



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5**

**In the Matter of:** ) **Docket No. CWA-05-2018-0002**  
)  
**Rutlin Cranberry Company, Inc.,** ) **Proceeding to Assess a Class II Civil Penalty**  
) **Under Section 309(g) of the Clean Water Act,**  
**Warrens, Wisconsin,** ) **33 U.S.C. § 1319(g)**  
)  
**Respondent.** )

**CONSENT AGREEMENT AND FINAL ORDER**

**JURISDICTIONAL ALLEGATIONS**

1. This is an administrative action commenced and concluded under Section 309(g) of the Clean Water Act (CWA), 33 U.S.C. § 1319(g), and Sections 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (the Consolidated Rules) as codified at 40 C.F.R. Part 22, for violations of Section 301(a) of the CWA, 33 U.S.C. §1311(a).

2. According to 40 C.F.R. § 22.13(b), where the parties agree to settle one or more causes of action before the filing of a complaint, an administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO).

3. Complainant is, by lawful delegation, the Director of the Water Division, Region 5, U.S. Environmental Protection Agency (EPA).

4. Respondent is Rutlin Cranberry Company, Inc.; 30693 Exodus Avenue; Warrens, Wisconsin 54666.

5. The Parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondent consents to the terms of this CAFO, including the assessment of the civil penalty specified below.

(10)

## JURISDICTION AND WAIVER OF RIGHT TO HEARING

7. Respondent stipulates that EPA has jurisdiction over the subject matter of this CAFO and waives any jurisdictional objections it may have.

8. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and its right to appeal this CAFO.

9. By executing this CAFO, the Respondent neither admits nor denies liability and neither admits nor denies Complainant's factual allegations set forth in this CAFO.

## STATUTORY AND REGULATORY BACKGROUND

10. Section 309(g) of the CWA, 33 U.S.C. § 1319(g), states that: "Whenever, on the basis of any information available the Administrator finds that any person has violated [Section 301 of the CWA, 33 U.S.C. § 1311], . . . the Administrator . . . may, after consultation with the State in which the violation occurs, assess a . . . class II civil penalty under [Section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B)]."

11. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), states that "Except as in compliance with [Section 404 of the CWA] the discharge of any pollutant by any person shall be unlawful."

12. Section 404(a) of the CWA, 33 U.S.C. § 1344(a), states: "The Secretary [of the Army] may issue permits . . . for the discharge of dredged or fill material into the navigable waters at specified disposal sites."

13. Section 502(12)(A) of the CWA, 33 U.S.C. § 1362(12)(A), defines a "discharge of pollutants" as "any addition of any pollutant to navigable waters from any point source."

14. Section 502(14) of the CWA, 33 U.S.C. § 1362(14), defines “point source” as “any discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, . . . [or] discrete fissure . . . from which pollutants are or may be discharged.”

15. Section 502(6) of the CWA, 33 U.S.C. § 1362(6), defines “pollutant” as “dredged spoil, solid waste, . . . biological materials, . . . rock, sand [or] agricultural waste discharged into water.”

16. Section 502(7) of the CWA, 33 U.S.C. § 1362(7), defines “navigable waters” as “the waters of the United States . . . .”

17. Federal regulations, at 40 C.F.R. § 232.2, define the term “waters of the United States” to include rivers, streams and “wetlands.”

18. Federal regulations, at 40 C.F.R. § 230.3(t), define “wetlands” as “those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.”

19. The Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701 note, and its implementing regulations at 40 C.F.R. Part 19, increased the statutory maximum penalty under Section 309(g)(2)(B) of the CWA, 42 U.S.C. § 1319(g)(2)(B), for violations occurring between January 12, 2009 and December 6, 2013, from \$10,000 to \$16,000 per day of violation and from a \$125,000 to a \$177,500 maximum penalty.

## FINDINGS OF FACT

20. The Respondent in this action is: Rutlin Cranberry Company, Inc.; 30693 Exodus Avenue; Warrens, Wisconsin 54666.

21. Respondent Rutlin Cranberry Company, Inc. (Respondent) is a corporation organized under the laws of the State of Wisconsin.

22. The Site subject to this Order is an 80-acre piece of forested and marshy ground, between Copper Road and the East Fork of the Lemonweir River (EFLR), ½ mile north of Wyeville, Monroe County, Wisconsin (Site).

23. Between the fall of 2006 and the winter of 2008-2009, Respondent installed 5 nine-acre cranberry beds and an adjacent 15-acre reservoir at the Site by mechanically clearing vegetation and top soils, excavating and shaping subsoil sands and the dredged top soil to create reservoir and bed perimeter dikes and ditches. The reservoir connects further westward to the East Fork of the Lemonweir River via a water control structure. Respondent installed the cranberry beds and reservoir with backhoes and quad axle trucks.

24. During the winter of 2011-2012, Respondent began a 9-acre reservoir expansion project at the Site by discharging soil for an access road/perimeter dike, mechanically clearing organic debris and top soils and excavating and stockpiling subsoil sands. Respondent used a tracked backhoe and bulldozers for the reservoir expansion.

25. The activities by Respondent in paragraphs 23 and 24 resulted in the discharge of fill and dredged material to 8.14 acres of wet meadow, shrub scrub and hardwood swamp wetlands, and the excavation to open water of 15.57 acres of wet meadow, shrub scrub and hardwood swamp wetlands. In total, Respondent disturbed 23.71 acres of hardwood swamp, shrub scrub, wet meadow and emergent wetlands.

**JURISDICTIONAL ALLEGATIONS AND CONCLUSIONS OF LAW**

26. At all times relevant to this Order, Respondent has been a “person” as defined in Section 502(5) of the CWA, 33 U.S.C. § 1362(5).

27. The machinery referenced in paragraphs 23 and 24 constitute "point sources" within the meaning of the definition set forth in Section 502(14) of the CWA, 33 U.S.C. § 1362(14).

28. The dredged and fill material referenced in paragraph 25 constitutes "pollutants" as defined in Section 502(6) of the CWA, 33 U.S.C. § 1362(6).

29. Prior to 2006, the Site contained wetlands as defined by 40 C.F.R. § 232.2.

30. The wetlands were adjacent to the EFLR and flowed into the waters of the South Fork of the Lemonweir River – forming the Lemonweir River. The Lemonweir River flows in a southeasterly direction approximately 29.95 river miles and becomes a traditional navigable water.

31. The Lemonweir River has a relatively permanent flow, is a tributary of the Wisconsin River, and is a traditional navigable water. The Wisconsin River is a traditional navigable water. Traditional navigable waters include waters designated by the U.S. Army Corps of Engineers as Section 10 waters under the Rivers and Harbors Act. The U.S. Army Corps of Engineers designated the Wisconsin River in the vicinity of the Site as a Section 10 water.

32. The 23.71 acres of wetlands disturbed by the activities referenced in paragraphs 23 and 24 above are “waters of the United States” as defined at 40 C.F.R. § 232.2, and “navigable waters,” as defined at Section 502(7) of the CWA, 33 U.S.C. § 1362(7).

33. The addition of dredged and fill material into the wetlands referenced in paragraph 22 constitutes a "discharge of pollutants" from a "point source," as referenced in paragraphs 23 and 24 within the meaning of the definitions set forth in Section 502(12) and (14) of the CWA, 33 U.S.C. § 1362(12) and (14).

34. At no time from the first date of the activities described in paragraphs 23 and 24 to the present did Respondent have a permit issued under Section 404 of the CWA, 33 U.S.C. § 1344, for the discharge of pollutants.

35. Each discharge of pollutants into navigable waters without a permit issued pursuant to Section 404 of the CWA, 33 U.S.C. § 1344, constitutes a discrete violation of Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

36. Each day the discharged material remains in the wetlands without the required permit issued pursuant to Section 404 of the CWA, 33 U.S.C. § 1344, constitutes a discrete violation of Section 301 of the CWA, 33 U.S.C. § 1311.

#### **SUPPLEMENTAL ENVIRONMENT PROJECT**

37. Respondent must complete a supplemental environmental project (SEP) designed to protect the environment by creating 3.18 acres of wetlands and a 2.36-acre buffer area in upland areas amongst otherwise restored wetlands disturbed between 2006-2012 (see Plan Sheet 2, attached to Appendix A).

38. In creating this wetlands and buffer area, Respondent must follow the procedures set forth in Appendix A.

39. Respondent must spend at least \$100,800 to complete the wetlands creation and buffer area SEP.

TKR

40. Respondent certifies as follows:

I certify that all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Rutlin Cranberry Company, Inc. in good faith estimates that the cost to implement the SEP is \$370,687.

I certify that Rutlin Cranberry Company, Inc. is not required to perform or develop the SEP by any law, regulation, order, or agreement or as injunctive relief as of the date that I am signing this CAFO. I further certify that Rutlin Cranberry Company, Inc. has not received, and is not negotiating to receive, credit for the SEP in any other enforcement action.

I certify that Rutlin Cranberry Company, Inc. is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. I further certify that, to the best of my knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date that I am signing this CAFO (unless the project was barred from funding as statutorily ineligible). For purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not expired.

41. EPA may inspect the facility at any time to monitor Respondent's compliance with this CAFO's SEP requirements upon twenty-four (24) hours written or verbal notice to Respondent.

42. According to the schedule approved by EPA pursuant to the provisions of Appendix A, Respondent must submit a SEP Completion Report to EPA. This report may be submitted in conjunction with the As Built Restoration Plan set forth in the Administrative Order on Consent in this matter. This report must contain the following information:

- a. Detailed description of the SEP as completed;
- b. Description of any operating problems and the actions taken to correct the problems;

- c. Itemized cost of goods and services used to complete the SEP documented by copies of invoices, purchase orders or cancelled checks when work is done by a third party, or by a monthly summary of hours, equipment, supplies and rates when work is done by the Respondent or an affiliated company.
- d. Certification that Respondent has completed the SEP in compliance with this CAFO, including certifying the verification of grades submitted pursuant to paragraph 2a of Appendix A, and the completion of planting and seeding submitted pursuant to paragraph 2b of Appendix A; and
- e. Description of the environmental benefits resulting from the SEP (quantify the benefits and pollution reductions, if feasible).
- f. The SEP completion report shall include the following certification:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, it is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

43. Following receipt of the SEP completion report described in paragraph 42, above, EPA must notify Respondent in writing that:

- a. It has satisfactorily completed the SEP and the SEP report;
- b. There are deficiencies in the SEP as completed or in the SEP report and EPA will give Respondent 30 days to correct the deficiencies under paragraph 44; or
- c. It has not satisfactorily completed the SEP or the SEP report and EPA will seek stipulated penalties under paragraph 45.

44. If EPA exercises option b above, Respondent may object in writing to the deficiency notice within 10 days of receiving the notice. The parties will have 30 days from EPA's receipt of Respondent's objection to reach an agreement. If the parties cannot reach an agreement, EPA will give Respondent a written decision on its objection. Respondent will comply with any requirement that EPA imposes in its decision. If Respondent does not complete



the SEP as required by EPA's decision, Respondent will pay stipulated penalties to the United States under paragraph 45, below.

45. If Respondent violates any requirement of this CAFO relating to the SEP,

Respondent must pay stipulated penalties to the United States as follows:

- a. Except as provided in subparagraph b, below, if Respondent did not complete the SEP satisfactorily according to the requirements of this CAFO, including the schedule submitted pursuant to Appendix A, Respondent must pay a penalty of \$75,600.
- b. If Respondent did not complete the SEP satisfactorily, but EPA determines that Respondent made good faith and timely efforts to complete the SEP and certified, with supporting documents, that it spent at least 90 percent of the amount set forth in paragraph 39, Respondent will not be liable for any stipulated penalty under subparagraph a, above.
- c. If Respondent completed the SEP satisfactorily, but spent less than 90 percent of the amount set forth in paragraph 39, Respondent must pay a penalty of \$10,080.
- d. If Respondent did not submit timely the SEP completion report or any other report required by paragraphs 1, 2a, 2b and 2d in Appendix A, Respondent must pay penalties in the following amounts for each day after the report was due until it submits the report:

<u>Penalty per violation per day</u>	<u>Period of violation</u>
\$ 300	1 <sup>st</sup> through 90 <sup>th</sup> day
\$ 500	91 <sup>st</sup> through 180 <sup>th</sup> day
\$ 700	181 <sup>st</sup> day and beyond

46. EPA's determinations of whether Respondent completed the SEP satisfactorily and whether Respondent made good faith and timely efforts to complete the SEP will bind Respondent.

47. Respondent must pay any stipulated penalties within 15 days of receiving EPA's written demand for the penalties. Respondent will use the method of payment specified in paragraph 51 below, and will pay interest and nonpayment penalties on any overdue amounts.

48. Any public statement that Respondent makes referring to the SEP must include the following language: "Rutlin Cranberry Company, Inc. undertook this project under the settlement of the United States Environmental Protection Agency's enforcement action against Rutlin Cranberry Company for violations of the Clean Water Act."

49. For federal income tax purposes, Respondent will neither capitalize into inventory or basis, nor deduct any costs or expenditures incurred in performing the SEP.

### CIVIL PENALTY

50. Based on an analysis of the factors as specified in Section 309(g)(3) of the CWA, 33 U.S.C. § 1319(g)(3), the facts of this case, and Respondent's agreement to perform a SEP, Complainant has determined that an appropriate civil penalty to settle this action is \$25,000.00.

51. Within 30 days after the effective date of this CAFO, Respondent must pay the civil penalty by electronic funds transfer, payable to "Treasurer, United States of America," and sent to:

Federal Reserve Bank of New York  
ABA No. 021030004  
Account No. 68010727  
33 Liberty Street  
New York, New York 10045  
Field Tag 4200 of the Fedwire message should read:  
"D68010727 Environmental Protection Agency"

In the comment or description field of the electronic funds transfer, state Respondent's name and the docket number of this CAFO.

52. A transmittal letter, stating Respondent's name, the case title, Respondent's complete address and the case docket number must accompany the payment. Respondent must send a copy of the check and transmittal letter to:



Regional Hearing Clerk (E-19J)  
U.S. EPA, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

Gregory Carlson (WW-16J)  
U.S. EPA, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

Matthew R. Dawson (C-14J)  
Office of Regional Counsel  
U.S. EPA, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

53. This civil penalty is not deductible for federal tax purposes.

54. If Respondent does not timely pay the civil penalty, EPA may bring an action to collect any unpaid portion of the penalty with interest, nonpayment penalties and the United States' enforcement expenses for the collection action. Respondent acknowledges that the validity, amount and appropriateness of the civil penalty are not reviewable in a collection action.

55. Respondent must pay the following on any amount overdue under this CAFO. Interest will accrue on any overdue amount from the date payment was due at a rate established by the Secretary of the Treasury pursuant to 26 U.S.C. § 6621(a)(2). Respondent must pay the United States' enforcement expenses, including but not limited to attorney's fees and costs incurred by the United States for collection proceedings. In addition, Respondent must pay a quarterly nonpayment penalty each quarter during which the assessed penalty is overdue.

#### **GENERAL PROVISIONS**

56. Consistent with the Standing Order Authorizing E-Mail Service of Orders and Other Documents Issued by the Regional Administrator or Regional Judicial Officer under the

Consolidated Rules, dated March 27, 2015, the parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: dawson.matthew@epa.gov (for Complainant), and pkent@staffordlaw.com (for Respondent). The parties waive their right to service by the methods specified in 40 C.F.R. § 22.6.

57. This CAFO resolves Respondent's liability, and any liability of the Respondent's owners, parents, subsidiaries, affiliates, related corporations and entities, insurers, reinsurers, indemnitors, stockholders, officers, directors, employees, agents, servants, successors and assigns for only federal civil penalties for the violations and facts alleged in this CAFO.

58. This CAFO does not affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

59. This CAFO does not affect Respondent's responsibility to comply with the CWA or other applicable federal, state and local laws or regulations.

60. This CAFO is a "final order" for the purposes of any future enforcement action under Section 309 of the CWA, 33 U.S.C. § 1319.

61. The terms of this CAFO bind Respondent and Respondent's owners, parents, subsidiaries, affiliates, related corporations and entities, insurer's, reinsurers, indemnitors, stockholders, officers, directors, employees, agents, successors and assigns.

62. Each person signing this consent agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

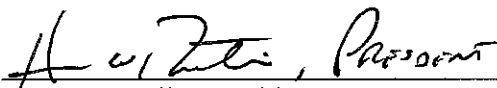
63. Each party agrees to bear its own costs and fees, including attorneys' fees, in this action.



64. The effective date of this CAFO is the date it is filed with the Regional Hearing Clerk, after having been signed by the Regional Judicial Officer and subject to the requirements of Section 309(g)(4)(C) of the CWA, 33 U.S.C. § 1319(g)(4)(C).

65. Complainant is providing public notice of and reasonable opportunity to comment on the proposed issuance of the CAFO according to Section 309(g)(4) of the CWA, 33 U.S.C. § 1319(g)(4).

Date: 12/11/17

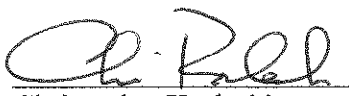
  
Kurt W. Rutlin, President  
Rutlin Cranberry Company, Inc.

**In the Matter of:**

**Rutlin Cranberry Company, Inc.**

**Docket No.:**

Date: 12/28/17

  
Christopher Korleski  
Director, Water Division  
U.S. Environmental Protection Agency  
Region 5

**In the Matter of:**

**Rutlin Cranberry Company, Inc.**

**Docket No. CWA-05-2018-0002**

**FINAL ORDER**

This Consent Agreement and Final Order, as agreed to by the parties, will become effective immediately upon filing with the Regional Hearing Clerk. **IT IS SO ORDERED.**

Date: \_\_\_\_\_

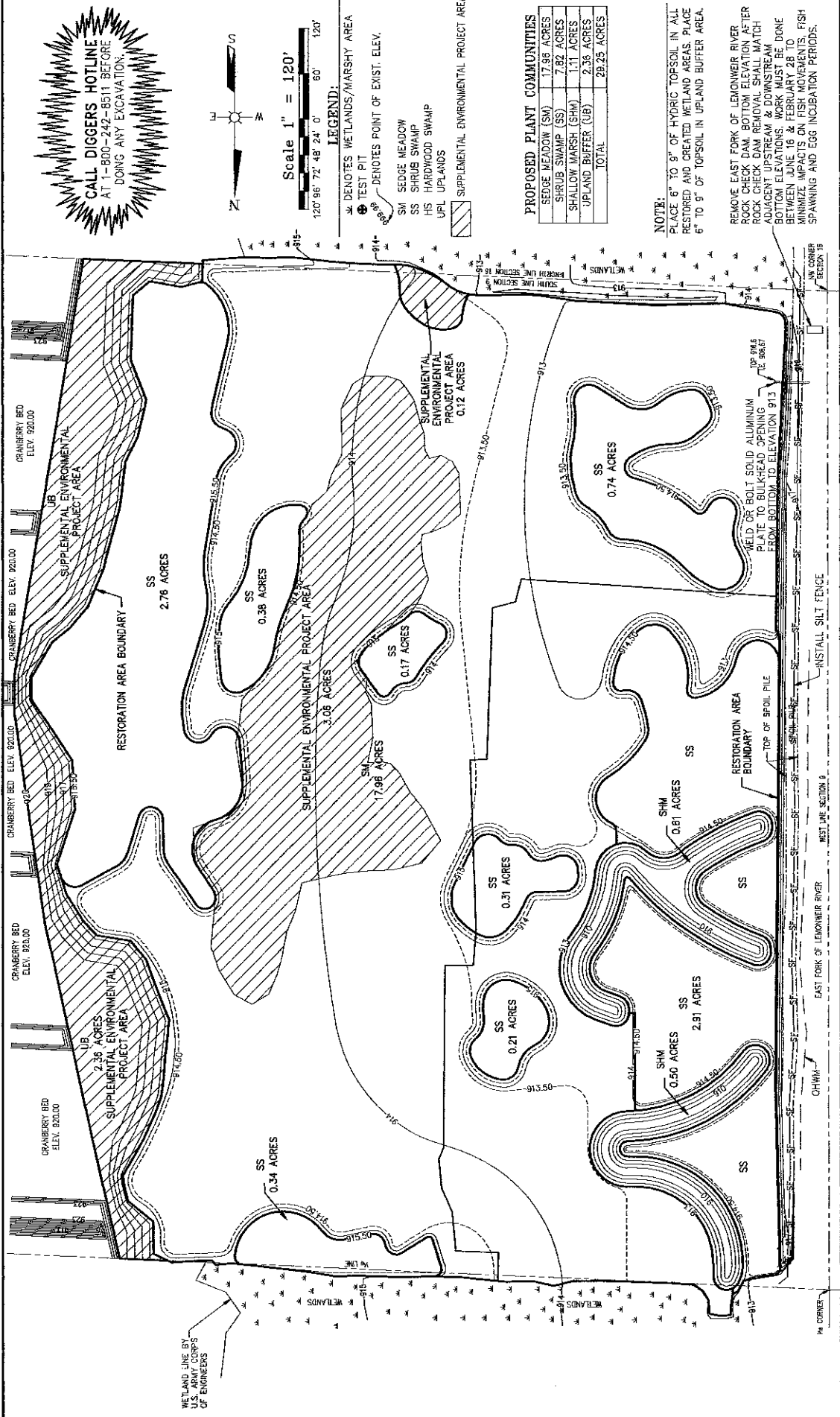
By: \_\_\_\_\_  
Ann Coyle  
Regional Judicial Officer  
U.S. Environmental Protection Agency  
Region 5

## Appendix A

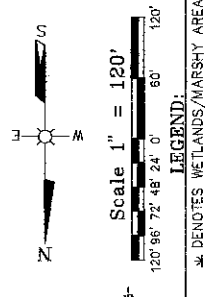
1. Within 30 calendar days of the effective date of this Consent Agreement and Final Order (CAFO), Respondent must submit a Supplemental Environmental Project Plan (the Plan) and schedule for EPA approval to create wetlands and a buffer area from uplands. This Plan can be submitted in conjunction with the Restoration Plan required under the Administrative Order on Consent in this matter. Upon EPA approval of the Plan and schedule, Respondent must implement the Plan according to the approved schedule. The wetland creation and buffer area shall be located at a restored wetland complex as set forth in Plan Sheet 2.

2. The Plan shall be incorporated into and fully enforceable under the requirements of this CAFO. Respondent must complete implementation of the Plan in sequential stages according to the functional elements and time schedules below:

- a. Bring the wetland creation and buffer areas to the approved grade, including a black topsoil layer at least six (6) inches thick in the wetland creation area, within 24 months of the CAFO's effective date. Respondent shall provide a vertical elevation survey at one foot contour intervals of the Plan area within 45 days of grading completion. EPA shall provide written approval of grades or direct the alteration of grades if the Plan is not met;
- b. Complete planting and seeding of the created wetland and buffer areas by the next spring growing season or fall dormant season following the completion of grading activities. Respondents must have EPA's written approval of the as built grading plan prior to planting or seeding;
- c. Once Respondent has completed site grading, planting and seeding, Respondent shall submit the SEP Completion Report to EPA.
- d. Biannually monitor the vegetative regrowth of the planted and seeded species within the Plan area according to the timing and vegetative regrowth standards noted in the Plan. Biannual monitoring begins the first full growing season after completion of grading and planting and seeding activities and continues for 10 years. Respondent shall monitor in July and submit a Biannual Monitoring Report by September 15<sup>th</sup> (or next business day if the 15<sup>th</sup> falls on a Saturday, Sunday or Federal holiday) upon completion of each biannual monitoring period; and
- e. Annually perform physical, chemical or biological treatments of all invasive or non-native plant species found growing within the Plan area. Invasive or non- native plant species are identified on the University of Wisconsin at Madison's herbarium website. All treatments will be noted in the biannual monitoring reports.



**CALL DIGGERS HOTLINE**  
 AT 1-800-242-8511 BEFORE  
 DOING ANY EXCAVATION.



**LEGEND:**  
 \* DENOTES WETLANDS/MARSHY AREA  
 ⊕ TEST PIT  
 ⊕ DENOTES POINT OF EXIST. ELEV.

SM SEDGE MEADOW  
 SS SHRUB SWAMP  
 SHM SHALLOW MARSH  
 HS HARDWOOD SWAMP  
 UPL UPLANDS  
 [Hatched Pattern] SUPPLEMENTAL ENVIRONMENTAL PROJECT AREA

**PROPOSED PLANT COMMUNITIES**

SEdge MEADOW (SM)	17.96 ACRES
SHRUB SWAMP (SS)	7.82 ACRES
SHALLOW MARSH (SHM)	1.11 ACRES
UPLAND BUFFER (UB)	2.36 ACRES
<b>TOTAL</b>	<b>29.25 ACRES</b>

**NOTE:**  
 PLACE 6" TO 9" OF HYDRIC TOPSOIL IN ALL RESTORED AND CREATED WETLAND AREAS. PLACE 6" TO 9" OF TOPSOIL IN UPLAND BUFFER AREA.

REMOVE EAST FORK OF LEMMONIER RIVER ROCK CHECK DAM. BOTTOM ELEVATION AFTER ROCK CHECK DAM REMOVAL SHALL MATCH ADJACENT UPSTREAM & DOWNSTREAM BOTTOM ELEVATIONS. WORK MUST BE DONE BETWEEN JUNE 16 & FEBRUARY 28 TO MINIMIZE IMPACTS ON FISH MOVEMENTS, FISH SPawning AND EGG INCUBATION PERIODS.

<p>ESP GROUP, INC.  <b>LAMPERT-LEE &amp; ASSOCIATES</b>                  ENGINEERS • SURVEYORS • PLANNERS                  10988 State Hwy. 54 East • Wisconsin Rapids, WI 54484-8718                  TELEPHONE 715-424-3131 • FAX 715-423-8774</p>		<p><b>CLIENT:</b> RIVERSIDE CRANBERRIES - KURT RUTLIN  <b>PROJECT:</b> WETLAND RESTORATION  <b>TITLE:</b> PROPOSED WETLAND COMMUNITIES &amp; PROPOSED CONTOURS</p>							
<p><b>DESIGNER:</b> LARRY KOOPMAN  <b>DRAWN BY:</b> PAT PAZUREK  <b>DATE:</b> OCTOBER 10, 2016</p>		<p><b>DWG. NO.:</b> 9634-0-28-B  <b>PROJECT NO.:</b> 12-057  <b>PLAN SHEET:</b> SHEET <b>2</b> OF <b>2</b>  <b>DATE:</b> 2012 - 2014</p>							
<p><b>REVISIONS</b></p> <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>4/26/17</td> <td>ADDED SEP AREAS</td> </tr> <tr> <td>8/2/17</td> <td>ADDED SILT FENCE</td> </tr> </tbody> </table>		DATE	DESCRIPTION	4/26/17	ADDED SEP AREAS	8/2/17	ADDED SILT FENCE	<p><b>CHECKED BY:</b> _____  <b>DATE:</b> _____</p>	
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