

Invasive Species Management Plan

Sandilands Primary School, Wythenshawe

January 2024
Our Ref: 5166



EBSFORD ENVIRONMENTAL

EXECUTIVE SUMMARY

Ebsford Environmental Ltd are a consulting and contracting partner specialising in the management of invasive species. We lead the way in delivering efficient, environmentally sustainable, and cost-effective projects to a varied client base nationwide, with a unique service offered through a range of bespoke solutions. Our work is accredited by the two leading industry governing bodies: The Invasive Non-Native Specialist Association (INNSA) and the Property Care Association (PCA). We were the first UK company to obtain dual membership of these professional bodies that set standards and ensure projects are in line with current best practice. Our delivery of projects was recognised in 2019 when we were awarded the Contractor of the Year Award by the Property Care Association and in 2020 received double Green Apple Awards for innovation and sustainability within the construction and innovation categories, and the 2021 World Green Award.

AWARDS AND ACCREDITATIONS



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1.0 PROJECT SUMMARY

Client:	Iceni Projects
Commissioned by:	Lucy Furber
Date Prepared:	18/01/2024
Prepared By:	Ray Holderness Senior Consultant M:07415 620807 E: rayholderness@ebsford.co.uk
Job Number:	5166

PROPOSED END USE:

School re-development

TIMESCALES FOR ERADICATION:

INFESTATION WITHIN DEVELOPMENT FOOTPRINT:

Yes



No



OPTIONS CONSIDERED:

Cotoneaster & Rhododendron removal

OPTION RECOMMENDED:

As above

TARGET COSTS:

£12,150

LOCATION: Wythenshawe



2.0 SURVEY OVERVIEW

2.1 Introduction

Ebsford Environmental Ltd were commissioned by Lucy Furber at Icen Projects to undertake an invasive non-native species walkover survey at Sandilands Primary School. The survey was undertaken on the 9th January 2024 by Ray Holderness, Senior Consultant at Ebsford Environmental. I received an ecological report that indicates the presence of Cotoneaster and Rhododendron. Ebsford can confirm the area identified in the ecological report has been surveyed for WCA Schedule 9 species. Leading to the identification of two species of concern; Cotoneaster & Rhododendron. The objective of this document is to provide the visible baseline location and extent of the invasive non-native species (INNS) that are listed under Schedule 9 of the Wildlife and Countryside Act. Ebsford will assess the impact, risk and barriers to the site and provide fully costed options available whilst covering the clients duty of care.

2.2 Survey Method

Our surveyors are all Property Care Association (PCA) qualified surveyors for Japanese knotweed and have extensive experience regarding the identification of the relevant species at all times of year. This includes the three species of Japanese knotweed: *Reynoutria japonica*, *Reynoutria japonica x sachalinensis* & *Fallopia sachalinensis* and all other species as listed within Schedule 9 Part II of the Wildlife & Countryside Act 1981 (as amended)¹. Any material that could be considered a controlled waste under the Environmental Protection Act 1990 (as amended)². Ebsford follow the INNSA Code of Practice which has been produced by experts within the field at the request of the Environment Agency to replace the withdrawn Code of Practice for Developers. It demonstrates the current best practice for the management of Japanese knotweed in the industry. As a regulating body within the construction industry INNSA members subscribe to the Invasive Code of Practice to improve standards within the industry and offer peace of mind to clients. This dedication to high standards and working in line with best practice is entrenched in everything Ebsford does, not simply for Japanese knotweed.

2.3 Invasive Non-Native Species & Legislation

The Great Britain Invasive Non-Native Species (INNS) Strategy define INNS as species whose introduction and/or spread threaten biological diversity or have other unforeseen impacts (Department of Food & Rural Affairs et al., 2015). Although the strategy focuses on prevention and rapid response of species yet to arrive in GB, it recognises the need to manage the impacts of those species already established.

In the UK there are several statutory instruments regarding INNS with the aim of preventing the spread of these species. The following examples are not an exhaustive list but demonstrate the breadth of legislation. For further information see the Property Care Associations summary of legislation impacting Japanese knotweed.

- Wildlife & Countryside Act (1981) aims to prevent the spread of Schedule 9 species into the wild where they pose a threat to biodiversity and ecosystems. Section 14(2) states: if any person plants or otherwise causes to grow in the wild any plant which is included in Part II of Schedule 9, shall be guilty of an offence.
- Environmental Protection Act (1990) contains several legal provisions concerning INNS. Any soil or waste containing propagules of a plant species listed in Schedule 9 that is to be removed from a site and are considered to have the potential to cause ecological harm are deemed "Controlled Waste" or "Directive Waste".

It is not an offence under the WCA to have these invasive species on your land, but it is an offence to cause the spread. These plants and soils containing these species need to be managed according to the Environment Agency Regulatory Position Statement RPS 178 (EA's RPS 178). At the same time whilst a plant may stay on someone's land, if unmanaged it can spread onto a neighbour's land which could be seen as 'nuisance'.

2.4 Site Observations

During the site walk over the whole development area was surveyed including margins and high-risk areas. It was noted that invasive species were present within the development footprint.

The site is best described as a functioning primary school but redevelopment is imminent. On completion of the proposed new school buildings, the existing buildings will be demolished. The timescales for this are not yet known but are not important or will not adversely affect the proposals made in this management plan.

Four relatively small instances of Cotoneaster were identified during the site walkover; all four are in close proximity to the existing school building, as per the plan below. It can be assumed that the Cotoneaster was planted as part of a scheme in recent years. The shrubs are relatively immature and its appearance was as expected at the time of the survey.

The survey identified the following species of concern:

2.5 Cotoneaster

Varieties of Cotoneaster are listed on Schedule 9 of the Wildlife and Countryside Act 1981 meaning it is an offence to plant or otherwise cause them to grow in the wild. The species can dominate native species where it becomes established the majority of non-native Cotoneaster species are native to east Asia. The species is best described as a large group of small trees and prostrate shrubs, that can either be evergreen or deciduous the evergreen species are easily identified throughout the year by the leaves, and the deciduous species can be identified by the presence of the red berries which can remain in the winter months. It is often spread by its' berries, by small animals but primarily by birds which eat the berries and subsequently spread the seeds. There are over 100 species of Cotoneaster cultivated in the UK but only those listed below are included on Schedule 9. These species are commonly misidentified due to their close similarities and include:

- Himalayan cotoneaster (*Cotoneaster simonsii*)
- Hollyberry cotoneaster (*Cotoneaster bullatus*)
- Small leaved cotoneaster (*Cotoneaster microphyllus*)
- Wall cotoneaster (*Cotoneaster horizontalis*)

2.6 Rhododendron

Rhododendron ponticum is an evergreen, ornamental plant introduced to the UK by the Victorians in the late 18th Century. Classified as an invasive non-native weed species, Rhododendron ponticum is responsible for the destruction of many native habitats. On acid soils including moorland, woodlands, screes, rocky banks, derelict gardens and stream sides, it will out-compete most native plants. As well as eliminating other native plant species, it results in the loss of associated native animals. It can also have wider implications for tree health as it is a host for phytophthora.

For removal, all above ground growth must be cut down. Where possible, the woody material can be chipped and used as mulch, and the green material rotted down into compost for use at a later date. The stumps can be removed or treated with stump killer herbicide. If the latter option is preferred, a follow-up management plan over a three to five year period is required for any subsequent regrowth of plant material.

3.0 OPTION APPRAISAL

Ebsford have carefully considered all solutions and have recommended the most appropriate methodology would be to cut down the above ground growth, excavate the roots, stockpile all the arisings on site in a designated area agreed with the client before works commence and bury the arisings on site according to the EA's RPS 178 in order to cover the client's duty of care. At this early stage it is assumed there will be suitable areas to stockpile and subsequently bury the contaminated material on site. This methodology will allow compliance with the Wildlife and Countryside Act, as well as following best practice utilising a PCA and INNSA approved contractor.

3.1 Removal Methodology

It is understood that mechanical disturbance will take place however, it is recommended that these species are eradicated from the site as part of the development and as an ecological enhancement to stop any future spread across the site which could have detrimental ecological and financial impacts. The following measures are designed with the primary objective of eradicating invasive species from the areas in question after the building has been demolished to just above slab level. They will ensure that the construction personnel have a higher level of understanding about the invasive species and the legislation which requires them to be removed from its present location.

In order to avoid contamination around the site, all site operatives with the potential to work within the vicinity of the invasive species should receive training in Cotoneaster and Rhododendron identification and best practice procedures for avoidance of spreading any species throughout the site. Good site hygiene should be maintained. All invasive Cotoneaster and Rhododendron species should be marked and should be undisturbed until Ebsford commence the works in question. Stockpiles of contaminated soil and vegetative material should be clearly marked and isolated. Burial of soils and vegetation onsite is possible without the need for a waste management licence but the EA's RPS 178 should be adhered to.

To ensure biosecurity, the branches of the plant would be cut and stockpiled within the designated area; care will be taken to minimise the fruits falling to the ground during any cutting works to avoid the dispersal of the seed bank.

Where possible the excavator will be kept out of the contaminated area by tracking down the edge of the excavation. If the excavation is greater than the reach of the machine, then the machine will track into the excavation on clean material and bund the contaminated material to a point where the dumpers can be loaded. If this is not possible and the machine becomes contaminated it must not leave the contaminated area without being cleaned.

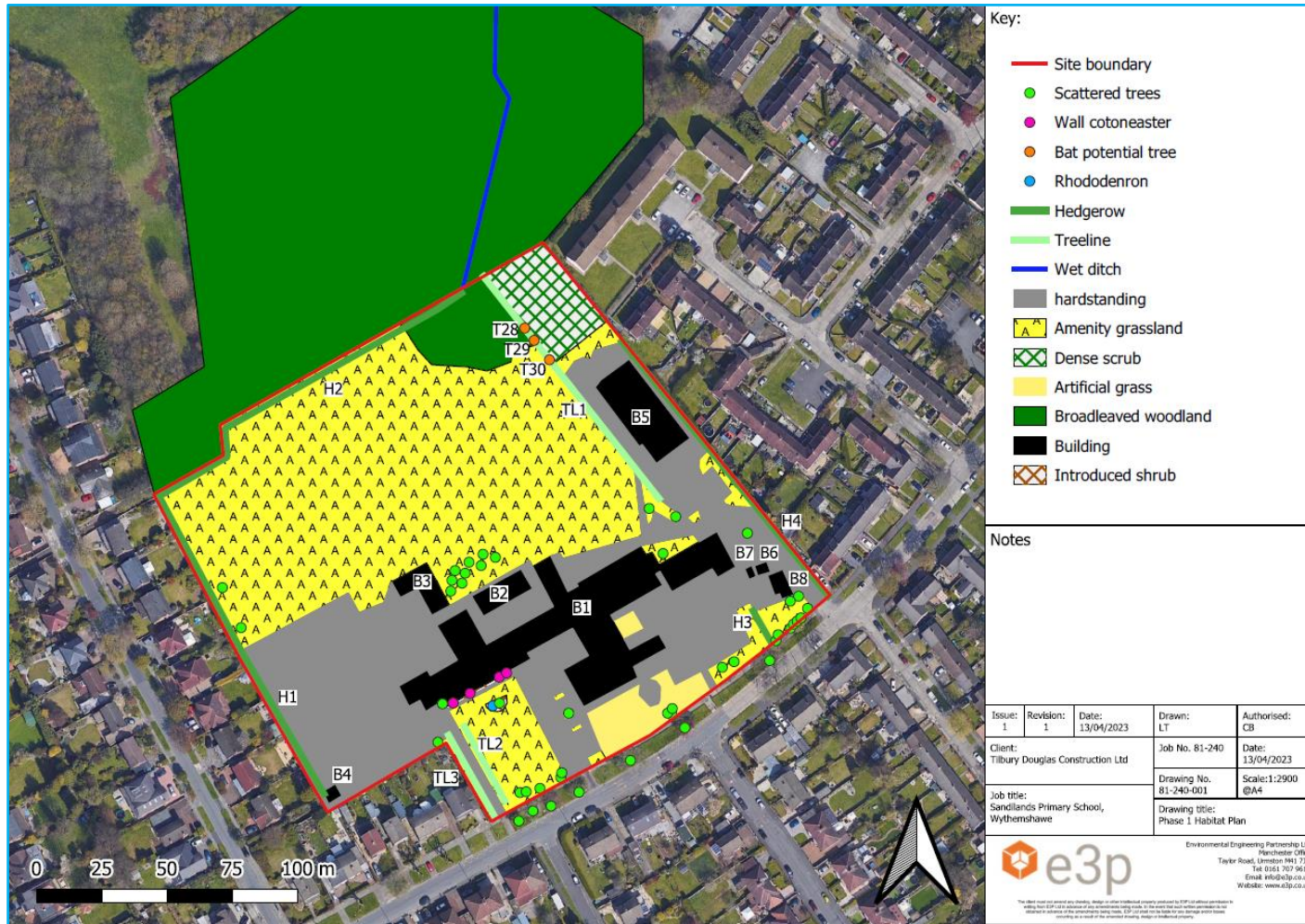
When excavating the contaminated soils, the operation must be carried out in such a way as to minimise spillage. The bucket must only be filled $\frac{3}{4}$ full and the bucket must be completely emptied before slewing back to the work area to reload.

The material will be stockpiled on a suitable root barrier membrane or similar. The stockpile area must be prepared in advance of the excavation.

On completion of all the excavations and a stockpile has been created, the volume can be estimated and the size of the burial pit can be calculated.

To comply with the EA's RPS 178, a burial pit will be excavated that is big enough to contain all the contaminated material with a clean cover of two metres. Dumpers will transport the material to the burial pit on the designated haul route agreed before the stockpile is moved. Our supervisor will ensure the dumpers are not over filled to ensure no arisings fall on to the ground on the haul route. On completion of the burial of contaminated material, the pit will be backfilled with two metres clean material. If site won material is not available, the client will be responsible for sourcing it.

4.0 SITE SURVEY DRAWING



5.0 SURVEY IMAGE



Picture above shows three of the four small areas of Cotoneaster highlighted in red and the immature Rhododendron highlighted in purple in front of the existing school building. The fourth area is located to the left of picture but is hidden by the shrubs in the foreground.

6.0 REFERENCES

Department of Food & Rural Affairs, The Scottish Government, Welsh Government, 2015. The Great Britain Invasive Non-native Species Strategy.

QField: Efficient field work built for QGIS. URL <https://qfield.org/> (accessed 9.12.22). QGIS, 2022. QGIS Geographic Information System.

QGIS Association. [WWW Document]. URL <https://www.qgis.org/en/site/> (accessed 9.12.22).

Wildlife and Countryside Act 1981, c. 69. Available at: <http://www.legislation.gov.uk/ukpga/1981/69/contents> [Accessed 16th April 2021]

7.0 ASSUMPTIONS

The client will be ensuring appropriate measures are in place with regards to protected species and or ecological constraints.

8.0 TERMS AND CONDITIONS

Interpretation

“Client” means the person named on the proposal document for whom the contractor has agreed to provide the specified service in accordance with these Terms. “Contract” means the contract provision of the specified service. “Contractor” means Ebsford Environmental Ltd. “Specified Service” means the service to be provided by the Contractor for the Client & referred to in the proposal.

Acceptance of Terms & Conditions

The client will be deemed to have accepted these terms & conditions on agreeing the contract, proposal, or any such agreement verbally, in writing or electronically.

The Contractor/Consultant

The Contractor/Consultant agrees to perform the work in a competent manner and in accordance with good practice and known science as applied to arboriculture and ecology, as specified in the proposal document, which forms part of this contract.

Payment

On completion of each stage of the contract an invoice will be submitted for the agreed sum. Unless otherwise agreed in writing, this invoice will fall due for immediate payment with full and final settlement required in 30 days from the date of invoice. Value Added Tax will be charged at the current rate where applicable. Any payments overdue by 60 days may result in suspension of services which would be of serious detriment to any continuous herbicidal treatment programme & an assessment will need to be made as to whether we can commit to the original eradication date. We reserve the right to pass any late payments to a 3rd party debt collection agency where further fees may apply.

Warranties

Where applicable our services are back up by either a 5 year or 10 year warranty issued on completion of the contract. All warranties come in to effect as of the eradication date. We reserve the right to revoke any warranty where the full contract value has not been paid.

Complaints

Any complaints arising from work performed under this contract must be made within 7 days from the date of invoice, unless otherwise agreed in writing.

Disputes

Any disputes arising under these terms & conditions shall be determined by English Law.

Expiry of Quotation

The contractor reserves the right to withdraw and re-price work if the client does not accept the quotation within 30 days of submission, unless otherwise agreed in writing

Cancellation

Any cancellation made outside of 7 days from acceptance of the terms & conditions, but prior to work commencing will be subject to a cancellation fee of 10% of the contract value. Where a contract has commenced & visits undertaken, a cancellation fee of 20% of the remaining contract value staged payments will be charged.

Visit Cancellation

Any cancellation made outside of 7 days from arrangements for access will be subject to a cancellation fee of £250.00 + VAT. Where a contract has commenced & visits are attempted but not possible, a cancellation fee of £500.00 + VAT will be charged.

Completion of Contract

Completion of contract is dependent on weather conditions. Work operations delayed by poor weather will be resumed as soon as conditions allow. Any additional expense incurred by the contractor for changes to the site conditions outside of our control will be charged at our cost price plus 15%. Details of such costs will be submitted in writing prior to work commencing. Any cancellation forced by these additional costs will be subject to the charges detailed in the "Cancellation" section of this document.

Forces Majeure

The contractor will not be liable in damages or otherwise for non-performance of contract because of adverse weather conditions, strikes, lockouts, war and civil commotion, or lack of adequately skilled labour due to causes beyond our control. Further, the contractor retains the right in such circumstances to cancel the Contract in whole or in part. Completion dates shall be contingent upon weather conditions.

Insurance Cover

The contractor will maintain a level of £5,000,000 Third Party and Public Liability Insurance & £10,000,000 Employers Liability Insurance throughout the contract period for any damages to persons or property resulting from the implementation of this contract.

Data Protection Act

The client's details will be held on the contractor's computer database. The information will not be made available to external companies.

Tree Preservation Orders & Conservations Areas

Any trees in close proximity to treatment areas on under this contract may be subject to a Tree Preservation Order or in a Conservation Area. It shall be the client's responsibility to notify Ebsford Environmental Ltd.

Private Covenants

Investigation of Private Covenants shall be the responsibility of the client and no liability is accepted by the contractor for a breach of any such Covenant.

Site Conditions

The contract price is based on the site conditions, existing at the time of the formation of the contract, remaining unchanged for the duration of the contract.

General

If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable in whole, or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected. Law shall apply to the contract, and the parties agree to submit to the non-exclusive jurisdiction of the courts.