

# East Elgin Minor Hockey Association By-Laws Draft

November 6, 2023

**EAST ELGIN MINOR HOCKEY ASSOCIATION**

**BY-LAWS**

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## EAST ELGIN MINOR HOCKEY ASSOCIATION

### BY-LAW NO. 1

A By-law relating generally to the conduct of the affairs of the East Elgin Minor Hockey Association.

**BE IT ENACTED** as a By-law of the East Elgin Minor Hockey Association as follows:

#### ARTICLE 1 DEFINITIONS

**1.1** In this By-law and all other By-laws and Resolutions of the Association, unless the context otherwise requires:

- (a) "Act" means the *Not-for-Profit Corporations Act, 2010*, S.O. 2010, Chapter 15, and any statute amending or enacted in substitution therefor, from time to time;
- (b) "Affiliated Player" means a player who is eligible to participate for his registered hockey team and one other team of a higher division or category;
- (c) "Agreement" means the Memorandum of Agreement Regarding the Creation of East Elgin Minor Hockey Association dated XXX, entered into between Aylmer Minor Hockey and Belmont Minor Hockey, and all schedules thereto;
- (d) "Annual Meeting" means the annual meeting of the Association;
- (e) "Articles" means the articles of incorporation of the Association, as may be amended from time to time by articles of amendment;
- (f) "Association" means East Elgin Minor Hockey Association (or such other name as the Association may in the future legally adopt) created in accordance with the Agreement;
- (g) "Board" means the board of directors of the Association;
- (h) "Business Day" means a day other than a Saturday, Sunday or any day on which the principal commercial banks located in the City of Toronto are not open for business during normal banking hours;
- (i) "By-laws" means the duly authorized general corporate by-laws of the Association, and the terms "Aylmer By-laws" and "Belmont By-laws" refer to the general corporate by-laws of Aylmer Minor Hockey and Belmont Minor Hockey, respectively;

- (j) "Centre" is a recognized minor hockey association within the OMHA from a city, town, village, municipality or geographic subdivision which has corporate limits or boundaries accepted by the OMHA for the purposes of determining hockey eligibility of players for competition within the jurisdiction of the OMHA;
- (k) "Delegate" or "Delegates" means an individual or individuals, as the case may be, who are authorized to represent a Voting Member and vote on behalf of a Voting Member at any Members' Meetings of the Association;
- (l) "Director" means an individual who has been elected or appointed to the Board of the Association;
- (m) "HC" means Hockey Canada (or such other name as Hockey Canada may in the future legally adopt);
- (n) "Letters Patent" means the letters patent of Aylmer Minor Hockey and/or Belmont Minor Hockey, , as may have or will be amended from time to time by supplementary letters patent or articles of amendment, as the case may be;
- (o) "Local League" means a group of teams from a number of minor hockey associations which compete regularly in a recreational league, and the "Local League Organizations" refers to Aylmer Minor Hockey and Belmont Minor Hockey;
- (p) "Local League Members" shall mean the individual members of each of the Local League Organizations, as defined under the "Aylmer Minor Hockey By-laws" and the "Belmont Minor Hockey By-laws"
- (q) "Members" means all classes of membership in the Association as provided for in Article 5 and "Member" means any one of them;
- (r) "Members' Meeting" means the Association's Annual Meeting or Special Meeting, as applicable in the circumstances;
- (s) "Non-Voting Members" means the class of non-voting members of the Association, as set out in Section 6.1(b);
- (t) "Officers" means the individuals who hold the offices of the Association duly appointed by the Board as set out in Article 11;
- (u) "OHF" means the Ontario Hockey Federation (or such other name as the OHF may in the future legally adopt);
- (v) "OMHA" means the Ontario Minor Hockey Association Inc. (or such other name as the OMHA may in the future legally adopt);

- (w) "Parties" means Aylmer Minor Hockey and Belmont Minor Hockey, and "Party" means either one of them;
- (x) "Policies" means written statements governing issues affecting the affairs of the Association, including any code of conduct, which have been considered and approved by the Board;
- (y) "Predecessor Act" means the *Corporations Act* R.S.O. 1990, Chapter 38, and any statute amending same, from time to time;
- (z) "Registered Player" means a minor hockey player registered with the Association, who is up-to-date in paying their registration fees and is eligible to play for the Association;
- (aa) "Representative Team" means a minor hockey team which is eligible to play for an OMHA, OHF and/or HC championship and whose players are eligible by age and residence;
- (bb) "Special Meeting" means any Members' Meeting other than an Annual Meeting;
- (cc) "special resolution" means a resolution requiring the approval of not less than 2/3rds of the votes cast;
- (dd) "Aylmer Minor Hockey" means Aylmer Minor Hockey Association, incorporated by letters patent, pursuant to the Predecessor Act, as a not-for-profit corporation on September 10, 1990, and identified as Ontario corporation no. 909146;
- (ee) "Belmont Minor Hockey" means Belmont Minor Hockey Association, incorporated by letters patent, pursuant to the Predecessor Act, as a not-for-profit corporation on March 13, 1987, and identified as Ontario corporation no. 696519;
- (ff) "LMLL" means the Lambton Middlesex Local League (or such other name as the LMLL may in the future legally adopt);
- (gg) "Voting Members" means the class of voting members of the Association, and "Voting Member" means any one of them, as set out in Section 6.1(a)(i); and
- (hh) "SHL" means the Shamrock Hockey League (or such other name as the SHL may in the future legally adopt);
- (ii) "SCMHL" means the Southern Counties Minor Hockey League (or such other name as the SCMHL may in the future legally adopt).

Subject to the foregoing definitions, words or expressions defined in the Act shall have the same meanings when used herein; words importing the singular number include the plural and vice-versa; words importing the masculine gender include the feminine and neuter genders; and words importing persons include individuals and corporate entities.

## **ARTICLE 2 HEAD OFFICE AND SEAL**

- 2.1** The corporate seal of the Association shall be in the form as the Board may by resolution adopt and shall be entrusted to the Secretary of the Association for its use and safekeeping.
- 2.2** The head office of the Association shall be located in Aylmer, Ontario and shall therein be initially located at 531 Talbot Street West, Aylmer, ON, N5H 2T8. until otherwise determined by the Board, or at such other place in Ontario as the Voting Members may, from time to time, determine by special resolution pursuant to the Act.

## **ARTICLE 3 MISSION OF THE ASSOCIATION**

- 3.1** The purpose of the Association is to organize, develop and promote minor hockey for the youth of Aylmer Minor Hockey and Belmont Minor Hockey and those territories granted to the Association by the OMHA. The Association will provide players the opportunity to participate at the highest competitive level. The Association shall undertake the operation of a jointly administered Representative Team hockey program to which eligible players from both Aylmer Minor Hockey and Belmont Minor Hockey will have affiliation rights.
- 3.2** The Association shall be carried on and operated as a not-for-profit corporation without the purpose of gain, for its Members, Directors, or Officers and any profits or other accretions to the Association shall be used in promoting its objects.
- 3.3** In accordance with the Agreement, Aylmer Minor Hockey and Belmont Minor Hockey have agreed to surrender their existing OMHA rights to Representative Teams, and to transfer such rights to the Association, which shall operate, manage and administer a Representative Team hockey program on behalf of the Parties and the Local League Members.
- 3.4** Aylmer Minor Hockey and Belmont Minor Hockey shall continue to operate their own recreational Local League programs on behalf of their respective Local League Members, consisting of community specific teams playing out of their hometown arenas and local communities. As the Local League Organizations, Aylmer Minor Hockey and Belmont Minor Hockey will continue to be responsible for the administration and affairs of their Local League teams, subject to certain mutually agreed upon business functions of a shared nature, as well as certain OMHA specific program issues that the Local League Organizations, pursuant to the terms of the Agreement, have agreed will be managed exclusively by the Association on behalf of the Local League Organizations.

## ARTICLE 4 AFFILIATIONS

- 4.1 The Association shall operate as an accredited member of the OMHA, OHF, HC, SCMHL or SHL, as well as any successor or related organizations, and shall be governed by the rules and regulations of such parent organizations as may be applicable from time to time.

## ARTICLE 5 CLASSES OF MEMBERSHIP

- 5.1 There shall be three (3) classes of Members in the Association, as follows:
- (a) Voting Members;
  - (b) Non-Voting Members; and
  - (c) Honorary Lifetime Members.

## ARTICLE 6 TERMS OF MEMBERSHIP AND ELIGIBILITY

### 6.1 Terms and Eligibility

(a) Voting Members:

(i) Aylmer Minor Hockey and Belmont Minor Hockey shall be the only Voting Members of the Association, each entitled to nominate and elect or appoint, as the case may be, an equal number of Directors to the Board. No additional Voting Members shall be permitted to join the Association without the prior consent of Aylmer Minor Hockey and Belmont Minor Hockey.

(ii) For the purposes of Members' Meetings of the Association, the representative Directors elected or appointed by Aylmer Minor Hockey and Belmont Minor Hockey shall also be deemed to be the Delegates authorized to represent their respective Local League Organizations and vote on their behalf.

(b) Non-Voting Members:

The Local League Members and the Directors on the Board for Aylmer Minor Hockey and Belmont Minor Hockey Board's shall be considered the Non-Voting Members. Except for those Directors acting in their capacity as Delegates for the purposes of representing their respective Local League Organizations, the Directors of the Association and Local League Members shall not have any voting rights as Members.



(c) Honorary Lifetime Members:

An individual who has rendered extraordinary and distinguished service to the Association may be granted an Honorary Lifetime membership in the Association. Individuals may only be nominated to be Honorary Lifetime Members by a Member of the Association and the granting of an Honorary Lifetime membership must be confirmed by a majority vote of the Board. Honorary Lifetime Members shall have no voting rights. Honorary lifetime members shall be familiar with the history of the organization and the terms and spirit of this Agreement so as to provide advice and support to the association.

**6.2 Membership and Board Lists**

The Secretary of the Association shall prepare and maintain a list of current Members and Directors of the Association at the Annual Meeting in each year and be updated throughout the year as necessary and be made available to all Members in accordance with the Act. Such list of the Members and Directors shall be used to determine eligibility to attend and vote at the Annual Meeting, Directors' meetings, and any other Members' Meetings that may be authorized and convened from time to time.

**6.3 Termination**

- a) Membership in the Association shall not be transferable and shall terminate upon a Member's resignation in writing, death in the case of an individual Delegate or in the case of either Aylmer Minor Hockey or Belmont Minor Hockey, by providing notice to the other Party of its intention to terminate its organization's membership in the Association. Members may resign from the Association by submitting a resignation in writing addressed to the Secretary of the Association, who in turn notifies the Board members.
- b) Members in good standing shall be those admitted to membership and who have paid all required membership fees to the Association. Members whose membership fees are in arrears for a period of one (1) month, without agreed prior arrangements, shall be suspended from membership and not permitted to vote, make nominations or hold office in the Association. The Secretary shall inform those concerned of this suspension in writing.
- c) A Member whose conduct is considered by the Board to be contrary to the Association's stated code of conduct or the spirit and purposes of the Association shall be asked by the Board to explain or justify their actions. If the Member is unwilling or unable to do so, they shall be asked by the Board to resign from the Association. If they do not resign, the Board shall give proper notice of a motion, to be considered at the next Board meeting, requesting that the Member be sanctioned, suspended or their membership be terminated. A copy of this motion shall be communicated to the Member concerned within a reasonable period of time for that person to make a written response. If a response is made, it shall be circulated with the notice of motion.

Approval of such a motion shall require a two-thirds (2/3) majority in a ballot conducted at the meeting. The Member concerned shall be invited to attend the meeting and to explain their position before the vote is taken.

#### **6.4 Right to Vote**

All Delegates, representing the Voting Members, shall be entitled to notice of and to vote at all Members' Meetings of the Association.

### **ARTICLE 7 LOCAL LEAGUE MEMBERSHIP RIGHTS**

#### **7.1** The Association acknowledges that:

- (a) Local League Members shall continue to be members of Aylmer Minor Hockey and Belmont Minor Hockey in accordance with the Aylmer Minor Hockey By-laws and Belmont Minor Hockey By-laws, respectively.
- (b) It will operate a consistent registration process for all players both at the Representative Team and Local League hockey levels, which shall allow all eligible Representative Team hockey players to have their applicable Centre and territorial rights assigned to the Association for all OMHA, OHF and HC purposes.
- (c) Notwithstanding paragraph 7.1(b) above, for the purposes of administering internal Local League and Local League Members rights within the recognized boundaries of the Association, all Local League Members will be internally allocated between the Aylmer Minor Hockey and Belmont Minor Hockey on the basis of which Local League a player registers with to play.
- (d) Representative Team hockey players within the Association's territory, Local League Members rights with their respective Local League Organizations will be determined using the player's residential address within such territory, using the OMHA borders in place between the Parties, as recognized on December 31, 2023.
- (e) Subject to the internal allocation of Local League Members between Aylmer Minor Hockey and Belmont Minor Hockey, the Local League Members shall exercise their rights within their respective Local League Organizations, for all purposes provided for under the Act, including the right to attend membership meetings, exercise voting rights, and elect the directors of their respective Local League Organizations, and thereby indirectly to the Association.
- (f) The Local League Members shall be entitled to appropriate prior notice, and the right to attend the Association's Members' Meetings, including the right to receive information and reports from the Board and participate in any general discussion involving the affairs of the Association. Notwithstanding the foregoing, Local League Members' voting rights shall be limited to the right to vote at the membership meetings of their respective Local League

Organizations and the Local League Members shall not be entitled to vote at Members' Meetings.

## **ARTICLE 8 MEETINGS OF THE MEMBERSHIP**

### **8.1 Annual Meeting of Members**

The Annual Meeting of the Members shall be held prior to May 30th each year, at a time, place (in-person and/or virtually) and day determined by the Board, for the transaction of the following business, to be set out in the agenda of such Annual Meeting;

- (a) approval of the agenda;
- (b) approval of the minutes of the previous Annual Meeting;
- (c) receiving reports of the activities of the Association during the preceding year;
- (d) receiving information regarding the planned activities of the Association for the current year;
- (e) receiving the annual financial statements and the report of the auditor (if applicable) of the Association;
- (f) appointment of the auditor or accountant conducting either an audit, a review engagement, or a waiver of both for the ensuing year, as the case may be, subject to the requirements under the Act;
- (g) consideration of any proposed amendments to the Association's Articles or By-laws;
- (h) transaction of any business which relates to the business of the meeting referred to above, and notice and particulars of such business, including any proposed amendments to the By-laws, which must be received by the Secretary of the Association in writing on or before 6:00 p.m. on the 14th day immediately preceding the Annual Meeting;
- (i) the election and/or appointment of Directors to the Board.

### **8.2 Additional Special Meetings of Members**

In addition to the Annual Meeting, a Special Meetings of Members may be called by the President or a Vice-President in the absence of the President or on petition in writing to the Secretary signed by any three Directors. Business transacted at a Special Meeting shall be limited to that specified in the notice calling the meeting.

### **8.3 Notice of Meetings**

(a) Annual Meeting

Notice of the Annual Meeting shall set out the agenda, including particulars of any other business to come before the Annual Meeting, the time and the place of the Annual Meeting. Notices of the Annual Meeting shall be published on the Association's website and distributed electronically using the membership distribution lists for Aylmer Minor Hockey and Belmont Minor Hockey at least thirty (30) days, but not more than fifty (50) days, prior to the date of such meeting.

(b) Special Meetings

Notice of any Special Meeting, along with the applicable agenda setting out the nature of the business to be conducted at such meeting. If the meeting is public the agenda shall be published on the Association's website and distributed electronically using the membership distribution lists for Aylmer Minor Hockey and Belmont Minor Hockey at least fifteen (15) days, but not more than fifty (50) days, prior to the date of such meetings.

(c) Error or Omission in Notice

No inadvertent error or omission in giving notice of any meeting or any adjourned meeting, whether Annual or Special, shall invalidate such a meeting or make void any proceedings taken at such meeting and any Member may at any time waive notice of any such Members' Meeting and may ratify, approve and confirm any or all actions or proceedings taken at any such Members' Meeting.

### **8.4 Quorum**

A quorum for an Annual Meeting or Special Meeting of the Association shall be a minimum of eight (8) Delegates eligible to vote and present in person, provided that there shall be no fewer than four (4) Directors elected or appointed by each Voting Member present. No business shall be transacted in the absence of a quorum except to take measures to obtain a quorum, to establish the time to which to adjourn, or to take a recess.

### **8.5 Voting Procedures**

(a) A majority of votes cast by those Delegates entitled to vote, unless otherwise required by the Act or by the By-laws of the Association, shall decide every question proposed for consideration at Members' Meetings;

(b) The President will be responsible for presiding as Chairperson over all Members' Meetings. The Chairperson presiding at a Members' Meeting shall have a second casting vote only in the event of a tie vote.

(c) At all Members' Meetings, every question shall be decided by a show of hands, unless a specific count or unless a secret ballot is required by the Chairperson or requested by any Delegate. Whenever a vote by show of hands has been taken upon a question, unless a specific count or secret ballot is requested or required, a declaration will be made by the Chairperson that a resolution has been carried or lost by a particular majority and an entry to that effect entered into the minutes of the meeting as conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.

#### **8.6 No Proxies**

Proxies will not be permitted. The Delegates representing the Voting Members of the Association must be present in person at the Annual Meeting and any Special Meetings of the Association in order to exercise their voting rights in relation to matters coming before the Annual Meeting and any Special Meetings.

#### **8.7 Participation by Electronic Means at Members' Meetings**

If the Association chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a Members' Meeting, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility in the manner provided by the Act. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of these By-laws, any person participating in a Members' Meeting pursuant to this section who is entitled to vote at that meeting may vote, in accordance with the Act, by means of any telephonic, electronic or other communication facility that the Association has made available for that purpose.

#### **8.8 Members' Meeting Held Entirely by Electronic Means (Virtual Meetings)**

If the Directors or Members of the Association call a Members' Meeting pursuant to the Act or these By-laws, those Directors or Members, as the case may be, may determine that the meeting shall be held entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

#### **8.9 Absentee Voting at Members' Meetings**

Instead of voting by proxy, a member entitled to vote at a Members' Meeting may vote by mailed-in ballot or by means of a telephonic, electronic or other communication facility if the Association has a system that:

- (a) enables the votes to be verified as having been made by Members entitled to vote; and
- (b) the Association is not able to identify how each Member voted.

A special resolution of the Members is required to make any amendment to the By-laws of the Association to change this method of voting by Members not in attendance at a Members' Meeting.

## **8.10 Adjournments**

Any Members' Meeting may be adjourned at any time and from time to time and such business may be transacted at such adjourned meeting(s) as might have been transacted at the original meeting(s) from which such adjournment took place. No notice shall be required of any such adjourned meeting other than to those Members present in person at the adjourned meeting. Such adjournment may be made notwithstanding that no quorum is present.

## **8.9 Chairperson**

In the absence of the President and the Vice-President, those Delegates entitled to vote and present at any Members' Meeting shall be entitled to choose another Director as Chairperson and, if no Director is present or if all the Directors present decline to act as Chair, the Delegates present shall choose any other Individual Member of the Local League Organizations to be Chairperson.

# **ARTICLE 9 BOARD OF DIRECTORS**

## **9.1 Composition of the Board**

### Eligibility

A Director:

- (i) shall be eighteen (18) years of age or more;
- (ii) shall not be an undischarged bankrupt;
- (iii) shall not be a person who has been found to be incapable by any court in Canada or elsewhere;
- (iv) shall not be a person who has been found under the *Substitute Decisions Act, 1992* or under the *Mental Health Act* to be incapable of managing property;

- (v) shall be a Local League Member of either Aylmer Minor Hockey or Belmont Minor Hockey at the time of his or her election or appointment;
- (vi) shall remain a Local League Member of Aylmer Minor Hockey or Belmont Minor Hockey throughout his or her term of office.

## **9.2 Interim Board of Directors**

Upon the enactment of these By-laws, the Voting Members shall appoint Twelve (12) Directors to the Board of the Association (the "Interim Board"), comprised of Six (6) Directors nominated by each Party, for an initial one (1) year period, to oversee and coordinate an effective transition of the Agreement and the successful launch of a coordinated Representative Team hockey program by the Association. Following the one (1) year transition period, the Parties will appoint Directors to the Association's Board in accordance with Section 9.4 of these By-laws. To the extent possible, the members of the Interim Board shall have served on the board of directors of Aylmer Minor Hockey or Belmont Minor Hockey during the negotiation of the Agreement, to ensure adequate knowledge and familiarity with the Agreement and the intent of the Parties.

- 9.3** The Interim Board may also, in its discretion, appoint additional non-voting Directors, Officers and/or Convenors as necessary during the initial one (1) year transition period, to assist in the implementation of the Agreement.

## **9.4 Permanent Board of Directors**

The affairs of the Association shall fall under the supervision of and be governed by a Board jointly administered by the Parties, subject to the provisions of the Act and these By-laws.

- 9.5** The Association shall have a Board consisting of an aggregate of Twelve (12) Directors.

- 9.6** Aylmer Minor Hockey and Belmont Minor Hockey shall each be entitled to nominate and elect/appoint Six (6) representative Directors to the Board (for a total of Twelve (12) Directors in possession of voting rights) and each Voting Member shall be entitled to remove and replace their respective nominees from time to time in accordance with these By-laws.

## **9.7 Consecutive Terms**

No elected Director shall hold officer for more than two (2) consecutive terms of two (2) years, except where there are insufficient candidates to elect a complete slate of Directors, as contemplated by this By-law or as may otherwise be approved by a 2/3rds vote of the Delegates at a Members' Meeting.

## **ARTICLE 10 PROCEDURE FOR ELECTION OF DIRECTORS**

**10.1** The Association's Board shall consist of the following positions:

- President
- Vice-President
- Treasurer
- Secretary
- Sponsorship/Fundraising Director
- Equipment Manager
- Coach Coordinator Director
- Tournament/Special Events Director
- Player Development Director
- Ice Convenor
- Registrar
- OMHA Rep / Referee Coordinator

**10.2** (a) The Directors of Aylmer Minor Hockey and Belmont Minor Hockey elected by their respective Local League Members to the position enumerated in Section 10.1 above shall automatically be appointed or elected by the Aylmer Minor Hockey and Belmont Minor Hockey to sit as Directors on the Association's Board.

(b) In the event Aylmer Minor Hockey or Belmont Minor Hockey have a vacancy on their respective Local League Boards in any of the designated roles set out above, either Local League Organization shall be entitled to appoint a Director-at-Large to the Association's Board in order to maintain equal voting rights on the Board.

### **10.3 Removal and Replacement of Directors**

The Voting Members entitled to nominate and appoint/elect Directors to the Board shall be entitled to remove and replace any such appointed/elected Directors in accordance with the terms of the Aylmer Minor Hockey By-laws and Belmont Minor Hockey By-laws, as the case may be, and where applicable, shall provide notice to such Director and the Association.

**10.4** Any vacancy occurring on the Board by reason of the death, disqualification, inability to act, resignation or removal of any Director shall be filled only by a further nominee of the Local League Organization whose nominee was so affected so as to maintain a Board consisting of the numbers of nominees specified in Section 9.5. In the event that a substitute Director is appointed by a Local League Organization to fill such a vacancy, the appointed Director shall serve the balance of the elected Director's term, until such time as a regularly scheduled election is required.

**10.5** In order to establish a rotation of Directors on the Board, the appointment of Directors from each Local League Organization shall be staggered on an annual basis, providing for three



(3) Directors to be elected/appointed from amongst the Local League Members of each Local League Organization each year, with two alternating "Slates" of Directors being elected at the Local League level on alternating years. For further clarity, for the purposes of maintaining continuity of Directors, the Board will consist of at least six (6) Directors from the previous year's Board. To ensure such rotation, notwithstanding any other provision herein, upon the enactment of these By-laws, all 12 Directors on both "Slates" of directors put forward by Aylmer Minor Hockey and Belmont Minor Hockey to form the Interim Board will automatically be appointed to the Association's Board, with the Directors on "Slate A" (see **Schedule "B"**) below) being appointed for a two (2) year term each, and Directors on "Slate B" (see **Schedule "B"**) will be appointed for a one (1) year term each. Following the first set of appointments/elections, and once an appropriate rotation has been established, the applicable term for all Directors will be two (2) years.

**10.6** Following election to their respective Local League Board of Directors, Aylmer Minor Hockey and Belmont Minor Hockey shall automatically be entitled to appoint their respective Directors to the Association's Board in accordance with these By-laws.

**10.7** The Association's Board shall have the authority to select an Executive Committee by appointment from among the Directors on the Board.

**10.8** The term of each Director shall officially commence on June 1<sup>st</sup> of the year in which they were elected or appointed as a Director by their Local League Organization.

#### **10.9 Removal of Director by Local League Organizations**

Directors appointed/elected by a Local League Organization may be removed at the direction of such Local League Organization, in accordance with the by-laws of the Local League Organization.

#### **10.10 Removal of Director for Absenteeism**

The absence of a Director from three (3) consecutive Board meetings or the absence of a Director from four (4) out of any eight (8) consecutive Board meetings shall be deemed to be a resignation of the said Director from the Board, unless such period of absence has been specifically excused, waived or approved by a majority vote of the Board.

#### **10.11 Resignation of Director**

A Director of the Board may resign his or her position as a director by submitting a letter of resignation to the President of the Association.

#### **10.12 Suspension by Board**

Notwithstanding that only the Voting Members may remove a Director prior to the end of his or her term in accordance with Article 10, the Board may, by special resolution passed at a special meeting of the Board, suspend a Director from attending and voting at Board

meetings as a result of a major infraction alleged to have been committed by such Director, in violation of the Association's code of conduct, or similar Policies, pursuant to a formal complaint, where the nature and severity of such alleged infraction is sufficiently serious to warrant the Director's suspension from the Board until the earlier of such time as the Board has had a sufficient opportunity to investigate and make a determination upon the complaint or the next Members' Meeting at which the Members may, in their sole discretion, elect to remove or retain such Director.

## **ARTICLE 11 COMPOSITION OF THE BOARD**

### **11.1 Responsibilities of Directors**

The below list of duties covers the main responsibilities of each Board position but is not all-inclusive. Additional duties as well as realignment of duties may be assigned as agreed by the Board. The Directors assigned to the below positions shall work closely with the Local League Organizations to ensure a high level of collaboration and transparency is present with such Local League Organizations.

### **11.2 President**

The President shall be in charge of the day-to-day general management and supervision of the affairs of the Association including:

- a) Preside as the Chair, preserve order, and shall decide questions of order at all meetings of the Association;
- b) have the right to vote on matters brought before the Board and, when the Board members are equally divided on matters, shall have the deciding vote;
- c) be the figurehead and represent the Association in the Community;
- d) report regularly to the Board on matters of interest;
- e) convene the Executive Officers in emergencies or in situations requiring immediate decision or action on the part of the Association, either with or without consultation of the remainder of the Board;
- f) serve on the Coach Selection Committee;
- g) appoint all committees when insufficient volunteers are available and be an ex-officio member of all Committees except for the Coach Selection Committee;
- h) delegate tasks as necessary.

### **11.3 Vice-President**

The Vice-President shall assist the President in the discharge of their duties including

- a) perform the duties of the Present in the event of the President's absence or illness;
- b) serve on the Coach Selection Committee in the absence of the President;
- c) act as Chair on at least one standing committee;
- d) be the primary contact for and attend all meetings of the SHL;

### **11.4 Secretary**

The Secretary shall act as the clerk of the Association whose duties include:

- a) attending all meetings of the Association, and recording all the facts and minutes of all proceedings in the books kept for that purpose;
- b) be the custodian of all books, papers, records, correspondence, contracts, and other documents belonging to the Association;
- c) in the absence of the President and the Vice-President, preside over the Board meeting and appoint a Secretary for the meeting.

### **11.5 Treasurer**

The Treasurer's duties shall include:

- a) keeping full and accurate accounts of all receipts and disbursements of the Association, and shall deposit all moneys or other valuable effects in the name of and to the credit of the Association in such financial institutions as may be designated by the Board, and shall disburse the funds of the Association under the direction of the Board;
- b) report at all Board Meetings, or whenever required, an account of all transactions and of the financial position of the Association including a budget status;
- c) present a year-to-date financial statement and projected financial position for the current year at the Annual Meeting;
- d) evaluate, review, and recommend financial policy to the Board;
- e) prepare a budget for the Association for the next fiscal year for submission to the Board for approval;

- f) make records available to the Supervisory Committee and Auditor's for review

#### **11.6 Sponsorship / Fundraising Director**

The Sponsorship / Fundraising Directors duties shall include:

- a) lead the Sponsorship and Fundraising Committee
- b) develop and maintain a sponsorship and fundraising strategy
- c) collaborate with the local associations to ensure the Association's strategies are aligned and Sponsors are not being contacted by multiple Association contacts;
- d) maintain a list of all Sponsors and their contributions
- e) develop and maintain a Sponsorship recognition plan

#### **11.7 Equipment Manager**

The Equipment Manager's duties shall include:

- a) maintain an inventory of all equipment owned by the Association;
- b) be responsible for the availability of adequate equipment for all teams, and storage of the equipment;
- c) accept and forward requests to the board regarding other organizations or individual's requests to make use of Association equipment;
- d) recommend policy to the Board regarding purchasing of equipment;
- e) communicate to coaches their responsibility for their team jerseys and all related equipment;
- f) recommend the sale of used equipment and jerseys to the Board;
- g) form an ad hoc committee to assist with the handing out of jerseys or equipment.

#### **11.8 Coach Coordinator Director**

The Coach Coordinator Director duties shall include:

- a) gather and review all head coach applications for completeness
- b) serve as chair of the Coach Selection Committee and make recommendations to the Board for appointing a head coach for each team.

- c) prepare and deliver a Coaches meeting at the beginning of the season to review requirements and expectations
- d) assist in recruiting team officials for each team;
- e) ensure all coaching staff have completed required certifications and training, as set out by OMHA;
- f) act as a resource and mentor coaching staff throughout the season

#### **11.9 Tournament / Special Events Coordinator**

The Tournament / Special Events Coordinator's duties shall include:

- a) apply for all OMHA tournament sanction permits as required;
- b) coordinate all activities concerning Association sanctioned tournaments, and ensure OMHA tournament regulations are followed;
- c) present a financial report for each tournament to the Board;
- d) act as chair of the Tournament Committee;
- e) recommend policy to the Board regarding Association sanctioned tournaments

#### **11.10 Player Development Director**

The Player Development Director's duties shall include:

- a) assessing and addressing the specific skill development needs of the Association
- b) obtaining proposals from various skill and development agencies;
- c) working with the Ice Schedule Convenor to obtain ice time for development sessions;
- d) coordinating with the local associations' Player Development Coordinators to maximize value and player opportunities;

#### **11.11 Ice Convenor**

The Ice Convenor's duties shall include:

- a) assess the ice requirements for the Association and shall enter contracts with the East Elgin Community Complex to meet these needs;

- b) apportion the ice and times in a fair and equitable manner and present a report regarding ice schedule to the Board;
- c) report any discrepancies of ice times recommendations to resolve the matter to the President
- d) liaise with the OMHA Rep, Local Ice Convenor, and the Referee in Chief;
- e) recommend policy to the Board regarding ice scheduling;
- f) represent the interests of the Association in SHL game scheduling

#### **11.12 Registrar**

The Registrar's duties shall include:

- a) oversee the registration process;
- b) maintain a membership list of Association;
- c) working with the local Registrar's to support the transition of local league player registrations;
- d) recommend policy to the Board regarding registration;
- e) Act as chair of the Registration Committee;
- f) Serve on the Complaint Committee;
- g) Oversee any required refunds.
- h) Ensure local league members are registered to the correct local league organization
- i) Oversee any issues related to player movement

#### **11.13 OMHA Rep / Referee and Timekeeper Coordinator**

- e) be the primary contact for and attend all meetings of the OMHA;
- f) represent the interests of Association in SCMHL or SHL game scheduling;
- g) be the contact in all matters of discipline stemming from game play;
- h) liaise between the OMHA and the Board;
- i) ensure that each Representative Team Coach has a copy of the OMHA rules and regulations;
- j) ensure scores for all league games are reported

- k) recommend policy to the Board regarding Representative League operations;
- l) schedule referees and timekeepers
- m) send records of payment to the Treasurer;
- n) recruit, train, monitor, and evaluate the performance of timekeepers;
- o) ensure refereeing and timekeeper complaints are addressed and solved in a timely fashion;
- p) recommend policy to the Board regarding referees and timekeepers, including an estimation of fees;

**11.14** If the Articles provide for a fixed number of Directors on the Board, the Voting Members may, by a special resolution, increase or decrease the number of its Directors by amending the Articles, provided however, that the number of Directors each Party is entitled to appoint to the Board with voting rights shall remain equal at all times between the Parties. If the Articles provide for a minimum and maximum number of Directors, the Voting Members may by a special resolution, increase or decrease the number of Directors within such minimum and maximum range; provided however, that the number of Directors that Aylmer Minor Hockey and Belmont Minor Hockey appoint to the Board with voting rights shall remain equal at all times between the Parties. If the Voting Members have, by a special resolution or a provision in the Articles, empowered the Board to increase or decrease the number within the minimum and maximum range provided for in the Articles, the Board may increase or decrease the number of Directors from time to time within such range. Any change to the number of Directors under this Section 11.14 shall be in accordance with the Act..

**11.15** The Board may appoint such assistant(s) to the Directors as the Board may determine by resolution from time to time.

## **ARTICLE 12 EMPLOYEES OF THE ASSOCIATION**

### **12.1 Retention of Employees**

Recognizing that the Association is operated as a not-for-profit organization by volunteers, provisions shall be available for the Association to employ staff to fill critical administrative duties where there are no volunteers available to perform those duties. The Board shall have the power to hire staff, and where need be to terminate the employ of staff.

**12.2** The hiring and termination of all Association staff must be approved by the Board. Any employee(s) hired will be accountable to the President, or their designate. No Director of the Association may be hired as an employee of the Association. Without limiting the generality of the foregoing, the Association will retain staff where necessary.

## ARTICLE 13 AUTHORITY OF THE ASSOCIATION

### 13.1 Powers and Jurisdiction

- 13.2** Except as otherwise provided in these By-laws, the Board may exercise any of the powers and authority granted to the Board under the Act or any other statutes or laws as may be applicable from time to time.
- 13.3** Without limiting the generality of the foregoing, pursuant to the Agreement, the Local League Organizations transferred exclusive jurisdiction over operational issues associated with the administration of a shared Representative Team hockey program to the Association, including applicable OMHA related program obligations, as well as certain mutually agreed upon business issues of a shared nature, to be directed and controlled on behalf of the Local League Organizations by the Board.
- 13.4** Those issues falling within the exclusive jurisdiction and control of the Association are described as follows:
- (a) All issues involving the administration of a centrally managed and jointly administered Representative Team hockey program on behalf of the Parties.
  - (b) Operation of a centrally administered player registration process, allowing eligible players to register with the Association as a newly created Representative Team hockey Centre, through HC.
  - (c) Implementation of a consistent registration and player fee structure for both the Representative Team and Local League hockey operations of the Parties.
  - (d) Management of a centralized treasury and finance function, for all applicable player registration and team-related fees, with an internal allocation of pro-rated fees to the Local League Organizations on a per capita player basis.
  - (e) Exclusive point of contact and decision maker for both the Representative Team and Local League hockey programs operated by the Parties, for all governance-related, insurance, program compliance, and regulatory issues involving the OMHA, SHL, OHF, HC, and any applicable AAA affiliate, including the right to exercise all voting, delegate selection, appeal, and player movement/release rights on behalf of both the Association and the Parties.
  - (f) Responsibility for all matters involving player residency, player movement, Affiliated Player (AP) opportunities, territorial agreements/disputes with surrounding Associations, borders, centre point determination, travel permits, and affiliation rights to any other organizations.



- (g) Selection and appointment of all Representative Team hockey coaches and support staff.
- (h) Administration of Representative Team hockey tryout process.
- (i) Responsibility for all Risk Management, Safety, OMHA Code of Conduct, Respect in Sport, and disciplinary matters involving both the Representative Team and Local League hockey operations of both Parties.
- (j) Administration of a centrally managed equipment and uniform purchasing function on behalf of the Representative Teams.
- (k) Responsibility for negotiating and securing favorable municipal ice contracts on behalf of the Representative Team and Local League hockey operations of both Parties, as well as responsibility for administering any ice allocation and scheduling functions required by the Parties.
- (l) Responsibility for administering a jointly administered tournament function on behalf of the Representative Teams.
- (m) Responsibility for player Skill Development and Coaching Qualification and development for all Representative Teams and Local League teams.

**13.5** Those issues remaining within the jurisdiction of Aylmer Minor Hockey and Belmont Minor Hockey to be managed at the Local League level are described as follows:

- (a) Day-to-day management and administration of Local League teams.
- (b) Selection and appointment of Local League coaches and support staff.
- (c) Local League Skill Development Initiation Programs (IP).
- (d) Local League equipment, uniform, team and fan wear purchases and administration.
- (e) Independent participation in LMLL matters, including the right to appoint a separate Local League delegate to LMLL meetings.
- (f) Local League community matters involving volunteers, sponsors, fundraising and special events.
- (g) Ongoing financial independence regarding the use of Local League-owned assets, equipment, and segregated monetary reserves not specifically allocated by the Local League Organizations for shared use by the Association.

**13.6** For greater clarity, Aylmer Minor Hockey and Belmont Minor Hockey agree to be exclusively governed and bound by those decisions of the Association's Board on all

issues set out in Section 13.4 above, and the Association shall respect those decisions made by Aylmer Minor Hockey and Belmont Minor Hockey on all matters of a strictly local nature, as set out in Section 13.5 above.

- 13.7** For the purposes of these By-laws, the division of jurisdictional responsibilities enumerated by the Parties in the Agreement are expressly incorporated by reference into these By-laws.

### **13.8 Rules of Operation & Association Policy**

The Board shall have the power to pass all necessary rules, Policies and regulations as deemed expedient by the Board, related in any way to the day-to-day operations and affairs of the Association, including without limitation, the conduct of Members, Directors, Officers, employees and volunteers, team operations, tryouts, coaching selection, ice time, player movement, registration, fees, fundraising, safety, ethics and discipline, member teams and guests, provided such rules, policies and regulations are not otherwise inconsistent with the Articles and these By-laws.

## **ARTICLE 14 MANAGEMENT OF THE ASSOCIATION**

### **14.1 Regular Board Meetings**

The Board of the Association shall meet regularly at least once a month and, if a meeting of the Board is not held during any one (1) month period, the President may call a meeting of the Board on at least five (5) Business Days prior written notice to the other Directors. At each meeting of the Board, unless waived unanimously by the Board, the President shall report fully to the Board with respect to the current status of the operations of the Association and with respect to all major developments or planned actions involving the Association and the Treasurer shall present to the meeting complete current financial information with respect to the Association and such other information as may be requested by the Board.

### **14.2 Special Board Meetings**

Special Board meetings may be called by the President or a Vice-President in the absence of the President or on petition in writing to the Secretary signed by any three (3) Directors. Business transacted at a Special Board meeting shall be limited to that specified in the notice calling the meeting.

### **14.3 Notice of Board Meetings**

- (a) Notice of all Board meetings shall be communicated to all Directors at least five (5) days in advance of the meeting, unless all Directors agree to the calling of a meeting on shorter notice or the Board meeting is held on a regular day or date each month or immediately following a Members' Meeting;
- (b) Notice shall include a tentative agenda in the case of a regular Board meeting and shall specify the business to be conducted in the case of a special Board meeting.

- (c) No formal notice of any Board meeting shall be necessary if all the Directors are present or if those absent signify their consent to the meeting being held in their absence.

#### **14.4 Error in Notice**

No error or omission in giving notice for a Board meeting shall invalidate such meeting or invalidate or make void any proceedings taken at such meeting, and any Director may at any time waive notice of any such meeting and may ratify and approve of any or all proceedings taken or had thereat.

#### **14.5 Adjournment of Board Meetings**

Any Board meeting may be adjourned at any time and from time to time and such business may be transacted at such adjourned meetings as might have been transacted at the original meeting from which such adjournment took place. No notice shall be required of any such adjournment.

#### **14.6 Quorum**

A quorum for the transaction of business at all meetings of the Board shall consist of at least half of the elected Board plus one (1) in person or by such telephone, electronic, or other communication facilities permitted, provided that there shall be no fewer than three (3) Directors elected or appointed by each Voting Member present. If a quorum is not present at any meeting, the meeting shall either be adjourned to a fixed date or may be reconvened upon two (2) Business Days' notice to all of the Directors, at which reconvened meeting the quorum shall be a majority of Directors.

#### **14.7 Electronic/ Telephone Meetings**

At the discretion of the President, any or all Directors may participate in a meeting of the Board by means of such telephone, electronic, or other communication facilities as permit all persons participating in the meeting to hear and communicate with each other simultaneously and a Director participating in such a meeting by such means is deemed to be present at the meeting.

#### **14.8 Accountant and Audit Requirements**

Subject to the requirements and waivers available under the Act, on an annual basis, the Board shall appoint an accountant of the Association to conduct an independent audit or review of the Association's financial books, records and statements. The audit report or review engagement of the accountant shall be finalized within six (6) months of the Association's financial year end, and delivered to the Board for approval, then made available to the Members for inspection upon request, and shall otherwise be presented annually to the Local League Members of Aylmer Minor

Hockey and Belmont Minor Hockey during the course of their respective annual membership meetings.

#### **14.9 Matters Requiring Special Consent of the Members**

Subject to the Act, no decision will be made and no action taken by or with respect to the Association concerning the following special matters, without the express consent of Aylmer Minor Hockey and Belmont Minor Hockey:

- a. any change to the Association's Articles or By-laws;
- b. any action that may lead to or result in a material change in the purposes and/or objects of the Association;
- c. the borrowing of any money in excess of \$10,000;
- d. the making or incurring of any single capital expenditure in excess of \$10,000;
- e. the granting of any encumbrances on the assets of the Association;
- f. the taking of any steps to wind up or terminate the corporate existence of the Association;
- g. the entering into of a partnership, union of interests, joint venture or reciprocal concession with any person, corporation or organization;
- h. altering the Association's borders, territory, center point, or AAA affiliation;
- i. the entering into of an amalgamation, merger, or consolidation with any other association or body corporate; or
- j. any change in the number or representation of Directors.

#### **14.10 Elected Directors Voting on Matters Requiring Special Consent**

(a) For the purposes of those matters specifically requiring the special consent of both Voting Members as defined in Section 14.9, the Twelve (12) elected Directors representing Aylmer Minor Hockey and Belmont Minor Hockey shall act as the Delegates representing their respective Local League Organizations. Such Delegates shall be entitled to vote on such matters, which shall require a majority of the Delegates of Aylmer Minor Hockey and Belmont Minor Hockey to vote in favour of such a resolution.

(b) For the purposes of those matters requiring special consent set out in 14.9 above, the Delegates representing Aylmer Minor Hockey, and Belmont Minor Hockey must first bring any

proposed amendments to an annual or special meeting of the Members of each Local League Organization, at which the Local League Members must approve and authorize such amendment by special resolution of those Local League Members eligible to approve such change.

#### **14.11 Remuneration and Expenses**

Board members shall serve without remuneration and no Director shall directly or indirectly receive any remuneration, salary or profit from his or her position as a Board member or for any service rendered to the Association. The Board may establish Policies relating to the reimbursement of the Board members for reasonable out-of-pocket expenses incurred in the performance of their duties as members of the Board of the Association, including attending meetings of the Board or any committee of the Board, and may issue honorariums as approved by the Board.

#### **14.12 Directors and Officers Insurance**

The Association shall, if determined by the Board, arrange directors' and/or officers' liability insurance coverage for the Directors and/or Officers of the Association on terms and conditions and in an amount acceptable to the Board.

#### **14.13 Indemnification**

The Association shall indemnify each Director and his or her heirs and legal representatives against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him or her in respect of any civil, criminal or administrative proceeding to which he or she is made a party by reason of being or having been a Director of the Association provided (i) he or she acted honestly and in good faith with a view to the best interests of the Association; and (ii) in the case of a criminal or administrative proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing that his or her conduct was lawful.

#### **14.14 Member Consent**

Any resolution in writing signed by all of the Delegates of a particular Voting Member shall be deemed to constitute the consent of that Voting Member to such written resolution, and any matter recorded in the minutes of a meeting of the Voting Members as having been approved or agreed upon, by resolution or otherwise, shall, subject to any contrary intention being indicated in the minutes, be deemed to have been consented to by a particular Voting Member.

#### **14.15 Conflict of Interest**

(a) Every Director who directly or indirectly has an interest in a proposed or existing contract or transaction or other matter relating to the Association shall make a full and fair declaration of the nature and extent of the interest at a Board meeting.

(b) The declaration of a conflict of interest shall be made at the Board meeting at which the question of entering into the contract or transaction or other matter is first taken into consideration

or, if the Director is not at the date of that Board meeting interested in the proposed contract or transaction or other matter, at the next Board meeting held after the Director assumes the office.

(c) After making such a declaration, no Director shall vote on such a contract or transaction or other matter, nor shall he or she be counted in the quorum in respect of such a contract or transaction or other matter.

(d) If a director has made a declaration of an interest in a contract or transaction or other matter in compliance with this Section, the Director is not accountable to the Association for any profit realized from the contract or transaction or other matter.

(e) If a Director fails to make a declaration of interest in a contract or transaction or other matter in compliance with this Section, the Director shall account to and reimburse the Association for all profits realized, directly or indirectly, from such contract or transaction or other matter.

#### **14.16 Confidentiality**

Every Director and Officer of the Association shall respect the confidentiality of matters brought before the Board for consideration in camera.

### **ARTICLE 15 VOTING OF DIRECTORS**

**15.1** All questions arising at any meeting of the Board shall be decided by a simple majority of votes by those Directors in possession of voting rights. Votes may be taken by secret ballot if requested by any Director present, but in the absence of any such demand, votes shall be by a show of hands for or against. In routine matters dealing with day-to-day operational issues, the President shall have a tie-breaking vote on the Board.

**15.2** In matters involving a material difference of opinion between the Parties involving the terms of the Agreement or these By-laws, including those matters requiring the special consent of Voting Members, should there be a deadlock between the Directors with voting rights appointed by Aylmer Minor Hockey and those Directors appointed by Belmont Minor Hockey, the Board shall appoint a mutually agreeable representative of the OMHA to act as mediator in an attempt to resolve the impasse.

**15.3** Should no mutually agreeable resolution be reached, the mutually appointed OMHA Representative shall cast the tie-breaking vote. The results of such a decision shall be considered to be final and conclusive and no right of appeal shall apply.

### **ARTICLE 16 COMMITTEES OF THE BOARD**

**16.1** The following Committees shall be Standing Committees of the Board of the Association:

(a) Executive Committee;

- (b) Finance and Budget Committee;
- (c) Representative Hockey Operations Committee;
- (d) Local League Operations Committee;
- (e) Equipment Committee;
- (f) Coaching Selection/Evaluation Committee
- (g) Risk Management, Discipline and Ethics Committee
- (h) Registration Committee

**16.2** Nothing in this By-law shall be construed to limit the ability of the Board from abolishing or creating Standing Committees by By-law or from establishing such ad hoc committees or subcommittees by Board resolution as may be desired or required from time to time.

**16.3 Executive Committee**

- (a) The Executive Committee shall consist of the President who shall Chair the committee, the Vice President, the Secretary, the Treasurer and the Registrar. This Committee shall be responsible for the day-to-day management of the affairs of the Association, including monitoring of all Committees to ensure all Policies of the Association are being complied with.
- (b) The Executive Committee shall:
  - (i) during the intervals between Board meetings, take action in relation to any matter of any nature within the power and the authority of the Board, which requires immediate attention before the date of the next Board meeting. Such action shall not involve any change of policy or the authorization of unbudgeted expenditures, and any action taken shall be submitted to the Board for ratification at the next Board meeting;
  - (ii) review recommendations and proposals prior to such recommendations or proposals being submitted to the Board for resolution;
  - (iii) recommend policy to the Board regarding management and administrative issues related to the Association;
  - (iv) deal with any other matters assigned to it by the Board or by the President.

#### **16.4 Finance and Budget Committee**

- (a) The Finance and Budget Committee shall be Chaired by the Vice President and shall consist of the Treasurer, the Fundraising and Sponsorship Director, and the Registrar. Additional Directors, staff or non-voting members may be called on to provide budget input.
- (b) The Finance and Budget Committee shall:
  - (i) Prepare a budget for the Association not later than January 30<sup>th</sup> in each year, for the next fiscal year for submission to the Board for approval;
  - (ii) Consult with all Committees of the Board to receive estimates of revenues and expenditures for the next fiscal year of the Association for purposes of preparing the Budget;
  - (iii) Recommend policy to the Board regarding financial budgeting and planning for the Association.
  - (iv) Provide monthly reports to be presented at the board meetings
  - (v) Provide a year-end report to be presented at the Annual Meeting

#### **16.7 Representative Hockey Operations Committee**

- (a) The Representative Hockey Operations Committee shall consist of the President, the Vice President, the two (2) Rep Convenors, and the Coach Coordinator Director. This committee will be rotated on a two-year rotation.
- (b) The Representative Hockey Operations Committee shall:
  - (i) provide oversight and support for the Representative Hockey Teams pursuant to the Policies of the Association;
  - (ii) establish and monitor Policies relating to Representative Hockey Operations provided that such Policies shall be and remain consistent with all other Policies of the Association;
  - (iii) recruit and train volunteers to perform the functions required to operate the Representative Hockey Teams;



- (iv) provide management and support for the Representative Team tryout process, including the selection of an independent panel to objectively assess players;
- (v) provide management and support for the Representative Team coaching selection process, in accordance with the Association's Policies; and
- (vii) recommend policy to the Board regarding Representative Hockey Operations.

#### **16.8 Fundraising Committee**

- (a) The Fundraising Committee shall be Chaired by the Fundraising/ Sponsorship Director, in addition, can consist of any number of individuals who are not Directors of the Association.
- (b) The Fundraising Committee shall:
  - (i) Recruit and train volunteers to perform the functions required for voluntary fundraising for the Association;
  - (ii) set up an accurate recording system covering income and disbursements relating to fundraising for delivery to the Treasurer;
  - (iii) actively pursue new fundraising projects and community/team related social events under the oversight of the Fundraising Director;
  - (iv) manage and supervise current fundraising endeavours and social events;
  - (v) recommend policy to the Board regarding volunteer fundraising.

#### **16.9 Discipline and Ethics Committee**

The Discipline & Ethics Committee shall consist of the OMHA Rep, the President, the Vice President and any additional directors as required.

The Discipline & Ethics Committee shall:

- (i) implement and enforce all OMHA Risk Management Programs;
- (ii) review all complaints and situations received by the Association involving officials, players, Directors, parents, participants, Local League Members, volunteers, on and off ice officials, etc. that fall under the guidelines of the OMHA Code of Conduct, OMHA, Hockey Canada and OHF Rules and Regulations, and applicable Risk Management Programs;

- (iii) conduct investigations and formal hearings as necessary in accordance with applicable Association and OMHA/OHF and HC policies;
- (iv) seek to mediate and resolve conflicts between program participants in an amicable manner, where possible;
- (v) recommend and impose remedial action and disciplinary sanctions against those program participants found to be in breach of applicable policies, where warranted; and
- (vi) carry out other duties as assigned by the Board, Executive Committee, or the President.

#### **16.10 The Coaching Selection/Evaluation Committee**

(a) The Coaching Selection/Evaluation Committee shall be chaired as per section 11.10. The Coaching Selection Committee shall consist of the Coach Development Director plus any neutral parties at the discretion of the committee being equally represented from each of the Parties.

(b) The Coaching Selection Committee shall consist of an equal number of Committee members from the Local League Organizations. The Committee shall be responsible for preparing a Coaching Selection Policy for consideration and approval by the Board to assist in the fair and objective selection of skilled and competent Representative Team Coaches.

(c) The Coaching Selection Committee shall be responsible for implementing a Rep Coach Selection Process in accordance with the Coaching Selection Policy, conducting an evaluation and interview of qualified candidates, determining the most suitable Head Coach candidate for each Team under consideration as well as their supporting Bench Staff, and nominating such candidates to the Board for final ratification and approval.

(d) The Coaching Selection Committee shall provide day to day managerial oversight, development, mentoring and support to Rep Team Coaches, helping to ensure their adherence to applicable rules, implementation of Hockey Canada skill curriculum elements into player development and practice plans, and assisting Coaches to achieve and maintain their credentials through workshops and training; coordinate with the OMHA concerning applicable coaching certification, evaluation and training program, and provide any necessary information to the Association and its volunteers for the purposes of training and developing highly skilled Coaches;

### **ARTICLE 17 TERRITORY AND BORDERS**

**17.1** The Association shall maintain a combination of consolidated borders and right of way areas for the purposes of OMHA Representative Team hockey territorial rights, encompassing, as recognized and/or amended by the OMHA from time to time.

**17.2** For greater certainty, and unless otherwise amended by the Board in agreement with surrounding Centres and as approved by the OMHA, the applicable territorial and borders for the Association shall be as described in **Schedule “A”** to these By-laws.

#### **ARTICLE 18 CENTRE POINT**

**18.1** The Voting Members have mutually agreed upon an acceptable Centre Point for the Association, as agreed to and sanctioned by the OMHA. Until otherwise altered or amended by the Board and the OMHA, the Centre Point for the Association shall be **the intersection of Lyons Line and Imperial Road.**

#### **ARTICLE 19 TEAM NAME AND OFFICIAL COLOURS**

**19.1** The Voting Members have selected the team name East Elgin Attack with a uniform colour scheme of red and white. Any future changes or alterations shall remain distinct from the current branding of Aylmer Minor Hockey and Belmont Minor Hockey.

#### **ARTICLE 20 AAA AFFILIATION RIGHTS**

**20.1** Unless otherwise altered or amended by the Board and the OMHA, the Association’s players shall have the right to affiliate for AAA hockey opportunities. Eligible Registered Players with the Association will have AAA Affiliation Rights with the AAA centre that each Party was affiliated with immediately prior to entering into the Agreement.

#### **ARTICLE 21 EXECUTION OF DOCUMENTS**

##### **21.1 Execution of Documents:**

The Board may from time to time appoint any Director or Directors or any person or persons on behalf of the Association, either to sign documents generally or to sign specific documents. The corporate seal of the Association, when required, shall be affixed to documents executed in accordance with the foregoing.

##### **21.2 Books and Records:**

The Board shall ensure that all necessary books and records of the Association required by the By-laws of the Association, the Act or by any other applicable statute are regularly and properly maintained and any contracts or agreements are filed for safekeeping.

#### **ARTICLE 22 FINANCIAL YEAR**

**22.1** The financial year of the Association shall terminate on May 30<sup>th</sup> in each year or such other date as the Board may from time to time by resolution determine.

## **ARTICLE 23 BANKING ARRANGEMENTS**

### **23.1 Banking Resolution**

The Board shall designate, by resolution, the Directors (minimum of three with one Director representing each Party) and other persons authorized to transact the banking business of the Association, or any part thereof, with the bank, trust company, or other corporation carrying on a banking business that the Board has designated as the banker of the Association, to have the authority to set out in the resolution, including, unless otherwise restricted, the power to:

- a) operate the accounts of the Association with a bank or a trust company;
- b) make, sign, draw, accept, endorse, negotiate, lodge, deposit or transfer any of the cheques, promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money;
- c) issue receipts for and orders relating to any property of the Association;
- d) authorize any officer of the bank or trust company to do any act or thing on behalf of the Association to facilitate the business of the Association.

### **23.2 Deposit of Securities**

The securities of the Association shall be deposited for safekeeping with one or more banks, trust companies, or other place or places of safekeeping to be selected by the Board. Any and all securities so deposited may be withdrawn, from time to time, only upon the written order of the Association signed by such Director or Directors, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the Board, and such authority may be general or confined to specific instances. The institutions which may be so selected as custodians of the Board shall be fully protected in acting in accordance with the directions of the Board and shall in no event be liable for the due application of the securities so withdrawn from deposit or the proceeds thereof.

## **ARTICLE 24 BORROWING BY THE ASSOCIATION**

### **24.1 Borrowing Power:**

Subject to the limitations set out in the Articles, the Agreement, By-laws or Policies of the Association, the Board may by resolution authorize the Association to:

- (a) borrow money on the credit of the Association;
- (b) issue, sell or pledge securities of the Association; or
- (c) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Association, including book debts, rights, powers, franchises and undertakings, to secure

any securities or any money borrowed, or other debt, or any other obligation or liability of the Association.

#### **24.2 Borrowing Resolution:**

From time to time, the Board may authorize any Director or Officer of the Association or any other person to make arrangements with reference to the monies so borrowed or to be borrowed and as to the terms and conditions of any loan, and as to the security to be given therefore, with power to vary or modify such arrangements, terms and conditions, and to give such additional security as the Board may authorize, and generally to manage, transact and settle the borrowing of money by the Association.

### **ARTICLE 25 NOTICE**

#### **25.1 Computation of Time:**

In computing the date when notice must be given under any provision of this By-law requiring a specified number of days' notice of any meeting or other event, the date of giving the notice is excluded, unless otherwise permitted under the Act.

#### **25.2 Omissions and Errors:**

The accidental omission to give notice of any meeting of the Board or Members or the non-receipt of any notice by any Director or Member or by the auditor of the Association or any error in any notice not affecting its substance does not invalidate any resolution passed or any proceedings taken at the meeting. Any Director, Member or the auditor of the Association may at any time waive notice of any meeting and may ratify and approve any or all proceedings taken thereat.

#### **25.3 Method of Giving Notice:**

Whenever any notice, communication, or other document is required or permitted under any provision of the Act, Articles, By-laws, or otherwise by the Association to any Member, Director, Officer, auditor, or member of a committee of the Board of the Association shall be sufficiently given if (i) sent by electronic mail (email) or by a recognized overnight courier service, or (ii) personally delivered to the person to whom it is to be given or to his or her recorded address, or (iii) sent by prepaid ordinary mail to such person at his or her recorded address. A notice sent by electronic mail or a recognized overnight courier service shall be deemed to have been received on the next Business Day following such delivery. A notice personally delivered shall be deemed to have been delivered immediately upon personal delivery. A notice sent by prepaid ordinary mail shall be deemed to have been given when deposited in a post office or public letter box and shall be deemed to have been received on the fifth (5th) Business Day after mailing. The Secretary or, in the absence of the Secretary, any other Officer of the Association, may change or cause to be changed the recorded address of any Member, Director, Officer, auditor or member of a committee of the Board of the Association in accordance with any information believed by such Officer to be reliable. The declaration by the Secretary, or any other Officer of the Association, that notice has been given

pursuant to this By-law shall be sufficient and conclusive evidence of the giving of such notice. The recorded address of a Director shall be his or her latest address as shown in the records of the Association or in the most recent notice filed under the Act, whichever is the more current.

## **ARTICLE 26 PASSING AND AMENDING BY-LAWS**

- 26.1** The Board may recommend amendments to the By-laws of the Association from time to time, to the Voting Members.
- 26.2** If the Board intends to discuss any amendment of the By-laws of the Association at a Board meeting, written notice of such intention shall be sent by the Secretary to each Director not less than ten (10) days before such meeting. Where such notice is not provided, any recommendation to amend the By-laws may nevertheless be moved at the meeting, and discussion and voting thereon adjourned to the next meeting for which written notice of intention to pass or amend such By-laws shall be given.
- 26.3** A By-law or an amendment to a By-law recommended by the Board shall be presented for adoption at the next Members' Meeting. The notice of such Members' Meeting shall refer to, describe, and explain the By-law or amendment(s) to the By-law to be presented at the Members' Meeting.
- 26.4** A Motion to amend the By-laws recommended by the Board or proposed by a Member at a Members' Meeting called for that purpose must be approved by a combined majority of the Delegates representing both Aylmer Minor Hockey and Belmont Minor Hockey, present at such Members' Meeting. Prior to approving an amendment to the By-laws, the Delegates of both Aylmer Minor Hockey and Belmont Minor Hockey shall first obtain the approval of their respective individual members, in accordance with their Local League Organization's constitution and by-laws.
- 26.5** The Delegates at the Members' Meeting may confirm the proposed By-law or amended By-law as presented or amend or reject the proposed By-law or amended By-Law.

## **ARTICLE 27 REPEAL OF PRIOR BY-LAWS**

### **27.1 Repeal**

All prior by-laws of the Association are hereby repealed as of the coming into force of these By-laws.

### **27.2 Proviso**

The repeal of all prior by-laws of the Association shall not impair in any way the validity of any act or thing done pursuant to any such repealed by-law.

**ARTICLE 28 EFFECTIVE DATE**

- 29.1** This By-law shall come into force without further formality upon its enactment after approval by the Voting Members of the Association as hereinbefore set out.
- 29.2** The foregoing By-law No. 1 is hereby enacted, ratified, sanctioned, confirmed and approved without variation by the affirmative vote of the Voting Members of the Association at a Members' Meeting of the Association duly called and held in \_\_\_\_\_, Ontario, on \_\_\_\_\_, at which a quorum was present.

\_\_\_\_\_  
**President of Aylmer MHA**

\_\_\_\_\_  
**President of Belmont MHA**

## **SCHEDULE "A"**

### **TERRITORY AND BOUNDARIES**

#### **EAST ELGIN MINOR HOCKEY ASSOCIATION**

The below hard boundaries of Aylmer Minor Hockey and Belmont Minor Hockey shall be brought together to form the territory of East Elgin Minor Hockey:

##### **Aylmer Minor Hockey Boundary**

The playing rights of all players, on both sides of the road and inside of the travelled path identified below, shall be that of AMHA and of East Elgin Minor Hockey:

##### **Aylmer Minor Hockey East Boundary**

Starting point: Lake Erie straight south of the intersection of Nova Scotia Line and Richmond Road  
Head North on Richmond Road to Heritage Line  
Head East on Heritage Line Culloden Road  
Head North on Culloden Road to Eden Line  
Head West on Eden Line to Springer Hill Road  
Head North on Springer Hill Road to Pressey Line  
Head West on Pressey Line to Pigram Road  
Head North on Pigram Road to Ron McNeil Line (52)  
Head West on Ron McNeil Line (52) to Putnam Road  
Head North on Putnam Road to Century Line

##### **Aylmer Minor Hockey North Boundary**

Head West on Century Line to Newell Road  
Head South on Newell Road to Ron McNeil Line  
Head West on Ron McNeil Line to Rogers Road  
Head South on Rogers Road to Glencolin Line  
Head West on Glencolin Line to Springwater Road

##### **Aylmer Minor Hockey West Boundary**

Head South on Springwater Road to Talbot Line  
Head East on Talbot Line to Rogers Road  
Head South on Rogers Road to John Wise Line  
Head East on John Wise Line to Imperial Road  
Head South on Imperial Road to Jamestown Line  
Head West on Jamestown Line to Mervis Drive  
Head South on Mervis Drive to Wales Crescent  
Head West of Wales Crescent to Mervis Drive  
Head South on Mervis Drive to Nova Scotia Line (including the entire West end of Nova Scotia Line)  
Head East on Nova Scotia Line to Imperial Road  
Head South on Imperial Road to Lindley Street  
Head South on Lindley Street to Lake Erie



### **Aylmer Minor Hockey South Boundary**

North Shore of Lake Erie

### **Belmont Minor Hockey Boundary**

The playing rights of all players, on both sides of the road and inside of the travelled path identified below, shall be that of BMHA and of East Elgin Minor Hockey:

#### **Belmont Minor Hockey North Boundary**

Yorke Line – From Dorchester Road to Belmont Road (74) - Westminster Drive – From Westchester Bourne (74) to Old Victoria Road

#### **Belmont Minor Hockey West Boundary**

Old Victoria Road – From Westminster Drive to Willsie Bourne - Yarmouth Centre – From Willsie Bourne to Thomson Line - Mortensen Road – From Thomson Road to Ferguson Line

#### **Belmont Minor Hockey South Boundary**

Willsie Bourne – From Old Victoria Road to Yarmouth Centre - Thomson Line – From Yarmouth Centre to Mortensen Road - Ferguson Line – From Mortensen Road to Belmont Road (74) - Wilson Line – Belmont Road (74) to Dorchester Road

#### **Belmont Minor Hockey East Boundary**

Belmont Road – From Ferguson Line to Wilson Line - Dorchester Road – From Wilson Line to Yorke Line - Belmont Road – From Yorke Line to BELMONT VILLAGE LIMIT - BELMONT VILLAGE LIMITS - Westchester Bourne – From BELMONT VILLAGE LIMIT to Westminster Drive

**SCHEDULE "B"**

**ROTATION OF BOARD ELECTIONS**

The established Board election schedule below is designed to allow continuity of operations for the Association. Six (6) directors will be elected from each Local League Organization to complete the twelve (12) Board positions that will come up for re-election each year. Subject to these By-laws, the term of each Board position shall be two (2) years.

**Aylmer Minor Hockey**

<b>Slate "A" (Elected in Odd Years) Board Position</b>	<b>Slate "B" (Elected in Even Years) Board Position</b>
President	Vice President
Secretary	Treasurer
Sponsorship and Fundraising Director	Equipment Manager
Coach Coordinator Director	Tournament/Special Events Director
Player Development Director	Ice Convenor
Registrar and Co-Rep Convener	OMHA Rep/Ref Coordinator and Co-Rep Convener

**Belmont Minor Hockey**

<b>Slate "A" (Elected in Odd Years) Board Position</b>	<b>Slate "B" (Elected in Even Years) Board Position</b>
Vice President	President
Treasurer	Secretary
Equipment Manager	Sponsorship and Fundraising Director
Tournament/Special Events Director	Coach Coordinator Director
Ice Convenor	Player Development Director
OMHA Rep/Ref Coordinator and Co-Rep Convener	Registrar and Rep Co-Rep Convener

In order to establish a rotation of Directors on the Board, the appointment of Directors from each Local League Organization shall be staggered on an annual basis, providing for three (3) Directors to be elected/appointed from amongst the Local League Members of each Local League Organization in 1 year and with three (3) Directors to be elected/appointed from amongst

the Local League Members of each Local League Organization in 2 year. The Directors holding the below positions on the board of the Association in year one will have one year terms:

- (a) Coach Coordinator Director
- (b) Player Development Director
- (c) Secretary
- (d) Vice President
- (e) Tournament Convener
- (f) OMHA Rep/Ref Coordinator and Co-Rep Convener