

# Farming For Water

Working together with the community to protect our drinking water supplies

CLAY LAKE CATCHMENT Keady, Co. Armagh







#### **About the Scheme**

The Farming for Water scheme is a farm incentive Scheme which is being carried out in the Clay Lake drinking water catchment area, near Keady, Co. Armagh.

The Farming for Water Scheme aims to develop sustainable, catchment-scale solutions for the protection of rivers and lakes, which are the main sources of our drinking water. The project focuses on reducing the amount of the herbicide MCPA, nutrients and soil getting into the watercourses connected to Clay Lake, from which drinking water is abstracted.

The Scheme aims to provide services (100% funded) for landowners and farmers within the Clay Lake catchment area to make environmental/water quality improvements for their farm business. This scheme will be available from July 2023 onwards and will help farmers make some changes in farming practice that will in turn make the farm business more sustainable whilst also helping to protect water quality in the Clay Lake and Gentle Owens watercourses – a win-win for everyone!

## Why is the Scheme needed?

The overall aim of the Scheme is to improve the quality of water in the Clay Lake and Gentle Owens watercourses, which are used to supply drinking water to thousands of people, as well as being home to many aquatic species and other wildlife.

In order to provide a continuous supply of good quality drinking water to the local region, water taken from Clay Lake must be treated to remove pollutants that wash off the land, such as soil, nutrients and the herbicide MCPA. These pollutants can be harmful to the watercourses and are costly to remove at the water treatment works. They are also costly for the landowner who is losing precious soil and nutrients from the land.

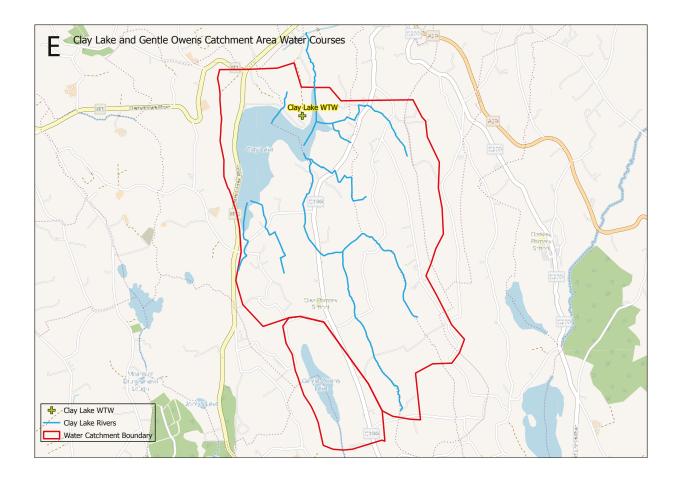
The Scheme aims to bring about positive changes that benefit both the landowner and the catchment; as well as potentially reducing the cost of treating and supplying high quality drinking water to our taps.



#### Did you know?

A single drop of MCPA, spilt into a stream 1 metre wide, can cause a breach of the drinking water limit for herbicide along 30 kilometres of the stream.

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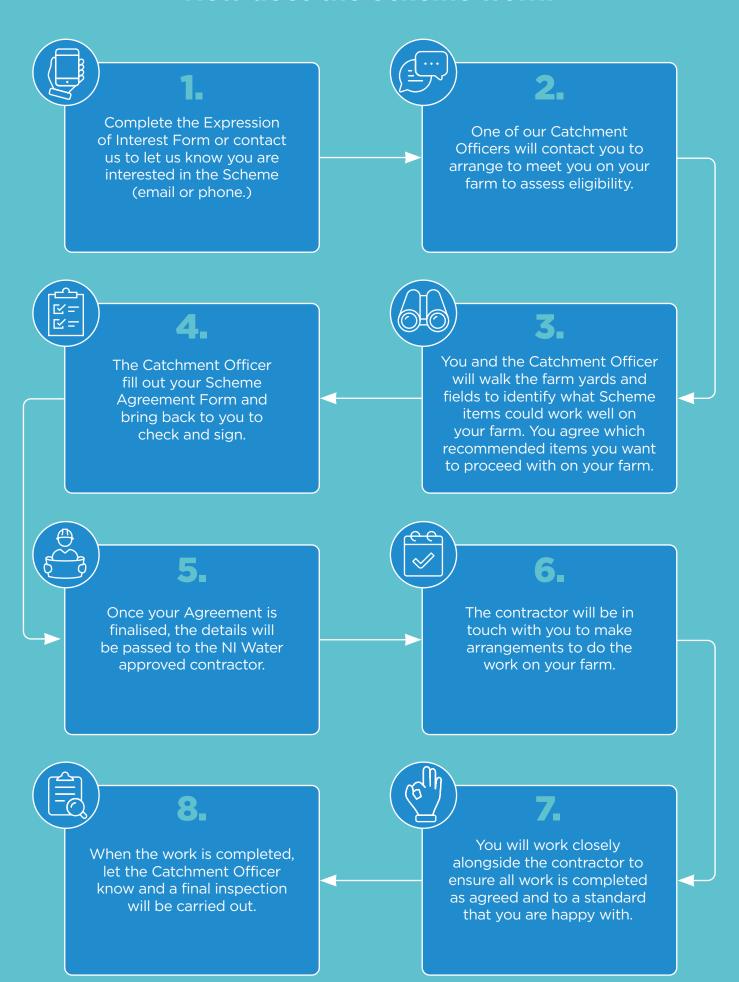
### Who is eligible?

To apply for the Scheme:

- You must be the active farmer for the land (tenant farmers should get their landowner's consent before applying).
- Your field must be located entirely or partly within the Clay Lake catchment area (see map above).
- Priority will be given to measures in close proximity to watercourses in order to obtain maximum benefits to water quality.
- See full eligibility rules in Terms and Conditions below.

An interactive map of the Scheme area and details can be found at **www.niwater.com/farmingforwater** 

### **How does the Scheme work?**





## How long will the Scheme run for?

The Scheme is initially open for 12 months from July 2023. The Scheme is offered on a 'first come, first served' basis, with priority being given to farms along main watercourses and measures which have maximum benefit for water quality. All work must be approved by a Northern Ireland Water Catchment Officer and the scheme will close whenever the budget has been used.

Once the Agreement has been made, the measures carried out must kept on site and maintained for a period of 7 years from the date of the agreement.

## How do I apply to the Scheme?

Complete the Expression of Interest form at:

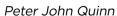
www.niwater.com/farmingforwater Call: 07585996364/07772225226

E-mail: catchment@niwater.com

Following this, one of our NI Water Catchment Officers will be in contact with you.

The NI Water Catchment Officers are:







Rebecca Allen



## What is included in the Scheme?

As part of our Farming for Water Scheme, the following measures are available and can be considered for your farm to help improve water quality in your area. Not all items will be appropriate or eligible for every farm, with priority given to measures in close proximity to watercourses in order to achieve maximum benefits for water quality.

There is also scope for you to suggest alternative measures under the Farmer Innovation Measures (item 9 below) if these suggestions are expected to improve water quality.

- Provision of pesticide storage unit
- 2. Provision of pesticide/ chemical spill kit
- 3. Provision of drip tray
- 4. Contractor for weed wiping to replace MCPA use
- 5. Contractor for topping rushes prior to weed wiping
- 6. Provision of liming service on fields that have been weed wiped
- 7. Stock proof fencing along watercourses
- 8. Provision of alternative stock drinking points
- 9. Farmer innovation measures individual to each farm
- 10. Pesticide Training (subject to demand)

## Details about farm measures...

Farmers within the Clay Lake Water catchment area can express an interest in as many or as few of the listed options available, as detailed below:



Pesticide storage unit



Spill kit

## 1. Provision of pesticide storage unit

All farmers/land managers will be able to apply for a free pesticide storage unit. NI Water is offering this service to help the farming community avoid any accidental pesticide spillages.

Industry standard pesticide storage cabinets provide safe, secure storage of pesticides, herbicides and other chemicals. Having the correct pesticide storage can help keep pesticides safely stored and out of watercourses.

## 2. Provision of pesticide/ chemical spill kit

All farmers/land managers will be able to apply for a free pesticide/chemical spill kit. NI Water is offering this service to help the farming community deal swiftly and easily with any accidental pesticide spillages.

Highly concentrated pesticides are commonly stored and handled on a farm even the smallest spillage can result in damage and pollution to land and water. While this can be costly to the farmer in terms of pesticide wastage, it also risks a pollution fine, potential loss of farm subsidies and is a significant risk to water quality in our rivers and lakes...



Drip tray

#### 3. Provision of drip tray

All farmers/land managers will be able to apply for a free drip tray. NI Water is offering this item to help the farming community avoid any accidental pesticide spillages and to promote best practice when using and moving pesticides.



#### Did you know?

On average, 1 tonne of soil per hectare, per year, is lost from agricultural grassland which significantly affects the productivity of land as well as impacting on water quality and aquatic ecosystems through silting up of watercourses.

## 4. Contractor for weed wiping to replace MCPA use

All farmers/land managers will be able to avail of a free weed-wiping contracting service to help control areas of rush.

NI Water is keen to offer this service to try and reduce MCPA in the raw,

Weed-wipers can manage rushes more efficiently than conventional boom sprayers and save money by using less chemical. Weed-wipers are currently only licensed for use with glyphosate, a chemical that has potentially less impact on water quality as it can break down faster in around 3-7 days. MCPA which is used in a boom sprayer can take 3-4 weeks or longer to break down and lingers in the water environment for a long time.



Weed wiping

## 5. Contractor for topping rushes prior to weed wiping

All farmers/land managers who avail of the free weed-wiping will also be able to avail of the rush cutting or topping service. This will need to be done approximately 6-10 weeks prior to weed-wiping. Studies have shown that weed wiping is more effective on rushes that have been cut 6-10 weeks before and are actively growing.

#### 6. Provision of Liming service

Liming of land will only be available for fields where weed-wiping has been completed. Lime application has a positive impact in reducing rush infestation and will enhance the weed-wiping service as the rush plant thrives in low pH soil. Liming the soil increases the soil pH to a more optimal level which discourages rushes from regrowing.

NI Water is offering this service to farmers/land managers because the correct soil pH and fewer rushes should reduce the need for MCPA use within the Clay Lake catchment area. This should have the benefit of improving raw water quality as well as benefitting farmers through improved soil health.



### 7. Stock proof fencing along watercourses

Stock proof fencing will be offered along watercourses within the catchment, with a view to reduce livestock encroachment and defecation in waterways. This should improve raw water quality by reducing ammonia/silt and also improve embankments along watercourses by preventing livestock poaching the soil.

Keeping your livestock out of the water can also reduce the risk and cost associated with lameness, injury and waterborne diseases, such as liver fluke.

All fences will be erected to the same standards as required under the current DAERA Environmental Farming Scheme - See https://www.daera-ni.gov.uk/topics/rural-development/environmental-farming-scheme-efs

## 8. Provision of alternative stock drinking

As access to the watercourses may be fenced off to livestock, NI Water is offering alternative drinking points for livestock. Priority will be given to installing mains water troughs if existing mains supplies are available. Where this is not possible, consideration can be given to installing pasture pumps or solar pump drinkers. Drinker type will be individual to each field, depending on what is most suitable to the specific circumstances. If new mains connections are required, this will be at the expense of the farmer/landowner.

Drinking points in fields which have had the waterways fenced off not only help to reduce soil and pollution entering the river, stream or open drain but can also help reduce risk and cost associated with lameness, injury, and waterbourne diseases such as liver fluke.

All drinkers and pipe work will be installed to the same standards as required under the current DAERA Environmental Farming Scheme - See https://www.daera-ni.gov.uk/topics/rural-development/environmental-farming-scheme-efs

### 9. Farmer innovation measures – Individual to each farm

This item is for you to share your ideas with the NI Water Catchment Officer. If your idea helps protect the water quality, the NI Water Catchment Officer will work with you to find the best method to put your idea into practice, within the budget and priorities of the scheme.

NI Water is open to new innovative suggestions or ideas, which have not been included in our planned list. This is subject to agreement with the NI Water Catchment Officer and our contractors. These measures should protect water quality by reducing the risk of runoff, watercourse pollution, poaching, soil erosion and contamination of water courses. Possible items could include gate relocation, improvement to farm tracks, clean and dirty water separation, sedimentation traps, interception ponds, etc.

#### 10. Pesticide Training

Anyone who uses pesticides on a farm for weed control is legally required to have a Certificate of Competence in the Safe Use of Pesticides. This applies to all forms of pesticide use, including boom spraying, weed-wiping and knapsack spraying.

NI Water will offer free pesticide training for farmers in the Clay Lake area, subject to demand. If there is adequate demand, an accredited training body will be arranged to deliver free pesticide training courses at a local venue. The following training courses may be offered:

PA1	Pesticide Training, Foundation Unit
PA2F	Pesticide Training, Weed-Wiper
PA2A	Pesticide Training, Boom Sprayer (Tractor Mounted)
PA6AW	Pesticide Training, knapsack sprayer in or near water
PA6A	Pesticide Training, knapsack sprayer

#### 11. Your Personal Information

Your privacy and personal information are important to NI Water. Any personal data that you provide to NI Water will be handled in accordance with Data Protection legislation and NI Water's Privacy Notice.

You can find NI Water's Data Protection policy at https://www.niwater.com/privacy.

For the purposes of the Data Protection legislation, NI Water will be deemed the data controller and our Contractors will be the data processors. NI Water shall ensure the Contractors have in place appropriate organisational and security measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

We will collect the following categories of personal data from you under this Scheme:

#### Your name

Your address

**Email address** 

**Phone number** 

Your signature

#### Farm business details

We will not share your personal information with any third party other than the Contractor (to carry out the planned works)

Having given your consent, if you wish to withdraw your consent, please contact **imu@niwater.com**.

You have rights under the Data Protection legislation concerning the fair and transparent processing of your Personal Data. The ICO site Information Commissioner's Office's (ICO) website refers.

If you change your mind about being contacted by us or would like us to amend the information we hold, please email us at: **imu@niwater.com**.

You can also request a copy of your information that we hold by contacting us via this email address.



### **Notes:**

- Actions that are associated with compliance with regulations and legal minimum standards are not eligible for funding as part of this Scheme.
- NI Water are providing a service. It is your responsibility to ensure that the work does not impact on cross compliance responsibilities or other Schemes that you may be involved in.
- If herbicides/pesticides are being applied, it is your responsibility to keep livestock away from the treated pasture.
- If liming is carried out, it is your responsibility to ensure soil analysis is carried out and can be verified, and that the fields are suitable for liming, in keeping with all DAERA requirements.
- If you take up the fencing option on a march boundary, you should ensure that you have fully discussed and agreed that you can carry out this option with the person who has control of the neighbouring land.

#### **Contact us**

To arrange a farm visit by one of our Catchment Officers, or to find out more about them scheme visit

www.niwater.com/farmingforwater Call: 07585996364/07772225226

## Terms & Conditions - Farming for Water Scheme

#### 1. THE SCHEME

As part of our **Farming for Water Scheme** (the "Scheme") NI Water are offering 100% funding for a number of goods and services.

The aim of the Scheme is to improve the overall raw water quality (which is the quality of water prior to water treatment) in the Clay Lake drinking water catchment by improving land management techniques in the area. The NI Water measures are aimed at reducing sediment/colour and pesticides entering the source of raw drinking water in the Clay Lake catchment area.

# The onus is on the farmer/land manger to ensure compliance with agricultural/ environmental or any other regulations in relation to their farm business.

The Scheme is offered on a 'first come, first served' basis (subject to the point about priority below) and will close when the budget has been used. All work must be approved by a Northern Ireland Water Catchment Officer. Priority will be given to farms along main watercourses.

### Upon signing the Agreement, you agree to the Terms and Conditions of the Scheme.

#### 2. DEFINITIONS

In these terms and conditions the following words have the following meanings:

"Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"Farmer/land manager", "you", "yours" means the applicant to the Scheme, whose details are set out in the Expression of Interest Form who will receive the Services of the Scheme.

"Contractor" means the NI Water appointed contractor who will be carrying out the measures on your farm.

"NI Water", "we", "us", "our" means Northern Ireland Water Limited (Company Number NI054463) whose registered address is at Westland House, 40 Old Westland Road, Belfast, BT14 6TE.

**"Expression of Interest"** means the form completed you when registering interest for the Scheme and forms part of these Terms and Conditions.

#### "Services"

NI Water are providing this list of options under the **Farming for Water** Scheme. Not all items will be appropriate or eligible to every farm. Priority will be given to measures in close proximity to watercourses in order to maintain maximum benefits to water quality.

- · Provision of pesticide storage unit
- Provision of pesticide/chemical spill kit
- Provision of drip tray
- Contractor for weed wiping to replace MCPA use
- Contractor for topping rushes prior to weed-wiping
- Provision of liming service
- Stock proof fencing along watercourses
- Provision of alternative stock drinking points
- Farmer Innovation measures Individual to each farm
- Pesticide training (Subject to demand)

#### **3. REGISTRATION**

The initial registration window will be open from July 2023.

You can register in the following ways:

- Online at www.niwater.com/ farmingforwater
   by completing the online Expression of Interest form.
- Via emailing catchment@niwater.com
- Via telephone by contacting (Mon-Fri 9-5):
- 07585996364
- 07772225226

You must meet the eligibility criteria before registration. To find out if you are eligible, please see section 5 below.

#### 4. PLANNED WORKS

On successful registration of interest and agreement of planned works, we will securely pass your details onto the Contractor who will contact you to arrange completion of works as agreed with NI Water Catchment Officers in relation to the performance of the Services.

The Services are due to commence from July 2023.

#### 5. ELIGIBILITY CRITERIA

You must farm the land within the catchment area of Clay Lake to be eligible to take part in the Scheme. To be eligible for the Scheme the field must be located entirely or partly within the catchment area of the Clay Lake (see map below). See Map in Section 5.2.

#### 5.1. Eligible applicants:

To be eligible you must be a:

- Farmer
- · Land manager / owner

This Scheme is not available to:

- Domestic Householders where there is no farmland adjoining the dwelling house
- Commercial firms in respect of land other than farmland
- · Local Authorities or other public bodies

The criteria for eligibility for measures under the Scheme includes the following:

- You must be the owner of the freehold of your farm.
- If you sell or otherwise transfer ownership
  of the land during the Term of the Scheme
  Agreement (7 years unless terminated
  earlier), you must ensure that the new
  owner agrees in writing with both you and
  us to take over your obligations under the
  Agreement. Once the Agreement has been
  made, the measures carried out must kept
  on site and maintained for a period of 7
  years from the date of the agreement;
- If you have a conacre arrangement in place when you sign your Agreement Form, the conacre farmer (owner) will also need to sign the Agreement Form. It will be your responsibility to ensure that current and future conacre farmers during the Term

of the Agreement do not do or omit to do anything which might cause you to be in breach of your obligations under the Agreement;

- Funding will only be provided for actions which are expected by an NI Water Catchment Officer to improve the quality of water that is abstracted for drinking water purposes;
- Actions that are associated with regulatory compliance are not eligible for funding;
- The Scheme will not pay for capital works that are already underway prior to an agreement being made;
- Farmers/landowners must have insurance.

If you do not have a DAERA farm business number, you will need to apply to get such a number from DAERA before making an agreement under the Scheme.

#### 5.2 Eligible Area

NI Water will be providing the Farming for Water Scheme strictly within the Clay Lake Catchment boundary as shown on the map. Only fields that are within (or partly within) the catchment boundary will be eligible.

Only landowners/farmers farming land within the Clay Lake or Gentle Owens catchments as denoted by the red boundary line are eligible to apply for the Scheme.



#### 5.3 Farmer/Land managers' declarations

You confirm that:

- the declarations made in the Agreement Form are and remain true and accurate to the best of your knowledge and belief and that your Agreement is consistent with the eligibility criteria noted in the Scheme Terms & Conditions;
- you have full capacity and authority to enter into the Agreement;
- you are not aware of any circumstances which would prevent you from fulfilling your obligations under the Agreement;
- if you have a tenant farming all or part of Your Farm, entering into the Agreement you will not breach the tenancy agreement;
- if there are any changes to your circumstances which could affect your eligibility or suitability for the Scheme under the, or the declarations you made in the Agreement Form, or your ability to fulfil your obligations under the Agreement, you will notify us in writing without delay;
- you or (where applicable) your conacre/ tenant farmer have/has not received and will not receive any duplicate funding or allowances from other public sources in respect of the same obligations you are required to undertake under the Farming for Water Agreement;
- your obligations under the Agreement do not duplicate and will not duplicate any other legal obligations you or (where applicable) your conacre/tenant farmer would otherwise be required to undertake;
- your obligations under the Agreement do not and will not conflict in whole or in part with any other legal or contractual obligations on you;
- you will at all times comply with all relevant domestic and EU legislation in the performance of your obligations under the Agreement;
- you have obtained and will maintain and comply with any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of your obligations under the Agreement;

- you understand that the giving of any approval, consent or acknowledgement, or the review of any document or course of action by or on behalf of Northern Ireland Water does not relieve you of any of your obligations under the Agreement unless expressly permitted in writing by Northern Ireland Water;
- you understand that knowingly or recklessly providing false or misleading information or obstructing us or our agents on site visits or making proper enquiries in connection with the Agreement may be a breach of this Agreement;
- you will not ask the Contractor to carry out work on your farm under this Scheme which has not been pre-approved by NIW.
   You will maintain fencing and livestock drinkers provided under The Scheme for a period of 7 years;
- you must keep and maintain any goods as provided by The Scheme for a period of 7 years.

You must make your own enquiries as to the accuracy and adequacy of any information on which you rely in connection with the Agreement.

#### **SPECIAL NOTE**

Please note that NI Water will carry out checks with other funding agencies to ensure that there has not been nor will be any duplicate funding provided for the works requested under this Scheme. In the event that NI Water becomes aware that duplicate funding has been provided or is to be provided then NI Water will seek to recover from you the relevant services provided to you in respect of this Scheme.

#### 6. YOUR RESPONSIBILITIES

You are responsible for:

- co-operating with NI Water and the Contractor in all matters relating to the Services;
- complying with any agricultural/ environmental regulations in relation to their farm business;
- providing NI Water and the Contractor in a timely manner and at no charge, access to your premises, lands, data and other facilities required to receive the Services;

 In applying for and receiving the measures under the Farming for Water Scheme, you agree to comply with these terms and conditions and with those contained in the other components of the Agreement.

#### You will ensure that:

- the works are maintained in accordance with the Specifications and generally in good order at all times throughout the Term;
- you have obtained any planning consents, approvals, permits or other such authorisations which are needed in respect of the Scheme Works before you submit Your Agreement Form and that you provide to us, with Your Agreement Form, the original documentation granting such planning consents, approvals, permits or other authorisations from the relevant authorities;
- you have and maintain all normal and appropriate insurances for your farm business, including public liability insurance that provides cover for people working on and accessing your land and fire, theft and damage insurance cover for the works;
- you will promptly provide us with a copy of your insurance policies if we ask you to;
- current and future tenants who are farming all or part of Your Land during the Term of the Agreement; and persons coming onto Your Farm, or who are resident there, during the Term of the Agreement, including in particular your contractors, employees, agents, invitees and household members, do not do or omit to do anything which might cause you to be in breach of your obligations under the Agreement.

#### It is your responsibility to ensure that:

- the contractor carries out the work to your satisfaction, under your supervision;
- the Works will not impact on your crosscompliance responsibilities or on other Schemes in which you may be involved;
- if pesticides are being applied, you keep livestock away from the treated pasture in strict accordance with the harvest interval on the pesticide application record; you deal with noxious weeds and ensure that livestock are kept away from any noxious weeds within the treated area for a suitable timescale;

- the Works are carried out compliantly with relevant health and safety legislation and the Works themselves comply with relevant environmental legislation;
- you must not sell, remove, relocate or wilfully damage the Works or any part of them or allow anyone else to do so;
- you make arrangements for the contractor to carry out the works at a time suitable to both parties.

#### Our responsibilities

We will:

- allocate to you a Catchment Officer who will offer assistance with such things as: identifying actions for Your Farm which could meet the criteria for funding under the Scheme;
- organise a suitable contractor to carry out the works.

#### Site visits

So that we can meet our obligations to you and also our oversight obligations under the Scheme, our Catchment Officers will need to visit Your Farm from time to time. We will try to ensure that visits are on a date and time that is convenient for you, unless there is an emergency or some other exceptional circumstance. Subject to that, you will allow our Catchment Officers access to Your Farm in connection with the Agreement and provide reasonable assistance and generally cooperate with us and our agents during visits, so that the visits go as smoothly and efficiently as possible, and you will take appropriate steps to ensure that we and our agents are able to go about our work on Your Farm safely.

#### 7. SERVICE REFUSAL AND TERMINATION

NI Water and the Contractor reserve the right to refuse services for reasons to be determined at their own discretion.

NI Water reserve the right to terminate the Scheme, and these terms and conditions at any point by providing you with 5 days' notice.

#### 8. LIABILITY

NI Water nor its employees, agents, or representatives ("Representatives") shall be responsible for any injury, loss, or damage that may occur to you in connection with the Services from any cause, or for any other expenses, losses or liabilities (including as arising in connection with the Scheme and the Services and as caused by the Contractor), to the utmost extent permitted by law. In particular, you acknowledge that any issues with the Scheme and the provision of Services shall be between you and the Contractor to resolve, and that under no circumstances shall NI Water or its Representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Nothing in this Agreement shall exclude or limit NI Water's liability for anything which cannot be excluded or limited under applicable law.

#### How we'll use this information

We'll use the information you give us in your participation in the Scheme and lawfully and securely share it with our delivery partners, to provide the service you've requested.

This could include contacting you to discuss your agreement and/or provide more details and visiting the site where work needs to be carried out. Your feedback is important to us, so we may also use the information to ask for your feedback on how we can improve our performance.

NI Water won't use this information for marketing purposes, or for reasons unrelated to the Farming for Water Scheme.

As the Data Controller, NI Water lawfully processes the personal information you provide in your Agreement for the Farming for Water Scheme, under the lawful basis Public Task in the public interest, i.e. protecting the water supply.

You can find NI Water's Data Protection policy at https://www.niwater.com/privacy.

If you would like us to amend the information we hold or contact us regarding the personal information we hold about you, please email: **imu@niwater.com**.

#### **Anonymous information**

We will use partial postcodes (e.g. BT), type of works carried out/improvements made on farms to determine success of the Scheme. Any reporting on the Scheme will use anonymised data so that no participants can be identified. Collating information from this Scheme is helpful as it provides evidence and justification for being able to offer similar Schemes in the future.

#### 9. GENERAL

These terms and conditions constitute the whole agreement between NI Water to the exclusion of any other arrangement or understanding between you and us (whether written or oral) relating to its subject matter.

These terms and conditions shall be governed by the laws of Northern Ireland and any dispute shall be subject to the exclusive jurisdiction of the Northern Irish courts.

#### 10. QUESTIONS

Questions: If you have any questions about the **Farming for Water** Scheme, please contact the Farming for Water team: **catchment@niwater.com** 

#### **Catchment Officers:**

Peter Quinn 07585996364 Rebecca Allen 07772225226



