

Government of Newfoundland and Labrador Department of Environment and Climate Change

Company Name

PESTICIDE VENDOR LICENCE NO: 23-XXX ISSUE DATE: XX, XX, 2023 EXPIRY DATE: XX, XX, 2028

Vendor Terms and Conditions **Domestic Category**

- 1. For the purpose of this licence the *Environmental Protection Act SNL 2002 cE-1*. and the *Pesticides Control Regulations*, 2012, shall apply.
- 2. The handling of all pest control products (pesticides) shall be conducted in strict compliance with the product label registered under the authority of the *Pest Control Products Act* (Canada).
- 3. The vendor shall only purchase and sell "**Domestic Class**" pesticides as defined under the PCP Act (Canada).
- 4. In accordance with Section 14 of the *Pesticides Control Regulations*, *2012*, the vendor shall not sell any pesticide registered for use only on lawns which contain any of the following active ingredients:
 - a. 2,4-dichlorophenoxyacetic acid, commonly referred to as **2,4-D**;
 - b. Mecoprop;
 - c. Dicamba;
 - d. 2-methyl-4-chlorophenoxyacetic acid, commonly referred to as MCPA; or
 - e. Carbaryl.
- 5. The vendor shall ensure that all employees are aware of the terms and conditions of the Pesticide Vendor Licence.

- 6. The Pesticide Vendor Licence or a copy thereof shall be displayed in a conspicuous place on the premises.
- 7. The vendor shall ensure that all pesticides are stored and displayed in a manner that prevents environmental contamination or the impairment of the health and safety of any person:
 - a. pesticides shall be stored in a manner as to contain any leakage;
 - b. all display units shall be constructed of a non-absorbent or disposable material that can be easily cleaned or disposed of if a spill occurs;
 - *i.* disposal of display units contaminated with a pesticide shall be done according to manufacturer's recommendations; and
 - c. all pesticides stored or displayed outdoors shall be protected from wind, rain and other weather hazards.
- 8. Pesticides in unsealed or damaged packages or containers shall not be placed on display under any circumstance, but shall be disposed of in accordance with the manufacturer's recommendations.
- 9. In case of a pesticide spill/leak, the vendor shall ensure that:
 - a. the product is quickly contained and clean up of the pesticide occurs immediately;
 - b. staff wear the proper protective clothing while cleaning up the spill/leak; and
 - c. any damaged packages or containers are disposed of in accordance with the manufacturer's recommendations.
- 10. The vendor shall ensure that pesticides are stored and displayed at least 1 meter away and not above the following:
 - a. food and beverages intended for human or animal consumption;
 - b. personal use items;
 - c. flammable and/or absorptive materials (i.e. firewood, charcoal, paper, etc.)
 - d. seeds, fertilizers, and soils; and
 - e. items intended for animal use.
- 11. The vendor shall ensure that all rodenticides <u>not in</u> pre-packaged bait stations shall be displayed or stored at a minimum height of 1 meter above the floor.

- 12. The vendor shall ensure that there are no floor drains in areas where pesticides are to be stored or displayed.
- 13. The vendor shall, when disposing of pesticides, use an approved hazardous waste hauler and provide documentation of disposal to the Pesticides Control Section.
- 14. The vendor shall provide the annual (calendar year) sales figures of all pesticides sold from each location to the Pesticides Control Section by February 28th of the following year excluding:
 - a. Personal use insect repellents; and
 - b. Products used on animals.
- 15. The Department of Municipal Affairs and Environment reserves the right to amend the terms and conditions of this licence at any time.

November 9, 2023