



## PROCEDURE

### Use of Herbicide Spray Unit by the Public

**Implementation Date: JULY 2018**

#### 1. OBJECTIVE

The Cassowary Coast Regional Council has two Quick spray Units (a slide-on unit based in Tully and a trailer mounted unit based in Innisfail) available for use by the general public for the control of declared pests. These units are made available under Council's "Tools for Community" program as an incentive to encourage the control of declared pests on their properties.

The objective of this procedure is to cover the Council's duty of care and any subsequent test on liability.

#### 2. PROCEDURES

- i. The spray unit **must** at all times be in a sound working condition. The Natural Assets Authorised Officers are to ensure that the unit's are in good condition at all times, with a full tank of fuel and accompanied by a 5 litre container of fuel and sufficient tank cleaner to clean the tank after final use.
- ii. When a member of the public presents themselves at the Depot to take the spray unit to another location, the Authorised Officer must supervise the loading or hitching of the unit.
- iii. Upon loading the spray unit (vehicle mounted unit), the Authorised Officer will ensure that the unit is secured onto the vehicle using the attached ratchet tie-down straps. In relation to the trailer mounted unit the Authorised Officer will ensure that the trailer is correctly attached to the vehicle and all lights are operating correctly. The unit should not be allowed to leave the Depot if it cannot be secured or attached correctly and all lights are operational.
- iv. The Authorised Officer must describe and provide a copy of the operation procedure for the unit including transport, fuel use, start and stop, trouble shooting and unit cleaning (DOC 1).
- v. The user to sign a receipt indicating the spray unit has been received in an operative condition (DOC 2).
- vi. Upon return the Pest Management Officer shall inspect the spray unit and sign a receipt authorising a refund or have the user sign acceptance of loss/damage responsibility (DOC 3).

### **3. INDEMNITY FORM**

Before a member of the public takes the spray unit, an indemnity form must be completed, signed and dated by the intending user (DOC 4).

### **4. CONDITIONS OF USE**

- The spray unit may only be used by the borrower and on property owned by them.
- The spray unit will be available for collection between 7:30 – 8:30am and 3.00-4.00 pm on agreed date. This will be over a 7 day period. If the unit is not returned within the 7 day period a fee of \$10/day will be taken out of the bond.
- The spray unit will be provided to the borrower with a full tank of fuel. The borrower should refill before returning.
- The borrower will be supplied with tank wash, which should be used to wash the tank before return.
- The borrower will ensure that the use of any herbicide through the equipment will comply with the directions specified on the label for that herbicide or under an issued off-label permit.
- The borrower will be responsible for obtaining any permits required to conduct the spraying.
- The borrower will be responsible for the health and safety of any persons using the equipment while in their custody.
- The spray unit may be used without charge for a maximum of seven (7) days. After this time you will be required to pay \$10/day.
- Advance bookings are required giving a minimum of one week's notice.
- All hire bookings are to be made through the Council's Authorised Officer's located in Tully on Ph. 40680055 and in Innisfail on Ph. 4030 2287 or Customer Service on 1300 763 903.
- Payment of security bond of \$400.00 to be made at Council office's located at the Civic Centre, 38-40 Bryant Street, Tully, or 57-59 Rankin St, Innisfail, prior to collection of spray unit. This is refundable upon the return of the unit in an undamaged condition. Council receipt evidencing payment of the security bond is to be produced at time of collection from Depot.
- Borrowers to indemnify the Council in respect of any loss or damage to the unit or personal injury or property damage (DOC 4).
- Council reserves the right to refuse the use of the equipment.

### **5. DAMAGE**

The user shall pay for any wilful damage caused to the spray unit.

### **6. SECURITY BOND**

- A security bond of \$400.00 to be paid prior to taking spray unit, this bond is fully refundable upon the unit being returned undamaged.  
(note: It may take 2-4 weeks for this deposit to be returned)

## 7. SUPPORTING DOCUMENTS

1. DOC 1 Operation of spray unit
2. DOC 2 Use agreement
3. DOC 3 Service sheet
4. DOC 4 Letter of indemnity

### DOC 1 CASSOWARY COAST REGIONAL COUNCIL

#### OPERATION OF SPRAY UNIT

##### (1) PRE-START CHECKS

- Fuel
- Oil level in pump and motor
- Ensure **filter tap** is in "On" position.
- Ensure **pressure lever** is in "Bypass" position.

##### (2) ENGINE STARTING

- Turn **fuel tap** "On" position.
- Switch **choke lever** to "On" position.
- Pull start engine / Turn key if applicable.
- Switch **choke lever** to "Off" position.

##### (3) PUMP OPERATION

- Switch **remote** unit to "On" position.
- Turn **pressure lever** anti-clockwise.
- To select spraying pressure, lift **pressure lever** and turn clockwise to increase pressure. **Maximum spraying pressure 350 psi**".

##### (4) SHUTTING DOWN

- Turn **pressure lever** off to "Bypass" position.
- Stop motor and turn **key** to "Off" position.
- Turn fuel tap to "Off" position.
- Turn **remote** unit to "Off" position.

##### (5) AFTER USE

- Thoroughly clean down spray equipment to remove any plant and soil material.
- Apply clean fresh water to the tank and rinse through the spray lines to remove any herbicide residue.
- Apply the tank cleaning agent provided as per label directions.

**DOC 2 CASSOWARY COAST REGIONAL COUNCIL**

**USE AGREEMENT**

**Hirer's name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Contact Phone** \_\_\_\_\_

This form is to be signed and handed to a Council Officer **before** the herbicide spray unit leaves the Depot.

I, \_\_\_\_\_ hereby acknowledge that I have made myself aware of the condition of the equipment which has been provided to me. I also acknowledge the unit is in good condition with the following exceptions (if any).

In particular the following have been examined (please tick):

**Form to be completed when Landholder unit is taken and returned to the Revegetation Unit between the hours of 7.00am – 7.30am or 3.30pm – 4.00pm Wednesday, Thursdays or Friday**

Components	Requirements	collect	return	Comments
Brake lights and blinkers	In working order			
Tank	Flushed out and triple rinsed			
Spray hose	Flushed out, no splits, cracks or kinks			
Spray gun	Working with no parts missing or unattached			
Hose reel	In working order			
Motor	In working order			
Battery	Charged and in sealed box			
Electric lead and clips	Attached in working order			
Hose reel aerial	Attached in working order			
Remote transmitter	Working and locked in tool box			
Trailer hitch	Locked in tool box			
Trailer Framework and body	Undamaged			
Trailer tyres and spare	Attached and pumped up			
Jockey wheel	Attached and working			
Fuel tank & 5L drum	Full			

**Landholder Borrowing Equipment**

Print name .....

Signature .....

Date .....

**Council Employee**

Print name .....

Signature.....

Date.....

**Landholder Returning Equipment**

Print name .....

Signature.....

Date.....

**Council on Return**

Print name.....

Signature.....

Date.....

**DOC 3 CASSOWARY COAST REGIONAL COUNCIL**

**SERVICE SHEET**

To the Chief Executive Officer

This is to verify that the herbicide spray equipment provided to

\_\_\_\_\_

has been returned in a **satisfactory condition** and it is recommended that the full bond of \$400.00 be refunded to the hirer.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Date*

OR

To the Chief Executive Officer

This is to verify that the herbicide spray equipment provided to

\_\_\_\_\_

Has been returned in an **unsatisfactory condition**. Please deduct the following items/costs from any bond monies to be refunded.

**Items lost or requiring repair**

\_\_\_\_\_ \$

\_\_\_\_\_ \$

\_\_\_\_\_ \$

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Date*

Signature of user accepting responsibility for loss/damage

\_\_\_\_\_  
Name

\_\_\_\_\_  
*Signature*

**DOC II CASSOWARY COAST REGIONAL COUNCIL**

**LETTER OF INDEMNITY**

Chief Executive Officer  
Cassowary Coast Regional Council  
PO Box 887  
**INNISFAIL QLD 4860**

Dear Sir

In consideration of the Cassowary Coast Regional Council agreeing to provide for private use a **Slip on/off Quickspray Unit** or **Trailer mounted Quickspray Unit** we, the undersigned, do hereby undertake and agree to indemnify and to keep indemnified the Cassowary Coast Regional Council in respect of any loss or damage to the equipment or personal injury damage whatsoever arising during the course of and/or as a result of our hiring of the aforesaid equipment.

\_\_\_\_\_  
*Hirer's Signature*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact phone number

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_