

MEMORANDUM OF AGREEMENT between The St. Lawrence Seaway Authority, hereinafter referred to as "Authority" and the Saint Lawrence Seaway Development Corporation, hereinafter referred to as "Corporation," respecting the Memorandum of Agreement between the parties dated January 29, 1959,⁽¹⁾ as amended, hereinafter referred to as the "Agreement" and the St. Lawrence Seaway Tariff of Tolls.

The Authority and the Corporation, recognizing that their proposal may not fully satisfy the financial requirements of the two entities, have agreed to recommend to their respective governments the following modifications to the Agreement:

1. THAT the Tariff of Tolls for the St. Lawrence Seaway annexed hereto be substituted, effective with the opening of the 1978 navigation season, for the tariff which was referred to in paragraph 1 of the Agreement and was annexed thereto.

2. THAT paragraph 2 of the Agreement, including the subsequent modifications of the division of tolls derived from the operation of that portion of the St. Lawrence Seaway situated between Montreal and Lake Ontario be deleted and the following be substituted therefor:

"2. THAT the division of the tolls derived from the operation of that portion of that portion of the St. Lawrence Seaway situated between Montreal and Lake Ontario shall, from the effective date of the new tariff referred to above, be 71 percent, in Canadian dollars, to the Authority and 29 percent, in United States dollars, to the Corporation. Provided, however, that these percentages may be adjusted from time to time."

3. THAT paragraph 4 of the Agreement be deleted and the following be substituted therefor:

"4. THAT the Authority and the Corporation may, subject to confirmation in accordance with applicable law, amend the tariff to give effect to the division of tolls herein and, without affecting the substance or tenor of the tariff, add to or delete from the lists of goods defined as 'bulk cargo', 'feed grains', and 'food grains' in the tariff, and to make such other changes in the tariff as will be compatible with its general terms."

4. THAT paragraph 5 of the Agreement be modified by adding at the end thereof the following sentence:

"Provided, however, that the arrangement contemplated herein will not preclude the Corporation from billing and collecting its share of the total revenue when it so desires."

⁽¹⁾Treaty Series No. 1959/5