



January 22, 2020

Town of Leicester Planning Board

Attn: Ms. Michelle Buck

3 Washburn Square

Leicester, Massachusetts 01524

**RE: Mulberry Solar 3
10 Mulberry Street, Leicester, MA
Tree Clearing Beyond the Approved Limit**

Dear Members of the Board,

CS Energy, LLC is writing this letter in response to concerns that there has been additional tree clearing beyond the approved limit for the Syncarpha Solar Project located at 10 Mulberry Street. The approved tree clearing limits were approved by the Board in the Special Permit, Site Plan Approval, and Stormwater Permit decision dated September 11, 2018. The limits of this approved tree clearing is generally defined by a 50 foot no clearing zone around the entire property measured from the property line.

Two areas have been identified where tree clearing has extended beyond the approved limits. Exhibit A that has been attached with this letter and is entitled "Silt Fence Construction Record Plan", prepared by Andrews Survey and Engineering, and dated January 21, 2020 depicts the approved limit of clearing for the project as well as a field-surveyed clearing line depicting the actual clearing that has occurred around the entire site. Tree clearing at this time, has been completed, and there will be no more clearing performed on this site.

Along the eastern perimeter of the site, tree clearing has extended beyond the approved limit up to a few feet from the property line. The clearing measures approximately 1,880 feet long by 50 feet wide for a total approximate area of 2.16+/- acres (94,000+/- S.F.).

The second additional clearing that has occurred beyond the approved limits is located at the northwestern corner of the site near proposed Detention Basin 3. This additional clearing measures approximately 260 feet long by 17 feet wide for a total approximate area of 0.09+/- acres (4,000+/- S.F.). None of the clearing that has been done within this area has extended into the 25' no disturb wetland buffer zone, however there is approximately 800 S.F. of clearing that has occurred within the 100' buffer zone.

The project site has been designed and permitted by Bertin Engineering of Southbridge Massachusetts. Bertin Engineering is no longer engaged with this project, and CS Energy has retained Beals Associates, Inc. to provide ongoing Civil Engineering construction services throughout the remainder of construction.

CS Energy and Beals Associates during a site walk on January 13, 2020, inventoried stumps greater than 6" in a 200' by 50' area, where tree clearing occurred beyond the approved limits. There were 23 total trees counted within this 10,000 S.F. area, all of which were hardwood trees. We were then able to approximate that there were 216 trees greater than 6" cut down in the 2.16+/- acres of land (100 trees per acre) on the eastern side of the site.

Building a Cleaner Future



2045 LINCOLN HIGHWAY | EDISON, NJ 08817

PHONE 732.860.4660

INFO@CSENERGY.COM

csenergy.com

A similar inventory was performed on the western side of the site where additional clearing occurred. Trees greater than 6" were inventoried in a 100' by 50' area outside the silt fence in an undisturbed area. There were 17 total trees counted in the 5,000 S.F. area, 14 of which were hardwood trees, and 3 of which were evergreen trees (148 total trees per acre).

CS Energy is proposing two options outlined below for the Planning Board's approval either as a restoration or mitigation option.

Option-1 Site Restoration

Based on this analysis, Beals Associates has prepared the attached Exhibit B plan entitled "Site Restoration Plan", Sheet EX1.0, and dated January 20, 2020. The Restoration Plan details proposed tree species, size, height, spacing, as well as pollinator seed mix for use in certain disturbed areas. The attached "Exhibit B-1 – Pollinator Mix", for seeding all depicted areas with special pollinator mix made of native species for a sustainable site across its lifecycle.

Secondly, CS Energy proposes to provide a "Site Restoration Bond" for a sum total of \$200,000.00 to the Town of Leicester. Please see the copy attached in "Exhibit C – Site Restoration Bond". CS Energy's current estimate to complete this site restoration work is approximately \$60,000.00 and a 333% multiplication factor was used for the bond amount.

CS Energy will also provide a warranty on all planted trees for a period of two (2) years to ensure trees are in a healthy condition and mature properly. CS Energy is providing this bond and warranty to demonstrate to the Town that we are committed to making this project a success.

Please also note that apart from the Bond and Warranty, the Town has the option of holding final building permit inspection sign-off until trees are planted pursuant to the restoration plan. This option would serve as additional assurance to the Town that the Project has adhered to the Restoration Plan.

Below is the specific sequence of actions CS Energy is recommending to meet the Town's concerns:

- Step I – Receive approval from the Town on the Restoration Plan.
- Step II – Procure all required trees by February 21st, 2020 to ensure all inventory is available.
- Step III – Continuously review weather forecasts for end of February/1st week of March to decide whether tree planting can commence based on ground temperature. If the weather is unfavorable in February or March, tree planting shall begin no later than April 13th, 2020 based on past growing seasons and shall be finished by April 30th, 2020. This would be done to achieve (2) full growing seasons in the year 2020 alone.

Please note that in the current restoration plan, the proposed replanting of trees is based on the existing tree makeup in the respective cleared areas. CS Energy has reached out to Mr. Jack Daige, whose property abuts the Solar Farm to the east (PB 163 Parcel 46). Mr. Daige prefers to plant White Pines instead of the variety of hardwood trees proposed in the Restoration Plan. If the Town is amenable to CS Energy working with Mr. Daige's preference, then we would have the Restoration Plan revised for white pines to be installed along the entire eastern side.

Option 2 – Tree Mitigation Fund or plantings in different areas

As an alternative to Option 1 outlined above, CS Energy proposes a second option to plant the same number of trees in other areas of the Town, or to contribute a similar amount of money to a mitigation fund if the Town so chooses. Should the Board choose this Option, CS Energy would develop more detailed plans with the Board's input.

Conclusion

CS Energy is committed to taking corrective action and is amenable to various options in order to make this Project a success for the Town and its client. Please do not hesitate to contact me if you have any questions or comments related to this matter.

Sincerely,



Mr. Prateek Tare
Senior Project Manager
CS Energy, LLC
100 Grove Street, Suite 315
Worcester, MA 01605
Cell: (508)573-0389
Email: ptare@csenergy.com

Enc: Exhibit A - "Silt Fence Construction Record Plan", prepared by Andrews Survey and Engineering, and dated January 21, 2020

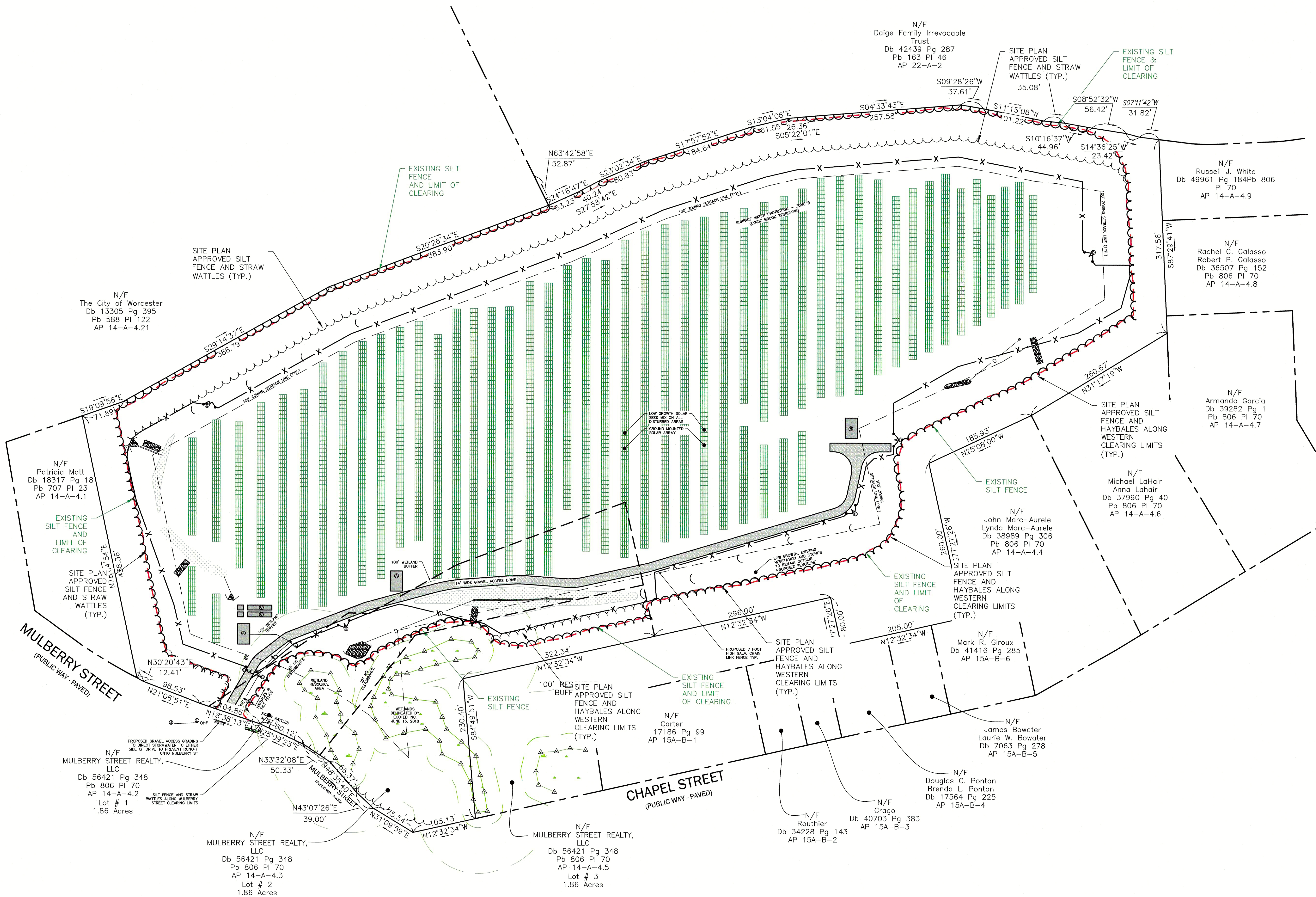
Exhibit B - "Site Restoration Plan", prepped by Beals Associates, Inc., Sheet EX1.0, and dated January 20, 2020

Exhibit B-1 – Pollinator Seed Mix

Exhibit C – Site Restoration Bond

Exhibit A

F:\ACAD\2019 PROJECTS\2019-328\DWG\BY OTHERS\SITE LAYOUT CLEARING LIMITS AB 2020.01.13 (19-01-17).DWG 01-22-20 12:32:20 PM - LAYOUT FENCE AB PLAN



LEGEND

--- AS-BUILT SILT FENCE



Andrews Survey & Engineering, Inc.
Land Surveying - Civil Engineering - Site Planning

P.O. Box 312, 104 Mendon Street
Uxbridge, Massachusetts 01569
P: 508-278-3897 F: 508-278-2289

500 East Washington Street
North Attleboro, Massachusetts 02760
P: 508-316-0452 F: 508-316-0963

LEICESTER SOLAR
10 MULBERRY STREET
LEICESTER, MA

CS ENERGY
2045 LINCOLN HIGHWAY
EDISON, NJ 08817

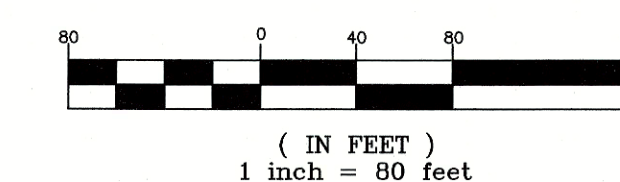
PROJECT:

APPLICANT:

REVISIONS

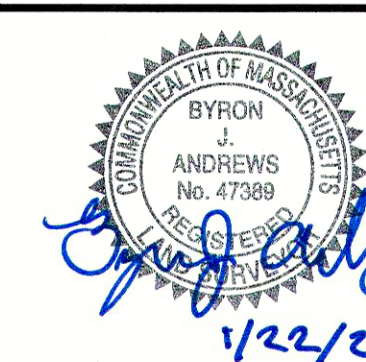
NO.	DATE	DESCRIPTION
1	1/21/20	TEXT ADDED
2	1/22/20	WETLANDS AND PROPERTY BOUNDARIES

GRAPHIC SCALE



SHEET TITLE





SILT FENCE CONSTRUCTION RECORD PLAN

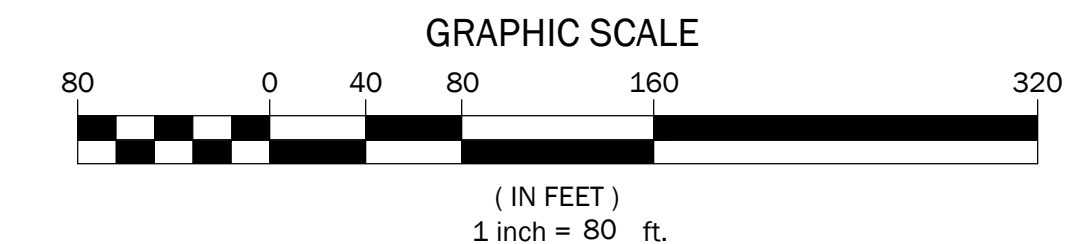


DES BY: JJS DATE: 01/17/2020
CHK BY: BJA PROJECT NO. 2019-328

EX1

Exhibit B

<u>SYMBOL</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>SIZE</u>	<u>HEIGHT</u>	<u>COMMENTS</u>
	3	ARBORVITAE	THUJA	1.5"–2" (DBH)	7'–8'	ALL TREES AT LEAST 20 FEET ON CENTER
	4	NORWAY SPRUCE	PICEA ABIES	1.5"–2" (DBH)	7'–8'	
	4	WHITE SPRUCE	PICEA GLAUCA	1.5"–2" (DBH)	7'–8'	
	3	WHITE PINE	PINUS STROBUS	1.5"–2" (DBH)	7'–8'	



- NOTES:
1. SITE PLAN DATA OBTAINED FROM PLANS ENTITLED "SYNCRPHAS SOLAR, LLC, PROPOSED SOLAR ARRAY" PREPARED BY BERTIN ENGINEERING AND REVISED THROUGH SEPTEMBER 6, 2018.
 2. ELECTRONIC MEDIA (CAD) FILES OF THE PLANS OBTAINED FROM CS ENERGY ON JANUARY 7, 2019 AND JANUARY 9, 2019.
 3. BEALS ASSOCIATES, INC. HAS MODIFIED THE SITE PLANS ONLY FOR THE RESTORATION AREAS.

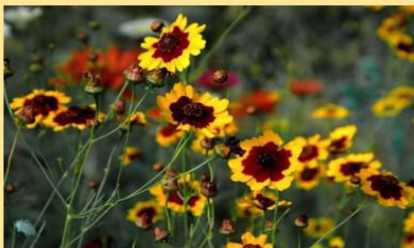
Exhibit B-1

Pollinator Mix

Botanical Name	Common Name	Life Cycle	Color	Height	Blossom Season
Centaurea Cyanus	Corn Flower	Annual	Blue	35"	Spring/ Summer
Coropsis Tinctoria	Plains Coreopsis	Annual	Yellow	30"	Summer/ Fall
Cosmos Sulphurews	Sulphur Cosmos	Annual	Mixed	33"	Summer/ Fall
Rudbeckia Hirta	Black-eyed Susan	Perennial	Blue	34"	Summer/ Fall
Linum perenne Lewis II.	Blue Fax	Perennial	Blue	34"	Summer/ Fall
Cheiranthus AllionII Siberm	Wall Flower	Perennial	Orange	18"	Spring
Asclepias Tuherosa	Butterfly Weed	Perennial	Orange	36"	Summer



Corn Flower



Plains Coreopsis



Sulphur Cosmos



Black-eyed Susan



Blue Fax



Wall Flower



Butterfly Weed

Exhibit C

SITE RESTORATION

Performance Bond

Bond # 107183768

KNOW ALL PERSONS BY THESE PRESENTS: That we, CS Energy, LLC Principal, and Travelers Casualty and Surety Company of America, a corporation authorized to do surety business in the State of MA as Surety, are held and firmly bound unto Town Of Leicester As Obligee, in the sum of Two Hundred Thousand Dollars and Zero Cents (\$ 200,000.00) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this bond.

WHEREAS, the Principal has entered, or is about to enter, into an agreement with the Obligee, to perform site restoration as per Exhibit 1.0 titled Restoration Plan prepared by Beals Associates, Inc. issued on January 20, 2020 (herein referred to as the contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such, that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of 01/22/2020 to 01/22/2021. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither; (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from Termination or expiration of the bond term.
3. Regardless of the number of years this Bond is in Force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
4. No party other than the Obligee shall have any rights hereunder as against the Surety.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: Bond Claim

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED THIS 21st DAY OF January, 2020.

PRINCIPAL:

CS Energy, LLC

Matthew Stedman

By: Matthew Stedman

SURETY:

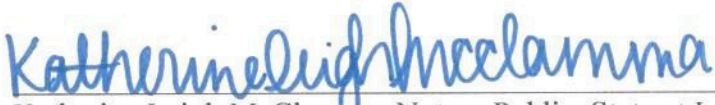
Travelers Casualty and Surety Company of America

By: Jeffrey M. Wilson
Jeffrey M. Wilson, Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGEMENT OF CORPORATE SURETY

State of Alabama)
) ss
County of Jefferson)

On this 21st day of January, 2020 before me, appeared Jeffrey M. Wilson to me personally known, who, being by me duly sworn, did say that he/she is the Attorney-In-Fact for Travelers Casualty and Surety Company of America, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Jeffrey M. Wilson, acknowledged said instrument to be the free act and deed of said corporation.



Katherine Leigh McClamma, Notary Public, State at Large

My commission expires: January 24, 2021



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jeffrey M. Wilson of Birmingham, Alabama** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **January**, 20**20**



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.