

Elgin Thames Minor Hockey By-laws

Enacted March 24, 2025

ELGIN THAMES MINOR HOCKEY

BY-LAWS

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ELGIN THAMES MINOR HOCKEY

BY-LAW NO. 1

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

BE IT ENACTED as a By-law of the Elgin Thames Minor Hockey as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this By-law and all other by-laws and resolutions of the Association, unless the context otherwise requires:

- (a) **"Act"** means the *Not-for-Profit Corporations Act, 2010*, S.O. 2010, Chapter 15, and any statute amending or enacted in substitution therefor, from time to time;
- (b) **"Affiliated Player"** means a player who is eligible to participate for his registered hockey team and one other team of a higher division or category;
- (c) **"Agreement"** means the Amended and Restated Memorandum of Agreement Regarding the Creation of Elgin Thames Minor Hockey, dated January 24, 2025, entered into between Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey, and all schedules thereto;
- (d) **"Annual Meeting"** means the annual meeting of the Association;
- (e) **"Articles"** means the articles of incorporation of the Association, as may be amended from time to time by articles of amendment;
- (f) **"Association"** means Elgin Thames Hockey Association (or such other name as the Association may in the future legally adopt), an Ontario not-for-profit corporation governed by the Act that was originally incorporated on August 30, 2024 under the name East Elgin Minor Hockey, as amended, and identified as Ontario corporation number 1000994715, created in accordance with the Original Agreement;
- (g) **"Board"** means the board of directors of the Association;
- (h) **"Business Day"** means a day other than a Saturday, Sunday or any day on which the principal commercial banks located at the City of Toronto are not open for business during normal banking hours;
- (i) **"By-laws"** means the duly authorized general corporate by-laws of the Association, and the terms **"Dorchester By-laws"**, **"Aylmer By-laws"** and **"Belmont By-laws"** refer to the

general corporate by-laws of Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey, respectively;

- (j) **“Centre”** is a recognized minor hockey association within the OMHA from a city, town, village, municipality or geographic subdivision which has corporate limits or boundaries accepted by the OMHA for the purposes of determining hockey eligibility of players for competition within the jurisdiction of the OMHA;
- (k) **“Chair”** means the President of the Association;
- (l) **“Code of Conduct”** means any set of rules, guidelines and principles that define the expected behaviour and ethical standards for Members, Directors, Officers, employees and volunteers of the Association;
- (m) **“Conflict-of-Interest”** is defined as any financial, personal or other material interest of an individual, including in any material contract or transaction or proposed material contract or transaction involving the Association, that will, or may be perceived that it will, compromise or impair the individual’s judgement, decisions or ability to act in the best interests of the Association;
- (n) **“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;
- (o) **“Director”** means an individual who has been elected or appointed to the Board of the Association;
- (p) **“HC”** means Hockey Canada (or such other name as Hockey Canada may in the future legally adopt);
- (q) **“Letters Patent”** means the letters patent of Aylmer Minor Hockey and/or Belmont Minor Hockey, as may have or will be amended from time to time by supplementary letters patent or articles of amendment, as the case may be;
- (r) **“Local League”** means a group of teams from a number of minor hockey associations which compete regularly in a recreational league, and the **“Local League Organizations”** refers to Aylmer Minor Hockey and Belmont Minor Hockey;
- (s) **“Local League Members”** shall mean the individual members of each of the Local League Organizations, as defined under the Dorchester By-laws, Aylmer By-laws and the Belmont By-laws;
- (t) **“Members”** means all classes of membership in the Association as provided for in Article 5 and **“Member”** means any one of them;
- (u) **“Members’ Meeting”** means the Association’s Annual Meeting or Special Meeting, as applicable in the circumstances;

- (v) **"Non-Voting Members"** means the class of non-voting members of the Association, as set out in Section 6.1(b);
- (w) **"Officers"** means the individuals who hold the offices of the Association duly appointed by the Board as set out in Article 11;
- (x) **"OHF"** means the Ontario Hockey Federation (or such other name as the OHF may in the future legally adopt);
- (y) **"OMHA"** means the Ontario Minor Hockey Association Inc. (or such other name as the OMHA may in the future legally adopt);
- (z) **"Original Agreement"** means the memorandum of agreement, dated March 17, 2024, entered into between Aylmer Minor Hockey and Belmont Minor Hockey to create the Association in order to operate a jointly administered Representative Team hockey program, which was superseded and replaced by the Agreement;
- (aa) **"Original Parties"** means Aylmer Minor Hockey and Belmont Minor Hockey;
- (bb) **"Parties"** means Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey, and **"Party"** means any one of them;
- (cc) **"Policies"** means written statements governing issues affecting the affairs of the Association, including any Code of Conduct, which have been considered and approved by the Board;
- (dd) **"Predecessor Act"** means the *Corporations Act* R.S.O. 1990, Chapter 38, and any statute amending same, from time to time;
- (ee) **"Registered Player"** means a minor hockey player registered with the Association, who is up-to-date in paying their registration fees and is eligible to play for the Association;
- (ff) **"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;
- (gg) **"Special Meeting"** means any Members' Meeting other than an Annual Meeting;
- (hh) **"special resolution"** means a resolution requiring the approval of not less than 2/3rds of the votes cast at a Members's Meeting or Board meeting, as the context requires;
- (ii) **"Aylmer Minor Hockey"** means Aylmer Minor Hockey Association, incorporated by letters patent, pursuant to the Predecessor Act, as a not-for-profit corporation on September 10, 1990, and identified as Ontario corporation no. 909146;

- (jj) **"Belmont Minor Hockey"** means Belmont Minor Hockey Association, incorporated by letters patent, pursuant to the Predecessor Act, as a not-for-profit corporation on March 13, 1987, and identified as Ontario corporation no. 696519;
- (kk) **"Dorchester Minor Hockey"** means Dorchester Minor Hockey Association, an unincorporated Ontario association;
- (ll) **"LMLL"** means the Lambton Middlesex Local League (or such other name as the LMLL may in the future legally adopt);
- (mm) **"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
- (nn) **"SHL"** means the Shamrock Hockey League (or such other name as the SHL may in the future legally adopt);
- (oo) **"SCMHL"** means the Southern Counties Minor Hockey League (or such other name as the SCMHL may in the future legally adopt).

1.2 Interpretation. In the interpretation of these By-laws, unless the context otherwise requires, the following rules shall apply:

- (a) other than as specified in Section 1.1, all terms contained in this By-law that are defined in the Act shall have the meanings given to such terms in the Act.;
- (b) words importing the singular number only shall include the plural and vice versa;
- (c) words importing one gender include all genders;
- (d) the word **"person"** shall include an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in the person's capacity as trustee, executor, administrator, or other legal representative;
- (e) the headings used in the By-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions;
- (f) The By-laws of the Association shall be interpreted in accordance with and subject to the purposes of the Association, which purposes are incorporated by reference and made a part hereof; and
- (g) This By-law is enacted subject to the Act and Articles. Whenever this By-law may conflict with the Act or the Articles, such conflict shall be resolved in favour of such law or Articles. If any provision of this By-law or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this By-law or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this By-law shall be separately valid and enforceable to the fullest extent permitted by law.

ARTICLE 2 HEAD OFFICE AND SEAL

- 2.1** The corporate seal of the Association, if any, 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. A document executed on behalf of the Association is not invalid merely because the corporate seal is not affixed thereto.
- 2.2** The head office of the Association shall be located in Aylmer, Ontario and shall therein be initially located at 531 Talbot Street West, Aylmer, ON, N5H 2T8. until otherwise determined by the Board, or at such other place in Ontario as the Voting Members may, from time to time, determine by special resolution pursuant to the Act.

ARTICLE 3 MISSION OF THE ASSOCIATION

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

ARTICLE 4 AFFILIATIONS

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

ARTICLE 5 CLASSES OF MEMBERSHIP

- 5.1** There shall be two (2) classes of Members in the Association, as follows:

- (a) Voting Members; and
- (b) Non-Voting Members.

ARTICLE 6 TERMS OF MEMBERSHIP AND ELIGIBILITY

6.1 Terms and Eligibility

- (a) Voting Members:

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

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

- (b) Non-Voting Members:

The Local League Members and the directors on the boards of Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey shall be considered the Non-Voting Members. Except for those directors on the boards of Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey acting in their capacity as Delegates for the purposes of representing their respective Local League Organizations, the directors of Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey and the Local League Members shall have no voting rights as Members.

6.2 Membership and Board Lists

The Secretary of the Association shall prepare and maintain a list of current Members and Directors of the Association at the head office and update it as necessary and make it available to all Directors. Such list of the Members and Directors shall be used to determine

eligibility to attend and vote at the Annual Meeting, Directors' meetings, and any other Members' Meetings that may be authorized and convened from time to time. The Members' list may only be made available to a Member pursuant to a written request in accordance with the Act.

6.3 Membership Fees

- (a) Registration or membership fees, if any, shall be prescribed by the Board. Fees for any unexpired term are non-refundable, subject to the discretion of the Board.
- (b) Membership in the Association shall not be transferable and shall terminate upon a Member's resignation in writing, death in the case of an individual Delegate or in the case of either Dorchester Minor Hockey, Aylmer Minor Hockey or Belmont Minor Hockey, by providing notice to the other Party of its intention to terminate its organization's membership in the Association. Members may resign from the Association by submitting a resignation in writing addressed to the Secretary of the Association, who in turn notifies the Board members.
- (c) Members in good standing shall be those admitted to membership and who have paid all required membership fees to the Association, if any. Members whose membership fees are in arrears for a period of one (1) month, without agreed prior arrangements, shall be suspended from membership and not permitted to vote, make nominations or hold office in the Association. The Secretary shall inform those concerned of this suspension in writing.

6.4 Right to Attend and Vote

Only the Delegates, representing the Voting Members, shall be entitled to notice of, attend, and to vote at all Members' Meetings of the Association. The directors of Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey, who are not also Delegates, and the Local League Members shall be entitled to notice of and attend all Members' Meetings of the Association, but shall have no right to vote at such Members' Meetings, but shall be entitled to receive information and reports from the Board and, with the consent of the Chair, participate in any general discussion involving the affairs of the Association.

6.5 Disciplinary Act or Suspension for Cause

- (a) Subject to Section 6.6 below, the Board may discipline or suspend any Non-Voting Member's or Delegate's membership privileges for a period of time, not exceeding one (1) year, or terminate a Member or Delegate in the following circumstances:
 - (i) for a material breach of any of provision of the Articles, By-laws or Policies;
 - (ii) for carrying out any conduct deemed detrimental to the Association, as determined by the Board in its sole discretion, including violating the Association's Code of Conduct;
 - (iii) for any other reason that the Board in its sole and absolute discretion considers to be reasonable, having regard to the purpose(s) of the Association.

6.6 Remedies for Members' or Delegates' Conduct

(a) In the event any one or more of the circumstances described in Section 6.5 should occur,

(i) a disciplinary or termination action may be taken against the Member or Delegate, provided the affected Member or Delegate shall be given at least fifteen (15) days' written notice that the Board has commenced an investigation against the Member or Delegate for an alleged act committed by the Member or Delegate under Section 6.5, including the nature of any potential disciplinary action or termination being contemplated by the Board; and the Member or Delegate shall be given an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before any disciplinary action or termination of membership taken by the Board against the Member or Delegate becomes effective. The Member or Delegate shall be forthwith notified in writing upon the Board rendering a decision. The provisions of this Section 6.6 are in addition to any Policies adopted by the Board from time to time. All disciplinary or termination actions taken against a Member or Delegate shall be done in good faith and in a fair and reasonable manner; or

(ii) notwithstanding paragraph 6.6(a)(i), if the Board has received a complaint or otherwise becomes aware of any allegation that a Member or Delegate has committed or is threatening to commit an act under Section 6.5, the nature and severity of which is sufficiently serious or egregious to warrant immediate action by the Board, the Board may, in its sole discretion acting reasonably, deliver a notice of suspension to the Member or Delegate, with reasons, suspending the Member's or Delegate's membership rights and privileges, until such time as the Board has had an opportunity to investigate and decide upon the allegations. The Board will adhere to applicable rules of procedural fairness in a timely manner, including giving the affected Member or Delegate an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the Board decides upon any disciplinary action or termination to be taken against the Member or Delegate. If, after an investigation, the Board determines that the allegations are without merit, unsubstantiated or do not support any termination of membership, such suspension shall be lifted, subject to any other disciplinary action the Board may elect to invoke. If, however, the Board determines that, after an investigation, there is sufficient evidence to justify terminating the Member's or Delegate's membership in the Association, the membership of such Member or Delegate shall be permanently terminated. In either case, the Member or Delegate shall be forthwith notified in writing upon the Board rendering a decision.

ARTICLE 7 LOCAL LEAGUE MEMBERSHIP RIGHTS

7.1 The Association acknowledges that:

(a) Local League Members shall continue to be members of Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey in accordance with the Dorchester By-laws, Aylmer Minor By-laws and Belmont 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 Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey on the basis of which Local League a player registers with to play.

(d) Representative Team hockey players within the Association's territory, Local League Members rights with their respective Local League Organizations will be determined using the player's residential address within such territory, using the OMHA borders in place between the Parties, as recognized at the time of signing of these By-laws.

(e) Subject to the internal allocation of Local League Members between Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey, the Local League Members shall exercise their rights within their respective Local League Organizations, for all purposes provided for under the Act, including the right to attend membership meetings, exercise voting rights, and elect the directors of their respective Local League Organizations, and thereby indirectly to the Association.

(f) The Local League Members shall be entitled to appropriate prior notice, and the right to attend the Association's Members' Meetings, including the right to receive information and reports from the Board and, with the consent of the Chair, participate in any general discussion involving the affairs of the Association. Notwithstanding the foregoing, Local League Members' voting rights shall be limited to the right to vote at the membership meetings of their respective Local League Organizations and the Local League Members shall not be entitled to vote at Members' Meetings.

ARTICLE 8 MEETINGS OF THE MEMBERSHIP

8.1 Annual Meeting of Members

The Annual Meeting of the Members shall be held prior to May 30th each year, at a time, place (in-person and/or virtually) and day determined by the Board. Any Member, upon request, shall be provided, not less than five (5) Business Days before the Annual Meeting, or as may otherwise be prescribed by the Act, with a copy of the approved year-end financial statements of the Association, any applicable auditor's report or review engagement report, as the case may be, and any other financial information required by the By-laws or Articles.

8.2 Business to be Transacted

The following business shall be transacted at the Annual Meeting, to be set out in the agenda of such Annual Meeting;

- (a) approval of the agenda;
- (b) approval of the minutes of the previous Annual Meeting;
- (c) receiving reports of the activities of the Association during the preceding year;
- (d) receiving information regarding the planned activities of the Association for the current year;
- (e) receiving the annual financial statements and the audit or review engagement report, as the case may be, of the public accountant of the Association;
- (f) appointment or reappointment of the auditor or public accountant conducting either an audit, a review engagement, or a waiver of both for the ensuing year, as the case may be, subject to the requirements under the Act;
- (g) consideration of any proposed amendments to the Association's Articles or By-laws proposed by the Board;
- (h) subject to the Act, consideration of any written proposals submitted by a Voting Member to the President or Secretary of the Association by no later than 4:00 p.m. on the 60th day immediately preceding the date of the Annual Meeting, subject to Section 8.7 below;
- (i) transaction of any other special business that may properly come before the Annual Meeting, the particulars of which to be included in the notice of Annual Meeting; and
- (j) the election of Directors to the Board.

8.3 Special Meetings of Members

Business transacted at a Special Meeting shall be limited to that specified in the notice calling the meeting. In addition to the Annual Meeting referred to herein, a Special Meeting of the Members may be called at any time by:

- a) the President or a Vice-President in the absence of the President;
- b) on petition in writing to the Secretary signed by any three (3) Directors; or
- b) On requisition to the Board, signed by at least 10% of all Delegates representing the Voting Members, specifying the nature of the business to be discussed at such Special Meeting. Subject to the Act, including the exceptions described in paragraphs 8.7(e)(ii) to (vi) below, upon receiving such a requisition, the Board shall call a Special Meeting within twenty-one (21) days. If the Board does not call the Special Meeting within the twenty-one (21) day period, any Delegate who signed the requisition may call the meeting.

The only business that may be conducted at a Special Meeting shall be the matter or matters specified in the notice of such meeting, and no other.

8.4 Notice of Meetings

(a) Annual Meeting

Notice of the Annual Meeting shall set out the agenda, including particulars of any other business to come before the Annual Meeting, the time and the place of the Annual Meeting. Notices of the Annual Meeting shall be published on the Association's website, and distributed by means of telephonic, electronic or other communication facility using the membership distribution lists for Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey at least thirty (30) days, but not more than fifty (50) days, prior to the date of such meeting, or as may otherwise be prescribed under the Act.

(b) Special Meetings

Notice of any Special Meeting, along with the applicable agenda setting out the nature of the business to be conducted at such meeting. If the meeting is public the agenda shall be published on the Association's website, and distributed by means of telephonic, electronic or other communication facility using the membership distribution lists for Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey at least fifteen (15) days, but not more than fifty (50) days, prior to the date of such meetings, or as may otherwise be prescribed under the Act.

(c) Meetings held by Telephonic or Electronic Means

In the case of a Members' Meeting held entirely or partially by telephonic or electronic means, the notice of meeting must include instructions for attending and participating in the meeting and, if applicable, instructions for voting electronically at the meeting. If the meeting is held entirely by telephonic or electronic means, the notice of meeting need not specify a place of the meeting.

8.5 Quorum

A quorum for an Annual Meeting or Special Meeting of the Association shall be a minimum of nine (9) Delegates eligible to vote and present in-person or by any permitted telephonic, electronic or other communication facility, provided that there shall be no fewer than three (3) Delegates appointed by each Voting Member present. No business shall be transacted in the absence of a quorum except to take measures to obtain a quorum, to establish the time to which to adjourn, or to take a recess.

8.6 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) Subject to Section 8.11, the Chair presiding at a Members' Meeting, shall be entitled to vote, and in the event of a tie, shall have a second and casting vote;.
- (c) An abstention by a Delegate shall not be considered a vote cast;
- (d) 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 will be made by the Chair that a resolution has been carried or defeated by a particular majority and an entry to that effect entered into the minutes of the meeting as conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.
- (e) Notwithstanding paragraph 8.6(d) above, any vote referred to in that subsection may be held, in accordance with the regulations under the Act, if any, entirely by means of a telephonic, an electronic or other communication facility, if the Association makes available such a communication facility. Any Delegate participating in a Members' Meeting under Section 8.9 may vote at that meeting, and that vote may be held, in accordance with the regulations under the Act, if any, by means of the telephonic, electronic or other communication facility that the Association has made available for that purpose.

8.7 Proposals

- (a) At least sixty (60) days before an Annual Meeting, a Delegate may give notice to the Association of a matter that a Voting Member proposes to raise at the meeting. Subject to the exceptions set out in paragraph 8.7(e) below, the Association must include the proposal in the notice of Annual Meeting.
- (b) Upon the request of the Delegate who submits a proposal, the Association shall include in the notice of the meeting a statement in support of the proposal by the Delegate and the name of the Delegate and Voting Member. The statement and the proposal must together not exceed a maximum of 500 words, or as may otherwise be prescribed under the Act. The Board shall be entitled to include its own statement with the notice of the meeting and/or speak to the proposal at the Annual Meeting, whether in support or opposition to such proposal.
- (c) A Delegate who submits a proposal on behalf of a Voting Member shall pay any cost of including the proposal and any statement in the notice of the meeting at which the proposal is to be presented.
- (d) The Delegate who submits a proposal must be present and speak to the motion at the Members' Meeting at which it is to be considered and voted on by the membership, otherwise the proposal shall not be tabled, and no vote shall be taken on the proposal.

(e) In accordance with the Act, the Board may exclude a proposal in the notice of Annual Meeting only if:

- (i) The proposal was not submitted at least 60 days prior to the Annual Meeting;
- (ii) The proposal's primary purpose clearly appears to be to deal with a personal claim or resolve a personal complaint against the Association or any of its Directors, Officers, Members, Delegates, or creditors;
- (iii) The proposal clearly does not relate, in any significant way, to the activities or affairs of the Association;
- (iv) The right to make a proposal is being abused to secure publicity;
- (v) A similar proposal was submitted and defeated by the Association's Voting Members within the last two (2) years; or
- (vi) The Voting Member who submitted the proposal failed to present a proposal at a Members' Meeting that such Voting Member previously submitted within the last two (2) years.

8.8 No Proxies

Proxies will not be permitted. The Delegates representing the Voting Members of the Association must be present in-person or by any permitted telephonic, electronic or other communication facility at the Annual Meeting and any Special Meetings of the Association in order to exercise their voting rights in relation to matters coming before the Annual Meeting and any Special Meetings.

8.9 Members' Meetings held by Telephonic or Electronic Means

The Board may choose to hold a Members' Meeting entirely by one or more telephonic or electronic means, or by a combination of in-person attendance and one or more telephonic or electronic means, that enables all persons entitled to attend the meeting to reasonably participate. A Member participating in such a meeting is deemed to be present at the meeting. Any person participating in a Members' Meeting pursuant to this section who is entitled to vote at that meeting may vote, subject to the Act, by means of any telephonic or electronic means made available for that purpose.

8.10 Adjournments

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

8.11 Chair

In the absence of the President and the Vice-President, those Delegates entitled to vote and present at any Members' Meeting shall be entitled to choose another Director as 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 Local League Member to be Chair. In cases where an individual Local League Member acts as the Chair, the Chair will not be entitled to cast a vote.

ARTICLE 9 BOARD OF DIRECTORS

9.1 Composition of the Board

Eligibility

To be eligible to be a Director of the Association, such person:

- (i) shall be an individual who is eighteen (18) years of age or older;
- (ii) shall not be an undischarged bankrupt;
- (iii) shall not be a person who has been found to be incapable by any court in Canada or elsewhere;
- (iv) shall not be a person who has been found under the *Substitute Decisions Act, 1992* or under the *Mental Health Act* to be incapable of managing property;
- (v) shall be a Local League Member of either Dorchester Minor Hockey, Aylmer Minor Hockey or Belmont Minor Hockey at the time of his or her election or appointment;
- (vi) shall remain a Local League Member of Dorchester Minor Hockey, Aylmer Minor Hockey or Belmont Minor Hockey throughout his or her term of office.

9.2 Interim Board of Directors

Upon the enactment of these By-laws, the Voting Members shall elect Twelve (12) Directors to the Board of the Association (the “**Interim Board**”), comprised of four (4) 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 elect 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 Dorchester Minor Hockey, Aylmer Minor Hockey or Belmont Minor Hockey during the negotiation of the Agreement, to ensure adequate knowledge and familiarity with the Agreement and the intent of the Parties.

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

9.4 Permanent Board of Directors

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

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

9.6 Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey shall each be entitled to nominate and elect or appoint, as the case may be, Four (4) representative Directors to the Board (for a total of Twelve (12) Directors in possession of voting rights) and each Voting Member shall be entitled to remove and replace their respective nominees from time to time in accordance with these By-laws.

9.7 Consecutive Terms

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

ARTICLE 10 PROCEDURE FOR ELECTION OF DIRECTORS

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

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

10.2 The positions enumerated in Section 10.1 shall be filled by the directors on the boards of Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey who have been elected by their respective Local League Members. To the extent possible, those persons appointed to positions on the Board shall be selected from among those persons holding the same or similar positions on the board of their Local League Organization.

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 Dorchester By-laws, Aylmer By-laws and Belmont 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 9.6. 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 two (2) Directors from amongst the directors on the board of each Local League Organization each year to be elected/appointed to the Board with the twelve (12) directors on the Board holding those positions on the Board of the Association each year. The position of President will be rotated each year so that each organization will hold the position of President every three (3) years. The organizations not holding the position of President will each hold the position of First or Second Vice President. For the purposes of maintaining continuity of Directors, the Board will always consist of at least six (6) Directors from the previous year's Board. Upon the enactment of these By-laws, all 12 Directors put forward by Aylmer Minor Hockey, Belmont Minor Hockey and Dorchester Minor Hockey to form the Interim Board will automatically be elected to the Association's Board, with six (6) Directors being elected for a two (2) year term each, and six (6) Directors being elected for a one (1) year term each, all as more particularly set out and described in **Schedule "B"** hereto. Once an appropriate rotation has been established, the applicable term for all Directors will be two (2) years.
- 10.6** Following the election of directors to the boards of Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey by the Local League Members, the boards of Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey shall each automatically be entitled to elect their respective four (4) Directors to the Association's Board in accordance with these By-laws.
- 10.7** The Association's Board shall have the authority to select an Executive Committee by appointment from among the Directors on the Board.
- 10.8** The term of each Director shall officially commence on June 1st of the year in which they were elected or appointed as a Director by their Local League Organization.

10.9 Removal of Director by Local League Organizations

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

10.10 Removal of Director for Absenteeism

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

10.11 Resignation of Director

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

10.12 Suspension by Board

Notwithstanding that only the Voting Members may remove a Director prior to the end of his or her term in accordance with this Article 10, the Board may, by special resolution passed at a special meeting of the Board, suspend a Director from attending and voting at Board meetings as a result of a major infraction alleged to have been committed by such Director, in violation of the Association's Code of Conduct, or similar Policies, pursuant to a formal complaint, where the nature and severity of such alleged infraction is sufficiently serious to warrant the Director's suspension from the Board until the earlier of such time as the Board has had a sufficient opportunity to investigate and decide upon the complaint, provided the Board adheres to applicable rules of procedural fairness in a timely manner. If, after such investigation, the Board determines that the complaint is without merit unsubstantiated or does not support the permanent removal of the Director, such suspension shall be lifted, subject to any other disciplinary sanction the Board may elect to invoke. If, after such investigation, the Board does determine that there is sufficient evidence to seek the removal of the Director permanently, the suspension shall remain in place while the Board forthwith calls a Special Meeting for the purpose of asking the Voting Members to vote for the removal of such Director before the expiration of the Director's term of office, or the intention to remove the Director at the next Annual Meeting.

ARTICLE 11 COMPOSITION OF THE BOARD

11.1 Responsibilities of Directors

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

11.2 President

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

- a) Preside as the Chair, preserve order, and shall decide questions of order at all meetings

of Association;

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

11.3 First Vice-President

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

- a) perform the duties of the President in the event of the President's absence or illness;
- b) serve on the Coach Selection Committee in the absence of the President;
- c) act as Chair of the Fundraising/Sponsorship committee;

11.4 Second Vice-President

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

- a) perform the duties of the President in the event of the President's and First Vice-President's absence of illness;
- b) serve on the Coach Selection Committee in the absence of the President;
- c) Act as Chair of the Discipline and Ethics Committee;

11.5 Secretary

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

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

11.6 Treasurer

The Treasurer's duties shall include:

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

11.7 Equipment Manager

The Equipment Manager's duties shall include:

- a) maintain an inventory of all equipment owned by Association;
- b) be responsible for the availability of adequate equipment for all teams, and storage of the equipment;
- c) accept and forward requests to the board regarding other organizations or individuals requests to make use of Association equipment;
- d) recommend policy to the Board regarding purchasing of equipment;
- e) communicate to coaches their responsibility for their team jerseys and all related equipment;

- f) recommend the sale of used equipment and jerseys to the Board;
- g) form an ad hoc committee to assist with the handing out of jerseys or equipment.

11.8 Coach Coordinator Director

The Coach Coordinator Director duties shall include:

- a) gather and review all head coach applications for completeness
- b) serve as chair of the Coach Selection Committee and make recommendations to the Board for appointing a head coach for each team.
- c) prepare and deliver a Coaches meeting at the beginning of the season to review requirements and expectations
- d) assist in recruiting team officials for each team;
- e) ensure all coaching staff have completed required certifications and training, as set out by OMHA;
- f) act as a resource and mentor coaching staff throughout the season

11.9 Tournament / Special Events Coordinator

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

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

11.10 Player Development Director

The Player Development Director's duties shall include:

- a) assessing and addressing the specific skill development needs of the Association
- b) obtaining proposals from various skill and development agencies;
- c) working with the Ice Schedule Convenor to obtain ice time for development sessions;

- d) coordinating with the local associations' Player Development Coordinators to maximize value and player opportunities;

11.11 Ice Convenor

The Ice Convenor's duties shall include:

- a) assess the ice requirements for the Association and shall enter contracts with the East Elgin Community Complex to meet these needs;
- b) apportion the ice and times in a fair and equitable manner and present a report regarding ice schedule to the Board;
- c) report any discrepancies of ice times recommendations to resolve the matter to the President
- d) liaise with the OMHA Rep, Local Ice Convenor's, and the Referee in Chief;
- e) recommend policy to the Board regarding ice scheduling;
- f) represent the interests of Association in SHL game scheduling

11.12 Registrar

The Registrar's duties shall include:

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

11.13 OMHA Rep / Referee and Timekeeper Coordinator

- d) be the primary contact for and attend all meetings of the OMHA;
- e) represent the interests of Association in SCMHL or SHL game scheduling;

- f) be the contact in all matters of discipline stemming from game play;
- g) liaise between the OMHA and the Board;
- h) ensure that each Representative Team Coach has a copy of the OMHA rules and regulations;
- i) ensure scores for all league games are reported
- j) recommend policy to the Board regarding Representative League operations;
- k) schedule referees and timekeepers
- l) send records of payment to the Treasurer;
- m) recruit, train, monitor, and evaluate the performance of timekeepers;
- n) ensure refereeing and timekeeper complaints are addressed and solved in a timely fashion;
- o) recommend policy to the Board regarding referees and timekeepers, including an estimation of fees;

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

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

ARTICLE 12 EMPLOYEES OF THE ASSOCIATION

12.1 Retention of Employees

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

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

ARTICLE 13 AUTHORITY OF THE ASSOCIATION

13.1 Powers and Jurisdiction

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

borders, centre point determination, travel permits, and affiliation rights to any other organizations.

(g) Selection and appointment of all Representative Team hockey coaches and support staff.

(h) Administration of Representative Team hockey tryout process.

(i) Responsibility for all Risk Management, Safety, OMHA Code of Conduct, Respect in Sport, and disciplinary matters involving both the Representative Team and Local League hockey operations of both Parties.

(j) Administration of a centrally managed equipment and uniform purchasing function on behalf of the Representative Teams.

(k) Responsibility for negotiating and securing favorable municipal ice contracts on behalf of the Representative Team and Local League hockey operations of both Parties, as well as responsibility for administering any ice allocation and scheduling functions required by the Parties.

(l) Responsibility for administering a jointly administered tournament function on behalf of the Representative Teams.

(m) Responsibility for player Skill Development and Coaching Qualification & Development for all Representative Teams and Local League teams.

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

(a) Day to day management and administration of Local League teams.

(b) Selection and appointment of Local League coaches and support staff.

(c) Local League Skill Development Initiation Programs (IP).

(d) Local League equipment, uniform, team and fan wear purchases and administration.

(e) Independent participation in LMLL matters, including the right to appoint a separate Local League delegate to LMLL meetings.

(f) Local League community matters involving volunteers, sponsors, fundraising and special events.

(g) Ongoing financial independence regarding the use of Local League owned assets, equipment and segregated monetary reserves not specifically allocated by the Local League Organizations for shared use by the Association.

- 13.6** For greater clarity, Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey agree to be exclusively governed and bound by those decisions of the Association's Board on all issues set out in Section 13.4 above, and the Association shall respect those decisions made by Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey on all matters of a strictly local nature, as set out in Section 13.5 above.
- 13.7** For the purposes of these By-laws, the division of jurisdictional responsibilities enumerated by the Parties in the Agreement are expressly incorporated by reference into these By-laws.

13.8 Rules of Operation & Association Policy

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

ARTICLE 14 MANAGEMENT OF THE ASSOCIATION

14.1 Regular Board Meetings

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

14.2 Special Board Meetings

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

14.3 Notice of Board Meetings

- (a) Notice of all Board meetings shall be communicated to all Directors at least five (5) Business 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 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.

14.5 Quorum

A quorum for the transaction of business at all meetings of the Board shall consist of at least half of the elected Board plus one (1), whether in-person or by one or more telephonic or electronic means, 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.

14.6 Directors' Meetings held by Telephonic or Electronic Means

The President of the Association may choose to hold a meeting of the Board, or a committee of the Board, entirely by one or more telephonic or electronic means, or by a combination of in-person attendance and by one or more telephonic or electronic means, that permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously during the meeting, and a Director participating in the meeting by these means is deemed to be present at the meeting.

14.8 Accountant and Audit Requirements

Subject to the requirements and waivers available under the Act, on an annual basis, the Board shall appoint a public accountant of the Association to conduct an independent audit or review of the Association's financial books, records and statements. The audit report or review engagement of the public 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 at the Annual Meeting and to the Local League Members of Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey during the course of their respective annual membership meetings.

14.9 Matters Requiring Special Consent of the Members

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

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

14.10 Elected Directors Voting on Matters Requiring Special Consent

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

(b) For the purposes of those matters requiring special consent set out in 14.9 above, the Delegates representing Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey must first bring any proposed amendments to an annual or special meeting of the members of each Local League Organization, at which the Local League Members entitled to vote must approve and authorize such amendment by special resolution.

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 Conflict-of-Interest 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 the Conflict-of-Interest matter is first taken into consideration or, if the individual is not yet a Director at the date of that Board meeting, at the next Board meeting held after the Director assumes the office.
- (c) After making such a declaration, no Director shall vote on such Conflict-of-Interest matter, nor shall he or she be counted in the quorum in respect of the Board meeting at which such Conflict-of-Interest matter is considered.

- (d) To ensure equal representation of the Parties at the Association Board meeting, for items where Conflict-of-Interest is declared by a Director of one Party, a Director of the other Parties shall also refrain from participating and voting on the matter.
- (e) If a Director has made a declaration of a Conflict-of-Interest in compliance with this Section, the Director is not accountable to the Association for any profit realized from the declared Conflict-of-Interest.
- (f) If a Director fails to make a declaration of a Conflict-of-Interest in compliance with this Section, the Director shall account to and reimburse the Association for all profits realized, directly or indirectly, from such undeclared Conflict-of-Interest.

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** Except as otherwise provided in these By-laws, all questions arising at any meeting of the Board shall be decided by a simple majority of votes by those Directors in possession of voting rights. Votes may be taken by secret ballot if requested by any Director present, but in the absence of any such demand, votes shall be by a show of hands for or against. In routine matters dealing with day-to-day operational issues, the President shall have a tie breaking vote on the Board.
- 15.2** In matters involving a material difference of opinion between the Parties involving the terms of the Agreement or these By-laws, including those matters requiring the special consent of Voting Members, should there be a deadlock between the Directors with voting rights appointed by Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey, the Board shall appoint a mutually agreeable representative of the OMHA to act as mediator in an attempt to resolve the impasse.
- 15.3** Should no mutually agreeable resolution be reached, the mutually appointed OMHA Representative shall cast the tie breaking vote. The results of such a decision shall be considered to be final and conclusive and no right of appeal shall apply.

ARTICLE 16 COMMITTEES OF THE BOARD

- 16.1** The following Committees shall be standing committees of the Board of the Association:
 - (a) Executive Committee;
 - (b) Finance and Budget Committee;
 - (c) Representative Hockey Operations Committee;

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

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

16.3 Executive Committee

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

16.4 Finance and Budget Committee

- (a) The Finance and Budget Committee shall be Chaired by the Vice President and shall consist of the Treasurer, the Fundraising and Sponsorship Director, and the Registrar. Additional Directors, staff or non-voting members may be called on to provide budget input.
- (b) The Finance and Budget Committee shall:
 - (i) prepare a budget for the Association not later than January 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.
 - (iv) Provide monthly reports to be presented at the board meetings
 - (v) Provide a year-end report to be presented at the Annual Meeting

16.5 Representative Hockey Operations Committee

- (a) The Representative Hockey Operations Committee shall consist of the President, Vice President, the two (2) Rep Convenors and the Coach Coordinator Director. This committee will be rotated on a two-year rotation.
- (b) The Representative Hockey Operations Committee shall:
 - (i) provide oversight and support for the Representative Hockey Teams pursuant to the Policies of the Association;
 - (ii) establish and monitor Policies relating to Representative Hockey Operations provided that such Policies shall be and remain consistent with all other Policies of the Association;
 - (iii) recruit and train volunteers to perform the functions required to operate the Representative Hockey Teams;
 - (iv) provide management and support for the Representative Team tryout process, including the selection of an independent panel to objectively assess players;
 - (v) provide management and support for the Representative Team coaching selection process, in accordance with the Association's Policies; and

- (vii) recommend policy to the Board regarding Representative Hockey Operations.

16.6 Fundraising Committee

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

16.7 Discipline and Ethics Committee

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

The Discipline & Ethics Committee shall:

- (i) implement and enforce all OMHA Risk Management Programs;
- (ii) review all complaints and situations received by the Association involving officials, players, Directors, parents, participants, Local League Members, volunteers, on and off ice officials, etc. that fall under the guidelines of the OMHA Code of Conduct, OMHA, Hockey Canada and OHF Rules and Regulations, and applicable Risk Management Programs;
- (iii) conduct investigations and formal hearings as necessary in accordance with applicable Association and OMHA/OHF and HC policies;
- (iv) seek to mediate and resolve conflicts between program participants in an amicable manner, where possible;

- (v) recommend and impose remedial action and disciplinary sanctions against those program participants found to be in breach of applicable policies, where warranted; and
- (vi) carry out other duties as assigned by the Board, Executive Committee, or the President.

16.8 The Coaching Selection/Evaluation Committee

- (a) The Coaching Selection/Evaluation Committee shall be chaired as per section 11.10. The Coaching Selection Committee shall consist of the Coach Development Director plus any neutral parties at the discretion of the committee being equally represented from each of the Parties.
- (b) The Coaching Selection Committee shall consist of an equal number of Committee members from the Local League Organizations. The Committee shall be responsible for preparing a Coaching Selection Policy for consideration and approval by the Board to assist in the fair and objective selection of skilled and competent Representative Team Coaches.
- (c) The Coaching Selection Committee shall be responsible for implementing a Rep Coach Selection Process in accordance with the Coaching Selection Policy, conducting an evaluation and interview of qualified candidates, determining the most suitable Head Coach candidate for each Team under consideration as well as their supporting Bench Staff, and nominating such candidates to the Board for final ratification and approval.
- (d) The Coaching Selection Committee shall provide day to day managerial oversight, development, mentoring and support to Rep Team Coaches, helping to ensure their adherence to applicable rules, implementation of Hockey Canada skill curriculum elements into player development and practice plans, and assisting Coaches to achieve and maintain their credentials through workshops and training; coordinate with the OMHA concerning applicable coaching certification, evaluation and training program, and provide any necessary information to the Association and its volunteers for the purposes of training and developing highly skilled Coaches;

16.9 Restrictions on Delegating

In accordance with the Act, the Board may not delegate the following powers to a committee of Directors under this Article 16:

- (a) To submit to the Members any question or matter requiring the approval of the Members;
- (b) To fill a vacancy among the Directors or in the position of auditor or of a person appointed to conduct a review engagement of the Association;
- (c) To appoint additional Directors;
- (d) To issue debt obligations, except as authorized by the Board;
- (e) To approve any annual financial statements required under the Act;
- (f) To adopt, amend or repeal By-laws; or

- (g) To establish any annual fees or contributions to be made or annual dues to be paid, by the Members.

ARTICLE 17 TERRITORY AND BORDERS

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

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

ARTICLE 18 CENTRE POINT

18.1 The Voting Members have mutually agreed upon an acceptable Centre Point for the Association, as agreed to and sanctioned by the OMHA. Until otherwise altered or amended by the Board and the OMHA, the Centre Point for the Association shall be **the intersection of Crampton Drive and Elgin Road in Middlesex County, Ontario.**

ARTICLE 19 TEAM NAME AND OFFICIAL COLOURS

19.1 The Voting Members have selected the team name Elgin Thames 73's with a uniform colour scheme of navy blue, light blue and white. Future changes or alterations shall remain distinct from the current branding of Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey.

ARTICLE 20 AAA AFFILIATION RIGHTS

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

ARTICLE 21 EXECUTION OF DOCUMENTS

21.1 Execution of Documents:

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

21.2 Signing Documents Electronically and Counterparts:

Unless otherwise prohibited by law, all contracts, agreements, instruments, By-laws, resolutions and other documents of the Association (collectively the “**Documents**”), required to be signed by one or more of its Officers, Directors or Members (including Delegates), subject to Section 22.1 above, may be signed electronically, including, without limitation, through DocuSign, Adobe Acrobat Sign or other similar applications. Documents may be signed in any number of counterparts (including counterparts by scanned or electronic signature) and each such counterpart shall be deemed to be an original, all of which taken together shall be deemed to constitute one and the same instrument. Delivery of a Document as a printed counterpart (whether or not the counterpart was signed electronically), by facsimile, transmission over an electronic signature platform or as a scanned image (e.g., .pdf or .jpg file extension) attached to electronic mail, bearing the signature of an Officer, Director or Member (including a Delegate) of the Association, as the case may be, shall be as valid, enforceable and binding as if an originally signed copy of the Document had been delivered in person.

21.3 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 Association contracts or agreements are filed for safekeeping.

ARTICLE 22 FINANCIAL YEAR

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

ARTICLE 23 BANKING ARRANGEMENTS

23.1 Banking Resolution

The Board shall designate, by resolution, the Directors (minimum of three (3) with one (1) Director representing each Party) and other persons authorized to transact the banking business of the Association, or any part thereof, with the bank, trust company, or other corporation carrying on a banking business that the Board has designated as the banker of the Association, to have the authority to set out in the resolution, including, unless otherwise restricted, the power to:

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

23.2 Deposit of Securities

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

ARTICLE 24 BORROWING BY THE ASSOCIATION

24.1 Borrowing Power:

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

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

24.2 Borrowing Resolution:

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

ARTICLE 25 NOTICE

25.1 Computation of Time:

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

25.2 Omissions and Errors:

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

25.3 Method of Giving Notice:

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

ARTICLE 26 PASSING AND AMENDING BY-LAWS

- 26.1** The Board and any Voting Member in good standing may recommend amendments to the By-laws of the Association to the Members. A By-law or amendment to a By-law recommended by the Board shall be presented for adoption at the next Annual Meeting of the Association. The notice of such Annual Meeting shall refer to, describe and explain the By-law or amendment(s) to the By-law to be presented at the Annual Meeting.
- 26.2** If the Board intends to discuss any amendment of the By-laws of the Association at a Board meeting, written notice of such intention shall be sent by the Secretary to each Director not less than ten (10) days before such meeting. Where such notice is not provided, any recommendation to amend the By-laws may nevertheless be moved at the meeting and discussion and voting thereon adjourned to the next meeting for which written notice of intention to pass or amend such By-laws shall be given.
- 26.3** Any amendment to the By-laws proposed by a Delegate on behalf of a Voting Member must be in writing, signed by a current Member in good standing and received by the Secretary or President of the Association at least sixty (60) days prior to the Annual

Meeting, in accordance with Section 8.7 herein. Any amendment must be accompanied by a written reason supporting the change and at least one (1) Delegate who signed the notice of amendment must be present and speak to the motion at the Members' Meeting at which it is to be considered and voted on by the Members' entitled to vote, otherwise the motion shall not be tabled and no vote shall be taken on the motion

- 26.3** All current Members in good standing shall have access to any proposed amendments to the By-laws no less than twenty (15) days prior to the Annual Meeting by electronic mail and/or at a place as stated in the original meeting notice.
- 26.4** A Motion to amend the By-laws recommended by the Board or proposed by a Voting Member must be approved by a combined majority of the Delegates representing Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey, present at the Annual Meeting. Prior to approving an amendment to the By-laws, the Delegates representing Dorchester Minor Hockey, Aylmer Minor Hockey and Belmont Minor Hockey shall first obtain the approval of their respective individual members, in accordance with their Local League Organization's constitution and by-laws.
- 26.5** The Delegates at the Members' Meeting may confirm the proposed By-law or amended By-law as presented or amend or reject the proposed By-law or amended By-Law.

ARTICLE 27 – RULES OF PROCEDURE

- 27.1** The rules contained in the most current edition of Robert's Rules of Order 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 28 REPEAL OF PRIOR BY-LAWS

28.1 Repeal

All prior by-laws of the Association, including the by-laws dated March 17, 2024 of the Association (then named East Elgin Minor Hockey) are hereby repealed as of the coming into force of these By-laws.

28.2 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 29 EFFECTIVE DATE

- 29.1** This By-law shall come into force without further formality upon its enactment after approval by the Voting Members of the Association as hereinbefore set out.

29.2 The foregoing By-law No. 1 is hereby enacted, ratified, sanctioned, confirmed and approved without variation by the affirmative vote of the Voting Members of the Association at a Members' Meeting of the Association duly called and held in Belmont, Ontario, on March 24, 2025, at which a quorum was present.

President of Aylmer MHA

President of Belmont MHA

President of Dorchester MHA

SCHEDULE “A”

TERRITORY AND BOUNDARIES

ELGIN THAMES MINOR HOCKEY

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

Aylmer Minor Hockey Boundary

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

Aylmer Minor Hockey East Boundary

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

Aylmer Minor Hockey North Boundary

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

Aylmer Minor Hockey West Boundary

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

Aylmer Minor Hockey South Boundary

North Shore of Lake Erie

Belmont Minor Hockey Boundary

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

Belmont Minor Hockey North Boundary

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

Belmont Minor Hockey West Boundary

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

Belmont Minor Hockey South Boundary

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

Belmont Minor Hockey East Boundary

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

SCHEDULE "B"

ROTATION OF BOARD ELECTIONS

The positions on the Board of the Association to be held by Aylmer Minor Hockey, Belmont Minor Hockey and Dorchester Minor Hockey in any given year, are enumerated in the chart below, which is designed to allow continuity of operations for the Association. Four (4) directors will be elected from each Local League Organization to complete the twelve (12) Board positions, with two (2) Board positions held by each of Aylmer Minor Hockey, Belmont Minor Hockey and Dorchester Minor Hockey coming up for re-election each year. Subject to these By-laws, while the term of each Director is two (2) years, a Director may hold the same position on the Board, with the exception of President, in each year of their 2-year term, as agreed by a two thirds (2/3) vote of the Board. The role of President, First Vice President and Second Vice President shall be rotated amongst the organizations so that each organization will hold each position once every three (3) years. Once the positions are established in year one (1), the following year to year transitions shall occur:

- Center holding the President's role transitions to the Second Vice President's role;
- Center holding the First Vice President's role transitions to the President's role;
- Center holding the Second Vice President's role transitions to the First Vice Presidents role.

In this regard, the positions to be filled on a yearly basis shall be in accordance with the chart below.

Board Positions
President
First Vice President
Second Vice President
Secretary
Treasurer
Registrar
OMHA Rep
Coach Coordinator
Tournament Director
Player Development Director
Ice Convenor
Equipment Manager

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 two (2) Directors elected/appointed by each Local League Organization up for re-election or appointment each year. For the purposes of clarity, Directors holding the below listed positions on the Board of the Association in year one will be for 1-year terms and will be up for re-election at the 1st Annual Meeting of the Association following their election, and thereafter each such position will be for 2-year terms:

- (a) Coach Coordinator Director
- (b) Player Development Director
- (c) Secretary
- (d) Second Vice-President
- (e) Ice Convener
- (f) OMHA Rep/Referee Coordinator

And those Directors holding the below listed positions on the Board in year one will serve on the Board for 2-year terms and will be up for re-election at the 2nd Annual Meeting of the Association following their election:

- (g) President
- (h) First Vice President
- (i) Registrar and Co-Rep Convenor
- (j) Treasurer
- (k) Tournament/Special Events Director
- (l) Equipment Manager