

# Appendix 5

- **Forms**
  - **Media Contact Report**
  - **Municipality Access and Work Agreement**
  - **Right of Way Vegetation Control Application**
    - **(Chemical Spray Exemption)**
  - **Provincial Highway Access and Work Agreement for Grasshopper Control Program**

# Media Contact Report

(Please type)

Branch/Region

Type of Media

Print

Radio

TV

Person Interviewed:

Name of media:

Date:

Time:

Name of Reporter

Subject:

## Distribution:

E-mail to: Tammy Forbes, Communications Director  
Martin Dupuis, Communications Assistant Director  
Bruno Zutautas, Assistant Deputy Minister  
Gary Boddez, Deputy Minister  
Marilyn Brodhead, Executive Assistant to the Deputy Minister

AGREEMENT No. \_\_\_\_\_

**MUNICIPALITY ACCESS AND WORK AGREEMENT**

Alberta Transportation

**MUNICIPALITY:**

**CONTACT PERSON:**

**ADDRESS:**

☎: ( )

Fax: ( )

**AT CONTACT PERSON:**

**LOCATION:**

☎: ( )

Fax: ( )

The Minister approves the Municipality's use and access of the highway right-of-way to undertake the following maintenance activities:

Type of Work:

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Location of Work (Highway and From and To)

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subject to conditions and provisions of this agreement.

**DURATION OF AGREEMENT:**

From: \_\_\_\_\_ To: \_\_\_\_\_

**CONDITIONS AND SPECIAL PROVISIONS**

1. The Municipality shall hold harmless the Minister from any and all third party claims, demands, actions or costs of actions that may arise, directly or indirectly, out of any act or omission of the Municipality, its employees, agents or subcontractors in carrying out the work.
2. Such hold harmless shall survive of this Agreement.
3. The Municipality shall provide and maintain comprehensive general liability insurance in an amount not less than \$5,000,000 inclusive per occurrence. The Minister is to be added as an additional insured under this policy for any and all claims arising out of the Municipality's operations. The policy shall be endorsed to state it is primary and will not require the pro rata sharing of any loss by any insurer of the Minister. Evidence of such insurance, in a form acceptable to the Minister, shall be provided to the Minister prior to the commencement of any work.

4. The Municipality shall provide and maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Municipality in an amount not less than \$5,000,000.
5. The Municipality is responsible for all amounts due to Workers' Compensation in accordance with the Workers Compensation Act.
6. If for any reason the Municipality fails to carry out the work described above to the satisfaction of Alberta Transportation, or comply with the conditions and special provisions of this Agreement, the Agreement may be terminated by the Minister or his representative upon providing written notice to the Municipality.
7. Alberta Transportation acknowledges that the Municipality does not and is not required to carry out inspections of provincial Highways for the locations listed above.

8. **Designation of Prime Contractor**

The Municipality shall familiarize itself, its staff and its subcontractors with the terms of the Occupational Health and Safety Act and Regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Municipality acknowledges that it is and assumes all of the responsibilities and duties of the Prime Contractor, as defined by the Occupational Health and Safety Act, and that it shall, as a condition of this Access and Work Agreement, comply with the Occupational Health and Safety Act and the regulations thereunder.

As a further condition of this Access and Work Agreement, the Municipality shall coordinate its activities within the right-of-way with those of other parties contracting with the Minister. Such parties and the Municipality shall jointly develop a health and safety system or process for the affected worksites. The health and safety system or process agreed to by the parties must be in writing. Any changes required to the health and safety system must be agreed to by all affected parties and must also be in writing and must be provided to the Minister.

I/We understand and Agree to the Terms & Conditions, which form part of this agreement.

Municipality: \_\_\_\_\_

Name(printed): \_\_\_\_\_

Date: \_\_\_\_\_

This Access and Work Agreement is hereby accepted and approved on behalf  
of Alberta Transportation

Approval Authority: \_\_\_\_\_ Name (printed): \_\_\_\_\_

Date: \_\_\_\_\_

**RIGHT OF WAY VEGETATION CONTROL APPLICATION  
(Chemical Spray Exemption)**

NAME (please print): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER(S): \_\_\_\_\_  
(hereinafter the Applicant)

Definitions

“Restricted Weeds” means those weeds classified as such by Alberta Regulation 171/2001, as amended, and made pursuant to the *Weed Control Act, R.S.A. 1980, c. W-6*, as amended.

“Noxious Weeds” means those weeds classified as such by Alberta Regulation 171/2001, as amended, and made pursuant to the *Weed Control Act, R.S.A. 1980, c. W-6*, as amended.

**Terms of Application**

1. The Applicant hereby requests that Alberta Transportation refrain from using herbicides to control brush, restricted weeds and noxious weeds within the rights of way under its control and described as Designated Non-Treatment Areas in the attached list.
2. The Applicant warrants that he is the owner or has an interest by reason of being an occupant in the lands described as Designated Non-Treatment Areas in the attached list. The Applicant warrants that he has the full power and authority necessary to make this Application and comply with its terms.
3. The Applicant agrees to destroy all restricted weeds and control all noxious weeds and brush in the Designated Non-Treatment Areas to the standard required by Alberta Transportation.
4. Should the Applicant fail to destroy restricted weeds, and control noxious weeds and brush to the standard acceptable to Alberta Transportation, Alberta Transportation may at any time and by any means including the use of herbicides, undertake such activities as are necessary to achieve proper control of restricted weeds, noxious weeds and brush.
5. The Applicant agrees to indemnify and save harmless Alberta Transportation, its employees, agents, and contractors from any and all claims, demands, actions, or costs of any claims, demands, or actions whatsoever, that may arise directly or indirectly out of the granting of this application by Alberta Transportation. Further, the Applicant also releases Alberta Transportation, its employees, agents or contractors from any claims, demands, or actions that may arise directly or indirectly out of any unintended spraying of the Designated Non-Treatment Areas by Alberta Transportation, its employees, agents, or contractors.

6. This application expires on September 30 of the year of application. Unless this application is renewed by the Applicant, with the approval of Alberta Transportation, Alberta Transportation shall resume control of restricted weeds, noxious weeds, and brush in the Designated Non-Treatment Areas in accord with its standard practices.
7. Subject to the Applicant complying with the terms of this application, Alberta Transportation agrees to refrain from the use of herbicides within the Designated Non-Treatment Areas.

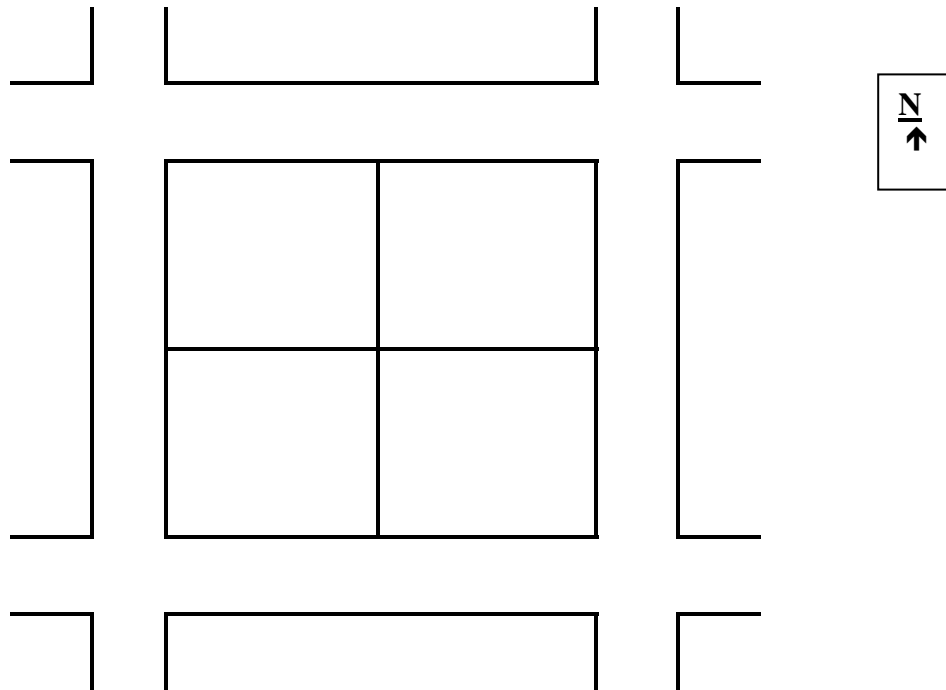
Application Date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Applicant: \_\_\_\_\_.

Designated Non-Treatment Areas

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(Please specify the designated non-treatment areas on the diagram below.)



Use additional pages for more Designated Non-Treatment Areas

Approved on behalf of Alberta Transportation: \_\_\_\_\_

Date: \_\_\_\_\_.

cc: Maintenance Contract Inspector

**PROVINCIAL HIGHWAY ACCESS AND WORK AGREEMENT FOR  
GRASSHOPPER CONTROL PROGRAM**

**ADJACENT LANDOWNER:**

**ADDRESS:**

Phone: (    )

Fax: (    )

**WHO IS DOING THE WORK:** LANDOWNER  TENANT  CONTRACTOR

**SPRAYER NAME:**

**ADDRESS:**

Phone: (    )

Fax: (    )

The Minister approves the Landowner/Tenant's use and access of the highway right-of-way to undertake spraying for grasshopper control:

Location of Work (Highway and From and To)

\_\_\_\_\_

\_\_\_\_\_

Type of chemical treatment used on the highway right of way:

Brand of chemical: \_\_\_\_\_

Quantity used: \_\_\_\_\_

Type of chemical used: \_\_\_\_\_

**DURATION OF AGREEMENT:**

From: \_\_\_\_\_ To: \_\_\_\_\_

**CONDITIONS AND SPECIAL PROVISIONS**

1. The Landowner/Tenant/Sprayer shall hold harmless the Minister from any and all third party claims, demands, or actions that may arise, directly or indirectly, out of any act or omission of the Landowner/Tenant/Sprayer, its employees, agents or subcontractors.
2. Such hold harmless shall survive of this Agreement.
3. If for any reason the Sprayer fails to provide services satisfactorily to Alberta Transportation, or comply with the conditions and special provisions of this Agreement, the Minister or his representative upon providing written notice to the Sprayer may terminate the Agreement.

**I/We understand and Agree to the Terms & Conditions, which form part of this agreement.**

**Adjacent Landowner:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Name(printed):** \_\_\_\_\_

**I/We understand and Agree to the Terms & Conditions, which form part of this agreement.**

**Sprayer:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Name(printed):** \_\_\_\_\_

**This Access and Work Agreement is hereby accepted and approved on behalf  
of Alberta Transportation**

**Approval Authority:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Name(printed):** \_\_\_\_\_