

No. 11505

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**UNITED STATES OF AMERICA  
and  
CANADA**

**Exchange of notes constituting an agreement concerning new financial arrangements to govern the operation and maintenance of the Pinetree radar stations in Canada that comprise the continental radar defense system (with annex). Ottawa, 16 August 1971**

*Authentic texts: English and French.*

*Registered by the United States of America on 5 January 1972.*

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

**Échange de notes constituant un accord concernant de nouveaux arrangements financiers applicables au fonctionnement et à l'entretien des stations de radar Pinetree situées au Canada qui font partie du réseau continental de défense radar (avec annexe). Ottawa, 16 août 1971**

*Textes authentiques: anglais et français.*

*Enregistré par les États-Unis d'Amérique le 5 janvier 1972.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND  
CANADA CONCERNING NEW FINANCIAL ARRANGE-  
MENTS TO GOVERN THE OPERATION AND MAIN-  
TENANCE OF THE PINETREE RADAR STATIONS IN  
CANADA THAT COMPRISE THE CONTINENTAL RADAR  
DEFENSE SYSTEM

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## I

*The American Chargé d'Affaires ad interim to the Canadian Secretary of State  
for External Affairs*

No. 133

Ottawa, August 16, 1971

Sir:

I have the honor to refer to agreements between the Governments of the United States and of Canada effected by exchanges of notes dated August 1, 1951;<sup>2</sup> June 15, 1955,<sup>3</sup> June 12, 1961,<sup>4</sup> June 25, 1970;<sup>5</sup> and June 30, 1971,<sup>6</sup> regarding the cost and operation of the continental radar defense system, and to recent discussions which have taken place between representatives of the Government of Canada and of the Government of the United States concerning new financial arrangements to govern the operation and maintenance of the Pinetree radar stations in Canada that comprise this system.

At the present time there are twenty-one Pinetree radar stations in operation. Eight of these stations have been manned and financed by the Government of Canada since their establishment pursuant to the agreement effected by the exchange of notes of August 1, 1951. Under the terms of the agreement effected by the exchange of notes of June 12, 1961, the Government of Canada has also manned and financed twelve stations that were formerly the responsibility of the Government of the United States, and, in accordance with the exchange of notes of June 25, 1970, agreed to continue to man and finance them through July 31, 1971. Prior to July 1, 1971, the

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<sup>1</sup> Came into force on 16 August 1971 by the exchange of the said notes, with retroactive effect from 1 August 1971, in accordance with their provisions.

<sup>2</sup> United Nations, *Treaty Series*, vol. 233, p. 109.

<sup>3</sup> *Ibid.*, vol. 268, p. 101.

<sup>4</sup> *Ibid.*, vol. 410, p. 21.

<sup>5</sup> *Ibid.*, vol. 753, p. 289.

<sup>6</sup> *Ibid.*, vol. 797, p. 303.

remaining Pinetree station, located at Melville, Labrador, was manned and financed by the Government of the United States. Pursuant to an agreement between our two Governments effected by an exchange of notes dated June 30, 1971, the Government of Canada, on July 1, 1971, assumed responsibility for the manning of the Melville station and the military personnel costs associated therewith, and the Government of the United States retained responsibility for the operation and maintenance costs of the station.

I now propose, on behalf of the Government of the United States, that the Government of Canada agree to continue to be responsible for the manning and the military personnel costs associated therewith of the twenty-one Pinetree radar stations set out in the enclosed Annex to this note. In consideration of the above undertaking by the Government of Canada, the Government of the United States, effective August 1, 1971, and in accordance with the terms and conditions set forth in the Annex hereto, will reimburse the Government of Canada for the other operation and maintenance costs of the twenty-one Pinetree radar stations.

If the foregoing is acceptable to your Government, I have the honor to further propose that this note, and the terms and conditions set forth in the Annex, and your reply to that effect shall constitute an agreement regarding this matter between our two Governments effective from August 1, 1971, and that this agreement shall supersede the agreements effected by the exchanges of notes dated June 12, 1961,<sup>1</sup> and June 25, 1970,<sup>2</sup> and to the extent inconsistent therewith, the provisions of the agreements effected by the exchanges of notes dated August 1, 1951,<sup>3</sup> and June 15, 1955.<sup>4</sup>

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

[Signed]

RUFUS Z. SMITH  
Chargé d'Affaires ad interim

The Honorable Mitchell Sharp, P.C., M.P.  
Secretary of State for External Affairs  
Ottawa

#### ANNEX

Conditions governing the manning, operation, maintenance and payment of costs associated with Pinetree radar stations in Canada:

<sup>1</sup> See p. 335 of this volume.

<sup>2</sup> See p. 354 of this volume.

<sup>3</sup> See p. 332 of this volume.

<sup>4</sup> See p. 334 of this volume.

### 1. Sites of Radar Stations

This agreement applies to the Pinetree radar stations at the following sites in Canada:

<i>Site</i>	<i>Location</i>
C-1	CFS Mont Apica, Quebec
C-2	CFS Lac St. Denis, Quebec
C-3	CFS Foymount, Ontario
C-5	CFS St. Margarets, New Brunswick
C-8	CFS Senneterre, Quebec
C-9	CFS Falconbridge, Ontario
C-10	CFS Ramore, Ontario
C-15	CFS Armstrong, Ontario
C-16	CFS Sioux Lookout, Ontario
C-17	CFS Beausejour, Manitoba
C-18	CFS Holberg, British Columbia
C-20	CFS Baldy Hughes, British Columbia
C-21	CFS Beaverlodge, Alberta
C-33	CFS Moisie, Quebec
C-34	CFS Sydney, Nova Scotia
C-36	CFB Cold Lake, Alberta
C-102	CFS Barrington, Nova Scotia
C-119	CFS Lowther, Ontario
C-153	CFS Kamloops, British Columbia
C-25	Gander, Newfoundland
C-24	Melville, Labrador

### 2. Manning of radar stations

(a) The Government of Canada shall be responsible for the manning of the Pinetree radar stations.

(b) Increases in the civilian manning level existing at the date of this agreement shall be subject to the prior concurrence of both the United States Air Force and the Canadian Forces.

### 3. Financing of radar stations

Subject to the availability of appropriated funds:

(a) The Government of Canada shall be responsible for all military personnel costs, including messing and housing costs, incurred in the operation and maintenance of the Pinetree radar stations.

(b) The Government of the United States, commencing on August 1, 1971, will reimburse the Government of Canada for the other costs of operating and maintaining the Pinetree radar stations. These costs include civilian personnel costs, and on-base communications costs.

(c) The obligation of the Government of the United States under paragraph 3 (b) above will not include costs associated with leased communications lines or equipment. The sharing of such costs will continue to be determined under the terms of existing or future agreements specifically applicable to such communications facilities.

(d) The cost-sharing arrangements set forth in this agreement shall not apply to the financing of any capital improvements, such as new construction or installation of new equipment. The financing of such improvements, as well as any additional costs of operation and maintenance arising as a result of such improvements, shall be as agreed between the two Governments.

#### 4. Liaison and supplementary arrangements

The United States Air Force or its designated agent will consult with the appropriate agencies of the Canadian Forces regarding the implementation of this agreement. Supplementary arrangements or administrative agreements between these agencies of the two Governments will be made from time to time for the purpose of carrying out the intent of this agreement. These arrangements or agreements will include procedures for the compilation, verification, and settlement of accounts.

#### 5. Re-negotiation

Re-negotiation of this agreement may be requested by either Government in the event that the relative costs to either Government are significantly altered in the future.

## II

### DEPARTMENT OF EXTERNAL AFFAIRS CANADA

Ottawa, August 16, 1971

No. DFR-1483

Sir,

I have the honour to refer to your Note No. 133 and Annex dated August 16, 1971, referring to agreements between the Governments of Canada and of the United States of America effected by exchanges of notes dated August 1, 1951; June 15, 1955; June 12, 1961; June 25, 1970; and June 30, 1971, regarding the cost and operation of the continental radar defence system and to the recent discussions which have taken place between the representatives of the Government of Canada and of the Government of the United States concerning new financial arrangements to govern the operation and maintenance of the Pinetree radar stations in Canada that comprise this system.

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The proposals contained in your Note and Annex are acceptable to the Government of Canada and it is agreed that your Note and this reply, which is authentic in English and in French, shall constitute an agreement between our two Governments on these matters effective from August 1, 1971, and that this agreement shall supersede the agreements effected by the exchanges of notes dated June 12, 1961, and June 25, 1970, and to the extent inconsistent therewith, the provisions of the agreements effected by the exchanges of notes dated August 1, 1951, and June 15, 1955.

Accept, Sir, the assurance of my high consideration.

MITCHELL SHARP  
Secretary of State for External Affairs

The Honourable Rufus Z. Smith  
Chargé d'Affaires a.i. of the United States of America  
Ottawa

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