Fox P Trade Templates and Reporting Forms

A number of helpful templates were created as part of the Fox P Trade project to complement existing WDNR forms related to water quality trading. All of the documents included within this Appendix are also available at www.foxptrade.org.

Point to Nonpoint Trades

- Point to Nonpoint Trade Agreement/Water Quality Trading Contract Template
- Executive Summary of WQT Plan Template
- Point to Nonpoint WQT Plan Template
- Checklist for Evaluating Completeness of WQT Plan
- Template Buyer Discharge Description
- Credit Certification Report (CCR)
- Verification Services Agreement Template
- Operations & Maintenance Plan, with Performance Verification Plan Template
- Credit Suspension, Reinstatement or Cancellation Report
- Credit Generating Practices Verification Report
- Notice of Intent (WDNR Document)
- Management Practice Registration Form (WDNR Document)

Point to Point Trades

- Point Source to Point Source Water Quality Trading Contract Template
- Point Source to Point Source Water Quality Trading Checklist
- Point Source to Point Source Water Quality Trading Plan Template

POINT TO NONPOINT WATER QUALITY TRADING CONTRACT

1. Buyer/Permittee/Credit User Information	
Buyer (Permittee/ Credit User) Name:	Contact person name and telephone number:
Trade Agreement Number *(assigned by WDNR)*:	WPDES Permit Number, if applicable:
Buyer Address:	County: HUC12 code: Watershed name:
2. Seller/Credit Generator	
Seller (Credit Generator) Name:	Contact person name and telephone number:
Seller Address:	County: HUC12 code: Watershed name: Tax parcel(s) identification numbers where Credit Generating Practices will be installed:

Template

Recitals

A. Water quality trading (WQT) is an alternative compliance option for Wisconsin Pollutant Discharge Elimination System (WPDES) permit holders authorized by s. 283.84, Wis. Stats.
B. The Wisconsin Department of Natural Resources (WDNR) issued Water Quality Trading Guidance (Guidance) dated August 2013. This Guidance has been approved by the U.S. EPA and provides further details for trading partners to assure statutory requirements are achieved under a proposed trade.
C. This Contract certifies that certain activities are being used to meet the terms and requirements of WQT as set forth by s. 283.84, Wis. Stats.
D. Funds exchanged as part of this Water Quality Trading Contract (Contract) shall be used for the installation and maintenance of Credit Generating Practices that will reduce the loading of pollutants, as identified in Section 3, into the Lower Fox River and/or its tributaries.
E. This Contract arises from work of the Great Lakes Commission, acting as a broker, to test the process for WQT in watersheds subject to a Total Maximum Daily Load, through the "Fox P Trade" project funded by the Natural Resource Conservation Service during the years 2013-2016.
F. If the Buyer wishes to use credits for the purpose of compliance with its Wisconsin Pollutant Discharge Elimination System (WPDES) permit, then additional elements such as a WQT Plan and Checklist should be submitted by the Buyer to the Wisconsin Department of Natural Resources for review, approval, and incorporation into the WPDES permit.
G. For the purposes of this Contract, Buyer includes an agent acting on the Buyer's behalf as detailed in Paragraph 11.1 of this Contract. Conservation practices and best management practices are activities performed by the Seller to reduce pollutant loadings into nearby receiving waters, herein referred to as "Credit Generating Practices."
H. For the purposes of this Contract, "Annual Practices" are those Credit Generating Practices that are installed or otherwise occur on a year-to-year basis as part of a planned rotation.
I. The Seller is the owner of property where Credit Generating Practices are to be performed, unless modified by a notarized assignment of agency to a third party, which may include a lessee, consistent with Paragraph 11.1 of this Contract.
I. The approximate Credit Generating Practices installation dates and the date at which all credits become effective are found in the Credit Certification Report. The date at which all credits become effective is also identified in Section 6 of this Contract.
J. Under the terms of this Contract, credit stacking is permissible.[1] Buyer has purchased all of the TP and TSS credits generated pursuant to this Contract and has exclusive rights to the use of such credits.
K. For the purposes of this Contract, "day" means one calendar day and "year" means one calendar year unless specified otherwise.

This Contract establishes a binding agreement between *<insert legal name of the credit buyer>* ("Buyer") and *<insert legal name of the credit seller>* ("Seller") (collectively referred to herein as "Parties").

In consideration of the preceding recitals, and the consideration, obligations, covenants, and agreements set forth herein, the legal sufficiency of which the Parties hereby acknowledge, Buyer and Seller agree as follows:

[1] Credit stacking allows a single credit generating practice to produce more than one type of credit (e.g., TSS and TP).

Template

3. Sale of Pollutant Loading Credits ***<add details on TSS credits, as needed>***

3.1 Subject to the conditions set forth in this Contract, the Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller a total quantity of ____ Total Phosphorus (TP) Credits. Of this total, ____ credits will be used annually as compliance credits *<modify for a pre-compliance or stewardship trade>*. The remaining credits generated under this Contract shall be held in a Credit Reserve Pool. TP Credits consist of ____ interim credits and ____ long term credit. The Credit Certification Report addendum to this Contract provides additional details.

4. Purchase Price

The Buyer agrees to pay $_____ for a total of ____ **TP Credits**.

	Number of Credits Provided	**Avg. Purchase Price Per Credit**
Interim TP Credits		***$***
Long Term TP Credits		***$***

5. Payment Terms

5.1 Buyer shall deposit the amount specified in Section 4 directly into an account designated by Seller in accordance with the installment plan detailed below.

5.2 Buyer shall make an initial payment of no less than ten percent (10%) of the purchase price within ten (10) days of signing of this Contract by both parties. The remaining balance shall be paid in periodic installments, subsequent to annual verification of Credit Generating Practices, as follows:

For first time installation of credit generating practices, excluding Annual Practices, a payment of $_____ shall be provided to Seller not later than 30 days after Buyer's receipt of the Management Practice Registration form prepared by the Verifier in accordance with paragraph 6.6, below.

Remaining payments of $_____ shall occur in ___ installments paid not later than 30 days after Buyer's receipt of each *<insert month consistent with Paragraph 6.5>* Credit Verification Report prepared by the Verifier in *<insert calendar years>*, consistent with paragraph 6.7, below.

5.3 Should Buyer fail to make any payments consistent with paragraph 5.2 within fourteen (14) calendar days of the date such payment is due, then interest shall accrue at the rate of 5% per annum.

5.4 Failure of Buyer to pay Seller within thirty (30) days from the date payment is due shall be considered a material breach of this Contract, entitling Seller to terminate this Contract and seek equitable relief along with any other appropriate relief. At Seller's sole discretion, an opportunity to cure the late payment may be offered, in writing, to the delinquent Buyer.

6. Timing and Verification of Credit Generating Practices

6.1 As specified in the Credit Certification Report, Credit Generating Practices shall be installed during calendar years *<insert years>*.

6.2 As specified in the Credit Certification Report, and subject to the terms and conditions of this Contract, credits shall be available for use between *<insert dates>*.

6.3 Verification of the Credit Generating Practices will be performed by a third party Verifier that is selected by the Buyer. Performance will be measured by evaluating criteria set forth in the

Template

attached Operations & Maintenance, PLUS Performance Verification Plan. Buyer is responsible for ensuring that verification of Credit Generating Practices occurs; however, Seller shall notify the Verifier by telephone upon completion of initial installation/planting of Credit Generating Practices. Seller shall also notify the Verifier by telephone in the event a Credit Generating Practice fails or is otherwise damaged. Where credits are used for permit compliance, Buyer is responsible for submitting necessary documentation to WDNR.

6.4 The Verifier will perform on-site inspection(s) of Credit Generating Practices on credit generation sites and review appropriate records and documents. Verification may also include interviews with the land owner, manager, or operator. Seller shall assist with verification as detailed herein and within Paragraph 9.8, below.

6.5 Verification shall be conducted at least annually at an appropriate time of year based on the type of Credit Generating Practice(s) installed. The Parties agree to verification of the Credit Generating Practice(s) during the following month(s) *<Fox P Trade suggested timing is included as an example, below. Adjust as necessary.>*:

- *November and May of each year for Annual Practices (cover crops and no-till); and*
- *May of each year for conservation cover.*

6.6 The Verifier completes and submits a Management Practice Registration form to the Buyer within fourteen (14) days of the first time installation of Credit Generating Practices.

6.7 Buyer is responsible for ensuring that the Verifier complete and submit a Credit Verification Report to the Buyer within fourteen (14) calendar days of site visits specified in Section 6.3.

6.8 Terms and conditions governing the relationship between the Buyer and Verifier, and Verifier duties consistent with this Contract, are set forth in a separate Verification Services Agreement between the Buyer and <insert Verifier name>. Notices to the Verifier shall be directed to:

<insert contact information for the Verifier, including telephone, e-mail, and U.S. Mail addresses>

In the event the Buyer changes its Verifier, then notice shall be provided to the Seller identifying the new Verifier and providing necessary contact information within 14 days of the change.

7. Credit Terms and Conditions

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, then Seller must 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. Seller shall further demonstrate to the satisfaction of the Buyer that the modification is necessary and appropriate. Buyer's approved modifications to the CCR constitute a revision of this Contract and shall be retained with all documents relevant to this Contract and its construction.

7.2 If Seller wishes to modify the type, timing, or location of Credit Generating Practices outlined in the Credit Certification Report, *after* Credit Generating Practice installation, Seller must provide the Buyer with the information necessary to complete and submit an updated Credit Certification Report, and associated modified Water Quality Trading Plan, demonstrating to the WDNR that the modifications will result in the quantity of TP Credits agreed to in the Water Quality Trading Contract. Seller shall further demonstrate to the satisfaction of the Buyer that

Template

the modification is necessary and appropriate. Buyer's approved modifications to the CCR constitute a revision of this Contract and shall be retained with all documents relevant to this Contract and its construction.

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, including lessees) without advance written approval of Buyer and notification to the WDNR, shall constitute a material breach of this Contract by Seller, entitling Buyer to terminate this Contract and seek 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 the Verifier shall report the damage(s) to the Buyer within three (3) days of discovering the damage. The Buyer is responsible for notifying WDNR when damage(s) may affect permit compliance. The Seller shall repair damaged Credit Generating Practice(s), to the maximum extent practicable within thirty (30) days of Seller's knowledge of 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 ninety (90) days from the date of discovery or until the credits are reinstated, suspended or cancelled, whichever comes sooner. Credits may be reinstated pursuant to a Credit Suspension, Reinstatement, or Cancellation Report.

7.6 If damages to Credit Generating Practices due to an action or event beyond the Seller's (or Seller's agents, employees or affiliates) control cannot reasonably be repaired within thirty (30) days, Seller shall notify Buyer and Seller agrees to assist the Verifier, as necessary, to prepare and submit a Credit Suspension or Cancellation Notice. Such notice shall be provided to the Buyer.

7.7 The Credit Reserve Pool, as identified within the CCR, shall be used to compensate for any changes in credit generation due to damage to or underperformance of Credit Generating Practices for the year in which those reserve credits are available provided that such damage or underperformance is due to an action or event beyond the Seller's control. The Buyer may elect to rely on the Credit Reserve Pool at other times, at the Buyer's sole discretion.

7.8 Damaged Credit Generating Practices that cannot be replaced through the Credit Reserve Pool for that calendar year, or are otherwise not repaired or replaced within thirty (30) days of Seller's knowledge shall constitute a material breach of this Contract by Seller, entitling Buyer to appropriate relief.

7.9 Buyer shall not be responsible or liable for any personal injury or property damage caused by Verifier, Seller, or Seller's Credit Generating Practices.

7.10 Buyer shall be responsible for communicating all necessary information to the WDNR. Seller shall provide credentialed WDNR staff with access to property and records related to Credit Generating Practices during reasonable hours.

8. Contract Timing, Termination and Renewal

8.1 This Contract becomes effective upon signature by both Parties or their designated representative(s).

8.2 This Contract shall expire on ***<insert date>***.

Template

8.3 This Contract may be modified or amended by mutual agreement through a written document signed by Seller and Buyer, at any time prior to the contract expiration date agreed upon in Paragraph 8.2.

8.4 This Contract may be terminated in writing, by mutual agreement of the Parties, at any time prior to the contract expiration date agreed upon in Paragraph 8.2.

8.5 In the event the Seller fails to meet the Credit Terms and Conditions set forth in Section 7, above, then Buyer is entitled to termination of the Contract.

8.6 This Contract may be renewed upon mutual agreement by the Parties provided neither party is in default under this Contract as of the expiration date. Buyer or Buyer's agent must inform Seller, in writing, of intent to renew thirty (30) days before expiration of the current contract.

8.7 This Contract and the terms contained herein shall be binding and enforceable against the Parties, their successors, and assigns for as long as the Contract remains in effect. Additional terms regarding the transfer of property where Credit Generating Practices are installed are detailed in Paragraph 9.7, below.

8.8 If prior to the end of the term of this Contract, if Buyer or Seller become the subject of a petition in bankruptcy or any proceeding related to insolvency, receivership, liquidation or comparable proceeding or any assignment for the benefit of creditors, which is not dismissed within sixty (60) days, (the "Bankrupt") then the other party to this Agreement (the "Non-Bankrupt") shall have the right to terminate this Contract. In the event of Contract termination, the Non-Bankrupt shall be entitled to seek equitable relief along with other appropriate relief (e.g., status as a creditor in the bankruptcy proceeding for the monetary value of any unperformed Credit Generating Practices).

9. Seller Warranties: Seller hereby represents and warrants to Buyer, with such warranties applicable and in full force and effect throughout the entire Contract Term, that:

9.1 Seller has the authority to enter into this Contract and to carry out the transaction contemplated herein.

9.2 No known actions, proceedings or investigations are pending or threatened against Seller that would interfere with Seller's ability to enter into this Contract or carry out the transaction.

9.3 No damage nor condemnation with respect to the Seller's property or any part thereof has occurred that would interfere with Seller's ability to enter into this Contract or carry out the obligations herein and no such known condemnation is pending or threatened.

9.4 No uncured violations of any law, ordinance, order, or regulation of any governmental authority having jurisdiction over Seller's property exist that would impede the installation of Credit Generating Practices or completion of other obligations set forth in this Contract.

9.5 Seller has not entered into any other contract or agreement that would impede the installation of Credit Generating Practices or completion of other obligations set forth in this Contract.

9.6 Seller agrees to install and maintain Credit Generating Practices in exchange for payment as outlined in this Contract and as detailed in the supporting Credit Certification Report. For Credit Generating Practices installed in accordance with an applicable Natural Resource Conservation Service (NRCS) Practice Standard, Seller shall endeavor to maintain the Credit Generating Practices beyond the life of this contract consistent with the Practice Standard that was current at the time of installation. Seller understands that certain practices may be required to be maintained beyond the life of this Contract if required under separate state or local authority.

9.8 In the event of a sale or other transfer of property upon which Credit Generating Practices are installed, Seller shall assure that the sale includes provisions for continued compliance with this

Template

Contract by the successor. Notice shall be provided to the Buyer not less than 30 days in advance of any sale, with a copy provided to the proposed new owner. The Buyer may terminate this Contract in whole or in part in the event of a sale or other change in Seller identity. Seller agrees to assist the Verifier, as necessary, in preparing a Management Practice Registration Form upon initial installation of practices under this Contract, as well as periodic Credit Verification Reports, as outlined in Section 6 of this Contract. Such assistance includes physical access to property and records relevant to the verification. Seller's failure to provide access to property and records associated with Credit Generating Practices constitutes a breach of this Contract.

10. Dispute Resolution, Default, and Remedies

10.2 In the event that Seller and Buyer are unable to reconcile a dispute arising out of or related to this Contract, the Parties agree to preserve all rights to relief and defenses allowed under the laws of the state of Wisconsin and, as applicable, the laws of the United States.

10.3 For any court issued enforcement of any term or condition of the Contract, the prevailing party in any action brought for the purpose of enforcing such provisions shall be entitled to recover attorney fees, reasonable expenses, and other associated costs of such action from the non-prevailing party.

10.4 Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any other term or condition of this Contract.

10.5 The Parties agree that a cause of action for breach of any provision of this Contract shall not accrue until the non-breaching Party actually discovers the breach.

11. Representations. Buyer and Seller each make the following representations, as applicable:

11.1 Buyer and/or Seller may authorize an agent to represent Buyer or Seller on their behalf. Such agents must have notarized authorization to act on behalf of the Buyer or Seller. Such authorization shall be shared with the other party and retained with other records pertaining to this Contract's construction and implementation.

11.2 Buyer and Seller each warrant that the person signing this Contract on behalf of the Buyer and Seller is individually authorized and competent to enter into contracts and to bind each respective party to the terms hereof.

11.3 The Parties have read the Contract and agree to be bound by its terms.

11.4 If any party knowingly makes a false or incorrect representation, then such false or incorrect representation shall constitute a material breach of this Contract and the non-breaching party may terminate the contract or seek equitable relief along with any other appropriate relief.

12. Miscellaneous

12.1 *Governing Law.* This Contract shall be governed under, and construed pursuant to, the laws of the State of Wisconsin and, as applicable, under the laws of the United States. Each of the parties acknowledges that they have the right to obtain counsel, they have read this Contract and/or have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Contract and of its legal effect.

12.2 For the purposes of attaining compliance with applicable WPDES effluent limitations, the validity of credits intended for compliance is contingent upon WDNR approval of a WQT Plan.

Template

12.3 *Severability.* If any of the provisions contained in this Contract are held illegal, invalid or unenforceable, such provision(s) shall be deemed severable, and the remaining provisions of this Contract shall continue in full force and effect.

12.4 This Contract constitutes the entire agreement between the Parties and supersedes all prior written or oral communications.

12.5 Except where specifically provided otherwise in this Contract, whenever any notice, demand or request is required or provided for under this Contract, such notice, demand or request shall be made in writing by either email, postage prepaid, certified or registered mail.

12.6 This Contract may be executed in two or more counterparts, each of which is deemed original, but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature, including a PDF of such signature, will be deemed original and binding.

12.7 By executing this Contract, each party grants the other permission to disclose the price of pollution credits sold and purchased pursuant to this Contract.

Template

In lieu of the entire Contract, a copy of the following section of this Contract may be supplied independently to the Wisconsin DNR to certify that a WQT Contract exists and has been agreed to by the signatories.

13. Signatures, Notarization, and Certification	
Buyer Name (Printed):	Seller Name (Printed):
Buyer Agent Name (if applicable):	Seller Agent Name (if applicable):
HUC12 code: Watershed name: WPDES permit:	HUC 12 code: Watershed name: Tax Parcel(s):
Buyer/Buyer Agent Signature:	Seller/Seller Agent Signature:
Date:	Date:
The person listed above personally came before me this _____day of _____ 20___. I hereby certify that the above named person _____ is known to be the person who executed the foregoing Water Quality Trading Contract and acknowledge the same.	*The person listed above personally came before me this _____day of _____ 20___. I hereby certify that the above named person _____ is known to be the person who executed the foregoing Water Quality Trading Contract and acknowledge the same.*
Notary Public _____ County, Wisconsin	Notary Public _____ County, Wisconsin
Signature of Notary Public:	Signature of Notary Public:
Seal of Notary Public	Seal of Notary Public
My commission expires: _____.	My commission expires: _____.

Template

Executive Summary

Proposed Water Quality Trading Plan Between

<Insert Names of Trading Partners>

Template

Trading Partners

<Insert paragraphs describing the Buyer. Include general details regarding the legal entity proposing to purchase credits, discharge description, and need for WQT as a compliance tool.>

<Generally describe the Seller, including the location of the agricultural operation and potential environmental benefits arising from implementation of the Conservation Scenario. This description should also acknowledge compliance with NR 151 and other applicable requirements for nonpoint sources in the watershed.>

A Water Quality Trading Contract was entered between the *<insert trading partner names and effective date of the WQT Contract>*. The contract governs the purchase terms through the expiration date of the contract, *<insert Contract expiration date>*.

This document summarizes the trade, as fully-described in the Water Quality Trading Plan (the Plan) and its appendices, including the Credit Certification Report (CCR).

Goals

Over a ___-year period, this water quality trade will result in the reduction of ____ pounds of phosphorus that would have otherwise been released by *<insert Seller name>*. to the *<insert receiving water name>* absent the implementation of the Credit Generating Practices purchased by *<insert Buyer name>*. Once trade ratios are applied in accordance with the Wisconsin Department of Natural Resources' Guidance for Implementing Water Quality Trading in WPDES Permits (Guidance No. 3800-2013-04, dated August 21, 2003), *<insert Seller name>* produces ____ total phosphorus credits (____ interim / ____ long term) for use by *<insert Buyer name>* as a consequence of this trade. The trade ratio assures that ____ pounds of phosphorus are retained on the land as a net water quality benefit associated with this trade. In addition, a Credit Reserve Pool will serve as a margin of safety and be available for the Buyer's use in the event any Credit Generating Practice underperforms or fails. (See tab "Credits by Year" of the Credit Certification (Appendix ___ of the Plan))

Overview of Credit Generating Practices

The Water Quality Trading Plan and Credit Certification Report (Appendix ___ of the Plan) detail distinct Credit Generating Practices to be implemented by *<insert Seller name>* in accordance with the Contract terms. *<Insert descriptions of each Credit Generating Practice, including the*

applicable NRCS Practice Standard to be used, location and extent on the farm, timing of installation/rotation, and number of credits generated by each practice.>

<Include, as appropriate:> Credit Generating Practices are in addition to conservation-minded adjustments to the farm's existing Nutrient Management Plan (Appendix ___ of the Plan). The following tables present the differences between the original scenario and the conservation plan. *<The Fox P Trade project team recommends using tables to illustrate modifications to nutrient management. The team further suggests that, for manure applications in particular, any noted reductions should be balanced by identifying where remaining manure volumes would be land applied to assure reductions in one location do not result in excess applications elsewhere on the farm.>*

<Insert Field Name>

	Seeding		Manure Application	
Year	Original	Conservation	Original	Conservation

Trade Ratios

Trade ratios used to calculate credits equal *<insert WDNR-approved ratios for each Credit Generating Practice proposed and explain any additional adjustments>*.

Credits Generated

The table below reflects the credits generated for each year of the Plan. Note that the lowest year for credit generation serves to set the credits available for every year to create consistent availability. Excess credits are also available to the Buyer as a "Credit Reserve Pool" for the year in which they are generated in the event a practice fails or underperforms.

<Modify table as needed to accommodate all Plan years and populate with data from the CCR>

Template

	Year 1	Year 2	Year 3	Year 4	Year 4	Total
Interim TP Credits						
Long Term TP Credits						
Total						
Minimum yearly value						
Credit Reserve Pool						

Timeline for Credit Availability & Verification

Credits initially become available on *<insert date, the Fox P Trade project team recommends November 1, ____>*, only after installations during *<insert general timeframe for installation, e.g., Spring 2017>* are verified. Annual availability of credits would then occur on *<insert date, here again, the Fox P Trade project team recommends November 1>* of each successive contract year. For annual practices, verification will take place in the fall (*<insert month>*) after the seasonal window for seeding has closed and again in the spring (*<insert month>*) to evaluate conditions after snowmelt. Permanent practices will be verified in *<insert month>* of each year. Criteria and methods for measuring progress are set forth in a detailed Operations & Maintenance, Plus Performance Verification Plan to be relied on by both the Seller and Verifier. (Appendix ___ of the Plan).

Credit Generating Practices are to be verified by *<insert Verifier name/organization and further identify any assistance anticipated from a broker>*. The Verifier will complete forms and prepare other records to document the validity of the Credit Generating Practices implemented by *<insert Seller name>*. The Verifier will also assist the Parties (*<insert trading partner names>*) in the event a Credit Generating Practices underperforms or fails. The terms of *<insert Verifier name>*'s verification services to the Buyer are set forth in a Verification Services Agreement included as Appendix ___ of the Plan.

Planning for the Future

<To the extent available, provide a brief description of the Buyer's longer-term plans with respect to Water Quality Trading.>

Template

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 *(assigned by WDNR)*:	WPDES Permit Number: Facility site number(s):
Permittee address: Project contact address (*if different from above*):	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)

Template

Note: Highlighted references to Appendices are recommended tools for organizing required information. Specific trades may warrant different numbering or content.

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

4. Credits needed to achieve WQBELS, Credits Sold/Purchased, and Agreement Length

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.).

<Insert discussion of the need for credits and sufficiency of the amount purchased.>

Additional details on the Buyer's current discharge and future credit needs are provided in Appendix #1.

4.2 Subject to the conditions set forth in the WQT Contract, the Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller ____ TP credits over the life of the contract (see table at Paragraph 4.7, below). Of the TP credits, ____ are interim credits and ____ are long term credits. The Credit Certification Report (Appendix #2) details Credit Generating Practice installation timing and locations as well as the number of credits generated by each Credit Generating Practice. (Note that credits reflected herein are from Appendix #2 and have been truncated at the decimal point to create the table at Paragraph 4.7, below.)

4.3 TP credits were calculated using version _____ of the SNAP Plus model as indicated in the WQT Checklist. Outputs from the SNAP Plus model demonstrating before and after analyses are included in the Credit Certification Report (Appendix #2).

4.4 Trade ratios used to calculate credits are *<insert ratios, by practice>*. For all practices, delivery, downstream, equivalency, and habitat adjustment factors equal zero *<Modify the preceding sentence, as necessary. Include a detailed & trade-specific rationale for each factor, including uncertainty>*.

4.5 Per the WQT Contract signed by the Parties, the contract will expire on the following date:*<insert contract expiration date>*.

4.6 The Buyer certifies that an updated P Trade report from SNAP Plus will be included in the annual reports as required by the WPDES permit.

4.7 The table below presents the number of credits generated in each year, and the total number of interim and long term credits per year over the term of the WQT Contract. Year ___ establishes the number of credits consistently available throughout the __-year contract life (____ credits). Additional credits generated in addition to the first ____ constitute a Credit Reserve Pool available in the event a Credit Generating Practice fails or does not otherwise meet verification criteria.

Template

Add years, as needed	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Interim TP Credits						
Long Term TP Credits						
Total						
Minimum yearly credits						
Credit Reserve Pool						

Credits are from the Credit Certification Report (Appendix #2, Credit by year tab) and have been truncated at the decimal point.

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 (Appendix #2) which shows where Credit Generating Practice(s) will be installed or applied, as well as the location of the permitted facilities. The map also includes major drainage way(s).

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, including crop rotations relied upon for modeling in SnapPlus and contained within the Credit Certification Report (Appendix #2), support *<insert land use percentages, in most instances this will be "100% agricultural">* use of the lands where practices are proposed to be installed.

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. Aerial photos supporting cropping history, along with available Farm Service Agency documentation, are included as Appendix #3. Historical land uses are as follows: *<insert land use percentages, in most instances this will be "100% agricultural">*.

5.4 There are no concentrated flow channels on the farm. A certification from the County Land and Water Conservation Office is attached as Appendix #4.

5.5 The approved Nutrient Management Plan is included as Appendix #5.

5.6 Information on source and test method for soil phosphorus is included as required. Appendix #6 includes current laboratory reports from the soil testing company *<include the following only if lab reports do not identify test methods>* and additional materials identifying the testing methods relied upon by the Department of Agriculture, Trade, and Consumer Protection certified laboratory, *<insert laboratory name(s)>*. Additional soil test results are available in the SnapPlus database and as model runs (Appendix #7). An assurance of SnapPlus data is provided in Appendix #8. *<Note: To support reliance on date within SnapPlus, consider a certification from the agronomist or other professional supporting the validity of SnapPlus data for the Seller's farm.>*

Template

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 of practice inspector and credentials:

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

<Insert brief descriptions of the Verifier's relationship to the Parties, proposed practices, and/or geography.>

6.2 The verification inspector's agreement to perform the work identified is attached as Appendix #9.

6.3 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): *<insert months when verification will occur>*.

6.4 An inspection schedule for each field and each practice which details necessary observations, criteria for evaluating adequacy of performance, and methods for measuring the criteria during an inspection is set forth in the Operations & Maintenance, Plus Performance Verification Plan attached as Appendix #10.

6.5 A Management Practice Registration Form 3400 – 207 will be submitted to the Wisconsin DNR when practices are first installed.

6.6 The Buyer certifies that it will make a monthly certification that practices are installed, established, and properly maintained as a part of the Buyer's Discharge Monitoring Report (DMR). Copies of these monthly certifications will be included with the annual report required by the WPDES permit.

6.7 Tracking the use of credits will be included as part of the Buyer's annual report required by the WPDES permit.

6.8 Buyer and Seller certify that the Wisconsin DNR is authorized to inspect management practices at-will.

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, as signed by the Buyer (permittee) or Buyer's Agent and the Seller or Seller's Agent. The signature page of the WQT Contract is contained within Appendix #11. 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, then Seller must provide the Buyer with the information necessary to complete and submit an updated Credit Certification Report and/or Water Quality Trading Plan,

Template

as appropriate, to WDNR. Seller shall further demonstrate to the satisfaction of the Buyer that the modification is necessary and appropriate. Buyer's approved modifications to the CCR constitute a revision of this Contract and shall be retained with all documents relevant to this Contract and its construction.

7.2 If Seller wishes to modify the type, timing, or location of Credit Generating Practices outlined in the Credit Certification Report, *after* Credit Generating Practice installation, Seller must provide the Buyer with the information necessary to complete and submit an updated Credit Certification Report, and associated modified Water Quality Trading Plan, demonstrating to the WDNR that the modifications will result in the quantity of TP Credits agreed to in the Water Quality Trading Contract. Seller shall further demonstrate to the satisfaction of the Buyer that the modification is necessary and appropriate. Buyer's approved modifications to the CCR constitute a revision of this Contract and shall be retained with all documents relevant to this Contract and its construction.

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, including lessees) without advance written approval of Buyer and notification to the WDNR, shall constitute a material breach of this Contract by Seller, entitling Buyer to terminate this Contract and seek 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 the Verifier shall report the damage(s) to the Buyer within three (3) days of discovering the damage. The Buyer is responsible for notifying WDNR when damage(s) may affect permit compliance. The Seller shall repair damaged Credit Generating Practice(s), to the maximum extent practicable within thirty (30) days of Seller's knowledge of 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 ninety (90) days from the date of discovery or until the credits are reinstated, suspended or cancelled, whichever comes sooner. Credits may be reinstated pursuant to a Credit Suspension, Reinstatement, or Cancellation Report.

7.6 If damages to Credit Generating Practices due to an action or event beyond the Seller's (or Seller's agents, employees or affiliates) control cannot reasonably be repaired within thirty (30) days, Seller shall notify Buyer and Seller agrees to assist the Verifier, as necessary, to prepare and submit a Credit Suspension or Cancellation Notice. Such notice shall be provided to the Buyer.

7.7 The Credit Reserve Pool, as identified within the CCR, shall be used to compensate for any changes in credit generation due to damage to or underperformance of Credit Generating Practices for the year in which those reserve credits are available provided that such damage or underperformance is due to an action or event beyond the Seller's control. The Buyer may elect to rely on the Credit Reserve Pool at other times, at the Buyer's sole discretion.

Template

7.8 Damaged Credit Generating Practices that cannot be replaced through the Credit Reserve Pool for that calendar year, or are otherwise not repaired or replaced within thirty (30) days of Seller's knowledge shall constitute a material breach of this Contract by Seller, entitling Buyer to appropriate relief.

7.9 Buyer shall not be responsible or liable for any personal injury or property damage caused by Verifier, Seller, or Seller's Credit Generating Practices.

7.10 Buyer shall be responsible for communicating all necessary information to the WDNR. Seller shall provide credentialed WDNR staff with access to property and records related to Credit Generating Practices during reasonable hours.

8. Signatures

I certify that to the best of my knowledge the content of the Water Quality Trading Plan is accurate and correct. I further certify that I or my designee will notify the Wisconsin DNR within 5 working days of any change to this Water Quality Trading Plan.

Buyer Name (Printed):

Buyer Signature: _____

Date: _____

Template

FOX P TRADE

Adapting and Applying Water Quality Trading in the Lower Fox River Watershed

Checklist for Determining Completeness of a Water Quality Trading Plan

Required Item	Comments
General Information	
Applicant Information • Permittee name • Facility address • Facility site number • Contact name and address	
Discharge Information • WPDES Permit number • Address/Location • Receiving water name HUC 12	
Credit Generator General Information • Type (e.g., agricultural NPS, permitted MS4, CAFO) • Name and address (optional) HUC 12	
Credit Broker/Facilitator/Exchange Information • Name Contact information	
Parameter(s) being traded	

Water Quality Trade Background	
Purpose of Trade Explain the reasons for the trade and the number of credits required. Include effluent limitations that drive the need for credits and the effective date(s) of the limits. Identify all methods other than credits that will be used to meet the limits (e.g., treatment system upgrade and source reduction). Explain how effluent variability will be addressed. Indicate whether more credits are provided than necessary to address the potential failures of a management practice.	
Description and Location of Sites where Credits Will be Generated	
Location(s) Where Credits will be Generated • Provide the location of each site or field (tax parcel is acceptable, identifying a farm is optional); • Describe or provide a map showing the proximity of the sites/fields to the applicant and applicant's receiving water. Note whether the location of any site or field is downstream from the applicant's discharge. • Include a map or aerial photo of each site or field where management practices will be applied. Include major drainage ways, overlays of HUC 12 sub-watershed boundaries, site or field outlines, nearest waterway, direction of flow from site or field to waterway and proximity to applicant and applicant's receiving water.	
Provide a description of existing land uses.	

Methods for Reducing Nonpoint Source Loadings	
Methods Used to Generate Load Reductions • Describe methods/management practices used at each field or site to reduce loadings to surface waters of the traded parameter. • Provide the design life of each practice • A management practice description should include the NRCS Standard and all selections made when the Standard allows more than one option. Examples include the width of a filter strip and the identification plant species used for conservation cover should be included in the description.	
History of Project Site(s) Provide a minimum of three years of cropping history for each field used to generate credits.	
Identify the model(s) used to derive load reductions of the traded parameter.	
Credit Threshold and Method for Derivation Describe how the credit threshold was obtained or derived. Credit thresholds may be farm-based, watershed-based or provided in the TMDL report for the watershed in which the credit user is located.	
Provide an Operation and Maintenance Plan for each Management Practice	
Derivation of WQT Credits	
Explain the derivation of trade ratios used to determine credits (by year) for each field or site	
Provide the amount of interim and long-term credits generated for each site field or site	

Trade Timeline	
Timing of Trade Agreement, Management Practice Installation and Credit Generation Provide the dates for each trade agreement and management practice installation, approximate dates for the establishment of practices (i.e., when credits become available), and termination of practices.	
Provide the duration of each trade agreement.	
Inspections and Reporting	
Tracking Procedures Explain how follow-through with the WQT will be tracked. For example, how will installation of management practices with a design lives less than 5 years be tracked. How will credit use by the permittee throughout the year be tracked?	
Provide an Inspection Schedule of Installed Practices • The WPDES permit will require the permittee or permittee's agent, a third party, to inspect each nonpoint source management practice that generates pollutant reduction credits at least once a year to confirm the implementation of the management practice and their appropriate operation and adequate maintenance. • Note that some management practices may require more than one inspection during the crop year. For example, inspections verifying the time by which a practice is established and immediately following storm events may be necessary.	
Identify and provide the qualifications of the person (s) who will inspect load reduction practices	

Management Practice Registration Forms WQT plan should specify that a Water Quality Trading Management Practice Registration (Form 3400-207) will be completed and submitted to the Wisconsin Department of Natural Resources (Department) for each site or field following installation and establishment of a management practice. If practices are established prior to trading plan submittal, registration forms may be submitted with the trading plan.	
Annual WQT Report Submittal When using water quality trading to demonstrate compliance with WQBELs, the WPDES permit will require the permittee to report by January 31st each year the following information: • The number of pollutant reduction credits (lbs/month) used each month of the previous year to demonstrate compliance; • The source of each month's pollutant reduction credits by identifying the approved water quality trading plan that details the source; • A summary of the annual inspection of each nonpoint source management practice that generated any of the pollutant reduction credits used during the previous year; • Identification of noncompliance or failure to implement any terms or conditions of the WPDES permit with respect to water quality trading that have not been reported in discharge monitoring reports; and • An updated WQT plan if management practices or fields have or will change.	

Monthly Certification of Management Practices The WDES permit will require management practices to be operated and maintained in a manner consistent with the approved WQT plan and will require the permittee to make the following certification each month: I certify that management practices identified in the approved water quality trading plan as the source of pollutant reduction credits are installed, established and properly maintained.	
Notification of Failure to Generate Credits WPDES permit language requires the permittee to notify the Department by telephone within 24 hours or the next business day of becoming aware that credits used or intended for use by the permittee are not being implemented or generated as defined in the approved trading plan. A written notification shall be submitted within 5 days regarding the status of the permittee's credits.	
Notification of Changes to Trade Agreement WPDES permit language requires the permittee to provide the Department written notice within 7 days of the trade agreement upon which the approved water quality trading plan is based being amended, modified, or revoked. This notification shall include the details of any amendment or modification in addition to the justification for the changes.	
Conditions under which Management Practices May Be Inspected	
Certification	
Verification of Trade Agreement Submit copy of trade agreement or provide certification that an agreement is in place.	
Certification that that content of the WQT Plan is accurate and correct.	

Signature of WQT plan by permittee/credit user or authorized representative with date	
Other Items	

This template must be completed and submitted to WDNR as an Appendix to the WQT Plan. This document communicated to WDNR how Water Quality Trading will affect compliance with the buyer's WPDES discharge permit. Information should be provided on all facilities under control of the buyer.

_____ ("the buyer") current WPDES discharge permit, No. WI-_____ contains a schedule of compliance for water quality based effluent limitations for total phosphorus (TP effluent limitations) of _____pounds per day (lbs/day) expressed as a six-month average and _____lbs/day expressed as a monthly average.

The effective date for the TP effluent limitations is _____. To meet TP effluent limitations, the buyer will use a combination of wastewater treatment system optimization and modification, and water quality trading (WQT) credits. Treatment system modifications will include _____.

Describe the practices in place for treatment for each facility:

The buyer's wastewater treatment facility is designed for an average daily flow of _____ million gallons per day (MGD). The buyer provides preliminary and primary treatment with _____, secondary treatment with _____, and final treatment with _____. [Please describe any other seasonal or interim treatment practices here] [Replicate this paragraph if necessary for other facilities under control of the buyer].

The following table provides a data summary on combined effluent data for all facilities under the buyer's control over the past 5 years.

Buyer Facility Total Phosphorus (TP) Discharge Data Summary

Parameter	[Year]	[Year]	[Year]	[Year]	[Year]
Annual Average Effluent Flow (MGD)					
Annual Average TP (mg/L)					
Annual Average TP (lbs/day)					
January through June Peak 6-Month Avg. TP (lbs/day)					
June through December Peak 6-Month Avg. TP (lbs/day)					
Peak Monthly Avg. TP (lbs/day)					

Based on the information provided by the above table, complying with the 6-month average TP effluent limitation of _____ lbs/day will require greater reductions of TP discharges than the monthly average effluent limitation of _____ lbs/day. Using data from the above table, compliance with the 6-month average TP effluent limitation would require the following reductions in the combined TP discharge.

Reductions Necessary to Meet a 6-month Average Effluent Limitation of _____ lbs/day for Total Phosphorus (TP)

Year	Required TP Discharge Reductions (lbs/yr)
2011	_____
2012	_____
2013	_____
2014	_____
2015	_____

Following optimization and modification of the treatment system, the buyer anticipates that:

- The annual average combined TP discharge will equal ____ lbs/day at ____ mg/L;
- The frequency and magnitude of peak TP discharges, when compared to the long-term average discharge, will be reduced by _____ percent;
- No WQT credits will be required to meet the monthly average TP effluent limit of ____ lbs/day [This bullet should be eliminated if credits will be needed to meet the monthly average effluent limitations]; and
- Consistently complying with the 6-month average TP effluent limit of 26.5 lbs/day will required ____ lbs/yr of WQT credits.

The number of WQT credits generated by trades addressed in this WQT plan equals _____ lbs/day, which provides a margin of safety of _____ percent which addresses potential failures of a management practice. The margin of safety is equal to the number of credits generated in particular year of a conservation plan minus the number of credits generated in the year of the conservation plan which generates the least credits. The margin of safety provides risk management for the buyer and the seller.

Adapting and Applying Water Quality
Trading in the Lower Fox River Watershed

The main purpose of the Credit Certification Report is to memorialize a Seller's obligation to produce credits and document for the Wisconsin DNR how, where, and when those credits are being generated. This template contains all the necessary elements to and was developed in consultation with Wisconsin DNR. Completing a Credit Certification Report is part of the recommended WQT Steps for Sellers. Prior to completing the Credit Certification Report, Sellers should consider conservation scenario options (Step 1) and Calculate load reduction and credit potential (Step 2). The Credit Certification Report is part of Step 3: Select a conservation scenario. To complete the trade, Sellers should then Sign a contract to sell credits (Step 4) and then Install practices, verify, and receive payments (Step 5).

The Credit Certification Report has the following components: Credit Breakout, Credit summary by year, Location Maps, the Snap Plus P Trade Reports, and Credit Calculations. This template also includes a Credit Breakout Example and a Credit Calculations Example.

Credit Certification Report: Table 1 Credit Breakout - Example -

Credit Generator ID: Tax Parcel Number(s):				Address:	Downstream of buyer? :	HUC -12 and Watershed Name:	
Field Name / Number, Tax parcel number(s)	**Acres**	**Crop and tillage information, CP Name with NRCS Standard**	**Year 1 (2017)**	**Year 2 (2018)**	**Year 3 (2019)**	**Year 4 (2020)**	**Year 5 (2021)**
Field 1	5	**Crop rotation**	A-[Rwf-Cs30]-Csl-Csl-Csl-OPfAs-A				
		Current crops	Corn silage	Corn silage	Corn silage	Oat-Pea Forage w/ Alfalfa Seeding Spring	Alfalfa
		Conservation crops	Corn silage to small grain cover crop	Corn silage to small grain cover crop	Corn silage to small grain cover crop	Oat-Pea Forage w/ Alfalfa/Grass Seeding Spring	Alfalfa/Grass
		Current tillage	Fall Chisel, disked	Fall Chisel, disked	Fall Chisel, no disk	Fall Chisel, no disk	None
		Conservation tillage	Spring Cultivation, cover crop no till	Spring Cultivation, cover crop no till	Spring Cultivation, cover crop no till	Spring Cultivation	None
		No Till / Residue Management - 329	x	x	x		
		Cover Crop - 340	x	x	x		
		Nutrient Management - 590	x		x	x	x
		P Trade Report	*Outputs of the SnapPlus P Trade Reports*				
		Current pounds	4	2	5	8	9
		Conservation pounds	3	2	1	4	2
		Difference	1.00	0.00	4.00	4.00	7.00
		Uncertainty Factor	2.0	2.0	2.0	2.0	2.0
		Delivery Factor					
		Downstream Factor					
		Equivalency Factor					
		Habitat Adj. Factor					
		Trade Ratio	2.0	2.0	2.0	2.0	2.0
		Credits	*0.50*	*0.00*	*2.00*	*2.00*	*3.50*

Insert information from SnapPlus Narrative and Crop Report

Practices for the selected conservation scenario

Insert numbers from the SnapPlus P Trade Reports

Baseline lbs - Improved lbs
Based on CP

Variable for each practice. See table 4 in WDNR Guidance for Implementing WQT in WPDES Permits

Trade Ratio = UF+DeF+DoF+EF-HAF
Difference divided by Trade Ratio

Prepared by:

Date

Credit Certification Report: Table 1 Credit Breakout - Example -

Quantification Method: SnapPlus v. 15.1			Name of Broker/Facilitator:		
Traded Pollutant:	Season Legend: Fall (F): Sept – Nov, Winter (W): Dec – Feb Spring (Sp): March – May, Summer (Sm): June – Aug				
Maps and Operation & Maintenance Plan	**Life of Practice**	**Month / Season Installed**	**Credit Verification Date (date that practices are inspected)**	**Credit Effective Date (date credits are purchased and used by buyer for compliance)**	**Credit Expiration Date**
Location Map tab and O&M Plus (Appendix 8 of Water Quality Plan)	1 year	Spring	May	November 1st of the crop year	October 31st of the crop year
Location Map tab and O&M Plus (Appendix 8 of Water Quality Plan)	1 year	Fall	November	November 1st of the crop year	October 31st of the crop year
Location Map tab and O&M Plus (Appendix 8 of Water Quality Plan)	1 year	Fall & Spring	November & May	November 1st of the crop year	October 31st of the crop year

Make sure to include the software version

Prepared by: Date

Credit Certification Report: Table 1 Credit Breakout - Example -

Field 2	**Crop rotation**	Csl-Sg7-OPfAs-A-A-A-[F-Csl]				
	Current crops	Corn Silage	Alfalfa	Alfalfa	Alfalfa	Alfalfa (1st cut) to Corn silage
	Conservation crops	Corn Silage	Alfalfa/Grass	Alfalfa/Grass	Alfalfa/Grass	Alfalfa (1st cut) to Corn silage
3.0	**Current tillage**	Spring Cultivation	None	None	None	Spring Chisel, disked
	Conservation tillage	No Till	None	None	None	Spring Chisel, disked
	Nutrient Management - 590	x	x	x	x	x
	No Till / Residue Management - 329	x				x

	P Trade Report	*Outputs of the SnapPlus P Trade Reports*				
	Current pounds	3	5	6	1	3
	Conservation pounds	2	3	3	1	1
Baseline lbs - Improved lbs	**Difference**	1.00	2.00	3.00	0.00	2.00
Based on CP	**Uncertainty Factor**	2.0	2.0	2.0	2.0	2.0
	Delivery Factor					
	Downstream Factor					
	Equivalency Factor					
	Habitat Adj. Factor					
Trade Ratio = UF+DeF+DoF+EF-HAF	**Trade Ratio**	2.0	2.0	2.0	2.0	2.0
Difference divided by Trade Ratio	**Credits**	*0.50*	*1.00*	*1.50*	*0.00*	*1.00*

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Date

Credit Certification Report: Table 1 Credit Breakout - Example -

Location Map tab and O&M Plus (Appendix 8 of Water Quality Plan)	1 year	Spring	May	November 1st of the crop year	October 31st of the crop year
Location Map tab and O&M Plus (Appendix 8 of Water Quality Plan)	1 year	Fall & Spring	November & May	November 1st of the crop year	October 31st of the crop year

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Date

Credit Certification Report: Table 1 Credit Breakout

Credit Generator ID: Tax Parcel Number(s):				Address:	Downstream of buyer? :	HUC -12 and Watershed Name:	
Field Name / Number, Tax parcel number(s)	**Acres**	**Crop and tillage information, CP Name with NRCS Standard**	**Year 1 (-)**	**Year 2 (-)**	**Year 3 (-)**	**Year 4 (-)**	**Year 5 (-)**
		Crop rotation					
		Current crops					
		Conservation crops					
		Current tillage					
		Conservation tillage					
		P Trade Report	*Outputs of the SnapPlus P Trade Reports*				
		Current pounds					
		Conservation pounds					
Baseline lbs - Improved lbs		**Difference**					
Based on CP		**Uncertainty Factor**					
		Delivery Factor					
		Downstream Factor					
		Equivalency Factor					
		Habitat Adj. Factor					
Trade Ratio = UF+DeF+DoF+EF-HAF		**Trade Ratio**					
Difference divided by Trade Ratio		**Credits**					

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Date

Credit Certification Report: Table 1 Credit Breakout

Quantification Method: SnapPlus v. 15.1			Name of Broker/Facilitator:		
Traded Pollutant:		Season Legend: Fall (F): Sept – Nov, Winter (W): Dec – Feb Spring (Sp): March – May, Summer (Sm): June – Aug			
Maps and Operation & Maintenance Plan	**Life of Practice**	**Month / Season Installed**	**Credit Verification Date (date that practices are inspected)**	**Credit Effective Date (date credits are purchased and used by buyer for compliance)**	**Credit Expiration Date**

Prepared by: Date

Credit Certification Report: Table 1 Credit Breakout

	Crop rotation					
	Current crops					
	Conservation crops					
	Current tillage					
	Conservation tillage					

	P Trade Report	*Outputs of the SnapPlus P Trade Reports*				
	Current pounds					
	Conservation pounds					
Baseline lbs - Improved lbs	**Difference**					
Based on CP	**Uncertainty Factor**					
	Delivery Factor					
	Downstream Factor					
	Equivalency Factor					
	Habitat Adj. Factor					
Trade Ratio = UF+DeF+DoF+EF-HAF	**Trade Ratio**					
Difference divided by Trade Ratio	**Credits**					

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Credit Certification Report: Table 1 Credit Breakout

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Credit Certification Report:
Table 2 - Credit Summary by Year

		A. Interim Credits				
Field	**Acres**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Total Credits Generated		**0**	**0**	**0**	**0**	**0**
Minimum yearly value		0	0	0	0	0
Credit Reserve Pool		0	0	0	0	0

B. Long Term Credits				
Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
0	**0**	**0**	**0**	**0**
0	0	0	0	0
0	0	0	0	0

C. Summary Table						
Year	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Total**
Interim TP Credits	0	0	0	0	0	**0**
Long Term TP Credits	0	0	0	0	0	**0**
Total	**0**	**0**	**0**	**0**	**0**	**0**
Minimum Yearly Value	0	0	0	0	0	**0**
Credit Reserve Pool	0	0	0	0	0	**0**

Credits reflected in these tables have been truncated at the decimal point

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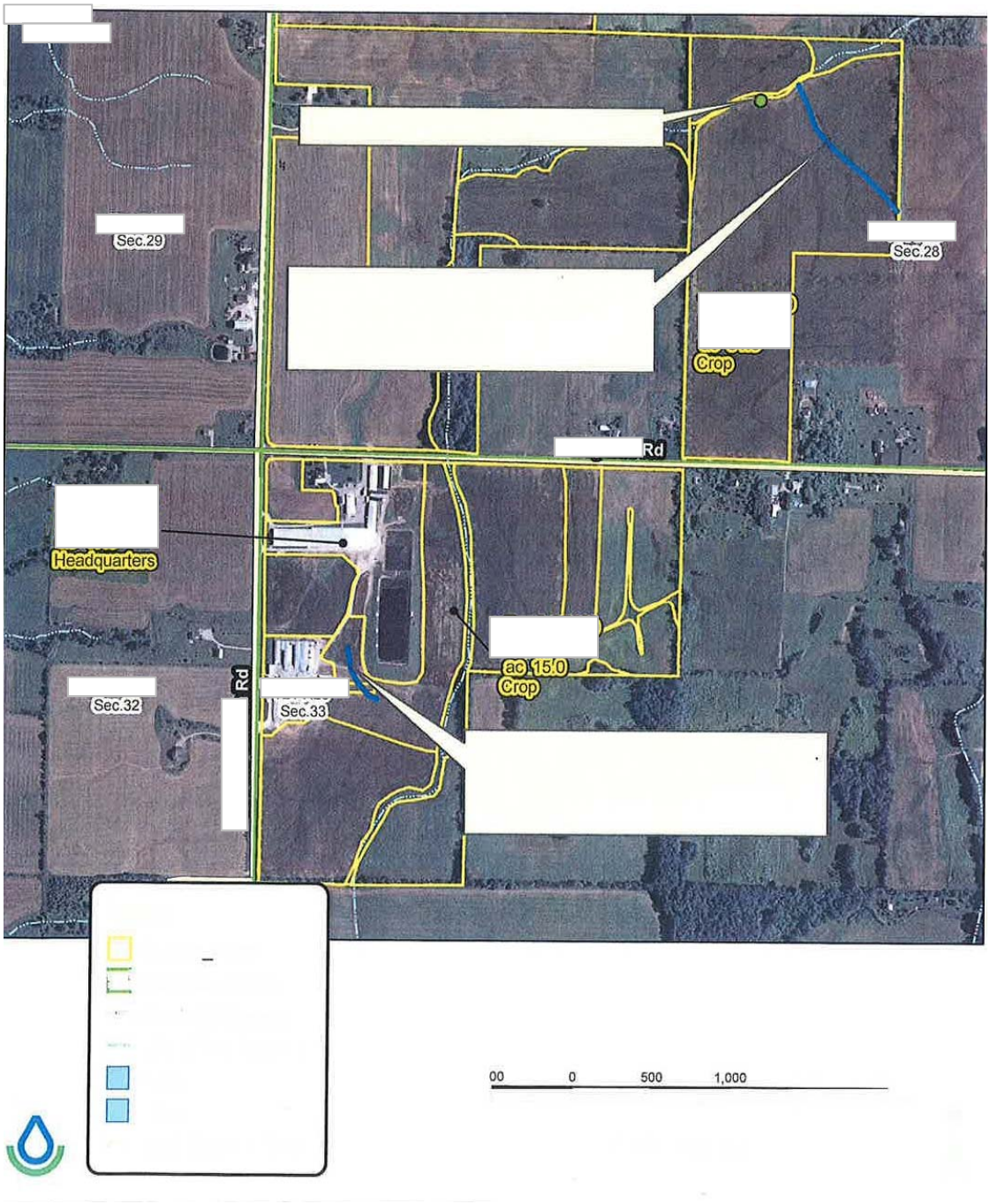
Credit Generating Practices Map 1 (example)



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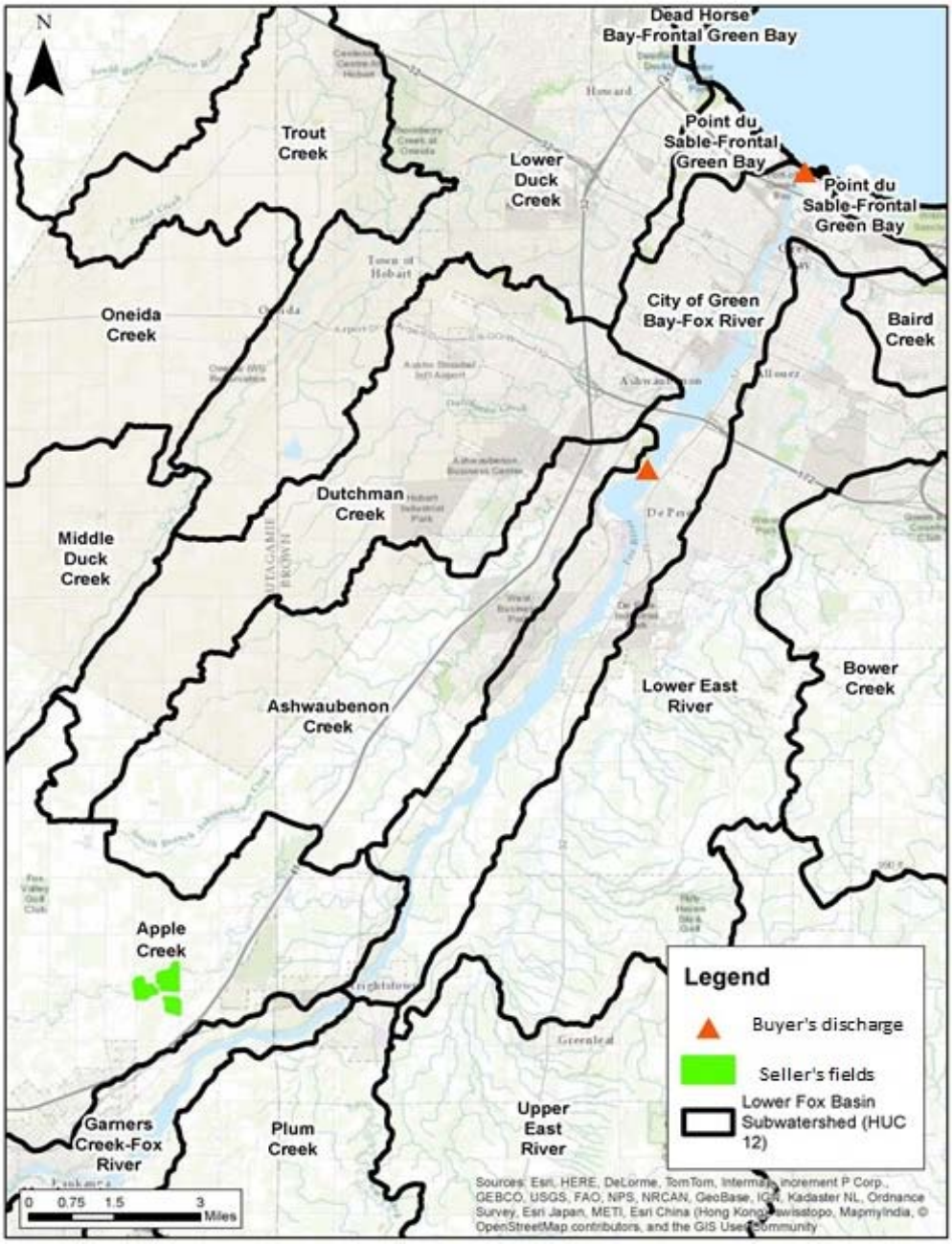
Date

Buyer's Location Map 1 (example)



Credit Certification Report: Table 3 SnapPlus P Trade Report Original

Farm	Field	Soil Series	Soil Symbol	Acres	PTP History 1	PTP History 2	PTP History 3	PTP Year 1	PTP Year 2	PTP Year 3	PTP Year 4	PTP Year 5

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Credit Certification Report: Table 4 SnapPlus P Trade Report Conservation

Farm	Field	Soil Series	Soil Symbol	Acres	PTP History 1	PTP History 2	PTP History 3	PTP Year 1	PTP Year 2	PTP Year 3	PTP Year 4	PTP Year 5

Make sure that your values for PTP history years are the same for your SnapPlus Report Original and your SnapPlus Report Conservation.

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At least 2 years of history are necessary; however, 3 or more is preferable.

Original

Numbers from the SnapPlus P Trade Report Original

Field Name	Acres	History (lbs.)				Baseline (Starting Point) (lbs.)				
		2013	2014	2015	2016	Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
Field 1	5.00	8.00	7.00	6.00	5.00	4.00	2.00	5.00	8.00	9.00
Field 2	3.00	7.00	4.00	3.00	6.00	3.00	5.00	6.00	1.00	3.00
Totals	8.00	15.00	11.00	9.00	11.00	7.00	7.00	11.00	9.00	12.00
lbs/acre		1.88	1.38	1.13	1.38	0.88	0.88	1.38	1.13	1.50

Calculation of Threshold Rate

% reduction TMDL	78.6
Sum Baselline all Years (lbs)	92.00
Baseline rate (lbs/acre/yr)	1.28
Threshold rate (lb/acre)	0.27

Differs for each subwatershed. See Lower Fox TMDL document or consult with WDNR for specific values

Please note that the Credit Calculator is currently set to calculate credits using the farm-specific approach presented in the Fox P Trade Handbook and can be modified as TMDL-based values for water quality trading become available from the WDNR. When these values become available, do not use the History and Calculation of Threshold Rate cells, and replace the Credit Threshold Rate cells by the available values.

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Credit Certification Report - Credit Calculations -Example-

Conservation

Numbers from the SnapPlus P Trade Report Conservation

After Practices Installed (lbs.)				
Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
3.00	2.00	1.00	4.00	2.00
2.00	3.00	3.00	1.00	1.00
5.00	5.00	4.00	5.00	3.00

Difference

Subtract Conservation from Original

Change (lbs)				
Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
1.00	0.00	4.00	4.00	7.00
1.00	2.00	3.00	0.00	2.00
2.00	2.00	7.00	4.00	9.00

Credit Threshold	
Rate	Load
0.27	1.37
0.27	0.82
	2.19

Prepared by:

Date

Credit Certification Report - Credit Calculations -Example-

Calculating load reduction available for Interim Credits

Load Reducation available for Interim Credits (lbs)				
Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
1.00	0.00	3.63	4.00	7.00
1.00	2.00	3.00	0.00	2.00
2.00	2.00	6.63	4.00	9.00

Calculating load reduction available for Long Term Credits

Load Reduction available for Long Term Credits (lbs)				
Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
0.00	0.00	0.37	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.37	0.00	0.00

To examine how this spreadsheet calculates the load reductions available for Interim Credits and Long Term Credits, please open the Excel version.

Prepared by:

Date

Credit Certification Report - Credit Calculations -Example-

Trade Ratios				
Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
2	2	2	2	2
2	2	2	2	2

Trade ratios are variable for each practice. Make sure you have the right trade ratio for each field and year.

Apply trade ratio to load reduction for interim credits

Interim Credits				
Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
0.50	0.00	1.82	2.00	3.50
0.50	1.00	1.50	0.00	1.00
1.00	1.00	3.32	2.00	4.50

Prepared by:

Date

Credit Certification Report - Credit Calculations -Example-

Apply trade ratio to load reduction for long-term credits

Long-term Credits				
Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
0.00	0.00	0.18	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.18	0.00	0.00

Add Interim and Long-term credits

Total Credits				
Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
0.50	0.00	2.00	2.00	3.50
0.50	1.00	1.50	0.00	1.00
1.00	1.00	3.50	2.00	4.50

Prepared by:

Date

Original

Numbers from the SnapPlus P Trade Report Original

Field Name	Acres	History (lbs.)			Baseline (Starting Point) (lbs.)				
		History 1	History 2	History 3	Year 1 (-)	Year 2 (-)	Year 3 (-)	Year 4 (-)	Year 5 (-)
Totals									
lbs/acre									

Calculation of Threshold Rate

% reduction TMDL	
Sum Baselline all Years (lbs)	
Baseline rate (lbs/acre/yr	
Threshold rate (lb/acre)	

Prepared by:

Date

Conservation

Numbers from the SnapPlus P Trade Report Conservation

After Practices Installed (lbs.)				
Year 1 (-)	Year 2 (-)	Year 3 (-)	Year 4 (-)	Year 5 (-)

Difference

Subtract Conservation from Original

Change (lbs)				
Year 1 (-)	Year 2 (-)	Year 3 (-)	Year 4 (-)	Year 5 (-)

Credit Threshold	
Rate	Load

Prepared by:

Date

Credit Certification Report - Credit Calculations -Example-

Comparing after load to threshold load

Load Reducation available for Interim Credits (lbs)				
Year 1 (-)	Year 2 (-)	Year 3 (-)	Year 4 (-)	Year 5 (-)

Comparing after load to threshold load

Load Reduction available for Long Term Credits (lbs)				
Year 1 (-)	Year 2 (-)	Year 3 (-)	Year 4 (-)	Year 5 (-)

Prepared by:

Date

Credit Certification Report - Credit Calculations -Example-

Apply trade ratio to load reduction for interim credits

Trade Ratios				
Year 1 (-)	Year 2 (-)	Year 3 (-)	Year 4 (-)	Year 5 (-)

Interim Credits				
Year 1 (-)	Year 2 (-)	Year 3 (-)	Year 4 (-)	Year 5 (-)

Prepared by:

Date

Credit Certification Report - Credit Calculations -Example-

Apply trade ratio to load reduction for long-term credits

Long-term Credits				
Year 1 (-)	Year 2 (-)	Year 3 (-)	Year 4 (-)	Year 5 (-)

Add Interim and Long-term credits

Total Credits				
Year 1 (-)	Year 2 (-)	Year 3 (-)	Year 4 (-)	Year 5 (-)

Prepared by:

Date

VERIFICATION SERVICES AGREEMENT

This agreement for water quality trading credit verification services (Verification Agreement or Agreement) is entered between the *<insert Buyer name>* (Credit Buyer) and *<insert Verifier name>* (Verifier). All verification services to be provided by the Verifier pursuant to this agreement arise from a separate water quality trading Agreement entered between the Credit Buyer and *<insert Seller name>* (Credit Seller).

1.	Scope of Verification Services
A.	Credit Generating Practices are those conservation practices and best management practices to be performed by the Credit Seller from *<insert calendar years covered by the Trade Agreement>* to reduce pollutant loadings to nearby receiving waters.
B.	Verification of Credit Generating Practices means assuring that crop rotations, tillage practices, and other activities, are timely performed by the Credit Seller and conform with the details of the Credit Certification Report (CCR), which is appended as an element of this Agreement. Verification may also include interviews with Credit Seller or his representatives.
C.	For the purposes of this Agreement, the term Annual Practices means those Credit Generating Practices that are installed or otherwise occur on a year-to-year basis as part of a planned rotation.
D.	Timing and locations for all Credit Generating Practices are set forth in the CCR. Further, the Credit Buyer attests that the water quality trading Agreement entered between the Credit Buyer and the Credit Seller assures the Verifier access to property and records relevant to Verification.
E.	The Verifier attests that it possesses applicable knowledge to be licensed or certified to practice in Wisconsin or otherwise accepted by WDNR to verify proper installation, operation, and maintenance of Credit Generating Practices and associated load reductions used to determine credit generation.

2.	Inspection Schedule
A.	The Verifier agrees to inspect all Credit Generating Practices identified within the CCR in accordance with the schedule set forth herein. The Verifier further agrees to additional inspections of locations identified by either the Credit Seller or the Credit Buyer in the event any Credit Generating Practice fails to perform or underperforms when compared to the performance standards set forth in the Operations & Maintenance, with Performance Verification Plan, appended as an element of this Agreement.
B.	Initial Verification of Credit Generating Practices shall occur within 7 calendar days of the Verifier's receipt of notice from the Credit Seller that a practice has been installed. The Verifier shall confirm installation, complete a Management Practice Registration form (including the date of installation of the Credit Generating Practice), and provide the completed form to the Credit Buyer within 14 calendar days of practice installation.

Template

C. Ongoing Verification of Credit Generating Practices shall occur during *<insert schedule>* of each year for Annual Practices and during *<insert schedule>* of each year for inspections of *<identify practices to be installed that are not Annual Practices>*. The Verifier shall inspect each practice for conformance with the Operations & Maintenance, with Performance Verification Plan and shall complete a Credit Verification Report for submittal to the Credit Buyer within 14 calendar days of each inspection.

3. Reporting & Record-keeping

A. In addition to reports to the Buyer identified in Section 3, above, the Verifier agrees to retain all supporting documentation related to inspections of Credit Generating Practices for the life of this Agreement.

B. In the event a Credit Generating Practice fails or underperforms as discussed in Paragraph 3.A, above, the Verifier shall contact both the Credit Buyer and Credit Seller to communicate the Verifier's intentions with regard to inspecting the failed or underperforming practice. If, upon inspection and in consultation with the Credit Seller, repairs cannot be made to the subject Credit Generating Practice within 30 calendar days of the inspection, then the Verifier will complete a Credit Suspension or Cancellation Report, as appropriate, and provide the report to the Credit Buyer within 3 calendar days of the inspection. The Verifier may conduct follow-up inspections to ascertain the status of any repairs and may complete a Credit Reinstatement Report, if appropriate, for transmittal to the Credit Buyer.

C. The Verifier agrees to report any concerns regarding Credit Generating Practices to the Credit Buyer in order to assure the orderly implementation of the water quality trade. The Verifier also agrees to regularly communicate with the Credit Seller.

D. It is the Credit Buyer's responsibility to report to the Wisconsin Department of Natural Resources any report, form, or other information necessary to assure the orderly implementation of the water quality trade.

4. Agreement Timing, Termination, and Renewal

A. This Agreement becomes effective on the date that it is signed by both Parties and shall terminate on *<insert date that aligns with the duration of the Trade Agreement>*.

B. This Agreement may be extended upon mutual agreement of the Parties.

C. This Agreement may be modified or amended by mutual agreement through a written document signed by Credit Buyer and Verifier, so long as the Agreement has not yet expired.

D. This Agreement may be terminated in writing, by mutual agreement of the Parties, at any time prior to the Agreement expiration date agreed upon in Paragraph 4.A.

E. This Agreement may be renewed upon mutual agreement by the Parties provided neither party is in default under this Agreement as of the expiration date. Credit Buyer or Credit Buyer's agent must inform Verifier, in writing, of intent to renew thirty (30) days before expiration of the current Agreement.

F. This Agreement and the terms contained herein shall be binding and enforceable against the Parties, their successors, and assignees for as long as the Agreement remains in effect.

Template

5.	Compensation
A.	*<Replace with financial compensation, as needed.>* In the interest of promoting water quality trading in the Lower Fox River Watershed through the project known as "Fox P Trade," the Verifier agrees to provide the services set forth with in this Agreement without fees for the duration of the Agreement.
B.	In the event the Credit Buyer seeks Verification Services beyond the scope of this Agreement, then the Parties agree that *<additional>* fees may be instituted by the Verifier through a modification of this Agreement.

6.	Representations
A.	Credit Buyer and/or Verifier may authorize an agent to represent Buyer or Seller on their behalf. Such agents must have notarized authorization to act on behalf of the Buyer or Seller. Such authorization shall be shared with the other party and retained with other records pertaining to this Agreement's construction and implementation.
B.	Buyer and Seller each warrant that the person signing this Agreement on behalf of the Buyer and Seller is individually authorized and competent to enter into Agreements and to bind each respective party to the terms hereof.
C.	The Parties have read the Agreement and agree to be bound by its terms.
D.	If any party knowingly makes a false or incorrect representation, then such false or incorrect representation shall constitute a material breach of this Agreement and the non-breaching party may terminate the Agreement or seek equitable relief along with any other appropriate relief.

7.	Dispute Resolution
A.	In the event that Credit Buyer and Verifier are unable to reconcile a dispute arising out of or related to this Agreement, the Parties agree to an alternative dispute resolution process by first submitting the claim(s) to mediation. Parties shall mutually agree on a mediator. The mediation process will be held in Green Bay, Wisconsin *<or insert alternate venue>*.
B.	All disputes arising out of or relating to the Agreement not otherwise settled through mediation will then move to arbitration.
C.	Credit Buyer and Verifier are responsible for their own attorney fees related to mediation or arbitration and will equally share the common costs and fees associated with the alternative dispute resolution process such as filling fees and mediator and/or arbitrator costs.
D.	For any court issued enforcement of any term or condition of the Agreement, the prevailing party in any action brought for the purpose of enforcing such provisions shall be entitled to recover attorney fees, reasonable expenses, and other associated costs of such action from the non-prevailing party.
E.	Failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Agreement.
F.	The Parties agree that a cause of action for breach of any provision of this Agreement shall not accrue until the non-breaching Party actually discovers the breach.

8.	General Provisions
A.	This Agreement shall be governed under, and construed pursuant to the laws of the State of Wisconsin and, as applicable, under the laws of the United States. Each of the parties acknowledges that they have the right to obtain counsel, they have read this Agreement and/or

Template

have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

B. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, such provision(s) shall be deemed severable, and the remaining provisions of this Agreement shall continue in full force and effect.

C. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral communications.

D. The parties agree that a facsimile copy of a signature, including a PDF of such signature, will be deemed original and binding.

E. Except where specifically provided otherwise in this Agreement whenever any notice, demand or request is required or provided for under this Agreement, such notice, demand or request shall be made in writing by either email, postage prepaid, certified or registered mail.

a. *<Insert Credit Seller contact information>*

Name
Address
Telephone
E-mail

b. *<Insert Credit Buyer contact information>*

Name
Address
Telephone
E-mail

c. *<Insert Verifier contact information>*

Name
Address
Telephone
E-mail

Template

9. Signatures, Notarization, and Certification	
Credit Buyer Name:	Verifier Name:
Credit Buyer Signature:	Verifier Signature:
Date:	Date:
The person listed above personally came before me this _____day of _____ 20___. I hereby certify that the above named person _____ is known to be the person who executed the foregoing Verification Services Agreement and acknowledge the same.	*The person listed above personally came before me this _____ day of _____ 20___. I hereby certify that the above named person _____ is known to be the person who executed the foregoing Verification Services Agreement and acknowledge the same.*
Notary Public _____ County, Wisconsin	Notary Public _____ County, Wisconsin
Signature of Notary Public:	Signature of Notary Public:
Seal of Notary Public	Seal of Notary Public
My commission expires: _____.	My commission expires: _____.

Template

Operation & Maintenance with

Performance Verification Plan

<Insert Seller/Farm Name>

This Operation & Maintenance, with Performance Verification Plan supports the Credit Certification Report for the water quality trade between *<insert Seller name>* (Seller) and *<insert Buyer name>* (Buyer) by establishing standards against which credit generation will be measured. In addition to installation criteria consistent with applicable NRCS standards, this Plan also provides the performance criteria for verification.

Operation & Maintenance, by Conservation Practice[1]:

Examples are provided below using common practices (cover crops and reduced tillage). Adjust as needed to incorporate specific credit generating practices for your water quality trade.

Cover Crop Goals:

A properly planted and maintained Cover Crop is an asset to farm operations and to the environment.

Cover Crops:

1. Improve soil health and condition
2. Improve soil structure and biology
3. Increase soil organic matter
4. Manage excess nutrients in the soil
5. Minimize and reduce soil compaction
6. Promote biological nitrogen fixation
7. Provide supplemental forge
8. Reduce particle emissions
9. Reduce water and sediment erosion
10. Soil moisture management
11. Suppress weeds and break pest cycles

General O & M Criteria:

A. Species, planting dates, planting methods, rates, and fertility requirements shall be in accordance with Wisconsin Agronomy Technical Note 7.
B. Selected species, planting dates, and methods shall not compete with crop yield or harvest.
C. Cover crop species shall be compatible with the farm's current cropping system, previously applied herbicides, nutrient and pest management plans, and conservation plans contained within the Credit Certification Report.

[1] Adapted from Wisconsin NRCS practices standards *<insert practice standard number and title>*.

D. Cover crops shall meet soil & P reduction goals and follow termination guidance in Wisconsin Agronomy Tech note 7.
E. When grazing or haying a cover crop, follow pesticide restrictions. Grazing or haying shall not compromise the performance of the cover crop to meet sediment and P reduction goals.

No-Till/Strip Till/Direct Seed Goals:

A properly developed and maintained No Till/Strip Till/Direct Seed Practice is an asset to your farm operation and to the environment. Implementation of No Till/Strip Till/Direct Seed, which leaves plant residues on the soil surface all year long with the use of limited soil disturbance, may provide many benefits including: reducing soil erosion caused by water and wind, improve soil organic matter, increase plant-available moisture and provide food and escape cover for wildlife. This practice will require you to perform periodic operation and maintenance to maintain satisfactory performance.

General O & M Criteria:

A. Periodic practice review to determine if adjustments or modifications are needed.
B. All residues shall be uniformly distributed over the entire field.
C. Soil disturbing activities are limited to activities that are necessary to place nutrients, condition residue and plant crops.
D. Residues shall not be burned.
E. No full-width tillage shall be performed.

Additional O & M Requirements:

F. Manure may be injected as long as it is documented in RUSLE2 & your nutrient management plan. Injection shall cause minimal soil disturbance.
G. All manure injecting, planting, crop residue management activities shall not result in a soil tillage intensity rating (STIR) greater than 15 when calculated over the entire rotation.
H. Soil Conditioning Index (SCI) shall be greater than 0 over the rotation.
I. Cover crops and/or the application of solid manure can be used to replace crop residue

Performance Verification by Field:

This section now applies the principles set forth above on a field-by-field basis with specific performance metrics. Again, examples are used. Adjust to identify specific fields and practices.

Field Name: Example 1

Conservation Practice(s): cover crop and no-till

Performance Criteria:

Cover crops, small grain: 50 % cover (as a measure of stand density)

No-till: 30% or more crop residue

Installation (Year 1): Small grain cover crop[2] (examples include winter rye, spring barley, triticale, or an equivalent) will be no-tilled into corn residue after silage harvest in 2016, at the rate indicated by the seed label. Verifier will check seeding to confirm planting upon notification by operator. Seed labels will be documented and photos will be taken of field.

> **Verification:** Field will again be checked on or near November 1st to verify stand density and ground coverage. This will be completed utilizing a crop residue string on representative areas of the field. At least 3 sampling points will be checked, with percentage of cover calculated for each. The average of the sampling points will be recorded for the field, with photographs documenting the crop. In the spring, the cover crop will be terminated, the field will be cultivated, and planted with the following year's crop.
> Crop residue will be verified in May 2017 (after planting of the crop) to verify a minimum of 30% residue using a residue string from representative points in the field and then averaged. Photos will be taken to document residue.

Year 2 – (same as year 1)

Year 3 – (same as year 1)

Year 4 – Cover crop will be terminated, field will be cultivated (utilizing conservation tillage methods) and field will be seeded to alfalfa/grass mix. Upon notification, verifier will inspect to confirm seeding and document seed mix. Field will be checked June 1st to verify stand density.

Field Name: Example 2

Conservation Practice: conservation cover

Performance Criteria: 75% cover (as a measure of stand density)

Installation: The field is currently in Alfalfa/grass. The operator will diversify the stand to meet the NRCS standard for conservation cover by no-tilling in additional seed mixture, which will include the following species: Timothy, and Smooth Bromegrass. The verifier will confirm the seeding is completed upon notification by the operator.

> **Verification:** The stand will be checked for density on or around November 1st annually. This will be completed utilizing a crop residue string on representative areas of the field. At least 3 sampling points will be checked, with percentage of cover calculated for each. The average of the sampling points will be recorded as representative of the entire 60 foot width (1.8 acre areal extent) of conservation cover, with photographs documenting the density and health of vegetation.

Field Name: Example 3

Conservation Practice: no-till

Performance Criteria: 30% or more crop residue

[2] In SnapPlus, "small grain cover crop" is the modeled conservation practice, meaning that a producer may elect to plant any variety within that category and maintain the phosphorus load reduction/number of credits generated by the model.

Installation (Year 1): Corn will be no-tilled into soybean stubble. Verifier will check field after planting to confirm no-till planting. Field will be cultivated after corn harvest (to smooth field) and seeded down to Alfalfa/Grass mix. Verifier will check field after notification by operator of planting. Verifier will check seed mix and document.

Verification: Verifier will check field on or near November 1st to verify stand cover and document using residue string and multiple sampling points to get a field average. Percent cover will be documented and photos taken.
Years 2-4 – Field will be check on or near November 1st annually to verify percentage of cover utilizing residue string and multiple sampling points to determine a field average. Photos will be taken to document status.

Nutrient Management

Performance will also be verified by assuring that Nutrient Management Planning activities occur consistent with conservation scenarios depicted in the tables below for *<identify the number of fields>* fields. The Verifier shall inspect both fields and records, as appropriate.

The example table below is one way to depict adjustments in nutrient management on a field-by-field basis for both conservation seeding and reduced manure applications or changes in application method. For reduced manure applications, it is important to include information on nutrient balance for the farm, i.e. do reduced applications at one field result in increased applications elsewhere?

	Seeding		Manure Application	
	Original	**Conservation**	**Original**	**Conservation**
2017			Home – X gals/acre Inc.	Home – X gals/acre Inj.
2018				
2019			Home – X gals/acre Inc.	Home – X gals/acre Inj.
2020	Oat-Pea Forage w/ Alfalfa Seeding Spring	Oat-Pea Forage w/ Alfalfa/Grass		
2021	Alfalfa	Alfalfa/Grass		

Trade Agreement #: _____ Date _____

Credit Suspension, Reinstatement, or Cancellation Report

1. Inspector/Verifier Information	
Name & Title:	Agency/Organization:
Phone:	Email:

2. Notice of Potential Credit Suspension

Due to deviations from the Credit Certification Report as described in the attached Water Quality Trading Management Practice Registration or Credit Generating Practice Verification Report, the following credits, as calculated in the Credit Certification Report, are at risk of being suspended if the credit generating practice is not satisfactorily (re)installed, repaired, or properly operated and maintained according to the timeline(s) outlined in Section 7 of the Water Quality Trading Plan:

Field	Credit Generating Practice	TP	TSS

Date of notice: _____ Date credits will be suspended: _____

Signed: _____ Date: _____

Print Name: _____

Template

Trade Agreement #: _____ Date _____

3. Notice of Credit Suspension

Due to a failure to satisfactorily (re)install, repair, or properly operate and maintain credit generating practices according to the timeline(s) outlined in Section 7 of the Water Quality Trading Plan, the following credits are hereby suspended:

Field	Credit Generating Practice	TP	TSS

Date of suspension: _____

Signed: _____ Date: _____

Print Name: _____

4. Notice of Credit Reinstatement

Due to satisfactorily (re)installing, repairing, or properly operating and maintaining credit generating practices according to the timeline(s) outlined in Section 7 of the Water Quality Trading Plan and described below the table, the following credits are hereby reinstated:

Field	Credit Generating Practice	TP	TSS

Describe how the credit generating practice was (re)installed, repaired, or properly operated and maintained in order for the associated credits to be reinstated (*use additional sheets if necessary)*:

Date of reinstatement: _____

Signed: _____ Date: _____

Print Name: _____

Template

Trade Agreement #: _____ Date _____

5. Notice of Credit Cancellation

Due to a failure to satisfactorily (re)install, repair, or properly operate and maintain credit generating practices according to the timeline(s) outlined in Section 7 of the Water Quality Trading Plan, the following credits are hereby cancelled:

Field	Credit Generating Practice	TP	TSS

Date of cancellation: _____

Signed: _____ Date: _____

Print Name: _____

6. Comments

Provide any additional comments here:

Further Instructions:

Inspector/Verifier shall complete and submit this Credit Suspension, Reinstatement, or Cancellation Report to the permittee (Buyer) and the Broker (if applicable).

Template

Trade Agreement #: _____ Date _____

Credit Generating Practice Verification Report

1. Verifier Information	
Name & Title:	Agency/Organization:
Phone:	Email:

2. Credit Generating Practice Information *(attach numbered photographs to this form showing the installed practice; attach additional sheets as necessary)*

Field	Credit Generating Practice	Original Installation Date	Meets NRCS Performance Standard? (Y/N)	Included in Credit Certification Report? (Y/N)	Photo #(s)

3. Deviations *(attach additional sheets as necessary)*

3.1 Describe any deviations between the Credit Generating Practices installed and the Credit Certification Report (as appended to the WQT Plan approved by WDNR):

Template

3.2 If any deviations are reported in 3.1, describe if and how they nevertheless conform to the requirements of the WQT Plan approved by WDNR *(Note: a revised Credit Certification Report must be completed and attached to this form if any deviations occurred)*:

4. Are there any gullies present on the fields of the farm?

Y/N

If yes, please describe location and size, and any control mechanisms currently in place.

5. Comments

Provide any additional comments here:

5. Attestation

I certify that the Credit Generating Practices specified in the Credit Certification Report (as appended to the WQT Plan approved by WDNR) were present and have been operated and maintained according to NRCS Performance Standards and the Operations & Maintenance Plan, with Performance Verification associated with the Trade Agreement. I further certify that there were no deviations between the installed and contracted Credit Generating Practices, other than those noted herein.

Signed: _____ Date: _____

Print Name: _____

Template

Trade Agreement #: _____ Date _____

Further Instructions:

Verifier shall complete and submit this Credit Generating Practice Verification Report to the permittee (Buyer) and the Broker (if applicable) according to the timeline indicated in the Water Quality Trading Contract (Agreement).

Template

Prepared by the Great Lakes Commission in consultation with Wisconsin DNR

September, 2015

Template

NOTICE OF INTENT TO CONDUCT WATER QUALITY TRADING

Notice: Pursuant to s. 283.84, Wis. Stats., and ch. NR 217 Wis. Adm. Code, this form must be completed by any WPDES permittee that is using water quality trading as a method of complying with a permit limitation. Failure to complete this form would not result in penalties. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31 - 19.39, Wis. Stats.).

Applicant Information

Permittee Name	Permit Number **WI-**	Facility Site Number

Facility Address	City	State	ZIP Code

Project Contact Name(if applicable)	*Address*	*City*	*State*	*Zip Code*

Project Name

Receiving Water Name	Parameter(s) being traded	HUC 12(s)

Is the permittee in a point or nonpoint source dominated watershed?
(See PRESTO results- http://dnr.wi.gov/topic/surfacewater/presto.html)

- ☐ Point source dominated
- ☐ Nonpoint source dominated

Credit Generator Information

Credit generator type (check all that apply):

- ☐ Permitted Discharge (non-MS4/CAFO)
- ☐ Permitted MS4
- ☐ Permitted CAFO
- ☐ Urban nonpoint source discharge
- ☐ Agricultural nonpoint source discharge
- ☐ Other- Specify: _____

Are any of the credit generators in a different HUC 12 than the applicant?

- ☐ Yes; HUC 12: _____
- ☐ No
- ☐ Unsure

Are any of the credit generators downstream of the applicant?

- ☐ Yes
- ☐ No
- ☐ Unsure

Will a broker/exchange be used to facilitate trade?

- ☐ Yes; Broker Name: _____
- ☐ No
- ☐ Unsure

Permitted Discharge Information (Traditional Municipal/Industrial Discharge, MS4, CAFO):

Discharge Type	Permit Number	Name	Contact Address	Is the point source credit generator currently in compliance with their permit requirements?
☐ Traditional ☐ MS4 ☐ CAFO				☐ Yes ☐ Unsure ☐ No
☐ Traditional ☐ MS4 ☐ CAFO				☐ Yes ☐ Unsure ☐ No
☐ Traditional ☐ MS4 ☐ CAFO				☐ Yes ☐ Unsure ☐ No

☐ Traditional ☐ MS4 ☐ CAFO				☐ Yes ☐ No	☐ Unsure
☐ Traditional ☐ MS4 ☐ CAFO				☐ Yes ☐ No	☐ Unsure

Point to Nonpoint Trades (Non-permitted Agriculture, Non-Permitted Urban, etc.)

List the practices that will be used to generate credits:

Method for quantifying credits generated: ☐ Monitoring
☐ Modeling, Names:_____
☐ Other: _____

Projected date credits will be available:

The preparer and owner certify all of the following:

- I am familiar with the specifications submitted for this application, and I believe all applicable items in this checklist have been addressed.
- I have completed this document to the best of my knowledge and have not excluded pertinent information.
- I certify that the information in this document is true to the best of my knowledge.

_____
Name of Preparer

_____ _____
Signature of Preparer Date

Authorized Representative Signature*

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision. Based on my inquiry of those persons directly responsible for gathering and entering the information, the information is, to the best of my knowledge and belief, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations

_____
Name of Authorized Representative

_____ _____
Signature of Authorized Representative Date

*The *Authorized Representative* is someone who is authorized to sign all applications, reports, or other information submitted to WDNR. This person may be:

- for a **corporation**: a responsible corporate officer including a president, secretary, treasurer, vice president, or manager
- for a **municipality**: a ranking elected official
- for a **corporation or municipality**: another person authorized by one of those officers or officials and who has responsibility for the overall operation of the facility or activity regulated by the permit. This is the person to whom WDNR will send information regarding the application, the draft permit, and permit reissuance

State of Wisconsin
Department of Natural Resources
101 South Webster Street
Madison WI 53707-7921
dnr.wi.gov

Water Quality Trading Management
Practice Registration
Original Form 3400-207
THIS IS NOT AN OFFICIAL DNR FORM

Notice: Pursuant to s. 283.84, Wis. Stats., this form must be completed by any WPDES permittee that intends to pursue pollutant trading as a method of complying with a permit limitation. Failure to complete this form would not result in penalties. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31 - 19.39, Wis. Stats.).

Applicant Information				
Permittee Name	Permit Number **WI-**	Facility Site Number		
Facility Address	City	State	ZIP Code	
Project Contact Name(if applicable)	*Address*	*City*	*State*	*Zip Code*
Project Name				

Broker/Exchange Information (if applicable)		
Was a broker/exchange be used to facilitate trade?	☐ Yes ☐ No	
Broker/Exchange Organization Name		Contact Name
Address	Phone Number	Email

Trade Registration Information (Use a separate form for each trade agreement)				
Type	Trade Agreement Number	Practice Used to Generate Credits	Anticipated Load Reduction & Trade Ratio	Method of Quantification
☐ Traditional ☐ MS4 ☐ CAFO			:	

County	Closest Receiving Water Name	HUC 12(s)	Parameter(s) being traded

The preparer and owner certify all of the following:

ONLY DNR FORM

Authorized Representative Signature

FOX P TRADE

Adapting and Applying Water Quality Trading in the Lower Fox River Watershed

POINT TO POINT WATER QUALITY TRADING CONTRACT

1. Buyer/Permittee/Credit User Information	
Buyer/Permittee/ Credit User Name:	Individual Point of Contact:
Trade Agreement Number *(assigned by WDNR)*:	WPDES Permit Number:
Permittee Address:	County: HUC12 code: Watershed name:
2. Seller/Permittee/Credit Generator	
Buyer/Permittee/ Credit User Name:	Individual Point of Contact:
Trade Agreement Number *(assigned by WDNR)*:	WPDES Permit Number:
Permittee Address:	County: HUC12 code: Watershed name:

Recitals

A. Water quality trading (WQT) is an alternative compliance option for Wisconsin Permit Discharge Elimination System (WPDES) permit holders and is authorized by s. 283.84, Wis. Stats.

B. The Wisconsin Department of Natural Resources (WDNR) has issued Water Quality Trading Guidance (Guidance). The most recent version was disseminated August 2013. This Guidance has been accepted by the U.S. EPA.

C. This contract certifies that water quality trading is being used to meet the terms and requirements of water quality trading as set forth by s. 283.84, Wis. Stats.

D. Funds exchanged as part of this Water Quality Trading contract shall be used to purchase credits that will reduce the loading of pollutants identified in Section 3 into the Lower Fox River and/or its tributaries.

E. Before WDNR can modify or reissue WPDES permits that allows trading, the Buyer must submit a trading plan (WQT Plan) and checklist (WQT Checklist). The WQT Plan must contain sufficient detail to allow WDNR to conclude that proposed trading will comply with s. 283.84, Wis. Stats., that credits are generated in an acceptable manner and correctly calculated, and that the permittees will comply with their Wisconsin Pollution Discharge Elimination System (WPDES) permit water quality based effluent limits (WQBELs). The WQT Checklist provides an outline for the WQT Plan's content to guide the Buyer and streamlines WDNR's review. This WQT Contract comports with the WQT Plan and WQT Checklist

Template

#_____. The WQT Plan, WQT Checklist and Section 13 of this WQT Contract (which certifies that a WQT Contract is in place) will be submitted by the Buyer to WDNR.

F. Buyer is a WPDES permit holder who will purchase total phosphorus (TP) and/or total suspended solids (TSS) credits to either wholly or partially fulfill their permit requirements. The Buyer is a voluntary participant in the Lower Fox River Water Quality Trading Program.

G. Seller is a WPDES permit holder who will generate total phosphorus (TP) and/or total suspended solids (TSS) credits to the Buyer. The Seller is a voluntary participant in the Lower Fox River Water Quality Trading Program.

H. Under the terms of this Contract, credit stacking is permissible.[1] Once credits are stacked, they are considered bundled and cannot be unbundled.[2]

I. All water quality credits must be used for compliance within the month and year that the credits are generated.

J. Credits are not available for use before they are generated. The Seller must first comply with more restrictive WPDES water quality based effluent limits (WQBELs) that it accepts as part of the WQT. Thus, the effective date for credits generated under this agreement, as stated in Section 3, must be after the Seller's WPDES permit is modified or reissued, more restrictive WQBELs are accepted, and compliance with the more restrictive WQBELs is demonstrated.

This Contract establishes a binding agreement between _____ ("Buyer") and _____ ("Seller") (collectively referred to herein as "Parties").

In consideration of the preceding recitals, and the consideration, obligations, covenants, and agreements set forth herein, the legal sufficiency of which the Parties hereby acknowledge, Buyer and Seller agree as follows:

3. Sale of Pollutant Loading Credit

3.1 All credits to be generated under this agreement will become effective one full month after the effective date of the Buyer or Seller's modified WPDES permits, whichever is later.

3.2 Subject to the conditions set forth in this Contract, the Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller a total quantity of _____ Total Phosphorus (TP) Credits and _____ Total Suspended Solids (TSS) Credits.

4. Purchase Price

The Buyer agrees to pay $_____for a total of _____ P credits and $_____ for a total of _____ TSS credits.

	Number of Credits Provided	**Avg. Purchase Price Per Credit**
TP Credits		
TSS Credits		

[1] Credit stacking allows the credit generator to produce more than one type of credit (e.g., TP and TSS) through a given effluent reduction action.

[2] Bundled credits cannot be split up, meaning the credit generator cannot split up and sell TP and TSS separately that have been generated by the same effluent reduction action.

Template

5. Payment Terms

5.1 Buyer shall deposit amount specified in Section 4, directly into an account designed by Seller or Seller's representative.

5.2 Buyer shall make an initial payment of no less than _____ percent of the purchase price within _____working days of signing of this Contract by both parties. The remaining balance shall be divided into equal amounts to be paid on the _____day of the _____ month of the calendar year, or in periodic installments as follows

_____.

5.3 Should this Contract fail to become effective within _____ days of the initial payment being deposited into Seller's account, then Seller shall return the entire amount of the initial payment to Buyer within _____ days of the date the deposit was made.

5.4 Should Buyer fail to make any annual payments within _____ days of the date such payment is due, then interest shall accrue at the rate of _____% per annum.

5.5 Failure of Buyer to pay Seller within _____ days from the date payment is due shall be considered a material breach of this Contract, entitling Seller to terminate this Contract and seek equitable relief along with any other appropriate relief.

6. Verification of Credits

6.1 Seller will verify credit generation through effluent monitoring reported to WDNR on monthly discharge monitoring reports (DMRs), as specified in the WQT Plan, as accepted by WDNR.

7. Credit Terms and Conditions

7.1 Buyer and Seller agree to prepare a WQT Plan for Buyer to submit to WDNR, as pollutant reduction credits used by the Buyer to demonstrate compliance with TP and TSS WQBELs must be generated by the Seller under a WQT Plan approved by WDNR.

7.2 Seller must notify Buyer within ___ days of becoming aware that pollutant reduction credits provided by the Seller have become unavailable. Any change in the number of available pollutant reduction credits requires a modification of the Buyer and Seller WPDES permits.

Template

8. Contract Timing, Termination and Renewal

8.1 This Contract enters into force upon signature by both Parties or their designated representative(s), pending approval of an associated WQT Plan by WDNR.

8.2 This Contract shall expire on the following date _____.

8.3 This Contract may be modified only by a written document signed by Seller (or Seller's Agent) and Buyer (or Buyer's Agent).

8.4 This Contract may be amended by mutual agreement of both Parties (Buyer and Seller or their agents), so long as the Contract has not yet expired.

8.5 This Contract may be terminated in writing, by mutual agreement of the Parties, at any time prior to the contract termination date agreed upon herein.

8.6 This Contract may be renewed upon mutual agreement by the parties provided neither party is in default under this Contract as of the termination date. Buyer or Buyer's agent must inform Seller or Seller's agent, in writing, of intent to renew _____ days before termination of the current contract.

8.7 This contract may be terminated in writing by either Party if WDNR determines that the trade is no longer allowed.

8.8 This Contract and the terms contained herein shall be binding and enforceable against the Parties, their successors, and assigns for as long as the Contract remains in effect.

9. Seller Warranties: Seller hereby represents and warrants to Buyer, and such warranties shall be applicable and in full force and effect throughout the entire Contract Term, that:

9.1 Seller has the authority to enter into this Contract and to carry out the transaction contemplated herein.

9.2 No known actions, proceedings or investigations are pending or threatened against Seller that would interfere with Seller's ability to enter into this Contract or carry out the transaction.

9.3 No damage nor condemnation with respect to the Seller's facility or any part thereof has occurred that would interfere with Seller's ability to enter into this Contract or carry out this transaction and no such known condemnation is pending or threatened.

9.4 No uncured violations of any law, ordinance, order, or regulation of any governmental authority having jurisdiction of Seller's facility exist that would impede credit generation outlined in this Contract.

9.5 Seller has not entered into any contract or agreement that would impede credit generation as outlined in this Contract.

9.6 Seller agrees to generate credits in exchange for payment as outlined in this Contract.

Template

10. Default, Remedies and Dispute Resolution

10.1 In the event that Seller and Buyer are unable to reconcile a dispute arising out of or related to this Contract, the parties agree to first submit the claim to mediation. Parties shall mutually agree on a mediator. The mediation process will be held in _____, Wisconsin.

10.2 All disputes arising out of or relating to the Contract not otherwise settled through mediation will then move to arbitration.

10.3 Seller and Buyer are responsible for their own attorney fees related to mediation or arbitration and will equally share the common costs and fees associated with the alternative dispute resolution process such as filing fees and arbitrator's costs.

10.4 For any dispute arising out of or relating to this Contract, including but not limited to enforcement of any term or condition of the Contract, the prevailing Party in any action brought for the purpose of enforcing such provisions shall be entitled to recover attorney fees, reasonable expenses, and associated costs of such action from the non-prevailing party.

10.5 Failure of either Party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any other term or condition of this Contract.

10.6 The Parties agree that a cause of action for breach of any provision of this Contract shall not accrue until the non-breaching Party actually discovers the breach.

11. Representations. Buyer and Seller each makes the following representations, as applicable:

11.1 Buyer and/or Seller can authorize an Agent to represent Buyer or Seller on their behalf. Such Agents must have notarized authorization to act on behalf of the Buyer or Seller.

11.2 Buyer (or Buyer's Agent) and Seller (and Seller's Agent) each warrant that the person signing this Contract is individually authorized and competent to enter into contracts and to bind each respective Party to the terms hereof.

11.3 The Parties have read the Contract and agree to be bound by its terms.

11.4 If any party knowingly makes a false or incorrect representation, then such false or incorrect representation shall constitute a material breach of this Contract and the non-breaching party may terminate the contract or seek equitable relief along with any other appropriate relief.

Template

12. Miscellaneous

12.1 *Governing Law.* This Contract shall be governed under, and construed pursuant to, the laws of the State of Wisconsin and, as applicable, under the laws of the United States. Each of the parties acknowledge that they have been given the opportunity to obtain counsel, or that they have been represented by counsel of their own choice and that they have read this Contract and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Contract and of its legal effect.

12.2 This Contract shall be terminated if the WDNR issues a letter disapproving the WQT Plan associated with this Contract.

12.3 *Severability.* If any of the provisions contained in the Contract are held illegal, invalid or unenforceable, such provision(s) shall be deemed severable, and the remaining provisions of this Contract shall continue in full force and effect.

12.4 This Contract constitutes the entire agreement between the Parties and supersedes all prior written or oral communications.

12.5 Except where specifically provided otherwise in this Contract whenever any notice, demand or request is required or provided for under this Contract, such notice, demand or request shall be made in writing by either email, postage prepaid, certified or registered mail).

12.6 This Contract may be executed in two or more counterparts, each of which is deemed original, but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature, including a PDF of such signature, will be deemed original and binding.

12.7 By executing this Contract, each Party grants the other permission to share the price of pollution credits sold and purchased pursuant to this Contract.

Template

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In lieu of the entire Contract, a copy of the following section of this Contract can be supplied independently to the Wisconsin DNR to certify that a WQT Contract exists and has been agreed to by the signatories.

13. Signatures, Notarization, and Certification	
Buyer Name (Printed):	Seller Name (Printed):
Buyer Agent Name (if applicable):	Seller Agent Name (if applicable):
HUC12 code: Watershed name: WPDES permit:	HUC12 code: Watershed name: WPDES permit:
Buyer/Buyer Agent Signature:	Seller/Seller Agent Signature:
Date:	Date:
Persons listed above personally came before me this _____ day of _____ 20___. I hereby certify that the above named persons _____ and _____ are known to be the person(s) who executed the foregoing Water Quality Trading Contract and acknowledge the same.	
Notary Public _____ County, Wisconsin	Signature of Notary Public:
Seal of Notary Public	My commission expires: _____.

Template

Template
POINT TO POINT WATER QUALITY TRADING CHECKLIST

Per Wisconsin DNR Water Quality Trading (WQT) Guidance, the permit holder wishing to receive credits should submit a WQT Checklist. This template contains all of the necessary elements of a Point to Point WQT Checklist and was developed in consultation with Wisconsin DNR.

Notice: Pursuant to s. 283.84, Wis. Stats., this form should be completed by any WPDES permittee that intends to pursue pollutant trading as a method of complying with a permit limitation. Failure to complete this form would not result in penalties. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31 - 19.39, Wis. Stats.).

Applicant Information				
Permittee Name	Permit Number **WI-**	Facility Site Number		
Facility Address	City	State	ZIP Code	
Project Contact Name(if applicable)	*Address*	*City*	*State*	*Zip Code*
Project Name				
Receiving Water Name	Parameter(s) being traded	HUC 12(s)		

Credit Generator Information	
Credit generator type (check all that apply):	☐ Permitted Discharge (non-MS4/CAFO) ☐ Permitted MS4 ☐ Permitted CAFO ☐ Other- Specify: _____
Are any of the credit generators in a different HUC 12 than the applicant?	☐ Yes; HUC 12: _____ ☐ No
Are any of the credit generators downstream of the applicant's point of standards application?	☐ Yes ☐ No
Was a broker/exchange be used to facilitate trade?	☐ Yes *(include description and contact information in WQT plan)* ☐ No

Permitted Discharge Information (Traditional Municipal/Industrial Discharge, MS4, CAFO):

Are each of the point sources identified in this section in compliance with their WPDES permit requirements? ☐ Yes ☐ No

Discharge Type	Permit Number	Name	Contact Information	Trade Agreement Number
☐ Traditional ☐ MS4 ☐ CAFO				
☐ Traditional ☐ MS4 ☐ CAFO				
☐ Traditional ☐ MS4 ☐ CAFO				
☐ Traditional ☐ MS4 ☐ CAFO				
☐ Traditional ☐ MS4 ☐ CAFO				
☐ Traditional ☐ MS4 ☐ CAFO				

Does plan have a narrative that describes:			Plan Section
a. Summary of discharge and existing treatment	☐ Yes	☐ No	
b. Amount of credits being generated	☐ Yes	☐ No	
c. Timeline for credits and agreements	☐ Yes	☐ No	
d. Method for quantifying credits	☐ Yes	☐ No	
e. Tracking and verification procedures	☐ Yes	☐ No	
f. Location of credit generator in proximity to receiving water and credit user	☐ Yes	☐ No	
g. Other: _____	☐ Yes	☐ No	

The preparer and owner certify all of the following:

- I am familiar with the specifications submitted for this application, and I believe all applicable items in this checklist have been addressed.
- I have completed this document to the best of my knowledge and have not excluded pertinent information.
- I certify that the information in this document is true to the best of my knowledge.

_____
Name of Preparer

_____ _____
Signature of Preparer Date

Authorized Representative Signature*

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision. Based on my inquiry of those persons directly responsible for gathering and entering the information, the information is, to the best of my knowledge and belief, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations

_____
Name of Authorized Representative

_____ _____
Signature of Authorized Representative Date

*The *Authorized Representative* is someone who is authorized to sign all applications, reports, or other information submitted to WDNR. This person may be:

- for a **corporation**: a responsible corporate officer including a president, secretary, treasurer, vice president, or manager
- for a **municipality**: a ranking elected official
- for a **corporation or municipality**: another person authorized by one of those officers or officials and who has responsibility for the overall operation of the facility or activity regulated by the permit. This is the person to whom WDNR will send information regarding the application, the draft permit, and permit reissuance

POINT TO POINT WATER QUALITY TRADING PLAN

1. Buyer/Permittee/Credit User Information	
Buyer/Permittee/ Credit User Name:	Individual Point of Contact:
Trade Agreement Number *(assigned by WDNR)*:	WPDES Permit Number (expiration date): Facility site number(s):
Address: Project contact address (*if different from above*):	County: HUC12 code: Watershed name: Receiving water name: TMDL reach *(if applicable)*: Point of standards application:
2. Seller/Permittee/Credit Generator	
Seller/Permittee/ Credit Generator Name:	Individual Point of Contact:
Trade Agreement Number *(assigned by WDNR)*:	WPDES Permit Number (expiration date): Facility site number(s):
Address:	County: HUC12 code: Watershed name: Receiving water name: TMDL reach *(if applicable)*: Point of standards application: Is the credit generator located downstream of the Buyer's point of standards application? (Y/N)

Template

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

4. Credits needed to achieve WQBELS, Credits Sold/Purchased, and Agreement Length

4.1 Describe the amount of pollutant credits needed to achieve Buyer's water quality based effluent limits (WQBELs) for the pollutant(s) traded (TP, TSS, or both) over the term of the trade and the basis for the amount (e.g., new facility, permit reissuance, etc.). (*Attach additional pages, if necessary)*

4.2 Summarize existing Buyer and Seller discharges for the pollutants being traded and describe any existing treatment, optimizations, or facility upgrades to control such pollutants at both the Buyer and Seller facilities. (*Attach additional pages, if necessary)*

4.3 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.

4.4 Credits were calculated using the greater of the minimum 1.1:1 trade ratio or a trade ratio of _____, reflecting the following additional adjustment factors: ___delivery + ___downstream.

4.5 Credits will be quantified using effluent monitoring at the following Seller outfall numbers:_____.

4.6 Per the WQT Contract (Agreement) signed by the Parties, all credits generated under the Agreement will become effective one full month after the effective date of the Buyer or Seller's modified WPDES permits, whichever is later. Credits are not available for use before they are generated. The Seller must first comply with more restrictive WPDES water quality based effluent limits (WQBELs) that it accepts in order to participate in WQT. Thus, the effective date for credits generated will be after the Seller's WPDES permit is modified or reissued, more restrictive WQBELs are accepted, and compliance with the more restrictive WQBELs is demonstrated.

4.7 Per the WQT Contract (Agreement) signed by the Parties, the Contract (Agreement) will expire on the following date: _____.

	Total Number of Credits Generated
TP Credits	
TSS Credits	

Template

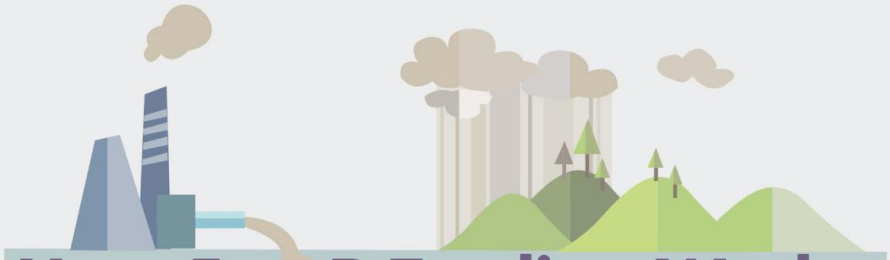
5. Map identifying the locations of Seller (credit generator) and Buyer (credit user)
5.1 The Buyer has worked with the Seller, or the Seller's agent, to identify location(s) where credits will be generated. These locations are identified in the map included as Appendix # _____ which shows the location of the Seller's facility and its discharge locations as well as the location of the Buyer's facility and its discharge locations. The map also identifies any TMDL segments that the Buyer or Seller discharges to and the point of standards application (if different from the discharge location).

6. Verification and Tracking of Credits
6.1 Seller will verify credit generation through effluent monitoring as reported to WDNR on monthly discharge monitoring reports (DMRs). 6.2 Buyer will demonstrate WQBEL compliance for traded pollutant(s) through effluent monitoring as reported to WDNR on monthly DMRs. 6.3 Buyer and WDNR will track the use of credits.

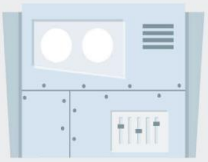
7. Credit Terms and Conditions
7.1 Buyer and Seller will report noncompliance with WQBELs to WDNR in compliance with NR 205.07 (1)(s) Wis. Adm. Code. Additionally, Buyer and Seller will notify each other of noncompliance according to the terms of the WQT Contract, as summarized in Sections 7.2 and 7.3. 7.2 Buyer will notify WDNR within 7 days of becoming aware that pollutant reduction credits used or intended for use by the Buyer have become unavailable or are determined to be invalid. If pollutant reduction credits are no longer generated, the Buyer must comply with the WQBELs contained in their WPDES permit. 7.3 Seller will notify WDNR within 7 days of becoming aware that pollutant reduction credits provided by the Seller have become unavailable.

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: _____	Seller Name (Printed):_____ Seller Agent Name (if applicable): _____ Seller/Seller Agent Signature: _____ Date: _____

Template



How Fox P Trading Works



Permitted facility (buyer) assesses compliance needs per WPDES permit WQBEL

Buyer decides it is **cost effective to purchase credits.**

Buyer contacts broker or an agent to **inquire about credit purchasing opportunities.**

buyer and seller **negotiate a trading contract.**

seller contacts county land conservation or agronomist **to calculate pollutant load reduction** and credit generation.

A farmer (seller) seeks **long term funding** for conservation practices.

Seller installs new conservation practices; pollution in the watershed is reduced.

Pollution reduction generated on farm is reflected in buyer's permit; **compliance is achieved.**

Watersheds are **cleaner,** farmers gain a **new revenue source** and utilities enjoy **lower compliance costs.**