

Template

POINT TO POINT WATER QUALITY TRADING PLAN

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

Per Wisconsin DNR Water Quality Trading (WQT) Guidance, the permit holder wishing to receive credits must submit a WQT Plan. This template contains all of the necessary elements of a WQT Plan between two permitted wastewater treatment facilities¹ as required by Wisconsin DNR. Completing a WQT Plan is [Step 3 of 4 in the WQT Steps for Buyers](#). It should be completed after a [Notice of Intent \(Step 1\)](#) to trade and [WQT Contract \(Step 2\)](#) are complete. After completing this WQT Plan (Step 3), the final step for Buyers is to complete a [WQT Checklist \(Step 4\)](#), which serves as the cover letter for the [WQT Application Packet](#) (which contains: WQT Checklist, WQT Contract Certification, and WQT Plan) that is delivered by the Buyer to WDNR.

- Section 1. Complete buyer/credit user/permittee information.
- Section 2. Complete seller/credit generator information.
- Section 3. Complete the broker information, if applicable.
- Section 4. Describe the amount of pollutant credits need to achieve the Buyer's WQBELs and identify the basis for the amount. 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. Fill in blanks with the number of TP and TSS credits. Identify any delivery or downstream factors applied to the trade ratio. Identify the WQT Contract expiration date.
- Section 5. Append a map showing the location(s) where credits will be generated. Show 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, any TMDL segments that the Buyer or Seller discharge to, and the point of standards application (if different from the discharge location)
- Section 6. This section describes how credit generation and WQBEL compliance will be verified. It also explains that the Buyer and WNDR will both track the use of credits.
- Section 7. This section explains the Buyer and Seller responsibilities for notifying WDNR and each other if pollutant reduction credits become unavailable or are determined to be invalid. It also clarifies that the Buyer must comply with the WQBELs in its permit even if credits become unavailable or are determined to be invalid.

¹ Point source permittees that are Municipal Separate Storm Sewer Systems (MS4s) or concentrated animal feeding operations (CAFOs) may be eligible to participate in WQT but may require substitute or additional WQT Plan language in some instances. To evaluate WQT potential, MS4s and CAFOs should work with WDNR, a Broker, or some other Agent familiar with WQT, as appropriate.

Section 8. This section will be signed by the Buyer or Buyer's Agent and the Seller or Seller's Agent. By signing this section, the Buyer and Seller certify that the content of the WQT Plan is accurate and correct.

Documentation Required to Implement a fully executed PS-PS WQT Contract*

1. Notice of Intent
2. WQT Application Packet:
 - 2.1. WQT Checklist
 - 2.2. WQT Contract Certification
 - 2.3. WQT Plan

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

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

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

4. Credits needed to achieve WQBELS, Credits Sold/Purchased, and Agreement Length	
<p>4.1 Describe the amount of 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.). <i>(Attach additional pages, if necessary)</i></p>	
<p>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. <i>(Attach additional pages, if necessary)</i></p>	
<p>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.</p>	
<p>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.</p>	
<p>4.5 Credits will be quantified using effluent monitoring at the following Seller outfall numbers:_____.</p>	
<p>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.</p>	
<p>4.7 Per the WQT Contract (Agreement) signed by the Parties, the Contract (Agreement) will expire on the following date: _____.</p>	
	Total Number of Credits Generated
TP Credits	
TSS Credits	

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: _____
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