

Government of Newfoundland and Labrador Department of Environment & Conservation

## **Company Name**

## PESTICIDE VENDOR LICENCE NO: 13-XXX ISSUE DATE: XXX, XX, 2012 EXPIRY DATE: XXX, XX, 2013

## 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. 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.
- 4. The vendor shall ensure that all employees are aware of the terms and conditions of the Pesticide Vendor Licence. A copy of said terms and conditions shall be posted where pesticides are stored or displayed.
- 5. The Pesticide Vendor Licence or a copy thereof shall be displayed in a conspicuous place on the premises.

- 6. 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.
- 7. 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.
- 8. 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.
- 9. The vendor shall ensure that pesticides are stored and displayed at least 1 meter from the following:
  - *a.* food and beverages intended for human or animal consumption;
  - b. personal use items;
  - c. seeds, fertilizers, and soils; and
  - *d.* items intended for animal use.
- 10. The vendor shall ensure that all rodenticides are stored or displayed at a minimum height of 1 meter above the floor.
- 11. The vendor shall ensure that there are no floor drains in areas where pesticides are to be stored or displayed.
- 12. The vendor shall provide the annual (calendar year) sales figures of all pesticides sold from each location to the Pesticides Control Section by February 28<sup>th</sup> of the following year.
- 13. The Department of Environment and Conservation reserves the right to amend the terms and conditions of this licence at any time.