

See below. I had your old email in my history.

Anthony Chubb
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----- Forwarded message -----

From: **Anthony Chubb** <achubb@cityofflint.com>

Date: Thu, Oct 8, 2015 at 11:23 AM

Subject: Re: DWSD

To: "Kevin K. Kilby" <kkilby@mcgrawmorris.com>, John O'Brien <jobrien@gcdcwws.com>

Hey guys,

As you probably saw at the news conference today, the State and CS Mott Foundation are pledging money for the switch based upon the rates quoted by DWSD (\$662,100 per month and commodity rate of 8.93/Mcf for FY 2015-2016. Please confirm you are going to honor those rates. I am balancing a house of cards here and this could put this in the ditch.

Tony

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On Thu, Oct 8, 2015 at 8:54 AM, Kevin K. Kilby <kkilby@mcgrawmorris.com> wrote:

Tony –

If we want to get this deal completed fast, here is what needs to happen. We just need a quick letter from DWSD stating that DWSD has the capacity in its system to service Flint and the GCDC may provide Flint with water. GCDC will continue to receive all billing from DWSD and invoice Flint for all increases pursuant to the Water Transmission Main Agreement ("Agreement"). Basically, Flint becomes a water customer of GCDC pursuant to the Agreement.

John is meeting with Brent today. Assuming we can get the letter from DWSD and Flint is able to accomplish what it needs to get done (what John and Brent discuss) water may be available as early as Monday. We can work out our agreements after the fact as they are all straight forward and minimal.

I would have Howard or Brent determine where they are going to flush the 5 million gallons from the transmission main (this will be a topic of discuss at the meeting with John and Brent). Pursuant to our conversations with Brent yesterday, they cannot physically run the 5 million gallons through the plant. They may have to eject it into the Flint River or maybe the pond at the golf course. This may require a NPDES permit from the State.

IF DWSD does not agree to the easy way (stated above), then we are going to need a three (3) or four (4) party agreement. This would include Flint, GCDC, DWSD, and maybe GLWA. This will slow us down greatly and with the given timeline, it is not the preferred method.

Sincerely,

Kevin Kilby

Partner and Attorney at Law

McGraw Morris P.C.