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February 8, 2002

VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399-0870

Re: Docket No.: 020105-EI

Dear Ms. Bayo:

On behalf of IMC Phosphates Company (IMC), enclosed for filing and distribution are the original and 15 copies of the following:

- ▶ IMC Phosphates Company's Petition to Intervene, Request for Maintenance of the Status Quo and Request for Mediation; 01550-02
- ▶ IMC Phosphates Company's Motion to Dismiss the Joint Petition of Florida Power Corporation and Tampa Electric Company for Expedited Declaratory Relief; 01551-02
- ▶ IMC Phosphates Company's Request for Oral Argument. 01552-02

Please acknowledge receipt of the above on the extra copy of each and return the stamped copies to me. Thank you for your assistance.

Sincerely,

Vicki Gordon Kaufman
Vicki Gordon Kaufman

AUS _____
CAF _____
CMP _____
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CTR _____
ECR _____
GCL _____ V GK/bae
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MMS _____
SEC 1
OTH Cover pg

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Florida Power
Corporation and Tampa Electric
Company for Expedited Declaratory
Relief.

Docket No. 020105-EI
Filed: February 8, 2002

**IMC PHOSPHATES COMPANY'S PETITION TO INTERVENE,
REQUEST FOR MAINTENANCE OF THE STATUS QUO AND
REQUEST FOR MEDIATION**

IMC Phosphates Company (IMC), pursuant to rules 28-106.204, 28-106.205, Florida Administrative Code, files this Petition to Intervene. IMC requests that the Commission: 1. grant its Petition to Intervene; 2. enter an order requiring all parties to maintain the status quo until the conclusion of this proceeding; 3. set this matter for mediation; and 4. if mediation is unsuccessful, grant IMC's Motion To Dismiss. As grounds therefor, IMC states:

PETITION TO INTERVENE

Introduction

1. The name and address of the affected agency is:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

2. The name and mailing address of Petitioner is:

IMC Phosphates Company
Pierce Complex
5000 Old Highway 37
Mulberry, Florida 33860
Attention: Energy Engineering Manager

3. The name and mailing address of the persons authorized to receive notices and communications with respect to this petition are:

Sarah J. Read
Sidley Austin Brown & Wood
Bank One Plaza
10 S. Dearborn Street

DOCUMENT NUMBER-DATE

01550 FEB-88

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4. IMC files this Petition to Intervene for the purpose of protecting its rights, preventing any precipitous action, and filing its motion to dismiss. As is explained in the Motion to Dismiss, a declaratory statement is simply not appropriate in the circumstances of this case because there are many disputed issues of fact as well as numerous legal and policy issues.

Substantial Interests

5. On February 6, 2002, Florida Power Corporation (FPC) and Tampa Electric Company (TECo), filed a Joint Petition for Expedited Declaratory Relief (Joint Petition). FPC and TECo allege that IMC is improperly taking service from FPC and request that the Commission enter an order on an expedited basis requiring IMC to “immediately cease utilizing retail electric service provided by FPC to operate IMC’s end use facilities located in TECo’s Commission approved retail service territory and to instead utilize electric service provided by TECo to operate such end use facilities.”² In their Petition, FPC and TECo request that FPC be

¹*In re: Petition of Tampa Electric Company for a Declaratory Statement Regarding Proposed Transfer of Service*, Order No. 21301 in Docket No. 890415-EI.

²Petition at 6.

permitted to “terminate” service to IMC if IMC does not take “immediate steps” to switch electric service.³

6. IMC is a unit of Lake Forest Illinois based IMC Global (NYSE: IGL) and is a leading producer of phosphate crop nutrients and animal feed supplements for the agricultural industry. IMC Phosphates was formed through a 1993 joint venture partnership between IMC Fertilizer and Agrico Chemical Company and as such IMC is the successor company to Agrico. The company operates four mines, two concentrated phosphate processing plants, two marine terminals, and administrative offices in Florida.

7. The IMC facilities that are the subject of the Joint Petition are “mobile facilities” – draglines and associated pumping equipment used by IMC in its mining operations. FPC has historically served these facilities. Because the Joint Petition requests that the Commission force a change in IMC’s service provider and allow FPC to terminate service, the Joint Petition directly and substantially affects IMC. Granting the relief requested by Joint Petitioners -- particularly in the absence of any showing by TECo that it is capable of providing the necessary service -- would disrupt service arrangements which have been in place for many years and have a significant adverse effect on IMC’s operation of its business.⁴

8. The Joint Petition does not give the Commission an adequate overview of either the territorial agreement on which Joint Petitioners rely, nor does it present a complete statement

³*Id.*

⁴ Although IMC is first requesting mediation, it notes that under the Joint Petition IMC would suffer injury in fact which is of sufficient immediacy to entitle it to an evidentiary hearing before final resolution of the issues raised in the Joint Petition. This injury is of the type which the Commission is charged to protect pursuant to its statutory responsibility. *Agrico Chemical Co. v. Department of Environmental Regulation*, 406 So.2d 478 (Fla. 2nd DCA 1981), review denied, 415 So.2d 1359 (Fla. 1982) and 415 So.2d 1361 (Fla. 1982). *See also, In re: Petition of Florida Power Corporation for declaratory statement*, Docket No. 850254-EI, Order No. 14967, authorizing Florida Rock Industries, Inc. to intervene; *In re: Petition of Tampa Electric Company for Declaratory Statement Regarding Proposed Sale for Electricity by Empire Systems, Inc. to MacDill Air Force Base*, Docket No. 881267, Order No. 20703, authorizing Empire Management Systems and MacDill Air Force Base to intervene.

of the relevant facts. Among the facts the Joint Petitioners have not disclosed are the following:

- The mobile facilities at issue have been served by FPC for many years;
- The Commission has previously approved service by FPC to IMC's mobile facilities in virtually identical circumstances to those present here;
- TECo could not serve the mobile facilities at issue without installing additional equipment that will duplicate facilities already in operation;
- TECo failed to respond to IMC's offer to meet to discuss and potentially resolve the issues between the two companies; and
- There was additional correspondence between IMC and TECo that was not disclosed in the Joint Petition.

In order to provide the Commission with additional information relevant to the issues before it, IMC attaches as Exhibit A a summary of additional relevant facts organized under various paragraphs that appear in the Joint Petition. The additional facts set forth in Exhibit A underscore the substantial interest which IMC has in the outcome of this proceeding. Copies of the additional letters sent by the parties are attached hereto as Exhibits B and C.

Disputed Issues of Material Fact

9. Disputed issues of material fact include, but are not limited to, the following:
 - a. Whether boundaries in the territorial agreement apply to IMC's mobile facilities;
 - b. Whether FPC is capable of providing the most adequate and reliable service in IMC's unique situation;
 - c. Whether additional, unnecessarily costly and duplicative facilities will be required if IMC is forced to take service from TECo, and whether or when TECo could provide

adequate and reliable service to IMC's provide facilities;

d. Who (TECo and/or IMC) will be responsible for the unnecessary cost of additional required facilities if TECo serves IMC;

e. Whether a safety hazard will be created if IMC is forced to take service from TECo;

f. Whether the parties' course of dealing evidences an intent to continue to operate under the terms of the Agrico/TECo Settlement;

g. Whether the TECo/Agrico Settlement, dated November 14, 1989, and approved in Order No. 22634, has been or should be extended or renewed;

h. Whether the Commission in the exercise of its obligation to actively supervise the entry into and the implementation of territorial agreements should modify the current territorial agreement between FPC and TECo;

i. Whether TECo's conduct has resulted in unreasonable prejudice and disadvantage to IMC.

Ultimate Facts Alleged

10. Ultimate facts alleged include, but are not limited to, the following:

a. FPC is the appropriate utility to serve the IMC mobile facilities at issue and is capable of providing sufficient, adequate and efficient service to IMC;

b. It is more efficient, cost effective, safer and will avoid needless duplication of facilities for IMC to take service from FPC;

c. TECo does not have the necessary facilities to provide sufficient, adequate and efficient service to IMC;

d. TECo has engaged in conduct resulting in unreasonable prejudice and disadvantage to IMC.

11. The statutes entitling IMC to relief include, but are not limited to, §§ 366.03 and 366.04, Florida Statutes.

REQUEST FOR MAINTENANCE OF THE STATUS QUO

12. As described above and in Exhibit A, IMC currently is receiving, and has for some time received, power at the location in dispute from FPC. There are numerous factual, as

well as legal, matters at issue between the parties. An unwarranted change in service would create safety hazards for IMC's operations, disrupt IMC's business operations, and result in needless and unwarranted expense for IMC—all of which may well be unnecessary if IMC ultimately prevails in this matter.

13. Therefore, during the pendency of this matter, IMC requests that the Commission enter an order directing all parties, including TECo and FPC, to maintain the current service arrangements. IMC further requests that the Commission direct TECo and FPC to cease and desist from threats to disrupt service to IMC.

REQUEST FOR MEDIATION

14. This Commission has a long history of encouraging parties to attempt to amicably mediate disputes. Mediation often presents much quicker and more cost-effective solutions than traditional litigation. Attempts to work cooperatively with the assistance of a knowledgeable third party as a facilitator can assist parties in working through their differences.

15. This dispute presents just such a situation. IMC is hopeful that directing the three parties to meet and attempt to work cooperatively toward a mutually acceptable agreement will lead to a satisfactory result. If the mediation is not successful, the Commission should grant IMC's Motion To Dismiss.

16. Therefore, IMC formally requests that the Commission encourage the parties to engage in mediation as quickly as possible in an attempt to settle this dispute.

WHEREFORE, IMC requests that the Commission take the following action in this case:

1. Grant IMC's Petition to Intervene in this docket;
2. Instruct the parties that there is to be no change in the current service arrangements pending the outcome of this proceeding;
3. Set this matter for mediation as soon as practicable;
4. If mediation is unsuccessful, grant IMC's Motion To Dismiss as the issues raised in the Joint Petition cannot be resolved without an evidentiary hearing;
5. Grant such other relief as the Commission deems appropriate.

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Attorneys for IMC

EXHIBIT A
To The Petition to Intervene, Request For Maintenance of
The Status Quo and Request For Mediation Filed By
IMC Phosphates Company in Docket No. 020105-EI

This exhibit was prepared by IMC to give the Commission a more complete statement of the relevant facts than is set forth in the "Joint Petition of Florida Power Corporation and Tampa Electric Company For Expedited Declaratory Relief" that was filed with the Commission on February 6, 2002. Information that was omitted from the Petition, but that is relevant to the Commission's consideration of the issues is set forth below following the text of paragraphs that were included in the Petition. The paragraphs from the Petition are printed below in italics and are set forth with the original numbers used in the Petition. The additional information offered by IMC appears in bold type.

4. *On May 29, 1991 the Commission approved a territorial agreement between Florida Power and Tampa Electric. Attached hereto as Exhibit "A" is a copy of that territorial agreement which provides in pertinent part:*

Section 2.1 Territorial Allocations. Except as otherwise specifically provided herein, during the term of this Agreement TEC shall have the exclusive authority to furnish retail electric service for end use within the TEC Territorial Area and FPC shall have the exclusive authority to furnish retail electric service for end use within the FPC Territorial Area. (emphasis supplied)

The territorial agreement further states:

Section 2.3 Service to New Customers. The Parties agree that neither of them will knowingly serve or attempt to serve any New Customer whose end use facilities are located within the Territorial Area of the other Party, except as specifically provided in this Section of this Agreement. (emphasis supplied)

The Joint Petitioners did not quote the language in the territorial agreement that excepted IMC's mobile facilities from the provisions on which Joint Petitioners rely. The territorial agreement in fact addressed three categories of customers: 1. new customers, who were to be served by the utility in whose service area they were located (Territorial Agreement at §2.3); 2. existing customers (within a certain radius and within certain exceptions) who were to be served by whomever provided service on the effective date of the Agreement (Territorial Agreement at §2.4); and 3. Agrico Chemical Company, a predecessor company of IMC. (Territorial Agreement at § 2.2).

The provisions specific to IMC (Agrico), state:

Section 2.2 Service to Agrico. Nothing herein shall affect the rights and obligations of the Parties to serve facilities of Agrico Chemical Company (herein called “Agrico”) as set forth in the Settlement Agreement between TEC[o] and Agrico in Commission Docket No. 890646-EI, as approved by Commission Order No. 22634 dated March 5, 1990 and FPC and TEC[o] agree to furnish electric service to Agrico facilities as provided in said Settlement Agreement . . . and the terms thereof are incorporated herein, made a part hereof and shall be binding upon FPC and TEC[o] upon the approval of this Agreement by the Commission, the same as if FPC had originally been a party to said Settlement Agreement. The above referred to Settlement Agreement is subject to renewal or extension upon approval by the Commission.

Section 4.3 Supersedes Prior Agreements. Upon its approval by the Commission, this Agreement shall be deemed to specifically supersede any and all prior Agreements between the Parties defining the boundaries of their respective Territorial Areas; provided, however, that this agreement shall not be deemed to alter or supersede the Commission approved Settlement Agreement referred to and incorporated herein pursuant to Section 2.2 hereof relating to service to Agrico.

The Commission’s order approving the territorial agreement between FPC and TECo specifically stated that “...this Territorial Agreement will not affect the rights and obligations of the parties to serve Agrico’s [now IMC’s] facilities as established in the Agrico Agreement.” Order No. 24593 at 2.

The “Settlement Agreement” or “Agrico Agreement” referenced in Sections 2.2 and 4.3 of the territorial agreement, which are quoted above, was approved by the Commission in Docket No. 890646-EI, Order No. 22634, issued March 5, 1990. That agreement resolved a territorial dispute in which TECo alleged that FPC was inappropriately providing power to IMC under circumstances very similar to those now before the Commission. At that time, Agrico provided testimony that use of TECo’s power would cause an unnecessary duplication of facilities and would foster economic waste and that it was properly taking power from FPC. Agrico also provided evidence that service from dual power sources would impose a safety hazard on its operations.

The Settlement Agreement, as did the subsequent territorial agreement, recognized the unique facts involved in providing power to dragline/slurry systems that are mobile facilities. The Settlement Agreement also recognized the value of avoiding unnecessary duplication of electric facilities and the unnecessary impairment of

generation, transmission and distribution processes. The Commission summarized that portion of the Settlement Agreement relevant here as follows:

Any Agrico mobile facility having its dragline in FPC's service area shall take service from FPC notwithstanding the fact that a portion of such mobile facility may be physically located in TECo's service area. The term mobile facility is defined to include slurry pipelines and pumps as well as draglines. This provision resolves the safety issue raised by Agrico, regarding dual power supply on slurry pipelines which cross over territorial boundaries.

Order No. 22634 at 4. The Settlement Agreement further provided that "No Agrico facility shall be required to take service simultaneously from FPC and TECo." (Agrico Settlement at § 3.4).

Although the Settlement included an expiration date, neither party waived its right to reassert its original claims following expiration of the Settlement Agreement. IMC's original claim was, of course, that it was entitled to service from FPC. Nothing in the territorial agreement or Settlement Agreement waived these claims. (Agrico Settlement at §§ 3.2, 4.5).

6. In mid 2001 Tampa Electric determined that IMC Phosphates Company ("IMC") was operating end use facilities within the service territory allocated to Tampa Electric by the 1991 Territorial Agreement utilizing electric power supplied by Florida Power through an interconnection located on Florida Power's side of the territorial boundary defined in the 1991 Territorial Agreement. In essence, IMC is distributing Florida Power supplied electricity purchased from Florida Power at a Florida Power substation into Tampa Electric's service territory to power its own end use facilities within Tampa Electric's service territory. The end use facilities in question are four large industrial motors powering four pumps and other miscellaneous load. These end use facilities are being fed from Florida Power's Fort Green No. 8 Substation located in Hardee County, but are located in Polk County.

The service arrangements that Joint Petitioners now complain of have existed for many years. When IMC and Agrico joined in 1993, Agrico's draglines were mining reserves south of its Payne Creek Plant; the dragline and all associated matrix pumps were supplied by FPC and continued to be supplied from FPC, although some of the matrix pumps were located on that portion of IMC's premises located in TECo's service territory. IMC continued to operate these draglines and their associated matrix pumps in the same fashion until January 1999, when the plant they were feeding into was shut down.

In November 2000, IMC resumed use of these mobile facilities (the draglines were never moved from the area) which are used to transport matrix from the same reserves discussed above to IMC's Ft. Greene Plant for processing. As before, the reserves which IMC is mining are located in FPC's service territory. Accordingly,

IMC again connected its matrix pumping system to FPC's substation for service to the pumps prior to resuming mining.

7. *The Commission approved territorial agreement between Florida Power and Tampa Electric specifically and consistently focuses on the location of the customer's "end use facilities" in determining which utility should provide retail electric service. The location of the serving utility's interconnection with the customer is irrelevant to this determination.*

The territorial agreement does not "specifically and consistently focus[es] on the location of the customer's 'end use facilities'" but instead recognizes the uniqueness of IMC's mobile mining facilities. IMC's current interconnection with FPC and FPC's service of IMC's mobile facilities through that interconnection is very consistent with the language and policies reflected in the territorial agreement.

8. *Under the terms of the joint petitioners' Commission approved territorial agreement, the facilities in question should be served by Tampa Electric and not by Florida Power given their location within Tampa Electric's service territory.*

It is IMC's understanding that TECo does not have an available 69KV: 25KV substation, which is necessary to service the IMC load in dispute. Acquisition and installation of the facilities required for TECo to serve the IMC mobile facilities would be costly, duplicate already existing facilities, and take time.

10. *Counsel for Florida Power subsequently wrote to counsel for Tampa Electric and indicated that IMC's response to Florida Power's inquiry about the situation appeared to confirm in general the existence of IMC load in Tampa Electric's Commission approved territory that is being serviced from Florida Power's substation, contrary to the requirements of the Commission approved territorial agreement between the two utilities. That letter further acknowledged the importance of complying with orders of the Public Service Commission – in this case, the 1991 order approving the territorial agreement – and pledged assurance that Florida Power would cooperate fully to bring the matter to a satisfactory conclusion.*

Neither TECo nor FPC shared a copy of this letter with IMC, nor is it attached to the Joint Petition. It has been IMC's understanding that the service arrangements, which have been in place for many years, are in compliance with the territorial agreement. However, IMC would welcome the opportunity to discuss this situation and any alternative options with the parties.

(Additional facts relevant to the claims made in paragraphs 11-12 of the Joint Petition are set forth following paragraph 12.)

11. *On October 29, 2001 Tampa Electric wrote to IMC's Energy Engineering Manager advising that IMC's use of Florida Power supplied electricity to power its end use facilities in Tampa Electric's Commission approved service territory constitutes a*

violation of the approved territorial agreement and requested that steps be taken within the next 90 days to switch electric service from the end use facilities in question from Florida Power to Tampa Electric. A copy of that letter is attached hereto as Exhibit "B".

12. *Tampa Electric did not receive a response from IMC until it received a January 9, 2002 letter from IMC's Energy Engineering Manager. A copy of that letter is attached hereto as Exhibit "C". Rather than agreeing to switch service as requested, the January 9 IMC letter offered unacceptable alternatives.*

During November 2001, IMC offered to participate in a meeting between executives of TECo and IMC if that meeting would allow for discussion of both TECo's claims under the territorial agreement and other concerns that IMC had raised regarding the service that it was receiving from TECo. TECo did not respond to IMC's request for such a meeting.

There was also additional correspondence between IMC and TECo which is not attached to or referenced in the Joint Petition. In its January 9, 2002 letter to TECo, IMC (i) explained why it believed it was properly supplied from the Florida Power substation, (ii) requested that TECo provide a written explanation of its claim that service should be converted, (iii) pointed out the technical difficulties with receiving service from TECo, (iv) outlined some potential options for discussion, and (v) indicated its willingness to discuss the issue further.

Rather than calling IMC or scheduling a meeting after receiving IMC's letter, TECo sent a terse written response two days later rejecting all options and again threatening to terminate IMC's service. TECo's letter did not set forth any explanation for its position. A copy of TECo's letter, dated January 11, 2002, is attached as Exhibit B to this Petition to Intervene. IMC then wrote TECo on January 17, again requesting a meeting and again pointing out why IMC believed its existing service arrangements were appropriate. A copy of this letter is attached as Exhibit C to this Petition to Intervene. TECo's response to IMC's January 17 letter was to file the Joint Petition.

13. *Florida Power and Tampa Electric have been unsuccessful to date in attempting to persuade IMC to cooperate in switching electric service to the end use facilities in question from Florida Power to Tampa Electric despite several meetings and correspondence. It is incumbent upon Florida Power and Tampa Electric to take action to rectify this situation and to bring themselves into compliance with the Commission approved territorial agreement. An approved agreement, such as the joint petitioners' territorial agreement, becomes "an order of the Commission, binding as such on the parties." City Gas Company v. Peoples Gas System, Inc., 182 So.2d 429, 435 (Fla.1965).*

As outlined above, FPC and TECo have not made good faith efforts to "persuade" or work with IMC. In fact, TECo has failed to meet with IMC or explain its

demand. IMC continues to believe that its existing service arrangements are fully in compliance with the territorial agreement and the Commission's prior orders.



EXHIBIT B

**To the Petition to Intervene, Request For
Maintenance of The Status Quo and Request For
Mediation Filed By IMC Phosphates Company in
Docket No. 020105-EI**

January 11, 2002

Mr. Steven F. Davis
IMC Phosphates
5000 Old Hwy 37 South
P.O. Box 2000
Mulberry, FL 33860

Re: Service to IMC's Facilities located in Tampa Electric Company's
Commission Approved Territorial Area

Dear Mr. Davis:

Thank you for your letter dated January 9, 2002 in which you respond to our letter dated October 29, 2001. Tampa Electric is always open to discussing any suggestions that IMC may have. Unfortunately, the alternatives that you propose to address the illegal service that IMC currently receives for the pumps at issue are not acceptable. However, Tampa Electric will continue to search for options during the next two weeks that would prevent the termination of service to the Pumps in question at the end of this month. If we are able to identify any such options, we will certainly bring them to your attention. In the meantime, if IMC has any further thoughts with regard to resolution of the serious and continuing violation of the currently effective service territory agreement approved by the Florida Public Service Commission, we would welcome the opportunity to discuss the matter further. However, Tampa Electric's position, as stated in our October 29, 2001 letter, remains unchanged.

Sincerely,

Robert L. Jennings
Account Manager
Tampa Electric Company

Cc: Mr. Rich Krakowski
Mr. Steve Rudolph (Florida Power Corporation)

TAMPA ELECTRIC COMPANY
P. O. BOX 111 TAMPA, FL 33601-0111

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EXHIBIT C

**To the Petition to Intervene, Request For
Maintenance of The Status Quo and Request For
Mediation Filed By IMC Phosphates Company in
Docket No. 020105-EI**

January 17, 2002

Mr. Robert Jennings, Account Manager
TAMPA ELECTRIC COMPANY
P. O. Box 111
Tampa, FL 33601-0111

Dear Mr. Jennings:

I was perplexed by your response to my January 9th letter. The electric distribution lines constructed by IMC to serve IMC's integrated slurry system on IMC property may cross a geographical boundary contained in a non compete agreement between two utilities arbitrarily dividing IMC's rural vacant, but my reading of the agreement approved by the Florida Public Service Commission appears to contemplate a single service under similar conditions by the phosphate industry operating near your territorial boundaries. Thus IMC strongly disagrees with your contention that our company is taking illegal service for any part of our operations. There is, in our view, simply no "serious and continuing violation" of any territorial agreement.

Further discussions on this subject are certainly welcome. These discussions must address several current problems we are experiencing with your service and be conducted at the level of upper management to insure that our principals are well informed of the circumstances.

It would help us to prepare for these discussions if you would provide, as I requested in my letter, a narrative and detailed explanation summarizing the reasons why you think TECO should be serving the disputed sites.

I am also concerned that your one paragraph letter seems to contain a veiled threat that TECO intends to willfully terminate part of IMC's service in retaliation for its perception that this company is violating the non compete agreement with Florida Power. This threat gives us serious concern. We have referred it to legal counsel.

Please contact me at your earliest convenience to schedule a meeting between our two companies.

Sincerely,

Steve F. Davis
Manager Energy Engineering

cc: S. Autrey – TECO J. McWhirter
M. A. Hynes – IMC S. G. Rudolph – Florida Power
R. J. Krakowski – IMC J. Ramil - TECO

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing IMC Phosphates Company's Petition to Intervene, Request For Maintenance of The Status Quo And Request for Mediation has been provided by (*) hand delivery, (**) facsimile or U.S. Mail on this 8th day of February, 2002, to:

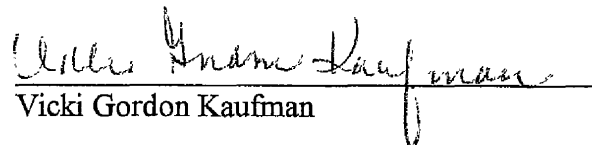
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