

IMPORTANT NOTE

Successful Applicants should note that fully executed forms and satisfactory evidence of Insurance must be submitted to the Council by 16th December 2024 (or such other date as advised by the Council).

Failure to comply with this requirement will result in the submission being considered as withdrawn and the Council will proceed to offer the land to the next highest bidder.

COMPLETED FORMS SHOULD BE SUBMITTED IN A SEALED ENVELOPE WITH THE LABEL PROVIDED AFFIXED TO THE FRONT.



FINGAL COUNTY COUNCIL

INVITATION FOR THE PURPOSE OF CON-ACRE LETTINGS FOR TILLAGE/GRAZING FOR THE 2025 SEASON ON FINGAL COUNTY COUNCIL'S LANDS IN VARIOUS LOTS

Issue Date:	13 th November 2024
Closing Date for Queries:	27 th November 2024 (12 noon)
Closing Date for Receipt of Applications:	4 th December 2024 (12 noon)

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SECTION 1 – INTRODUCTION

1.1 Introduction

Contracting Authority—Fingal County Council

Competition— Invitation for The Purpose of Con-Acre Grazing/Tillage on Fingal County Council's lands in Various Lots.

- The lands will be let for an eleven-month period from the 2nd January 2025 to 30th November 2025.
- The lands will be subject to termination at one months' notice should Fingal County Council require the use of the lands.
- The lands shall be used for tillage or grazing and for no other purpose whatsoever.
- Payment is made by two instalments, 1st payment due 3rd February 2025 and 2nd payment due 1st July 2025.
- We also require a current copy of your insurance policy **confirming indemnification to Fingal County Council** with Public Liability of €6.5m for Grazing and €2.6m for Tillage.
- Applicants may apply for Lots (1-13) Tillage or Lots (15-27) Grazing or both.
- It is the responsibility of the Applicants to satisfy themselves as to the acreage stated as no changes will be made after the Letting process has completed.

PLEASE NOTE:

Lot 1: 11 acres at Rathmore Road, Lusk, Co. Dublin
This land cannot be used for planting potato crop.

Lot 2: 30 acres at Parkfield, Portrane, Co. Dublin
No Rapeseed oil crop to be planted.

Lot 3: 15 acres at Hampton, Balbriggan, Co. Dublin
This land cannot be used for planting potato crop.

Lot 4: 84 acres at Rathgreat, Naul:
No root crop in Road Front Field for 2025 season.

Lot 8: 17.25 acres at Belgee, Naul:
There are 2 boreholes on this land should you require any further information please contact the office.

Lot 16: 11.00 acres at Knock Cross, Balbriggan, Co. Dublin
There are electricity pylons on these lands.

SECTION 2 – LOTS FOR TILLAGE

Lot 1:

For tillage of c 11.00 acres of Fingal County Council's land at Rathmore Road, Lusk, Co. Dublin.

Minimum bid of €180.00 per acre for Lot 1

NOTE: This land cannot be used for planting potato crop

Lot 2:

For tillage of c 30.00 acres of Fingal County Council's land at Parkfield, Portrane, Co. Dublin.

Minimum bid of €180.00 per acre for Lot 2

NOTE: No Rapeseed oil crop to be planted

Lot 3:

For tillage of c 15.00 acres of Fingal County Council's land at Hampton, Balbriggan, Co. Dublin.

Minimum bid of €190.00 per acre for Lot 3

NOTE: This land cannot be used for planting potato crop.

Lot 4:

For tillage of c 84.42 acres of Fingal County Council's land at Rathgreat, Naul, Co. Dublin.

Minimum bid of €190.00 per acre for Lot 4

NOTE: No root crop in Road Front Field for 2024 Season.

Lot 5:

For tillage of c 30.00 acres of Fingal County Council's land at Curragh East, Naul, Co. Dublin.

Minimum bid of €180.00 per acre for Lot 5

Lot 6:

For tillage of c 71.00 acres of Fingal County Council's land at Palmerstown, Oldtown, Co. Dublin.

Minimum bid of €190.00 per acre for Lot 6

Lot 7:

For tillage of c 34.00 acres of Fingal County Council's land at Dubber Cross, St. Margaret's, Co. Dublin.

Minimum bid of €190.00 per acre for Lot 7

Lot 8:

For tillage of c 17.25 acres of Fingal County Council's land at Belgee, Naul, Co. Dublin.

Minimum price of €180.00 per acre for Lot 8

NOTE: There are 2 boreholes on this land

Lot 9:

For tillage of c 5.98 acres of Fingal County Council's land at St. Catherines Park, Rush, Co. Dublin.

Minimum bid of €180.00 per acre for Lot 9

Lot 10:

For tillage of c 103.00 acres of Fingal County Council's land at Damastown, Naul, Co. Dublin.

Minimum bid of €190.00 per acre for Lot 10

Lot 11:

For tillage of c 26.00 acres of Fingal County Council's land at Drummans, Co. Dublin.

Minimum bid of €180.00 per acre for Lot 11

Lot 12:

For tillage of c 101.00 acres of Fingal County Council's land at Coldblow, Lucan, Co. Dublin.

Minimum bid of €180.00 per acre for Lot 12

Lot 13:

For tillage of c 60.00 acres of Fingal County Council's land at Coldblow, Lucan, Co. Dublin

Minimum bid of €180.00 per acre for Lot 13

SECTION 3 – LOTS FOR GRAZING

Lot 15:

For the grazing of c 11.00 acres of Fingal County Council's land at Butler's Meadow, Turvey, Co. Dublin.

Minimum bid of €160.00 per acre for Lot 15

Lot 16:

For the grazing of c 11.00 acres of Fingal County Council's land at Knock Cross, Balbriggan, Co. Dublin.

Minimum bid of €170.00 per acre for Lot 16

NOTE: There are electricity pylons on these lands.

Lot 17:

For the grazing of c 3.00 acres of Fingal County Council's land at Rolestown, Co. Dublin.

Minimum bid of €170.00 per acre for Lot 17

Lot 18:

For the grazing of c 1.3 acres of Fingal County Council's land at Darcystown, Balbriggan, Co. Dublin.

Minimum bid of €170.00 per acre for Lot 18

Lot 19:

For the grazing of c 8.00 acres of Fingal County Council's land at Jordanstown, Lusk, Co. Dublin.

Minimum bid of €105.00 per acre for Lot 19

Lot 20:

For the grazing of c 17.00 acres of Fingal County Council's land at Balrickard, Naul, Co. Dublin.

Minimum bid of €170.00 per acre for Lot 20

Lot 21:

For the grazing of c 40.60 acres of Fingal County Council's land at Butler's Meadow, Turvey, Co. Dublin.

Minimum bid of €170.00 per acre for Lot 21

Lot 22:

For the grazing of c 4.5 acres of Fingal County Council's land at Estuary Road, Malahide, Co. Dublin.

Minimum bid of €170.00 per acre for Lot 22

Lot 23:

For the grazing of c 3.84 acres of Fingal County Council's land at Barnlodge, Cappagh, Finglas

Minimum bid of €90.00 per acre for Lot 23

Lot 24:

For the grazing of c 6.00 acres of Fingal County Council's land at Mountgorry, Swords, Co. Dublin.

Minimum bid of €170.00 per acre for Lot 24

Lot 25:

For the grazing of c 18.00 acres of Fingal County Council's land at Lissenhall, Swords, Co. Dublin

Minimum bid of €180.00 per acre for Lot 25

Lot 26:

For the grazing of c 10.18 acres of Fingal County Council's land at Powerstown Road,
Dublin 15

Minimum bid of €150.00 per acre for Lot 26

Lot 27:

For the grazing of c 4.907 acres of Fingal County Council's land at Newtown, St. Margarets,
Co. Dublin

Minimum bid of €140.00 per acre for Lot 27

SECTION 4 – INSTRUCTIONS TO APPLICANTS

4.1 Documents - Error, Omission

If you consider that you are missing any documents, the absence of which would prevent you from submitting a comprehensive application, please email property.mgt@fingal.ie as soon as possible.

4.2 Site Visits

A site visit for each site is recommended for applicants and can be arranged by contacting **Mr Seamus Malone at 087-9138324** or seamus.malone@fingal.ie

4.3 Closing Date and Time for Receipt of Applications

The deadline date for receipt of Applications is **Wednesday 4th December 2024 @ 12:00 noon (local time).**

4.4 Queries

All queries regarding this application should be emailed to property.mgt@fingal.ie. Queries should be in question format and should be submitted by e-mail. The closing date for receipt of queries is 27th November 2024.

4.6 Application Submission

The completed application shall be enclosed in the sealed envelope provided and delivered either by post or hand delivery.

Property Services, Economic, Enterprise Tourism & Cultural Development Department, Fingal County Council, County Hall, Swords, Fingal, Co. Dublin Eircode: K67 X8Y2	
Application For:	The Letting of Lands for the purpose of Tillage/Grazing on Fingal County Council's Lands in Various Lots
Closing Date and Time:	4th December 2024 at 12 noon (local time)
Submitted by: (COMPANY NAME ONLY)	_____

The number of copies of completed Applications required is one hard copy. The Applicant is fully responsible for the safe and timely delivery of the Application.

EMAILED, OR LATE APPLICATION CANNOT BE CONSIDERED.

SECTION 5 – EVALUATION OF APPLICATIONS

5.1 ELIGIBILITY CRITERIA

NOTE: Applicants must ensure that all information sought under this section is provided in full. Any omissions in respect of this section may result in the elimination of the application in question. For the sake of clarity, please ensure that all information is provided in the format specified below:

Fingal County Council is using a bidding procedure for the award of these lettings. While all interested parties may submit an application, in order to demonstrate eligibility, applicants **must** provide the following with their application:

(a) Name, address of the applicant

Rule: Complete Self-declaration form – (Appendix C).

(b) Evidence of Public Liability Insurance: €6.5m for Grazing and €2.6m for Tillage

Rule: Applicants are required to complete the self-declaration form – (Appendix C), confirming that if successful, the applicant will submit a letter from their insurance company or broker confirming at least the levels of cover as listed above.

5.2 AWARD CRITERIA

Assessment of applications will be on the basis of highest financial offer to Fingal County Council for the lot in question.

Applicants are required to complete and sign the Lot Form contained in Appendix A providing a financial offer against the Lot(s) (1-13) Tillage.

Applicants are required to complete and sign the Lot Form contained in Appendix B providing a financial offer against the Lot(s) (15-27) Grazing.

APPENDIX A

LOT FORMS FOR TILLAGE - LOTS (1-13)

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED BY APPLICANTS

Contracting Authority—Fingal County Council

Competition— Invitation for The Purpose of Con-Acre Tillage on Fingal County Council's land
In Various Lots (1-13).

From:

I/We have examined the Invitation Documents and do hereby offer to provide the following
financial offer for the following Lot(s):

Grey Cells are not to be amended.

Tillage lot ref	Location	Minimum bid Per Acre (€)	Total Number of Acre (a)	Bid per acre (b)	Total bid a x b
Lot 1	Rathmore Road, Lusk	€180.00	11.00	€	
Lot 2	Parkfield, Portrane	€180.00	30.00	€	
Lot 3	Hampton, Balbriggan	€190.00	15.00	€	
Lot 4	Rath Great, Naul	€190.00	84.42	€	
Lot 5	Curragh East, Naul	€180.00	30.00	€	
Lot 6	Palmerstown, Oldtown	€190.00	71.00	€	
Lot 7	Dubber Cross, St. Margaret's	€190.00	34.00	€	
Lot 8	Belgee, Naul	€180.00	17.25	€	

Lot 9	St. Catherines Park, Rush, Co. Dublin	€180.00	5.98	€	
Lot 10	Damastown, Naul	€190.00	103.00	€	
Lot 11	Drummans, Co. Dublin	€180.00	26.00	€	
Lot 12	Coldblow, Lucan, Co. Dublin	€180.00	101.00	€	
Lot 13	Coldblow, Lucan, Co. Dublin	€180.00	60.00	€	

Signed:

Name in Capitals:

On behalf of:

Address:

Telephone:

Date:

E mail:

APPENDIX B

LOT FORMS FOR GRAZING LOTS (15 -27)

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED BY APPLICANTS

Contracting Authority—Fingal County Council

Competition— Invitation for The Purpose of Con-Acre Grazing on Fingal County Council's land
In Various Lots (15-27)

From:

I/We have examined the Invitation Documents and do hereby offer to provide the following financial offer for the following Lot(s):

Grey Cells are not to be amended.

Grazing lot ref	Location	Minimum bid Per Acre (€)	Total Number of Acre (a)	Bid per acre (b)	Total bid a x b
Lot 15	Butler's Meadow, Turvey	€160.00	11.00	€	
Lot 16	Knockcross, Balbriggan	€170.00	11.00	€	
Lot 17	Rolestown, Co. Dublin	€170.00	3.00	€	
Lot 18	Darcystown, Balbriggan	€170.00	1.30	€	
Lot 19	Jordanstown, Lusk	€105.00	8.00	€	
Lot 20	Balrickard, Naul	€170.00	17.00	€	
Lot 21	Butler's Meadow, Turvey	€170.00	40.60	€	
Lot 22	Estuary Road, Malahide	€170.00	4.50	€	

Lot 23	Barnlodge, Cappagh, Finglas	€90.00	3.84	€	
Lot 24	Mountgorry, Swords	€170.00	6.00	€	
Lot 25	Lissenhall, Swords	€180.00	18.00	€	
Lot 26	Powerstown Road, Dublin 15	€150.00	10.18	€	
Lot 27	Newtown, St. Margarets, Co. Dublin	€140.00	4.907	€	

Signed: _____

Name in Capitals: _____

On behalf of: _____

Address: _____

Telephone: _____

Date: _____

E mail: _____

APPENDIX C

FORM OF SELF-DECLARATION

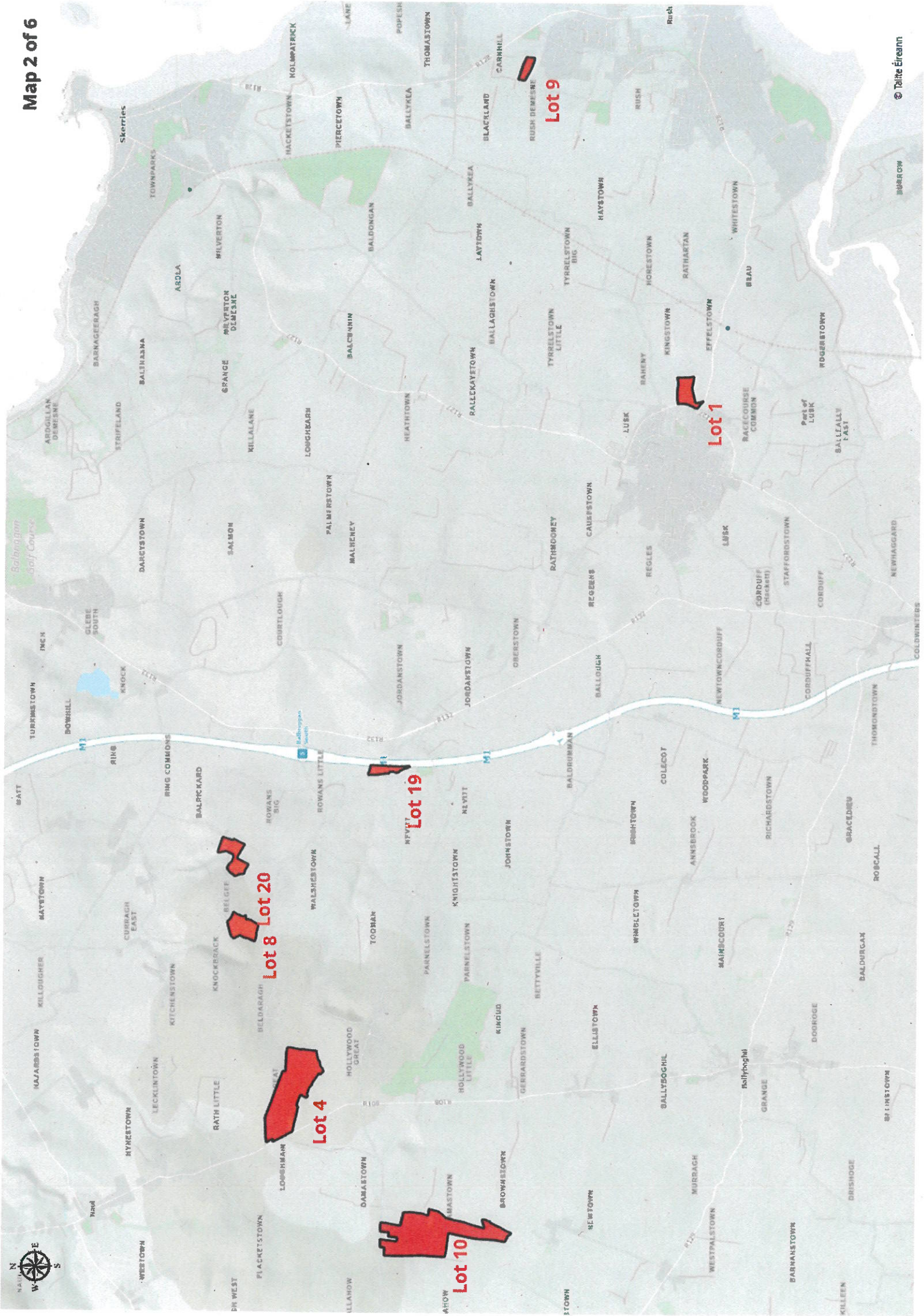
Name and Address			
Competition:			
Name of Applicant:			
Address of Applicant:			
Phone Number:			
Email Address:			
Insurances			Please confirm YES/NO
(A) I confirm that if successful I will be in a position to put the forms and levels of insurances required for the contract(s) in place.			
(B) I confirm I will provide the following promptly on request at any time prior to the award decision being made: <ul style="list-style-type: none"> • evidence of insurances in place or • letter from Insurance Broker confirming that the required levels will be put in place if successful. 			
<p>Declarations must be signed by a duly Authorised Officer.</p> <p>I hereby declare that the above is an accurate and complete Declaration of Financial and Economic Capacity on the part of my firm in relation to this competition. I undertake to inform the Contracting Authority of any changes to this Declaration which may arise prior to the award of application.</p>			
Signature		Date	
Name		Position	
Telephone		Email	

APPENDIX D

TILLAGE MAPS - LOTS (1-13)

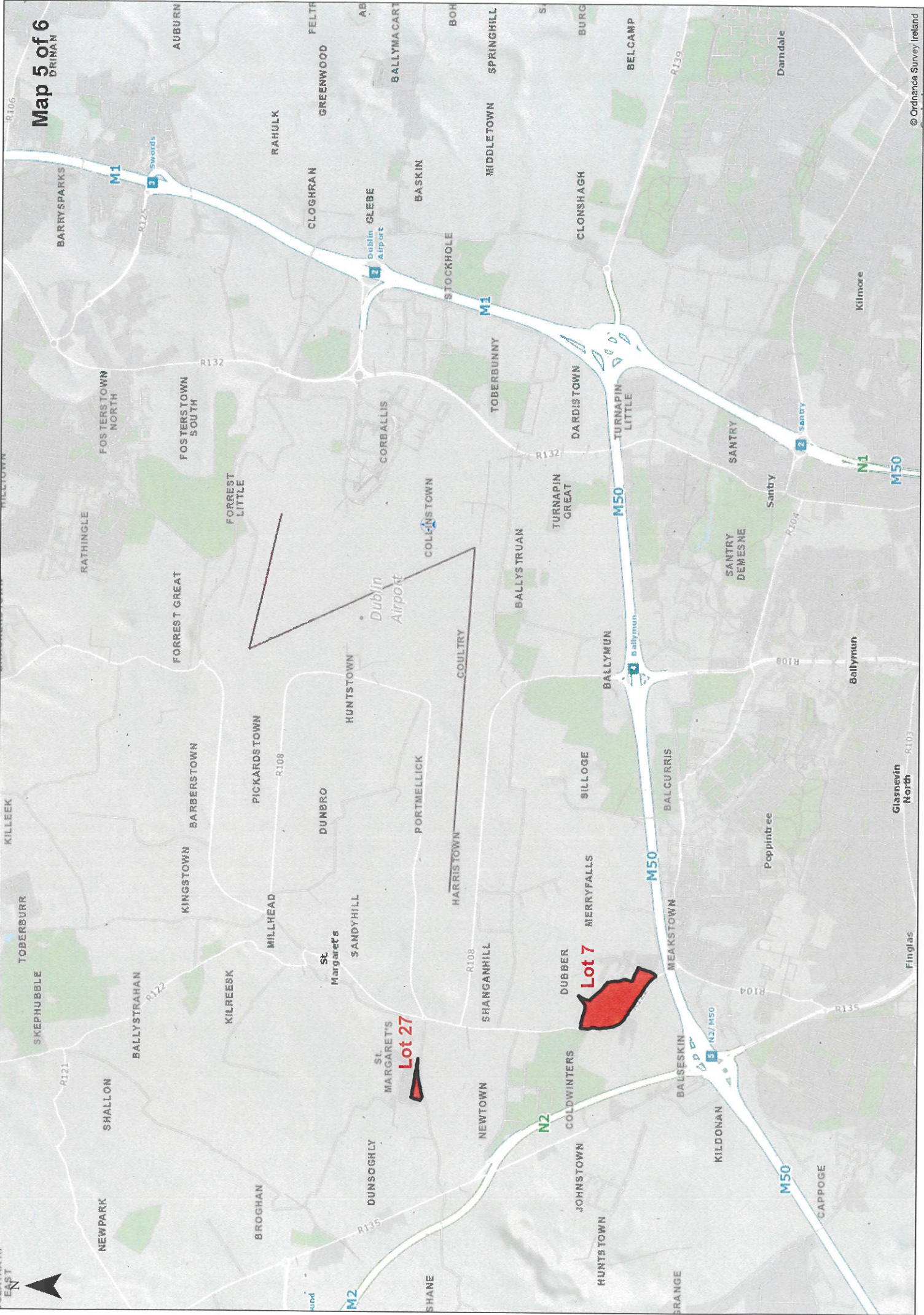
GRAZING MAPS - LOTS (15-27)

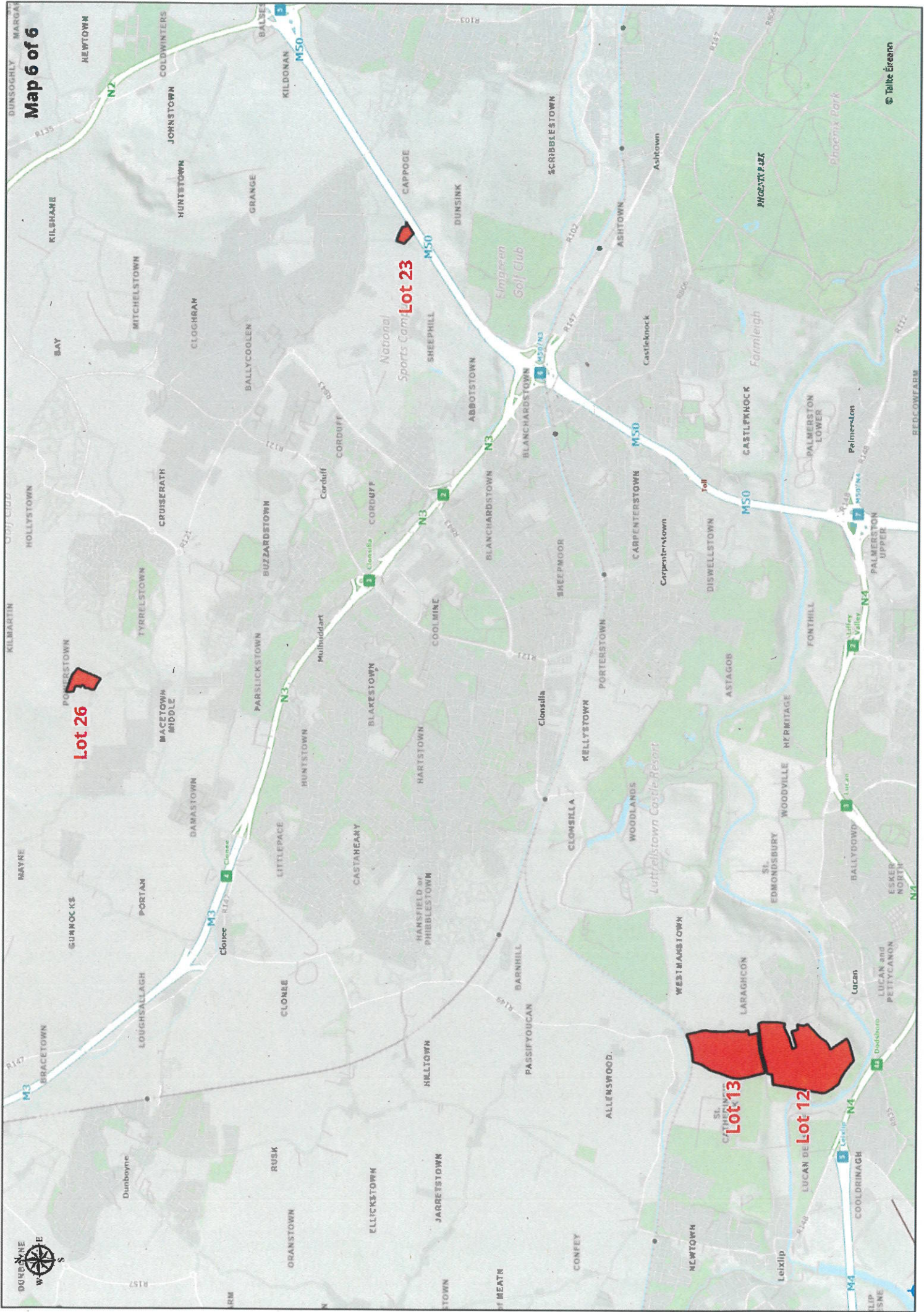












Lot 26

Lot 23

Lot 13

Lot 12



APPENDIX E

CON-ACRE TILLAGE TERMS AND CONDITIONS

Terms & Conditions outlined on attached Tillage Con-Acre Agreements

TILLAGE AGREEMENT

This Licence Agreement made the 2nd day of January 2025 between **FINGAL COUNTY COUNCIL** of County Hall Swords, County Dublin, Local Authority (hereinafter called "the Licensor") which expression shall include its successors and assigns of the One Part and **NAME & ADDRESS** (hereinafter called "The Licensee") of the Other Part.

Whereas:-

1. In consideration of the payment of the sum of **€XXXXXXX** euro (hereinafter referred to as the "Licence Fee") **to be paid by the Licensee to the Licensor by way of two instalments on the 3rd February 2025 and 1st July 2025** (the receipt of which the Licensor hereby acknowledges) **AND IN FURTHER** consideration of the Undertaking by the Licensee to us for con acre only on a total of **xxx** acres or thereabouts statute measure of lands situate at **XXXXXXX** in the County of Dublin or more particularly identified as **Lot No. XX on Map No. XX** outlined in black on the map attached hereto (hereinafter referred to as the "Licensed Lands") for a fixed term of **Eleven Months from the 2nd day of January 2025 to the 30th day of November 2025 inclusive** (hereinafter referred to as the "Licence Period") subject to the terms and conditions set out in the Schedule hereto.

2. The Licensee hereby covenants with the Licensor that he/she will observe all the terms and conditions contained in the Schedule hereto as to each term and condition applicable to the Licensee was incorporated as a separate covenant with the Licensor.

SCHEDULE

1. The Licensee shall not remove any timber, sand, gravel or other mineral products off the Licensed Lands without the prior approval of the Licensor. The Licensee shall not store vehicles without the prior approval of the Licensor.

2. The Licensee shall not construct or cause to be constructed or erected on the Licensed Lands any fixture or building of a permanent or temporary nature without the prior consent in writing of the Licensor.

3. The Licensee shall execute all such works as any Local or Public Authority may require to be carried out in respect of the Licensed Lands including any buildings erected on the site with the consent of the Licensor and immediately after the receipt of any notice requiring such works to be carried out, the Licensee shall send a copy thereof to the Licensor.

4. The Licensee shall be liable for all the consequences of the lack of repair of such gates, fences, hedges, drains and trees and the Licensee hereby indemnifies the Licensor against all claims and demands of whatsoever nature arising out of such lack of repair and if no caretaker is provided then the Licensee must take full responsibility for the full care of his/her crops on the Licensed Lands.

5. The Licensee acknowledges that the Licensed Lands have been inspected by the Licensee prior to the commencement of the licence and let subject to map measurements. No dispute will be entertained in relation to the accuracy of measurements and while every attempt was made to give accurate particulars in relation to the areas being let, no guarantee is given or implied therein and no responsibility is accepted for any inaccuracies.

6. If the Licensor gives the Licensee notice of any failure to do repairs required by this Licence, the Licensee shall commence the work within one month, or immediately in case of emergency, and to proceed with it diligently. In default, the Licensor shall be entitled to enter the lands to carry out the repairs and the cost thereof may be recovered by the Licensor as a simple contract debt in any court of competent jurisdiction.

7. The Licensee shall allow the Licensor, their servants or agents to enter on the Licensed Lands at any time during the License Period on service of at least four days notice to the Licensee for the purposes of inspection/surveying/soil testing. The Licensor shall not be held liable for any accident, loss, injury or other misadventure attributed to such inspection which may occur to the Licensee, his or her agents, employees, stock, crops or other property while the Licensee is in occupation of the lands.

8. The Licensees shall destroy all noxious weeds at his/her own expense within the meaning of the Noxious Weeds Act, 1936 as amended on said lands and shall keep down the growth of noxious weeds as defined thereon during the Licence Period. For avoidance of doubt ragwort, thistle, dock and wild oat amongst others are listed as noxious weeds.

9. The Licensor shall not be responsible for any water supply. The Licensee shall make any necessary provision for same throughout the letting.

10. To take such measures as may be necessary to ensure that any effluent discharged into the drains or sewers which belong to or use for the Licensed Lands in common with other hereditaments and premises will not be corrosive or in any way harmful to the said drains or sewers or cause any obstruction or deposit therein.

11. The Licensee shall comply with environmental regulations governing agriculture. Failure to comply with environmental regulations governing agriculture shall be a breach of this agreement.

12. Without prejudice to any other clause herein, not to keep or allow to be kept on the Licensed Land any substance or material of a combustible or offensive nature, the keeping whereof may require a Licence/Consent of any Local or Public Authority unless the Licensee obtains such Licence/Consent and complies with the terms and conditions thereof. The Licensee shall inform the Licensor in writing of any application for and of the issuing of such Licence/Consent.

13. The Licensee shall not do or permit to be done any act or thing which might be or grow to be a nuisance or to the annoyance, damage or inconvenience of the neighbourhood or the property adjoining or near the Licensed Lands or of the owners or occupiers of any such property. The Licensee shall not do or permit any damage to the present trees and fences on the Licensed Lands.

14. The Licensee shall not do or permit to be done upon the Licensed Lands anything which may render the Licensor or the owner of the adjoining premises liable to pay and increased or penal premium in respect of any insurance policies by the Licensor or the owners of adjoining premises which might render such insurance policies void or voidable or in any way prejudice the right of or increase the responsibility of the Licensor or the owners of the adjoining premises under any such insurance policies.

15. During the term of this agreement the Licensee shall indemnify Fingal County Council, its Servants and Agents and save it harmless from all losses, damages, liabilities, costs and expenses (including necessary legal expenses) arising out of injury to any person or loss of or damage to any property whatsoever, resulting from or in any way connected with or arising out of the use of the property by the Licensee and its servants or agents.

16. Without prejudice or limitation to the Licensee's liability as set out above, the Licensee shall maintain a public liability policy of insurance with an indemnity limit of not less than **€2.6 million** for any one accident unlimited in any period of insurance. The policy shall include an indemnity to Fingal County Council and a copy of the policy shall be furnished to the Council on demand.

17. The Licensee shall remove all plant, machinery, crops and waste matter residue from the lands and shall give up clear possession of the Licensed Lands to the Licensor on the expiry of this Licence.

18. The Licensor is to have a general lien on all of the animals of the Licensee on the lands for any sum for the time being owned for pasturage or otherwise on foot of this agreement. The lien may be enforced by the sale by auction or private treaty of any animals for the time being on the lands.

19. Notwithstanding anything hereinbefore contained it is expressly agreed by the Licensee and declared that if he/she the Licensee shall be guilty of any breach of the conditions of this Agreement and fail to make good any such breach within a reasonable time it shall be lawful for the Licensor to enter upon the lands or any part thereof in the name of whole peaceably to hold and enjoy the Licensed Lands thenceforth as if these presents has not been made without prejudice however to any claim of the Licensor against the Licensee arising out of any antecedent breach of any conditions of this License.

20. The Licensee hereby agrees to indemnify and keep indemnified the Licensor against the breach, non-performance and non-observance by the Licensee of any of the covenants and conditions on the Licensee's part herein contained or of the provisions or stipulations herein contained and intended to be performed and observed by the Licensee and against any actions, costs, claims, expenses and demand whatsoever or howsoever arising in respect of or as a consequence (whether the direct or indirect) of any such breach, non-performance and non-observances aforesaid.

21. The Licensee agrees to pay the Licence Fee payable to the Licensor by way of paying the fee by direct debit into the bank account of the Licensor or by way of two half yearly payments agreed by the Property Services Section of the Licensor.

22. The Licensee shall ensure any public or private right of way shall not be obstructed but such right of way will not be interfered with or damage the licensed property or growing crops.

23. The licence may be revoked by the Licensor upon serving of 14 days prior to written notice of its intention to do so on the licence if the Licence Fee or the sum reserved by this agreement is unpaid within 14 days after becoming payable. Upon termination of this licence, this licence shall at the expense of the Licensor immediately remove the crops, plant, machinery and equipment and reinstate the Licensed Lands to the condition as existed on the date of the grant of this licence. In the event of such said crops not being removed in a timely fashion, any residue crops shall remit to the Licensor. The licence may be revoked by the Licensor upon giving the Licensee written notice of verification ("Termination Notice") in the event of material breached by the Licensee of its obligations or under any part of this licence such as the Licensee has failed to remedy within 30 days after been given notice in writing by the Licensor requiring the said breach be remedied. The Licensee shall, upon receipt of a termination notice immediately withdraw from the Licensed Lands and remove all its crops, plant machinery and equipment. The Licensee shall reinstate the lands to the condition that existed on the grant of this licence. In the event of the licence being revoked in accordance with this clause the Licensee shall not be entitled to seek any payment or compensation from the Licensor.

24. This agreement should be governed by reference to Irish Law and Irish Courts.

25. The Licensee hereby admits and acknowledges that the Licensor is the owner of the licence lands and the Licensee has no legal title or claim of any kind of licensed land. The Licensee shall not assign, under let, part with or otherwise in any way whatsoever under this licence without the prior written consent of the Licensor.

26. The Licensee acknowledges that he has read and fully understands the terms of the licence and has received independent legal advice in respect of the licence and the terms thereof.

IN WITNESS WHEREOF the Licensee has hereunto set his hand and affixed his seal and the Licensor has caused its Common Seal to be affixed the day and year first herein written.

Signed and Delivered by

NAME

In the presence of:

**PRESENT when the Common Seal
Of FINGAL COUNTY COUNCIL
Was affixed hereto**

Nominated Employee

Senior Executive Officer

APPENDIX F

CON-ACRE GRAZING TERMS AND CONDITIONS

Terms & Conditions outlined on attached grazing Con-Acre Agreement

GRAZING AGREEMENT

This Licence Agreement made the **2nd day of January 2025** between **FINGAL COUNTY COUNCIL** of County Hall, Swords, County Dublin, Local Authority (hereinafter called "the Licensor") which expression shall include its successors and assigns of the One Part and **NAME & ADDRESS** (hereinafter called "The Licensee") of the Other Part.

Whereas: -

1. In consideration of the payment of the sum of **€XXXXXX** euro (hereinafter referred to as the "Licence Fee") to be paid by the Licensee to the Licensor by way of two instalments on the 3rd February 2025 and 1st July 2025 (the receipt of which the Licensor hereby acknowledges) **AND IN FURTHER** consideration of the Undertaking by the Licensee to us for grazing only on a total of **XXX** acres or thereabouts statute measure of lands situate at **XXXXXXXXXXXX** in the County of Dublin or more particularly identified as Lot No. X on Map No. X outlined in black on the map attached hereto (hereinafter referred to as the "Licensed Lands") for a fixed term of **Eleven Months from the 2nd day of January 2025 to the 30th day of November 2025 inclusive** (hereinafter referred to as the "Licence Period") subject to the terms and conditions set out in the Schedule hereto.

2. The Licensee hereby covenants with the Licensor that he/she will observe all the terms and conditions contained in the Schedule hereto as to each term and condition applicable to the Licensee was incorporated as a separate covenant with the Licensor.

SCHEDULE

1. The Licensee shall not remove any timber, sand, gravel or other mineral products off the Licensed Lands without the prior approval of the Licensor. The Licensee shall not store vehicles without the prior approval of the Licensor.

2. The Licensee shall not construct or cause to be constructed or erected on the Licensed Lands any fixture or building of a permanent or temporary nature without the prior consent in writing of the Licensor.

3. The Licensee shall execute all such works as any Local or Public Authority may require to be carried out in respect of the Licensed Lands including any buildings erected on the site with the consent of the Licensor and immediately after the receipt of any notice requiring such works to be carried out, the Licensee shall send a copy thereof to the Licensor.

4. The Licensee shall be liable for all the consequences of the lack of repair of such gates, fences, hedges, drains and trees whether arising from the escape from the lands of his/her livestock or any trespass by his/her livestock on adjoining properties not occupied by him/her or on the public highway and for all repair and the Licensee hereby indemnifies the Licensor against all claims and demands of whatsoever nature arising out of such lack of repair. It is especially agreed by the Licensee that he/she accepts full responsibility for his/her livestock on the lands and agree that the Licensor is in no way responsible for liable for accidents, loss or damage to the livestock from any cause whatsoever.

5. The Licensee acknowledges that the Licensed Lands have been inspected by the Licensee prior to the commencement of the licence and let subject to map measurements. No dispute will be entertained in relation to the accuracy of measurements and while every attempt was made to give accurate particulars in relation to the areas being let, no guarantee is given or implied therein and no responsibility is accepted for any inaccuracies.

6. If the Licensor gives the Licensee notice of any failure to do repairs required by this Licence, the Licensee shall commence the work within one month, or immediately in case of emergency, and to proceed with it diligently. In default, the Licensor shall be entitled to enter the lands to carry out the repairs and the cost thereof may be recovered by the Licensor as a simple contract debt in any court of competent jurisdiction.

7. The Licensee shall allow the Licensor, their servants or agents to enter on the Licensed Lands at any time during the License Period on service of at least four days notice to the Licensee for the purposes of inspection/surveying/soil testing. The Licensor shall not be held liable for any accident, loss, injury or other misadventure attributed to such inspection which may occur to the Licensee, his or her agents, employees, stock, crops or other property while the Licensee is in occupation of the lands.

8. The Licensees shall destroy all noxious weeds at his/her own expense within the meaning of the Noxious Weeds Act, 1936 as amended on said lands and shall keep down the growth of noxious weeds as defined thereon during the Licence Period. For avoidance of doubt ragwort, thistle, dock and wild oat amongst others are listed as noxious weeds.

9. The Licensee shall ensure that any animals not in his/her ownership which strays onto the Licensed Land shall be removed and any resultant damage made good. The Licensor shall not be held liable for any accident, loss, damage or other misadventure attributable to such damage which may occur to the Licensee, his/her agents, employees while the Licensee is in occupation of the Licensed Land.

10. To take such measures as may be necessary to ensure that any effluent discharged into the drains or sewers which belong to or use for the Licensed Lands in common with other hereditaments and premises will not be corrosive or in any way harmful to the said drains or sewers or cause any obstruction or deposit therein.

11. The Licensee shall comply with environmental regulations governing agriculture. Failure to comply with environmental regulations governing agriculture shall be a breach of this agreement.

12. Without prejudice to any other clause herein, not to keep or allow to be kept on the licensed land any substance or material of a combustible or offensive nature, the keeping whereof may require a Licence/Consent of any Local or Public Authority unless the Licensee obtains such Licence/Consent and complies with the terms and conditions thereof. The Licensee shall inform the Licensor in writing of any application for and of the issuing of such Licence/Consent.

13. The Licensee shall not do or permit to be done any act or thing which might be or grow to be a nuisance or to the annoyance, damage or inconvenience of the neighbourhood or the property adjoining or near the Licensed Lands or of the owners or occupiers of any such property. The Licensee shall not do or permit any damage to the present trees and fences on the Licensed Lands.

14. The Licensee shall not do or permit to be done upon the Licensed Lands anything which may render the Licensor or the owner of the adjoining premises liable to pay an increased or penal premium in respect of any insurance policies by the Licensor or the owners of adjoining premises which might render such insurance policies void or voidable or in any way prejudice the right of or increase the responsibility of the Licensor or the owners of the adjoining premises under any such insurance policies.

15. During the term of this agreement the Licensee shall indemnify Fingal County Council, its Servants and Agents and save it harmless from all losses, damages, liabilities, costs and expenses (including necessary legal expenses) arising out of injury to any person or loss of or damage to any property whatsoever, resulting from or in any way connected with or arising out of the use of the property by the Licensee and its servants or agents.

16. Without prejudice or limitation to the Licensee's liability as set out above, the Licensee shall maintain a public liability policy of insurance with an indemnity limit of not less than **€6.5 million** for any one accident unlimited in any period of insurance. The policy shall include an indemnity to Fingal County Council and a copy of the policy shall be furnished to the Council on demand.

17. The Licensee shall remove all plant, machinery and stock from the lands and shall give up clear possession of the Licensed Lands to the Licensor on the expiry of this Licence.

18. The Licensor shall not be responsible to the Licensee for any loss or injury which may occur through the animal escaping from any field in which they may be pastured, and the Licensee must indemnify the Licensor against any claim which may be made against the Licensor in consequence or any trespass by the Licensees animals. During the period of this Licence all animals are at the risk of the Licensee as regards accident, illness or misadventure of any description.

19. The Licensor is to have a general lien on all of the animals of the Licensee on the lands for any sum for the time being owned for pasturage or otherwise on foot of this agreement. The lien may be enforced by the sale by auction or private treaty of any animals for the time being on the lands.

20. Notwithstanding anything hereinbefore contained it is expressly agreed by the Licensee and declared that if he/she the Licensee shall be guilty of any breach of the conditions of this Agreement and fail to make good any such breach within a reasonable time it shall be lawful for the Licensor to enter upon the lands or any part thereof in the name of whole peaceably to hold and enjoy the Licensed Lands thenceforth as if these presents has not been made without prejudice however to any claim of the Licensor against the Licensee arising out of any antecedent breach of any conditions of this Licence.

21. The Licensee hereby agrees to indemnify and keep indemnified the Licensor against the breach, non-performance and non-observance by the Licensee of any of the covenants and conditions on the Licensee's part herein contained or of the provisions or stipulations herein contained and intended to be performed and observed by the Licensee and against any actions, costs, claims, expenses and demand whatsoever or howsoever arising in respect of or as a consequence (whether the direct or indirect) of any such breach, non-performance and non-observances aforesaid.

22. The Licensee agrees to pay the Licence Fee payable to the Licensor by way of paying the fee by direct debit into the bank account of the Licensor by way of two half yearly payments agreed by the Property Services Section of the Licensor.

23. The Licensee shall ensure any public or private right of way shall not be obstructed.

24. The licence may be revoked by the Licensor upon serving of 14 days prior to written notice of its intention to do so on the licence if the Licence Fee or the sum reserved by this agreement is unpaid within 14 days after becoming payable. Upon termination of this licence, this licence shall at the expense of the Licensor immediately remove the

livestock and reinstate the Licensed Lands to the condition as existed on the date of the grant of this licence. In the event of such said crops not being removed in a timely fashion, any residue crops shall remit to the Licensor. The licence may be revoked by the Licensor upon giving the Licensee written notice of verification ("Termination Notice") in the event of material breached by the Licensee of its obligations or under any part of this licence such as the Licensee has failed to remedy within 30 days after been given notice in writing by the Licensor requiring the said breach be remedied. The Licensee shall, upon receipt of a termination notice immediately withdraw from the Licensed Lands and remove all its livestock, plant machinery and equipment. The Licensee shall reinstate the lands to the condition that existed on the grant of this licence. In the event of the licence being revoked in accordance with this clause the Licensee shall not be entitled to seek any payment or compensation from the Licensor.

25. This agreement should be governed by reference to Irish Law and Irish Courts.

26. The Licensee hereby admits and acknowledges that the Licensor is the owner of the licence lands and the Licensee has no legal title or claim of any kind of licensed land. The Licensee shall not assign, under let, part with or otherwise in any way whatsoever under this licence without the prior written consent of the Licensor.

27. The Licensee acknowledges that he has read and fully understands the terms of the licence and has received independent legal advice in respect of the licence and the terms thereof.

28. The Licensor shall not be responsible for any water supply. The Licensee shall make any necessary provision for same throughout the letting. The Licensor shall not be responsible for any water supply. The Licensee shall make any necessary provision for same throughout the letting. Any water abstractions undertaken shall be in accordance with the European Union (Water Policy) (Abstractions Registration) Regulations 2018 (S.I. No. 261 of 2018). Abstractions of 25 cubic meters (25,000 litres) of water or more per day are required to register their water abstraction with the Environmental Protection Agency.

29. On the instruction of the Department of Agriculture, Food and Marine and in accordance with Commission Regulations no: 504/2008 all horses, ponies, donkeys and other equidae must be identified by means of a passport and microchip.

IN WITNESS WHEREOF the Licensee has hereunto set his hand and affixed his seal and the Licensor has caused its Common Seal to be affixed the day and year first herein written.

Signed and Delivered by

NAME

In the presence of:

**PRESENT when the Common Seal
Of FINGAL COUNTY COUNCIL
Was affixed hereto**

Nominated Employee

Senior Executive Officer

APPENDIX G

NEW REGULATIONS - (S.I. 393 of 2022)

**European Union (Good Agricultural Practice for Protection of Waters)
(Amendment) Regulations 2022**



STATUTORY INSTRUMENTS.

S.I. No. 393 of 2022

EUROPEAN UNION (GOOD AGRICULTURAL PRACTICE FOR
PROTECTION OF WATERS) (AMENDMENT) REGULATIONS 2022

‘fertilisation plan’ means an advance calculation about the planned use and availability of nutrients;

‘fertilisation account’ means the nutrient balance based on the real use and uptake of nutrients;

‘grassland farms’ means holdings where 80 % or more of the agricultural area available for manure application is grass;

‘heavy rain’ means rainfall meeting the criteria for yellow, orange or red rainfall warnings issued by Met Eireann;

‘intersecting watercourse’ means where a land parcel is sloped towards a watercourse and any surface water run-off would drain into that watercourse

‘late harvested crops’ includes vegetable crops harvested after 15th September as well as fodder beet, sugar beet, main crop potatoes and maize excluding cereal crops and beans;

‘parcel’ means an individual field or a group of fields, homogeneous regarding cropping, soil type and fertilisation practices;

‘shallow cultivation’ means any soil disturbance increasing soil–seed contact that will promote seed germination;

‘soil consolidation’ means rolling soil to increase soil–seed contact and promote seed germination.

3. The following Article 7 (2) is substituted for Article 7 (2) of the 2022 Regulations:

“Storage facilities being provided on a holding on or after 31st March 2009 shall -

- (a) be designed, sited, constructed, maintained and managed so as to prevent run-off or seepage, directly or indirectly, into groundwater or surface water of a substance specified in sub-article (1), and
- (b) comply with such construction specifications for those facilities as may be approved from time to time by the Minister for Agriculture, Food and the Marine.”

4. The following Article 9 is substituted for Article 9 of the 2022 Regulations:

“Without prejudice to the generality of Article 8, the capacity of facilities for the storage on a holding of -

- (a) effluent produced by ensiled forage and other crops shall equal or exceed the capacity specified in Table 5 of Schedule 2,
- (b) soiled water shall equal or exceed the capacity required to store all soiled water likley to arise on the holding during a period of 10 days if the soiled water storage facilities where constructed

“Where green cover is provided for in compliance with this Article, the cover shall not be removed by ploughing or by the use of a non-selective herbicide before 1st December unless a crop is sown within two weeks of its removal subject to sub-article 7”

10. The following Article 21 (7) is substituted for Article 21 (7) of the 2022 Regulations:

“Shallow cultivation or sowing of a crop must take place within 10 days of baling of straw post harvest. Where straw is chopped shallow cultivation or sowing a crop must take place within 10 days of harvest. In all circumstances, shallow cultivation or sowing of a crop must take place within 14 days of harvesting. In certain weather conditions, the Minister, in discussion with the Minister for Agriculture, Food and the Marine, may advise when this should not apply.

Soil consolidation as an alternative to shallow cultivation may apply in situations following oilseed rape or where the Land Parcel Identification System (LPIS) parcel, or part thereof, has been certified by a Farm Advisory System (FAS) approved advisor as containing certain grass weeds (*Bromus hordeaceus*, *Bromus commutatus*, *Bromus secalinus* or *Alopecurus myosuroides*). If soil consolidation is practiced as an alternative to shallow cultivation it must take place within the times set out in the first sub-paragraph above.

In counties Carlow, Cork, Dublin, Kildare, Kilkenny, Laois, Louth, Meath, Offaly, Tipperary, Waterford, Westmeath, Wexford and Wicklow shallow cultivation or sowing of a crop must take place within 10 days of baling straw post-harvest.

A minimum of 20% and a maximum of 25% of cereal land on each holding shall not be subject to shallow cultivation post-harvest. Unless a crop has subsequently been established, this land shall not be subject to the use of any herbicides until at least February 1st in the following year. If the cereal area includes land where water flowing over the land surface can enter a watercourse this area should be prioritised for inclusion within the cereal area that is not subject to shallow cultivation post-harvest.

(8) Article 21, sub-article 7 shall not apply in the following cases:

- i. Where the farmer is certified in accordance with Regulation (EU) 2018/848.
- ii. Where root crops or late harvested crops have been harvested.
- iii. Where a cereal crop or beans have been harvested after 15th September or where a cereal crop has been undersown with another crop.
- iv. Where a winter cereal crop, oilseed rape or beans is due to be sown on the land by the 31st October.

Table 11 Phosphorus index system

Soil Index	phosphorus	Soil phosphorus ranges (mg/l)	
		Grassland	Other crops
1		0.00-3.04	0.00-3.04
2		3.05-5.04	3.05-6.04
3		5.05-8.00	6.05-10.00
4		> 8.01	>10.01

15. The following Schedule 4 (2)(b) is substituted for Schedule 4 (2)(b) of the 2022 Regulations:

“8th October¹¹ to 15th January in the case of the application of organic fertiliser (other than farmyard manure) and not withstanding sub-paragraph (5)”

16. The following Schedule 4 (3)(b) is substituted for Schedule 4 (3)(b) of the 2022 Regulations:

“8th October¹¹ to 15th January in the case of the application of organic fertiliser (other than farmyard manure) and not withstanding sub-paragraph (5)”

17. The 2022 Regulations are amended by the insertion of the following after Part 6:

“Part 7

Implementation of Commission Decision

34. The Minister for Agriculture, Food and the Marine shall be the competent authority for the purposes of verifying compliance with a derogation granted under the Commission Decision.

35. (1) The application to land, on a holding in any year of livestock manure in excess of the amount specified in Article 20(1) shall be deemed not to be a contravention of that sub-article where all of the following conditions are met—

- (a) the occupier of the holding has made application in respect of that year to the Minister for Agriculture, Food and the Marine for authorisation of a derogation from the requirements of that sub-article;

18. The 2022 Regulations are amended by the insertion of the following Schedule 5 after Schedule 4:

- (f) the foreseeable nitrogen and phosphorus crop requirements for each parcel;
- (g) results of soil analysis related to nitrogen and phosphorus soil status if available;
- (h) the nature of the fertiliser to be used;
- (i) a calculation of nitrogen and phosphorus application from manure for each parcel;
- (j) a calculation of nitrogen and phosphorus application from chemical and other fertilisers for each parcel.

The fertilisation plan shall be revised no later than seven days following any change in agricultural practices at the grassland farm.

4. Fertilisation accounts, including information related to the management of lime, nitrogen and phosphorus inputs and the management of soiled water, shall be prepared and kept for each grassland farm. For the calendar year 2022 they shall be submitted to the competent authority by 31 March 2023. For the calendar years 2023 onwards they shall be submitted by 31 January of the following calendar year.
5. Information related to manure transferred off the holding shall be submitted to the competent authority by 31 October each year.
6. Livestock manure shall not be spread in the autumn before grass cultivation.
7. At least 50 % of slurry produced on the grassland farm shall be applied by 15 June.

Land management

8. Farmers who wish to plough grassland shall do so between 1 March and 31 May
9. Ploughed grass on all soil types shall be followed by a crop with high nitrogen demand immediately and no later than three weeks after ploughing grass.
10. Crop rotation shall not include leguminous or other plants fixing atmospheric nitrogen. This shall, however, not apply to clover in grassland with less than 50 % clover and to other leguminous plants that are undersown with grass.

EXPLANATORY NOTE

(This note is not part of the Instrument and does not purport to be a legal interpretation)

These Regulations amend the European Union (Good Agricultural Practice for Protection of Waters) Regulations 2022. The purpose of the amendment is to give effect to the Commission Implementing Decision of 29 April 2022 on granting a derogation requested by Ireland pursuant to Council Directive 91/676/EEC concerning the protection of waters against pollution caused by nitrates from agricultural sources. In addition Article 21 has been amended to provide clarification and to ensure some uncultivated land is retained to support seed eating birds over the winter. They also make minor amendments to Articles 7, 9, 15, 16, 17 and 23, Schedule 4 and Table 7, 9 and 11 of the 2022 Regulations.

APPENDIX H

NEW REGULATIONS - (S.I. 113 of 2022)

**European Union (Good Agricultural Practice for Protection of Waters)
(Amendment) Regulations 2022**



STATUTORY INSTRUMENTS.

S.I. No. 113 of 2022

EUROPEAN UNION (GOOD AGRICULTURAL PRACTICE FOR
PROTECTION OF WATERS) REGULATIONS 2022

EUROPEAN UNION (GOOD AGRICULTURAL PRACTICE FOR
PROTECTION OF WATERS) REGULATIONS 2022

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PART 1
PRELIMINARY

Citation, commencement and application

1. (a) These Regulations may be cited as the European Union (Good Agricultural Practice for Protection of Waters) Regulations 2022.
- (b) These Regulations shall apply to all holdings in the State.
- (c) These Regulations shall apply to all movements of livestock manure in the State.
- (d) These Regulations shall come into effect on 11th March 2022.

Purpose of Regulations

2. The purpose of these Regulations is to give effect to Ireland's Nitrates Action Programme pursuant to Council Directive 91/676/EEC concerning the protection of waters against pollution caused by nitrates from agricultural source.

Revocations

3. The European Union (Good Agricultural Practice for Protection of Waters) Regulations 2017, the European Union (Good Agricultural Practice for Protection of Waters) (Amendment) Regulations 2018, the European Union (Good Agricultural Practice for Protection of Waters) (Amendment) Regulations 2020, the European Union (Good Agricultural Practice for Protection of Waters) (Amendment) (Nos. 2 and 3) Regulations 2020, and the European Union (Good Agricultural Practice for Protection of Waters) (Amendment) Regulations 2021 are hereby revoked.

Interpretation

4. (1) In these Regulations, save where the context otherwise requires—

“Act of 1992” means the Environmental Protection Agency Act, 1992 (No. 7 of 1992);

“Agency” means the Environmental Protection Agency established under section 19 of the Act of 1992;

“agriculture” includes the breeding, keeping and sale of livestock (including cattle, horses, pigs, poultry, sheep and any creature kept for the production of food, wool, skins or fur), the making and storage of silage, the cultivation of land, and the growing of crops (including forestry and horticultural crops);

“application to land”, in relation to fertiliser, means the addition of fertiliser to land whether by spreading on the surface of the land, injection into the land,

“livestock manure” means waste products excreted by livestock or a mixture of litter and waste products excreted by livestock, even in processed form;

“local authority” means a city council or county council within the meaning of the Local Government Act, 2001 (No. 37 of 2001);

“local authority shared service” means common or combined services provided to more than one local authority, the provision of which (to the local authorities concerned) enables, assists or facilitates the carrying out of any administrative task or process necessary for or incidental to the performance of a function assigned under these regulations to local authorities.

“the Minister” means the Minister for Housing, Local Government and Heritage;

“the Nitrates Directive” means Council Directive 91/676/EEC of 12 December 1991 concerning the protection of waters against pollution caused by nitrates from agricultural sources;

“occupier”, in relation to a holding, includes the owner, a lessee, any person entitled to occupy the holding or any other person having for the time being control of the holding;

“OSi” means Ordnance Survey Ireland established by Ordnance Survey Ireland Act, 2001 (No. 43 of 2001).

“organic fertiliser” means any fertiliser other than that manufactured by an industrial process and includes livestock manure, dungstead manure, farmyard manure, slurry, soiled water, silage effluent, spent mushroom compost, non-farm organic substances such as sewage sludge, industrial by-products and sludges and residues from fish farms;

“ploughing” includes ploughing and primary cultivation, excluding shallow cultivation carried out to encourage natural regeneration;

“relevant local authority” means the local authority in whose administrative area a farm holding or part of a farm holding is situated;

“river basin district” means a river basin district established by the European Communities (Water Policy) Regulations, 2003 (S.I. No. 722 of 2003) or any amendment thereof in relation to the establishment of river basin districts;

“slurry” includes—

- (a) excreta produced by livestock while in a building or yard, and
- (b) a mixture of such excreta with rainwater, washings or other extraneous material or any combination of these, of a consistency that allows it to be pumped or discharged by gravity at any stage in the handling process but does not include soiled water;

“soil test” means a soil sample taken in accordance with the soil sampling procedure set out in Schedule 1 and analysed in accordance with that Schedule, at a laboratory that meets the requirements of the Minister for Agriculture, Food and the Marine for this purpose;

“soiled water” has the meaning assigned by sub-article (2);

- (b) a sub-article or paragraph which is not otherwise identified is a reference to a sub-article or paragraph of the provision in which the reference occurs, and
- (c) a period between a specified day in a month and a specified day in another month means the period commencing on the first-mentioned day in any year and ending on the second-mentioned day which first occurs after the first-mentioned day.

(4) In these Regulations a footnote to a table in Schedule 2 shall be deemed to form part of the table.

PART 2

FARMYARD MANAGEMENT

Minimisation of soiled water

5. (1) An occupier of a holding shall take all such steps, as far as is practicable for the purposes of minimising the amount of soiled water produced on the holding.

(2) Without prejudice to the generality of sub-article (1), an occupier of a holding shall ensure, as far as is practicable, that—

- (a) clean water from roofs and unsoiled paved areas and that flowing from higher ground on to the farmyard is diverted away from soiled yard areas and prevented from entering storage facilities for livestock manure and other organic fertilisers, soiled water, and effluents from dungsteeds, farmyard manure pits, silage pits or silage clamps and
- (b) rainwater gutters and downpipes where required for the purposes of paragraph (a) are maintained in good working condition.

(3) The spreading of soiled water to land is prohibited between the following dates:

- (a) Between 21st December and 31st December for all milk producers from 2022,
- (b) Between 10th December and 31st December for all milk producers from 2023,
- (c) Between 1st December and 31st December from 2024 onwards for all milk producers with the exception of winter/liquid milk⁶ producers, and
- (d) Between 1st December and 31st December from 1st January 2025 onwards for all milk producers including winter/liquid milk¹ producers

⁶ Holdings that produce milk during the winter and hold a winter/liquid milk contract with their milk processor.

(3) For the purposes of Articles 8 to 14, the capacity of storage facilities on a holding shall be disregarded insofar as the occupier does not have exclusive use of those facilities.

(4) For the purposes of Articles 10 to 14 the capacity of facilities required in accordance with these Regulations for the storage of manure from livestock of the type specified in Tables 1, 2 or 3 of Schedule 2 shall be determined by reference to the criteria set out in the relevant table and the rainfall criteria set out in Table 4 of that schedule and shall include capacity for the storage for such period as may be necessary for compliance with these Regulations of rain-water, soiled water or other extraneous water which enters or is likely to enter the facilities.

(5) The occupier of a holding shall only be eligible to avail of a derogation from the limits on the amount of livestock manure to be applied as specified in Article 20 if the capacity of storage facilities for livestock manure, effluent and soiled water on the holding is in accordance with Articles 8 and 9.

(6) Subject to sub-article (7), the spreading of all slurry must be applied by:

- (a) 8th October from 2022;
- (b) 1st October from 2023 onwards.

(7) Notwithstanding sub-article (6), slurry may be spread between 8th and 15th October in 2022, and between 1st and 15th October from 2023 in accordance with criteria to be published by the Minister, in consultation with the Minister for Agriculture, Food and the Marine, by 1st September 2022.

Capacity of storage facilities for effluents and soiled water

9. Without prejudice to the generality of Article 8, the capacity of facilities for the storage on a holding of—

- (a) effluent produced by ensiled forage and other crops shall equal or exceed the capacity specified in Table 5 of Schedule 2,
- (b) soiled water shall equal or exceed the capacity required to store all soiled water likely to arise on the holding during a period of 10 days,
- (c) soiled water being provided on a holding shall equal or exceed the capacity required to store all soiled water likely to arise on the holding during a period of 15 days, and
- (d) From 1st December 2023, a minimum of 3 weeks' storage capacity shall be in place on the holding and from 1st December 2024, a minimum of 4 weeks' storage capacity shall be in place on the holding except for winter/liquid milk producers where this storage must be in place by 1st December 2025.

Capacity of storage facilities for pig manure

10. (1) Without prejudice to the generality of Article 8, the capacity of facilities for the storage on a holding of livestock manure produced by pigs

Reduced storage capacity in certain circumstances

14. (1) The capacity of facilities for the storage of livestock manure on a holding may, to such extent as is justified in the particular circumstances of the holding, be less than the capacity specified in Article 10, 11, 12 or 13, as appropriate, in the case of a holding where—

- (a) the occupier of the holding has a contract providing exclusive access to adequate alternative storage capacity located outside the holding,
- (b) the occupier has a contract for access to a treatment facility for live-stock manure, or
- (c) the occupier has a contract for the transfer of the manure to a person registered under and in accordance with the European Communities (Transmissible Spongiform Encephalopathies and Animal By-products) Regulations 2008 (S.I. No. 252 of 2008) to undertake the transport of manure.

(2) Subject to sub-article (3), the capacity of facilities for the storage of live-stock manure may be less than the capacity specified in Article 12 or 13, as appropriate, in relation to—

- (a) deer, goats or sheep which are out-wintered at a grassland stocking rate which does not exceed 130 kg nitrogen until 31st December 2024 and 100 kg nitrogen from 1st January 2025 onwards at any time during the period specified in Schedule 4 in relation to the application of organic fertiliser other than farmyard manure, or
- (b) livestock (other than dairy cows, deer, goats or sheep) which are out-wintered at a grassland stocking rate which does not exceed 85 kg nitrogen at any time during the period specified in Schedule 4 in relation to the application of organic fertiliser other than farmyard manure.

The requirement for full storage for those holdings stocked between 100 kg N/ha and 130 kg N/ha applies from 1st January 2025.

(3) Sub-article (2) shall apply only in relation to a holding where all the following conditions are met—

- (a) all the lands used for out-wintering of the livestock are comprised in the holding,
- (b) the out-wintered livestock have free access at all times to the required lands,
- (c) the amount of manure produced on the holding does not exceed an amount containing 130 kg of nitrogen per hectare per annum until 31st December 2024 and 100 kg of nitrogen per hectare per annum from 1st January 2025 onwards,
- (d) severe damage to the surface of the land by poaching does not occur, and

manure from the holding, a maximum crude protein content of 15% is permissible in concentrate feedstuff fed to grazing livestock on the holding between 15th April and 30th September. Records of crude protein content of concentrate feedstuff shall be kept in accordance with Article 23(1)(j).

(7) On holdings with grassland stocking rates of 170 kg nitrogen per hectare from grazing livestock manure or above prior to export of livestock manure from the holding, a liming programme shall be prepared and must establish the following:-

- (a) A calculation of liming requirements for each parcel to achieve optimum pH;
- (b) A lime application programme for the farm.

(8) The stocking rate allowance for commonage land shall not exceed 50 kg organic nitrogen per hectare.

(9) Chemical fertiliser shall not be spread on commonage land.

Duty of occupier in relation to nutrient management

16. (1) An occupier of a holding shall take as far as is practicable all such steps for the purposes of preventing the application to land of fertilisers in excess of crop requirement on the holding.

(2) For the purposes of the determination of the grassland stocking rate in tables 12, 13A and 13B the previous calendar year's stocking rate data shall be used.

- (3) (a) For the purposes of this article, the phosphorus index for soil shall be deemed to be phosphorus index 3 unless a soil test indicates that a different phosphorus index is appropriate in relation to that soil subject to paragraph (e).
- (b) The soil test to be taken into account for the purposes of paragraph (a) in relation to soil shall, subject to paragraph (c), be the soil test most recently taken in relation to that soil.
- (c) Where a period of four years or more has elapsed after the taking of a soil test, the results of that test shall be disregarded for the purposes of paragraph (a) except in a case where that soil test indicates the soil to be at phosphorus index 4.
- (d) The phosphorus fertilisation rate for soils with more than 20% organic matter shall not exceed the amounts permitted for Index 3 soils, subject to the provisions of paragraph (e).
- (e) For the purposes of paragraph (d), soils shall be deemed to have an organic matter content of 20% as defined on a Teagasc-EPA Indicative Soils map unless otherwise determined in soil tests carried out in accordance with this article.
- (f) From 11th March 2022 all occupiers of holdings that have a grassland stocking rate of 170 kg N/ha or above prior to export

PART 4
PREVENTION OF WATER POLLUTION FROM FERTILISERS AND
CERTAIN ACTIVITIES

Distances from a water body and other issues

17. (1) Chemical fertiliser shall not be applied to land within 2m of any surface waters.

(2) Organic fertiliser or soiled water shall not be applied to land within—

- (a) 200m of the abstraction point of any surface waters, borehole, spring or well used for the abstraction of water for human consumption in a water scheme supplying 100m³ or more of water per day or serving 500 or more persons,
- (b) 100m of the abstraction point (other than an abstraction point specified in paragraph (a)) of any surface waters, borehole, spring or well used for the abstraction of water for human consumption in a water scheme supplying 10m³ or more of water per day or serving 50 or more persons,
- (c) 25m of any borehole, spring or well used for the abstraction of water for human consumption other than a borehole, spring or well specified in paragraph (a) or (b),
- (d) 20m of a lake shoreline or a turlough likely to flood,
- (e) 15m of exposed cavernous or karstified limestone features (such as swallow-holes and collapse features),
- (f) subject to sub-article (12), 5m of any surface waters (other than a lake or surface waters specified at paragraph (a) or (b)), or
- (g) the distance specified in sub-article 2(f) shall be increased to 10m for a period of two weeks preceding and two weeks following the periods specified in Schedule 4.

(3) Notwithstanding the requirements of sub-articles (2)(a), (2)(b) and (2)(c), organic fertiliser or soiled water may be applied to land within:

- (a) 30m from the abstraction point in the case of any surface waters, bore-hole, spring or well used for the abstraction of water for human consumption in a water scheme supplying 10m³ or more of water per day or serving 50 or more persons, or
- (b) 15m from the abstraction point in the case of any borehole, spring or well used for the abstraction of water for human consumption other than a borehole, spring or well specified in paragraph (a),

where the provisions of sub-article (4) are complied with.

(4) Organic fertiliser or soiled water may only be applied to land in accordance with sub-article (3) where a local authority or Irish Water (as the case may be) has completed a technical assessment of conditions in the vicinity

(8) A distance specified by a local authority in accordance with sub-articles (3), (5), (6) and (7) may be described as a distance or distances from an abstraction point, a hydrogeological boundary or topographical feature or as an area delineated on a map or in such other way as appears appropriate to the authority.

(9) In relation to sub-articles (6) and (7), "prior investigations" means, in relation to an abstraction point, an assessment of the susceptibility of waters to contamination in the vicinity of the abstraction point having regard to—

- (a) the direction of flow of surface water or groundwater, as the case may be,
- (b) the slope of the land and its runoff potential,
- (c) the natural geological and hydrogeological attributes of the area including the nature and depth of any overlying soil and subsoil and its effectiveness in preventing or reducing the entry of harmful substances to water, and
- (d) where relevant, the technical specifications set out in the document "Groundwater Protection Schemes" published in 1999 (ISBN 1-899702-22-9) or any subsequent published amendment of that document.

(10) Where a local authority specifies a distance in accordance with either of sub-articles (3), (5), (6) or (7) the authority shall, as soon as may be—

- (a) notify the affected landowners, Irish Water, the Agency and the Department of Agriculture, Food and the Marine of the distance so specified,
- (b) send to the Agency a summary of the report of any investigations undertaken and the reasons for specifying the alternative distance,
- (c) make an entry in the register maintained in accordance with Article 30(6), and
- (d) publish and maintain on the local authority website an updated schedule of setback distances specified for each drinking water supply.

(11) The Agency may issue advice or direction to Irish Water or a local authority in relation to any requirements including requirements for technical assessments and prior investigations arising under sub-articles (2), (3), (4), (5), (6), (7), (8) or (9) and Irish Water or a local authority (as the case may be) shall comply with any such advice or direction given.

(12) Notwithstanding sub-article (2)(f), organic fertiliser or soiled water shall not be applied to land within 10m of any surface waters where the land has an average incline greater than 10% towards the water.

(13) Where farmyard manure is held in a field prior to landspreading it shall be held in a compact heap and shall not be placed within-

- (a) 250m of the abstraction point of any surface waters or borehole, spring or well used for the abstraction of water for human

Requirements as to manner of application of fertilisers, soiled water etc

18. (1) (a) Livestock manure, other organic fertilisers, effluents, soiled water and chemical fertilisers shall be applied to land in as accurate and uniform a manner as is practically possible.
- (b) Low emission slurry spreading equipment must be used for the application of slurry on holdings with grassland stocking rates of :
- i. 170 kg nitrogen per hectare from grazing livestock manure or above prior to export of livestock manure from the holding.
 - ii. 150 kg nitrogen per hectare from grazing livestock manure or above prior to export of livestock manure from the holding from 1st January 2023.
 - iii. 130 kg nitrogen per hectare from grazing livestock manure or above prior to export of livestock manure from the holding from 1st January 2024.
 - iv. 100 kg nitrogen per hectare from grazing livestock manure or above prior to export of livestock manure from the holding from 1st January 2025.
 - v. slurry produced by pigs on any holding from 1st January 2023.
- (c) From 1st January 2023, low emission equipment shall be used to apply livestock manure to arable land or the livestock manure shall be incorporated within 24 hours.
- (2) Organic and chemical fertilisers or soiled water shall not be applied to land in any of the following circumstances—
- (a) the land is waterlogged;
 - (b) the land is flooded or likely to flood;
 - (c) the land is snow-covered or frozen;
 - (d) heavy rain is forecast within 48 hours, or
 - (e) the ground slopes steeply and there is a risk of water pollution having regard to factors such as surface runoff pathways, the presence of land drains, the absence of hedgerows to mitigate surface flow, soil condition and ground cover.
- (3) A person shall, for the purposes of sub-article (2)(d), have regard to weather forecasts issued by Met Éireann.
- (4) Organic fertilisers or soiled water shall not be applied to land—
- (a) by use of an umbilical system with an upward-facing splashplate,
 - (b) by use of a tanker with an upward-facing splashplate,
 - (c) by use of a sludge irrigator mounted on a tanker, or

Ploughing and the use of non-selective herbicides

21. (1) Where arable land is ploughed between 1st July and 30th November the necessary measures, shall be taken within 14 days of ploughing to provide for emergence of green cover. A rough surface shall be maintained prior to a crop being sown in the case of lands ploughed between 1st December and 15th January.

(2) Where grassland is ploughed between 1st July and 15th October the necessary measures shall be taken within 14 days of ploughing to provide for emergence of green cover from a sown crop.

(3) Grassland shall not be ploughed between 16th October and 30th November.

(4) (a) When a non-selective herbicide is applied to arable land or to grassland in the period between 1st July and 30th November the necessary measures shall be taken to provide for the emergence, within 6 weeks of the application, of green cover from a sown crop or from natural regeneration.

(b) When a non-selective herbicide is applied to land after 15th October, the requirement in sub-article 4 (a) shall be reduced to 75% of the relevant cereal area where a contract is in place for seed crops or crops producing grain destined for human consumption which prohibits the application of a non-selective herbicide preharvest.

(5) Where green cover is provided for in compliance with this Article, the cover shall not be removed by ploughing or by the use of a non-selective herbicide before 1st December unless a crop is sown within two weeks of its removal.

(6) In the case of land which is ploughed in the course of a ploughing competition under the auspices of the National Ploughing Association, a temporary exemption applies in the form of an extension to the time period specified in sub-article (1) or (2) for establishment of green cover after the land is ploughed.

(7) Shallow cultivation or sowing of a crop must take place within 7 days of baling of straw post harvest. Where straw is chopped shallow cultivation or sowing a crop must take place within 7 days of harvest. In all circumstances, shallow cultivation or sowing of a crop must take place within 14 days of harvesting. In certain weather conditions, the Minister, in discussion with the Minister for Agriculture, Food and the Marine, may advise when this should not apply.

(3) Records shall be prepared for each calendar year by 31st March of the following year and shall be retained for a period of not less than five years.

(4) Notwithstanding sub-paragraphs (1), (2) and (3), an occupier shall, where requested by the Minister, the Minister for Agriculture, Food and the Marine, a local authority or the Agency, provide such information as is requested relating to the movement of organic fertilisers on or off the holding.

False or misleading information

24. A person shall not compile information which is false or misleading to a material extent or furnish any such information in any notice or other document for the purposes of these Regulations.

Authorised person

25. (1) In this Article, "authorised person" means—

- (a) a person who is an authorised person for the purposes of section 28 of the Local Government (Water Pollution) Act, 1977 (No. 1 of 1977), or
- (b) a person appointed under sub-article (11) to be an authorised person for the purposes of these Regulations.

(2) An authorised person may for any purpose connected with these Regulations—

- (a) enter and inspect any premises for the purposes of performing a function under these Regulations or of obtaining any information which he or she may require for such purposes,
- (b) at all reasonable times, or at any time if he or she has reasonable grounds for believing that there is or may be a risk to the environment, or that an offence under these Regulations is being or is about to be committed, arising from the carrying on of an activity at a premises, enter any premises and bring onto those premises such other persons (including a member of the Garda Síochána) or equipment as he or she may consider necessary, or
- (c) at any time if he or she has reasonable grounds for suspecting there may be a risk to the environment, or that an offence under these Regulations is being or is about to be committed, involving the use of any vehicle halt and board the vehicle and require the driver of the vehicle to take it to a place designated by the authorised person, and such a vehicle may be detained at that place by the authorised person for such period as he or she may consider necessary.

(3) An authorised person shall not enter into a private dwelling under this article unless one of the following conditions applies—

- (a) the entry is effected with the consent of the occupier or
- (b) the entry is authorised by a warrant issued under sub-article (7).

- (b) obstruct or impede an authorised person in the exercise of any of his or her powers,
- (c) give to an authorised person information which is to his or her knowledge false or misleading in a material respect, or
- (d) fail or refuse to comply with any direction or requirement of an authorised person.

(7) (a) Where an authorised person in the exercise of his or her powers under this Article is prevented from entering any premises, or if the authorised person has reason to believe that evidence related to a suspected offence under these Regulations may be present in any premises and that the evidence may be removed therefrom or destroyed, or if the authorised person has reason to believe that there is a significant immediate risk to the environment, the authorised person or the person by whom he or she was appointed may apply to the District Court for a warrant under this Article authorising the entry by the authorised person onto or into the premises.

(b) If, on application being made to the District Court under this Article, the District Court is satisfied, on the sworn information of the authorised person that he or she has been prevented from entering a premises, the Court may issue a warrant authorising that person, accompanied, if the Court deems it appropriate by another authorised person or a member of the Garda Síochána, as may be specified in the warrant, at any time or times within one month from the date of the issue of the warrant, on production if so requested of the warrant, to enter, if need be by force, the premises concerned and exercise the powers referred to in sub-article (4) or (5).

(8) An authorised person may, in the exercise of any power conferred on him or her by these Regulations involving the bringing of any vehicle to any place, or where he or she anticipates any obstruction in the exercise of any other power conferred on him or her by these Regulations, request a member of the Garda Síochána to assist him or her in the exercise of such a power and any member of the Garda Síochána to whom he or she makes such a request shall comply with this request.

(9) Any certificate or other evidence given, or to be given, in respect of any test, examination or analysis of any sample shall, in relation to that sample, be evidence, without further proof, of the result of the test, examination or analysis unless the contrary is shown.

(10) When exercising any power conferred on him or her by these Regulations an authorised person shall, if requested by any person affected, produce a certificate or other evidence of his or her appointment as an authorised person.

(11) A person may be appointed as an authorised person for the purposes of these Regulations by the Minister, the Minister for Agriculture, Food and the Marine or the Agency.

- (8) (a) Where a local authority has reason to believe that an offence has been or is being committed in relation to a holding the authority may by notice require the person who appears to the authority to be the occupier to provide such information as is specified in the notice in relation to the alleged offence and it shall be the duty of that person to provide such information within the time frame specified in the notice insofar as is known to him or her.
- (b) A notice issued in accordance with paragraph (a) shall set out the provisions of Articles 22(1) and 24 and of sub-article (1).

(9) Where a local authority considers that an offence under these Regulations has been or is being committed in relation to a holding the authority shall take such enforcement measures as are warranted by the circumstances and as are necessary to ensure satisfactory compliance with these Regulations and which, save in the case of a trivial or insignificant offence or specific mitigating circumstances, shall include prosecution for the alleged offence.

- (10) (a) Where on application by motion by the Agency or a local authority to the District Court, Circuit Court or the High Court, the court hearing the application is satisfied that a person has failed or is failing to comply with a provision of Parts 2 to 5 of these Regulations, the court may by order—
- (i) direct the person to comply with the provisions,
 - (ii) make such other provision, including provision in relation to the payment of costs, as the court considers appropriate, and
 - (iii) make such interim or interlocutory order as it considers appropriate.
- (b) An application for an order under this Article may be made whether or not there has been a prosecution for an offence under these Regulations in relation to the relevant failure of compliance and shall not prejudice the initiation of a prosecution for an offence under these Regulations in relation to the failure of compliance.

(11) The powers, duties and functions assigned to a local authority or the Agency by this Article are additional to, and not in substitution for, the powers, duties and functions assigned by the Local Government (Water Pollution) Acts 1977 and 1990 or any other statute.

(12) A local authority shall maintain a register of inspections undertaken of farm holdings and information received for the purposes of Article 26(8) and shall keep updated a record of all enforcement measures undertaken in accordance with the requirements of Article 26(9) and Article 29(6).

Making and review of action programme by the Minister

28. (1) The Minister shall, following consultation with the Minister for Agriculture, Food and the Marine and other interested parties in accordance with this Article, prepare and publish not later than 31st December 2025 and every four years thereafter, a programme of measures (hereafter in this Article referred to as “an action programme”) for the protection of waters against pollution from agriculture. An interim review of this action programme shall be undertaken by the Minister starting within the second year of the programme.

(2) An action programme required by sub-article (1) shall include all such measures as are necessary for the purposes of Article 5 of the Nitrates Directive and shall contain a review of the action programme most recently made for those purposes and of such additional measures and reinforced actions as may have been taken.

(3) The Minister shall ensure that all interested parties are given early and effective opportunities to participate in the preparation, review and revision of an action programme required by this Article and for this purpose shall—

- (a) inform interested parties by public notices or other appropriate means including electronic media, in relation to any proposals for the preparation, review or revision of an action programme,
- (b) make available to interested parties information in relation to the proposals referred to in paragraph (a) including information about the right to participate in decision-making in relation to those proposals,
- (c) provide an opportunity for comment by interested parties before any decision is made on the establishment, review or revision of an action programme,
- (d) in making any such decision, take due account of the comments made by interested parties and the results of the public participation, and
- (e) having examined any comments made by interested parties, make reasonable efforts to inform those parties of the decisions taken and the reasons and considerations on which those decisions are based, including information on the public participation process.

(4) The Minister shall ensure that such reasonable time is allowed as is sufficient to enable interested parties to participate effectively.

(5) Where the Minister publishes any information in accordance with this Article, the Minister shall—

- (a) do so in such manner as the Minister considers appropriate for the purpose of bringing that information to the attention of the public, and
- (b) make copies of that information accessible to interested parties free of charge through a website or otherwise.

functions assigned to the Agency by section 63 of the Environmental Protection Agency Act, 1992 (No. 7 of 1992) or any other statute.

Local authorities

30. (1) A local authority shall carry out, or cause to be carried out, such monitoring of surface waters and groundwater at selected measuring points within its functional area as makes it possible to establish the extent of pollution in the waters from agricultural sources and to determine trends in the occurrence and extent of such pollution.

(2) A local authority shall carry out or cause to be carried out such inspections of farm holdings as is necessary for the purposes of these Regulations and shall aim to co-ordinate its inspection activities with inspections carried out by other public authorities.

(3) For the purposes of sub-article (2) a local authority shall aim to develop co-ordination arrangements with other public authorities with a view to promoting consistency of approach in inspection procedures and administrative efficiencies between public authorities and to avoid any unnecessary duplication of administrative procedures and shall have regard to any inspection protocol which may be developed by the Minister, following consultation with the Minister for Agriculture, Food and the Marine.

(4) A local authority shall, in the exercise of its functions for the purposes of these Regulations—

(a) consult to such extent as it considers appropriate with the Minister, the Minister for Agriculture, Food and the Marine, the Agency, Irish Water and such other persons as it considers appropriate, and

(b) have full regard to any recommendations made, and comply with any direction given, to the authority by the Agency in accordance with Article 29.

(5) A local authority shall follow any protocol established by the Minister for furnishing a report of an inspection or inspections to the Department of Agriculture, Food and the Marine and such other persons as it considers appropriate for the purposes of these Regulations where non-compliance has been detected.

(6) A local authority shall maintain a register of all prior investigations carried out by the local authority itself or by Irish Water within its jurisdiction, and distances specified, for the purposes of Article 17.

Compliance with Data Protection Acts

31. The provision of information by a local authority, the Agency or the Minister for Agriculture, Food and the Marine in accordance with Article 27, 29 or 30 of these Regulations shall not be a breach of the Data Protection Acts, 1988, 2003 and 2018.

SCHEDULE 1

SOIL TEST

A soil test refers to the results of an analysis of a soil sample carried out by a soil-testing laboratory that meets the requirements of the Minister for Agriculture, Food and the Marine for this purpose.

The analysis for phosphorus and, where appropriate, organic matter content and soil pH, and the taking of soil samples shall be carried out in accordance with the procedures below.

Analysis for Phosphorus

The Morgan's extractable P test as detailed below shall be used to determine the Soil P Index. A review of this soil test methodology for phosphorus availability will be undertaken for the mid-term review of this programme.

Preparation of soil sample

The soil shall be dried at 40°C for at least 24 hours (longer if necessary to ensure complete drying) in a forced draught oven with moisture extraction facilities. It shall then be sieved through a 2 mm mesh screen to remove stones and plant debris. After thorough mixing, it shall be sub-divided to obtain a representative sample. Where large samples are received at the laboratory, the entire sample shall be dried and sieved prior to sub-sampling for analysis.

Morgan's extracting solution

Constituents:— 1,400 ml of 40% NaOH in approximately 15 litres of water. Add 1,440 ml of glacial acetic acid. Make up to 20 litres with water and adjust pH to 4.8. The pH of the solution must be checked regularly and adjusted as necessary before use. A volume ratio of one part sieved soil to five parts of solution must be used, e.g. 6 ml of the prepared soil sample is extracted with a 30 ml volume of Morgan's extracting solution. The sample shall be shaken for 30 minutes to get a suitable mix and permit intended reaction, after which it is filtered through a No. 2 Whatman filter paper into vials for analysis. The filtered extract shall be analysed using standard laboratory techniques.

Results shall be reported in mg per litre.

Analysis of organic matter

Organic matter content shall be determined by loss on ignition.

Place a quantity of the prepared soil sample in an oven for 16 hours at 105°C. Remove and cool in a desiccator. Put approximately 4g of this soil into a pre-weighed crucible and determine the weight of the soil (initial weight). Place in a muffle furnace at 500°C for 16 hours for ashing. Remove the crucible, cool in a desiccator and determine the weight of the ash (final weight).

SCHEDULE 2

Article 8

CRITERIA AS TO STORAGE CAPACITY AND NUTRIENT
MANAGEMENT

Table 1 Slurry storage capacity required for sows and pigs

Unit type	m ³ /week ¹				
	2.0:1	2.5:1	3.0:1	3.5:1	4.0:1
Water:meal ratio changing for finishers only					
Breeding unit (per sow place)	-	-	-	-	0.174
Integrated unit (per sow place)	0.312	0.355	0.398	0.441	0.483
Finishing unit (per pig)	0.024	0.031	0.039	0.046	0.053

¹An additional 200mm freeboard must be provided in all covered tanks and 300mm freeboard in all uncovered tanks. Allowance must also be made for net rainfall during the specified storage period for uncovered tanks.

Table 2 Slurry storage capacity required for cattle, sheep and poultry

Livestock type	m ³ /week ¹
Dairy cow	0.33
Suckler cow	0.29
Cattle > 2 years	0.26
Cattle (18-24 months old)	0.26
Cattle (12-18 months old)	0.15
Cattle (6-12 months old)	0.15
Cattle (0-6 months old)	0.08
Lowland ewe	0.03
Mountain ewe	0.02
Lamb-finishing	0.01
Poultry — layers per 1000 birds (30% DM)	0.81

¹An additional 200mm freeboard must be provided in all covered tanks and 300mm freeboard in all uncovered tanks. Allowance must also be made for net rainfall during the specified storage period for uncovered tanks.

Article 9

Table 5 Storage capacity required for effluent produced by ensiled forage

Crop	Minimum storage requirement	(m ³ /100 tonnes)
	Short Term Storage ¹	Full Storage
Grass	7	21
Arable silage	7	21
Maize	4	10
Sugar beet tops	15	50

¹Only permitted where a vacuum tanker or an irrigation system is available on the holding.

Article 14 and 20

Table 6 Annual nutrient excretion rates for livestock

Livestock type	Total Nitrogen	Total Phosphorus
	kg/year	kg/year
Dairy cow ⁷ (2022 only)	89	13
Dairy cow band 1 ⁸ (from 2023)	80	12
Dairy cow band 2 ⁹ (from 2023)	92	13.6
Dairy cow band 3 ¹⁰ (from 2023)	106	15.8
Suckler cow	65	10
Cattle (0-1 year old)	24	3
Cattle (1-2 years old)	57	8
Cattle > 2 years	65	10
Mountain ewe & lambs	7	1
Lowland ewe & lambs	13	2
Mountain hogget	4	0.6
Lowland hogget	6	1
Goat	9	1
Horse (>3 years old)	50	9
Horse (2-3 years old)	44	8
Horse (1-2 years old)	36	6
Horse foal (< 1 year old)	25	3
Donkey/small pony	30	5
Deer (red) 6 months — 2 years	13	2

⁷ In 2022 the N excretion rate for the dairy cow is 89 kg N/ha and from 2023 onwards the N excretion rate will be determined by the milk yield per annum (for the 3 preceding years) as explained in footnote 8, 9 and 10

⁸ <4,500 kg milk yield per annum

⁹ 4,501 – 6,500 kg milk yield per annum

¹⁰ >6,500 kg milk yield per annum

Table 8 Amount of nutrients contained in 1 tonne of organic fertilisers other than slurry

Livestock type		Total Nitrogen (kg)	Total Phosphorus (kg)
Poultry manure	broilers/deep litter	28.0	6.0
	layers 55% dry matter	23.0	5.5
	turkeys	28.0	13.8
Dungstead manure (cattle)		3.5	0.9
Farmyard manure		4.5	1.2
Spent mushroom compost		8	1.5
Sewage sludge		Total nitrogen and total phosphorus content per tonne shall be declared by the supplier in accordance with the Waste Management (Use of Sewage Sludge in Agriculture) Regulations, 1998 to 2001 and any subsequent amendments thereto and this must be submitted to the local authority.	
Dairy processing residues and other products not listed above		Total nitrogen and total phosphorus content per tonne based on certified analysis shall be provided by the supplier.	

Article 15

Table 9 Nutrient availability in fertilisers

Fertiliser	Availability (%)		
	Nitrogen	Phosphorus	
		Soil Index 1 & 2	Soil Index 3 & 4
Chemical	100	100	100
Pig and poultry manure	50	50	100
Farmyard manure	30	50	100
Spent mushroom compost	20	50	100
Cattle and other livestock manure (including that produced on the holding)	40	50	100

Table 12 Annual maximum fertilisation rates of nitrogen on grassland

Grassland stocking rate ¹	Available Nitrogen ²
(kg/ha/year)	(kg/ha)
≤130	114
131-170	185
Grassland stocking rate greater than 170 kg/ha/year ^{3, 4}	
171-210	254
211-250	225
>250	225 ⁵

¹Total annual nitrogen (kg) excreted by grazing livestock averaged over the eligible grassland area (ha) (grazing and silage area). Stocking rate refers to grassland area only.

²The maximum nitrogen fertilisation of grassland shall not exceed that specified for stocking rates less than or equal to 170 kg/ha/year unless a minimum of 5% of the eligible area of the holding is used to grow crops other than grass or a derogation applies in respect of the holding. Where a derogation applies on the holding derogation rates apply based on stocking rate of the holding. For a new derogation applicant they may apply the derogation rate of 225 kg/ha for the 1st year only and from year 2 onwards must use rates as per stocking rate on the holding.

³This table does not imply any departure from Article 20(1) which prohibits the application to land on a holding of livestock manure in amounts which exceed 170 kg nitrogen per hectare per year, including that deposited by the animals themselves (or 250 kg in the case of a holding to which a derogation has been granted, in accordance with the Nitrates Directive).

⁴ these fertilisation rates are only applicable where the fertiliser type specified by the Minister for Agriculture, Food and the Marine is used.

⁵The application of nitrogen from livestock manure (including that deposited by the animals themselves) to the eligible grassland area shall not exceed 250 kg nitrogen per hectare per year.

Table 13B Annual maximum fertilisation rates of phosphorus on grassland adopting increased P build-up application rates

Grassland stocking rate ¹ (kg/ha/year)	Phosphorus Index			
	1	2	3	4
	Available Phosphorus (kg/ha) ^{2,3,6}			
131-170	63	43	13	0
	Grassland stocking rate greater than 170 kg/ha/year ^{4,5}			
171-210	66	46	16	0
211-250	69	49	19	0
>250	69	49	19	0

¹Total annual nitrogen (kg) excreted by grazing livestock averaged over the eligible grassland area (grazing and silage area). Stocking rate refers to grassland area only.

²The fertilisation rates for soils which have more than 20% organic matter shall not exceed the amounts permitted for Index 3 soils, subject to the provisions in Article 16(3)(f).

³Manure produced by grazing livestock on a holding may be applied to Index 4 soils on that holding in a situation where there is a surplus of such manure remaining after the phosphorus fertilisation needs of all crops on soils at phosphorus indices 1, 2 or 3 on the holding have been met by the use only of such manure produced on the holding.

⁴The maximum phosphorus fertilisation of grassland shall not exceed that specified for stocking rates less than or equal to 170 kg/ha/year unless a minimum of 5% of the eligible area of the holding is used to grow crops other than grass or a derogation applies in respect of the holding.

⁵This table does not imply any departure from Article 20(1) which prohibits the application to land on a holding of livestock manure in amounts which exceed 170 kg Nitrogen per hectare per year, including that deposited by the animals themselves (or 250 kg in the case of a holding to which a derogation has been granted in accordance with the Nitrates Directive).

⁶An additional 15 kg of phosphorus per hectare may be applied on soils at phosphorus indices 1, 2, or 3 for each hectare of pasture establishment undertaken.

Table 14 Annual maximum fertilisation rates of available nitrogen on grassland (cut only, no grazing livestock on holding)

	Available nitrogen (kg/ha)
1st cut	112
Subsequent cuts	90
Hay	72

Table 15 Annual maximum fertilisation rates of phosphorus on grassland cut only

	Phosphorus Index			
	1	2	3	4
	Available Phosphorus (kg/ha) ^{1,2,3}			
First cut	40	30	20	0
Subsequent cuts	10	10	10	0

¹The fertilisation rates for soils which have more than 20% organic matter shall not exceed the amounts permitted for Index 3 soils, subject to the provisions in Article 16(3)(f).

²The fertilisation rates apply to grassland where there is no grazing livestock on the holding.

³The fertilisation rates in this table apply to those areas of farms where hay or silage is produced for sale off the holding on farms stocked <85 kg grassland stocking rate.

Table 17 Maximum fertilisation rates of phosphorus on tillage crops

Crop	Phosphorus Index			
	1	2	3	4
	Available Phosphorus (kg/ha) ¹			
Winter Wheat ^{2,3,5}	45	35	25	0
Spring Wheat ^{2,3}	45	35	25	0
Winter Barley ^{2,3,5}	45	35	25	0
Spring Barley ^{2,3}	45	35	25	0
Winter Oats ^{2,3,5}	45	35	25	0
Spring Oats ^{2,3}	45	35	25	0
Sugar Beet	70	55	40	20
Fodder Beet	70	55	40	20
Potatoes: Main Crop	125	100	75	50
Potatoes: Early	125	115	100	50
Potatoes: Seed/Salad	125	115	100	85
Maize	70	50	40	20 ⁴
Field Peas	40	25	20	0
Field Beans	50	40	20	0
Oil Seed Rape	55	45	35	0
Linseed	35	30	20	0
Swedes/Turnips	70	60	40	40
Kale	60	50	30	0
Forage Rape	40	30	20	0

¹The fertilisation rates for soils which have more than 20% organic matter shall not exceed the amounts permitted for Index 3 soils.

²Where proof of higher yields is available, an additional 3.8 kg P/ha may be applied on soils at phosphorus 1, 2, or 3 for each additional tonne above a yield of 6.5 tonnes/ha. The higher yields shall be based on the best yield achieved in any of the three previous harvests, at 20% moisture content.

³Where pH is greater than or equal to 7, 20 kg P/ha may be applied on soils at phosphorus index 4.

⁴Must be incorporated prior to or during sowing.

⁵ For winter cereals on soils of P index 1 and 2, 20 kg of the maximum P fertilisation rate may be applied up to 31st October, which must be incorporated prior to or during sowing.

Table 19 Maximum fertilisation rates of phosphorus on vegetable crops

Crop	Phosphorus Index			
	1	2	3	4
	Available Phosphorus (kg/ha) ¹			
Asparagus (Establishment)	65	45	35	20
Asparagus (After harvest)	27	22	15	10
Broad Beans	65	45	35	20
French Beans	65	45	35	20
Beetroot	65	45	35	20
Brussels Sprouts	65	45	35	20
Spring Cabbage	65	45	35	20
Other Cabbage	65	45	35	20
Broccoli	65	45	35	20
Cauliflower (Winter and Spring)	65	45	35	20
Cauliflower (Summer and Autumn)	65	45	35	20
Carrots	65	45	35	20
Celery	88	65	55	28
Courgettes	65	45	35	20
Leeks	65	45	35	20
Lettuce	80	60	40	20
Onions	65	45	35	20
Scallions	65	45	35	20
Parsley	65	45	35	20
Parsnip	65	45	35	20
Peas (Market)	65	45	35	20
Rhubarb	65	45	35	20
Spinach	65	45	35	20
Swede (Horticultural)	70	60	45	35
Swede (Transplanted crops)	70	60	45	35

¹The fertilisation rates for soils which have more than 20% organic matter shall not exceed the amounts permitted for Index 3 soils.

SCHEDULE 3

Articles 10, 11, 13 and 16

STORAGE PERIODS FOR LIVESTOCK MANURE

1. The storage period specified for the purposes of Articles 10(2), 11(2), 13 and 16(5)(b) is—

- (a) 16 weeks in relation to holdings in counties Carlow, Cork, Dublin, Kildare, Kilkenny, Laois, Offaly, Tipperary, Waterford, Wexford and Wicklow;
 - (b) 18 weeks in relation to holdings in counties Clare, Galway, Kerry, Limerick, Longford, Louth, Mayo, Meath, Roscommon, Sligo and Westmeath;
 - (c) 20 weeks in relation to holdings in counties Donegal and Leitrim, and
 - (d) 22 weeks in relation to holdings in counties Cavan and Monaghan.
1. Where 20% or more of a holding lies within one or more counties of higher storage requirement as specified in paragraph 1, the holding shall be deemed for the purposes of this Schedule to lie wholly within the county in relation to which the longest storage period is specified.

SCHEDULE 4

Articles 14, 17 and 19

PERIODS WHEN APPLICATION OF FERTILISERS TO LAND IS PROHIBITED

1. In counties Carlow, Cork, Dublin, Kildare, Kilkenny, Laois, Offaly, Tipperary, Waterford, Wexford and Wicklow, the period during which the application of fertilisers to land is prohibited in the period from—

- (a) 15th September to 26th January in the case of the application of chemical fertiliser and notwithstanding sub-paragraph (4)
- (b) 8th October¹¹ to 12th January in the case of the application of organic fertiliser (other than farmyard manure) and notwithstanding sub-paragraph (5)
- (c) 1st November to 12th January in the case of the application of farmyard manure.

¹¹ From 1st January 2023 the date for beginning of prohibited period will be 1st October



GIVEN under my Official Seal,
9 March, 2022.

DARRAGH O'BRIEN,
Minister for Housing, Local Government and Heritage.

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