



4. If you claim privilege or work product protection for any document, or any other protection from disclosure, provide the following information for each such document: (a) the subject matter; (b) the title, heading, or caption, if any; (c) the identifying number(s), letter(s), or combination thereof, if any, and the significance or meaning of such number(s), letter(s), or combination thereof; (d) the date, or if no date appears thereon, the date or approximate date on which the document was prepared; (e) the general nature or description (i.e., whether it is a letter, memorandum, etc.) and the number of pages of which it consists; (f) the identity of each person who signed the document, and if it was not signed, the identity of each person who prepared it; (g) the identity of each person to whom the document was addressed and the identity of each person to whom a copy thereof was sent; (h) the identity of each person who has custody of a copy of such document; and (j) the specific basis for the claim of privilege or protection.

5. Where you believe a complete response to a particular request or part thereof is not possible, answer such request to the extent possible and furnish a statement explaining the reason for your inability to answer or respond further.

6. If you deem any terms or references ambiguous, either in the request itself, or in any definition or instruction applicable to the request, set forth specifically in your response the matter deemed ambiguous and the construction employed by you in responding to the request.

7. If you object to any particular portion of any request, you are required to produce documents in response to any other portion of such request as to which there is no objection.

8. This document request is continuing in character so as to require you to promptly amend or supplement your answers if you obtain further responsive information and/or documents.

9. Unless otherwise indicated, these requests shall cover the time period September 30, 1999 to the present.

## DEFINITIONS

1. "Defendant" or "ISO" or "you" or "yours" shall mean ISO New England Inc., and shall include its current and former agents, representatives, officers, directors, employees, attorneys, and all other persons acting or purporting to act on its behalf.
2. "Plaintiff" or "Indeck Maine" shall mean Indeck Maine Energy, L.L.C., and shall include its current and former agents, representatives, officers, directors, employees, attorneys, and all other persons acting or purporting to act on its behalf.
3. "Minimum run time" is the minimum time, in hours, which must elapse after a generating facility is synchronized with the transmission grid before the unit can be de-synchronized.
4. "Low Operating Limit" is the minimum Megawatt output at which a facility operator is willing to operate the unit for each hour of the bid period.
5. "MWh" is Megawatt hour.
6. "Generating Units" are Indeck Maine's two power plants in Maine – the Jonesboro facility and the West Enfield facility.
7. "MRP" shall mean Market Rules and Procedures.
8. "Document" shall mean any writing or record known to you of any type or description, including but not limited to, any copies of written communications, including forms, letters, correspondence, electronic mail, computer "bulletin boards," electronically stored documents or data, memoranda, telexes, notes, telephone messages, agreements, contracts, notations of any conversations, telephone calls, meetings or other communications, and all other documentary material. "Document" shall also include every other means by which information is recorded or transmitted, including, but not limited to, photographs, video or audio tape recordings, computer stored or generated items, microfilm, and such description as is necessary to understand or use any such document.
9. "Documents relating or referring to" any given subject means each document that constitutes, reflects, regards, concerns, states, describes, records, notes, memorializes,

mentions, discusses, deals with, refers to or is, in any way, pertinent to that given subject, including but not limited to, documents concerning preparation of other documents.

10. "Communication" or "Correspondence" shall mean any transfer of information by written, oral, electronic, or any other means.

11. "And" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these requests for documents any information which might otherwise be construed to be outside of their scope.

## REQUESTS

### REQUEST NO. 1

All correspondence or communications between the ISO and Central Maine Power Company relating or referring to either (a) the anticipated transmission constraints on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999; (b) the ISO's request that Indeck Maine operate its generating units on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999, (c) Indeck Maine's resource characteristics for the October 16 and 17, 1999 or either the October 21, 23 or 26, 1999 operation of its generating units, including the minimum run time of twenty-four hours and Low Operating Limit of 10 MW, or (d) Indeck Maine's offer price of \$9,999 per MWh to operate its generating units on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999 for a minimum run time of twenty-four hours at a Low Operating Limit of 10 MW.

### REQUEST NO. 2

All correspondence or communications between the ISO and Bangor Hydro-Electric Company relating or referring to either (a) Indeck Maine's offer to provide energy to the ISO at \$9,999 per MWh for a minimum run time of twenty-four hours at a Low Operating Limit of 10 MW; (b) the ISO's request, through Bangor Hydro-Electric Company, that Indeck Maine operate its generating units on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999; (c) Indeck Maine's resource characteristics for the October 16 and 17, 1999 or either the

October 21, 23 or 26, 1999 operation of its generating units, including the minimum run time of twenty-four hours and Low Operating Limit of 10 MW; (d) the operation of Indeck Maine's generating units on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999; (e) the ISO's orders for Indeck Maine to shut its generating units down on October 16, 1999, or (f) the ISO's orders for Indeck Maine to shut its generating units down on either October 21, 23 or 26, 1999.

**REQUEST NO. 3**

All documents relating or referring to arrangements, discussions, or contracts with generating units, other than Indeck Maine, to relieve the alleged transmission constraint on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999.

**REQUEST NO. 4**

All documents relating or referring to Indeck Maine's offer to provide energy at \$9,999 per MWh, for a minimum run time of twenty-four hours at a Low Operating Limit of 10 MW.

**REQUEST NO. 5**

All documents relating or referring to the ISO's decision to accept Indeck Maine's offer to provide energy at \$9,999 per MWh, for a minimum run time of twenty-four hours at a Low Operating Limit of 10 MW, including, but not limited to, (a) the minutes, whether formal or informal, of all meetings discussing whether the ISO should operate Indeck Maine's generating units on October 16 and 17, 1999, and all documents distributed at or in connection with such a meeting; (b) any notes taken at all meetings discussing whether the ISO should operate Indeck Maine's generating units on October 16 and 17, 1999; (c) all correspondence, both internal and external, discussing whether the ISO should operate Indeck Maine's generating units on October 16 and 17, 1999, or (d) all documents relating or referring to Rick Milardo's conversations with William P. Short III, or any other employee of Indeck Maine

regarding the ISO's request to Indeck Maine to operate its generating units on October 16 and 17, 1999.

**REQUEST NO. 6**

All documents relating or referring to the ISO's decision to accept Indeck Maine's offer to provide energy at \$9,999 per MWh, for a minimum run time of twenty-four hours at a Low Operating Limit of 10 MW, including, but not limited to, (a) the minutes, whether formal or informal, of all meetings discussing whether the ISO should operate Indeck Maine's generating units on either October 21, 23 or 26, 1999, and all documents distributed at or in connection with such a meeting; (b) any notes taken at all meetings discussing whether the ISO should operate Indeck Maine's generating units on either October 21, 23 or 26, 1999 or (c) all correspondence, both internal and external, discussing whether the ISO should operate Indeck Maine's generating units on either October 21, 23 or 26, 1999

**REQUEST NO. 7**

All documents relating or referring to Donald V. Bourcier's October 15, 1999, electronic mail to William P. Short III at 5:18 p.m., including but not limited to all documents relating or referring to discussions regarding the decision to, and timing of, sending such electronic mail.

**REQUEST NO. 8**

All documents relating or referring to the ISO's decision to order Indeck Maine to shut down its generating units at approximately 3:00 p.m. on October 16, 1999.

**REQUEST NO. 9**

All documents relating or referring to the October 26, 1999 settlement report sent from the ISO's Settlement Department to Indeck Maine indicating that the Indeck Maine payments for energy supplied to the ISO on October 16, 1999, would be paid at Indeck Maine's

offer price of \$9,999 per MWh for a minimum run time of twenty-four hours at a Low Operating Limit of 10 MW.

**REQUEST NO. 10**

All documents relating or referring to settlement reports issued by the ISO for either October 17, 21, 23 or 26, 1999.

**REQUEST NO. 11**

All documents relating or referring to the November 12, 1999 conversation between Donald V. Bourcier and William P. Short III.

**REQUEST NO. 12**

All documents relating or referring to the ISO's decision not to pay Indeck Maine for the operation of its generating units on October 16, 1999 at the price of \$9,999 per MWh for a minimum run time of twenty-four hours, at a Low Operating Limit of 10 MW, including, but not limited to (a) the minutes of all meetings discussing that decision; (b) any notes taken at meetings discussing that decision; or (c) all correspondence, both internal and external, discussing that decision.

**REQUEST NO. 13**

All documents relating or referring to or reflecting the timing of the ISO's decision not to pay Indeck Maine for the operation of its generating units on October 16, 1999 at the price of \$9,999 per MWh for a minimum run time of twenty-four hours at a Low Operating Limit of 10 MW.

**REQUEST NO. 14**

All documents from the files of Rick Milardo relating or referring to the ISO's decision to call Indeck Maine to operate its generating units on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999.

**REQUEST NO. 15**

All documents from the files of Donald V. Bourcier relating or referring to the ISO's operation of Indeck Maine's generating units on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999.

**REQUEST NO. 16**

All documents from the files of Marti Amati relating or referring to the ISO's operation of Indeck Maine's generating units on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999.

**REQUEST NO. 17**

All documents from the files of Don Gates relating or referring to the ISO's agreement to operate Indeck Maine's generating units on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999.

**REQUEST NO. 18**

All documents from the files of John Norton relating or referring to the ISO's agreement to operate Indeck Maine's generating units on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999.

**REQUEST NO. 19**

All documents from the files of Gary Merrick relating or referring to the ISO's agreement to operate Indeck Maine's generating units on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999.

**REQUEST NO. 20**

All documents from the files of Joe Mercer relating or referring to the ISO's agreement to operate Indeck Maine's generating units on October 16 and 17, 1999 or on either October 21, 23 or 26, 1999.

**REQUEST NO. 21**

All documents relating or referring to the ISO's decision to contact Indeck Maine on October 20, 1999 requesting that Indeck Maine operate its generating units on October 21, 1999, including, but not limited to all documents referring or relating to the ISO's knowledge of Indeck Maine's offer price of \$9,999 per MWh, its minimum run time of twenty-four hours and its Low Operating Limit of 10 MW.

**REQUEST NO. 22**

All documents relating or referring to the ISO's termination of its dispatch orders to Indeck Maine on October 21, 1999.

**REQUEST NO. 23**

All documents relating or referring to the ISO's decision to contact Indeck Maine on October 21, 1999 requesting that Indeck Maine operate its generating units on October 23, 1999, including, but not limited to all documents referring or relating to the ISO's knowledge of Indeck Maine's offer price of \$9,999 per MWh, its minimum run time of twenty-four hours and its Low Operating Limit of 10 MW.

**REQUEST NO. 24**

All documents relating or referring to the ISO's termination of its dispatch orders to Indeck Maine on October 22, 1999.

**REQUEST NO. 25**

All documents relating or referring to the ISO's decision to contact Indeck Maine on October 25, 1999 requesting that Indeck Maine operate its generating units on October 26, 1999, including, but not limited to all documents referring or relating to the ISO's knowledge of Indeck Maine's offer price of \$9,999 per MWh, its minimum run time of twenty-four hours and its Low Operating Limit of 10 MW.

**REQUEST NO. 26**

All documents relating or referring to the ISO's termination of its dispatch orders to Indeck Maine on October 26, 1999.

**REQUEST NO. 27**

All documents relating or referring to your contention that the ISO mitigated, pursuant to MRP 17, Part II.C, Indeck Maine's offer to supply energy at \$9,999 per MWh at its minimum run time of twenty-four hours and its Low Operating Limit of 10 MW, for the operation of its generating units on October 16 and 17, 1999.

**REQUEST NO. 28**

All documents relating or referring to your contention that the ISO notified Indeck Maine, as soon as reasonably possible, pursuant to MRP 17, Part II.D, that mitigation had been imposed on Indeck Maine's offer to supply energy at \$9,999 per MWh at its minimum run time of twenty-four hours and its Low Operating Limit of 10 MW, for the operation of its generating units on October 16 and 17, 1999.

**REQUEST NO. 29**

All documents identifying the competing generating units for the purposes of establishing the lack of competitive resources necessary to implement MRP 17, Part II.

**REQUEST NO. 30**

All monthly Transmission Congestion reports, including, but not limited to, Transmission Congestion reports or presentations to the NEPOOL Participants Committee between November 1, 1999 and the present and all documents, calculations, or work papers relied upon by the ISO to prepare the Transmission Congestion reports or presentations presented to the NEPOOL Participants Committee.

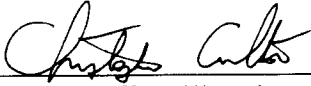
**REQUEST NO. 31**

All organizational charts reflecting the structure and employees of the Load Forecast/Load Dispatch and the Transmission Planning areas of the ISO as of October 1999.

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May 4, 2001

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

INDECK MAINE ENERGY, L.L.C., )  
 )  
 Plaintiff, )  
 )  
 v. ) Civil Action No. 00-978-RRM  
 )  
 ISO NEW ENGLAND INC., )  
 )  
 Defendant. )

**NOTICE OF SERVICE**

I HEREBY CERTIFY this 4th day of May, 2001, that I caused to be served copies of the foregoing INDECK MAINE ENERGY, L.L.C.'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS and this NOTICE OF SERVICE upon the following counsel of record in the manner indicated:

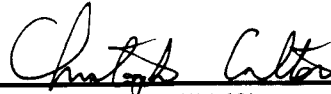
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