

December 18, 1992

Mrs. Margaret L.W. Boepple  
MAGGIE BOEPPLE ASSOCIATES, LTD.  
17 Elk Street  
Albany, NY 12207

RE: **RETAINER AGREEMENT**

Dear Mrs. Boepple:

This letter of engagement will confirm that we are retaining the services of Maggie Boepple Associates Ltd. to represent and advise Hydro-Quebec on legislative concerns and other matters affecting Hydro-Quebec in New York.

**Scope of services**

The services contemplated herein shall include but not be limited to:

- Consulting at your discretion with key intervenors on matters pertaining to Hydro-Quebec's exports of electricity to New York and related issues, including potential legislation;
- Monitoring attitudes of appropriate state elected and appointed officials towards Hydro-Quebec;
- Lobbying on behalf of Hydro-Quebec on issues we jointly deem of importance.

It is understood that this Agreement in no way guarantees any specific state action for Hydro-Quebec and that both parties shall observe all applicable Canadian and United States laws and regulations in the performance of the services contemplated herein.

**Representative**

For the purpose hereof, all communications shall be addressed to:

Mr. Michel Hannyoy, Delegate,  
United States Affairs, External Markets  
HYDRO-QUEBEC  
75 Blvd Rene Levesque. Ouest, 12 eme Etage,  
Montreal (Quebec) H2Z 1A4

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**Fee**

For your services in connection with the above, Hydro-Quebec has agreed to pay a non-refundable retainer which includes an annual fee in the amount of One Hundred Thousand Dollars, (\$100,000.00 U.S.) payable in four (4) installments of Twenty-five Thousand Dollars (\$25,000.00) each, due as follows:

January 1, 1993	\$25,000.00;
March 1, 1993	25,000.00;
June 1, 1993	25,000.00; and
December 1, 1993	25,000.00.

It is understood that Hydro-Quebec will pay disbursements incurred while services are being rendered hereunder, including but not limited to lobbying registration fees, travel, food and lodging expenses, properly allocated long distance calls, properly allocated time and charges on the Legislative Retrieval System, photocopying costs.

Disbursements shall be reimbursed monthly upon receipt of the bill by Hydro-Quebec and shall be appropriately documented.

**Conflict of Interest**

You have ascertained that Maggie Boepple Associates Ltd. has no known conflict of interest in respect of providing the above services and you do not foresee any such conflict arising from this representation. You agree to immediately advise Hydro-Quebec if any perceived conflict arises and to take measures to resolve it.

**Reports**

You shall report on the services herein to the above mentioned representative of Hydro-Quebec, at regular intervals and appropriate times.

You shall provide to said representative copies of your required statement of registration as lobbyist along with any reports, whether periodic or annual, required by any state or federal legislation.

You shall also advise Hydro-Quebec if it is required to file any such registration or report with any authority having jurisdiction.

**TERM**

This Contract shall become effective upon its execution. It shall terminate on December 31, 1993.


**Termination**

At the termination of this Agreement, you shall remit to Hydro-Quebec any original document or memorandum in your possession concerning the services herein.



Claude Dube  
Vice-President  
External Markets

Agreed to this day of January 4th, 1993.

  
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Margaret L. W. Boepple, President  
Maggie Boepple Associates Ltd.