

ROBERT J. PELLATT
COMMISSION SECRETARY



LETTER NO. L-24-97

SIXTH FLOOR, 900 HOWE STREET, BOX 250
VANCOUVER, B.C. CANADA V6Z 2N3
TELEPHONE: (604) 660-4700
BC TOLL FREE: 1-800-663-1385
FACSIMILE: (604) 660-1102

June 4, 1997

Mr. Bill Stipdonk
Metrix Consulting
640 Seascape Place
Sooke, B.C.
V0S 1N0

Dear Bill:

Re: Retail Access and Unbundled Tariffs Hearing

The Commission has reviewed your invoice dated May 15, 1997, the Service Contract (General) dated February 23, 1997 and the correspondence from staff to you regarding the consulting services to be provided by you with regard to the Retail Access and Unbundled Tariffs hearing. The Service Contract (General) states that the Commission may terminate this agreement for any reason on 10 days notice and pay you that portion of the fees and expenses which equal the portion of the Service that was completed to the Commission's satisfaction before termination. Further, in the correspondence from staff to you it was clearly stated that the actual amount paid under the contract would depend on the number of hours you actually worked.

Accordingly, the Commission's responsibility is less than the \$17,062.45 you claimed, which would appear to include \$4,387.45 for expenses which you did not incur. However, as the hearing was canceled abruptly, and in light of Clause 26, and despite the statement in the correspondence from staff, the Commission will pay you for the 10 day notice period. This has been calculated at six working days (including Easter Monday). We have assumed an 8 hour working day and your hourly rate to the Commission of \$75/ hour. This results in a payment of \$3,600.

The Commission is satisfied that this discharges any and all obligations which it may have had to you under this contract. It is unfortunate that the Retail Access and Unbundled Tariff hearing was canceled and we will retain information on your company on file for reference if we require specialized consulting expertise in the future.

Yours truly

Robert J. Pellatt

DWE/lm



BRITISH
COLUMBIA

Service Contract (General)

MINISTRY CONTRACT NO.: C98-648-005
ACCOUNT: 04150
RSP: 648
STOB: 2001
PROJECT: ~~98093~~ MD 97073

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AND
represented by B.C. UTILITIES COMMISSION

METRIX CONSULTING,

(the "Province", "we", "us", or "our" as applicable) at the following address:

B.C. UTILITIES COMMISSION
6th FLOOR, 900 HOWE STREET
VANCOUVER, B.C. V6Z 2N3

(the "Contractor", "you", or "your" as applicable) at the following address:

640 SEASCAPE PLACE
Sooke, B.C.

Postal Code:

Fax Number:

Postal Code: V0S 1N0

TEL. #: (250) 642-3317
Fax Number: (250) 642-3364

THE PROVINCE AND THE CONTRACTOR AGREE TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW.

SCHEDULE A - SERVICES

Services:

In accordance with the Services Contract dated Feb 23, 1997 and the Commission determination explained in the attached letter dated June 4, 1997, this contract is to discharge the Commission's liability under the Feb 23, 1997 Contract resulting from the abrupt cancellation of the Retail Access and Unbundled Tariffs hearing. Upon execution of this contract the Commission will arrange payment of the \$3,600.

Term: From and including: MARCH 1, 1997

To and including: MAY 15, 1997

SCHEDULE B - FEES AND EXPENSES

Fees: \$75.00 / HOUR

Expenses: ϕ

Billing Date(s):

Maximum Amount: \$3,600.00

SCHEDULE C - APPROVED SUBCONTRACTOR(S)

SCHEDULE D - INSURANCE

SCHEDULE E - ADDITIONAL TERMS

The parties have duly executed this agreement as of the 10th day of JUNE, 19 97.

SIGNED AND DELIVERED on behalf of the Province
by an authorized representative of the Province

SIGNED AND DELIVERED by or on behalf of the Contractor
(or by an authorized signatory of the Contractor if a corporation)

Authorized Representative

Contractor or Authorized Signatory

READ TERMS ON REVERSE SIDE