



**U.S. Department of Housing and Urban Development**  
Region X – Anchorage Field Office  
**Office of Community Planning and Development**  
3000 C Street, Suite 401  
Anchorage, AK 99503  
[www.hud.gov/alaska.html](http://www.hud.gov/alaska.html)

January 25, 2021

Subject: Amendment to Section 106 Programmatic Agreement

Dear Community Partners:

In 2016, the State of Alaska, Alaska Housing Finance Corporation, the Department of Housing and Urban Development (HUD), the Municipality of Anchorage, and other local governments and tribal entities within the State of Alaska worked with the Alaska State Historic Preservation Officer to develop a Programmatic Agreement (PA) to be used to satisfy requirements of Section 106 of the National Historic Preservation Act for specific activities. While the PA was set to expire on December 31, 2020, all signatories were supportive of amending the agreement to extend it another five years. Attached to this letter is a fully executed amendment extending the agreement, with all executed signature pages to December 31, 2025. The original agreement is also attached.

Comments received during the amendment process did not result in any additional changes to the current agreement, but may be considered when developing future Programmatic Agreements. Comments received are summarized here:

1. The Alaska State Historic Preservation Office (Alaska SHPO) acknowledged that reporting requirements included in the current agreement are not always adhered to, especially when there is no activity, and asked for an increased emphasis on training over the coming years related to this, and careful thought to reporting requirements in the next Programmatic Agreement.
2. The Alaska SHPO also supported the current five-year extension, and suggested that a new agreement replace it in advance of its expiration in 2025. To prepare, Alaska SHPO supports reaching out to “additional consulting parties and responsible entities about the agreement to get feedback on any changes/additions to the allowed actions, reasons why some entities haven’t signed on, and any other issues.” The Alaska SHPO further noted: “That type of consultation can take some time since there are a lot of parties involved, but we would be in a good position to update the whole of the document at which point our office could consider pursuing a duration of ten years (especially if in the interim we can sort out annual reporting).”
3. While not a signatory to the original agreement, the Advisory Council on Historic Preservation (ACHP) submitted written support of the amendment, pursuant to Stipulation VI of the agreement. ACHP also recommended that the requirement for ACHP to concur on amendments be eliminated from future Section 106 agreements, provided ACHP is not a signatory to the agreement.

Entities that signed on to the original agreement pursuant to Appendix B, “Signature in Counterpart” continue to be party to the agreement, which now includes the extension.

Additional entities that wish to participate may also do so by following instructions in Appendix B. All participating entities are reminded to submit an annual report by March 31 as outlined in Appendix C.

If there are any questions about this agreement, contact the Alaska SHPO at 550 West 7<sup>th</sup> Ave, Suite 1310, Anchorage, AK 99501-3565 (907-269-8721), or the HUD Regional Environmental Officer at (206) 220-5377.

Sincerely,

Digitally signed by: Carma

E. Reed



Date: 2021.01.25 15:25:41

-09'00'

Carma E Reed

Director, Community Planning and Development

Enc:

1. Amendment to Programmatic Agreement Among Alaska Tribes, Alaska Entitlement Communities, the Alaska Department of Commerce, Community and Economic Development, Alaska Housing Finance Corporation, the US Department of Housing and Urban Development, and Alaska State Historic Preservation Office for the Administration of Certain HUD-Funded Activities.
2. Programmatic Agreement Among Alaska Tribes, Alaska Entitlement Communities, the Alaska Department of Commerce, Community and Economic Development, Alaska Housing Finance Corporation, the US Department of Housing and Urban Development, and Alaska State Historic Preservation Office for the Administration of Certain HUD-Funded Activities.

**AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
ALASKA TRIBES, ALASKA ENTITLEMENT COMMUNITIES, THE ALASKA  
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT,  
ALASKA HOUSING FINANCE CORPORATION, THE U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT, AND THE ALASKA STATE HISTORIC PRESERVATION  
OFFICE  
FOR  
THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES**

WHEREAS: The agreement, executed on April 15, 2016, will expire on December 31, 2020.

WHEREAS: The signatories have found the agreement to be very useful, efficient and beneficial for all parties in determining actions necessary to fulfilling historic preservation responsibilities when completing environmental review requirements under 24 CFR part 50 and 58. The signatories mutually desire to amend the agreement to extend the duration for an additional five years.

WHEREAS: The U.S. Department of Housing and Urban Development will send a copy of this executed amendment to the Advisory Council on Historic Preservation (ACHP).

WHEREAS: The ACHP declined to sign onto the Agreement in 2016 and does not have a Signatory role in this Agreement;

WHEREAS: The U.S. Department of Housing and Urban Development consulted with Alaska Tribes, Alaska Entitlement Communities, the Alaska Department of Community and Economic Development, the Alaska Housing Finance Corporation, and other consulting parties about the proposed amendment;

NOW, THEREFORE, in accordance with Stipulation VI. Amendment, of the Agreement the Alaska State Historic Preservation Officer (SHPO); Offices of Public Housing, Multi-Family Housing, Community Planning and Development, Native American Programs, of the U.S. Department of Housing and Urban Development; Offices of Alaska Housing Finance Corporation, Department of Commerce and Community and Economic Development, of the State of Alaska; and the Municipality of Anchorage, agree to amend the Agreement as follows:

1. Amend Stipulation IX. Duration, so it reads as follows:

Following signature of the SHPO and filing the Amendment with the ACHP, the PA Amendment will be binding on a party and shall be in force until December 31, 2025.

2. All other Stipulations of the Agreement remain unchanged.
3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG

ALASKA TRIBES, ALASKA ENTITLEMENT COMMUNITIES, THE ALASKA  
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT,  
ALASKA HOUSING FINANCE CORPORATION, THE U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT, THE ALASKA STATE HISTORIC PRESERVATION OFFICE  
FOR  
THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES

(continued)

Signed:

ALASKA STATE HISTORIC PRESERVATION OFFICER

By Judith E Bittner Date Nov 27, 2020  
Printed Name: Judith E Bittner Title: State Historic Preservation Officer

**AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
ALASKA TRIBES, ALASKA ENTITLEMENT COMMUNITIES, THE ALASKA  
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT,  
ALASKA HOUSING FINANCE CORPORATION, THE U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT, THE ALASKA STATE HISTORIC PRESERVATION OFFICE  
FOR  
THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES**

(continued)

OFFICE OF PUBLIC HOUSING, U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT

By Janice King-Dunbar Date 12/1/20  
Printed Name: Janice King-Dunbar Title: Director

**AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
ALASKA TRIBES, ALASKA ENTITLEMENT COMMUNITIES, THE ALASKA  
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT,  
ALASKA HOUSING FINANCE CORPORATION, THE U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT, THE ALASKA STATE HISTORIC PRESERVATION OFFICE  
FOR  
THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES**

(continued)

OFFICE OF MULTI-FAMILY HOUSING, U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT

By **Matt Naish** Digitally signed by: Matt Naish  
DN: CN = Matt Naish email = john.naish@hud.  
gov C = AD O = Multifamily West OU = Regional  
Director  
Date: 2020.12.18.07:58:04 -0800 Date 12-18-2020

Printed Name: Matt Naish Title: Regional Director, Multifamily West

AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG

ALASKA TRIBES, ALASKA ENTITLEMENT COMMUNITIES, THE ALASKA  
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT,  
ALASKA HOUSING FINANCE CORPORATION, THE U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT, THE ALASKA STATE HISTORIC PRESERVATION OFFICE  
FOR  
THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES

(continued)

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT, U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT

By Carma E Reed Date 12/22/2020

Printed Name: Carma E Reed Title: CPD Director

**AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
ALASKA TRIBES, ALASKA ENTITLEMENT COMMUNITIES, THE ALASKA  
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT,  
ALASKA HOUSING FINANCE CORPORATION, THE U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT, THE ALASKA STATE HISTORIC PRESERVATION OFFICE  
FOR  
THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES**

(continued)

OFFICE OF NATIVE AMERICAN PROGRAMS, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By



Date

12/1/2020

Printed Name:

Gregory M. Stuckey

Title:

Administrator

AMENDMENT TO  
PROGRAMMATIC AGREEMENT

AMONG

ALASKA TRIBES, ALASKA ENTITLEMENT COMMUNITIES, THE ALASKA  
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT,  
ALASKA HOUSING FINANCE CORPORATION, THE U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT, THE ALASKA STATE HISTORIC PRESERVATION OFFICE  
FOR  
THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES

(continued)

STATE OF ALASKA DESIGNEE, ALASKA HOUSING FINANCE CORPORATION

By  Date November 30, 2020  
Printed Name: Bryan D. Butcher Title: CEO/Executive Director

**AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
ALASKA TRIBES, ALASKA ENTITLEMENT COMMUNITIES, THE ALASKA  
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT,  
ALASKA HOUSING FINANCE CORPORATION, THE U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT, THE ALASKA STATE HISTORIC PRESERVATION OFFICE  
FOR  
THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES**

(continued)

STATE OF ALASKA DESIGNEE, DEPARTMENT OF COMMERCE COMMUNITY AND  
ECONOMIC DEVELOPMENT

By  Date 12/18/2020

Printed Name: Julie B. Anderson Title: Commissioner

**AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
ALASKA TRIBES, ALASKA ENTITLEMENT COMMUNITIES, THE ALASKA  
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT,  
ALASKA HOUSING FINANCE CORPORATION, THE U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT, THE ALASKA STATE HISTORIC PRESERVATION OFFICE  
FOR  
THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES**

(continued)

ENTITLEMENT COMMUNITY, MUNICIPALITY OF ANCHORAGE

By Anna C Henderson Date December 22, 2020

Printed Name: Anna C. Henderson Title: Municipal Manager

**PROGRAMMATIC AGREEMENT  
AMONG  
ALASKA TRIBES,  
ALASKA ENTITLEMENT COMMUNITIES  
THE ALASKA DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC  
DEVELOPMENT, ALASKA HOUSING FINANCE CORPORATION, THE U. S.  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND  
THE ALASKA STATE HISTORIC PRESERVATION OFFICE  
FOR  
THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) through various offices, including the Offices of the Assistant Secretaries for Housing/Federal Housing Commissioner, Public and Indian Housing, and Community Planning and Development provides grant funding to the State of Alaska and to Tribes and Entitlement Communities in Alaska; and

WHEREAS, the State of Alaska (State) may designate state agencies or public corporations owned by the State to administer various formula grant programs on its behalf (a State Designee), and

WHEREAS, the State has designated the Department of Commerce, Community and Economic Development (DCCED) and Alaska Housing Finance Corporation (AHFC) as administrators of HUD's State formula grant programs; and

WHEREAS, the Tribal, State, State Designees, Entitlement Communities and HUD, may now, or may in the future, administer HUD grant programs which include, but are not limited to, the following programs (HUD Programs):

- Alaska Native/Native Hawaiian Institutions Assisting Communities Program
- American Dream Downpayment Initiative Program
- Choice Neighborhoods Initiative
- Community Development Block Grant Program
- Community Development Block Grant – Disaster Recovery Program
- Continuum of Care
- Conventional Low Rent Program (SF210)
- Emergency Shelter Grant Program
- Emergency Solutions Grant Program
- FHA Multifamily Housing Finance Agency Risk Sharing Pilot Program
- HOME Investment Partnerships Program
- Homeless Prevention and Rapid Re-Housing Grant
- Housing Choice Voucher Program
- Housing Opportunities for People with AIDS Program
- Lead-Based Paint Hazard Control Grant Program
- Lead Hazard Reduction Demonstration Grant Program
- Neighborhood Initiative Program
- Neighborhood Stabilization Program
- Rural Housing Stability Program

Section 8 Project Based Assistance Program including Single Room Occupancy  
Shelter Plus Care Program  
Special Projects Appropriated Under an Appropriations Act for HUD  
Supportive Housing Program  
Indian Community Development Block Grant  
NAHASDA  
Section 184  
Section 202  
Section 811  
Rural Housing Economic Development  
Self Help Housing Opportunity  
HOPE VI

WHEREAS, HUD regulations at 24 C.F.R. Part 58 implement statutory authorities that permit certain entities to assume HUD's environmental responsibilities for various HUD Programs, and included among the statutory authorities under which this responsibility is assumed in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. 470 et seq] (Section 106); and

WHEREAS, HUD has responsibility under 24 C.F.R. Part 50 and related statutory authorities to review certain HUD programs and activities in the State, for compliance with Section 106; and

WHEREAS, Alaska Tribes, the State, the Municipality of Anchorage and the Advisory Council on Historic Preservation have all been invited and many have participated in the development of this Programmatic Agreement (PA), and

WHEREAS, the Tribal, State, State Designees, Entitlement Communities and HUD have determined that implementation of the HUD Programs may include activities, such as rehabilitation, demolition and new construction, that may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (Historic Properties); and

WHEREAS, the Tribal, State, State Designees, Entitlement Communities and HUD have determined that certain activities funded by the HUD Programs have limited potential to affect Historic Properties and have consulted with the Alaska State Historic Preservation Office (SHPO) pursuant to 36 C.F.R. 800.14 of the regulations implementing Section 106;

NOW, THEREFORE, the Tribal, State, State Designees, Entitlement Communities, HUD, and the SHPO agree that the HUD Programs shall be administered in accordance with this PA with all of the stipulations herein and including Appendices A, B and C which are incorporated by reference, to satisfy the Section 106 responsibilities of the Tribal, State, State Designees, Entitlement Communities and HUD (Participating HUD Grantees) that are a party to this agreement.

## STIPULATIONS

Participating HUD Grantees will each insure that the following stipulations are carried out.

### I. REVIEW

Activities listed in Appendix A have limited potential to affect historic properties and may be approved by the Participating HUD Grantees without further consultation with the SHPO, Indian Tribes or the ACHP.

All undertakings not identified in Appendix A must be reviewed in accordance with 36 C.F.R. Part 800 and are not covered under this PA.

The list of Actions described in Appendix A will be considered annually and reviewed and revised as needed by the Participating HUD Grantees, the SHPO and ACHP. Revisions to Appendix A may be made in accordance with Stipulation VI Amendments.

### II. DISCOVERIES AND UNFORESEEN EFFECTS

Should any of the Participating HUD Grantees in the process of carrying out any action listed in Appendix A, find that such action has the potential to affect a previously unknown property that may be eligible for the National Register of Historic Properties or that the action will affect a known Historic Property in an unanticipated manner, that entity will assume its responsibilities pursuant to 36 CFR 800.13(b).

### III. MONITORING

The ACHP and the SHPO may monitor activities carried out pursuant to this PA, and the ACHP will review such activities if so requested. Each Participating HUD Grantee will coordinate access as needed for the ACHP and the SHPO to carry out such monitoring and review.

### IV. REPORTS

Each Participating HUD Grantee shall prepare an annual report covering Section 106 undertakings implemented under this PA, due within 90 days of the end of the calendar year. The report will:

1. Cover all activities funded during the calendar year.
2. Be submitted concurrently to the SHPO and the ACHP for review, comment, and consultation as needed to the following addresses:

Alaska DNR, Office of History & Archaeology  
550 West 7th Avenue  
Suite 1310  
Anchorage, AK 99501-3565

Ms. Jaime Loichinger  
Advisory Council on Historic Preservation  
401 F Street NW, Suite 308  
Washington, DC 20001

3. Be made available to interested members of Native American tribes, local governments, and the public upon request.
4. Include information on the undertakings implemented under the provisions of the PA in the format as presented in Appendix C.
5. Make recommendations for modifications of Appendix A that may increase the effectiveness of the review process.

#### V. TRAINING

If any party to the PA provides training on implementation of Section 106 that may involve activities listed in Appendix A, that party shall strive to include information about this PA, including how grantees may become a party to this agreement if appropriate, and how they may participate in Section 106 reviews.

#### VI. AMENDMENT

If any party to this PA believes an amendment is necessary, that party shall immediately request the consulting parties to consider an amendment to the PA pursuant to 36 CFR 800.14. No amendment to the PA will go into effect without the concurrence of the SHPO and the ACHP, and without providing all consulting parties the opportunity to comment on such amendments for a minimum of 30 days. The SHPO, at its own discretion, may exclude certain Participating HUD Grantees from provisions in the Amendment, or may allow Participating HUD Grantees to opt out of an Amendment by clearly indicating the exclusion or opt out in the Amendment.

#### VII. TERMINATION

Any party to this agreement may terminate its participation by providing thirty (30) days written notice to all other parties. In the event of termination, the terminating party will comply with 26 C.F.R. §§800.3 through 800.7 with respect to individual undertakings covered by this agreement. Should a party to this agreement, other the SHPO or the ACHP, choose to terminate its participation in the agreement, the agreement will not be nullified for the other parties. Termination by the SHPO or the ACHP will nullify the agreement upon all other parties.

#### VIII. DISPUTE RESOLUTION

- A. Should SHPO object within thirty (30) days to any documents or actions as set forth in this Agreement, the Participating HUD Grantee as appropriate shall consult with the SHPO to resolve the objection. If the Participating HUD Grantee determines that the objection cannot be resolved, the Participating HUD Grantee shall request the recommendations of the ACHP.
- B. Any ACHP recommendation provided in response to such a request will be taken into account by the Participating HUD Grantee in accordance with 36 CFR Part 800.6 (c)(2)

with reference only to the subject of the dispute; the Participating HUD Grantee's responsibility to carry out all actions under this PA that are not subjects of the dispute will remain unchanged.

IX. DURATION

Following signature by the SHPO and ACHP, this PA will be binding on a party upon the date of its signature and shall be in force until December 31, 2020.

Execution and implementation of this Agreement evidences that the Participating HUD Grantees have satisfied their responsibilities under Section 106 for undertakings as described in this PA and funded by the HUD Programs. This PA may be executed in counterpart. Any Tribal, State, State Designee, Entitlement Community or HUD may become a party to this agreement during the life of the agreement by executing Appendix B in counterpart and delivering such executed document to SHPO, and at such time and for the duration the PA is in force, is considered among the Participating HUD Grantees that are party to this PA.

Signatures

Signed:

ALASKA STATE HISTORIC PRESERVATION OFFICER

By Judith E. Buttner Date 4-15-16

Printed Name: Judith E. Buttner Title: State Historic Preservation Officer

OFFICE OF PUBLIC HOUSING, US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By Harlan Stewart Date 03-18-2016

Printed Name: Harlan Stewart Title: Director, Public Housing Division

OFFICE OF MULTI-FAMILY HOUSING, US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By T. Azumbrador Date 4.4.16

Printed Name: T. Azumbrador Title: DIR, MF WEST REGION

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT, US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By  Date March 14, 2016  
Printed Name: Carma E Reed Title: Director, Anchorage CPD

OFFICE OF NATIVE AMERICAN PROGRAMS, US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By  Date 4/7/16  
Printed Name: William D. Zachares III Title: ADMINISTRATOR

STATE OF ALASKA DESIGNEE ALASKA HOUSING FINANCE CORPORATION

By  Date 3-21-16  
Printed Name: Bryan D. Butcher Title: CEO/Executive Director

STATE OF ALASKA DESIGNEE DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT

By  Date April 1, 2016  
Printed Name: Chris Hladick Title: Commissioner DCCED

ENTITLEMENT COMMUNITY MUNICIPALITY OF ANCHORAGE

By  Date 3-17-16  
Printed Name: Michael K. Abbott Title: Municipal Manager

## Appendix A

### Listed Activities

Activities listed in Appendix A have limited potential to affect historic properties and may be approved by the HUD Participating Grantee without further consultation with the SHPO, Indian Tribes or Advisory Council on Historic Preservation (ACHP):

- A. Activities on residential or non-residential buildings, structures or facilities, and manufactured homes, (collectively called “Property” or “Properties” herein) less than forty-five years old. Activities on mobile homes of any age may be approved by the HUD Participating Grantee without further Section 106 review or consultation, provided the activities are not associated with the demolition of multiple mobile homes, i.e., demolition of a mobile home park.
- B. Refinancing without demolition, rehabilitation or construction.
- C. Rehabilitation as follows of Properties over 45 years old
  - 1. Repair, maintenance, removal, replacement or installation of the following systems provided that the proposed work does not affect the exterior appearance of the property
    - a. electrical wiring
    - b. water and plumbing systems (when historic features such as hand pumps or plumbing fixtures are retained)
    - c. heating and cooling systems and duct work when historic features such as decorative cast iron radiators or other distinctive features are retained.
  - 2. Energy conservation measures (the measures should not be visible or alter or detract from those qualities that make the Property eligible for the National Register of Historic Places) to include:
    - a. insulation of roofs, crawl spaces, ceilings, attics, floors and around pipes/ducts as long as these measures do not induce, retain, or introduce moisture into a building, Utilization of Spray foam insulation is not covered under this agreement and must be reviewed in accordance with 36 CFR Part 800.
    - b. interior modifications when the interior space is not considered significant based on inventories,
    - c. caulking and weather stripping consistent with appearance of the building, and
    - d. replacement or modification of the lighting systems when historic features such as decorative chandeliers and other distinctive light fixtures are retained.
  - 3. Replacement of kitchen and bathroom appliances, fixtures, fittings, and accessories, with compatible items.
  - 4. Installation of hardware to include: dead bolts, door hinges, latches and locks, window latches, locks and hinges and door peep holes provided

- existing hardware are not removed. New hardware shall be of contemporary design and made of the same material as existing hardware.
5. Installation of fire, smoke, and security detectors provided any potential affects are reversible
  6. Repair, refinishing and/or replacement in kind of non-historic flooring and floor coverings to include vinyl tile and/or carpet when done in kind to match existing materials and design that when attachment is done in a reversible manner.
  7. Repair and replacement in kind of only those portions of historic wood flooring that are extensively deteriorated
  8. Repair of existing window, door, and porch screens and storm windows or doors.
  9. Removing deteriorated or damaged paint or coatings down to the next sound layer by hand scraping or sanding. Abrasive methods, sandblasting and waterblasting are specifically prohibited. Encapsulation of lead-based paint is acceptable.
  10. Repair and/or replacement in kind of existing roofing material provided the color meets the standards of the Tribe/City/County/State or HUD or the existing color. Adequate anchorage of the roofing material to guard against wind damage and moisture penetration shall be provided.
  11. Installation of temporary construction related structures such as scaffolding, screening, fences or protective walkways.

#### D. Infrastructure

1. Upgrading, replacement, and repair of existing utility service lines and sewer systems when work is confined to existing and disturbed rights-of way or existing locations on building.

#### E. Site and Public Improvements when done to match existing design and materials

1. Paving, re-surfacing, and repair of streets, driveways, parking lots, and gutters within the dimensions that they now exist. Replacement or installation of curbs and/or sidewalks.
2. In-kind repair or replacement of site improvements, including, but not limited to fences, retaining walls, and landscaping.
3. Replacement and/or installation of traffic signals, street name and regulatory signage, or temporary fences
4. Replacement and installation of park and playground equipment, landscaping, and facilities. (excluding buildings)

#### F. Other

1. Archeological investigations will not be required for affordable housing activities when excavation is non-intrusive (digging is less than 12 inches) or is minimal (limited to six square feet or less). In the event of unanticipated archeological discoveries the SHPO shall be contacted in accordance with Stipulation II of the Programmatic Agreement.

## Appendix B

### Signature in Counterpart

The purpose of this Appendix is to provide a format for additional HUD grantees to participate in the **Programmatic Agreement Among Alaska Tribes, Alaska Entitlement Communities, the Alaska Department of Community and Economic Development, Alaska Housing Finance Corporation, the US Department of Housing and Urban Development, and the Alaska State Historic Preservation Office for the Administration of Certain HUD-Funded Activities (Programmatic Agreement)**. Upon delivering a signed copy of this agreement to the State Historic Preservation Office, the HUD Grantee named in this form is incorporated into the "Participating HUD Grantees" of the Programmatic Agreement, effective the date of the authorized signer for the HUD Grantee below.

#### Additional Participating HUD Grantee Name:

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As indicated by the signature below \_\_\_\_\_ [insert Participating HUD Grantee legal name] certifies that it has received a complete copy of the Programmatic Agreement for the Administration of Certain HUD-Funded Activities signed by SHPO on 4-15-2010 [insert date of SHPO's signature] and also agrees that the HUD Programs it administers shall be administered in accordance with such Programmatic Agreement with all of the stipulations therein and including Appendix A, B and C which are incorporated by reference, to satisfy its Section 106 responsibilities.

#### Signed by:

---

Signature

---

Date

---

Printed Name

---

Title

Witnessed by:

---

Signature

---

Date

---

Printed Name



Suggestions for modification of the Appendices:

This Report is provided consistent with Stipulation VI of the Programmatic Agreement for the Administration of Certain HUD Activities that was executed between the named responsible entity and SHPO on \_\_\_\_\_.

**Signature of RE Certifying Officer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Return Report by March 31 following the end of the calendar year covered by this report to:

Alaska DNR, Office of History & Archaeology  
550 West 7th Avenue  
Suite 1310  
Anchorage, AK 99501-3565  
Phone: 907-269-8721

Mr. Jaime Loichinger  
Advisory Council on Historic Preservation  
401 F Street, Suite 308  
Washington, DC 20001