

Invasive Species Management Plan

Fairways Lodge, Prestwich

December 2024

5446



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:	McCarthy & Stone
Commissioned by:	Allan MacInnes
Date Prepared:	2 nd December 2024
Prepared By:	Ray Holderness, Senior Consultant E: rayholderness@ebsford.co.uk
Job Number:	5446

PROPOSED END USE:

Residential Care Development

TIMESCALES FOR CONTROL:

Dependent on treatment

INFESTATION WITHIN DEVELOPMENT FOOTPRINT:

Yes



No



OPTIONS CONSIDERED:

Herbicide treatment programme

Excavation and on-site management

OPTION RECOMMENDED:

Both of the above

TARGET COSTS:

Dependent on treatment

LOCATION: Prestwich



2.0 SURVEY OVERVIEW

2.1 Introduction

Ebsford Environmental Ltd were commissioned by Allan MacInnes at McCarthy & Stone to undertake an invasive non-native species walkover survey at a site known as Fairway Lodge in Prestwich. The survey was undertaken on the 7th November 2024 by Ray Holderness, Senior Consultant. Ebsford can confirm the full extent of the red line boundary has been surveyed for WCA Schedule 9 species. Leading to the identification of one species of concern; Himalayan balsam (HB). A Preliminary Ecological Appraisal (PEA), produced by e3p, was submitted to Ebsford dated October 2023 and this identified HB along the southern and eastern boundaries of the site. 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 your 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 accordingly e.g. Environment Agency Regulatory Position Statement RPS178. 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

The site is best described, at the moment, as a licensed hotel and leisure club with hard standing parking areas surrounding the main building. The site measures approximately 6,000m² and is predominantly made up of areas of hardstanding with several maintained landscaped areas and tree lined boundaries. The areas where HB had been noted by the ecologist were surveyed with a fine tooth comb and only a small amount of HB was identified. This could be partly due to the sub-optimal time of the survey but it is more likely that the adjacent residential development has caused mechanical disturbance, particularly along the southern boundary where the ground appears to have been “turned over” and there was no visual evidence of HB in the area identified in the ecologists PEA. Any remediation measures recommended in this report will assume there could be an HB seed bank present on the southern boundary. A new post and wooden fence has been installed along the southern and south eastern boundaries and this may also have contributed to the mechanical disturbance. HB was visible between the recently installed fence along the south eastern boundary and hotel building, as shown on the site plans below. As ground breaking works are due to commence in this area, Ebsford would recommend that these infestations will need to be excavated to prevent disturbance and spread throughout the works. The timescales for development will dictate the suitable methodology/methodologies to employ. These will be addressed in the option appraisal below.

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 and landscaped areas.

The following species of concern were identified:

- Himalayan Balsam (*Impatiens glandulifera*)

Ebsford have provided an optional appraisal below with recommendations to deal with the species appropriately whilst considering budget constraints and methodology limitations.

2.5 Himalayan balsam

Himalayan balsam (*impatiens glandulifera*) is covered by Schedule 9 of the WCA 1981 (rev. 2), meaning it is an offence to plant or otherwise cause to grow in the wild. The species is Britain’s tallest growing annual plant, often reaching a height of three metres; In terms of the life cycle, the seeds require the winter chill to break dormancy; they then germinate over a short period, often during March to April, and grows prodigiously before flowering in June/July. These brightly coloured flowers are paired with seed pods, which house thousands of seeds. This is the key part of the Himalayan balsam cycle whereby seeds are flung from the seed pods, as far as 7m, meaning it is possible for the infestation to grow significantly each year if left unmanaged. It is particularly known for outcompeting other species, causing riverbank erosion and small landslides when it dies back in the winter as well as causing a hindrance to landscaped areas due to its highly invasive nature.

3.0 OPTION APPRAISAL

Ebsford have carefully considered all of the options and recommend a multi-faceted approach that will cover the client's duty of care, while providing effective and appropriate management solutions, with environmental considerations being taken into account. These methods will allow compliance with the Wildlife and Countryside Act, as well as following best practice utilising a PCA and INNSA approved contractor.

As discussed Ebsford have reviewed all supplied documentation surrounding proposed development plans and constraints to devise the most suitable works to control INNS species and operate within project budgets and timescales.

Given the location of the infestation, mechanical intervention will be required prior to development works taking place. The infestation is located in the proposed area of development, therefore we recommend this area is excavated and stockpiled or buried in an agreed location on site. Based on Ebsford's site assessment the areas of Himalayan balsam will need to be remediated prior to demolition of the hotel building. This will ensure that all areas are accessible for biosecurity measures but also to allow for safe access of machinery and systems of work. If demolition of the existing building is to take place before HB seed germination commences in the spring of 2025, a top scrape to a depth of approximately 200mm will be required and the material will be buried on site followed by subsequent herbicide applications, if required. If demolition of the existing building is to take place after HB seed germination commences in the spring of 2025, herbicide applications will be required to control the species before a top scrape, as outlined above, is taken.

3.1 System overview – Herbicidal treatment

Ebsford's herbicide treatment programme will be in place to capture a range of areas that are either due to be treated in situ or that require treatment prior to full remediation depending on project timescales. We apply a non-residual herbicide (Glyphosate). The herbicide is safe to use near watercourses, trees, shrubs and bushes. Ebsford will make the necessary application to the EA, for the use of herbicides in close proximity to a watercourse.

On the visit an assessment of the species will be made to determine:

- 1) the quantity of live growth and health of the infestation;
- 2) impact of previous treatments; and
- 3) the quantity of herbicide required for treating the species on that specific visit.

Ebsford operatives hold relevant qualifications of competence required for the application of herbicides, namely the relevant NPTC PA1 and PA6 certificates, and best practice is always adhered to in chemical dilution, always following chemical product labels. Herbicides are administered via foliar application with knapsack sprayers. Ebsford conduct herbicide applications in line with best practice as per the INNSA Code of Practice, which stipulates strict guidelines for its' members to follow, for example the effect on the surrounding environment is minimised by using only the necessary quantity of herbicide, recommended dosage rates are always followed. Safety and control measures are followed closely on all visits, such as the use of Personal Protective Equipment, namely a spray suit, gloves and face shield. Knapsacks are filled inside the Ebsford vehicle using a drip tray to avoid spillages. In order to protect the environment as far as possible when applying herbicides, only the target species' foliage is sprayed, taking care to ensure drift of the herbicide is kept to a minimum. Ebsford are highly diligent in health and safety procedures, ensuring risks to operatives as well as the public and the environment are minimised throughout all herbicidal application works.

3.2 System overview – Surface scrape and on-site burial

The excavation of the species removes the species from the immediate build zone and aims to also remove the seed bank along with it; from analysis of the proposed development plan, Ebsford have identified the infestation areas that fall within the direct build zone, which would undergo targeted excavation.

The clients groundworker or demolition contractor would provide all excavation plant and transportation machinery (dumper). Ebsford will supervise a 200-300mm scrape including an approximate 2m buffer to capture any seedbank that may have been dispersed in the surrounding areas. Excavated material will be transported to an appropriate burial area and a subsequent herbicide treatment programme can be implemented.

As any mechanical works would generate a controlled waste, in this case the excavation of Himalayan Balsam, this waste must be handled in accordance with RPS 178. In order to comply, Himalayan Balsam must be buried beneath a minimum of two metres of clean cover.

RPS 178 also states the following requirements, of which Ebsford believe can be facilitated following analysis of the proposed development layout:

- An area that is unlikely to be disturbed
- An area more than 7m away from the site boundary
- The material must not contain pollutants that will pose a threat to groundwater quality
- Never storing the material for longer than twelve months before burying or treating
- The solution is selected following the consideration of other options- for example, as the species resides within the top 200mm of soil, this is often classified by landfills as a topsoil and is therefore subjected to the higher rate of landfill tax, meaning that an off-site disposal solution is not always cost-effective or environmentally viable
- Upon completion, the burial location will be recorded using GIS.

5.0 SITE SURVEY DRAWINGS



Project:
Fairways Lodge, Prestwich

Drawing Title:
5446-01-HB-A4P

DO NOT SCALE
Projection: EPSG:3857
WGS 84 / Pseudo-Mercator
OSTN15 NTv2 transformation
Base map Google Earth
Map data © 2015 Google



0 15 30 m



Date
11-11-2024

Drawn By
EH

Version
01

Legend

- Himalayn balsam
- Red line boundary
- Google Satellite

Elford Environmental Ltd
Northern Office: Head Office (Registered Office), The Nestle
Gates, Nestle, Wakefield
WF2 1AN





Project:
Fairways Lodge, Prestwich

Drawing Title:
5446-02-HB-A4P

DO NOT SCALE
Projection: EPSG:3857
WGS 84 / Pseudo Mercator
OS/NLS NVD transformation
Base map Google Earth
Map data © 2015 Google



0 15 30 m



Date
12-11-2024

Drawn By
EH

Version
02

Legend

- Himalayn balsam
- Red line boundary
- Google Satellite

Esford Environmental Ltd
Northern Office: Hord Office (Rugby) Office, The Nostell
Cottage, Nostell, Wakefield
WTA 1AB



6.0 ASSUMPTIONS

The above estimated quote assumes we are acting as subcontractor to the clients principal contractor (PC).

The client will be clearing the vegetation and ensuring appropriate measures are in place with regards to protected species / ecological constraints.

The client will be providing all welfare and security for the duration of Ebsford works.

Department of Food & Rural Affairs, The Scottish Government, Welsh Government, 2015. The Great Britain Invasive

7.0 REFERENCES

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]

8.0 TERMS & 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 addition 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.