

The Corporation of the Municipality of Brockton



By-Law 2025-074

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Being a By-Law to Authorize the Signing of a Grant Contract Agreement between Ontario Trillium Foundation and the Corporation of the Municipality of Brockton for the Purpose of Providing a Capital Grant for Community Baseball Diamond Lighting

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**Whereas** the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by By-Law;

**And Whereas** The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into a Grant Contract Agreement with the Ontario Trillium Foundation with respect to providing a capital grant for the installation of new lighting systems for the community baseball diamonds to extend operating hours and improve access to outdoor sports and recreation programming;

**Now Therefore** the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enters into a Grant Contract Agreement with the Ontario Trillium Foundation which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Chief Financial Officer said agreement dated August 25, 2025, between the Corporation of the Municipality of Brockton and the Ontario Trillium Foundation is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Ontario Trillium Foundation Baseball Diamond Lighting Grant Agreement By-Law".

**Read, Enacted, Signed and Sealed this 9th day of September, 2025.**

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Mayor – Chris Peabody

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Director of Legislative and Legal Services (Clerk)  
– Fiona Hamilton

**GRANT CONTRACT**

**("the CONTRACT")**

**BETWEEN**

**Ontario Trillium Foundation**

**("The Foundation")**

**AND**

**Municipality of Brockton ("The Grantee")**

**100 Scott St.,**

**PO Box # 68**

**Walkerton, Ontario N0G 2V0**

**\$127,500 over 12 months**

**Municipality of Brockton will use a \$127,500 Capital grant over 12 months to install new lighting systems for the community baseball diamonds to extend operating hours and improve access to outdoor sports and recreation programming.**

**Application ID: CP142242**

## Terms and Conditions

### 1. Use of Grant Funds

- Grant funds may only be used for the exclusive purpose of the project as it is described in Schedule A ("The Grant"). Grant funds may only be spent for the items and activities described in Schedule A.
- Grant funds are not to be used for the purchase, sale or use of alcohol or cannabis. Grant funds are not to be used by or for any organization or individual other than those specified in Schedule A.
- The Grantee represents and warrants that it has read and agrees to comply with the Foundation's "Reallocation of Grant Funds Policy" published on the Foundation's website at [otf.ca](http://otf.ca) (the "OTF Website"), including that Policy as it may be amended from time to time.
- The Grantee acknowledges that the amount of grant funds available to it is based on the actual costs to the Grantee, less any costs (including HST and other taxes) for which the Grantee has received, will receive, or is eligible to receive a rebate, credit or refund.
- Any unspent grant funds must be returned to the Foundation, unless the Foundation has given prior written approval for such funds to be spent on other items or activities that are consistent with the Grant's purpose.
- The Grantee fully understands that all payments of grant funds to the Grantee are funded by the Ontario Government and are wholly conditional upon the Foundation receiving sufficient funding from the Ontario Government. The Grantee understands that if funding is not provided to the Foundation, or is provided in an insufficient amount by the Ontario Government, the Foundation is not obligated to make any payments of grant funds to the Grantee and the Foundation may reduce the amount of grant funds, otherwise modify the Grant, or terminate the Grant.

### 2. Maintaining Eligibility Status

- By signing this Grant Contract, the Grantee represents, warrants, acknowledges, and confirms that the eligibility status of the Grantee set out in the Grantee's application to the Foundation for grant funds is current and in good standing.
- The Grantee represents and warrants that the Grantee has read, is in compliance with and agrees to comply in the future with the Foundation's "Eligibility Policy" published on the OTF Website, including that policy as it may be amended from time to time.
- The Grantee represents and warrants that the Grantee has and will, for the duration of the Grant, maintain its current status as cited in the Grantee's Organization Information as provided by the Grantee, and will immediately inform the Foundation of any change in or challenge to the Grantee's eligibility status as set out in the Grantee's Organization Information with the Foundation.
- The Grantee acknowledges that it is the Grantees exclusive responsibility to take reasonable care in screening and supervising volunteers and employees who are in any way engaged in the initiative described in Schedule A, to ensure a safe and secure environment. OTF expects the Grantee to have or establish a policy for the purpose of satisfying its exclusive screening and supervising responsibility, and to ensure that there is compliance with the policy.

### 3. Payment of Grant Funds

- The Foundation will pay grant funds according to the terms stated in Schedule A.
- The Grantee must have - or must establish - a bank account in its own name at a Canadian financial institution. Until used in accordance with this Grant Contract, the grant funds will be kept in this account. The Grantees bank account information must be uploaded to their account in the Granting Portal at the Foundations website and linked to the Grant before the first grant payment is sent to the Grantee.
- The Foundation must receive an electronically signed copy of this Grant Contract before the first grant payment is sent to the Grantee.
- The Grantee must complete the Foundations grantee orientation before the first grant payment

is sent to the Grantee.

The final grant payment of the Grant, identified in Schedule A, will not be released until the Grantee has submitted its final report regarding the Grant and the Foundation has verified the satisfactory completion of the Grant.

- The Foundation may withhold grant payments or terminate the Grant if, in the Foundation's opinion, the Foundation:
  - is not satisfied with the Grantee's progress;
  - determines that the Grantee is unable to complete the Grant in a satisfactory manner or within the approved timelines;
  - determines that the Grantee is not complying with this Grant Contract, as defined in Section 16 below; or
  - determines that continuing the Grant is not in the general public's interest.
- If the Grantee has received more than one Grant from the Foundation and OTF terminates one or more of those Grants, OTF may withhold payments under or terminate any or all of the other Grants of the Grantee.
- The Foundation may withhold grant payments or terminate the Grant if the Grantee ceases to operate, is insolvent or otherwise unable to pay its debts, makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or proceedings are commenced to adjudge bankrupt, place in receivership, wind up, dissolve or liquidate the Grantee.

#### 4. **Mandatory Grantee Orientation**

- The Grantee will complete OTF's grantee orientation in order to understand its role and responsibilities as an OTF Grantee.

#### 5. **Project Objective(s) for Specified Grant**

- The Grantee, as specified in Schedule A, will track and report on objective(s) for the Grant.

#### 6. **Reporting and Grant Monitoring**

- The Grantee will immediately notify the Foundation of any changes to the finances, governance, management, staffing or operations of the Grantee such as a change to the legal status or name, or any other matter that might impact, delay or stop the successful completion of the Grant.

#### ***Progress and Final Reports***

- The Grantee will submit complete progress reports and/or a final report to the Foundation at the times specified in Schedule A.
- In these reports the Grantee will clearly explain the Grantee's use of the grant funds and the progress the Grantee has made toward achieving the objective(s) of the specified Grant as specified in Schedule A.
- All reports will be submitted according to the Foundation's requirements.
- The Foundation will review the progress the Grantee makes toward achieving the objective(s) of the specified Grant. Monitoring progress may involve on-site visits by Foundation representatives.
- The Foundation may also ask to consult with the Grantee's personnel regarding the Grantee's expenditures, records, progress, and achievements relating to the Grant. The Grantee will cooperate with any such inquiry by the Foundation and will make the Grantee's reports, records (as described in Section 7 below), and the Grantee's personnel available for the purpose of the inquiry.
- If the Foundation does not receive progress reports in a timely manner or the Foundation receives progress reports which are not in compliance with this Grant Contract, the Foundation may withhold payments until the late reports or reports considered by the Foundation to be satisfactory, as the case may be, are received, and may require that reports be provided to the

Foundation with increased frequency and in accordance with such further requirements as the Foundation may specify. The Foundation may terminate the Grant if any progress report is not received within sixty (60) days of the date on which it was due.

- If the Foundation does not receive final reports in a timely manner, this may be taken into consideration in assessing a future grant application.

### • **Additional Reporting**

- In addition to the regular scheduled reports, the Foundation may ask the Grantee to submit additional interim reports, verbally or in writing, which the Grantee will provide on a timely basis. The Grantee acknowledges and agrees that OTF has the unrestricted right to use all information provided by the Grantee, including sharing best practices and lessons learned to promote knowledge mobilization in the community and the Foundation; building evidence-based policy and program design in the public benefit sector; and sharing information with the public. As an agency of the Government of Ontario, the Foundation may use and disclose all information provided to it in carrying out its mandate, consistent with access to information and privacy legislation and the government's Open Government commitment.
- In addition, for applicable Grantees with a Grow grant, the Grantee will make every reasonable effort to measure and report on the results of the project objectives and will share key results, learning, data or observations.

## 7. **Records**

- The Grantee will keep all reports (including supporting documentation) submitted to the Foundation as outlined in the previous Section 6, Reporting and Grant Monitoring.
- The Grantee will maintain accounting records that clearly show the receipt of grant funds and how the money has been spent. All related records and supporting documentation will be available for inquiries, evaluations or audits by the Foundation for the purposes of this Grant Contract. Such records and supporting documents shall include but are not limited to a general ledger listing of detailed Grant expenses for all products, services, and salaries; corresponding invoices and proof of payment documents; bank statements, employment contracts, payroll registers, employee paycheques, Canada Revenue Agency records, and certificates of completion.
- The Grantee will keep records substantiating the fulfillment of objectives of the specified Grant, conditions, and requirements, if any, and make them available to the Foundation on request.
- The Grantee will keep records relating to operations, employees, volunteer and program participants, including but not limited to registration forms of members, volunteers, and participants, and make them available to the Foundation on request.
- The Grantee will retain all records of Grant receipts and expenditures (including supporting documentation) as outlined in detail in Sections 6 and 7 of this Grant Contract for at least six (6) years after the completion of the Grant.

## 8. **Advocacy**

- The Grantee represents and warrants that it has read and agrees to comply with the Foundation's "Eligibility Policy" published on the OTF website, including that Policy as it may be amended from time to time, and represents and warrants that it will not engage in political activity supporting or opposing any political party, elected representative, or candidate for public office, or use of grant funds for any activity meant to bring about change in law or government policy, including public policy dialogue and development.

## 9. **Recognition of Funding**

- The Grantee represents and warrants that it has read and agrees to comply with the Foundation's "Grant Recognition Policy" published on the OTF website, including that Policy as it may be amended from time to time. The Grantee understands that its compliance with the

Recognition Policy will be monitored.

- The Grantee agrees to host a recognition event as per the Grant Recognition Requirements (<https://otf.ca/resources/current-grantee-resources/grant-recognition-requirements>), publicly acknowledge their funding on materials related to the Grant, and use the OTF logo on their website, as applicable.
- When acknowledging the Grant, use the following: Funding provided by the Ontario Trillium Foundation.
- The Grantee acknowledges that project photos that are shared by the Grantee and photos taken at recognition events that are shared with OTF may be used by OTF on its website and/or in other communications.
- Once a grant is closed, the Grantee will remove or take down certain public acknowledgments of the Foundation.

#### 10. Evaluation and Audit

- The Foundation or the Auditor General of Ontario may conduct or commission an evaluation or audit of this Grant. (The Foundation currently audits a minimum of 10% of its grants annually.) The Grantee will co-operate with any such evaluations or audits, including but not limited to making the Grantee's records as described in Sections 6 and 7 of this Grant Contract and the Grantee's personnel available to Foundation personnel or consultants, or those of the Auditor-General of Ontario, for the purpose of the evaluation or audit. If the project for which the grant funds are to be spent is funded by parties in addition to the Foundation, the Grantee's duty of co-operation with any evaluation or audit of this Grant by the Foundation shall include making available to the Foundation the entirety of the Grantee's records with respect to the project where required by the Foundation for the purpose of its evaluation or audit of this Grant.

#### 11. Applicable Laws

- By signing this Grant Contract, the Grantee represents, warrants, acknowledges, and confirms that the Grantee has complied and will comply with all applicable federal and provincial laws and regulations, municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Grant. This includes but is not limited to - where applicable - the Ontario Human Rights Code, the Ontario Employment Standards Act, and the Income Tax Act.
- The Grantee further represents and warrants that it has read and agrees to comply with the Foundation's "Anti-Discrimination Policy" published on the OTF Website, including that Policy as it may be amended from time to time.
- The Grant Contract will be interpreted in accordance with the laws of Canada, the Province of Ontario, any municipality in the Province of Ontario, and any court order.

#### 12. Insurance

- The Grantee will purchase and maintain insurance, including but not limited to property insurance, casualty insurance, and general liability insurance, which is adequate for the purposes of the Grantee's operations. Adequate insurance coverage must be maintained for the duration of the Grant.

#### 13. Indemnity

- The Grantee agrees to indemnify and save the Foundation, its officers, directors, employees, and agents harmless from and against any and all costs, claims, demands, expenses, actions, causes of action, and for any and all liability for damages to property and injury to persons (including death) howsoever caused, including any claim for negligence of the Foundation, arising out of or in any way related to the Grant, the Grantee, or the payment or non-payment of grant funds to the Grantee. The Foundation holds this indemnity in trust for parties who are not parties to this Grant Contract. The Grantee will purchase and maintain insurance that names His Majesty the King in right of Ontario, his ministers, agents, appointees and employees as Indemnified Parties.

#### 14. Termination

If the Grantee violates any of the provisions of this Grant Contract including the attached Schedules, the Foundation has the right to terminate the Grant.

If the Grant is terminated, the Foundation will withhold any further payments of grant funds.

- If the Grant is terminated, the Grantee must repay any unspent portion of the grant funds to the Foundation. The Grantee will also repay to the Foundation grant funds that the Grantee has spent if, in the Foundation's sole opinion, such grant funds have not been spent in accordance with this Grant Contract.

Any decision by the Foundation to terminate this Grant will be final and legally binding.

#### 15. Acquisition of Goods and Services; Distribution of Assets

- If the Grantee acquires supplies, equipment, or services (including the hiring of staff) with Grant funds, it shall do so through a process that promotes the best value for money and is free from an actual or potential conflict of interest.
- A conflict of interest includes any circumstances in which the Grantee or any person who has the capacity to influence the Grantee's decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Grantee's objective, unbiased and impartial judgment. The Grantee will disclose to the Foundation, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest, and comply with any terms or conditions that the Foundation may prescribe as a result of the disclosure.
- The Grantee will not, without the Foundation's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the grant funds or for which grant funds were provided.
- If within five years of receiving the grant funds the Grantee dissolves or no longer needs assets, whether real or personal property, purchased with the grant funds, the Grantee will at the request of the Foundation transfer any such assets with a value of \$5,000 or more, for no consideration and clear of such encumbrances as the Foundation may in its discretion specify, to a non-profit organization that meets the Foundation's eligibility requirements as set out in the Foundation's "Eligibility Policy" or, in the discretion of the Foundation, to the Foundation. The Grantee will co-operate with due diligence inquiries by the Foundation or other qualified transferee prior to the transfer and will make all relevant documentation of the Grantee available for the purpose of such inquiries prior to the transfer.

#### 16. Entire Agreement

- This Grant Contract, including these Terms and Conditions, all Schedules to this Grant Contract, the Declaration, the Signature Page(s), the Foundation Policies referred to in this Grant Contract, all additional Foundation Policies posted on the Foundation's website at <https://otf.ca/who-we-are/our-policies>, including as they be amended from time to time, and any amending agreement entered into as provided for below, constitute the entire agreement between the Foundation and the Grantee and supersedes all prior oral or written representations and agreements.

#### 17. Modification and Waiver

- This Grant Contract may only be modified by an amendment in writing duly executed by authorized personnel of the Foundation and the Grantee. If the Grantee fails to comply with any term of this Grant Contract, the Grantee may only rely on a waiver of the Foundation if the Foundation has provided a written waiver to the Grantee. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### 18. Acknowledgement

- The Grantee acknowledges that it has read and understands the provisions contained in the

entire Grant Contract, including these Terms and Conditions, all Schedules to this Grant Contract, the Declaration, the Signature Page(s) and the Foundations policies referred to in this Grant Contract, and agrees to be bound by the terms and conditions contained in the entire Grant Contract.

**19. Capital Grants (For Grants with a Capital Component Only)**

- The Grantee represents and warrants that it has read and agrees to comply with the Foundation's "Capital Grants requirements" published on the OTF Website, and outlined in the Eligibility Policy as it may be amended from time to time.
- Without limiting the application of Section 12 above to the capital project, the Grantee will purchase and maintain insurance including but not limited to property insurance, casualty insurance, and general liability insurance which is adequate for the purposes of the capital project of the Grantee, including operations at the project site and any equipment used as part of the project. Adequate insurance coverage must be maintained for the duration of the Grant.
- Without limiting the application of Section 13 above to the capital project, the Foundation is not responsible or liable for the quality of design, construction, maintenance, or operation of the capital project. The Foundation is not responsible or liable for any loss or damages arising out of or relating to the design, construction, maintenance, or operation of the capital project.
- The Grantee will ensure that all renovations, modifications, and additions meet or exceed all applicable by-laws, building codes and project specifications, and will obtain and keep all relevant certificates of completion.

**20. No Partnership or Joint Venture**

- It is expressly acknowledged and agreed that this Grant Contract, the Grant or the conduct of the Foundation and the Grantee relating to the Grant shall not create any form of partnership or joint venture between the Foundation and the Grantee.

**21. Non-Assignability**

- This Grant Contract shall not be assigned by the Grantee without the written consent of the Foundation.

**22. Reliance by Foundation**

- The Grantee acknowledges that in providing the Grant to the Grantee, the Foundation has relied on the representations and warranties contained herein and all information provided to the Foundation in the Grantee's application to the Foundation for grant funds and all other information provided in writing to the Foundation by the Grantee. The Grantee further represents, warrants, and agrees that such information is correct, will continue to be correct, and contains no material misrepresentations. The Grantee agrees to immediately notify the Foundation if any such information ceases to be correct.

**23. Severability of Provisions**

- The invalidity or unenforceability of any provision of this Grant Contract will not affect the validity or enforceability of any other provision of the Grant Contract. Any invalid or unenforceable provision will be deemed to be severed.

## Declaration of Understanding

I declare that I have read and understand the Grant Contract between  
the Ontario Trillium Foundation (OTF)  
and my organization (Municipality of Brockton)

This includes OTF Policies, published at [otf.ca](http://otf.ca).

In addition to the Grant Contract, I further declare that:

I, or the appropriate person in my organization for this Grant, have completed OTF's grantee orientation and understand the role and responsibilities of an OTF grantee.

I understand and that I must provide OTF with the details for a bank account in the name of my organization at a Canadian financial institution and have added this information to my account in the granting portal.

I understand that if my grant includes capital renovations to land or property, my organization must hold proof of ownership or a minimum five-year lease agreement.

I understand that OTF sets parameters to support the effective use of grant funds while ensuring accountability and the appropriate use of public funds and that grant funds can only be reallocated in accordance with the terms of the "Reallocation of Grant Funds Policy".

I have reviewed and understand the OTF reporting requirements for this program, including timing and tools for reporting to OTF.

I understand what information needs to be tracked and how to complete the reports.

**IN WITNESS WHEREOF, the Grant Contract has been signed on behalf of the parties as of the dates indicated below. I have the authority to legally bind the organization in this Grant Contract.**

Ontario Trillium Foundation

Per:



Beth Puddicombe

Vice-President, Granting

2025-08-25

Municipality of Brockton

Per:

  
**X**

Name : Trish Serratore

## Schedule A

<b>Grantee</b>	Municipality of Brockton
<b>Grant type</b>	Capital
<b>Application ID</b>	CP142242
<b>Grant Start Date</b>	2025-09-30
<b>Approved Amount</b>	\$127,500.00
<b>Grant Term</b>	12 Months
<b>Assigned Staff</b>	Natalie Normand

The Grant to your organization is based on information provided in your application.

### Approved Project

**Purpose:** To install new lighting systems for the community baseball diamonds to extend operating hours and improve access to outdoor sports and recreation programming

**Funding Priority:** Foster physically active lifestyles

**Objective:** Maintain or increase access to a program or service

**Activities:**

- Enhance or improve an outdoor structure or space

**..Space made available (created, maintained or improved) for community use:**

- 2266.03 Square feet

## Budget

Incurring costs and spending must not start before the approved project start date for the itemized costs and amounts in each of the categories, as below. Moving spending between categories must receive prior written consent from OTF.

Budget Item	Approved Amount	Approved Cost Breakdown	Amended Amount	Amended Cost Breakdown
<b>Budget Category: Equipment Costs</b>				
Diamond 1 Lighting System	\$41,300.00	Purchase and Installation of 12 RAB SFL Flood Lights, including Commissioning and Testing - \$41,253.36	\$41,300.00	Purchase and Installation of 12 RAB SFL Flood Lights, including Commissioning and Testing - \$41,253.36
Diamond 2 Lighting System	\$43,200.00	Purchase and Installation of 12 RAB SFL Flood Lights, including Commissioning and Testing - \$43,154.68	\$43,200.00	Purchase and Installation of 12 RAB SFL Flood Lights, including Commissioning and Testing - \$43,154.68
Diamond 3 Lighting System	\$43,000.00	Purchase and Installation of 12 RAB SFL Flood Lights, including Commissioning and Testing - \$42,987.11	\$43,000.00	Purchase and Installation of 12 RAB SFL Flood Lights, including Commissioning and Testing - \$42,987.11
<b>Total Project Budget</b>	<b>\$127,500.00</b>		<b>\$127,500.00</b>	

## Payment and Report Schedule

Scheduled Event	Payment Amount	Date
Payment	\$63,800.00	2025-10-01
Grantee Engagement		2026-03-01
Payment	\$51,000.00	2026-03-29
Final Report		2026-10-30
Payment	\$12,700.00	2026-11-19