



**USED TREATED WOOD AGREEMENT & RELEASE OF LIABILITY**  
**Form 17-5316 (7/2024)**

<i>COMPANY representative checks the affiliate providing the wood:</i>		<i>COMPANY representative check records the quantity and type "TREATED WOOD" provided to RECIPIENT:</i>	
	Public Service Company of Colorado	Quantity of Treated Wood 20 feet or greater in length	
	Fort St. Vrain Generating Station, 16805 County Road 19-1/2, Platteville CO 80651	Quantity of Treated Wood less than 20 feet in length	75 Rail Ties

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY, WAIVER OF CERTAIN CLAIMS AND ASSUMPTION OF RISK AGREEMENT ("AGREEMENT"). YOU ("RECIPIENT") MUST SIGN AND DATE THIS AGREEMENT AND PROVIDE IT TO COMPANY PRIOR TO BEING GRANTED ACCESS TO COMPANY PREMISES AND PRIOR TO RECEIPT OF ANY TREATED WOOD.**

In consideration of receiving TREATED WOOD for beneficial reuse from "COMPANY" (defined to include Xcel Energy Inc., and any of its affiliates, subsidiaries, officers, directors, employees, assigns, agents, and/or contractors), RECIPIENT agrees as follows:

- 1. Transfer of Title and Responsibility.** I, RECIPIENT agree that title, risk of loss, and responsibility for all TREATED WOOD shall transfer from COMPANY to me, as of the date and time I, or my employees, contractors, or agents, enter COMPANY premises to remove the TREATED WOOD, or upon taking possession of such TREATED WOOD at another designated location.
- 2. Compliance with Safety Precautions and Applicable Laws.** I, RECIPIENT, represent that I have read and understand the precautions listed in the CONSUMER INFORMATION SHEET and the COMPANY'S SAFETY RULES (Attachment A) and I am solely responsible for complying with (and ensuring that my employees, contractors or agents comply with): (1) the COMPANY's safety rules; (2) proper handling, use, transportation, storage, and disposal practices; and, (3) any applicable federal, state, or local laws and regulations.
- 3. Assumption of Risk.** I, RECIPIENT understand that, in coming onto COMPANY premises or taking possession of TREATED WOOD at another designated location, and using, loading, removing or otherwise handling TREATED WOOD, I (or my employees, contractors, or agents), are undertaking activities that involve significant risks of harm, injury, and death to persons and/or damage to property. I further acknowledge and understand that the TREATED WOOD has been treated with an EPA-registered pesticide containing wood preservatives, such as, for example, pentachlorophenol, copper naphthenate, creosote or arsenic. I recognize that the TREATED WOOD may have come in contact with or contain other materials or regulated substances including, but not limited to, petroleum byproducts, chemicals, and polychlorinated biphenyls (PCBs). Regardless of any assistance provided by the COMPANY or other third parties, I hereby expressly assume now and forever all risks of harm, injury or death to any person (including without limitation, myself, my employees, agents, or contractors, and other third parties) from these activities, and I also assume all risks of injury or damage to any property (including without limitation COMPANY property, third party property, my property, and the property of my employees contractors or agents) from these activities. I am responsible for ensuring that any of my employees, contractors, agents or subsequent buyers or recipients receive and sign a copy of this AGREEMENT prior to entering the COMPANY'S PREMISES or taking possession of TREATED WOOD.
- 4. Disclaimer, No Warranty.** I, RECIPIENT, REPRESENT AND WARRANT THAT PRIOR TO TAKING POSSESSION OF TREATED WOOD, I (OR MY EMPLOYEES, AGENTS, OR CONTRACTORS), INSPECTED THE TREATED WOOD TO MY SATISFACTION. I ACCEPT THE TREATED WOOD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AND DEFECTS" WHETHER LATENT OR PATENT AND HEREBY ACKNOWLEDGE, FULLY UNDERSTAND, AND RECOGNIZE THAT THERE ARE CERTAIN RISKS, DANGERS, AND PERILS CONNECTED WITH THE HANDLING AND USE OF TREATED WOOD BUT I NEVERTHELESS ACCEPT, ASSUME AND UNDERTAKE SUCH RISKS. I UNDERSTAND THAT THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND CONCERNING THE TREATED WOOD INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, CONDITION, QUALITY, TITLE, DURABILITY, STABILITY, CONDITION, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. I FURTHER ACCEPT

**AND ACKNOWLEDGE THAT THE TREATED WOOD WILL ONLY BE USED FOR NON-RESIDENTIAL AND NON-RECREATIONAL USE AND ACKNOWLEDGE AND ASSUME THE RISK ASSOCIATED WITH A CONTRARY USE.**

5. **Indemnity and Release.** I, RECIPIENT hereby agree to indemnify, defend, release, hold harmless, and covenant not to sue the COMPANY and its suppliers and manufacturers, from and against any and all claims, losses, harms, costs, liabilities, damages, penalties, fines, and expenses (including, but not limited to, reasonable attorneys' fees and consultants' fees) for personal injury, bodily injury, death, property damage, environmental investigation, remediation or restoration damages and products liability, whether at law or in equity, arising out of, directly or indirectly (except in the case of the COMPANY's sole negligence or willful misconduct): (1) this Agreement; (2) violations of any applicable laws, including, but not limited to, any environmental laws, by RECIPIENT (or its employees, agents, or contractors); (3) access to COMPANY PREMISES; or (4) the loading, removal, handling, storage, or use of TREATED WOOD.

**TREATED WOOD RECIPIENT**

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

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**COMPANY Representative**

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

Print Name: \_\_\_\_\_

Location/Service Center: \_\_\_\_\_

**Distribution:** Environmental services to retain a signed copy and a signed copy will be provided to RECIPIENT.

**ATTACHMENT A**

**TREATED WOOD CONSUMER INFORMATION SHEET**

This wood has been preserved by treatment with an EPA-registered pesticide containing PENTACHLOROPHENOL AND/OR CREOSOTE AND/OR ARSENIC to protect it from insect attack and decay. Wood treated with these chemicals should be used only

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where such protection is important. Chromated copper arsenate (CCA) or green-treated wood are common examples of wood preservatives containing arsenic. Pentachlorophenol, creosote, and arsenic penetrate deeply into and remain in the pressure-treated wood for a long time. Exposure to these chemicals may present certain hazards (see below). Therefore, the following minimum precautions should be taken both when handling treated wood and in determining where to use and dispose of treated wood.

### **USE SITE PRECAUTIONS FOR PRESSURE-TREATED WOOD**

**You are solely responsible for understanding appropriate and inappropriate uses and applications for treated wood.**

Examples of such precautions include, but are not limited to, the following:

- Do not use treated wood in residential settings or in recreational settings. Examples of uses to avoid include, but are not limited to play structures, decks, picnic tables, outdoor furniture, fencing, patios walkways/boardwalks, landscaping timbers, and retaining walls and mulch of recycled arsenic-treated wood.
- Do not use treated wood for commercial patios, decks, and walkways if it has not been coated with an effective sealer and if it is not visibly clean and free of surface residue.
- Do not use treated wood in residential, industrial, or commercial interiors except for laminated beams or building components which are in ground contact and are subject to decay or insect infestation and where two coats of an appropriate sealer are applied. Do not use treated wood for skirtboards and sill plates.
- Do not use treated wood where there may be direct contact with domestic animals or livestock, which may crib (bite) or lick the wood.
- Do not use treated wood for farrowing or brooding facilities.
- Do not use treated wood under circumstances where the preservative may become a component of food or animal feed. Examples of such sites would be structures or containers for storing silage or food.
- Do not use treated wood for cutting boards or countertops.
- Do not use treated wood for construction of the portion of beehives, which come into contact with honey.
- Do not use treated wood where it may come into direct or indirect contact with drinking water for people, domestic animals, or livestock.
- Do not use mulch or sawdust from treated wood as animal bedding.
- Do not use chips or sawdust from treated wood as mulch or similar uses.

### **HANDLING PRECAUTIONS FOR PRESSURE-TREATED WOOD**

**(adapted from EPA Consumer Safety Information Sheet)**

**You are also solely responsible for proper handling and disposal of treated wood.**

Examples include but are not limited to the following:

- Properly dispose of all treated wood. Always clean up and properly dispose of all sawdust and construction debris. Dispose of treated wood in accordance with federal, state, and local regulations. You may want to contact your local trash hauler for guidance.
- Treated wood should not be burned in open fires or in stoves, fireplaces, or residential boilers, because toxic chemicals may be produced as part of the smoke or accumulate in the ash. Wear protective clothing and equipment when handling treated wood. When sawing and machining treated wood, wear a dust mask and goggles/safety glasses.
- Avoid frequent or prolonged skin contact with treated wood; when handling the treated wood, wear long-sleeved shirts, long pants, and use gloves impervious to chemicals (for example, vinyl-coated gloves).
- Avoid or minimize contact when handling treated wood. Whenever possible, perform these operations outdoors to avoid indoor accumulation of airborne sawdust from treated wood.
- After working with wood, wash exposed areas thoroughly before eating, drinking or use of tobacco products. Because preservatives or sawdust may accumulate on clothes, launder before reuse. Wash work clothes separately from other household clothing.
- Use appropriate sealers for treated wood. Urethane, shellac, latex epoxy enamel and varnish may be acceptable sealers for pentachlorophenol and creosote treated wood.

### **HAZARD STATEMENTS**

**You are solely responsible for understanding potential hazards from treated wood.**

- Pentachlorophenol is possibly carcinogenic to humans (IARC Group 2B).
- Treated and untreated wood dust causes eye irritation.
- Treated and untreated wood dust may cause allergy or asthma symptoms or breathing difficulties if inhaled
- May cause an allergic skin reaction due to prolonged and/or repeated contact with treated or untreated wood dust.
- May cause cancer due to long term inhalation of treated or untreated wood dust above threshold limits.

## COMPANY SAFETY RULES

Only properly trained and qualified persons can remove used wood treated poles from Company premises. **TRAINED AND QUALIFIED PERSONS** is defined to include: A person who is knowledgeable in the inspection and operation of heavy equipment utilized to lift, transport, and deliver utility poles, along with the associated hazards.

- **TRAINED AND QUALIFIED PERSONS** shall be trained and competent in safely operating a forklift, chain saw, and trailer including the proper securement of loads, the skills, and techniques for safely and properly loading utility poles for transportation and delivery, and the use of precautionary techniques, personal protective equipment (PPE) and safety intervention stop work responsibility.
- **TRAINED AND QUALIFIED PERSONS** must have the following PPE prior to entry: 1) Chain Saw Chaps; 2) Hard Hat; 3) Plastic mesh face shield; 4) Safety Eyewear Protection; 5) Hearing protection (muffs or plugs); 6) Protective Kevlar Gloves for Chainsaw use; 7) Steel Toe or Hard Toe Boots; 8) Safety Vest; 9) Dust Mask/respiratory protection; 10) Long Sleeves; no loose clothing, long hair pulled back.
- Additional requirements:

1. Hauling trailer must be the appropriate size and condition; we reserve the right to reject;	3. Children are prohibited from entering the site during pickups;	6. Warehouse/material handler will assist but will not supervise;
2. User must have appropriate heavy-weight tie down straps to secure the load and flagging-responsibility of user; we reserve the right to reject;	4. Workplace controls such as barriers and warning cones shall be utilized around the lifting zone;	7. Safety Intervention Stop Work Responsibility will be respected;
	5. Poles must be taken from the top of the pile;	8. Chainsaws must have features identified on the Job Hazard Analysis form (request copy).