

January 22, 2018

Via Federal Express/Electronic Mail

Todd Anthony Bianco, PhD, EFSB Coordinator
RI Energy Facilities Siting Board
89 Jefferson Blvd.
Warwick, RI 02888

Re: Invenergy Docket No. SB-2015-06

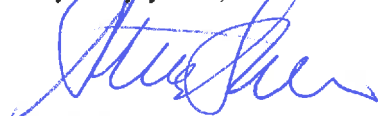
Dear Dr. Bianco:

On behalf of Invenergy Thermal Development LLC and the Clear River Energy Center Project (“Invenergy”), I write to inform the Rhode Island Energy Facility Siting Board (“the Board”) that as of January 19, 2018, the Water Supply Agreement between the Narragansett Indian Tribe (“the Tribe”) and Clear River Energy LLC, executed on September 19, 2017, has been terminated and is null and void. Enclosed please find an original and three (3) copies of the following documentation evidencing the termination:

- (1) January 18, 2018 letter from the Tribe to Invenergy requesting termination of the Water Supply Agreement; and
- (2) January 19, 2018 letter from Invenergy to the Tribe accepting the termination request.

Accordingly, the Tribe is removed as a secondary contingent water supply source for the purposes of the September 28, 2017 Supplemental Water Supply Plan.

Very truly yours,



ALAN M. SHOER
ashoer@apslaw.com

Enclosures

cc: Service List

January 18, 2018

VIA ELECTRONIC DELIVERY

Invenergy Thermal Development LLC
Michael S. Blazer, Senior Vice President and Chief Legal Officer
One South Wacker Drive, Suite 1800
Chicago, IL 60606

Re: Clear River Energy LLC and Narragansett Indian Tribe Water Supply Agreement

Dear Mr. Blazer:

This office represents the Narragansett Indian Tribe (“NIT” or “the Tribe”). As you know, a small group of persons have wrongfully claimed that they speak for the Tribe and have publicly disavowed the Water Supply Agreement entered into between the Tribe and Invenergy. While these individuals are not Tribal officials and have been restrained by the NIT Tribal Court from representing themselves as such, their statements and actions have created a significant amount of turmoil in the aftermath of our entry into the Water Supply Agreement, which was duly executed on September 19, 2017 between the NIT and Clear River Energy LLC. That turmoil has been exacerbated by individuals outside the Tribe who are opposed to your project and who are using the actions of this dissident group as a vehicle for that opposition. It is unfortunate that these individuals, who clearly have an agenda unrelated to the best interests of the Tribe and its clear economic needs, have fomented so much dissension.

At this juncture, despite our mutual best intentions, it seems clear that the continued existence of the Water Supply Agreement will do nothing other than to feed this controversy. While the Water Supply Agreement does not provide for termination without cause, our dealings have been in the utmost good faith. Therefore, I must regrettably ask, in the interest of fairness to the continuing progress of your project, and in order to allow the Tribe to finally resolve matters related to Tribal governance without undue interference by outsiders with their own agendas, that we mutually agree to voluntarily terminate the Water Supply Agreement.

We sincerely hope that we can work with you in some other productive way in the future in order to bring much needed economic relief to the Tribe.

Very truly yours,



John Brown,
Narragansett Indian Tribe Historic Preservation
Officer

cc: Alan Shoer, Esq. (ashoer@apslaw.com)
Richard Beretta, Esq. (rberetta@apslaw.com)



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January 19, 2018

VIA ELECTRONIC DELIVERY

John B. Brown, III
Tribal Historic Preservation Officer
Narragansett Indian Tribal Historic Preservation Office
215 Fenner Hill Road
Hopkinton, RI 02832

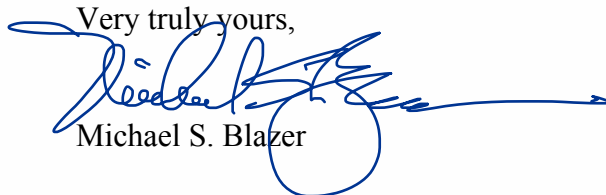
**RE: Clear River Energy Center and Narragansett Indian Tribe
Water Supply Agreement**

Dear Mr. Brown:

Thank you for your letter of this date, requesting termination of the Water Supply Agreement (“WSA”) between the Narragansett Indian Tribe (“NIT” or “the Tribe”) and Clear River Energy LLC. We completely understand and sympathize with the issues the NIT has had to deal with, as we have been first hand witnesses to many of those instances which created a significant amount of turmoil, misinformation and misunderstanding. Although the NIT WSA was a backup source of water in the very unlikely event that that our primary and multiple secondary sources were not available, we entered into the WSA not only as a means to secure an additional possible source but to also assist the NIT in some economic manner, even if we didn’t use any of the NIT’s water. The latter sentiment has not changed and we too sincerely hope that we can work with you in some other productive way in the future in order to bring much needed economic relief to the Tribe.

Per your request, this letter serves as confirmation that the Water Supply Agreement is hereby terminated, effective immediately.

Very truly yours,



Michael S. Blazer