

IN THE MATTER OF: An Agreement dated December 16, 1977

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF MANITOBA,**

OF THE FIRST PART,

- and -

**THE MANITOBA HYDRO-ELECTRIC BOARD,**

OF THE SECOND PART,

- and -

**THE NORTHERN FLOOD COMMITTEE INC.,**

OF THE THIRD PART,

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
as represented by THE MINISTER OF INDIAN  
AFFAIRS AND NORTHERN DEVELOPMENT,**

OF THE FOURTH PART,

---

## **MEMORANDUM OF UNDERSTANDING**

**RE: PAYMENT OF ACCOUNTS PURSUANT TO ORDERS FOR  
INTERIM COSTS AND EXPENSES**

---

**WHEREAS** on December 9, 1986, the Parties by their counsel agreed upon a Memorandum of Understanding regarding the payment of accounts pursuant to Orders for Interim Costs and Expense;

**AND WHEREAS** on November 23, 1989, the Northern Flood Agreement Arbitrator made an Award ("the Award") in the matter of Claim 110 and the payment of interim legal costs which Award was confirmed by the Arbitrator on February 16, 1990;

**AND WHEREAS** the Award specifically stated that it was intended to extend, not to replace, the Parties' Memorandum of Understanding;

**AND WHEREAS** on February 20, 1992, the Parties by their counsel agreed upon a Memorandum of Understanding regarding the payment of accounts pursuant to Orders for Interim Costs and Expenses;

**AND WHEREAS** there has been a review of the February 20, 1992, Memorandum of Understanding.

**NOW THEREFORE** the parties by their counsel agree that all accounts submitted pursuant to an Order for Interim Costs and Expenses shall be dealt with as follows:

**PROCESSING OF ACCOUNTS AND OBJECTIONS**

1. Prior to submission to the respondents, the claimants shall acknowledge in writing that they have reviewed the accounts and that they approve the accounts for payment.
2. Each respondent shall pay their respective portion of accounts within sixty (60) days of receipt of said accounts unless a respondent objects to an account, or portion thereof, or requests further information.

3. Each respondent has the right to make such reasonable inquiries as they deem necessary in reviewing the account. Information in regard to accounts shall be provided by counsel to the claimants unless the information sought is privileged. A reference may be made to the Arbitrator in the event that counsel to the claimants declines to provide information or fails to provide sufficient information.
4. Subject to paragraphs 5 and 6 hereof, interest will be paid on all accounts approved by the claimants for payment and not paid within sixty (60) days of receipt of said accounts by the respondents. The rate of interest to be charged shall be the same rate as prescribed, from time to time, by the Law Society of Manitoba for overdue accounts for legal services.

**INTEREST ON UNPAID ACCOUNTS:**

5. (a) Interest will not be paid upon:
    - (i) an account where a respondent reasonably objects to the entire account; and
    - (ii) that portion of an account where a respondent has raised a reasonable objection.
  - (b) Interest charges upon outstanding balances shall commence sixty (60) days after the resolution of any objection in the event all or a portion of an account remains unpaid.
6. Interest will not be paid on an account where delay in payment is attributable to a failure on the part of counsel for a claimant to respond in a timely fashion to a reasonable request for information.

**HOURLY RATES:**

7. The hourly rates to be paid to counsel, students, assistants and interpreters for the claimants shall be:

Interpreters:	\$ 25.00
Paralegals:	\$ 35.00
Articling Students:	\$ 50.00
0 – 5 years at the Bar:	\$ 85.00 - \$120.00
5 – 10 years at the Bar:	\$135.00 - \$160.00
10 – 15 years at the Bar:	\$160.00 - \$185.00
Over 15 years at the Bar:	\$190.00

8. It is agreed that the \$50.00 hourly rate payable to Articling Students is for doing actual "legal work" and not "learning experience work".
9. It is agreed that the \$35.00 hourly rate payable to Paralegals is for properly incurred paralegal services pursuant to the Law Society directive 96.01 or such other directive as may be issued from time to time.
10. It is agreed that the daily maximum rate of \$1,400.00 per day per lawyer is to be removed from the protocol and to leave such problems to the normal objection process available to the paying parties under the protocol.

**TRANSPORTATION TIME:**

11. Transportation time of counsel for the claimants will be paid at a rate of \$60.00 per hour for lawyers and \$25.00 per hour for Articling Students, Paralegals and Interpreters. Transportation time shall include reasonable layover time.

**SUBMISSION OF ACCOUNTS:**

12. Counsel may submit accounts every thirty (30) days and will submit accounts every sixty (60) days for all work done within the immediately preceding billing period. Such accounts will include all disbursements necessarily incurred in the handling of the file.

**NO CONTINGENCY FEES, COUNSEL FEES, OR BONUSES**

13. Counsel for the claimants shall not be entitled to contingency fees, counsel fees or bonuses of any kind.

**EFFECTIVE DATE OF THIS PROTOCOL:**

14. The Parties agrees that that the new hourly rates are to be effective as of April 6, 1999.
15. The above-mentioned rates will be reviewed by all parties two years from the effective dated of April 6, 1999.

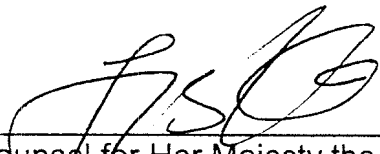
**ORDER:**


16. This Memorandum of Understanding shall be effective as at April 6, 1999, upon the making of an Order of the Arbitrator in the form of Schedule "A" attached hereto.

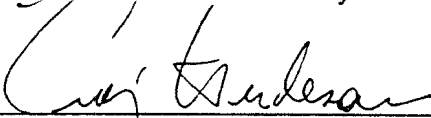
**DISPUTES**

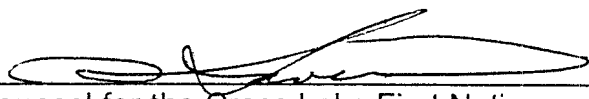
17. In the event of any dispute with respect to the above, a reference may be made to the Arbitrator.

This Memorandum of Understanding is agreed to by each of the Parties this 27<sup>th</sup> day of February, ~~1999~~ 2000

  
\_\_\_\_\_  
Counsel for Her Majesty the Queen in Right of  
the Province of Manitoba

  
\_\_\_\_\_  
Counsel for The Manitoba Hydro Electric Board

  
\_\_\_\_\_  
Counsel for Her Majesty the Queen in Right of  
Canada as represented by the Minister of Indian  
and Northern Affairs Canada

  
\_\_\_\_\_  
Counsel for the Cross Lake First Nation on  
various claims

  
\_\_\_\_\_  
Dennis Troniak, Counsel for various claimants