

AMENDMENT NO. 1 TO THE
PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CONNECTICUT PORT AUTHORITY
FOR
NEW HAVEN HARBOR IMPROVEMENT PROJECT

THIS AMENDMENT Number 1 is entered into this 15 day of JULY, 2026, by and between the Department of the Army (hereinafter the “Government”), represented by the District Engineer, U.S. Army Corps of Engineers, New England District (hereinafter the “District Engineer”), and the State of Connecticut (hereinafter the “Non-Federal Sponsor”), represented by its Connecticut Port Authority.

WITNESSETH, THAT:

WHEREAS, on April 21, 2026, the Government and the Non-Federal Sponsor entered into a Project Partnership Agreement (hereinafter the “Agreement”) for the construction of the New Haven Harbor Improvement Project (hereinafter the “Project”);

WHEREAS, the Agreement incorrectly cited the Bipartisan Infrastructure Law (P.L. 117-58) as the legal authority for the Project;

WHEREAS, the Government desires to amend the Agreement to cite Section 401(1) of the Water Resources Development Act of 2020 (Division AA of Public Law 116-260) as the correct legal authority;

WHEREAS, in Article I – Definition, A., the term “Project” means the general navigation features as generally described in the New Haven Harbor Navigation Improvement Project Final Integrated Feasibility Report and Environmental Impact Statement, dated November 2019 and approved by the Chief of Engineers, on May 7, 2020;

WHEREAS, subsequent to the approval of the Final Integrated Feasibility Report and Environmental Impact Statement and the final approval of the Chief of Engineers, the Project was modified to remove the creation of the salt marsh at Sandy Point in West Haven;

WHEREAS, the Government desires to amend the definition of the Project in Article I-Definition A. to include the modified Project approved in the New Haven Harbor Engineering Documentation Report for Deep Draft Navigation Improvement, signed April 17, 2026 and the Final Supplemental Environmental Assessment and Finding of No Significant Impact (FONSI) signed, April 17, 2026; and

WHEREAS, in Article VI – Payment of Funds, the Agreement provided an incorrect estimate of projected costs, and the Government wishes to amend the estimate.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree to amend the Agreement as follows:

I. The first WHEREAS clause is deleted in its entirety and replaced with:

“WHEREAS, construction of the Project was authorized by Section 401(1) of the Water Resources Development Act of 2020 (Division AA of Public Law 116-260);”

II. Article I of the Agreement, “DEFINITIONS”, is modified as follows:

In paragraph A. after “the Chief of Engineers, on May 7, 2020” insert “, as modified by the New Haven Harbor Engineering Documentation Report for Deep Draft Navigation Improvement, dated April 17, 2026 and the Final Supplemental Environmental Assessment and Finding of No Significant Impact (FONSI), dated April 17 2026.”

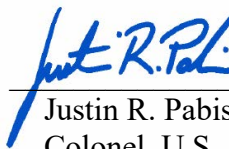
III. Article VI of the Agreement, “PAYMENT OF FUNDS”, is deleted in its entirety and replaced with:

“A. As of the effective date of this Agreement, construction costs are projected to be \$74,628,000, with the Government’s share of such costs projected to be \$55,971,000 and the Non-Federal Sponsor’s share of such costs projected to be \$18,657,000, which includes creditable in-kind contributions projected to be \$0, and the amount of funds to be provided during construction projected to be \$18,657,000. In addition, the Non-Federal Sponsor’s additional 10 percent payment for the Project, excluding interest, paid over a period not to exceed 30 years, is projected to be \$7,462,800, reduced to \$7,462,800 after deducting creditable real property interests and relocations, which are projected to be \$0. Average annual costs for the operation and maintenance activities for the Project are projected to be \$650,000, with the Government’s costs projected to be \$650,000 and the Non-Federal Sponsor’s costs projected to be \$0. The costs for additional work are projected to be \$0. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.”

IV. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 to the Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

BY: 
Justin R. Pabis, PE
Colonel, U.S. Army
District Commander

CONNECTICUT PORT AUTHORITY

BY: 
Michael J. O'Connor
Executive Director

DATE: 7/15/26

DATE: 7/15/26