

No. 6138

**UNITED STATES OF AMERICA
and
CANADA**

**Exchange of notes (with enclosed map) constituting an
agreement relating to the dredging of Wolfe Island Cut
in the St. Lawrence River. Ottawa, 17 October 1961**

Official text: English.

Registered by the United States of America on 7 May 1962.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

**Échange de notes (avec carte) constituant un accord relatif
au dragage du chenal maritime de l'île Wolfe dans
le Saint-Laurent. Ottawa, 17 octobre 1961**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 7 mai 1962.

No. 6138. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO THE DREDGING OF WOLFE ISLAND CUT IN THE ST. LAWRENCE RIVER. OTTAWA, 17 OCTOBER 1961

I

The Canadian Secretary of State for External Affairs to the American Ambassador

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. 166

The Secretary of State for External Affairs presents his compliments to his Excellency the Ambassador of the United States of America and has the honour to refer to recent discussions between Canadian and United States officials concerning the Canadian Government's proposal to dredge Wolfe Island Cut, an existing shipping channel at the east end of Wolfe Island in the St. Lawrence River, to a grade depth of 23 feet below Lake Ontario Low Water Datum of elevation 243.00. This deepened channel would provide a shorter route than is available at present for all vessels entering and leaving Kingston Harbour to and from the St. Lawrence Seaway Shipping Channel. In order to be entirely effective, it is desirable that this channel, which would be 5,000 feet long by 450 feet wide, project into United States waters for distances varying between 200 and 330 feet across the width of the cut. The quantity of material to be dredged on the United States side of the International Boundary Line would be approximately 10,000 cubic yards or slightly less than 3 % of the total dredging quantity of the project. A plan² showing the dredging area in relation to the International Boundary Line is attached.

It is proposed that the above-mentioned proposal be undertaken, subject to the following terms and conditions :

a) That the disposal areas for the dredged material will be located entirely within Canadian territory, and the costs of all the work on both sides of the International Boundary Line will be borne by the Government of Canada.

¹ Came into force on 17 October 1961 by the exchange of the said notes.

² See insert between p. 208 and p. 209 of this volume.

b) That the proposed dredging in United States waters will not involve either the removal or placing of material from or on upland areas ; nor will it affect the water levels of either Lake Ontario or the upper St. Lawrence River.

c) That the Canadian Government will ensure that the contractor or contractors for the dredging operations to be performed on the United States side of the International Boundary Line will as a matter of contract responsibility be required to (i) perform and complete the work on the United States side of the International Boundary Line in accordance with the terms of this Note ; (ii) be responsible for all injuries to persons and damages to property that occur as a result of fault or negligence in connection with work performed on the United States side of the International Boundary Line ; and (iii) carry adequate insurance commensurate with their responsibility under (ii).

d) That a dredging permit will be required for work in United States waters.

e) That a temporary importation bond entry under the United States Tariff Act will be required for the period of time that the dredge or dredges will be operating in United States waters.

f) That no special rights or privileges beyond the permission to dredge in the area of United States territory described in this Note shall be acquired by the Canadian Government and no obligations or commitments shall be assumed by the United States Government by virtue of this Note, except as expressly set out herein.

g) That permission to perform any future maintenance of that part of the channel dredged in United States waters by the Canadian Government will require the issuance of a new dredging permit.

h) That each party to this agreement undertakes that all requests received by its supervisory personnel connected with the project from authorities within its jurisdiction for information concerning personnel employed upon the project, when such information is not related to the employment of such personnel upon the project, shall be brought to the attention of the other party. The party from whom the information is requested will give due consideration to the position which the other party may take with regard to the provision of such information.

If the conditions and terms outlined above for dredging in United States waters are acceptable to the Government of the United States of America, it is proposed that this Note and the Ambassador's reply shall constitute a special agreement between our two Governments under Article III of the Boundary Waters Treaty of January 11, 1909.¹

H. C. G.

Ottawa
October 17, 1961

¹ De Martens, *Nouveau Recueil général de Traités*, troisième série, tome IV, p. 208.