

**REDRUTH TOWN  
COUNCIL**



**CONSEL AN DRE  
RESRUDH**

Redruth Civic Centre, Alma Place, Redruth, Cornwall TR15 2AT  
Tel No: 01209-210038 e-mail: admin@redruth-tc.gov.uk

**Town Mayor: Cllr A Biscoe**

**Town Clerk: C Williams**

See Distribution

**Our Reference:**  
RTC/Extraordinary Mtg  
**Date:**  
8<sup>th</sup> April 2026

Dear Councillor

**Extraordinary Meeting of the Redruth Town Council – 13<sup>th</sup> April 2026**

You are summoned to attend an Extraordinary Meeting of the Redruth Town Council to be held in The Langman Room, Redruth Civic Centre, Alma Place on Monday 13th April 2026. Proceedings will commence at **7:00pm**, following the Planning Committee.

The Agenda is attached.

Yours sincerely

A handwritten signature in black ink that reads "Charlotte Williams".

Charlotte Williams  
Town Clerk

Enclosures  
Agenda

Distribution:

Action:

All Redruth Town Councillors

# **Extraordinary Meeting of the Redruth Town Council**

**13<sup>th</sup> April 2026**

## **AGENDA**

### **PART I - PUBLIC SESSION**

1. To receive apologies for absence.
2. To allow the public to put questions to the Council on any item on this agenda.
3. To consider urgent correspondence relating to Cornwall Council's proposed use of Glyphosate in areas of Redruth. (correspondence attached)

### **PART II – PRIVATE SESSION – Exclusion of the Press and Public**

The Council is invited to pass the following resolution:- That pursuant to the provisions of the Public Bodies (Admissions to Meetings) Act 1960, the press and public be excluded from the Meeting for the following item of business, by reason of the confidential nature of the business to be transacted

4. To receive a presentation by CPE Ltd on The Chambers Feasibility Report, a TRIP funded piece of work. (presentation and report attached)
5. For Council to debate and make a decision on which option to pursue for The Chambers, based on the Options Appraisal presented.



To:  
Community Area Partnerships &  
Town and Parish Councils

**Your ref:** Recipients reference  
**My ref:** Public Realm  
Improvement & re-  
introduction of Weed  
Treatment.  
**Date:** 30<sup>th</sup> March 2026

Dear Community Area Partnerships & Town and Parish Councils,

### **Public Realm Improvement and Re-introduction of Weed Treatment**

Cornwall Council's Cabinet has instructed Cornwall Highways & Environment Services to begin a new programme of weed treatment and public realm improvements across Cornwall. This decision follows evidence of declining standards since routine weed management stopped in 2013, resulting in increasing complaints, narrowing footways, damaged surfaces, and perceived reduced community pride.

We have reviewed options and have directed Cormac Solutions Limited to carry out the following on the adopted highway network:

- **Targeted manual and mechanical weed removal** on the very worst-affected estates (one per CAP)
- **Carefully controlled, limited chemical treatment** only on the urban highway network where weeds are present, using modern Controlled Droplet Application methods to minimise quantity and footprint.
- **Improvements to amenity and environmental areas**, including enhanced cutting and better management of urban verges.
- **Partnership working with local councils and volunteers**, supporting local pride and community involvement.

Please note this directive does not apply to private areas or areas maintained via the waste contract.

The aim of this recovery programme is to restore safe, accessible streets and deliver consistent standards across Cornwall. We want to support strong, safe, clean and well-maintained communities and to ensure Cornwall's neighbourhoods reflect the pride residents have in where they live.



The default position is that all Cornwall Council maintained areas are opted in, this will include all adopted highway within urban areas as it was in 2013. An opt-out option is available for Town and Parish Councils that wish to manage their areas without chemical treatment, provided they can meet the required standards and protect asset integrity.

In the first instance Town and Parishes should send responses and Opt-out forms before the 20<sup>th</sup> of April 2026 to your Community Link Officers (CLO) who will collate responses and feed this information through to Cornwall Highways who will then pick up further contact.

We appreciate this is short notice, given the operational need to commence weed treatment at the beginning of May. However, if meeting this deadline is not possible because you will not be able to consider this at a council meeting before this date, please can you let your CLO know the earliest you will be able to make a decision.

Please disregard this correspondence if you already undertake weed management on behalf of Cornwall Council under a previous agreement.

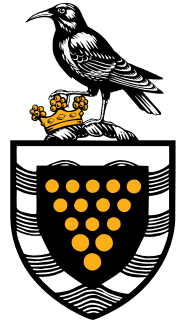
Please find enclosed (in suggested order of review):

1. The all-member briefing provided to members on the 6<sup>th</sup> of March 2026.
2. The Public Realm Improvement and Weed Management FAQ
3. The 2013 maps which will be used for the first treatment (NOTE: **Green** = new treatment area, **Red** = area as treated via the Waste contract in 2013.)
4. A draft copy of the Town and Parish Council Opt-Out Agreement
5. Town and Parish Council Opt-Out Guidance
6. Town and Parish Council Opt-Out Form

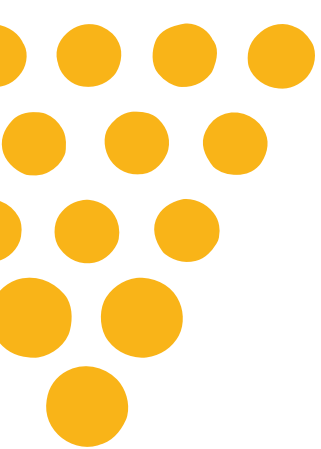
Yours sincerely  
Dhywgh hwi yn hwir

Cornwall Council

**Connectivity and Environment Service**



**CORNWALL**  
**COUNCIL**  
*one and all • onen hag oll*



# Improving Maintenance of the Public Realm

**All Member Briefing, 6 March 2026**

Dan Rogerson, Portfolio Holder for Transport

Loic Rich, Portfolio Holder for Environment and Climate Change

Jon Mitchell, Environment Manager, Cornwall Council

Dan Evans, Acting Highway Asset Manager, Cornwall Council

# Value of the Public Realm



*“Every time I go out, I find myself more and more frustrated with the state of the roads and footpaths...”*

*“The overgrowth is narrowing the footpaths and the roads and nettles and thistles are growing into the small part of the paths that are left”*

*“The kids can't play, it's full of weeds ...*



*“the mood of the Estate has completely changed”*

*“people have started to tidy up their gardens and are making more of an effort”*

*“there's less litter and more pride”*

*“we are very grateful”*

# Current Condition of the Public Realm



# What Level of Maintenance Currently Occurs on the Public Realm

- **Highways:** Currently no routine weed treatment aside from Schedule 9 plants (under the Wildlife & Countryside Act, 1981), such as Japanese Knotweed, reactive safety defects only
- **Environment:** Biodiversity-focused verge management since 2020/21, budget pressures have removed added value work
- **Waste:** Weed removal only in high-footfall Zone 1 areas; Clear detritus under the cleansing contract in zones 2 and 3 if below the required grade
- **Cornwall Housing:** Maintains housing-related public realm to similar standards as Environment
- **Third Parties:** Town/parish councils can manage weeds on estates independently



# Background / Context

**2013** - Stopped general highway weed treatment as a budget saving measure.

**2016** - Stopped using glyphosate and neonicotinoids on all public-access land it owns/manages, except for controlling Schedule 9 invasive plants or preventing asset risk.

**2018** - Review led to the Integrated Weed Management Plan and further policies (Environmental Growth Strategy, Pollinator Action Plan, Pesticide Guidance).

**2019** - Climate Emergency declared

**2021** - Ecological Emergency declared

**2025** - Local Nature Recovery Strategy (2025) adopted

**2026** - Nature Recovery Delivery Plan being developed to support national goals for 30% of land, rivers, and seas to be well-managed for nature by 2030.



## Complaints – Cornwall Council & Cormac, 2022-25

*...“Overgrown grass and weeds along pavements in Saltash make them single file only. Granddaughter in buggy scratched by brambles. Weeds are a disgrace. Why do we pay more council tax for less service?”*

*...“Shocked to see council workers today spraying poison (weed killer)... It’s a threat to children, dogs, and wildlife. I’d rather see weeds than have poison used to dampen them.”*

# Complaints – Cornwall Council & Cormac, 2022-25

- **Total complaints analysed = 1,952**
- **Related to weeds/defects, 2022 – 25 = 1,490**
- **Related to grass cutting Nov 2024 – Oct 2025 = 462**

## **Dominant themes:**

- Maintenance standards (e.g. overgrowth, frequency of grounds maintenance) and safety concerns (e.g. risk of trip/fall, structural damage) make up the majority of complaints.
- Clear process in place to assess whether safety report triggers action.
- Complaints generally peak in spring and summer – particularly for maintenance standards and cleanliness.
- Urban residential housing estates identified as hotspots for weed growth/public realm complaints.

# Council Priorities 2026-30

Public Realm helps deliver:

- **Strong, safe, vibrant communities with more decent and affordable homes** – where people feel connected, safe, supported and proud to live, with emphasis on **‘building strong communities through partnership’**
- **A clean, green Cornwall with healthy rivers and seas** – working together to recover nature, **create litter-free spaces that are well cared for and accessible to all, making communities feel proud of the public spaces around them,** with emphasis on **‘fostering community pride’**
- **Connected, safe, reliable roads and transport** – ensuring everyone can **travel safely,** with emphasis on **‘delivering safe and reliable roads’**



## Cabinet Briefing- 8 September 2025

***“...to bring forward costed options for public realm improvement, including different levels of ambition and associated investment, for consideration as part of the upcoming budget process.”***



# Benchmarking Research

# Brighton and Hove City Council



# Brighton and Hove City Council

## **Context:**

- 2019 – Chemical usage stopped, 2024 – Glyphosate reintroduced due to network deterioration

## **Current Status:**

- Recovery phase (estimated 3 years), focusing on hotspots & safety-critical areas

## **Treatment Programme:**

- Controlled Droplet Application to reduce glyphosate concentration
- March-Sept: 3 treatments (considering reduction to 2)
- Advised higher initial concentration, then gradual reduction

## **Scale & Cost:**

- Network: 456km linear highways vs CC's 1,737km urban highways network
- £300k chemical contract (covers approx. 70% of Brighton)

## **Partnerships:**

- Opt-out scheme (40 streets); coordination/resource challenges

## **Next Steps:**

- Trial alternatives (e.g., electric equipment), expand exclusion zones & reduce chemical reliance, Improve volunteer engagement

# APSE/FHRG – Weed Control Information

Information from approximately 70 different Local Authorities (2018-2024)

## Summary:

- Glyphosate use remains dominant (in highways/specific areas) – cost effective and reliable but environmental/ health/ regulatory concerns
- Alternatives trialled have higher costs, increased labour/energy requirements and reduced effectiveness for root kill.
- Mechanical solutions are effective on hard surfaces but have higher upfront cost, don't kill root and may damage areas weakened by weed growth.

## Key insights:

- Adoption of an Integrated Weed Management approach.
- Ambition to phase out glyphosate gradually / phase in sustainable practices
- Improve public communication.
- Invest in research and innovation.

## FHRG:

- Mirrors the APSE findings and places further emphasis on long-term concerns over use of glyphosate – legislative review scheduled for 2026.

# Options Considered for Weed Removal



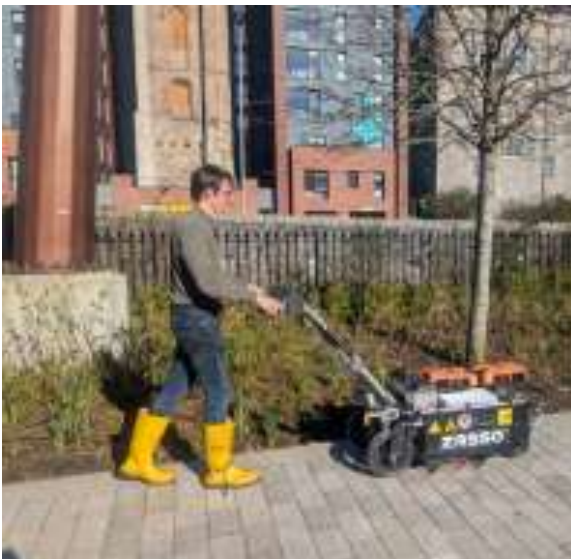
**Powered Brush**



**Thermal Lance**



**Hot Water**



**Electricity**



**Acetic Acid/ Glyphosate**

Advantages and disadvantages of three approaches to weed control on hard surfaces.

	Advantages	Disadvantages
<b>Chemical</b>	<ul style="list-style-type: none"> <li>○ Quick</li> <li>○ Efficient</li> <li>○ Cost effective</li> <li>○ A fixed number of treatments per growing season</li> <li>○ Fewer greenhouse gas emissions</li> </ul>	<ul style="list-style-type: none"> <li>○ Pesticide losses to the environment</li> <li>○ Potential for herbicide resistance</li> <li>○ Public perception of spraying chemicals</li> </ul>
<b>Integrated</b>	<ul style="list-style-type: none"> <li>○ Reduced risks associated with pesticide use</li> <li>○ Less pesticide PPE required</li> </ul>	<ul style="list-style-type: none"> <li>○ Increased greenhouse gas emissions</li> <li>○ Monitoring required</li> <li>○ Increased costs (x2)<sup>2</sup></li> <li>○ Increased no. of treatments (2-6)</li> </ul>
<b>Non-chemical</b>	<ul style="list-style-type: none"> <li>○ Avoid the risks which may arise from pesticide use</li> <li>○ No pesticide PPE required</li> </ul>	<ul style="list-style-type: none"> <li>○ Greater greenhouse gas emissions</li> <li>○ Increased monitoring</li> <li>○ Greater costs (x8)<sup>2</sup></li> <li>○ Persistent perennial weeds</li> <li>○ Increased number of treatments (3-6)</li> </ul>

# Options Presented to Cabinet

## **Option A: Baseline Model – Keep things as they are**

Retains current minimal standards with no extra investment, causing asset decline and rising public dissatisfaction.

## **Option B: Enhanced Environmental Care**

Increases maintenance for amenity and biodiversity areas, additional cutting to amenity space, edging, and giving biodiversity areas a 'cared for' image.

## **Option C: Hotspot Manual Intervention**

Targets 10-20 areas yearly using mechanical and manual means to clear areas of significant growth, the intention would then be for these areas to be chemically treated and swept.

## **Option D: Chemical Weed Treatment**

Reintroduces chemical herbicides up to three times a year on the Highway network only to reduce weed growth for a short period to bring sites back to a good standard.

## **Option E: Comprehensive Recovery**

Combines Options B-D method above for full network recovery and sustained maintenance.

# Additional Actions

## Valuing Local – Working with Communities:

- Enhance civic pride, support local delivery, expand volunteering.
- Coordinate town/parish contributions and explore co-investment.

## Public Realm Actions:

- Promote Urban Verge Service Level Agreements and biodiversity-friendly cutting regimes.
- Volunteer training, Keep Cornwall Clean initiatives, exploring further devolution.

## Feedback from DLT/CDT:

- Improve consistency across Cornwall Housing land.
- Support opt-out options for chemical use with agreed standards.
- Strengthen links with Community Wellbeing (graffiti, cleansing).



# Cabinet Decision

To progress Option E and to deliver the additional actions

## **What does this mean?**

Combine B, C, and D to recover the network and then maintain it. Along side this to work with volunteers and partner organisations to realise the best possible outcome for Cornwall.

Impact: High and long-lasting sustainable improvement.

Funding split (agreed over 3 years):

33% for Environment increased maintenance (Option B)

14% for Manual Removal of Weeds in Problem Areas (Option C)

53% for Highways chemical weed control (Option D)



# **How the Council plans to deliver Cabinet's requirement**



# **1. Improvements to the Environment Assets**

# Amenity Enhancement/ Rewilding Urban Greenspace/ Verges

- Enhanced cutting on amenity areas.
- ‘Opportunity/ Positive’ outcome arising from lockdown...delivered fresh approach to urban verge management.
- Best practice from Making Space for Nature project.
- No cutting through spring/ summer reintroduce edging, sight lines & on-site infrastructure cutting.
- Change of machinery/ ‘cut & collect’ compared to ‘drop’ to improve appearance, reduce nutrients/ enhance biodiversity.



# Workforce Development & Fleet Changes

- Operational team training with ecologists, empowering teams to make local decisions with communities.
- Further investment of specialist machinery to provide efficient, sustainable equipment using new technology.
- Review / expand MS4N towns where operating 'cut and collect'.
- 'Urban Rangers' to facilitate growth in volunteering and social prescribing.



300 to 400mm edging strips

Maintain clear sightlines

Mow around street furniture/ amenities

Undulating 'Scalloped' edges

Mow paths/ desire lines



## **2. Improvement to the Highway Asset**

# Targeted Treatment of Estates Mirroring Pilot



# Pilot- Hallane Road & Trenarren, Treverbyn



# Targeted Chemical Weed Treatment

**This is not a return to blanket weed spraying.**

- We will use a diluted glyphosate mix, this is widely used and HSE-approved for safe use on public highways and in amenity areas.
- This will be applied by Controlled Droplet Application (CDA).
- We will only treat within Urban limits (within reduced speed limits).
- We will not treat Zone 1 areas as they're managed by Biffa through the waste contract.
- We will not treat roads which are weed free.
- We will only treat areas of roads that have weeds present.
- Because of the above the quantity of glyphosate used will significantly reduced from 2013 volumes.
- There will be an opportunity for Town and Parish Councils to Opt Out.



# When and How Will We Undertake Treatment

1<sup>st</sup> Application - May to June 2026

2<sup>nd</sup> Application - August to September 2026

- Exact dates and streets cannot be confirmed in advance due to weather, resources, and operational changes.
- Streets with no visible weeds will not be treated.
- The first application will follow the 2013 coverage maps; the second will be updated to reflect changes to Waste Zone 1 and newly adopted highways.
- Weeds will take several weeks to die and turn brown. The herbicide only affects green, actively growing weeds; new growth after treatment will not be affected.
- Once dead, weeds will dry, break down, and be removed by Biffa as part of routine street cleansing, coordinated with treatment cycles.



# Opt-Out

- All Town and Parish Councils are opted in by default they may opt out through a formal process.
- Opting out of chemical treatment also means opting out of targeted estate treatments.
- Cornwall Council will contribute only the pro-rata chemical-treatment amount per km, and not the targeted-treatment funding.
- Contribution depends on the Town / Parish demonstrating they can meet equivalent service standards and protect asset integrity.
- Opted-out Councils must hold public liability insurance.
- Failure to meet the agreed standards means the Town / Parish cannot opt out the following year.
- Opt-out forms and details will be issued shortly via CAPs.

# Summary

- Highways, Environment and Waste teams are working together to deliver coordinated public realm improvements.
- The Environment estate will see enhanced amenity cutting and improved natural wildflower areas.
- Volunteering and local ownership of site management will be encouraged.
- After reviewing all options, chemical treatment is the only practical way to deliver a consistent, affordable standard across the highway network.
- Only roads with visible weeds will be treated; weed-free roads will be skipped.
- We will not treat weeds in grass verges or shrub beds, and we will not use neonicotinoids.
- Town and Parish Councils may opt out and manage areas themselves if they can match the same non-chemical standard; the Council will review its own approach where this is demonstrated.
- Chemical use will be tightly controlled and limited to the initial recovery phase (expected to last at least three years).



## Thank you / Meur ras

We welcome your questions or comments

## **Public Realm Improvement & Weed Management FAQ**

### **Why are weeds a problem in the public realm?**

- Weeds damage paved surfaces, allowing water penetration and long-term deterioration.
- They block drainage channels, increasing flooding risk.
- Overgrowth narrows footways and harms resident perception of care, safety, and amenity.

### **What is Cornwall Council legally required to do about weeds?**

Cornwall Council must:

- Maintain safe and serviceable highways.
- Control noxious weeds under the Weeds Act 1959.
- Prevent spread of invasive species such as Japanese Knotweed under the Wildlife & Countryside Act 1981.

### **Didn't Full Council ban glyphosate in 2016? How can Cabinet now approve its use?**

No—Full Council did not introduce an absolute ban. The 2016 motion required glyphosate use to cease *as funding for alternative treatments became available*, and this funding has never become available.

It also allowed continued use where needed to control Schedule 9 invasive plants **or** to reduce material risks to asset integrity.

Because unmanaged weed growth since 2013 is now causing kerb, drainage and footway deterioration, the targeted use of diluted glyphosate on the urban highway network is required to reduce material risks to asset integrity.

### **Why did routine weed treatment stop after 2013?**

Routine highway weed spraying ceased in 2013 as a budget saving measure, not for ecological, legislative or safety reasons.

### **Why is chemical treatment being reintroduced now?**

Cornwall Council's modern strategy complies with the 2016 decision while recognising operational realities:

- The proposal for targeted, minimal glyphosate use on highways is to reduce material risk to asset integrity.

- Benchmarking with 70 authorities shows no alternative is as cost effective for killing roots in hard surfaces.
- Manual methods alone cannot maintain 1,700+ km of urban highway after 13 years without treatment.
- Glyphosate approval remains in place nationally

Chemical use is intended to be tightly controlled, targeted only at visible weeds, and limited to the three-year recovery phase.

### **Why can't Cornwall Council just use non-chemical methods and avoid glyphosate entirely?**

Extensive trials by Cornwall Council and benchmarking with around 70 other local authorities showed that non-chemical methods such as hot water, foam, acetic acid, powered brushes and electrical devices are significantly more expensive, often less effective at root-kill, and can cause infrastructure damage on weakened surfaces.

Non-chemical options alone cannot maintain Cornwall's 1,700+ km of urban network to the required standard. Chemical treatment is therefore required in a limited, targeted way alongside manual/mechanical clearance.

### **Is glyphosate safe to use in public spaces?**

Cornwall Council will use a highly diluted glyphosate mixture (1:40) that is approved by the Health & Safety Executive (HSE) for use on public highways, amenity areas, private land and gardens.

Application is carried out using Controlled Droplet Application (CDA), which produces large droplets, minimises drift, and targets only the weeds growing in the kerblines and channels.

National regulatory approval for glyphosate remains meaning it continues to be assessed as safe for its permitted uses under UK law.

Cornwall Council does not and will not use neonicotinoids and does not plan to use glyphosate in grassed verges, planted areas, or wider greenspace except to prevent spread of invasive species such as Japanese Knotweed under the Wildlife & Countryside Act 1981.

Planned use will be limited, highly controlled, and restricted to hard-surface locations where weeds pose structural and safety risks.

## **Why will operators wear PPE if glyphosate is safe?**

PPE is required because all herbicides—whether permitted, diluted, or low-toxicity—must be applied in line with product labels, HSE requirements, and best-practice safety procedures.

The PPE worn by staff protects them from:

- Accidental splashes during mixing, handling, or equipment maintenance.
- Prolonged contact when working at close range.
- Exposure during decanting or refilling, which carries higher concentration risk than the applied spray.

Cornwall Council's operators also use PPE because:

- The Council must comply with herbicide label instructions and operator-safety rules enforced nationally.
- All treatment is delivered by trained and certified staff using BASIS-advised methods, as required in the Council's own weed-treatment policies.

PPE is therefore a standard professional safety measure, not an indication that the public is at risk. It ensures compliance with legislation and protects staff who handle the product directly.

## **What treatment will be carried out?**

- The treatment of urban highways only, and only where weeds are present.
- Excludes Zone 1 streets (waste contract) and excludes verges/landscaped areas.
- Two treatment windows: May–June and Aug–Sept.
- Manual/mechanical clearance on worst estates before chemical treatment.
- Application via Controlled Droplet Application (CDA) using diluted glyphosate.

## **How will chemical treatment be applied?**

- Precise CDA low-drift method.
- Applied at 1:40 dilution, meeting the legal requirement of 25 ml active ingredient per litre of water.
- Only the kerb-to-channel hard surface is treated.
- This is not blanket spraying.

## **How much will treatment cost?**

Based on two annual treatments across 1,515 km:

- Total annual estimated cost circa £520,000
- Equivalent to £343.45 per km per year.

## **What trial of purely mechanical treatment has been undertaken?**

A trial was recently undertaken in Treverbyn Parish, St Austell this showed:

- Significant waste was generated - over 14 tonnes of waste removed.
- Manual works alone produce quick improvements but weeds rapidly regrow.
- Tap-root species require follow-up chemical treatment otherwise they quickly grow back.

## **What options were presented to Cabinet?**

Cabinet asked for "costed options with different levels of ambition".

Options ranged from doing nothing to full recovery.

Cabinet selected the comprehensive recovery option, combining enhanced maintenance, hotspot manual removal, and targeted chemical treatment.

## **How does the opt-out scheme for Town & Parish Councils work?**

T&PCs are opted in by default, but may opt out if they can:

- Maintain equal or better standards than the Council.
- Prevent asset deterioration and keep kerb lines clear.
- Handle all weed-related complaints.
- Provide a full-season delivery plan and maps.
- Hold appropriate public liability insurance.

Opting out also means losing access to targeted estate-clearance work.

## **How much funding will opt-out councils receive?**

Only the pro-rata chemical-treatment value (approx. £343.45/km/year) is contributed, and only if a plan is in place to deliver equivalent standards to the Council. No additional labour, manual-clearance or waste collection funding is provided.

## **What happens if an opted-out council cannot maintain standards?**

The Council will offer support.

If standards are still not met, the opt-out is withdrawn for the next season and the area returns to the Council programme.

## **How are noxious and invasive weeds treated?**

- Japanese Knotweed and Schedule 9 species continue under multi-year specialist programmes, with controlled-waste requirements.
- BASIS-qualified adviser involved for method selection and compliance.

## **How does this policy support environmental commitments?**

This policy will:

- Continue biodiversity-focused verge management and supports the Local Nature Recovery Strategy.
- Chemical use remains minimal, targeted, and time-limited.

## **How will residents benefit?**

Residents can expect:

- Clearer, safer footways and kerb lines.
- Improved drainage performance.
- Better appearance and community pride.
- More consistent standards across the network.

## **How will you ensure chemical use is kept to a minimum?**

Chemical treatment is restricted to:

- urban highways only,
- reduced-speed areas,
- locations where weeds are actually present,
- two tightly controlled windows per year,
- application via low-drift Controlled Droplet Application (CDA).  
There is no blanket spraying, and untreated/weed-free roads are skipped entirely.

**Will residents see dead brown weeds left in place for long periods?**

After treatment, weeds die back over several weeks. Their removal is coordinated with Biffa through routine street cleansing cycles to avoid unsightly detritus. Timing is aligned so that cleansing follows treatment runs.

**Are there any risks to children, pets, or wildlife from the diluted glyphosate solution?**

When used correctly, the risk to children, pets, and wildlife is very low.

Cornwall Council will use an HSE-approved glyphosate product at a highly diluted 1:40 ratio and apply it using Controlled Droplet Application (CDA), which produces large droplets and minimises spray drift.

Treatment is targeted only to kerb lines and hard surfaces where weeds are present.

Glyphosate continues to have national regulatory approval, and its use is tightly controlled under UK law to ensure it is applied safely and in a way that reduces exposure to people and animals.

**Who decides which streets get treated?**

Route selection is based on:

- the 2013 network maps (for the first application),
- updates for newly adopted roads and Waste Zone 1 boundaries (for the second application),
- visual inspection confirming weed presence.  
Weed-free roads are *not* treated.

**How long will the recovery phase last?**

The recovery phase is expected to take a minimum of three years, after which weed growth should be at a manageable baseline for ongoing non-chemical maintenance.

**What happens if weather conditions prevent scheduled treatment?**

Exact dates cannot be guaranteed in advance because herbicide requires dry, still conditions with appropriate drying time. Treatments may be adjusted or rescheduled to ensure legal and safe application.

**Why can't Town or Parish Councils opt out of only *some* streets?**

Opt-outs must be for whole areas, not individual streets, to ensure consistent asset protection, clear responsibility, and enforceable performance monitoring. Partial or street-by-street opt-outs introduce safety, liability, and inspection challenges.

**How does this link to the Local Nature Recovery Strategy and pollinator commitments?**

Chemical use remains minimal and targeted, only on hard surfaces where weeds pose structural or safety risks. The programme sits alongside biodiversity-focused verge management, "cut and collect" operations, and the Pollinator Action Plan endorsed since 2016. No use of neonicotinoids is planned and the impact on flowering weeds and therefore pollinators will be minimal and should be more than offset through the improved environmental maintenance.

**How will the public be kept informed?**

Public-facing communication will explain:

- treatment windows,
- what to expect visually,
- why some roads are skipped,
- how dead weeds will be removed,
- options for Town and Parish Councils to opt out.

This supports transparency and helps manage expectations.



Town / Parish Council  
Weed management  
Opt out Agreement

2026-27

DRAFT

This Agreement is made the first day of April Two Thousand and Twenty Six

BETWEEN

(1) The Cornwall Council of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY (the "Authority")

and

(2) \_\_\_\_\_, (the "Council")

each a "Party" and together the "Parties"

### **BACKGROUND AND AIMS**

- A) The Authority and the Parish Council are local authorities for the purposes of the Local Government Act 1972 ("the Act")
- B) The Authority is the local highway authority for the purposes of the Highways Act 1980 and is responsible for ensuring (inter alia) the highways maintainable at public expense within its administrative area and classified as public realm areas by the Authority are managed so as to mitigate damage from weed growth.
- C) By virtue of Section 101 of the Act, section 19 of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 a local authority may arrange for the discharge of any of its functions to any other local authority.

### **OPERATIVE PROVISIONS**

#### DEFINITIONS & INTERPRETATION

- 1.1 In these terms and conditions unless there is something inconsistent in the context or otherwise specified, the following expressions shall have the following meanings:

"Agreement" means these terms and conditions and any and all Schedules to this Agreement as the same may be amended, modified or supplemented from time to time in accordance with this Agreement.

"Annual Agreement Sum" means the payment made to the Parish Council by the Authority as detailed in the Schedule

"Commencement Date" means 1<sup>st</sup> April 2026

"Expiry Date" means 31<sup>st</sup> March 2027

"Japanese Knotweed" means Fallopia Japonica which is more commonly known as Japanese Knotweed.

"Schedule" means the schedules attached to this Agreement as amended by the Authority from time to time.

"Services" means the services provided by the Council as detailed in clause 2 and Schedules 1 and 2 to this Agreement.

"Term" means the period starting on the Commencement Date and ending on the Expiry Date unless terminated earlier in accordance with this Agreement.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 The singular includes the plural and vice versa and any gender includes any other gender.
- 1.4 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.5 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule, the provision in the Agreement shall take precedence over the provision in the Schedule.
- 1.6 The Schedules to this Agreement attached hereto form part of and shall be deemed to be incorporated in this Agreement.

## **2. OBLIGATIONS OF THE PARISH COUNCIL**

- 2.1 The Parish Council will discharge on behalf of the Authority the following Services in relation to the highway throughout the Term:
  - (i) the management of weeds as defined and in those areas as specified in the Schedule 1 to this Agreement and such other areas as may from time to time be agreed in writing by the Parties as directed and/or according to the policies from time to time produced by the Authority;
  - (ii) the areas to be maintained as defined in the Schedule 1 to this Agreement shall be managed at regular intervals between 1<sup>st</sup> May and 30 September in any calendar year by a methods acceptable to the Authority
  - (iii) acceptable methods of weed management as defined in Schedule 2

- (iv) waste material to be removed from the highway and associated drains and disposed of in a manner approved by the Authority and in accordance with all statutory provisions
- (v) respond to and manage enquiries relating to weed treatment in the areas as defined in schedule 1 in accordance with the Authorities service standards
- (vi) Noxious and injurious plants/ weeds must be reported to the Authority and obligations of relevant legislation in relation to these met

- 2.2 The Parish Council will use all reasonable endeavours to conform to the Schedules when carrying out the Services including the use of common forms and documentation
- 2.3 The Parish Council shall carry out the said Services in accordance with the requirements of the Highways Act 1980 and all other relevant statutory provisions.
- 2.4 The Parish Council will ensure that all persons involved in the exercise of the Services shall hold the appropriate recognised qualifications.

### **3. OBLIGATIONS OF THE AUTHORITY**

- 3.1 The Authority will not introduce any changes to the administrative procedures without prior consultation with the Parish Council.
- 3.2 Any required variation to the Services brought about by changes to the Authority's policy shall be communicated to the Parish Council.
- 3.3 The Authority shall provide the Parish Council with any advice on receipt of a reasonable written request in respect of the requirements of the Highways Act 1980 and all other relevant statutory provisions.
- 3.4 The Authority shall if reasonably requested by the Parish Council provide advice in order to assist the Parish Council in performing its Services under this Agreement.

### **4. FINANCIAL PROVISIONS**

- 4.1 All invoices will be submitted by the end of November to the Authority by the Parish Council in accordance with the Schedule to this Agreement after the work has been carried out but within the same financial year.
- 4.2 The Parish Council shall keep an account of all expenditure and

paperwork incurred in the exercise of the Services and to provide such information to the Authority on demand.

- 4.3 The Authority shall pay the Annual Agreement Sum in accordance with Schedule 1 to this Agreement to the Parish Council upon receipt of valid invoices.
- 4.4 For the avoidance of doubt the Annual Agreement Sum shall be inclusive of all administrative costs incurred by the Parish Council and the Authority in exercising the Services.

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- 4.5 The Authority will pay all valid and correct invoices submitted in the appropriate form within 30 days of receipt.

## **5. JAPANESE KNOTWEED**

If during the performance of the Services, the Parish Council discovers the presence of Japanese Knotweed growing or placed within the highway, the Parish Council shall ensure that it provides the Authority (CORMAC Solutions Ltd) with details of the affected site as soon as reasonably practicable in accordance with Schedule 3 to this Agreement. The Parish Council shall not cut or dispose of the Japanese Knotweed.

## **6. SAFETY**

- 6.1 The Parish Council or its agents shall ensure that Services are undertaken in accordance with any law or regulation at all times, including but not limited to:
- Chapter 8 of the Traffic Signs Manual.
  - New Roads & Street Works Act 1991

## **7. INDEMNITY**

- 7.1 The Parish Council will be liable for all Services undertaken pursuant to this Agreement and shall indemnify the Authority and keep the Authority fully indemnified against any demands, claims, liabilities, losses, costs and expenses whatsoever including all legal costs and damages or compensation paid by the Authority on the advice of its legal advisers to compromise or settle any claim that may be incurred by Authority as a result of any breach of this Agreement by the Parish Council including but not limited to ;
- a) any act of neglect or default of the employees Parish Council or its agents;
  - b) any breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

## **8. INSURANCE**

- 8.1 The Parish Council shall insure against liability under Clause 8 of this Agreement with a reputable insurance company in a sum of not less than £5,000,000 respect of any one claim and shall produce the certificate for the current premium to the Authority on request.

The Parish Council shall not sub-contract any or all of its obligations under this Agreement to a sub-contractor unless the sub-contractor has first produced to the Parish Council proof of him having employer's liability insurance and public liability insurance from a reputable insurance company covering a minimum of £5,000,000 in respect of any one claim and the Parish Council shall produce the certificate for the sub-contractor's current premium to the Authority on request.

## **9. FREEDOM OF INFORMATION**

- 9.1 Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to the formation of this Agreement;

- (i) the Authority shall be entitled to publish and/or release any and all terms or conditions of this Agreement, the contents of any documents and/or information relating to the formation of this Agreement under the provisions of the Freedom of Information Act 2000 and/or Data Protection Act 1998
- (ii) nothing contained in this Agreement shall prevent the Authority from disclosing and/or publishing under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000 any term or condition or information contained in or relating to the formation of this Agreement

- 9.2 The Parish Council shall:

- (i) co-operate with the Authority and supply to it all necessary information and documentation required in connection with any request received by the Authority under the Data Protection Act 1998 and/or Freedom of Information Act 2000
- (ii) supply all such information and documentation at no cost to the Authority and within seven days of receipt of any request.

- 9.3 The Parish Council shall not publish or otherwise disclose any information contained in this Agreement or in any negotiations leading to it without the Authority's previous written consent unless the Parish Council is bound to publish and/or disclose such information under the Data Protection Act 1998 and/or Freedom of Information Act 2000 and such information is not exempt from such disclosure and/or publication under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000.

## **10. TERMINATION**

- 10.1 Either Party may terminate this Agreement for whatever reason at any time prior to the Expiry Date by giving not less than 6 months written notice to the other Party to include details of the reasons for the termination.
- 10.2 In the event of any breach by the Parish Council the Authority shall serve written notice upon the Parish Council giving details of the breach along with the remedy required. Failure by the Parish Council to remedy the breach within 14 days will result in the Authority terminating this Agreement.

## **11. DISPUTE RESOLUTION**

- 11.1 In the event of any dispute between the Parties arising in connection with this Agreement, the Parties shall use all reasonable endeavours to resolve the matter on an amicable basis. If the Authority or the Parish Council serves formal written notice on the other that a material dispute of such a description has arisen and the Parties are unable to resolve the dispute within a period of 30 days from the service of such notice, then the dispute shall be referred to a mediator for alternative dispute resolution and Parties shall seek in good faith to resolve the dispute by alternative dispute resolution.
- 11.2 The cost of the appointment of a mediator and the fees and expenses relating to the alternative dispute resolution are to be paid in equal shares by both Parties.

## **12. AMENDMENTS**

Any amendments to this Agreement shall be made in writing and signed by a duly authorised representative of the Parties.

### **13. NOTICE**

Any notice given under this Agreement shall be in writing and shall be sent to the address of the other Party as set out at the Head of this Agreement or such other address as that Party may from time to time notify to the other Party.

### **14. PARTNERSHIP AND ASSIGNMENT**

14.1 Nothing in this Agreement shall be construed as establishing or implying any partnership, joint venture, agency fiduciary relationship or other relationship between the Parties other than a contractual relationship expressly provided for by this Agreement. Neither Party shall have nor represent that it has any authority to make any commitments on the other Party's behalf.

14.2 This Agreement shall not be assigned, transferred nor the performance of any or all obligations hereunder sub-contracted by the Parish Council without the prior written consent of the Authority, such consent to be at the absolute discretion of the authority.

### **15. THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to and does not give any person who is not a Party to it any right to enforce any of its provisions.

### **16. ENTIRE AGREEMENT**

This Agreement sets out the whole agreement of the Parties in respect of the Services and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

## **17. FORCE MAJEURE**

No party shall be considered in breach of its obligations under this Agreement or responsible for any delay in carrying out such obligations, if the performance thereof is prevented or delayed wholly or in part as a consequence whether direct or indirect of war (whether war be declared or not) emergency, strike, industrial dispute, accident, fire, earthquake, flood, storm, tempest or any other unforeseen occurrence. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months either Party may terminate this Agreement by written notice to the other Party.

## **18. LAW AND JURISDICTION**

This Agreement shall be governed by English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

IN WITNESS whereof the Parties have entered into this Agreement by signature of their respective duly authorised representatives, the day and year first above written.

Signed by a duly authorised officer for and on behalf of Cornwall Council

Signed by and on behalf of

Parish Council

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## **SCHEDULES**

### **Schedule 1**

Management of all common weeds including:- dandelion, dock, buttercup, daisy, nettles, bramble, bindweed, thistle, ivy, buddleia, spurge, hawksbit, valerian, knapweed, common ragwort, ribwort plantain, campion, trefoil, silverweed and parsley can be cut or strimmed as long as the operative is wearing appropriate PPE.

**NOTE** Invasive and injurious weeds such as Japanese Knotweed, giant hogweed, common hogweed, winter heliotrope, monkshood, deadly nightshade and hemlock (including hemlock water dropwort) should not be cut or strimmed as this can cause injury, poisoning or allow the plants to spread. If any weed cannot be identified specialist advice should be sort from Cornwall Council.

Treatment area Maps (weed maps from 2013 initially)

**Schedule 2**

Acceptable weed management methods

Manual hoeing, cutting and chopping

Power brush

Thermal lance

Hot water

Electricity

Strimming

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**Schedule 3**

## Japanese Knotweed

Further information on Japanese Knotweed and its current locations within Cornwall can be found on our website

[www.cornwall.gov.uk/environment/knotweed](http://www.cornwall.gov.uk/environment/knotweed)

**Japanese Knotweed in Cornwall****Recording Sheet**

Thank you for contributing towards Cornwall Council's survey of Japanese Knotweed in Cornwall. Records will be computerised and made available for public information. The information will be used for nature conservation, research, education and to target a co-ordinated approach to controlling Knotweed. It will also be shared with the Botanical Society of the British Isles. Please fill in the information below as accurately as possible and return to: The Natural Environment Service, Cornwall Council, New County Hall, Truro, Cornwall, TR1 3AY.

Name	
Address	
Telephone Number	
Email Address	
Date of Record	
Location of Knotweed	
Six-Figure grid reference for the Centre of the Knotweed Stand	

(To obtain a six-figure grid reference, locate the centre of the Knotweed on an Ordnance Survey map. Each map should have written guidance regarding the National Grid Reference System, and how to obtain a grid reference. For instance, the six-figure grid reference for the post box on the top of Brown Willy Tor, Bodmin Moor, is SX 159 800.)

How long has Knotweed been known at this site?	
--	--

Please indicate the type/s of habitat covered in Knotweed by ticking the appropriate box:

Rivers edge	Hedge	Farmland	Amenity area	
Derelict land	Garden	Woodland	Public site	
Roadside verge	Industrial /Business site	Railway embankment	Other	

You are not obliged to complete the Section below concerning ownership, but this information may be of use to us.

Name, Address and Phone Number of Landowner, if known.	
--	--

(Please indicate on the sketch map if the Knotweed covers ground owned by more than one owner.

SKETCH MAP (Please remember to include details regarding location, distribution and the nearest road, river and/or habitation).



Area of ground covered by Knotweed	
Length	
Width	
Percentage of dense cover (Knotweed only)	
Percentage of partial cover (Knotweed and other plants)	

Thank you for your assistance

This survey is being undertaken on behalf of the Japanese Knotweed Control Forum for Cornwall which has a wide membership of organisations and individuals committed to controlling the spread of Japanese Knotweed in Cornwall.

# **Opt-out Guidance for Town and Parish Councils**

## **1. What's happening?**

Cornwall Council's Cabinet has instructed the Highways and Environment Service to improve weed management and the overall condition of the public realm. Over the next three years, our contractor, Cormac Solutions Ltd, will deliver a recovery programme that includes:

- Spot mechanical or hand clearance in areas with significant weed growth
- Enhanced environmental maintenance to better manage urban green spaces within housing developments
- Targeted, carefully controlled chemical treatment on urban highways only, and only where weeds are present

Further details are provided in the enclosed Member Briefing and FAQ document.

All town and parish councils are 'opted in' by default unless an opt-out application is submitted.

## **2. Can we opt out of Cornwall Council's treatment programme?**

Yes — but only for whole parish areas and where a town or parish council can demonstrate that it can maintain standards equivalent to or better than those planned by Cornwall Council.

Councils choosing to opt out will need to enter into an agreement similar to existing grass-cutting agreements.

Please note opting out of chemical treatment also means opting out of the proposed spot mechanical clearance & enhanced environmental maintenance.

### 3. Will funding be provided if we opt out?

Cornwall Council will provide funding equivalent to the cost of chemical treatment that would otherwise have been applied locally — provided the Town or Parish council demonstrates through the application process that it will deliver an equivalent level of treatment and customer complaint management.

For 2026/27, the expected contribution is £343.45 per km.

Additional costs, such as increased manual clearance, must be funded by the Town or Parish Council.

Please note that if councils intend to deliver a lower standard than Cornwall Council (2 effective treatments per year and arising waste collected) they will not receive funding.

### 4. How do we apply to opt out?

We recognise that time is limited ahead of the planned start date. For this reason, we propose an initial notification with a temporary hold, followed by a formal agreement process.

**Initial notification** – due by 20<sup>th</sup> April 2026: submitting the enclosed opt-out form by this date will place a temporary hold on Cornwall Council carrying out treatment in your area.

**Formal agreement** – due by 20<sup>th</sup> May 2026: to confirm the opt-out for the 2026/27 financial year, councils must submit an operational plan by this date including:

- a marked-up plan showing streets that will be maintained by the Town/Parish
- proposed method(s) of treatment
- expected frequency of visits – minimum of 2
- how weed-related complaints will be managed
- how promptly issues will be addressed
- evidence of trained staff or contractors
- appropriate insurance
- details of safe working procedures

Submitting this information will extend the temporary hold while both parties work to finalise the agreement.

Following review, we will draft the formal opt-out agreement. An example draft is attached, though still subject to legal review. Once signed, the agreement will apply to the full financial year.

## **5. What if we cannot deliver what we are committed to?**

We will work with councils to help improve performance where needed.

However, if standards fall below the agreed level and do not improve despite support, the opt-out will be withdrawn for the following season and the area will return to Cornwall Council's treatment programme.

# Public Realm Improvement and Re-introduction of Weed Treatment

## Opt-out Form

We \_\_\_\_\_ Parish / Town Council wish to opt out of Cornwall Councils public realm improvement and re-introduction of weed treatment provision.

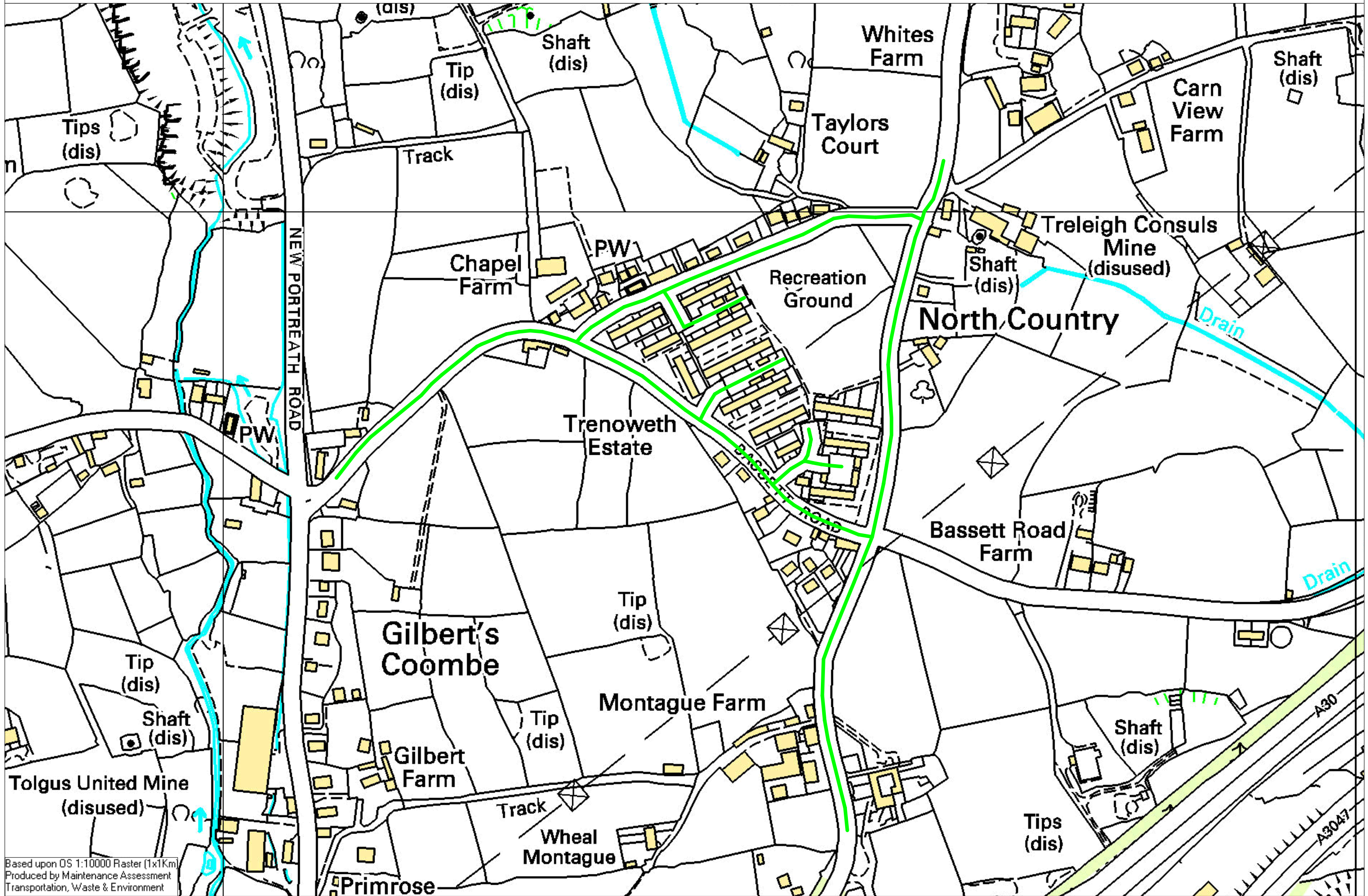
This decision was made by \_\_\_\_\_ (name & position)

on \_\_\_\_\_ (date)

with delegated authority to do so by \_\_\_\_\_ Parish / Town Council

Signed \_\_\_\_\_ Clerk to \_\_\_\_\_ Parish /Town Council

**Note: Opt-out forms must be received by Cornwall Council Community Link Officers by midday 20<sup>th</sup> April 2026.** However, if meeting this deadline is not possible because you will not be able to consider this at a council meeting before this date, please can you let your CLO know the earliest you will be able to make a decision, Cornwall Council will confirm if this can be accommodated.



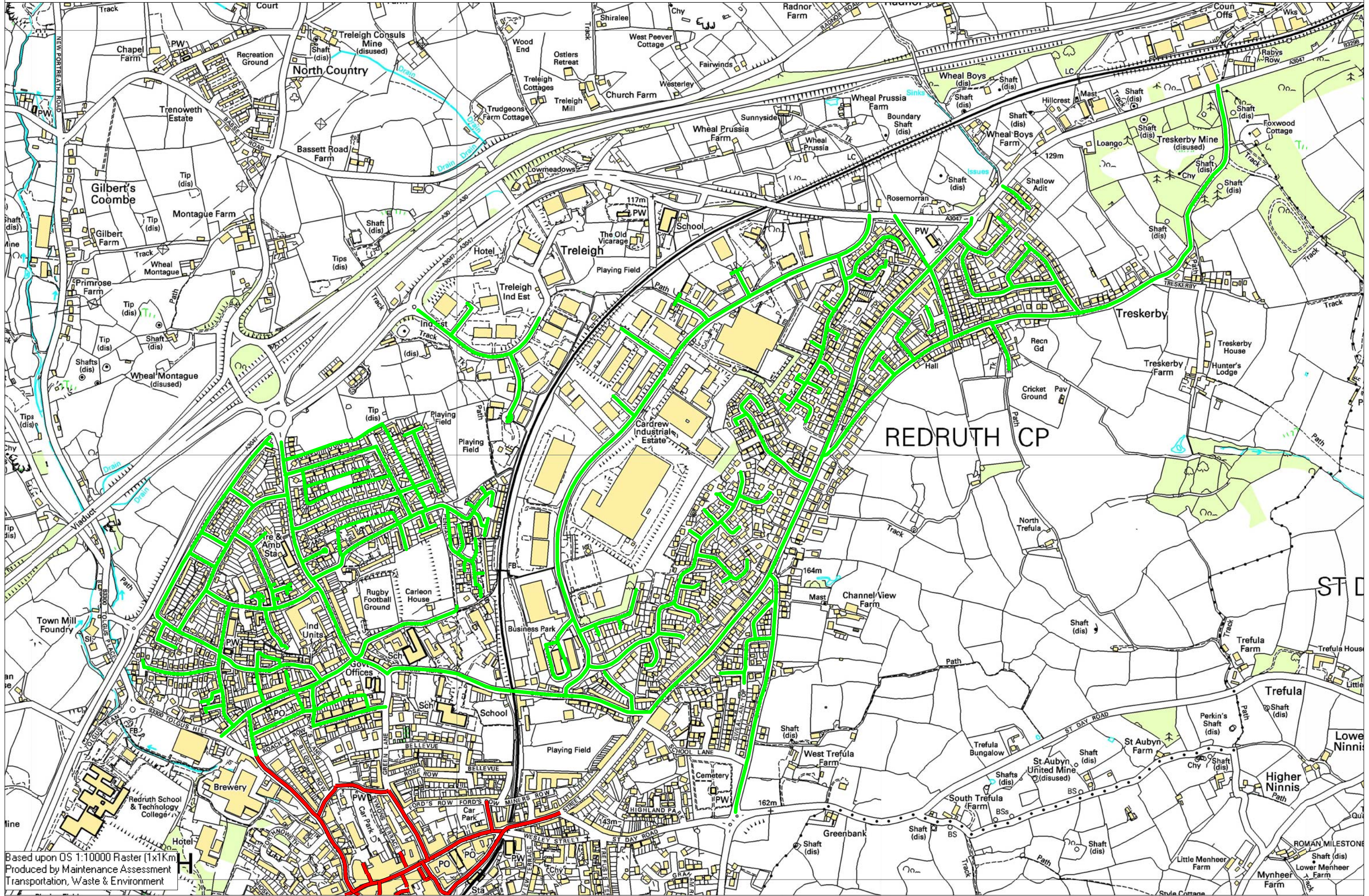
Based upon OS 1:10000 Raster (1x1Km)  
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Scale 1:3000

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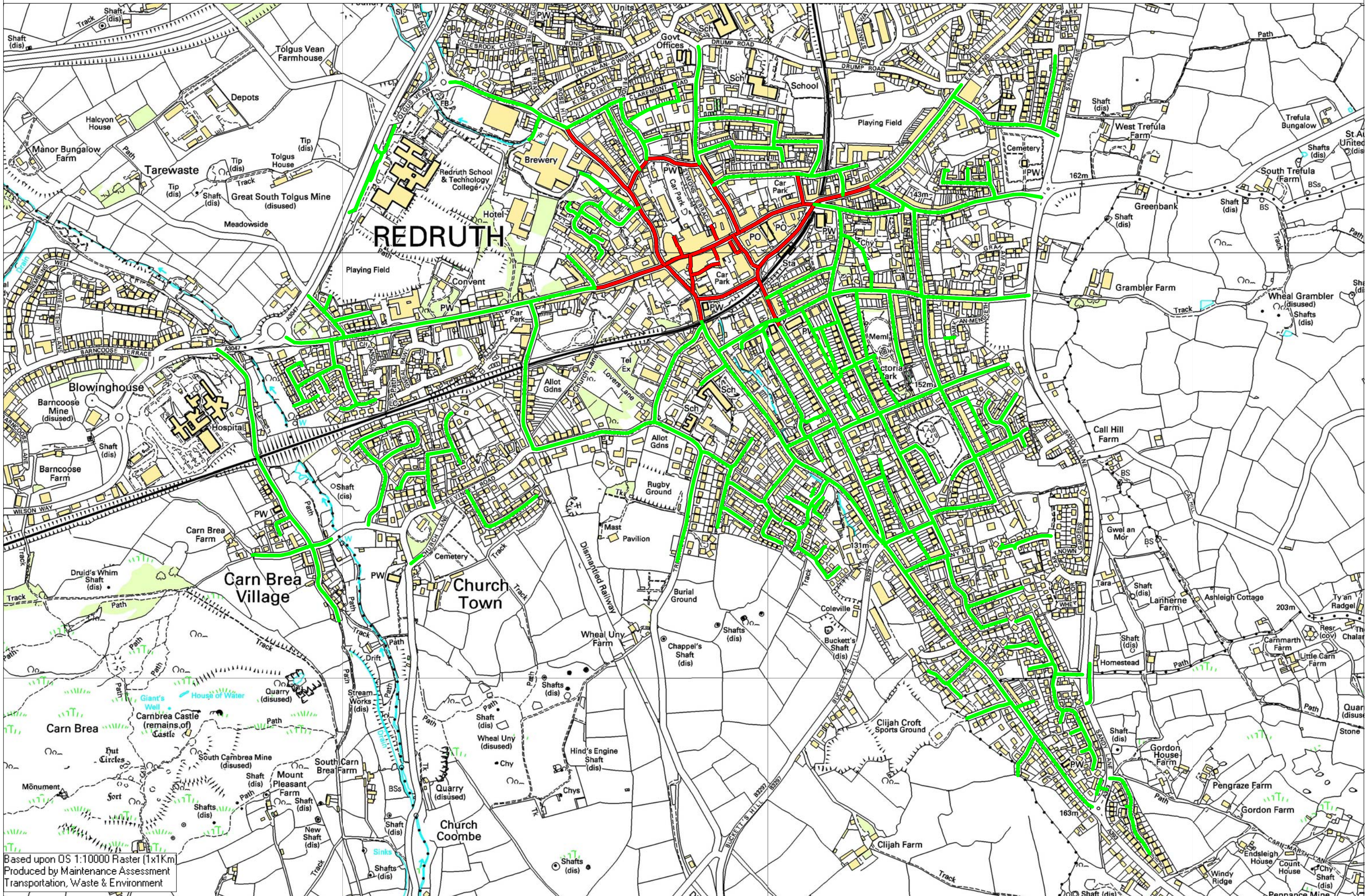


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