



BLASTING PERMIT APPLICATION

Planning and Development Department
Permits and Inspections Division
1 Centennial Square, Victoria, BC V8W 1P6
250.361.0344
permits@victoria.ca
www.victoria.ca

I hereby apply under the provisions of the Victoria City Bylaws to undertake blasting within the City of Victoria:

Address: _____ Date: _____

Property Owner / Contractor: _____ Phone: _____

Address: _____ Current Use: _____

Type of Blasting: Foundation Services Driveway Off-site Other: _____

Declared Scope of Work:

(include range of date, time and duration the blasting will occur, estimated volume of blasted materials, confirm if the blasted materials will end up on site or off site)

Is the blasting occurring: above grade or below grade

I acknowledge there are no utility within any easement or right of way which could be affected by the proposed blast.

Documentation Required:

- 2 copies of site plan showing specific area of blast, including distance to all property lines, blasting radius and survey of buildings within the vicinity.
- Noise Bylaw (comply and acknowledge)
- City has copy of insurance (\$5 million) or provide if not on file.
- 48 hour notification to neighbour within 100 m (map provided by City)
(list of addresses who received notification and sample of notification attached meeting S.11(2) of the Blasting Bylaw)
- Should there be an active building permit blasting contractor to confirm with project arborist regarding protection of trees.
- If there is not an active building permit provide Park's Department pre-approval for tree protection.
- If blasting occurs in close proximity to public property damage deposits may be required.

Blasting Company: _____ Address: _____

Phone: _____ Business License No.: _____

Blaster Name: _____ Site Contact Phone Number: _____

Email: _____

I declare that the above information is correct. I understand the Building Inspector may request additional information or place conditions as part of the permit. I have read and understand the **Waiver, Release and Indemnification Agreement** on the reverse side of this Permit Application Form, and by signing this Permit Application Form, I agree to all of the terms contained in the **Waiver, Release and Indemnification Agreement.**"

Only licensed blasters can apply for blasting permit.

Date: _____

Applicant's Signature: _____

OFFICE USE ONLY "MyCity": _____ Base BP No. _____ Authorization Form: Amount Paid: \$ _____

Building: Valid Insurance: Fire Department Clearance: Blasting BP No.: _____

This application is not a permit and does not authorize the commencement of this work

TURN OVER

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

BY SUBMITTING THIS PERMIT APPLICATION, YOU, OR THE PARTY ON WHOSE BEHALF YOU ACT, ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND ASSUMING CERTAIN OBLIGATIONS, SUCH AS THE OBLIGATION TO INDEMNIFY THE CITY OF VICTORIA

PLEASE READ THE FOLLOWING PROVISIONS CAREFULLY

In consideration and as a condition of the City of Victoria (the "City") granting the permit applied for, each of the Owner, the Owner's Authorized Agent (for himself and on behalf of and with instructions from the Owner and any other party on behalf of whom the Authorized Agent acts) and the Applicant (if not Owner or the Owner's Authorized Agent), jointly and severally agree as follows:

1. **Waiver** – I/we hereby waive any and all claims whatsoever that I/we may have, or may have in the future, against the City, its directors, officers, elected officials and employees (collectively, the "Releasees") as a result of the issuance of this permit or any work undertaken pursuant to this permit or for any inspection or other action undertaken as a result of this permit, due to any cause whatsoever, including but not limited to negligence or breach of any statutory or other duty of care.
2. **Release** – I/we hereby remise, release and forever discharge the Releasees from any and all claims, actions, demands, obligations, liabilities, costs and expenses whatsoever, whether direct or indirect, including without limitation with respect to any damage to person or property, that I/we may suffer or incur, due to any cause whatsoever including negligence or breach of any statutory or other duty of care, as a result of the issuance of this permit or any inspection or action undertaken by the City as a result of this permit..
3. **Indemnity** – I/we hereby agree to indemnify and hold harmless the Releasees from and against any and all claims, actions, demands, obligations, liabilities, costs or expenses whatsoever and howsoever arising, including arising out of or with respect to any damage to any person or property incurred by myself, the party for whom I act as agent, or any other party, which may in any way arise or accrue against the Releasees as a result of or incidental to the issuance of this permit.
4. **No Representations, Warranties or Guarantees** –The City has not made any representations, warranties or guarantees with respect to any matter relating to this permit or any work to be undertaken pursuant to this permit, including without limitation compliance with City bylaws or any other provincial or federal act or regulation in force in the City. I/we hereby agree that I/we will be solely responsible for ensuring that all work carried out pursuant to this permit is in compliance with all applicable City bylaws and any other provincial or federal act or regulation in force in the City. I/we further agree that I/we do not rely on the City to notify me/us of any defects in this permit application or supporting documentation and that any inspection or other actions undertaken by the City are not intended to ensure and will not ensure that any work complies with the applicable City bylaws or any other provincial or federal act or regulation in force in the City.

I agree to conform to all applicable requirements of City of Victoria bylaws and all other applicable provincial or federal statutes in force in the City of Victoria.

BY SUBMITTING AND SIGNING THIS PERMIT APPLICATION, I EXPRESSLY ACKNOWLEDGE AND AGREE THAT I, AS OWNER OR AS AGENT ON BEHALF OF THE OWNER, HAVE READ, FULLY UNDERSTAND AND AGREE TO BE BOUND BY THE WAIVER, RELEASE AND INDEMNITY PROVISIONS.

Initials

Furthermore, I being the owner or duly authorized agent for the above property, hereby consent to this application.

Owner/ Agent: _____ Address: _____
(Please Print)

Signature: _____ Postal: _____ City: _____

Phone: _____ Fax: _____ Email: _____

The owner/applicant is responsible for ensuring compliance with the BC Heritage Conservation Act, including steps to determine whether or not a site is an archaeological site. It is against the law to alter an archaeological site without first obtaining a permit to do so from the Archaeology Branch, Ministry of Tourism, Sport and the Arts.