

EXCHANGE OF NOTES (February 27, 1959) BETWEEN CANADA AND THE UNITED STATES OF AMERICA CONCERNING ARRANGEMENTS FOR DREDGING AND DISPOSAL OF SPOIL IN THE ST. CLAIR RIVER AND LAKE ST. CLAIR.

The Secretary of State for External Affairs to the Ambassador of the United States of America to Canada

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. 48

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 Note No. 235 of May 19, 1955 from the Embassy and subsequent exchanges of correspondence in connection with a project involving the dredging and disposal of spoil in the St. Clair River and Lake St. Clair for the purpose of deepening the Great Lakes connecting channels in those areas.

The Canadian Government agrees, subject to the terms and conditions listed in paragraph 3 below, to the construction and dredging of a new cut-off channel for two-way traffic, 700 feet wide and about six miles long, with a depth of 27.1 feet below low water datum plus one foot of over-depth, or a total of 28.1 feet, requiring a right-of-way for the channel and for adjacent spoil disposal areas 5,700 feet in width, almost all in Canada, such as is more completely described in the plan prepared by the United States Army Corps of Engineers and communicated to the Canadian Government under cover of Note No. 235 of May 19, 1955.

The terms and conditions mentioned in paragraph 2 are as follows:

- (a) That the final plans and specifications for the construction of the channel including those for spoil disposal areas, shall be approved by the Canadian Government.
- (b) That dredging and excavations and the deposit of dredged and excavated materials shall not be carried out on Canadian territory until a date to be fixed by the Canadian Government. In this way, the Canadian Government will have such time as it may require to make all necessary arrangements to permit the dredging to be started, such as acquiring the property concerned and removing all structures and equipment located on such property. As soon as these arrangements have been completed, the United States Embassy will be informed of the date on which operations may commence.
- (c) That the United States Government will ensure, in a manner satisfactory to the Canadian Government, that the contractor or contractors for this work will as a matter of contract responsibility be required to (i) perform and complete the work in accordance with the plans and specifications as duly approved by the Canadian authorities; (ii) be responsible for all damages to persons or property that occur as a result of their fault or negligence in connection with the prosecution of the work; (iii) carry adequate insurance commensurate with the responsibility; and (iv) satisfy the requirements of all applicable Canadian law.
- (d) Neither party shall be responsible for physical injury or damage to persons or property in the territory of the other which may be caused by any act authorized or provided for by this Note.