

MEMORANDUM OF AGREEMENT  
between

**UNITED STATES ARMY CORPS OF ENGINEERS**

New England District  
696 Virginia Road  
Concord, MA 01742-2751  
and

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION**

10 Park Plaza  
Boston, MA 02116  
and

**FEDERAL HIGHWAY ADMINISTRATION**

This MEMORANDUM OF AGREEMENT (“MOA”) is the second MOA to be executed and is entered into this day 19<sup>th</sup> of ~~December~~, 2016, amongst the Massachusetts Department of Transportation (“MassDOT”), the U.S. Army Corps of Engineers, New England District (“Corps”), and Federal Highway Administration (“FHWA”) and sets forth the responsibilities of the signatory agencies (“Parties”) relative to priority review of Federal-aid highway projects and non-Federal-aid highway projects. The goal of this MOA is to achieve timely review of plans for highway, road and bridge improvements while also assuring such design and implementation is sensitive to the protection of Waters of the United States, as that term is referred to in the Clean Water Act. The purpose of this shall be to streamline project delivery through sound environmental stewardship, and the Parties shall work proactively to enhance each agency’s ability to realize its mission through open communication and teamwork.

WHEREAS, the Parties entered into a Memorandum of Agreement (“Original MOA”) effective (September 14, 2012) concerning funding for the Department of the Army permit process on priority Federal-aid highway projects;

WHEREAS, the Parties entered into a First Amended Memorandum of Agreement (“First MOA”) effective, (October 1, 2013) to extend the Original MOA;

WHEREAS, both agreements have since expired, the Parties wish to enter into a subsequent MOA for the same purposes as the Original MOA and the First MOA;

WHEREAS, Mass DOT continues to maintain a highway, road and bridge construction program due to Federal-aid highway funding under the Fixing America’s Surface Transportation Act (“FAST Act”);

WHEREAS, in 2013 the Massachusetts Legislature passed an increase in taxation of sales of gasoline pursuant to Chapter 64A of the Acts of 2013 to fund the design, construction and repair of the Commonwealth's highways and bridges;

WHEREAS, many of these MassDOT construction projects fall within the jurisdiction of the Corps pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899;

WHEREAS, timely review of MassDOT projects under these regulations is critical to MassDOT's ability to advertise these projects so as to meet scheduled dates for obligating federal funding, statewide Transportation Improvement Program targets and the accelerated programs described above;

WHEREAS, the Corps has indicated that due to staff resource constraints, it is currently unable to provide MassDOT with priority review for permitting decisions for the increased number of transportation projects pursuant to its responsibilities pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899;

WHEREAS, this will promote streamlined permitting and project delivery goals of the Every Day Counts initiative of FHWA;

WHEREAS, Federal funds will be used to fund the activities outlined in this MOA, and, in its capacity as lead federal agency, FHWA will be actively involved in project-specific consultation and coordination activities undertaken in accordance with this MOA;

WHEREAS, this MOA was developed to provide supplemental resources to the Corps, to enable the Corps to collaborate with MassDOT and FHWA in the development and implementation of measures to streamline the Corps' environmental review and regulatory activities for transportation projects within Massachusetts;

WHEREAS, Section 214 of the Water Resources Development Act of 2000, as, codified at 33 U.S.C. § 2352 ("Section 214) authorizes the Secretary of the Army to accept and expend funds contributed by a non-federal public entity to expedite the permit review process; and

WHEREAS, the FHWA agrees that the MassDOT's apportioned federal-aid highway funds can be used to support this MOA.

NOW, THEREFORE, the Parties agree as follows:

**I. PURPOSE AND AUTHORITIES**

A. This MOA is entered into by the Parties for the purpose

of establishing the responsibilities of the Parties relative to priority review of the FHWA-funded and non-Federal-aid transportation projects with the goal of achieving timely design and implementation of highway improvements while also assuring such design and implementation is sensitive to the protection of aquatic resources for which the Corps is responsible under federal statute and regulation. This MOA is not the exclusive means of obtaining review of projects proposed by MassDOT. This MOA is a vehicle by which MassDOT may obtain expedited review of FHWA-funded and non-Federal-aid projects designated as priorities, outside of the ordinary Corps review process.

B. MassDOT enters into this MOA pursuant to M.G.L. c.6C § 10.

C. The Corps enters into this MOA pursuant to 33 U.S.C. 2352.

D. FHWA enters into this MOA pursuant to 23 U.S.C. 139(j) (Section 6002 of the SAFETEA-LU).

## II. SCOPE OF WORK

Activities that the Corps may pursue under this MOA are restricted to actions taken under the Corps regulatory authority that will expedite processing of environmental permits required by MassDOT to facilitate permit application review in less than customary time necessary for such review. Said processing shall include full consideration of all relevant and applicable environmental laws and regulations. In no way shall it be construed or implied that the Parties intend to abrogate by entering into MOA any obligations or duties to comply with applicable Federal or state laws, regulations, guidance, polices and/or procedures. The Corps agrees that the use of funds will not affect its impartial decision-making either substantively or procedurally pursuant to this MOA.

The Corps Regulatory program is funded as a Congressionally appropriated line item in the annual Federal budget. MassDOT and FHWA shall jointly fund one (1) full-time employee meeting the Performance Measures described in **Attachment A**, which is incorporated into this MOA by reference. The employee will possess sufficient education and experience to perform the work as outlined in this MOA, including but not limited to, a working knowledge of Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, the National Environmental Policy Act, the (Federal) Endangered Species Act, the National Historic Preservation Act and the identification and delineation of Federal wetlands. The Corps, in its sole judgment and discretion, will determine whether the employee meets these criteria. Funds contributed by MassDOT hereunder will be expended by the Corps

to defray the costs of the Corps' employee (including salary, associated benefits, overhead and travel expenses) and other costs in order to expedite the review of MassDOT permit requests. The Corps may make staff substitutions provided that they possess a comparable environmental background.

The Corps will establish a separate internal financial account to track receipt and expenditure of the funds associated with its review of permit applications submitted by MassDOT. The Corps' employee will charge his or her time and expenses against the account when they perform work to either expedite permit reviews related to requests by MassDOT as a priority or undertake other programmatic efforts to support efficient decision-making related to MassDOT's permitting needs.

If the funds provided by MassDOT are expended and not replenished, any remaining priority permit applications will be handled like those of any permit applicant.

### **III. RESPONSIBILITIES OF THE PARTIES**

#### **A. MassDOT shall:**

1. MassDOT will provide \$546,760.00 to fund a Corps Regulatory employee for the primary purpose of the timely review of MassDOT priority projects.
2. MassDOT shall provide to the Corps a list of the planned priority transportation projects, to be attached as **Attachment B** that require review by Corps, including the specific geographic locations of such projects with a projected schedule for planning and construction of each project. MassDOT is responsible for updating and/or amending the list to reprioritize the Corps' review of its priority projects as necessary.
3. MassDOT shall provide a MassDOT project manager, to coordinate assignments, communicate priorities within MassDOT, and to act as the first point of contact with the Corps for the purposes of this MOA. This project manager will serve as the primary contact for new permit requests, permit modifications and issues of non-compliance.
4. MassDOT shall actively engage with the Corps in scoping, planning and project development through various means, including, but not limited to, meetings, field visits, conference calls, video teleconferencing and electrical correspondence,

5. MassDOT shall provide all required information regarding projects and other specific activities. For projects requiring individual permits, MassDOT shall provide sufficient information and time to the Corps, for the determination of project purpose statements and range of alternatives, analysis of project effects, determination of the least environmentally damaging practicable alternative, and development of appropriate mitigation measures. Upon request MassDOT shall provide supplemental information necessary to assure that the Corps can effectively accomplish the permit review.
6. MassDOT shall, in a timely manner, make every effort to resolve all outstanding non-compliance issues. Failure to resolve non-compliance issues may interfere with the success of the performance measures as outlined in Attachment A and shall not be the responsibility of the Corps.

B. The Corps shall:

1. Expedite review and decision making for MassDOT's priority projects as identified in **Attachment B**, as identified in **Attachment B**, in accordance with the purpose, terms and conditions of this MOA.
2. Actively participate in MassDOT scoping, planning and project development meetings and field reviews, when requested, to identify critical issues, key decision points, and potential conflicts as early as possible. The level of participation will be determined by the project's relative priority, as identified by MassDOT, as well as the Corps' current and projected workload of priority projects and activities.
3. Participate with other federal, state and local agencies in the concurrent and proactive review of MassDOT priority projects and provide any concurrences or recommendations, as required. The level of participation will be determined by the project's relative priority, as identified by MassDOT, as well as the Corps' current and projected workload of priority projects and activities.
4. Provide advice and guidance on ways to avoid and minimize project impacts to achieve better environmental outcomes and to reduce permit processing timeframes and potential delays; this includes suggestions to qualify for more streamlined permits, such as General Permits.
5. As appropriate, use a coordinated process to review draft and final Environmental Impact Statements, Environmental Assessments and

other environmental documents, and provide timely agency comments to the MassDOT project manager.

6. Review application packages for completeness and notify MassDOT within fifteen (15) calendar days of receipt if the application is incomplete.
7. Provide periodic training, when available, based on the Corps' current and projected workload of priority projects, on the Clean Water Act, Section 404 for MassDOT employees.
8. Participate in site visits which include early coordination meetings, pre-construction meetings and compliance inspections.
9. In order to satisfy MassDOT's reimbursement requirements, the Corps shall submit timesheets to MassDOT on a monthly basis, for the prior calendar month, for actual costs incurred on behalf of this MOA directly to MassDOT's point of contact. The timesheets shall: (1) identify the time period covered, (2) identify the employee, hourly employee rate, MassDOT work task name, MassDOT Project Number/Corps File No, Expenditure Account number, and number of hours spent on the respective work tasks; and (3) explain all expenses for which reimbursement is claimed.
10. Process deliverables in a timely manner by making every effort to meet the target process times listed in Attachment A; note, however, Corps permit decisions pending decisions from other agencies may exceed these targets even with timely Corps follow-ups with coordinating agencies.
11. Corps and MassDOT agree to meet on a quarterly basis, or more frequently if requested by either Party, to establish priorities and to evaluate the activities performed under the MOA.
12. Provide issued permits and other decisions to the MassDOT project manager.
13. Annually, or upon request by the MassDOT's point of contact, obtain Corps feedback about MassDOT's performance for: (1) quality of work submitted to Corps for review and approval; (2) MassDOT staff knowledge of Corps regulations, rules, and permit requirements; (3) resolving non-compliance issues; and (4) professional conduct related to communication and coordination. The feedback should also include Corps' recommendations for improving working relationships with and performance of MassDOT staff.

#### IV. FUNDING

This MOA shall be for a term of three (3) years expiring on September 30, 2019. The costs of funding the COE employee shall include all salary-related costs assessed by COE. The total funds needed for these services will not exceed \$546,760.00 (MassDOT share being \$273,380.00; FHWA share being \$273,380.00), with the contract expiring on September 30th 2019.

#### V. MOA PERFORMANCE MEASURES

- A. Performance measures are indicators of performance pertaining to achievement of MassDOT and Corps goals for the MOA. Performance measures results and subsequent evaluation methods can be used to determine the effectiveness of the MOA, which will help all Parties to understand, manage, and allow for modification of the MOA, as necessary. Detailed Performance Measures are described in **Attachment A**.
- B. The performance measures listed in **Attachment A** (along with specific performance targets) may be revised based on collaborative evaluation between MassDOT and the Corps. The focus is on quantitative measures where data are readily available, such as permit process times and completeness of MassDOT applications.
- C. If either MassDOT or the Corps believes that the respective responsibilities of the Parties are not being implemented in a satisfactory manner, then the Parties shall utilize their best efforts to attempt to resolve this issue in a cooperative fashion.

#### VI. GENERAL TERMS

- A. Duration. The duration of this MOA is from the date of signature of the last Party to sign this MOA to and thru September 30, 2019 unless extended or terminated as provided below. This MOA may be extended in yearly increments by a written agreement signed by the Parties, as provided for in Paragraph X below.
- B. Impartial Decision Marking

It is understood and agreed that in order to ensure that the acceptance and expenditure of funds will not impact impartial decision making with respect to permit review and final permit decision, either

substantively or procedurally, the New England District will comply with the following standards, as mandated by Headquarters, U.S. Army Corps of Engineers:

1. In cases where MassDOT/FHWA funds are used, all final permit decisions, including all reporting general permit verifications, must be reviewed and signed by at least one level above the decision maker. For example, if the decision maker is the Chief, Permits & Enforcement Branch, then the reviewer would be the Chief, Regulatory Division.

2. All jurisdictional determinations made on projects where MassDOT/FHWA funds are used must have documentation that a Corps regulator, not funded by MassDOT/FHWA, reviewed and agreed with the determination (e.g., peer review).

3. All final permit decisions, including all reporting general permit verifications, for cases where MassDOT/FHWA funds are used will be made available and updated monthly on the New England District's web page in an area separate from any other final actions, clearly identifiable as being for projects funded by and through this authority.

- C. MassDOT/FHWA funds will not be expended for costs associated with the review of the Corps' work undertaken by supervisors, persons or elements of the Corps decision making chain of command. However, funds may be used for additional staff if found to be necessary to accomplish the work load. The Corps may expend funds provided by MassDOT to hire contractors to perform select duties, including but not limited to, site visits; preparing and providing technical materials, including environmental documentation; GIS-related services; and meeting coordination for the purposes of augmenting the resources available to the Corps for expediting its review of MassDOT priority projects. If such expenditures when combined with the costs of Corps' personnel require funding in excess of the amount available under this MOA, then the Corps, as appropriate, shall not hire said contractor until and unless additional funds are provided by MassDOT and the Parties execute a written amendment to this MOA.
- D. MassDOT/FHWA funds will not be used for enforcement activities but may be used for permit compliance monitoring.

## VII. NOTICE

A. To provide for consistent and effective communication between MassDOT, FHWA and the Corps, each Party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. For the purposes of this MOA, MassDOT's Principal Representative shall be:

Susan McArthur, MassDOT Wetlands Supervisor  
10 Park Plaza, Rm. 4260, Boston, MA 02116  
Tel: (857) 368-8807; Fax: (857) 857-0609  
E-mail: [susan.mcarthur@state.ma.us](mailto:susan.mcarthur@state.ma.us)

For the purposes of this MOA, the Principal Representative for FHWA shall be:

*JM 11-30-16*  
JASON DVELIS, PE (RI), ENVIRONMENTAL PROTECTION  
Michael Chong, Planning & Environmental Team Leader  
55 Broadway -10th Floor, Cambridge, MA 02142  
Tel: (617) 494-3275; Fax: (617) 494-3355  
E-mail: [Michael.Chong@dot.gov](mailto:Michael.Chong@dot.gov) JASON.DVELIS@DOT.GOV  
(617) 494-2702

For the purposes of this MOA, the Principal Representative for the Corps shall be:

Barbara H. Newman  
Chief, Permits & Enforcement Branch, Regulatory Division  
U.S. Army of Corps of Engineers, New England District  
696 Virginia Road, Concord, MA 01742-2751  
Tel: (978) 318-8828  
E-mail: [Barbara.H.Newman@usace.army.mil](mailto:Barbara.H.Newman@usace.army.mil)

B. Any notice required by the MOA to or between the Parties shall be in writing and sent to the Principal Representatives by certified mail or recognized overnight courier with proof of delivery.

## VIII. APPLICABLE LAWS

The applicable statutes, regulations, directives, and procedures of the United States will govern this MOA and all documents pursuant thereto. Unless otherwise required by law, all expediting of permit applications undertaken by the Corps will be governed by Corps regulations, guidance, procedures and policies.

**IX. DISPUTE RESOLUTION**

The Parties agree that, in the event of a dispute between the Parties regarding implementation of this MOA (excluding any specific permit application/decisions) MassDOT, FHWA and the Corps shall use their best efforts to expeditiously resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The Parties agree that in the event such measures fail to resolve the dispute, they shall proceed in accordance with applicable Federal law.

**X. AMENDMENT, MODIFICATION AND TERMINATION**

- A. This MOA may be modified or amended only in writing and by mutual agreement of the Parties.
- B. A Party may terminate this MOA, without cause, upon sixty (60) days written notice to the Principal Representative of the other Parties at the addresses provided in the Notice section. In the event of termination, MassDOT and FHWA shall continue to be responsible for all costs incurred by the Corps under this agreement prior to the date of such termination.
- C. Within sixty (60) days after termination, or the expiration of this A, the Corps shall conduct a final accounting to determine the actual costs of the work performed pursuant to this agreement. Within thirty (30) days of completion of this accounting, the Corps shall return to MassDOT, subject to compliance with the Anti-Deficiency Act (31 U.S.C. 1341 et seq.), any
- D. unobligated or unexpended funds advanced in excess of the actual costs.

**XI. PUBLIC INFORMATION**

Justification and explanation of MassDOT's programs or projects before other agencies, departments, and offices will not be the responsibility of the Corps. The Corps may provide, upon request from MassDOT, assistance to support justification or explanations of activities conducted under this MOA. In general, the Corps is responsible only for public information regarding the Corps' regulatory activities. MassDOT will give the Corps, as appropriate, advance notice before making formal, official statements regarding activities funded under this MOA.

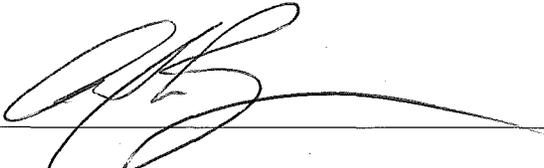
## **XII. MISCELLANEOUS**

- A. The following link is provided to the Regulatory Informational webpage:  
<http://www.nae.usace.army.mil/Missions/Regulatory/WRDA214.aspx>
- B. This MOA will not affect any pre-existing or independent relationships or obligations of the Parties.
- C. The Corps' participation does not imply endorsement of MassDOT projects nor does it diminish, modify or otherwise affect the Corps statutory or regulatory authorities.
- D. This MOA and attachments constitute the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this MOA. No waiver, consent, modification or change of terms of this MOA shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any Party to enforce any provision of this MOA shall not constitute a waiver by that Party of that or any other provision.
- E. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by Federal law and regulation.
- F. This MOA does not preclude the Parties from entering other inter-agency agreements relative to their respective roles and responsibilities; however, any other agreement entered into should not contradict or otherwise undermined the intent of this MOA.

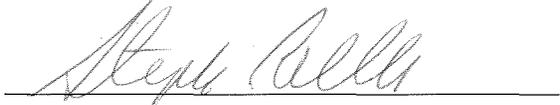
## **XIII. EFFECTIVE DATE**

This MOA will become effective on the date of the signature by the last Party. This MOA shall remain in force until **September 30, 2019**, or until this agreement is terminated, or until all available funds have been expended and not otherwise replenished by amendment to increase the maximum amount of this MOA.

IN WITNESS WHEREFOR, the Parties hereto execute this MOA to the last date written below.

Date: 19 DEC 2016 BY:   
Christopher J. Barron, Colonel  
District Engineer  
U.S. Army Corps of Engineers

Date: 10-27-16 BY:   
Thomas J. Tinlin, Administrator  
Massachusetts Department of Transportation,  
Highway Division

Date: \_\_\_\_\_ BY:   
Stephanie Pollack, Secretary and CEO  
Massachusetts Department of Transportation

Date: 11-30-16 BY:   
Jeffrey McEwen, Administrator  
Massachusetts Division  
Federal Highway Administration

**ATTACHMENT A**  
**Performance Measures**

	<b>PERFORMANCE MEASURES</b>	<b>PERFORMANCE TARGETS</b>
1.	Determination of completeness of Corps applications	Within 15 days of submission
2.	Individual Permit decisions within 120 days after submittal of a complete application with the exception of those that are delayed due to: absence of CWA Section 401 certification; Section 7 of the Endangered Species Act (ESA) consultation(s); Section 106 of the National Historic Preservation Act consultation(s); untimely submittal of information or comments from MassDOT; extended comment period for Public Notice; and/or environmental review processes with statutory time frames (e.g. Environmental Impact Statement).	55% of submitted actions
3.	General permit decisions within 60 days after submittal of a complete application	85% of submitted actions

**Definitions and Notes**

1. **Determination of completeness of Corps applications.** This refers to applications formally deemed complete in accordance with 33 CFR Part 325.1.
2. **Individual Permits.** The target is for 55% of submitted permit actions to meet the 120 day standard. The national COE goal for processing individual permits was 50% within 120 days of a complete application.
3. **General Permits.** The target is for 85% of submitted actions to meet the 60 day standard. The national Corps goal for processing other permit actions is 80% within 60 days of a complete application.

**Attachment B**  
**MassDOT Project Requiring ACOE Permits**  
**FY2017**

Project Number	Project Description	HWY	District	Ad Date	Permit Type
607584	COLRAIN- BRIDGE REPLACEMENT, C-18-020, HEATH ROAD OVER WEST BRANCH NORTH RIVER	75% Design	District 1	3/4/2017	PCN
607573	HAVERTHILL- RECONSTRUCTION ON ROUTE 97 (BROADWAY), FROM SILVER BIRCH LANE TO RESEARCH DRIVE	75% Design	District 4	3/25/2017	PCN
607442	NORTHBOROUGH- SHREWSBURY- RECONSTRUCTION ON ROUTE 9 & ROUTE 20 RAMP IMPROVEMENTS	75% Design	District 3	4/1/2017	PCN
607527	ORANGE- BRIDGE REPLACEMENT, O-03-009, HOLTSHIRE ROAD OVER MILLERS RIVER	75% Design	District 2	4/1/2017	PCN
606206	OXFORD- RECONSTRUCTION ON CHARLTON STREET, BETWEEN MAIN STREET AND DUDLEY ROAD	75% Design	District 3	4/1/2017	PCN
607529	WINCHENDON- BRIDGE REPLACEMENT, W-39-015, NORTH ROYALSTON ROAD OVER TARBELL BROOK	75% Design	District 2	4/8/2017	PCN
607671	HEATH- BRIDGE REPLACEMENT, H-14-001, SR 8A (JACKSONVILLE STREET) OVER MILL BROOK	75% Design	District 1	4/22/2017	PCN
607551	LEE- LENOX- BRIDGE REPLACEMENT, L-05-020=L-07-003, VALLEY STREET OVER HOUSATONIC RIVER	25% Design	District 1	4/22/2017	PCN
607922	LEICESTER- BRIDGE REPLACEMENT, L-06-017, RAWSON STREET OVER THE CEDAR MEADOW POND INLET	75% Design	District 3	4/29/2017	PCN
605384	AGAWAM- WEST SPRINGFIELD- BRIDGE REPLACEMENT, A-05-002=W-21-014, ROUTE 147 OVER THE WESTFIELD RIVER & INTERSECTION & SIGNAL IMPROVEMENTS @ 3 LOCATIONS	25% Design	District 2	5/6/2017	PCN
608036	WESTFORD- INTERSECTION IMPROVEMENTS @ GROTON ROAD (ROUTE 40) & OAK HILL ROAD	25% Design	District 3	5/6/2017	PCN
608420	LOWELL- RECONSTRUCTION AND REHABILITATION OF SIX BRIDGES (ENEL BRIDGES) TIGER GRANT	Approved	District 4	6/3/2017	PCN
604810	MARLBOROUGH- RECONSTRUCTION OF ROUTE 85 (MAPLE STREET)	75% Design	District 3	6/3/2017	PCN
608250	ROYALSTON- BRIDGE REPLACEMENT, R-12-001 (B35), STOCKWELL ROAD OVER LAWRENCE BROOK	25% Design	District 2	6/3/2017	PCN
607548	SHELBURNE- BRIDGE REPLACEMENT, S-11-006, BARDWELL FERRY ROAD OVER DRAGON BROOK	25% Design	District 1	7/15/2017	PCN
607954	DANVERS- BRIDGE REPLACEMENT, D-03-018, ST 128 OVER WATERS RIVER	Approved	District 4	7/22/2017	PCN
607528	AMHERST- BRIDGE REPLACEMENT, A-08-008, MILL STREET OVER MILL RIVER	25% Design	District 2	8/5/2017	PCN
604173	BOSTON- BRIDGE REHABILITATION, B-16-016, NORTH WASHINGTON STREET OVER THE BOSTON INNER HARBOR	75% Design	District 6	8/5/2017	Individual Permit
605306	HAVERTHILL- SUPERSTRUCTURE REPLACEMENT, H-12-039, I-495 (NB & SB) OVER MERRIMACK RIVER	25% Design	District 4	8/5/2017	Individual Permit
605328	RAYNHAM- BRIDGE REPLACEMENT, R-02-013 (3PA), US 44 (CAPE HIGHWAY) OVER SR 24	25% Design	District 5	8/5/2017	PCN
602740	SHREWSBURY- RESURFACING & RELATED WORK ON MAIN STREET, FROM I-290 RAMP EASTERLY TO MAPLE AVENUE	75% Design	District 3	8/5/2017	Self Verification
607550	LEE- SUPERSTRUCTURE REPLACEMENT, L-05-034, CHAPEL STREET OVER GREENWATER BROOK	Approved	District 1	8/12/2017	PCN

**Attachment B**  
**MassDOT Project Requiring ACOE Permits**  
**FY2017**

Project Number	Project Description	HWY	District	Ad Date	Permit Type
606638	SUTTON- BRIDGE REPLACEMENT, S-33-005, BLACKSTONE STREET OVER BLACKSTONE RIVER	25% Design	District 3	8/19/2017	PCN
605038	PLYMOUTH- RECONSTRUCTION OF TAYLOR AVENUE, FROM WHITE HORSE ROAD TO MANOMET POINT ROAD, INCLUDES BRIDGE REPLACEMENT OF P-13-010	100% Design	District 5	8/26/2017	PCN
606669	AMESBURY- POWWOW RIVERWALK CONSTRUCTION, MAIN STREET TO WATER STREET, INCLUDES PED BRIDGE OVER THE BACK RIVER & PED BRIDGE OVER THE POWWOW RIVER	25% Design	District 4	9/2/2017	PCN
602564	CARVER- MIDDLEBOROUGH- BRIDGE REPLACEMENT, C-04-004=M-18-025, ROCHESTER ROAD OVER WEWEANTIC RIVER	Approved	District 5	9/2/2017	PCN
607549	CHESTERFIELD- BRIDGE REPLACEMENT, C-12-009, IRELAND STREET OVER WEST BRANCH BRONSON BROOK	Approved	District 1	9/2/2017	PCN