AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE RHODE ISLAND COASTAL RESOURCES MANAGEMENT COUNCIL
FOR
PROVIDING ADDITIONAL
DREDGED MATERIAL CAPACITY
FOR OPERATION AND MAINTENANCE OF THE
PROVIDENCE RIVER AND HARBOR FEDERAL NAVIGATION PROJECT

THIS AGREEMENT is entered into this 12 day of June, 2026, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for New England District (hereinafter the "District Commander") and the Rhode Island Coastal Resources Management Council (hereinafter the "Non-Federal Sponsor"), represented by its Executive Director.

WITNESSETH, THAT:

WHEREAS, construction of the Providence River and Harbor Federal Navigation Project authorized by the Act of August 1852 and subsequently modified by the Rivers and Harbors Act of 1965 and the Water Resources Development Act of 1986 (hereinafter the "Project") was completed in 1853 and additional dredged material capacity is needed for continued operation and maintenance of the Project;

WHEREAS, design and construction of dredged material placement facilities to provide such additional capacity for the Project (hereinafter the "DMPFs", as defined in Article I.A. of this Agreement) was approved by the Division Commander for the North Atlantic Division on June 5, 2026;

WHEREAS, Section 101 of the Water Resources Development Act (hereinafter "WRDA") of 1986, Public Law 99-662, as amended (33 U.S.C. 2211), specifies the cost-sharing requirements applicable to the DMPFs;

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor's full expense, additional work while the Government is carrying out the DMPFs;

WHEREAS, Section 217(a) of WRDA 1996, as amended (33 U.S.C. 2326a(a)), authorizes the Government to provide additional capacity at the DMPFs constructed by the Government beyond the capacity that is required for Project purposes (hereinafter the "additional capacity" as defined in Article I.J. of this Agreement) if the Non-Federal Sponsor agrees to pay all costs associated with construction, operation, and maintenance of such additional capacity; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C.1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "DMPFs" means the improvements required on the real property interests to enable the placement of dredged or excavated material for continued operation and maintenance of the Project which consist of the construction of one confined aquatic disposal (CAD) cell in the Edgewood Shoals area of the Providence River, south of Edgewood Basin. The CAD cell will have surface dimensions of approximately 1,600 feet by 1,500 feet and be constructed to a depth of approximately -60 feet mean lower low water (MLLW). The CAD cell will accommodate the unsuitable material to be removed from the Providence River and Harbor Federal Navigation Project, as generally described in the Providence River and Harbor Dredge Material Management Plan and Environmental Assessment Report, dated April 2026 and approved by the Division Commander of the North Atlantic Division on June 5, 2026 (hereinafter the "Decision Document").

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "construction costs" means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are cost shared and directly related to design and construction of the DMPFs. The term includes, but is not necessarily limited to: the Government's costs of engineering, design, and construction (including the costs of alteration, lowering, raising, or replacement and attendant demolition of any highway or railroad bridges over navigable waters of the United States); the Government's supervision and administration costs; the Government's costs of removing obstructions acquired by the Non-Federal Sponsor or for which no compensation is owed and no owner can be located; the costs of historic preservation activities except for data recovery for historic properties; the Non-Federal Sponsor's creditable costs for providing in-kind contributions, if any; and the costs of mitigation, including monitoring and adaptive management, if applicable. The term does not include any costs for operation and maintenance, including preparation of the Decision Document; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Coordination Team to discuss significant issues and actions; audits; aids to navigation; additional work or betterments, if any; or the Non-Federal Sponsor's cost to negotiate this Agreement or the creditable costs to provide relocations, removal of obstructions, or real property interests, except for those provided for mitigation. It also does not include any costs for local service facilities, additional capacity, or aids to navigation.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and DMPFs. Acquisition of real property interests may require the performance of relocations and removal of obstructions.

E. The term "relocation" means the alteration, lowering, raising, or replacement and attendant demolition of a utility (including privately and publicly owned pipelines, cables, and related facilities located in or under navigable waters of the United States, regardless of whether they serve the general public), cemetery, highway or railroad (including any bridge thereof), or public facility that interferes with construction, operation, and maintenance of the DMPFs, excluding any highway or railroad bridges over navigable waters of the United States.

F. The term "in-kind contributions" means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to the DMPFs by the Division Commander for the North Atlantic Division (hereinafter the "Division Commander"). To be integral to the DMPFs, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the DMPFs. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for the DMPFs; however, it does not include HTRW cleanup and response.

G. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

H. The term "obstruction" means any utility or structure located in or under navigable waters of the United States that must be removed to construct, operate, and maintain the DMPFs but that does not require relocation.

I. The term "additional work" means items of work related to, but not cost shared as part of, the DMPFs that the Government will undertake on the Non-Federal Sponsor's behalf while the Government is carrying out the DMPFs, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

J. The term "betterment" means a difference in construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to construction of that element.

K. The term "additional capacity" means providing additional capacity at the DMPFs beyond the capacity that is required for Project purposes pursuant to 33 U.S.C.

2326a(a) to accommodate the dredged material originating from the local service facilities, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake the DMPFs using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall provide the following, in accordance with the provisions of this paragraph:

1. The Non-Federal Sponsor shall provide 25 percent of construction costs if the Project has an authorized channel depth in excess of 20 feet but not greater than 55 feet. In addition, the Non-Federal Sponsor shall pay an additional 10 percent of construction costs (hereinafter the "additional 10 percent payment"), less any credit afforded by the Government for real property interests, relocations, and removal of obstructions required for the DMPFs.

a. If providing in-kind contributions as part of its cost share, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

b. After considering the estimated amount of credit for in-kind contributions for the DMPFs, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its cost share. Also, after considering estimated amount of credit for real property interests, relocations, and removal of obstructions required for the DMPFs, the Government shall determine the funds required from the Non-Federal Sponsor to cover the remaining additional 10 percent payment, if any. The Government shall notify the Non-Federal Sponsor of the total amount of funds required for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article VI.C.1.

c. No later than August 1st prior to each subsequent fiscal year of construction, the Government shall provide the Non-Federal Sponsor with a written estimate of the total amount of funds required from the Non-Federal Sponsor during that fiscal year. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.1.

2. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests, acquire or compel the removal of obstructions, except for those obstructions for which the Government exercises navigation servitude or otherwise compels such removal, and perform or ensure the performance of relocations required for construction, operation, and maintenance of the DMPFs. For each relocation of a utility, or portion thereof, located in or under navigable waters of the United States that is required to accommodate a channel depth over 45 feet, the Non-Federal Sponsor shall pay to the owner of the utility at least one half of the owner's relocation costs, unless the owner voluntarily agrees to waive all or a portion of the Non-Federal Sponsor's contribution.

3. The Non-Federal Sponsor shall ensure that any local service facilities are constructed, operated, and maintained, at no cost to the Government, and that all applicable licenses and permits necessary for construction, operation, and maintenance of such work are obtained.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effects of construction are determined adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. The Government, as it determines necessary and subject to the availability of funds, shall operate and maintain the DMPFs using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor.

1. In the event the underlying Project has an authorized channel depth in excess of 55 feet, the Non-Federal Sponsor shall pay 50 percent of the excess cost of operation and maintenance of the DMPFs, over that cost which the Government would have incurred for operation and maintenance of the DMPFs if the channel for the Project had an authorized depth of 55 feet and 100 percent of the cost for operation and maintenance of the additional capacity on the Non-Federal Sponsor's behalf as determined by the Government. No later than August 1st prior to each fiscal year in which such operation and maintenance will be performed, the Government shall provide the Non-Federal Sponsor with a written estimate of the total amount of funds required from the Non-Federal Sponsor for the upcoming fiscal year to cover its operation and maintenance costs. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.D.

2. The Non-Federal Sponsor hereby authorizes the Government to enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of operating and maintaining the DMPFs. In addition, the Government shall have the full authority and right to operate and maintain or manage the DMPFs including the right to place, remove, use, or reuse the materials therein for any purpose without charge to the Government. The Non-Federal Sponsor shall ensure that use of any additional capacity provided by the Government complies with the operations plan. Except for such additional capacity, the Non-Federal Sponsor shall not place or authorize placement of material in the DMPFs unless the Government authorizes the placement under 33 U.S.C. 2326a(b) or 33 U.S.C. 1341(c), whichever is applicable. The Non-Federal Sponsor shall not otherwise modify or improve the DMPFs unless the Government approves the modification or improvement under 33 U.S.C. 408.

3. The Government in consultation with the Non-Federal Sponsor shall develop an operations plan that governs use of the additional capacity, including requirements for before and after surveys, sediment testing, and other information needed for utilization of the additional capacity."

F. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the funds are not expressly prohibited from such use and the Federal agency providing the funds verifies in writing that the funds are otherwise eligible to be used for the DMPFs. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

G. In addition to the ongoing, regular discussions between the parties regarding delivery of the DMPFs, the Government and the Non-Federal Sponsor may establish a Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Coordination Team shall be included in construction costs for cost-sharing purposes.

H. The Non-Federal Sponsor may request in writing that the Government perform additional work or betterments, or provide additional capacity on the Non-Federal Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.E., must provide funds sufficient to cover the costs of design and construction such work, in advance of the Government performing the work. In addition, the Non-Federal Sponsor is responsible for providing, at no cost to the Government, any additional real property interests, relocations, and removal of obstructions determined by the Government to be required for construction, operation, and maintenance of such work.

ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND REMOVAL OF OBSTRUCTIONS

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of the DMPFs. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the DMPFs, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. Prior to the Non-Federal Sponsor initiating acquisition of such real property interests or the Government initiating construction on real property interests already owned or controlled by the Non-Federal Sponsor, the Non-Federal Sponsor, in accordance with Article IV.A., shall investigate to verify that HTRW does not exist in, on, or under the real property interests required for construction, operation, and maintenance of the DMPFs. Subject to the requirements in Article IV.B., the Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto according to the Government's construction schedule for the DMPFs. The Non-Federal Sponsor shall ensure that real property interests provided for the DMPFs are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of the DMPFs, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the DMPFs.

C. The Government, after consultation with the Non-Federal Sponsor, shall identify the removal of obstructions required for construction, operation, and maintenance of the DMPFs, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such obstructions, and provide the Non-Federal Sponsor with a written notice to proceed with acquiring or compelling the removal of such obstructions. The Non-Federal Sponsor shall acquire or compel the removal of such obstructions in accordance with the Government's construction schedule for the DMPFs. If the owner of an obstruction cannot be located, has filed for bankruptcy, or no longer exists as a legally constituted entity, the Government shall remove the obstruction during construction of the DMPFs after following all applicable procedures in Parts 325 and 326 of Title 33 of the Code of Federal Regulations.

D. To the maximum extent practicable, no later than 30 calendar days after the Government provides the Non-Federal Sponsor with written descriptions and maps of the real property interests, relocations, and removal of obstructions required for construction, operation, and maintenance of the DMPFs, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests or removal of obstructions, perform the necessary relocations, or invoke navigation servitude to compel utility relocations or removal of obstructions under navigable waters of the United States. The Government's provision of real property interests, relocations, or removal of obstructions on the Non-Federal Sponsor's behalf, or invoking navigation servitude to compel utility relocations or removal of obstructions under navigable waters of the United States does not alter the Non-Federal Sponsor's responsibility under Article IV for the performance and costs of any HTRW cleanup and response related thereto.

1. In General. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VI.E., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work. The Government shall acquire the real property interests, perform the relocations or removal of obstructions, or invoke navigation servitude to compel utility relocations or removal of obstructions under navigable waters of the United States, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the Government shall convey all of its right, title, and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds.

2. Relocations of Utilities Located in or under Navigable Waters of the United States. If the Non-Federal Sponsor requests that the Government exercise the navigation servitude to compel relocation of utilities located in or under navigable waters of the United States, the Non-Federal Sponsor must demonstrate that it has made a

good faith effort to negotiate with the owner(s) for relocation of the utilities; that it lacks authority to compel relocation of the utilities through eminent domain or other legal proceedings; and that payment obligations for relocation costs, as between the Non-Federal Sponsor and the utility owner(s), are clear under the laws of the State of Rhode Island and the terms of applicable non-Federal permits, licenses, or agreements. The Non-Federal Sponsor must also obtain a letter from the State of Rhode Island, signed by the governor or a duly authorized state official, concurring in the Non-Federal Sponsor's request that the Government exercise the navigation servitude. The Government's exercise of the navigation servitude to compel relocation of utilities does not negate or otherwise affect the Non-Federal Sponsor's payment obligations for relocation costs under the laws of the State of Rhode Island ; the terms of applicable non-Federal permits, licenses, or agreements; or Section 101(a)(4) of WRDA of 1986, as amended (33 U.S.C. 2211(a)(4)).

3. Removal of Obstructions. If the Non-Federal Sponsor requests that the Government exercise the navigation servitude to compel removal of obstructions, the Non-Federal Sponsor must demonstrate that the owner of the obstruction has no compensable interest under the laws of the State of Rhode Island or the terms of applicable non-Federal permits, licenses, or agreements; that it has made a good faith effort to negotiate with the owner(s) for removal of the obstructions; and that it lacks authority to compel removal of obstructions through eminent domain or other legal proceedings. The Non-Federal Sponsor must also obtain a letter from the State of Rhode Island, signed by the governor or a duly authorized state official, concurring in the Non-Federal Sponsor's request that the Government exercise the navigation servitude to compel removal of the obstructions.

E. In acquiring the real property interests for the DMPFs, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State or Commonwealth law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) displaced persons will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law that may exist in, on, or under real property interests required for construction, operation, and maintenance of the DMPFs.

B. In the event it is discovered that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the DMPFs, the Non-Federal Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered in, on, or under real property interests the Non-Federal Sponsor owns or controls or after acquisition of the real property interests, no further DMPFs activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government. In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, REMOVAL OF OBSTRUCTIONS, AND IN-KIND CONTRIBUTIONS

A. The Government shall verify and credit the value of real property interests, relocations, and removal of obstructions required for the DMPFs against the additional 10 percent payment in accordance with the following procedures, requirements, and conditions to determine reasonableness, allocability, and allowability of costs. Such costs shall be subject to audit in accordance with Article X.B.

1. Real Property Interests.

a. General Procedure. For each real property interest required for the DMPFs, the Non-Federal Sponsor shall obtain an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for such real property interests.

(1) Date of Valuation. For any real property interests owned by the Non-Federal Sponsor on the effective date of this Agreement and required for construction performed after the effective date of this Agreement, the date the Non-Federal Sponsor provides the Government with authorization for entry thereto shall be used to determine the fair market value. For any real property interests required for in-kind contributions covered by an In-Kind Memorandum of Understanding between the Government and Non-Federal Sponsor (hereinafter the "In-Kind MOU"), the date of initiation of construction shall be used to determine the fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the

Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the Non-Federal Sponsor's request, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event that the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at $15,000 or less,

based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. The Government may approve exceeding the $15,000 threshold, up to an amount of $35,000, if the Non-Federal Sponsor offers the owner the option of having the Non-Federal Sponsor appraise the real property interest.

(3) if the Non-Federal Sponsor determines that the acquisition is uncomplicated, has a low fair market value, and the Non-Federal Sponsor offers the owner the option to have the property appraised, the Non-Federal Sponsor may request in writing approval to use a waiver valuation for properties with estimated values of more than $35,000 and up to $50,000. If use of a waiver valuation is approved by the Government, the Non-Federal Sponsor shall provide a report measuring the cost and time benefits, condemnation rate, settlement rate, and other relevant metric to document the administrative savings, accuracy, and efficacy of the use of the waiver valuation.

d. Incidental Costs. The Government shall credit the incidental costs the Non-Federal Sponsor incurred in acquiring any real property interests required pursuant to Article III for the DMPFs within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable State or Commonwealth law due to the acquisition of a real property interest pursuant to Article III.

2. Relocations. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for such relocations. Only relocations performed after the effective date of this Agreement are eligible for credit, unless such relocations were required for in-kind contributions covered by an In-Kind MOU.

a. For a relocation other than a utility, or portion thereof, located in or under navigable waters of the United States, credit shall be afforded for the value of the relocation if the Non-Federal Sponsor is responsible for the relocation under applicable principles of just compensation.

b. For a relocation of a utility, or portion thereof, located in or under navigable waters of the United States, credit shall be afforded for the costs borne by the Non-Federal Sponsor but shall not exceed the total value of the relocation as determined by the Government.

c. If the Government exercises the navigation servitude or otherwise compels any relocation of utilities, the Government shall credit the costs incurred by the Government and paid by the Non-Federal Sponsor pursuant to Article III.D.

d. In general, the value of a relocation shall be equivalent to the costs, documented to the satisfaction of the Government, incurred to provide the relocation. The value may not exceed the amount the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items. For the relocation of a highway or road, including any bridge thereof, that is owned by a public entity, a functionally equivalent facility may be constructed to the current design standard that the State of Rhode Island would apply under similar conditions of geography and traffic load. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. Removal of Obstructions. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for such removal. Only obstructions removed after the effective date of this Agreement are eligible for credit, unless such obstructions were required for in-kind contributions covered by an In-Kind MOU.

a. If the owner has a compensable interest in the obstruction, the Non-Federal Sponsor is responsible for all costs to acquire the necessary interest and such costs are creditable. Any such obstruction acquired by the Non-Federal Sponsor will be removed by the Government during construction, with the Government's costs of such removal included in construction costs.

b. If the owner does not have a compensable interest but can be located, the Non-Federal Sponsor shall ensure that the obstruction is removed at the owner's expense. Costs incurred by the Non-Federal Sponsor to compel such removal are not eligible for credit.

c. If the owner does not have a compensable interest and cannot be located, has filed for bankruptcy, or no longer exists as a legally constituted entity, the Government will remove the obstruction during construction, with the Government's costs of such removal included in construction costs.

d. Any action by the Government to exercise the navigation servitude or otherwise compel removal of obstructions does not alter the cost sharing and crediting described in this paragraph.

B. The Government shall verify and credit the Non-Federal Sponsor's eligible construction costs for in-kind contributions in accordance with the following procedures, requirements, and conditions to determine reasonableness, allocability, and allowability. Such costs shall be subject to audit in accordance with Article X.B.

1. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions, which may include engineering and design; construction; and supervision and administration, but shall not include any costs associated with betterments, as determined by the Government. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for such in-kind contributions. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

2. No credit shall be afforded for the following: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind MOU; costs that exceed the Government's estimate of the cost for such in-kind contributions; or against the additional 10 percent payment.

C. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for real property interests that were previously provided as an item of local cooperation for another Federal project. In addition, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for the cost of real property interests, relocations, removal of obstructions, or the Government exercising navigation servitude or authority under the Rivers and Harbors Appropriation Act of 1899, as amended, in excess of the additional 10 percent payment.

ARTICLE VI - PROVISION OF NON-FEDERAL COST SHARE

A. As of the effective date of this Agreement, construction costs are projected to be $69,946,708, with the Government's share of such costs projected to be $52,774,530 and the Non-Federal Sponsor's share of such costs projected to be $17,172,178, which includes creditable in-kind contributions projected to be $0, and the amount of funds to be provided during construction to meet its cost share projected to be $17,172,178. In addition, the Non-Federal Sponsor's additional 10 percent payment for the DMPFs to be provided during construction is projected to be $7,958,800, reduced to $7,958,800 after deducting creditable real property interests, relocations, and removal of obstructions which are projected to be $0. The costs for betterments are projected to be $0. The costs for additional work are projected to be $0 and the costs for design and construction of the additional capacity are projected to be $9,641,292. 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.

B. While undertaking construction, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests, relocations, and removal of obstructions; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year. While undertaking cost shared operation and maintenance activities, if applicable, or operation and maintenance of additional capacity, the Government will provide appropriate financial reports periodically to the Non-Federal Sponsor.

C. Payment of Funds for Construction.

1. The Non-Federal Sponsor shall provide funds by delivering a check payable to "FAO, USAED, New England (E6)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal cost share as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

3. Upon completion of construction of the DMPFs, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds

are required from the Non-Federal Sponsor to meet its cost share, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, New England (E6)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its cost share, including contract claims or any other liability that may become known after the final accounting. If the final accounting determines that funds provided by the Non-Federal Sponsor exceed the amount of funds required to meet its cost share, the Government shall refund such excess amount, subject to the availability of funds for the refund.

D. Payment of Costs for Operation and Maintenance.

1. The Non-Federal Sponsor shall provide the funds required to meet its share of operation and maintenance costs required pursuant to Article II.E.1. through either payment method specified in Article VI.C.3.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of operation and maintenance costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such operation and maintenance costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds. If the Government determines that the funds provided by the Non-Federal Sponsor exceed the amount required to cover such operation and maintenance costs, the Government shall refund any remaining unobligated amount or, if requested by the Non-Federal Sponsor, retain such funds to be applied towards the Non-Federal Sponsor's cost for future operation and maintenance of the DMPFs.

E. If the Government agrees to acquire or perform, as applicable, real property interests, relocations, or removal of obstructions, invoke the navigation servitude or compel utility relocations or removal of obstructions, undertake additional work or betterments, or provide additional capacity during construction of the DMPFs on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article VI.C.3. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that the funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the DMPFs unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the DMPFs are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to construction of the DMPFs. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, and maintenance of the DMPFs, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the DMPFs. Government audits shall be conducted in accordance with applicable Government cost principles and regulations.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
Executive Director
Rhode Island Coastal Resources Management Council
4808 Tower Hill Road Suite 116
Wakefield, RI 02879

If to the Government:
District Commander
U.S. Army Corps of Engineers, New England District
696 Virginia Road
Concord, MA 01742

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XV - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Non-Federal Sponsor intends to fulfill fully its obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Rhode Island General Assembly, where creating such an obligation would be inconsistent with Rhode Island General Law § 35-4-22.1. If the Non-Federal Sponsor is unable to, or does not, fulfill its obligations under this Agreement, the Government may exercise any legal rights it has to protect the Government's interests.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

BY: ______________________

Justin R. Pabis, PE
COL, U.S. Army
District Commander

DATE: 12 June 2026

RHODE ISLAND COASTAL RESOURCES MANAGEMENT COUNCIL

BY: ______________________

Jeffrey M. Willis
Executive Director

DATE: 9 JUNE 2026