

(CCC) Herbicide use on pavements

I am writing to ask you if you could send me details of the City Council's policy on herbicide use on pavements in the City? That is, the edges of the pavement where it meets fences and walls and including tree pits. Could you let me have a copy of the City Council's May 2019 biodiversity emergency policy and anything since then which relates to herbicides?

I know Cambridgeshire County Council are responsible for the highways and pavements and that the City Council has a service agreement with them to carry out weed control. Could you please let me have a copy of that service agreement and any recent changes or motions affecting it?

Also could you let me know:

- in the past year what type of herbicide has been used, and how much?
- what the management policy is? Spot spraying with knapsack, light spraying of whole streets, heavy spraying of whole streets?
- how are tree pits selected for spraying and sprayed? Mature trees, saplings?
- how many times a year is spraying carried out?

I understand that trialling of alternatives to herbicides is planned. Could you please let me know

- what alternatives they will be? And when, where and how they will be taking place?

Response

All questions answered with available information, as below.

I am writing to ask you if you could send me details of the City Council's policy on herbicide use on pavements in the City? That is, the edges of the pavement where it meets fences and walls and including tree pits. Could you let me have a copy of the City Council's May 2019 biodiversity emergency policy and anything since then which relates to herbicides

Biodiversity Emergency Policy 2019

[motion-to-declare-a-biodiversity-emergency-2019-05.pdf \(cambridge.gov.uk\)](#)

Restricted use of Herbicides

Restricted use of herbicides - Cambridge City Council

Also could you let me know:

FOI Ref

Response sent

8963

12 May 2021

- in the past year what type of herbicide has been used, and how much?
In 2019/20 Cambridge City Council's Streets and Open Spaces Operational department used the following herbicides.

- 132 x 5 Litre Hilite
- 20 x 150 gram Chikara
- 20 x 5 Litre Trustee
- 8 x 5 Litre Roundup

- what the management policy is? Spot spraying with knapsack, light spraying of whole streets, heavy spraying of whole streets?

Always only Spot spraying with Knapsack

- how are tree pits selected for spraying and sprayed? Mature trees, saplings?
Only spraying around trees that are surrounded by tarmac, where weed growth could affect the surface.

- how many times a year is spraying carried out?

Maximum 3 times a year, quite often only 2 sprays are carried out. This could be because of the weather or resource allocation. We only spray if there are weeds that need to be removed, and never a blanket coverage.

I understand that trialling of alternatives to herbicides is planned. Could you please let me know

- what alternatives they will be? And when, where and how they will be taking place?

We have seen a demonstration of other methods already including steam and foam. There are big issues with these methods though which include excessive water use, diesel powered engines to power them, unlicensed foam product, road safety/traffic restriction measures, and due to the bulkiness of the machines there would be many places we would be restricted in accessingt.

I know Cambridgeshire County Council are responsible for the highways and pavements and that the City Council has a service agreement with them to carry out weed control. Could you please let me have a copy of that service agreement and any recent changes or motions affecting it?

County Specification for Highways Verges

3.10 Pesticides

If the Contractor proposes to use pesticides for any part of the provision of the Services he shall submit, with his tender at Schedule F3, outline details of the

products to be used and the types of features to which they would be applied. One month prior to commencement of the Contract the Contractor shall submit a full and detailed programme of pesticide use, setting out products, timing and precise locations. This programme shall be subject to the Authorised Officer's approval. Any subsequent proposal to adjust the programme shall require a minimum of two weeks prior notice for approval by the Authorised Officer. The Authorised Officer retains the right to amend or withdraw, at any time, any approval given.

3.10.1 Definitions/Limitations

Pesticides shall be defined as any agent exerting biological control over any living organism, and as such will include, herbicides, insecticides, fungicides, lumbricides, acaricides, moss killers, growth regulating chemicals, molluscicides, rodenticides, nematicides and algicides, used for the control of vegetation, pest and disease.

The Contractor shall comply entirely with the terms and requirements of The Food and Environment Protection Act 1985 (FEPA), with particular reference to Part III controlling the supply and application of pesticides. The Contractor shall adopt the principle aims of Part III of the Act to protect the health of human beings, creatures and plants; to safeguard the environment and to secure safe, efficient and humane methods of controlling pests.

The Contractor shall adhere to all such provisions concerning:

- all aspects of supply;
- the selection and purchase of pesticides;
- the storage, use and application of pesticides;
- the disposal of unwanted pesticides and empty containers;
- the training of operators required to handle and apply pesticides;
- the establishment of accurate and detailed records of supply and use of pesticides;
- the transportation of pesticides.

The Contractor shall take full account of any Regulations and/or Code(s) of Practice relating to these aspects. He shall use, on Contract Sites, only those Pesticides listed in Schedule Grounds Maintenance Contract - Phase 6 General Conditions 6

D. Products containing one or more of these Pesticides must carry Ministry of Agriculture, Food and Fisheries Approval for use. The Authority reserves the right to remove any item(s) from or add any item(s) to Schedule D, with one month's notice in writing.

Pesticides shall be used exactly in accordance with manufacturer's recommendations and all relevant statutory legislation, including The Control of Pesticides Regulations 1986 and any relevant Code of Practice issued by the Ministry of Agriculture, Food and Fisheries or other authoritative body.

The Contractor shall take full account of and provide entirely for provisions of the Control of Substances Hazardous to Health Regulations (COSHH) 1988.

3.10.2 Codes of Practice

The Contractor shall operate in accordance with the latest edition of the Health and Safety Executives Approved Code of Practice for the Safe Use of Pesticides for Non-Agricultural Purposes, and in accordance with the National Turf Grass Councils Code of Practice for the Use of Approved Pesticides in Amenity and

Industrial Areas and with reference to the guide-lines contained within the latest edition of the British Agrochemicals Association Handbook on Amenity Pesticides. These Codes shall be without prejudice to the statutory requirements of The Health and Safety at Work etc. Act 1974 and any regulations made under that Act, The Control of Pollution Act 1974, The Food and Environment Protection Act 1985, and/or any other Act, Regulation, Order or Statutory Instrument.

The Contractor shall allow for the provision of adequate notification and warning signs in accordance with the requirements of the Safety Signs Regulations 1980.

3.10.3 Storage

All chemical stores used by the Contractor shall be appropriately sited, designed and constructed in accordance with the recommendations of the Code of Practice for the use of Approved Pesticides in Amenity Areas and the advice of the Health and Safety Executive, especially in the form of the HSE guidance note; 'The Storage of Approved Pesticides by Farmers and Other Users', CS 3 Storage and Use of Sodium Chlorate and Other Similar Strong Oxidants, and CS 17 Storage of Packaged Dangerous Substances.

Stores shall be identified in the following categories:-

Category 1 No more than 5 litres or 5 kilogrammes;

Category 2 More than 5, but not more than 50 litres or kilogrammes; Grounds

Maintenance Contract - Phase 6

General Conditions 7

Category 3 More than 50, but not more than 200 litres or kilogrammes;

Category 4 More than 200 litres or kilogrammes.

All chemical stores shall be furnished with appropriate fire fighting equipment as recommended at the time by the local fire officer. Recognized standard warning notices shall be displayed as follows:-

NO SMOKING

NO NAKED FLAME

WARNING CHEMICALS

In addition basic First Aid advice and emergency telephone numbers shall be clearly displayed. All stores shall have basic washing and First Aid facilities provided on site.

Temporary chemical stores shall be defined as stores where Pesticides are not stored in the location for any period longer than 24 consecutive hours within any one week. At no time shall more than 5 litres or 5 kilogrammes of Pesticide, (or the equivalent pro-rata), be stored at any one time.

Chemicals shall be used within 18 months of the date of purchase or otherwise disposed of. There shall be no decanting or off-label use of pesticides. All Pesticides in store shall be kept in their original container with labels clearly visible at all times. Pesticides shall be segregated from other commodities in such a manner that cross contamination cannot occur.

Pesticides shall be handled and stored only by personnel who possess appropriate levels of certification, skills and competence.

The disposal of damaged or surplus stock or empty containers shall be carried out as soon as practically possible in accordance with approved consignment/licensed disposal procedures of Cambridgeshire County Council or successor authorities.

Any leaking containers shall be immediately placed in an additional impermeable

container in accordance with manufacturer's instructions.

3.10.4 Transportation

All chemicals shall be transported in accordance with the requirements of the Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1986. The Contractor shall transport Pesticides in vehicles separate from other commodities, or segregated to ensure contamination of other articles cannot occur in the case of spillage. All vehicles used for the transportation of Pesticides shall have a chemical/vapour impervious barrier between the driver

Grounds Maintenance Contract - Phase 6

General Conditions 8

and goods compartments. Pesticides and oxidising agents shall not be carried on the same vehicle.

When transporting pesticides, vehicles shall be furnished with:-

- an appropriate fire extinguisher
- non-combustible absorbent material
- shovel and impermeable container suitable to receive contaminated materials
- protective clothing including appropriate gloves, face shield, boots and eye wash
- instructions on how to deal with emergencies clearly displayed in the drivers cab.

The Contractor shall not transport solid or liquid Pesticides in receptacles with a capacity of 200 litres or more in the Contract Area.

The Contractor shall ensure that Pesticides are secure from unauthorised access at all times.

3.10.5 Users

The Contractor shall engage only registered users for the application of Pesticides in the Contract Area. Registered users shall be fully certificated to the level of competence recognized by the Minister for Agriculture, Fisheries and Food and shall have specific evidence of competence for use of the range of applicators, as appropriate, defined under Modules 6A, 6B, 6C, 6D relating to hand held applicators and/or Modules 2A, 2B, 2C, 2D relating to ground crop sprayers. The Contractor shall submit proposed numbers of operators that will be deployed with certificates when submitting the Tender, and duly amended as necessary to reflect changes in personnel assigned to the Contract.

The Poisonous Substances in Agriculture Regulations 1985, the Health and Safety at Work Act and various other Acts impose a statutory requirement for appropriate protective clothing to be worn by personnel working with Pesticides. Protective clothing shall be strictly in accordance with the label recommendations for the product in use.

The Contractor shall ensure that operators whilst handling chemicals do not eat, drink or smoke.

3.10.6 Application

All equipment shall be of a suitable type and capacity for the treatment required.

All equipment shall be efficient and effective, well maintained, free from defects and accurately calibrated. The following methods of application shall be approved for use in the Contract Area as appropriate according to site conditions and circumstances:-

Grounds Maintenance Contract - Phase 6

General Conditions 9

- Granular
- Hydraulic knapsack sprayer
- Controlled droplet applicator (CDA)
- Motorised applicator
- Selected ground crop sprayers

Motorised vehicle drawn or mounted sprayers shall only be used with the prior written permission of the Authorised Officer.

Spraying equipment shall be fitted with the correct type and size of nozzle for any particular application. With CDA equipment the Contractor shall ensure that the correct aperture, disc size and disc speed are used.

Granular pesticides shall always be applied by appropriate spreaders or applicators.

The application rate shall be strictly in accordance with the manufacturers instructions.

Only the amount necessary to complete the operation to an area shall be mixed or prepared, thus avoiding the need for disposal of surplus Pesticide.

The Contractor shall have carefully assessed the prevailing weather conditions, season, target and surrounding vegetation and environmental circumstances and shall ensure that the method and timing of application and the rate of application are appropriate to ensure maximum effective control of the target. Should any application prove ineffective the Contractor shall provide the Authorised Officer with a written statement concerning the likely reason(s) and shall re-apply the pesticide or an alternative Pesticide at his own expense.

The Contractor shall be entirely responsible for any damage caused by the appliance of pesticides, including damage to third party property. The Contractor shall carry out any repairs or reinstatement work required through damage by Pesticides to the entire satisfaction of the Authorised Officer and at the Contractor's own expense. If any damage caused cannot be immediately resolved the Contractor shall be liable to compensate the Authority for that damage.

The Contractor shall take every precaution to avoid risk of pollution and shall be responsible for all such consequences of pollution that might arise. The Contractor shall be responsible for making appropriate arrangements for the supply of water and complying with any regulations of the appropriate Water Authority or National Rivers Authority.

The Contractor shall secure the advice and approval of the Water Authority were it is intended to apply Pesticides to any area of water or water course.

The Contractor shall take all care and attention to ensure that no harm or damage is

Grounds Maintenance Contract - Phase 6

General Conditions 10

caused to humans, mammals, birds, insects and other desirable plants or turf, whether owned by the Authority, residents or not.

The Authorised Officer shall retain the right to immediately defer or suspend any operation, if in the opinion of the Authorised Officer, the work is thought likely to be abortive, dangerous or ineffective, due to weather or ground conditions or for any other reason.

3.10.7 Records

The Contractor shall keep written records at all sites of storage and/or use,

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8963

12 May 2021

detailing:-

Proof of purchase, if applicable

The date of delivery of Pesticides to the store

All movements of stock in and out of store, including an accurate list of current contents

Exact usage, describing at least:-

Operators name

Product used and active ingredients

Reason for use

Location of use - using detailed site and plot references

Total area sprayed

Type and reference of sprayer used

Intended rate of application

Quantity of product used

Start and finish time of operation

Weather and ground conditions at the time of application

Confirmation of the use of warning signs

Confirmation that Pesticides returned to store

Confirmation that applicator cleaned

Confirmation that protective clothing washed

Copies of records of use shall be handed over to the Authorised Officer at every progress meeting and records shall be made available for inspection at any other time as the Authorised Officer may reasonably demand.

3.11 Environmental Protection

The Contractor shall recognise, respect, protect and defend wildlife and wildlife habitats and ensure works are timed and carried out in such away as to avoid damage to valuable flora and Grounds Maintenance Contract - Phase 6

General Conditions 11

Further queries on this matter should be directed to foi@cambridge.gov.uk