



### **To Prospective Mediation Clients:**

Lakeside Environmental Group (LEG) provides mediation of environmental disputes through its senior planner and trained mediator, Anthony (Tony) Stout. While parties may be “urged” or even required to use mediation to attempt to resolve their dispute, any agreement reached through mediation must be of free will. As a mediator, Tony will assist all sides of a dispute to reach an agreement, even when such agreement may not appear likely at the beginning.

The role of the mediator is to help the parties negotiate on an equal basis, to help the parties see beyond stated positions, and to help parties identify the real interests they have in a dispute. Ideally, the parties should be searching for an agreement that can satisfy the interests of all parties (win-win), although sometimes compromise is necessary. Even compromise may result in a better outcome, as there are unforeseen costs to most disputes, even for the “winner”.

The mediator does NOT decide the matter for the parties. The mediator does NOT propose an agreement. That is the responsibility of the parties. The mediator helps the parties communicate and understand the potential value of alternative ideas. The mediator may provide feedback, based on his or her experience and knowledge, as to the viability of any proposed agreement in terms of technical execution and regulatory compliance. The mediator may also help to document any agreement that is reached.

With over 25 years of experience as a land use planner, regulator, consultant, and participant in many disputes (even as a “neighbor” in a recent Environmental Court case), Tony understands the risks that parties face in a dispute. He understands the technical complexity of the many issues at stake. And he has experienced many of the emotions faced by parties on “both” sides of disputes.

LEG generally does not mediate disputes in which the firm already represents one of the parties, unless there are unusual circumstances and all parties agree.

For complex disputes, LEG may recommend that a second mediator be asked to co-mediate.

### **Mediation Fee Schedule:**

First ½ day session, with preparation, travel, and meeting space is \$600, paid in advance, non-refundable, split by parties as follows:

- First 10% by town or state agency, if any (may be waived by other parties)
- Next 25% by all neighbors/opponents (split if more than one)
- Remainder of first 50% by neighbors/opponents with counsel
- Remainder by applicant or project proponent

Example: Applicant, town, and 2 neighbors are in dispute, one neighbor has counsel. Fee would be split as follows: town = \$60, pro se neighbor = \$75.00, represented neighbor = \$165.00, applicant = \$300.

Beyond the first ½ day session, additional hours with Tony are billed to parties at his standard rate of \$95 per hour plus expenses, divided per above schedule unless otherwise agreed by all parties. Parties will evaluate mediation progress and any changes to fee payments at end of first session. Collection of payments is a confidential matter between LEG and each party.

As a sign of LEG's faith in mediation, if Tony recommends mediation to continue past a first meeting and no agreement is reached, LEG will reduce any fees by 50% (beyond the initial advance payment). Note, an agreement reached after the mediation is concluded will be considered an agreement for payment purposes.

**Mediation Ground Rules:**

1. Attendance at first session is mandatory and payment will not be refunded. Please make the best of the first session.
2. Any agreements entered into will be of free will (voluntary).
3. All communication at mediation sessions is confidential among the parties and the mediator.
4. Any private communication with the mediator outside the mediation session remains as such.
5. All parties shall respect each other's right to be heard, and shall not interrupt the party with the floor, even if words seem hurtful.
6. Violence and threats of violence will not be allowed. The mediator reserves the right to terminate the mediation at any time if he feels this rule is or may be violated.
7. The mediator is a neutral facilitator and will not be asked to settle the dispute or take sides as to the legitimacy of any party's position.
8. The mediator may offer his or her professional opinion as to the viability of the mechanics or regulatory sufficiency of any proposed agreement.
9. An agreement reached shall be in writing or recorded on audio tape, and confirmed by each party by signature or by voice.
10. The mediator shall not be asked by any party to testify as to the validity of any agreement or action taken pursuant to an agreement.
11. After the first session, any party may quit the mediation at any time for any reason. Remaining parties may continue toward agreement if appropriate.
12. After the first session, the mediator may terminate the mediation for good cause.
13. Attorneys and other representatives may assist clients at mediation sessions, but such practice is discouraged as it sometimes interferes with reaching an agreement. Attorneys and representatives may be asked to review any tentative agreement before it is finalized.
14. If a person is attending the mediation as an agent for a party (such as a municipal employee of a town), the agent shall have full permission to represent the party in the mediation, or shall qualify any agreement that needs approval of superiors.
15. All parties agree to pay for mediation services in accordance with the mediator's fee schedule, or as otherwise agreed during mediation.

I agree to the above Fee Schedule and Ground Rules.

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Print Name

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Signature

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Date