

August 11, 1983

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DOCKETED  
USNRC

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UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

OFFICE OF SECRETARY  
DOCKETING & SERVICE  
BRANCH

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

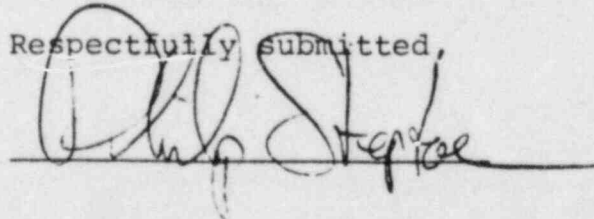
In the Matter of	)	
	)	Docket Nos. 50-329-OM
CONSUMERS POWER COMPANY	)	50-330-OM
	)	50-329-OL
(Midland Plant, Units 1	)	50-330-OL
and 2)	)	

Dear Administrative Judges:

Enclosed are Consumers Power Company's "Answer and Affirmative Defenses to First Amended Complaint," "Counter-claim" and "Notice of Taking of Depositions" in the Dow lawsuit. Note that most of the allegations in Dow's First Amended Complaint are denied as untrue.

In the future, Applicant does not plan to send the Licensing Board all the pleadings, discovery materials, and so forth generated in the Dow lawsuit. We do however recognize our obligation under Duke Power Company (William B. McGuire Nuclear Station, Units 1 and 2), ALAB-143, 6 AEC 623 (1973) to keep the Licensing Board informed of new information which is relevant and material to the matters in controversy in this proceeding. We also note that since the case is being litigated in the Circuit Court for Midland County and doubtless will be thoroughly reported in the local media, intervenors may also acquire information about the Dow lawsuit and bring it to your attention. We do not intend to race intervenors to the mailbox, nor will we send you notifications which are duplicative of information previously provided by the intervenors or the Staff. If this approach is not satisfactory please let us know.

Respectfully submitted,



cc: Service List

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STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF MIDLAND

DOCKETED  
USNRC

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THE DOW CHEMICAL COMPANY,  
Plaintiff,

OFFICE OF SECRETARY  
DOCKETING & RECORDS  
Case No. 83-002232-CK-D

-vs-

CONSUMERS POWER COMPANY,  
Defendant.

\_\_\_\_\_  
Herbert H. Edwards (P-13112)  
and Kirkland & Ellis  
Attorneys for Plaintiff

Barris, Sott, Denn & Driker  
By: Eugene Driker (P-12959)  
Attorneys for Defendant  
\_\_\_\_\_

ANSWER AND AFFIRMATIVE DEFENSES  
TO FIRST AMENDED COMPLAINT

Defendant, Consumers Power Company ("Consumers Power"), by its attorneys, Barris, Sott, Denn & Driker, for its answer and affirmative defenses to the First Amended Complaint states as follows:

GENERAL ALLEGATIONS

1. Admitted.
2. Admitted.
3. Consumers Power admits personal and subject matter jurisdiction, but neither admits nor denies the allegations as to the appropriateness of declaratory relief in this case.
4. Admitted.
5. Consumers Power admits that at the instigation of Dow, Consumers Power and Dow began discussions in 1966 concerning the supply of steam to Dow from a power plant to be constructed by Consumers Power, but denies that prior to that time it was planning to construct a nuclear power plant at

Midland and denies that at the outset of such discussions any particular plant design had been selected.

6. Consumers Power admits that on or about December 13, 1967, it and Dow executed a General Agreement which was amended and supplemented from time to time (the "1967 Contract"), the terms of which provided that the parties would later execute a contract under which Consumers Power would supply steam to Dow under the terms and conditions set forth therein, which steam service contract was in fact executed by the parties on or about January 30, 1974.

7. Consumers Power admits that, as between itself and Dow, under the 1967 Contract it had and under the 1978 General Agreement it continued to have responsibility for the design, construction and operation of the Midland Nuclear Facility, subject to a variety of federal and state laws, regulations, rules and orders, and further subject to various other conditions, as set forth in the contracts.

8. Denied as untrue.

9. Consumers Power admits that the 1978 General Agreement cancelled and superseded the 1967 Contract and the related 1974 water supply, electric service and steam service contracts, but denies the conclusory allegations as to the reasons for the parties executing the 1978 General Agreement.

10. Consumers Power denies that the 1978 General Agreement is accurately excerpted in Paragraph 10.

#### COUNT I

#### MISREPRESENTATION AND NON-DISCLOSURES

11. Denied as untrue.

12. Denied as untrue.

13. Denied as untrue.

14. Denied as untrue.

15. Denied as untrue.

16. Denied as untrue. Further answering Paragraph 16, Consumers Power states that (a) all information provided by it to Dow in connection with the negotiation and execution of the 1978 General Agreement was true

and accurate, to the best of Consumers Power's then knowledge or belief, and (b) all such negotiations were merged in the 1978 Agreement, which, together with a December 30, 1969 electric service contract and a June 21, 1978 electric service contract, contained the entire agreement of the parties with respect to the subject matter of the 1978 Agreement.

17. Denied as untrue.

18. Denied as untrue.

19. Denied as untrue.

20. Denied as untrue.

21. Denied as untrue.

22. Admitted. Further answering paragraph 22, Consumers Power states that it notified Dow on April 11, 1983, that Unit 2 of the facility was expected to be in commercial operation in February, 1985 and Unit 1 was expected to be in commercial operation in August, 1985.

23. Denied as untrue, except that Consumers Power admits that on July 14, 1983, Dow purportedly served a notice on Consumers Power that Dow was terminating the 1978 General Agreement and was reserving its rights to pursue other legal remedies. Consumers Power denies the legal efficacy of such notice because of Dow's simultaneous unjustified repudiation of its contractual obligation to pay to Consumers Power the termination payment required under the 1978 General Agreement.

24. Denied as untrue.

## COUNT II

### BREACH OF CONTRACT AND FIDUCIARY DUTIES

25. The answers to paragraphs 1 through 24 are incorporated by reference.

26. Consumers Power denies that its duties under the 1978 General Agreement are accurately stated in Paragraph 26. Consumers Power denies that it had a fiduciary relationship with Dow.

27. Denied as untrue.

28. Denied as untrue.

29. Denied as untrue.

COUNT III

EXCUSE BY REASON OF FAILURE  
OF FUNDAMENTAL ASSUMPTIONS

30. The answers to paragraphs 1 through 24 are incorporated by reference.

31. Denied as untrue.

32. Denied as untrue.

COUNT IV

CALCULATION OF TERMINATION PAYMENT UNDER  
SECTION 9 OF THE 1978 GENERAL AGREEMENT

33. The answers to paragraphs 1 through 24 are incorporated by reference.

34. Denied as untrue.

35. Denied as untrue.

36. Consumers Power neither admits nor denies these allegations because it lacks sufficient knowledge as to what actions, if any, Dow may have taken, and it leaves Dow to its proofs.

37. Denied as untrue. The 1978 General Agreement speaks for itself.

38. Denied as untrue.

COUNT V

NEGLIGENCE

39. The answers to paragraphs 1 through 24 are incorporated by reference.

40. The 1978 General Agreement sets forth the respective duties of the parties. Consumers Power has fulfilled all duties required of it. To the extent the allegations of this paragraph are to the contrary, they are denied as untrue.

41. Denied as untrue.

42. Denied as untrue. Any claims of negligence are subject to the doctrine of comparative negligence.

#### AFFIRMATIVE DEFENSES

1. Dow's claims are barred, in whole or in part, by the applicable statute of limitations.

2. To the extent that any of Dow's claims are based upon acts or omissions prior to June 21, 1978, they are barred by the provisions of the 1978 General Agreement.

3. Any delays or failures of Consumers Power in performance under the 1978 General Agreement, including but not limited to those relating to the projected completion dates, were caused by the exercise of authority or regulation by agencies of the governments of the United States and the State of Michigan, judicial or quasi-judicial action and other causes beyond the reasonable control of Consumers Power, thereby excusing Consumers Power from any resulting liability to Dow, pursuant to Section 7 of the 1978 General Agreement and the doctrine of impossibility of performance.

4. Dow has failed to exercise its option to terminate the 1978 General Agreement in good faith.

5. By repudiating its obligation to make the termination payment required under Section 9 of the 1978 General Agreement, Dow has failed to exercise its option to terminate the 1978 General Agreement strictly in accordance with its terms and such purported termination was therefore ineffective.

6. Dow assumed the risk of non-completion of the Midland Nuclear Facility within the projected time.

7. Having sought to effect termination of the 1978 General Agreement, Dow has made an election of remedies and is thereby precluded from seeking other relief.

8. Neither punitive nor exemplary damages are recoverable by Dow.

9. Dow has failed to mitigate its damages, if any.

10. Dow, by its own conduct, has waived its claims against Consumers Power or is estopped from seeking or obtaining relief against Consumers Power.

11. Any claims of negligence by Dow are subject to reduction as a result of Dow's comparative negligence.

12. All negotiations between Dow and Consumers Power with respect to the 1978 General Agreement were merged into that contract, which, together with certain electric service contracts, contained the full agreement of the parties with respect to the subject matter of the 1978 General Agreement.

13. With respect to each count of its First Amended Complaint, Dow has failed to state a claim upon which relief may be granted.

14. Consumers Power reserves the right to amend or supplement its affirmative defenses upon completion of discovery.

PRAYER FOR RELIEF

WHEREFORE, defendant Consumers Power prays for a judgment of no cause of action in its favor and against The Dow Chemical Company and an award to Consumers Power of its costs and attorneys fees incurred in defending this action.

BARRIS, SOTT, DENN & DRIKER

By: 

Eugene Driker (P-12959)

Attorneys for Defendant  
2100 First Federal Building  
1001 Woodward Avenue  
Detroit, MI 48226  
(313) 965-9725

August 5, 1983



STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF MIDLAND

THE DOW CHEMICAL COMPANY,  
Plaintiff,

Case No. 83-002232-CK-D

-vs-

CONSUMERS POWER COMPANY,  
Defendant.

\_\_\_\_\_/

Herbert H. Edwards (P-13112)  
and Kirkland & Ellis  
Attorneys for Plaintiff

Barris, Sott, Denn & Driker  
By: Eugene Driker (P-12959)  
Attorneys for Defendant  
\_\_\_\_\_ /

COUNTERCLAIM

Consumers Power Company, by its attorneys, Barris, Sott, Denn & Driker, counterclaims against The Dow Chemical Company as follows:

COUNT 1

Declaratory Judgment

1. Counter-plaintiff, Consumers Power Company ("Consumers Power"), is a Michigan corporation with its principal place of business in the City of Jackson, Jackson County, Michigan. Consumers Power is engaged in the sale of electricity and natural gas in the State of Michigan, including Midland County.
2. Counter-defendant, The Dow Chemical Company ("Dow"), is a Delaware corporation with its principal place of business at 2030 Dow Center in the City of Midland, Midland County, Michigan. Dow is engaged in the manufacture of chemicals and other products.
3. In 1966 Dow approached Consumers Power with the proposal that Consumers Power construct a nuclear powered cogeneration facility near Dow's

Midland manufacturing complex to provide both steam and electricity to Dow and additional electricity to the Consumers Power system. No such cogeneration facility using nuclear power had previously been used in the United States for other than military applications.

4. Dow and Consumers Power jointly sponsored a feasibility study for such a facility and jointly concluded that such a facility was technically feasible and licensable under the then current standards of the United States Atomic Energy Commission.

5. The discussions and negotiations between Dow and Consumers Power culminated in a written contract between them, dated December 13, 1967, which, as later amended and supplemented, is referred to herein as the "1967 Contract".

6. Under the 1967 Contract, Consumers Power agreed to build a nuclear cogeneration plant near the Dow Midland complex and the parties agreed to execute later a contract under which Dow would purchase steam therefrom. The parties entered into the steam service contract on or about January 30, 1974.

7. In 1977 and 1978 Dow and Consumers Power conducted lengthy negotiations to amend the 1967 Contract. Those negotiations, at which each party was represented by senior officers and by counsel, culminated in the execution of a new agreement on June 21, 1978 (the "1978 General Agreement"), a copy of which is attached to the original complaint in this cause and is incorporated herein by reference.

8. The 1978 General Agreement granted to Dow an option to terminate the Agreement under limited circumstances, as set forth in Section 9 thereof.

9. Pursuant to Section 9 of the 1978 General Agreement, upon exercise of its termination option Dow is obligated to pay to Consumers Power a termination payment calculated as set forth therein and in the Coordination Manual provided for in Section 1.8 of the 1978 General Agreement, a copy of which is in the possession of Dow.

10. On or about July 14, 1983, Dow purportedly notified Consumers Power that it was exercising its option to terminate the 1978 General Agreement. Dow neither made nor tendered payment to Consumers Power of all

or any part of the termination payment required of it under the 1978 General Agreement, nor did it acknowledge its obligation to make such payment.

11. In its notice of July 14, 1983 including the document attached thereto, Dow, without justification, repudiated its obligation to make the termination payment required by the 1978 General Agreement.

12. By repudiating its obligation to make the termination payment required under Section 9 of the 1978 General Agreement, Dow has failed to exercise its option to terminate the 1978 General Agreement strictly in accordance with its terms and such purported termination is therefore ineffective.

13. By its notice to Consumers Power of July 14, 1983, and by its First Amended Complaint filed in this Court, Dow claims that it has validly exercised its termination option under the 1978 General Agreement. Consumers Power has denied the validity of Dow's action. An actual dispute exists between Consumers Power and Dow concerning the validity of Dow's exercise of its termination option, for which declaratory relief is appropriate.

#### COUNT 2

##### Money Judgment Against Dow for Bad Faith Breach of Contract

14. Consumers Power incorporates by reference paragraphs 1 through 13.

15. Dow owed a common law and contractual duty to Consumers Power to perform its obligations under the 1978 General Agreement in good faith and only to exercise the termination option granted it thereunder in good faith.

16. Upon information and belief, Dow's purported termination of the 1978 General Agreement was undertaken in bad faith, in breach of Dow's obligations to Consumers Power.

17. As a direct and proximate result of Dow's bad faith exercise of the termination option, Consumers Power has suffered damages in excess of \$10,000 and will continue to suffer damage in the future.

COUNT 3

Money Judgment Against Dow  
For Termination Payment

18. Consumers Power incorporates by reference paragraphs 1 through 13.

19. Dow has unjustifiably repudiated its contractual obligation to make the termination payment required of it under the 1978 General Agreement.

20. Consumers Power is contractually entitled under the 1978 General Agreement to the termination payment from Dow, in an amount in excess of \$10,000.

Relief

WHEREFORE, Consumers Power prays for the following relief:

(a) Entry of a declaratory judgment that Dow has failed validly to exercise the termination option under the 1978 General Agreement and that it has breached that contract;

(b) Entry of a judgment in its favor and against Dow in an amount (in excess of the \$10,000 jurisdictional limit of this Court) equal to (i) the full termination payment provided for under the 1978 General Agreement, and (ii) all other damages incurred by Consumers Power as a result of Dow's conduct, and interest as provided by law;

(c) An award of Consumers Power's costs and attorneys fees; and

(d) All other relief to which Consumers Power is entitled.

BARRIS, SOTT, DENN & DRIKER

By: 

Eugene Draker (P-12959)  
Attorneys for Defendant and  
Counter-plaintiff  
2100 First Federal Building  
1001 Woodward Avenue  
Detroit, MI 48226  
(313) 965-9725

DATE: August 5, 1983

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF MIDLAND

THE DOW CHEMICAL COMPANY,

Plaintiff,

Case No. 83-002232-CX-D

-vs-

CONSUMERS POWER COMPANY,

Defendant.

\_\_\_\_\_  
Herbert H. Edwards (P-13112)  
and Kirkland & Ellis  
Attorneys for Plaintiff

Barris, Sott, Wenn & Driker  
By: Eugene Driker (P-12959)  
Attorneys for Defendant  
\_\_\_\_\_

NOTICE OF TAKING OF DEPOSITIONS

TO: Herbert H. Edwards, Esq.  
Law Offices of Herbert H. Edwards, P.C.  
2612 Ashman, P.O. Box 1883  
Midland, MI 48640

AND: Samuel A. Haubold, Esq.  
Kirkland & Ellis  
200 E. Randolph Dr.  
Chicago, Illinois 60601

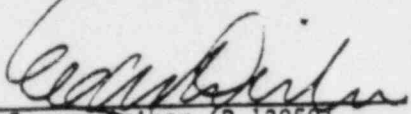
GENTLEMEN:

Pursuant to the provisions of Chapter 30 of the Michigan General Court Rules of 1963, defendant and counter-plaintiff, Consumers Power Company, will take the deposition upon oral examination of plaintiff, by and through its officers and employees listed below, at 2500 E. Miller Road, Midland, Michigan, commencing at the dates and times indicated. The respective depositions will continue from day to day:

<u>Name of Deponent</u>	<u>Commencement Date</u>	<u>Time</u>
The corporate secretary or other custodian of records of The Dow Chemical Company (for production and copying of the documents listed on the attached Subpoena)	Thursday, August 18, 1983	10:00 a.m.

<u>Name of Deponent</u>	<u>Commencement Date</u>	<u>Time</u>
Remigius A. Gaska	Tuesday, September 6, 1983	10:00 a.m.
D. D. DeLine	Tuesday, September 13, 1983	10:00 a.m.
James R. Burroughs	Tuesday, September 27, 1983	10:00 a.m.
Michael R. Clayton	Tuesday, October 11, 1983	10:00 a.m.

BARRIS, SOJT, DENN & DRIKER

By:   
 Eugene Draker (P-12959)  
 Attorneys for Defendant and  
 Counter-Plaintiff  
 2100 First Federal Building  
 1001 Woodward Avenue  
 Detroit, MI 48226  
 (313) 965-9725

DATE: August 5, 1983

State of Michigan,

Circuit Court for the County of MIDLAND

THE DOW CHEMICAL COMPANY PLAINTIFF

SUBPOENA FOR TAKING DEPOSITION AND FOR PRODUCTION OF DOCUMENTS

vs.

CONSUMERS POWER COMPANY DEFENDANT

File No. 83-002232-CK-D

IN THE NAME OF THE PEOPLE OF THE STATE OF MICHIGAN:

TO: The corporate secretary or other custodian of records of The Dow Chemical Company

(SEAL)

You are commanded, that, laying aside all and singular your business and excuses, you be and appear

at 3500 E. Miller Road in the City of Midland in said County on Thursday

August 18, 1983, at 10:00 o'clock in the forenoon to give your deposition pursuant to notice of examination given by Consumers Power Company proof of service of such notice having been filed, and that you bring with you and then and there produce

certain

Documents as described on Exhibit A attached

now in your custody, or under your control, and all other

which you have in your custody or under

your control, concerning the subject matter involved in above entitled action, to-wit:

and for failure so to attend and to produce the said

you will be deemed guilty of a Contempt of said Court.

WITNESS, The Honorable David S. DeWitt, Judge of said Circuit

Court, at the Circuit Court Room, in Midland, Michigan in said County, on

August 5, 1983.

Attorneys for Defendant

Clerk.

BUSINESS ADDRESS: BARRIS, SOTT, DENN & DRIKER 2100 First Federal Building 1001 Woodward Avenue Detroit, MI 48226

By Deputy Clerk.

## EXHIBIT A

### Definitions

As used herein:

1. "Document" means any medium upon which intelligence or information can be recorded or retrieved, and includes, without limitation, the original and each copy, regardless of origin and location, of any book, pamphlet, periodical, letter, memorandum (including any memorandum or report of a meeting or conversation), invoice, bill, order form, receipt, financial statement, accounting entry, diary, calendar, telex, telegram, cable, report, record, contract, agreement, study, handwritten note, draft, working paper, chart, paper, print, laboratory record, drawing, sketch, graph, index, list, tape, photograph, microfilm, data sheet or data processing card, or any other written, recorded, transcribed, punched, taped, filmed, or graphic matter, however produced or reproduced, which is in your possession, custody, or control or which is in the possession, custody or control of Dow.
2. "Dow" means plaintiff, The Dow Chemical Company, any and all parent, subsidiaries, divisions, affiliates or other business entities owned, in whole or in part, or controlled, directly or indirectly, by The Dow Chemical Company.
3. "Midland Nuclear Facility" means the nuclear power plant described in paragraph 5 of Dow's First Amended Complaint in this case.
4. The "1967 Contract" means the agreement, including amendments and supplements, described in paragraph 6 of Dow's First Amended Complaint in this case.
5. The "1974 Service Contract" means the agreements between Dow and Consumers Power Company, all dated January 30, 1974, for electric service, steam service and water supply.
6. The "1978 General Agreement" means the contract attached as Exhibit A to Dow's original Complaint in this case.



7. The "1978 Electric Service Agreement" means the agreement for electric service between Dow and Consumers Power Company, dated June 21, 1978.

8. "Commercial Steam Operation Date" means the date as so defined in the 1978 General Agreement.

Documents to be Produced

1. All Documents relating to the negotiation, execution, interpretation, performance or termination of the 1978 General Agreement including, without limitation, each of the following subjects:

- a. Dow's motivation and objectives in renegotiating the 1967 Contract and the 1974 Service Contracts;
- b. Dow's strategy in the negotiations which culminated in execution of the 1978 General Agreement;
- c. Dow's analysis of the differences between the 1967 Contract and the 1974 Service Contracts, on the one hand, and the 1978 General Agreement and the 1978 Electric Service Agreement, on the other hand;
- d. Any consideration by Dow of whether or not and when to exercise its option to terminate the 1978 General Agreement and/or the 1978 Electric Service Agreement and the consequences thereof;
- e. Dow's financial obligations to Consumers Power Company upon exercise of its option to terminate the 1978 General Agreement and/or the 1978 Electric Service Agreement;
- f. Dow's motivation and objectives in ultimately electing to terminate the 1978 General Agreement and to contest any obligation to make a termination payment to Consumers Power Company;
- g. Dow's analysis of: (i) the completion date and/or the Commercial Steam Operation Date of the Midland Nuclear Facility; (ii) the cost of the Midland Nuclear Facility; and (iii) the commercial reasonableness of the cost of steam to Dow under the 1978 General Agreement;
- h. Selection of the December 31, 1984 deadline, as it appears in the 1978 General Agreement;
- i. Consideration by Dow of alternative sources of process steam for Dow's Midland facilities.

2. All Documents which, in whole or in part, relate to, evidence or negate:

- a. Dow's alleged placing its complete faith, trust and confidence in Consumers Power Company for the design, construction and operation of the Midland Nuclear Facility [Paragraph 8 of Dow's First Amended Complaint];

- b. The alleged material misrepresentations and non-disclosure of Consumers Power Company during the negotiations leading to execution of the 1978 General Agreement [Paragraph 11 of Dow's First Amended Complaint];
- c. The alleged false and misleading appearance by Consumers Power Company during the negotiations leading to execution of the 1978 General Agreement that the construction of the Midland Nuclear Facility was proceeding normally [Paragraph 14 of Dow's First Amended Complaint];
- d. The alleged specific request made by Dow to Consumers Power Company immediately prior to the execution of the 1978 General Agreement for any information adversely reflecting on the status and schedule of the project [Paragraph 15 of Dow's First Amended Complaint];
- e. The response of Consumers Power Company to Dow's specific request, as referred to in paragraph (d) above;
- f. Dow's knowledge of each fact alleged in Paragraph 19 of Dow's First Amended Complaint;
- g. The alleged false and material misrepresentations made by Consumers Power Company [Paragraph 21 of Dow's First Amended Complaint];
- h. Dow's knowledge on and after June 21, 1978 of
  - (i) the cost of the Midland Nuclear Facility;
  - (ii) the cost to Dow of process steam from the Midland Nuclear Facility;
  - (iii) the schedule (and any revisions thereof) for completion of the Midland Nuclear Facility for commercial operation for process steam;
  - (iv) the compaction of the fill in the soil upon which the Midland Nuclear Facility was to be built and any related soil and construction problems and issues;
  - (v) the settlement of any building within the Midland Nuclear Facility.
- i. Dow's knowledge of the settlement of the diesel generator building at the Midland Nuclear Facility;
- j. The notification of Dow by Consumers Power on or about April 11, 1983 of the anticipated Commercial Operation Date.

3. All Documents which, in whole or in part, relate to, evidence or negate:

- a. The portion of the expenditure of more than \$60 million [Paragraph 24 of Dow's First Amended Complaint] that was incurred by Dow on or after June 21, 1978;
- b. Additions, repairs and modifications to Dow's boilers and/or steam supply system undertaken after June 21, 1978.

4. All Documents which in whole or in part relate to Dow's actual and projected steam supply needs at Midland on and after the commencement date of the negotiations leading to the execution of the 1978 General Agreement.

5. Those portions of all agendas for, Documents presented at, and minutes of, meetings of the Board of Directors, Executive or other committees of the Board of Directors, and/or other committees of senior management, of Dow which relate to:

- a. the Midland Nuclear Facility;
- b. Relocation, expansion, contraction or changes in Dow's manufacturing or other processes located at Midland, in whole or in part, prepared since January 1, 1975;
- c. The 1978 General Agreement (including its renegotiation and purported termination);
- d. Payment by Dow of the amounts due under the 1978 General Agreement upon exercise of Dow's option to terminate.
- e. Expenditures on Dow's steam supply system;
- f. Consideration by Dow of alternative sources of process steam for Dow's Midland facilities.

6. All press clippings, news releases and similar reports given to or published in the media concerning the Midland Nuclear Facility, from January 1, 1977 to July 14, 1983, both inclusive.

7. All Documents issued by or submitted to the United States Nuclear Regulatory Commission with respect to the Midland Nuclear Facility from January 1, 1977 to July 14, 1983, both inclusive.

8. All Documents issued by or submitted to the Michigan Public Service Commission with respect to the Midland Nuclear Facility from January 1, 1977 to July 14, 1983, both inclusive.