

**CITY OF DELTA
BRITISH COLUMBIA**



Tsawwassen Business Improvement Area Bylaw No. 8555, 2026

A Bylaw to establish the Tsawwassen Business Improvement Area

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A Bylaw to establish the Tsawwassen Business Improvement Area

WHEREAS the Council may grant money to an applicant under Section 215 (2) of the *Community Charter* for the purpose of the planning and implementation of a business promotion scheme:

AND WHEREAS the Council has received from the Applicant an application for a grant of money under Section 215 (2) of the *Community Charter*;

AND WHEREAS Bylaw No. 8002, 2021, renewing the Tsawwassen Business Improvement Area lapses June 30, 2026, and Council wishes to continue the business promotion activities as proposed by the Applicant;

AND WHEREAS before a Council grants money for a business promotion scheme, the Council must pass a bylaw as required by Sections 211 and 215 of the *Community Charter*,

NOW THEREFORE the Council of the City of Delta in open meeting assembled, enacts as follows:

PART 1: CITATION

1.1 This bylaw may be cited for all purposes as “**Tsawwassen Business Improvement Area Bylaw No. 8555, 2026.**”

PART 2: INTERPRETATION

2.1 In this Bylaw, unless the context otherwise requires, each of the following words has the meaning set out below:

- (1) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
- (2) headings given to sections are for convenience of reference only and do not form part of this Bylaw;

- (3) unless expressly stated otherwise, a reference to a “section” is a reference to a section in this Bylaw and a reference to a “Part” is a reference to a Part in this Bylaw;
- (4) unless expressly stated otherwise, a reference to an enactment is a reference to an enactment of British Columbia and regulations promulgated thereto, as amended, revised, consolidated or replaced from time to time, and a reference to a bylaw is a reference to a City bylaw, as amended, revised, consolidated or replaced from time to time; and
- (5) except as otherwise provided for in the applicable *Act (Act)*, the *Community Charter (Charter)* or this Bylaw, reference to a resolution or vote of Council is a reference to a resolution or vote passed by an affirmative vote of a majority of Council Members present and entitled to vote on the matter.

Definitions

2.2 In this Bylaw, unless the context otherwise requires, each of the following words has the meaning set out below:

“**Applicant**” means Tsawwassen Business Improvement Society;

“**Business Promotions Scheme**” means

- (a) to encourage and promote commercial business and entertainment activities in the Tsawwassen Business Improvement Area to further its economic and commercial welfare;
- (b) to conduct studies of, and advance projects, plans or improvements designed to benefit the Tsawwassen Business Improvement Area and further the goals of the Applicant; and
- (c) to improve and beautify streets, sidewalks or municipally owned land, buildings or other structures in the Tsawwassen Business Improvement Area.

“**City**” means City of Delta;

“**Council**” means the Council of the City of Delta;

“**Term**” has the meaning set out in Part 4 of this Bylaw; and

“**Tsawwassen Business Improvement Area**” means the area of the City designated by Section 3.1 of this Bylaw.

- 2.3 Words that are not defined in this Bylaw have the meanings ascribed to them in the *Act* or the *Charter*, as applicable.

Severability

- 2.4 If any portion of this Bylaw is found by a court of competent jurisdiction to be invalid, the invalid portion is to be severed, and the remainder is to remain valid and enforceable.

Paramountcy

- 2.5 To the extent of any inconsistency between the provisions of this Bylaw and the provisions of the *Act* or the *Charter*, the provisions of the *Act* and the *Charter* prevail.

PART 3: TERMS AND CONDITIONS

Designation of Area

- 3.1 Those tracts of land classified for taxation purposes as Class 5, Light Industry and Class 6, Business and Other within the areas shown in heavy outline on Schedule "A" attached hereto and forming part of this Bylaw are hereby designated a business improvement area known as the "Tsawwassen Business Improvement Area" for the Term.

Grant

- 3.2 Subject to the conditions set out in this Bylaw, the Council hereby approves a grant to the Applicant of an amount not exceeding \$159,481 in Year 1. The grant amount for Years 2 to 5 should be as follows:

- (1) Year 2 2027 \$164,265
- (2) Year 3 2028 \$169,163
- (3) Year 4 2029 \$174,269
- (4) Year 5 2030 \$179,497

The grant amounts are subject to any adjustment of such annual amount requested by the Applicant in its discretion, provided that in no event shall the total grant paid to the Applicant pursuant to this Bylaw during the Term exceed \$846,705.

Unused monies granted in 2026 to 2029 inclusive may be retained by the Applicant for the purposes of carrying out the Business Promotion Scheme during the Term. At the end of the Term, any unused grant monies shall be repaid to the City and shall be recoverable by the City as a debt.

Upon submission of all required documents in this Bylaw, the grant funds for that year may be paid to the Applicant.

Recovery

- 3.3 All of the money granted to the Applicant in any year pursuant to this Bylaw shall be recovered in that year from the owners of land or improvements or both within the Tsawwassen Business Improvement Area.

For the purpose of recovering the monies granted to the Applicant under this Bylaw, an annual tax shall be imposed on land and improvements or both that fall within Class 5, Light Industry or Class 6, Business and Other of the *Assessment Act – Prescribed Classes of Property Regulation* within the Tsawwassen Business Improvement Area and such tax shall be based on the assessed value of the land, improvements or both.

Conditions and Limitations

- 3.4 (1) The money granted to the Applicant under Section 3.2 of this Bylaw must be expended only:
- (a) by the Applicant
 - (b) in accordance with the conditions and limitations set out in this Bylaw; and
 - (c) for the planning and implementation of the Business Promotion Scheme.
- (2) The Applicant shall submit annually to the City, on or before April 1 in each year, annual financial statements prepared in accordance with Canadian accounting standards for not-for-profit organizations. The financial statements may be based on the Applicant's fiscal year end and must include a Statement of Financial Position, a Statement of Revenues and Expenditures and a Review Engagement Report, along with the tax return filed with the Canada Revenue Agency.
- (a) The Applicant shall submit a budget that was approved at its Annual General Meeting by the first day of April in each year during the Term.
 - (b) The Applicant shall not incur any indebtedness or other obligations beyond its approved budget in any year, unless prior written approval is given by the City.
 - (c) The Society shall not alter or approve amendments to its constitution or bylaws without providing Delta's Director of Corporate Services with two (2) months' notice in writing of its intentions to make such alteration or amendment, and where any alteration or amendment is made without such notice the City may withhold any payments of the grant referred to in this Bylaw.

- (d) The Applicant must at all times comply with the provisions of the *Societies Act* and other applicable laws.

Insurance

- 3.5 The Applicant shall obtain and maintain in force at all times during the Term a policy or policies of insurance in accordance with the directives and specifications set out in Schedule B attached hereto.

PART 4: GENERAL

- 4.1 This Bylaw must not be amended, repealed or substituted unless Council passes a motion by bylaw and notice is given when required by the *Act* or the *Charter*.

This Bylaw is to come into force and take effect from July 1, 2026 to June 30, 2031.

PART 5: SCHEDULES

- 5.1 The following Schedules are attached to and form part of this Bylaw:
 - (1) Schedule “A” Tsawwassen Business Improvement Area; and
 - (2) Schedule “B” Insurance Specifications.

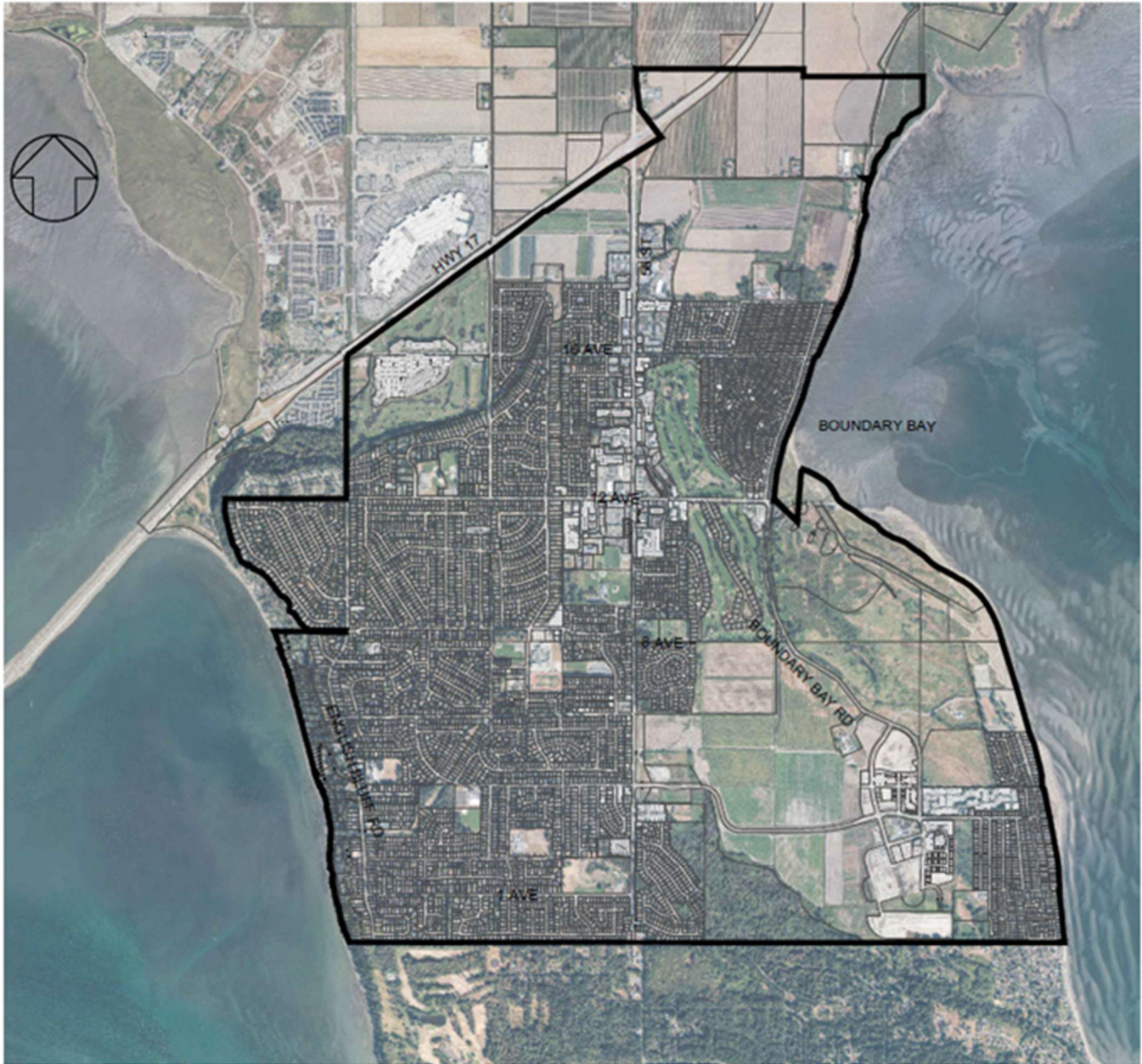
Bylaw No. 8555, 2026

READ A FIRST time the	day of	,	.
READ A SECOND time the	day of	,	.
READ A THIRD time the	day of	,	.
NOTICE OF INTENTION ADVERTISED	day of	,	.
FINALLY CONSIDERED AND ADOPTED the	day of	,	.

George V. Harvie
Mayor

Michelle Jansson, CMC
City Clerk

**Schedule "A" Tsawwassen Business Improvement Area
Bylaw No. 8555, 2026**



**Schedule "B" Insurance Specifications
Bylaw No. 8555, 2026**

INSURANCE SPECIFICATIONS

1. Throughout the term, The Applicant shall obtain, maintain and pay for the following insurance:
 - (a) Commercial General Liability Insurance in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence, to cover all Services. Such insurance shall contain the following coverage terms and endorsements:
 - i. Contractual Liability
 - ii. Non-owned Automobiles;
 - iii. Products and Completed Operations;
 - iv. Broad Form Property Damage;
 - v. Cross Liability;
 - vi. Employees as Additional Insureds;
 - vii. Contingent Employers' Liability; and
 - viii. Personal Injury;
 - ix. Deductible not greater than TEN THOUSAND DOLLARS (\$10,000):
 - (b) Automobile Liability Insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence for all vehicles owned, leased, rented to or used by the Applicant in conjunction with the Services.
 - (c) Professional Liability Insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per claim to cover errors and omissions of the Applicant which result from the performance of Services.
 - (d) Workers' compensation coverage in respect of all the Applicants' employees, workers and servants engaged in any work in conjunction with the Services to be performed by the Applicant. In the event workers' compensation coverage is not available under the applicable legislation, Employer's Liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence shall be provided in lieu thereof.
 - (e) The insurance specified in Section (a) shall name the City of Delta, its elected or appointed officers, officials, employees and volunteers as additional insureds.

- (f) The insurance specified in Sections (a) and (d) shall include a waiver of subrogation in favor of the City of Delta, its elected or appointed officers, officials, employees and, volunteers.
- (g) Evidence of the insurance, in the form of a certificate of insurance, shall be provided to the City of Delta before the first day of April in each year during the Term. The Applicant must provide this proof prior to receiving any annual grant amount under Section 3.2 of this Bylaw.
- (h) Deductibles, which are applicable to the insurance shall be borne by the Applicant.
- (i) All insurance policies shall be in a form and with insurers acceptable to the City of Delta. All insurance policies shall include Canada as a covered territorial limit and jurisdiction with claims actionable in the Province of British Columbia.
- (j) The insurance coverage specified in all the above sections shall be issued as primary policies, non-contributory with, and not in excess of any insurance which may be carried by the City of Delta.
- (k) The limits of insurance specified in this Schedule in no way define or limit the obligation of the Applicant to indemnify the City in the event of a loss.

Every policy of insurance described in this “Schedule B” shall contain a provision that the insurance carrier shall provide the City with THIRTY (30) days written notice of cancellation, reduction, or substantial change of the policy.

If the Applicant hires a third party to perform any work or services in the Tsawwassen Business Improvement Area, the Applicant shall, in turn, cause such third party to obtain and maintain insurance on the same terms as outlined in Section 1 above. Such insurance shall include coverage for all operations required for the third party's work or services.