

DONALD J. HUTCHINSON (MI P39545)  
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.  
150 West Jefferson Avenue, Suite 2500  
Detroit, MI 48226  
Telephone: (313) 963-6420  
Fax: (313) 496-8450  
Email: hutchinson@millercanfield.com

SUSAN I. ROBBINS (SR 5759)  
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.  
500 Fifth Avenue, Suite 1815  
New York, NY 10110  
Telephone: (212) 704-4400  
Fax: (212) 704-4410  
Email: robbins@millercanfield.com

*Attorneys for the Lansing Board of Water & Light*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re

GENERAL MOTORS CORP., *et al.*,  
  
Debtors.

Chapter 11

Case No. 09-50026 (REG)  
  
(Jointly Administered)  
  
Judge Robert E. Gerber

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**THE LANSING BOARD OF WATER & LIGHT'S  
OBJECTION TO DEBTOR'S PROPOSED CURE AMOUNT  
IN CONNECTION WITH ASSUMPTION AND  
ASSIGNMENT OF EXECUTORY CONTRACTS**

The Lansing Board of Water & Light ("Lansing Board"), states as follows for its  
Objection to Debtor's Proposed Cure Amount in Connection with Assumption and  
Assignment of Executory Contracts:

## **Background**

1. General Motors Corporation (“GM”) and its related debtors filed their voluntary petitions commencing this case on June 1, 2009.

2. The Lansing Board provides utility services, including water, electricity, and steam, generally to customers in the City of Lansing, Michigan and surrounding areas.

3. The Lansing Board has provided utility services to GM’s properties in the City of Lansing and surrounding areas, including GM’s Grand River, Lansing plant, and GM’s Delta Township, Michigan plant. The Lansing Board is a party to a number of written agreements with GM.

4. GM sent the Lansing Board a written Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto dated June 5, 2009 (the “Notice”).

6. The Notice does not itself identify which of the agreements between GM and the Lansing Board GM proposes to assume and assign. Instead, the Notice was accompanied by numerous separate letters providing separate “User ID” numbers with corresponding Passwords and “Vendor ID” numbers for the Lansing Board to look up on the [www.contractnotices.com](http://www.contractnotices.com) website which contracts GM proposes to assume and assign and what the “Cure Amount” is for each contract.

7. Unfortunately, the [www.contractnotices.com](http://www.contractnotices.com) website entries applicable to the User IDs and Passwords given out to the Lansing Board do not, with one exception,

identify either the contracts to be assumed and assigned or any cure amount. The one exception is that the website identifies Trigen/Cinergy-USFOS of Lansing LLC as a counter party to one of the contracts to be assumed and assigned, and so the Lansing Board infers that the Debtor proposes to assume and assign the First Amended and Restated Utility Services Agreement dated August 12, 2004, as amended, between GM, the Lansing Board, and Trigen/Cinergy-USFOS of Lansing LLC.

8. The only information available to the Lansing Board on the www.contractnotices.com website consists of the various Vendor ID numbers and the name of the contract counterparties. With the exception of the First Amended and Restated Utility Services Agreement dated August 12, 2004, this information is insufficient to permit the Lansing Board to identify which contracts are proposed to be assumed and assigned, and the Cure Amount GM proposes to pay the Lansing Board. For that reason, the Lansing Board must assume, for purposes of this objection, that GM proposes to assume and assign all outstanding contracts between GM and the Lansing Board and pay no Cure Amount.

**Objection to Cure Amount:**

9. As of the date of this objection, GM is current in its obligations under the First Amended and Restated Utility Services Agreement dated August 12, 2004, as amended. The Lansing Board therefore does not object to the Cure Amount pertaining to that contract.

10. GM has defaulted under the terms of some of its remaining contracts with the Lansing Board in that GM has failed to pay, when due on June 10, 2009, the Lansing Board's billing in the amount of \$1,266,458.76, represented by Lansing Board's aggregate invoice billed to GM, June 3, 2009, pursuant to the payment terms between the Lansing Board and GM. This is the correct Cure Amount that GM is required to pay the Lansing Board as a condition to GM's assuming and assigning the contracts between GM and the Lansing Board other than the First Amended and Restated Utility Services Agreement dated August 12, 2004, as amended. Because GM's notice to the Lansing Board does not provide a proposed Cure Amount or implies that the Cure Amount is zero, the Lansing Board objects.

#### **Reservation of Rights**

11. Because the notice provided by GM to the Lansing Board does not provide the Lansing Board with sufficient notice of the contracts being assumed and assigned, the Lansing Board must and does reserve all rights to object to the assignment and Cure Amount pertaining to insufficiently identified contracts that GM proposes to assume and assign.

#### **Conclusion**

For the reasons stated above, the Lansing Board does not object to GM's assumption and assignment of the First Amended and Restated Utility Services Agreement dated August 12, 2004, as amended. The Lansing Board does object to GM's assumption and assignment of GM's remaining contracts with the Lansing Board unless

GM pays the correct Cure Amount of \$1,266,458.76 to the Lansing Board as a condition of the assumption and assignment. Because the notice provided by GM to the Lansing Board does not provide the Lansing Board with sufficient notice of the contracts being assumed and assigned, the Lansing Board must and does reserve all rights to object to the assignment and Cure Amount pertaining to insufficiently identified contracts that GM proposes to assume and assign.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By /s/ Donald J. Hutchinson

Donald J. Hutchinson (MI P39545)  
Attorney for Lansing Board of Water & Light  
150 West Jefferson Avenue, Suite 2500  
Detroit, MI 48226  
Telephone: (313) 963-6420  
Fax: (313) 496-8450  
Email: hutchinson@millercanfield.com

Dated: June 12, 2009

**CERTIFICATE OF SERVICE**

Donald J. Hutchinson hereby certifies that, on the 12th day of June, 2009, he served a copy of the foregoing document, *The Lansing Board of Water & Light's Objection to Debtor's Proposed Cure Amount in Connection with Assumption and Assignment of Executory Contracts* upon each of the persons listed on the attached Exhibit A, by Federal Express Priority Overnight Mail so as to be received by each of the persons listed on the attached Exhibit a before 4:00 p.m., June 15, 2009.

Dated: June 12, 2009

By /s/ Donald J. Hutchinson  
Donald J. Hutchinson (MI P39545)  
Miller, Canfield, Paddock and Stone, P.L.C.  
150 West Jefferson Avenue, Suite 2500  
Detroit, MI 48226  
Telephone: (313) 963-6420  
Fax: (313) 496-8450  
Email: hutchinson@millercanfield.com

**EXHIBIT A**

**SERVICE LIST**

The Honorable Robert E. Gerber  
Chambers  
United States Bankruptcy Court  
One Bowling Green  
New York, NY 10004-1408

General Motors Corporation  
Cadillac Building  
30009 Van Dyke Avenue  
Warren, MI 48090-9025

**Attention: Warren Command Center  
Mailcode 480-206-114**

Weil, Gotshal & Manges LLP  
Attention: Harvey R. Miller, Esq.  
Stephen Karotkin, Esq. and  
Joseph H. Smolinsky, Esq.  
767 Fifth Avenue  
New York, NY 10153

United States Treasury  
Attention: Matthew Feldman, Esq.  
1500 Pennsylvania Avenue NW  
Room 2312  
Washington, DC 20220

John J. Rapisardi, Esq.  
Cadwalader, Wickersham & Taft LLP  
One World Financial Center  
New York, NY 10281

Vedder Price, P.C.  
Attention: Michael J. Edelman, Esq. and  
Michael L. Schein, Esq.  
1633 Broadway, 47th Floor  
New York, NY 10019

Diana G. Adams, Esq.  
Office of the United States Trustee  
33 Whitehall Street, 21st Floor  
New York, NY 10004

Kenneth H. Eckstein, Esq.  
Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, NY 10036