

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

FILED

Aug 22, 2024

1:04 pm

**U.S. EPA REGION 8
HEARING CLERK**

IN THE MATTER OF: Leisure Valley, Inc., Respondent (Star Valley RV Park, WY 5601471)	Docket No. SDWA-08-2024-0004 CONSENT AGREEMENT
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In this Consent Agreement (Agreement), the undersigned United States Environmental Protection Agency (EPA) official (Complainant) and Leisure Valley, Inc. (Respondent) agree as follows:

1. This proceeding was initiated on October 10, 2023, with the issuance of a Complaint and Notice of Opportunity for Hearing (Complaint). The Complaint alleged that for the Star Valley RV Park public water system in Lincoln County, Wyoming, Respondent had violated certain provisions of an Administrative Order, Docket No. SDWA-08-2019-0004, which the EPA issued on November 14, 2018.
2. For purposes of this proceeding, Respondent:
 - a. admits the jurisdictional allegations of the Complaint;
 - b. in accordance with 40 C.F.R. § 22.18(b)(2), neither admits nor denies the specific factual allegations contained in the Complaint;
 - c. consents to the assessment of a civil administrative penalty as stated below;
 - d. acknowledges this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement action; and
 - e. waives any right to contest the allegations in the Complaint and to appeal any final order an EPA Regional Judicial Officer or Regional Administrator may issue to ratify this Agreement.
3. Respondent agrees to pay a civil penalty in the amount of \$2,500 (Assessed Penalty) within 30 calendar days after the final order ratifying this Agreement is filed with the Regional Hearing Clerk (Filing Date).
4. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided

on the EPA website <https://www.epa.gov/financial/makepayment>. For additional instructions, see <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

5. When making a payment, Respondent shall:

- a. identify every payment with Respondent's name and the docket number that appears on the final order ratifying this Agreement.
- b. indicate every payment is payable to "Treasurer, United States of America;" and
- c. concurrently with any payment or within 24 hours after any payment, serve proof of such payment via electronic mail to each of the following:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 8
R8_Hearing_Clerk@epa.gov
[include an underscore between "R8" and "Hearing" and between "Hearing" and "Clerk"]

and

Steven Latino
Environmental Protection Specialist
U.S. Environmental Protection Agency, Region 8
Latino.steven@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov
[include an underscore between "CINWD" and "AcctsReceivable."]

"Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate payment has been made according to EPA requirements, in the amount due, and identified with Respondent's name and the docket number that appears on the final order ratifying this Agreement.

6. Interest, Charges, and Penalties on Late Payment. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.
 - a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid within 30 days after the Filing Date, interest accrued is waived. If the Assessed Penalty is not paid in full within 30 days after the Filing Date, interest will continue to accrue until the unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. Interest will be assessed at prevailing rates. The rate of interest is the Internal Revenue Service (IRS) standard underpayment rate.
 - b. Handling Charges. The United States' enforcement expenses including, but not limited to, attorneys' fees and costs of collection proceedings.
 - c. Late Payment Penalty. A late payment penalty of 6% per annum will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than 90 days.
7. Late Penalty Actions. In addition to the amounts described in paragraph 6, above, if Respondent fails to make timely payment of any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, the EPA may take additional actions. The actions the EPA may take include, but are not limited to, the following.
 - a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
 - b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the IRS for offset against income tax refunds, per 40 C.F.R. part 13, subparts C and H.

- c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, per 40 C.F.R. § 13.17.
 - d. Request that the Attorney General bring a civil action in the appropriate district court to recover the full amount for which the Respondent is liable, per 42 U.S.C. § 300g-3(g)(3)(D). In any such action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.
8. Consistent with section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), Respondent will not deduct penalties paid under this Agreement for federal tax purposes.
9. This Agreement applies to Respondent and its officers, directors, employees, agents, trustees, authorized representatives, successors, and assigns. Respondent must give written notice and a copy of this Agreement to any successors in interest prior to any transfer of any interest in the Star Valley RV Park public water system (i.e., the system that is the subject of the Complaint) occurring prior to payment in full of the penalty referenced above. Any change in ownership or corporate control of Respondent, including but not limited to any transfer of assets or real or personal property, shall not alter Respondent's responsibilities under this Agreement.
10. The undersigned representative of Respondent certifies he has authority to bind Respondent to this Agreement.
11. Except as qualified by paragraph 6, above, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.
12. In accordance with 40 C.F.R. § 22.18(c), compliance with the final order ratifying this Agreement resolves Respondent's liability only for federal civil penalties for the violations specifically alleged in the Complaint.
13. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the Act, any regulation, order, or permit issued pursuant to the Act, and any other federal, state, or local laws, nor shall it restrict the 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.

14. Nothing in this Agreement shall be construed to limit the power of the EPA to pursue injunctive or other equitable relief, or criminal sanctions, for any violations of law or to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
15. If the EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA, the EPA reserves any and all of its legal and equitable rights.
16. The parties consent to service of the executed final order ratifying this Agreement via email at livingston.peggy@epa.gov for the Complainant and wstoddard@albrightstoddard.com for the Respondent.

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 8**

Date: August 22, 2024

By: _____
Tiffany Cantor, Acting Manager
Water Enforcement Branch
Enforcement and Compliance Assistance Division
Region 8, U.S. Environmental Protection Agency
1595 Wynkoop Street
Denver, CO 80202
Complainant

**LEISURE VALLEY, INC.
Respondent**

Date: Aug. 19, 2024

By: H. Val Stewart
H. Val Stewart, President