



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

**1595 WYNKOOP STREET
DENVER, CO 80202-1129**

Phone 800-227-8917

<http://www.epa.gov/region08>

August 27, 2020

11:55 AM

Received by

EPA Region VIII

Hearing Clerk

DOCKET NO.: SDWA-08-2020-0040

IN THE MATTER OF:)

PAINT ROCK CANYON ENTERPRISES, LLC)

AND C5 YOUTH FOUNDATION OF)

SOUTHERN CALIFORNIA, INC.)

RESPONDENT)

FINAL ORDER

Pursuant to 40 C.F.R. § 22.13(b) and §§ 22.18(b)(2) and (3) of EPA’s Consolidated Rules of Practice, the Consent Agreement resolving this matter is hereby approved and incorporated by reference into this Final Order.

The Respondent is hereby **ORDERED** to comply with all of the terms of the Consent Agreement, effective immediately upon filing this Consent Agreement and Final Order.

SO ORDERED THIS 27TH DAY OF AUGUST, 2020.

**KATHERIN
HALL**

Digitally signed by
KATHERIN HALL
Date: 2020.08.27
11:53:45 -06'00'

Katherin E. Hall
Regional Judicial Officer

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

IN THE MATTER OF:)		
)	Docket No. SDWA-08-2020-0040	
Paint Rock Canyon Enterprises, LLC)		August 27, 2020
and C5 Youth Foundation of Southern)		11:55 AM
California, Inc.)		Received by
(Camp Paintrock, PWS ID WY5601513))		EPA Region VIII
Respondents.)	CONSENT AGREEMENT	Hearing Clerk
)		

I. INTRODUCTION

1. This is an administrative penalty assessment proceeding pursuant to 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* (Consolidated Rules of Practice), as codified at 40 C.F.R. part 22.
2. Paint Rock Canyon Enterprises, LLC and C5 Youth Foundation of Southern California, Inc. (Respondents) own and/or operate the Camp Paintrock Public Water System (System), located in Big Horn County, Wyoming, for the provision of piped water to the public for human consumption seasonally from June through August.
3. EPA and Respondents (Parties), having agreed that settlement of this action is in the public interest, consent to the entry of this Consent Agreement (Agreement) without adjudication of any issues of law or fact herein, and Respondents agree to comply with the terms of this Agreement.

II. JURISDICTIONAL ALLEGATIONS

4. This Agreement is issued under the authority vested in the Administrator of the EPA by section 1414(g)(3) of the Safe Drinking Water Act (Act), as amended, 42 U.S.C. § 300g-3(g)(3). The undersigned EPA official has been duly authorized to institute this action.
5. The Regional Judicial Officer is authorized to approve this Agreement with a final order. 40 C.F.R. §§ 22.4(b) and 22.18(b).

III. INTENTION TO SETTLE

6. The final order approving this Agreement simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).
7. For purposes of this proceeding, Respondents admit the jurisdictional allegations of this Agreement and neither admit nor deny the specific factual allegations below. Respondents waive any rights to

contest the allegations in this Agreement or to appeal any final order (Final Order) an EPA Regional Judicial Officer or Regional Administrator may issue ratifying this Agreement.

IV. GOVERNING LAW

8. Under the Act, a “public water system” is defined as a system to provide water “for human consumption through pipes or other constructed conveyances, if such system has fifteen service connections or regularly serves at least twenty-five individuals.” 42 U.S.C. § 300f(4)(A).
9. “Suppliers of water” is defined as “any person who owns or operates a public water system.” 42 U.S.C. § 300f(5).
10. A “person” under the Act is defined as any “individual, corporation, company, association, partnership, State, municipality, or Federal agency . . .” 42 U.S.C. § 300f(12).
11. The EPA was directed to issue regulations to identify national primary drinking water contaminants for public water systems and for each contaminant, to set maximum contaminant level goals by regulation under section 1411 of the Act. *See* 42 U.S.C. § 300g.
12. The EPA promulgated National Primary Drinking Water Regulations (NPDWRs) at 40 C.F.R. part 141.
13. The NPDWRs are “applicable requirements” as defined by section 1414(i) of the Act. 42 U.S.C. § 300g-3(i).
14. Wyoming has not sought primary authority for enforcing the public water supply supervision program. Pursuant to the definition of “state” in 40 C.F.R. § 141.2, EPA is the “state” for purposes of NPDWRs in Wyoming.

V. ALLEGED FACTS

15. The Respondents are Wyoming corporations and therefore are “persons” within the meaning of section 1401(12) of the Act, 42 U.S.C. § 300f(12), and 40 C.F.R. § 141.2.
16. The System has approximately eight service connections and/or regularly serves an average of approximately 100 individuals daily at least 60 days out of the year. Therefore, the System is a “public water system” as defined by section 1401(4) of the Act, 42 U.S.C. § 300f(4), and 40 C.F.R. § 141.2.
17. The Respondents own and/or operate the System and therefore are “suppliers of water” within the meaning of section 1401(5) of the Act, 42 U.S.C. § 300f(5), and 40 C.F.R. § 141.2.
18. As “suppliers of water,” the Respondents are subject to the requirements of part B of the Act, 42 U.S.C. § 300g, and the NPDWRs.
19. The System also meets the definition of “transient, non-community water system” at 40 C.F.R. § 141.2.

20. The source of the System's water is groundwater accessed from one well.
21. On September 28, 2015, EPA issued Administrative Order Docket No. SDWA-08-2015-0050 (Order 1) to the Respondents pursuant to section 1414(g) of the Act, 42 U.S.C. § 300g-3(g), citing violations of the NPDWRs.
22. On November 16, 2016, EPA sent the Respondents an Administrative Order Violation letter citing noncompliance with Order 1 and the NPDWRs.
23. On March 10, 2017, EPA issued a second Administrative Order Docket No. SDWA-08-2017-0008 (Order 2) to the Respondents also pursuant to section 300g-3(g) of the Act, 42 U.S.C. § 1414(g), citing violations of the NPDWRs.
24. On September 12, 2017, EPA sent the Respondents a second Administrative Order Violation letter citing noncompliance with both Orders and NPDWRs.

VI. ALLEGED VIOLATIONS OF LAW

a) Claim One—Failure to Monitor for Total Coliform Bacteria

25. Order 1 (page 3, paragraph 5) requires, pursuant to 40 C.F.R. § 141.853-858, that the Respondents monitor the System's water monthly for total coliform bacteria when it is open to the public.
26. The Respondents failed to monitor the System's water for total coliform bacteria during July and August of 2016, June and July of 2017, June of 2018, and August of 2019. Therefore, Respondents violated this requirement.

b) Claim Two—Failure to Monitor for Nitrate

27. Order 2 (page 2, paragraph 9) requires, pursuant to 40 C.F.R. § 141.23(d), that the Respondents monitor the System's water for nitrate in 2017.
28. The Respondents failed to monitor the System's water for nitrate during 2017 and therefore, violated this requirement.

c) Claim Three—Failure to Report Monitoring Violation

29. Order 1 (page 4, paragraph 16) and Order 2 (page 2, paragraph 10) requires, pursuant to 40 C.F.R. § 141.861(a)(4) and 40 C.F.R. § 121.31(b), that the Respondents report any failure to comply with the coliform monitoring requirement to the EPA within 10 days and within 48 hours after discovery of any other NPDWRs violation.
30. The Respondents failed to report the violations listed in Claims One and Two, above, to the EPA and therefore, violated this requirement.

VII. CIVIL PENALTY

31. The Act authorizes the EPA to assess an administrative civil penalty of up to \$58,328 for violation of an order issued under section 1414(g)(3), of the Act, 42 U.S.C. § 300g-3(g)(3). The original statutory amount of \$25,000 has been adjusted for inflation by 40 C.F.R. § 19.4. *See* 85 Fed. Reg. 1751 (Jan. 13, 2020).

32. Penalty Payment. Respondents agree to:

- a) pay a civil penalty in the amount of **\$4,400** within 30 calendar days of the Effective Date of this Agreement;
- b) pay the civil penalty using any method provided on the following website <https://www.epa.gov/financial/makepayment>;
- c) The check or other means of payment shall indicate the name and docket number of this matter (see first page);
- d) Within 24 hours of payment, a copy of the check or other proof of payment shall be sent by U.S. mail or email to each of the following:

Olive Wittenberg, SDWA Enforcement Section
Water Enforcement Branch
U.S. EPA Region 8 (8ENF-W-SD)
1595 Wynkoop Street
Denver, CO 80202-1129
Email: Wittenberg.olive@epa.gov

and

Melissa Haniewicz, Regional Hearing Clerk
U.S. EPA Region 8 (8ORC)
1595 Wynkoop Street
Denver, CO 80202-1129
Email: haniewicz.melissa@epa.gov

33. If the EPA does not receive payment referenced in the preceding paragraph by the specified due date, interest will accrue from the date of the Final Order, not the due date, at a rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717, and will continue to accrue until payment in full is received (e.g., on the first late day, 30 days of interest will have accrued). A handling charge of fifteen dollars (\$15) shall be assessed the 31st day from the date of the Final Order, and for each subsequent 30-day period that the debt, or any portion thereof, remains unpaid. In addition, a 6% per annum penalty shall be assessed on any unpaid principal amount if payment is

not received within 90 days of the due date. Payments are first applied to outstanding handling charges, second to accrued interest, and then to the outstanding principal amount.

34. Consistent with section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), Respondents will not deduct penalties paid under this Agreement for federal tax purposes.

VIII. GENERAL PROVISIONS

35. This Agreement, upon incorporation into the Final Order and full satisfaction by Respondents, shall resolve Respondents' liability for federal civil penalties for the violations and facts alleged in this Agreement.
36. This Agreement, upon incorporation into the Final Order, is binding upon the EPA, Respondents and Respondents' agents, successors, and assigns. Any change in Respondents' corporate status (if applicable) or ownership or operation of the System, including, but not limited to, any transfer of assets or real or personal property, shall not alter Respondents' responsibilities under this Agreement. This Agreement contains all terms of the settlement agreed to by the Parties.
37. Any failure by Respondents to comply with this Agreement shall constitute a breach of this Agreement and may result in referral of the matter to the Department of Justice for enforcement of this Agreement and for such other relief as may be appropriate.
38. Nothing in this Agreement shall be construed as a waiver by EPA or any other federal entity of its authority to seek costs or any appropriate penalty associated with any collection action instituted as a result of any failure by Respondents to comply with this Agreement.
39. The undersigned representatives of Respondents certify he is fully authorized to enter into and bind Respondents to this Agreement.
40. The EPA and Respondents shall each bear their respective costs and attorney's fees in connection with this matter.
41. Nothing in this Agreement shall relieve Respondents of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.
42. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondents or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
43. If and to the extent that EPA finds, after signing this Agreement, that any information provided by Respondents was materially false or inaccurate at the time such information was provided to EPA, EPA reserves any and all of its legal and equitable rights.

44. The Parties consent to service of the Final Order by e-mail at the following valid e-mail addresses: bearley.mia@epa.gov (for EPA), and jralmzt@gmail.com and josephc@c5yf.org (for Respondents). The Respondents consent to e-signatures by the Agency.

IX. EFFECTIVE DATE

45. This Agreement shall become effective on the date the hearing clerk files the Final Order.

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY,
Complainant.**

**COLLEEN
RATHBONE**

Digitally signed by COLLEEN
RATHBONE
Date: 2020.08.17 16:46:12
-06'00'

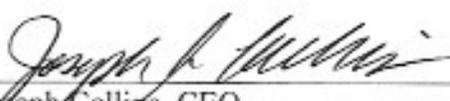
Date: _____

By: _____

Colleen Rathbone, Chief
Water Enforcement Branch
Enforcement and Compliance Division
United States Environmental Protection Agency, Region 8
1595 Wynkoop Street 8-ENF
Denver, Colorado 80202-1129

**C5 YOUTH FOUNDATION OF SOUTHERN CALIFORNIA,
INC.,
Respondent.**

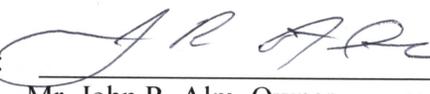
Date: 8/11/2010

By: 

Mr. Joseph Collins, CEO
3100 North Broadway
Los Angeles, California 90031
josephc@c5yf.org

**PAINT ROCK CANYON ENTERPRISES, LLC,
Respondent.**

Date: 8/11/2020

By:  _____

Mr. John R. Alm, Owner
P.O. Box 10
Hyattville, Wyoming 82428
jralmzt@gmail.com

CERTIFICATE OF SERVICE

The undersigned certifies that the attached **CONSENT AGREEMENT** and the **FINAL ORDER** in the matter of **PAINT ROCK CANYON ENTERPRISES, LLC AND C5 YOUTH FOUNDATION OF SOUTHERN CALIFORNIA, INC.; DOCKET NO.: SDWA-08-2020-0040** was filed with the Regional Hearing Clerk on August 27, 2020.

Further, the undersigned certifies that a true and correct copy of the documents were emailed to, Mia Bearley, Enforcement Attorney, and sent via certified receipt email on August 27, 2020, to:

Respondent

PAINT ROCK CANYON ENTERPRISES, John R. Alm, Owner
P.O. Box 10
Hyattville, Wyoming 82428
jralmzt@gmail.com

C5 YOUTH FOUNDATION OF SOUTHERN CALIFORNIA, Mr.
Joseph Collins, CEO
3100 North Broadway
Los Angeles, California 90031
josephc@c5yf.org

Legal Representation

Noel Cohen
NCohen@Polsinelli.com

EPA Financial Center

Jessica Chalifoux
U. S. Environmental Protection Agency
Cincinnati Finance Center
Chalifoux.Jessica@epa.gov

August 27, 2020

MELISSA
HANIEWICZ

Digitally signed by
MELISSA HANIEWICZ
Date: 2020.08.27
13:21:32 -06'00'

Melissa Haniewicz
Regional Hearing Clerk