



CODE OF BEST PRACTICE NATIONAL AND REGIONAL GREENWAYS

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An Roinn Iompair
Department of Transport



SPÓRT ÉIREANN
SPORT IRELAND



Fáilte
Ireland



An Roinn Forbartha
Tuaithe agus Pobail
Department of Rural and
Community Development



WESTMEATH COUNTY COUNCIL
Comhairle Chontae na hIarmhí



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Foreword



Greenways have been one of our great success stories in recent years, and I'm very pleased to see the publication of this Code of Best Practice for National and Regional Greenways. This Code sets out a new way of developing our Greenways in a collaborative way, which take into account the views of landowners, local communities, other stakeholders and the needs of those who will use them.

During the pandemic we've all realised how important it is to get out into nature on foot, by bike or on a wheelchair or mobility device, and to find safe places to do so. Greenways are also for everyday journeys, providing safe segregated walking and cycling infrastructure that make it easier to visit neighbours, get to school or work and connect villages and towns. This Code will help us design routes that have widespread support, that minimises severance of farming land, that provide access to our towns and villages as well as wonderful ways to experience our beautiful countryside.

This Code has taken some time to develop, and I would like to thank all those who contributed to producing a document that addresses all the issues that arose during the process. By coming together to discuss the issue in a fair and equitable way, we have achieved a balanced outcome for everyone.

People in many parts of the country have championed their local Greenways and have seen them become a success on many levels. The range of stakeholders involved in devising and agreeing this Code show the wide benefits that Greenways can have; Rural Regeneration and Recreation, Tourism, Sport, Land Use, Agri-tourism, Local Business development and of course, Transport itself.

All National and Regional Greenways will follow the Code, and we hope to see a new collaborative approach to delivering Greenways as part of our new National Cycle Network that will be published next year. Government is making significant investments in Greenways through the National Development Plan and there will be some very exciting new developments in the next few years.

I would like to thank in particular the sub-group that finalised agreement on the Code – the representatives of TII, Westmeath County Council, The Irish Creamery Milk Suppliers Association, the Irish Cattle and Sheep Farmers Association and the Irish Farmers Association. I would also like to congratulate Tom Considine, the Independent Chairperson, for a successful outcome that will guide Greenway development over the coming years.

A handwritten signature in black ink, appearing to read 'E. Ryan', written in a cursive style.

Eamon Ryan, T.D.

Minister for Transport

1.0 Introduction

A Greenway is an attractive trail mainly used for recreational purposes by pedestrians, cyclists and people with impaired mobility for non-motorised journeys. The popularity of recently opened Greenways throughout Ireland demonstrates the many benefits that they bring to rural areas. Greenways are providing wonderful new experiences of Ireland's beautiful countryside for both visitors and local people alike. Our network of Greenways contributes to Ireland's health and wellbeing, enhances local communities with opportunities for new and existing businesses, strengthening regional economies and offering an alternative means for tourists and locals to access a hidden Ireland.

This document has been prepared in accordance with the **Strategy for the Future Development of National and Regional Greenways** (the Strategy), published by the Department of Transport, Tourism and Sport (DoTTS) in July 2018, which committed to the development of a Code of Best Practice as part of Transport Infrastructure Ireland's (TII) work on the development of the Galway to Dublin Greenway. The Strategy

provides for the development of the Code by a working group including the Department of Transport, Transport Infrastructure Ireland (TII), Irish Farmers Association (IFA), Irish Creamery Milk Suppliers Association (ICMSA), Irish Cattle & Sheep Farmers Association (ICSA), Department of Rural and Community Development, Sports Ireland, Fáilte Ireland, a Rural Recreational Officer and representatives from the local authorities.

The Code provides comprehensive information in relation to the process involved in planning, designing and constructing National and Regional Greenways. It includes an overview of the public consultation processes, constraints study, route selection and statutory processes, as well as information about the use of State-owned lands and the acquisition of private lands for developing Greenways. The Code also outlines the relevant roles of the 'project promoter' which is comprised of the Department of Transport, Transport Infrastructure Ireland, local authorities and other specific stakeholders. The Code acknowledges the important role of farmers / landowners in the process and outlines the procedures to ensure that they are treated fairly and equitably.

This Guide and Code will apply to the delivery of National and Regional Greenways. The implementation and operation of the Code will be reviewed in conjunction with the farming organisations and updated, where required, on a bi-annual basis initially and on an annual basis thereafter.

Our network of Greenways enhances Ireland's local communities with opportunities for new and existing businesses, strengthens regional economies, and shows tourists and local people a hidden Ireland.

Definitions from the '[Strategy for the Future Development of National and Regional Greenways 2018](#)'

- National Greenways are those which are at least 100 kilometres long
- Regional Greenways are those which are at least 20 kilometres in length, but preferably closer to 40 kilometres long, or which can be extended to connect to a longer strategic route



2.0

GUIDE TO PROCESS



2.1 National and Regional Greenway Planning Procedures

The Department of Transport (DoT) is charged with implementing the development of National and Regional Greenways across Ireland in accordance with the policy framework set out in 'Project Ireland 2040 National Planning Framework' and the 'National Development Plan 2018-2027'. The role of Greenways, as part of Ireland's tourism product and its contribution to rural development, is outlined in 'People Place and Policy Growing Tourism to 2025' and the Action Plan for Rural Development, 'Realising our Rural Potential'; and increasingly their tourism potential is complemented by their usage as active travel corridors for local communities in towns and villages across Ireland.

Transport Infrastructure Ireland (TII) has been requested by DoT to assist with the delivery of the Galway to Dublin National Greenway. In order to progress this exciting and innovative project, TII is working in conjunction with the relevant local authorities who are responsible for undertaking the constraints study, route selection and planning and design work on the scheme, as well as securing the necessary statutory approvals and acquisition of lands required for the delivery of the project. Given the scale and complexity of the Greenway, the project promoter may engage consultants to assist with the planning and design process.

The planning and design of a National or Regional Greenway is undertaken in a number of development phases before the route of the scheme is finally selected and planning consent is sought from An Bord Pleanála (ABP or the Board).

The views of the public are an important and central element of the planning and design process and this Code makes extensive provision for public consultation and the dissemination of information to the public during the development of the project. The principle phases in this process are set out below and are summarised in the Greenway Guide to Process on page 10.



Public consultation will inform project development at four key stages:

- Scheme Study Area Public Consultation
- Route Corridor Options Public Consultation
- Preferred Route Corridor Public Consultation
- Preferred Route Consultations with individual landowners.

2.2 Scheme Study Area

Initial Public Consultation and Identification of Constraints

The public, farm organisations and Elected Members of the County / City Council will be informed of the Greenway proposal at the initial public consultation. At that stage, the need for the scheme and the scheme objectives will be outlined, as well as the process by which the eventual route will be selected and the considerations that will inform this choice. These considerations are the overall scheme objectives and the **“Five S”** criteria, i.e. to be **Scenic, Sustainable, Strategic, Segregated and lots to See and do**, in conjunction with environmental, engineering and financial considerations.

The Five S criteria are outlined in the Government’s Strategy for the Future Development of National and Regional Greenways, published by DoT (see <https://assets.gov.ie/10364/abd98a35c61e4de4ba00a341eb7e0d13.pdf>).

This initial public consultation will afford the public, landowners and all stakeholders the opportunity to identify what they require from the scheme from an early stage.

A **Project Agronomist (PA)** will be engaged by the project promoter at this point to undertake a high level agronomy assessment and identify any relevant agronomy issues arising and to ensure that landowners’ interests are captured.

The project promoter will initially assess and determine the lands within the study area that are in State ownership, including any lands owned by Government agencies, Government departments and local authorities. The project promoter will endeavour to map all State-owned lands and make the map available for public viewing at the initial public consultation. The map will also be available on the project website and will be updated to include details of any additional State-owned lands that may subsequently be identified. It is the clear intention to utilise State-owned lands within the Study Area to the greatest extent possible and in doing so assists in minimising the potential impacts on privately owned land.

The project promoter will prepare a Constraints Study Report which will outline the various constraints, including physical (e.g. mountains, rivers, lakes), archaeological, cultural and environmental constraints, that have the potential to affect the design and location of the Greenway. The report will also identify the towns, villages, desirable amenities, points of interest and rest areas within the study area that could be potential stopping points for users of the Greenway, have the facilities required for a good visitor experience or provide scenic viewing points. Having regard to the requirements of the Rural Cycleway Design Standards (see <https://www.tiipublications.ie/library/DN-GEO-03047-02.pdf>), the constraints study may also identify unsuitable terrain due to the topography of the area.

During the constraints study phase, the public and interested parties will be able to highlight issues of concern or potential opportunities to be considered by the project promoter and its consultants in advancing the planning and design of the proposed Greenway.

When preparing for this first public consultation, the project promoter will seek to maximise public awareness of the proposed scheme through the use of social media, local media, promotional leaflets and the project website. These media will be used to notify the public about the public information events that will be held within the study area and to invite interested individuals and groups to have their comments and views made known at these events.

Following this initial period of public consultation, surveys will be carried out to identify the potential constraints in greater detail. Based on these surveys and the consideration of views raised at the public consultation, a Constraints Study Report will be completed and made available for public inspection, including on the project website. This report will inform the next stage in the planning process, which is the identification of route corridor options.

2.3 Route Corridor Options Consultation

The route options selection process will have regard to the overall scheme objectives and take cognisance of the Five S criteria outlined in the DoT Strategy, in conjunction with environmental, engineering and economic considerations.

Following the initial assessment work, a number of broad route corridor options (which may be up to hundreds of metres wide) shall be identified. An **independent Agronomist** will be engaged by the project promoter during the route corridor option selection stage in agreement with the farming organisations to consider any relevant agronomy issues. The independent Agronomist will be available to farmers / landowners to provide impartial opinion on the proposals. Public information

sessions providing the public and interested parties with the opportunity to view and comment on the route corridor options will be arranged by the project promoter.

Project Liaison Officer(s) (PLO) will be available to discuss the route corridor options and every effort will be made to ensure that the impacts of the route corridor options on private land and property are minimised. The PLO will provide contact details to the farmer / landowner and be available at all reasonable times.

The public will again be invited to comment on the proposals and highlight any issues that may not have been considered previously.

2.4 Preferred Route Corridor Consultation

Following the consultation on the route corridor options and further studies and evaluations, an emerging preferred route corridor will be determined. While the views of the Independent Agronomist will be considered during this stage of the process, farmers / landowners within the emerging preferred route corridor may also independently engage the services of their own Farmer Agronomist / Property Advisor to advise on individual agronomy issues and their landholding. The fees involved will be paid for by the project promoter. (See Section 3.1.4)

The emerging preferred route corridor will be identified based on the respective advantages and disadvantages of the various options, as well as consideration of the various route corridor options in relation to the scheme objectives and Five S criteria. The issues considered in arriving at the preferred route corridor will also include environmental, engineering and economic factors; and the nature of impacts of the route on individual farm holdings. Every effort will be made to choose the route corridor that maximises the support of potentially affected landowners and the local communities.

2.4.1 Preferred Route

Following selection of the preferred route corridor, work will commence on the process to identify the optimum route for the Greenway within this corridor. In arriving at this optimum route, the project team will have regard to the Five S; the Rural Cycleway Design standards; the scheme objectives; and minimising the impact on landowners by following field and property boundaries to reduce severance. The preferred route will lead to discussions taking place on a one-to-one basis with the potentially affected landowners. The project promoter will take all reasonable steps to notify each property holder likely to be affected by the preferred route in advance of official public announcements.

While the provision of a safe amenity accessible to all is an overriding design issue, and therefore requires limits on gradients and route curvature, it should be

noted that the flexibility of a Greenway alignment design enables the designers, in the vast majority of cases, to minimise severance on individual landholdings by following the perimeter of farm / existing field / property boundaries. Where severance is unavoidable, appropriate accommodation works will be agreed between the PLO, the landowner and their advisors, to assist in mitigating the impact on the landholding thus reducing the impact on the landowner's business, residence or livelihood.

The services of a Project Agronomist(s) / Property Advisor(s) dedicated to the Greenway project will still be available to landowners in order for the respective landholdings to be fully and fairly assessed in terms of the potential impacts on farming / business operations / residential / other relevant considerations. The farmer / landowner may also be advised by their own Farmer Agronomist / Property Advisor during this stage. The fees involved will be paid for by the project promoter. (See Section 3.1.4)

Following one-to-one consultation with the potentially affected landowners and their representatives, a Route Selection Report will be prepared outlining the process to-date and the basis for choosing the preferred route. This report will outline the basis on which the route has been selected, having regard to the relative attractiveness of each option, and based on potential impacts on the various criteria set out above.

The Route Selection Report identifying the preferred route will be appraised by the relevant authority before proceeding to the more detailed planning and design phase of the scheme.

The approved Route Selection Report, including the preferred route, will be made available for public inspection. Locations where copies of the Route Selection Report may be inspected will be advertised in the local media and may include the offices of the relevant local authority, local libraries and the project website. See overleaf for a step-by-step guide to the process for Greenway development.

2.5 Preliminary Design

A preliminary design of the Greenway scheme will then be prepared, and more precise land acquisition requirements determined. This will allow a clearer picture to emerge regarding the exact location of the Greenway route by identifying specific characteristics such as vertical and horizontal alignments, as well as the likely general impacts on individual landowners. The Greenway will typically be

8m wide but this may vary in width from approximately 6m to 10m depending on topography and drainage requirements. The PLO will be available during this phase to discuss issues relating to the proposed Greenway scheme and potential issues of concern with individual property owners.

GREENWAY GUIDE TO PROCESS

Route Corridor Options

- Scenic / Segregated / Sustainable / Strategic / See and Do (Five S)
- Environment / Economic / Engineering
- Public Consultation No 2
- Independent Agronomist in place for project duration

Preferred Route

- Farmer Agronomists / Property Advisors available to landowners
- Consultation meetings with individual landowners and / or representatives
- Accommodation works outlined and discussed / agreed

Constraints Study

- Map State-owned lands and stopping points
- Environmental / Physical / Archaeological
- Highlight opportunities and concerns
- Public Consultation No.1
- Project Agronomist (PA) in place for project duration

Preferred Route Corridor

- Farmer Agronomists / Property Advisors available to landowners
- Consultation meetings with individual landowners
- Public Consultation No 3

Preliminary Design

- Horizontal and vertical alignment established to determine precise land acquisition requirements
- Accommodation works agreed with landowners and / or representatives
- Voluntary Land Acquisition Process commences

Environmental Evaluation

- Environmental Impact Assessment (EIA)
- Appropriate Assessment (AA)
- Natura Impact Statement (NIS)

Application to An Bord Pleanála

- Completion of the Environmental Impact Assessment Report/ Natura Impact Statement (NIS) where required
- Application Submitted to ABP including notice of the making of Compulsory Purchase Order (CPO)
- Voluntary Land Acquisition Process continues

Oral Hearing

- An oral hearing may be held by ABP to examine issues and concerns raised by persons with objections to / issues with the proposed Greenway
- Voluntary Land Acquisition Process continues

ABP Decision

- ABP either approves the scheme, rejects the scheme or approves the scheme with modifications
- Where scheme is approved by ABP Voluntary Land Acquisition Process continues where applicable

Construction of Greenway

- If the scheme is successful at the planning stage, the project promoter will proceed to construction, subject to Government funding

2.6 Environmental Impact Assessment

As part of the statutory procedures governing the development of a National or Regional Greenway scheme, the project promoter may be required to undertake an Environmental Impact Assessment Report (EIAR) describing the likely effects of the proposed Greenway development on the environment.

The project promoter will adhere to the requirements for Appropriate Assessment (AA), as set out in the EU Habitats Directive, to assess if the proposed Greenway scheme is likely to have a significant effect on any Natura 2000 site.

As environmental impacts are identified, the necessary changes / ameliorative measures can be incorporated into the scheme design for the Greenway. The project promoter will publish an Environmental Impact Assessment Report (EIAR) and make copies available for inspection. Locations, where copies of the EIAR may be inspected, will include the offices of the relevant local authorities, local libraries and on the project website.

The Executive Summary of the EIAR will be made available, free of charge, to property owners from whom it is proposed to acquire lands as part of the Greenway scheme.

Members of the public wishing to obtain additional information on proposed mitigation measures relevant to them, their land

or property, may contact the PLO who will supply or arrange for the supply of the relevant information.

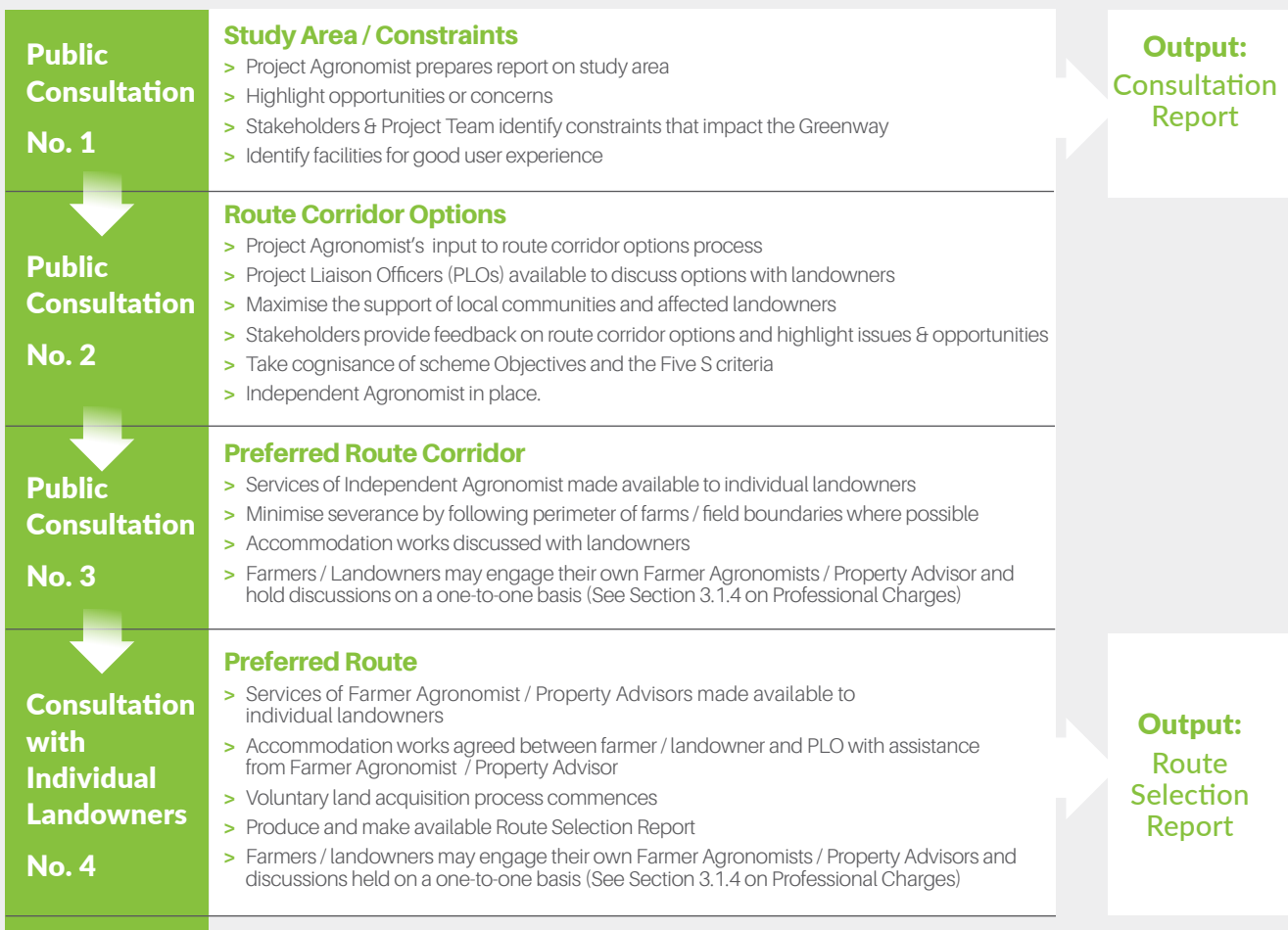
The project promoter will submit the EIAR / Natura Impact Statement (NIS) to An Bord Pleanála for consideration as part of the Board's assessment of the application for planning consent. Any person may make a submission to the Board in relation to the EIAR or any aspect of the proposed scheme.

In the event that the Board grants development consent, the project promoter will proceed to detailed design, incorporating any conditions imposed by the Board.

Certain Greenway schemes may not require the preparation of a formal EIAR because of their relative size, nature and location and absence of significant environmental effects. In these cases, the project promoter will make relevant documents, plans and other information available, including environmental reports and planning information produced for the proposed Greenway's planning process. This may include a NIS or Part 8 planning application documentation where applicable.

The public will have an opportunity to make submissions or observations to the relevant planning authority and this feedback will assist in informing the decision to proceed with the Greenway scheme.

Farmer / Landowner Engagement





3.0

CODE OF BEST PRACTICE



3.1 General Provisions

3.1.1 Project Liaison Officer (PLO)

The project promoter will appoint a lead PLO for each National or Regional Greenway scheme. The appointment will be made at the route corridor options stage of the Greenway design and planning process. The PLO will liaise and engage with affected parties or their representatives on any matters relating to the Greenway scheme.

The PLO will, in particular:

- provide information on the Greenway scheme proposal and the procedures involved in the development of the scheme;
- outline the manner and the extent to which individuals and / or their property may be affected;
- discuss an optimum route through the holding of an individual landowner to minimise impacts on their property, whether it is a farm, residential or other type of property;
- inform interested parties of the opportunities to be involved in the planning process and to have their views and submissions considered by ABP when deciding on whether to grant consent to the Greenway scheme development;
- outline the procedures whereby work to be undertaken as a consequence of the construction of the Greenway are agreed between individuals / those acting on their behalf and the project promoter, i.e. accommodation works concerning matters such as access, fencing, drainage, planting, etc.;
- provide information on the programme of work for the completion of the Greenway;
- seek to minimise the impact of construction works on farm operations;
- provide contact details / mobile number to farmer / landowner and be available at all reasonable times.

The PLO will seek to provide information in a clear and easily understood format. He / she will provide drawings and maps in circumstances where planning has sufficiently advanced to accurately depict the likely effects of the Greenway scheme on a property holding.

During construction, the PLO will also act as the first point of contact if individuals should encounter difficulties regarding:

- the development of the Greenway scheme proposal and the procedures involved;
- the timely implementation of agreed accommodation works;
- the nature of the accommodation works to be undertaken;
- the contractor's response to any disruption of access or services occurring during Greenway construction.

3.1.2 Project Agronomist / Property Advisor

The services of a Project Agronomist / Property Advisor, engaged by the project promoter, will be made available to landowners to fully and fairly assess the impact of the proposed Greenway on their farms, business and other property types. The Project Agronomist / Property Advisor will assist in identifying a route which minimises the impact of the scheme on affected properties. The Project Agronomist / Property Advisor will also assist in agreeing upon appropriate accommodation works and access arrangements in consultation with the farmer / landowner Agronomist / Property Advisor.

3.1.3 Indemnification

The project promoter will indemnify the landowner against all actions, claims and demands arising from advance surveys, investigation works and its acquisition of the land for the Greenway, for both the construction and operational phases of the scheme, other than claims arising from negligence or neglect on the part of the landowner.

Insurance cover and cost of cover can be included as part of the review of the Code.

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3.1.4 Professional Charges

The project promoter will pay the reasonable and necessary costs, including professional fees, properly incurred by the property owners as a direct consequence of being affected by the proposed acquisition of land for Greenways. This will include fees related to the formal transfer of good and marketable clean title of the relevant portions of the landowner's property, and completion of the Deed of Transfer together with abbreviated queries on title. It will also include agent fees incurred in the negotiation and settlement of land acquisition terms including details on accommodation works.

Property owners may claim for one set of professional fees and costs, where applicable, in each category relating to:

- Solicitor's costs for the conveyance of good title.
- Farmer Agronomist / Property Advisor professional fees including advice on preferred route corridor to cover negotiations on Voluntary Land Acquisition Agreements / compensation including details on accommodation works and all other necessary work.
- Other professional fees where the engagement is necessary and is agreed in advance with the project promoter.

Where a requirement is identified as necessary for another type of professional advisor or in exceptional circumstances, either during the land acquisition or construction stage, then the landowner must obtain prior written approval from the project promoter in advance of any such commission. The proposed requirement must be outlined and the scope of the engagement and associated scale of fees agreed. The project promoter will endeavour to have all relevant areas of expertise in place in any event to assist the farmer / landowner in the process.

3.1.5 Advance Works

Access to lands will be required by the project promoter and its consultants at different stages of the planning of a Greenway scheme. At the early stages non-intrusive examination of the land, such as walk-over studies, may suffice (e.g. for ecology). More detailed investigation (such

as archaeological surveys or site investigation works) will usually be necessary, as design progresses, to determine the preferred line of the Greenway and the ground conditions that could affect construction.

Archaeological works will be conducted in accordance with the 2017 Code of Practice for Archaeology, as agreed between the Minister for Arts, Heritage, Regional, Rural and Gaeltacht Affairs and TII. See <https://www.tii.ie/news/archaeology/code-of-practice/TII-Code-of-Practice.pdf>

Persons authorised by the project promoter will seek consent to enter onto land at all reasonable times for the purpose of planning and related activities. Where such access is required to any landholding, the PLO on behalf of the project promoter, will give at least 14 days written notice of the date they intend to enter the land and commence the works. To the extent that it is feasible, the PLO will provide an indicative time of arrival to the landowner together with contact details of the personnel involved. The persons concerned may wish to carry out surveys, investigations, excavations, borings or tests in connection with the Greenway scheme and will notify the landowner of the scope and timeframe for these works.

In order to ensure that proper records are maintained, the project promoter will ensure that pre and post condition surveys of the land are carried out and made available to the landowner by the PLO on request. The PLO will also notify the landowner when works are completed.

In the event that site investigation works or archaeological works are necessary, as required by planning or other consents, the project promoter will make payments to the landowner for excavations / bore holes or archaeological works. The current payment rates for site investigation works and archaeological works are outlined in Appendix 2 of this Code.

Payment will be made within three months of the completion of the advance works or phases thereof. The project promoter will make good or compensate (subject to agreement) the landowner for any exceptional damage directly caused by advance works, providing such damage is notified to the project promoter in a timely manner.

In cases where the project promoter is made aware of written agreements regarding land, which is the subject of lease / tenancy arrangements, the project promoter will make payment for excavations / borings based on these agreements to the relevant leaseholder / occupier. In all other cases, the project promoter will liaise with and arrange payment to the landowner.

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3.1.6 Commencement of Work

A minimum of fourteen days' notice of intention to commence any work shall be given to landowners along the route of the Greenway before entry is made to their lands. The landowners shall be kept informed of the intended programme of works for construction.

A record of the condition of the landholding in the vicinity of the proposed Greenway will be agreed between the PLO and the landowner in advance of the commencement of any works.

3.1.7 Supervision of Work

The work shall be undertaken to the appropriate standards and the PLO will act as the main point of contact on behalf of the project promoter. The PLO, in conjunction with members of the construction team, will supervise the execution of the works and maintain contact with the landowners along the route of the Greenway. Landowners will be informed of the contact details of the PLO to whom queries may be addressed.

The project promoter will accept responsibility for the actions of the appointed contractors and subcontractors and all persons employed by the project promoter in connection with the works. Actions or works carried out expressly by any contractor at the request of the owner or occupier of the land will not be the responsibility of the project promoter and no costs in connection with any such actions or works will be borne by the project promoter. Any instructions or alterations required on behalf of the landowner shall only be negotiated and agreed directly with the PLO and recorded in writing. Any other agreement(s) between the landowner and the contractor (and its servants and agents) will be the sole responsibility of those parties.

3.1.8 Reinstatement of Temporary Works Area

The project promoter shall be responsible for restoring all ground within any temporary works area that is agreed between the project promoter and the landowner, and any other ground disturbed by its operations, to a condition equivalent to that existing before the commencement of works and will cover associated losses as a result of the temporary works incurred by the farmer / landowner. In such situations, these works can be covered within the agreed schedule of accommodation works and carried out within an agreed and reasonable time period. Pre and post condition surveys will be prepared and can be provided to the Landowner on request to the PLO in order to ensure proper records exist and that any issues can be resolved in an efficient manner.

The project promoter shall be responsible for restoring all ground disturbed by its operations

3.1.9 Animal Disease

The project promoter will comply with any Regulations in connection with the Department of Agriculture Disease Eradication Scheme (see Code of Practice for the Prevention of the Spread of Animal Disease at Appendix 1 of this Code).

3.1.10 Invasive Species and Noxious Plant Species

All reasonable steps will be taken by the project promoter to avoid the dispersal and spreading of any scheduled plant species, such as Japanese Knotweed (*Fallopia japonica*) and other knotweed species within the footprint of the Greenway, in accordance with the relevant Regulations. See <http://www.irishstatutebook.ie/eli/2011/si/477/made/en/pdf>

3.1.11 Department of Agriculture / EU Schemes

The project promoter will provide a letter of explanation to any farmer / landowners impacted by the Greenway, outlining the relevant dates that the Greenway impacted on the farm / business and cover any losses/penalties incurred by the farmer / landowner under all Government / EU schemes as part of their compensation claim.

3.1.12 Countryside Issues

The project promoter recognises that farming activities, by their nature, may generate noise and odour. Farming practices can and will continue as heretofore where a Greenway is developed adjacent to farmland, subject to existing Good Agricultural Practices.

3.1.13 Public Facilities

In conjunction with the private sector the project promoter will ensure that toilet facilities are provided at appropriate locations along the Greenway.



3.0 CODE OF BEST PRACTICE

3.2 Accommodation Works

3.2.1 General Provisions

Accommodation works will be carried out by the project promoter to mitigate the impacts that may be experienced by a landowner as a direct result of the construction and operation of the Greenway scheme. Examples include the provision or reinstatement of access to property and the erection of walls, gates, and fencing. Where necessary and appropriate, the provision of an underpass may also comprise accommodation works. In certain instances, the monetary value of an agreed item of accommodation work can be made available to the landowner where the mutual preference is for the landowner to directly engage / arrange for the agreed works to be undertaken on their own lands.

As outlined in Section 3.1.2 of the Code, the services of a Project Agronomist(s) / Property Advisor(s) dedicated to the Greenway project will be made available by the project promoter to landowners to ensure that the respective landholdings are fully and fairly assessed in terms of the potential impacts of the scheme on farm / business operations / residential and other relevant considerations. As part of this process, a suitable schedule of accommodation works will be developed in each case, in conjunction with the Farmer Agronomist / Property Advisor together with a schedule of commitments such as the non-interference of services and utilities and maintaining access during construction. These schedules will be issued to the landowner.

In the event that a land / property owner wishes to engage their own professional representation, whether Property Advisor / Rural Chartered Surveyor / Agronomist, to liaise with the Project Engineer / Project Liaison Officer / Agronomist / Property Advisor on their behalf, then this facility will be available given the early engagement. This representative must be suitably qualified and experienced and fulfil the role of acting for the land / property owner as part of this Section, 3.2 Accommodation Works and Section 3.3 Land Acquisition. The fees involved will be paid for by the project promoter. (See Section 3.1.4).

The project promoter will make contact with relevant professional representative bodies (such as the Society of Chartered Surveyors Ireland and Agricultural Consultants Association) to inform them of the provisions of this Code; and to request that they put in place a panel of independent advisors or provide access to the contact details of professional members of their organisations that are suitably experienced and qualified.

In the case of non-farm related properties or where elements of a landholding contain non-farm related activities, the services of Project Engineers and, where necessary, Property Advisors will be made available to landowners by the project promoter in order to fully and fairly assess the potential impacts. As part of this process, the measures that may be employed to mitigate potential impacts will be identified and, as above, appropriate accommodation works specific to the property, together with a schedule of commitments, made available.

3.2.2 Mediation Mechanism for Accommodation Works

It may not be possible in all circumstances to come to an agreement on accommodation works and there may need to be recourse to a mediation mechanism.

It must be recognised that it may not be possible in all circumstances to come to an agreement on accommodation works and that there may need to be recourse to a mediation board, with the objective of arriving at a solution on accommodation works as part of the overall Landowner Agreement. Where this need arises, a solution on accommodation works will be sought from a mediation board of three individuals which will be comprised of a representative of the landowner, a representative of the project promoter and an Independent Mediator or by nomination from the Chartered Institute of Arbitrators Ireland (CI Arb) if required.

3.0 CODE OF BEST PRACTICE

Where accommodation works are to be provided, the detail should be developed and agreed between the project promoter and the landowners and their Farmer Agronomist / Property Advisor as part of the Voluntary Land Acquisition Agreement / compensation contract and set out in a schedule attached thereto. If lands are severed, appropriate access arrangements will be agreed between the farmer / landowner or his / her nominated Agronomist and the PLO on behalf of the project promoter.

3.2.3 Fencing / Boundary Treatment

Where necessary, fences shall be provided to assist in preventing trespass and for the protection of members of the public and animals. Fencing and boundary treatment will be discussed and agreed with the landowner and provided by the project promoter. At a minimum, fencing will be stock proof (i.e. suitable for the containment of cattle and sheep) and will have regard to the farming activity carried out by the landowner at the date of land acquisition. Permanent fencing including crossing points, if required, will be erected / replaced with appropriate materials in each case.

Where any fences, walls, boundary treatments or hedges are damaged they will be made good and will be reinstated with similar materials at least as good as heretofore, in a timely manner. Boundary fences erected as part of the Greenway will be maintained by the project promoter, unless otherwise agreed. The type of fencing will be dealt with on a case-by-case basis with each landowner and their representative. The typical standard of boundary treatment will vary depending on land use. An example of standard fencing detail can be found here: <https://www.tiipublications.ie/library/CC-SCD-00301-03.pdf>

The farmer / landowner will grant all reasonable access to his / her property to facilitate maintenance of boundary fences. The project promoter will not be liable for any consequences of the unreasonable withholding of access that is necessary to perform inspections or maintenance work. This is regardless of whether the project promoter is responsible for the maintenance of fencing.

Suitable temporary (or permanent if appropriate) stock proof fencing shall be erected where required before construction commences and shall be maintained thereafter until reinstatement of the land is completed and the temporary fencing is removed.

3.2.4 Farm Crossings

Where a farmer / landowner needs access across the Greenway to severed land, the project promoter shall provide a suitable means of crossing. The crossings will be designed to facilitate the movement of farm machinery and include a gated arrangement to allow the safe crossing of livestock. The farmer / landowner undertakes to ensure crossings are managed in a safe, efficient and timely manner. Greenway users should afford reasonable opportunity for this and not interfere with this activity.

3.2.5 Private Roads

The project promoter will make every effort to avoid crossing any private access roads / driveways. If a crossing is unavoidable it is important that pedestrians and cyclists give way to property owners using the private access road / driveway and the crossing will, therefore, be constructed to include a staggered chicane and warning signs on the Greenway leading to the private road / driveway.

3.2.6 Underpasses

During the route selection process, the project promoter will endeavour to take all reasonable measures to avoid direct impacts to those parts of a farm holding that are integral to a farm operation, e.g. a dairy grazing platform. The project promoter undertakes to engage with the landowner and their Farmer Agronomist / Property Advisor to examine all viable options to minimise any potential impacts to land / property holdings. In the event that severance to an integral part of the farm operation is unavoidable, then, an underpass or other appropriate structures / crossing or compensation in lieu will be provided by the project promoter on a case-by-case basis, in conjunction with the farmer / landowner and their Farmer Agronomist / Property Advisor.

3.2.7 Water Services

All necessary precautions shall be taken to protect watercourses and water supplies against pollution attributable to the construction of the Greenway. All proper steps will be taken to minimise any interference with water supplies. Before site investigation or construction operations commence, the project promoter shall acquaint themselves with the position, type and size of all underground services and wells, and monitor these supplies where necessary. In the event of a water pipe or supply being severed, the project promoter shall effect an immediate repair or provide alternative supply. In the event of a well or other water supply being permanently affected or removed as a result of the Greenway, the project promoter will either construct an alternative supply (e.g. a second well) or where warranted / agreed, monetary consideration in lieu of works will be made to the landowner who then arranges their own water supply solutions on their retained lands.

3.2.8 Drinking Troughs

Where drinking troughs are located within the works area, or where fields are severed from the normal supply, temporary drinking troughs shall be provided. Upon the completion of the works, all troughs shall be reinstated or replaced in their original position or in an appropriate alternative location agreed with the landowner.

3.2.9 Land Drains

The project promoter is responsible for existing land drains

3.0 CODE OF BEST PRACTICE

within the footprint of the Greenway which will be maintained during the works. Any damage to land drains caused by the Greenway development will be repaired during construction and, in the longer term, throughout the operational phase of the Greenway. Landowners will inform the PLO of the locations and direction of any land drains that may be affected by the works in a timely manner.

3.2.10 Sewers / Septic Tanks / Percolation Areas

Where excavations interfere with sewers / septic tanks / percolation areas / soakaways within the curtilage of a dwelling house, even though these may be outside the Greenway, these utilities shall be maintained by the project promoter without interruption during the course of the work. The landowner shall provide all necessary access facilities to enable the project promoter to do so. They shall be restored to the satisfaction of the landowner on completion of the Greenway.

3.2.11 Trees

Any trees that require to be removed from within the works area shall be removed after consultation between the PLO and the landowner. All usable timber shall remain the property of the landowner and shall be cut and disposed of in accordance with the reasonable requirements of the landowner. A Felling License will be obtained by the project promoter. All other scrub or timber shall first be offered to the farmer / landowner or be disposed of by the contractor on behalf of the project promoter.

3.2.12 Ducting

Two service ducts (150mm diameter) may be provided to any adjacent areas of physically severed lands that may occur as a result of the construction of the Greenway. Water and electrical services that are severed will be restored to the severed portion of lands.

3.2.13 Signage

Wayfinding, regulatory and information signs will be erected on the greenway/public road and away from the farmer / landowner's property at public access points to the Greenway and approaching crossings / features, where the user requires advance warning.

The project promoter will erect signs on the Greenway stating that dogs must be kept on a lead at all times.

3.2.14 Construction Stage

The project promoter will:

- > Give the landowner two months' notice of commencement of construction.
- > Supply a map to the contractor and the landowner that will indicate the lands on which the Greenway is to be

constructed. The contractor will be advised that access to other lands should only be gained with the consent of the landowner, and along the acquired strip only.

- > Instruct the contractor that any gates used by the contractor or its agents to gain access must be kept closed to prevent animals from straying.

The landowner will grant all reasonable access to his / her property to the contractor to facilitate the construction of the fence line / accommodation works. The contractor will not be liable for any consequences where the necessary access to perform such works is unreasonably withheld. The contractor will deal with the day-to-day issues of repairing damage to services, provision of access, water runoff, fencing and controlling mud, dust and waste.

Contact details for the PLO will be made available to affected landowners.

During construction of a Greenway the PLO will, without prejudice to the rights and responsibilities of the contractor, liaise with the landowners to help resolve any issues arising in relation to matters such as:

- > Minimising the impact of construction works on farm operations, crops, etc.
- > Programmes of work for the completion of the Greenway project.

Existing access to property, including homes, farms and severed lands, will be maintained during construction of the Greenway. Otherwise, reasonable temporary access will be provided to the property owner. All permanent pathways / roadways and property outside the Greenway that are affected will be restored to their original state.

3.2.15 Post Construction

Notwithstanding the undertakings outlined above, the project promoter will address any snag list submitted to it by an individual farmer / landowner within six months of the completion of accommodation works and will arrange to rectify faults where they are due to defective workmanship or materials.

3.2.16 Greenway Maintenance

The project promoter will be responsible for the upkeep and maintenance of the Greenway, including litter control, to an appropriate standard by implementing an ongoing Maintenance Plan.

3.2.17 Future Farm Expansion

Should a farmer / landowner adjoining the Greenway or having had land acquired for the Greenway, wish to expand his / her landholding by acquiring or long-term leasing another property adjoining the other side of the Greenway, the project promoter / Local Authority will agree to provide appropriate access arrangements to connect the two farm properties alongside the Greenway.



3.0 CODE OF BEST PRACTICE

3.3 Land Acquisition

It is anticipated that the use of state-owned lands, in conjunction with the lands acquired by Voluntary Agreements, will deliver the majority of the lands required for the Greenway.

3.3.1 General Provisions

The project promoter will make every effort to minimise the number of private land holdings directly affected by a proposed Greenway. The strategy will be to use existing suitable State-owned lands (Coillte, Bord na Móna, flood defence, etc.) along the proposed route corridors. These lands will be prioritised in determining the preferred route corridor options.

However, due to the extensive scale of National Greenway projects (such as the proposed Greenway between Galway and Athlone (140km), and the absence of linear State-owned features (such as disused railways or canals), it is anticipated that a substantial number of private land parcels will also be required to deliver the project.

These private lands need to be acquired in order to secure ownership and to protect the use of the strategic Greenway network and the substantial investment made by the State for future years.

Where private land acquisition is necessary following the selection of the preferred route corridor, the project promoter will engage with individual landowners in an effort to agree upon a route that minimises the impact on their respective farm / property holdings and enter into Voluntary Land Acquisition Agreements where possible. The process of agreeing upon Voluntary Land Acquisition Agreements will be initiated in advance of the project promoter making an application for planning consent.

Where a landowner and the project promoter reach agreement, the Voluntary Land Acquisition Agreement will be honoured in full.

The landowner's title must, of course, be confirmed and, if a mortgage or charge exists over the property, a letter will be required from the Mortgagee or Charge Holder consenting to the release of the mortgage or charge.

It is anticipated that the use of State-owned lands in conjunction with the lands acquired by Voluntary Agreements will deliver the majority of the lands necessary for the Greenway.

Many landowners and their representative bodies hold serious reservations and have legitimate concerns as to the use of Compulsory Purchase Powers in the provision of National and Regional Greenways. The strategy and commitments outlined in this Code will, it is hoped, facilitate the acquisition of lands by way of Voluntary Agreements. Where this does not prove possible, it may be necessary to exercise the compulsory purchase mechanism. This mechanism will, however, only be exercised as a last resort and in circumstances where for example:

- (I) Voluntary Agreement cannot be reached between the parties following a comprehensive negotiations process.
- (II) An economically feasible alternative route that meets the scheme objectives and the Five S criteria, as set out in the Code, does not exist.
- (III) Legal title issues such as proof of ownership (clean title); unregistered land; ward of court; competing claims, etc.

Where such circumstances arise, the project promoter will seek to acquire the outstanding plots of land using the existing legal mechanisms already available, including

Overview of Process involved in developing a Greenway

Preferred Route	<ul style="list-style-type: none"> > Project Agronomists / Property Advisors available to landowners > Consultation meetings with individual landowners and / or representatives > Accommodation works proposals outlined and discussed where possible > Farmer Agronomist / Property Advisor available
Preliminary Design	<ul style="list-style-type: none"> > Horizontal and vertical alignment established to determine precise land acquisition requirements > Accommodation works proposals agreed with landowners and / or representatives > Farmer Agronomist / Property Advisor available
Application to An Bord Pleanála (ABP)	<ul style="list-style-type: none"> > Completion of the EIAR / NIS, if applicable > Application submitted to ABP including Notice of Making a Compulsory Purchase Order
Oral Hearing	<ul style="list-style-type: none"> > An oral hearing may be held by ABP to examine issues and concerns raised by persons with submissions / observations on the proposed Greenway
Decision	<ul style="list-style-type: none"> > ABP either approves the scheme, rejects the scheme or approves the scheme with conditions / modifications > This includes a Notice of Confirmation of a Compulsory Purchase Order > Final approval timing may be impacted if Judicial Review taken
Construction of the Greenway	<ul style="list-style-type: none"> > If the scheme is successful at planning the project promoter will proceed to construction subject to Government funding

Voluntary Land Acquisition Process



service of Notice to Treat under the relevant legislation in order to keep the project consent alive.

The above process ensures that all Voluntary Agreements can be honoured in full and a National or Regional Greenway can be delivered through the acquisition of all interests and rights in land.

The Voluntary Land Acquisition Agreements will be completed and the compensation paid when the scheme has obtained development consent from ABP and the required funding to implement the scheme is approved.

The application to ABP for development consent will include approval for the entirety of the lands for national and regional Greenway projects which will be included in a Compulsory Purchase Order (CPO). This will ensure

that the scheme can proceed in the absence of Voluntary Agreement for all individual plots or if there are title difficulties which cannot be resolved by an individual landowner.

The availability of the CPO would allow the acquiring authority and the landowner to proceed and resolve title difficulties where Agreement has been reached with an individual landowner, for example, if a third party asserted some rights over the landowner's holding or where probate has not been concluded. The project promoter would then be able to extinguish that third party right and obtain clean title. This provision will benefit both the landowner and the project promoter by enabling title issues to be resolved and allow land payments to be made.

The main headings to a claim for compensation can include the following

Landtake	<ul style="list-style-type: none"> > Value of legal interest in land to be acquired. This may include: <ul style="list-style-type: none"> > Permanent land acquisition by reference and comparison to the size, location and quality of the parcel to be acquired > Permanent wayleave acquisition > Impact on a private right of way > Other impact on a legal right / interest such as a lease on land for a year or more
Severance and other Injurious Affection	<ul style="list-style-type: none"> > Severance: The reduction, if any, in the market value of lands retained by the landowner due to the taking of part. > Injurious affection: Any damage or devaluation in the market value of lands retained by the landowner caused by the construction of the Greenway and its subsequent use to include any damage to the viability of the farm business.
Disturbance and any other matters	<ul style="list-style-type: none"> > Permanent disturbance: The loss sustained or expenses incurred by an owner as a result of the acquisition of land, apart from the value of the land taken and the reduction in value, if any. <ul style="list-style-type: none"> > Includes reasonable professional fees properly and necessarily incurred in the preparation, submission and settlement of a claim and reasonable legal fees / costs for the transfer of title. > Covers any losses / penalties incurred by the farmer / landowner under all Government / EU schemes as part of their compensation claim. > Temporary disturbance: Includes issues such as dust and nuisance and disruption to water supplies, operational impacts and other services during construction , including the landowner's time and trouble in dealing with the issues. <ul style="list-style-type: none"> > Includes the temporary possession of land such as working strips to install and erect fencing / boundary treatments. > Crop loss

3.3.2 Summary of an Accurate Voluntary Acquisition Price / Compensation

For the purposes of arriving at an accurate acquisition price, the project promoter will ensure that fair and equitable principles are applied in respect of the Voluntary Land Acquisition Process and in line with the principles set out in this Code of Best Practice. In achieving this outcome, the principles applied in terms of the assessment of compensation will be adopted in order to safeguard the landowner of their statutory entitlements whilst ensuring consistency and equality of treatment across all individual cases.

The project promoter will engage the services of a Property Advisor(s) / Agronomist(s) to act on their behalf in the negotiations process. This Code and process also

provides for the farmer / landowner to have available to him / her independent, suitably qualified and experienced professional representation at all times during the process. The fees involved will be paid for by the project promoter. (See Section 3.1.4).

It is important to note that each case will be assessed and negotiated entirely on its own, individual merits and, whilst a general approach in the treatment of certain cases may be agreed between parties during negotiations, it is recognised that no two cases are exactly the same.

Once an agreement is reached between the parties, this Agreement represents full and final settlement under all heads of claim.

3.3.3 Voluntary Land Acquisition Agreement Process

An invitation to participate in Voluntary Land Agreement negotiations will be issued by the project promoter to landowners approximately twelve months in advance of the intended application date to ABP for planning consent for National and Regional Greenway projects.

An early sign-on payment will be paid by the project promoter to the landowner once a Voluntary Agreement has been signed and the farmer's / landowner's Solicitor has provided satisfactory evidence that good title is available.

Professional Fees Associated with Voluntary Land Acquisition Process

In relation to professional representation during the Voluntary Land Acquisition process the following applies:

- > The Farmer Agronomist / Property Advisor will be paid an advanced professional fee of €1,000 plus VAT once a Voluntary Agreement is appropriately signed and returned and the legal title verifications have been completed as part of this process.
- > The landowner's Solicitor will be paid an advanced professional fee of €750 plus VAT once proof of title is validated. This allows a legal file to be opened and caters for progressing the conveyance process at a later date, where time is of the essence in that the Agreement is activated.
- > The balance of professional fees will be calculated in accordance with the relevant Transport Infrastructure Ireland (TII) Circular (see [www.LINK required here](#)), as updated from time to time, payable on completion of the transfer of legal title to the project promoter. This can include the balance of legal costs to conclude the land transfer and the balance of Farmer Agronomist / Property Advisor costs, including the standard allowance for agreement on accommodation works, if applicable. This also includes any costs properly and reasonably incurred where a Mediation Process was concluded.

Voluntary Land Acquisition Process Overview

Preliminary Design Stage

Invitation to Participate

- > Invitation to initiate Voluntary Land Acquisition Process issued by project promoter to landowners approximately twelve months in advance of intended date of application to An Bord Pleanála for planning approval for the scheme.
- > Accommodation works proposals to be outlined and discussed and agreed, where possible.
- > Farmer / landowners will be requested to submit a claim (through their Farmer Agronomist / Property Advisor).
- > Project promoter will fairly consider and evaluate the claim under all headings and negotiations will ensue.
- > Any Voluntary Land Acquisition Agreements reached will be processed by Law Agents.
- > The farmer / landowner and project promoter can avail of the voluntary land acquisition Mediation Process at this stage - see Section 3.3.5.1 below.
- > Early sign-on payment will be made to landowner, once Agreement is executed.

Voluntary Land Acquisition Process Overview (Continued)

Application to An Bord Pleanála

- > Project promoter submits scheme to ABP for planning approval.
- > Voluntary Land Acquisition process continues on outstanding cases.
- > Accommodation works proposals to be agreed with landowners / their representatives.
- > Any Voluntary Land Acquisition Agreements reached will be processed by Law Agents.
- > The landowner and project promoter can avail of the Mediation Process at this stage - see Section 3.3.5.1 below.
- > Early sign-on payment will be made to landowner once Agreement is executed.

Oral Hearing

- > An oral hearing may be held by ABP to examine issues and concerns raised by persons who make submissions / observations on the proposed Greenway project.
- > Accommodation works proposals to be agreed with landowners and / or representatives.
- > Any Voluntary Land Acquisition Agreements reached will be processed by Law Agents.
- > Early sign-on payment will be made to the farmer / landowner within a 4 - 6 week time period of the Voluntary Land Acquisition Agreement being executed.
- > The Early sign-on payment will be available up until An Bord Pleanála has issued its Decision.

An Bord Pleanála Decision

- > ABP will either approve the scheme, reject the scheme, or approve the scheme with modifications. If the scheme is approved:
- > ABP issues confirmation of a Compulsory Purchase Order.
- > The project promoter commits to exercising all executed Voluntary Agreements three months after confirmation by ABP of the scheme, subject to commitment on funding for the scheme. Transfer of legal title to occur and the agreed Voluntary Acquisition payment made to the landowner.
- > Voluntary Land Acquisition process continues on all other outstanding cases.
- > Where individual cases remain outstanding following twelve months of the planning authority confirming the scheme and it becomes operative, the project promoter will serve a Notice to Treat to ensure the scheme can proceed.
- > The Land Acquisition Process will continue until all cases are approved.

Construction of the Greenway

- > If the scheme obtains planning consent from ABP, the project promoter will proceed to construction, subject to Government funding.
- The Land Acquisition Process will continue, until all remaining cases are resolved.
- The project promoter will require control of all lands necessary to construct and operate the scheme and will serve Notices of Entry, where and when relevant, following service of Notice to Treat.
- Where negotiated Agreement on remaining individual Land Acquisition Agreements is not possible, either party will have recourse to have the matter determined by an Independent Assessor under an independent third party Assessment Process or Arbitration Process.

**Voluntary
Land
Acquisition
Process
Active**

3.3.4 Greenway Sustainability Payment

It is acknowledged that landowners are being requested to engage in the progression of a National or Regional Greenway project at a much earlier timeframe than under the normal statutory regime and potentially entering commitments / advanced considerations as part of this process.

By way of recognising the continued co-operation of directly impacted farmer / landowners, a payment will be paid on completion of the scheme when the Greenway opens. This co-operation payment will be subject to a minimum payment for each landowner / Land Agreement per scheme.


Where applicable, this ex-gratia payment will be available whether a landowner's case is concluded under the Voluntary Land Acquisition Agreement process or under the statutory compensation process.

Where there are recorded incidences of non-cooperation by the landowner during the process and the project promoter and / or its agents can demonstrate that they acted reasonably, the cooperation payment will be forfeit. Non-cooperation to be determined by the mediation board (please see Section 3.2.2).

For clarity, this ex-gratia payment, and the separate early sign-on payment, where applicable, will be over and above the negotiated land acquisition / compensation payment that may be agreed between the landowner and the project promoter.

Cooperation payment and any early sign-on payment will be over and above the negotiated land acquisition / compensation payment that may be agreed





Each case is to be assessed and negotiated on its own merits as no two cases are exactly the same

3.0 CODE OF BEST PRACTICE

There are several different scenarios that may arise; and for demonstrative purposes we have outlined two below.

Landowner A

Following consultations with a landowner, a 100-metre linear length of land is identified as being required for the scheme. The landowner instructs a Farmer Agronomist / Property Advisor to act on their behalf and a Voluntary Land Acquisition Agreement is negotiated and agreed in advance of any ABP oral hearing.

- > Entitled to an early sign-on payment, payable on execution of Voluntary Land Acquisition Agreement.
- > On confirmation by ABP of the scheme and subject to commitments on funding, the negotiated Voluntary Acquisition Price will be honoured and becomes payable on completion of the legal land transfer. Law Agents to be instructed after three months of scheme confirmation.
- > On the basis that the landowner cooperates during the entire process, on completion of the Greenway works, the landowner will be entitled to a further separate payment.

Landowner B

Following consultations with the landowner, a 400-metre linear length of land is identified as being required for the scheme. The landowner instructs a Farmer Agronomist / Property Advisor to act on their behalf and a Voluntary Land Acquisition Agreement is negotiated and agreed six months after the scheme is granted planning consent.

- > The early sign-on payment does not apply.
- > Once a commitment to funding for the scheme is confirmed, the negotiated Voluntary Acquisition Price becomes payable on completion of the legal land transfer. Law Agents to be instructed to complete.
- > On the basis that the landowner cooperates during the entire process, on completion of the Greenway works the landowner will be entitled to a further separate payment.



This Guide and Code applies to the delivery of National and Regional Greenways

3.0 CODE OF BEST PRACTICE

3.3.5 Conciliation Processes

Given the spirit of engagement and collaboration underpinning this Code and advanced measures to be taken, it is envisaged that the vast majority of Voluntary Land Acquisition and Compensation Agreements will be achieved by direct negotiated means. It is, however, acknowledged that this may not always be possible and, accordingly, the parties can avail of a Mediation Process in the first instance.

3.3.5.1 Voluntary Land Acquisition - Mediation Process

In the event that the parties are unable to reach agreement on an appropriate voluntary acquisition price, either the landowner or the project promoter can apply to have the case listed for mediation.

The Mediator will bring the parties together to see if a settlement can be reached between the parties. Where the parties reach an agreement, a Settlement Agreement is signed by all the parties and is completely confidential. The Law Agents are then instructed to arrange for the drafting of a Voluntary Land Acquisition Agreement to reflect the Agreement reached.

The Mediator is appointed by the Chairman of the Chartered Institute of Arbitrators, Irish Branch, from a panel of competent, independent and suitably qualified Mediators.

Either party can avail of the Mediation Process in circumstances where:

- > the invitation to participate in the Voluntary Land Acquisition Process for the scheme has been initiated; and
- > a claim was lodged by the landowner's Agent; and
- > an offer was made in response to the claim by the project promoter's agent; but agreement has still not been achieved; and
- > the voluntary negotiations process has been exhausted.

The Mediation process should include a representative of both the landowner and the project promoter. It is envisaged that the Mediation Process would be

conducted between the Agronomist / Property Valuers for both parties and availed of at any time prior to the convening of an oral hearing by the relevant planning authority, into the Greenway scheme.

The costs of the process will be paid for by the project promoter and determined in accordance with the table for professional fees and any associated circulars that may apply.

In the absence of an agreement between the parties at the Mediation process, there will be a further opportunity to negotiate any remaining outstanding cases following the planning consent / Compulsory Purchase Order being confirmed and made operative.

3.3.5.2 Independent Third Party Assessment

When planning consent is in place and the Compulsory Purchase Order has been confirmed and made operative, the parties have a further opportunity to negotiate and reach a negotiated Agreement. As outlined above, the Voluntary Negotiations process continues for a further period of twelve months from when the scheme is confirmed by the planning authority and becomes operative.

At this stage of the process, if it has not been possible for the parties to agree on a monetary consideration, then either party may apply for an independent assessment to be determined by an Assessor appointed from a panel of competent, independent and suitably qualified Assessors established for this scheme by the Chairman of the Chartered Institute of Arbitrators, Irish Branch.

3.0 CODE OF BEST PRACTICE

On payment of an administrative fee by the project promoter, the Chairman of the Institute shall nominate a member of the panel to make an independent assessment. The assessment shall be in accordance with the principles set out in Sections 3.3.1 and 3.3.2 above, whereby the monetary consideration will be determined in accordance with the relevant statutory provisions governing land acquisition. The project promoter and the landowner will have due regard to the non-binding assessment. The process will be available to both parties once the relevant project has been granted planning consent and the Compulsory Purchase Order has been confirmed and made operative.

The nominated Assessor shall review the application made, request brief statements from both parties and thereafter apply case management principles to enable the matter to be determined fairly and without unnecessary delay or expense. The procedures available can include the following:

Where the quantum of monetary consideration is not significant and / or it is a straightforward valuation issue in dispute the Assessor may proceed on the basis of written submissions only. Each party will submit and exchange written submissions and be afforded the opportunity of making written counter submissions.

Where it is determined by the Assessor that a hearing is warranted and there is no substantial point of law or valuation practice in dispute then the Property Advisor / Agronomy Expert, and other specialist experts where necessary from both sides, will submit and exchange written submissions in advance of a hearing. The experts will present their evidence at the hearing and be open to cross examination, by their opposite number, before the Assessor.

Where there is greater complexity, higher monetary value or the case has wider significance, the nominated Assessor may convene a case management hearing in order to identify the issues, the number and specialisms of any expert witnesses and give directions as to how the case should proceed. Any points of law or issues of valuation practice will be addressed by way of a determination of a preliminary issue prior to a hearing. This should reduce the number of issues, thereby saving costs, avoiding delay and facilitating settlement.

Any and all reasoned determinations made by an independent Assessor under this scheme will be accessible and available to all parties who confirm acceptance of the terms of the scheme. The availability of reasoned determinations should greatly assist in informing future applications under the scheme. The parties should be aware that, in availing of the independent third party Assessment process, they are providing their consent that a reasoned determination of the case will be available to landowners on the scheme, subject to appropriate redactions to remove the name of the landowner and the plot number in the scheme.

The parties will only consider using the services of a Law Agent, and potentially Counsel, where a point of law or issue of valuation practice arises under this process, or where preliminary issues can be determined in advance to enable a more efficient hearing. Where it is considered that Counsel's presence at a hearing was not warranted, the Assessor shall have the right to disallow the costs of same, irrespective of the outcome of the process.

If the independent Assessor determines an amount in excess of the sum offered by the project promoter, then the costs of the assessment will be borne by the project promoter. If the independent Assessor determines an amount less than the amount offered by the project promoter, then the costs of the assessment will be borne by the claimant.

Either party shall have the right to avail of the statutory arbitration process as provided for under legislation

3.3.6 Land Payments

The project promoter is committed to minimising the period between the conclusion of a Voluntary Land Acquisition Agreement and the payment of compensation. Subject to approval by ABP for the Greenway scheme and the necessary funding for land acquisition being made available, the project promoter commits to exercising the Voluntary Land Acquisition Agreements within three months of all final necessary development consents being obtained. It is envisaged that payment of the agreed monetary consideration will be made within six weeks of the production of satisfactory vouched title.

Where settlement is reached at a later stage, whether by Agreement or determined, it is also envisaged that payment of the monetary consideration will be paid within six weeks of the production of satisfactory vouched title.



APPENDICES



Appendix 1:

Code of Practice for the Prevention of the Spread of Animal Disease

- > This Code of Practice seeks to prevent the spread of animal disease in the course of work on National and Regional Greenway projects. All personnel involved in such work will be required to comply with the Code in circumstances where the working area has not been fenced off from the adjoining land.
- > All equipment coming from outside the State will be cleaned and disinfected on entry to the country.
- > On first arrival on site all machines will be sprayed with appropriate disinfectant. The contractor will verify to the project promoter that this has been done and the project promoter may carry out spot checks as appropriate.
- > The project promoter PLO will liaise with the local District Veterinary Office (DVO) to establish the location of any restricted herds along the route of investigation work. The liaison will continue on a regular basis throughout the investigation and reinstatement periods. Where any landholder becomes aware that his / her herd has become infected, it is his / her responsibility to inform the PLO as a matter of urgency.
- > Where the project promoter has been informed of a restricted herd along the route of the Greenway scheme, it will require the contractor to disinfect machinery and personnel before leaving the land concerned. The number of accesses across the working strip will be reduced to one in the case of lands having restricted herd status. The contractor will arrange for disinfectant mats / baths to be replenished with disinfectants, as required.
- > PLOs and other personnel working for or on behalf of the project promoter in connection with the Greenway scheme, who may have to call on landowners of restricted herds, will ensure that their footwear and clothing are disinfected on leaving the property (or land) concerned.
- > In the event of an outbreak of a serious Class A Disease, the local authority in the area concerned, or its agents / contractors, will be subject to such operational restrictions as are imposed by the Department of Agriculture and Food and the Marine.
- > The project promoter will require contractors and their agents to confine access to the working area to Greenway crossings, unless otherwise agreed with the landowner.

Appendix 2:

Site Investigation Works and Archaeological testing

Where advance works are undertaken by the project promoter, or its agents, the following schedule of rates will apply:

Site Investigation Works

Type	Rate effective from 1 June 2020
Boreholes	€159
Probes (per 30m x 50m grid)	€120
Trial Pits	€398
Double Trial Pits	€1,031
Boreholes with standpipes	€398
Survey control points (fenced)	€398
Piezometer	€219

Archaeological Testing

Category of land use	Crop loss	Disturbance	Total Per Acre
	Rate effective from 1 June 2020		
Grassland Dairy Dry stock & Maize	€541	€452	€993
	€541	€169	€710
Cereals Winter Wheat Other cereals (incl. spring wheat, barley, oats, peas and beans)	€474	€169	€643
	€395	€169	€564
Sugar Beet crop planted crop not planted	€1,015	€339	€1,354
	€564	€169	€733
Other crops / land use	Assessed on a case-by-case basis		

Appendix 3:

Form of voluntary Land Acquisition Agreement for National and Regional Greenways

SCHEME – AS SET OUT IN THE FIRST SCHEDULE HERETO

ACQUIRING AUTHORITY – AS SET OUT IN THE SECOND SCHEDULE HERETO

LANDOWNER – AS SET OUT IN THE THIRD SCHEDULE HERETO

LANDOWNERS PROPERTY – AS SET OUT IN THE FOURTH SCHEDULE HERETO

GENERAL CONDITIONS – AS SET OUT IN THE FIFTH SCHEDULE HERETO

SPECIAL CONDITIONS – AS SET OUT IN THE SIXTH SCHEDULE HERETO

ACCOMODATION WORKS—AS SET OUT IN THE SEVENTH SCHEDULE HERETO

COMPENSATION AMOUNT – AS SET OUT IN THE EIGHTH SCHEDULE HERETO

WHEREAS: -

- A. The Acquiring Authority are the promoters of the Scheme and propose seeking Development Consent pursuant to the Roads Act, 1993 as amended, the Planning & Development Act, 2000 as amended and the Housing Act, 1966 as amended (to include authorisation for the compulsory acquisition of lands where necessary) which Consents/ Approvals are hereinafter collectively referred to as Development Consent.
- B. The Acquiring Authority is committed to using its best endeavours to negotiate a voluntary Land Acquisition Agreement with individual Landowners affected by the Scheme without the need to exercise the Compulsory Purchase authorisation being obtained as part of the Development Consent.
- C. The Acquiring Authority in its dealings with landowners on the Scheme have agreed to abide by the terms of the Code of Best Practice for the provision of National & Regional Greenways agreed with the farming organisations and dated the ___ day of _____ 2021 as may be updated and revised from time to time (the Code) and will apply the Code to its interaction and negotiations with the Landowner.
- D. The Landowner and the Acquiring Authority have now agreed to the following provisions applying to the Acquiring Authority's proposed acquisition of the Landowners Property for the purposes of the Scheme

Memorandum of agreement

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. The Acquiring Authority shall pay to the Landowner the Compensation Amount for the acquisition of the Landowners Property subject to the Acquiring Authority achieving each of the following namely: -

(i) Development Consent which will be deemed to have been achieved on the expiration of all periods for Judicial Review or on the Scheme being upheld by way of final Judicial determination of the last challenge to the Development Consent and;

(ii) The Landowners Property forming part of the Development Consent obtained for the Scheme and;

(iii) The Acquiring Authority obtaining funding approval for the acquisition of the lands the subject the Scheme.

PROVIDED ALWAYS that this Agreement will terminate and cease to have effect in the event of the aforementioned 3 matters not being achieved within 36 months from the date hereof but without prejudice to the exercise by the Acquiring Authority of its statutory compulsory acquisition powers independent of this Agreement.

2. The provisions of the Eight Schedules appended hereto shall apply to this Agreement.

3. The Terms of the Code, a copy of which is appended hereto, shall form part of this Agreement however should there be any conflict between the terms of this Agreement and the Code the terms of this Agreement shall prevail.

Dated the _____ day of _____ 202_ .

Landowners Signature

Witness Signature

Witness Signature

Address of Witness

Printed Witness Name

Occupation of Witness

Address of Witness

For and on Behalf of the
Acquiring Authority

Occupation of Witness

Printed Witness Name

Signed by and on behalf of the
Acquiring Authority by a person
Duly authorised to do so

SCHEDULE ONE SCHEME

SCHEDULE TWO ACQUIRING AUTHORITY

SCHEDULE THREE LANDOWNER

SCHEDULE FOUR LANDOWNERS PROPERTY

Schedule five general conditions

1. Title

- 1.1 The Landowner shall at the time of entering in to this Agreement provide a good marketable unencumbered freehold title (assuming the application of the Law Society Conditions of Sale for the sale of property) to the property in accordance with the guidelines of the Conveyancing Committee of the Law Society of Ireland and where any dispute arises with regard to the quality of such title, the Opinion of the Conveyancing Committee of the Law Society shall be accepted by the parties.
- 1.2 In the event of the Landowners title to the property being subject to any Charge, Encumbrance, Third Party Rights or Claims the Landowner shall procure and provide to the Acquiring Authority, in advance of signing this Agreement, the consent of the holder of the said Charge, Encumbrance, Right or Claim to the Landowner entering into this Agreement which consent shall commit to discharging the property from the said Charge/ Encumbrance/Rights/Claim in the event of this Agreement becoming operative on the occurrence of the conditions referred to in paragraph 1 of the Memorandum of Agreement.
- 1.3 Once the conditions referred to in paragraph 1 of the Memorandum of Agreement hereto are complied, the Acquiring Authority shall issue a Notice to that effect to the Landowner or his/her/their Solicitor and the transfer to the Acquiring Authority of the legal title to the property and the payment of the compensation to the Landowner shall be completed within 3 months of such Notice or such extended period as the parties may mutually agree.
- 1.4 The Landowner shall be responsible for the payment of all outgoing in relation to the property up to and including the date of transfer of legal title to the Council.
- 1.5 The Acquiring Authority shall, with view to ensuring that the Compulsory Acquisition authorisation the subject of the Development Consent remains operative and is available to address any unforeseen title difficulties, serve within 18 months of the Compulsory Purchase Order becoming operative, a Notice to Treat on the Landowner. This Notice to Treat shall not affect the terms of this Agreement between the parties.

2. Compensation

- 2.1 The compensation payable is as per the Eight Schedule hereto and shall be paid to the Landowner on the transfer of legal title as referred to at Clause 1 above to the Acquiring Authority.
- 2.2 The compensation shall be paid to the Landowner within 21 days of the Acquiring Authority Solicitors title requirements being met and the Solicitor being in receipt of executed Transfer Documents to be held by the Solicitor in trust for the Landowner pending the payment of the compensation and subject to any acts appearing on Closing Searches being addressed to the satisfaction of the Acquiring Authority's Solicitor.
- 2.3 The Compensation amount is in addition to any sums which may become payable to the Landowner by way of Early Sign on Payment or Cooperation Payment pursuant to the terms of the Code.

3. Occupation

- 3.1 The Acquiring Authority shall be entitled to take possession of the property from the date of payment of the compensation however in the event of there being a delay in the transfer of title to the Acquiring Authority it shall be entitled to serve a Notice to Treat and issue a Notice of Entry pursuant to Section 80 of the Housing Act, 1966 and to take possession on foot thereof with statutory interest being paid to the Landowner in accordance with that section.
- 3.2 The Landowner shall be entitled to remain in occupation of the property up to the completion of transfer of legal title to the property to the Acquiring Authority or the service of the Notice of Entry as referred to above whichever is the earlier.
- 3.3 Should the Landowner remain in possession of the land or resume possession thereof following upon the transfer of title to the Acquiring Authority or the taking of possession by the Acquiring Authority pursuant to Section 80 of the Housing Act, 1966, any such use and occupation of the lands by the Landowner shall be in the capacity as Caretaker for and on behalf of the Acquiring Authority and the Landowner shall furnish vacant possession of the property to the Acquiring Authority immediately on being requested so to do. The Landowner acknowledges that any such use and occupation by him of the lands shall not constitute adverse possession against the interests of the Acquiring Authority in the property.

4. Landowners Costs

- 4.1 The Acquiring Authority will pay the Landowners reasonable legal costs and outlay together with VAT thereon in relation to the acquisition of the property. Both parties agree that such costs shall be paid in accordance with the current TII/NRA Circular Guidelines, the relevant extract of which is set out in Appendix B hereto.
- 4.2 Where the Landowner has established good marketable title to the property to the satisfaction of the Acquiring Authority and has executed this Agreement the Landowner's Solicitors shall be entitled to request a part of payment in respect of its fees from the Acquiring Authority in the sum of €750 plus VAT at the applicable rate and necessary legal outlays incurred up to that date with the balance of the Landowners Solicitors fees as referred to in sub-clause 1 above being paid following completion of the transfer of legal title to the Acquiring Authority.
- 4.3 The Acquiring Authority shall pay the Landowners reasonable Agents/Valuers costs and outlay together with VAT thereon at the appropriate rate in relation to negotiations in respect of the Compensation with such payment being in accordance with the current TII Circular Guidelines, the relevant extract of which is set out in Appendix B hereto.
- 4.4 Upon the signing of this Agreement, the Landowner's Agent/Valuer shall be entitled to request a part payment of his/her/their fees in the sum of €1,000 plus VAT at the applicable rate with the balance of the Agent/Valuer's fees as referred to in Subclause 3 hereof being paid following completion of the transfer to the Acquiring Authority of the Legal Title to the Landowner's property.

5. Successors in Title

- 5.1 Where the Landowner's title to the property is registered with the Property Registration Authority the Landowner hereby consents to the Acquiring Authority registering a Caution on the relevant Folio or Folios to the following effect "no disposition by the Registered Owner of that part of the property shown as Plan XX (the Landowners Property) to be made without Notice to YY" (the Acquiring Authority).
- 5.2 This Agreement shall be binding on the Landowner, his/her/their Executors, Administrators and Successors in Title.
- 5.3 In the event of the Landowner contracting to sell the property to a third party, such Contract shall provide for the Purchaser to be bound by the terms of this Agreement and for the Purchaser to sign prior to closing, a direct acknowledgement with the Acquiring Authority confirming his agreement to the terms hereof.

6. Special Conditions/Accommodation Works

- 6.1 The Special Conditions (if any) negotiated with the Landowner in relation to the Acquisition of his property are as set out in the Sixth Schedule hereto and shall be adhered to by the Acquiring Authority in the construction of the Scheme.
- 6.2 The Standard Accommodation Works to be provided as part of the Scheme are as set out in the Seventh Schedule hereto and shall be provided by the Acquiring Authority when constructing the Scheme.

7. Settlement

7.1 Subject to the payment of the Landowners costs in line with Clause 4 above the Landowner confirms and agrees that the Compensation Amount is in full and final settlement of all amounts due to the Landowner in relation to the acquisition by the Acquiring Authority of the property and the construction of the Scheme thereon PROVIDED ALWAYS that this shall not preclude claims by the Landowner for damages or injury arising from negligence or failure by the Acquiring Authority to carry out Accommodation Works or implement Special Conditions as referred to in the Sixth and Seventh Schedules hereto.

8. Counterparts

8.1 This Agreement may be executed in any number of Counterparts and each of which is an original and all of which when taken together shall constitute one of the same Agreement.

8.2 This Agreement shall not be effective however until each party has executed at least one counterpart and those counterparts have been exchanged.

8.3 Subject to a specific acknowledgement in writing (whether electronically or otherwise) of receipt by the Receiving Party, of a transmission by email in PDF or Jpeg format (or such other format as is agreed between the parties in advance of transmission) by one party to this Agreement (or their Solicitors) to the other (or their Solicitors) of a complete copy of the entire of this Agreement duly executed, shall have the same effect as delivery of an original of the Agreement. Without prejudice to the validity of the Agreement thus made each party shall provide the other with the original counterpart signed by them as soon as possible thereafter.

8.4 Subject to other express terms of this Agreement covering its validity (including but not limited to the foregoing Subclause 2 and 3 above) each of the parties to this Agreement agree that: -

- (a) The other party shall be entitled to rely on the signature execution, and or exchange of this Agreement effected electronically and;
- (b) The signature, execution and/or exchange of this Agreement effected electronically, shall constitute a legally binding Agreement among the parties to it and conclusive evidence of such Agreement, in each case as if it had been, as applicable, signed, executed and/or exchanged manually.

SCHEDULE SIX SPECIAL CONDITIONS

SCHEDULE SEVEN ACCOMMODATION WORKS

SCHEDULE EIGHT COMPENSATION AMOUNT

APPENDIX A

Code of Best Practice for National & Regional Greenways

APPENDIX B

**Relevant Extract from TII Circular No. X of 20XX in Relation to Professional Fees
and Other Payments**



An Roinn Iompair
Department of Transport



SPÓRT ÉIREANN
SPORT IRELAND



Fáilte
Ireland



An Roinn Forbartha
Tuaithe agus Pobail
Department of Rural and
Community Development



IRISH CATTLE & SHEEP
FARMERS' ASSOCIATION



THE FAMILY FARM ORGANISATION



Comhairle Chontae na Gaillimhe
Galway County Council



WESTMEATH COUNTY COUNCIL
Comhairle Chontae na hIarmhí