

PROGRAMMATIC AGREEMENT BY AND AMONG THE PORTLAND HOUSING BUREAU AND THE OREGON STATE HISTORIC PRESERVATION OFFICE REGARDING HISTORIC PROPERTIES AFFECTED BY USE OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDS FOR WEATHERIZATION AND/OR REHABILITATION

WHEREAS, the Portland Housing Bureau (PHB) administers and funds projects in the City of Portland, Oregon with monies from the Department of Housing and Urban Development for rehabilitation, and

WHEREAS, PHB determined that the administration of these programs may have an effect on properties eligible for or listed in the National Register of Historic Places (NRHP) and has consulted with the Oregon State Historic Preservation Office (SHPO) pursuant to 36 CFR 800.13 of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470F), and

NOW THEREFORE, PHB and SHPO agree that the programs will be administered in accordance with the following stipulations to satisfy the Section 106 responsibilities for all individual undertakings of the minor housing rehabilitation programs.

Stipulations

I. APPLICABILITY OF AGREEMENT

The review process established by this Agreement will be completed prior to PHB approval of any property owner altering the property eligible for assistance under these programs.

II. EXEMPT ACTIVITIES- PROJECTS NOT REQUIRING REVIEW BY SHPO

A. Projects affecting properties less than fifty (50) years old at the time the work takes place; provided it has not been determined to be eligible under National Register Criterion Consideration G for exceptional significance within the past 50 years (36 CFR 60.4).

B. Projects affecting mobile homes, regardless of age at the time the work takes place as long as changes to the mobile home will not alter the circulation pattern or designed landscape of a mobile home park, fifty (50) years or older, within which the residence is located.

C. Interiors: Projects limited to the interior spaces of properties not listed in the National Register where the work will not be visible from the exterior of the building.

1. Repairing or upgrading electrical or plumbing systems to include fixtures, toilets, and sinks, installing fire, smoke or carbon monoxide alarms, and installing mechanical equipment, in a manner that does not affect the exterior of the building.

2. Conducting weatherization or energy conservation activities such as air sealing an insulating attics and floors, provided repairs are made by a qualified contractor using

applicable preservation techniques in *Preservation Brief #3: Conserving Energy in Historic Buildings*.

3. Installing new floor coverings or refinishing wood floors.
4. Painting of interior surfaces.
5. Replacing deteriorated interior walls, ceilings, or stairs including replacement of plaster with sheetrock.

D. Wall Insulation

1. The installation of dense pack cellulose wall insulation when the following conditions are met:

- a) The installation is performed by a qualified contractor who follows the standards and guidelines that PHB has implemented for dense pack cellulose insulation (dry installation);
- b) The building does not display construction methods, techniques, and/or materials that are uniquely susceptible to damage that could be caused by the introduction of wall insulation (e.g., the siding does not appear to be able to withstand removal and replacement; the siding is masonry or stucco; there appear to be unique historic wall assemblies);
- c) Portions of the siding are carefully removed before blowing dense pack cellulose into the walls, and then replaced;
- d) The exterior wall surface is free from areas where water can leak into the wall cavity (caulking around window openings and other wall penetrations has occurred or is part of the project);
- e) There are no untreated wood members in direct contact with the ground, and the distance from the ground to the sill plate is more than 6 inches to keep water from wicking up into the wall cavity;
- f) The potential for splash back from rain dripping from roofs is minimized with functioning gutters and/or other water diversion features;
- g) There are overhanging eaves, and/or other protection is in place to protect the wall surface from the elements (rain and wind);
- h) Post diagnostic testing (blower door tests) results meet the required minimum ventilation levels;
- i) Air sealing occurs in conjunction with the installation;
- j) Number of occupants and use is considered in evaluating expected interior moisture levels; and
- k) Fans are installed when minimum ventilation levels are exceeded.

2. The installation of fiberglass wall insulation when the following conditions are met:

- a) The fiberglass insulation used is short fiber and will not allow air passage through the wall. Both Johns Mansfield Dense-pack JM Spider and CertainTeed Optima are examples of insulation that allow for the necessary air barrier performance;
- b) The fiberglass insulation must be blown in at a minimum of 1.8 pounds, but preferably 2.5 pounds; and
- c) Air sealing must occur in conjunction with fiberglass insulation

E. Roofing:

1. Repairing or replacing roofing with materials that closely match the current materials and form, or with materials that restore the historic materials, forms, and features based on historic evidence, and in a manner that does not alter the roofline.

2. Installing continuous ridge vents covered with ridge shingles or boards, or roof jacks/vents, bath and kitchen fan vents, gable vents, soffit and frieze board vents, and combustion appliance flues, if not located on a primary roof elevation or visible from the public right-of-way.

F. Exterior Painting:

1. Painting exterior surfaces unless the property is subject to review by SHPO under ORS 358.475, or local landmark ordinance provisions, provided destructive surface preparation treatments, including, but not limited to, water-blasting, sandblasting and chemical removal, are not used. Please reference *Preservation Brief #10: Exterior Paint Problems on Historic Woodwork* and *preservation Brief #1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings* as appropriate.
2. Conducting Lead-based Paint Abatement or “Management in Place” activities carried out by a qualified contractor using current best practices and methods that are consistent with the preservation techniques in *Preservation Brief #37: Appropriate Methods for Reducing Lead-Pain Hazards in Historic Housing*.

G. Masonry:

1. Power-washing exterior masonry performed by a qualified contractor at no more than 500-psi with mild detergent, using current best practices and methods that are consistent with the preservation techniques in *Preservation Brief #1, The Cleaning and Waterproof Coating of Masonry Buildings*.
2. Repairing masonry, including repointing, and rebuilding chimneys if the joints are done by hand and the mortar matches the original composition and color, and installing chimney flue liners, provided repairs are made by a qualified contractor using current best practices and methods that are consistent with the preservation techniques in *Preservation Brief #2: Re-pointing Mortar Joints in Historic Brick Buildings*.

H. Windows and Doors:

1. Repairing or replacing caulking, weather-stripping, and other air infiltration control measures on windows and doors, and installing thresholds, in a manner that does not alter the shape, profile, orientation or operation of the window or otherwise harm or obscure historic windows or trim.
2. Installing storm windows or doors, and wood screen doors in a manner that does not harm or obscure historic windows or trim.
3. Installing insulated exterior replacement doors and windows where the openings are not altered and they cannot be viewed from the public right-of-way, including streets, alleys, or sidewalks.

I. Foundations:

1. Underpinning and ventilating crawl spaces provided the underpinning materials are set at least two (2) inches behind the outer face of piers or foundations on the front façade.
2. Installing foundation vents, if painted or finished to match the existing foundation material.

J. Porches and Stairs:

Repairing or replacing in-kind (same materials, dimensions and design) deteriorated exterior porches or stairs, or restoration or original porch or stairs.

K. Handrails and Guardrails:

Installing handrails and guardrails to meet City Code if not on an elevation visible from the public right-of-way and if not attached to significant detailing and simply-designed so as not to detract from the character of the structure.

L. Siding:

Repairing or replacing in-kind (using the *same* materials, dimensions and design) deteriorated exterior siding materials or restoration of original siding materials. If repair or replacement of siding will be using *similar* materials, dimension, and design, consultation with SHPO is still required.

III. PHB RESPONSIBILITIES

A. PHB will require Sub-recipient to retain access to pre- and post- documentation of the weatherization and rehabilitation work completed, including the work write-ups and photographs at least 10 years from date of project completion.

B. PHB will monitor every program for compliance with this Agreement according to established guidelines.

IV. SHPO RESPONSIBILITIES

A. SHPO is permitted thirty (30) calendar days after the receipt of any submitted documentation to review and comment on such material. If SHPO does not provide comments within this time period, it may be assumed that SHPO accepts the documentation to meet the reporting requirements of this Agreement.

B. SHPO will provide technical assistance and training on the requirements of Section 106 and application of the Secretary of Interior's Standards for Rehabilitation as requested.

V. DISCOVERIES AND UNFORESEEN EFFECTS

If, during the implementation of these programs, a previously unidentified property that may be eligible for inclusion in the National Register is encountered, or is affected in an unanticipated manner, the Sub-recipient responsible for the weatherization or rehabilitation will assume its responsibilities pursuant to 36CFR 800.13.

VI. REPORTING

PHB will require Sub-recipient to forward by July 15th an annual report of all completed projects covered by the terms of this Agreement to SHPO. The projects should be listed by the property address including city and county, and should include the construction date of the property, the type of project, and photographs (refer to example in Appendix A).

VII. MONITORING

SHPO may monitor any activities carried out pursuant to this Agreement. The PHB Subrecipient

will cooperate with SHPO in carrying out these monitoring and review responsibilities.

VIII. DISPUTE RESOLUTION

If PHB, the PHB Sub-recipient, and SHPO are unable to resolve any disagreement arising under the provisions of this Agreement, the PHB Sub-recipient will, unless the dispute relates to the National Register eligibility of any property, forward full documentation regarding the project, the basis for the dispute, and initiate consultation with the Advisory Council on Historic Preservation (Council) in accordance with 36 CFR 800.9.

IX. AMENDMENTS

Any party to this Agreement may request that it be amended, whereupon the parties will consult with each other. No amendment to this Agreement will become effective without the written concurrence of all the parties.

X. DURATION

This PA will expire within ten (10) years from the date of its execution. Prior to such time, PHB may consult with the other signatories to reconsider the terms of the PA and amend it in accordance with Stipulation IX above.

XI. TERMINATION

If any signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation IX, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the PA upon written notification to the other signatories. Once the PA is terminated, and prior to work continuing on the undertaking, PHB must either (a) execute a PA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. PHB shall notify the signatories as to the course of action it will pursue.

XII. FAILURE TO COMPLY WITH TERMS OF AGREEMENT


In the event that the terms of this Agreement cannot be carried out by the Sub-recipient, no action will be taken or sanction of any action or any irreversible commitment by the Sub-recipient that would result in an adverse effect to historic properties or would foreclose the Council's consideration of modification or alternatives to the undertaking.

XIII. LIABILITY LIMITATIONS

In the event that the terms of this Agreement are not carried out by a Sub-recipient as indicated in work plans submitted to PHB, the Sub-recipient will assume all responsibility for the weatherization or rehabilitation project as indicated in the Grant Agreement between PHB and Sub-recipient.

APPROVED:

Oregon State Historic Preservation Office

By:  Date: 05/07/21
Chrissy Curran, Deputy State Historic Preservation Officer

Portland Housing Bureau

By:  Date: 06 May 2021
Molly C. Rogers, Deputy Director
on behalf of Shannon V. Callahan, Director

The Legislative Assembly hereby declares that it is in the best interest of the state to maintain, preserve and rehabilitate properties of Oregon historical significance. Historic preservation incentive programs provide a public benefit by encouraging preservation and appropriate rehabilitation of significant historic properties. These historically significant portions of the built environment contain the visual and intellectual record of our irreplaceable cultural heritage. They link us with our past traditions and values, establish standards and perspectives for measuring our present achievements and set goals for future accomplishments. To the extent that Oregon's historic preservation incentive programs encourage the preservation and appropriate rehabilitation of significant historical property, the programs create a positive partnership between the public good and private property that promotes economic development; tourism; energy and resource conservation; sustainability; neighborhood, downtown and rural revitalization; efficient use of public infrastructure; and civic pride in our shared historical and cultural foundations. [1975 c.514 §1; 1995 c.5 §1; 2001 c.540 §1; 2009 c.892 §1]

**APPENDIX A- REPORTING FORM
PHB/SHPO PROGRAMMATIC AGREEMENT – EXEMPT PROJECTS**

Name	Street #	Prefix	Street Name	Suffix	City	County	Year Built	Project Description	PA Stipulation Used for Exemption	Project Photo # (Attached)	Project Date
Jane Doe House	100	W	Main		Your Town	Your County	1952	Installed insulated exterior replacement doors without changing the openings, and where they cannot be viewed from the public right-of-way; Repaired plumbing with no effect to the exterior of the building	H.3.; C.1.	1-2018	01/01/2018