

**WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION
DOCKET UW-102014**

AGREEMENT TO MEDIATE

This is an agreement by Sil and Candy Arata, Hahn and Kim Bahn, Brig and Pattie Belvin, Dick and Patti Blide, Jim and Lynette Caldwell, Kris and Carolyn Christianson, Ed and Dell Haller, Bill and Althea Heagy, Vern Heriott and Larry Huffman, Dave and Dorothy Johnson, Shinwon and Jeonkak Kim, Jan and Robin Krane, Robert and Diana Nehls, Phil and Carolyn Robbins, Chuck and Dia Tadlock, Bill and Carol Welch, Ron and Roxanne Olson, Jerry and Phoebe Bennett, and Alan and Susan Cameron (Complainants), Green Mountain H2O LLC (Respondent), and Staff of the Washington Utilities and Transportation Commission (Commission Staff), hereinafter “parties,” and Dennis J. Moss, assigned by the Commission pursuant to WAC 480-07-700(2) and WAC 480-07-710(3), hereinafter “mediator,” to enter into mediation with the intent of resolving issues in Docket UW-102014.

The parties and the mediator understand and agree to the following:

1. Mediation is a process of negotiation and reaching agreement in which the mediator assists the parties to reach a voluntary settlement. No party will be bound to a result unless that party voluntarily consents to be bound. No agreement to elements of a less-than-complete settlement is binding without the express written commitment of the participant.
2. The mediator has no power to decide disputed issues for the parties and cannot approve or disapprove any proposal. Matters that require Commission approval must be submitted to the Commissioners for approval.
3. The parties, with the mediator’s concurrence, will determine the scope of the mediation, and do so early in the mediation process.
4. Statements during the mediation on the following topics are confidential and privileged, and may not be disclosed in any judicial or administrative proceeding, pursuant to RCW 7.07 and subject to the limitations set out in the statute: any communications made or materials submitted in or in conjunction with, the mediation, including, without limitation, statements of position, offers of settlement, tentative agreements to settle, admissions of fact or law, and similar statements.
5. Parties will make a good faith effort to resolve differences and to find a resolution acceptable to each party.
6. Parties will treat each other with respect.

Each person signing this agreement represents that she or he has authority to sign on behalf of the party and that he or she has the power to bind all of that party's representatives and participants in the mediation to the provisions of this agreement.

Dated and effective this 18th day of April, 2011, at Olympia, Washington.

COMPLAINANTS

By: (Authorized Representative)

GREEN MOUNTAIN H2O LLC

By: Dan Class

COMMISSION STAFF

By: Michael A. Fassio
Assistant Attorney General

MEDIATOR

By Dennis J. Moss
Administrative Law Judge

Washington Utilities and
Transportation Commission