

# THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

## BY-LAW NO. 25-1849

---

**Being a by-law to authorize and approve a Transfer Payment Agreement between The Corporation of the Municipality of Temagami and the Temagami Region Economic Development Corporation (TREDCO) for the flow-through of donations and grants.**

---

### WHEREAS

1. Section 20 of the *Municipal Act, 2001* authorizes a municipality to enter into agreements with any person or entity; and
2. Section 23 of the *Municipal Act, 2001* authorizes a municipality to make grants on such terms as Council considers appropriate; and
3. The Temagami Region Economic Development Corporation (TREDCO) has requested that the Municipality act as a flow-through recipient for donations and grants in support of eligible economic development initiatives; and
4. The Municipality of Temagami is a "qualified donee" under the Income Tax Act and is authorized to issue official donation receipts and ensure funds are used for their intended purposes; and
5. Council deems it desirable to approve the following Transfer Payment Agreement with TREDCO, setting out the terms and conditions under which the Municipality will receive, hold, and disburse donations and grants on behalf of TREDCO, including provisions for cost recovery, financial controls, and reporting;

### NOW THEREFORE

The Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

## **1. Authorization to Execute Agreement**

The Chief Administrative Officer and/or Clerk are hereby authorized and directed to execute the Transfer Payment Agreement attached hereto as Schedule "A" and forming part of this By-law.

## **2. Term of Agreement**

The Transfer Payment Agreement authorized under this By-law shall be effective for a period of one (1) year from its effective date and shall automatically renew on an annual basis under the authority of this By-law, unless terminated earlier in accordance with the provisions of the Agreement.

## **CLERICAL AMENDMENTS**

The Clerk of the Municipality of Temagami is authorized to make minor corrections to this By-law after its passage. These corrections are limited to grammatical or typographical errors and must not alter the intent, substance, roles, responsibilities, or procedural requirements outlined in this By-law.

## **EFFECTIVE DATE**

This By-law shall come into force and take effect on the date of final passing.

## **FINAL PASSING**

Taken as read a first, second, and third time, and finally passed this 14th day of August, 2025.

Mayor: \_\_\_\_\_

Clerk: \_\_\_\_\_

## **SCHEDULE "A" - BY-LAW 1849**

### **TRANSFER PAYMENT AGREEMENT**

**Between**

**The Corporation of the Municipality of Temagami**

(Hereinafter referred to as the "Municipality")

**and**

**Temagami Region Economic Development Corporation**

(Hereinafter referred to as the "TREDCO")

#### **1. Purpose**

This Agreement governs the receipt and disbursement of funds from donors or granting agencies, to be held by the Municipality and transferred to TREDCO for eligible economic development projects as specified by the donor or funder.

#### **2. Term**

This Agreement shall be effective for a period of one (1) year from the effective date and shall automatically renew on an annual basis under the authority of this By-law, unless terminated earlier in accordance with the provisions of this Agreement.

#### **3. Funds**

3.1. All donations/grants must be made payable to the Municipality of Temagami.

3.2. The Municipality will deposit such funds into a segregated account.

3.3. Disbursement will occur only after a written request from TREDCO confirming that the funds are to be used for the purposes specified in the donation or grant documentation.

3.4. The Municipality may deduct a reasonable administrative fee from the gross funds received to cover processing, receipting, accounting, and compliance costs.

#### **4. Use of Funds**

The Municipality will ensure, through payment processes and accounting controls, that all funds received are disbursed and recorded for the exact purposes identified in the donation or grant.

The Municipality will not redirect funds to other purposes.

TREDCO retains full responsibility for planning, implementing, and reporting on funded initiatives.

#### **5. Reporting**

TREDCO shall provide:

5.1. Quarterly progress and financial reports; and

5.2. A final report within 60 days of project completion.

#### **6. Audit & Compliance**

The Municipality may review project-related financial records at any time. Both parties will comply with:

6.1. The *Municipal Act, 2001*;

6.2. CRA rules for qualified donees; and

6.3. Applicable anti-money-laundering legislation.

#### **7. Termination**

Either party may terminate this Agreement with 90 days' written notice, or immediately in the event of breach. Unspent funds must be returned to the Municipality.

#### **8. General**

This Agreement is governed by the laws of Ontario. Any amendments must be in writing and signed by both parties.

## **Signatures**

CAO or Clerk – Municipality of Temagami

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

Chair – Temagami Region Economic Development Corporation

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