

**WATER QUALITY TRADING CREDIT AGREEMENT**

between  
**Anne Arundel County, Maryland – Credit Buyer**  
and  
**Walter Witt & Martha Witt – Credit Generator**

**THIS WATER QUALITY TRADING CREDIT AGREEMENT** (“Agreement”), made this 6th day of May, 2020, (“Effective Date”) by and among, Walter Witt and Martha Witt, as generator, with an address of P.O. Box 629, Shady Side, Maryland 20764 (collectively, “Credit Generator”), and Anne Arundel County, Maryland with an address of Department of Public Works – Bureau of Engineering – WPRP, 2662 Riva Road, Annapolis, Maryland 21401 (“Credit Buyer”) (Credit Generator and Credit Buyer are collectively referred to herein as the “Parties”).<sup>1</sup>

**WITNESSETH:**

**WHEREAS**, Credit Buyer is subject to a State of Maryland General Permit for Discharges from Stormwater Associated with Industrial Activities, Discharge Permit No. \_\_\_\_\_, NPDES Permit No. \_\_\_\_\_, issued for the period of \_\_\_\_\_ through \_\_\_\_\_ (“Discharge Permit”), by the Maryland Department of the Environment (“MDE”) and the Oyster Aquaculture Lease Number AA704;

**WHEREAS**, Credit Buyer’s permit has been modified to allow the purchase of certain credits pursuant to the Maryland Water Quality Trading Program set forth under COMAR 26.08.11, to meet the requirements of its Discharge Permit for the calendar year ending 2019;

**WHEREAS**, Credit Buyer desires to obtain from Credit Generator, and Credit Generator desires to trade to Credit Buyer, certain certified credits pursuant to the Maryland Water Quality Trading Program set forth under COMAR 26.08.11;

**WHEREAS**, pursuant to a letter dated January 13, 2020, Credit Seller was notified by MDE verifying the number of credits for calendar year 2019 for nitrogen and phosphorus allowable for trade;

**WHEREAS**, Maryland Seafood Cooperative, as broker, is assisting the Parties with the credit trade; and

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<sup>1</sup> All terms defined under COMAR 26.08.11.03 are accorded those same definitions when used in this Agreement.

**WHEREAS**, MDE and the Credit Buyer recognize nitrogen and phosphorus can be converted to impervious acre equivalents.<sup>2</sup>

**NOW, THEREFORE**, for and in consideration of foregoing recitals which are hereby incorporated herein and the mutual covenants herein contained it is agreed by and between the Parties as follows.

#### **ARTICLE I - TERM**

A. This Agreement shall have a term of one (1) year commencing from the Effective Date, unless otherwise provided by written amendment by the Parties or by the State of Maryland's regulatory provisions affecting the trade of credits.

#### **ARTICLE II –CREDIT BUYER'S DUTIES AND RESPONSIBILITIES**

A. Credit Buyer represents and warrants that it is authorized to execute the terms of the Agreement and has taken all of the steps necessary to enter into this Agreement in accordance with governing law.

B. Upon execution of this Agreement, and the payment of four-thousand-nine-hundred-fifty (\$4,950.00) within thirty (30) days of the Effective Date by Credit Buyer to Credit Generator, Credit Generator trades to Credit Buyer 3 Total impervious acre equivalent credits (107 pounds of Total Nitrogen and 12 pounds of Total Phosphorus) for the calendar year 2019.

C. Pursuant to COMAR 26.08.11.08, in the event of a default of this Agreement, the expiration of a credit(s), or suspension or revocation of a credit(s), Credit Buyer remains responsible for complying with any applicable permits or other regulatory requirements that the Credits were intended to satisfy.

D. Pursuant to COMAR 26.08.11.10, Credit Buyer shall notify MDE about the credit trade by filing a form provided by MDE within fifteen (15) days after the trade, and Credit Buyer shall take whatever additional actions are necessary to satisfy all regulatory requirements with respect to Credit Generator trading credits to Credit Buyer.

#### **ARTICLE III – CREDIT SELLER'S DUTIES AND RESPONSIBILITIES**

A. Credit Generator represents and warrants that it has achieved permit compliance and is otherwise in compliance with all relevant local, state, and federal environmental laws, including but not limited to the Maryland Water Quality Trading Program regulations under COMAR 26.08.11.

B. Credit Generator hereby trades credits to Credit Buyer as provided under Article II B of this Agreement.

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<sup>2</sup> Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated; Guidance for National Pollutant Discharge Elimination System Storm Permits, December 2019, MDE

#### **ARTICLE IV – NOTICE**

Notice by one party to the other party under this Agreement shall be made in writing and delivered in person or by United States Postal Service, Certified Mail, Return Receipt Requested. Notice by Credit Buyer to Credit Generator shall be addressed as set forth in the introductory paragraph of this Agreement. Notice by Credit Generator to Credit Buyer shall be addresses as set forth in the introductory paragraph of this Agreement.

#### **ARTICLE VI - GENERAL CONDITIONS**

- A. The Agreement is governed by the laws of the State of Maryland.
- B. The Parties agrees to execute any documents and take such other actions as the other party may reasonably request in order to consummate the transactions provided for herein and to accomplish the purposes of this Agreement.
- C. This Agreement includes the entire agreement between the Parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

**IN WITNESS WHEREOF**, the duly authorized representatives of Credit Buyer and Credit Generator hereby execute this Agreement on the day and year first written above.

[remainder of page intentionally left blank; signature pages follow]

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

DocuSigned by:  
Bonnie Barrett  
5117BEAD44FE490  
Witness

DocuSigned by:  
Benjamin J. Birge 5/6/2020  
7439046DE99C4B1...  
By: Benjamin J. Birge Date (Seal)  
Title: Chief Administrative Officer

Witness Signature

WALTER WITT AND MARTHA WITT  
5/1/2020  
DocuSigned by:  
Walter Witt 5/1/2020  
405CA32D181D488  
DocuSigned by:  
Walter Witt 5/1/2020  
405CA32D181D488  
By: walter witt Date (Seal)  
Title: owner walter witt  
owner

Approved for form and Legal Sufficiency,  
Gregory Swain, County Attorney

DocuSigned by:  
Jason Fetterman 5/6/2020  
A0A670BCD556475  
By: Jason Fetterman, Date  
Senior Assistant County Attorney

Approved.

DocuSigned by:  
ABH 5/8/2020  
8965BFE8A83462  
Purchasing Agent Date

Approved as to availability of funds.

DocuSigned by:  
Karin M. Zwade 5/6/2020  
C09022C105334CB  
Controller Date

Approved.

DocuSigned by:  
Christopher J. Phipps 5/6/2020  
307D4D83EDC54FE  
Christopher J. Phipps Date  
Department of Public Works

WITNESS/ATTEST:

[CREDIT GENERATOR]

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name: Walter Witt

**STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:**

I **HEREBY CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the \_\_\_\_\_ of \_\_\_\_\_, whose name is subscribed to the within Agreement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

**AS WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

WITNESS/ATTEST:

**[CREDIT GENERATOR]**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name: Martha Witt

**STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:**

**I HEREBY CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the \_\_\_\_\_ of \_\_\_\_\_, whose name is subscribed to the within Agreement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

**AS WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

WITNESS/ATTEST:

[ANNE ARUNDEL COUNTY,  
MARYLAND, CREDIT BUYER]

DocuSigned by:  
Bonnie Barrett  
5117BEAD44FE490  
Name: \_\_\_\_\_

BY: DocuSigned by:  
Benjamin J. Birge 5/6/2020  
7438945DF09C4B1  
Name: Benjamin J. Birge  
Title: CAO

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 7th day of May, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Benjamin J. Birge to me (or satisfactorily proven) to be the CAO of Anne Arundel County, whose name is subscribed to the within Agreement and acknowledged that she/he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

DocuSigned by:  
Diana Dawn Holloway  
004827E6AA984E3...  
Notary Public  
My Commission Expires: 11/7/22

DIANA DAWN HOLLOWAY  
Notary Public  
Queen Anne's County, Maryland  
My Commission Expires 11/7/2022

AFTER RECORDING THIS AGREEMENT, PLEASE RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_

