

**GLANCASTER  
MINOR HOCKEY  
ASSOCIATION**

By-Laws

April 5, 2023

# GLANCASTER MINOR HOCKEY ASSOCIATION

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# GLANCASTER MINOR HOCKEY ASSOCIATION

## BY-LAW NO.1

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

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

### ARTICLE 1 DEFINITIONS

- 1.1** In this By-law and all other By-laws and Resolutions of the Association, unless the context otherwise requires:
- (a) "Act" means the *Not-for-Profit Corporations Act, 2010*, S.O. 2010, Chapter 15, and any statute amending or enacted in substitution therefor, from time to time;
  - (b) "AM" means the annual meeting of the Association;
  - (c) "Agreement" means the Memorandum of Agreement Regarding the Creation of Glancaster Minor Hockey Association, dated April 4, 2023, entered into between Ancaster Minor Hockey and Glanbrook Minor Hockey, and all schedules thereto;
  - (d) "Ancaster Minor Hockey" means Ancaster Minor Hockey League Inc., incorporated by letters patent, pursuant to the Predecessor Act, as a not-for-profit corporation on March 19, 1986 and identified as Ontario corporation no. 654010, which is commonly known and referred to as Ancaster Minor Hockey;
  - (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 Glancaster Minor Hockey Association (or such other name as the Association may in the future legally adopt) created in accordance with the Agreement;
  - (g) "Board" means the board of directors of the Association;
  - (h) "Business Day" means a day other than a Saturday, Sunday or any day on which the principal commercial banks located at the City of Hamilton 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 "Ancaster By-laws" and "Glanbrook By-laws" refer to the general corporate by-laws of Ancaster Minor Hockey and Glanbrook Minor Hockey, respectively;
  - (j) "Centre" is a recognized minor hockey association within the OMHA from a city, town, village, municipality or geographic subdivision which has corporate limits or boundaries

accepted by the OMHA for the purposes of determining hockey eligibility of players for competition within the jurisdiction of the OMHA;

- (k) "Delegate" or "Delegates" means an individual or individuals, as the case may be, who are authorized to represent a Voting Member and vote on behalf of a Voting Member at any Members' Meetings of the Association;
- (l) "Director" means an individual who has been elected or appointed to the Board of the Association;
- (m) "Glanbrook Minor Hockey" means Glanbrook Minor Hockey Association Inc. incorporated by letters patent, pursuant to the Predecessor Act, as a not-for-profit corporation on January 28, 1985, as revived on December 4, 1996, and identified as Ontario corporation no. 604791, which is commonly known and referred to as Glanbrook Minor Hockey;
- (n) "HC" means Hockey Canada (or such other name as the Canadian Hockey Association may in the future legally adopt);
- (o) "House/Local League" means a group of teams from a number of minor hockey associations which compete regularly in a recreational league, and the "House/Local League Organizations" refers to Ancaster Minor Hockey and Glanbrook Minor Hockey;
- (p) "House/Local League Members" shall mean the individual members of each of the House/Local League Organizations, as defined under the Ancaster By-laws and Glanbrook By-laws;
- (q) "Letters Patent" means the letters patent of Ancaster Minor Hockey and/or Glanbrook Minor Hockey, as may be amended from time to time by supplementary letters patent;
- (r) "Members" means all classes of membership in the Association as provided for in Article 5 and "Member" means any one of them;
- (s) "Members' Meeting" means the Association's AM or a special Members' meeting, as applicable in the circumstances;
- (t) "Non-Voting Members" means the class of non-voting members of the Association, as set out in the Articles and Section 6.1(b) of the By-laws;
- (u) "Officers" means the individuals who hold the offices of the Association duly appointed by the Board as set out in Article 11;
- (v) "OHF" means the Ontario Hockey Federation (or such other name as the OHF may in the future legally adopt);
- (w) "OMHA" means the Ontario Minor Hockey Association Inc. (or such other name as the OMHA may in the future legally adopt);

- (x) "Parties" means Ancaster Minor Hockey and Glanbrook Minor Hockey, and "Party" means either one of them;
- (y) "Policies" means written statements governing issues affecting the affairs of the Association, which have been considered and approved by the Board;
- (z) "Predecessor Act" means the *Corporations Act* R.S.O. 1990, Chapter 38, and any statute amending or enacted in substitution therefor, from time to time;
- (aa) "Representative Team" means a minor hockey team which is eligible to play for an OMHA, OHF and/or HC championship and whose players are eligible by age and residence;
- (bb) "Voting Members" means the class of voting members of the Association, and "Voting Member" means any one of them, as set out in the Articles and Section 6.1(a)(i) of the By-laws; and

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

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

- 2.1** The corporate seal of the Association shall be in the form as the Board may by resolution adopt and shall be entrusted to the Secretary of the Association for its use and safekeeping.
- 2.2** The head office of the Association shall be located initially in Ancaster, Ontario at Hammill House, 314 Wilson Street East, Ancaster, Ontario, L9G 2B9 until otherwise determined by the Board, or at such other place in Ontario as the Voting Members may, from time to time, determine by special resolution pursuant to the Act.

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

- 3.1** The purpose of the Association is to organize, develop and promote minor ice hockey for the youth of Glanbrook and Ancaster and those territories granted to the Association by the OMHA from time to time. In particular, the Association shall undertake the operation of a jointly administered Representative Team hockey program to which eligible players from both Ancaster Minor Hockey and Glanbrook Minor Hockey will have affiliation rights.

- 3.2 The Association shall be carried on and operated as a not-for-profit corporation without the purpose of gain, for its Members, Directors, or Officers and any profits or other accretions to the Association shall be used in promoting its objects.
- 3.3 In accordance with the Agreement, Ancaster Minor Hockey and Glanbrook Minor Hockey have agreed to surrender their existing OMHA rights to Representative Teams, and to transfer such rights to the Association, which shall operate, manage and administer a Representative Team hockey program on behalf of the Parties and the House/Local League Members.
- 3.4 Ancaster Minor Hockey and Glanbrook Minor Hockey shall continue to operate their own recreational House/Local League programs on behalf of their respective House/Local League Members, consisting of community specific teams playing out of their hometown arenas and local communities. As the House/Local League Organizations, Ancaster Minor Hockey and Glanbrook Minor Hockey will continue to be responsible for the administration and affairs of their House/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 House/Local League Organizations, pursuant to the terms of the Agreement, have agreed will be managed exclusively by the Association on behalf of the House/Local League Organizations.

#### **ARTICLE 4 AFFILIATIONS**

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

#### **ARTICLE 5 CLASSES OF MEMBERSHIP**

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

#### **ARTICLE 6 TERMS OF MEMBERSHIP AND ELIGIBILITY**

- 6.1 **Terms and Eligibility**
- (a) **Voting Members:**

- (i) Ancaster Minor Hockey and Glanbrook Minor Hockey shall be the only Voting Members of the Association, each entitled to nominate and elect or appoint, as the case may be, an equal number of Directors to the Board. No additional Voting Members shall be permitted to join the Association without the prior consent of both Ancaster Minor Hockey and Glanbrook Minor Hockey.
- (ii) For the purposes of Members' Meetings of the Association, the representative Directors elected or appointed by Ancaster Minor Hockey and Glanbrook Minor Hockey shall also be deemed to be the Delegates authorized to represent their respective House/Local League Organizations and vote on their behalf.

**(b) Non-Voting Members:**

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

**(c) Honorary Lifetime Members:**

An individual who has rendered extraordinary and distinguished service to the Association may be granted an Honorary Lifetime membership in the Association. Individuals may only be nominated to be Honorary Lifetime Members by a Member of the Association and the granting of an Honorary Lifetime membership must be confirmed by a majority vote of the Board. Honorary Lifetime Members shall have no voting rights.

**6.2 Membership and Board Lists**

The Secretary of the Association shall prepare and maintain a list of current Members and Directors of the Association as of the 30th day of November in each year and be updated throughout the year as necessary and be made available to all Members in accordance with the Act. Such list of the Members and Directors shall be used to determine eligibility to attend and vote at the AM, Directors' meetings and any other Members' Meetings that may be authorized and convened from time to time.

**6.3 Termination**

Membership in the Association shall not be transferable and shall terminate upon a Member's resignation in writing, death in the case of an individual membership or in the case of either Ancaster Minor Hockey or Glanbrook Minor Hockey, by providing notice to the other Party of its intention to terminate its organization's membership in the Association. Members may resign from the Association by submitting a resignation in writing addressed to the Secretary of the Association, who in turn notifies the Board members.



## 6.4 Right to Vote

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

### ARTICLE 7 HOUSE/LOCAL LEAGUE MEMBERSHIP RIGHTS

7.1 The Association acknowledges that:

- (a) House/Local League Members shall continue to be members of Ancaster Minor Hockey and Glanbrook Minor Hockey in accordance with the Ancaster By-laws and Glanbrook By-laws, respectively.
- (b) It will operate a consistent registration process for all players both at the Representative Team and House/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 House/Local League and House/Local League Members rights within the recognized boundaries of the Association, all House/Local League Members will be internally allocated between the Ancaster Minor Hockey and Glanbrook Minor Hockey on the basis of which House/Local League a player registers with to play.
- (d) Representative Team hockey players within the Association's territory, House/Local League Members rights with their respective House/Local League Organizations will be determined using the player's residential address within such territory, using the original OMHA borders in place between the Parties, as recognized on December 31, 2022.
- (e) Subject to the internal allocation of House/Local League Members between Ancaster Minor Hockey and Glanbrook Minor Hockey, the House/Local League Members shall exercise their rights within their respective House/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 House/Local League Organizations, and thereby indirectly to the Association.
- (f) The House/Local League Members shall be entitled to appropriate prior notice, and the right to attend the Association's Members' Meetings, including the right to receive information and reports from the Board and participate in any general discussion involving the affairs of the Association. Notwithstanding the foregoing, House/Local League Members' voting rights shall be limited to the right to vote at the membership meetings of their respective House/Local League Organizations, and House/Local League Members shall otherwise not be entitled to vote, save and except as may be

provided in Directors acting in their capacity as Delegates for the purposes of representing their respective House/Local League Organizations.

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

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

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

- (a) approval of the agenda;
- (b) approval of the minutes of the previous AM;
- (c) receiving reports of the activities of the Association during the preceding year;
- (d) receiving information regarding the planned activities of the Association for the current year;
- (e) receiving and approving the annual financial statements and the report of the auditor (if applicable) of the Association;
- (f) appointment of the auditor or accountant conducting either an audit, a review engagement, or a waiver of both for the ensuing year, as the case may be, subject to the requirements under the Act;
- (g) consideration of any proposed amendments to the Association's Articles or By-laws;
- (h) transaction of any business which relates to the business of the meeting referred to above, and notice and particulars of such business, including any proposed amendments to the By-laws, which must be received by the Secretary of the Association in writing on or before 6:00 p.m. on the 1<sup>st</sup> day of June immediately preceding the AM; and
- (i) the election and/or appointment of Directors to the Board.

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

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

### **8.3 Notice of Meetings**

- (a) Annual Meeting

Notice of the AM shall set out the agenda, including particulars of any other business to come before the AM, the time and the place of the AM, and such notice shall be posted in all Ancaster and Glanbrook Arenas at least thirty (30) days prior to the date of such AM. Notices of the AM shall also be published on the Association's website, and distributed electronically using the membership distribution lists for both Ancaster Minor Hockey and Glanbrook Minor Hockey at least thirty (30) days, but not more than fifty (50) days, prior to the date of such meeting.

(b) Special Meeting

Notice of any Special Meeting, along with the applicable agenda setting out the nature of the business to be conducted at such meeting shall be posted in all Ancaster and Glanbrook Arenas within at least fifteen (15) days prior to the date of such Special Meeting and shall also be published on the Association's website, and distributed electronically using the membership distribution lists for both Ancaster Minor Hockey and Glanbrook Minor Hockey at least thirty (15) days, but not more than fifty (50) days, prior to the date of such meetings.

(c) Error or Omission in Notice

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

#### **8.4 Quorum**

A quorum for an AM or Special Meeting of the Association shall be a minimum of half of the Delegates plus one (1), eligible to vote at such meeting of the Members, and shall be present in person or electronically as may be permitted herein. No business shall be transacted in the absence of a quorum except to take measures to obtain a quorum, to establish the time to which to adjourn, or to take a recess.

#### **8.5 Voting Procedures**

- (a) A majority of votes cast by those Delegates entitled to vote, unless otherwise required by the Act or by the By-laws of the Association, shall decide every question proposed for consideration at Members' Meetings;
- (b) The President will be responsible for presiding as Chair over all Members' Meetings. The Chair presiding at a Members' Meeting shall have a vote only in the event of a tie vote.
- (c) At all Members' Meetings, every question shall be decided by a show of hands, unless a specific count or unless a secret ballot is required by the Chair or requested by any Delegate. Whenever a vote by show of hands has been taken upon a question, unless a specific count or secret ballot is requested or required, a declaration by the Chair that a resolution has been carried or lost by a particular majority and an entry to that effect in the minutes of the meeting is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.

#### **8.6 No Proxies**

Proxies will not be permitted. The Delegates representing the Voting Members of the Association must be present in person at the AM and any Special Meetings of the Association in order to exercise their voting rights in relation to matters coming before the AM and any Special Meetings or they may be allowed to cast their ballot electronically as may be permitted herein.

#### **8.7 Adjournments**

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

#### **8.8 Chair**

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

as Chair and, if no Director is present or if all the Directors present decline to act as Chair, the Delegates present shall choose any other Individual Member of the House/Local League Organizations to be Chair.

## **ARTICLE 9 BOARD OF DIRECTORS**

### **9.1 Composition of the Board**

Eligibility

A Director:

- (i) shall be an individual who is eighteen (18) years of age or more;
- (ii) shall not be a person who has the status of 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 House/Local League Member of either Ancaster Minor Hockey or Glanbrook Minor Hockey at the time of his or her election or appointment;
- (vi) shall remain a House/Local League Member of either Ancaster Minor Hockey or Glanbrook Minor Hockey throughout his or her term of office.

### **9.2 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.

**9.3** The Association shall have a Board consisting of an aggregate of twelve (12) voting Directors, six (6) of whom shall be elected/appointed by each of Ancaster Minor Hockey and Glanbrook Minor Hockey as representative Directors possessing full voting rights.

**9.4** Both Ancaster Minor Hockey and Glanbrook Minor Hockey shall each be entitled to nominate and elect/appoint six (6) representative Directors to the Board (for a total of 12 Directors in possession of voting rights as indicated in section 9.3) and each Voting Member shall be entitled to remove and replace their respective nominees from time to time in accordance with these By-laws.

**9.5** Following the election or appointment of the twelve (12) locally elected/appointed Directors to the Association's Board, the Association's Board shall have the authority

to appoint additional non-voting Directors for certain specialized roles, as provided for under these By-laws.

**ARTICLE 10  
PROCEDURE FOR ELECTION OF DIRECTORS**

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

1. President
2. Sitting President
3. Vice President of Hockey Operations
4. Vice President of Administration
5. Director of Administration - Treasurer
6. Director of Administration - Secretary
7. Director of Administration - Fundraising/Special Events
8. Director of Administration - Equipment
9. Two (2) Directors of Junior Rep Hockey
10. Two (2) Directors of Senior Rep Hockey

**10.2** The directors of Ancaster Minor Hockey and Glanbrook Minor Hockey elected by their respective House/Local League Members to the positions enumerated below in this Section 10.2 shall be eligible to be appointed by the Ancaster Minor Hockey and Glanbrook Minor Hockey to be the Directors of the Association in accordance with Section 10.6 herein.

<b>Ancaster Minor Hockey</b>	<b>Glanbrook Minor Hockey</b>
President	President
Vice-President	Vice-President
Director of Administration	Director of Administration
Director of Administration	Director of Administration
Director of Rep Hockey	Director of Rep Hockey
Director of Rep Hockey	Director of Rep Hockey

**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 Ancaster By-laws and Glanbrook 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 House/Local League Organization whose nominee was so affected so as to maintain a Board consisting of the numbers of nominees specified in Section 9.5. In the event that a substitute Director is appointed by a House/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 House/Local League Organization shall be staggered on an annual basis, providing for three (3) Directors to be elected/appointed from amongst the House/Local League Members of each House/Local League Organization each year, with two alternating "Slates" of Directors being elected at the House/Local League level on alternating years. For further clarity, for the purposes of maintaining continuity of Directors, the Board will consist of at least six (6) Directors from the previous year's Board. To ensure same, notwithstanding any other provision herein, upon the enactment of these By-laws, all 12 Directors on the both "Slates" of directors put forward by Ancaster Minor Hockey and Glanbrook Minor Hockey will automatically be appointed to the Association's Board, with the Directors on "Slate A" (see Section 10.6 below) being appointed for a two (2) year term each, and Directors on "Slate B" will be appointed for a one (1) year term each. Following the first set of appointments/elections, and once an appropriate rotation has been established, the applicable term for all Directors will be two (2) years..

**10.6** The applicable "Slates" for the rotating election of Directors shall be as follows:

**Ancaster Minor Hockey**

<b>Slate "A" (Elected in Even Years) Elected Ancaster Board Position</b>	<b>Glancaster Board Appointment</b>
President	President (subject to section 11.1)
Director of Rep Hockey	Director of Rep Hockey operation
Director of Administration	Director of Administration position

<b>Slate "B" (Elected in Odd Years) Elected Ancaster Board Position</b>	<b>Glancaster Board Appointment</b>
Vice President	Vice President
Director of Rep Hockey	Director or Rep Hockey operations
Director of Administration	Director of Administration position

**Glanbrook Minor Hockey**

<b>Slate "A" (Elected in Even Years) Elected Glanbrook Board Position</b>	<b>Glancaster Board Appointment</b>
Vice President	Vice President
Director of Rep Hockey	Director of Rep Hockey Operations
Director of Administration	Director of Administration position

<b>Slate "B" (Elected in Odd Years) Elected Glanbrook Board Position</b>	<b>Glancaster Board Appointment</b>
President	President (subject to section 11.1)

Director of Rep Hockey	Director of Rep Hockey Operations
Director of Administration	Director of Administration position

**10.7** Following the election to their respective House/Local League Organization’s board of directors, Ancaster Minor Hockey and Glanbrook Minor Hockey shall automatically appoint their respective directors to the Association's Board.

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

**10.9** The term of each Director shall officially commence on July 1st of the year in which they were elected or appointed as a Director.

**10.10 Removal of Director by House/Local League Organizations**

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

**10.11 Removal of Director for Absenteeism**

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

**10.13 Resignation of Director**

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

**10.14 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 or the next Members’ Meeting at which the Members may, in their sole discretion, elect to remove or retain such Director.



**ARTICLE 11  
COMPOSITION OF THE BOARD**

**11.1 Rotating President**

(a) The Board shall have a rotating Presidency. On odd years the President of Ancaster Minor Hockey shall be appointed as President of Glancaster Minor Hockey and shall be responsible for chairing meetings of the Glancaster Minor Hockey Board. Conversely, on even years, the Glanbrook Minor Hockey President shall be appointed President of Glancaster Minor Hockey and shall be responsible for chairing meetings of the Glancaster Minor Hockey Board.

(b) On alternating years while not serving as the Association's President, the President of either Ancaster Minor Hockey or Glanbrook Minor Hockey, as the case may be, shall serve as the non-sitting President of the Association, serving as primary deputy to the Association's President, as well as carry out such other duties and responsibilities as set out in these By-laws.

(c) Notwithstanding the foregoing provisions of this Section 10.7, upon the unanimous consent of the Voting Members, and subject to the incumbent President wishing to continue to remain in that role, any requirement to rotate the Presidency may be temporarily waived on a year-to-year basis, thereby permitting the incumbent President to continue to hold that office for a second (2nd) consecutive year.

**11.2 Rotating Board Positions**

The Association's remaining Board shall have rotating Board Positions, as follows:

(a) Vice-Presidents – Hockey Operations and Administration

Positions will be assigned by the principle officers of the association upon election or appointment to these positions based on prior experience and best fit for the specific role.

(b) Directors of Administration – Treasurer/Secretary/Equipment/Special Events

Positions on the Administrative side are assigned by principle officers of the association upon election or appointment to the Administration position.

(b) Directors of Hockey Operations – 2 Senior Rep/2 Junior Rep Directors

Positions on the Hockey Operations side are assigned by principle officers of the association upon election or appointment to one of the Junior or Senior Rep Director positions.

### **11.3 Appointed Directors Appointed by Board**

In addition to the twelve (12) Directors elected within their respective House/Local League Organizations and subsequently appointed as their representative Directors on the Board, the Association's Board shall have the authority to appoint additional Directors (each being a non-voting Director), possessing specialized knowledge, skill and experience, who shall be responsible for supporting both the Representative Team and House/Local League programs in the following roles:

(a) WebMaster

The Board shall appoint an individual to serve on the Board as Webmaster of the Association, whose responsibilities shall include maintaining the website and all social media for the Association. The individual appointed to this role should have occupational experience with respect to computers, websites and navigating social media.

(b) Tournament Director

The Board shall appoint an individual to serve on the Board as Tournament Director of the Association whose responsibilities shall include organizing tournaments for the Association.

(c) Risk Management Director and Head Trainer

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

**11.14** The Association may, by a special resolution, increase or decrease the number of its Directors, provided however, that the number of Directors each Party is entitled to appoint to the Board with voting rights shall remain equal at all times between the Parties. Any such change to the number of Directors shall be in accordance with Act.

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

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

**ARTICLE 12  
EMPLOYEES OF THE ASSOCIATION**

**12.1 Retention of Employees / Contractors**

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 retain staff, and where need be to terminate the employ of staff.

**12.2** The hiring and termination of all Association staff must be approved by the Board. Any employee(s) hired will be accountable to the President, or their designate. No Director of the Association may be hired as an employee of the Association. Without limiting the generality of the foregoing, the Association will retain staff where necessary, to fill the roles of Administrator/Registrar, Time Keeper/Referee in Chief, and Ice Scheduler, and such positions will provide a shared service to both the House/Local League and Representative Team hockey operations of the Parties.

**ARTICLE 13  
AUTHORITY OF THE ASSOCIATION**

**13.1 Powers and Jurisdiction**

- (a) Except as otherwise provided in these By-laws, the Board may exercise any of the powers and authority granted to the Board under the Act or any other statutes or laws as may be applicable from time to time.
- (b) Without limiting the generality of the foregoing, pursuant to the Agreement, the House/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 House/Local League Organizations by the Board.
- (c) Those issues falling within the exclusive jurisdiction and control of the Association are described as follows:
  - i) All issues involving the administration of a centrally managed and jointly administered Representative Team hockey program on behalf of the Parties.
  - ii) 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.

- iii) Implementation of a consistent registration and player fee structure for both the Representative Team and House/Local League hockey operations of the Parties.
- iv) 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 House/Local League Organizations on a per capita player basis.
- v) Exclusive point of contact and decision maker for both the Representative Team and House/Local League hockey programs operated by the Parties, for all governance related, insurance, program compliance and regulatory issues involving the OMHA, 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.
- vi) 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.
- vii) Selection and appointment of all Representative Team hockey coaches and support staff.
- viii) Administration of Representative Team hockey tryout process.
- ix) Responsibility for all Risk Management, Safety, OMHA Code of Conduct, Respect in Sport, and disciplinary matters involving both the Representative Team and House/Local League hockey operations of both Parties.
- x) Administration of a centrally managed equipment and uniform purchasing function on behalf of both the Representative Team and House/Local League hockey operations of both Parties.
- xi) Responsibility for negotiating and securing favorable municipal ice contracts on behalf the Representative Team and House/Local League hockey operations of both Parties, as well as responsibility for administering any ice allocation and scheduling functions required by the Parties.
- xii) Responsibility for administering a jointly administered tournament function on behalf of the Parties at both the House/Local League and Representative Team hockey levels.
- xiii) Responsibility for player Skill Development and Coaching Qualification & Development for all Representative Teams.

- (d) Those issues remaining within the jurisdiction of Ancaster Minor Hockey and Glanbrook Minor Hockey to be managed at the House/Local League level are described as follows:
- i) Day to day management and administration of House/Local League teams.
  - ii) Selection and appointment of House/Local League coaches and support staff.
  - iii) House/Local League Skill Development and IP Programs.
  - iv) House/Local League equipment, uniform, team and fan wear purchases and administration.
  - v) Independent participation in House/Local League matters, including the right to appoint a separate House/Local League delegate to House/Local league meetings.
  - vi) House/Local League community matters involving volunteers, sponsors, fundraising and special events.
  - vii) Ongoing financial independence regarding the use of House/Local League owned assets, equipment and segregated monetary reserves not specifically allocated by the House/Local League Organizations for shared use by the Association.
- (e) For greater clarity, both Ancaster Minor Hockey and Glanbrook Minor Hockey agree to be exclusively governed and bound by those decisions of the Association's Board on all issues set out in Section 13.1(c) above, and the Association shall respect those decisions made by Ancaster Minor Hockey and Glanbrook Minor Hockey on all matters of a strictly local nature, as set out in Section 13.1 (d) above.
- (f) For the purposes of these By-laws, the division of jurisdictional responsibilities enumerated by the Parties in the Agreement are expressly incorporated by reference into these By-laws.

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

The Board shall have the power to pass all necessary rules, Policies and regulations as deemed expedient by the Board, related in any way to the day to day operations and affairs of the Corporation, including without limitation, a code of conduct outlining a set of values, rules, standards, and principles expected to be followed by the Association's 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 Directors. Business transacted at a Special Board Meeting shall be limited to that specified in the notice calling the meeting.

**14.3 Notice of Board Meetings**

- (a) Notice of all Board meetings shall be communicated to all Directors at least five (5) days in advance of the meeting, unless all Directors agree to the calling of a meeting on shorter notice or the Board meeting is held on a regular day or date each month or immediately following a Members' Meeting;
- (b) Notice shall include a tentative agenda in the case of a regular Board meeting and shall specify the business to be conducted in the case of a special Board meeting.
- (c) No formal notice of any Board meeting shall be necessary if all the Directors are present or if those absent signify their consent to the meeting being held in their absence.

**14.4 Error in Notice**

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

**14.5 Adjournment of Board Meetings**

Any Board meeting may be adjourned at any time and from time to time and such business may be transacted at such adjourned meetings as might have been transacted

at the original meeting from which such adjournment took place. No notice shall be required of any such adjournment.

#### **14.6 Quorum**

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

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

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

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

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

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

Subject to the Act, no decision will be made and no action taken by or with respect to the Association concerning the following special matters, without the express consent of both Ancaster Minor Hockey and Glanbrook 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 of Directors.

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

For the purposes of those matters specifically requiring the special consent of both Members as defined above, the twelve (12) elected Directors representing both Ancaster Minor Hockey and Glanbrook Minor Hockey shall act as the Delegates representing their respective House/Local League Organizations. Such Delegates shall be entitled to vote on such matters, which shall require a majority of the Delegates of both Ancaster Minor Hockey and Glanbrook Minor Hockey to vote in favour of such a 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 an interest in a proposed or existing contract or transaction or other matter relating to the Association shall make a full and fair declaration of the nature and extent of the interest at a Board meeting.
- (b) The declaration of a conflict of interest shall be made at the Board meeting at which the question of entering into the contract or transaction or other matter is first taken into consideration or, if the Director is not at the date of that Board meeting interested in the proposed contract or transaction or other matter, at the next Board meeting held after the Director assumes the office.
- (c) After making such a declaration, no Director shall vote on such a contract or transaction or other matter, nor shall he or she be counted in the quorum in respect of such a contract or transaction or other matter.
- (d) If a Director has made a declaration of an interest in a contract or transaction or other matter in compliance with this Section, the Director is not accountable to the Association for any profit realized from the contract or transaction or other matter.
- (e) If a Director fails to make a declaration of interest in a contract or transaction or other matter in compliance with this Section, the Director shall account to and reimburse the Association for all profits realized, directly or indirectly, from such contract or transaction or other matter.

#### **14.16 Confidentiality**

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

**ARTICLE 15  
VOTING OF DIRECTORS**

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

**ARTICLE 16  
DIRECTOR & OFFICER RESPONSIBILITIES**

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

**(a) President**

The President shall:

- (i) represent the Association in the Ancaster and Glanbrook community;
- (ii) act as Chair of the Board, the Executive Committee, and at all Members' Meetings;
- (iii) exercise general supervision of the Association in accordance with Policies determined by the Board;
- (iv) be a member of all Committees and Sub-committees of the Association;
- (v) report regularly to the Board on matters of interest;
- (vi) delegate tasks and assign additional duties to Directors as necessary;
- (vii) be the delegate for the House/Local League, and attend as many meetings as possible;

- (viii) be responsible for coordinating any player, coaching or volunteer awards bestowed by the Association;
- (ix) be the organizational liaison between the Association and the City of Hamilton;
- (x) act as Association signing authority for all contracts and documents;
- (xi) assist in the transition of duties to the incoming President.

**(b) Vice-President of Hockey Operations**

The Vice-President of Hockey Operations shall:

- (i) assume the duties of the Vice President of Administration and/or President in the absence of either for any reason and shall carry out such other duties as are assigned by the Board or the President;
- (ii) monitor adherence by the Board to all existing Policies of the Association and to inform the Board with respect to any inconsistencies between existing Policies of the Association and a proposed policy for the Association;
- (iii) be responsible for coordinating the recruitment and ratification of any appointed Directors to the Board, or additional Officers and/or convenors that may be necessary;
- (iv) be available to assist any Director requiring assistance in the completion of his or her functions;
- (v) recommend policy to the Board regarding the nomination and election of Directors of the Association, and the organization and conduct of Members' Meetings;
- (vi) be the organizational liaison between the Association and its AAA affiliate;
- (vii) carry out such duties as are assigned by the Board, the Executive Committee or the President; and
- (viii) oversee the duties and responsibilities of the paid employees of the association, and the junior and senior Rep directors;
- (ix) assist in the transition of duties to the incoming Vice-President.
- (x) Will chair all hockey operations committee's including, Coach selection and player evaluation.
- (xii) prepare and report to the Board on the operations of all Representative Teams on a monthly basis;

**(c) Vice President of Administration**

The Vice President of Administration shall:

- (i) assume the duties of the Vice-President of Hockey Operations and/or President in the absence of either for any reason and shall carry out such other duties as are assigned by the Board or the President;
- (ii) monitor adherence by the Board to all existing Policies of the Association and to inform the Board with respect to any inconsistencies between existing Policies of the Association and a proposed policy for the Association;
- (iii) be responsible for coordinating the recruitment and ratification of any appointed Directors to the Board, or additional Officers and/or convenors that may be necessary;
- (iv) be available to assist any Director requiring assistance in the completion of his or her functions;
- (v) recommend policy to the Board regarding the nomination and election of Directors of the Association, and the organization and conduct of Members' Meetings;
- (vii) oversee the duties and responsibilities of the Administrative directors;
- (viii) carry out such duties as are assigned by the Board, the Executive Committee or the President; and
- (ix) assist in the transition of duties to the incoming Director of Administration.

**(d) Director of Hockey Operations – Junior and Senior**

The Directors of Hockey Operations shall:

- (i) assume the duties of the Vice-President of Hockey Operations in the absence of either for any reason, and carry out such other duties as are assigned by the Board or the President;
- (ii) monitor adherence by the Board to all existing Policies of the Association and to inform the Board with respect to any inconsistencies between existing Policies of the Association and a proposed policy for the Association;

- (iii) be available to assist any Director requiring assistance in the completion of his or her functions;
- (iv) be the alternate delegate for the OMHA and attend as many meetings as possible;
- (v) work cooperatively with the Directors of Representative Hockey, in terms of the Representative Hockey Operations Committee;
- (vi) work cooperatively with the Directors of Representative Hockey from the other with respect to appointing members of the Representative Hockey Operations Committee;
- (vii) work cooperatively with the alternate Directors of Representative Hockey from the with respect to appointing members of the Coaching Selection Committee, and act as a member of that Committee;
- (x) submit recommendations for Representative Team coaching candidates from the Coaching Selection Committee to the Board for final approval;
- (ix) work cooperatively with the Directors of Representative Hockey with respect to administering a fair and objective tryout process for Representative Teams, including selection of any independent player assessment panel being used;
- (x) provide management oversight and support for all Representative Teams;
- (xi) assist in the scheduling and re-scheduling of any Representative Team games, including providing support and assistance in the scheduling of OMHA and League playdowns;
  - (xii) ensure that all Representative Team bench staff receive the Official Rule Book of HC, the OMHA Manual of Operations and any other policies, procedures or communications that may be required;
  - (xiii) complete and submit all Representative Team rosters, and roster changes as may be required;
  - (xiv) carry out such duties as are assigned by the Board, the Executive Committee or the President; and
  - (xv) assist in the transition of duties to the incoming Director of Hockey Operations.

**(e) Treasurer**

The Treasurer shall:

- (i) ensure adherence to and implementation of financial Policies in the financial administration of the Association;
- (ii) manage the day to day finances of the Association, including accounting for incoming revenues, and managing the timely payment of external costs and expenses;
- (iii) ensure the submission of the books of account to the auditor of the Association at the end of the financial year and present the audited financial statements to the Members at the AM of Members;
- (iv) present a report of the auditor from the previous year and a projected financial position for the current year to the Members at the AM;
- (v) provide financial statements at monthly Board meetings;
- (vi) evaluate, review and recommend financial policy to the Executive Committee and to the Board;
- (vii) assist the Special Events/Fundraising Director in providing financial oversight and management of any team related fundraising and sponsorship initiatives in order to ensure appropriate financial controls and transparency; and
- (viii) carry out such duties as are assigned by the Board, the Executive Committee or the President.

**(f) Secretary**

The Secretary shall:

- (i) record the minutes of Members' Meetings, Board meetings and Executive Committee meetings and ensure that Association records are regularly and properly kept and all business is conducted in accordance with any applicable statute or law, the Articles and By-laws and the Policies and procedures established by the Board or by the Members of the Association;
- (ii) ensure the proper custody of the Association's corporate seal, corporate minutes and resolutions and other corporate records and documents;
- (iii) be responsible for receiving and distributing all correspondence received or sent by the Association and all communications within the Association;
- (iv) communicate, post and distribute any necessary communication to the House/Local League Members, including any required meeting notices, agendas, proposed changes to Association policies or By-laws;

- (v) recommend policy to the Board regarding internal and external communications of the Association; and
- (vi) carry out other duties as are assigned by the Board, the Executive Committee or the President.

**(g) Fundraising/Special Events Director**

The Fundraising/Special Events Director shall:

- (i) chair and supervise all Association approved fund-raising and special events projects;
- (ii) present a financial statement to the Board within fourteen (14) days after completion of fundraising and special events projects;
- (iii) actively pursue fundraising projects, sponsorships and special events on behalf of the Association;
- (iv) organize all Association fan wear related clothing and merchandise sales;
- (v) solicit team sponsors & co-ordinate with the Equipment Managers;
- (vi) appoint the volunteer members to the Fundraising and Special Events Committee and act as Chair of that Committee;
- (vii) provide any necessary financial statements and report on the status of all fundraising projects and tournaments at monthly Board meetings;
- (viii) assist the Treasurer in providing financial oversight and management of any team related fundraising and sponsorship initiatives and tournaments in order to ensure appropriate financial controls and transparency;
- (ix) work cooperatively with the alternate Tournament Director for the corresponding House/Local League Organization for the purposes of organizing tournaments that will benefit both the Representative and House/Local League divisions as dictated by availability of ice time and teams;
- (x) jointly act as Co-Chairs for the Tournament Committee, with one Director acting as primary Chair for the Representative Team tournament, and the other Director acting as primary Chair for the House/Local League tournament;
- (xi) provide a tournament budget to the Board including income, disbursements, and sponsors;
- (xii) arrange for selection and purchase of trophies & awards at tournaments;
- (xiii) provide referee, timekeeper and ice requirements to the Chief Timekeeper/Gate Coordinator, Referee in Chief and Ice Coordinator for any tournaments being planned;

- (xiv) organize all volunteers required to operate the tournament;
- (xv) carry out other duties as assigned by the Board, Executive Committee, or the President;

**(g) Director of Equipment**

The Director of Equipment shall:

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

**(j) Head Trainer (non-director)**

Head Trainer shall:

- (i) uphold and promote the goals and purposes of the Hockey Safety Program and the policies and procedures of HC, the OHF, the Hockey Development Centre of Ontario (HDCO) and the OMHA;



- (ii) provide leadership in promoting and maintaining the Hockey Trainer's Certification Program (HTCP) regarding all safety and risk management aspects of the Association's activities;
- (iii) ensure that the Board and hockey program participants are kept informed of current and emerging hockey safety and risk management information, programs and activities;
- (iv) annually provide the Board with an assessment of the risks that may be faced by the Association and its members in the upcoming season and recommend strategies to eliminate, minimize or mitigate those risks;
- (v) provide leadership for volunteer Trainers with the Association by promoting excellence in the delivery of the safety and risk management principles;
- (vi) collect, monitor and ensure proper disposition of reporting forms relating to on and off-ice incidents resulting in injury to a player, volunteer, team official, on-ice official or other participant or stakeholder;
- (vii) assist the Association in dispute resolution regarding hockey safety, disciplinary and risk management issues;
- (viii) establish and maintain procedures with respect to clearance of all volunteers required to complete a volunteer police screening report, and ensure that all volunteers have adequate background checks and Respect in Sport certifications in place;
- (ix) report to the Board about risk management on a monthly basis;
- (x) carry out other duties as assigned by the Board, Executive Committee, or the President.

**(k) Other Directors**

For any other Directors of the Association not otherwise covered under this Article 16, they shall carry out the duties and responsibilities assigned to them by the Board, Executive Committee or President from time to time.

**ARTICLE 17  
COMMITTEES OF THE BOARD**

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

- (a) Executive Committee;

- (b) Finance and Budget Committee;
- (c) Hockey Operations Committee;
- (d) Equipment Committee;
- (e) Risk Management, Discipline and Ethics Committee

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

**17.3 Executive Committee**

(a) The Executive Committee shall consist of the sitting President who shall Chair the committee, the non sitting President, Vice-Presidents, the Secretary, and the Treasurer. This Committee shall be responsible for the day to day management of the affairs of the Association, including monitoring of all Committees to ensure all Policies of the Association are being complied with.

(b) The Executive Committee shall:

- (i) during the intervals between Board meetings, take action in relation to any matter of any nature within the power and the authority of the Board, which requires immediate attention before the date of the next Board meeting. Such action shall not involve any change of policy or the authorization of unbudgeted expenditures, and any action taken shall be submitted to the Board for ratification at the next Board meeting;
- (ii) review recommendations and proposals prior to such recommendations or proposals being submitted to the Board for resolution;
- (iii) recommend policy to the Board regarding management and administrative issues related to the Association;
- (iv) deal with any other matters assigned to it by the Board or by the President.

**17.4 Finance and Budget Committee**

(a) The Finance and Budget Committee shall be Chaired by the sitting President and shall consist of the non- sitting President, Treasurer, the Fundraising and Special Events Director, Secretary, the Vice-Presidents, and those staff responsible for day to day business and administration of the Association, such as the Ice Scheduler and Registrar.

(b) The Budget Committee shall:

- (i) prepare a budget for the Association not later than February 28<sup>th</sup> in each year, for the next fiscal year for submission to the Board for approval;
- (ii) liaise with all Committees of the Board to receive estimates of revenues and expenditures for the next fiscal year of the Association for purposes of preparing the Budget;
- (iii) recommend policy to the Board regarding financial budgeting and planning for the Association.

### **17.5 Hockey Operations Committee**

- (a) The Hockey Operations Committee shall be Chaired by the Vice President of Hockey Operations and consist of the four (4) Directors of Representative Hockey, and the Secretary and any other members or staff responsible for the day to day operations of the hockey program for the season.
- (b) The Hockey Operations Committee shall:
  - (i) provide management and support for the Representative Team tryout process, including the selection of an independent panel to objectively assess players;
  - (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) establish a coach selection policy and process;
  - (iii) assist and provide management to the Representative Hockey Organization's directors in the assessment of players;
  - (iv) coordination of House League/Local League and Rep hockey matters with relation to scheduling and ice time; and
  - (v) recommend policy to the Board regarding Hockey Operations.

### **17.6 Equipment Committee**

- (a) The Equipment Committee shall be Chaired by the Director of Equipment and consist of the Vice President of Administration, the President and non – sitting President, the Treasurer and the Secretary.
- (b) The Equipment Committee shall:
  - (i) maintain an inventory of all equipment and uniforms owned by the Association, including pucks, first aid kits, on ice practice equipment, etc.;

- (ii) solicit competitive vendor bids for the annual purchase of hockey equipment and team uniforms, as required;
- (iii) liaise with the Vice President of Hockey Operations and Rep Directors to schedule and arrange uniform fittings for all Representative Teams upon the conclusion of tryouts;
- (iv) maintain and repair all equipment owned by the Association;
- (v) solicit competitive bids and arrange the purchase of awards day presentations;
- (vi) act as the purchasing agent for the Association with respect to all Association purchases, including both team uniforms and related fan wear;
- (vii) submit to the Budget Committee on or before January 15<sup>th</sup> in each year an estimate of revenues and expenditures of the Purchasing and Equipment Committee for the next fiscal year of the Association;
- (viii) present a monthly report regarding purchasing and equipment to the Board; and
- (ix) recommend policy to the Board regarding purchasing and equipment.

#### **17.7 Risk Management, Discipline and Ethics Committee**

- (a) The Risk Management, Discipline & Ethics Committee shall consist of the President, Non Sitting President, Vice President of Hockey Operations, Vice President of Administration, and the Secretary and will be chaired by the Non Sitting President. Other members of the board including the Head Trainer and Referee in Chief may also be included.
- (b) The Risk Management, 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, House/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.

**ARTICLE 18  
TERRITORY AND BORDERS**

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

**ARTICLE 19  
CENTRE POINT**

- 19.1** The Voting Members have mutually agreed upon an acceptable Centre Point for the Association, as agreed to and sanctioned by the OMHA. Until otherwise altered or amended by the Board and the OMHA, the Centre Point for the Association shall be as follows: \_The intersection of Dickenson Road and Upper James Street, Hamilton, ON.

**ARTICLE 20  
TEAM NAME AND OFFICIAL COLOURS**

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

**ARTICLE 21  
AAA AFFILIATION RIGHTS**

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

- 21.3** Eligible Players Registered with Glanaster Minor Hockey will have the following AAA Affiliation Rights with the Hamilton Steel or alternative affiliate as determined by the OMHA.

## **ARTICLE 22 EXECUTION OF DOCUMENTS**

### **22.1 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.

### **22.2 Books and Records:**

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

## **ARTICLE 23 FINANCIAL YEAR**

- 23.1** The financial year of the Association shall terminate on the 31<sup>st</sup> day of March in each year or such other date as the Board may from time to time by resolution determine.

## **ARTICLE 24 BANKING ARRANGEMENTS**

### **24.1 Banking Resolution**

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

- (a) operate the accounts of the Association with a bank or a trust company;

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

## **24.2 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 25 BORROWING BY THE ASSOCIATION**

### **25.1 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.

### **25.2 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 26**  
**NOTICE**

**26.1 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.

**26.2 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.

**26.3 Method of Giving Notice:**

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

**ARTICLE 27**  
**PASSING AND AMENDING BY-LAWS**

**27.1** The Board may recommend amendments to the By-laws of the Association from time to time, to the Voting Members.

**27.2** 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.

**27.3** A By-law or an amendment to a By-law recommended by the Board shall be presented for adoption at the next Members' Meeting. The notice of such Members' Meeting shall refer to, describe and explain the By-law or amendment(s) to the By-law to be presented at the Members' Meeting.



- 27.4** A Motion to amend the By-laws recommended by the Board or proposed by a Member at a Members' Meeting called for that purpose must be approved by a combined majority of the Delegates representing both Ancaster Minor Hockey and Glanbrook Minor Hockey, present at such Members' Meeting. Prior to approving an amendment to the By-laws, the Delegates of both Ancaster Minor Hockey and Glanbrook Minor Hockey shall first obtain the approval of their respective Individual Members, in accordance with their House/Local Organization's Constitution and By-laws.
- 27.5** 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 28 REPEAL OF PRIOR BY-LAWS**

### **28.1 Repeal**

All prior by-laws of the Association 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 RULES OF PROCEDURE**

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

## **ARTICLE 30 TERMINATION OF AGREEMENT**

### **30.1 Termination**

On an annual basis, either Voting Member may serve the other with notice of termination and intention to withdraw from the Association, with at least six (6) month's prior written notice of termination being required. The effective date of such termination shall be the next applicable anniversary date of this Agreement that is at least six (6) months from the delivery of such notice. In the event that either Voting Member exercises this right of termination, the Parties shall cause the Association to be wound-up and dissolved, with the remaining assets of the Association being divided between the Voting Members on an equal basis up to and including the initial financial


contribution made by both Parties, and on a per capita registered player basis for any amounts in excess of these initial contributions. Thereafter, the Parties shall return to their status and borders as Centres immediately prior to entering into this Agreement in which the Parties ran independent Representative Team and Local League hockey programs.

**ARTICLE 31  
EFFECTIVE DATE**

- 31.1** 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.
- 31.2** 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 Glancaster Bombers Board of Executives as elected by the Ancaster Minor Hockey League and the Glanbrook Minor Hockey Association via electronic agreement obtained on the 29th day of May, 2024.

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**Ryan Monteath**  
**President AMHL**



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**Ishac Nazy**  
**President GMHA**