

# The FarmPEAT Programme

## TERMS AND CONDITIONS

JULY 2021



**FarmPEAT**



## Preface

The FarmPEAT (**Farm Payments for Ecological and Agricultural Transitions**) Project is developing a locally-led, innovative, results-based farm scheme for farmers who manage lands that surround some of Ireland's finest remaining raised bogs.

Raised bogs represent one of the most valuable natural ecosystems in Ireland and the transitional area to agricultural lands that surround them can play an important role in maintaining and enhancing their long term conservation value.

Working with local farmers, the project will design and trial a programme especially adapted to the local landscape that will incentivise the delivery of enhanced environmental outcomes. The programme will reward farmers for improved management of habitats on peat soils along with other important landscape features such as eskers, field boundaries and watercourses. The programme will be results-based whereby farmers will get paid depending on the scores they achieve, with higher scores, indicating higher environmental quality, getting higher payments.

The FarmPEAT Project will be operating at up to eight candidate study sites centred on raised bogs or former raised bog areas. These sites are located in the Irish midland counties of Roscommon, Offaly, Kildare, and Westmeath.

Coupled with the development of the results-based agri-environmental model, the FarmPEAT Project will assist farmers and the broader community to transition towards a more sustainable use of the peatland resource in the area through a range of educational tools and peer mentoring.

The terms and conditions presented in this document outline some of the detail under which the programme will be run. However, much of the detail will be developed during the first year of this pilot project. The project team will monitor project progress and have the flexibility to adapt and innovate as challenges arise.

It is hoped that this programme will form a basis for future agri-environmental schemes in these areas. As such it presents an opportunity for farmers to be involved in developing policy that could provide long term environmental and economic benefits to their communities into the future.

The FarmPEAT Project is an EIP (European Innovation Partnership) project being administered by Nature Based Agri Solutions Ltd. The Project is funded by the EU Recovery Instrument Funding under the Rural Development Programme 2014-2022.



An Roinn Talmhaíochta,  
Bia agus Mara  
Department of Agriculture,  
Food and the Marine



The European Agricultural Fund  
for Rural Development: Europe  
investing in rural areas



# Table of Contents

1	Introduction.....	1
2	Definitions.....	2
3	The FarmPEAT Project.....	4
3.1	Objectives.....	4
3.2	Results-based Payment.....	5
3.3	Supporting Actions Payment.....	5
4	Eligibility Criteria and Programme Requirements.....	5
4.1	Land Eligibility for the FarmPEAT Project.....	6
5	Application Procedure.....	6
6	Selection Criteria.....	7
7	The FarmPEAT Programme Farm Plan.....	9
8	FarmPEAT Programme Advisors.....	9
9	Participant Training.....	9
10	The FarmPEAT Project Contract Terms.....	9
11	Farmer Payments.....	10
11.1	Results-based Payment.....	10
11.2	Supporting Actions Payment.....	11
11.3	Results-Based Payment.....	11
11.3.1	Habitat Quality Payment.....	11
11.3.2	Habitat Quality Payment Rates.....	12
11.3.3	Whole-farm payment adjustment.....	13
11.4	Supporting Actions Payment.....	13
11.4.1	General Conditions.....	14
11.4.2	Rate of Support.....	14
11.4.3	Proposed Works in Excess of the Annual Allowance.....	14
11.4.4	Screening and Approval of Proposed Works.....	15
11.4.5	Retention of Co-funded Infrastructure.....	16
11.4.6	Works on Commonage Land.....	16
11.4.7	List of Supporting Actions.....	16
12	Payment Claims.....	16
12.1	Results-based Payment Claim.....	16
12.2	Supporting Actions Claims.....	16

13	FarmPEAT Programme and Double Payments .....	17
14	Nutrient Management, Pesticide Use and Other Farm Activities .....	17
15	Verification of Payment Claims.....	18
16	Payment Adjustments.....	18
17	Termination of Contract .....	18
18	Clawbacks.....	18
19	Programme Audits .....	19
19.1	Department Audit .....	19
19.2	Biodiversity Audit.....	19
20	Rights of Entry.....	19
21	Appeals.....	19
22	Force Majeure .....	19
23	Derogations.....	20
23.1	Terms and Conditions. ....	20
23.2	Specifications.....	20
24	Health and Safety Insurance .....	20
25	The FarmPEAT Project Team.....	21
26	Information and Data Protection.....	22
27	Further Conditions .....	22
28	Appendices.....	23

# 1 Introduction

This document sets out the Terms and Conditions of the FarmPEAT Project. Further information on the administration and operation of the Project is available on the project website ([www.farmpeat.ie](http://www.farmpeat.ie)). All project related documents and forms are available to download from the website or can be requested directly by contacting the Project Team (see contact details on the back page).

Raised bogs are ancient, natural ecosystems and a key characteristic of the midland landscape of Ireland. They formed over thousands of years following the end of the last Ice Age. Raised bogs are important ecosystems that provide many environmental benefits including climate, water and biodiversity benefits in addition to social and cultural services. For instance, bogs (including raised bogs) are known to store approximately 30% of the world's soil carbon making them the largest natural, terrestrial carbon store. They support fascinating plants and animals, including our native carnivorous plants, the sundews. Many of the plants on bogs cannot survive in any other habitat. Raised bogs provide a sense of place and are appreciated as places of beauty and inspiration.

However, the vast majority of raised bogs in Ireland have been impacted and degraded due to land use intensification and today only 9% remain in a near natural condition.

Agriculture is a major land use on former peatlands surrounding remnant raised bogs. Intensive agricultural management of these areas can threaten the remaining bogs and peat soils due to drainage and other management practices. The FarmPEAT Project is aiming to, where necessary, improve management on peat soils surrounding raised bogs to improve their overall condition and reduce any negative environmental effects associated with intensive agricultural use on peat soils.

The project will focus largely on the transitional areas that surround bogs. These areas are mainly used for agriculture and ensuring they are managed correctly is vital in the conservation of bogs.

The FarmPEAT Project is establishing a locally-led, innovative, results-based pilot programme for farmers who manage lands that surround some of Ireland's finest remaining raised bogs in the midlands of Ireland. Working with local farmers, the project will design and trial a scheme especially adapted to the local landscape that will incentivise the delivery of enhanced environmental outcomes, while at the same time maintaining quality food production on these lands.

It is hoped that this programme will form a basis for future agri-environmental schemes in these areas. As such it presents an exciting opportunity for farmers to be involved in developing policy that could provide long term environmental and economic benefits to their communities into the future.

An Operational Group has been formed with representatives from Wetland Surveys Ireland Limited, Irish Rural Link, Community Wetlands Forum, and Umeras Community Development. The project is also overseen by a steering group with representatives from the Department of Agriculture, Food and the Marine (DAFM), the National Parks and Wildlife Service (NPWS), the Environmental Protection Agency (EPA), Teagasc, Bord na Móna, the Agricultural Consultants Association (ACA), the Local Authorities Waters Programme (LAWPRO), the INCASE Project and Natural Capital Ireland, an expert wetland ecologist, and an expert catchment scientist. The project is administered by Nature Based Solutions Ltd. (NBAS), a specialist company set up to administer the FarmPEAT Project.

## 2 Definitions

**‘Agreement’** shall refer to this document.

**‘Annual Works Plan’** shall mean a document produced by the FarmPEAT Project Team detailing the actions nominated for the coming year. The document is redrafted annually.

**‘Commonage’** shall mean lands farmed in common. They are included in the Department’s commonage container.

**‘Commonage Farm Plan’** (CFP) shall mean a GLAS management plan prepared by an advisor for each commonage less than or equal to 10 hectares

**‘Commonage Management Plan’** (CMP) shall mean a GLAS management plan prepared by an approved commonage advisor for each commonage greater than 10 hectares.

**‘Contract’** shall mean the contract between the participant and Nature Based Agri Solutions (NBAS) Ltd. It shall run from the date of receipt by the FarmPEAT Project of a signed contract until April 30th, 2023

**‘Department’** shall mean the Department of Agriculture, Food and the Marine and its successors.

**‘Farm’** shall mean economic management unit, including all the management units in the state under the control of the Farmer.

**‘Farm Plan’** shall mean a map-based document prepared by the FarmPEAT Project Team.

**‘Farmer’** shall mean an individual agricultural producer, whether a natural or legal person or a group of natural or legal persons (i.e. a registered farm partnership) with a single herd number who have submitted a Basic Payment Scheme Application in the current year.

**‘Farming’** shall include the production, rearing or growing of agricultural products, including harvesting, milking, breeding animals, and keeping animals for farming purposes.

**‘FarmPEAT Programme’** shall mean the pilot agri-environmental scheme that will be designed and developed as part of the FarmPEAT Project.

**‘FarmPEAT Project’** (FPP) shall mean the EIP (European Innovation Partnership) project being administered by Nature Based Agri Solutions Ltd. that aims to work with farmers on improving environmental quality of agricultural lands surrounding a selection of raised bogs.

**‘FarmPEAT Project Team’ or ‘Project Team’** shall mean the personnel of The FarmPEAT Project, which administer the Project namely: The Project Manager, the Project Officers, the Project Director, and the Public Liaison Officer.

**‘FarmPEAT Project Areas’** shall mean the areas within the eight sites that have been selected for this project.

**‘GLAS’** shall mean the Green, Low-Carbon, Agri-Environment Scheme approved by the European Commission as a measure in Ireland’s Rural Development Programme 2014-2020.

**‘Lease’** shall mean any term of rental agreement on lands occurring within the FarmPEAT Project Areas.

**‘LPIS’** shall mean Land Parcel Identification System.

**‘Management Unit(s)’** shall mean a plot or group of contiguous plots that are managed as a single unit under the FarmPEAT Programme, often delineated by a physical boundary.

**‘Natura 2000’** shall mean lands designated under Directive 79/409/EEC and Directive 92/43/EEC (Birds and Habitat Directives).

**‘NHA’** shall mean Natural Heritage Area.

**‘Participant’** shall mean the farmer that is participating in the FarmPEAT Project.

**‘Plot’** shall mean an area of land defined by the project team for the purposes of scoring an individual habitat area.

**‘Plot Score’** shall mean a score calculated for a plot using the appropriate scorecard for the habitat as developed by the Project Team.

**‘Qualifying Land’** shall mean land suitable to be scored and considered for payment.

**‘SAC’** shall mean Special Area of Conservation.

**‘Scorecard’** shall mean a system developed by the FarmPEAT Project Team for assessing habitat quality in different habitats.

**‘Spread Land’** shall mean land that is trafficable by tractor and which has the capacity to take nutrient or slurry application. The term is used to describe areas utilisable for spreading organic fertiliser (slurry).



**‘Transfer’** shall mean the lease or sale or actual inheritance or anticipated inheritance of land.

**‘Whole-farm’** shall mean all the units used for agricultural activities and managed by a participant farmer situated within FarmPEAT Project Area.

### 3 The FarmPEAT Project

#### 3.1 OBJECTIVES

The FarmPEAT Project aims to design and develop a pilot results-based agri-environmental programme in the Irish midlands with the objective of improving environmental quality of agricultural lands surrounding a selection of raised bogs (see Table 1).

TABLE 1. LIST OF FARMPEAT PROJECT AREAS

Project Area	County
Ballynamona Bog and Corkip Lough	Roscommon
Clara Bog	Offaly
Clonboley Bog	Roscommon
Cloncrow Bog	Westmeath
Daingean Bog	Offaly
Ferbane Bog	Offaly
Raheenmore Bog	Offaly
Umeras Bog	Kildare/Offaly

The primary objectives of the FarmPEAT Project include:

- To encourage the sustainable use of the peatland resource in the Irish midland counties of Roscommon, Offaly, Kildare and Westmeath. This includes but is not limited to, improved management of habitats on peat soils along with enhanced management of other important landscape features such as eskers, field boundaries and watercourses
- To develop locally adapted solutions between the project team and the landowners who have managed this land over the years.
- To encourage the wider community to get involved with the sustainable use of peatland and help improve habitat management for existing biodiversity.
- To ensure landowners are in a desirable position to join similar schemes that could arise in the future.

A central component of the project will include an educational and community outreach programme which will enhance understanding of the transition required towards sustainable use of the peatland resource for the benefit of local communities and the environment (including climate, biodiversity, and water).

The delivery of the Programme will be supported at the farm level by two types of payments:

### **3.2 RESULTS-BASED PAYMENT**

The programme will reward farmers for improved management of habitats on peat soils along with other important landscape features such as eskers, field boundaries and watercourses. The programme will be results-based whereby farmers will get paid depending on the scores they achieve, with higher scores, indicating higher environmental quality, getting higher payments.

Essentially this payment pays for the provision of high quality, semi-natural habitats. This payment will be adjusted based on the outcome of a whole-farm assessment that will account for benefits provided to water quality and hydrological condition of peat soils.

### **3.3 SUPPORTING ACTIONS PAYMENT**

Funding will be available to farmers who wish to carry out actions that will improve the habitat quality.

Results-based payments will be made annually in arrears. The level of payment will depend on the score attained based on habitat quality delivered each year (assessed during the summer season). Payments for supporting actions will be made on a quarterly basis, following declaration of completion of works by the farmer.

## **4 Eligibility Criteria and Programme Requirements**

To be eligible to apply to join the Programme applicants must be:

- 18 years of age or over on the date an expression of interest is received by the Project Team.
- An active herd owner, i.e. submit a valid annual application under the Basic Payment Scheme, including the declaration of all lands farmed.
- Farming at least one parcel containing qualifying lands within or partially within a FarmPEAT Project Area (see Appendix I for national map of FP project areas; detailed maps can be requested from the Project Team or viewed on the project website [[www.FarmPEAT.ie](http://www.FarmPEAT.ie)])

To participate in the Project it is also necessary to:

- Agree to abide by the Terms and Conditions as outlined in this document for the duration of the contract.
- Attend training during each year of the project.
- Facilitate access to lands by the Project Team
- Maintain records of the delivery of agreed commitments undertaken in the farm plan or annual works plan.

#### **4.1 LAND ELIGIBILITY FOR THE FARMPEAT PROJECT**

All farmland within, or partly within, the eight project areas can be considered for payment<sup>1</sup> with the exceptions of buildings (and their curtilage), extensive water, farmyards, quarries and commercial forest. On commonage lands it is the fraction declared by the participant on their current BPS application that is considered for payment.

Lands must have been declared on the applicant's current BPS application to be considered for the Programme. The Project Team will make use of BPS data provided by the Department to determine that lands on which payment is claimed are being farmed by the applicant in the current year of the programme. Participants will provide up-to-date information on their current BPS application.

As required under existing legislation, the farmer shall adhere to the provisions of their Basic Payment Scheme, Area of Natural Constraint, and other provisions as required by the Department, including maintenance of land in Good Agricultural and Environmental Condition (GAEC), compliance with Statutory Management Requirements (SMRs) which includes compliance with Activities Requiring Consents (ARCs), and ensure that the cross compliance standards are fully met.

Note 1: Not all qualifying lands will be paid on as payment is dependent on reaching a minimum habitat quality threshold. Land that does not reach that threshold will not be paid on.

Note 2: There is no distinction in the system used to calculate payments between commonage and privately-owned land or between owned and leased or rented land.

## **5 Application Procedure**

The initial round of recruitment will take place between June and July in Year 1 (2021). Recruitment for Year 2 will commence in early 2022. Eligible farmers can apply to the Project by submitting the single page Expression of Interest (EOI) Form which can be downloaded from the website ([www.farmpeat.ie](http://www.farmpeat.ie)), or found at the end of this document (Appendix II). This form requires the name, address, telephone number and herd number of the applicant. The submission of this form authorises the Project Team to access the applicants BPS data and to prepare a Farm Plan. It also gives consent to the Project Team to

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<sup>1</sup> Although land may be eligible for the Programme, it must be of a sufficient quality to attract a payment.

enter onto lands to carry out pre-approval inspections. In the case of joint herd numbers, all persons attached to the herd number must sign all forms pertaining to the programme.

Once all applications are reviewed, successful applicants will be offered a contract and a farm plan. The contract must be signed by the applicant and returned to the FarmPEAT Project within 2 weeks of the date on the offer. All unsuccessful applicants will be notified at the end of the recruitment window. Unsuccessful applicants will automatically roll over to be considered again for the next round of recruitment

## 6 Selection Criteria

For each of the FarmPEAT Project sites, applicants' farms will be scored and ranked by the FarmPEAT Project Team according to the selection criteria listed below. As funding is limited, it may not be possible to accommodate all eligible applicants who apply.

The selection process includes the following initial requirements:

- a) Participant farms should include a number of individual parcels and represent an entire farm holding rather than individual land parcels. Farms that do not meet these criteria receive a rank of 0.
- b) The selected farms should represent the spatial extent of the project. It is important that farms from each of the eight project sites are represented. A minimum of two farms from each project area will be recruited.
- c) Farms occurring in areas recognised as critical sites or containing features of local distinctiveness can get priority entry to the programme.

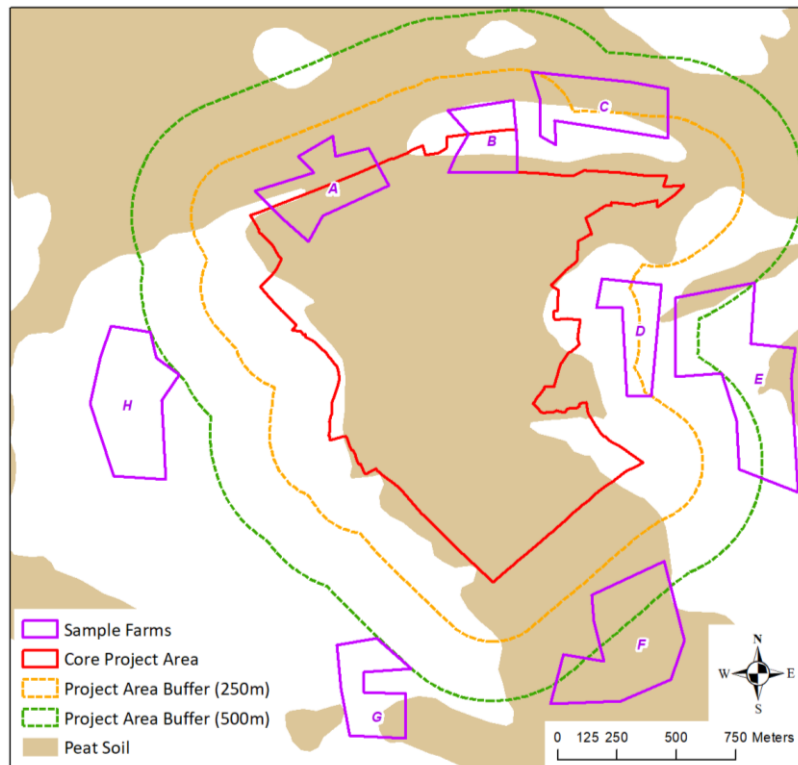
Farms are then prioritised based on the following criteria:

- i. Proximity to the relevant raised bog area. Each farm will be categorised into one of 5 categories depending on proximity to the raised bog as follows:

Priority category	Location relevant to core area (high bog or designated lands)
0	Single parcel in project area. Not considered a whole-farm management unit. See criteria (a) above.
1	Minimum of 1ha within core area.
2	Minimum of 1ha within 250m of core area.
3	Herd number has >1ha between 250m and 500m of core area.
4	Herd number has >1ha more than 500m from core area.

- ii. Following this the proportion of farmland occurring on lands identified as peat soils<sup>21</sup> will be used to rank farms within each category. Farmers will be prioritised based on the proportion of their farm occurring on lands classed as 'peat soils'. Farms with the same proximity rank and proportion of peat soil will subsequently be ranked based on the area of peat soil, with the larger area getting priority.

The following map and table of fictitious farms illustrates how the selection process works on farms based on proximity to the bog and the percentage cover of peat soils within farms.



Sample Farm	Proximity rank	Proportion peat soil	Final rank
Farm A	1 (partly core area)	95%	1
Farm B	1 (partly core area)	20%	2
Farm C	2 (partly within 250m)	75%	3
Farm D	2 (partly within 250m)	0%	4
Farm E	3 (partly within 500m)	15%	6
Farm F	3 (partly within 500m)	100%	5
Farm G	4 (>500m)	10%	7
Farm H	4 (>500m)	0%	8

<sup>2</sup> Parent material maps developed by Teagasc and Geological Survey of Ireland will be used to indicate presence of peat soils.

## 7 The FarmPEAT Programme Farm Plan

The FarmPEAT Programme Farm Plan is designed by The FarmPEAT Project Team. The plan consists of a brief document including a map showing the individual fields in the farm. An overall objective for the plan is included in the Farm Plan. At the end of each year, a payment sheet will be issued which will summarise the results that give rise to the payment on each individual plot. This sheet will also include specific management recommendations relevant to each plot for the farmer to consider in order to improve the result and associated payment.

## 8 FarmPEAT Programme Advisors

Currently, the FarmPEAT Project Team will act as advisors to participant farmers in the FarmPEAT Programme. No advisory fee will be charged to the farmer. The project team may liaise with the farmers own agricultural advisor, however the agricultural advisors do not have any formal role in delivering the project. The future role of agricultural advisors in the Programme will be considered further during year 2 of the Programme.

## 9 Participant Training

All participants are required to attend a training course in each year of the Programme. Where the farmer is unable to attend, then they need to nominate in writing a named representative to attend on their behalf. A representative can only be used in exceptional circumstances and cannot be another participating farmer. Non attendance at training will lead to a 10% reduction on all payments in that year. The participant will receive a payment of €100 for attendance at a full day training course (€50 in the case of a half day course). This payment will be issued to the participants shortly after the course is delivered. Specialist courses may be provided to selected participants on topics such as nutrient management, control of invasive alien plant species, and drain blocking / management. Participants who attend these specialist training courses will also be issued a payment of €100 per day (€50 in the case of a half day course). The Project Team intend to hold a series of additional voluntary workshops for participants throughout the Programme duration.

## 10 The FarmPEAT Project Contract Terms

The FarmPEAT Project is an EIP pilot project and thus, aspects of the Project are subject to change in response to participant feedback and Project Team re-evaluation.

**Parties to the Contract.** The FarmPEAT Project Contract is between Nature Based Agri Solutions Ltd. and the participating farmer.

**Contract Offer.** The Project Team will review and select applicants once the recruitment phase is finished. Successful applicants will be offered a contract. This must be signed by the applicant and returned to the Project Team within 2 weeks of the contract being offered.

**Lapse of Contract Offer.** If a signed contract is not returned to the FarmPEAT Project within 2 weeks of being issued, the offer will lapse. The applicant is free to apply again in the next recruitment, but a further contract offer cannot be assured.

**Contract Duration.** The Contract shall run from the date that a signed contract is received by the Project Team, provided full adherence to these Terms and Conditions, until April 30th, 2023, unless the Department extend the FarmPEAT Project and both parties agree to any proposed extension to this period.

**Transfer of contract.** The contract is not transferable, except in cases where the entire designated area is transferred to a new owner. In these cases, the new owner may opt to continue with the contract.

**Adding Land to Contract.** Where an existing participant buys or leases additional land within a FarmPEAT Project Area during the term of the contract, then the lands will be included in the Project and added to the farm plan. The land details will be cross checked against the participant's BPS application of the year in question. Only land included in the BPS can receive payment. The farmer should make the project team aware of any additional lands under their management in the project area.

**Removing Lands from Contract.** All farmland within FarmPEAT Project Areas under the control of the participant is included in the Programme. Any reduction in land should be notified to the Project Team and subsequently be removed from the farm plan.

**Leased Land.** Farmland leased by participants that occurs within FarmPEAT Project Areas will be included in the Programme and treated the same as privately owned farm land.

**Withdrawal from Contract.** The participating farmer is free to withdraw from the contract after one month's notice in writing to the Project Team. No further payment claims will be considered after the receipt of this notification.

**Termination of Contract.** The contract may be terminated in the event of serious over-claims or fraudulent claims for payment.

## 11 Farmer Payments

Farmer payments will be made directly to the farmer's bank account by the Project Team. The regulations that govern the operation of the FarmPEAT Programme do not permit direct area based payments in the same manner as more traditional agri-environmental schemes. Participating farmers have the opportunity to avail of two main payment strands as follows:

### 11.1 RESULTS-BASED PAYMENT

The results-based payments are calculated based on the quality of terrestrial habitats as defined by a score achieved at the plot level. These payments are then subject to an adjustment based on the outcome of a whole-farm assessment which accounts for risks to downstream water quality and hydrological condition of peat

soils. On critical sites, the Project Team may develop a customised scoring system based on the characteristics and value of the site.

## 11.2 SUPPORTING ACTIONS PAYMENT

This is a payment for approved actions completed by the farmer aimed at improving habitat quality or reducing risk of impacts on water quality.

To account for the uncertainty surrounding payment levels and the variable nature of results based payments there will be a **minimum annual payment** to all participants set at €800 euro. This is to ensure that farmers who agree to join the pilot Programme will not incur any losses for being involved in the project and that they are fairly rewarded for the basic effort involved in participation despite the level of environmental result achieved.

This will be delivered via a supplementary payment made to any participant in the Programme whose total annual results-based payment is less than €800. For example, where the results-based payment is less than €800, a supplementary payment will be made to bring the total payment to €800. This supplementary payment will not be made to any participants that are receiving more than €800 for their results-based payment.

## 11.3 RESULTS-BASED PAYMENT

### 11.3.1 Habitat Quality Payment

FarmPEAT Programme payments are made to farmers based on habitat quality measured at the plot level. Habitat quality relates to specific environmental goals which reflect habitat condition, landscape value/ richness of biodiversity, soil health, carbon status and water quantity and quality.

The scoring system is quality-based on a scale of 0 to 10. Where a plot scores 0 to 3, this will not receive a payment, regardless of area. The payment scale (Figure 1) increases from a score of 4 to the maximum payment rate for a score of 10. All plots can progressively increase their environmental score and associated payment over the lifetime of the farm-plan. The top payment of 10 will only be achieved where the habitat is considered to be in optimal condition and therefore deserving of highest payment for delivering environmental benefits. The scoring system and detailed methods of assessment to be used on the FarmPEAT Programme has not yet been determined. The most appropriate scoring model and assessment methods will be informed by baseline surveys to be undertaken on participant farms during summer 2021. The design of the scoring system will follow best practice guidance provided by the RBAPS research project and will also take account of learnings from other successful results-based payment schemes operating in Ireland (e.g. Pearl Mussel Project, Hen Harrier Project, BRIDE Project, and REAP).





FIGURE 1. RELATIONSHIP BETWEEN THE NATURE QUALITY SCORE AND THE PAYMENT LEVEL. THE HIGHER THE NATURE QUALITY SCORE, THE HIGHER THE PAYMENT LEVEL.

### 11.3.2 Habitat Quality Payment Rates

The FarmPEAT Programme is a pilot programme in the early design stage and scoring methods and payment rates have not yet been determined. They are likely to be in line with other results-based EIP projects such as the Pearl Mussel Project and the Hen Harrier Project.

Final payment rates will be determined by the available budget together with the typical characteristics of the participant farms. Under World Trade Organisation (WTO) rules payment rates are required to be justified on the basis of cost of management, opportunity costs and income forgone. The project team will work towards setting fair payment rates where farmers are financially rewarded for the delivery of important environmental benefits. Participating farmers will be notified of payment rates as soon as they are available.

The following is a brief explanation of the likely payment structure:

Payment rates vary across a number of area bands, with quality based payment rates declining as farm area increases. In calculating results based payments, the lowest scoring

lands will be paid at the highest payment band rates. This adds a strong incentive to improve lower scoring lands as any increase in habitat quality (score) will be paid at the highest rate. The same payment rates will apply to private lands and commonage lands. In the case of commonages, the payment bands will be applied at the LPIS parcel level rather than the farm level.

### **11.3.3 Whole-farm payment adjustment**

The aim of the whole-farm assessment is to capture the overall contribution a farmer makes towards water quality and carbon sequestration within their local area. Each farm (or each LPIS parcel in the case of commonages), within the FarmPEAT Project Area, will be subject to a whole-farm assessment of water quality impacts and risk, and GHG emission risk. The assessment will be based on a walkover survey of the farm focussing on condition of peat soils, drainage, and watercourses. The outcome of the whole-farm assessment will have a major influence on the overall payment to the farmer. Where a good whole-farm result is achieved the farmer will receive the maximum payment. In the case where a farm gets a low whole-farm result then the overall payment to the farmer will be significantly reduced. The aim of the whole farm assessment is to reward farmers for good management of peat soils and the surface water environment of the farm.

The FarmPEAT Programme is at an early design stage and therefore the methods around the application of a whole-farm assessment have not yet been determined. The final design of the scoring system (habitat quality and whole farm assessment) will be informed by the outcome of baseline surveys to be undertaken on participant farms during summer 2021. Learnings from other results-based agri-environmental schemes will contribute to the overall approach (e.g. Pearl Mussel Project and Hen Harrier Project).

## **11.4 SUPPORTING ACTIONS PAYMENT**

Supporting actions are prescribed measures that a farmer agrees to undertake on a plot with the aim of improving habitat quality or whole-farm score. Available funding for these actions will be discussed first between the farmer and the Project Team.

Each participant in the Programme receives an annual allowance based on their eligible land in the FarmPEAT Programme in order to undertake supporting actions. The annual allowance is €2,000 per year. Following training, the participant, working with the FP Project Team, nominates actions on their Annual Works Plan. Claims for payment can be submitted at any time during the year following completion of works and will be processed quarterly by the Project Team. Depending on the actions selected, farmers may be required to submit receipts of expenses (i.e. material/labour) to receive payment. Participants will, in most instances, only be able to apply for supporting actions following the results of year 1 scoring.

Standard supporting actions will be detailed in a specifications document published by the Project Team. The document will provide detailed required specifications and guidance on the completion of supporting actions.

#### **11.4.1 General Conditions**

The Annual Works Plan will be prepared by the project team in consultation and agreement with the participant farmer. The Plan will list the works proposed and where relevant show associated locations on the farm plan map.

The participant must have attended the initial training course prior to the development of their first Annual Works Plan. In advance of works commencing they must be screened and approved by the Project Team.

The participant must follow the requirements and guidance provided in the specifications document when completing supporting actions.

The participant may declare that the works have been completed at any time during the year. Non-completed works may be withdrawn or held over and submitted in the following year's work plan.

#### **11.4.2 Rate of Support**

The Project Team will co-invest with the participant in the provision of infrastructure that enhances the farmer's capacity to deliver environmental benefits. Support for these actions ranges from 25-50%. Support for Actions which directly enhance habitats which support carbon sequestration and have little or no direct agricultural benefit may be 75 or 100% funded by the Programme subject to the overall cap on funding for actions. Sample supporting actions and the rate of support is provided in Table 2.

#### **11.4.3 Proposed Works in Excess of the Annual Allowance**

In exceptional circumstances, a participant may be approved to access more than their supporting actions allowance. This will be subject to approval by the Project Team on a case by case basis. Depending on the nature of the supporting action, specific conditions may apply.

**TABLE 2 RATE OF SUPPORT FOR SUPPORTING ACTIONS**

Supporting action category	Example actions	% of funding available	Rationale
Environmental benefits with little agricultural benefit	Drain blocking, provision of swales /settlement ponds, water retention measures, earth banks and soil bunds, riparian strips, conversion to semi-natural grassland	100%	These investments have little direct agricultural benefit and will generally be new actions to farmers
Environmental benefits with some low to moderate agricultural benefit	Clearance of invasives and unsuitable scrub, hedgerow planting and maintenance	75%	These actions have a high environmental value with a low agricultural benefit
Environmental benefit comparable to agricultural benefit	Fencing, gates, water/feeding troughs, re-vegetation of bare areas / grasslands, and bridging	50%	These actions equally benefit the environment and agriculture
Environmental benefit less than agricultural benefit	Improvements to trackways and associated farm infrastructure	25%	These investments deliver environmental benefits through improved management of access to sites, which also benefits agricultural practice

#### **11.4.4 Screening and Approval of Proposed Works.**

Works must not commence until approval is issued from the Project Team. This is required to ensure that proposed actions can be evaluated for their suitability, and checked against potential for double payment. Where necessary, the Project Team will assist the participant with obtaining required consents from regulatory bodies. However, it remains the applicant’s responsibility to ensure that required consents are in place before work commences. All Annual Works Plans will be subject to assessment before approval, and this may include a site visit. The Project Team may refuse, attach conditions, or modify a proposed action if:

- It is considered that the proposed action would not deliver worthwhile environmental benefits.
- The proposed action could cause damage to existing raised bog habitat or other protected habitat or flora or fauna species.
- The proposed action could cause damage to an archaeological site.
- The proposed action could be damaging to a Natura 2000, Natural Heritage Area, or proposed Natural Heritage Area site.
- The proposed action is inappropriate for the site.

#### **11.4.5 Retention of Co-funded Infrastructure.**

Co-funded infrastructure must be kept in place for the remainder of the contract unless prior written consent has been given by the Project Team for its removal.

#### **11.4.6 Works on Commonage Land**

Payments can only be made for actions on commonages where Programme participants on the commonage agree to them. It is the responsibility of the participant(s) to ensure that all necessary permissions are obtained from all other relevant shareholders in the commonage. The Project Team will support groups who wish to work together to deliver supporting actions on commonage lands. While such co-operative actions will be encouraged and supported, they are not compulsory. Where relevant, applications for supporting actions on commonage will be cross-checked against the relevant Commonage Management Plan to avoid double payment.

#### **11.4.7 List of Supporting Actions**

The list of supporting actions is likely to evolve over the term of the Programme. In line with the locally adapted and innovative ethos of the Programme, the Project Team will consider funding additional bespoke actions beyond those listed in the specifications document, and these may, if appropriate, exceed the annual allowance outlined above. Such proposals must be based on a comprehensive estimate of labour and materials costs and would need to demonstrate a high likelihood of positive environmental benefits.

A list of approved supporting actions will be produced during the Project.

## **12 Payment Claims**

### **12.1 RESULTS-BASED PAYMENT CLAIM**

The Project Team will process and submit the scorecards for each farm and determine the payments on behalf of the farmers. There is no necessity for a farmer to submit a payment claim. Results-based payments are expected to be made in the Autumn of each year.

### **12.2 SUPPORTING ACTIONS CLAIMS**

To claim payment for supporting actions, participants must complete a Declaration Of Completed Actions confirming all works completed by that date. False declarations may result in expulsion from the programme. Supporting action payment claims may be submitted at any time of the year on completion of works. Farmers are encouraged to only make one claim per year. Payments for actions on commonages can be made to one or more participants subject to agreement and approval by the Project Team.

Payments will be processed by the Project Team on a quarterly basis. Payments will only be made when tasks have been completed to an acceptable standard, as listed in the Supporting Actions Guidelines (to be developed) and addressed at farmer training. Failure to

complete a task to an acceptable standard may result in some or all of the payment for that task being delayed, withheld, or if necessary recouped.

### **13 FarmPEAT Programme and Double Payments**

Farmers are free to participate in GLAS while also participating in the FarmPeat Project. However, double payments cannot be made. To avoid the risk of double payments, there is a reduction of the FarmPEAT payment by 40% for plots that are in GLAS for Low Input Permanent Pasture (LIPP) and 20% for those plots in for Traditional Hay Meadow (THM). It is considered that these GLAS measures partly deliver the Programme objectives in relation to grassland habitats. These deductions will be made when the Project Team is calculating the payment on the relevant plots. Where supporting actions are planned on commonage, the Commonage Management Plan or Commonage Farm Plan will be consulted to ensure there is no risk of double payments. Prior to any supporting actions being approved, checks for potential double payment against GLAS measures (such as Riparian Margins and Protection of Watercourses) and TAMS funded investments will be undertaken.

### **14 Nutrient Management, Pesticide Use and Other Farm Activities**

If used in the wrong way or in the wrong place, chemicals can have significant negative impacts on the environment. Inappropriate use of pesticides or herbicides or fertilisers may result in a reduced payment to the farmer.

It is expected that farmers will use **pesticides, chemical fertilisers** and other potentially damaging substances in such a way as to ensure that the cross compliance standards are fully met and also ensures compliance with Statutory Management Requirements (SMRs).

Any significant risks of **sheep dipping** operations on the farm will be captured on the whole-farm assessment. In the case where there is a high risk to water quality then farmers will have the option to avail of supporting actions to reduce or eliminate this risk.

The process of **grassland reseeding** within the project areas has the potential to negatively impact water quality. This activity is likely to result in a decreased payment to the farmer.

Insertion of **new drainage** and **drain clearance** can negatively impact habitat quality (and the carbon status of the farm, particularly if the drains are on peat soils). Aquatic habitats are particularly at risk due to increased flow and potential sediment and nutrient losses to watercourses. These activities may result in a decreased payment to the farmer.

**Turf cutting** contributes to the release of greenhouse gases and also a reduction in biodiversity. Turf cutting activities may result in a decreased payment to the farmer.

## 15 Verification of Payment Claims.

Payments will be made by electronic funds transfer directly to the participant's bank account. Payments will be made once administrative checks (including on site verification of claims) are complete. The payment process in respect of results-based payments will commence in October of each year. Payments for supporting actions will be processed quarterly. To facilitate the issue of payments, the participant must inform the Project Team of their banking details and any changes to these throughout the contract. This can be done by completing the Bank Details Form (Appendix I, Form FPF3).

## 16 Payment Adjustments

Adjustments to payments will be made if any of the following occur:

**Failure to attend Participant Training.** Non-attendance will result in a 10% reduction on all payments in the year.

**Payment Overclaim.** Where the participant claims payment on actions that are not delivered or are only partially delivered, the payment will be based on the value of the completed actions, less the over-claimed amount. This correction can be applied to any payment due to the participant.

## 17 Termination of Contract

Contracts will be terminated where the Project Team find intentional and serious breaches of the Terms and Conditions of the programme. Intentional and serious breaches can include, but are not limited to, any of the following: intentional damage to intact raised bog, intentional damage to other protected habitats, drainage of wetlands or disturbance to protected species. In cases of fraudulent, and serious or repeated overclaims for payment, the Project Team can terminate the contract.

## 18 Clawbacks

Overpayments to a participant, irrespective of cause will be recovered from future payments. If an action is paid on and it subsequently becomes clear that the action was not delivered or where co-funded investments are not kept in place for the duration of the contract, the sums paid out will be deducted from future payments.

## **19 Programme Audits**

### **19.1 DEPARTMENT AUDIT**

The Department will carry out additional audits and controls on the Project Team, which may include administrative and on-farm inspections. These are solely to provide checks of the Project Team, *not the farmer*.

### **19.2 BIODIVERSITY AUDIT.**

Participating farms may be selected for an independent biodiversity audit in any year of the Programme. This would be carried out by an independent expert external to the project. These audits are to inform the development of the project and for reporting purposes. They are independent of the habitat quality verification process and will have no impact on payments.

## **20 Rights of Entry**

Participants also confirm the right of the Project Team to make such visits to their lands as are necessary for the administration and monitoring of the Programme. The Project Team will attempt to give reasonable notice to participants before visits.

## **21 Appeals**

Participants have the right to appeal a decision made by the Project Team. The appeal procedure is a two stage process. Where the participant wishes to dispute a decision of the Project Team, the participant must request the Project Team to undertake a review of the decision within two months of the date that the participant was informed of the disputed decision. The first stage of the appeal is a re-examination of the issue by the Project Team. Following this, if the participant is not satisfied with the outcome of the review, they may choose to make a formal appeal to an Appeals Commissioner who will be appointed to consider formal appeals.

## **22 Force Majeure**

Where a participant is unable to continue complying with the project commitment(s) for reasons beyond his/her control, a case may be made under force majeure and the respective payment shall be proportionately withdrawn for the relevant year(s). Reimbursement of support paid in previous years shall not be required and payment may be continued in subsequent years. The participant, their advisor, or a representative of their estate, must notify the Project Team of cases where force majeure is claimed within 10 days of being able to do so. Without prejudice to the actual circumstances to be taken into



consideration in individual cases, the following categories of force majeure may be recognised:

- Death of the participant;
- Long term professional incapacity of the participant;
- Expropriation of a large part of the holding if such expropriation could not have been anticipated on joining the Programme;
- A natural disaster affecting the holding's agricultural land;
- The accidental destruction of livestock buildings on the farm;
- An outbreak of disease affecting all or part of the livestock on the farm; or,
- The disposal or vacation of land to satisfy a court order or legal settlement in cases of marital breakdown.

## **23 Derogations**

### **23.1 TERMS AND CONDITIONS.**

Derogations from these terms and conditions will only be granted in exceptional circumstances. An application to the Project Manager for derogation must be made in advance and in writing and must establish that a variation of the normal procedures would in the exceptional circumstances of the case deliver a conservation benefit.

### **23.2 SPECIFICATIONS.**

Applications for derogation from the specifications for a Supporting Action must be in writing and must accompany the Annual Works Plan requesting approval for that action.

## **24 Health and Safety Insurance**

Works may, at the discretion of the Farmer, be carried out to maintain or improve the score of management unit(s) of land entered into the Programme. If any or all of the work is being undertaken by a Farmer, then he/she should seek competent advice in relation to the safety of the actions and the personnel undertaking the actions on the Farmer's behalf. Certain construction dangers may be encountered in the course of completion of actions by farmers. Neither the Project, any member of the Project Team will be in any way liable for any damage, loss or injury to persons, animals or property in the event of any occurrence relating to the actions.

## 25 The FarmPEAT Project Team

The FarmPEAT Project is administered by Nature-Based Agri Solutions Ltd. The FarmPEAT Project is a partnership consisting of:

**Wetland Surveys Ireland Limited (WSI).** WSI provide resources, technical guidance and administrative support to the project team as required.

**Irish Rural Link and Community Wetlands Forum.** Irish Rural Link (IRL) is a national network of organisations and individuals campaigning for sustainable rural development in Ireland and Europe. The Community Wetlands Forum (CWF) was established under the umbrella of IRL in September 2013 as a special interest network. The main aim of the CWF is to provide a representative platform for community-led wetland conservation groups based on the principles of community development.

Irish Rural Link provides public outreach and admin support for the project and the FarmPEAT Project office is based in the IRL office building in Moate.

**Umeras Community Development** is a local community group in County Kildare that provides local support to the project, particularly in terms of local outreach and awareness and liaising with local farmers.

**O'Connor Pyne & Co. Limited**, an established accountancy firm, is a partner on the project and provides financial advisory services and administrative support to the project team.

An individual is employed for each of the following roles:

Project Manager – based in Moate, Co. Westmeath  
Project Officer - based in Moate, Co. Westmeath  
Public Liaison Officer – based in Moate, Co. Westmeath  
Ecologist and GIS Support – based in Kenmare, Co. Kerry  
Project Director – based in Kenmare, Co. Kerry

The contact details of the FarmPEAT Project main office are;

**FarmPEAT Project**  
c/o Irish Rural Link  
Moate Business Park  
Clara Rd.  
Moate  
County Westmeath  
Ireland  
N37 W9R0  
T: 090 6482745  
e-mail: [Info@farmpeat.ie](mailto:Info@farmpeat.ie)  
web: [www.farmpeat.ie](http://www.farmpeat.ie)  
facebook: FarmPEAT Project

## **26 Information and Data Protection**

Data concerning individual applicants will only be used for the purpose that it was collected for and will be kept confidential. The FarmPEAT Project will, as part of its reporting obligations to the Department, inform the Department of payments made to individual applicants. The FarmPEAT Project reserves the right to use anonymous scientific data for recording, research, and training purposes. The FarmPEAT Project reserves the right to take photographs or video images from participant's farms for claims verification, monitoring, publicity, research and training purposes.

## **27 Further Conditions**

The FarmPEAT Project may amend, expand upon, explain, interpret or define the meaning of any aspect of the Terms or Conditions of the Project. Any such amendment will be published on the FarmPEAT Project Website ([www.farmpeat.ie](http://www.farmpeat.ie)) and participants and advisors notified. Participants are responsible for their own actions and the actions of contractors and others involved in the provision of services to them or involved in carrying out works on their farm.

## **28 Appendices**

### **APPENDIX I**

#### **FARMPEAT PROGRAMME EXPRESSION OF INTEREST FORM**



# FarmPEAT PROGRAMME

## EXPRESSION OF INTEREST FORM (FPF1)

To express your interest in participating in the FarmPEAT Programme, please read the following terms and conditions and fill out your details below. Please return completed form by post to **The FarmPEAT Project, c/o Irish Rural Link, Moate Business Park, Clara Rd., Moate, County Westmeath, N37 W9R0.**

- I wish to express my interest in joining the FarmPEAT Programme (Regulation (EU) No. 1305/2013 – Rural Development Programme)
- I authorise the FarmPEAT Project Team, contracted by the Department of Agriculture, Food and the Marine (DAFM) to administer the FarmPEAT Project, to access my herd number, GLAS participation status and land parcel information from records held by BPS and GLAS Divisions of the DAFM.
- I understand that the data collected for this purpose will be held by the FarmPEAT Project for as long as there is a business need to do so, in line with the purpose(s) for which it was collected.
- The data provided for this purpose is being requested in order that an assessment of eligibility for participation in the FarmPEAT Programme can be made. If I choose not to provide this consent I understand that my application for the FarmPEAT Programme cannot proceed.
- I agree to the above terms and conditions and understand that there is no guarantee that a contract offer will be made in response to this expression of interest.

***Please use BLOCK CAPITALS when completing your details***

NAME(S) \_\_\_\_\_

SIGNED\* \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

NAME OF YOUR CURRENT FARM ADVISOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HERD NUMBER \_\_\_\_\_

PHONE: \_\_\_\_\_

*\*In the case of joint herd numbers all parties must sign this form*

EMAIL: \_\_\_\_\_

\*\*\*\*\*

**FOR OFFICE USE ONLY**

Received on: \_\_\_\_\_

Processed by: \_\_\_\_\_

Processed date: \_\_\_\_\_



An Roinn Talmhaíochta,  
Bia agus Mara  
Department of Agriculture,  
Food and the Marine



The European Agricultural Fund  
for Rural Development: Europe  
investing in rural areas.



## **APPENDIX II**

### **FARMPEAT PROJECT PARTICIPANT BANK DETAILS FORM**



# FarmPEAT Project

## Participant Bank Details (FPF3)

Please send all FarmPEAT Project Payments directly to the Bank Account detailed below.

Please use BLOCK CAPITALS when completing your details.

FULL NAME(S)	
ADDRESS	
TELEPHONE NUMBER	
EMAIL ADDRESS	
BANK ACCOUNT NAME	
BANK ACCOUNT NUMBER	
SORT CODE	
BIC/SWIFT	
IBAN	

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

I confirm that the above details are correct and I will notify the FarmPEAT Project if there is any change in these details during the lifetime of the project. I understand that the FarmPEAT Project will not use this information for any other purpose than to make payments to me and that these details will not be kept after the Programme has ended.

Please return this completed form to: FarmPEAT Project, c/o Irish Rural Link, Moate Business Park, Clara Rd. Moate, County Westmeath, N37 W9R0.

\*\*\*\*\*

<b>FOR OFFICE USE ONLY</b>
Received on: _____
Processed by: _____
Processed date: _____

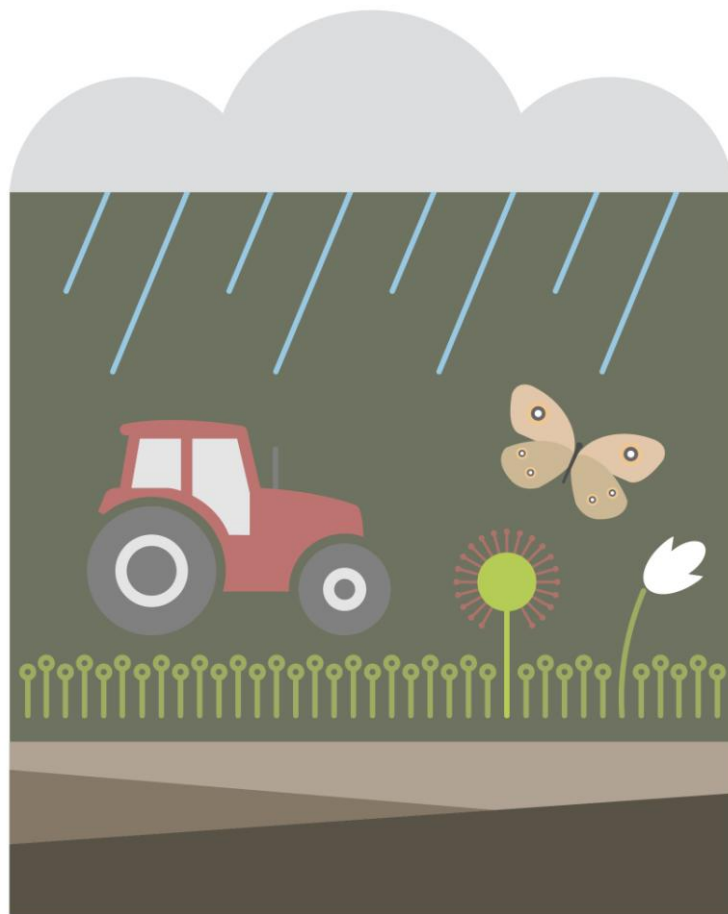


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Bia agus Mara  
Department of Agriculture,  
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The European Agricultural Fund  
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investing in rural areas.





# FarmPEAT

FarmPEAT Project | c/o Irish Rural Link | Moate Business Park | Clara Rd. | Moate | County Westmeath  
|N37 W9R0

090-6482745 | [info@farmpeat.ie](mailto:info@farmpeat.ie) | [www.farmpeat.ie](http://www.farmpeat.ie)