

**MEMORANDUM OF AGREEMENT  
AMONG  
THE UNITED STATES CORPS OF ENGINEERS, BALTIMORE DISTRICT  
AND  
THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING  
RESTORATION 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 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 (DCSHPO), the National Capital Planning Commission (NCPC), and the Commission of Fine Arts (CFA) regarding the effects of the undertaking pursuant to 36 C.F.R. Part 800, regarding the initial scope of work for the building improvements at the Georgetown Reservoir, including work on the Influent Gatehouse, the Castle, 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 Castle work and those areas from which the work will be visible; and

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

**WHEREAS**, WA determined that no significant impact on 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 NCPS’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 Gatehouse, and Meig’s Vault; and

**WHEREAS**, the DC SHPO consulted with USACE on several iterations of project design and scope to avoid and minimize potential adverse effects to historic properties and had concurred with USACE that the planned restoration scope of the Castle would have no adverse effect on historic properties; and

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

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

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

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

**WHEREAS**, On August 7, 2024, USACE reopened Section 106 consultation with the DC SHPO, the ACHP, and the National Park Service- National Historic Landmark Review Team (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 due to the considerable deterioration of the condition of the brick and resulting loss of historic material on all four of the Castle turrets that there was an adverse effect on the historic property; 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, for 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 drafting of this MOA as additional consulting parties; and

**WHEREAS**, the Association of Oldest Inhabitants of DC, Foxhall Community Citizens Association, and DC Preservation League agreed to consult; 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 account for the effects of the undertaking on historic properties.

## STIPULATIONS

USACE shall ensure the following stipulations are carried out.

### 1. Reconstruction of the Southern and Northern Turrets

Due to their deterioration and the condition of the historic brick walls of the turrets, USACE will reconstruct all four turrets to match their original appearance with in-kind materials. The reconstruction will be carried out in accordance with the agreed upon methodology and salvage criteria attached to this MOA. Once work is completed, photos of the reconstructed Castle turrets will be provided to the consulting parties.

### 3. 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 and the Consulting Parties agree to provide comments on all submitted documentation arising from this MOA within thirty (30) calendar days of receipt. If no comments are received from the DC SHPO or other Consulting Parties within the thirty (30)-day review period, 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 the same thirty (30)-day review period.

### 4. Additional Mitigation

- a. **Interpretive Panel:** USACE will install one (1) interpretive panel summarizing the history of the Georgetown Reservoir and Castle. The exhibit will be permanent and installed in a prominent area near 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 their review and comment. USACE will revise the interpretive panel in accordance with DC SHPO and Consulting Party comments and install the final interpretive panel in conjunction with construction of the undertaking, but no later than six (6) months after the undertaking has been completed. USACE will provide the DC SHPO with digital photographs of the completed interpretive panel within sixty (60) days of installation.
- b. **Documentation:** USACE shall update the Castle Gatehouse individual NRHP and DC Inventory Forms to include discussions of the recent repairs and their impact to the Castle's historic integrity. USACE shall also prepare supplementary documentation for the WA National Historic Landmark District that resolves whether the Castle contributes to the historic district or not.
  - i. The documentation shall be completed by an architectural historian, preservationist, 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) and *Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 C.F.R. § 68).

- ii. Within three (3) years of the last signature on this MOA, USACE shall provide the draft complete package to the DC SHPO and other Consulting Parties for their review and comment. USACE shall incorporate any comments received at the end of the thirty (30) day comment period into the final report.
- iii. USACE shall submit the documentation package to the NPS for its review and acceptance. USACE will notify the Signatories and other consulting parties of NPS acceptance of the documentation for the Castle within one (1) month of its acceptance.
- iv. USACE shall provide copies of the final electronic documentation to the DC SHPO and the USACE Office of History. USACE shall ensure the resulting documentation is suitable for dissemination to the public with the goal of creating awareness for the historical and engineering significance of the Castle. USACE shall provide copies of the documentation to the other consulting parties upon written request.
- v. As WA is a functioning public utility, all documentation will be reviewed by USACE Operational Security staff to determine if certain information must be redacted for public safety. If so, two versions of the documentation package will be produced, a redacted package and an unredacted package. The redacted version will be submitted to the consulting parties, and an unredacted version will be archived with the USACE Office of History.

c. 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.

## 5. 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, Signatories and Concurring Parties, 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 and Concurring Parties to 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.

## **6. 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.

## **7. Amendments**

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

## **8. Termination**

If a Signatory determines that the terms of the MOA cannot or are not being carried out, that party shall notify the Signatories in writing within 30 days and consult with the Signatories to seek amendment of the MOA, pursuant to Stipulation 7 (Amendments). If within sixty (60) days, or another time period agreed upon by all Signatories, an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatories. 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.

## **9. 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).

## **10. 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 7 (Amendments) and, if necessary, Stipulation 8 (Termination).

## **11. 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.

## 12. Electronic Copies

Within one (1) week of the last signature on this Agreement, USACE shall provide each Signatory with one high quality, legible, full color, electronic copy of this fully executed MOA and all of its attachments fully integrated into one, single document. Internet links shall not be used as a means to provide copies of attachments since links to web-based information often change. If the electronic copy is too large to send by e-mail, USACE shall provide each signatory with a copy of this MOA as described above, on a compact disc or other suitable, electronic means.

## 13. Duration

This MOA shall be in effect for a period of **five (5) 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 evidences 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**

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

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

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

DRAFT

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**THE DISTRICT OF COLUMBIA HISTORIC PRESERVATION OFFICER**

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

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

DRAFT



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*CONCURRING PARTIES*

**ORGANIZATION NAME**

**NAME**  
**TITLE**

\_\_\_\_\_

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

DRAFT

## ATTACHMENTS

### North Turret Action Plan

After considering the existing conditions on site, the advanced deterioration and compromised structural integrity of the turrets, the likelihood of internal wall conditions similar to those already observed in other parts of the structure, and other alternatives, the recommended path forward is to proceed with careful deconstruction, selective salvage, and reconstruction of the northern turrets. All bricks will be evaluated individually and considered for potential reuse in the final condition. Of the available options, this approach will result in long-term stabilization and preservation of the structure, maximize the preservation of original historic materials, and minimize additional adverse effects in both the short term and the long term. Salvage efforts will focus on the inner wythe of brick.

#### **Turret Deconstruction Approach**

Based on the defined assumptions and current observations, the following methods are proposed to be used. If the turrets are found to be in better condition than expected, then only the exterior wythe will be removed and rebuilt to provide the best surface for stucco application.

#### Exterior Wythe

The entire exterior wythe will be replaced. Similar to the prior consultation on the treatment of the exterior wythes on the main Castle Gatehouse walls and the West Shaft structure, the entire exterior wythe will be removed and replaced with the approved material to provide a uniform and appropriate surface for new stucco application and to restore the structural integrity of the turret walls. This wythe is not visible in the final building condition due to the application of the final stucco layer.

#### Internal Wythes (2)

Based on the assumptions of the existing condition of the internal wall wythes, and their critical function to tie the wall structure together to act as a single structural mass masonry element, all internal wythe bricks will be removed and replaced with approved material. These wythes are not visible in the final building condition.

#### Interior Wythe

All the interior wythe bricks will be carefully removed during the deconstruction. Each brick will be examined for potential salvage and reuse. Bricks that meet the salvaging criteria as defined by MTF A will be reused in the final reconstruction of the turrets and will be placed on the interior wythe. All new brick will match the existing interior bricks as per the approved brick material submittal.

#### Doors & Windows

All bricks around windows and doors will be removed and replaced. The original construction used different brick configurations around the jambs, and the existing conditions reveal deteriorated conditions and inappropriate construction detailing. See below photos. The new windows and doors require structurally sound substrate to support the window frames and lintels.

#### Deconstruction Sequence

ARRI will deconstruct the turrets using a top-down approach, beginning with the concrete crenellations at the roof and continuing down to the sill of the lower windows at ground level. The deconstruction will be carried out to full depth, except for the area below the ground floor windowsill, where only the exterior wythe of brick will be removed and replaced to allow for the final stucco application. The foundation will

remain in place. The top-down approach will maximize structural stability and allow for careful removal of existing material for evaluation and potential reuse.

### **Salvage of Existing Material**

For brick salvage, two primary criteria are essential: structural integrity and moisture damage. Any brick that is not cracked, has not lost its fire skin, and has not exhibited erosion or spalling affecting 50% or more of its surface area is considered structurally suitable. Additionally, bricks should not show severe signs of moisture damage, such as spalling or crumbling.

Salvage will occur through a careful and methodical process designed to preserve as many usable bricks as possible. Once the bricks have been removed from the walls, they will be assessed to identify bricks that meet salvage criteria then sorted based on their condition, with those meeting the criteria being cleaned of excess mortar and debris. Suitable bricks will be stored in a clean, dry environment to prevent further deterioration before reinstallation. Finally, these bricks will be used in the reconstruction process, ensuring they are integrated seamlessly with new materials as needed.

The expected level of bricks to be salvaged from the existing northern turrets is estimated to be approximately 20-25% of the total bricks based on the assumption that all interior face bricks (one wythe) can be used and reinstalled as the interior wythe. However, this percentage is an initial estimate and may need to be adjusted as the brick removal progresses. The actual salvageable amount will depend on the conditions encountered during demolition, including the degree of deterioration, structural integrity, and potential damage to the bricks that occurs during the deconstruction process.

ARRI will consult with the historic masonry consultant, MTFa, during the brick removal of the remaining turrets through the following steps:

Pre-Demolition Assessment: Before starting the brick removal, MTFa will conduct a thorough assessment of the remaining two turrets. MTFa will confirm the established criterion for the site team to follow during the brick removal process to decide of which bricks are to be salvaged.

Ongoing Oversight: Throughout the brick removal process, the MTFa team will be on-site periodically (once a week, minimum) to provide real-time guidance and oversight. ARRI will also share daily photos with MTFa as work progresses.

Documentation and Reporting: MTFa will document their findings and recommendations, including any significant observations or issues. This documentation will be shared with USACE, including the USACE Cultural Resources subject matter expert (SME), to ensure transparency and facilitate informed decision-making. USACE will disseminate documentation of significant observations or issues to the consulting parties to ensure they can participate in any key points in the decision-making process.

By following these steps, ARRI ensures that the historic masonry consultant expertise is integrated into every phase of the brick removal process, maintaining the quality.

### **Turret Reconstruction Approach**

During reconstruction, ARRI will start from the ground up. The turrets will be rebuilt using the original dimensions based on the exterior scan performed prior to removal of the stucco and field dimensions taken prior to removal of brick. The openings will be constructed to accommodate the new windows with full depth jams and new bearing stainless steel lintels. The vertical multi-wythe joint between the turret and main building structure will be fully toothed to provide a full depth structural connection between the elements. All brick will be installed level, plumb and in plane with fully mortared bed and head joints using the submitted and approved bricks and mortar. The mortar joints will be keyed to allow for the stucco scratch coat. Salvageable historic material that was carefully cleaned and stored will be reused on the interior wythe during its reconstruction. The rebuilding process will be guided by as-built drawings derived from laser scanning and field measurements. All brick, mortar, and stucco used will match the agreed upon specifications provided by the historic masonry consultant, MTFA.

### **Field Communications and Decision Making**

If ARRI needs to make an in-field recommendation to modify the approach, ARRI will communicate with USACE as follows:

- **Formal Notification:** ARRI will provide a formal written notification by email to USACE detailing the recommended modifications. This written notification will include a clear explanation of the reasons for the change, its potential impact on the project, and any supporting documentation or evidence. USACE will provide a copy of this notification to the consulting parties if appropriate based on the proposed approach.
- **Documentation:** The notification will be accompanied by revised plans or drawings, if applicable, that reflect the proposed changes. ARRI will also include any relevant observations or findings from the field that support the recommendation.
- **Meetings and Discussions:** ARRI will arrange a meeting or conference call with USACE to discuss the proposed modifications in detail. This meeting will allow for real-time discussion, clarification of any concerns, and immediate feedback. USACE will invite consulting parties to any meetings as appropriate based on proposed field modifications.
- **Follow-Up:** After the initial communication, ARRI will follow up with USACE to address any questions or issues and ensure that the modifications are understood and approved. ARRI will also document any agreements or decisions made during this follow-up.

This approach ensures that all proposed modifications are communicated clearly and effectively, maintaining transparency and collaboration with USACE throughout the project. USACE will resolve any comments received by the consulting parties on any proposed modifications.

### **Site Meetings, Inspections, and Schedule**

For joint follow-up inspections with USACE during the demolition activities, ARRI will conduct joint inspections by the Superintendent, masonry foreman, QC and SSHO with USACE QA on a regular basis to ensure ongoing compliance and address any issues promptly. The USACE Cultural Resources SME will participate in these inspections as appropriate. ARRI will schedule inspections two or three times a week. This frequency will allow ARRI to address any concerns in a timely manner and maintain alignment with the project's requirements. If additional inspections are required or if any issues arise that need more frequent oversight, ARRI will be flexible and coordinate with USACE to adjust the schedule accordingly. The consulting parties will be invited to any inspections that could pertain to any proposed modifications requiring their input. This approach ensures regular oversight and facilitates effective communication between ARRI and USACE throughout the demolition.