
KING TOWNSHIP MINOR HOCKEY ASSOCIATION



By-Laws
By-Law Number 1
May 3, 2017

KING TOWNSHIP MINOR HOCKEY ASSOCIATION

BY-LAWS

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KING TOWNSHIP MINOR HOCKEY ASSOCIATION

BY-LAW NO. 1

A By-law relating generally to the conduct of the affairs of the King Township Minor Hockey Association.

BE IT ENACTED as a By-law of the King Township 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 *Corporations Act* R.S.O. 1990, Chapter 38, and any statute amending or enacted in substitution therefor, from time to time;
 - (b) "AGM" means the annual general meeting of the Association;
 - (c) "Agreement" means the Memorandum of Agreement Regarding the Creation of King Township Minor Hockey Association, dated ●, 2017, entered into between Schomberg Minor Hockey and NobleKing Minor Hockey, and all schedules thereto;
 - (d) "Association" means King Township Minor Hockey Association (or such other name as the Association may in the future legally adopt) created in accordance with the Agreement;
 - (e) "Board" means the board of directors of the Association;
 - (f) "Business Day" means a day other than a Saturday, Sunday or any day on which the principal commercial banks located at the City of Toronto are not open for business during normal banking hours;
 - (g) "By-laws" means the duly authorized general corporate by-laws of the Association, and the terms "Schomberg By-laws" and the "NobleKing By-laws" refer to the general corporate by-laws of Schomberg Minor Hockey and NobleKing Minor Hockey, respectively;
 - (h) "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;
 - (i) "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;

- (j) “Director” means an individual who has been elected or appointed to the Board of the Association;
- (k) “HC” means Hockey Canada (or such other name as the Canadian Hockey Association may in the future legally adopt);
- (l) “Letters Patent” means the letters patent incorporating the Association, as may be amended from time to time by supplementary letters patent;
- (m) “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 Schomberg Minor Hockey and NobleKing Minor Hockey;
- (n) “Local League Members” shall mean the individual members of each of the Local League Organizations, as defined under the Schomberg By-laws and NobleKing By-laws;
- (o) “Members” means all classes of membership in the Association as provided for in Article 5 and “Member” means any one of them;
- (p) “Members’ Meeting” means the Association’s AGM or a special Members’ meeting, as applicable in the circumstances;
- (q) “NobleKing Minor Hockey” means King Township Minor Hockey incorporated pursuant to the Act as a not-for-profit corporation on September 16, 2009 and identified as Ontario corporation no. 1806220, which is commonly known and referred to as NobleKing Minor Hockey;
- (r) “Non-Voting Members” means the class of non-voting members of the Association, as set out in Section 6.1(b);
- (s) “Officers” means the individuals who hold the offices of the Association duly appointed by the Board as set out in Article 11;
- (t) “OHF” means the Ontario Hockey Federation (or such other name as the OHF may in the future legally adopt);
- (u) “OMHA” means the Ontario Minor Hockey Association (or such other name as the OMHA may in the future legally adopt);
- (v) “Parties” means Schomberg Minor Hockey and NobleKing Minor Hockey, and “Party” means either one of them;
- (w) “Policies” means written statements governing issues affecting the affairs of the Association, which have been considered and approved by the Board;
- (x) “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;

- (y) “Schomberg Minor Hockey” mean Schomberg Minor Hockey Association incorporated pursuant to the Act as a not-for-profit corporation on December 8, 1986 and identified as Ontario corporation no. 687021;
- (z) “SRLI” means the Simcoe Region Local League (or such other name as the SRLI may in the future legally adopt);
- (aa) “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
- (bb) “YSMHL” means the York Simcoe Minor Hockey League (or such other name as the YSMHL 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 the Township of King, Ontario and shall therein be initially located at Trisan Centre, 25 Dillane Drive, Schomberg, Ontario, L0G 1T0 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 ice hockey for the youth of King Township and those territories granted to the Association by the OMHA from time to time. In particular, the Association shall undertake the operation of a jointly administered Representative Team hockey program to which eligible players from both Schomberg Minor Hockey and NobleKing 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, Schomberg Minor Hockey and NobleKing 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** Schomberg Minor Hockey and NobleKing 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, Schomberg Minor Hockey and NobleKing 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, SRMLL and YSMHL, 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) Schomberg Minor Hockey and NobleKing 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 both Schomberg Minor Hockey and NobleKing Minor Hockey.

(ii) For the purposes of Members' Meetings of the Association, the representative Directors elected or appointed by Schomberg Minor Hockey and NobleKing 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 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.

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 as at the 30th day of November 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 AGM, Directors' meetings and any other Members' Meetings that may be authorized and convened from time to time.

6.3 Termination

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 membership or in the case of either Schomberg Minor Hockey or NobleKing 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.

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 Schomberg Minor Hockey and NobleKing Minor Hockey in accordance with the Schomberg By-laws and NobleKing 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 Schomberg Minor Hockey and NobleKing 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 original OMHA borders in place between the Parties, as recognized on December 31, 2016.

(e) Subject to the internal allocation of Local League Members between Schomberg Minor Hockey and NobleKing 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.

ARTICLE 8 MEETINGS OF THE MEMBERSHIP

8.1 Annual General Meeting of Members

The AGM of the Members shall be held prior to April 30 each year, at a time, place and day determined by the Board, for the transaction of the following business, to be set out in the agenda of such AGM;

- (a) approval of the agenda;
- (b) approval of the minutes of the previous AGM;
- (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 and approving the annual financial statements and the report of the auditor of the Association;
- (f) appointment of the auditor for the ensuing year;
- (g) consideration of any proposed amendments to the Association's Letters Patent 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 1st day of March immediately preceding the AGM; and
- (i) the election and/or appointment of Directors to the Board.

8.2 Additional Special Meetings of Members

In addition to the AGM, a special meeting of the Members (“Special Meeting”) may be called at any time by a resolution of the Board. The business to be transacted at a Special Meeting shall be limited to that specified in the notice calling the Special Meeting.

8.3 Notice of Meetings

(a) Annual General Meeting

Notice of the AGM shall set out the agenda, including particulars of any other business to come before the AGM, the time and the place of the AGM, and such notice shall be posted in all King Township Arenas at least thirty (30) days prior to the date of such AGM. Notices of the AGM shall also be published on the Association’s website, and distributed electronically using the membership distribution lists for both Schomberg Minor Hockey and NobleKing Minor Hockey at least thirty (30) 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 shall be posted in all King Township Arenas within at least fifteen (15) days prior to the date of such Special Meeting and shall also be published on the Association’s website, and distributed electronically using the membership distribution lists for both Schomberg Minor Hockey and NobleKing Minor Hockey at least thirty (15) days prior to the date of such meetings.

(c) Error or Omission in Notice

No inadvertent error or omission in giving notice of any AGM or Special 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 Meeting and may ratify, approve and confirm any or all actions or proceedings taken at any such Meeting.

8.4 Quorum

A quorum for an AGM or Special Meeting of the Association shall be a minimum of ~~ten eight~~ (108) Delegates eligible to vote and present in person. 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 Chair over all Members' Meetings. The Chair presiding at a Members' Meeting shall have a 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 Chair 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 by the Chair that a resolution has been carried or lost by a particular majority and an entry to that effect in the minutes of the meeting is 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 AGM and any Special Meetings of the Association in order to exercise their voting rights in relation to matters coming before the AGM and any Special Meetings.

8.7 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.

8.8 Chair

In the absence of the President and the First Vice-President, those Delegates entitled to vote and present at any Members' Meeting shall be entitled to choose another Director as Chair 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 Chair.

**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 or of unsound mind;
- (iii) shall be a Local League Member of either Schomberg Minor Hockey or NobleKing Minor Hockey at the time of his or her election or appointment;
- (iv) shall remain a Local League Member of either Schomberg Minor Hockey or NobleKing 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 a 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 either Schomberg Minor Hockey or NobleKing Minor Hockey during the negotiation of the Agreement, in order 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 the these By-laws.

- 9.5 The Association shall have a Board consisting of an aggregate of ~~nineteen fifteen~~ (195) Directors, ~~sixteen twelve~~ (162) of whom shall be elected by Schomberg Minor Hockey and NobleKing Minor Hockey as representative Directors possessing full voting rights, and three (3) of whom shall be subsequently appointed by the Board as non-voting Directors.
- 9.6 Both Each Schomberg Minor Hockey and NobleKing Minor Hockey shall each be entitled to nominate and elect/appoint ~~eight six~~ (86) representative Directors to the Board (for a total of 162 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 Following the election or appointment of the ~~sixteentwelve~~ (162) locally elected Directors to the Association's Board, the Association's Board shall have the authority to appoint three (3) additional non-voting Directors for certain specialized roles, as provided for under these By-laws.

ARTICLE 10 PROCEDURE FOR ELECTION OF DIRECTORS

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

1. President of Schomberg Minor Hockey
2. President of NobleKing Minor Hockey
3. Director of Representative Hockey Operations (Schomberg)
4. Director of Representative Hockey Operations (NobleKing)
5. Director of Local League Hockey Operations (Schomberg)
6. Director of Local League Hockey Operations (NobleKing)
7. Secretary/Treasurer (Schomberg)
8. Secretary/Treasurer (NobleKing)
9. Tournament Director (Schomberg)
10. Tournament Director (NobleKing)
11. Technical Director/Head Coach (Schomberg)
12. Technical Director/Head Coach (NobleKing)
13. Equipment Director (Schomberg)
14. Equipment Director (NobleKing)
15. Fundraising / Special Events Director (Schomberg)
- ~~12-16.~~ Fundraising / Special Events Director (NobleKing)

10.2 (a) The Directors of Schomberg Minor Hockey and NobleKing 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 Schomberg Minor Hockey and NobleKing Minor Hockey to sit as Directors on the Association's Board.

(b) In the event Schomberg Minor Hockey or NobleKing 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 King Township Minor Hockey Board in order to maintain equal voting rights between the two Member organizations.

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 Schomberg By-laws and NobleKing 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~~ four (4) 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.

10.6 In the normal course, each Director shall hold office for a two (2) year term provided that in the first year following the issue of the Letters Patent, all Directors on both Slates will stand together for election concurrently, with the Directors on "Slate A" being elected for a term of two (2) years each, and Directors on "Slate B" will be elected for a term of one (1) year each. Following the first set of elections, and once an appropriate rotation has been established, the applicable term for all Directors will be two (2) years.

10.7 The applicable “Slates” for the rotating election of Directors shall be as follows:

Schomberg Minor Hockey

Slate “A” (Elected in Even Years)	Slate “B” (Elected in Odd Years)
President of Local League	Director of Representative Hockey Operations
Secretary-Treasurer	Director of Local League Hockey Operations
Technical Director/Head Coach	Tournament Director
<u>Equipment Director</u>	<u>Fundraising / Special Events Director</u>

NobleKing Minor Hockey

Slate “A” (Elected in Even Years)	Slate “B” (Elected in Odd Years)
Director of Representative Hockey Operations	President of Local League
Director of Local League Hockey Operations	Secretary –Treasurer
Tournament Director	Technical Director/Head Coach
<u>Fundraising / Special Events Director</u>	<u>Equipment Director</u>

10.8 Following election to their respective Local League Board of Directors, Schomberg Minor Hockey and NobleKing Minor Hockey shall automatically appoint their respective Directors to the Association’s Board.

10.9 The Association’s Board shall have the authority to select an Executive Committee by appointment from amongst the Directors on the Board.

10.10 The term of each Director shall officially commence on ~~May~~ April 1st of the year in which they were elected or appointed as a Director by their Local League Organization.

10.11 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.

10.12 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 of the Board.

10.13 Removal of Director by Board

A Director may be removed by a vote of at least 75% of the Directors of Board in attendance at the meeting declaring non-confidence in the Director. Such resolution shall require a specially scheduled meeting of the Board on not less than five (5) days' prior notice to all Directors, including the Director who is the subject of the motion before the meeting, clearly setting out the intent of the motion and the rationale for tabling the motion, so as to allow the subject Director an adequate opportunity to respond.

10.14 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.

ARTICLE 11 COMPOSITION OF THE BOARD

11.1 Rotating President

The Association's Board shall have a rotating Presidency. On even years, the President of Schomberg Minor Hockey shall be appointed as President of the Association and shall be responsible for chairing meetings of the Association's Board. Conversely, on odd years, the NobleKing Minor Hockey President shall be appointed President of the Association and shall be responsible for chairing meetings of the Association's Board.

11.2 First Vice President

On alternating years while not serving as the Association's President, the respective President of for either Schomberg Minor Hockey or NobleKing Minor Hockey, as the case may be, shall be appointed the First Vice President of the Association, serving as primary deputy to the Association's President, as well as carry out such other duties and responsibilities as set out in these By-laws.

11.3 Should the Voting Members mutually agree, and subject to the incumbent office holder wishing to remain in the role, any requirement for a rotating Presidency can be temporarily waived on a year to year basis, allowing a sitting President to hold office for a term of two (2) years.

11.4 Second Vice President (Rep Hockey Operations)

The Director of Representative Hockey Operations from both Local League Organizations shall co-chair a joint Representative Hockey Committee, responsible for all Representative Team hockey operations, the selection and appointment of Representative Team coaches, and for coordinating the Representative Team hockey tryout process.

11.5 On odd years, the Director of Representative Hockey Operations for Schomberg Minor Hockey shall be appointed as the Second Vice President (Rep Hockey Operations) of the Association. Conversely, on even years, the Director of Representative Hockey Operations for NobleKing Minor Hockey shall be appointed the Second Vice President (Rep Hockey Operations) of the Association.

11.6 When not serving in the role as Second Vice President (Rep Hockey Operations), the alternate Director of Rep Hockey Operations will act as Co-Chair of the Representative Hockey Committee, supporting the Second Vice President (Rep Hockey Operations) in the supervision and administration of all Representative Team hockey teams.

11.7 Third Vice President (Local League Hockey Operations)

The Director of Local League Hockey Operations from both Local League Organizations shall co-chair a joint Local League Hockey Committee. The purpose of this committee will be to facilitate cooperation between both Local League Organizations, and to standardize the overall structure of the local programs as between Schomberg Minor Hockey and NobleKing Minor Hockey, where desirable, in order to provide a consistent quality hockey experience for all Local League players within King Township.

11.8 On even years, the Director of Local League Hockey Operations for Schomberg Minor Hockey shall be appointed as the Third Vice President (Local League Hockey Operations) of the Association. Conversely, on odd years, the Director of Local League Hockey Operations for NobleKing Minor Hockey shall be appointed the Association's Third Vice President (Local League Hockey Operations). By virtue of sitting on the Board, the two Directors of Local League Hockey Operations shall also be responsible for ensuring an adequate balance between the Representative Team and Local League programs, so that Local League teams continue to receive adequate ice time, resources and attention, as part of a combined program. Both Local League Directors shall continue to represent their Local League Organizations separately as SRMHL Board delegates.

11.9 When not serving in the role as Third Vice President (Local League Hockey Operations), the alternate Director of Local League Hockey Operations will act as Co-Chair of the Local League Hockey Committee, supporting the Third Vice President (Local League Hockey

Operations) in the supervision and administration of all Local League related issues.

11.10 Board Secretary ~~Fundraising & Special Events~~

From amongst the two Secretary-Treasurers elected by the Local League Organizations, the Board shall appoint one of these two Directors to serve as the Secretary of the Association, and the other shall serve as Director at Large ~~Fundraising and Special Events~~ for the Association. Depending upon the preference and skillset of such individuals, these Directors may alternate and/or share the duties of the Board Secretary as necessary and appropriate, as approved by a majority of the Board.

11.11 Tournament Directors (Joint Tournament Subcommittee)

The two Tournament Directors elected by the Local League Organizations shall co-chair a King Township Minor Hockey Tournament Committee, and be responsible for planning and administering two primary tournaments during the season for both the Representative Team hockey program and the Local League hockey programs.

11.12 Technical Directors / Head Coaches (Joint Skill Development Subcommittee)

The two Technical Directors/Head Coaches elected by the Local League Organizations shall co-chair a King Township Minor Hockey Skill Development Committee responsible for developing a coordinated skill development curriculum for the benefit of both players and coaches, and the cost efficient sourcing of qualified skill development instructors for the benefit of both the Representative Team hockey and Local League Organizations.

11.13 Appointed Directors Appointed by Board

In addition to the ~~sixteen~~ ~~twelve~~ (16~~2~~) Directors elected within their respective Local League Organizations and subsequently appointed as their representative Directors on the Board, the Association's Board shall have the authority to appoint three (3) additional Directors, possessing specialized knowledge, skill and experience, who shall be responsible for supporting both the Representative Team and Local League programs in the following roles:

(a) Treasurer

The Board shall appoint an individual to serve on the Board as Treasurer of the Association, whose responsibilities shall include maintaining the day-to-day finances of the Association, the payment of bills, and keeping up to date accounts and financial statements. The individual appointed to this role should have occupational experience with respect to banking or financial matters, including experience and/or qualifications as a bookkeeper, accountant, or similar field.

(b) **OMHA Representative**

The Board shall appoint an individual to serve on the Board as OMHA Representative of the Association, whose responsibilities shall include representing the Representative Team hockey and Local League programs on all OMHA and YSMHL related matters, including acting as a delegate before such bodies, communicating OMHA/YSMHL related information to the organization, and managing all OMHA/YSMHL related player issues, such as Permission to Skate/NRP requests, requests for player releases, and resolving residency related matters. The individual appointed to this role should have significant prior experience in minor hockey related policy and administrative matters, including a comprehensive understanding of applicable OMHA related rules and regulations.

(c) **Risk Management Director and Head Trainer**

The Board shall appoint an individual to serve on the Board as Risk Management Director & Head Trainer of the Association, whose responsibilities shall include all the education and enforcement of OMHA risk management and safety related regulations, insurance matters, code of conduct issues, and all discipline and ethics related issues. The individual appointed to this role should have prior occupational experience in risk management matters, including insurance, law enforcement, health and safety, and/or other matters involving legal compliance.

11.14 The Association may, by a special resolution, increase or decrease the number of its Directors, 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. Any such change to the number of Directors shall be in accordance with Act.

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

11.16 The Association shall have the ability to appoint additional Officers and/or Convenors to assist in the management and administration of its affairs and operations.

11.17 Equipment ~~Directors~~Managers

~~The Without limiting the generality of Section 11.16, the Voting Members shall each appoint an Equipment Directors will Co-Chair a Joint Purchasing Sub-Committee on behalf of both the Association and its Local League Organizations. Manager who will serve as non-voting Officers of the Association, The Equipment Directors will be~~ responsible for the cost effective sourcing and purchase of any necessary equipment, uniforms and related team/fan wear that may be authorized from time to time. The two Equipment Managers from the respective Local League Organizations shall co-chair a joint Equipment Committee, responsible for coordinating

equipment and uniform purchases on behalf of all Representative and Local League teams. The Equipment Managers shall coordinate all purchasing budgets and related transactions with report ~~to~~ the Association's Treasurer.

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, to fill the roles of Administrator/Registrar, TimeKeeper/Referee in Chief, and Ice Scheduler, and such positions will provide a shared service to both the Local League and Representative Team hockey operations of the Parties.

ARTICLE 13 AUTHORITY OF THE ASSOCIATION

13.1 Powers and Jurisdiction

- a) 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.
- b) 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.
- c) Those issues falling within the exclusive jurisdiction and control of the Association are

described as follows:

1. All issues involving the administration of a centrally managed and jointly administered Representative Team hockey program on behalf of the Parties.
2. 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.
3. Implementation of a consistent registration and player fee structure for both the Representative Team and Local League hockey operations of the Parties.
4. 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.
5. 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, YSMHL, 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.
6. 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.
7. Selection and appointment of all Representative Team hockey coaches and support staff.
8. Administration of Representative Team hockey tryout process.
9. 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.
10. Administration of a centrally managed equipment and uniform purchasing function on behalf of both the Representative Team and Local League hockey operations of both Parties.
11. Responsibility for negotiating and securing favorable municipal ice contracts on behalf 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.
12. Responsibility for administering a jointly administered tournament function on behalf of the Parties at both the Local League and Representative Team hockey levels.
13. Responsibility for player Skill Development and Coaching Qualification & Development for all Representative Teams.

- d) Those issues remaining within the jurisdiction of Schomberg Minor Hockey and NobleKing Minor Hockey to be managed at the Local League level are described as follows:
1. Day to day management and administration of Local League teams.
 2. Selection and appointment of Local League coaches and support staff.
 3. Local League Skill Development and IP Programs.
 4. Local League equipment, uniform, team and fan wear purchases and administration.
 5. Independent participation in SRLI matters, including the right to appoint a separate Local League delegate to SRLI meetings.
 6. Local League community matters involving volunteers, sponsors, fundraising and special events.
 7. 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.
- e) For greater clarity, both Schomberg Minor Hockey and NobleKing Minor Hockey agree to be exclusively governed and bound by those decisions of the Association's Board on all issues set out in Section 13.1(c) above, and the Association shall respect those decisions made by Schomberg Minor Hockey and NobleKing Minor Hockey on all matters of a strictly local nature, as set out in Section 13.1 (d) above.
- f) 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.

13.2 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 Corporation, including without limitation, the conduct of Members, 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 Letters Patent 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 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 eight (8) Directors present 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

On an annual basis, the Board shall appoint an accountant of the Association to conduct an independent audit of the Association's financial books, records and statements. The audit report 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 Schomberg Minor Hockey and NobleKing 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 both Schomberg Minor Hockey and NobleKing Minor Hockey:

- a. any change to the Association's Letters Patent 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, centre 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 of Directors.

14.10 Elected Directors Voting on Matters Requiring Special Consent

For the purposes of those matters specifically requiring the special consent of both Members as defined above, the ~~sixteen twelve~~ (162) elected Directors representing both Schomberg Minor Hockey and NobleKing 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 both Schomberg Minor Hockey and NobleKing Minor Hockey to vote in favour of such a resolution.

For the purposes of those Matters Requiring Special Consent set out in 14.09 above, the Delegates representing both Schomberg Minor Hockey and NobleKing Minor Hockey must bring any proposed amendment to an AGM / Special Membership Meeting of their respective Memberships, and the Memberships must approve and authorize such amendment by a special majority of 2/3 of those 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 both Voting Members, should there be a deadlock between the Directors with voting rights appointed by Schomberg Minor Hockey and those Directors appointed by NobleKing 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 DIRECTOR & OFFICER RESPONSIBILITIES

- 16.1** The assigned responsibilities for various Directors & Officers shall include the following:
 - a) **President**

The President shall:

- (i) represent the Association in the King Township community;
- (ii) act as Chair of the Board, the Executive Committee, and at all Members' Meetings;
- (iii) exercise general supervision of the Association in accordance with Policies determined by the Board;
- (iv) be a member of all Committees and Sub-committees of the Association;
- (v) report regularly to the Board on matters of interest;
- (vi) delegate tasks and assign additional duties to Directors as necessary;
- (vii) be the alternate delegate for the SRL, and attend as many meetings as possible;
- (viii) be responsible for coordinating any player, coaching or volunteer awards bestowed by the Association;
- (ix) be the organizational liaison between the Association and King Township;
- (x) act as Association signing authority for all contracts and documents; and
- (xi) assist in the transition of duties to the incoming President.

b) First Vice President

- (i) assume the duties of the President in the absence for any reason of the President and shall carry out such other duties as are assigned by the Board or the President;
- (ii) monitor adherence by the Board to all existing Policies of the Association and to inform the Board with respect to any inconsistencies between existing Policies of the Association and a proposed policy for the Association;
- (iii) be responsible for coordinating the recruitment and ratification of any appointed Directors to the Board, or additional Officers and/or Convenors that may be necessary;
- (iv) be available to assist any Director requiring assistance in the completion of his or her functions;

- (v) recommend policy to the Board regarding the nomination and election of Directors of the Association, and the organization and conduct of Members' Meetings;
- (vi) be the organizational liaison between the Association and its AAA affiliate;
- (vii) carry out such duties as are assigned by the Board, the Executive Committee or the President; and
- (viii) assist in the transition of duties to the incoming First Vice-President.

c) **Second Vice President (Rep Hockey Operations)**

The Second Vice-President shall:

- (i) assume the duties of the First Vice President and/or President in the absence of either for any reason, and carry out such other duties as are assigned by the Board or the President;
- (ii) monitor adherence by the Board to all existing Policies of the Association and to inform the Board with respect to any inconsistencies between existing Policies of the Association and a proposed policy for the Association;
- (iii) be available to assist any Director requiring assistance in the completion of his or her functions;
- (iv) be the alternate delegate for the OMHA and YSMHL, and attend as many meetings as possible;
- (v) work cooperatively with the alternate Director of Representative Hockey from the other Local League Organization, in terms of Co-Chairing the Representative Hockey Operations Committee;
- (vi) work cooperatively with the alternate Director of Representative Hockey from the other Local League Organization with respect to appointing members of the Representative Hockey Operations Committee, and act as Primary Chair of that Committee;
- (vii) work cooperatively with the alternate Director of Representative Hockey from the other Local League Organization with respect to appointing members of the Coaching Selection Committee, and act as primary Chair of that Committee;
- (viii) submit recommendations for Representative Team coaching candidates from the Coaching Selection Committee to the Board for final approval;

- (ix) work cooperatively with the alternate Director of Representative Hockey from the other Local League Organization with respect to administering a fair and objective tryout process for Representative Teams, including selection of any independent player assessment panel being used;
- (x) provide management oversight and support for all Representative Teams;
- (xi) prepare and report to the Board on the operations of all Representative Teams on a monthly basis;
- (xii) assist in the scheduling and re-scheduling of any Representative Team games, including providing support and assistance in the scheduling of OMHA and League playdowns;
- (xiii) ensure that all Representative Team bench staff receive the Official Rule Book of HC, the OMHA Manual of Operations and any other policies, procedures or communications that may be required;
- (xiv) complete and submit all Representative Team rosters, and roster changes as may be required; and
- (xv) carry out such duties as are assigned by the Board, the Executive Committee or the President.

d) Third Vice President (Local League Hockey Operations)

The Third Vice-President shall:

- (i) assume the duties of the other Vice President(s) and/or President in the absence of either for any reason, and carry out such other duties as are assigned by the Board or the President;
- (ii) monitor adherence by the Board to all existing Policies of the Association and to inform the Board with respect to any inconsistencies between existing Policies of the Association and a proposed policy for the Association;
- (iii) be available to assist any Director requiring assistance in the completion of his or her functions;
- (iv) act as delegate along with the alternate Director of Local League Operations from the other Local League Organization to the SROLL;

- (v) work cooperatively with the alternate Director of Local League hockey from the other Local League Organization, in terms of Co-Chairing the Local League Hockey Operations Committee;
- (vi) work cooperatively with the alternate Director of Local League hockey from the other Local League Organization with respect to appointing members of the Local League Hockey Operations Committee, and act as Primary Chair of that Committee;
- (vii) provide management oversight and support for all Local League hockey teams;
- (viii) prepare and report to the Board on the operations of all Local League hockey teams on a monthly basis;
- (ix) assist in the scheduling and re-scheduling of any Local League team games, including providing support and assistance in the scheduling of League playdowns;
- (x) ensure that all Local League team bench staff receive the Official Rule Book of Hockey Canada, the OMHA Manual of Operations and any other policies, procedures or communications that may be required;
- (xi) complete and submit all Representative Team rosters, and roster changes as may be required; and
- (xvi) carry out such duties as are assigned by the Board, the Executive Committee or the President.

e) **Treasurer**

The Treasurer shall:

- (vi) ensure adherence to and implementation of financial Policies in the financial administration of the Association;
- (ii) manage the day to day finances of the Association, including accounting for incoming revenues, and managing the timely payment of external costs and expenses;
- (iii) ensure the submission of the books of account to the auditor of the Association at the end of the financial year and present the audited financial statements to the Members at the AGM of Members;
- (iv) present a report of the auditor from the previous year and a projected financial position for the current year to the Members at the AGM;

- (v) provide financial statements at monthly Board meetings;
- (vi) evaluate, review and recommend financial policy to the Executive Committee and to the Board;
- (vii) assist the Fundraising Director in providing financial oversight and management of any team related fundraising and sponsorship initiatives in order to ensure appropriate financial controls and transparency; and
- (viii) carry out such duties as are assigned by the Board, the Executive Committee or the President.

f) Secretary

The Secretary shall:

- (i) record the minutes of Members' Meetings, Board meetings and Executive Committee meetings and ensure that Association records are regularly and properly kept and all business is conducted in accordance with any applicable statute or law, the Letters Patent and By-laws and the Policies and procedures established by the Board or by the Members of the Association;
- (ii) ensure the proper custody of the Association's corporate seal, corporate minutes and resolutions and other corporate records and documents;
- (iii) be responsible for receiving and distributing all correspondence received or sent by the Association and all communications within the Association;
- (iv) communicate, post and distribute any necessary communication to the Local League Members, including any required meeting notices, agendas, proposed changes to Association policies or By-laws;
- (v) maintain up to date and accurate membership lists for the Association, Representative and Local League teams, bench staffs, volunteers, sponsors and any necessary distribution lists or contact information required;
- (vi) be responsible for all player awards and trophies;
- (vii) recommend policy to the Board regarding internal and external communications of the Association; and
- (viii) carry out other duties as are assigned by the Board, the Executive Committee or the President.

g) OMHA Representative

The OMHA Representative shall:

- (i) be the primary contact for the OMHA and delegate for the YSMHL, attending all meetings possible and communicating any necessary information back to the Association and its Members;
- (ii) be the liaison between the YSMHL, the Representative Teams and the Board;
- (iii) be responsible for coordinating and processing the OMHA rosters, and for conducting any necessary confirmations regarding player residency and eligibility; coaching qualification and credentials, etc.
- (iv) responsible for managing and administering all requests for player movement and tryouts, including NRP Passports, Permission to Skate, Releases, Waivers, AP Requests, etc.
- (v) primary advisor to the Association on all OMHA and Hockey Canada regulation and policy related issues;
- (vi) schedule OMHA and League playdowns working with the Representative Teams & Second Vice President;
- (vii) obtain and distribute to all teams a copy of the Official Rule Book of HC and the OMHA Manual of Operations;
- (viii) prepare and report to the Board on the operations of the YSMHL at the monthly meetings; and
- (ix) carry out other duties as assigned by the Board, Executive Committee, or the President.

h) Fundraising / Special Event Directors

The Fundraising Director shall:

- (i) chair and supervise all Association approved fund-raising projects;
- (ii) present a financial statement to the Board within fourteen (14) days after completion of fundraising projects;
- (iii) actively pursue fundraising projects and sponsorships on behalf of the Association;
- (iv) organize the team pictures;
- (v) coordinate any fundraising activities being undertaken by their respective Local League organizations~~organize all Association fan wear related clothing and merchandise sales;~~

- (vi) plan and implement Association related social and community events;
- (vii) solicit team sponsors & co-ordinate with the Equipment Managers;
- (viii) appoint the volunteer members to the Fundraising Committee and act as Chair of that Committee;
- (ix) provide any necessary financial statements and report on the status of all fundraising projects at monthly Board meetings;
- (x) assist the Treasurer in providing financial oversight and management of any team related fundraising and sponsorship initiatives in order to ensure appropriate financial controls and transparency;
- (xi) carry out other duties as assigned by the Board, Executive Committee, or the President;

i) Tournament Directors

The Tournament Directors shall:

- (i) work cooperatively with the alternate Tournament Director for the corresponding Local League Organization for the purposes of organizing tournaments that will benefit both the Representative and Local League divisions as dictated by availability of ice time and teams;
- (ii) jointly act as Co-Chairs for the Tournament Committee, with one Director acting as primary Chair for the Representative Team tournament, and the other Director acting as primary Chair for the Local League tournament;
- (iii) provide a tournament budget to the Board including income, disbursements, and sponsors;
- (iv) arrange for selection and purchase of trophies & awards at tournaments;
- (v) provide referee, timekeeper and ice requirements to the Chief Timekeeper/Gate Coordinator, Referee in Chief and Ice Coordinator for any tournaments being planned;
- (vi) organize all volunteers required to operate the tournament;
- (vii) keep an accurate record of all income & disbursements for each event and provide a detailed report with-in fourteen (14) days following each event;
- (viii) prepare and report to the Board on the budget status all tournaments at the monthly meetings; and
- (ix) carry out other duties as assigned by the Board, Executive Committee, or the President.

j) Technical Directors / Head Coaches

The Technical Directors / Head Coaches shall:

- (i) work cooperatively with the alternate Technical Director / Head Coach for the corresponding Local League Organization for the purposes of establishing and Co-Chairing a Skill Development Committee, the purpose of which will be to organize and deliver skill development programs for the benefit both the Representative and Local League players and Coaches as dictated by availability of ice time and teams;
- (ii) liaise with the applicable Vice Presidents and Team Coaches for the purpose of determining the needs and requirements for on ice and off ice skill development programs;
- (iii) 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;
- (iv) 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;
- (v) exercise overall Board responsibility for the teams in the Initiation Program (IP), including the recruitment and training of IP on ice volunteers and Coaches, appointment of IP Coaches and Convenors, as well as scheduling any professional skill development sessions required by the IP Program;
- (vi) develop a coordinated and age appropriate skill development curriculum for the Association based on the Hockey Canada Skill Development Program – and ensure that Coaches at all levels are basing their practice plans on the recommended curriculum requirements;
- (vii) recruit and train volunteers to perform the functions required for skill development;
- (viii) liaise with the Referee In Chief to determine any training required for Game Officials;
- (ix) organize and deliver all Coaching, Trainer, and Referee clinics per the OMHA guidelines;
- (x) provide the Board with a budget including income and disbursements, setting out any proposed skill development programs intended for the season;
- (xi) keep an accurate record of all income & disbursements for each skill development event, including service contracts for any external skill development vendors retained, and provide a detailed report with-in fourteen (14) days following each event;
- (xii) prepare and report to the Board on the budget status and on all programs at the monthly meetings; and

(xiii) carry out other duties as assigned by the Board, Executive Committee, or the President.

k) Risk Management Director / Head Trainer

The Risk Management Director / Head Trainer shall:

- (i) act as Chair for the Association's Discipline and Ethics Committee, providing risk management and Code of Conduct enforcement and support to both the Association and its Members at the Representative Team and Local League levels;
- (ii) uphold and promote the goals and purposes of the Hockey Safety Program and the policies and procedures of HC, the OHF, the Hockey Development Centre of Ontario (HDCO) and the OMHA;
- (iii) provide leadership in promoting and maintaining the Hockey Trainer's Certification Program (HTCP) regarding all safety and risk management aspects of the Association's activities;
- (iv) ensure that the Board and hockey program participants are kept informed of current and emerging hockey safety and risk management information, programs and activities;
- (v) annually provide the Board with an assessment of the risks that may be faced by the Association and its members in the upcoming season and recommend strategies to eliminate, minimize or mitigate those risks;
- (vi) provide leadership for volunteer Trainers with the Association by promoting excellence in the delivery of the safety and risk management principles;
- (vii) collect, monitor and ensure proper disposition of reporting forms relating to on and off-ice incidents resulting in injury to a player, volunteer, team official, on-ice official or other participant or stakeholder;
- (viii) assist the Association in dispute resolution regarding hockey safety, disciplinary and risk management issues;
- (ix) establish and maintain procedures with respect to clearance of all volunteers required to complete a volunteer police screening report, and ensure that all volunteers have adequate background checks and Respect in Sport certifications in place;
- (x) report to the Board about risk management or disciplinary issues on a monthly basis;
- (xi) as Chair of the Discipline and Ethics Committee, undertake any necessary investigations with respect to complaints received, or breaches of the Association, OMHA or HC Codes

of Conduct, and supporting Policies and Regulations, and where warranted, impose any necessary corrective or disciplinary action required to remedy such a breach; and

- (xii) carry out other duties as assigned by the Board, Executive Committee, or the President.

l) Equipment Directors

The Equipment Directors shall:

- (i) act as Officers of the Association, reportable to the Treasurer;
- (ii) work cooperative with the alternate Equipment Director from the corresponding Local League Organizations in Co-Chairing a Purchasing and Equipment Committee the role of which is to service the needs of both the Local League and Representative Team hockey programs;
- (iii) attend Board meetings as necessary to report on equipment and purchasing issues at the request of the President;
- (iv) maintain an inventory of all equipment and uniforms owned by the Association, including pucks, first aid kits, on ice practice equipment, etc.;
- (v) solicit competitive vendor bids for the annual purchase of hockey equipment and team uniforms, as required;
- (vi) liaise with the Vice Presidents to schedule and arrange uniform fittings for all Representative Teams upon the conclusion of tryouts;
- (vii) maintain and repair all equipment owned by the Association;
- (viii) act as the purchasing agent for the Association with respect to all Association purchases, including both team uniforms and related fan wear;
- (ix) submit to the Budget Committee an estimate of revenues and expenditures of the Purchasing and Equipment Committee for the next fiscal year of the Association;
- x) carry out other duties as assigned by the Board, Executive Committee, or the President;

**ARTICLE 17
COMMITTEES OF THE BOARD**

17.1 The following Committees shall be Standing Committees of the Board of the Association:

- (a) Executive Committee;

- (b) Budget Committee;
- (c) Local League Operations Committee;
- (d) Purchasing and Equipment Committee;
- (e) Representative Hockey Operations Committee;
- (f) Skill Development Committee;
- (g) Fundraising Committee;
- (h) Discipline and Ethics Committee
- (i) Coaching Selection Committee

17.2 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.

17.3 Executive Committee

- (a) The Executive Committee shall consist of the President who shall Chair the committee, the three (3) Vice-Presidents, the Secretary, the Treasurer, the OMHA Representative and the Risk Management Director. 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.

17.4 Budget Committee

- (a) The Budget Committee shall be Chaired by the President and shall consist of the Treasurer, the Fundraising Director, and those staff responsible for day to day business and administration of the Association, such as the Administrator and Registrar.
- (b) The Budget Committee shall:
 - (i) prepare a budget for the Association not later than September 30th in each year, for the next fiscal year for submission to the Board for approval;
 - (ii) liaise 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.

17.5 Local League Operations Committee

- (a) The Local League Operations Committee shall consist of the two (2) Directors of Local League Operations elected by the Local League Operations, one of whom will alternate as Chair of the Committee on an annual basis as Vice President of Local League Operations. Additional members of the Local League Committee will include the OMHA Representative, and the Technical Directors / Head Coaches.
- (b) The Local League Operations Committee shall:
 - (i) provide oversight and support for the Local League Hockey Teams pursuant to the Policies of the Association;
 - (ii) establish and monitor Policies relating to Local League 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 Local League teams;
 - (iv) assist the Local League Organization's directors in the assessment of players and balancing of Local League teams as required; and

- (v) recommend policy to the Board regarding House League Operations.

17.6 Purchasing and Equipment Committee

- (a) The Purchasing and Equipment Committee shall be Co-Chaired by the two Equipment Directors appointed by the Local League Organizations. In addition to the Equipment Directors, the Treasurer and Fundraising Director will support the Purchasing and Equipment Committee as required.
- (b) The Purchasing and Equipment Committee shall:
 - (i) maintain an inventory of all equipment and uniforms owned by the Association, including pucks, first aid kits, on ice practice equipment, etc.;
 - (ii) solicit competitive vendor bids for the annual purchase of hockey equipment and team uniforms, as required;
 - (iii) liaise with the Vice Presidents to schedule and arrange uniform fittings for all Representative Teams upon the conclusion of tryouts;
 - (iii) maintain and repair all equipment owned by the Association;
 - (iv) solicit competitive bids and arrange the purchase of awards day presentations;
 - (v) act as the purchasing agent for the Association with respect to all Association purchases, including both team uniforms and related fan wear;
 - (vi) submit to the Budget Committee on or before January 15th in each year an estimate of revenues and expenditures of the Purchasing and Equipment Committee for the next fiscal year of the Association;
 - (vii) present a monthly report regarding purchasing and equipment to the Board;
 - (viii) be accountable to the Board by reporting through the Treasurer; and
 - (ix) recommend policy to the Board regarding purchasing and equipment.

17.7 Representative Hockey Operations Committee

- (a) The Representative Hockey Operations Committee shall consist of the two Directors of Representative Operations elected by the Local League Operations, one of whom will alternate as Chair of the Committee on an annual basis as Second Vice President of

Representative Hockey Operations. Additional members of the Local League Committee will include the OMHA Representative, and the Technical Directors / Head Coaches.

- (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.

17.8 Skill Development Committee

- (a) The Skill Development Committee shall be Co-Chaired by a Technical Directors / Head Coaches elected by the Local League Operations. In addition, Committee Members shall consist of up to a maximum of five (5) individuals who are not Directors of the Association.
- (b) The Skill Development Committee shall:
 - (i) recruit and train volunteers to perform the functions required for skill development;
 - (ii) recruit and assign Skill Development Coordinators for each of Representative Hockey and House League Hockey;
 - (iii) establish and maintain on-ice and off-ice technical development programs in conjunction with the Directors of Representative Hockey and Local League Hockey;
 - (iv) establish and maintain an evaluation program for all coaches, trainers and managers in conjunction with the Directors of Representative and Local League Hockey;

- (v) recommend to the Board Policies and procedures for each of the Coaches Selection Subcommittees;
- (vi) recommend policy to the Board regarding technical development.

17.9 Fundraising Committee

- (a) The Fundraising Committee shall be Chaired by the Fundraising Director, in addition, shall consist of a maximum of five (5) 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.

17.10 Discipline and Ethics Committee

- (a) The Discipline & Ethics Committee shall consist of the Risk Management Director / Head Trainer as Chair, and shall include one Director from the Local League Hockey Operations Committee, one (1) Director from the Representative Hockey Operations Committee, the OMHA Representative, the Referee in Chief, and the Secretary.
- (b) 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.

17.11 The Coaching Selection Committee

- (a) The Coaching Selection Committee shall be a Sub-Committee of the Representative Hockey Committee, Co-Chaired by the two Directors of Rep Hockey Operations from both Schomberg Minor Hockey and NobleKing Minor Hockey. The Coaching Selection Committee shall also consist of the two Technical Directors / Head Coaches, and up to 4 Individual Members selected by the Co-Chairs from the Local League Organizations (2 from Schomberg Minor Hockey and 2 from NobleKing Minor Hockey).
- (b) The Coaching Selection Committee shall consist of an equal number of Committee members from both 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.

ARTICLE 18 TERRITORY AND BORDERS

- 18.1** The Association shall maintain a single consolidated border for the purposes of OMHA Representative Team hockey territorial rights, encompassing the previous combined territories of Schomberg Minor Hockey and NobleKing Minor Hockey, as recognized and/or amended by the OMHA from time to time.

For greater certainty, all applicable territorial and borders for the Association shall be as follows:

Southern Boundary:

Following the North Side of the King/ Vaughan line, west of Bathurst Street to the Caledon Vaughan Line

With Caledon Minor Hockey:

North of the King Vaughan line following the Caledon King line to Hammertown, following the King Border to Hwy 9.

With TNT Minor Hockey:

1. East of the 10th side road of New Tecumseth from Hwy 9 to the 5th line of New Tecumseth.
2. South from the 5th line of New Tecumseth from the 10th SR of New Tecumseth to Hwy 27
3. Residences fronting the 10th SR and the 5th line have the right of choice.

With Aurora Minor Hockey and New Market Minor Hockey:

No right of choice remains with Aurora

1. Border Follows the west side of Bathurst street north of the King Vaughan line to Green Lane (Miller St.) in Newmarket

With Bradford Minor Hockey:

1. South of Green Lane from West from Bathurst to Dufferin St.
2. North of Green Lane (Miller St) on Dufferin (West side) North past Ansnorveldt to the South side of the 5th line.
3. West on 5th line (south side) from Ansnorveldt to Hwy 400.
4. West of Hwy 400 along South side of 5th line.

**ARTICLE 19
CENTRE POINT**

- 19.1** 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 as follows: 16299 Weston Rd Kettleby,

**ARTICLE 20
TEAM NAME AND OFFICIAL COLOURS**

- 20.1** The Voting Members shall mutually determine a new team name, logo and uniform colours for the Association, which shall be unique and distinct from the current branding used by Schomberg Minor Hockey and NobleKing Minor Hockey.

**ARTICLE 21
AAA AFFILIATION RIGHTS**

- 21.1** Unless otherwise altered or amended by the Board and the OMHA, the Association’s players shall have the right to affiliate to for AAA hockey opportunities.

For the 2017-18 Hockey Season, Eligible Players Registered with King Township Minor Hockey will have the following AAA Affiliation Rights:

- Players normally resident within the traditional pre-2017 OMHA borders of Schomberg Minor Hockey will have affiliation rights to York-Simcoe Express;
- Players normally resident within the traditional pre-2017 OMHA borders of NobleKing Minor Hockey will have affiliation rights to Richmond Hill Coyotes;

Following the 2017-18 Hockey Season, the OMHA in consultation with the affected Centres will determine appropriate AAA Affiliation Rights on a going forward basis.

- 21.2** Those players rostered to a AAA organization not ultimately selected as the new AAA affiliate of the Association at the time these By-laws are enacted will be grandfathered to their present AAA Centre for so long as they remain continuously affiliated with that organization. In the event such players are ultimately cut from such team, the player shall revert back to the Association and any subsequent AAA opportunities shall reside with the newly selected AAA affiliate of the Association.

**ARTICLE 22
BOARD OF GOVERNORS**

- 22.1** The Voting Members will appoint a three (3) member Board of Governors (“Board of Governors”) that shall act as a temporary advisory body to the Board for a three (3) year period following the implementation of the Agreement.

- 22.2** The Board of Governors will consist of one (1) current or former Local League Member from each of Schomberg Minor Hockey and NobleKing Minor Hockey (must have previously held a board position with their respective organizations), who are both familiar with the history of each organization and the terms of the Agreement, as well as one (1) representative of either the OMHA or the Township of King mutually agreed upon by the Parties.
- 22.3** The role of the Board of Governors will be to monitor and review the implementation of the Agreement, and to provide advice and support to the Board regarding transitional issues relevant to the successful launch of a King Township Representative Team hockey program. The Association's Board shall provide quarterly updates to the Board of Governors as to the organization's current status, and key initiatives.
- 22.4** The Board of Governors shall periodically review and provide advice regarding the decisions of the Board, to help ensure that the Association is conducting affairs in a manner consistent with the spirit and intent of the Agreement, as well as the applicable Letters Patent and the Association's By-Laws and the constating documents of Schomberg Minor Hockey and NobleKing Minor Hockey.
- 22.5** The Board of Governors will provide an annual report to the Local League Members of Schomberg Minor Hockey and NobleKing Minor Hockey during their respective annual general members' meetings regarding the overall status of the Association and the adherence by the Parties to the terms of the Agreement.
- 22.6** Following the third (3rd) anniversary date of the Agreement, the Board of Governors shall be discontinued, unless both Parties agree to continue this oversight body for an additional period of time.
- 22.7** The Board of Governors shall act as an advisory body only to assist in the successful implementation of the Agreement, and members of the Board of Governors shall not have the authority to interfere with, encumber, or override decisions made by the Association's elected Directors. Similarly, members of the Board of Governors shall not be responsible or liable for any decisions, acts, omissions or oversights engaged in by the Association or the Board.

ARTICLE 23

EXECUTION OF DOCUMENTS

23.1 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.

23.2 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 24 FINANCIAL YEAR

24.1 The financial year of the Association shall terminate on the 30th day of April in each year or such other date as the Board may from time to time by resolution determine.

ARTICLE 25 BANKING ARRANGEMENTS

25.1 Banking Resolution

The Board shall designate, by resolution, the Directors (minimum of two 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.

25.2 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 26
BORROWING BY THE ASSOCIATION

26.1 Borrowing Power:

Subject to the limitations set out in the Letters Patent, supplementary letters patent, 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.

26.2 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 27
NOTICE

27.1 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 included, unless otherwise provided.

27.2 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.

27.3 Method of Giving Notice:

Whenever under the provisions of this By-law of the Association, notice is required to be given, such notice may be given either personally or by telephone or by depositing same in a post office or a public letter box, in a postage paid sealed envelope addressed to the Director, Officer or Member at his or her address as the same appears in the records of the Association. Any notice or other documents so sent by mail shall be deemed to be sent at the time when the same was deposited in a post office or public letter box as aforesaid. For the purposes of sending any notice, the address of any Member, Director or Officer shall be his or her last address in the records of the Association.

ARTICLE 28 PASSING AND AMENDING BY-LAWS

- 28.1** The Board may recommend amendments to the By-laws of the Association from time to time, to the Voting Members.
- 28.2** 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.
- 28.3** 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.
- 28.4** Deleted
- 28.5** 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 29
REPEAL OF PRIOR BY-LAWS**

29.1 Repeal

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

29.2 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 30
RULES OF PROCEDURE**

30.1 The Rules contained in the most current edition of "Procedures for Meetings and Organizations" by M.K. Kerr and Hubert W. King shall govern the rules and procedures to be used in conducting the meetings and affairs of the Association in all cases to which they are applicable, and in which they are not inconsistent with the By-laws or other governing documents or laws affecting the Association

**ARTICLE 31
TERMINATION OF AGREEMENT**

31.1 Termination Prior to Second Anniversary

At any time prior to the second (2nd) anniversary to the Agreement's implementation, either Voting Member may serve the other with notice of termination and intention to withdraw from the Association, with at least six (6) month's prior written notice of termination being required. In the event that either Voting Member exercises this right of termination, the remaining assets of the Association shall be divided between the Voting Members on an equal basis up to and including the initial financial contribution made by both Parties, and on a per capita registered player basis for any amounts in excess of these initial contributions. Thereafter, the Parties shall return to their status and borders as Centres immediately prior to entering into this Agreement in which the Parties ran independent Representative Team and Local League hockey programs.

31.2 Termination Subsequent to Second Anniversary

At any time following the second (2nd) anniversary to the Agreement's implementation, either Voting Member may serve the other with notice of termination and intention to leave the

Association, with at least six (6) month's prior written notice of termination being required. In the event that either Voting Member exercises this right of termination, the terminating party shall forfeit any previous capital contributions made to the Association and shall surrender its Representative Team hockey rights to the Association, remaining exclusively as a Local League Centre, with no further right to appoint Directors to the Association's Board.

**ARTICLE 32
EFFECTIVE DATE**

- 32.1** 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.
- 32.2** 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 the Township of King, Ontario, on the 21st day of February, 2017, at which a quorum was present.

President

Secretary