

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
UNITED STATES CORPS OF ENGINEERS, BALTIMORE DISTRICT  
AND THE  
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING  
RESTORATION AND PARTIAL RECONSTRUCTION  
OF THE  
GEORGETOWN CASTLE GATEHOUSE  
AT THE  
GEORGETOWN RESERVOIR, WASHINGTON AQUEDUCT  
WASHINGTON, DC**

**WHEREAS**, the Washington Aqueduct (WA) a division of the United States Corps of Engineers, Baltimore District (USACE), is in the process of restoring and repairing the Georgetown Castle Gatehouse (Castle); and

**WHEREAS**, USACE determined that the restoration and repair of the Castle constitutes an “undertaking” (Undertaking) as defined in 36 C.F.R. § 800.16(y) and is subject to Section 106 of the National Historic Preservation Act (Section 106), 54 U.S.C. § 306108, and its implementing regulations at 36 C.F.R. Part 800; and

**WHEREAS**, on June 15, 2015, USACE initiated consultation with the District of Columbia State Historic Preservation Officer (DC SHPO) pursuant to 36 C.F.R. Part 800 regarding the effects of the undertaking and related improvements at the Georgetown Reservoir, including work on the Influent Gatehouse, the West Shaft Gatehouse, the former Effluent Gatehouse, and the Meig’s Vault; and

**WHEREAS**, USACE in consultation with the DC SHPO, defined the undertaking’s Area of Potential Effect as the limits of disturbance for the improvement work at Georgetown Reservoir and those areas from which the work will be visible; and

**WHEREAS**, the Castle is a historic property individually listed in the National Register of Historic Places (NRHP); and

**WHEREAS**, WA is a National Historic Landmark (NHL) District, and the Castle was listed as a contributing resource in the 1973 NHL Nomination package; and

**WHEREAS**, in 2001, USACE drafted a revised update to the WA NHL District that defined the NHL’s period of significance from 1853-1880, and that documentation concluded that as the Castle was constructed outside of this period of significance, in 1901, it did not contribute to the NHL; and

**WHEREAS**, the contributing status of the Castle to the NHL remains in question since the 2001 draft NHL update was never accepted by the Secretary of the Interior, and the 1973 designation remains the controlling document; and

**WHEREAS**, WA determined that no archaeological resources would be affected by the proposed undertakings at the Georgetown Reservoir, and the DC SHPO concurred with this determination; and

**WHEREAS**, the National Capital Planning Commission (NCPC) is a Consulting Party in the Section 106 process pursuant to 36 CFR § 800.3(f)(1), has approval authority over Federal projects located within the

District of Columbia and has approval authority over all land transfers and physical alterations to Federal property pursuant to the National Capital Planning Act (40 U.S.C. § 8722(b)(1) and (d)); and

**WHEREAS**, On May 17, 2016, NCPC determined that the initial project proposal pertaining to the "rehabilitation and improvement of buildings and structures involving no change in the existing character, predominant use, or extent of the building or structure" met the criteria of Section 2(B) of NCPC's project submission guidelines for exemption of Commission Review; and

**WHEREAS**, CFA participated in the consultation as a Consulting Party, and CFA has a review authority over federal projects located in the national capital region (40 U.S.C. §§ 9101–9104 (2011)), and reviewed and commented on a final design for the undertaking through their formal review process for federal projects; and

**WHEREAS**, On April 22, 2016, CFA determined in a letter that there was no objection to the renovation and rehabilitation of the Influent Gatehouse, Castle, and Meig's Vault; and

**WHEREAS**, between 2015 and 2023, the DC SHPO consulted with USACE on several, on-going iterations of the project design and concurred with USACE that each planned change in scope would have no adverse effect on historic properties; and

**WHEREAS**, on August 1, 2024, the DC SHPO was contacted by a neighborhood resident concerned that two of the Castle turrets were "being demolished," and the DC SHPO then contacted USACE and the Advisory Council on Historic Preservation (ACHP) to determine what had occurred; and

**WHEREAS**, USACE established that its onsite construction contractor, Atlantic Refinishing & Restoration, Inc., (ARRI) had deconstructed the southern two turrets and one third of the northwest turret due to the deteriorated condition of the brick walls with the intention to rebuild them with in-kind brick and mortar; and

**WHEREAS**, USACE also established that ARRI had also removed and replaced deteriorated face brick on the exterior walls of the main body of the Castle and reconstructed one exterior wythe on each of the four arches in the main body of the Castle; and

**WHEREAS**, USACE determined that the deconstruction of the turrets down to their foundational bases, the replacement of face brick and the arch reconstruction was outside of the scope previously consulted on with the DC SHPO and the DC SHPO concurred; and

**WHEREAS**, USACE issued a formal stop work order to the construction contractor, ARRI, on August 7, 2024; and

**WHEREAS**, since the Castle is considered part of the NHL, USACE formally initiated consultation with the National Park Service-National Historic Landmarks Program (NPS) on August 7, 2024, in accordance with Section 110(f) of the NHPA and 36 CFR § 800.10(c); and

**WHEREAS**, on August 7, 2024, USACE reopened Section 106 consultation with the DC SHPO, the ACHP, and NPS and had an onsite consulting parties meeting with USACE, DC SHPO, ACHP, and the contractor teams on 12 August 2024; and

**WHEREAS**, on August 16, 2024, USACE determined that the aforementioned deconstruction of the turrets, replacement of face brick and arch rebuilds, and the associated reconstruction constituted an adverse effect on the historic property due to the resulting loss of historic fabric; and

**WHEREAS**, on August 18, 2024, the DC SHPO and ACHP agreed that the rebuild of the southern turrets could commence, while this MOA was being drafted to safeguard the overall structural stability of the Castle; and

**WHEREAS**, on September 5, 2024, USACE sought public input and comments by posting an announcement of the adverse effect finding on the agency's public facing website, Facebook page, and Instagram page, and no comments were received from the general public; and

**WHEREAS**, on August 23, 2024, USACE invited Bethesda Historical Society, Association of Oldest Inhabitants of DC, Foxhall Community Citizens Association, Palisades Community Association, DC Preservation League, National Trust for Historic Preservation, Montgomery Preservation, Montgomery County Civil War Round Table, Historic Preservation Office, Montgomery County Planning Department, and Historic Preservation Commission, C&O Canal Trust, and Citizens Association of Georgetown to participate in the consultation process ; and

**WHEREAS**, the Association of Oldest Inhabitants of DC, Foxhall Community Citizens Association, and DC Preservation League accepted the invitation and are the Consulting Parties to this MOA; and

**WHEREAS**, in a letter dated August 26, 2024, the ACHP declined to continue their participation as a consulting party and chose not to be a signatory to this MOA, but requested USACE complete an After-Action Review (AAR) to determine how breakdowns in communication occurred over the course of this project and how USACE cultural resources staff could be better integrated into project teams during construction; and

**WHEREAS**, NPS was requested to sign this MOA as a concurring party but declined to do so on May 5, 2025, indicating that NPS responsibilities under this MOA do not extend beyond those provided to any applicant for NHL designation or update; and

**NOW, THEREFORE**, USACE and the DC SHPO (Signatories) agree that the rebuild of the Castle turrets shall be implemented in accordance with the following stipulations to take into account the effects of the undertaking on historic properties.

## **STIPULATIONS**

USACE shall ensure the following stipulations are carried out.

### **I. Minimization Measures: Salvage and Reconstruction**

- A. Due to the advanced deterioration and poor structural condition of the historic brick walls, a complete restoration of the four turrets was not possible, but the USACE reconstructed all four turrets to match their exact original appearance, dimensions and all other details using as many salvaged bricks as feasible. Retention and reuse of the original bricks minimized the adverse effect by retaining as much historic fabric as possible. All other bricks were replaced in-kind. The reconstruction was carried out in accordance with the agreed upon methodology and salvage criteria (Stipulation IB) and the extent of reconstruction was carefully documented for future reference. Stucco application to the exterior of the Castle is in progress. Within three (3) months of the date that work is fully completed (turret reconstruction and stucco application), photos of the reconstructed Castle turrets and illustrations which document the extent of reconstruction will be provided to the consulting parties. USACE shall provide the Consulting Parties forty-five (45) days to review and comment on the reconstruction documentation, shall revise the documentation based

upon any questions or comments received and distribute a final, revised version within three (3) additional months of receipt of timely comments.

- B. Salvage Criteria: For brick salvage, two primary criteria were essential: structural integrity and moisture damage. Any brick that was not cracked, had not lost its fire skin, and had not exhibited erosion or spalling affecting 50% or more of its surface area was considered structurally suitable. Additionally, bricks should not have shown severe signs of moisture damage, such as spalling or crumbling. Salvage occurred through a careful and methodical process designed to preserve as many usable bricks as possible. Once the bricks were removed from the walls, they were assessed to identify bricks that met salvage criteria then sorted based on their condition, with those meeting the criteria being cleaned of excess mortar and debris. Suitable bricks were stored in a clean, dry environment to prevent further deterioration before reinstallation. Finally, these bricks were used in the reconstruction process, ensuring they are integrated seamlessly with new materials as needed.

## II. Mitigation Measures

- a. Interpretive Panel: USACE will develop and install one (1) permanent interpretive panel in the vicinity of the Castle visible to the public. The panel's content will include general historical information about the Castle. Within one (1) year of the last signature on this MOA, USACE shall submit a draft design of the interpretive panel, including proposed text, images, materials, and placement, to the DC SHPO and the Consulting Parties for a forty-five (45) day review and comment period. USACE will evaluate and consider all timely DC SHPO and Consulting Party comments and will revise the interpretive panel accordingly. USACE will install the final interpretive panel no later than eighteen (18) months after the design is approved by the DC SHPO and Consulting Parties. USACE will provide the DC SHPO and the Consulting Parties with digital photographs of the completed interpretive panel within sixty (60) days of installation.
- b. Online Article: USACE will develop and post an online article about the Castle that is linked to the Baltimore District public facing website. This article will include photos and general historic information about the Georgetown Reservoir and the Castle. Within one (1) year of the last signature on this MOA, USACE shall provide a link to the draft design of the article, including proposed text, images, materials, and placement, to the DC SHPO and the Consulting Parties for their review and comment. USACE will revise the article in accordance with DC SHPO and Consulting Party comments. USACE will provide the DC SHPO and the Consulting Parties with the link to the final article within sixty (60) days after comments have been resolved.
- c. Additional Public Outreach: USACE shall publish a publicly accessible article within the USACE publication *The Chesapeake Engineer*, that describes the historic significance of the Castle and provides an overview of this project. The article will address how these repairs were necessary and will stabilize the Castle for the future. The article will also discuss the permeability of and maintenance needs for historic brick. The article will be published within two (2) years of the last signature on this MOA. USACE shall provide electronic copies of the article to the DC SHPO and Consulting Parties within one (1) month of the date the article is published.
- d. National Register of Historic Places and National Historic Landmark Documentation Updates: USACE shall update the Castle individual NRHP. The updated information will include the extent of recent repairs and their effects on the Castle's historic integrity. USACE shall also

update, finalize, and submit an updated WA National Historic Landmark (NHL) District package to the NPS, building off the 2001 package that was never finalized. The documentation will explain how USACE's water treatment facilities and practices evolved over time. The documentation will resolve whether the Castle contributes to the NHL District and will establish a set period of significance for the NHL District.

- i. All documentation shall be completed by an architectural historian or historian that meets the *Secretary of the Interior's Professional Qualification Standards* (48 Federal Register 44738-9, Sept. 29, 1983). All work performed under the provisions of this stipulation shall be conducted in accordance with the following standards and guidelines, as relevant: *Recording Historic Structures and Sites for the Historic American Engineering Record* (48 Federal Register 44731-34, September 29, 1983), *Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 C.F.R. § 68), *2023 NHL Bulletin: Guidelines for Preparing National Landmark Nomination*, and applicable NPS National Register of Historic Places Bulletins, including *NRB 16A (1997) and 16B (2018): How to Complete the National Register Registration Form*.
- ii. Within two (2) years of the last signature on this MOA, USACE shall provide the complete draft National Register/DC Landmark Cover Sheet update package to the DC SHPO and the NPS for a sixty (60) day review and comment period. USACE will evaluate and consider any timely DC SHPO and NPS comments and continue to consult until a draft which is acceptable to the DC SHPO and NPS has been developed.
- iii. USACE shall prepare a revised NHL documentation package in coordination with the NPS NHL Program, following Program guidance. NHL updates are accepted by the Secretary of the Interior after review and recommendation by the National Park System Advisory Board (NPSAB). NPSAB has an NHL Committee that completes the first review, then the NPSAB makes a recommendation for acceptance/designation to the Secretary. USACE will notify the other consulting parties of Secretary of the Interior's acceptance of the documentation within one (1) month of its acceptance.
- iv. Due to the sensitive nature of the mission and facilities at WA, USACE and Department of Defense must retain the ability to review and control the content of the nomination packages, and WA may withhold portions of the documentation containing sensitive information (including certain maps and/or photos) as deemed necessary to comply with Department of Defense requirements. NPS retains the right to not accept the new documentation if it does not contain sufficient information to allow the National Park System Advisory Board to evaluate the new information. NPS and USACE shall work together during the process to identify an acceptable minimum level of documentation needed.
- e. Historic Buildings and Public Parks Medallion: A Historic Buildings and Public Parks medallion was located on the bottom of the southeast tower before construction began on the Castle (Attachment 1). During the removal of stucco from the Castle, this marker was misplaced, and its location cannot be identified. Therefore, if the medallion cannot be found, USACE shall procure a replacement medallion of the same size and appearance and install it on the southeast tower before construction is complete. Within one (1) month of its installation, a photograph of the installed medallion will be submitted to the Consulting Parties.

- f. After Action Review (AAR): USACE will complete an AAR involving the entire project delivery team to analyze the life of the project (strengths, weaknesses, opportunities, and threats) and what happened that resulted in this adverse effect. As part of this AAR, USACE will identify recommended training for staff and standard operating procedures for all future projects at WA. Within six (6) months of the signing of this MOA, USACE will provide ACHP, DC SHPO, and the Consulting Parties a written summary with conclusions and path forward for internal NHPA process improvements at Baltimore District.

### **III. Timing for Review and Comments**

- a. All references to time periods in this MOA are in calendar days unless otherwise stated. If a review period included in this MOA ends on a Saturday, Sunday, or Federal holiday, the review period will be extended until the first business day following the Saturday, Sunday, or Federal holiday.
- b. Except as otherwise stated in this MOA, the DC SHPO, NPS, and Consulting Parties agree to provide comments on all submitted documentation arising from this MOA within specified timeframes. If no comments are received from the DC SHPO, NPS, or Consulting Parties within the specified review periods, USACE may move forward with the relevant plans as proposed. USACE shall provide written responses to all DC SHPO or other Consulting Parties comments, or concerns received within thirty (30)-days of receipt. Points of contact for all submissions for USACE and the Consulting Parties can be found in Attachment 2.

### **IV. Dispute Resolution**

Should a Signatory object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, USACE shall consult with such party to resolve the objection. If USACE determines that such objection cannot be resolved, USACE will:

- a. Forward all documentation relevant to the dispute, including the USACE's proposed resolution, to the ACHP. The ACHP shall provide USACE with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, USACE shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and Signatories and provide them with a copy of this written response. USACE will then proceed according to its final decision.
- b. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USACE shall prepare a written response that takes into account any timely comments received during the dispute consultation from the DC SHPO the MOA and provide them and the ACHP with a copy of such written response.
- c. USACE's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

### **V. Annual Report**

USACE will update the Signatories and the Consulting Parties on the actions taken to implement the terms of this MOA. The update will take the form of a memorandum submitted on an annual basis from

the effective date of the execution of this MOA until its completion, at a minimum. The annual report shall include information regarding activities undertaken pursuant to this MOA and information on the overall status of the Project.

## **VI. Amendments**

This MOA may be amended when an amendment is agreed to in writing by both Signatories. The amendment shall be effective on the date a copy signed by both Signatories is filed with the ACHP.

## **VII. Termination**

If a Signatory determines that the terms of the MOA cannot or are not being carried out, that party shall notify the other Signatory in writing within thirty (30) days of such determination and consult to seek amendment of the MOA, pursuant to Stipulation VI (Amendments). If within sixty (60) days, or another time period agreed upon by both Signatories, an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatory. Once the MOA is terminated, and prior to work continuing on the Undertaking, USACE must (a) either execute a new MOA pursuant to 36 C.F.R. § 800.6 or (b) comply with request comment from the ACHP, and take into account, and respond to the comments of the ACHP per 36 C.F.R. § 800.7(c). USACE shall notify the Signatories as to the course of the action it will pursue.

## **VIII. Unanticipated Discoveries**

If, in the course of the undertaking, potential historic properties or archaeological resources are discovered or unanticipated effects on historic properties are found, USACE shall address these post-review discoveries in accordance with 36 C.F.R. § Part 800.13(b).

## **IX. Availability of Federal Funds / Anti-Deficiency Act**

The obligations of USACE under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act and other applicable provisions of federal fiscal law. USACE shall make a reasonable and good faith effort to secure the necessary funds to implement its obligations under this MOA. If compliance with the Anti-Deficiency Act or other applicable provisions of federal fiscal law alters or impairs USACE's ability to implement its obligations under this MOA, USACE shall consult in accordance with Stipulation VI (Amendments) and, if necessary, Stipulation VII (Termination).

## **X. Applicable Law and Severability**

This MOA shall be governed by and construed in accordance with the federal laws of the United States and, in the absence of controlling federal laws, in accordance with the laws of the District of Columbia, without regard to any conflict of laws principles thereof. If any provision of this MOA shall be or become illegal or unenforceable in whole or in part the remaining provisions shall nevertheless be valid, binding, and enforceable.

## **XI. Electronic Copies**

Within one (1) week of the last signature on this Agreement, USACE shall provide the DC SHPO with one high quality, legible, full color, electronic copy of this fully executed MOA integrated into one, single document. Internet links shall not be used as a means to provide copies of any documents since links to web-based information often change. If the electronic copy is too large to send by e-mail,

USACE shall provide the DC SHPO with a copy of this MOA as described above, on a compact disc or other suitable, electronic means.

## **XII. Duration**

This MOA shall be in effect for a period of eight (8) years from the date of the last Signatory's signature. All obligations under this MOA must meet established deadlines within the stipulations, and the entire Undertaking must be completed before expiration of this MOA. At any time prior to expiration of this MOA, USACE and DC SHPO may agree in writing to extend its duration with or without amendments. No extension or modification will be effective unless all Signatories to the MOA have agreed to it in writing.

*Execution of this MOA and implementation of its terms evidence that USACE has taken into account the effects of the undertaking on historic properties and afforded the ACHP a reasonable opportunity to comment.*

**Signatures Follow on Separate Pages**

**SIGNATORY PAGE  
MEMORANDUM OF AGREEMENT  
REGARDING  
RESTORATION AND PARTIAL RECONSTRUCTION  
OF THE GEORGETOWN CASTLE GATEHOUSE  
AT THE GEORGETOWN RESERVOIR, WASHINGTON AQUEDUCT, WASHINGTON, DC**

**THE UNITED STATES ARMY CORPS OF ENGINEERS, BALTIMORE DISTRICT**



Digitally signed by  
PERA.FRANCIS.BALAYE  
.1029339330  
Date: 2025.06.10  
13:28:59 -04'00'

Date: \_\_\_\_\_

\_\_\_\_\_  
COL FRANCIS B PERA  
COMMANDER

SIGNATORY PAGE  
MEMORANDUM OF AGREEMENT  
REGARDING  
RESTORATION AND PARTIAL RECONSTRUCTION  
OF THE GEORGETOWN CASTLE GATEHOUSE  
AT THE  
GEORGETOWN RESERVOIR, WASHINGTON AQUEDUCT, WASHINGTON, DC

THE DISTRICT OF COLUMBIA HISTORIC PRESERVATION OFFICER



\_\_\_\_\_  
DAVID J. MALONEY  
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER

Date: 6/26/2025

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
UNITED STATES CORPS OF ENGINEERS, BALTIMORE DISTRICT  
AND THE  
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING  
RESTORATION AND PARTIAL RECONSTRUCTION  
OF THE  
GEORGETOWN CASTLE GATEHOUSE  
AT THE  
GEORGETOWN RESERVOIR, WASHINGTON AQUEDUCT  
WASHINGTON, DC

**Attachment 1: Photograph of the Historic Buildings and Public Parks Medallion to be Replaced**



MEMORANDUM OF AGREEMENT  
BETWEEN THE  
UNITED STATES CORPS OF ENGINEERS, BALTIMORE DISTRICT  
AND THE  
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING  
RESTORATION AND PARTIAL RECONSTRUCTION  
OF THE  
GEORGETOWN CASTLE GATEHOUSE  
AT THE  
GEORGETOWN RESERVOIR, WASHINGTON AQUEDUCT  
WASHINGTON, DC

**Attachment 2: Points of Contact**

**USACE, Baltimore District:**

Rudolph Chow  
WA General Manager  
[Rudolph.S.Chow@usace.army.mil](mailto:Rudolph.S.Chow@usace.army.mil)

Amy Guise  
Chief of Planning Division  
[Amy.M.Guise@usace.army.mil](mailto:Amy.M.Guise@usace.army.mil)

**DC State Historic Preservation Office**

Andrew Lewis  
Senior Historic Preservation Specialist  
[Andrew.Lewis@dc.gov](mailto:Andrew.Lewis@dc.gov)

**National Park Service, National Capital Region**

Kathryn Smith  
National Historic Landmarks Coordinator  
[Kathryn\\_Smith@nps.gov](mailto:Kathryn_Smith@nps.gov)

**Association of the Oldest Inhabitants of the District of Columbia**

Bill Brown  
Past President  
[aoiofdc@gmail.com](mailto:aoiofdc@gmail.com)

**Foxhall Community Citizens Association**

Paul DonVito  
Chairman, Historic Preservation Committee  
[pauldonvitodc@gmail.com](mailto:pauldonvitodc@gmail.com)

**DC Preservation League**

Rebecca Miller  
Executive Director  
[rebecca@dcpreservation.org](mailto:rebecca@dcpreservation.org)