



Site Report and Management Plan for Control of Invasive Non-Native Species

At
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We are ISO9001 / ISO14001 / ISO45001 compliant and a member of the PCA Property Care Association

Survey carried out by

Simon Smith

Assessment & Report prepared by

Alison Pritchard

Cost & Report signed off by

Simon Smith

SignedA handwritten signature in black ink, appearing to read 'J. Smith', is written below the 'Signed' heading.

Date: 29-11-2024

Amended: 05-12-2024

Table of Contents

1. Introduction	4
1.1 General Site History	4
1.2 Proposed Use.....	4
1.3 Invasive Non-Native Species (INNS) History	4
1.4 Elcot Environmental Limited (EEL) Involvement	4
2. Survey & Report.....	4
2.1 Site Visit.....	4
2.2 General Observations.....	4
2.3 Site Wide Check	5
2.4 INNS Locations.....	5
3. INNS Location Drawing & Photos.....	6
4. Assessment & Conclusion.....	12
4.1 Current Position.....	12
4.2 Implications of INNS in relation to Development Proposals	12
5. INNS Management Plan.....	13
5.1 Objectives.....	13
5.2 Initial Controls.....	13
5.3 Pre-construction start enabling works	13
5.4 Continuing controls during construction	13
5.5 Throughout whole Management period.....	14
6. Standard of Services	15
7. Method Statement.....	16
7.1 Method Statement for Application of Herbicide (Preliminary and Ongoing)	16
7.2 Method Statement for the Excavation and Hand Sifting.....	16
7.3 Ongoing Monitoring	17
7.4 Measurement of achievement of Eradication	17
8. Contractor's Duty of Care Responsibility.....	18
9. Model Invasive Weed Guarantee (Assignment)	19

1. Introduction

1.1 General Site History

Previously used as housing but currently empty and not in use.

1.2 Proposed Use

Re-development of the site for Housing.

1.3 Invasive Non-Native Species (INNS) History

The presence of Cotoneaster on site was noted during a survey (dated November 2023) made by/ Just Mammals Ltd. INNS has been known to be present on this site for but no treatment is known to have taken place.

1.4 Elcot Environmental Limited (EEL) Involvement

Geraint Jones of Asbri Planning Ltd instructed EEL to carry out a site survey to assess for and provide a cost-effective Cotoneaster Management Plan that would enable construction to proceed on programme, and in the longer term, a warranted eradication of Cotoneaster.

2. Survey & Report

2.1 Site Visit

Simon Smith of EEL visited the site (25-11-2024) and collected information as set out below.

2.2 General Observations

Site was not open to vehicular and pedestrian access.

There was no evidence of recent/past fly tipping.

Areas of hard standing and existing buildings.

Areas of soil and subsoil have been not disturbed during apparent recent site investigations.

2.3 Site Wide Check

For the interpretation of the terms 'site', 'surrounding areas' and any INNS locations' for the purpose of this report, see following marked up sketch or drawing, which is for reference purposes only, not for setting out.

The whole of the site was accessible and checked, together with relevant surrounding areas.

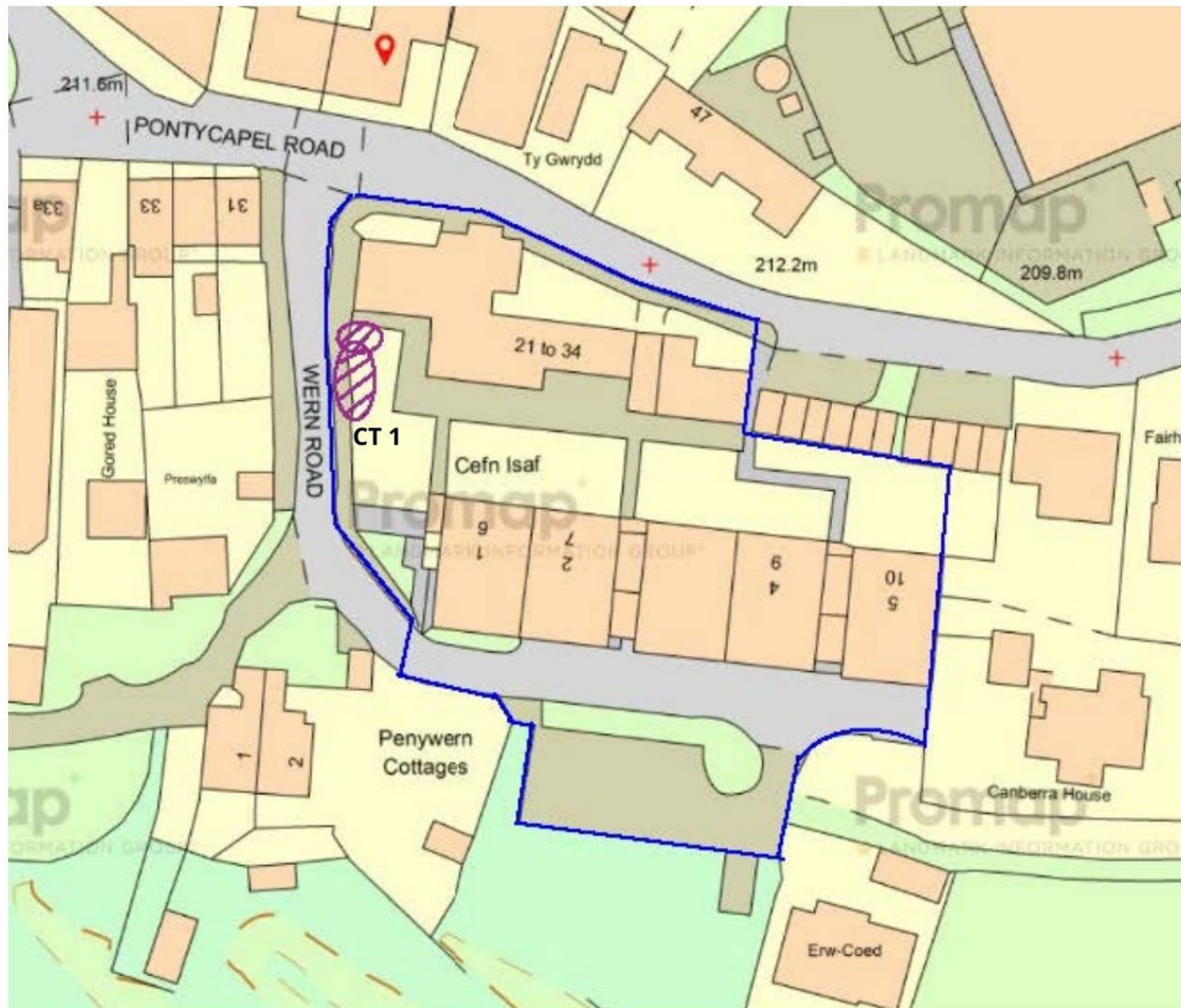
This check is sufficient to provide the following site wide Management Plan.

2.4 INNS Locations

Area No	Max Visible m ²	Status	Estimated below ground m ³
CT 1	20	Area of Cotoneaster growing on the inside of boundary margin	30

**Most likely volume of controlled waste from proposed managed dig 30m³
With estimated parameters from 15 - 38m³**

3. INNS Location Drawing & Photos



Notes:

- Base drawing supplied by others.
- Positions of invasive weeds are only approximate

Key

 Site Boundary

 Cotoneaster area

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Job No: C2662

Date: 28.11.2024

Version: C2662/1

**Description: Invasive Weed
Location Plan**



Front of Property



Front of property



Front of property



View across property



View across property



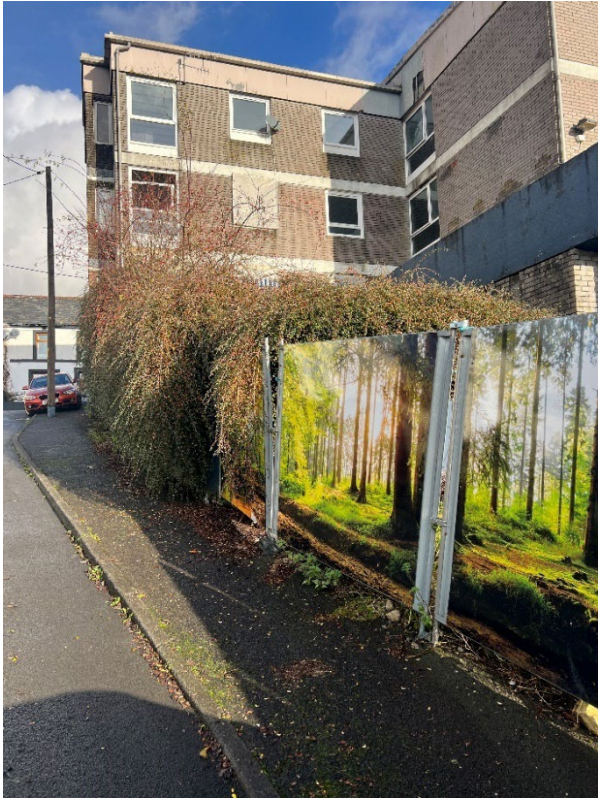
View across property



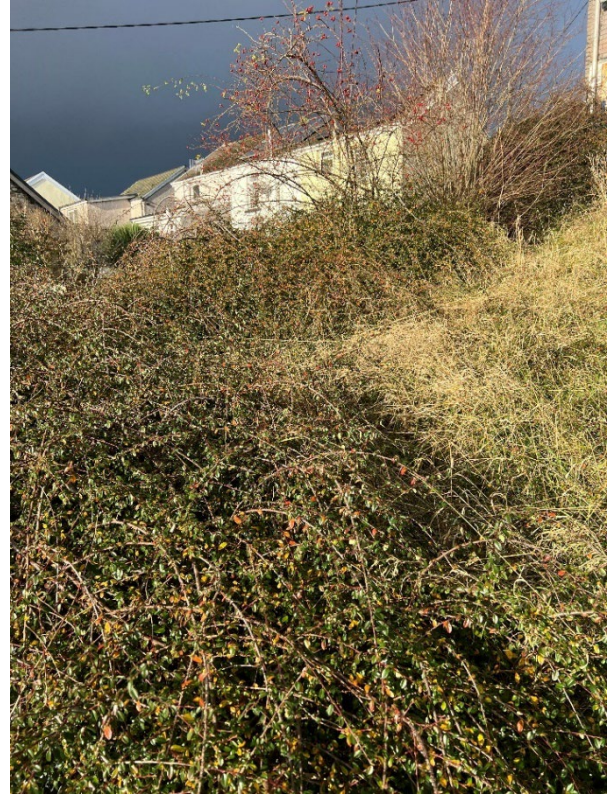
Site building



Site building



Cotoneaster – CT1 – on site



Cotoneaster – CT1



Cotoneaster – CT1



Cotoneaster – CT1



Grass area inside property



Vegetation areas inside property



Vegetation areas inside property



Vegetation areas inside property



Vegetation areas inside property



Vegetation areas inside property

4. Assessment & Conclusion

4.1 Current Position

Cotoneaster identified is probably not a true Schedule 9 listed plant but is a close hybrid and will therefore continually raise concerns if this is not treated as a Schedule 9 plant. Our recommendation is to pre-treat with herbicides, cut down and remove vegetation. Excavate and remove roots.

4.2 Implications of INNS in relation to Development Proposals

4.2.1 Legal

Section 34 of the Environmental Protection Act 1980 (EPA90) imposes a duty of care on persons concerned with controlled waste. The duty applies to any person who produces, imports, carries, keeps, treats or disposes of controlled waste, or as a broker has control of such wastes. Breaching the duty of care is an offence, with a penalty of an unlimited fine if convicted on indictment.

All material containing any INNS is controlled waste.

All INNS plants are included in Part II of Schedule 9 of the Wildlife & Countryside Act 1981. Section 14 of the Act states that "If a person plants or otherwise causes to grow in the wild any plant which is included in Part II of Schedule 9, he shall be guilty of an offence".

Anyone convicted of an offence under Section 14 of the Wildlife & Countryside Act 1981, may face a fine of £5,000 and/or 6 months imprisonment, or 2 years and/or an unlimited fine on indictment.

Environmental Agency Code of Practice Version 2 for management of INNS requires an acceptable Management Plan to be set up and implemented with management on site the first choice and removal to landfill a last resort.

4.2.2 Practical

Development works will include demolition, excavation and construction of roads and buildings etc., in location of, or in proximity of INNS. Unless all relevant INNS containing material is identified and removed or otherwise sufficiently managed before commencement of these works, the following risks arise.

- Controlled waste may be removed from site in breach of the above legal requirements.
- INNS containing material may be mixed with "clean" material, increasing volumes.
- INNS material may be lost on site in existing or new locations and cause damage to new structures.

Generally, cost of managing INNS material is high, particularly disposing off site to landfill. Spreading and increasing controlled waste has a considerable impact on these costs.

5. INNS Management Plan

5.1 Objectives

- Demonstrate intent to provide and record ample duty of care.
- Meet the requirements of the Property Care Association Code of Practice.
- Minimise and define the final total cost of INNS management.
- Reduce risks of spread of viable INNS material by any means as soon as possible.
- Enable construction program to be maintained without above or any further risks.
- Completely eradicate all on site, and any off-site INNS which is a threat to the integrity of this plan.
- To provide a permanent documented and photographic record to prove the carrying out of duty of care.
- Provide a satisfactory answer regarding INNS issues to any interested third party.
- Enhance the value of the site.

5.2 Initial Controls

- Identify and set out safe working margin around INNS locations, provide marker tape and warning signage.
- Apply systemic herbicide to Cotoneaster to commence weakening of the plant system, and to reduce viability and risks if accidentally spread, using an appropriate number of visits relevant to terrain and size of Cotoneaster, to ensure a uniform dose to whole of the plant (subject to seasonal constraints).

5.3 Pre-construction start enabling works

- Carefully dig out all material containing Cotoneaster in areas CT 1, dig limited on boundary by need to retain stability of adjacent fences and property. Treat remaining Cotoneaster in boundary locations by with herbicide when practical.
- Set aside all dug material in designated re-handling area, sift out and bag INNS material, remove bagged material from site and incinerate.
- Check whole site for any traces of INNS previously unidentified, include in Management Plan.

5.4 Continuing controls during construction

- Maintain signage around risk areas, (this will primarily be boundary lines of site in locations of off-site INNS).
- Ensure management controls are set up for, and prior to any perceived works inside risk areas, (e.g. fence post hole digging on boundary with retained INNS).

5.5 Throughout whole Management period

- Monitor whole site and relevant adjacent boundary areas, treat remaining INNS with herbicide.
- Provide a remedy for any other INNS issues which may arise.
- Collect documented and photographic records to provide permanent evidence of duty of care and proof of implementation and completion of Management Plan.

Monitoring: Throughout whole management period as per section 5.5

Year	Minimum Visits
1	2
2	2

Any additional visits required during or after this time are FOC.

For the purpose of this contract, the definition of eradication and proof of eradication is that:

A. The last two years of visits have been made with no use of herbicide and no return of Cotoneaster.

6. Standard of Services

As part of our aim to provide High levels of customer care, Elcot Environmental Ltd is ISO 9001, ISO 14001 and OHSAS 18001 registered, for Quality, Environmental and Health & Safety Standards in the Control and Management of Japanese Knotweed and other invasive weeds

We, in 2004 identified a need to set a benchmark standard (which is now accepted as an industry benchmark) to measure the success of Knotweed controls and to ensure that this is achieved in every contract package we carry out for our clients.

In outline, this is as follows:

1. To achieve and record a history of controls as set out in our site-specific proposals, to the procedures and standards in our ISO 9001 and ISO 14001 documents, for a minimum of four- or five-years dependent on circumstances and control proposals.
2. To achieve and record a history of a minimum of two years with no visible live Cotoneaster on site and with no herbicide treatment carried out in that time (treatment by herbicide may suppress or conceal live Cotoneaster).
3. At no further cost to our client *
 - a. To increase the number of visits per year, if required, to maximise controls as soon as possible.
 - b. To extend the monitoring period beyond the minimum years, if required, to achieve item 2.

* *Excludes costs incurred by breach of controls by third parties.*

7. Method Statement

7.1 Method Statement for Application of Herbicide (Preliminary and Ongoing)

Herbicide application is by knapsack spraying using a telescopic or extended lance to assist reach high foliage or in difficult terrain. Pressure limitation valve set at one bar and coarse droplet nozzle to reduce drift to a minimum.

Application to be over the target foliage and as much as possible to the underside as well. Foliar application to obtain maximum application to target and minimum collateral application to non-target plants or ground.

Operatives to be qualified to recognised national standards applicable to the works, and extensively 'in house' trained to achieve EEL specialist methods and standards and to follow all training guidelines and label recommendations or DEFRA off-label recommendations, where applicable.

Herbicides used are from currently UK approved lists

In conjunction with herbicides, adjuvants such as rain-fast additives or surfactants may be used at the manufacturers recommended rates at the operative's discretion to enhance effect of herbicide with minimum use.

7.2 Method Statement for the Excavation and Hand Sifting

Areas of Cotoneaster contamination are dug through as set out below. Material is moved to a designated re-handling area and plant materials are manually removed from the material during a sift by a 360° excavator and placed in bags marked "INNS for incineration".

The bagged INNS is then taken off site and transported to SN25 5DL using Elcot Environmental Ltd Waste Carriers Licence No: CBDU265971 for incineration under and exemption from Waste Management Licensing Exemption Ref – WEX 395022.

An alternative disposal to "bagging" is to place plant material into a skip and then dispose at a registered Landfill site

7.3 Ongoing Monitoring

The purpose of ongoing monitoring is to achieve and prove to achieve a complete eradication of INNS on site and any INNS off, but sufficiently close to site to create an obvious threat to the integrity of the on-site treatment.

It is not intended to be a substitute for best practice in earlier, different parts of the INNS Management Program, but is recognition that a guarantee to eradicate INNS site wide in one year does not prevent INNS from re-growing due to a number of fairly obvious reasons.

In most cases the only herbicide application during this period will be knotweed locations on, or off site where this method of control was proposed in the Management Plan.

7.4 Measurement of achievement of Eradication

After 26 years of experience of managing INNS, comparing the former Welsh Development Agency viability test results and other test measures with hundreds of long-term 4-10 year's plus site wide results, (including sites with construction over unrecognized established INNS), we have established a consistent historic record where a combined method of control is applied site wide.

- Established INNS does not generally remerge in location more than three years after last record of visible growth.

Based on this and to provide an optimum margin of safety which is moderated by site specific history, we have set a benchmark measure to achieve standards required by our ISO 9001 and ISO 14001 quality and environmental standards.

"To monitor a site for the longer of 2 planned years or, 1 year with no treatment and no visible live Cotoneaster is achieved".

8. Contractor's Duty of Care Responsibility

In engaging Elcot Environmental Limited (EEL) to provide a INNS Management Plan (IMP), your company has identified and accepted the need to provide duty of care in managing INNS issues to minimise costs and avoid risk of prosecutions leading, in the worst case, to unlimited fines and or imprisonment.

EEL have provided a KMP which identifies risks and provides management controls to minimise these risks and enable construction works to proceed on programme.

EEL staff will be present on site at times and will implement and manage certain specific parts of this plan. They will also enact and record duty of care provisions.

However, EEL cannot and do not accept responsibility to control actions of others on site (other than persons who are employed by EEL or directly and specifically under the direction of EEL management at the time).

It is the responsibility of the EEL client to understand, follow, and to ensure that all others present on site understand and follow control measures to maintain best practice duty of care.

In particular to prevent the spread and loss of identification of INNS containing material:

1. Areas which have been identified as containing or suspected of containing INNS should not be:
 - Used to store materials
 - Driven over
 - Dug into
2. Areas in which EEL have buried processed material should not be excavated into, closer than 500mm above top of processed material.

To assist the implementation of these controls, EEL have provided information to identify these areas, as set out in the attached documents. It is the contractor's responsibility to maintain, and if necessary, improve fencing or other demarcation lines.

Should the following occur:

- A breach of control such as points 1 & 2 above, but not limited to these
- Alteration to proposals that would imply the likelihood of a breach
- Any person believes knotweed is discovered elsewhere on site

It is essential to inform EEL by phone (01793 700100) or email (contracts@elcotenviro.com), and where relevant include photos and as much other concise information as is available. If this is done, EEL will provide a remedy for any breach of controls to ensure the maintenance of any contractual warranties.

Failure to inform EEL or to implement remedies may:

- Void EEL contractual warranties
- Increase cost of further remedies
- Incur risk of prosecution for failing to provide duty of care

9. Model Invasive Weed Guarantee (Assignment)



Elcot Environmental Limited Invasive Weed Guarantee (ASSIGNMENT)

Client:

Property:

Report No:

Report Date:

Estimated Completion Date:

Actual Completion Date:

Invoice No: Refer to Eradication Records Summary

Work carried out and covered by this company guarantee to control the following invasive weeds-
Japanese Knotweed (*Fallopia Japonica*)

TERMS OF GUARANTEE

1. Elcot Environmental Limited hereinafter referred to as "The Company" hereby **GUARANTEES** that, save as hereinafter provided or as provided in the Company's standard Terms and Conditions of business applicable at the date of the Client's acceptance, in the event of the person entitled to the benefit of this Guarantee notifying the Company in writing within a period of **TEN YEARS** from the date of commencement of the contract of:
 - (i) any continuance or recurrence of the invasive weed indicated above respectively to the work carried out in the areas identified in the report as the "treatment area"

the Company, upon production of this Guarantee and all original relevant survey reports, quotations, specifications, drawings, plans, completion certificates and receipted invoices, with any amendments thereto issued by the Company (photocopies will not be accepted), will arrange for the land to be inspected at a mutually convenient time upon payment by such person of the Company's then current inspection fee, provided that the continuance or recurrence complained of is of a kind against which the Company carried out control treatment in the area in which such continuance or recurrence has taken place.
2. If upon such inspection it appears to the Company that the treatment carried out by the Company was in any way defective so as to have resulted in re-growth of the invasive weed within the treated areas, the Company will carry out, without further charge, such further treatments as shall to the Company appear to be necessary to control the invasive weed and will reimburse in full the inspection fee paid.
3. This Guarantee does not cover any loss (including consequential loss see 10 below) or damage sustained by the person entitled to the benefit of this Guarantee save as set out in 2 above, whether caused by the Company's negligence or otherwise.
4. This Guarantee shall be of no validity or effect and shall be unenforceable against the Company in any one or more of the following circumstances:
 - (a) where the person entitled to the benefit of this Guarantee does not give written notice of the claim under this Guarantee to be received by the Company within three months from the date upon which the existence of such a claim could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered;
 - (b) where all Works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the Client's contractor.
 - (c) where the Client failed to pay the full price, any properly payable additional costs, and any interest due within six months of the date upon which the same fell due;

- (d) where the land and property has not been kept in a good and proper state, so as to detect and prevent tipping or the early detection of growth by invasive weeds.
 - (e) where any recommendation given by the Company has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate leaflets. This may relate to cutting or pruning, the removal of waste, site clearance or the exclusion of plant materials from areas adjacent to the treatment area.
 - (f) where, subsequent to the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company. This may include excavations in areas where herbicide treatments have been undertaken, where root barriers have been installed or contaminated waste has been subject to burial on site.
 - (g) where invasive plants have been re-introduced adjacent to watercourses or areas that have been subject to flooding, or by tipping or the uncontrolled propagation from adjacent land.
5. This Guarantee is to be read subject to, and is limited by, the Company's standard Terms and Conditions of business current at the date of the Client's acceptance of the Company's offer to carry out the treatment which shall be deemed to be incorporated herein. In the event of any ambiguity or uncertainty arising the Terms and Conditions of this guarantee shall apply.
6. In the event of disposal of the property, being the subject of this Guarantee, this Guarantee shall be assignable by the Client above named, to the new owner in which case the provisions hereof set out at 1-5 above shall apply in respect of that new owners as if the name of that new owner were substituted for any reference to the client
PROVIDED THAT
- Within three months of the change of ownership of the property, the new owner shall have:
- (a) given written notice of the change to the Company;
 - (b) paid the Company's then current transfer fee; and permitted the Company's surveyor to inspect the property (so as to discover any defects as might prejudice the works carried out by the Company) if the Company in its absolute discretion so require.
7. For the purposes of this Guarantee and the Contracts (Rights of Third Parties) Act 1999, the person entitled to the benefit of the rights conferred by this Guarantee shall be the owner from time to time of the Property ("the Relevant Third Party") provided always that the Relevant Third Party acknowledges and agrees that its rights under this Guarantee shall be subject to the terms and conditions set out in this Guarantee.
8. The Company shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the Guarantee and to raise any equivalent rights in defence of liability as it would have against the Client or any previous Relevant Third Party. Furthermore, the Relevant Third Party agrees that it will be bound by any previous acts, omissions or default of the Client or any previous Relevant Third Party.
9. For the avoidance of doubt, the Client and each subsequent Relevant Third Party acknowledges and agrees that when it is no longer the owner for the time being of the Property, it shall no longer be entitled to the benefit of the rights conferred by this Guarantee and that furthermore, neither the Client, nor any Relevant Third Party shall be entitled to assign or transfer its rights and / or obligations under this Guarantee.
10. All consequential losses are excluded from this Guarantee, and for the purposes of this Guarantee consequential loss means any indirect, special or consequential damages or losses suffered or incurred by the Guarantee holder and for the purposes of this guarantee indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses costs or expenses which are not directly incurred by the Guarantee holder wholly in respect of or which are additional to the remedial work for which indemnity is provided by this guarantee, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the Company is advised in advance of the possibility of any such losses and/or damages;
11. In the event of you wishing to make a claim under this guarantee, a fee (at the rate prevailing at the time of the claim) is payable and the following **ORIGINAL** documents must be produced by you:
- (a) Report(s), estimate and any drawings or plans relating to it

- (b) Receipted invoice or proof of payment
- (c) Certificate or letter of completion
- (d) This guarantee

If the claim is justified, your payment will be returned in full. If your claim cannot be processed due to incomplete documentation or you decide not to pursue your claim, then an administration fee (at the rate prevailing at the time of the claim) will be deducted and the balance will be refunded.

12. In the event of a dispute arising under this guarantee as to the amount to be paid or the work to be performed the dispute may by agreement between the parties be referred for determination by an expert chosen by mutual agreement between the parties. If the parties are unable to agree on an expert within 7 days after the request by one party to another or if the expert agreed upon is unable or unwilling to act either party may apply to the General Manager of the Property Care Association for the appointment of a suitably qualified and experienced expert for the dispute in question.

Signature:
Peter J Whiteside
Director

(For and on behalf of the Company)

ELCOT ENVIRONMENTAL LIMITED
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Swindon Wiltshire SN25 5DL
Registered in England and Wales No: 11230241