

No. 7577

---

**UNITED STATES OF AMERICA  
and  
CANADA**

**Exchange of notes constituting an agreement relating to  
winter maintenance of Haines Road. Ottawa, 6 March  
1964**

*Official text: English.*

*Registered by the United States of America on 5 February 1965.*

---

**ÉTATS-UNIS D'AMÉRIQUE  
et  
CANADA**

**Échange de notes constituant un accord relatif à l'entre-  
tien durant l'hiver de secteurs de la route de Haines.  
Ottawa, 6 mars 1964**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 5 février 1965.*

No. 7577. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO WINTER MAINTENANCE OF HAINES ROAD. OTTAWA, 6 MARCH 1964

---

I

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

EMBASSY OF THE UNITED STATES OF AMERICA

No. 269

Ottawa, March 6, 1964

Sir,

I have the honor to refer to the Exchange of Notes between the Secretary of State for External Affairs and the Ambassador of the United States dated January 16 and 17, 1957,<sup>2</sup> which constitutes an agreement for the winter maintenance of the Haines-Fairbanks Pipeline and for the associated winter use and maintenance of portions of the Haines Road, as most recently extended and modified by the agreement contained in the Embassy's Note No. 141 of December 22, 1961, and the Department's reply of January 26, 1962.<sup>3</sup>

With the expiration on July 1, 1963 of the most recent agreement, it has become necessary to reach a new agreement. This should take into account the establishment in 1962 of a new pumping station<sup>4</sup> and the recent developments, which were the subject of the Department's Note of October 24 and the Embassy's reply of October 30, 1963,<sup>5</sup> concerning new arrangements for the clearance of the central portion of the road on an experimental basis during the 1963-64 winter season. Accordingly, I have the honor to propose that our Governments agree as follows :

- (a) The portion of the road between Haines Junction, Yukon Territory, and Mile 94 (Blanchard River Pumping Station) will be regularly cleared by an agency of the Canadian Government. All costs of this continuous winter maintenance will be reimbursed to the Canadian Government by the United States Army, Alaska;

---

<sup>1</sup> Came into force on 6 March 1964 by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 266, p. 109; Vol. 358, p. 316, and Vol. 445, p. 348.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 445, p. 348.

<sup>4</sup> United Nations, *Treaty Series*, Vol. 445, p. 265.

<sup>5</sup> Not printed by the Department of State of the United States of America.

- (b) The portion of the road between Mile 48 and the Alaska border (Mile 42) shall continue to be cleared by an agency of the United States Government or by the State of Alaska;
- (c) The appropriate agencies of the two Governments may make direct arrangements for the detailed implementation of the foregoing provisions.

If this proposal is acceptable to the Canadian Government, I have the honor to propose that this Note and your reply shall constitute an agreement on this subject, effective on the date of your reply and to continue in effect through the 1963-64 winter snow-clearance season, after which time the parties may decide to consider other arrangements for the winter maintenance of the Haines Road.

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

W. W. BUTTERWORTH

The Honorable Paul Martin, P.C., Q.C.  
Secretary of State for External Affairs  
Ottawa

## II

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

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 30

Ottawa, March 6, 1964

Excellency :

I have the honour to acknowledge the receipt of your Note No. 269 of March 6, 1964, proposing certain conditions for an agreement between our two Governments for the winter maintenance of the Haines Road.

The conditions outlined in your Note No. 269 are acceptable to the Government of Canada and it is agreed that your Note and this reply shall constitute an agreement on this subject, effective on the date of this reply and to continue in effect through the 1963-64 winter snow clearance season, after which time the parties may decide to consider other arrangements for the winter maintenance of the Haines Road.

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

Paul MARTIN

His Excellency W. Walton Butterworth  
United States Ambassador  
Ottawa

---