Water Quality Trading Plan

For

Superior Fresh LLC
N10512 May Coulee Road
Hixton, WI 54635

WPDES Permit WI-0065200-01
October, 2017
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1. Executive Summary
Supior Fresh LLC (Superior Fresh) plans to operate an aquaponics facility that will discharge wastewater to an unnamed tributary of the Pigeon Creek in HUC-12 watershed 070400050101. The discharge is estimated to be 0.65 mg/L of phosphorus, which exceeds the allowable threshold for phosphorus concentration of 0.060 mg/L. Superior Fresh has an estimated flow rate of 18.4 million gallons of wastewater per year, resulting in 99.75 lbs/yr of total phosphorus being discharged. The required amount to offset equals the amount discharged minus the phosphorus limit resulting in 90.54 lb/yr (calculation shown in section 4.2).

Superior Fresh has chosen to pursue water quality trading to generate phosphorus credits in order to discharge wastewater to the unnamed tributary upstream of Pigeon Creek. Superior Fresh elected to perform streambank restoration work in the same HUC-12 watershed on a portion of the Timber Creek. According to DNR regulations, Superior Fresh was able to receive a trade ratio of 2.1:1. Thus, for every 2.1 lbs of Phosphorus stabilized in Timber Creek, Superior Fresh will receive one credit.

Jackson County has assisted Superior Fresh with the development of the streambank restoration plans. Soil samples resulted in a phosphorus content of 2 lbs/ton of soil, requiring a total of 95.1 tons/yr of soil that needs to be prevented from entering Timber Creek. However, Superior Fresh has elected to perform additional streambank restoration totaling 176.4 tons/yr of soil which will provide additional phosphorus credits in the event that the estimations are not accurate or Superior Fresh decides to increase facility size and production. The 176.4 tons/yr of soil contained equates to 168 phosphorus credits generated that Superior Fresh will use to remain compliant with its WPDES permit to discharge wastewater to the unnamed tributary upstream of Pigeon Creek.

2. Background
2.1 Justification for Trading
Superior Fresh is an aquaponics facility located Jackson County, town of Northfield, WI. Superior Fresh will have a discharge from the purging system that will discharge to a nearby unnamed tributary, prior to entering into Pigeon Creek. The discharge is estimated to have a phosphorus concentration of 0.65 mg/l (calculations shown in section 4.2), that needs to be offset by water quality trading in order to comply with NR 217-Effluent Standards and Limitations for Phosphorus. Attachment A is a copy of the signed Notice of Intent to Conduct Water Quality Trading

2.2 Location of Superior Fresh’s Outfall
The discharge is located in the HUC-12 watershed 070400050101, and is approximately 300 feet to the north of the fish house. The discharge enters into an unnamed tributary, which flows into Pigeon Creek, and eventually the Trempealeau River. A map of the Superior Fresh’s discharge location is shown in Attachment B, along with the location of the credit generator’s streambank restoration site.
3. Location of Restoration Site

3.1 Location, Existing Land Uses, and History of the Site
Superior Fresh has elected to conduct streambank restoration and protection on a highly eroded section of Timber Creek to generate phosphorus credits. The restoration site is located downstream of Superior Fresh’s discharge on a portion of the Timber Creek, approximately 1 mile north of the town of York. Attachment C illustrates the location of the streambank restoration site. The property surrounding the restoration site is owned by Kinning Circle K LLC, and has been used for agricultural purposes in years prior.

3.2 Soil Sampling Analysis and Soil Loss Calculations
Below is a map of the approximate sample locations along Timber Creek. There were a total of 16 samples taken (eight on each side of the stream bank). All 16 samples were taken using a soil knife and mixed into one bucket as a composite sample. From that bucket, four bags were filled up and sent to Dairyland Laboratories for soil sampling. The sample locations were taken along the sloughing banks evenly throughout the length of the proposed work area.

Soil sampling results can be found in Attachment D. A soil content estimation of 0.1% phosphorus was used based on the soil sampling results from Dairyland Laboratories. This
results in the reduction of 2lbs of total phosphorus from entering Timber Creek per ton of soil that would have been eroded prior to the streambank restoration. Thus, the required soil tonnage that must be prevented from entering Timber Creek is 95.1 tons of soil.

Soil loss calculations were completed by Jackson County Department of Land Conservation using the NRCS Streambank Erosion Estimator spreadsheet. The soil loss calculations and field notes are found in Attachment E. The current total amount of soil loss is estimated to be 176.4 tons of soil per year.

3.3 Streambank Restoration Management Practices
Specifications and details regarding the streambank restoration management practices are described in Attachment F. NRCS Standard 580 for streambank and shoreline restoration and protection is being used as a guide for installation and maintenance. As long as the management practices are properly maintained, the streambank restoration and protection shall remain effective perpetually.

4. Trade Ratio Determination and Credit Quantification
4.1 Trade Ratio Determination
Trade Ratio = (Delivery + Downstream + Equivalency + Uncertainty - Habitat Adjustment):1

Delivery Factor = 0 (The SPARROW Model result is 1 which translates to a delivery factor of 0 since the trades are occurring within the same HUC 12 watershed)

Downstream Factor = 0.1 (Attachment G is the delineation report from PRESTO showing the total P load upstream of the intended discharge at 880lbs. (Credit User’s Load)/(Total Load at point of standards application)=(112lbs)/(880lbs+112lbs)*100=11.3%, and from the DNR guidance 3800-2013-04 that’s equivalent to a 0.1 downstream factor)

Equivalency Factor = 0 (Equivalency factor is equal to zero when trading total phosphorus credits.)

Uncertainty Factor = 2 (The default uncertainty factor for stream bank restoration is 3, with the ability to use an uncertainty factor of 2 when habitat improvement is included in the project. Superior Fresh submitted plans for the stream bank restoration and habitat improvement on May 18, 2017. Upon review, the Department concludes that additional habitat improvement measures recommended by Dan Hatleli, DNR Fisheries Biologist, on the proposed stream bank protection plan will result in an uncertainty factor of 2.)

Trade Ratio = (0 + 0.1 + 0 + 3 - 1):1 = 2.1:1

4.2 Credits Required
The amount of phosphorus credits required to offset the phosphorus load in the discharge is 90.54 lbs per year.

Below is the calculation:
Flow rate = 35gpm*525,600min/yr=18.4MGY
Concentration of phosphorus in well water = 0.59mg/l *(Attachment H-West Well Water Report)*

Additional phosphorus from purging = 0.06mg/l (average total phosphorus concentration in the purge effluent based on data from existing aquaponics facility at the Freshwater Institute in Shepherdstown, WV)

Total Phosphorus Concentration in the discharge = 0.65mg/l
Allowable Phosphorus Limit=0.060mg/l

Total Credits Required to offset=Flow(MGY)*(Concentration(mg/l)-Allowable Limit(mg/L))*8.34=18.4*(0.65-0.060)*8.34=90.54lbs/yr

4.3 Credit Generation

The credits are quantified by determining the phosphorus load entering the stream prior to any stream bank restoration. The total amount of potentially tradable phosphorus is calculated by using the total soil loss estimation from Jackson County using the NRCS Streambank Erosion Estimator spreadsheet and the phosphorus levels from the soil sampling analysis.

The total phosphorus credits generated from the streambank restoration project will be 168lbs/year.

Calculation is shown below:
Soil has a 0.1% Total Phosphorus content as described in section 3.2
Soil loss is estimated to be 176.4 tons of soil per year as described in section 3.2
0.001*(176.4tons of soil)*2000lb/ton=352.8lbs/yr phosphorus reductions
Total Credits Generated=Total reductions/Trade ratio

Total Credits Generated = (352.8lb/yr)/2.1=168 Phosphorus Credits per year

5 Project Timeline

5.1 Streambank Restoration Construction Plans and Schedule
Specifications and details regarding the streambank restoration plans are described in Attachment F. The streambank restoration is scheduled to begin in June and be completed by September 15th, 2017, weather permitting. Due to excessive rain events and wet conditions, an extension has been granted by the DNR to complete the creek restoration by November 1st, with full intent of completing the project as soon as practicable. After the project is complete, the management practice will be registered using DNR form 3400-207 and a copy of that registration will be added to this plan as Attachment J.

5.2 Operation Schedule for Superior Fresh’s Initial Discharge
Superior Fresh is planning on beginning its discharge in the summer of 2018.
6 Reporting, Recordkeeping, and Monitoring

6.1 Inspection Criteria and Schedule
As stated in the WIDNR guidance 3800-2013-04, each month the permittee shall certify that the nonpoint source management practices installed to generate pollutant reduction credits are operated and maintained in a manner consistent with what is stated in this plan. The permittee is responsible for completing these monthly inspection. The following certification will be made on the monthly inspection report:

“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.”

Inspections will also be completed following any severe natural events that occur, as soon as it can be completed safely. The monthly inspection checklist/report is included in Attachment I, which also contains the operation and maintenance plan.

6.2 Operation and Maintenance of Management practices
Operation and Maintenance of Timber Creek is critical to ensure the streambank restoration continues to be effective for duration of the project and following years. The Operation and Maintenance Plan follows NRCS Standard 580 for Streambank and Shoreline Protection and is included in Attachment I. The WQT Management Practice Registration is included in Attachment J. (Note this will be included upon completion and establishment of the restoration practices)

6.3 Procedure for Failure of Management Practices
The WIDNR’s West Central regional office will be notified by Superior Fresh via telephone within 24 hours of becoming aware that pollutant reduction credits used or intended for use by the permittee are not being implemented or generated. Remedial actions will be taken once an agreement between both Superior Fresh and DNR has been made to rectify the problem. Also, a written notice of the noncompliance will be submitted by Superior Fresh within 5 days to the WIDNR West Central regional office. The written notice will include reasons for the noncompliance, along with remedial actions that were already completed since the initial notification. Also, included will be any suggested future remedial actions that still need to be completed and a timeline to begin restoring the current location or begin constructing at a new location. The written notice will also include any preventative measures to reduce the likelihood of another occurrence.

6.4 Annual Water Quality Trading Report
By January 31st each year, Superior Fresh will complete an annual WQT Report that includes:
- The number of phosphorus 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
o 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
o Identification of noncompliance or failure to implement any terms or conditions of WPDES permit WI-0065200-01 with respect to water quality trading that have not been reported in discharge monitoring reports.
 o Identification of any modifications to the trade agreement during the previous year.

7 Superior Fresh WQT Plan Certification
Superior Fresh certifies that the information contained in this Water Quality Trading Report and its attachments are accurate and correct to the best of their knowledge.

Signature: [Signature] Date: 6-9-2017

Brandon Gottsacker
Chief Operations Officer
N10512 May Coulee Road
Hixton, WI 54635
715.891.2842
**Attachment A – Signed Notice of Intent to Conduct Water Quality Trading**

![Form Image](image-url)

**State of Wisconsin**  
**Department of Natural Resources**  
**101 South Webster Street**  
**Madison, WI 53707-7321**  

Notices 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 (s.s. 19.31 - 19.39, Wis. Stats.).

**Applicant Information**

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<th>Permittee Name</th>
<th>Permit Number</th>
<th>Facility Site Number</th>
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<td>Superior Fresh</td>
<td>WI-0065200-01</td>
<td>88169</td>
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**Facility Address**

- N10512 May Conlee Rd  
- Hixton, WI 54635

**Project Contact Name (if applicable)**

- Brandon Gottsacker
- Address: N10512 May Conlee Rd, Hixton, WI 54635

**Project Name**

Superior Fresh Water Quality Trading

**Receiving Water Name**

- Pigeon Creek
- Phosphorus

**Parameter(s) being traded (select all that apply)**

- HUC 12(s)
- 070400050101

**Is the permittee in a point or nonpoint source dominated watershed?**

- ○ Point source dominated
- ◯ Nonpoint source dominated

**Credit Generator Information**

- ☐ Permitted Discharge (non-MS4/CAFO)
- ☑ Permitted MS4
- ☑ Permitted CAFO
- ☐ Other - Specify

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

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

**Will a broker/exchange be used to facilitate trade?**

- ○ Yes; Name: ☐ Yes  
- No: ☐ No  
- Unsure: ☐ Unsure

**Point to Point Trades (Traditional Municipal / Industrial Discharge, MS4, CAFO)**

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<th>Name</th>
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<td>No</td>
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<tr>
<td>CAFO</td>
<td>Yes</td>
<td>No</td>
<td>Unsure</td>
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</table>
Notice of Intent to Conduct Water Quality Trading

Form 3400-208 (1/14)

Point to Nonpoint Trades (Non-permitted Agricultural, Non-Permitted Urban, etc.)
List the practices that will be used to generate credits:
Streambank Restoration/Stabilization
Conservation Easement (Converting Cropland to Perennial Vegetation)

Method for quantifying credits generated:

- Monitoring
- Modeling, Names: SAAP-Plus, RUSLE2, PRESTO
- Other:

Projected date credits will be available: 06/01/2018

The preparer certifies 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.

Signature of Preparer

[A signature here]

Date Signed

11/30/16

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 knowingly violations.

Signature of Authorized Representative

[A signature here]

Date Signed

11/30/16
Attachment B – Map of the HUC-12 with restoration location and discharge location
Attachment C – Map of the Streambank Restoration Site
**Attachment D – Soil Sampling Results**

Report Date: 3/9/2017  
Sampled By: North Country Clear Waters - Blair, WI  
Sampled For: Tom Cappa

**Product**: Soil  

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## Attachment E – Soil Loss Calculation Spreadsheet and Field Notes

**NRCS Streambank Erosion Estimator (Direct Volume Method)**

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<th>Field Number</th>
<th>Eroding Streambank Reach Number</th>
<th>Eroding Bank Length (Feet)</th>
<th>Eroding Bank Height (Feet)</th>
<th>Area of Eroding Streambank (FT²)</th>
<th>Lateral Recession Rate (Estimated) (FT / Year)</th>
<th>Estimated Volume (FT³) Eroded Annually</th>
<th>Soil Texture</th>
<th>Approximate Pounds of Soil per FT²</th>
<th>Estimated Soil Loss (Tons/Year)</th>
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Total Estimated Annual Streambank Erosion Soil Loss (Tons): 50.0

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<th>Area of Eroding Streambank (FT²)</th>
<th>Lateral Recession Rate (Estimated) (FT / Year)</th>
<th>Estimated Volume (FT³) Eroded Annually</th>
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<th>Approximate Pounds of Soil per FT²</th>
<th>Estimated Soil Loss (Tons/Year)</th>
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Total Estimated Annual Streambank Erosion Soil Loss (Tons): 48.7

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<th>Area of Eroding Streambank (FT²)</th>
<th>Lateral Recession Rate (Estimated) (FT / Year)</th>
<th>Estimated Volume (FT³) Eroded Annually</th>
<th>Soil Texture</th>
<th>Approximate Pounds of Soil per FT²</th>
<th>Estimated Soil Loss (Tons/Year)</th>
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Total Estimated Annual Streambank Erosion Soil Loss (Tons): 77.7

*Eroding bank height is measured along the bank, not the vertical height of bank.*

**Streambank Erosion Calculation Formula**

\[
\text{Estimated Soil Loss Per Year (Tons)} = \frac{\text{Eroding Bank Length (Feet)} \times \text{Eroding Bank Height (Feet)} \times \text{Lateral Recession Rate (FT/Year)} \times \text{Soil Weight (dry lb/ft²)}}{2000}
\]

VT NRCS Streambank Erosion Estimator (June 2006)
<table>
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<tr>
<th>SUBJECT</th>
<th>SHEET 1 OF 2</th>
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<tr>
<td>Site #1</td>
<td>85' Long, Creek EL 926.0, Top Bank EL 935.0, 9' Bank Height</td>
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<td>Site #2</td>
<td>138' Long, Creek EL 925.9, Top Bank EL 935.5, 9.6' Bank Height</td>
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<td>Site #3</td>
<td>142' Long, Creek EL 925.5, Top Bank EL 935.0, 9.2' Bank Height</td>
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<td>Site #4</td>
<td>272' Long, Creek EL 924.9, Top Bank EL 934.6, 9.7' Bank Height</td>
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<tr>
<td>Site #5</td>
<td>106' Long, Creek EL 924.6, Top Bank EL 934.6, 10' Bank Height</td>
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<td>Site #6</td>
<td>65' Long, Creek EL 926.0, Top Bank EL 934.0, 6.6' Bank Height</td>
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<td>Site #7</td>
<td>108' Long, Creek EL 925.8, Top Bank EL 934.0, 3.2' Bank Height</td>
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</table>
SITE #8 178' Long  Creek EL. 925.8  Top Bank EL. 935.0  9.2' Bank Height

SITE #9 66' Long  Creek EL. 925.6  Top Bank EL. 934.8  7.2' Bank Height

SITE #10 136' Long  Creek EL. 924.8  Top Bank EL. 933.0  8.3' Bank Height
Attachment F – Streambank Restoration and Protection Plans

CONSTRUCTION PLAN

PRACTICES
Streambank Protection (358) For Phosphorus Trading

CLIENTS
Kinning Circle K LLC and Superior Fresh LLC

AddrESSES
N10512 W. May Cadle Rd., Hixson, WI 54635
SITE: N1192 Co. Rd. C Osseo, WI 54758

PHONE NO. Brandon Galtzacker 715-891-2842
COUNTY Jackson

SITE LOCATION TOWNSHIP Northfield T 23 N, R 06 W, Sec. 18
COUNTY OFFICE Black River Falls
TELEPHONE NO. 715-284-0256

DIGGERS HOTLINE
Call 3 Work Days Before You Dig!

Nationwide 811
Toll Free 1-800-242-8511
TDD 1-800-542-2259
Website www.diggershotline.com

LOCATION MAP

NOTICE TO LANDOWNERS AND EXCAVATORS

Any representation made by the USDA, Natural Resources Conservation Service, or the Jackson County LCD, as to the approximate location or nonexistence of above or under ground hazards does not relieve the owner of the property or the excavator that is hired to complete construction, from notifying Diggers Hotline of the pending construction. You will be liable for damages resulting from construction activities. (Call Diggers Hotline) Ticket #

Date: 4-2017

Designed by: Michael A. Goehring

Date: 4-2017

Checked by: Michael W. Galtzacker

Date: 4-2017

Approved by: Michael W. Galtzacker

Date: 5-1/2017

Client: Brandon Galtzacker

Client: Brandon Galtzacker

Client: Brandon Galtzacker

The installed practices comply with applicable NRCS technical standards and specifications. The “redlined” construction plans (as-built drawings) reflect changes made during construction.

Construction Approved by: Michael A. Goehring

Date: 4-2017

Sheet 1 of 8
### Estimated Quantities

**For Streambank Protection (580) with Fish Habitat Structures**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Sheet Number</th>
<th>WI. Construction Spec or Job Sheet Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>*SITE PREPARATION</td>
<td>Job</td>
<td>1</td>
<td>3</td>
<td>WI - 1</td>
</tr>
<tr>
<td>FILLING AND SHAPING BANKS</td>
<td>Job</td>
<td>1</td>
<td>3</td>
<td>WI - 2,3</td>
</tr>
<tr>
<td>6” d50 ROCK RIPRAP</td>
<td>Cu. Yd.</td>
<td>1,059</td>
<td>3,4</td>
<td>WI - 9</td>
</tr>
<tr>
<td>NONWOVEN GEOTEXTILE (class I)</td>
<td>Sq. Yd.</td>
<td>3,033</td>
<td>3,4</td>
<td>WI - 13</td>
</tr>
<tr>
<td>LOG DEFLECTORS</td>
<td>Ea.</td>
<td>8</td>
<td>3,5</td>
<td></td>
</tr>
<tr>
<td>BOULDER PLACEMENTS</td>
<td>Ea.</td>
<td>8</td>
<td>3,6</td>
<td></td>
</tr>
<tr>
<td>ROCK WEIRS</td>
<td>Ea.</td>
<td>4</td>
<td>3,7</td>
<td></td>
</tr>
<tr>
<td>GRAVEL ACCESS TO SITE</td>
<td>Cu. Yd.</td>
<td>64</td>
<td>3</td>
<td>WI - 11</td>
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<tr>
<td>BREAKER ROCK ACCESS TO SITE</td>
<td>Cu. Yd.</td>
<td>64</td>
<td>3</td>
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<tr>
<td>SEEDING</td>
<td>Ac.</td>
<td>1.0</td>
<td>8</td>
<td>WI - 710</td>
</tr>
<tr>
<td>MULCHING</td>
<td>Ac.</td>
<td>1.0</td>
<td>8</td>
<td>WI - 710</td>
</tr>
</tbody>
</table>

* INCLUDES CLEARING TREES AND BRUSH.

---

**Estimated Quantities**

Kinning Circle K LLC and Superior Fresh LLC

Jackson County Land Conservation Department

Designed: NG  Checked:

Sheet 2 of 8
EXISTING TOP BANK

BURY GEOTEXTILE 1 FOOT

ROCK THICKNESS 1'

BANK SLOPE LINE

EXISTING STREAM BOTTOM

DEHMM

ANTICIPATED BOTTOM SCOUR

GRADATION OF ROCK

<table>
<thead>
<tr>
<th>PERCENT PASSING</th>
<th>SIZE (INCHES)</th>
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<tbody>
<tr>
<td>100</td>
<td>12</td>
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<td>60-85</td>
<td>9</td>
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<tr>
<td>25-50</td>
<td>6</td>
</tr>
<tr>
<td>5-20</td>
<td>3</td>
</tr>
<tr>
<td>0-5</td>
<td>1</td>
</tr>
</tbody>
</table>

TYPICAL CROSS SECTION

QUANTITY ESTIMATE

BANK SLOPING FOR RIPRAP 1,288 LIN. FT.
BANK SLOPING (SEEDING ONLY) 250 LIN. FT.
ROCK FOR RIPRAP (WI CONST. SPEC. 9) 1,058 CU. YD.
GEOTEXTILE (WI CONST. SPEC. 13) CLASS I (NONWOVEN) 3,033 SQ. YD.
SEEDING 1.0 ACRES

* ESTIMATED TO THE NEAT LINES AND GRADE

NOTE:
1. DOUBLE THE ROCK THICKNESS FOR A DISTANCE OF 2 FEET AT THE
UPSTREAM AND DOWNSTREAM ENDS OF THE RIPRAP. BLEND THE ROCK
SURFACE TO MATCH THE EXISTING STABLE BANK SURFACE.

2. TOE PROTECTION SHALL BE PROVIDED TO A MINIMUM DEPTH OF THE
ANTICIPATED BOTTOM SCOUR, WHICH WILL BE BELOW THE EXISTING STREAM BOTTOM.

EXCAVATED TOE

STREAMBANK PROTECTION
(PARTIAL BANK HEIGHT)

USDA United States
Department of Agriculture
Surface Natural Resources:
Conservation Service

CLIENTS: Kinning Circle K LLC Superior Fresh LLC
COUNTY: Jackson

Date Designed: 4-2017
Date Drawn: 4-2017
Date std. drawing: 07/14

Sheet 4 of 8
Minimum of 8 log deflectors sites must be installed. Final site locations will be determined by technician and contractor.

Notes:
1. Care shall be taken during placement to avoid streambank erosion on opposite bank.
2. Root wads must be present on each log.
3. The log deflector shall consist of three logs at a min 12" diameter at breast height.
4. The majority of the log shall be submerged with approx. 15% of the log emerged. Care shall be taken to keep the log below the ordinary high water mark (OHW).
- AVERAGE ROCK SIZE - 1.5'-3.5' DIA. - ROCK SIZE IS SITE DEPENDENT.
- A MINIMUM OF ONE BOULDER PER SET OF BOULDERS SHOULD PROTRUDE FROM WATER SURFACE DURING TIMES OF ORDINARY FLOW TO ACT AS MID-STREAM PERCHING/LOAFING SITES.
- USE BOULDERS WITH IRREGULARITIES OR MULTIPLE BOULDERS TOGETHER TO PROVIDE SLIGHT OVERHANGING COVER
- PLACE BOULDERS SO CURRENT WILL NOT BE DEFLECTED INTO UNPROTECTED STREAM BANKS.
CROSS SECTION A-A

MINIMUM OF 4 ROCK WEIR SITES MUST BE INSTALLED. FINAL SITE LOCATIONS WILL BE DETERMINED BY TECHNICIAN AND CONTRACTOR.

PLAN VIEW

NOTE: THE ROCK WEIR MAY BE ANGLED TO DEFLECT THE STREAM FLOW AWAY FROM AREAS SUSCEPTIBLE TO EROSION.
**SEEDING DATES**

<table>
<thead>
<tr>
<th>TIME PERIOD</th>
<th>DATES</th>
<th>TYPE OF SEEDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring</td>
<td>4 – 15</td>
<td>Permanent</td>
</tr>
<tr>
<td>Summer</td>
<td>6 – 2</td>
<td>Temporary *</td>
</tr>
<tr>
<td>Late Summer</td>
<td>8 – 1</td>
<td>Permanent</td>
</tr>
<tr>
<td>Fall</td>
<td>8 – 22</td>
<td>Temporary *</td>
</tr>
<tr>
<td>Late Fall</td>
<td>11 – 1</td>
<td>Dormant</td>
</tr>
<tr>
<td>Winter</td>
<td>snow cover</td>
<td>Spring Seeding</td>
</tr>
<tr>
<td></td>
<td>through</td>
<td>Frost Seed Not Allowed</td>
</tr>
</tbody>
</table>

**MATERIALS**

If no soil test is available, apply a minimum of 150 pounds of 20–10–10 fertilizer per acre. This is equivalent to 30 pounds nitrogen (N), 15 pounds phosphate (P2O5), and 15 pounds potash (K2O) per acre. Apply two tons/ac of 80–89 lime or equivalent. (see page 2 for equivalent)

* Seed a temporary cover crop of ___Date___ at a rate of _____ pounds/acre. (___2___ Bushels/acre)

A permanent seeding shall be completed during the next acceptable time period following a temporary seeding.

**MINIMUM PURE LIVE SEED (PLS) RATE PER ACRE AND TOTAL POUNDS OF SEED NEEDED**

<table>
<thead>
<tr>
<th>SEEDING MIX</th>
<th>LOCATION ACRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPECIES</td>
<td>RATE</td>
</tr>
<tr>
<td>Perennial Ryegrass</td>
<td>5.0lbs/Ac.</td>
</tr>
<tr>
<td>Creeping Red Fescue</td>
<td>9.0lbs/Ac.</td>
</tr>
<tr>
<td>Annual (Italian) Ryegrass</td>
<td>6.0lbs/Ac.</td>
</tr>
<tr>
<td>Timothy</td>
<td>2.0lbs/Ac.</td>
</tr>
<tr>
<td>Switchgrass</td>
<td>1.0lbs/Ac.</td>
</tr>
<tr>
<td>Red Clover</td>
<td>4.0lbs/Ac.</td>
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</tbody>
</table>

1. PLS = (% Germination X % Purity)
** Companion Crop

Seed mixture shall meet all requirements of the WI weed laws.
Species identified as restricted or prohibited by law shall not be planted.
Certified seed shall be used, and the seeding rates will be based on pure live seed.
For dormant seedings, increase the seeds per square foot by 15%.

**SEEDBED PREPARATION**

Seedbed preparation shall immediately follow construction activities.
Prepare a fine, firm seedbed to a minimum depth of three inches. A seedbed is considered firm when a footprint penetrates 1/4 to 1/2 inch deep.

**SEEDING**

Inoculate legumes with the specific inoculum for the species in accordance with the manufacturer’s recommendations. When using a hydroseeder, five times the recommended rate of inoculant shall be added to the hydroseeder. Inoculant shall not be mixed with liquid fertilizer.

Seed may be broadcast or drilled as appropriate to the site.
Seed, fertilize, and time as soon as possible after construction.
Seeding perpendicular to direction of flow is required to limit erosion.
Seed grasses and legumes no more than 1/4 inch deep.

Consider seeding at a lower rate and making 2 passes to ensure more uniform distribution.
Attachment G – Phosphorus Load Delineation Report From PRESTO

PRESTO-Lite Watershed Delineation Report

Reach ID: 200103709
Watershed Name: Upper Pigeon Creek
Waterbody Name: Unnamed
HUC08: Trempealeau River
Watershed Area: 1.34 mi²
Average Annual Precipitation: 32.33 in

Stream Flow

<table>
<thead>
<tr>
<th>Flow Exceedance (%)</th>
<th>Discharge (CFS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>0.84</td>
</tr>
<tr>
<td>10</td>
<td>1.04</td>
</tr>
<tr>
<td>25</td>
<td>0.62</td>
</tr>
<tr>
<td>75</td>
<td>0.44</td>
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<tr>
<td>90</td>
<td>0.33</td>
</tr>
<tr>
<td>95</td>
<td>0.32</td>
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Tributary Stream Type

Landcover

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<th>Type</th>
<th>Length</th>
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<tbody>
<tr>
<td>Coldwater</td>
<td>4919 ft</td>
</tr>
<tr>
<td>Cool-Cold headwater</td>
<td>0 ft</td>
</tr>
<tr>
<td>Cool-Cold mainstream</td>
<td>0 ft</td>
</tr>
<tr>
<td>Cold Headwater</td>
<td>0 ft</td>
</tr>
<tr>
<td>Cool Mainstem</td>
<td>0 ft</td>
</tr>
<tr>
<td>Large River</td>
<td>0 ft</td>
</tr>
<tr>
<td>Muck/Sandbottoms</td>
<td>0 ft</td>
</tr>
<tr>
<td>Warm Headwater</td>
<td>0 ft</td>
</tr>
<tr>
<td>Warm Mainstem</td>
<td>0 ft</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture</td>
<td>0.54 mi²</td>
</tr>
<tr>
<td>Forest</td>
<td>0.39 mi²</td>
</tr>
<tr>
<td>Urban</td>
<td>0.28 mi²</td>
</tr>
<tr>
<td>Grassland</td>
<td>0.09 mi²</td>
</tr>
<tr>
<td>Barren</td>
<td>0.02 mi²</td>
</tr>
<tr>
<td>Wetland</td>
<td>0.01 mi²</td>
</tr>
</tbody>
</table>

PRESTO Phosphorus Load Estimate

Avg. Annual Nonpoint Phosphorus Load (80% Confidence Interval): 880 (433 - 1,792) lbs

Number of Facilities (Individual Facility Information below): 0

Avg. Annual Point-source Phosphorus Load (2019 - 2012 total of all facilities): 0 lbs

Most Likely Point: Nonpoint Phosphorus Ratio: 0% : 100%

Low Estimate Point: Nonpoint Phosphorus Ratio (Adaptive Management): 0% : 100%
Attachment H – West Well Water Report
Attachment I – Operation and Maintenance Plan Monthly Streambank Inspection Report

OPERATION AND MAINTENANCE PLAN
STREAMBANK AND SHORELINE PROTECTION – CODE 580

Landowner:
Ivan “Butch” Kinning
Kinning Circle K LLC.
Location:
Timber Creek

Operator:
Brandon Gottsacker
Prepared by:
Superior Fresh LLC. 5-25-17

Operation and Maintenance Activities

Operation and Maintenance (O&M) is necessary for conserving streambanks and shorelines, as stated in NRCS Code 580. The items listed below will be completed by Superior Fresh, LLC. In efforts to maintain the streambanks and quality of Timber Creek.

Superior Fresh, LLC. perpetually agrees to complete the following O&M activities for as long as Superior Fresh, LLC. receives phosphorus credits for the streambank restoration project:

1. Check all rock riprap sections and other structural sections for accelerated weathering and displacement.

2. Remove all live trees growing in and around the riprap, logs, garbage, or other debris.

3. Maintain growth of proper vegetation, which includes reseeding, fertilization, and herbicide applications when necessary.

4. Significant settlements, sinkholes, holes from burrowing rodents, or gullies along the streambank should be investigated and repaired.

5. Maintained installed fences to control access.

6. Control livestock in all areas along the creek and repair any damages.

7. Repair any vandalism, vehicular, or farming equipment damages.

8. Complete monthly streambank inspections and also inspections after heavy rain events.

Operator’s Signature
Brandon Gottsacker
Date: 5-25-17

Conservationist’s Signature
Michael A. Kinning
Jordan County Engineer Specialist
Date: 5-25-17
Monthly Streambank Inspection Checklist
For
Timber Creek Streambank Restoration Site

1. Do the riprap, plantings, and/or log deflectors show any signs of displacement or damage?  
   | Yes | No |

2. Are there any logs, trees, driftwood, or other debris lodged in or near the riprap?  
   | Yes | No |

3. Is there any sloughing, erosion, or damage to vegetative cover?  
   | Yes | No |

4. If fences are installed, are there any damaged areas allowing access from livestock?  
   | Yes | No |

5. Are there any signs of livestock damage or burrowing rodents along the banks?  
   | Yes | No |

6. Are there any other areas of concern?  
   | Yes | No |

**ATTENTION:** If inspector checks “YES” to any of the conditions above then he/she must take corrective action measures to address the area of concern.

**Corrective Action Description:**

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

**Certification statement:** 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.

**INSPECTOR NAME** ________________________________
**SIGNATURE** ________________________________
**DATE** ____________
**Attachment J – Management Practice Registration Documentation**

*Complete and Add when restoration is complete and established*

---

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

**Water Quality Trading Management**
**Practice Registration**
Form 3400-207 (R 1/14)

Notice: Pursuant to s. 283.84, Wis. Stats., this form must be completed by any WPDDES 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 - 19.35, Wis. Stats.).

<table>
<thead>
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<th>Applicant Information</th>
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<tr>
<td>Permittee Name</td>
</tr>
<tr>
<td>Permit Number W1-</td>
</tr>
<tr>
<td>Facility Address</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>State ZIP Code</td>
</tr>
<tr>
<td>Project Contact Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>State ZIP Code</td>
</tr>
</tbody>
</table>

**Broker/Exchange Information (if applicable)**

Was a broker/exchange be used to facilitate trade?
- Yes
- No

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<thead>
<tr>
<th>Broker/Exchange Organization Name</th>
<th>Contact Name</th>
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<tbody>
<tr>
<td>Address</td>
<td>Phone Number</td>
</tr>
<tr>
<td></td>
<td>Email</td>
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**Trade Registration Information (Use a separate form for each trade agreement)**

<table>
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<tr>
<th>Type</th>
<th>Trade Agreement Number</th>
<th>Practices Used to Generate</th>
<th>Anticipated Load Reduction</th>
<th>Trade Ratio</th>
<th>Method of Quantification</th>
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<td>☐ Urban NPS</td>
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<td>☐ Agricultural NPS</td>
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<table>
<thead>
<tr>
<th>County</th>
<th>Closest Receiving Water Name</th>
<th>Land Parcel ID(s)</th>
<th>Parameter(s) being traded</th>
</tr>
</thead>
</table>

The preparer certifies all of the following:
- 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.

Signature of Preparer: __________________________ Date Signed: __________

**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.

Signature of Authorized Representative: __________________________ Date Signed: __________

---

**Leave Blank – For Department Use Only**

Date Received: __________ Trade Docket Number: ______________________

Entered in Tracking System: ☐ Yes Date Entered: __________ Name of Department Reviewer: ______________________
Attachment K – WQT Trade Agreement No. 1 with Landowner

ACCESS AGREEMENT

This Agreement (hereinafter this “Agreement”) is entered into as of the ___ day of May, 2017, by and between Kinning Circle K, LLC, a Wisconsin limited liability company (hereinafter called “Kinning”), and Superior Fresh LLC, a Wisconsin limited liability company (hereinafter called “Superior Fresh”).

RECITALS

Kinning owns certain property in the Town of Northfield, Jackson County, Wisconsin, that includes Timber Creek. The groundwater on the property owned by Superior Fresh has naturally occurring high concentrations of phosphorous in it so that high levels of phosphorous have been detected in Timber Creek. Superior Fresh has requested and Kinning has agreed to provide an access easement for Superior Fresh to access Timber Creek. Kinning and Superior Fresh enter into this Agreement for the purpose of memorializing their respective rights and obligations with regard to this Agreement and the access easement granted hereunder.

TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Access Easement.** Kinning hereby grants to Superior Fresh and its owners, employees, and agents, a perpetual, non-exclusive access easement across the property described in Exhibit A (hereinafter called the “Property”), which is attached hereto and incorporated herein by this reference, for Superior Fresh to access Timber Creek. This right of access shall include the right, but not the obligation, of Superior Fresh and its owners, employees, and agents to restore the stream bank along Timber Creek, including but not limited to depositing rip rap, soil and other materials along the stream bank to reduce, minimize or prevent soil erosion; to take reasonable actions intended to reduce the amount of phosphorous entering Timber Creek; and to inspect and repair as needed the soil, rip rap, and other materials along the stream bank. For this purpose, Superior Fresh shall also have the right of ingress and egress across adjoining property of Kinning to access other portions of Timber Creek to pursue the rights of Superior Fresh set forth hereinabove.

2. **Indemnification of Superior Fresh.** Kinning hereby covenants and agrees to indemnify and hold Superior Fresh harmless from any personal injury or property damage sustained by Superior Fresh while on the Property but only if such personal injury or property damage results directly from Kinning’s presence on the Property at the time of such injury or property damage. In addition, Kinning agrees to be solely responsible for repairing rip rap and other stream bank improvements made by Superior Fresh along Timber Creek, including but not limited to the cost thereof, in the event the need for such repair arises from Kinning or its employees or agents being on the Property.
3. Expenses: Phosphorous Credits. Subject to the indemnification obligation hereinabove set forth, Superior Fresh shall be solely responsible for all expenses incurred by Superior Fresh in pursuing the rights granted under Section 1 of this Agreement and Superior Fresh shall be the sole owner of all phosphorous reduction or trading credits, and environmental mitigation credits resulting from Superior Fresh’s exercise of the rights granted under Section 1 of this Agreement.

4. Recording. Kinning hereby consents to Superior Fresh recording this Agreement, or a memorandum of this Agreement, in the office of the register of deeds in and for Jackson County, Wisconsin.

5. Setbacks. Kinning covenants and agrees that Kinning shall not, within fifteen (15) feet of the top of the slope of the banks along Timber Creek: (i) allow cattle or other animals to graze, or otherwise feed such animals; (ii) plant, grow or harvest crops; (iii) spread manure or apply other fertilizers; or (iv) make improvements to the Property. In the event Kinning breaches the covenant described hereinabove, Kinning shall pay and be solely responsible for the cost of repairing any damage resulting therefrom, and shall pay and be solely responsible for any penalties imposed by any governmental or regulatory authority as a result of such breach.

6. Miscellaneous.

a. Entire Agreement. This Agreement entered into between the parties hereto constitutes the entire agreement between the parties hereto in respect to the subject matter hereof. Any prior negotiations, agreements or understandings between the parties hereto in respect to the subject matter hereof are merged into and superseded by this Agreement. No provision of this Agreement may be amended or added to except by an instrument in writing of equal formality signed by all of the parties hereto.

b. Paragraph and Other Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe any of its provisions.

c. Time of Essence. Time shall be considered of the essence in construing the provisions of this Agreement.

d. Notices. All notices and reports required hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, addressed as respectively indicated or to such other addresses as shall be indicated by a notice hereunder:

TO: Kinning Circle K, LLC
Attn: Ivan Kinning
N11192 County Road G
Osseo, WI 54758

TO: Superior Fresh LLC
Attn: Brandon Gottsacker
N10512 May Coulee Rd.
Hixton, WI 54635

The parties may, by notice as provided above, designate another or different address to which notice shall be given and all notices shall thereafter be sent to such party at the address so established. If notice is given by mail, the date of mailing shall be considered the date such notice is delivered.

e. Non-Waiver. No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by a party of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right.

f. Authority. The undersigned each warrant that they have been duly authorized to execute this Agreement.

g. Recitals as Part of Agreement. The Recitals are hereby incorporated in this Agreement, constitute a part of this Agreement, and are made a part of this Agreement as fully and completely as if set out herein in their entireties.

h. Governing Law. This Agreement shall be construed exclusively in accordance with and governed exclusively by the laws of the State of Wisconsin.

i. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be one and the same instrument.

j. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

k. Construction Against Drafter. It is acknowledged that each of the parties have had substantial input individually, and by their attorneys, into the drafting of this Agreement. It is, therefore, agreed that this Agreement shall not be construed for or against either of the parties based upon the drafter of the ultimate Agreement.

IN WITNESS WHEREOF, this Agreement shall take effect as of the date first set forth hereinafore.

KINNING CIRCLE K, LLC

By: [Signature]
Ivan E. Kinning, Member

By: [Signature]
Sonja K. Kinning, Member

SUPERIOR FRESH LLC

By: [Signature]
Brandon C. Gottacker, C.O.O.
STATE OF WISCONSIN  )
  J ACKSON  COUNTY  ) SS

Personally came before me this 9th day of May, 2017, the above-named Ivan E. Kinning
and Sonja K. Kinning, to me known to be the people who executed the foregoing Instrument and
acknowledged the same.

KYLIE G APPA
Notary Public
JACKSON County, Wisconsin
My Commission is permanent. (If not, state expiration
date: March 2, 2021)

STATE OF WISCONSIN  )
  J ACKSON  COUNTY  ) SS

Personally came before me this 9th day of May, 2017, the above-named Brandon C.
Gottsacker, to me known to be the person who executed the foregoing Instrument and
acknowledged the same.

KYLIE G APPA
Notary Public
JACKSON County, Wisconsin
My Commission is permanent. (If not, state expiration
date: March 2, 2017)

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Terrence J. Madden
EXHIBIT A

Legal Description

The NW¼ of the NE¼ in Section 18, Township 23 North, Range 6 West, Town of Northfield, Jackson County, Wisconsin, EXCEPT that portion lying West of County Highway “G”.

The SW¼ of the NE¼ in Section 18, Township 23 North, Range 6 West, Town of Northfield, Jackson County, Wisconsin, EXCEPT commencing at the Southwest corner thereof; thence East 15 rods; thence northwesterly to the Northwest corner of SW¼ of the NE¼; thence South to the point of beginning.
# Attachment L – Water Quality Trading Checklist

**State of Wisconsin**  
**Department of Natural Resources**  
**101 South Webster Street**  
**Madison WI 53707-7921**  
[dnr.wi.gov](http://dnr.wi.gov)

**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. 16.31 - 16.39, Wis. Stats.).

## Applicant Information

<table>
<thead>
<tr>
<th>Permittee Name</th>
<th>Permit Number</th>
<th>Facility Site Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superior Fresh LLC</td>
<td>WI-0065200-01</td>
<td>48469</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Facility Address</th>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>N10512 May Coulee Rd</td>
<td>Northfield</td>
<td>WI</td>
<td>54635</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Contact Name (if applicable)</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brandon Gottsacker</td>
<td>N10512 May Coulee Rd</td>
<td>Hixton</td>
<td>WI</td>
<td>54635</td>
</tr>
</tbody>
</table>

## Water Quality Trading Checklist

### Receiving Water Name
- **Pigeon Creek**

### Parameter(s) being traded
- **Phosphorus**

### HUC 12(s)
- **070400050101**

### Credit Generator Information

- **Credit generator type (select all that apply):**
  - [ ] Permitted Discharge (non-MS4CAFO)
  - [ ] Permitted MS4
  - [ ] Permitted CAFO
  - [x] Agricultural nonpoint source discharge
  - [ ] Urban nonpoint source discharge
  - [ ] Other - Specify: 

- **Are any of the credit generators in a different HUC 12 than the applicant?**
  - [ ] Yes: HUC 12: 
  - [x] No

- **Are any of the credit generators downstream of the applicant?**
  - [x] Yes
  - [ ] No

- **Will a broker/exchange be used to facilitate trade?**
  - [ ] Yes (include description and contact information in WQT plan)
  - [x] No

### Point to Point Trades (Traditional Municipal / Industrial, MS4, CAFO)

- **Are each of the point source credit generators identified in this section in compliance with their WDPES permit requirements?**
  - [x] Yes
  - [ ] No

<table>
<thead>
<tr>
<th>Discharge Type</th>
<th>Permit Number</th>
<th>Name</th>
<th>Contact Information</th>
<th>Trade Agreement Number</th>
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<tbody>
<tr>
<td>[ ] Traditional</td>
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<tr>
<td>[ ] MS4</td>
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</table>
### Water Quality Trading Checklist

**Form 3400-208 (1/4)**

#### Page 2 of 3

**Superior Fresh Water Quality Trading Plan**  
3/22/2017

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**Point to Point Trades (Traditional Municipal / Industrial, MS4, CAFO) cont.**

<table>
<thead>
<tr>
<th>Does plan have a narrative that describes:</th>
<th>Plan Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Summary of discharge and existing treatment including optimization</td>
<td>Yes No</td>
</tr>
<tr>
<td>b. Amount of credit being generated</td>
<td>Yes No</td>
</tr>
<tr>
<td>c. Timeline for credits and agreements</td>
<td>Yes No</td>
</tr>
<tr>
<td>d. Method for quantifying credits</td>
<td>Yes No</td>
</tr>
<tr>
<td>e. Tracking and verification procedures</td>
<td>Yes No</td>
</tr>
<tr>
<td>f. Location of credit generator in proximity to receiving water and credit user</td>
<td>Yes No</td>
</tr>
<tr>
<td>g. Other: _____________________________</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

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**Point to Nonpoint Trades (Non-Permitted Urban, Agricultural, Other)**

<table>
<thead>
<tr>
<th>Discharge Type</th>
<th>Practices Used to Generate Credits</th>
<th>Method of Quantification</th>
<th>Trade Agreement Number</th>
<th>Have the practice(s) been formally registered?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Urban NPS</td>
<td>Streambank Restoration and Protection</td>
<td>NRCS Soil Erosion Estimator, Soil Samples</td>
<td>Agreement Number 1.</td>
<td>Yes No Only in part</td>
</tr>
<tr>
<td>☐ Urban NPS</td>
<td>Agreeement with landowner-Kinning Circle K LLC</td>
<td></td>
<td></td>
<td>Yes No Only in part</td>
</tr>
<tr>
<td>☐ Urban NPS</td>
<td></td>
<td></td>
<td></td>
<td>Yes No Only in part</td>
</tr>
<tr>
<td>☐ Urban NPS</td>
<td></td>
<td></td>
<td></td>
<td>Yes No Only in part</td>
</tr>
<tr>
<td>☐ Urban NPS</td>
<td></td>
<td></td>
<td></td>
<td>Yes No Only in part</td>
</tr>
<tr>
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<tr>
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<tr>
<td>☐ Urban NPS</td>
<td></td>
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<td></td>
<td>Yes No Only in part</td>
</tr>
</tbody>
</table>

---

Does plan have a narrative that describes:

<table>
<thead>
<tr>
<th></th>
<th>Plan Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Description of existing land uses</td>
<td>Yes No 3.1</td>
</tr>
<tr>
<td>b. Management practices used to generate credits</td>
<td>Yes No 3.3</td>
</tr>
<tr>
<td>c. Amount of credit being generated</td>
<td>Yes No 4.3</td>
</tr>
<tr>
<td>d. Description of applicable trade ratio per agreement/management practice</td>
<td>Yes No 4.1</td>
</tr>
<tr>
<td>e. Location where credits will be generated</td>
<td>Yes No 3.1</td>
</tr>
<tr>
<td>f. Timeline for credits and agreements</td>
<td>Yes No 5.1</td>
</tr>
<tr>
<td>g. Method for quantifying credits</td>
<td>Yes No 4.3</td>
</tr>
</tbody>
</table>
## Water Quality Trading Checklist

<table>
<thead>
<tr>
<th>Does plan have a narrative that describes:</th>
<th>Plan Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>h. Tracking procedures</td>
<td>Yes  No 6</td>
</tr>
<tr>
<td>i. Conditions under which the management practices may be inspected</td>
<td>Yes  No 6.1</td>
</tr>
<tr>
<td>j. Reporting requirements should the management practice fail</td>
<td>Yes  No 6.3</td>
</tr>
<tr>
<td>k. Operation and maintenance plan for each management practice</td>
<td>Yes  No 6.2</td>
</tr>
<tr>
<td>l. Location of credit generating in proximity to receiving water and credit user</td>
<td>Yes  No 2.2</td>
</tr>
<tr>
<td>m. Practice registration documents, if available</td>
<td>Yes  No Attachment I</td>
</tr>
<tr>
<td>n. History of project site(s)</td>
<td>Yes  No 3.1</td>
</tr>
<tr>
<td>o. Other:</td>
<td>Yes  No N/A</td>
</tr>
</tbody>
</table>

The preparer certifies 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.

**Signature of Preparer**

[Signature]

**Date Signed**

5/29/17

**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.

**Signature of Authorized Representative**

[Signature]

**Date Signed**

6/30/2017
Attachment M – Photos of Timber Creek prior to Restoration