

# Kennebunk Light & Power District

*A CONSUMER OWNED UTILITY SINCE 1893*

December 22, 2022

## **REQUEST FOR PROPOSALS FOR TREE TRIMMING SERVICES KENNEBUNK LIGHT AND POWER DISTRICT**

Kennebunk Light and Power District, a quasi-municipal electrical utility serving portions of the towns of Kennebunk, Arundel, Lyman and Wells, Maine is seeking qualified contractors to provide tree trimming services for the entirety of our electrical distribution system. KLPD desires to contract with said qualified contractor for a 5 year cycle of vegetation management. KLPD anticipates completion of current 5-year trimming cycle in January of 2023. KLPD maintains approximately 7,250 meters and approximately 125 miles of electrical distribution conductors. Qualified firms are asked to respond to this RFP by email to: Todd Shea, General Manager at [tshea@klpd.org](mailto:tshea@klpd.org) no later than Monday, January 9, 2023 at 5:00 PM to request a meeting with KLPD representatives and to be provided with the proposed route maps. Route maps are subject to change per responder's recommendations or suggestions. All communication following said meeting will be done electronically, with all interested parties being given an electronic dissemination of requests for clarification. All requests for clarification shall be completed by Monday, January 16, 2023 at 5 PM local time in order to ensure that all bidders are bidding with the same information.

Final, sealed bids shall be addressed to Todd Shea, General Manager, Kennebunk Light & Power District, 4 Factory Pasture Lane, Kennebunk, Maine 04043 by 5 PM on Monday, January 23, 2023.

KLPD will require copies of all applicable certifications, required insurances, workplace safety policies and a minimum of 5 professional references in response to this request. Interested parties shall provide terms of payment at time of final bid submission, with the desired method of pricing being \$/mile of work per year; crew allocation to KLPD's project, duration of annual work, etc.

Any and all communications via email, due to the quasi-municipal nature of KLPD's business, are subject to public access requests and may be required to be released to the public.

KLPD's Board of Trustees is responsible for the final award of this bid. KLPD reserves the right to accept or deny any and all submissions. Final bid award will be given to the proposal that is deemed to be in the best interest of KLPD, per the Board of Trustees, after review and recommendation of KLPD staff.

Todd Shea  
General Manager and Treasurer  
Kennebunk Light and Power District

**Addendum A**  
**Kennebunk Light & Power District**  
**Specification**

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## **Safety and Obligation of Contractor**

1. CONTRACTOR operates independently and not as an agent of KLPD.
2. All distribution vegetation management maintenance work will be performed by a KLPD approved utility CONTRACTOR. CONTRACTOR and at least one member of each crew shall hold a valid local State arborist license.
  - a. New foremen shall have ninety (90) days in which to complete requirements of the arborist license. Crews who are not fully licensed at the end of the ninety (90) period may not work on the system until the license is obtained.
3. Safety is considered a paramount importance and all employees and contractors working for KLPD are expected to observe all safety rules.
4. CONTRACTOR employees performing line clearance work near energized conductors shall be line clearance qualified in accordance with OSHA standard 29 CFR 1910.269 and with the ANSI Standard Z133.
5. CONTRACTORS must comply with all OSHA safety requirements, and shall at a minimum wear hard hats and safety glasses. When operating a chainsaw while standing on the ground the CONTRACTOR shall also wear appropriate fitting chainsaw protective chaps.
6. CONTRACTOR will complete the work according to approved arboricultural standards and within governmental regulations.
7. All equipment needed to complete vegetation work safely shall be in good working order and provided by CONTRACTOR.
8. At a minimum equipment for a standard distribution crew shall include a truck and chipper, chain saws, whiz saws, pruners, pruner poles, ropes, saddles, flashlights or spotlights and OSHA required safety equipment. Supplies shall include tire chains, saw chains, saw blades, files, chain saw oil, etc.
9. The CONTRACTOR shall give the KLPD a minimum of (2) two weeks' notice to starting work on a circuit, and prior to adding any new crews.
10. The CONTRACTOR supervisor will arrange for weekly consultation with KLPD representatives, advising of crew work location, work planned and submit a weekly crew roster to KLPD Representative.

11. CONTRACTOR will maintain liability and property damage insurance holding KLPD free from damage and accident claims related to their work.
12. KLPD will partner with all approved CONTRACTORS in order to maximize mutually beneficial goals. The partnering process may include meetings and achieving KLPD, corporate goals.
13. CONTRACTOR shall designate a full time General Foreman / Supervisor responsible for project completion during the course of the work.
14. CONTRACTOR is responsible to meet all work load requirements within an awarded Division for the entire year. Work load schedules may vary and it is the CONTRACTOR'S responsibility to meet these demands. Work load consists of Lump Sum, Hot Spot, Construction and Storm. KLPD will provide historical data upon request to assist with the planning.
15. The CONTRACTOR shall provide the foreman with appropriate tools (including paper work and maps) for the work to be performed.
16. If it becomes necessary to change foremen, it shall be the responsibility of CONTRACTOR to provide the new foremen with the training necessary.
17. The foreman shall be expected to be reasonably accessible by mobile phone and shall provide the mobile phone number to KLPD representatives.
18. At least one member of each crew shall speak English and be able to communicate work practices and answer questions.
19. It is the sole responsibility of the CONTRACTOR to leave all property in the condition it was found prior to maintenance.
  - a. The CONTRACTOR shall protect existing structures, communication lines, power lines, roads, etc., as well as private property within and adjacent to the work area.
  - b. It shall be the CONTRACTOR responsibility to restore conditions back to original condition if damage occurs.
20. CONTRACTOR may be the first contact for customer inquiries and complaints.
  - a. Report and attempt to settle any inquiry, complaint or claim received during the course of the work.
  - b. It is the responsibility of CONTRACTOR to make a reasonable attempt to resolve all complaints that occur.

- c. The CONTRACTOR will respond to any customer inquiry or complaint no later than two (2) business days from the time they become aware of the inquiry or complaint.
  - d. All inquiries or complaints will be brought to the KLPD representative's attention immediately.
21. Refusals will be brought to the attention of KLPD representative within (2) two business days and using the following guidelines:
- a. All refusals shall be documented using Hand Held Computer and submitted to KLPD. Documentation shall include location and any unusual notes.
21. Signs displaying the CONTRACTOR'S company name for all vehicles used on the right-of-way and for vehicles used while contacting property owners for access or notification will be provided.
22. CONTRACTOR crews shall not solicit private tree work while working for the KLPD.

### **Vegetation Work**

- A. Toxic vegetation that presents a hazard to livestock, such as cherry, shall be disposed of outside of active pasture areas.
- B. Adjacent to streams or waterways, cut vegetation shall be placed beyond the high water mark or more than 30 feet from the stream, whichever is less.
- C. Work is subject to company and landowner authorizations if trees are outside road limits or easements (Ref. Appendix C).
- D. Approved methods of wood and brush disposal will meet or exceed standards established by State and Federal Laws.

### **Primary Wires - Pruning**

- A. The clearances do not change for different primary conductor types.
- B. Minimum of eight (8) feet of side clearance from the conductor.
- C. Minimum of fifteen (15) feet of overhead clearance from the highest electrical conductor.
- D. Minimum of ten (10) feet of clearance will be provided from the lowest electrical conductor to any vegetation, when ground clearing is not permitted.

- E. In limited situations concerning landscape and ornamental trees for branches below the wires, crews may taper lower branches back towards woods edge to improve efficiency of wire restoration.
- F. Smaller limbs below ten (10) feet from the lowest electrical wire will be cut to the ground level so that vegetative shelves are not created or maintained.
  - a. In limited situations, sturdy mature limbs which are a minimum of ten (10) feet below the lowest electric wire which do not pose a hazard to the conductors, may remain provided that re-sprout growth has been removed and minimum side clearance is obtained for the entire limb.
- G. Dead limbs that could present a hazard to the line will be removed even if they are outside of the zone to be cleared.
- H. No limbs will be left that overhang the wires and could potentially contact the wires when loaded with snow or ice even if they are outside the established clearance zone.
- I. All "hangers" must be removed and properly disposed.

### **Primary Wires - Removals**

- A. KLPD requires that CONTRACTOR remove or cut to safe height, hazard trees that pose an obvious threat to overhead conductors.
- B. When a tree is removed the stump height will be no taller than six (6) inches.
- C. Off ROW hazard vegetation are trees greater than four (4) inches in DBH, or brush less than four (4) inches DBH, and are to be removed or cut to a safe height in woodlots, as part of routine maintenance vegetation management work (when trees greater than 30.1 DBH must be removed, contact the KLPD representative)
- D. Trees beyond the road limits or outside the easement require landowner permission.
- E. All non-compatible tree species shall be removed within a minimum of eight (8) feet from the outside conductor. CONTRACTOR will maintain the established right of way width.
- F. When working roadside, CONTRACTOR shall promptly remove or chip the brush resulting from removals and pruning operations.
  - a. Large wood over three (3) inches in diameter may be left on site, in accordance with Maine Slash laws.

- G. Large sturdy trees that do not pose a hazard to conductors can remain within this zone provided side and overhead limbs have been removed, with KLPD representative approval. KLPD requires removal of as many hazard trees as possible.

### **Primary Wires - Ground Cutting**

- A. KLPD requires ground cutting of all incompatible tree species.
- B. Foliar treatment may be prescribed for the following growing season.
  - a. All incompatible softwood species over two (2) feet tall shall be cut at ground level.
- C.
  - a. All incompatible hardwood species over six (6) feet tall will be cut.

### **Primary Wires - Chipping and Debris Removal**

- A. All debris three (3) inches in diameter or less shall be chipped. In right of way locations brush may be wind rowed according Maine State rules.

### **Primary Wires - Vines**

- A. All vines not in contact with any electrical conductors shall be removed. For vines in contact with electrical conductors the KLPD must be contacted.

### **Secondary Wires and Service Cables**

- A. KLPD requires a minimum of two (2) feet of clearance from secondary and service conductors at the time of maintenance or construction pruning.
- B. All debris three (3) inches in diameter or less shall be chipped.
- C. All vines not in contact with any electrical conductors shall be removed. For vines in contact with electrical conductors the KLPD must be contacted.

### **Construction Specifications & Procedures**

- A. Specifications are the same regardless of primary conductor type.
- B. Clear all branches to the ground below the lowest electric wire.
  - a. All compatible and incompatible tree species shall be removed from the clearance zone at the time of pruning, and herbicides will be applied either as a C.S.T or follow up foliar treatment.

- C. The clearance zone may extend beyond the standard widths under certain circumstances - new clearing, hazard trees, etc.
  - a. Permission is required if trees are located outside road limits or easements.
- D. CONTRACTOR must work with the KLPD to complete work by the Customer Service Guarantee (CSG) date.
- E. The KLPD representative must notify the CONTRACTOR a minimum of three (3) working days prior to installing the conductor once the poles have been set.
- F. For planning purposes allow one day of tree work for every span of new work.
- G. The CONTRACTOR will notify the KLPD by updating work management system.
- H. Construction work invoicing and work quality is approved by the KLPD Representative.

### **New Secondary and Service Cable Construction**

- A. Minimum of two (2) feet of clearance from the conductors shall be cleared.
  - a. Dead or hazardous branches outside of the minimum two (2) feet clearance shall be removed.
  - b. Trees or limbs rubbing on or deflecting the service conductor shall be removed at the time of maintenance.
  - c. Incompatible tree species directly under cable should be removed rather than topped.

### **Completion of Work**

- A. After completion of work and review by the CONTRACTOR, CONTRACTOR supervision shall notify the KLPD representative that work has been completed by submitting the Circuit Signoff-sheet. (Appendix D)
- B. KLPD representative shall then review the completed work, within 30 days or as soon as practical and communicate to the CONTRACTOR whether or not rework is needed.
- C. Upon completion of rework, KLPD will process necessary files for payment.
- D. Production invoices for all work shall be approved within the Vegetation Management System.

- E. All work is subject to verification by KLPD prior to the creation or payment of invoices.

### **Storm Restoration**

- A. All crews will report daily time, and work locations which will be noted by town, road, and pole.
  - a. Crews released from other service territories will be responsible for recording all line, pole and task locations.
  - b. It will be the CONTRACTORS responsibility to input data into the electronic hand held unit (MC-75) upon being demobilized from storm.
  - c. Submit electronic forms; Paper forms for Crews not currently on the system.
    - i. Start and stop time is to be recorded.
    - ii. One time sheet shall be entered per crew for duration of storm.
- B. All vendors must have a valid purchase order.
- C. Tree work necessary in areas beyond the restoration of lines shall be the responsibility of the municipality or property owner.
- D. KLPD may arrange for lodging and meals of all tree crews not assigned to that area.
  - a. Tree crews should strive to eat on the same schedule as line crews.
- E. Tree crew must be released at end of each day by KLPD representative.
- F. Crews shall be released from the service territory after coordinating crew movements with the KLPD Supervision.
- G. KLPD or crews contracted by KLPD will not perform wood clean up or brush removal of any debris resulting from storm or the associated restoration effort.
- H. All tree crews will follow the KLPDY storm schedule work day.
  - a. See KLPD Accident Prevention Manual for restoration daily maximum work hours.

## **Record Keeping**

- A. Accurately record daily activities, labor and equipment hours performed in each span. Data is to be referenced by town, road, and pole, using an electronic system provided by KLPD.
- B. This data is used to invoice and track all crew production. Timesheets shall be submitted electronically to KLPD on a weekly basis.
- C. KLPD may issue a stop work order and/or withhold payment for work performed until all reports have been submitted when these reports become delinquent.
- D. Numerous time sheet errors will not be tolerated. Once corrected, the CONTRACTOR timesheet reports are processed.
- E. An invoice and work detail report is prepared, and then approved by the KLPD representative.
- F. After the KLPD has returned the invoice approvals, Accounts Payable will be authorized to send payment to the appropriate CONTRACTORS within specified timeframe per contract.

## **Customer & Municipal Notification**

1. The KLPD will follow the vegetation management notification guideline established by Federal, State and local regulatory bodies.
2. Annual notices shall be sent to customers, municipalities, county commissioners, and Department of Transportation. Two newspapers covering each portion of the service territory shall publish tree trimming advertisements.
3. CONTRACTOR is responsible to obtain permission when necessary and any required permits when necessary.
4. Tree work performed where KLPD possesses transmission line easements does not require customer notification. The same is true for work performed where KLPD holds distribution line easements.
5. The KLPD shall maintain a customer contact list of all landowners who wish to be contacted before tree work is started at their specific location.
  - a. The log is indexed by town, road, and pole number.
  - b. The routine customer notification policy is exempt during emergency restoration efforts.

- c. Customers who wish to be notified prior to line clearance activities on their property can be placed on the company contact log.
6. CONTRACTOR will consult with all landowners on the customer contact list or when a shade or ornamental tree is to be removed, before any tree work is started.
7. All customers listed on the contact log will be notified at least one day in advance of starting tree work.
8. KLPD door hangers shall be provided.
9. CONTRACTOR shall treat all landowners professionally. CONTRACTOR shall communicate when major changes to the trees or landscaping are required to achieve the required clearance to the conductors.
10. The customer notification policy is exempt during emergency restoration efforts.
11. CONTRACTOR may be the first contact for customer inquiries and complaints
  - a. Report and attempt to settle any inquiry, complaint or claim received during the course of the work.
  - b. It is the responsibility of CONTRACTOR to make a reasonable attempt to resolve all complaints that occur.
  - c. The CONTRACTOR will respond to any customer inquiry or complaint no later than two (2) business days from the time they become aware of the inquiry or complaint.
  - d. All inquiries or complaints will be brought to the company representative's attention immediately.
  - e. The CONTRACTOR will be required to complete a 2928 form for each inquiry or complaint.  
(2928 form at end of the Addendum)



## Appendices

### Appendix A 2928

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Name of Customer \_\_\_\_\_

Address \_\_\_\_\_

Circuit name & # \_\_\_\_\_

Line/Pole Number \_\_\_\_\_

Date of Customer's Inquiry or Complaint was received \_\_\_\_\_

Date Customer was Contacted \_\_\_\_\_

\_\_\_\_\_

Nature of Inquiry or Complaint:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Did you meet with the customer? Yes \_\_\_ No \_\_\_

Date(s) you met the customer \_\_\_\_\_

Was Inquiry or Complaint Resolved? Yes \_\_\_\_\_ No \_\_\_

If yes, how was it resolved?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Appendix B Clearing Rights**

The property owner shall provide the Company with written permission (using a standard easement form) which grants removal, trim and treatment rights before any tree work is started. The form shall be recorded as an easement. (Form #1199)

The Company does not purchase clearing rights. If clearing rights must be purchased, the customer shall reimburse the Company as an excess and unusual cost. The grantor (landowner) shall be fully informed, by the COMPANY personnel, that the costs are borne by the customer and not the Company.

If the treatment rights granted by the easement are objected to, an agreement for Right-of-Way Vegetation Control Form# 2937 (Landowner Maintenance Agreement) with an attached Property Location Form must be completed. This agreement makes the customer or grantor of the easement responsible for maintaining line clearance according to the specifications of this right-of-way vegetation agreement. otherwise the treatment clause of the easement becomes applicable.

It is not acceptable to cross out any words or terms contained in either Form #1199 or Form #2937.

### **Appendix C. Landowner Maintenance Agreement**

KLPD offers landowners and abutting landowners an option, also referred to as a No Spray Agreement, when they object to the use of herbicide on the distribution ROW. The landowner agrees to maintain, at their cost and to our specifications, the vegetation in KLPD ROW.

CONTRACTOR crews will be notified of these locations, and they are not to cut or spray the brush within the ROW corridor. The CONTRACTOR will still perform all side trimming and screen maintenance within a No Spray Agreement location. However, no herbicide, such as CST, is to be used by the CONTRACTOR.

The Utility Arborist should meet with the customer and define the agreement. Once it is signed, a copy should be retained by the Utility Arborist, another sent to the Manager of Vegetation Management Operations for corporate records.

AGREEMENT  
FOR  
RIGHT-OF-WAY VEGETATION CONTROL

Effective \_\_\_\_\_, Kennebunk Light & Power District (hereinafter referred to as "KLPD")

And \_\_\_\_\_

Of \_\_\_\_\_  
County, (hereinafter referred to as "Signatory") hereby agree as follows:

1. The Signatory represents that he or she owns or is in legal possession of a parcel of land in said County, approximately \_\_\_\_\_  
feet

Of which abuts KLPD, located as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon which KLPD maintains transmission and/or distribution lines and related facilities.

2. The signatory hereby requests, and KLPD hereby agrees, that for a period of not more than ten (10) years, KLPD will suspend the use of herbicide under its lines, in consideration of which forbearance, the Signatory covenants and agrees to clear and maintain the brush under said lines in compliance with company specifications to the end that growth will be suppressed as well as it would have through the use of herbicides. In performing hereunder the Signatory shall, at his or her expense, furnish all necessary labor, tools, materials, conveyances and equipment and acquire any necessary rights of ingress and egress.

Specifications:

- a. The Signatory will be required to cut at ground line all trees of a species which, in time, could interfere with our overhead lines.
- b. The Signatory agrees to maintain all plant growth at a height of ten (10) feet or less.
- c. The signatory need not suppress the growth of shrubs, ferns, grasses and other low growing plants.
- d. The Signatory agrees to maintain eight (8) either side of the wires or the full width of the existing right-of-way, whichever is greater, consistent with the provisions of (a-c) hereinabove.
- e. The Signatory will be required to erect and maintain the sign(s) issued by the Company in a visible location clearly indicating the limits of the rea covered by this agreement.
- f. All slash shall be removed and disposed of in accordance with State and Federal Regulations, but under no circumstances will the slash remain on the right-of-way.

3. In the event the Signatory fails to adhere to the specifications provided in paragraph 2 hereof, the Company shall provide notice of this deficiency to the Signatory of the address hereinabove given. If the deficiency is not corrected within ninety (90) days of the mailing of such notice, the Company may enter the premises and take such steps as it deems necessary to bring the area into compliance, including the use of herbicide treatment.

4. The Signatory recognizes and assumes all hazards, risks, and responsibilities connected with the performance of such vegetation clearance and maintenance of right-of-way and agrees to take all precautions necessary for the safety and protection of persons and property, including KLPD's facilities, against the same.

5. The Signatory releases, and agrees to indemnify, save harmless and defend KLPD from and against all claims, losses, liabilities, damages and expenses resulting from bodily injury, death or damage to person or property of the Signatory or others, including property of KLPD, or resulting from interruptions of electric service to customers of KLPD, caused by or occurring in connection with any act or omission of the Signatory or of his or her agent, contractor, employee or invitee and arising out of the performance of, or failure to perform, such vegetation clearing or maintenance, unless caused solely by the negligence of KLPD. The indemnity provided for in this paragraph 5 shall not be affected by any failure by KLPD to inspect said right-of-way or the Signatory's performance hereunder.

6. In no event shall the Signatory or any persons employed by or assisting the Signatory in any performance of clearing or maintenance activities hereunder be deemed to be an agent or employee of, supervised by, or otherwise under the direction of, KLPD.

7. During its terms this Agreement may be terminated by either KLPD or by the Signatory by the giving of written notice to the other party to such effect not less than one year in advance of the desired termination date. This Agreement shall automatically terminate immediately (a) upon the failure of the Signatory at any time to fully perform to the Company's specifications described in paragraph 2 hereof, or (b) in the event any facilities of KLPD are damaged as a result of the Signatory's performance hereunder, or (c) upon the transfer of or termination of legal possession of said land by the Signatory, whichever first occurs. Immediately following termination of this Agreement for any reason, KLPD may resume maintenance of said right-of-way in accordance with its then customary practices,

including the use of herbicides.

8. The Signatory shall comply with all applicable laws and regulations, and shall obtain any applicable licenses, permits and authorizations, required for his or her performance hereunder.

9. Except as herein provided, KLPD shall retain and exercise, without liability to the Signatory or his or her agents, contractors, employees or invitees, all rights and privileges acquired by KLPD in said agreement or right-of-way agreement, including those of pole or tower maintenance, line repair and responding to emergency conditions.

10. No right or interest in this Agreement may be assigned by the Signatory without the prior written consent of KLPD.

The Non-KLPD party Signatory hereto represents that he or she has the legal authority to bind the owners of the premises to the terms of this Agreement. It is expressly understood and agreed by the Signatory hereto that if they do not have such authority, this Agreement shall be deemed to have had no force and effect from the outset of the term. In the case of any common and undivided ownership, the unanimous consent of all the owners shall be necessary to effectuate this Agreement.

KENNEBUNK LIGHT & POWER DISTRICT

By: \_\_\_\_\_  
KLPD Representative

\_\_\_\_\_  
Abutter

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

**Appendix D - Circuit Sign Off Sheet: Circuit #**

\_\_\_\_\_ service center, for **Lump Sum** work performed in the year \_\_\_\_\_.

A. I certify that:

All CIRCUIT WORK is complete, all specified pruning, ground cutting, removals, and herbicide applications where applicable, are complete and that all cut vegetation has been disposed of in accordance with the job instructions.

This job is submitted for final acceptance by the Company

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

---

B. For the \_\_\_\_\_ service center, for **Rework** performed in the year \_\_\_\_\_,

I certify that:

All REWORK is complete, all specified pruning, ground cutting, removals, and herbicide applications where applicable, are complete and that all cut vegetation has been disposed of in accordance with the job instructions.

This job is submitted for final acceptance by the Company

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

---

This section to be completed by the OpCo. Vegetation Management Representative The work has been inspected and meets Vegetation Management specifications.

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

## Appendix E. REGULATORY REFERENCES

All federal, state and local laws, regulations, and guidelines must be adhered to when employed by the company including, but not limited to the following:

ANSI Z.133.1-1988. American National Standard Pruning Standards -A300; Tree Care Operations. Part 1 to 7
<i>ANSI A-300 Best Management Practice</i> Utility Pruning of Trees, by ISA
High Voltage Safety Act "An Act to Create the Overhead High-voltage Line Safety Act" (Section 1. 35-A MRSA C.7-A). (H.P. 894 - L.D. 1247)
Landowner Notification "An Act to Expedite Maintenance of Utility Facilities" (Section 1. 35-A MRSA § 2522. (H.P. 346 - L.D. 1041)
Maine Pesticides Control Act 7 M.R.S.A. 606 (2) (6) State of Maine Revised Statutes of 1975 (title 7)
Tree Care Industry Association Best Practices
National Electric Safety Code Section 218
OSHA Standard 29 CFR 1910:269 - Electric Power Generation, Transmission, and Distribution 29 CFR 1910:269(R) - Line Clearance Tree Trimming 29 CFR 1910:1200 - Hazard Communication Standard
Slash Law "An Act to Amend the Laws Relating to Slash Disposal along Highways and Railroad and Utility Corridors "(Section 1. 12 MRSA §9332 and §9333.)
COMPANY Accident Prevention Manual
Tribal Regulations
Maine Public Utilities Commission/ New York Public Service Commission
Maine or NY DEP (Department of Environmental Protection and/or Conservation)

## Appendix F. GLOSSARY

**Annual growth** -A yearly incremental stage of vegetation growing that can be visually determined by the annual nodes.

**Arborist** -Here after referred to as "Arborist". A KLPD employee whose role within their respective administrative area is to plan, budget, execute, and audit vegetation management projects; resolve customer issues; work closely with CONTRACTOR leadership to achieve performance goals & assist with municipality relations/issues. Additionally, to participate in managing storm restoration; implement program policies/programs.

**Brush** - Vegetation less than four inches DBH that may reach the overhead facilities at maturity.

**Buffer zone** - Areas adjacent to highways, streams, public property, scenic areas, historic sites or other areas of special concern. May have visual or environmental value or purpose.

**Chemical (Herbicide) treatment** - The application of a chemical herbicide formulation to vegetation for the purpose of removing the vegetation, controlling sprout growth, or preventing regrowth from stumps.

**Clearance** - The distance between vegetation and the overhead facilities.

**Clearance zone** - The area in, around, or under overhead facilities where vegetation is removed planned to re removed.

**Construction type** - The configuration and design of the overhead facilities.

**CONTRACTOR**- Firm that has been awarded a formal contract to perform work described in these specifications.

**CST** - Cut surface treatment composed of an herbicide mixed in a carrier with a marking dye.

**Danger Tree** - A tree on or off the right-of-way that could contact electric supply lines

**DBH** - The diameter of vegetation measured at a point four and one half feet above ground level.

**Disposal method** - A specific technique utilized for disposing of cut vegetation.

**Dormant** - Not actively growing but protected from the environment.

**Easement** - A defined area within which the KLPD has the right to maintain facilities.

**Edge Trees** - are trees greater than four (4) inches in DBH, are eight (8) feet to fifteen (15) from the edge of the clearance zone and are to be removed or cut to a safe height in woodlots, as part of routine maintenance vegetation management work (when trees greater than 30.1 DBH must be removed, contact the KLPD representative)

**Ground cutting** - The practice of cutting vegetation at ground level under or adjacent to overhead facilities, where the vegetation has the potential to interface with the overhead facilities.

**Hangers** - Cut stems and branches left in the tree.

**Hazard Tree** - A structurally unsound tree that could strike a target when it fails. As used in this clause the target of concern is electrical supply lines. A hazard tree is also a danger tree that has a defect, usually consisting of but not limited to; tree structure, disease, or site conditions, and whose retention would jeopardize line reliability.

**Herbicide application** -Use of chemical formulations to remove target vegetation or prevent the resprout of targeted vegetation.

**Lateral branch** - A branch extending from a parent branch or stem.

**Line clearance** - The practice of removing vegetation from around overhead facilities.

**Main leader** - A dominant upright stem, usually the main trunk.

**MPUC** - Maine Public Utilities Commission.

**Multiple leaders** - Many stems of vegetation originating from the same root system.

**Node** - A point on a stem at which a leaf or leaves are attached.

**Notification** - Consultation with landowners regarding planned vegetation management work.

**Natural pruning** - Also called "Drop Crotch" or "Lateral pruning". A method of pruning where limbs are cut off just outside the branch bark ridge eliminating long stubs.

**Overhead facilities** - All electrical conductors and equipment that are attached to a utility pole and are used for the conveyance of electricity.

**Permission** - The act of receiving approval from the appropriate property owner, where the vegetation is located, in order to perform necessary preventative maintenance on the vegetation.

**Plant** - Relative to distribution vegetation management purposes, the definition is a tree, vine, or shrub.

**Preventative maintenance** - The pruning, trimming, removal or chemical treatment of vegetation, growing or existing in proximity to overhead facilities, for the purpose of preventing such growth from interfering with the overhead facilities.

**Pruning** - The removal, in a scientific manner, of dead, dying, diseased, interfering, objectionable, and/or weak vegetation branches.

**Qualified Utility Arborist**-A tree worker who, through related training and on-the-job experience, is familiar with the hazards in line clearance and has demonstrated his/her ability in the performance of the special techniques involved. This qualified person may or may not be currently employed by a line-clearance CONTRACTOR.

**Right-of-Way Reclamation** - Reestablishing IVM on a right-of-way that is not currently managed to the full extent of its easement or ownership rights and intended purpose. Conditions on a right-of-way in need of reclaiming include tall, dense amounts of undesirable vegetation, and electric supply lines that are inaccessible. Reclamation usually involves initial non-selective methods of mowing or hand-cutting, or broadcast application of herbicides.

**ROW** - Right-of-Way

**Safety Clearance Zone** - Distance around conductor at maximum sag; includes clearance two (2) plus five (5) feet.

**Screen** - Visual vegetation buffer or barrier adjacent to public areas or waterways.

**Selective treatment** -The removal, cutting or trimming of vegetation designated for removal and the retention of vegetation designated to be preserved.

**Shade or ornamental tree** - Tree growing in an area where the landscape is actively managed.

**Shrub** - A low usually multi-stemmed woody plant.

**Side trimming** - The removal of side branches from trees growing alongside off road power lines.

**Slash** - Debris including trees, branches, etc. resulting from tree pruning or removals.

**Sucker growth** - New growth originating from adventitious buds. Usually induced by removing a branch. Also known as re-growth.

**Tree** - A woody perennial plant having a single usually elongate main stem.

**Tree growth regulator (TGR)** - Formulation applied to actively growing trees to reduce growth, by reducing inter nodal growth.

**Trim** - See "Pruning"

**Vegetation** - Plant life such as trees, shrubs, vines, and brush that has a potential to interface

**Vegetation, compatible** - Vegetation that is desirable and/or suitable to the intended use of the site.

**Vegetation, incompatible** - Vegetation that is undesirable, presents a safety hazard, or is unsuitable to the intended use of the site.

**Vegetation management cycle** - A predetermined period of time between preventatives with overhead facilities.

**Vine** - A plant whose stem requires support and which climbs by tendrils or twining.

**Wire zone** - An area on an electric utility right-of-way directly beneath and between the energized conductors farthest out on the pole/tower to fifteen (15) feet for edge phases. This area is the most likely to contain vegetation that could potentially contact the energized conductors at maximum sag. This area is also typically used as access to the poles, towers, and conductors for repair, inspection, and maintenance. Applies to electric utility rights-of-way only.

