

MEMORANDUM OF ARRANGEMENTS

GREAT LAKES PILOTAGE

BETWEEN

THE SECRETARY OF TRANSPORTATION

OF THE

UNITED STATES OF AMERICA

AND

THE MINISTER OF TRANSPORT OF CANADA

The Secretary of Transportation of the United States of America and the Minister of Transport of Canada have agreed to recommend to their respective Governments the following Memorandum of Arrangements concerning Great Lakes Pilotage to replace the existing Memorandum.

The last amendment of the existing Memorandum of Arrangements was made effective by the Secretary and the Minister on August 12, 1970. Since that time, there have been several significant changes in the pilotage system that should be reflected in a revised Memorandum of Arrangements.

The Secretary and the Minister fully recognize the different methods of operating pilotage on the Great Lakes. Canada operates with the Great Lakes Pilotage Authority Ltd. in control and the majority of its pilots are its employees. The United States operates with voluntary associations providing the pilotage service with pilots being self-employed.

MEMORANDUM OF ARRANGEMENTS
GREAT LAKES PILOTAGE

Definitions

1. For the purpose of this Memorandum, the following definitions apply:
 - a. "Designated waters" means the waters of Districts 1, 2 and 3.
 - b. "District 1" means all the waters of the St. Lawrence River from the pilot boarding station near the International Boundary at St. Regis, Quebec, to a line running from Carruthers Point Light at Kingston, Ontario, on a true bearing of approximately 127° through Wolfe Island, South Side Light and extended to the New York Shore.
 - c. "District 2" means the Welland Canal and the waters of Lake Erie westward of a line running on a true bearing of approximately 026° from Sandusky Pierhead Light at Cedar Point, Ohio, to Southeast Shoal Light, the waters contained within the area of a circle of one mile radius eastward of Sandusky Pierhead Light, the Detroit River, Lake St. Clair, the St. Clair River and the northern approaches thereto south of Latitude $43^{\circ} 05' 30''$ N. For the purposes of this definition, "Welland Canal" includes all the waters of the Canal between the following:

- (1) in the southern approach, within an arc drawn one mile to the southward of the outer light on the western breakwater at Port Colborne, and
- (2) in the northern approach, within an arc drawn one mile to northward of the western breakwater light at Port Weller.

- d. "District 3" means the St. Mary's River, Sault Ste. Marie Locks and approaches thereto between Latitude 45° 59' N. at the southern approach and Longitude 84° 33' W. at the northern approach.
- e. "Great Lakes" means Lakes Superior, Michigan, Huron, Erie and Ontario, their connecting and tributary waters, the St. Lawrence River as far east as St. Regis, and adjacent port areas.
- f. "Minister" means the Minister of Transport of Canada.
- g. "Pilot" means a person registered and licensed in the United States or licensed in Canada as a Great Lakes Pilot.
- h. "Secretary" means the Secretary of Transportation of the United States of America.
- i. "Undesignated waters" means all the waters of the Great Lakes other than designated waters. For pool purposes, Lake Ontario is in District 1, Lake Erie is in District 2, and Lakes Huron, Michigan and Superior are in District 3.
- j. "Movage" means the moving of a ship within a harbor from one anchored or moored position to another, but does not include the warping of a vessel from one berth to another solely by means of mooring lines attached to a wharf or to the shore or to a mooring buoy unless a pilot is employed.
- k. "Authority" means the Great Lakes Pilotage Authority Ltd. of Canada.
- l. "Director" means the Director of Great Lakes Pilotage, U. S. Coast Guard.
- m. Rate Computation definitions:

(1) "Length" means the distance between the forward and after extremities of the ship.

(2) "Breadth" means the maximum breadth to the outside of the shell plating of the ship.

(3) "Depth" means the vertical distance of amidships from the top of the keel plate to the upper most continuous deck, fore and aft, and which extends to the sides of the ship. The continuity of a deck shall not be considered to be affected by the existence of tonnage openings, engine spaces or a step in the deck.

Pilotage Service

2. a. Coordinated pilotage service shall be provided in the Great Lakes by United States and Canadian pilots under the supervision of the Director and the Authority, acting for the Secretary and the Minister, respectively.

b. The Director and the Authority, acting for the Secretary and the Minister, respectively, will maintain registers of United States and Canadian pilots authorized to render pilotage services on all or specified portions of the Great Lakes, and will establish and maintain systems for recruiting and training pilots.

c. No person may be licensed or registered as a pilot, and no pilot may continue as such, after he reaches the age of 65 years, unless in the opinion of the Secretary or the Minister, as the case may be, the public interest will be thereby served and that person is fit to perform the duties of a pilot.

Dispatching and Pilot Boats

3. The Secretary and the Minister will establish and maintain, or cause to be established and maintained, facilities for the dispatching of pilots and for related services, including pilot boats. To avoid the cost of redundancy, services for shared participation shall be provided on a cooperative exchange basis as follows:

a. District 1

- (1) Dispatching - by the Authority
- (2) Pilot Boat - at Cape Vincent; by the St. Lawrence Seaway Pilots Association

b. District 2

- (1) Dispatching - upbound, by the Authority
 - downbound, by the Lakes Pilots Association, Inc.
- (2) Pilot Boat - at Port Colborne and Port Weller, by the ~~Authority~~
- at Detroit and Port Huron, by the Lakes Pilots Association, Inc.

c. District 3

- (1) Dispatching - by Upper Great Lakes Pilots, Inc.
- (2) Pilot Boats - by Upper Great Lakes Pilots, Inc.

d. Services solely for the benefit of the pilots of one nation shall be provided by the cognizant party for that nation.

Participation in Pilotage Service

4.1 Participation in providing pilotage to vessels and the revenues derived therefrom shall be shared as detailed below. Revenue will be based on work actually performed as determined by the natural flow of traffic and the standards described for sharing participation. Each country may employ pilots in such numbers as it deems necessary to meet its own actual work standards. But such numbers and work standards shall not affect the sharing of participation and revenue described hereunder. The rate used to determine the charge for pilotage service will be set for each area by using the number of pilot position as a figure based on an assumed work standard, representing the estimated work to be performed by one pilot.

a. District 1

(1) Between Cape Vincent and St. Regis:

Vessels entering the District, either upbound or downbound, shall be numbered in blocks of 34, 20 of which will be designated for Canadian pilots and 14 for United States pilots. Assignments will be made on the basis of a straight tour de role according to the nationality designated for each.

(2) Between Cape Vincent and Port Weller:

A dispatching role of 12 positions shall be established, 6 of which shall be designated for Canadian pilots and 6 for United States pilots. Assignments shall be divided equally between United States and

Canada over the course of the shipping season.

I b. District 2

- (1) Welland Canal - Canadian pilots only
- (2) Between Port Colborne and Port Huron; with no intermediate ports of call (the Detroit Pilot Boat is not a "port"):

Vessels entering the District, either upbound or downbound, shall be numbered in blocks of 8, the number assigned depending strictly on sequence of arrival at Port Colborne upbound or Port Huron downbound. United States pilots will serve vessels numbers 1, 3, 5 and 7 between Port Colborne and the Detroit Pilot Boat and Canadian pilots will serve numbers 2, 4, 6 and 8 in that reach. Between Port Huron and the Detroit Pilot Boat, United States pilots will serve vessel numbers 1, 3, 5, 7 and 8 while Canadian pilots will serve numbers 2, 4 and 6 in that area.

- (3) Vessels stopping at ports within the District excluding the Welland Canal (the Detroit Pilot Boat is not a "port"):

Canadian pilots will serve vessels bound for Canadian ports within the District and United States pilots will serve vessels bound for United States ports within the District. A vessel leaving a United States port bound for a Canadian port within the District will be served by a United States pilot to the Detroit Pilot Boat and

by a Canadian pilot from there, except that no change will be made for a vessel bound for Windsor from a United States port. A vessel leaving a Canadian port bound for a United States port within the District will be served by a Canadian pilot to the Detroit Pilot Boat and by a United States pilot from there, except that no change will be made for vessels bound for Detroit from a Canadian port.

c. District 3

Canadian pilots will be assigned to serve vessels in such numbers over the course of the shipping season as to realize 18.9% of the total revenue for the District for the season.

Accounting

5. a. The Secretary and the Minister will establish and maintain, or cause to be established and maintained, facilities for the billing, collecting and accounting of pilotage revenue.

b. The costs incurred by the parties responsible for providing dispatching and related services shall be verified by the Director or the Authority, depending on which country provided the service. The party providing the service shall be reimbursed from pilotage revenue in the following manner:

(1) District 1

Prior to the 1st of April of each year, the Authority and the St. Lawrence Seaway Pilots Association shall enter into an agreement to compensate each other for pilotage related services. The charge for these ser-

vices will be those costs mutually agreed to for the current year. A monthly amount will then be arrived at by dividing the total cost by 8 1/2 to arrive at a seasonal monthly amount. This amount will be shared on the basis of dispatches between the Authority and the St. Lawrence Seaway Pilots Association each month.

Pilot boat costs shall be developed in a similar manner and will be shared on the basis of pilot boat trips used by Canadian and United States pilots each month. Payments for these services will be made in the currency of the party providing the services. Each party providing the service shall do its own billing and collecting.

(2) District 2

Prior to the 1st of April of each year, the Authority and Lakes Pilots Association, Inc. shall enter into an agreement to compensate each other for pilotage related services. The amount to be charged for these services will be based on costs and traffic anticipated for the current year. A charge for each dispatch and a charge for each pilot boat trip will then be negotiated between the parties on this basis. Payment for these services will be made in the currency of the party providing the service. Each party providing the service shall do its own billing and collecting.

(3) District 3

W.H. Davis
Upper Great Lakes Pilots, Inc. will provide all services related to furnishing pilotage in the District. They will reimburse the Authority monthly for its share of collections made during the preceding month. *Upper Great Lakes Pilots, Inc.* may withhold from each payment a fixed percentage, agreed to before April 1 of each year, to cover the costs of providing the services.

c. The accounts of each District and the Authority shall be subject to audit by each country's own auditors. Copies of the audit shall be exchanged between the Authority and the Director, with each country reserving the right to ask the other for additional information or a more detailed report.

Calculation of Pilotage Units & Determination of Weighting Factor

6. For the purpose of calculating charges for pilotage services, the pilotage unit number and appropriate weighting factor for each ship shall be computed by utilizing the following formula and table:

a. Pilotage Unit Computation:

$$\text{Pilotage Unit} = \frac{\text{Length} \times \text{Breadth} \times \text{Depth}}{10,000}$$

b. Weighting Factor Table:

<u>Range of Pilotage Units</u>	<u>Weighting Factor</u>
0 - 99	.85
100 - 129	1.00
130 - 159	1.15
160 - and over	1.30

c. The charge for pilotage service is obtained by multiplying the weighting factor, obtained from paragraph (b) of this section, by the appropriate basic rate specified in the Rate Supplement to this Agreement.

Tariffs

7. The Secretary and the Minister will arrange for the establishment of regulations imposing identical rates, charges, and any other conditions or terms for services of pilots in the waters of the Great Lakes, such rates, charges, and any other conditions or terms being annexed hereto from time to time as a Rate Supplement and to be deemed a part of this Memorandum of Arrangements.

Effective Date

b 8.1 This Memorandum of Arrangements becomes effective on the latter of the dates of signatures indicated below and will remain in effect until revised by mutual agreement or until terminated on December 31 of any year following 1977 by either party having given written notice of termination; then the other party shall have until April 15 of that year to similarly give notice of termination.

William T. Weston, Jr.

Washington, D. C. January 17, 1977

Orz Lang

Ottawa, Canada January 18, 1977

No. 18634

**UNITED STATES OF AMERICA
and
CANADA**

Exchange of notes constituting an agreement relating to the regulation of pilotage services on the Great Lakes and St. Lawrence (with memorandum of arrangements of 17 and 18 January 1977). Ottawa, 23 August 1978 and 29 March 1979

Authentic texts of the Exchange of notes: English and French.

Authentic text of the Memorandum of Arrangements: English.

Registered by the United States of America on 18 April 1980.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

Échange de notes constituant un accord relatif à la réglementation des services de pilotage sur les Grands Lacs et sur le Saint-Laurent (avec mémorandum d'accord des 17 et 18 janvier 1977). Ottawa, 23 août 1978 et 29 mars 1979

Textes authentiques de l'Échange de notes : anglais et français.

Texte authentique du Mémorandum d'accord : anglais.

Enregistré par les États-Unis d'Amérique le 18 avril 1980.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO THE REGULATION OF PILOTAGE SERVICES ON THE GREAT LAKES AND ST. LAWRENCE

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE CANADA RELATIF À LA RÉGLEMENTATION DES SERVICES DE PILOTAGE SUR LES GRANDS LACS ET SUR LE SAINT-LAURENT

I

[TRADUCTION — TRANSLATION]

EMBASSY OF THE UNITED STATES
OF AMERICA

August 23, 1978

No. 229

Sir:

I have the honor to refer to discussions between the United States Department of Transportation and the Ministry of Transport of Canada concerning joint arrangements for the regulation of pilotage services on the Great Lakes. These discussions have resulted in agreement on the recommended terms and conditions set forth in the attached Memorandum of Arrangements, signed on January 17, 1977, by the United States Secretary of Transportation, and on January 18, 1977, by the Minister of Transport of Canada.

I have the further honor to propose that these terms and conditions should henceforth govern the operation of pilotage on the Great Lakes. If this proposal meets with the approval of your Government, this note and the annexed Memorandum of Arrangements, together with your reply to that

AMBASSADE DES ÉTATS-UNIS
D'AMÉRIQUE

Le 23 août 1978

N° 229

Monsieur le Secrétaire d'Etat,

J'ai l'honneur de me référer aux entretiens qu'ont eus le Ministère des transports des Etats-Unis et le Ministère des transports du Canada au sujet des arrangements conjoints pour la réglementation des services de pilotage sur les Grands Lacs. Ces entretiens ont résulté en un accord sur les modalités exposées dans le mémorandum d'accord ci-joint, signé le 17 janvier 1977 par le Secrétaire aux transports des Etats-Unis et le 18 janvier 1977 par le Ministre des transports du Canada.

J'ai également l'honneur de proposer que ces modalités régissent dorénavant les opérations de pilotage sur les Grands Lacs. Si cette proposition agréée à votre gouvernement, la présente note et le mémorandum d'accord y annexé, de même que votre réponse à cet effet, constitueront entre nos deux gouverne-

¹ Came into force on 29 March 1979, the date of the note in reply, with retroactive effect from 18 January 1977, in accordance with the provisions of the said notes.

¹ Entré en vigueur le 29 mars 1979, date de la note de réponse, avec effet rétroactif au 18 janvier 1977, conformément aux dispositions desdites notes.

effect, shall constitute an agreement between our two Governments which shall enter into force on the date of your reply with effect from January 18, 1977. This agreement shall supersede the agreement effected by an exchange of notes July 6, 1970, as amended by an exchange of notes on August 11, 1970.¹

Accept, Sir, the renewed assurances of my highest consideration.

[Signed]

JAMES A. PLACKE
Chargé d'affaires *ad interim*

Enclosure:
Memorandum of Arrangements

The Honorable Don Jamieson
Secretary of State for External
Affairs
Ottawa

**MEMORANDUM OF ARRANGE-
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BETWEEN THE MINISTER OF
TRANSPORT OF CANADA AND THE
SECRETARY OF TRANSPORTATION
OF THE UNITED STATES OF AMER-
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The Secretary of Transportation of the United States of America and the Minister of Transport of Canada have agreed to recommend to their respective Governments the following Memorandum of Arrangements concerning Great Lakes Pilotage to replace the existing Memorandum.

The last amendment of the existing Memorandum of Arrangements was made effective by the Secretary and the Minister on August 12, 1970. Since that time, there have been several significant changes in the pilotage system that should be reflected in a revised Memorandum of Arrangements.

The Secretary and the Minister fully recognize the different methods of operating

ments un accord qui entrera en vigueur à la date de votre réponse, avec effet à compter du 18 janvier 1977. Cet accord remplacera celui conclu par un échange de notes le 6 juillet 1970 et modifié par un échange de notes le 11 août 1970¹.

Veuillez agréer, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

Le Chargé d'affaires par intérim,

[Signé]

JAMES A. PLACKE

Pièce jointe :
Mémorandum d'accord

L'honorable Don Jamieson
Secrétaire d'Etat aux affaires
extérieures
Ottawa

**MÉMORANDUM D'ACCORD SUR LE
PILOTAGE DANS LES GRANDS
LACS ENTRE LE MINISTRE DES
TRANSPORTS DU CANADA ET LE
SECRÉTAIRE AUX TRANSPORTS
DES ÉTATS-UNIS D'AMÉRIQUE**

Le Secrétaire aux transports des Etats-Unis d'Amérique et le Ministre des transports du Canada sont convenus de recommander à leurs Gouvernements respectifs d'accepter le mémorandum d'accord suivant sur le pilotage dans les Grands Lacs pour remplacer le mémoire actuel.

Le Secrétaire et le Ministre avaient donné effet le 12 août 1970 au dernier amendement apporté à l'actuel mémoire. Depuis, plusieurs changements significatifs ont été apportés au système de pilotage et ceux-ci devraient être reflétés dans un mémorandum d'accord révisé.

Le Secrétaire et le Ministre reconnaissent pleinement les différentes méthodes de pilo-

¹ United Nations, *Treaty Series*, vol. 756, p. 9.

¹ Nations Unies, *Recueil des Traité*s, vol. 756, p. 9.

pilotage on the Great Lakes. Canada operates with the Great Lakes Pilotage Authority Ltd. in control, and the majority of its pilots are its employees. The United States operates with voluntary associations providing the pilotage services, with pilots being self-employed.

MEMORANDUM OF ARRANGEMENTS

GREAT LAKES PILOTAGE

Definitions

1. For the purpose of this Memorandum, the following definitions apply:

a. "Designated waters" means the waters of Districts 1, 2 and 3.

b. "District 1" means all the waters of the St. Lawrence River from the pilot boarding station near the International Boundary at St. Regis, Quebec, to a line running from Carruthers Point Light at Kingston, Ontario, on a true bearing of approximately 127° through Wolfe Island, South Side Light, and extended to the New York shore.

c. "District 2" means the Welland Canal and the waters of Lake Erie westward of a line running on a true bearing of approximately 026° from Sandusky Pierhead Light at Cedar Point, Ohio, to Southeast Shoal Light, the waters contained within the area of a circle of one mile radius eastward of Sandusky Pierhead Light, the Detroit River, Lake St. Clair, the St. Clair River and the northern approaches thereto south of Latitude $43^{\circ} 05' 30''$ N. For the purposes of this definition, "Welland Canal" includes all the waters of the Canal between the following:

- (1) In the southern approach, within an arc drawn one mile to the southward of the outer light on the western breakwater at Port Colborne, and
- (2) In the northern approach, within an arc drawn one mile to the northward of the western breakwater light at Port Weller.

d. "District 3" means the St. Mary's River, Sault Ste. Marie Locks and approaches thereto between Latitude $45^{\circ} 59'$ N. at the southern approach and

tage dans les Grands Lacs. Le Canada s'en remet à l'Administration de pilotage des Grands Lacs, la majorité des pilotes étant employés de cette société. Quant aux Etats-Unis, ils ont recours à des associations libres pour assurer les services de pilotage, les pilotes étant des travailleurs indépendants.

PROTOCOLE D'ARRANGEMENT

PILOTAGE DANS LES GRANDS LACS

Définitions

1. Les définitions suivantes s'appliquent aux fins du présent Protocole :

a) « Eaux désignées » signifie les eaux des circonscriptions 1, 2 et 3.

b) « Circonscription 1 » désigne toutes les eaux du fleuve Saint-Laurent depuis le point d'embarquement des pilotes près de la frontière internationale à Saint-Régis (Québec) jusqu'à une ligne allant du feu de la pointe Carruthers à Kingston (Ontario) selon un relevé vrai d'environ 127° , traversant l'île Wolfe, passant par le feu du côté sud et se prolongeant jusqu'à la rive de l'Etat de New York.

c) « Circonscription 2 » désigne le canal de Welland et les eaux du lac Erié à l'ouest d'une ligne allant, selon un relevé vrai d'environ 26° , du feu du musoir de la jetée Sandusky à la pointe Cedar (Ohio) jusqu'au feu du haut-fond sud-est, les eaux situées dans un cercle d'un mille de rayon à l'est du feu du musoir de la jetée Sandusky, la rivière Détroit, le lac Saint-Clair, la rivière Saint-Clair et ses approches septentrionales au sud de $43^{\circ} 05' 30''$ de latitude nord. Aux fins de la présente définition, le « canal de Welland » comprend toutes les eaux de ce canal situées dans les secteurs suivants :

- 1) A l'approche sud, à l'intérieur d'un arc tiré à un mille au sud du feu extérieur du brise-lame de l'ouest à Port Colborne; et
- 2) A l'approche nord, à l'intérieur d'un arc tiré à un mille au nord du feu du brise-lame de l'ouest à Port Weller.

d) « Circonscription 3 » désigne la rivière St-Mary, les écluses de Sault-Sainte-Marie et leurs approches, entre $45^{\circ} 59'$ de

Longitude 84° 33' W. at the northern approach.

e. "Great Lakes" means Lakes Superior, Michigan, Huron, Erie and Ontario, their connecting and tributary waters, the St. Lawrence River as far east as St. Regis, and adjacent port areas.

f. "Minister" means the Minister of Transport of Canada.

g. "Pilot" means a person registered and licensed in the United States or licensed in Canada as a Great Lakes Pilot.

h. "Secretary" means the Secretary of Transportation of the United States of America.

i. "Undesignated waters" means all the waters of the Great Lakes other than designated waters. For pool purposes, Lake Ontario is in District 1, Lake Erie is in District 2, and Lakes Huron, Michigan and Superior are in District 3.

j. "Movage" means the moving of a ship within a harbor from one anchored or moored position to another, but does not include the warping of a vessel from one berth to another solely by means of mooring lines attached to a wharf or to the shore or to a mooring buoy unless a pilot is employed.

k. "Authority" means the Great Lakes Pilotage Authority Ltd. of Canada.

l. "Director" means the Director of Great Lakes Pilotage, U.S. Coast Guard.

m. Rate Computation definitions:

- (1) "Length" means the distance between the forward and after extremities of the ship.
- (2) "Breadth" means the maximum breadth to the outside of the shell plating of the ship.
- (3) "Depth" means the vertical distance of amidships from the top of the keel plate to the upper most continuous deck, fore and aft, and which extends to the sides of the ship. The continuity of a deck shall not be considered to be affected

latitude nord à l'approche sud et 84° 33' de longitude ouest à l'approche nord.

v) « Grands Lacs » désigne les lacs Supérieur, Michigan, Huron, Erié et Ontario, leurs eaux de communication et leurs affluents, le fleuve Saint-Laurent jusqu'à Saint-Régis à l'est et les zones portuaires adjacentes.

f) « Ministre » désigne le Ministre des transports du Canada.

g) « Pilote » désigne une personne inscrite et brevetée aux Etats-Unis ou brevetée au Canada comme pilote des Grands Lacs.

h) « Secrétaire » désigne le Secrétaire aux transports des Etats-Unis d'Amérique.

i) « Eaux non désignées » signifie toutes les eaux des Grands Lacs autres que les eaux désignées. Aux fins de la formation de centres, le lac Ontario fait partie de la circonscription 1, le lac Erié de la circonscription 2 et les lacs Huron, Michigan et Supérieur, de la circonscription 3.

j) « Déplacement » signifie le changement de place d'un navire, à l'intérieur d'un port, d'une position d'ancre ou d'amarrage à une autre, mais ne comprend pas le touage d'un vaisseau d'un poste à quai à un autre uniquement au moyen de lignes d'amarrage attachées à un quai ou au rivage ou à un coffre d'amarrage, à moins qu'un pilote ne soit employé.

k) « Administration » désigne l'Administration de pilotage des Grands Lacs du Canada.

l) « Directeur » désigne le directeur de Great Lakes Pilotage, Garde côtière des Etats-Unis.

m) Définitions pour le calcul des tarifs :

- (1) « Longueur » signifie la distance entre les extrémités avant et arrière du navire;
- (2) « Largeur » signifie la largeur maximale jusqu'à l'extérieur du revêtement de la coque du navire;
- (3) « Hauteur » signifie la distance verticale au milieu du navire depuis le sommet de la quille jusqu'au pont supérieur continu qui va de l'avant à l'arrière et qui s'étend jusqu'aux flancs du navire. La continuité d'un pont ne sera pas

by the existence of tonnage openings, engine spaces or a step in the deck.

considérée comme annulée par l'existence d'ouvertures de cales, d'espaces pour les machines ou d'une marche dans le pont.

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b. The Director and the Authority, acting for the Secretary and the Minister, respectively, will maintain registers of United States and Canadian pilots authorized to render pilotage services on all or specified portions of the Great Lakes, and will establish and maintain systems for recruiting and training pilots.

c. No person may be licensed or registered as a pilot, and no pilot may continue as such, after he reaches the age of 65 years, unless in the opinion of the Secretary or the Minister, as the case may be, the public interest will be thereby served and that person is fit to perform the duties of a pilot.

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a. District 1:

- (1) Dispatching — by the Authority.
- (2) Pilot Boat — at Cape Vincent, by the St. Lawrence Seaway Pilots Association.

b. District 2:

- (1) Dispatching — upbound, by the Authority
— downbound, by the Lakes Pilots Association, Inc.

Services de pilotage

2. a) Des services coordonnés de pilotage seront assurés dans les Grands Lacs par des pilotes des Etats-Unis et du Canada, sous la supervision du Directeur et de l'Administration, agissant pour le compte du Secrétaire et du Ministre, respectivement.

b) Le Directeur et l'Administration, agissant pour le compte du Secrétaire et du Ministre, maintiendront respectivement des registres des pilotes des Etats-Unis et du Canada qui sont autorisés à assurer des services de pilotage dans toutes les parties spécifiées des Grands Lacs, et institueront et maintiendront des systèmes de recrutement et de formation de pilotes.

c) Personne ne peut être breveté ou inscrit comme pilote, et aucun pilote inscrit ou breveté ne peut demeurer tel après avoir atteint l'âge de 65 ans, à moins que, de l'avis du Secrétaire ou du Ministre, selon le cas, il n'y aille de l'intérêt public et que l'intéressé ne soit apte à exercer les fonctions de pilote.

Régulation et bateaux pilotes

3. Le Secrétaire et le Ministre établiront et maintiendront ou feront établir et maintenir des services de régulation pour les pilotes et des services connexes, y compris les bateaux pilotes. Pour éviter les coûts inhérents au double emploi, les services nécessitant une participation commune seront fournis selon les modalités de coopération suivantes :

a) Circonscription 1 :

- 1) Régulation — par l'Administration;
- 2) Bateaux pilotes — au cap Vincent, par la St-Lawrence Seaway Pilots Association.

b) Circonscription 2 :

- 1) Régulation — vers l'amont, par l'Administration;
— vers l'aval, par la Lakes Pilots Association, Inc.;

- (2) Pilot Boat — at Port Colborne and Port Weller, by the Authority
— at Detroit and Port Huron, by the Lakes Pilots Association, Inc.
- c. District 3:
- (1) Dispatching — by Upper Great Lakes Pilots, Inc.
 - (2) Pilot Boats — by Upper Great Lakes Pilots, Inc.
- d. Services solely for the benefit of the pilots of one nation shall be provided by the cognizant party for that nation.

Participation in Pilotage Service

4. Participation in providing pilotage to vessels and the revenues derived therefrom shall be shared as detailed below. Revenue will be based on work actually performed as determined by the natural flow of traffic and the standards described for sharing participation. Each country may employ pilots in such numbers as it deems necessary to meet its own actual work standards, but such numbers and work standards shall not affect the sharing of participation and revenue described hereunder. The rate used to determine the charge for pilotage service will be set for each area by using the number of pilot positions required to perform the estimated work. A pilot position is a figure based on an assumed work standard, representing the estimated work to be performed by one pilot.

a. District 1:

- (1) Between Cape Vincent and St. Regis:

Vessels entering the District, either upbound or downbound, shall be numbered in blocks of 34, 20 of which will be designated for Canadian pilots and 14 for United States pilots. Assignments will be made on the basis of a straight tour de rôle according to the nationality designated for each.

- 2) Bateaux pilotes — à Port Colborne et Port Weller, par l'Administration;
— à Détroit et à Port Huron, par la Lakes Pilots Association, Inc.
- c) Circonscription 3 :
- 1) Régulation — par la Upper Great Lakes Pilots, Inc.;
 - 2) Bateaux pilotes — par la Upper Great Lakes Pilots, Inc.
- d) Les services ne bénéficiant qu'aux pilotes de l'un des deux pays seront fournis par l'autorité compétente de ce pays.

Participation aux services de pilotage

4. La participation aux services de pilotage offerts aux bateaux et les recettes qui en découlent seront partagées selon les modalités expliquées ci-après. Les recettes seront fonction du travail effectivement accompli, tel qu'il sera déterminé par l'écoulement naturel du trafic et par les normes décrites régissant la participation commune. Chaque pays peut employer le nombre de pilotes qu'il juge nécessaire pour respecter ses propres normes de travail effectives; ce nombre et ces normes n'influenceront cependant pas sur le partage de la participation et des recettes décrit ci-après. Le tarif servant à déterminer la taxe de pilotage sera fixé pour chaque secteur en utilisant le nombre de postes de pilotes nécessaires pour accomplir la charge de travail prévue. Un poste de pilote correspond à un chiffre obtenu à partir d'une norme de travail supposée et représentant la somme de travail estimée que doit accomplir un pilote.

a) Circonscription 1 :

- 1) Entre cap Vincent et Saint-Régis :

Les bateaux entrant dans la circonscription, soit vers l'amont, soit vers l'aval, seront comptés par groupes de 34, dont 20 seront assignés à des pilotes du Canada et 14 à des pilotes des Etats-Unis. Les assignations se feront selon un tour de rôle régulier, suivant la nationalité désignée pour chacun.

(2) Between Cape Vincent and Port Weller:

A dispatching role of 12 positions shall be established, 6 of which shall be designated for Canadian pilots and 6 for United States pilots. Assignments shall be divided equally between United States and Canada over the course of the shipping season.

b. District 2:

- (1) Welland Canal—Canadian pilots only.
- (2) Between Port Colborne and Port Huron, with no intermediate ports of call (the Detroit Pilot Boat is not a "port"):

Vessels entering the District, either upbound or downbound, shall be numbered in blocks of 8, the number assigned depending strictly on sequence of arrival at Port Colborne upbound or Port Huron downbound. United States pilots will serve vessels numbers 1, 3, 5 and 7 between Port Colborne and the Detroit Pilot Boat, and Canadian pilots will serve numbers 2, 4, 6 and 8 in that reach. Between Port Huron and the Detroit Pilot Boat, United States pilots will serve vessel numbers 1, 3, 5, 7 and 8 while Canadian pilots will serve numbers 2, 4 and 6 in that area.

- (3) Vessels stopping at ports within the District excluding the Welland Canal (the Detroit Pilot Boat is not a "port"):

Canadian pilots will serve vessels bound for Canadian ports within the District, and United States pilots will serve vessels bound for United States ports within the District. A vessel leaving a United States port bound for a Canadian port within the District will be served by a United States pilot to the Detroit Pilot Boat and by a Canadian pilot from there, except that no

2) Entre cap Vincent et Port Weller :

Un rôle de régulation comprenant 12 postes sera établi, dont six seront assignés à des pilotes du Canada et six à des pilotes des Etats-Unis. Les assignations seront réparties également entre les Etats-Unis et le Canada durant la saison de la navigation.

b) Circonscription 2 :

- 1) Canal Welland — pilotes du Canada seulement.
- 2) Entre Port Colborne et Port Huron, sans port d'escale intermédiaire (le bateau pilote de Détroit n'est pas considéré comme un « port ») :

Les bateaux entrant dans la circonscription, soit vers l'amont, soit vers l'aval, seront comptés par groupes de huit, le numéro assigné à chacun dépendant strictement de l'ordre d'arrivée à Port Colborne en direction de l'amont et à Port Huron en direction de l'aval. Les pilotes des Etats-Unis seront affectés aux bateaux n°s 1, 3, 5 et 7 entre Port Colborne et le bateau pilote de Détroit; les pilotes du Canada seront affectés aux bateaux n°s 2, 4, 6 et 8 dans la même étendue d'eau. Entre Port Huron et le bateau pilote de Détroit, les pilotes des Etats-Unis seront affectés aux bateaux n°s 1, 3, 5, 7 et 8, tandis que les pilotes du Canada seront affectés aux bateaux n°s 2, 4 et 6 dans ce secteur.

- 3) Bateaux s'arrêtant à des ports dans la circonscription, à l'exclusion du canal de Welland (le bateau pilote de Détroit n'est pas considéré comme un « port ») :

Les pilotes du Canada seront affectés aux bateaux à destination de ports canadiens situés dans la circonscription, tandis que les pilotes des Etats-Unis seront affectés aux bateaux à destination de ports américains situés dans la circonscription. Un bateau quittant un port des Etats-Unis à destination d'un port du Canada situé dans la circonscription sera desservi par un pilote des Etats-

change will be made for a vessel bound for Windsor from a United States port. A vessel leaving a Canadian port bound for a United States port within the District will be served by a Canadian pilot to the Detroit Pilot Boat and by a United States pilot from there, except that no change will be made for vessels bound for Detroit from a Canadian port.

c. District 3:

Canadian pilots will be assigned to serve vessels in such numbers over the course of the shipping season as to realize 18.9% of the total revenue for the District for the season.

Accounting

5. a. The Secretary and the Minister will establish and maintain, or cause to be established and maintained, facilities for the billing, collecting and accounting of pilotage revenue.

b. The costs incurred by the parties responsible for providing dispatching and related services shall be verified by the Director or the Authority, depending on which country provided the service. The party providing the service shall be reimbursed from pilotage revenue in the following manner:

(1) District 1:

Prior to the 1st of April of each year, the Authority and the St. Lawrence Seaway Pilots Association shall enter into an agreement to compensate each other for pilotage related services. The charge for these services will be those costs mutually agreed to for the current year. A monthly amount will then be arrived at by dividing the total cost by 8 1/2 to arrive at a seasonal monthly amount. This amount will be shared on the basis of dispatches between the Authority and the St. Lawrence Seaway Pilots Association each month.

Unis jusqu'au bateau pilote de Détroit, et, de là, par un pilote du Canada; il n'y aura cependant pas de changement de pilote dans le cas d'un bateau quittant un port des Etats-Unis à destination de Windsor. Un bateau quittant un port du Canada à destination d'un port des Etats-Unis situé dans la circonscription sera desservi par un pilote du Canada jusqu'au bateau pilote de Détroit et, de là, par un pilote des Etats-Unis; il n'y aura cependant pas de changement de pilote dans le cas d'un bateau quittant un port canadien à destination de Détroit.

c) Circonscription 3 :

Pendant la saison de la navigation, les pilotes du Canada seront affectés aux bateaux en nombre suffisant pour réaliser 18,9% des recettes totales de la circonscription pour ladite saison.

Comptabilité

5. a) Le Secrétaire et le Ministre établiront et maintiendront ou feront établir et maintenir des services de facturation, de perception et de comptabilité des recettes de pilotage.

b) Les frais engagés par les parties chargées de la prestation des services de régulation et autres services connexes seront contrôlés par le Directeur ou par l'Administration, selon le pays qui aura assuré le service. La partie assurant le service sera remboursée à même les recettes du pilotage, selon les modalités suivantes :

1) Circonscription 1 :

Avant le 1^{er} avril de chaque année, l'Administration et la St. Lawrence Seaway Pilots Association devront s'entendre afin de se dédommager pour la prestation de services liés au pilotage. La taxe de pilotage correspondra aux frais dont on sera mutuellement convenu pour l'année en cours. Un montant mensuel sera alors déterminé en divisant le total des frais par 8,5 afin d'en arriver à un montant mensuel saisonnier. Ce montant sera partagé mensuellement au prorata des affectations entre l'Administration et la St. Lawrence Seaway Pilots Association.

Pilot boat costs shall be developed in a similar manner and will be shared on the basis of pilot boat trips used by Canadian and United States pilots each month. Payments for these services will be made in the currency of the party providing the services. Each party providing the service shall do its own billing and collecting.

(2) District 2:

Prior to the 1st of April of each year, the Authority and Lakes Pilots Association, Inc. shall enter into an agreement to compensate each other for pilotage related services. The amount to be charged for these services will be based on costs and traffic anticipated for the current year. A charge for each dispatch and a charge for each pilot boat trip will then be negotiated between the parties on this basis. Payment for these services will be made in the currency of the party providing the service. Each party providing the service shall do its own billing and collecting.

(3) District 3:

Upper Great Lakes Pilots, Inc. will provide all services related to furnishing pilotage in the District. They will reimburse the Authority monthly for its share of collections made during the preceding month. Upper Great Lakes Pilots, Inc. may withhold from each payment a fixed percentage, agreed to before April 1 of each year, to cover the costs of providing the services.

c. The accounts of each District and the Authority shall be subject to audit by each country's own auditors. Copies of the audit shall be exchanged between the Authority and the Director, with each country reserving the right to ask the other for additional information or a more detailed report.

Calculation of Pilotage Units and Determination of Weighting Factor

6. For the purpose of calculating charges for pilotage services, the pilotage unit number and appropriate weighting factor for

Les frais relatifs aux bateaux pilotes seront déterminés d'une manière analogue et seront partagés selon le nombre de voyages de bateaux pilotes utilisés mensuellement par les pilotes du Canada et les pilotes des Etats-Unis. Le paiement de ces services sera effectué dans la monnaie de la partie fournissant ledit service, chaque partie effectuant elle-même sa facturation et sa perception.

2) Circonscription 2 :

Avant le 1^{er} avril de chaque année, l'Administration et la Lakes Pilots Association, Inc. devront s'entendre afin de se dédommager pour la prestation de services liés au pilotage. La taxe de pilotage sera basée sur les coûts et le trafic prévus pour l'année en cours. Les parties négocieront alors, suivant cette formule, une taxe applicable à chaque affectation et une taxe applicable à chaque voyage d'un bateau pilote. Le paiement des services sera effectué dans la monnaie de la partie fournissant ledit service, chaque partie effectuant elle-même sa facturation et sa perception.

3) Circonscription 3 :

La Upper Great Lakes Pilots, Inc. assurera tous les services liés au pilotage dans la circonscription. Elle remettra mensuellement à l'Administration la partie qui lui revient des sommes perçues durant le mois précédent. La Upper Great Lakes Pilots, Inc. peut retenir sur chaque paiement un pourcentage dont il aura été convenu avant le 1^{er} avril de chaque année et qui servira à couvrir les frais desdits services.

c) Les comptes de chaque circonscription et de l'Administration feront l'objet de vérification par les vérificateurs de chacun des pays. L'Administration et le Directeur s'échangeront des exemplaires de la vérification, chaque pays se réservant le droit de demander à l'autre des renseignements supplémentaires ou un rapport plus détaillé.

Calcul des unités de pilotage et détermination du facteur de lestage

6. Aux fins du calcul de la taxe de pilotage, le nombre équivalent à l'unité de pilotage et le facteur de lestage approprié pour

each ship shall be computed by utilizing the following formula and table:

a. Pilotage Unit Computation:

Pilotage Unit =

$$\frac{\text{Length} \times \text{Breadth} \times \text{Depth}}{10,000}$$

b. Weighting Factor Table:

<i>Range of Pilotage Units</i>	<i>Weighting Factor</i>
0-9985
100-129	1.00
130-159	1.15
160-and over.....	1.30

c. The charge for pilotage service is obtained by multiplying the weighting factor, obtained from paragraph (b) of this section, by the appropriate basic rate specified in the Rate Supplement to this Agreement.

Tariffs

7. The Secretary and the Minister will arrange for the establishment of regulations imposing identical rates, charges, and any other conditions or terms for services of pilots in the waters of the Great Lakes, such rates, charges, and any other conditions or terms being annexed hereto from time to time as a Rate Supplement and to be deemed a part of this Memorandum of Arrangements.

Effective Date

8. This Memorandum of Arrangements becomes effective on the latter of the dates of signatures indicated below and will remain in effect until revised by mutual agreement or until terminated on December 31 of any year following 1977 by either party having given written notice of termination to the other on or before April 1 of that year. If one party gives notice of termination, then the other party shall have until April 15 of that year to similarly give notice of termination.

Washington, D.C., 1977
Ottawa, Canada, 1977

chaque navire seront calculés au moyen de la formule et du tableau ci-après :

a) Calcul de l'unité de pilotage :

Unité de pilotage =

$$\frac{\text{longueur} \times \text{largeur} \times \text{hauteur}}{10\,000}$$

b) Tableau des facteurs de lestage :

<i>Classes d'unités de pilotage</i>	<i>Facteur de lestage</i>
0-99	0,85
100-129	1,00
130-159	1,15
160-et plus	1,30

c) On obtient la taxe de pilotage en multipliant le facteur de lestage indiqué au paragraphe b du présent article par le tarif de base approprié, tel que précisé au Supplément relatif aux tarifs joint au présent Accord.

Tarifs

7. Le Secrétaire et le Ministre veilleront à l'établissement de règlements visant à imposer des tarifs et des taxes identiques et toutes autres conditions ou modalités relatives aux services de pilotage dans les eaux des Grands Lacs; ces tarifs, taxes et conditions ou modalités seront de temps à autre annexés à la présente à titre de supplément relatif aux tarifs et seront considérés comme partie du présent mémorandum d'accord.

Date d'entrée en vigueur

8. Le présent mémorandum d'accord entre en vigueur à compter de la plus tardive des dates des signatures ci-après et restera en vigueur jusqu'à ce qu'il soit révisé d'un commun accord ou qu'il soit dénoncé au 31 décembre de toute année après 1977, sous réserve d'un avis de dénonciation écrit de l'une ou l'autre partie au plus tard le 1^{er} avril de ladite année. Si l'une des parties donne avis de dénonciation à l'autre, cette dernière aura jusqu'au 15 avril de ladite année pour donner pareil avis de dénonciation à l'autre partie.

Washington, D.C., 1977
Ottawa, Canada, 1977

II

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

Ottawa, March 29, 1979

No. FLA-937

Excellency,

I have the honour to refer to your Note No. 229 of August 23, 1978, and the Memorandum of Arrangements on Great Lakes Pilotage annexed thereto, signed by the Minister of Transport of Canada and the Secretary of Transportation of the United States.

The Government of Canada accepts your proposal that the existing arrangements for the regulation of pilotage services on the Great Lakes be replaced by the Memorandum of Arrangements signed on January 17, 1977, by the United States Secretary of Transportation and on January 18, 1977, by the Minister of Transport of Canada.

Accordingly, I have the honour to state that the Government of Canada agrees that your Note, together with the Memorandum of Arrangements annexed thereto, and this reply, which is authentic in English and French, shall constitute an agreement between our two Governments on this matter which shall enter into force on the date of this reply with effect as from January 18, 1977. It is further understood that this Agreement shall supersede the Agreement effected by the Exchange of Notes of July 6, 1970, as amended by the Exchange of Notes of August 11, 1970.

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

Ottawa, le 29 mars 1979

N° FLA-937

Excellence,

J'ai l'honneur de me référer à votre Note n° 229 du 23 août 1978 et au Protocole d'arrangement y annexé concernant le pilotage sur les Grands Lacs, signé par le Ministre des Transports du Canada et par le Secrétaire aux Transports des Etats-Unis.

Le Gouvernement du Canada accepte votre proposition voulant que les dispositions existantes pour la réglementation des services de pilotage sur les Grands Lacs soient remplacées par le Protocole d'arrangement signé le 17 janvier 1977 par le Secrétaire aux Transports des Etats-Unis et le 18 janvier 1977 par le Ministre des Transports du Canada.

Par conséquent, j'ai l'honneur de vous faire savoir que le Gouvernement du Canada accepte que votre Note, ainsi que le Protocole d'arrangement y annexé et la présente réponse, dont les versions anglaise et française font également foi, constituent entre nos deux Gouvernements un accord qui entrera en vigueur à la date de la présente réponse, avec effet à compter du 18 janvier 1977. Il est en outre convenu que le présent Accord remplace celui constitué par l'échange de Notes du 6 juillet 1970 tel que modifié par l'échange de Notes du 11 août 1970.

Accept, Excellency, the renewed assurances of my highest consideration.

[Signed]¹

Secretary of State
for External Affairs

His Excellency Thomas O. Enders
Ambassador of the United States
of America
Ottawa

Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération.

[Signé]¹

Secrétaire d'Etat
aux affaires extérieures

Son Excellence M. Thomas O. Enders
Ambassadeur des Etats-Unis
d'Amérique
Ottawa

¹ Signed by Don Jamieson.

¹ Signé par Don Jamieson.

No. 18634. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO THE REGULATION OF PILOTAGE SERVICES ON THE GREAT LAKES AND ST. LAWRENCE. OTTAWA, 23 AUGUST 1978 AND 29 MARCH 1979¹

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT AMENDING THE MEMORANDUM OF ARRANGEMENTS ANNEXED TO THE ABOVE-MENTIONED AGREEMENT. WASHINGTON, 12 FEBRUARY 1991

Came into force on 12 February 1991, the date of the note in reply, in accordance with the provisions of the said notes.

Authentic texts: English and French.

Registered by Canada on 27 January 1995.

I

DEPARTMENT OF STATE
WASHINGTON

February 12, 1991

Excellency:

I have the honor to refer to the Exchange of Notes between the Government of Canada and the Government of the United States of America which constitutes an agreement concerning the operation of pilotage services on the Great Lakes (with a Memorandum of Arrangements).

I further have the honor of proposing that a consultation provision be inserted in the Memorandum of Arrangements after paragraph 7, as paragraph 7,bis. The text of this proposed provision is appended.

If this provision is agreeable, I propose that this note, together with the consultation provision and your reply, shall

¹ United Nations, *Treaty Series*, vol. 1171, p. 45.

constitute an agreement between our two Governments on this matter that shall enter into force from the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

CHARLES ANGEVINE
For the Secretary of State



His Excellency
Derek H. Burney
Ambassador of Canada

Consultations

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 90 days from the date the other Party receives the request unless otherwise agreed. Each Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed and rational discussions.

II

CANADIAN EMBASSY

AMBASSADE DU CANADA

Washington, February 12, 1991

No. 013

Excellency,

I have the honour to refer to your Note of February 12, 1991 and the appended consultation provision which read as follows:

[See note I]

The Government of Canada accepts your proposal that the consultation provision be inserted in the Memorandum of Arrangements after paragraph 7, as paragraph 7.bis.

Accordingly, I have the honour to state that the Government of Canada agrees that your Note, together with the consultation provision, and this reply, which is authentic in English and French, shall constitute an agreement between our two Governments on this matter and shall enter into force on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.



D. H. BURNET
Ambassador

The Honourable James A. Baker, III
Secretary of State
7th Floor
Department of State
2201 C Street, N.W.
Washington, D.C. 20520

No. 18634. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO THE REGULATION OF PILOTAGE SERVICES ON THE GREAT LAKES AND ST. LAWRENCE. OTTAWA, 23 AUGUST 1978 AND 29 MARCH 1979¹

N° 18634. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE CANADA RELATIF À LA RÉGLEMENTATION DES SERVICES DE PILOTAGE SUR LES GRANDS LACS ET SUR LE SAINT-LAURENT. OTTAWA, 23 AOÛT 1978 ET 29 MARS 1979¹

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ AMENDING THE MEMORANDUM OF ARRANGEMENTS ANNEXED TO THE ABOVE-MENTIONED AGREEMENT. WASHINGTON, 24 OCTOBER 1992 AND 17 JUNE 1993

Came into force on 17 June 1993, the date of the note in reply, in accordance with the provisions of the said notes.

Authentic texts: English and French.

Registered by Canada on 27 February 1996.

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD² MODIFIANT LE MÉMOIRE D'ACCORD ANNEXÉ À L'ACCORD SUSMENTIONNÉ. WASHINGTON, 24 OCTOBRE 1992 ET 17 JUIN 1993

Entré en vigueur le 17 juin 1993, date de la note de réponse, conformément aux dispositions desdites notes.

Textes authentiques : anglais et français.

Enregistré par le Canada le 27 février 1996.

¹ United Nations, *Treaty Series*, vol. 1171, p. 45, and annex A in volume 1853.

¹ Nations Unies, *Recueil des Traités*, vol. 1171, p. 45, et annexe A du volume 1853.

I

Excellency:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of Canada Governing the Operation of Pilotage Services on the Great Lakes, with Memorandum of Arrangements, effected by exchange of notes at Ottawa August 23, 1978, and March 29, 1979, as amended.

I have the honor to propose on behalf of the Government of the United States of America that section 3 (c) of the Memorandum of Arrangements be amended to read as follows:

"c. District 3

(1) Dispatching -- by Western Great Lakes Pilots Association
(2) Pilot Boats -- by Western Great Lakes Pilots Association" and that Section 5, b, (3) of the Memorandum of Arrangements be amended to read as follows:

"(3) District 3

Western Great Lakes Pilots Association will provide all services related to furnishing pilotage in the District. It will reimburse the Authority monthly for its share of collections made during the preceding month. Western Great Lakes Pilots Association may withhold from each payment a fixed percentage, agreed to before April 1 of each year, to cover the costs of providing the services."

If this proposal is acceptable to your Government, I have the further honor to propose that this note

together with your Excellency's note in reply shall constitute an agreement between our two Governments on this matter which shall enter into force on the date of your Embassy's note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

Robert James

His Excellency Derek H. Burney
Ambassador of Canada

II

CANADIAN EMBASSY

AMBASSADE DU CANADA

Washington, D.C., June 17, 1993

No. 109

Excellency,

I have the honour to refer to the undated Note of the then Acting Secretary of State addressed to my predecessor, His Excellency Derek H. Burney, and received by the Embassy on October 24, 1992, which read as follows:

[See note from the United States of America]

I have the further honour to inform you that the above proposals are acceptable to my Government. Accordingly, the Note and this Note in reply, which is equally authentic in English and French, shall constitute an agreement between our two Governments on this matter which shall enter into force on the date of this Note.

Accept, Sir, the renewed assurances of my highest consideration.

JOHN DE CHASTELAIN
Ambassador

The Honourable Warren Christopher
Secretary of State
Department of State
Washington, D.C.