

**TALBOT
TRAIL BLAZERS
BY-LAWS
OF THE
ASSOCIATION**

**BY-LAWS
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Talbot Trail Blazers MINOR HOCKEY ASSOCIATION

BY-LAW NO. 1

A By-law relating to the conduct of the affairs of the Talbot Trail Blazers Minor Hockey Association.

BE IT ENACTED as a By-law of the Talbot Trail Blazers Minor Hockey Association as follows:

ARTICLE 1 DEFINITIONS

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

- (a) "Act" means the *Not-for-Profit Corporations Act, 2010*, S.O. 2010, Chapter 15, and any statute amending or enacted in substitution therefor, from time to time.
- (b) "Affiliated Player" means a player who is eligible to participate for his registered hockey team and one other team of a higher division or category.
- (c) "Annual Meeting" means the annual meeting of the Association.
- (d) "Agreement" means the Memorandum of Agreement Regarding the Creation of Talbot Trail Blazers Minor Hockey Association, dated November 30, 2022, entered between Southpoint Minor Hockey and Essex Minor Hockey, and all schedules thereto.
- (e) "Association" or "Talbot Trail Blazers" or "TTMHA" means Talbot Trail Blazers Minor Hockey Association (or such other name as the Association may in the future legally adopt) created in accordance with the Agreement.
- (f) "Board" means the board of directors of the Association.
- (g) "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.
- (h) "By-laws" means the duly authorized general corporate by-laws of the Association, and the terms "Southpoint By-laws" and the "Essex By-laws" refer to the general corporate by-laws of Southpoint Minor Hockey and Essex Minor Hockey, respectively.
- (i) "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 authority of the OMHA.

- (j) "Delegate" or "Delegates" means an individual or individuals who are authorized to represent a Voting Member and vote on behalf of a Voting Member at any Members' Meetings of the Association.
- (k) "Director" means an individual who has been elected or appointed to the Board of the Association;
- (l) "HC" means Hockey Canada (or such other name as the Canadian Hockey Association may in the future legally adopt).
- (m) "Letters Patent" means the letters patent incorporating the Association, as may have been amended by supplementary letters patent.
- (n) "Local League" means a group of teams from minor hockey associations which compete regularly in a recreational league, and the "Local League Organizations" refers to Southpoint Minor Hockey and Essex Minor Hockey.
 - (o) "Local League Members" shall mean the individual members of each of the Local League Organizations, as defined under the "Southpoint By-laws," and the "Essex By-laws"
- (p) "Members" means all classes of membership in the Association as provided for in Article 5 and "Member" means any one of them.
- (q) "Members' Meeting" means the Association's Annual Meeting or a Special Meeting, as applicable in the circumstances.
- (r) "Non-Voting Members" means the class of non-voting Members of the Association, as set out in Section 6.1(b).
- (s) "Officers" means the individuals who hold the offices of the Association duly appointed by the Board as set out in Article 11.
- (t) "OHF" means the Ontario Hockey Federation (or such other name as the OHF may in the future legally adopt).
- (u) "OMHA" means the Ontario Minor Hockey Association (or such other name as the OMHA may in the future legally adopt).
- (v) "Parties" means Southpoint Minor Hockey and Essex Minor Hockey, and "Party" means either of them.
- (w) "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.
- (x) "Predecessor Act" means the *Corporations Act* R.S.O. 1990, Chapter 38, as amended from time to time.
- (y) "Registered Player" means a minor hockey player registered with the Association, who is up to date in paying their registration fees and are eligible to play for the Association.
- (z) "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.
- (aa) "Southpoint Minor Hockey" means South Point Minor Hockey Association incorporated pursuant to the Predecessor Act, as a not-for-profit corporation on June 28, 1994, and identified as Ontario corporation no. 1083717.
- (bb) "Special Meeting" means any Members' Meeting other than an Annual Meeting.
- (cc) "special resolution" means a resolution approved by not less than 2/3rds of the votes cast.

(dd) “Essex Minor Hockey” means Essex Minor Hockey Association Inc. incorporated pursuant to the Predecessor Act, as a not-for-profit corporation on May 27, 1986, and identified as Ontario corporation no. 667575.

(ee) “ECMHLL” means the Essex County Minor Hockey Local League (or such other name as the ECMHLL may in the future legally adopt).

(ff) “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

(gg) “BWHL” means the Bluewater Hockey League (or such other name as the BWHL may in the future legally adopted). Subject to the foregoing definitions, words or expressions defined in the Act shall have the same meanings when used herein; words importing the singular number include the plural and vice-versa; words importing the masculine gender include the feminine and neuter genders; and words importing persons include individuals and corporate entities.

ARTICLE 2 HEAD OFFICE AND SEAL

2.1 The corporate seal of the Association shall be in the form as the Board may by resolution adopt and shall be entrusted to the Secretary of the Association for its use and safekeeping.

2.2 The head office of the Association shall be located at the Nature Fresh Farms Recreation Complex, 249 Sherk St, Leamington, Ontario, N8H 4X7 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 Talbot Trail Blazers and those territories granted to the Association by the OMHA. To provide the opportunity to participate at the highest competitive level; To instill in all players, coaches, managers, and members associated with the Talbot Trail Blazers, good sportsmanship, correct and proper behavior on and off the ice, respect for authority and team play.

3.2 The Association shall be continued 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, Southpoint Minor Hockey and Essex Minor Hockey have agreed to surrender their existing OMHA rights to Representative Teams, and to transfer such rights to the Association, which shall operate, manage, and administer a Representative Team hockey program on behalf of the Parties and the Local League Members.

3.4 Southpoint Minor Hockey and Essex Minor Hockey shall continue to operate their own recreational Local League programs on behalf of their respective Local League/OWHA members, consisting of community specific teams playing out of their hometown arenas and local communities. As the Local League Organizations/OWHA hockey , Southpoint Minor Hockey and Essex 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, BWHL, 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 (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) Southpoint Minor Hockey and Essex Minor Hockey shall be the only Voting Members of the Association; each entitled to nominate and elect or appoint an equal number of Directors to the Board. No additional Voting Members shall be permitted to join the Association without the prior consent of Southpoint Minor Hockey and Essex Minor Hockey.

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

(b) Non-Voting Members:

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

(c) Honorary Lifetime Members:

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

6.2 Membership and Board Lists

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

6.3 Termination

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 Southpoint Minor Hockey or Essex Minor Hockey, by providing notice to the other Party of its intention to terminate its organization's membership in the Association. Members may resign from the Association by submitting a resignation in writing addressed to the Secretary of the Association, who in turn notifies the Board members.

6.4 Right to Vote

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

ARTICLE 7 LOCAL LEAGUE MEMBERSHIP RIGHTS

7.1 The Association acknowledges that:

(a) Local League Members shall continue to be members of Southpoint Minor Hockey and Essex Minor Hockey in accordance with the Southpoint By-laws and Essex By-laws, respectively.

(b) It will operate a consistent registration process for all players both at the Representative Team and Local League hockey levels, which shall allow all eligible Representative Team hockey players to have their applicable Centre and territorial rights assigned to the Association for all OMHA, OHF and HC purposes.

(c) Notwithstanding paragraph 7.1(b) above, for the purposes of administering internal Local League and Local League Members rights within the recognized boundaries of the

Association, all Local League Members will be internally allocated between the Southpoint Minor Hockey and Essex Minor Hockey based on which Local League a player registers with to play.

(d) Representative Team hockey players within the Association's territory, Local League Members rights with their respective Local League Organizations will be determined using the player's residential address within such territory, using the original OMHA borders in place between the Parties, as recognized on December 31, 2022.

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

(f) The Local League Members shall be entitled to appropriate prior notice, and the right to attend the Association's Members' Meetings, including the right to receive information and reports from the Board and participate in any general discussion involving the affairs of the Association. Notwithstanding the foregoing, Local League Members' voting rights shall be limited to the right to vote at the membership meetings of their respective Local League Organizations.

ARTICLE 8 MEETINGS OF THE MEMBERSHIP

8.1 Annual Meeting of Members

The Annual Meeting of the Members shall be held prior to May 30th each year, at a time, place and day determined by the Board, for the transaction of the following business, to be set out in the agenda of such 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 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 or a review engagement, or waiver of both, for the ensuing year subject to the requirements under the Act.

(g) consideration of any proposed amendments to the Association's Letters Patent or By-laws.

(h) transaction of any business which relates to the business of the meeting referred to above, and notice and particulars of such business, including any proposed amendments to the By-laws, which must be received by the Secretary of the Association in writing on or before 6:00 p.m. on the 14-day immediately preceding the Annual Meeting.

(i) the election and/or appointment of Directors to the Board.

8.2 Additional Special Meetings of Members

In addition to the Annual Meeting, a special 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 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, and such notice shall be posted in all Southpoint and Essex Arenas at least thirty (30) days prior to the date of such Annual Meeting. Notices of the Annual Meeting shall also be published on the Association's website, and distributed electronically using the membership distribution lists for Southpoint Minor Hockey, and Essex Minor Hockey at least thirty (30) days, but not more than fifty (50) days, prior to the date of such meeting.

(b) Special Meetings

Notice of any Special Meeting, along with the applicable agenda setting out the nature of the business to be conducted at such meeting shall be posted in all Southpoint and Essex 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 Southpoint Minor Hockey and Essex Minor Hockey at least fifteen (15) days, but not more than fifty (50) days prior to the date of such meetings.

(c) Error or Omission in Notice

No inadvertent error or omission in giving notice of any Annual Meeting 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 Annual Meeting or Special Meetings of the Association shall be a minimum of 10 Delegates eligible to vote and present in person. No business shall be transacted in the absence of a quorum except to take measures to obtain a quorum, to establish the time to which to adjourn, or to take a recess.

8.5 Voting Procedures

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

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

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

8.6 No Proxies

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

8.7 Participation by Electronic Means at Members' Meetings

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

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

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

8.9 Absentee Voting at Members' Meetings

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

(a) enables the votes to be verified as having been made by Members entitled to vote;

and

(b) the Association is not able to identify how each Member voted.

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

8.10 Adjournments

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

8.11 Chair

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

ARTICLE 9 BOARD OF DIRECTORS

9.1 Composition of the Board

Eligibility: A Director:

- (i) shall be 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 Local League Board Member of either Southpoint Minor Hockey or Essex Minor Hockey at the time of his or her election or appointment.
- (vi) shall remain a Local League Member of Southpoint Minor Hockey or Essex Minor Hockey throughout his or her term of office.

9.2 Interim Board of Directors

(a) Upon the enactment of these By-laws, the Voting Members shall appoint Ten (10) Directors to the Board of the Association (the "Interim Board"), comprised of Five(5) Directors nominated by each Party, for an initial one (1) year period, to oversee and coordinate an effective transition of the Agreement and the successful launch of a coordinated Representative Team hockey program by the Association. Following the one (1) year transition period, the Parties will appoint Directors to the Association's Board in accordance with Section 10.6 of these By-laws. To the extent possible, the members of the Interim Board shall have served on the board of directors of Southpoint Minor Hockey or Essex Minor Hockey during the negotiation of the Agreement, to ensure adequate knowledge and familiarity with the Agreement and the intent of the Parties.

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

9.3 Permanent Board of Directors

(a) 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.

(b) The Association shall have a Board consisting of an aggregate of Ten (10) Directors, five(5) of whom shall be elected by Southpoint Minor Hockey and five(5) of whom shall be elected by Essex Minor Hockey as representative Directors possessing full voting rights, Southpoint Minor Hockey and Essex Minor Hockey shall each be entitled to nominate and elect/appoint five (5) representative Directors to the Board (for a total of Ten (10) 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.

(c) Following the election or appointment of the ten (10) locally elected 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. VP Hockey
3. VP of Administration
4. Treasurer
5. Secretary
6. Director of Scheduling
7. Director of Registration
8. Director of Equipment
9. Director of Player/Coach Development
10. Director of Risk Management

10.2

(a) The elected directors of Southpoint Minor Hockey and Essex Minor Hockey by their respective Local League Members shall appoint the positions enumerated in Section 10.1 above to sit as Directors on the Association's Board.

(b) In the event Southpoint Minor Hockey, or Essex Minor Hockey have a vacancy on their respective Local League Boards in any of the designated roles set out above, either Local League Organization shall be entitled to appoint a Director at Large to the Talbot Trail Blazers Board in order to maintain equal voting rights between the two Member organizations.

10.3 Removal and Replacement of Directors

The Voting Members entitled to nominate and appoint/elect Directors to the Board shall be entitled to remove and replace any such appointed/elected Directors in accordance with the terms of the Southpoint By-laws, and Essex 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 10.6. If 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, Essex shall have three (3) directors elected/appointed from amongst the Local League Members of each Local League Organization, while Southpoint will elect/appoint two directors in odd years. Even years Southpoint shall have three (3) directors to be elected/appointed from amongst the Local League Members of each Local League Organization while Essex will elect/appoint two directors.

10.6 The applicable “Slates” for the rotating election of Directors shall be as

follows: Southpoint Minor Hockey

Slate “A” (Elected in Even Years)	Slate “B” (Elected in Odd Years)
Director	Director
Director	Director
Director	

Essex Minor Hockey

Slate “A” (Elected in Even Years)	Slate “B” (Elected in Odd Years)
Director	Director
Director	Director
	Director

10.7 Following election to their respective Local League Board of directors, Southpoint Minor Hockey, and Essex 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 June 1st of the year in which

they were elected or appointed as a director by their Local League Organization.

10.10 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.

10.11 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.

10.12 Suspension by Board

While only the Members may remove a Director elected to the Board, prior to the end of his or her term, 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 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.

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.

ARTICLE 11
COMPOSITION OF THE BOARD

11.1 Board Positions

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

1. President
2. VP of Hockey
3. VP of Administration
4. Treasurer
5. Secretary
6. Director of Scheduling
7. Director of Registration
8. Director of Equipment
9. Director of Player/Coach Development
10. Director of Risk Management

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

11.3 Board Secretary

The Board shall appoint a Secretary of the Association, appropriate is subject to approval by the majority of the Board.

11.4 Appointed Directors by the Board

In addition to the ten (10) Directors elected within their respective Local League Organizations and subsequently appointed as their representative Directors on the Board, the Association's Board shall have the authority to appoint two (2) additional Directors, possessing specialized knowledge, skill and experience, who shall be responsible for supporting both the Representative Team and Local League programs in the following roles:

(a) Treasurer

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

(b) Board Secretary

The Board shall appoint an individual to serve on the Board as Secretary of the Association, whose responsibilities shall be to record the minutes of Members' Meetings, Board meetings and Executive Committee meetings and ensure that Association records are regularly and properly kept and all business is conducted in accordance with any applicable statute or law, the Letters Patent and By-laws and the Policies and procedures established by the Board or by the Members of the Association; as well as all items listed in the Job description in the rules of operation.

11.5 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 always remain equal between the Parties. Any such change to the number of Directors shall be in accordance with the Act.

11.6 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

(a) 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.

(b) The hiring and/or 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

(a) Except as otherwise provided in these By-laws, the Board may exercise any of the powers and authority granted to the Board under the Act or any other statutes or laws as may be applicable from time to time.

(b) Without limiting the generality of the foregoing, pursuant to the Agreement, the Local League Organizations transferred exclusive jurisdiction over operational issues associated with the administration of a shared Representative Team hockey program to the Association, including applicable OMHA related program obligations, as well as certain mutually agreed upon business issues of a shared nature, to be directed and controlled on behalf of the Local League Organizations by the Board.

(c) Those issues falling within the exclusive authority 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 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 Local League Organizations on a per capita player basis.

(v) 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, BWHL, 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 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 Local League hockey operations of both Parties.

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

(xii) Responsibility for administering a jointly administered tournament function on behalf of the Parties at both the 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 authority of Southpoint Minor Hockey and Essex Minor Hockey to be managed at the Local League level are described as follows:

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

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

(iii) Local League Skill Development and IP Programs.

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

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

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

(vii) Ongoing financial independence regarding the use of Local League owned assets,

equipment and segregated monetary reserves not specifically allocated by the Local League Organizations for shared use by the Association.

(e) For greater clarity, both Southpoint Minor Hockey and Essex 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 Southpoint Minor Hockey, and Essex Minor Hockey on all matters of a strictly local nature, as set out in Section 13.1 (d) above.

(f) For the purposes of these By-laws, the division of jurisdictional responsibilities enumerated by the Parties in the Agreement are expressly incorporated by reference into These By-laws.

13.2 Rules of Operation & Association Policy

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

ARTICLE 14 MANAGEMENT OF THE ASSOCIATION

14.1 Regular Board Meetings

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

14.2 Special Board Meetings

Special Board Meetings may be called by the President or a Vice-President in the absence of the President or on petition in writing to the Secretary signed by any two 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 five (5) Director's present in person or by such telephone, electronic or other communication facilities permitted, if at least three (3) Directors elected or appointed by each Voting Member are 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 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 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, review engagement or notice to reader of the accountant shall be finalized within six (6) months of the Association's financial year end, and delivered to the Board for approval, then made available to the Members for inspection upon request, and shall otherwise be presented annually to the Local League Members of Southpoint Minor Hockey and Essex 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 Southpoint Minor Hockey, and Essex Minor Hockey:

- a. any change to the Association's Letters Patent or By-laws.
- b. any action that may lead to or result in a material change in the purposes and/or objects of the Association.
- c. the borrowing of any money more than \$10,000.
- d. the making or incurring of any single capital expenditure more than \$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

For the purposes of those matters specifically requiring the special consent of Members as defined above, the eight (8) elected Directors representing Southpoint Minor Hockey, and Essex Minor Hockey shall function 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 Southpoint Minor Hockey, and Essex Minor Hockey to vote in favour of such a resolution.

For the purposes of those Matters Requiring Special Consent set out in 14.09 above, the Delegates representing Southpoint Minor and Essex Minor Hockey must bring any proposed amendment to an annual meeting or special meeting of their respective Local League Organizations, and the Local League Members must approve and authorize such amendment by a special majority of 2/3 of those members eligible to approve such change.

14.11 Remuneration and Expenses

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

14.12 Directors and Officers Insurance

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

14.13 Indemnification

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

14.14 Member Consent

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

14.15 Conflict of Interest

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

(b) The declaration of a conflict of interest shall be made at the Board meeting at which the question of entering into the contract or transaction or other matter is first taken into consideration or, if the Director is not at the date of that Board meeting interested in the proposed contract or transaction or other matter, at the next Board meeting held after the Director assumes the office.

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

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

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

14.16 Confidentiality

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

ARTICLE 15 VOTING OF DIRECTORS

15.1 All questions arising at any meeting of the Board shall be decided by a simple majority of votes by those Directors in possession of voting rights. Votes may be taken by

secret ballot if requested by any Director present, but in the absence of any such demand, votes shall be by a show of hands for or against. In routine matters dealing with day-to-day operational issues, the President shall have a tie breaking vote on the Board.

15.2 In matters involving a material difference of opinion between the Parties involving the terms of the Agreement or these By-laws, including those matters requiring the special consent of Voting Members, should there be a deadlock between the Directors with voting rights appointed by Southpoint Minor Hockey, and those Directors appointed by Essex 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 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) Coach Evaluation Committee
- (g) Skill Development Committee
- (h) Coaching Selection Committee

- (i) Tournament Committee
- (j) Fundraising Committee
- (k) Risk Management, Discipline and Ethics 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 Two (2) 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.

16.4 Finance and Budget Committee

(a) The Finance and Budget Committee shall be Chaired by Vice President 2 and shall

consist of the Treasurer, the Fundraising Chair, and those staff responsible for day-to-day business and administration of the Association, such as the Administrator and Registrar as applicable.

(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) consult with all Committees of the Board to receive estimates of revenues and expenditures for the next fiscal year of the Association for purposes of preparing the Budget.
- (iii) recommend policy to the Board regarding financial budgeting and planning for the Association
- (iv) Provide monthly reports to be presented at the board meetings
- (v) Provide a year-end report to be presented at the Annual Meeting.

16.5 Local League Operations Committee

(a) The Local League Operations Committee shall consist of the two (3) VP operations elected by the Local League Operations, one of whom will alternate as Chair of the Committee on an annual basis. Additional members of the Local League Committee may include the OMHA Representative, and the Technical Directors / Head Coaches as required.

(b) The Local League Operations Committee shall:

- (i) provide oversight and support for the Local League Hockey Teams pursuant to the Policies of the Association.
- (ii) establish and monitor Policies relating to Local League Operations provided that such Policies shall be and remain consistent with all other Policies of the Association.
- (iii) recruit and train volunteers to perform the functions required to operate the Local League teams.
- (iv) assist the Local League Organization's directors in the assessment of players and balancing of Local League teams as required; and

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

16.6 Equipment Committee

The Purchasing and Equipment Committee shall be Chaired.

by Director as indicated in section 16.2 Addition members will be appointed from the board our from the Local associations as needed.

(a) 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) consult with Equipment Co-ordinators from EMHA, and SPMHA

(iv) consult with the Rep Convenors to schedule and arrange uniform fittings for all Representative Teams upon the conclusion of tryouts;

(v) maintain and repair all equipment owned by the Association;

(vi) solicit competitive bids and arrange the purchase of awards day presentations;

(vii) function 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 on or before January 1st in each year an estimate of revenues and expenditures of the Purchasing and Equipment Committee for the next fiscal year of the Association;

(ix) present a monthly report regarding purchasing and equipment to the Board; (x) be accountable to the Board by reporting through the Treasurer; and

(xi) recommend policy to the Board regarding purchasing and

equipment.

16.7 Representative Hockey Operations Committee

(a) The Representative Hockey Operations Committee shall consist of the VP's of Representative Operations elected by the Local League Operations, This position will be rotated on a two-year rotation. Additional members of the Representative Committee will include the two Rep Conveners from the Local associations.

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

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

16.8 Skill Development Committee

(a) The Skill Development Committee shall be Chaired as per section 16.2. The additional Two Technical Directors / Head Coaches elected by the Local League Operations will serve on this committee and chair on a two-year rotation. Additional members to be added as require by the committee.

(b) The Skill Development Committee shall:

(i) recruit and train volunteers to perform the functions required for skill development; (ii) establish and maintain on-ice and off-ice technical development

programs in conjunction with the Directors of Representative Hockey

(iii) establish and maintain an evaluation program for all coaches, trainers, and managers in conjunction with the Directors of Representative Hockey.

(iv) recommend to the Board Policies and procedures for each of the Coaches Selection Subcommittees.

(v) recommend policy to the Board regarding technical development.

16.9 Fundraising Committee

(a) The Fundraising Committee shall be Chaired by Director as per section 16.2, in addition, shall consist of a maximum of five (5) individuals who are not Directors of the Association.

(b) The Fundraising Committee shall:

(i) recruit and train volunteers to perform the functions required for voluntary fundraising for the Association.

(ii) set up an accurate recording system covering income and disbursements relating to fundraising for delivery to the Treasurer.

(iii) actively pursue new fundraising projects and community/team related social events under the oversight of the Fundraising Director.

(iv) manage and supervise current fundraising endeavours and social events; (v) recommend policy to the Board regarding volunteer fundraising.

16.10 Discipline and Ethics Committee

(a) The Discipline & Ethics Committee shall consist of Director as specified by section 11.2, the two local association presidents and any additional directors as required.

(b) The Discipline & Ethics Committee shall:

(i) implement and enforce all OMHA Risk Management Programs.

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

(iii) conduct investigations and formal hearings as necessary in accordance with applicable Association and OMHA/OHF and HC policies.

(iv) seek to mediate and resolve conflicts between program participants in an amicable manner, where possible.

(v) recommend and impose remedial action and disciplinary sanctions against those program participants found to be in breach of applicable policies, where warranted; and

(vi) perform other duties as assigned by the Board, Executive Committee, or the President.

16.11 The Coaching Selection Committee

(a) The Coaching Selection Committee shall be chaired as per section 16.2. The Coaching Selection Committee shall consist of the two Technical Directors / Head Coaches, and the two Rep Convenors. Plus, any Neutral parties at the discretion of the committee

(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.

16.12 Coach Evaluation Committee

a) The Coach evaluation Committee shall be Chaired as per section 16.2. Addition members will be appointed from the board from the Local associations as needed.

b) Equipment Committee shall:

(i) 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.

(ii) 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.

16.13 Tournament Committee

a) The Tournament Committee shall be Chaired as per section 16.2. Additional members will be appointed from the board from the Local associations as needed.

b) The Tournament Directors shall:

(i) work cooperatively with the Tournament Director for the Local League Organizations for the purposes of organizing tournaments that will benefit both the Representative and Local League divisions as dictated by availability of ice time and teams.

ARTICLE 17 TERRITORY AND BORDERS

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

For greater certainty, all applicable territorial and borders for the Association shall be as shown on the map attached as Exhibit "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 as follows: **100 County Rd 34, Cottam Ont**

ARTICLE 19 TEAM NAME AND OFFICIAL COLOURS

19.1 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 Southpoint Minor Hockey and Essex 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 Players Registered with Talbot Trail Blazers will have AAA Affiliation Rights with Sun County or Chatham as per Alliance rules based on residence.

ARTICLE 21 FINANCIAL YEAR

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

ARTICLE 22 BANKING ARRANGEMENTS

22.1 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.

22.2 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 23 BORROWING BY THE ASSOCIATION

23.1 Borrowing Power:

Subject to the limitations set out in the Letters Patent, supplementary letters patent, the Agreement, By-laws or Policies of the Association, the Board may by resolution authorize the Association to:

- (a) borrow money on the credit of the Association.
- (b) issue, sell or pledge securities of the Association; or
- (c) charge, mortgage, hypothecation, 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.

23.2 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 24 NOTICE

24.1 Computation of Time:

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

24.2 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.

24.3 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 previously mentioned. 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 25 PASSING AND AMENDING BY-LAWS

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

25.2 If the Board intends to discuss any amendment of the By-laws of the Association at a Board meeting, written notice of such intentions 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.

25.3 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.

25.4 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 26 REPEAL OF PRIOR BY-LAWS

26.1 Repeal

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

26.2 Provision

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 27
EFFECTIVE DATE**

27.1 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.

27.2 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 Essex/Leamington, Ontario, on October 26, 2023, at which a quorum was present.

President
Southpoint Minor Hockey

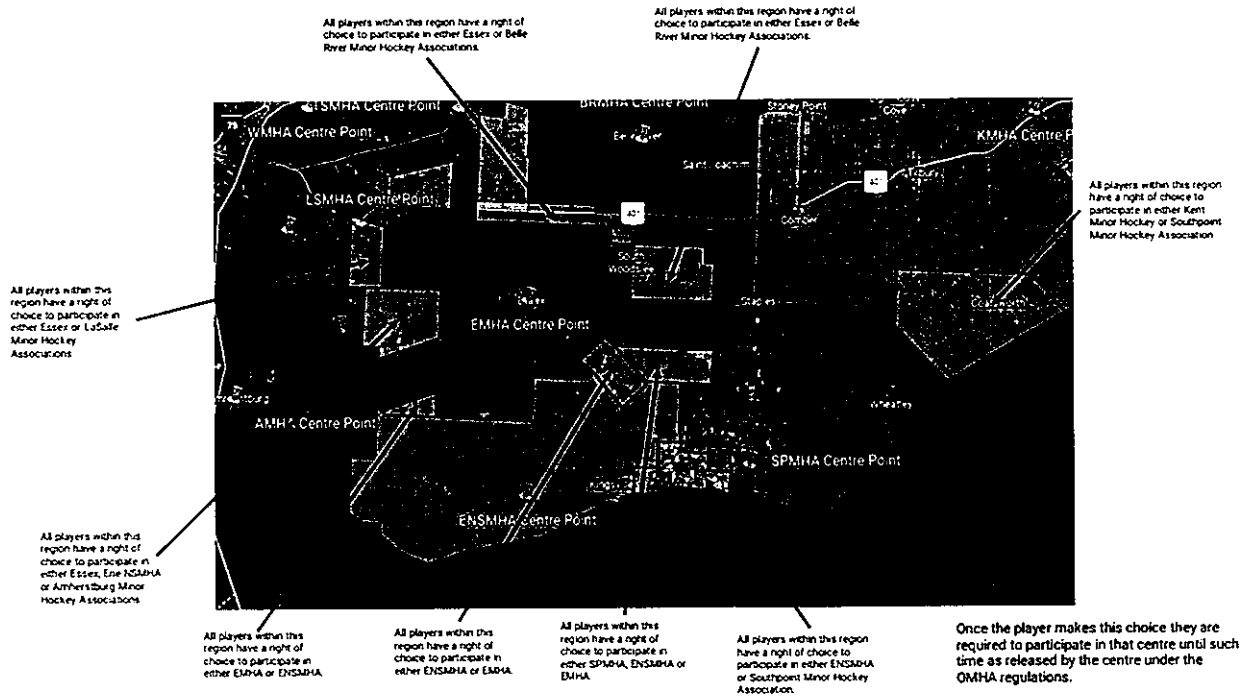


President
Essex Minor Hockey



Exhibit "A"
Territory and Boundaries

(Attach Map)



Essex
 Hwy 10 from Hwy 1 to Hwy 101
 Hwy 10 from Hwy 1 to County Road 8
 West on County Rd 88 to County Rd 17
 North on County Rd 27 to County Rd 48
 West on County Rd 48 to Lakeshore Rd 217
 N on Lakeshore Rd 217 to N Main Road
 West on N Main Road to Mary's
 North on Mary's to Hwy 101
 West on Hwy 101 to County Rd 11
 South on County Rd 11 to County Rd 8
 East on County Rd 8 to County Rd 15
 South on County Rd 15 to N. Main Rd
 South on North Main Rd to County Rd 11
 South on County Rd 11 to Lakeshore Rd
 NE on S. Main Rd to County Rd 18
 South on County Rd 18 to County Rd 19
 East on County Rd 19 to County Rd 23
 North on County Rd 23 to County Rd 27
 East on County Rd 27 to Hwy 3
 Hwy 3 to Hwy 3 to Main Rd
 NE on Main Rd to N. Main
 West on N. Main to Hwy 3
 W on Hwy 3 to County Rd 21
 S of County Rd 21 to Lakeshore Rd
 West on Lakeshore Rd 1 to Church Lake Rd
 South on Church Lake Rd to Lakeshore Rd 2
 W on Lakeshore Rd 2 East to County Rd 21
 S of County Rd 21 to County Road 36
 West on County Rd 36 to County Rd
 South of County Rd 36 to Lakeshore

Essex
 Area 1
 Starting at base line
 North on Hwy 101 to Hwy 102
 West on Hwy 102 to Hwy 103
 East on Hwy 103 to County Rd 34
 West on County Rd 34 to County Rd
 South on County Rd to Lakeshore
 Area 2
 East of Hwy 1 from Main Road to Lakeshore Road
 and
 Road from Lakeshore to County Rd 21
 Area 3
 Starting
 The area north of
 County Rd 18 to County Rd 19 and South to Hwy 101

Arthurs
 Cornerstone P to County Rd 18
 Between Hwy 101 and to County Rd 8

Essex
 Hwy 101 to Hwy 102
 Hwy 101 to Hwy 102

Lakeshore
 Between Hwy 101 and Hwy 3
 Between County Rd 18 and Hwy 3

Belle River
 Between County Rd 27 and County Rd 27
 County Rd 8 to County Rd 48

Lakeshore Rd 108 to Lakeshore Rd 112
 Area Rd 108
 Between Rd 108 and Hwy 101

Hwy 101 to Hwy 102
 Starting to Hwy 102
 County Rd 48 to Lakeshore Rd 217