

**MEMORANDUM OF AGREEMENT  
AMONG  
THE NATIONAL PARK SERVICE  
AND  
THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER  
AND  
THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY  
REGARDING  
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY REHABILITATION  
OF SEWER INFRASTRUCTURE, SOAPSTONE VALLEY PARK  
(U.S. RESERVATION 402)**

**THIS MEMORANDUM OF AGREEMENT ("Agreement")** is entered into by the National Park Service ("NPS"), the District of Columbia State Historic Preservation Officer ("SHPO"), and the District of Columbia Water and Sewer Authority ("DC Water") (individually, a "**Signatory**" and collectively, the "**Signatories**"), pursuant to 36 CFR § 800.6(b)(1)(iv), and is effective on the date the last Signatory signs it ("**Effective Date**").

**WHEREAS**, NPS, Rock Creek Park, in cooperation with DC Water, has prepared an Environmental Assessment pursuant to the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*, for the rehabilitation of sewer infrastructure in Soapstone Valley Park (U.S. Reservation 402), as described more particularly in Attachment A attached hereto ("**Sewer Work**"); and

**WHEREAS**, DC Water has developed designs for the Sewer Work that incorporate several actions to avoid, minimize, and mitigate adverse effects to the stream, park vegetation, soils, and topography and are included in the Environmental Assessment, as described in Attachment B attached hereto; and

**WHEREAS**, Soapstone Valley Park ("**Park**") has been determined to be a contributing element to the Rock Creek Park National Register Historic District (amendment pending) ("**Historic District**"); and

**WHEREAS**, NPS has determined that the authorization and issuance of a Special Use Permit for the Sewer Work and actions to be conducted under the proposed alternative constitute an "Undertaking" subject to Section 106 of the National Historic Preservation Act ("**NHPA**"), 54 U.S.C. § 300101 *et seq.*, and its implementing regulations, 36 CFR Part 800; and

**WHEREAS**, a Phase I archeological survey was conducted within the Area of Potential Effect (as defined under NHPA) for the project and it has been determined that there will be *no adverse effect* on archeological resources; and

**WHEREAS**, NPS and the SHPO concur that the proposed removal of trees as part of the Sewer Work will have an *adverse effect* on the historically significant natural scenery of the Park, which is listed as a contributing element to the Historic District, and the Signatories desire to mitigate the adverse effect; and

**WHEREAS**, DC Water has been invited as a signatory to this Agreement pursuant to 36 CFR 800.6(c)(2) to fulfill responsibilities enumerated under this Agreement; and

**WHEREAS**, NPS notified the Advisory Council on Historic Preservation ("**Council**") of the adverse effect pursuant to 36 CFR 800.6(a)(1)(i) and the Council declined to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii).

**NOW, THEREFORE**, the Parties agree that the Sewer Work shall be implemented in accordance with the following stipulations in order to take into account the effect of the project on historic properties.

## STIPULATIONS

### I. Design & Documentation Minimization & Mitigation

The NPS, in conjunction with DC Water, will ensure that the following measures are carried out:

#### A. Replanting Trees to Eventually Restore the Historic Natural Setting of the Park

As the removal of trees will have an adverse effect on the natural historic scenery of the Park, DC Water will develop plans, agreeable to NPS and DC Water, for the restoration of the natural landscape that will contribute to the regeneration of the natural scenery of the Park. As part of these plans, DC Water will both replace trees on site and contribute to a fund, to be held by a third party, that NPS would access for landscape restoration efforts both within and outside of Soapstone Valley Park.

#### B. Conducting a Special History Study for Soapstone Valley Park

1. DC Water will support and fund the development of a Special History Study ("**SHS**") for Soapstone Valley Park, consistent with NPS Cultural Resource Management Guidelines, to be completed by NPS or a DC Water contractor approved by NPS. The cost to complete the SHS shall not exceed \$20,000. The SHS will follow the standards set forth by the

U.S. Secretary of the Interior for historic studies documentation. The study will provide a thorough and complete historical study of Soapstone Valley Park that documents the historical context for the current condition of the Park and character-defining features. This study will also link this space to the history of Rock Creek Park and surrounding neighborhoods.

2. DC Water will fund the SHS. The SHS will either be prepared by NPS's contractor or a DC Water contractor, approved by NPS. NPS and DC Water will have a "kick-off" meeting to outline the schedule and expectations of deliverables for the SHS not later than 18 months after the Effective Date of this Agreement.

If DC Water's contractor prepares the SHS, DC Water shall submit to NPS a draft copy of the SHS for review not later than 24 months after the Effective Date of this Agreement, a final draft not later than 28 months after the Effective Date, and the completed SHS will be submitted to NPS not later than 36 months after the Effective Date. NPS will have a 30-day review period on all draft documents to provide feedback to DC Water. DC Water or its contractor shall submit to NPS ten print copies of the completed SHS and five compact discs with digital copies of the report in PDF format. Each CD shall include a separate digital folder with all images/graphics used in the SHS in .jpeg format.

If NPS's contractor prepares the SHS, the contractor shall submit to NPS a draft copy of the SHS for review not later than 24 months after the Effective Date of this Agreement, a final draft not later than 28 months after the Effective Date, and the completed SHS will be submitted to NPS not later than 36 months after the Effective Date. NPS will have a 30-day review period on all draft documents to provide feedback to their contractor. NPS's contractor shall submit to NPS eleven print copies of the completed SHS and six compact discs with digital copies of the report in PDF format. Each CD shall include a separate digital folder with all images/graphics used in the SHS in .jpeg format. NPS will provide DC Water one print copy and one compact disk of the final SHS.

## **II. Administration**

### **A. Dispute Resolution**

1. Disputes regarding the completion of the terms of this Agreement shall be resolved by the Parties. If the Parties cannot agree regarding a dispute, the NPS shall request the comments of the Council. Any recommendation or comment provided by the Council will be taken into account by the NPS in making a final decision on the dispute and will be understood to pertain only to the subject of the dispute. The NPS responsibility to carry out all actions under this Agreement that are not the subjects of dispute will remain unchanged.

2. At any time during implementation of the measures stipulated in this

Agreement, should an objection to any such measure be raised by a member of the public, the NPS shall take the objection into account and consult as needed with the objecting member of the public and the SHPO to identify an appropriate response.

**B. Amendment of Agreement**

The Agreement may be amended in writing at any time by the Signatories. NPS shall file a copy of any amendment with the Advisory Council on Historic Preservation. The amendment will be effective on the date a copy signed by all of the Signatories is filed with the Council.

**C. Termination of Agreement**

Any Signatory may terminate this Agreement by providing thirty (30) calendar day notice to the other Parties, provided that all Parties will consult during the period prior to the proposed termination to seek agreements on amendments or other actions that would avoid termination. In the event of termination, the NPS will request the comments of the Council pursuant to 36 CFR 800.6(c)(8) and 800.7(a), and must either (a) execute another agreement in accordance with 36 CFR 800.6; or (b) request, take into account, and respond to the comments of the Council pursuant to 36 CFR 800.7.

**D. Reporting**

NPS shall provide a written report to the SHPO as to the actions taken to fulfill the terms of the Agreement annually beginning one year after the Effective Date and continuing until the terms of this Agreement are fulfilled.

**E. Binding Effect; Duration**

This Agreement shall be in full force and effect from the Effective Date until 48 months thereafter, and shall be binding upon the Parties, their successors, and assigns. The Agreement shall be null and void if its terms are not carried out within forty-eight (48) months after the Effective Date unless the Parties agree in writing to extend the time for fulfilling its terms. Otherwise, this Agreement shall automatically terminate when the Sewer Work is complete, all of the above stipulations are fulfilled, and the SHPO has been provided with the final SHS. If the Parties do not agree to an extension for carrying out the terms of this Agreement, NPS shall comply with 36 CFR Part 800 for any portion of the undertaking that remains unfulfilled.

**F. Electronic Copies**

Within one week after the Effective Date, the NPS shall provide the SHPO with one, legible, color, electronic copy of the executed Agreement and all of its attachments. Internet links shall not be used as a means to provide copies of attachments since web-based information often changes. If the electronic copy is too large to send by email, the NPS shall provide the SHPO with a copy of this Agreement on a compact disc or other electronic file transfer device.

G. Agreement as Evidence of Section 106 Compliance.


By (1) providing the Council an opportunity to comment on the Sewer Work and its effects on Soapstone Valley Park, (2) executing this Agreement with the SHPO, (3) filing a copy of this Agreement with the Council, and (4) successfully completing the terms of this Agreement, the NPS has taken into account the effect of the Sewer Work on historic properties, and will have satisfied its Section 106 responsibilities for the Sewer Work.

AUTHORIZING SIGNATURES FOLLOW

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**SIGNATURE PAGE**

Rock Creek Park, National Park Service

By: **FRANCIS YOUNG**  Digitally signed by FRANCIS YOUNG  
Date: 2020.04.10 16:31:40 -04'00'

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Date Julia Washburn  
Superintendent



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SIGNATURE PAGE**

District of Columbia Water and Sewer Authority

**jgonzalez@dcwater.com**

Digitally signed by: jgonzalez@dcwater.com  
DN: CN = jgonzalez@dcwater.com  
Date: 2020.04.10 12:41:46 -05'00'

By: \_\_\_\_\_

Rudy Gonzalez  
Director of Procurement, Capital Programs  
District of Columbia Water and Sewer Authority

\_\_\_\_\_ Date



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**ATTACHMENT A**

The Signatories are considering one construction alternative for the Sewer Work (as defined in the MOA) in the ongoing Environmental Assessment (EA). In this alternative, approximately 6,200 linear feet ("LF") of sanitary sewer pipe infrastructure within the Soapstone Valley sewer system would be rehabilitated using trenchless technology, including about 4,425 LF of 18-inch vitrified clay pipe (VCP) from Albemarle Street NW through Soapstone Valley Park to Broad Branch Road NW. The trenchless technology being considered is Cured-in-Place Pipe (CIPP). It is a type of trenchless technology that involves the insertion of a tube lining containing resin inside the existing, or host, pipe. The tube is then cured in place. Once the liner is cured, it becomes a structural entity on its own should the host pipe fail, essentially becoming a new pipe.

In conjunction with the Sewer Work, DC Water would perform the following additional work. The District Department of Energy and Environment (DOEE) has identified two stormwater outfalls within the Soapstone Valley Sewer Park project area that require repair per DC's Municipal Separate Storm Sewer System (MS4) permit. Because of their proximity to the Soapstone Valley sanitary sewer system, the repair of the stormwater outfalls would be constructed simultaneously.

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**ATTACHMENT B**

No archeological resources have been identified within the Area of Potential Effect, and therefore there are no effects to archeological resources. The construction alternative would result in adverse effects to the Rock Creek Park National Register Historic District (amendment pending) and the Soapstone Valley Trail.

**Soapstone Cultural Resource Effect Matrix**

<b>Cultural Resource</b>	<b>Effect</b>
Archeological Sites	Not present; No Adverse Effect
Rock Creek Park Historic District	Adverse Effect

DC Water’s designs for sewer improvements incorporate several actions to avoid, minimize, and mitigate adverse effects to historic properties. These measures have already been included in project designs to address anticipated effects to the stream, park vegetation, soils, and topography and are included as environmental commitments in the Environmental Assessment prepared for the project:

- Access path disturbance would be minimized by using the lightest and least intrusive equipment possible to undertake the rehabilitation work at manholes. Trees and vegetation would be cut flush to ground level, allowing roots to remain and minimizing soil disturbance. In many areas, access paths have been eliminated, and work areas would be accessed by workers on foot.
- A Sediment and Erosion Control Plan would be implemented to prevent soil loss that might otherwise occur in areas such as the trail and streambanks.

*Section 106 MOA Soapstone Valley Park  
NPS, SHPO, and DC Water*

- Asset protection would improve stream appearance. Pipe lining would improve water quality and reduce sewer odor that adversely affects the historic character of the Park and trail by the reduction of Sanitary Sewer Overflows.
- Tree replanting and site restoration would occur according to the requirements of NPS *Director's Order Number 14: Resource Damage Assessment and Restoration*. A 10-foot buffer is necessary around sewer infrastructure in which trees cannot be replanted. In addition, there is not enough open space in Soapstone Valley Park to plant enough trees to fully replace the tree mass lost during this project. Therefore, some trees would need to be replaced off-site. DC Water will pay a one-time fee to an NPS designee for onsite tree protection and environmental restoration, as well as for offsite plantings at other federal parkland in the District of Columbia. NPS will determine where these offsite plantings will be located.
- Best Management Practices would be used to reduce the introduction and spread of invasive species, including the application of native seed mixes in the vicinity of new infrastructure where trees cannot be replanted.
- During construction, soil compaction and the need for grading in certain areas would be eliminated by the use of deep mulch mats. Construction will be monitored by National Park Service and DC Water staff to reduce impacts on the Park's natural and cultural resources. Tree inspection will be conducted by an arborist who is certified by the International Society of Arboriculture.