

Template

POINT TO NONPOINT WATER QUALITY TRADING PLAN

Instructions and Clarifications for Completing a Point to Nonpoint Water Quality Trading Plan

Per Wisconsin DNR Water Quality Trading (WQT) Guidance, the permit holder wishing to receive credits must submit a WQT Plan. This template contains all of the necessary elements of a WQT Plan required by Wisconsin DNR. This Plan is submitted as part of the WQT packet, by the Buyer to WI DNR.

- Section 1. Complete buyer/credit user/permittee information.
- Section 2. Complete seller/credit generator information.
- Section 3. Complete the broker information, if applicable.
- Section 4. Fill in blanks with the number of interim and long-term TP and TSS credits. Use the Credit Certification Report to complete this section. The Credit Certification Report is available at: <http://glc.org/projects/water-quality/foxptrade/>
- Section 5. Append a map showing the location(s) where credits will be generated. Describe the existing land uses of the proposed credit generating practice locations(s). Describe the history of the project sites(s), including historical land uses.
- Section 6. This section describes how credit practices will be verified and monitored by a third party and the roles of that Verifier. It also explains that WDNR will track the use of credits. The section refers to the WDNR Management Practice Registration Form, the Fox P Trade Credit Generating Practice Installation Report, and the Fox P Trade Credit Verification Report. These do not need to be filled out prior to completing and signing the WQT Contract, but the Buyer will need to identify a qualified third-party Verifier. The Seller must agree to allow the Verifier access the property that is generating credits. Check the Fox P Trade web site for a list of certified Verifiers or contact the Great Lakes Commission at www.glc.org or 734-971-9135.
- Section 7. This section addresses specific terms and conditions regarding credit generating practices. It addresses risks of and liabilities associated with non-performance of credit generating practices, whether the fault of the Seller or another party or source (e.g., extreme weather) and describes the reporting requirements should the credit generating practice(s) fail.
- Section 8. This section will be signed by the Buyer or Buyer's Agent. By signing this section, the Buyer certifies that the content of the WQT Plan is accurate and correct.

Documentation Required to Implement a fully executed WQT Contract*

- 1. Notice of Intent
- 2. WQT Application Packet:
 - 2.1. WQT Checklist

- 2.2. Credit Certification Report
- 2.3. WQT Contract Certification
- 2.4. WQT Plan
- 3. Management Practice Registration form and the Credit Generating Practice Installation Report
- 4. Credit Verification Report
- 5. Credit Suspension or Cancellation Notice

Forms are available online at: <http://glc.org/projects/water-quality/foxptrade/>

Point to Nonpoint Water Quality Trading Plan

1. Buyer/Permittee/Credit User Information	
Buyer/Permittee/ Credit User Name:	Individual Point of Contact:
Trade Agreement Number (<i>assigned by WDNR</i>):	WPDES Permit Number: Facility site number(s):
Permittee address: Project contact address (<i>if different from above</i>):	County: HUC12 code: Watershed name: Receiving water name:
2. Seller/Credit Generator	
Credit Generator ID #:	
Credit Generator/Seller address:	County: HUC12 code: Watershed name: Receiving water name: Tax parcel(s) where credit generating practices will be installed (or entire farm, if applicable): Is the credit generator located downstream of the Buyer's point of standards application? (Y/N)

3. Broker (if applicable)	
Broker Name:	Individual Point of Contact:
Broker Address:	

4. Credits needed to achieve WQBELS, Credits Sold/Purchased, and Agreement Length	
<p>4.1 Describe the amount of total phosphorus (TP) and/or total suspended solids (TSS) credits needed to achieve water quality based effluent limits (WQBELS) and the basis for the amount (e.g., new facility, permit reissuance, etc.).</p> <p>4.2 Subject to the conditions set forth in the WQT Contract (Agreement), the Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller a total quantity of _____ TP and _____ TSS Credits. Of the TP credits, _____ are interim credits and _____ are long term credits. Of the TSS credits, _____ are interim credits and _____ are long term credits. See Credit Certification Report for details on credit generating practice installation timing and location as well as credits generated by each credit generating practice.</p> <p>4.3 TP credits were calculated using the _____ model and TSS credits will be calculated using the _____ model as indicated in the WQT Checklist. If SnapPlus was used, Buyer will work with the Certifier to obtain before and after analyses and include them as an Appendix to this Plan (Appendix # _____); before and after analyses are also included in the Credit Certification Report which is part of the WQT Application Packet. More information, including the specific credit generating practices to be installed, practice installation schedule, operating and maintenance plans, how trade ratios were derived, and how the credit amounts vary by year, is available in the attached Credit Certification Report (Appendix # _____).</p> <p>4.4 Per the WQT Contract (Agreement) signed by the Parties, the Contract (Agreement) will expire on the following date: _____.</p>	
	Total Number of Credits Generated
Interim TP Credits	
Long Term TP Credits	
Interim TSS Credits	
Long Term TSS Credits	

5. Credit Generating Practice Location Map, Existing Land uses, and Project Site History

- 5.1 The Buyer has worked with the Seller, or the Seller's agent, to identify location(s) where credits will be generated. These locations are identified in the map included in the Credit Certification Report which shows where credit generating practice(s) will be applied as well as the location of the permitted facility. The map also includes major drainage way(s) from the project.
- 5.2 The Buyer has worked with the Seller, or the Seller's agent, to describe existing land uses of the proposed credit generating practice installation location(s). Existing land uses are as follows:
- 5.3 The Buyer has worked with the Seller, or the Seller's agent, to describe the history of the project site(s), including descriptions of historical land uses below, including aerial photos supporting claims for cropping history, if available, included as Appendix # _____. Historical land uses are as follows:

6. Verification and Tracking of Credit Generating Practices

- 6.1 Verification of the credit generating practices will be performed by:

Verifier name:

Verifier address:

Individual point of contact:

This entity has the following qualifications to perform the duties of the Verifier:

- 6.2 Verification shall be conducted at least annually at an appropriate time of year based on the type of credit generating practice(s) that is/are installed. The parties agree to verification of the credit generating practice(s) during the following month(s):

- 6.3 Tracking the use of credits will be performed by WDNR.

7. Credit Terms and Conditions Agreed to by Parties in the WQT Contract (Agreement)

The following credit terms and conditions are found in the WQT Contract (Agreement), as signed by the Buyer (permittee) or Buyer's Agent and the Seller or Seller's Agent. This section describes the reporting requirements should the credit generating practice(s) fail; this information is required to be included in the WQT Plan per WDNR Guidance.

- 7.1 If Seller wishes to modify the type, timing, or location of credit generating practices outlined in the Credit Certification Report and/or the Water Quality Trading Plan *prior to* credit generating practice installation, the Seller will provide the Buyer with the information necessary to complete and submit an updated Credit Certification Report and/or Water Quality Trading Plan, as appropriate, to WDNR. Buyer (or Buyer's agent) will complete and submit an updated Credit Certification Report and/or Water Quality Trading Plan, as appropriate, to WDNR.
- 7.2 If Seller wishes to modify the type, timing, or location of credit generating practices outlined in the Water Quality Trading Plan, Credit Certification Report, and Management Practice Registration form *after* credit generating practice installation, Seller must provide the Buyer with the information necessary to complete and submit an updated Water Quality Trading Plan, Credit Certification Report, Management Practice Registration form, and Credit Generating Practice Installation Report to WDNR showing that the modifications will result in the quantity of TP and/or TSS credits agreed to in the Water Quality Trading Contract. The Buyer (or Buyer's agent) shall submit the necessary modified forms to WDNR. The Buyer shall also provide the updated Management Practice Registration form and Credit Generating Practice Installation report to the Verifier.
- 7.3 Deliberate removal or substantial alteration of a credit generating practice by Seller, Seller's agents, employees, or affiliates (other entities that conduct land, crop or livestock management activities on the property or premises where credit generating practices are installed) without written approval of Buyer or Buyer's agent and notification to the WDNR, shall constitute a material breach of this Contract by Seller, entitling Buyer to terminate this Contract and seek equitable relief along with any other appropriate relief.
- 7.4 Damage to a credit generating practice due to an action or event beyond the Seller's (or Seller's agents, employees or affiliates) control is not in and of itself considered a violation of this Contract. If such an event occurs, the Seller, Seller's agent or Verifier shall report the damage(s) to the permittee (Buyer) within _____ days of discovering the damage. The permittee is responsible for notification of non-compliance to WDNR. The Seller shall repair damaged credit generating practice(s), to the maximum extent practicable within _____ days of discovering the damage.
- 7.5 Credits from credit generating practices damaged due to an action or event beyond the Seller's (or Seller's agents, employees or affiliates) control will remain valid and effective for _____ days or until the credit generating practice has been repaired, suspended or cancelled, whichever comes sooner.
- 7.6 If damages due to an action or event beyond the Seller's (or Seller's agents, employees or affiliates) control cannot reasonably be repaired within _____ days, Seller shall notify Buyer or Buyer's agent. Verifier shall prepare and submit a Credit Suspension or Cancellation Notice to the Buyer who will submit it to WDNR.
- 7.7 Upon receipt of a Credit Suspension or Cancellation Notice, Buyer shall endeavor to replace suspended or cancelled credits within _____ days. If new credit generating practices are installed, the Buyer shall submit an updated Management Practice Registration form and Credit Generating Practice Installation Report to the Verifier and WDNR.
- 7.8 Damaged credit generating practices that are not repaired within _____ days of discovery shall constitute a material breach of this Contract by Seller, entitling Buyer to terminate this Contract and seek equitable relief along with any other appropriate relief.

7.9 Credit generating practices can be relocated if it is determined that the credit generating practice is located on or will otherwise damage a significant archeological or historical site.

7.10 Buyer shall not be responsible or liable for any personal injury or property damage caused by Verifier, Seller, or Seller's credit generating practices.

8. Signatures

I certify that to the best of my knowledge the content of the WQT Plan is accurate and correct.

Buyer Name (Printed): _____

Buyer Agent Name (if applicable): _____

Buyer/Buyer Agent Signature: _____

Date: _____