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June 24, 2026

Ms. Stephanie De La Rosa, Clerk
State of Rhode Island
Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

Re: Narragansett Bay Commission – Docket 25-32-WW

Dear Ms. De La Rosa:

Enclosed herewith please find an original and nine copies of the following:

1. Narragansett Bay Commission's response to the Rhode Island Public Utilities Commission's Hearing Record Request.

Please note that an electronic copy of these documents has been provided to the service list. Thank you for your attention to this matter.

Sincerely,



Joseph A. Keough Jr.

Enclosure

cc: Docket 25-32-WW Service List *(via electronic mail)*

DOCKET 25-32-WW
The Narragansett Bay Commission's Response to
To the Rhode Island Public Utilities Commission's
Hearing Record Request

RR-1: Please provide the capital contract between NBC and Synagro.

Response: Attached please find the Product Sales Agreement between NBC and Synagro.

Sponsored by: Kevin B. McDonald

This agreement (**Agreement**) is between Synagro Northeast, LLC (**Synagro**) and The Narragansett Bay Commission, a public corporation of the State of Rhode Island created pursuant to Title 46, Chapter 25 of R.I. Gen. Laws (**NBC**) and is dated as of the date of last signature below.

1. SCOPE.

Synagro agrees to sell a Remanufactured Flottweg Z73-4/454, 29-inch diameter centrifuge (**Product**) to NBC as more fully described in Exhibit A.

Prior to delivering the Product to NBC, Synagro shall conduct performance testing of the Product and shall permit NBC to witness the performance testing. Synagro shall provide 30 days' notice to NBC of the date and time scheduled for the performance testing.

2. PURCHASE PRICE.

(a) **Purchase Price.** The purchase price for the Product is six hundred thirty thousand dollars (\$630,000) (the "**Purchase Price**").

(b) **Payment Terms.** NBC will pay the Purchase Price in three installments of \$210,000 each, in each case within 30 days as follows:

- i. The first installment shall become payable upon execution of this Agreement. No invoice shall be required.
- ii. The second installment shall be invoiced upon delivery of the Product to Fields Point Waste Water Treatment Plant, 1 Service Road, Providence RI.
- iii. The third and final installment shall be invoiced upon completion of installation and commissioning

3. REPURCHASE OBLIGATION. Beginning 12 months after Synagro receives its final payment of the Purchase Price, NBC may, in its sole discretion, require Synagro to repurchase the Product at the following price (the "**Repurchase Price**"):

- i. After 12 months but before 24 months: \$546,000
 - ii. 24 months until 36 months: \$540,000
 - iii. 36 months until 48 months: \$462,000
 - iv. 48 months until 65 months or until termination of that certain Biosolids Dewatering, Transportation and Disposal Agreement executed by the Parties of even date herewith, if later: \$420,000
- NBC's right to require Synagro to repurchase the Product shall expire 65 months after Synagro receives its final payment of the Purchase Price. The Repurchase Price shall be calculated as of the date that Synagro receives written notice from NBC exercising NBC's repurchase right hereunder. The Repurchase Price shall be paid by Synagro to NBC in one lump sum within 60 days after receipt of the repurchase notice from NBC.

4. WARRANTIES and TITLE TRANSFER.

(a) Product Warranty.

- i. **Quality.** Synagro represents and warrants that the Product is of merchantable quality. Synagro represents and warrants that the Product will have zero operating hours, (exclusive of performance testing hours) prior to delivery to NBC. Synagro is

responsible for all maintenance and repairs for the duration of the agreement.

- ii. **Assignment of Warranties.** Synagro hereby assigns and transfers to NBC all third party warranties, including the original manufacturer of the Product. Upon exercise of any repurchase right, NBC reassigns such warranties to Synagro.

- iii. **Specifications.** Synagro represents and warrants that the Product conforms to the applicable specifications, instructions, drawings, data, samples and descriptions.

- (b) **Title and Risk Shipment.** Synagro has the unencumbered right to sell the Product to NBC and convey good and merchantable title. Title and risk of loss to the Product will remain with Synagro until the Product has been delivered to and accepted by NBC (or an agent or consignee duly designated by NBC). Shipping shall be at Synagro's cost, including as a result of a repurchase of the Product.

(c) No Lien Warranty.

- i. **On Invoice Submission.** By submitting each invoice, Synagro is making a representation and warranty that there is no lien or claim against the Product.
- ii. **On Repurchase.** By submitting a repurchase notice, NBC is making a representation and warranty that there is no lien or claim against the Product.

5. DISCLAIMER OF DAMAGES. Neither party is liable for indirect, special or consequential damages arising out of or related to this Agreement (including without limitation lost profits or business).

6. MISCELLANEOUS TERMS.

- (a) **Independent Contractor.** Synagro is an independent contractor with respect to NBC.
- (b) **Enforceability and Waivers.** If any provision of this Agreement is unenforceable, the remaining provisions will remain enforceable. No failure by either party in exercising any right will operate as a waiver.
- (c) **Governing Law and No Jury Trial.** The laws of the State of Rhode Island govern this Agreement, without regard to conflict of laws principles. THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- (d) **Assignment.** Neither party may assign or transfer this Agreement, in whole or in part, to any third party without first obtaining the prior written consent of the other party. The rights and obligations of each party will inure to the benefit of, and be binding upon the successors and assigns of the other party.
- (e) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersede all prior



and contemporaneous negotiations and understandings, relating to this subject matter.

- (f) **Changes.** Any change to this Agreement must be in a signed agreement between the parties to effective.
- (g) **No PO Terms.** Any additional or conflicting terms of any NBC form purchase order do not apply, and they are null and void.
- (h) **Notice.** All notices to NBC, must be sent in writing to (with proof of receipt): NBC, 1 Service Road Providence RI

PRODUCT SALES AGREEMENT

02905 or successor address, and any notice regarding a dispute related to this Agreement must be sent in writing to (with proof of receipt) Synagro Northeast, LLC, Atten: General Counsel , 435 Williams Court, Suite 100, Baltimore MD 21220 or successor address.

- (i) **Drafting Responsibility.** Neither NBC nor Synagro shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either party, both having participated in the drafting of this Agreement.

Narragansett Bay Commission (NBC),

By: 
Name: Laurie Hordge
Title: Executive Director
Date: 2/18/2026

Synagro Northeast, LLC (Synagro),

By: Andrew Bosinger
Name: Andrew Bosinger
Title: Vice President, Business Development
Date: 02/19/2026

EXHIBIT A**Equipment Description and Specifications**

- 1 (one) remanufactured Flottweg Z73-4/454 Decanter Centrifuge Machine Number: 010.030.06 (originally manufactured in 2003; remanufactured in 2026 by Synagro-Hypex, Lansdale PA)
 - Maximum Speed: 2800 RPM
 - Maximum solids Density: 1.6g/cm³
 - Bowl inside diameter: 725mm
 - Discharge Diameter: 465mm
 - Mode of Operation: Leading
 - Scroll Speed Differential: 1....11min-1
 - Fully Refurbished Rotating assembly to OEM Specifications
- New NEMA 4X Control Panel with Allen Bradley PLC and Variable Frequency Drives
- Allen Bradley HMI
- New Hydraulic Back drive, Viscotherm
- New water booster pump, centrifuge stands include.

DOCKET 25-32-WW
The Narragansett Bay Commission's Response to
To the Rhode Island Public Utilities Commission's
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CERTIFICATION

I hereby certify that on June 24, 2026, I sent a copy of the within to all parties set forth on the attached Service List by electronic mail and copies to Stephanie De La Rosa, Commission Clerk, by electronic mail and regular mail.

Parties/Address	E-mail Distribution	Phone
Narragansett Bay Commission Joseph A. Keough, Jr., Esq. Keough & Sweeney 41 Mendon Ave. Pawtucket, RI 02861	jkeoughjr@keoughsweeney.com ;	401-724-3600
Kevin McDonald, Chief Financial Officer Narragansett Bay Commission One Service Road Providence, RI 02905	kmcdonald@narrabay.com ;	401-461-8848
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Division of Public Utilities and Carriers Mark Simpkins, Esq. Division of Public Utilities and Carriers 89 Jefferson Blvd. Warwick, RI 02888	Mark.A.Simpkins@dpuc.ri.gov ;	401-222-2424
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Hearing Record Request

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	dawn.bisdorf@gmail.com ;	
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	mcranston29@gmail.com ;	
File an original & 9 copies w/ PUC: Stephanie De La Rosa, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	stephanie.delarosa@puc.ri.gov ;	Stephanie 401-780-2107
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/s/ Joseph A. Keough Jr.

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