

# **APPENDIX F**

## **PG&E Treated Wood Protocol**

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## TREATED WOOD

Treated wood is used for structures such as utility poles, cross arms, flumes, cooling towers, and synchronous condensers. Treated wood typically contains preservatives in order to prevent deterioration and prolong service life. Treatment chemicals are typically added to the wood during the manufacturing process, but may also be added after it is in service.

Treatment chemicals most commonly used by manufacturers include pentachlorophenol, creosote, and chromium copper arsenate. Chemicals used to treat in-service utility poles include copper naphthenate and sodium methyldithiocarbamate (MITC fume). Petroleum products such as diesel are often used as the “carrier” or solvent for pole treatment chemicals.

The following specific management requirements must be followed when handling treated wood: employees must be trained on treated wood handling, a protocol must be followed when treated wood is given away to employees or the public, and specific waste management requirements must be followed when treated wood is disposed of. *Treated wood must not be burned in open fires, stoves or fireplaces because toxic chemicals may be produced. In addition, treated wood must not be used in areas or structures where human or animal contact is likely.*

### EMPLOYEE TRAINING

Information about the hazards and proper handling practices shall be communicated to employees who handle treated wood as part of their Hazard Communication training, and as part of their training in specific work practices. Consult the PG&E Hazard Communication Manual issued by the Safety, Health, and Claims Dept. for specific details that must be covered to comply with this training requirement. Properties and Hazards associated with treated wood may be found in the Manual under Group 6: Pesticides and Wood Preservatives.

### MATERIAL SAFETY DATA SHEETS

PG&E currently uses the following treated wood products:

McFarland Cascade Corp. - Wolamized Treated Wood and Lumber (chromated copper arsenate)  
McFarland Cascade Corp. - Creosote Treated Wood  
McFarland Cascade Corp. - Pentachlorophenol Treated Wood

PG&E uses copper naphthenate and sodium methyldithiocarbamate to treat in-service utility poles.

Material Safety Data Sheets for these products may be obtained from 3E Company (1-800-360-3220).

### PROTOCOL FOR MANAGEMENT AND DISPOSAL OF SURPLUS TREATED WOOD

#### Treated Wood Give Away

Surplus treated wood products (including utility poles) that are still useable may be given way to employees or the public, *provided that specific conditions are met*. If the wood is given away, PG&E must provide the recipient with (1) a letter of agreement, to be signed by the recipient and a PG&E representative, stating that the recipient will use the wood only for specified purposes (see Figure 1), and (2) a warning statement indicating that the wood contains preservative chemicals (see Figure 2). In addition, each piece of wood given away must have the warning statement affixed to it (see Figure 2).

## Transportation of Treated Wood

Treated wood may be transported from the field to a consolidation site without shipping papers. However, if treated wood utility poles have a copper naphthenate paper wrap, the paper wrap may require special handling. (See the section on Management of Copper Naphthenate Paper Wrap for transportation requirements applicable to paper that is removed from the poles). **NOTE: If treated wood is temporarily left unattended at a job-site that is accessible to the public, each piece of wood must have the treated wood warning statement (Figure 2) attached to it.**

## Disposal as Waste

Treated wood that is not useable or that will not be given away is to be disposed of as non-hazardous waste at a landfill that is under contract to PG&E and is permitted by the State of California to accept it. Consult PEDS for a listing of treated wood disposal facilities. Although it is not required by law, use of a non-hazardous waste manifest (see Figure 4) is recommended when shipping treated wood to a landfill to help track the quantity of treated wood sent for disposal.

## Management of Copper Naphthenate Paper Wrap

Treated wood utility poles may be wrapped around the base with copper naphthenate paper. When new, copper naphthenate paper wrap may contain up to 14% copper naphthenate by weight. (This is equivalent to 140,000 mg/kg of copper compound. The hazardous waste limit for copper compounds is 2,500 mg/kg). However, some of the copper naphthenate originally present in the paper is absorbed into the wood during use. The amount left behind in the paper is not known unless the paper is tested.

The following requirements apply to the management of copper naphthenate paper found on utility poles:

- If the paper is in good condition and is securely attached to the poles, the poles may be transported from the field to a consolidation site with the paper intact. (No shipping paper is required).
- If the paper is in poor condition and there is the possibility that it will tear off during transport, remove the paper in the field before transporting. If the amount of copper naphthenate paper removed in the field is > 10 lb, it must be bagged, labeled as hazardous waste (see label example in Fig. 3), and transported to a PG&E consolidation site using a hazardous waste remote-site shipping paper. (If ≤ 10 lb. of copper naphthenate paper is shipped, a log describing the waste must be kept at the consolidation site).
- Remove the paper from the poles before they are given away or disposed of (wear gloves when handling paper).
- Manage the paper as hazardous waste.
- Use the following information for disposal of copper naphthenate paper:

Proper Shipping Name: Non-RCRA Hazardous Waste, Solid (Paper with Copper Naphthenate)

State Waste Code: 181

EPA Waste Code: Non-RCRA

Disposal Facility: Chemical Waste Management - Kettleman Hills

Profile #: DZ3532

## **Figure 1. - Treated Wood Letter of Agreement**

(To be used with treated wood that is given away to employees or the public).

### **AGREEMENT**

(M&S Code 62-4954)

(Used wood pole(s), crossarms(s), and/or other treated wood products)

Recipient hereby acknowledges that PG&E would not have conveyed the used wood pole(s), crossarm(s), and/or other treated wood products contemplated herein without Recipient's express agreement to the following terms and conditions:

#### **1. ASSUMPTION OF RISK:**

Recipient understands that, in coming onto PG&E's or any third party's property to load and remove the used wood pole(s), crossarms(s), and/or other treated wood products, Recipient undertakes activities involving significant risks of harm, injury and damage to persons and property. Recipient further understands that any use of the wood pole(s), crossarm(s) and or other treated wood products conveyed herein may also involve significant risks of harm, injury, or damage to persons or property, including without limitation the risks specified below. Therefore, with respect to the wood pole(s), crossarm(s), and/or other treated wood products conveyed herein and regardless of any assistance provided by PG&E to Recipient, Recipient hereby expressly assumes now and forever all risks of injury or death to any person including without limitation employees or agent of Recipient, PG&E or any third party, and also assumes all risks of injury or damage to any property, including without limitation property of Recipient, PG&E or any third party.

In addition, I understand that I, the Recipient, will be waiving the provisions of Section 1542 of the California Civil Code which provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

#### **2. INDEMNIFICATION:**

Recipient shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands losses, damages, costs, expenses, including workers' compensation expenses incurred by PG&E, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E or Recipient, or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to, environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to or in any way connected with Recipient's performance of this AGREEMENT, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the sole negligence or willful misconduct of PG&E, its officers, agents, or employees.

Recipient acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this AGREEMENT are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability of environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

Recipient shall, on PG&E request, defend any action, claim or suit asserting a claim covered by this indemnity. Recipient shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

3. **DISCLAIMER OF ALL EXPRESS AND IMPLIED WARRANTIES:** PG&E MAKES NO WARRANTY, WRITTEN OR ORAL, WITH RESPECT TO THE WOOD POLE(S), CROSSARMS(S), AND/OR OTHER TREATED WOOD PRODUCTS CONVEYED HEREIN. PG&E CONVEYS THE WOOD POLE(S), CROSSARM(S), AND/OR OTHER TREATED WOOD PRODUCTS ON AN “AS IS AND WHERE IS” BASIS AND DOES NOT WARRANT THAT THEY ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF PG&E HAS ANY AUTHORITY TO BIND PG&E TO ANY REPRESENTATION OR WARRANTY CONCERNING THESE WOOD POLE(S), CROSSARM(S), AND/OR OTHER TREATED WOOD PRODUCTS. ANY SUCH REPRESENTATION OR WARRANTY SHALL NOT CONSTITUTE A PART OF THIS AGREEMENT AND SHALL NOT BE ENFORCEABLE IN ANY WAY.
4. **WARNING: THE WOOD POLE(S), CROSSARM(S), AND/OR OTHER TREATED WOOD PRODUCTS CONVEYED HEREIN MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS, OR OTHER REPRODUCTIVE HARM. DO NOT BURN TREATED WOOD BECAUSE TOXIC SUBSTANCES MAY BE PRODUCED. BURNING MAY RELEASE TOXIC SUBSTANCES CAPABLE OF CAUSING SERIOUS INJURY OR DEATH. DO NOT USE FOR INTERIOR FURNITURE, PLAY STRUCTURES, OR ANIMAL FEED OR PRODUCE CONTAINERS. DO NOT USE IN AREAS WHERE DOMESTIC ANIMALS OR LIVESTOCK ARE LIKELY TO CRIB (BITE) OR LICK THE WOOD, OR IN AREAS WHERE FOOD IS PACKAGED, PROCESSED, HANDLED, OR STORED. AVOID FREQUENT OR PROLONGED SKIN CONTACT OR INHALATION OF SAWDUST. THE WOOD POLE(S), CROSSARMS(S), AND/OR OTHER TREATED WOOD PRODUCTS SHOULD BE INSPECTED FOR DEFECTS OR DAMAGE PRIOR TO USE. DISPOSE OF CUTOFFS AND PIECES FROM CUTTING OR SANDBLASTING IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.**

RECIPIENT \_\_\_\_\_ DATE \_\_\_\_\_ 20 \_\_\_\_

PG&E APPROVER \_\_\_\_\_ DATE \_\_\_\_\_ 20 \_\_\_\_

**WARNING**

**TREATED WOOD POLES  
MAY CONTAIN  
CHEMICALS KNOWN  
TO THE STATE OF  
CALIFORNIA TO CAUSE  
CANCER, BIRTH  
DEFECTS OR OTHER  
REPRODUCTIVE HARM.**

**THIS WOOD HAS  
BEEN CHEMICALLY  
TREATED WITH  
PRESERVATIVES.**

**DO NOT BURN IN  
OPEN FIRE, STOVE  
OR FIREPLACE  
BECAUSE TOXIC  
CHEMICALS MAY BE  
PRODUCED.**

**DO NOT USE  
FOR INTERIOR  
FURNITURE, PLAY  
STRUCTURES, ANIMAL FEED,  
OR PRODUCE CONTAINERS.**

**DO NOT USE IN AREAS  
WHERE DOMESTIC  
ANIMALS OR LIVESTOCK  
ARE LIKELY TO CRIB (BITE)  
OR LICK THE WOOD, OR IN  
AREAS WHERE  
FOOD IS PACKAGED,  
PROCESSED, HANDLED, OR  
STORED.**

**AVOID FREQUENT  
OR PROLONGED  
INHALATION OF  
SAWDUST. AVOID  
FREQUENT OR  
PROLONGED SKIN  
CONTACT.**

**DISPOSE OF CUT-  
OFFS AND PIECES  
FROM TRIMMING,  
CUTTING OR  
SANDING IN  
COMPLIANCE WITH  
APPLICABLE  
FEDERAL, STATE, &  
LOCAL LAWS.**

Figure 3. - Copper Naphthenate Paper Hazardous Waste Label

**HAZARDOUS  
WASTE**

STATE & FEDERAL LAWS PROHIBIT IMPROPER DISPOSAL  
IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY  
AUTHORITY, OR THE CALIFORNIA DEPT. OF TOXIC SUBSTANCES

**GENERATOR INFORMATION:**

NAME: Pacific Gas & Electric Company

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: **CA** ZIP: \_\_\_\_\_

EPA / MANIFEST  
ID NO. / DOCUMENT NO.: \_\_\_\_\_ / \_\_\_\_\_

EPA WASTE NO.: **Non-RCRA** CA WASTE NO.: **181** ACCUMULATION  
START DATE: \_\_\_\_\_

CONTENTS, COMPOSITION: **Paper containing copper naphthenate  
wood preservative.**

PHYSICAL STATE:  SOLID  LIQUID | HAZARDOUS PROPERTIES:  FLAMMABLE  TOXIC  
 CORROSIVE  REACTIVE  OTHER \_\_\_\_\_

**NON-RCRA HAZARDOUS WASTE, SOLID  
(PAPER WITH COPPER NAPHTHENATE)**

D.O.T. PROPER SHIPPING NAME AND U.N. or N.A. NO. WITH PREFIX

**HANDLE WITH CARE!**

62-1126 (9/93)

(NO D.O.T. LABEL IS REQUIRED)

Figure 4. Non-Hazardous Waste Manifest for Treated Wood.

# NON-HAZARDOUS WASTE MANIFEST

Please print or type (Form designed for use on elite (12 pitch) typewriter)

<b>NON-HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No.		Manifest Document No.	2. Page 1 of
3. Generator's Name and Mailing Address					
Generator's Phone					
5. Transporter 1 Company Name		6. US EPA ID Number		A. State Transporter's ID	
				B. Transporter 1 Phone	
7. Transporter 2 Company Name		8. US EPA ID Number		C. State Transporter's ID	
				D. Transporter 2 Phone	
9. Designated Facility Name and Site Address <b>Fill in appropriate disposal facility information (See "Disposal as Waste" section).</b>		10. US EPA ID Number		E. State Facility's ID	
				F. Facility's Phone	
11. WASTE DESCRIPTION				12. Containers	
				No.	Type
a. <b>Non-Regulated Solid Waste (Treated Wood)</b>					P
b.					
c.					
d.					
G. Additional Descriptions for Materials Listed Above <b>11a. - Treated wood.</b>				H. Handling Codes for Wastes Listed Above	
15. Special Handling Instructions and Additional Information <b>Profile #: (See "Disposal as Waste" section for profile numbers).</b>					
16. GENERATOR'S CERTIFICATION: I hereby certify that the contents of this shipment are fully and accurately described and are in all respects in proper condition for transport. The materials described on this manifest are not subject to federal hazardous waste regulations.					
Printed/Typed Name				Signature	
				Date <i>Month Day Year</i>	
17. Transporter 1 Acknowledgment of Receipt of Materials				Date	
Printed/Typed Name				Signature	
				Date <i>Month Day Year</i>	
18. Transporter 2 Acknowledgment of Receipt of Materials				Date	
Printed/Typed Name				Signature	
				Date <i>Month Day Year</i>	
19. Discrepancy Indication Space					
20. Facility Owner or Operator: Certification of receipt of the waste materials covered by this manifest, except as noted in item 19.				Date	
Printed/Typed Name				Signature	
				Date <i>Month Day Year</i>	

GENERATOR

TRANSPORTER

FACILITY

**Figure 5. Hazardous Waste Manifest for Copper Naphthenate Paper.**

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. <b>Fill In Appropriate No.</b>	Manifest Document No. <b>Must Include #</b>	2. Page 1 of	Information in the shaded areas is not required by Federal law.	
<b>GENERATOR</b>	3. Generator's Name and Mailing Address C.G.T. Facility Location Address City/State Location		A. State Manifest Document Number			
	4. Generator's Phone ( ) Facility Phone Number		B. State Generator's ID <b>HYHQ36008798</b>			
	5. Transporter 1 Company Name <b>Transporter Name &amp; Address</b>		6. US EPA ID Number <b>Fill In Appropriate No.</b>		C. State Transporter's ID <b>Transp. ID No.</b>	
					D. Transporter's Phone <b>Transp. Phone No.</b>	
	7. Transporter 2 Company Name		8. US EPA ID Number		E. State Transporter's ID	
					F. Transporter's Phone	
	9. Designated Facility and Site Address <b>Final Destination Name &amp; Physical Site Address</b>		10. US EPA ID Number <b>Fill In Appropriate No.</b>		G. State Facility's ID	
					H. Facility's Phone <b>Recommended</b>	
	11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers No.	13. Total Quantity	14. Unit Wt/Vol	I. Waste Number
	a. <b>NON RCRA HAZARDOUS WASTE, SOLID, (Paper with Copper Naphthenate)</b>			<b>DM</b>	<b>P</b>	State <b>181</b> EPA/Other <b>Non RCRA</b>
b.					State EPA/Other	
c.					State EPA/Other	
d.					State EPA/Other	
J. Additional Descriptions for Materials Listed Above <b>Paper containing copper naphthenate wood preservative.</b> <b>Profile #: DZ3532</b>		K. Handling Codes for Wastes Listed Above				
		a.		b.		
		c.		d.		
15. Special Handling Instructions and Additional Information <b>24-hour Emergency Contact: 1-800-321-1030</b> <b>ERG # 171</b> <b>Avoid contact with skin, eyes, and clothing. Wear gloves and protective equipment as appropriate).</b>						
16 <b>GENERATOR'S CERTIFICATION:</b> I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition transport by highway according to applicable international and national government regulations.  If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.						
Printed/Typed Name <b>Person Completing/Approving Manifest</b>		Signature <b>Approver's Signature</b>		Date: <b>Current Date</b>		
<b>TRANSPORTER</b>	17. Transporter 1 Acknowledgement of Receipt of Materials					
	Printed/Typed Name <b>Transporter's Representative</b>		Signature <b>Transporter's Signature</b>		Date: <b>Current Date</b>	
	18. Transporter 2 Acknowledgement of Receipt of Materials					
Printed/Typed Name		Signature		Date:		
<b>RECEIVER</b>	19. Discrepancy Indication Space					
	20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.					
Printed/Typed Name <b>Final Destination Representative</b>		Signature <b>Representative's Signature</b>		Date: <b>Current Date</b>		