

**AMERICAN ARBITRATION ASSOCIATION
BEFORE INTERIM ARBITRATOR JOHN T. COUGHLIN**

**RELIANT ENERGY POWER GENERATION, INC.,
a Delaware Corporation; RELIANT ENERGY
ETIWANDA, LLC, a Delaware Limited Liability
Company; RELIANT ENERGY MANDALAY, LLC,
a Delaware Limited Liability Company; and
RELIANT ENERGY SERVICES, INC., a Delaware
Corporation,**

Claimants,

v.

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION, a California Nonprofit Public
Benefit Corporation; and DOES 1-500**

Respondent.

AWARD II

**Case No.
71 198 00295 99**

**I.
BACKGROUND**

On July 14, 1999, the American Arbitration Association (hereinafter referred to as "AAA"), notified John T. Coughlin, that he was appointed to be an Interim Arbitrator in a case involving *Reliant Energy Power Generation, et al.* (hereinafter referred to as "Reliant") and the *California Independent System Operator Corporation* (hereinafter referred to as "CAISO").

The issues decided by the Interim Arbitrator on August 13, 1999, were strictly procedural not substantive.

In early November of 1999, AAA notified the Interim Arbitrator that he was to arbitrate additional procedural issues that had arisen subsequent to his August 13, 1999 ruling.

II.
SEQUENCE OF EVENTS

On July 30, 1999, the three California utilities involved in this matter; San Diego Gas & Electric (SDG&E), Pacific Gas & Electric Company (PG&E), and Southern California Edison (Edison), each filed various counterclaims against the CAISO.

On August 20, 1999, PG&E filed a Petition for Intervention and a Demand for Arbitration of Counterclaim.

On August 24, 1999, Edison filed a Petition To Intervene and Claim for Damages and Declaratory Relief.

On August 24, 1999, SDG&E filed a Petition for Intervention and a Demand for Arbitration of Counterclaims.

On September 9, 1999, CAISO filed Comments on and Partial Opposition to Petitions for Intervention.

On October 8, 1999, Edison filed a Demand for Arbitration of its counterclaims previously filed.

On October 21, 1999, CAISO filed a Motion to Strike Demand for Arbitration.

On October 25, 1999, PG&E and SDG&E filed a written request with AAA that they were objecting to their exclusion from the process of selecting an arbitrator in the

instant case and that they, and all parties, be included in any future efforts to select a single or party designated arbitrator.

On November 1, 1999, Reliant in a letter to AAA argued that only the original parties to the arbitration may participate in the selection of an arbitrator.

On November 1, 1999, PG&E and SDG&E filed comments with AAA relative to CAISO's motion to strike Edison's Demand for Arbitration.

III.

RELEVANT LANGUAGE

A. Language from Dispute Resolution Protocol

13. DISPUTE RESOLUTION

13.1 Applicability.

13.1.1 General Applicability.

Except as limited below or otherwise as limited by law (including the rights of any party to file a complaint with FERC under the relevant provisions of the FPA), the ISO ADR Procedures shall apply to all disputes between parties which arise under the ISO Documents except where the decision of the ISO is stated in the provisions of this ISO Tariff to be final.

* * *

13.2.2 Statement of Claim.

In the event a dispute is not resolved through such good-faith negotiations, any one of the parties may submit a statement of claim, in writing, to each other disputing party, the ISO ADR Committee, and the ISO Governing Board, which submission shall commence the ISO ADR Procedures. The statement of claim shall set forth in reasonable detail (i) each claim, (ii) the relief sought, including the proposed award, if applicable, (iii) a summary of the grounds for such relief and the basis for each claim, (iv) the parties to the dispute, and (v) the individuals having knowledge of each claim. The other parties to the dispute

shall similarly submit their respective statements of claim within fourteen (14) days of the date of the initial statement of claim or such longer period as the chair of the ISO ADR Committee may permit following an application by the responding party. If any responding party wishes to submit a counterclaim in response to the statement of claim, it shall be included in such party's responsive statement of claim.

* * *

Supplemental Procedure 2

2.3. Summary of Claim

Any party submitting a statement of claim, a responsive statement of claim, or a counterclaim (any of which is hereinafter referred to as a "Claim") shall include in its filing with the AAA a summary of such Claim, suitable for posting on the ISO Web Site, in hard copy and on diskette in electronic format. Such summary shall be posted to meet the ISO's obligation to publish summaries of Claims as provided in Section 13.2.2 of the Tariff.

* * *

13.2.5 Demand for Arbitration.

If the disputing parties have not succeeded in negotiating a resolution of the dispute within thirty (30) days of the initial statement of claim or, if within that period the parties agreed to mediate, within thirty (30) days of the parties first meeting with the mediator, such parties shall be deemed to be at impasse and any such disputing party may then commence the arbitration process, unless the parties by mutual agreement agree to extend the time. A party seeking arbitration shall provide notice of its demand for arbitration to the other disputing parties, the ISO ADR Committee and the ISO Governing Board, which shall publish notice of such demand in the ISO newsletter or electronic bulletin board, and any other method adopted by the ISO ADR Committee.

* * *

Supplemental Procedure 3

3. Intervention by Third Parties

3.1 Right to Intervene

Any party whose interests may be affected by the outcome of the arbitration must file a written petition to intervene with the AAA within fifteen (15) days of publication by the ISO of the notice of the Demand for Arbitration and serve a copy on each participant in the arbitration and, if it is not a party, on the ISO. A list of participants shall be available from AAA.

3.2 Petition to Intervene

The petition to intervene shall set forth the grounds of the proposed intervention, the position and interest of the petitioner in the proceeding, and whether the petitioner's position is in support or opposition to the relief sought in the Demand for Arbitration.

3.3 Automatic Intervention

All parties may file comments on the intervention within fifteen (15) days. If there are no objections to joinder of the additional parties, the case will move forward pursuant to Section 6 of the Procedures, with all intervening parties joined through stipulation and sharing in the costs of the arbitration in an amount to be determined by the arbitrator(s).

3.4 Contested Intervention

- 3.4.1 If any objection to joinder of the additional parties is received, the AAA upon payment of the appropriate filing fee(s) will designate one arbitrator to consider the petitions and the objections thereto.
- 3.4.2 Upon satisfactory completion of the disclosure process required by Section 7 of the Procedures, the arbitrator shall be appointed and sent all petitions, objections and copies of other relevant documents.
- 3.4.3 The arbitrator shall have fourteen (14) days to consider the documents submitted and issue a decision in writing.
- 3.4.4 The arbitrator shall upon good cause shown grant the petition(s) for intervention provided that the issues in the arbitration will not be unduly broadened or the arbitration unduly extended.

3.5 Fees Regarding Intervention

3.5.1 There will be no additional charge if an intervention request is not challenged. If the request for intervention is challenged by a party to the dispute, the following fee schedule shall apply:

- Each party challenging an intervention and each challenged intervenor shall pay a \$150 fee (even if parties make joint filings)
 - plus compensation per hour for the arbitrator split between the intervenor(s) being challenged and the challenger(s) (such compensation rated to be determined based on arbitrator selected)
 - plus a \$75 surcharge per hour of arbitrator compensation split by the intervenor being challenged and by the challenger(s) (to cover AAA administrative costs).
- If the arbitrator finds that an intervention request or challenge was made in bad faith or for purposes of delay, the arbitrator shall have discretion to assess all of the fees and costs related to the intervention arbitration to the other party.
- After an intervention request has been granted, the intervenor shall file a statement of claim. If the intervenor seeks separate monetary relief, the intervenor shall pay the filing fee set forth in Supplemental Procedure 2.2.

* * *

13.3.1 Selection of Arbitrator

* * *

13.3.1.2 Disputes of \$1,000,000 or Over. Where the total amount of claims and counterclaims in controversy is \$1,000,000 or more (exclusive of interest and costs), the disputing parties may agree on any person to serve as a single arbitrator, or shall endeavor in good faith to agree on a single arbitrator from a list of ten (10) qualified individuals provided by the ISO ADR Committee, or if the ISO is a party to the dispute, the names of at least ten (10) qualified individuals supplied by the American Arbitration Association within fourteen (14) days following submission of the demand for arbitration. If the parties are unable to

agree on a single arbitrator within the stated time, the party or parties demanding arbitration, and the party or parties responding to the demand for arbitration, shall each designate an arbitrator. Each designation shall be from the ISO ADR Committee list of arbitrators no later than the tenth (10th) day thereafter. The two arbitrators so chosen shall then choose a third arbitrator.

* * *

13.3.14 Costs.

The costs of the time, expenses, and other charges of the arbitrator shall be borne by the parties to the dispute, with each side on an arbitrated issue bearing its pro-rata share of such costs, and each party to an arbitration proceeding bearing its own costs and fees. ...

B. ISO Tariff Language

11.6.1.2 Each Scheduling Coordinator shall have a period of ten (10) days from receipt during which it may review the Preliminary Settlement Statement and notify the ISO of any errors. No later than sixty one (61) days after the Trading Day to which it relates, the ISO shall issue a Final Settlement Statement to each Scheduling Coordinator for that Trading Day.

* * *

11.7.2 . Validation.

Each Scheduling Coordinator shall have the opportunity to review the terms of the Preliminary Settlement Statements that it receives. The Scheduling Coordinator shall be deemed to have validated each Preliminary Statement unless it has raised a dispute or reported an exception within ten (10) days. Once validated, a Preliminary Settlement Statement shall be binding on the Scheduling Coordinator to which it relates, unless the ISO performs a Settlement re-run pursuant to Section 11.6.3 of this ISO Tariff.

IV.
ISSUES

A. Intervention

Edison, PG&E and SCD&E (hereinafter referred to as the "California Utilities") have all moved to intervene in the case at bar. On September 9, 1999, CAISO filed with AAA the following Comments on and Partial Opposition to Petitions for Intervention:

The ISO has no objection generally to intervention of PG&E, SDG&E, or Edison. Under sections 11.6.1.2 and 11.7.2 of the ISO Tariff, however, disputes concerning Settlement Statements must be raised within 10 days of receipt of the Settlement Statement. The ISO does object, therefore, to the Interventions to the extent they seek consideration in these proceedings of matters that have not previously been raised pursuant to the terms of the ISO Tariff.

Similarly, the dispute in this proceeding is limited to the \$8 million that Claimants assert are due them. This ISO therefore also objects to the Interventions to the extent that they seek damages or other relief in excess of the \$8 million in dispute.

PG&E and SDG&E argue that the CAISO in its September 9, 1999 Comments on and Partial Opposition to Petitions for Intervention expressly stated, "The ISO has no objection generally to the intervention of PG&E, SDG&E, or Edison."

Discussion

The Interim Arbitrator is aware that there have been several discussions between all the parties to this case, including AAA, that are not part of the record currently before the Arbitrator. However, the clear language of CAISO's aforementioned September 9, 1999 Comments states *inter alia*:

- "The ISO has no objection generally to the intervention of PG&E, SDG&E or Edison."

- "The ISO does object, therefore, to the Interventions to the extent they seek consideration in these proceedings of matters that have not previously been raised pursuant to the terms of the ISO Tariff."
- "This ISO therefore also objects to the interventions to the extent they seek damages or other relief in excess of the \$8 million in dispute."

Based upon the above, the Interim Arbitrator concludes that the CAISO by its language previously quoted on page 8 of this Award, clearly and expressly waived any general, procedural objection to the intervention by the California Utilities.

The Interim Arbitrator further concludes that as to the two specific above-quoted objections raised by CAISO, that these objections relate to substantive matters and are therefore beyond the scope of authority of the undersigned Arbitrator.

Consequently, the Interim Arbitrator finds that the California Utilities are legitimate Intervenors in the instant procedural case.

B. Right of Intervenors to Participate in the Selection of an Arbitrator

CAISO and Reliant both argue that under the ISO Tariff, only the original parties to the arbitration may participate in the selection of an arbitrator. CAISO contends that Edison has no present standing to participate in the selection of an arbitrator since no arbitrator has ruled on Edison's Petition for Intervention.

PG&E and SDG&E note that AAA by a letter dated October 13, 1999 requested parties to notify AAA by October 25, 1999 of their mutually agreed upon arbitrator pursuant to Procedure Rule 13.3.1.2. PG&E and SDG&E in an October 25, 1999 joint

letter objected to their being excluded as counter-claimants from the arbitrator selection process. The aforementioned utilities contend that their interests in this case are direct and substantial, and that they as counter-claimants are among those responsible for paying Reliant and CAISO's bills. Consequently, they argue that they "must have a direct say not only in how this case is decided but also in who will decide it." Finally, the above-mentioned utilities note that they strongly urged AAA to include all parties in the selection of an arbitrator.

Edison in its Motion in support of its right to participate in the selection of an arbitrator argues that:

...Rule 13.3.1.2 does not expressly provide what happens if there are numerous complainants or respondents and they are unable to agree on a single arbitrator for their side of the dispute. Presumably, in such a case the parties would be forced to resolve their differences and agree on a mutually acceptable arbitrator. Clearly, the same procedure would enable intervenors to fully participate, with the original parties, in the selection of an arbitrator.

Edison in its aforementioned Motion asserts that once intervenors become parties in the case, they share the costs of arbitration, are bound by the arbitrator's decision, and bear the costs of that decision which could amount to millions of dollars. Edison further argues that due process requires that once intervenors become parties in a case, they must have a full and equal say in the selection of the arbitrator.

Discussion

Having already concluded that California Utilities are proper intervenors in the case at bar, the issue then becomes whether CAISO and Reliant are correct in asserting

under the ISO Tariff that only the original parties to the arbitration may participate in the selection of an arbitrator.

A reading of 13.3.1.2 reveals no verbiage limiting participation in the arbitration process to the original parties in a dispute. The California Utilities have all filed demands to arbitrate their respective counterclaims in the case at bar. The language in section 13.3.1.2 relating to the selection of an Arbitrator in "Disputes of \$1,000,000 or Over" states *Inter alia*:

If the parties are unable to agree on a single arbitrator within the stated time,¹ the party or parties demanding arbitration, and the party or parties responding to the demand for arbitration, shall each designate an arbitrator. (Emphasis Supplied).

The Interim Arbitrator finds that the "parties demanding arbitration" are: Reliant, who originally filed a Demand for Arbitration against the CAISO and the three intervening California Utilities, who filed their Demands for Arbitration of their respective counterclaims against the aforementioned ISO.

In that the California Utilities having properly both Intervened and made a Demand for Arbitration of their counterclaims, said Utilities are consequently required to pay their share of the costs of arbitration. Section 13.3.14, "Costs", states *Inter alia*:

The costs of the time, expenses, and other charges of the arbitrator shall be borne by the parties to the dispute, with each side on an arbitrated issue bearing its pro-rata share of such costs, and each party to the arbitration proceeding bearing its own costs and fees. (Emphasis added).

¹ This is the reality thus far in the instant case.

If Intervening parties are not able to participate in the arbitration process, why incur the costs to intervene² and the costs of arbitration?³

If in the instant case, the disputing parties are given a right to Intervene pursuant to Supplemental Procedure 3 of the Dispute Resolution Protocol but are not able to participate in the selection of an arbitrator as set forth in 13.3.1.2 of that Protocol, their intervention clearly is rendered impotent. In addition, such nonparticipation by the Intervenors in the arbitrator selection process would cause the requirement for the "parties demanding arbitration" to bear the costs of arbitration to become nonsensical and meaningless.

Arbitrators have long held that if alternative interpretations of a clause are possible, one in which would give meaning and effect to another provision of the contract, while the other would render the other provision meaningless or ineffective, the arbitrator should choose the interpretation which would give effect to all provisions.⁴

As Arbitrator Updegraff stated:

It is axiomatic in contract construction that an interpretation which tends to nullify or render meaningless any part of the contract should be avoided because

² See Supplemental Procedure 3, which lists the costs of intervention.

³ See Section 13.3.14 "Costs".

⁴ E.g., Arbitrator Richman in 76 LA 635, 638; Ordman in 75 LA 1288, 1292; Elkouri in 71 LA 381, 395; Gratz in 70 LA 387, 394; Witney in 50 LA 535, 538; Summers in 48 LA 137, 140; Leonard in 47 LA 661, 665; Merrill in 46 LA 1044, 1047; Layman in 45 LA 417, 424-425; Fraker in 42 LA 1073, 1075; Rohman in 40 LA 1217, 1221; Hale in 39 LA 310, 314; Herbert in 29 LA 469, 473; Kelliher in 27 LA 798, 800; Coffey in 12 LA 1117, 1120; Merrill in 11 LA 25, 30; Aaron in 10 LA 227, 233; McCoy in 4 LA 310, 313. Cf., Plat in 9 LA 91, 94.

of the general presumption that the parties do not carefully write into a solemnly negotiated agreement words intended to have no effect.⁵

The Interim Arbitrator finds that the "parties demanding arbitration" are Reliant, who originally filed a Demand for Arbitration against the CAISO and the three intervening California Utilities, who have filed their demands for arbitration of their respective counterclaims against the CAISO.

AAA has informed the Interim Arbitrator that both Reliant and CAISO have picked a designated arbitrator. As noted previously, PG&E and SDG&E on October 25, 1999 in a joint letter to AAA "objected to their continued exclusion from selection of an arbitrator in this case and request the Association to include all parties, including counter-claimants, in any further efforts to select either a single or party-designated arbitrator in accordance with Rule 13.3.1.2."

Consequently, having found that the California Utilities are "parties demanding arbitration," any selection of a party-designated arbitrator by Reliant as the other party demanding arbitration is not binding on the California Utilities in that they were not part of that selection process. If the California Utilities agree with the party-designated arbitrator chosen by Reliant, that selection remains in place. If they do not all agree, then the Interim Arbitrator finds that Reliant's arbitrator selection was contrary to 13.3.1.2 in that it did not involve the other "parties demanding arbitration." Therefore, absent total agreement as to the chosen party designated arbitrator by all arbitration-

⁵ John Deere Tractor Co., 5 LA 631, 632 (Updegraff). Also see Arbitrator Scheiber in 49 LA 557, 562-563.

demanding parties, Reliant's selection of such an arbitrator was, and is, inoperative and invalid.

C. CAISO's Motion To Strike Demand For Arbitration

CAISO in its Motion argues that Edison lacks standing to assert any claim against the CAISO since, "(1) It failed to protest the relevant "Settlement Statements" as required by the ISO Tariff; and, (2) SCE failed to follow and exhaust the applicable ADR Procedures established by that same tariff prior to making a demand for arbitration."

Specifically, CAISO argues that under sections 11.6.1.2 and 11.7.2 of the ISO tariff, disputes concerning Settlement Statements must be raised within 10 days of the receipt of the Settlement Statement. It claims that Edison failed to timely satisfy this requirement.

CAISO further argues that even assuming *arguendo* that Edison had raised its claim in accordance with the above-noted tariff requirement, that its demand for arbitration would fail in that said demand did not follow the "Negotiation and Mediation" procedures set forth in section 13.2 of the ISO tariff. Namely, that those procedures mandate "good faith efforts to negotiate to resolve any disputes"; require presentation of a claim to the ISO Board and the ISO Governing Board; and provide the opportunity for mediation prior to the initiation of arbitration.

Discussion

The Interim Arbitrator finds that the arguments relating to the "Settlements Cycle" (Article 11.6 of the CAISO tariff) and the "Confirmation and Validation" of the

Settlements (Article 11.7 of the CAISO tariff) are substantive arguments and, therefore, are beyond the pale of the Interim Arbitrator's authority to decide only procedural, not substantive issues.

As to CAISO's argument that Edison, and by implication SDG&E and PG&E, did not satisfy the ADR components of negotiation and mediation, the Interim Arbitrator finds that those provisions were satisfied by the original party demanding arbitration, Reliant. He further finds that those ADR provisions do not apply to the legitimate Intervenor in the instant case (the California Utilities), said Intervenor having properly demanded arbitration of their respective counterclaims.

V.

FINDINGS OF FACT AND LAW

Pursuant to the mandate found in Section 13.3.11.1 of CAISO's Tariff, the Interim Arbitrator makes the following FINDINGS OF FACT AND LAW.

FINDINGS OF FACT

1. SDG&E, PG&E and Southern California Edison (the California Utilities), are all California public utility corporations.
2. The Reliant Energy Power Generation, Inc., et al, are Delaware Corporations.
3. CAISO is a California non-profit public benefit corporation.
4. CAISO was created as part of the restructuring of the State of California's electric power system and is regulated by the Federal Energy Regulatory Commission (FERC).

5. On July 14, 1999, AAA, notified John T. Coughlin that he was appointed to be an Interim Arbitrator on procedural issues in a case involving Reliant and CAISO, Case No. 71 198 00295 99.
6. On August 13, 1999, the Interim Arbitrator issued FINDINGS OF FACT and LAW and AWARD.
7. On November 5, 1999 John T. Coughlin was appointed Interim Arbitrator in the above-noted case to decide additional procedural issues that had arisen since the issuance of his award.
8. The Sequence of Events were previously set forth on pages two and three of this Award and are hereby found to be Findings of Fact without requiring a redundant recitation of those events.
9. That the CAISO for the reasons previously articulated in this Award did clearly and expressly waive any general procedural objection to the intervention by the California Utilities in the case at bar.
10. That for the reasons previously articulated in this Award, the specific objections to the intervention by the California Utilities relate to substantive matters and are beyond the authority of the instant procedural Arbitrator to decide.
11. That for the reasons previously articulated in this Award, the California Utilities are hereby found to be proper Intervenors and parties in the instant case.
12. That for reasons previously articulated in the Award, the California Utilities having been found to be proper Intervenors and parties in the case at bar, said Utilities are

consequentially required to pay their fair share of the costs of Intervention and arbitration.

13. That contrary to the arguments of Reliant and CAISO, for the reasons articulated previously in this Award, the language found in Section 13.3.1.2 of the Dispute Resolution Protocol relating to the selection of an Arbitrator, does not contain any verblage limiting participation in the selection of an Arbitrator to the original parties to the arbitration.
14. That for the reasons previously articulated in this Award, the Interim Arbitrator finds that the aforementioned Section 13.3.1.2. allows the " parties demanding arbitration" to designate an arbitrator when, as in the instant case, the parties can not agree to a single arbitrator; that the California Utilities, along with Reliant, are "parties demanding arbitration" and that said Utilities are eligible to participate in the selection of an arbitrator.
15. That for the reasons previously articulated in this Award, if Reliant has chosen a party-designated arbitrator, said selection, absent approval of that selection by all three of the California Utilities, is hereby ruled to be inoperative and invalid.
16. That for the reasons previously articulated in this Award, CAISO's Motion to Strike Demand for Arbitration of Edison's counterclaims is hereby rejected and dismissed.

FINDINGS OF LAW

1. That the general, procedural objection by CAISO to the Intervention by the California Utilities in the case at bar was as a matter of law clearly and expressly waived by

CAISO in its September 9, 1999 Comments on and Partial Opposition to Petitions for Intervention; consequently, the undersigned finds that the three California Utilities are proper intervenors in the instant case.

2. That the California Utilities are proper "parties demanding arbitration" under 13.3.1.2 of the Dispute Resolution Protocol and are thus eligible to participate in the selection of either a single arbitrator or a party designated arbitrator.
3. That if in fact Reliant has previous to the date of this Arbitration Award chosen a party designated arbitrator, said selection was contrary to section 13.3.1.2 of the aforementioned Protocol in that the three California Utilities as "parties demanding arbitration" were not part of that selection process.
4. That absent approval of all of the "parties demanding arbitration," including the three California Utilities, said selection by Reliant was, and is, contrary to 13.3.1.2 of the Protocol and it is therefore held by the Interim Arbitrator to be inoperative and null and void.
5. That CAISO's Motion to Strike Demand for Arbitration is hereby found to be without merit for the reasons previously articulated in this Award.

VI.

AWARD

That based on the evidence in the record, the terms of CAISO's FERC Tariff (including said Tariff's Dispute Resolution Protocol), Section 205 and other relevant sections of the Federal Power Act, FERC regulations and decisions relating to

Independent System Operators and Regional Transmissions Organizations, applicable state of California and other federal laws, and the aforesaid FINDINGS OF FACT and LAW, the Interim Arbitrator renders the following AWARD:

1. That Southern California Edison, Pacific Gas and Electric and San Diego Gas & Electric, the California Utilities, did properly intervene in the case at bar.
2. That the California Utilities are proper "parties demanding arbitration" of their respective counterclaims against CAISO.
3. That CAISO's Motion To Strike Demand for Arbitration is hereby denied.
4. That the selection of a party designated arbitrator by Reliant is hereby held to be null and void, absent unanimous agreement by the California Utilities.
5. That the three California Utilities must be given the unfettered opportunity to participate in the selection of either a single arbitrator or a party designated arbitrator, depending on whether total agreement by all the parties involved in the case at bar is achieved or not achieved relative to the selection of a single arbitrator.

Submitted this 15th day of December 1999.

BY:



John T. Coughlin

Interim Arbitrator