



**Terms and Conditions of the  
AGRI-ENVIRONMENT OPTIONS SCHEME (AEOS)**

And the

**NATURA 2000 SCHEME**

Introduced by the

**MINISTER FOR AGRICULTURE, FISHERIES AND FOOD**

in implementation of

**Council Regulation (EC) No. 1698/2005**

**DATE: 30 March 2010**

Measures included in the CAP Rural Development Plan 2007-2013 co-funded under the National Development Plan and the European Agricultural Fund for Rural Development (EAFRD) of the European Union

## **1. General Outline and Legal Basis**

- 1.1. These are the administrative provisions for the implementation of the Schemes drawn up in accordance with Council Regulations (EC) No. 1698/2005 as amended.
- 1.2. This document constitutes the framework for the application of the detailed rules contained in Commission Regulations (EC) Nos. 1974/2006 and 1975/2006 as amended

## **2. General Provisions**

- 2.1. The Schemes shall be administered by the Department and shall operate throughout the State.
- 2.2. The Schemes are jointly funded by the European Union and the National Exchequer.
- 2.3. The Schemes shall come into operation on 30 March 2010.
- 2.4. Farmers participating in the Organic Farming Scheme may also participate in and draw down payment under these Schemes.
- 2.5. Undertakings shall be for a minimum period of five years.
- 2.6. Participation in the Schemes is voluntary.

## **3. Definitions**

- 3.1. For the purpose of the Schemes:
  - **“ANNUAL PAYMENT CLAIM”** shall mean a claim for Agri-environment or Natura payment submitted under the Single Payment Scheme Application (Article 8, Commission Regulations (EC) No 1975/2006).
  - **“APPLICATION”** shall mean an application for support under a five-year contract.
  - **“COMMONAGE”** which may be eligible for payment shall mean lands held in common ownership for which a Commonage Framework Plan has been prepared. It shall also include lands on which persons have grazing entitlements.
  - **“COMMONAGE FRAMEWORK PLANS” (CFP)** shall mean management plans prepared for each commonage/grazing rights area as jointly approved by the Department and the Department of Environment, Heritage and Local Government.
  - **“DEPARTMENT”** shall mean the Department of Agriculture, Fisheries and Food.
  - **“FAMILY MEMBER”** shall mean spouse, parent, brother, sister, son, daughter, grandchild or favoured nephew/niece.
  - **“FARM”** or **“HOLDING”** shall mean all the production units in the State (owned, leased, and rented) that are under the control of the applicant.

- **“FARMER”** shall mean an individual agricultural producer, whether a natural or legal person or a group of natural or legal persons, whatever legal status is granted the group and its members by national law, whose holding is within the State.
- **“FARMING”** shall include dairy farming, livestock production, the cultivation of fodder and tillage crops and the growing of horticultural crops.
- **“MINISTER”** shall mean the Minister for Agriculture, Fisheries and Food.
- **“NATURA 2000”** shall mean lands designated under Directives 79/409/EEC, 92/43/EEC and 2000/60/EC (Birds, Habitats or Water Framework Directives).
- **“PLANNER”** shall mean a person or persons with professional qualifications in agricultural and/or environmental science.
- **“RENTED LAND”** shall mean lands taken and farmed for periods of less than five years.

#### 4. **Objectives of Schemes**

- 4.1. The objectives of the Schemes are:
- to promote biodiversity, encourage water management/quality and combat climate change, and
  - to contribute to positive environmental management of farmed Natura 2000 sites and river catchments in the implementation of the Birds Directive, Habitats Directive and Water Framework Directive.

#### 5. **Conditions for the Grant of Aid**

- 5.1. The number of farmers admitted to the Schemes will be determined by the funding available.
- 5.2. Selection for admission to the Schemes will be prioritised using pre-determined criteria. Applications on holdings that do not include Natura land or commonage will be ranked initially according to the marking system shown in Annex 2. Further selection will be applied, if necessary, in the following order:
- Location of farms in Less Favoured Areas;
  - Previous participation in REPS;
  - Farm size (favouring smaller holdings).
- 5.3. If an undertaking selected by an applicant includes an element of non-productive capital investment, the application will be considered in the light, among other things, of the reliability of the applicant with reference to any previous EU co-financed operations undertaken since 2000.
- 5.4. The Minister may reject applications or require them to be varied if, in his opinion, they are not likely to contribute to the objectives of the Schemes.

- 5.5. The submission of a valid application does not guarantee entry to the Schemes.
- 5.6. All contracts shall run for at least five years.
- 5.7. Farmers admitted to the Schemes must respect all relevant EU requirements and national legislation for the time being in force; respect the conditions set out in this document; and respect the Statutory Management Requirements (SMRs) and Good Agricultural and Environmental Conditions (GAEC) of the Single Payment Scheme on all of the holding.
- 5.8. If an undertaking selected by an applicant includes an element of non-productive capital investment, the following conditions shall apply:
  - 5.8.1. Aid will not be given for works commenced or materials purchased before written confirmation of admission to the Schemes has been conveyed to the applicant.
  - 5.8.2. Grant-aid will not be paid for (a) second-hand materials or equipment, or (b) work carried out by contractors who do not comply with the tax clearance requirements laid down in section 26 on page 11.
  - 5.8.3. Receipts must be provided in support of claims for payment.
  - 5.8.4. Recognition will be given in payment for non-productive capital investments for a participant's own labour.
  - 5.8.5. In conformity with the general practice of the Government, the payment of financial aid in support of non-productive capital investment is subject to the condition that where an applicant employs a contractor to carry out some or all of the investment, such contractor must have a current C2 certificate or a tax clearance certificate from the Office of the Revenue Commissioners where the total receipts from that contractor exceed €635. Evidence of tax compliance must be submitted at the time of submission of the invoices or receipts. Evidence must be provided of tax compliance on a date which shall not precede the date on which written confirmation of admission to the Schemes has been conveyed to the applicant.
  - 5.8.6. Work on the non-productive capital investment must be completed by the end of June following the start of the contract, and the item or items that are the subject of the investment shall remain in place and be maintained in good order for the duration of the contract.
  - 5.8.7. The cost of non-productive capital investment will be repaid to a participant in equal instalments over five full calendar years.
- 5.9. Farmers must keep such records as the Department prescribes.

## **6. Eligibility**

- 6.1. To be eligible to participate a farmer shall:
  - 6.1.1. Be aged eighteen years or over on date of application for support.

- 6.1.2. Have all lands farmed declared on the Integrated Administration and Control System (IACS).
  - 6.1.3. Include his/her Personal Public Service Number (PPSN) on the application form.
  - 6.1.4. Include his/her herd/flock/cereal number on the application form, which shall be the same number as that used in his/her application for the Single Payment Scheme.
  - 6.1.5. Submit a valid application for support clearly identifying the undertaking(s) being selected and the LPIS parcel(s) on which the undertaking(s) will be delivered, together with a copy of the most recent map provided by the Department on which he/she must indicate the location of the undertaking(s).
- 6.2. Persons participating in any of the following are not eligible:
- the Burren LIFE scheme;
  - the Farm Plan Scheme for Designated Areas and Commonages operated by the National Parks and Wildlife Service of the Department of the Environment, Heritage and Local Government;
  - the Rural Environment Protection Scheme.
- 6.3. Where under the Single Payment Scheme a holding is deemed to have been artificially created for the purposes of drawing down aid, it shall be deemed to have been artificially created for the purposes of drawing down aid under these Schemes also.
- 6.4. Rented land is not eligible for payment.
- 6.5. For area-based undertakings the eligible area of a LPIS parcel in agricultural use shall be the same as the eligible area declared as owned or leased under the Single Payment Scheme.
- 6.6. Area-based undertakings, with the exception of Commonage and Natura areas, must be delivered on a whole LPIS parcel basis; i.e. the entire area of the LPIS parcel must be devoted to the area-based action chosen. Where the plot chosen is not a whole LPIS parcel, the applicant must apply for redigitisation of the plot as a full LPIS parcel as soon as possible and by the end of September in the year following the start of the contract. Payment on area-based undertakings, with the exception of Commonage and Natura areas, will not be made unless the parcel has been digitised.
- 6.7. Linear-based actions must be indicated on a LPIS parcel boundary basis.
- 6.8. Applicants with commonage or Natura land must submit a sustainable management plan prepared by a planner in accordance with the specifications published by the Department.
- 6.9. Section 6.8 is not compulsory for applicants with no commonage and with Natura areas consisting solely of rivers designated as Special Areas of Conservation. As an alternative, such applicants may submit applications under Category 2 but must choose Maintaining Water Quality as their primary environmental objective (see Annex 1 on page 12).

## **7. Commonage or Grazing Rights Land**

- 7.1. Commonage/grazing rights areas recorded in the name of the applicant on the Integrated Administration and Control System (IACS) in accordance with article 8(2)(a) of Commission Regulation 796/2004 shall be considered for eligibility provided that the area on which payment is sought has been declared by the applicant and/or by a family member on IACS in the five years preceding the date of the application. The requirement for the five-year declaration on IACS may be dispensed with where an existing holding (including all commonage shares/grazing rights) is transferred by way of inheritance. The holding must have been declared on IACS in the five years preceding the date of the application by the applicant and/or the previous owner.

## **8. Application Procedure**

- 8.1. Application for support under the Schemes and payment claims shall be in accordance with Article 4 of Commission Regulation (EC) No 1975/2006.
- 8.2. To make an application for support, the farmer shall complete an application form. The completed application form shall be submitted to the Department.
- 8.3. Completed applications must be submitted no later than 15 May. (In any year in which 15 May falls on a Saturday or Sunday, applications must be submitted on the next working day.)
- 8.4. Farmers admitted to the Schemes must submit a payment claim annually within the deadline for the submission of Single Payment applications. For the purposes of these Schemes, the annual payment claim shall form part of the annual single payment application.
- 8.5. Where the single payment application is submitted after the closing date for receipt of applications under that scheme and attracts a late submission penalty, the payment claim under these Schemes shall also have the same level of penalty for late submission applied.

## **9. Measures to be undertaken**

- 9.1. An applicant must select undertakings in accordance with the provisions of ANNEX 1.

## **10. Reduction of undertaking**

- 10.1. Where all or part of an undertaking is not continued for a minimum period of five years, all or part of the aid paid in respect of the undertaking shall be repaid.
- 10.2. The re-imbursement of aid will not be required in the following cases:
- where a participant has ceased farming and has completed three years of the undertaking.
  - in respect of lands afforested under Council Regulation (EC) No. 1698/2005 (where land is afforested during a AEOS recording year, a

proportionate reimbursement will apply for the part of the AEOS year that has not been completed).

- Where, because of land acquired under a compulsory purchase order (CPO), it is not possible for the participant to continue the undertaking reimbursement will not be required in respect of the undertaking. In addition re-imbursement will not be required in respect of lands sold or transferred arising from a requirement of a Court Order in:
  - divorce or judicial separation proceedings or
  - a marital settlement or separation agreement.

## **11. Changes to Contracts**

- 11.1. Pursuant to Article 46 of Regulation (EC) No. 1974/2005, a revision of the commitment may be required directly related to an amendment to Articles 5 or 6 of Regulation 73 of 2009. If the participant is unable to accept these new regulatory requirements, he/she may withdraw from the Schemes without any requirement for reimbursement of aid already received.

## **12. Monitoring and Evaluation**

- 12.1. Monitoring and evaluation of the AEOS programme shall be carried out in line with the provisions of Commission Regulations (EC) Nos. 1974 and 1975 of 2006 as amended.

## **13. Administrative and Compliance Checks**

- 13.1. All applications for support and payment claims will be subjected to administrative checks and any other controls deemed necessary before payments are made under the Schemes. Applicants shall facilitate such administrative and on the spot checks as the Department deems necessary. Applications will be crosschecked with records held by the Department.
- 13.2. On-the-spot checks will be carried out at farm level to ensure compliance with the requirements of the Schemes.
- 13.3. The commitment for which payment is claimed will be crosschecked with relevant databases.

## **14. Payments Procedures**

- 14.1. When administrative checks on all valid payment claims are completed, up to 75% of each claim may issue.
- 14.2. The relevant balance will issue when all required on-the-spot checks have been carried out.
- 14.3. It is the farmer's responsibility to ensure that required documentation for the release of payments of a capital nature and second and subsequent years' payments are submitted.
- 14.4. Payment rates are set out in ANNEX 3

- 14.5. Payment for the action *Conservation of Animal Genetic Resources* will be in arrears.
- 14.6. Payment for the actions *Coppicing Hedgerows* and *Laying Hedgerows* shall be in equal instalments over five full calendar years.
- 14.7. The maximum payment to any participant shall be equivalent to €5,000 in respect of a calendar year.

## 15. **Penalties**

- 15.1. Failure to comply with the Scheme Terms and Conditions will result in an appropriate penalty/sanction.
- 15.2. Penalties will apply to certain specific breaches of the Schemes and are set out in ANNEX 4.
- 15.3. Monetary penalties will include interest payable at the rate provided for under SI 13/2006. Interest will be calculated for the period elapsing between the notification of the repayment obligation to the farmer and either repayment or deduction.
- 15.4. Penalty amounts may be deducted from future payments due to the beneficiary under other EU-financed Schemes.
- 15.5. Where monetary penalties are not paid or recovered within the period requested, the Department may take whatever action is deemed necessary for their recovery.
- 15.6. Intentional and serious breaches of the scheme conditions may result in non-payment for the year in question or in the termination of participation and/or exclusion from the Schemes for a period commensurate with the seriousness of the breach, and the refund of monies already paid.
- 15.7. Actions that are chosen to meet the minimum requirements for entry to Category 2 (see Annex 2 on page15) will be treated as eligibility criteria, and core conditions attached to these actions must be complied with in full. Participants who do not meet these conditions will be deemed ineligible, their contracts will be terminated and all monies already paid out will be recouped.
- 15.8. Subject to the over-riding provision in section 15.7, a penalty of 100% on one or more of the selected undertakings means that there will be no payment for those undertakings in that particular year, but the participant may continue in AEOS.
- 15.9. The penalties set out in the Schedule are the minimum sanctions that will be applied. In all cases the Department reserves the right to review files to establish whether or not a breach of the scheme conditions has occurred which may lead to a sanction or the termination of the contract and reimbursement of all aid.

## **16. Cross-Compliance**

- 16.1. Where, through a Single Payment Scheme inspection, a breach of cross-compliance is detected, at least the level of penalty determined under the SPS will also be applied to payments under these Schemes.

## **17. Appeals**

- 17.1. In cases where penalties are applied, participants will be given ten working days after formal notification in which to appeal in writing and give reasons why any penalty imposed should not be applied. The participant will be informed of the outcome of the appeal. This is without prejudice to a participant's rights under the Agriculture Appeals Act, 2001.

## **18. Force Majeure**

- 18.1. Where a beneficiary is unable to continue complying with the commitments given for reasons beyond his/her control, a case may be made under *force majeure* to terminate the plan. In such cases the participant or his or her representative should inform the Department of Agriculture, Fisheries and Food in writing with relevant evidence, within ten working days of being able to do so.
- 18.2. Without prejudice to the actual circumstances to be taken into consideration in individual cases, the following categories of *force majeure* may be recognised:
- death of the participant,
  - long term professional incapacity of the participant,
  - expropriation of a large part of the holding if such expropriation could not have been anticipated on joining the Schemes,
  - a natural disaster affecting the holding's agricultural land,
  - the accidental destruction of livestock buildings on the farm,
  - an outbreak of disease affecting all or part of the livestock on the farm,
  - The disposal or vacation of land to satisfy a court order or legal settlement in cases of marital breakdown.

## **19. Death of participant**

- 19.1. Where a participant dies during the contract period, *force majeure* shall be applied terminating the agreement and no reimbursement of aid already paid shall be sought and where a valid payment claim is on hands payment will be made up to date of death.
- 19.2. Alternatively, a survivor who is entitled to give the necessary undertakings may apply to take over the contract for the period remaining.

## **20. Joint/Multiple Applicants**

- 20.1. Where the application is made in more than one name, each person named will be jointly and severally responsible for delivery of the commitments entered into and be jointly and severally subject to all Scheme Terms & Conditions.
- 20.2. Where the application is made in more than one name, the applicants must have a single herd number and declare all their lands on IACS under this herd number.

## **21. Right of Entry**

- 21.1. The Minister reserves the right to carry out inspections at reasonable times of any land, premises, plant, equipment, livestock and records of applicants/participants. On the spot checks may be carried out within 3 months following the participant's completion of the contract.

## **22. Responsibility of Applicant**

- 22.1. It shall be the responsibility of the applicant to familiarise him/herself with the Scheme Terms and Conditions and with the consequences for breaches of the Schemes.
- 22.2. The approval or payment of aid under the Schemes does not imply the acceptance by the Minister of any responsibility as regards the obligations undertaken by the participant.

## **23. Failure to abide by the terms and conditions of the Schemes**

- 23.1. Where, for the purposes of obtaining payment under the Schemes to which these terms and conditions relate, the applicant knowingly makes a false or misleading statement or withholds essential information, his/her participation in any or all of the Schemes may be terminated and all or part of the aid paid shall be reimbursed.
- 23.2. The Minister reserves the right to offset such amounts against other monies payable by the Department under EU-financed or co-financed Schemes to the applicant in such cases. The Minister also reserves the right to exclude such a person from further participation in all or any of the Schemes for such period as shall be determined, but in any event not exceeding a period of 5 years.
- 23.3. Where a beneficiary fails to abide by the terms and conditions of the relevant Schemes or if there is any material change in the circumstances of the applicant which would be in conflict with the letter or the spirit of the Schemes, participation may be terminated and all or part of the aid paid shall be reimbursed. The Minister also reserves the right to offset such amounts against other monies payable by the Department to him/her.

## **24. Review of Financial Aids**

- 24.1. The Minister reserves the right to restrict the availability of the Schemes and to vary, where occasion so demands, the amount of financial aid wherever

specified in the Schemes subject at all times to the provisions of any relevant European Union legislation.

- 24.2. The obtaining of aid or the attempt to obtain aid under any or all of the Schemes by fraudulent means by the applicant or others acting alone or together may render such persons liable to prosecution.

## **25. Conditions of payment**

- 25.1. Every payment under these Schemes shall be subject to conditions laid down by the Minister, which must be complied with in full by the applicant.

## **26. Tax Clearance Requirement**

- 26.1. Payment of financial aid as provided for in these Schemes may be subject to the condition that a tax clearance certificate from the Revenue Commissioners be furnished before a payment can be issued.

## **27. Information and Data Protection**

- 27.1. The Minister reserves the right to make public information regarding the areas covered by these Schemes including the number of participants, farms, hectares covered etc. and other information required for environmental purposes and to make information available to other Government Departments and/or agencies involved with the implementation of EU cross-compliance requirements under the Single Payment Scheme.
- 27.2. The Minister may from time to time disclose information relating to participants in the Schemes to other Government Departments and/or agencies or public authorities or bodies for the purpose of implementing national and European legislation.
- 27.3. Participants agree to be bound by the provisions of Article 57(3) and Annex VI, paragraph 2.1 of Commission Regulation No 1974/2006, which provides, inter alia for the publication of a list of scheme beneficiaries and the amount of public contributions allocated.

## **28. Further Conditions**

- 28.1. The Minister may at any time lay down further conditions under these Schemes.
- 28.2. The Minister reserves the right to review and, if necessary, to terminate participation in the Schemes and to seek re-imbursment of aid paid where no improvement to the environment is evident.
- 28.3. The Minister reserves the right to alter from time to time the procedures to be followed in the operation of the Schemes.

## **29. Interpretation**

- 29.1. The Department may expand upon, explain, interpret or define the meaning of any aspect of the Terms or Conditions of the Schemes.

## ANNEX 1

### Structure of AEOS

#### Category 1 Applicants

Farmers may apply for the Scheme under this category if they have a Natura 2000 site or non-Natura commonage<sup>1</sup>. They must choose the Natura 2000 action the Commonage action, as appropriate, to gain entry to the Schemes. (If the holding includes both Natura land and non-Natura commonage, a sustainable management plan must be drawn up for both.) Complementary or other actions in **Table 2** on page 13 may also be chosen, as determined by their planner. The minimum requirement for each action is set out in **Table 3** on page 14.

**Table 1:**

<b>Priority Environmental Action</b>	<b>Complementary Action</b>	<b>Other Actions</b>
<b>NATURA 2000</b>	Will be determined by Planner	Will be determined by Planner
<b>Commonage land outside Natura 2000</b>	Will be determined by Planner	Will be determined by Planner

#### Category 2 Applicants

Applicants under this category must nominate **one (and only one)** of the following as their primary environmental objective:

1. Contribute to Halting Biodiversity Decline
2. Contribute to Maintaining Water Quality
3. Contribute to Combating Climate Change

Once an objective is chosen, an appropriate mandatory action from Column 1 in **Table 2** on page 13 must be selected as well as at least 1 associated complementary action from Column 2, **or** at least 2 mandatory actions from Column 1 (provided they are within the same objective). The Column 1 action is the minimum entry level to the Schemes and applicants must have an associated complementary action or another priority environmental action, within the same objective, to qualify for entry to the Schemes.

Once the minimum entry requirement is met, it is open to applicants to pick any other actions they wish in Columns 1, 2 or 3 of their nominated environmental objective. The minimum requirement for each action is set out in **Table 3** on page 14.

---

<sup>1</sup> There is an exception to this rule for farms with no commonage and no Natura sites apart from river SACs — see section 6.9 on page 5.

**Table 2:**

Objective	Column 1 – Mandatory (Priority Environmental Action)	Column 2 – Complementary Actions	Column 3 – Additional Actions
<p><b>1. Contribute to Halting Biodiversity Decline</b></p>	<p>At least one of the following undertakings MUST be selected:</p> <p><b>Species rich grassland</b>  <b>Traditional hay meadows</b>  <b>Establishment &amp; Maintenance of Habitats</b>  <b>Wild Bird Cover (grassland farms only)</b></p> <p>Where only one of these is selected at least one additional option from column 2 must be selected.</p>	<p>Riparian Margins  Conservation of Animal Genetic Resources  Traditional Orchards  Tree Planting  Coppicing hedgerows  Laying Hedgerows  Traditional Stone wall maintenance</p>	<p>Planting of new hedgerows  Arable Margins  Green Cover Establishment from a sown crop  Use of new technologies for slurry spreading  Minimum Tillage  Alternative water source for bovines</p>
<p><b>2. Contribute to maintaining Water Quality</b></p> <p><i>If your farm has a watercourse (open channel with water for 9 months of the year) you may apply for the Schemes under this objective.</i></p>	<p>At least one of the following undertakings MUST be selected:</p> <p><b>Riparian Margins</b>  <b>Alternative water source for bovines</b></p> <p>Where only one of these is selected at least one complementary option from column 2 must be selected</p>	<p>Species rich grassland  Traditional hay meadows  Arable Margins  Green Cover Establishment from a sown crop  Minimum Tillage  Use of new technologies for slurry spreading</p>	<p>Traditional Orchards  Planting new hedgerows  Wild Bird Cover (Grassland farms only)  Tree Planting  Establishment &amp; Maintenance of Habitats  Conservation of Animal Genetic Resource  Coppicing hedgerows  Laying Hedgerows  Traditional Stone wall maintenance</p>
<p><b>3. Contribute to Combating Climate Change</b></p>	<p>At least one of the following undertakings MUST be selected:</p> <p><b>Arable Margins</b>  <b>Green Cover Establishment from a sown crop</b>  <b>Minimum Tillage</b></p> <p>Where only one of these is selected at least one additional option from column 2 must be selected.</p>	<p>Riparian Margins  Planting new hedgerows  Tree Planting  Species rich grassland  Traditional hay meadows  Use of new technologies for slurry spreading</p>	<p>Establishment &amp; Maintenance of Habitats  Coppicing hedgerows  Laying Hedgerows  Traditional Orchards  Alternative water source for bovines  Traditional Stone wall maintenance  Conservation of Animal Genetic Resources</p>

**Table 3:**

<b>Actions</b>	<b>Minimum Requirement</b>
Natura 2000 Land	All Natura land on the farm must be included even where this exceeds the maximum area for payment of €5,000.
1. Commonage land outside Natura 2000	All commonage land on the farm must be included even where this exceeds the maximum payment of €5,000.
2. Establishment and Maintenance of Habitats	2.5metre margin be delivered on a LPIS parcel boundary basis
3. Tree planting	Standard: Minimum of 10 trees to apply Whips: Minimum of 25 to apply
4. Traditional hay meadows	Undertaking to be delivered on whole LPIS parcel basis
5. Species-rich grassland	Undertaking to be delivered on whole LPIS parcel basis
6. Conservation of Animal Genetic Resources	No minimum.
7. Traditional Orchards	Limit to one orchard per farm (minimum of 10 trees).
8. Wild Bird Cover	Undertaking be delivered on whole LPIS parcel basis; minimum area 0.5 hectares
9. Planting new hedgerows	Minimum continuous length of 30 metres
10. Coppicing of hedgerows	Minimum continuous length of 30 metres
11. Laying hedgerows	Minimum continuous length of 15 metres
12. Traditional Stone wall maintenance	No minimum
13. Riparian Margins	No minimum
14. Water trough installation	No minimum
15. Arable margins	3 metre margin be delivered on a LPIS parcel boundary basis
16. Green Cover Establishment from a sown crop	Minimum of 2 hectares
17. Use of new technologies for slurry spreading	Minimum of 100m <sup>3</sup> slurry applied
18. Minimum Tillage	Minimum of 2 hectares

**ANNEX 2**

**Ranking System for Selection (see section 5.2)**

Actions	Mandatory			Complementary			Additional		
	Water	Biodiversity	Climate Change	Water	Biodiversity	Climate Change	Water	Biodiversity	Climate Change
Establishment and Maintenance of Habitats	0	5	0	0	0	0	2	0	2
Tree planting	0	0	0	0	4	4	3	0	0
Traditional hay meadows	0	5	0	4	0	4	0	0	0
Species rich grassland	0	5	0	4	0	4	0	0	0
Conservation of Animal Genetic Resources	0	0	0	0	4	0	1	0	1
Traditional Orchards	0	0	0	0	4	0	2	0	3
Wild Bird Cover	0	5	0	0	0	0	2	0	0
Hedgerow planting	0	0	0	0	0	4	2	2	0
Coppicing of hedgerows	0	0	0	0	4	0	1	0	2
Laying hedgerows	0	0	0	0	4	0	1	0	2
Traditional Dry Stone wall maintenance	0	0	0	0	4	0	1	0	1
Riparian Margins	5	0	0	0	4	4	0	0	0
Provision of alternative water supply	5	0	0	0	0	0	0	2	1
Arable margins	0	0	5	4	0	0	0	2	0
Green Cover Establishment from a sown crop	0	0	5	4	0	0	0	2	0
Use of new technologies for slurry spreading	0	0	0	4	0	4	0	3	0
Minimum Tillage	0	0	5	4	0	0	0	2	0

**ANNEX 3**  
**Payment Rates**

<b>Measure</b>	<b>Agri-Environment payment</b>	<b>Capital Investment</b>
Natura 2000 (SPA & SAC)	€75 per hectare per calendar year	
Commonage land outside Natura network	€75 per hectare per calendar year	
Establishment and maintenance of habitats	€8 per 100 metre per calendar year	Fencing €3.30 per linear metre equivalent to €0.66/m per year for five years
Tree Planting & Management Standard		€62.70 per tree equivalent to €12.54 per year for five years
Whips		€9.50 per whip equivalent to €1.90 per year for five years
Traditional Hay Meadows	€314 per hectare per calendar year	
Species Rich Grasslands	€314 per hectare per calendar year	
Animal Genetic Resources	€200 per Livestock Unit per calendar year	
Traditional Orchards	€5 per tree per calendar year	€75 per tree equivalent to €15 per year for five years
Wild bird Cover	€869 per hectare per calendar year	
Hedgerow Planting	€2.50 per metre per calendar year	€32 per metre equivalent to €6.40 per year for five years
Hedgerow Coppicing	€5 per metre equivalent to €1 per year for 5 years	
Hedgerow Laying	€8 per metre equivalent to €1.60 per year for 5 years	
Traditional Dry Stone wall Maintenance	€50 per 100 metres per calendar year	
Riparian Margins	2.5m margin: €0.14 per metre 5m margin: €0.34 per metre 10m margin: €0.74 per metre 30m margin €2.70 per metre	Fencing €3.30 per linear metre equivalent to €0.66/m per year for five years
Provision of alternative water source for bovines.		€200 per drinking trough equivalent to €40 per year for five years
Arable Margins	€0.23 per metre per calendar year	
Green Cover Establishment from a sown crop.	€80 per hectare per calendar year	
Use of new technologies for slurry spreading	€0.77 per cubic metre per calendar year	
Min Till	€23 per hectare per calendar year.	



**ANNEX 4**

**Penalty Schedule for AEOS**

**Note:** This table should be read in conjunction with section 15 on page 8, with particular reference to section 15.7.

<b>Measure</b>	<b>Type of non-compliance</b>	<b>Scheme Penalty</b>	<b>Cross-Compliance</b>
Natura 2000 (SPA & SAC)	<p>Planned stock numbers not maintained</p> <p>Deviance of 1% to 5%</p> <p>Greater than 5% to 10%</p> <p>Greater than 10% to 15%</p> <p>Greater than 15% to 25%</p> <p>Greater than 25%</p> <p>Animals not off-wintered as per sustainable management plan (allow a tolerance - to be decided)</p>	<p>Participant in high risk category for following year's control sample</p> <p>20% of Natura payment</p> <p>30% of Natura payment</p> <p>50% of Natura payment</p> <p>Termination &amp; recoupment</p> <p>25% of Natura &amp; AEOS payment</p>	<p>Breaches of SMRs to be cross-reported.</p>
Commonage land outside Natura network	<p>Planned stock numbers not maintained</p> <p>Deviance of 1% to 5%</p> <p>Greater than 5% to 10%</p> <p>Greater than 10% to 15%</p> <p>Greater than 15% to 25%</p> <p>Greater than 25%</p> <p>Animals not off-wintered as per sustainable management plan</p>	<p>Participant in high risk category for following year's control sample</p> <p>20% of AEOS payment</p> <p>30% of AEOS payment</p> <p>50% of AEOS payment</p> <p>Termination &amp; recoupment</p> <p>25% of AEOS payment</p>	<p>Cross-Report</p> <p>Cross-Report</p> <p>Cross-Report</p> <p>Cross-Report</p> <p>N/A</p>

<b>Measure</b>	<b>Type of non-compliance</b>	<b>Scheme Penalty</b>	<b>Cross-Compliance</b>
Animal Genetic Resources	Number of livestock units claimed exceeds number kept for the calendar year	Reduce payment by twice the difference	N/A
Arable Margins	3 metre wide linear length claimed not delivered	Reduce AEOS and by twice the difference found	N/A
Green Cover Establishment from a sown crop.	Area claimed not delivered	Reduce AEOS payment by twice the difference	N/A
Habitats, establishment and maintenance of	2.5 metre wide linear length claimed not delivered	Reduce AEOS and capital payment by twice the difference found	N/A
Hedgerow Coppicing	Linear length claimed not delivered	Reduce AEOS payment by twice the difference found	N/A
Hedgerow Laying	Linear length claimed not delivered	Reduce AEOS payment by twice the difference found	N/A
Hedgerow Planting	Linear length claimed not delivered	Reduce AEOS and capital payment by twice the difference found	N/A
Min Till	Area claimed not delivered	Reduce AEOS payment by twice the difference	N/A
Provision of alternative water source for bovines	Number of troughs claimed not found	Reduce payment to the number found	N/A
Riparian Margins	Linear length claimed not delivered  Margin width less than width claimed	Reduce AEOS and capital payment by twice the difference found  Reduce payment rate to next lowest width band rate for full contract period	N/A
Slurry Spreading, Use of New Technologies for	See section 15.7 on page 8.		
Species-Rich Grasslands	Area of hay meadow claimed not in situ (i.e. whole parcel not in species-rich grassland)	No payment for claim year	N/A
Traditional Dry Stone wall Maintenance	Linear length claimed not delivered	Reduce AEOS and by twice the difference found	N/A

<b>Measure</b>	<b>Type of non-compliance</b>	<b>Scheme Penalty</b>	<b>Cross-Compliance</b>
Traditional Hay Meadows	Area of hay meadow claimed not in situ (i.e. whole parcel not in hay meadow)	No payment for claim year	N/A
	Meadow cut before mowing date	No payment for claim year	
Traditional Orchards	Number of trees fewer than undertaken	Reduce payment by the number not present	N/A
Tree Planting & Management	Number of trees fewer than undertaken	Reduce payment by the number not present	N/A
Wild bird Cover	Area claimed not delivered	Reduce payment by twice the difference found	N/A