

**CURRY COUNTY  
ORDINANCE NO. 2013-04  
NON-EXCLUSIVE FRANCHISE AGREEMENT FOR TRES AMIGAS, LLC**

**ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO  
TRES AMIGAS, LLC, A DELAWARE LIMITED LIABILITY  
COMPANY, BY CURRY COUNTY, NEW MEXICO**

**WHEREAS**, Tres Amigas, LLC, (hereinafter referred to as "Tres Amigas"), which proposes to provide services to residents of Curry County has applied for a non-exclusive franchise agreement with Curry County, New Mexico, (hereinafter referred to as "County"); and,

**WHEREAS**, pursuant to Section 4-37-1 et seq., and Section 3-42-1 et. seq., NMSA 1978 Comp., as amended, counties are authorized, by ordinance, to grant a franchise to any person, firm or corporation for the constructions and operation of any public utility; and

**WHEREAS**, Tres Amigas and County have negotiated and agreed to a non-exclusive franchise agreement between the parties.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF THE COUNTY OF CURRY, NEW MEXICO THAT THIS FRANCHISE BE GRANTED TO TRES AMIGAS, LLC, ACCORDING TO AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

**Section 1. Grant of Franchise**

1.1 Grant

The County grants to Tres Amigas, its legal representatives, successors, lessees and assigns, a non-exclusive franchise, permit, license, right-of-way and privilege ("Franchise") to:

- (a) erect, construct, equip, maintain, repair and operate in the County works, systems and plants ("Electric System") to generate, store, sell, transmit, conduct, distribute, convey or otherwise use electric energy; and,
- (b) transmit, serve, supply and furnish to the County and its inhabitants and others electric power transmission lines and other purposes useful to County and its inhabitants and others in, upon, along, across all roads, streets, avenues, alleys, highways, sidewalks, bridges, and other structures and places on public grounds of County, both above and beneath the surface of same, as the roads, streets, avenues, alleys, highways, sidewalks, bridges and other structures and places on public grounds of County now existing, or as they may hereafter be extended; for
- (c) any lawful purposes upon the terms and conditions set forth in this Franchise Agreement.

## 1.2 Effective Date and Term of Franchise

The Franchise shall become effective and take effect thirty (30) days from the passage hereof by the Board of County Commission of Curry County (the "Effective Date") and shall remain in force from and after the Effective Date of this Ordinance for a term of ten (10) years and shall only be effective within the County's geographic boundaries, excluding any municipality, town or village and renewable thereafter upon such terms and conditions as approved by the parties.

This Franchise shall renew automatically for successive ten (10) year periods as long as Tres Amigas is not in default of any of the terms contained herein, subject to the renegotiation of the annual payment terms set forth in Section 1.7, which will not be increased greater than twenty percent (20%) from the previous ten (10) year period.

## 1.3 Use of Right-of-Ways

Subject to the County's supervision and control, Tres Amigas is authorized and empowered to do any and all things necessary in executing the powers granted in Section 1.1, provided that:

- (a) all work done on the roads, streets, avenues, alleys, highways, sidewalks, bridges and other structures and places on public grounds of the County shall be done with the utmost diligence and with the least amount of inconvenience to the public and shall be placed in such a manner as to cause a minimum interference with the rights or reasonable convenience of property owners who adjoin any of said roads, streets, avenues, alley, highways, sidewalks, bridges and other structures and places on public grounds and all such poles, towers or other fixtures placed on any street shall be placed at the outer edge of the sidewalk or right-of-way and as close to the line of the property adjoining the County's right-of-way used for travel on said roads, streets, alleys and public ways.;
- (b) Tres Amigas shall within a reasonable time, not to exceed seven (7) days, of completion of any project or any installment or part of a project, restore the roads, streets, avenues, alleys, highways, sidewalks, bridges and other structures and places on public grounds that was worked on and/or excavated by it, to their original condition as nearly as possible; and,
- (c) A permit is obtained from the Curry County Road Department, and the associated fees are paid and terms and conditions thereof are complied with.

## 1.4 County's Right to Use Structures

The County is hereby granted a right from Tres Amigas for the use of its poles, towers and other structures to mount/place/install emergency public

warning devices to be used by the County, or the County Sheriff's Department, including devices to notify the public of various emergencies, such as fire, and other natural disasters. The County shall have the right to place said devices on Tres Amigas' structures, free of charge, so long as said structures do not interfere with Tres Amigas' use of the poles, towers and other structures for the power transmission lines or otherwise interfere with their ability to service and maintain the same and do not cause outages on the Electric System. Any such installing of said warning system shall be submitted to Tres Amigas for approval prior to installation and any and all installation, including identifying suitable placement location of these devices, shall be under the direct supervision and control of Tres Amigas, its agents, representatives and/or assignees.

County's failure to use Tres Amigas' structures for said emergency system at anytime during this Franchise, or extension or renewal hereof, shall in no way preclude County from using and installing the same at a later date, at anytime during this Franchise, or any extension or renewal of the same.

#### 1.5 Notice of Change by County

In the event of any proposed change in the bridges, public roads, streets or highways, or in the grades or drains of the public roads, streets or highways, which would require a relocation of Tres Amigas' facilities, the County shall give Tres Amigas written notice of the proposed change at least sixty (60) days in advance. Tres Amigas, by entering into this Franchise Agreement, understands and acknowledges that County has the absolute right to make any such change(s). Tres Amigas shall bear the cost of relocating any and all of its facilities.

#### 1.6 Franchise Non-Exclusive

The Franchise is not exclusive, and nothing in the Franchise shall prevent the County from granting to any other person, firm, or corporation, or operating itself where proper under the law, like, similar or different rights, privileges and franchises. Nothing in this Franchise shall prevent the County or other public utilities owned, maintained or operated by public entities other than the County from constructing sewers; grading, paving, repairing or altering any right-of-way; laying down, repairing or removing water mains; or constructing or establishing power lines or any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Tres Amigas' Electric System. Tres Amigas also understands and acknowledges that there are or may be other franchise agreements with County in place at the time this agreement is executed.

## 1.7 Fees & Charges

The County shall have the right to negotiate any fees and charges that may be permitted under New Mexico statutes and/or federal legislation and all future legislation. As consideration for this Franchise, Tres Amigas shall pay an annual amount to the County of \$35,000. Such amount shall increase to \$50,000 upon the commercial operation of the second phase of Tres Amigas which is expected to occur on or before December 31, 2017. Payment of said Franchise fee shall be made in advance and payable by the 15<sup>th</sup> day of July of each year during the term of this Franchise starting July 15, 2013.

## Section 2. Insurance

At all times during the effective dates of this Franchise Agreement and/or any extensions, renewals or modifications of the same, Tres Amigas shall obtain and continuously maintain in good standing, the following insurance:

### 2.1 Commercial General Liability Insurance

Such coverage shall have limits of no less than one million two hundred fifty thousand dollars (\$1,250,000.00) per occurrence and one million two hundred fifty thousand dollars (\$1,250,000.00) general aggregate. Coverage shall be at least as broad as as that provided by ISO CG 00 01 1/96 or its equivalent and including severability of interests. Such insurance shall name the County, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the County, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

### 2.2 Commercial Automobile Liability Insurance

Such coverage shall have a minimum combined single limits of one million two hundred fifty thousand dollars (\$1,250,000.00) each occurrence and one million two hundred fifty thousand dollars (\$1,250,000.00) aggregate with respect to each of Tres Amigas' owned, hired and non-owned vehicles assigned to or used in the operation of the Electric System in the County. The policy shall contain a severability of interests provision.

### 2.3 Certificates

Each policy shall provide that a certificate of insurance shall be provided to the County stating that the policy or policies of insurance are in good standing and shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days advanced written notice first provided to the County, via certified mail, and ten (10) days advanced notice

for nonpayment of premium. If any policy of insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Tres Amigas shall provide a replacement coverage policy. Tres Amigas agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise.

Tres Amigas shall furnish the County with a certificate of insurance and endorsements of a copy of the page of the policy reflecting blanket additional insured status. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

#### 2.4 Deductibles

Any deductible of the policies shall not in any way limit Tres Amigas' liability to the County.

#### 2.5 Endorsements

All insurance policies shall contain, or shall be endorsed so that:

- (a) The County, its officers, officials, boards, commissions, and employees shall be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of Tres Amigas under this Franchise or applicable law, or in the construction, operation or repair, or ownership of the Electric System;
- (b) Tres Amigas' insurance coverage shall be primary insurance with respect to the County, its officers, officials, boards commissions, employees and agents. Any insurance or self-insurance maintained by the County, its officers, officials, boards commissions, employees and agents shall be in excess of the Tres Amigas' insurance and shall not contribute to it; and,
- (c) Tres Amigas' insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

### **Section 3. Company Liability**

- 3.1 Tres Amigas shall, at all times during the life of this Franchise, be subject to all lawful exercise of the police power by the County and to such reasonable regulation as the County may, by resolution or ordinance, hereinafter provide. It is expressly understood and agreed by and between Tres Amigas and County that Tres Amigas shall hold the County harmless from any and all losses sustained by the County on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence on the part of Tres

Amigas in the construction or maintenance of its system in Curry County. County shall notify the Tres Amigas' representative within a reasonable period of time after the presentation of any claim or demand either by suit or otherwise made against the County on account of any negligence on the part of Tres Amigas, its agents, assigns and/or representatives.

### 3.2 Repair of roads, etc.

In case of any disturbance of the County's roads, rights-of-way or other structures, caused by Tres Amigas' actions, or failure to act, Tres Amigas shall, at its own cost and expense, and pursuant to Curry County's Road Policy, repair, replace and/or restore the County's road, easement or right-of-way and/or the surface to or thereof in as good a condition as before said work was commenced.

## Section 4. Safety

### 4.1 Hazardous Substances

- (a) Tres Amigas shall comply with any and all applicable laws, statute, regulations and orders concerning hazardous substances relating to Tres Amigas' Electric System in the County rights-of-way or public property.
- (b) Tres Amigas agrees to indemnify the County against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the County arising out of a release of hazardous substances caused by Tres Amigas' Electric System.

### 4.2 Maintenance & Repairs

Tres Amigas shall provide and use at its own expense and cost any equipment and facilities as may be necessary to control and carry Tres Amigas' power in such a manner so as to prevent injury to the County's property or property belonging to any person. Tres Amigas, without charge to the County (except through rates for electric service set in a rate case) and in full compliance with any and all laws, rules, regulations, ordinances and similar enactments, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Tres Amigas in the rights-of-way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding. The bounds of any trenches shall be clearly designated by warning lights during periods of dusk and darkness. Any and all such work, maintenance and/or repairs to County roads shall be performed by Tres Amigas pursuant to the terms and requirements of the Curry County Road Policy.

#### 4.3 Notice to County

Tres Amigas shall give notice to the Curry County Manager and Curry County Road Superintendent regarding any work, maintenance or repairs to any of Tres Amigas' equipment or any other work in the County's rights-of-way as follows:

- (a) At least ninety (90) days advanced written notice shall be given to the Curry County Manager and Curry County Road Superintendent prior to any actual installation of power lines or power structures, or the beginning of excavation, trenching or other such work in preparation for installation of any power lines or other structures and/or for any work that will result in the closure of any County road, or any part of a County road, to traffic.
- (b) Sixty (60) days advanced written notice shall be given to the Curry County Manager and Curry County Road Superintendent of any work that will close only a portion of a County road to traffic and any work that would close or prevent access through any intersection of a County road for any period of time or any work that would close or prevent access through any intersection of a County road for any period of time and any crosscuts, cuts, boring or excavation of any type on any County road surface.
- (c) No notice will be required for any work to be performed in the County easements, and not on the County surface or roadway that will have no impact on traffic flowing on County roads.
- (d) In the event of an emergency, which is defined as a situation involving, or posing an immediate risk of, injury or damage to persons or property or other immediate public safety or welfare concern, that Tres Amigas had no advanced notice of and could not plan, prepare or otherwise notify County regarding the same, Tres Amigas shall immediately contact the County Manager and give oral notification of the same, to be followed up within twenty-four hours by written notification.

#### 4.4 Notice to Private Property Owners

Except in the case of emergency involving public safety or service interruptions to a large number of customers, Tres Amigas shall give thirty (30) days advanced notice to private property owners or legal tenants of any and all work.

#### 4.5 Maintenance of Facilities, Abandoned or Not, Consistent with Good Utility Practice

Tres Amigas shall retain all liability for its facilities, whether abandoned or not, in the rights-of-way and shall maintain those facilities consistent with good utility practice. The County may require Tres Amigas to remove an abandoned facility from the right-of-way or modify the facility to protect the

public health, welfare, safety, and convenience, or otherwise serve the public interest.

#### 4.6 Construction of Facilities

Tres Amigas shall construct and maintain its facilities consistent with all applicable Federal, State and local construction codes, rules, regulations and ordinances. The County has the right to inspect and issue a "stop work order" for any noncompliance with the terms of this agreement resulting from Tres Amigas' construction activities.

#### 4.7 Tree Trimming

Tres Amigas shall have the authority to trim trees or other natural growth overhanging any of its Electric System in the County's rights-of-way so as to reasonably prevent branches from coming in contact with Tres Amigas' wires, cables, or other equipment. Tres Amigas shall not engage in excessive trimming. Tres Amigas shall ensure compliance with the North American Electric Reliability Corporation's Transmission Vegetation Management Program, reliability standard FAC-003-1, a copy of which is attached, the safety requirements for pruning, repairing, maintaining, and removing trees endorsed by the American National Standards Institute (specifically, the ANSI A300 pruning standards), State laws, and general ordinances or regulations of the County regarding tree trimming. The County shall provide such ordinances or regulations to Tres Amigas upon reasonable request. Tres Amigas shall have an opportunity to make comment on any proposed ordinances or regulations related to tree trimming in the same fashion as the general public. Except during an emergency or the recovery after an emergency, Tres Amigas shall notify the County and its residents at least ten (10) days prior to entering onto the property to perform any tree trimming activities. Tres Amigas further agrees that, within one year of its acceptance of this Franchise, and on a yearly basis thereafter, it will engage in a campaign to educate County residents regarding prudent tree selection and planting around power lines.

### **Section 5. Miscellaneous Provisions**

#### 5.1 Hold Harmless

Tres Amigas shall hold the County, its officers and agents harmless from any and all liability or claims of loss that may arise from and/or as the result of the erection, construction and/or operation of Tres Amigas' Electric System and which are attributable to the negligence of Tres Amigas or any of its agents, assigns and/or representatives.

## 5.2 Force Majeure

Unless otherwise regulated or imposed by law, Tres Amigas shall not be responsible or liable to any person, firm or corporation for the interruption of any service provided by Tres Amigas arising from floods, fires, wind storms, ice storms, accidents, acts of God or any other cause beyond its control, but in case of any such interruption, Tres Amigas shall use reasonable diligence to reestablish service as soon as possible.

## 5.3 Conflicts

All, or part, of any resolutions or orders in conflict with this Franchise are repealed.

## 5.4 Severability

If any section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such termination shall have no effect on the validity of any other section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

## 5.5 Preferential or Discriminatory Practices Prohibited

Throughout the term of this Franchise, Tres Amigas shall fully comply with all equal employment or non-discrimination provisions and requirements of Federal, State and local laws and regulations relating thereto.

## 5.6 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other, a local address for the service of notices by mail. All notices shall be sent postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the County or Tres Amigas by written notice at any time. At the Effective Date of this Franchise:

Tres Amigas contact address shall be:

Tres Amigas, LLC  
Attention: Chief Operating Officer  
119 East Marcy Street, Suite 104  
Santa Fe, NM 87501  
(T) 505-428-6374  
(F) 505-792-6080

The County's contact address shall be:

County of Curry  
Attention: Curry County Manager  
700 N. Main Street, Suite #10  
Clovis, NM 88101  
(T) 575-763-6016  
(F) 575-763-3656

5.7 Publication Costs

Tres Amigas shall reimburse the County for all reasonable costs incurred in publishing this Franchise, if such publication is required, and legal fees incurred in preparation and review of the Franchise.

5.8 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

5.9 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

5.10 Waiver

The failure of the County at anytime to require performance by Tres Amigas of any provision hereof shall in no way affect the right of the County hereafter to enforce the same. Nor shall the waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

5.11 Agreement in Entirety

This Franchise and all exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

5.12 Open Records

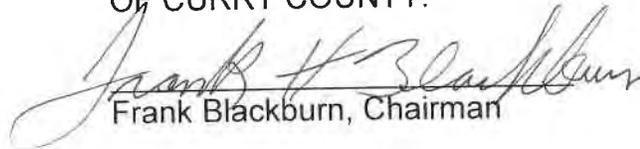
(a) The County, including the County's auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Tres Amigas, and its parent corporations and affiliates

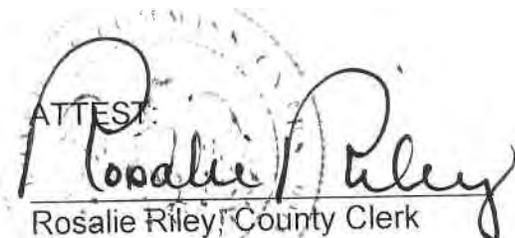
which are related to the administration or enforcement of the terms of this Franchise.

- (b) The County is bound by the open public records and open public meetings laws of the State of New Mexico. The County, therefore, cannot guarantee the confidentiality of any information provided to the County under this Franchise.

PASSED, ADOPTED AND APPROVED THIS 4<sup>th</sup> DAY OF June, 2013.

THE BOARD OF COMMISSIONERS  
OF CURRY COUNTY:

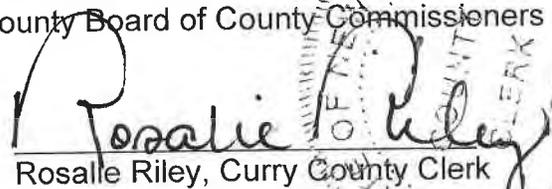
  
Frank Blackburn, Chairman

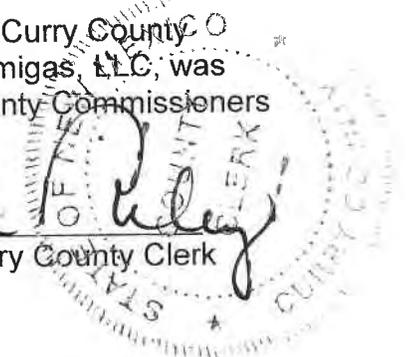
ATTEST:  
  
Rosalie Riley, County Clerk



CERTIFICATE OF CURRY COUNTY CLERK

I, ROSALIE RILEY, Curry County Clerk, hereby certify that Curry County Ordinance Number 13-04 being a Grant of Franchise to Tres Amigas, LLC, was passed, approved and adopted by the Curry County Board of County Commissioners on this 12 day of June, 2013.

  
Rosalie Riley, Curry County Clerk



*ANSI A300 (Part 1)-2001 Pruning  
Revision of ANSI A300-1995*

**American National Standard**

*for Tree Care Operations —  
Tree, Shrub, and Other Woody Plant  
Maintenance —  
Standard Practices (Pruning)*

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*ANSI A300 (Part 1)-2001 Pruning  
Revision of ANSI A300-1995*



ANSI®  
A300 (Part 1)-2001  
Revision of  
ANSI A300-1995

American National Standard  
for Tree Care Operations –  
Tree, Shrub, and Other Woody Plant Maintenance –  
Standard Practices (*Pruning*)

Secretariat

**National Arborist Association, Inc.**

Approved May 22, 2001

**American National Standards Institute, Inc.**

Headquarters:

1819 L Street, NW  
Sixth Floor  
Washington, DC 20036

New York Office:

25 West 43rd Street  
Fourth Floor  
New York, NY 10036

## American National Standard

Approval of an American National Standard requires review by ANSI that the requirements for due process, consensus, and other criteria for approval have been met by the standards developer.

Consensus is established when, in the judgement of the ANSI Board of Standards Review, substantial agreement has been reached by directly and materially affected interests. Substantial agreement means much more than a simple majority, but not necessarily unanimity. Consensus requires that all views and objections be considered, and that a concerted effort be made towards their resolution.

The use of American National Standards is completely voluntary; their existence does not in any respect preclude anyone, whether he has approved the standards or not, from manufacturing, marketing, purchasing, or using products, processes, or procedures not conforming to the standards.

The American National Standards Institute does not develop standards and will in no circumstances give an interpretation of any American National Standard. Moreover, no person shall have the right or authority to issue an interpretation of an American National Standard in the name of the American National Standards Institute. Requests for interpretations should be addressed to the secretariat or sponsor whose name appears on the title page of this standard.

**CAUTION NOTICE:** This American National Standard may be revised or withdrawn at any time. The procedures of the American National Standards Institute require that action be taken periodically to reaffirm, revise, or withdraw this standard. Purchasers of American National Standards may receive current information on all standards by calling or writing the American National Standards Institute.

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**Forward** (This foreword is not part of American National Standard A300 Part 1-2001.)

An industry-consensus standard must have the input of the industry that it is intended to affect. The Accredited Standards Committee A300 was approved June 28, 1991. The committee includes representatives from the residential and commercial tree care industry, the utility, municipal, and federal sectors, the landscape and nursery industries, and other interested organizations. Representatives from varied geographic areas with broad knowledge and technical expertise contributed.

The A300 standard can be best placed in proper context if one reads its *Scope, Purpose, and Application*. This document presents performance standards for the care and maintenance of trees, shrubs, and other woody plants. It is intended as a guide in the drafting of maintenance specifications for federal, state, municipal, and private authorities including property owners, property managers, and utilities.

The A300 standard stipulates that specifications for tree work should be written and administered by a professional possessing the technical competence to provide for, or supervise, the management of woody landscape plants. Users of this standard must first interpret its wording, then apply their knowledge of growth habits of certain plant species in a given environment. In this manner, the user ultimately develops their own specifications for plant maintenance.

ANSI A300 Part 1 – *Pruning*, should be used in conjunction with the rest of the A300 standard when writing specifications for tree care operations.

Suggestions for improvement of this standard should be forwarded to: NAA300 Secretary, c/o National Arborist Association, 3 Perimeter Rd. - Unit 1, Manchester, NH 03103, USA or Email: [naa@natlarb.com](mailto:naa@natlarb.com).

This standard was processed and approved for submittal to ANSI by Accredited Standards Committee on Tree, Shrub, and Other Woody Plant Maintenance Operations – *Standard Practices*, A300. Committee approval of the standard does not necessarily imply that all committee members voted for its approval. At the time it approved this standard, the A300 committee had the following members:

Tim Johnson, Chair (Artistic Arborist, Inc.)  
Bob Rouse, Secretary (National Arborist Association, Inc.)

<i>Organizations Represented</i>	<i>Name of Representative</i>
American Forests .....	Staff (Observer)
American Nursery and Landscape Association .....	Craig J. Regelbrugge
American Society of Consulting Arborists .....	Andrew Graham Donald Blair (Adviser) Beth Palys (Adviser)
American Society of Landscape Architects .....	Ron Leighton
Asplundh Tree Expert Company .....	Geoff Kempter
Associated Landscape Contractors of America .....	Preston Leyshon Jeff Bourne (Alt.)
The Davey Tree Expert Company .....	Joseph Tommasi Dick Jones (Alt.) Richard Rathjens (Adviser)
The F.A. Bartlett Tree Expert Company .....	Peter Becker Dr. Thomas Smiley (Alt.)
International Society of Arboriculture .....	Ed Brennan Sharon Lilly (Alt.)
National Arborist Association .....	Ronald Rubin Tom Mugridge (Alt.)
National Park Service .....	Robert DeFeo
Professional Grounds Management Society .....	Kevin O'Donnell
Society of Municipal Arborists .....	Andrew Hillman
U.S. Forest Service .....	Ed Macie Mike Galvin (Alt.) Philip D. Rodbell (Alt.)

*Organizations Represented*  
Utility Arborist Association .....

*Name of Representative*  
Jeffery Smith  
Matt Simons (Alt.)

## American National Standard for Tree Care Operations –

# Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)

## 1 ANSI A300 standards

### 1.1 Scope

ANSI A300 standards present performance standards for the care and maintenance of trees, shrubs, and other woody plants.

### 1.2 Purpose

ANSI A300 standards are intended as guides for federal, state, municipal and private authorities including property owners, property managers, and utilities in the drafting of their maintenance specifications.

### 1.3 Application

ANSI A300 standards shall apply to any person or entity engaged in the business, trade, or performance of repairing, maintaining, or preserving trees, shrubs, or other woody plants.

### 1.4 Implementation

Specifications for tree maintenance should be written and administered by an arborist.

## 2 Part 1 – Pruning standards

### 2.1 Purpose

The purpose of this document is to provide standards for developing specifications for tree pruning.

### 2.2 Reasons for pruning

The reasons for tree pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. Pruning practices for agricultural, horticultural production, or silvicultural purposes are exempt from this standard.

### 2.3 Safety

2.3.1 Tree maintenance shall be performed only by arborists or arborist trainees who, through related training or on-the-job experience, or both, are familiar with the practices and hazards of arboriculture and the equipment used in such operations.

2.3.2 This standard shall not take precedence over arboricultural safe work practices.

2.3.3 Operations shall comply with applicable Occupational Safety and Health Administration (OSHA) standards, ANSI Z133.1, as well as state and local regulations.

## 3 Normative references

The following standards contain provisions, which, through reference in the text, constitute provisions of this American National Standard. All standards are subject to revision, and parties to agreements based on this American National Standard shall apply the most recent edition of the standards indicated below.

ANSI Z60.1, *Nursery stock*

ANSI Z133.1, *Tree care operations - Pruning, trimming, repairing, maintaining, and removing trees, and cutting brush - Safety requirements*

29 CFR 1910, General industry <sup>1)</sup>

29 CFR 1910.268, Telecommunications <sup>1)</sup>

29 CFR 1910.269, Electric power generation, transmission, and distribution <sup>1)</sup>

29 CFR 1910.331 - 335, Electrical safety-related work practices <sup>1)</sup>

## 4 Definitions

4.1 **anvil-type pruning tool:** A pruning tool that

has a sharp straight blade that cuts against a flat metal cutting surface, in contrast to a *hook-and-blade-type pruning tool* (4.21).

**4.2 apical dominance:** Inhibition of growth of lateral buds by the terminal bud.

**4.3 arboriculture:** The art, science, technology, and business of commercial, public, and utility tree care.

**4.4 arborist:** An individual engaged in the profession of arboriculture who, through experience, education, and related training, possesses the competence to provide for or supervise the management of trees and other woody plants.

**4.5 arborist trainee:** An individual undergoing on-the-job training to obtain the experience and the competence required to provide for or supervise the management of trees and other woody plants. Such trainees shall be under the direct supervision of an arborist.

**4.6 branch bark ridge:** The raised area of bark in the branch crotch that marks where the branch and parent meet.

**4.7 branch collar:** The swollen area at the base of a branch.

**4.8 callus:** Undifferentiated tissue formed by the cambium around a wound.

**4.9 cambium:** The dividing layer of cells that forms sapwood (xylem) to the inside and inner bark (phloem) to the outside.

**4.10 cleaning:** Selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches (5.6.1).

**4.11 climbing spurs:** Sharp, pointed devices affixed to a climber's boot used to assist in climbing trees. (syn.: gaffs, hooks, spurs, spikes, climbers)

**4.12 closure:** The process of woundwood covering a cut or other tree injury.

**4.13 crown:** The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.

**4.14 decay:** The degradation of woody tissue

caused by microorganisms.

**4.15 espalier:** The combination of pruning, supporting, and training branches to orient a plant in one plane (5.7.2).

**4.16 establishment:** The point after planting when a tree's root system has grown sufficiently into the surrounding soil to support shoot growth and anchor the tree.

**4.17 facility:** A structure or equipment used to deliver or provide protection for the delivery of an essential service, such as electricity or communications.

**4.18 final cut:** A cut that completes the removal or reduction of a branch or stub.

**4.19 frond:** A leaf of a palm.

**4.20 heading:** 1. Cutting a currently growing, or a 1-year-old shoot, back to a bud. 2. Cutting an older branch or stem back to a stub in order to meet a defined structural objective. 3. Cutting an older branch or stem back to a lateral branch not large enough to assume apical dominance in order to meet a defined structural objective. Heading may or may not be an acceptable pruning practice, depending on the application.

**4.21 hook-and-blade-type pruning tool:** A pruning tool that has a sharp curved blade that overlaps a supporting hook; in contrast to an *anvil-type pruning tool* (4.1). (syn.: by-pass pruner)

**4.22 interfering branches:** Crossing, rubbing, or upright branches that have the potential to damage tree structure and/or health.

**4.23 internodal cut:** A cut located between lateral branches or buds.

**4.24 lateral branch:** A shoot or stem growing from a parent branch or stem.

**4.25 leader:** A dominant or co-dominant, upright stem.

**4.26 limb:** A large, prominent branch.

**4.27 lion's tailing:** The removal of an excessive number of inner, lateral branches from parent

branches. Lion's tailing is not an acceptable pruning practice (5.5.7).

**4.28 mechanical pruning:** A utility pruning technique where large-scale power equipment is used to cut back branches (5.9.2.2).

**4.29 parent branch or stem:** A tree trunk, limb, or prominent branch from which shoots or stems grow.

**4.30 peeling:** *For palms:* The removal of only the dead frond bases at the point they make contact with the trunk without damaging living trunk tissue. (syn.: shaving)

**4.31 petiole:** A stalk of a leaf or frond.

**4.32 phloem:** Inner bark conducting tissues that transport organic substances, primarily carbohydrates, from leaves and stems to other parts of the plant.

**4.33 pollarding:** The maintenance of a tree by making internodal cuts to reduce the size of a young tree, followed by the annual removal of shoot growth at its point of origin (5.7.3).

**4.34 pruning:** The selective removal of plant parts to meet specific goals and objectives.

**4.35 qualified line-clearance arborist:** An individual who, through related training and on-the-job experience, is familiar with the equipment and hazards in line clearance and has demonstrated the ability to perform the special techniques involved. This individual may or may not be currently employed by a line-clearance contractor.

**4.36 qualified line-clearance arborist trainee:** An individual undergoing line-clearance training and who, in the course of such training, is familiar with the hazards and equipment involved in line clearance and has demonstrated ability in the performance of the special techniques involved. This individual shall be under the direct supervision of a qualified line-clearance arborist.

**4.37 raising:** Selective pruning to provide vertical clearance (5.6.3).

**4.38 reduction:** Selective pruning to decrease height and/or spread (5.6.4).

**4.39 remote/rural areas:** Locations associated

with very little human activity, land improvement, or development.

**4.40 restoration:** Selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged (5.7.4).

**4.41 shall:** As used in this standard, denotes a mandatory requirement.

**4.42 should:** As used in this standard, denotes an advisory recommendation.

**4.43 stub:** An undesirable short length of a branch remaining after a break or incorrect pruning cut is made.

**4.44 thinning:** Selective pruning to reduce density of live branches (5.6.2).

**4.45 throwline:** A small, lightweight line with a weighted end used to position a climber's rope in a tree.

**4.46 topping:** The reduction of a tree's size using heading cuts that shorten limbs or branches back to a predetermined crown limit. Topping is not an acceptable pruning practice (5.5.7).

**4.47 tracing:** The removal of loose, damaged tissue from in and around the wound.

**4.48 urban/residential areas:** Locations, such as populated areas including public and private property, that are normally associated with human activity.

**4.49 utility:** An entity that delivers a public service, such as electricity or communications.

**4.50 utility space:** The physical area occupied by a utility's facilities and the additional space required to ensure its operation.

**4.51 vista pruning:** Selective pruning to allow a specific view (5.7.5).

**4.52 watersprouts:** New stems originating from epicormic buds. (syn.: epicormic shoots)

**4.53 wound:** An opening that is created when the bark of a live branch or stem is penetrated, cut, or removed.

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**4.54 woundwood:** Partially differentiated tissue responsible for closing wounds. Woundwood develops from callus associated with wounds.

**4.55 xylem:** Wood tissue. Active xylem is sapwood; inactive xylem is heartwood.

**4.56 young tree:** A tree young in age or a newly transplanted tree.

**5 Pruning practices**

**5.1 Tree inspection**

**5.1.1** An arborist or arborist trainee shall visually inspect each tree before beginning work.

**5.1.2** If a condition is observed requiring attention beyond the original scope of the work, the condition should be reported to an immediate supervisor, the owner, or the person responsible for authorizing the work.

**5.2 Tools and equipment**

**5.2.1** Equipment and work practices that damage living tissue and bark beyond the scope of the work should be avoided.

**5.2.2** Climbing spurs shall not be used when climbing and pruning trees.

Exceptions:

- when limbs are more than throwline distance apart and there is no other means of climbing the tree;
- when the bark is thick enough to prevent damage to the cambium;
- in remote or rural utility rights-of-way.

**5.3 Pruning cuts**

**5.3.1** Pruning tools used in making pruning cuts shall be sharp.

**5.3.2** A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a stub (see Figure 5.3.2).

**5.3.3** A pruning cut that reduces the length of a branch or parent stem should bisect the angle between its branch bark ridge and an imaginary line perpendicular to the branch or stem (see Figure 5.3.3).

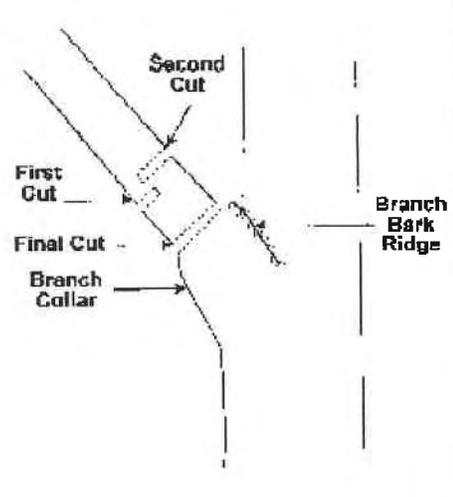
**5.3.4** The final cut shall result in a flat surface with adjacent bark firmly attached.

**5.3.5** When removing a dead branch, the final cut shall be made just outside the collar of living tissue.

**5.3.6** Tree branches shall be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property. Branches too large to support with one hand shall be precut to avoid splitting of the wood or tearing of the bark (see Figure 5.3.2). Where necessary, ropes or other equipment shall be used to lower large branches or portions of branches to the ground.

**5.3.7** A final cut that removes a branch with a narrow angle of attachment should be made from the outside of the branch to prevent damage to the parent limb (see Figure 5.3.7).

**5.3.8** Severed limbs shall be removed from the crown upon completion of the pruning, at times when the tree would be left unattended, or at the end of the workday.



**Figure 5.3.2.** - A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a stub. Branches too large to support with one hand shall be precut to avoid splitting of the wood or tearing of the bark.

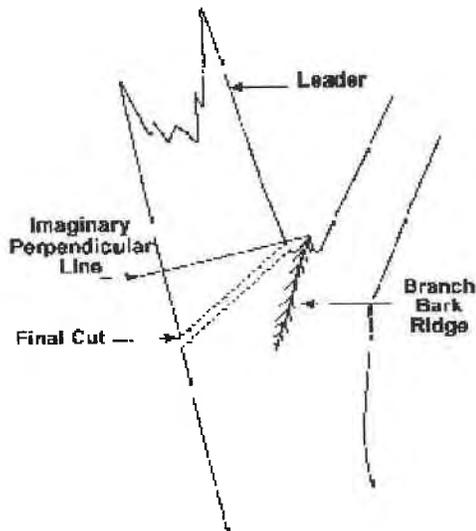


Figure 5.3.3. – A pruning cut that reduces the length of a branch or parent stem should bisect the angle between its branch bark ridge and an imaginary line perpendicular to the branch or stem.

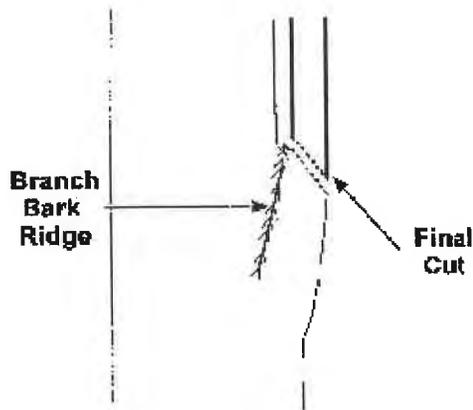


Figure 5.3.7. – A final cut that removes a branch with a narrow angle of attachment should be made from the outside of the branch to prevent damage to the parent limb.

#### 5.4 Wound treatment

5.4.1 Wound treatments should not be used to cover wounds or pruning cuts, except when recommended for disease, insect, mistletoe, or sprout control, or for cosmetic reasons.

5.4.2 Wound treatments that are damaging to tree tissues shall not be used.

5.4.3 When tracing wounds, only loose, damaged tissue should be removed.

#### 5.5 Pruning objectives

5.5.1 Pruning objectives shall be established prior to beginning any pruning operation.

5.5.2 To obtain the defined objective, the growth cycles and structure of individual species and the type of pruning to be performed should be considered.

5.5.3 Not more than 25 percent of the foliage should be removed within an annual growing season. The percentage and distribution of foliage to be removed shall be adjusted according to the plant's species, age, health, and site.

5.5.4 Not more than 25 percent of the foliage of a branch or limb should be removed when it is cut back to a lateral. That lateral should be large enough to assume apical dominance.

5.5.5 Pruning cuts should be made in accordance with 5.3 *Pruning cuts*.

5.5.6 Heading should be considered an acceptable practice for shrub or specialty pruning when needed to reach a defined objective.

5.5.7 Topping and lion's tailing shall be considered unacceptable pruning practices for trees.

#### 5.6 Pruning types

Specifications for pruning should consist of, but are not limited to, one or more of the following types:

5.6.1 **Clean:** Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches.

5.6.1.1 Location of parts to be removed shall be specified.

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5.6.1.2 Size range of parts to be removed shall be specified.

5.6.2 **Thin:** Thinning shall consist of selective pruning to reduce density of live branches.

5.6.2.1 Thinning should result in an even distribution of branches on individual limbs and throughout the crown.

5.6.2.2 Not more than 25 percent of the crown should be removed within an annual growing season.

5.6.2.3 Location of parts to be removed shall be specified.

5.6.2.4 Percentage of foliage and size range of parts to be removed shall be specified.

5.6.3 **Raise:** Raising shall consist of selective pruning to provide vertical clearance.

5.6.3.1 Vertical clearance should be specified.

5.6.3.2 Location and size range of parts to be removed should be specified.

5.6.4 **Reduce:** Reduction shall consist of selective pruning to decrease height and/or spread.

5.6.4.1 Consideration shall be given to the ability of a species to tolerate this type of pruning.

5.6.4.2 Location of parts to be removed and clearance should be specified.

5.6.4.3 Size range of parts should be specified.

### 5.7 Specialty pruning

Consideration shall be given to the ability of a species to tolerate specialty pruning, using one or more pruning types (5.6).

#### 5.7.1 Young trees

5.7.1.1 The reasons for young tree pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need.

5.7.1.2 Young trees that will not tolerate repetitive

pruning and have the potential to outgrow their space should be considered for relocation or removal.

#### 5.7.1.3 At planting

5.7.1.3.1 Pruning should be limited to cleaning (5.6.1).

5.7.1.3.2 Branches should be retained on the lower trunk.

#### 5.7.1.4 Once established

5.7.1.4.1 Cleaning should be performed (5.6.1).

5.7.1.4.2 Rubbing and poorly attached branches should be removed.

5.7.1.4.3 A central leader or leader(s) as appropriate should be developed.

5.7.1.4.4 A strong, properly spaced scaffold branch structure should be selected and maintained.

5.7.1.4.5 Interfering branches should be reduced or removed.

#### 5.7.2 Espalier

5.7.2.1 Branches that extend outside the desired plane of growth shall be pruned or tied back.

5.7.2.2 Ties should be replaced as needed to prevent girdling the branches at the attachment site.

#### 5.7.3 Pollarding

5.7.3.1 Consideration shall be given to the ability of the individual tree to respond to pollarding.

5.7.3.2 Management plans shall be made prior to the start of the pollarding process for routine removal of watersprouts.

5.7.3.3 Internodal cuts shall be made at specific locations to start the pollarding process. After the initial cuts are made, no additional internodal cut shall be made.

5.7.3.4 Watersprouts growing from the cut ends of branches (knuckles) should be removed annually during the dormant season.

**5.7.4 Restoration**

**5.7.4.1** Restoration shall consist of selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.

**5.7.4.2** Location in tree, size range of parts, and percentage of watersprouts to be removed should be specified.

**5.7.5 Vista pruning**

**5.7.5.1** Vista pruning shall consist of selective pruning to allow a specific view.

**5.7.5.2** Size range of parts, location in tree, and percentage of foliage to be removed should be specified.

**5.8 Palm pruning**

**5.8.1** Palm pruning should be performed when fronds, fruit, or loose petioles may create a dangerous condition.

**5.8.2** Live healthy fronds, initiating at an angle of 45 degrees or greater from horizontal, with frond tips at or below horizontal, should not be removed.

**5.8.3** Fronds removed should be severed close to the petiole base without damaging living trunk tissue.

**5.8.4** Palm peeling (shaving) should consist of the removal of only the dead frond bases at the point they make contact with the trunk without damaging living trunk tissue.

**5.9 Utility pruning****5.9.1 General**

**5.9.1.1** The purpose of utility pruning is to prevent the loss of service, comply with mandated clearance laws, prevent damage to equipment, avoid access impairment, and uphold the intended usage of the facility/utility space.

**5.9.1.2** Only a qualified line clearance arborist or line clearance arborist trainee shall be assigned to line clearance work in accordance with ANSI Z133.1, 29 CFR 1910.331 – 335, 29 CFR 1910.268 or 29 CFR 1910.269.

**5.9.1.3** Utility pruning operations are exempt from requirements in 5.1 Tree Inspection:

**5.1.1** *An arborist or arborist trainee shall visually inspect each tree before beginning work.*

**5.1.2** *If a condition is observed requiring attention beyond the original scope of the work, the condition should be reported to an immediate supervisor, the owner, or the person responsible for authorizing the work.*

**5.9.1.4** Safety inspections of the work area are required as outlined in ANSI Z133.1 4.1.3, *job briefing*.

**5.9.2 Utility crown reduction pruning****5.9.2.1 Urban/residential environment**

**5.9.2.1.1** Pruning cuts should be made in accordance with 5.3, Pruning cuts. The following requirements and recommendations of 5.9.2.1.1 are repeated from 5.3 Pruning cuts.

**5.9.2.1.1.1** A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a stub (see Figure 5.3.2).

**5.9.2.1.1.2** A pruning cut that reduces the length of a branch or parent stem should bisect the angle between its branch bark ridge and an imaginary line perpendicular to the branch or stem (see Figure 5.3.3).

**5.9.2.1.1.3** The final cut shall result in a flat surface with adjacent bark firmly attached.

**5.9.2.1.1.4** When removing a dead branch, the final cut shall be made just outside the collar of living tissue.

**5.9.2.1.1.5** Tree branches shall be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property. Branches too large to support with one hand shall be precut to avoid splitting of the wood or tearing of the bark (see Figure 5.3.2). Where necessary, ropes or other equipment shall be used to lower large branches or portions of branches to the ground.

**5.9.2.1.1.6** A final cut that removes a branch

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with a narrow angle of attachment should be made from the bottom of the branch to prevent damage to the parent limb (see Figure 5.3.7).

**5.9.2.1.2** A minimum number of pruning cuts should be made to accomplish the purpose of facility/utility pruning. The natural structure of the tree should be considered.

**5.9.2.1.3** Trees directly under and growing into facility/utility spaces should be removed or pruned. Such pruning should be done by removing entire branches or by removing branches that have laterals growing into (or once pruned, will grow into) the facility/utility space.

**5.9.2.1.4** Trees growing next to, and into or toward facility/utility spaces should be pruned by reducing branches to laterals (5.3.3) to direct growth away from the utility space or by removing entire branches. Branches that, when cut, will produce watersprouts that would grow into facilities and/or utility space should be removed.

**5.9.2.1.5** Branches should be cut to laterals or the parent branch and not at a pre-established clearing limit. If clearance limits are established, pruning cuts should be made at laterals or parent branches outside the specified clearance zone.

### **5.9.2.2 Rural/remote locations – mechanical pruning**

Cuts should be made close to the main stem, outside of the branch bark ridge and branch collar. Precautions should be taken to avoid stripping or tearing of bark or excessive wounding.

### **5.9.3 Emergency service restoration**

During a utility-declared emergency, service must be restored as quickly as possible in accordance with ANSI Z133.1, 29 CFR 1910.331 – 335, 29 CFR 1910.268, or 29 CFR 1910.269. At such times it may be necessary, because of safety and the urgency of service restoration, to deviate from the use of proper pruning techniques as defined in this standard. Following the emergency, corrective pruning should be done as necessary.

**Annex A**  
(informative)

**Reference publications**

International Society of Arboriculture (ISA). 1995. *Tree Pruning Guidelines*. Savoy, IL: International Society of Arboriculture (ISA).