

**IN THE FIRST JUDICIAL DISTRICT COURT
IN AND FOR LARAMIE COUNTY, STATE OF WYOMING**

PEOPLE OF THE STATE OF)	
WYOMING,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 179-618
)	
SUNNY MEADOWS VILLAGE)	
COMMUNITY, LLP,)	
)	
Defendant.)	

STIPULATED JUDGMENT

THE ABOVE-ENTITLED MATTER having come before the Court on the Stipulation of the Parties by their signatures below in accordance with Wyo. Stat. Ann. § 35-11-901(a)(ii); and the Court having reviewed the files herein and otherwise being fully advised in the premises;

THE COURT FINDS that a Complaint was filed herein by The People of the State of Wyoming, through the Wyoming Department of Environmental Quality, Water Quality Division [hereinafter "DEQ"], alleging that Defendant Sunny Meadows Village Community, LLP ["Sunny Meadows"], violated the Wyoming Environmental Quality Act ["Act"], Wyo. Stat. Ann. § 35-11-101 *et seq.*, specifically Article 3 thereof pertaining to Water Quality, Wyo. Stat. Ann. § 35-11-301 *et seq.*, and further alleging violation of the Wyoming Water Quality Rules & Regulations ["WQRR"]; that Sunny Meadows by its Answer to said Complaint asserted defenses to the allegations thereof, but admitted the underlying factual allegations; and the Court further finds that this stipulated Judgment is fair, reasonable, and in the public interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED and DECREED AS FOLLOWS:

I. Facts

- A. Jurisdiction and venue are proper.
- B. Parties. Sunny Meadows is a "person" as defined in Wyo. Stat. Ann. § 35-11-103(a)(vi); DEQ is the executive branch agency of Wyoming state government responsible for enforcing the act and the WWQRR.
- C. Sunny Meadows owns and operates the Sunny Meadows Village mobile home park public water system located in Laramie, Wyoming (Public Water system Identification Number WY 5601289).
- D. On June 14, 2010, DEQ issued Sunny Meadows a Notice of Violation and Order in docket number 4677-10, alleging that Sunny Meadows operated a public water system without a backflow prevention device at the point the system connects to the City of Laramie's water system.
- E. DEQ duly ordered Sunny Meadows to take the actions required to bring the operation of the Sunny Meadows Village public water system into compliance.

F. Pursuant to Wyo. Stat. Ann. § 35-11-107(c)(ii), the Wyoming Environment Quality Council issued a Final Order approving the Notice of Violation and Order on July 13, 2010.

G. DEQ filed the Complaint herein alleging that Sunny Meadows did not comply with the terms of the order by failing to maintain the required backflow prevention device, and thereby violated the Act, the final order of the Environmental Quality Council, and the WQRR.

H. On May 4, 2012, Sunny Meadows submitted to DEQ an application for a permit to construct installation of the required backflow prevention device; DEQ has approved said permit.

II. Settlement

A. In accordance with the said Final Order approving the Notice of Violation and Order Sunny Meadows submitted to DEQ a complete application for a permit to construct installation of the required backflow prevention device.

B. Within (45) days of receipt from DEQ of the permit to construct installation of the required backflow prevention device, Sunny Meadows shall complete installation of the backflow prevention device in accordance with the terms of the permit to construct.

C. This Judgment resolves the contested and disputed claims between the State of Wyoming and Sunny Meadows, which were specifically alleged in the Complaint. The Parties are aware of the expense and uncertainty of litigation, and prefer to resolve their differences as to the matters covered by this Judgment by negotiation, thereby bringing this matter to a conclusion.

III. Release and Covenant Not to Sue

A. DEQ agrees that full compliance with this Judgment as specified in Section II of this Judgment shall constitute full satisfaction of the claims specifically alleged in the Complaint herein.

B. In consideration of Sunny Meadows' installation of a backflow prevention device as specified under Section II of this Judgment and full compliance with the terms of this Judgment, DEQ and the State of Wyoming hereby release and covenant not to sue Sunny Meadows or its respective successors, assigns, affiliates, parents, officers, directors, employees and representatives, as to any claims and causes of action which were specifically alleged in the Complaint herein.

C. This covenant not to sue is expressly conditioned upon the complete and satisfactory performance by Sunny Meadows of all terms of this Judgment.

D. Following Sunny Meadows' full compliance with the terms of this Judgment, DEQ shall file a notice of satisfaction of judgment pursuant to Wyo. Stat. Ann. § 1-16-308.

IV. Parties Bound

A. This Judgment shall apply to and be binding upon Sunny Meadows, its successors and assigns, and upon the DEQ and the State of Wyoming.

B. Nothing in this Judgment relieves Sunny Meadows of its duty to comply with the Act, WWQRR, or rules, regulations and standards adopted thereunder, or precludes DEQ from taking enforcement actions for other or future violations not specifically addressed in this Judgment.

C. Sunny Meadows shall remain solely responsible for its compliance with the terms of this Judgment, and all applicable federal, state and local laws and regulations.

V. Terms Not Severable

The terms of this Judgment are not severable.

VI. Reservation of Rights

A. By signing this Judgment, Sunny Meadows neither admits nor denies that it violated any provision of the Act or the WWQRR, and neither admits nor denies the validity of any allegation contained in the Complaint. DEQ does not retract the violations specifically alleged in the Complaint.

B. DEQ and the State of Wyoming reserve all legal and equitable remedies available to enforce the provisions of this Judgment, including seeking injunctive relief and civil penalties.

C. DEQ and the State of Wyoming do not waive sovereign immunity by entering into this Consent Decree and retain immunity and all defenses available to them as sovereigns under all state and federal law; either Party may bring an action to seek interpretation or enforcement of this Consent Decree. Each party shall bear its own costs, fees, and expenses in any such action.

VII. Attorneys' Fees/Costs of Action

Each Party shall bear its own attorneys' fees and costs of this action.

VIII. Retention of Jurisdiction

The Court shall retain jurisdiction to enforce the terms and conditions of this Judgment, to enter such orders as are appropriate under the Judgment, and to resolve all disputes as may be necessary or appropriate for the construction or to carry out the terms of this Judgment.

IX. Authority

The Signatories certify that they are duly authorized to bind their respective Parties to this Judgment.

Dated this 20 day of December, 2012.

DISTRICT COURT JUDGE

The undersigned hereby stipulate to the entry of this Judgment:

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

Date: ~~August 27, 2012~~
Dec. 20, 2012

By: [Signature]
John Wagner
Administrator, Water Quality Division
Department of Environmental Quality

Date: ~~August 27, 2012~~
Dec. 20, 2012

By: [Signature]
~~John Corra~~ Todd Parfitt
Director, Department of Environmental Quality

SUNNY MEADOWS VILLAGE COMMUNITY, LLP:

Date: August 27, 2012

By: [Signature]
Doris Bunn-Manfull
Managing Partner

APPROVED AS TO FORM:

Attorney for Plaintiff
[Signature]

Attorney for Defendant