

**LETTER OF RESOLUTION BETWEEN  
THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, THE  
NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION,  
ALBANY COUNTY AND SIEMENS INDUSTRY, INC.**

**REGARDING  
THE DEVELOPMENT OF THE ALBANY COUNTY SOLAR PROJECT  
TOWN OF COLONIE, ALBANY COUNTY**

**21PR01812**

**WHEREAS**, Siemens Industry, Inc. intends to build the ("Project") a 1.872 MW DC solar project on approximately three acres of a 33.90-acre parcel located at 897 Watervliet Shaker Rd.; and

**WHEREAS**, the Project requires coverage under a State Pollution Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001) issued by the New York State Department of Environmental Conservation (Department) for the Project; and

**WHEREAS**, the Department has consulted with the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP) in accordance with Section 14.09 of the New York State Parks Law of 1980, 9 NYCRR Part 428 and the existing intra-agency Letter of Resolution; and

**WHEREAS**, The OPRHP has reviewed the Phase I Archaeological Survey report submitted for this project entitled "Phase I Archeological Investigation, Albany Radar Tower Site Solar, Watervliet Shaker Road and Airline Drive, Town of Colonie, Albany County, New York" prepared by Hartgen Archeological Associates, Inc (21SR00616; September 2021). and concurs with the report recommendation that no additional archaeological work is necessary.

**WHEREAS**, the proposed Project is sited in the Watervliet Shaker Historic District which is listed on the New York State and National Registers of Historic Places (Historic District); and

**WHEREAS**, it has been determined that the introduction of the solar array will have an Adverse Impact on the Historic District

**NOW, THEREFORE**, in accordance with the NEW YORK STATE PARKS, RECREATION AND HISTORIC PRESERVATION LAW, the Department, OPRHP, and Siemens Industry Inc. and the County agree that the Project may proceed subject to the stipulations set forth below:

**STIPULATIONS**

1. The site will be documented in its current condition
2. Siemens Industry Inc. shall fund replacement of the roof on the Shaker Meeting House at the Church Family Site at a cost of up to \$35,000 (Attachment B map, photo, estimate)
3. Siemens Industry Inc. will use pollinator plants and native grasses in and around the solar array (Attachment C Landscape Plan)

4. Other Terms and Conditions:

- Modifications, amendments, or termination of this agreement as necessary shall be accomplished by the signatories in the same manner as the original agreement.
- Disputes regarding the completion of the terms of this agreement shall be resolved by the signatories.
- This LOR will expire if its terms are not carried out within three (3) years from the date of execution.

The signatories agree that by execution of this Letter of Resolution the Department has satisfied its requirements for compliance with Section 14.09 of the New York State Parks Law of 1980 and 9 NYCRR part 428.

NYS Department for Environmental Conservation



\_\_\_\_\_  
Charles E. Vandrei  
Agency Historic Preservation Officer

Date: Sept 12, 2022

NYS Office of Parks Recreation and Historic Preservation

*R. Daniel Mackay*

R. Daniel Mackay

Deputy Commissioner, State Historic Preservation Officer

Date: 8/30/2002



Siemens Industry Inc.

*Frank D. Gagliardi* Electronically signed by: Frank  
D. Gagliardi  
Date: Jul 20, 2022 16:04 EDT

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

Name: Frank Gagliardi

Title: Head of Operations, EPS

*Robert Kelly* Electronically signed by:  
Robert Kelly  
Date: Jul 18, 2022 14:02 CDT

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

Name: Robert Kelly

Title: FBA, EPS

Approved By Legal

Digitally signed  
by Danziger  
Sebastian  
Date: 2022.07.15  
10:03:55 -05'00'

**DELEGATION OF SIGNATURE AUTHORITY FORM  
SIEMENS INDUSTRY, INC. - SMART INFRASTRUCTURE  
REGIONAL AMERICAS (RAM USA)**

I, **John Kovach, EPS Vice President**, on behalf of **Siemens Industry, Inc. (SII)**, for its Business Unit **RAM USA**, by virtue of the authority vested in me as **EPS Vice President** to sign or countersign and otherwise execute in the name, or on behalf of the RAM USA, the documents listed below for and on behalf of the RAM USA, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on my behalf.

**Name(s) / Title(s):**

*Frank Gagliardi, Head of Operations-EPS*

**Valid Until:** July 28, 2022

**Transactional Limit:** \$3,000,000.00

*(Cannot exceed the transaction limit assigned to the person making the delegation)*

**Type of document (indicate with an "x" all documents covered under this delegation):**

<b>Project Bids / Proposals:</b>	<u>X</u>
<b>Customer Contracts / Agreements:</b>	<u>X</u>
<b>Project Certificates / Affidavits:</b>	<u>X</u>
<b>Releases and Waiver of Liens:</b>	<u>X</u>
<b>Other (state the document):</b>	<u>NDAs</u>

I further designate and acknowledge that the signature(s) of the person(s) delegated above is (are) binding upon SII for its Business Unit RAM USA in the above identified circumstances and shall have the same force and effect as would my signature.

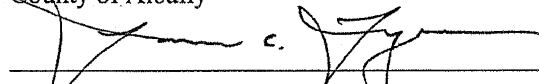
Effective Date: July 15, 2022

\_\_\_\_\_  
Signature

**John Kovach**  
**EPS Vice President**

Siemens Industry Inc. shall submit this documentation to Albany County for submission to OPRHP through the CRIS website at: <https://cris.parks.ny.gov> for review and approval. The material should be submitted to the existing CRIS project file 21PR01812.

County of Albany



Date: 7/13/2022

Name: Daniel C Lynch

Title: Deputy County Executive

**Attachment A**

**State Historic Preservation Office/  
New York State Office of Parks, Recreation and Historic Preservation  
Human Remains Discovery Protocol**

(August 2018)

If human remains are encountered during construction or archaeological investigations, the New York State Historic Preservation Office (SHPO) recommends that the following protocol is implemented:

Human remains must be treated with dignity and respect at all times. Should human remains or suspected human remains be encountered, work in the general area of the discovery will stop immediately and the location will be secured and protected from damage and disturbance.

If skeletal remains are identified and the archaeologist is not able to conclusively determine whether they are human, the remains and any associated materials must be left in place. A qualified forensic anthropologist, bioarchaeologist or physical anthropologist will assess the remains in situ to help determine if they are human.

No skeletal remains or associated materials will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.

The SHPO, the appropriate Indian Nations, the involved state and federal agencies, the coroner, and local law enforcement will be notified immediately. Requirements of the coroner and local law enforcement will be adhered to. A qualified forensic anthropologist, bioarchaeologist or physical anthropologist will assess the remains in situ to help determine if the remains are Native American or non-Native American.

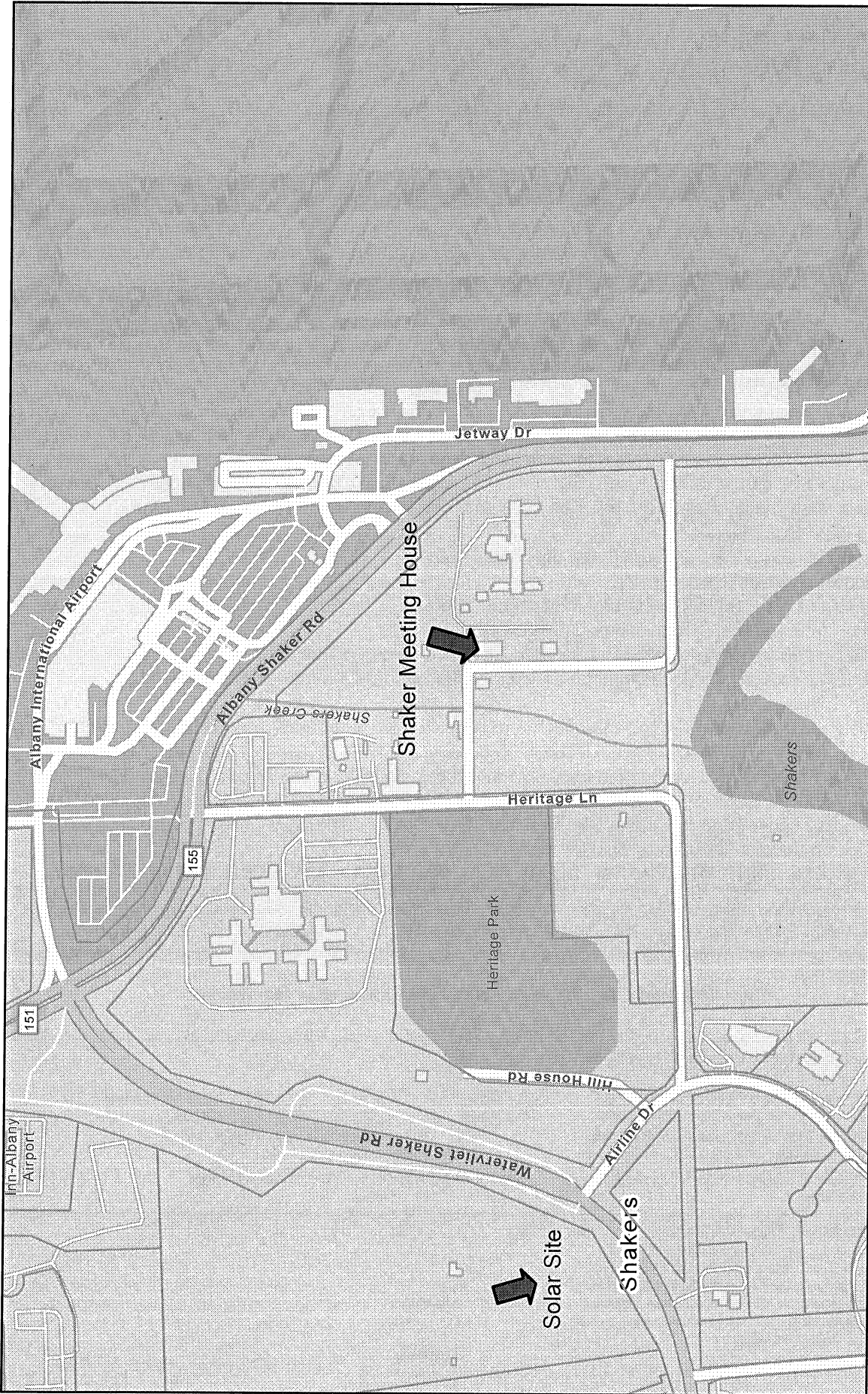
If human remains are determined to be Native American, they will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Please note that avoidance is the preferred option of the SHPO and the Indian Nations. The involved agency will consult SHPO and the appropriate Indian Nations to develop a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance. Photographs of Native American human remains and associated funerary objects should not be taken without consulting with the involved Indian Nations.

If human remains are determined to be non-Native American, the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Please note that avoidance is the preferred option of the SHPO. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.


To protect human remains from possible damage, the SHPO recommends that burial information not to be released to the public.

## Attachment B

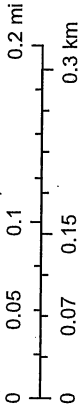
# Shaker Meeting House Map



5/12/2022, 11:36:06 AM

 Tax Parcels (2021)

1:9,028



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community


In Cooperation with CHA, Inc.  
Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

**STAR ROOFING and  
RESTORATION**

www.starroofing.net



20 Colvin Ave.  
Albany, NY 12206  
(518) 449-3422  
Fax: (518) 449-3426

<b>To: Shaker Heritage Society</b> <b>25 Meeting House Road</b> <b>Albany, NY 12211</b>	<b>Phone:</b> ()	<b>Date:</b> 7/17/20
	<b>Project Name/Location:</b> Shaker Heritage Society, 25 Meeting House Road, Albany, NY 12211	
	<b>Shaker Heritage 25 Meeting House Rd Albany Shingle Roof</b>	
<b>Contact: Johanna Batman</b> <b>johanna.batman@gmail.com</b>	<b>Project Number- 24209</b>	
<p>1. Remove existing one layer of shingles/roofing and drip edge from roof surface. Should additional layer(s) of shingles exist, there will be an additional cost of \$3995.00 for each layer removed and disposed of.</p> <p>2. Install ice and water leak barrier on first Six (6) feet of roof, in valley areas and around penetrations and chimneys.</p> <p>3. Install synthetic underlayment or equal felt paper on remainder of roof surface.</p> <p>4. Install new drip edge on all edges.</p> <p>5. Repair existing flashing as needed and install new pipe boots (flanges).</p> <p>6. Install new shingles. Owners to select color. Manufacturer: CertainTeed Style: Landmark Architectural Color: _____</p> <p>7. Remove all debris from job site. Clean up on a daily basis.</p> <p>8. Replace any bad roof decking only as needed. PER SQUARE FOOT replacement costs as follows; \$1.65 for 1/2" OSB plywood, \$1.90 for 1/2" CDX plywood, \$2.00 for 5/8" CDX plywood and \$2.25 for 3/4" CDX plywood.</p> <p>Other:</p> <p>* Price is for the entire shingle roof. * Shingle installation includes a limited "Lifetime" manufacturer's warranty. * Replace three (3) power vents with new solar powered GAF Green Machine vents. * Install shingled over ridge vent(s) on the ridges of the roof. * Remove and dispose of lighting rod brackets and cable. * No lower roofs included. * Deduct \$899.00 from price to use Owens Corning Oakridge Shingles in place of CertainTeed. * Star is not responsible for any interior work as/if needed. 8 This job is tax Exempt and Prevailing wages do not apply. * Note: Temporary emergency repairs will be performed as needed on site, not to exceed \$750.00.</p> <p><b>FIVE YEAR WORKMANSHIP GUARANTY - MANUFACTURERS GUARANTY ON MATERIALS</b></p>		
<p><b>We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:</b></p> <p><b>TWENTY EIGHT THOUSAND FOUR HUNDRED NINETY NINE Dollars: \$28,499.00</b></p>		
<p>Payment to be made as follows:</p> <p><b>\$14,000.00 upon delivery of materials, balance in full upon completion.</b></p>		
<p>All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.</p> <p>Authorized Signature: </p> <p><b>Authorized by: Eric Proctor</b></p> <p>Note: This proposal may be withdrawn by us if not accepted within <b>21</b> days.</p>		
<p><b>ACCEPTANCE OF PROPOSAL</b> – The above process, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event of default (non-payment) I agree that I will be responsible for all reasonable collection, court and attorney costs incurred in collecting this debt. I also agree a finance charge of 18% will be assessed on all delinquent balances.</p> <p><b>Date of Acceptance:</b> _____</p> <p>Signature: _____</p> <p>Signature: _____</p>		



