
**MEMORANDUM OF AGREEMENT
REGARDING THE CREATION OF
KING TOWNSHIP MINOR HOCKEY ASSOCIATION**

February , 2017

BETWEEN:

SCHOMBERG MINOR HOCKEY ASSOCIATION,

**ONTARIO CORPORATION NUMBER 687021
“SCHOMBERG MINOR HOCKEY”**

AND

KING TOWNSHIP MINOR HOCKEY

**ONTARIO CORPORATION NUMBER 1806220
“NOBLEKING MINOR HOCKEY”**

DEFINITIONS

For the purposes of this Agreement, unless the context otherwise requires:

- (a) "Act" means the *Corporations Act* R.S.O. 1990, Chapter 38, and any statute amending or enacted in substitution therefore, from time to time;
- (b) "Agreement" means this agreement and all schedules hereto, and "hereof", "hereto" and "hereunder" and similar expressions mean and refer to this Agreement and not to any particular article or section; "Article" or "Section" means and refers to the specified article or section of this Agreement;
- (c) "Association" means King Township Minor Hockey Association (or such other name as the Association may in the future legally adopt) to be created in accordance with this Agreement;
- (d) "Board" means the board of directors of the Association;
- (e) "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;
- (f) "By-laws" means the duly authorized general corporate by-laws of the Association, and the "Schomberg By-laws" and the "NobleKing By-laws" refers to the general corporate by-laws of Schomberg Minor Hockey and NobleKing Minor Hockey, respectively;
- (g) "Delegate" or "Delegates" means an individual or individuals, as the case may be, who are authorized to represent a Member and vote on behalf of a Member at any Members' Meetings of the Association;
- (h) "Director" means an individual who has been elected or appointed to the Board of the Association;
- (i) "HC" means Hockey Canada (or such other name as the Canadian Hockey Association may in the future legally adopt);
- (j) "Letters Patent" means the letters patent incorporating the Association, as may be amended from time to time by supplementary letters patent;
- (k) "Local League" means a group of teams from a number of minor hockey associations which compete regularly in a recreational league, and the "Local League Organizations" means the local league focussed minor hockey organizations of Schomberg Minor Hockey and NobleKing Minor Hockey;
- (l) "Local League Members" shall mean the individual members of each of the Local League Organizations, as defined under the Schomberg By-laws and NobleKing By-laws;
- (m) "Members" means the class of voting members of the Association jointly responsible for its operation, namely Schomberg Minor Hockey and NobleKing Minor Hockey, and "Member" means either one of them;
- (n) "Members' Meeting" means the Association's annual general meeting of the Members or a special Members' meeting, as applicable in the circumstances;
- (o) "NobleKing Minor Hockey" means King Township Minor Hockey incorporated pursuant to the Act as a not-for-profit corporation on September 16, 2009 and identified as Ontario corporation no. 1806220, which is commonly known and referred to as NobleKing Minor Hockey;

- (p) “Non-voting Members” means the class of non-voting members of the Association, comprised of the Directors of the Association;
- (q) “Officers” means the individuals who hold the offices of the Association duly appointed by the Board;
- (r) “OHF” means the Ontario Hockey Federation (or such other name as the OHF may in the future legally adopt);
- (s) “OMHA” means the Ontario Minor Hockey Association (or such other name as the OMHA may in the future legally adopt);
- (t) “Parties” means Schomberg Minor Hockey Association and NobleKing Minor Hockey, and “Party” means either one of them;
- (u) “Policies” means written statements governing issues affecting the affairs of the Association, which have been considered and approved by the Board;
- (v) “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;
- (w) “Schomberg Minor Hockey” mean Schomberg Minor Hockey Association incorporated pursuant to the Act as a not-for-profit corporation on December 8, 1986 and identified as Ontario corporation no. 687021;
- (x) “SRLI” means the Simcoe Region Local League (or such other name as the SRLI may in the future legally adopt); and
- (y) “YSMHL” means the York Simcoe Minor Hockey League (or such other name as the YSMHL may in the future legally adopt).

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

WHEREAS:

- A. Schomberg Minor Hockey and NobleKing Minor Hockey are not-for-profit corporations incorporated pursuant to the Act which are similarly involved in the operation of minor hockey teams for the benefit of children in the various communities of King Township, Ontario.
- B. The Parties are accredited members of the OMHA, operating both recreational Local League teams within the SRLI, as well as competitive Representative Teams within the YSMHL;
- C. The Parties wish to create a new jointly administered minor hockey association, which shall be named the “King Township Minor Hockey Association” (the “Association”), for the purpose of administering a jointly operated Representative Team hockey program on behalf of the Parties;
- D. Pursuant to the Association’s framework being created hereunder, the Parties agree to share in the joint management and operation of the Association’s consolidated Representative Team hockey

program, covering their combined territories in and around King Township, as may be recognized by the OMHA from time to time;

- E. The Parties have entered into this Agreement to record their mutual agreement and covenants as to the manner in which the affairs of the Association shall be conducted and to grant to each other certain rights and obligations with respect to how the Association shall be structured, administered and operated, for the mutual benefit of the Parties, and their collective memberships;
- F. The terms of this Agreement are subject to the approval of the OMHA board of directors, the boards of directors and members of each of the Parties, , all in accordance with the provisions of the Act and the Schomberg By-laws and NobleKing By-laws;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the Parties agree as follows:

ARTICLE 1 BASIC PRINCIPLES

1.1 Creation of King Township Minor Hockey Association

- a) The Parties agree to incorporate a new not-for-profit corporation pursuant to the Act, which shall be named the King Township Minor Hockey Association (hereinafter referred to as “King Township Minor Hockey” or the “Association”).
- b) To the extent that NobleKing Minor Hockey is currently incorporated in Ontario as a not-for-profit corporation under the corporate name “King Township Minor Hockey”, NobleKing Minor Hockey covenants and agrees that will take all action and file all documents necessary, inclusive of filing supplementary letters patent, to change its corporate name to NobleKing Minor Hockey Association or such other name as NobleKing Minor Hockey may wish to legally adopt that is not confusingly similar to the proposed name of the Association, thereby allowing the Parties to utilize the name of “King Township Minor Hockey Association” for the purposes of the new not-for-profit organization being created pursuant to this Agreement.
- c) King Township Minor Hockey shall operate as an accredited member of the OMHA, OHF and HC, and shall be governed by all applicable rules and regulations of such parent organizations and the Act.
- d) The purpose of King Township Minor Hockey shall be to undertake the operation of a jointly administered Representative Team hockey program to which eligible players from both Schomberg Minor Hockey and NobleKing Minor Hockey will have affiliation rights.

- e) Schomberg Minor Hockey and NobleKing Minor Hockey hereby agree to surrender all of their existing OMHA rights to Representative Teams, and to transfer such rights to King Township Minor Hockey, which shall operate a consolidated Representative Team hockey program on behalf of the Parties and their respective members.
- f) Schomberg Minor Hockey and NobleKing Minor Hockey shall continue to operate their own recreational Local League programs on behalf of their respective Local League Members, consisting of community specific teams playing out of their hometown arenas and local communities. As the Local League Organizations, both Schomberg Minor Hockey and NobleKing Minor Hockey will continue to be responsible for the administration and affairs of their Local League teams, subject to certain mutually agreed upon business functions of a shared nature, as well as certain OMHA specific program issues that the Parties, pursuant to the terms of this Agreement, have mutually consented to transfer exclusively to King Township Minor Hockey to be managed jointly on behalf of the Parties.

1.2 King Township Minor Hockey to be Jointly Operated and Administered

- a) King Township Minor Hockey shall be jointly operated and administered by the Parties, namely Schomberg Minor Hockey and NobleKing Minor Hockey.
- b) In order to facilitate this spirit of partnership, the applicable Letters Patent and By-laws shall provide for a single class of voting members, whereby Schomberg Minor Hockey and NobleKing Minor Hockey will be the exclusive voting members of King Township Minor Hockey, with each Member having the ability to appoint an equal number of representatives to the Board.
- c) In order to comply with the Act, which provides that no person shall be permitted to be a director of a not-for-profit incorporated under the Act unless he or she is also a member of that corporation, the Association also provides for a second class of non-voting members, comprised exclusively of the Directors. While the Directors shall be entitled to attend all Members' Meetings, they shall not be entitled to a vote at any such meetings unless they are also considered to be Delegates.
- d) The Parties have negotiated mutually agreeable By-Laws for King Township Minor Hockey, a copy of which is attached hereto as Schedule "D", and shall facilitate any necessary amendments to the existing Schomberg By-laws and NobleKing By-laws as may be required to achieve consistency with the terms and conditions of this Agreement.
- e) Conditional upon the terms of this Agreement, including the associated By-Laws, being approved by both the OMHA and the Local League Members of each of the Parties, Schomberg Minor Hockey

and NobleKing Minor Hockey shall have an additional twelve (12) month period in which to amend the Schomberg By-laws and NobleKing By-laws, respectively, to reflect the terms and conditions of and compliant with this Agreement.

ARTICLE 2

MEMBERSHIP IN THE ASSOCIATION

2.1 Two Classes of Membership in the Association

The Association's By-laws shall provide for two classes of membership in the Association, the Members and the Non-voting Members, with Schomberg Minor Hockey and NobleKing Minor Hockey being the only Members of the Association with the ability of each to nominate and elect or appoint an equal number of Directors to the Association's Board. The Non-voting Members shall have no voting rights as members of the Association and shall be comprised exclusively of the Directors. Notwithstanding the foregoing, the By-laws shall establish whether or not a single or multiple Delegates shall represent each Member at Members' Meetings, provided that each Member shall be afforded the same number of Delegates at all times. No additional members shall be permitted to join the Association without the prior consent of both Parties.

2.2 Ongoing Membership of Individuals in the Local League Organizations

- a) The Local League Members shall continue to be members of Schomberg Minor Hockey and NobleKing Minor Hockey in accordance with the Schomberg By-laws and NobleKing By-laws, respectively.
- b) The Parties agree to 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 King Township Minor Hockey for all OMHA, OHF and HC purposes.
- c) Notwithstanding paragraph 2.2(b) above, for the purposes of administering internal Local League and Local League Members rights within the recognized boundaries of King Township Minor Hockey, Local League Members will be internally allocated by the Parties, between the Schomberg Minor Hockey and NobleKing Minor Hockey Local League Organizations on the basis of which Local League Organization a player registers with to play. For Representative Team hockey players within the King Township Minor Hockey territory, Local League Members rights with the respective Local League Organizations will be determined using the player's residential address

within such territory, using the original OMHA borders in place between the Parties, as recognized on December 31, 2016.

- d) Subject to the internal allocation of Local League Members between Schomberg Minor Hockey and NobleKing Minor Hockey using the process described above, Local League Members of both Parties shall have the ability to exercise their Local League Members rights within their respective Local League Organizations, for all purposes associated with the Act, including the right to attend membership meetings, exercise voting rights, and elect directors to represent their interests both directly to their respective Local League Organizations, and indirectly to the King Township Minor Hockey Board.

ARTICLE 3

AUTHORITY OF THE ASSOCIATION

3.1 Powers and Jurisdiction

- a) Except as otherwise limited by the terms of this Agreement, King Township Minor Hockey may exercise any of the powers described by the Act or any other statutes or laws as may be applicable from time to time, except where such power is contrary to the statutes or common law relating to not-for-profit corporations.
- b) Without limiting the generality of the foregoing, both Schomberg Minor Hockey and NobleKing Minor Hockey agree to transfer exclusive jurisdiction over operational issues associated with the administration of a shared Representative Team hockey program to King Township Minor Hockey, 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 Parties by the jointly administered Board.
- c) Those issues falling within the exclusive jurisdiction and control of King Township Minor Hockey are set out in **Schedule "A"**, attached hereto.
- d) Those issues remaining within the jurisdiction of Schomberg Minor Hockey and NobleKing Minor Hockey to be managed at the Local League level are set out in **Schedule "B"**, attached hereto.
- e) For greater clarity, both Schomberg Minor Hockey and NobleKing Minor Hockey agree to be exclusively governed and bound by those decisions of the jointly administered King Township Minor Hockey Board on all issues set out in Schedule "A".

- f) Conversely, King Township Minor Hockey shall respect those decisions made by Schomberg Minor Hockey and NobleKing Minor Hockey on matters of a strictly local nature, as set out in Schedule “B”.

ARTICLE 4

MANAGEMENT OF THE ASSOCIATION

4.1 Board Meetings

The Board of Directors for the Association shall meet at least once a month and, if a meeting of the Board is not held during any one (1) month period, any Director 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.

4.2 Quorum

A quorum for the transaction of business at all meetings of the Board shall consist of at least eight (8) Directors present in person or by such telephone, electronic or other communication facilities permitted in accordance with Section 4.3 below, provided that there are no fewer than three (3) Directors elected or appointed by each 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.

4.3 Telephone Meetings

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.

4.4 Accountant & Audit Requirements

On an annual basis, the Board shall appoint an accountant of the Association to conduct an independent review of the Association’s financial books, records and statements. Reports of the accountant shall be finalized within six (6) months of the Association’s financial year end, and delivered to the Board for

approval, then made available to the Members for inspection upon request, and shall otherwise be presented annually to the Local League Members of Schomberg Minor Hockey and NobleKing Minor Hockey during the course of their respective annual general members' meetings.

4.5 Matters Requiring Special Consent of the Members

Notwithstanding any other provision of this Agreement but subject to the Act, no decision will be made and no action taken by or with respect to the Association concerning the following special matters, without the express consent of both Schomberg Minor Hockey and NobleKing Minor Hockey:

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

4.6 Elected Directors Voting on Matters Requiring Special Consent

For the purposes of those matters specifically requiring the special consent of both Members as defined in Section 4.5 above, the twelve (12) elected Directors representing both Schomberg Minor Hockey and NobleKing Minor Hockey shall act as Delegates representing their respective Local League Organizations. Such elected Directors shall be entitled to vote on such matters, and any successful decision on those matters

set out in Section 4.5 shall require a combined majority of the elected Directors from both Schomberg Minor Hockey and NobleKing Minor Hockey to vote in favour of such a resolution.

4.7 Reimbursement of Expenses

The Association shall promptly reimburse in full each Director for all of his or her reasonable out-of-pocket expenses incurred in attending each meeting of the Board or any committee of the Board and in carrying out other activities on behalf of the Association.

4.8 Directors and Officers Insurance

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

4.9 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.

4.10 Member Consent

Any resolution in writing signed by all of the Directors nominated and elected to the Board by a particular Member shall be deemed to constitute the consent of that Member to such written resolution, and any matter recorded in the minutes of a meeting of the 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 Member.

ARTICLE 5

STRUCTURE OF THE BOARD

5.1 Interim Board of Directors

Upon implementation of this Agreement, the Parties shall appoint a twelve (12) member interim board of directors of the Association (the “Interim Board”), comprised of six (6) Directors nominated by each of the Parties, for an initial one (1) year period, to oversee and coordinate an effective transition of this Agreement and the successful launch of a coordinated Representative Team hockey program. Following the conclusion of this one year transition period, the Parties will appoint Directors to the Association’s Board in accordance with the terms of this Agreement and the Association’s By-Laws. To the extent possible, the members of the Interim Board shall have served on the boards of directors of either Schomberg Minor Hockey and NobleKing Minor Hockey during the negotiation of this Agreement, in order to ensure adequate knowledge and familiarity with this Agreement and the negotiated intent of the Parties.

The Interim Board of Directors may also, at 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 this Agreement.

5.2 Permanent Board of Directors

The affairs of the Association shall fall under the supervision of a jointly administered Board, subject to the provisions of the Act and the Association’s By-laws.

5.3 The Association shall have a Board consisting of fifteen (15) Directors, twelve (12) of whom shall be elected from within the local memberships of Schomberg Minor Hockey and NobleKing Minor Hockey who shall be Directors possessing full voting rights, and three (3) of which shall be subsequently appointed by the Association’s Board as non-voting Directors.

5.4 Both Schomberg Minor Hockey and NobleKing Minor Hockey shall each be entitled to nominate and elect or appoint six (6) Directors to the Board (for a total of 12 Directors in possession of voting rights) and both Members shall be entitled to remove and replace their respective nominees from time to time as provided in Section 5.10.

5.5 Both Members shall elect their local Directors from amongst the Local League Members in their respective Local League Organizations, and those locally elected Directors holding those

designated positions set forth in this Agreement shall in turn be nominated and elected or appointed by Schomberg Minor Hockey and NobleKing Minor Hockey to sit on the Association's Board in accordance with this Agreement.

5.6 Following the election or appointment of the 12 locally elected Directors to the Association's Board, the Association's Board shall have the authority to appoint three (3) additional non-voting Directors for certain specialized roles (as addressed herein below), with such appointed Directors to be mutually agreeable to both Members.

5.7 In their capacity as incorporated Local League Organizations, both Schomberg Minor Hockey and NobleKing Minor Hockey are required by law to maintain their own separate boards of directors, elected by their respective Local League Members in accordance with each organization's by-laws. In order to facilitate consistency between the two Local League Organizations, the Boards of Schomberg Minor Hockey and NobleKing Minor Hockey shall each consist of the following positions:

- i. President of Local League
- ii. Director of Representative Hockey Operations
- iii. Director of Local League Hockey Operations
- iv. Secretary/Treasurer
- v. Tournament Director
- vi. Technical Director/Head Coach
- vii. * Past President of Local League (Ex-Officio Member)
Not Eligible to Sit on King Township Minor Hockey Board

5.8 The Local League Organizations shall have the ability to appoint additional officers and/or convenors to assist in the management and administration of their respective Local League affairs and hockey operations.

5.9 The Directors of Schomberg Minor Hockey and NobleKing Minor Hockey elected by the Local League Members of both Local League Organizations shall automatically be appointed or elected by the Parties to sit as Directors on the jointly administered King Township Minor Hockey Board.

5.10 Removal and Replacement of Nominees

Either Party entitled to nominate and appoint or elect a Director shall be entitled to remove any such person as a Director in accordance with the terms of its own by-laws, and where applicable, shall provide notice to such Director and the Association. 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 Party whose nominee was so affected so as to maintain a Board consisting of the numbers of nominees specified in Section 5.4.

5.11 In order to establish a rotation of Directors on the Board, the appointment of Directors pursuant to the Association’s By-laws shall provide for the appointment each year of three (3) Directors from amongst the Local League Members of each Party, with two alternating “Slates” of Directors being elected at the Local League level on alternating years.

5.12 In the normal course, Directors shall hold office for a two (2) year term. However, in the first year following implementation of this Agreement, all Directors on both Slates will stand together for election concurrently, with the Directors on “Slate A” being elected for a term of two (2) years each, and Directors on “Slate B” will be elected for a term of one (1) year each. Following the first set of elections, and once an appropriate rotation has been established, the applicable term for all Directors will be two (2) years.

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

Schomberg Minor Hockey

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

NobleKing Minor Hockey

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

5.14 Following election to their respective Local League boards, the Parties shall automatically appoint their respective directors to the King Township Minor Hockey Board as Directors.

5.15 The Association’s Board shall have the authority to select an Executive Committee by appointment from amongst the Directors of the Board. The term of each Director shall officially commence on April 1st of the year in which they were elected as a director of their Local League Organization.

5.16 The specific duties and responsibilities of the Association’s Directors and authority of the Executive Committee shall be set out in the Association’s By-Laws.

5.17 Rotating President

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

5.18 First Vice President

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

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

5.20 Second Vice President (Rep Hockey Operations)

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

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

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

5.23 Third Vice President (Local League Hockey Operations)

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

5.24 On even years, the Director of Local League Hockey Operations for Schomberg Minor Hockey shall be appointed as the Third Vice President of King Township Minor Hockey (Local League Hockey Operations). Conversely, on odd years, the Director of Local League Hockey Operations for NobleKing Minor Hockey shall be appointed the Third Vice President of King Township Minor Hockey (Local League Hockey Operations). By virtue of sitting on the King Township Minor Hockey Board, the Directors of Local League Hockey Operations shall also be responsible for

ensuring an adequate balance between the Representative Team and Local League programs, so that Local League teams continue to receive adequate ice time, resources and attention, as part of a combined program. Both Local League Directors shall continue to represent their Local League Organizations separately as SROLL Board delegates.

5.25 When not serving in the role as Third Vice President (Local League Hockey Operations), the alternate Director of Local League Hockey Operations will act as Co-Chair of the Local League Hockey Committee, supporting the Vice President in the supervision and administration of all Local League related issues.

5.26 Board Secretary / Director of Fundraising & Special Events

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

5.27 Tournament Directors (Joint Tournament Subcommittee)

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

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

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

5.29 Past President (Ex-Officio Board Member)

The immediate Past President of King Township Minor Hockey, to the extent not currently sitting on the Board in an alternative role, shall be entitled to sit as an ex-officio member of the Board, without voting rights, to help provide assistance and counsel to the Association with respect to the organization's history, policies and past practices.

5.30 Appointed Directors

In addition to the twelve (12) Directors elected within their respective Local League Organizations and subsequently appointed to the Board by the Parties, the Association's Board shall have the authority to appoint three 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 maintain the day to day finances of King Township Minor Hockey, the payment of bills, and keeping up to date accounts and financial statements. The individual appointed to this role should have occupational experience with respect to banking or financial matters, including experience and/or qualifications as a bookkeeper, accountant, or similar field.

(b) OMHA Representative

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

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

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

5.31 The Association may, by 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.

5.32 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.

5.33 Equipment Managers

Without limiting the generality of Section 5.32, both Local League Organizations shall appoint an Equipment Manager as an officer of the Association, responsible for the cost effective sourcing and purchase of any necessary equipment, uniforms and related team/fan wear that may be authorized from time to time. The two Equipment Managers from the respective Local League Organizations shall co-chair a joint Equipment Committee, responsible for coordinating equipment and uniform purchases on behalf of all Representative and Local League teams.

5.34 Retention of Employees

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

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

ARTICLE 6
VOTING OF DIRECTORS

6.1 Unless otherwise provided for in this Agreement, 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, in addition to being entitled to cast a vote as President of his/her respective Local League Organization, he shall have a tie breaking vote on the Board.

6.2 In matters involving a material difference of opinion between the Parties involving the terms of this Agreement or By-Laws, including those matters requiring the special consent of both Members described in Section 4.5 above, should there be a deadlock between the Directors appointed by Schomberg Minor Hockey versus the Directors appointed by NobleKing Minor Hockey, the Board shall appoint a mutually agreeable Representative of the OMHA to act as mediator in an attempt to resolve the impasse.

6.3 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 7
MEMBERSHIP MEETINGS

7.1 Where practical and efficient to do so, Members' Meetings of the Association shall be held simultaneously on the same date and in the same location as the Local League Members' meetings for Schomberg Minor Hockey and NobleKing Minor Hockey.

- 7.2** Local League Members of both Local League Organizations will be entitled to full disclosure of financial information pertaining to their respective organizations, and will be entitled to attend and participate in Members' Meetings for King Township Minor Hockey, including discussions and questions posed to the Directors, but the Local League Members shall have no voting rights at such Members' Meetings.
- 7.3** During Local League Organizations members' meetings, the respective Local League Members of Schomberg Minor Hockey shall be entitled to cast ballots electing their local Directors to the Schomberg Minor Hockey board, and the respective Local League Members of NobleKing Minor Hockey shall be entitled to cast ballots electing their local Directors to the NobleKing Minor Hockey board, in addition to any other membership rights provided for under the Act.
- 7.4** For the purposes of any votes required during a Membership Meeting of the King Township Minor Hockey Association, the twelve (12) elected Directors representing Schomberg Minor Hockey and NobleKing Minor Hockey shall act as Delegates representing their respective Local League Organization, and shall each be entitled to cast one (1) vote as a representative of their Member organization.
- 7.5** Separate break-out meetings for the Local League Members of Schomberg Minor Hockey and NobleKing Minor Hockey may be held from time to time, where considered necessary and convenient by the Parties.

ARTICLE 8

STANDARDIZED REGISTRATION, PROGRAM HARMONIZATION & REVENUE SHARE

8.1 Standardized Registration

The Parties will establish a standardized registration process through HC for all players within their combined OMHA recognized territory, whose designated Centre for all OMHA and HC Representative Team hockey purposes shall be King Township Minor Hockey.

8.2 Harmonization of Program Structure and Standardized Player Fees

The Association shall establish a common registration fee structure for all players at the Representative Team and Local League levels within the boundaries of King Township Minor Hockey, including any incidental and Rep related team fees, so as to provide consistency and equality of opportunity for all players affiliating from both organizations. The Parties agree that for

the purposes of standardizing fee structures and to ensure equal opportunity to all players within King Township, it will be necessary to harmonize the programs offered by Schomberg Minor Hockey and NobleKing Minor Hockey to the fullest extent possible. While comprehensive details regarding program harmonization and player fees will be determined by the Board as part of the transition process, the Parties have agreed to certain basic principles regarding program harmonization as described in **Schedule “C”** that will guide the formation of future policies.

8.3 Per Capita Fee Allocation

Registration, sponsorship and team fees will be allocated internally between the Parties based upon individual player registration and affiliation, with all fees associated with Representative Team players remaining in the joint account of King Township Minor Hockey, and any fees associated with Local League players being allocated on a per capita basis between Schomberg Minor Hockey and NobleKing Minor Hockey.

The Parties acknowledge that any allocation of player fees between the Local League and Representative Team hockey programs will be subject to any adjustments necessary to reflect the centralized management of program operational costs, such as ice time purchases, OMHA fees, insurance, etc.

8.4 Additional Revenue

Any additional revenues raised by the Parties through shared fundraising, sponsorship or special event related activities will be allocated in accordance with the mutual agreement of the Parties.

ARTICLE 9

FINANCIAL ISSUES

9.1 Contribution of Capital

In order to successfully launch the Association’s operations, both Schomberg Minor Hockey and NobleKing Minor Hockey agree to jointly contribute \$15,000 each in equal proportion to King Township Minor Hockey in preliminary start-up capital (for a total of \$30,000). Thereafter, it is the expectation of the Parties that King Township Minor Hockey be capable of supporting the operation of a cooperative Representative Team hockey program on its own merits, utilizing applicable revenue from player registration, sponsorships and fundraising activities. Additional financial support for King Township Minor Hockey may be provided from time to time by the Parties, subject to mutual consent.

9.2 Segregated Funds

Funds that were previously raised and are currently in the possession of Schomberg Minor Hockey and/or NobleKing Minor Hockey shall be segregated and remain the property of their respective Local League Organizations, to be used exclusively by the Parties for the benefit of their respective Local League Members. Future decisions regarding the possibility of further consolidation involving the assets and finances of Schomberg Minor Hockey and NobleKing Minor Hockey shall be at the discretion of the Parties and their respective board of directors.

9.3 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.

9.4 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 10

BY-LAWS OF THE ASSOCIATION

- 10.1** The Parties agree that the general by-law of the Association (the “By-laws”), to the extent not inconsistent with the terms of this Agreement, shall be in the form attached hereto as **Schedule “D”**, until otherwise repealed, amended or altered in accordance with the Act and the By-laws.

ARTICLE 11

TERRITORY AND BORDERS

- 11.1** King Township Minor Hockey shall maintain a single consolidated border for the purposes of OMHA Representative Team hockey territorial rights, encompassing the previous combined territories of Schomberg Minor Hockey and NobleKing Minor Hockey, as recognized and/or amended by the OMHA from time to time.
- 11.2** This Agreement shall be conditional upon the Parties securing acceptable border arrangements with surrounding associations and leagues, as sanctioned and approved by the OMHA.
- 11.3** For greater certainty, all applicable territorial and border agreements shall be as set forth in **Schedule “E”** of this Agreement, unless otherwise altered or amended by the Board and the OMHA.

ARTICLE 12

CENTRE POINT

- 12.1** The Parties 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 described in **Schedule “F”** of this Agreement.

ARTICLE 13

TEAM NAME AND COLOURS

- 13.1** The Parties shall mutually determine a new team name, logo and uniform colours for King Township Minor Hockey, which shall be unique and distinct from the current branding used by Schomberg Minor Hockey and NobleKing Minor Hockey.

ARTICLE 14

AAA AFFILIATION

- 14.1** Unless otherwise altered or amended by the Board and the OMHA, King Township Minor Hockey players shall have the right to affiliate to for AAA hockey opportunities. All documents and agreements pertaining to AAA affiliation rights shall be set out in **Schedule “G”** of this Agreement.
- 14.2** Current players rostered to a AAA organization not ultimately selected as the new AAA affiliate of King Township Minor Hockey 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 King Township Minor Hockey and any subsequent AAA opportunities shall reside with the newly selected AAA affiliate of King Township Minor Hockey.

ARTICLE 15

DEVELOPMENT OF COMMON POLICIES AND PROCEDURES

- 15.1** During the negotiations for this Agreement, the Parties had significant discussions regarding the need to align key Policies and procedures fundamental to the successful management of a jointly administered Representative Team hockey program. In particular, both Parties considered Policies and procedures regarding coaching selection and management of the tryout process to be key to the future success of King Township Minor Hockey, especially in relation to the need for those Policies to ensure fair treatment and equal opportunity to all program participants across King Township. While the future specifics of such Policies will ultimately be determined by the Association’s Board, the Parties have agreed that the basic principles described in **Schedule “H”** will guide the formation of future Policies.

ARTICLE 16
COMPLIANCE WITH AGREEMENT

16.1 Unanimous Agreement

This Agreement shall be deemed to be a unanimous agreement between the Parties and the powers of the King Township Minor Hockey Board to manage or supervise the business and affairs of the Association shall be restricted in accordance with the terms of this Agreement. All future changes to the terms of this Agreement or to the By-Laws shall require the prior consent of both Schomberg Minor Hockey and NobleKing Minor Hockey.

16.2 Compliance with Agreement

As the two founding members of King Township Minor Hockey, the Parties covenant and agree to vote and act in a manner necessary to fulfil the provisions of this Agreement and in all other respects to comply with, and use all reasonable efforts to cause the Association to comply with this Agreement and to the extent, if any, that may be permitted by law, shall cause their respective nominee(s) as Directors of the Association to act in accordance with this Agreement.

ARTICLE 17

SPECIAL PROVISIONS

17.1 The Association shall be carried on without purpose of gain for its Directors and Members, and any profits or other accretions of the Association shall be used for the sole purposes of promoting the Association's stated objectives.

17.2 The Directors shall serve without remuneration and shall not directly or indirectly receive any profit from their position, provided that the Directors may be paid reasonable expenses incurred by them in the performance of their duties.

17.3 Upon the dissolution of the Association and after satisfying all of the Association's debts and liabilities, any remaining property shall be distributed equally between the Parties, or otherwise distributed or disposed of by the Board in accordance with the Act.

ARTICLE 18
BOARD OF GOVERNORS

- 18.1** The Parties will appoint a three (3) member board of governors (“Board of Governors”) that shall act as a temporary advisory body for a three (3) year period following the implementation of this Agreement.
- 18.2** The Board of Governors will consist of one (1) current or former member from each of Schomberg Minor Hockey and NobleKing Minor Hockey (must have previously held a board position with their respective organizations), who are both familiar with the history of each organization and the terms of this Agreement, as well as one (1) representative of either the OMHA or the Township of King mutually agreed upon by the Parties.
- 18.3** The role of the Board of Governors will be to monitor and review the implementation of this Agreement, and to provide advice and support to the Board regarding transitional issues relevant to the successful launch of a King Township Representative Team hockey program. The Association’s Board shall provide quarterly updates to the Board of Governors as to the organization’s current status, and key initiatives.
- 18.4** The Board of Governors shall periodically review and provide advice regarding the decisions of the King Township Minor Hockey Board, to help ensure that the Association is conducting affairs in a manner consistent with the spirit and intent of this Agreement, as well as the applicable Letters Patent and By-Laws of King Township Minor Hockey and the constating documents of Schomberg Minor Hockey and NobleKing Minor Hockey.
- 18.5** The Board of Governors will provide an annual report to the members of Schomberg Minor Hockey and NobleKing Minor Hockey during their respective annual general members’ meetings regarding the overall status of King Township Minor Hockey and adherence by the Parties to the terms of this Agreement.
- 18.6** Following the third (3rd) anniversary date of this Agreement, the Board of Governors shall be discontinued, unless both Parties agree to continue this oversight body for an additional agreeable period of time.
- 18.7** The Board of Governors shall act as an advisory body only to assist in the successful implementation of this Agreement, and members of the Board of Governors shall not have the authority to interfere with, encumber, or override decisions made by the Association’s elected

Directors. Similarly, members of the Board of Governors shall not be responsible or liable for any decisions, acts, omissions or oversights engaged in by the Association or the Board.

ARTICLE 19

HEAD OFFICE

19.1 The head office of the Association, until otherwise determined by the Board, shall be at located at the Trisan Centre, 25 Dillane Drive, Schomberg, Ontario, L0G 1T0.

ARTICLE 20

CONDITIONS PRECEDENT

20.1 Notwithstanding anything to the contrary contained herein, the respective obligations of the Parties to complete the transactions contemplated by this Agreement, shall be subject to the following conditions:

- a. This Agreement, with or without amendment, shall be approved and adopted by the board of directors for the Parties, at a meeting of directors called and held in accordance with the Act;
- b. This Agreement, with or without amendment, shall have been approved and adopted by a special resolution of the members of each Party at a meeting of members called and held in accordance with the Act; and
- c. This Agreement, with or without amendment, shall have been approved and adopted by the board of directors of the OMHA.

ARTICLE 21

APPLICATION

21.1 Upon the directors and members of each Party approving and adopting this Agreement in accordance with the Act at meetings thereof called for the purposes of considering this Agreement, such fact shall be certified by the Secretary of each Party under their respective corporate seals and the Parties by their joint application shall, on a date as may be agreed upon by the Parties (the “Effective Date”), apply to the appropriate authorities in the Province of Ontario for Letters Patent, in order to create the Association.

ARTICLE 22

AMENDMENTS

- 22.1** This Agreement may, prior to the endorsement of the Letters Patent, be amended by resolution of the board of directors for both Parties for the purposes of addressing administrative issues that do not materially impact the fundamental terms of this Agreement, without further approval of the members of either Party.

ARTICLE 23

FURTHER ASSURANCES

- 23.1** Each Party shall from time to time, promptly execute and deliver such further documents, conveyances, deeds, assignments, transfers and the like, and take such further action as may be reasonably necessary to give effect to the intent of this Agreement.

ARTICLE 24

TERMINATION

24.1 Review on Second Anniversary

The Parties shall conduct a review of this Agreement prior to the second (2nd) anniversary of its implementation to determine whether any mutually agreeable modifications or improvements are required.

24.2 Termination Prior to Second Anniversary

At any time prior to the second (2nd) anniversary to this Agreement's implementation, either Party may serve the other with notice of termination, with at least six (6) month's prior notice of termination being required. Upon termination of this Agreement, the remaining assets of the Association shall be divided between the Parties 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.

24.3 Termination Subsequent to Second Anniversary

At any time following the second (2nd) anniversary to this Agreement's implementation, either Party may serve the other with notice of termination, with at least six (6) month's prior notice of termination being required. Upon termination of this Agreement, the terminating party shall forfeit any previous capital contributions made to the Association and shall surrender its Representative Team hockey rights to the Association, remaining exclusively as a Local League Centre, with no further right to appoint Directors to the Association's Board.

ARTICLE 25

GENERAL

25.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the matters set out herein, and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties pertaining to that subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, pertaining to that subject matter. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

25.2 Amendments and Waivers

No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

25.3 Assignment

Except as may be expressly provided in this Agreement, no Party to this Agreement may assign its rights or obligations under this Agreement without the prior written consent the other Party.

25.4 Independent Legal Advice

The Parties acknowledge that they have entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The Parties acknowledge that they have been afforded the opportunity to obtain independent legal advice and confirm by the execution of this Agreement that they have either done so or waived their right to do so, and agree that this Agreement constitutes a binding legal obligation and that they are estopped from raising any claim on the basis that they have not obtained such advice.

SCHEDULE “A”
MATTERS UNDER THE EXCLUSIVE JURISDICTION OF
KING TOWNSHIP MINOR HOCKEY

1. All issues involving the administration of a centrally managed and jointly administered Representative Hockey Program on behalf of the Parties.
2. Operation of a centrally administered player registration process, allowing eligible players to register with King Township Minor Hockey as a newly created Representative Hockey Centre, through Hockey Canada.
3. Implementation of a consistent registration and player fee structure for both the Representative and Local League Hockey operations of the Parties.
4. Management of a centralized treasury and finance function, for all applicable player registration and team related fees, with an internal allocation of pro-rated fees to the Local League organizations on a per capita player basis.
5. Exclusive point of contact and decision maker for both the Representative and Local League hockey programs operated by the Parties, for all governance related, insurance, program compliance and regulatory issues involving the OMHA, YSMHL, OHF, Hockey Canada, and any applicable AAA affiliate, including the right to exercise all voting, delegate selection, appeal, and player movement/release rights on behalf of both the Association and the Parties.
6. Responsibility for all matters involving player residency, player movement, Affiliated Player (AP) opportunities, territorial agreements/disputes with surrounding Associations, borders, centre point determination, travel permits, and affiliation rights to any other organizations.
7. Selection and appointment of all Representative Hockey Coaches and Support Staff.
8. Administration of Representative Hockey Tryout Process.
9. Responsibility for all Risk Management, Safety, OMHA Code of Conduct, Respect in Sport, and Disciplinary matters involving both the Representative and Local League Hockey operations of both Parties.
10. Administration of a centrally managed equipment and uniform purchasing function on behalf of both the Representative and Local League Hockey operations of both Parties.
11. Responsibility for negotiating and securing favorable municipal ice contracts on behalf the Representative and Local League Hockey operations of both Parties, as well as responsibility for administering any ice allocation and scheduling functions required by the Parties.
12. Responsibility for administering a jointly administered tournament function on behalf of the Parties at both the Local League and Representative Hockey levels.
13. Responsibility for player Skill Development and Coaching Qualification & Development for all Representative Hockey teams.

SCHEDULE “B”
MATTERS UNDER THE EXCLUSIVE JURISDICTION OF
THE LOCAL PARTIES

1. Day to day management and administration of Local League teams.
2. Selection and appointment of Local League Coaches and Support Staff.
3. Local League Skill Development and IP Programs.
4. Local League equipment, uniform, team and fan wear purchases and administration.
5. Independent participation in Simcoe Region Local League matters, including the right to appoint a separate Local League delegate to SRLL meetings.
6. Local League community matters involving volunteers, sponsors, fundraising and special events.
7. Ongoing financial independence regarding the use of Local League owned assets, equipment and segregated monetary reserves not specifically allocated by the Local League Organization for shared use by the Association.

SCHEDULE “C”

PRINCIPLES REGARDING PROGRAM HARMONIZATION, STANDARDIZATION OF FEES AND PLAYER FEE ALLOCATION

During negotiations, the Parties discussed the importance of harmonizing the Local League program formats between Schomberg Minor Hockey and NobleKing Minor Hockey, in order to ensure that player registration fees between the two Local League Centres can be standardized, and to provide a level playing field with respect to player development for all players in King Township regardless of residency. In order to achieve a basic level of consistency between the two programs, the Parties have agreed to the following principles:

- To the fullest extent possible, available ice time for Local League teams will be standardized between the two Local Associations – in terms of weekly practice time availability and game time;
- The Parties will attempt to maintain consistent start and end dates for their Local League programs throughout the season, to ensure balanced ice time is maintained;
- The Parties will make reasonable efforts to maintain reasonable team sizes at the Local League level to help ensure that players receive adequate ice time;
- The Parties will attempt to standardize their approach with respect to the purchase and use of team equipment and team uniforms at the Local League level to help ensure that unnecessary costs are avoided, and that total costs as between the Local Centres is kept consistent for participants;
- The Board will develop a mutually agreeable process and rotation schedule for allocating the Representative Hockey Teams equally among the King Township arenas, in order to avoid having such teams unduly centralized in any single location. The overall goal shall be to reasonably distribute ice time for the Representative Teams in a fair and reasonable manner throughout the Township, and to avoid any unnecessary disruption for the Local League Teams, which are to the fullest extent possible, intended to play out of their home arenas, with minimal travel and inconvenience for the Local League member families;
- Referee and Timekeeper costs will be kept consistent between the Centres;
- The Parties will work together to develop and coordinate a comprehensive skill development program available to players at the Local League level from both Centres, to help ensure that all players within King Township receive reasonably comparable development opportunities; and
- To the extent that additional fees may be required beyond basic registration fees to help fund additional ice time, or game operational costs such as referees and timekeepers, the Local Centres will have the flexibility to raise the necessary funds for such additional costs through the application of team fees, player surcharges, and/or fundraising.

SCHEDULE "D"

BY-LAWS OF THE ASSOCIATION

Note: See Mutually Agreed Upon Bylaws That Exist as a Stand Alone Document

SCHEDULE "E"

TERRITORIAL AND BORDER AGREEMENTS

KING TOWNSHIP MINOR HOCKEY ASSOCIATION BOUNDRIES

Southern Boundary:

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

With Caledon Minor Hockey:

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

With TNT Minor Hockey:

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

With Aurora Minor Hockey and New Market Minor Hockey:

No right of choice remains with Aurora

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

With Bradford Minor Hockey:

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

SCHEDULE "F"

CENTRE POINT

The Designated Centre Point for King Township Minor Hockey shall be 16299 Weston Rd Kettleby, ON L0G 1J0, Canada.

SCHEDULE “G”

DOCUMENTS PERTAINING TO AAA AFFILIATION

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

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

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

SCHEDULE "H"

BASIC PRINCIPLES REGARDING ALIGNMENT OF COACHING SELECTION AND TRYOUT POLICIES

During the negotiation of this Agreement, the Parties had significant discussions regarding the importance of development harmonized policies regarding both Representative Team Tryouts, as well as the Coaching Selection Process for King Township Minor Hockey, to help ensure fairness, transparency and equal opportunity for all participants, regardless of where they live within King Township. The Parties agreed that the Association's Board will have ultimate authority in terms of developing such Policies, but that this process will have regard to the following basic principles:

Basic Principles Regarding Future Representative Team Tryout Policy:

- KTMHA will establish a Tryout Committee to be co-chaired by the Director of Rep Hockey Operations for both SMHA and NKMh. Additional members of the Tryout Committee will include the Technical Director/Head Coach of both SMHA and NKMh.
- The Tryout Committee will be responsible for drafting a comprehensive policy to manage the Tryout Process which shall be submitted to the KTMHA Board for approval.
- The Tryout Committee of the Board will be responsible for appointing a neutral Evaluation Panel to conduct objective player evaluations that will be used for the purposes of validating player selection.
- All players are encouraged to play at the level of their ability but no player will be forced to play at a higher division against their wishes.
- KTMHA will publish the applicable tryout schedules well in advance through different media channels.
- All players wanting to try out for a KTMHA Rep team must register with KTMHA prior to participating in the tryouts.
- KTMHA will determine the applicable fee for the Tryouts which must be paid as a condition of participating in the Tryouts.
- Icing competitive and viable A level Representative teams will be the priority of KTMHA, before alternative Rep teams at any other level are considered.
- All players participating must try out for either the Major or Minor A team classification first and if not selected, will be eligible as a secondary option, to try out for a Minor or Major AE, or combined AE team.
- The availability of AE Teams will be at the discretion of the Board, and subject to a consideration of available player numbers to make such a team viable.
- All Players wishing to play for any Rep Team will be expected to attend all tryouts held for that team until released by the team Coach. Exceptions may be at the discretion of the coaching staff and/or the KTMHA Board.
- Player that do not attend the A tryouts will not be eligible to tryout or roster with any applicable AE team, subject to any exceptions determined by the Board.

- Any player that could not attend the Rep Tryouts due to an acceptable reason may be given the opportunity to make the team by trying out and being evaluated by the Coach and Tryout Committee, where the following exceptions apply:
 - a) The player is an incumbent rep player but could not attend due to injury, family commitment or any other reason that will be forwarded to the Try out Committee and Coach prior the tryouts.
 - b) The player played Rep hockey in a different center and recently moved into KTMHA territory; or
 - c) The player was cut from a Junior, AAA or AA team and resides within KTMHA territory.

- Any player that is underage and wants to try out for the older representative team can do so under the OMHA regulations. The Player must be top three in skill with the older team. All evaluators must all concur that the player is top three and he may be granted an exception to move up except for the following exceptions:
 - The player's own age team does not have the minimum KTMHA player count
 - A major team cannot form under the OMHA requirements
 - Top three means an exceptional player
 - KTMHA reserved the right to make the final decisions on all player movements

- Novice through to Juvenile must take a minimum of 14 -15 Skaters and 2 goalies any deviation to these numbers must be approved by the KTMHA.

- The Tryout Committee of the Board shall appoint a Evaluation Panel comprised of three independent evaluators, possessing significant hockey experience. These evaluators may be coaches from the Association (current or retired), board members, member volunteers, or professional hockey instructors whose role will be to help assess players participating in the Tryout Process in an objective manner.

- Members of the Evaluation Panel shall not have any conflict of interest with specific players being evaluated. Panel members shall observe the Tryout Process and evaluate players using the system and forms provided for in the Hockey Canada Development Guide for Player Evaluation and Selection. The results of these evaluations shall be kept confidential. Throughout the Tryout Process, the Evaluation Panel will meet and consult with the Coach for the purposes of providing advice, guidance and recommendations regarding player selection.

- Before coaches make any cuts or inform any player about an offer it must be approved by the Evaluation Panel. A meeting will be set up within 72 hours of the final tryout to discuss the selections made by the coach. The Association's Board will advise the Coach and Evaluation Panel about the number of players that can be selected, having regard to overall registration numbers and tryout attendance. With the exception of certain age divisions like Juvenile which may require Fall Tryouts, every possible effort will be made to select teams in the Spring at the conclusion of the Tryout process.

- Where the Coach's selections are not reasonably consistent with the opinion of the Evaluation Panel, any disagreement will be resolved by the Tryout Committee of the Board.
- All players participating in the A level tryouts and subsequently cut, can tryout with the AE team if such a team is available, and will be given strong consideration for automatic entry to the AE team.
- Players cut during tryouts will be given strong consideration for potential AP opportunities.
- If an additional player moves into KTMHA residency and is eligible to roster to a Rep team, he or she will be granted a maximum of three skates with team and evaluated as per the tryout evaluation process. New players moving into territory may not dislodge a previously selected player but can be added to the Roster, should their tryout be successful.
- Representative Team Fees – players selected for a Rep team will be responsible for all additional team fees mandated by KTMHA which may include:
 - Parent Contributions
 - Sponsorship
 - Fundraising
 - Equipment & Uniforms
 - Extra Ice time
 - Extra Development costs

Basic Principles Regarding Future Coach Selection Policy:

- KTMHA will establish a Coaching Selection Committee to be co-chaired by the Director of Rep Hockey Operations for both SMHA and NKMHA. Additional members of the Coaching Selection Committee will include the Technical Director/Head Coach of both SMHA and NKMHA. Additional Committee members can be added as necessary at the discretion of the Board. The Committee will be comprised of an equal number of representatives from both Local Associations.
- The Coaching Selection Committee will be responsible for drafting a comprehensive policy to manage the Coaching Selection Process which shall be submitted to the KTMHA Board for approval.
- Underlying goals for the KTMHA Coaching Selection Policy will be to:
 1. Promote non-parent Coaching Staffs (where possible)
 2. Encourage parent Head Coaches to have non parent Coaching Staff
 3. Select the best qualified individual to be the Head Coach
 4. Encourage Coaches to develop and improve their credentials through Coaching development opportunities

5. Select Coaches willing to support the Hockey Canada Development Curriculum and efforts by the KTMH Board to promote an integrated skill development program
6. Make best efforts to ensure that each Team's Coaching Staff has balanced representation from both SMHA and NKMA members
7. Ensure that players are exposed to a wide variety of Coaches over the course of their playing career, as each Coach has a unique philosophy and method of instruction

Selection Process:

- Coaching positions will be awarded using a point based interview and selection process, with the position being awarded to the candidate with the highest combined score. Members of the Coaching Selection Committee will conduct the interviews with the assistance of an OMHA Coach Evaluator.
- In the event that two or more candidates achieve the same score, the position will be awarded at the discretion of the Coaching Selection Committee, using a majority secret ballot vote. Selection criteria will include the following: (i) interview, (ii) draft practice plan (iii) prior parent feedback, (iv) hockey experience/coaching credentials, (v) previous coaching evaluations, (vi) prior complaints or disciplinary action, and (vii) prior minor hockey involvement.
- The Coaching Selection Committee will select candidates who will then be recommended to the KTMHA Board for ratification and approval.
- As a condition of being awarded a Coaching position, all Coaches will be required to enter into a Coaching Agreement, confirming their agreement to comply with the KTMHA and OMHA Code of Ethics, and willingness to follow strategic advice and direction from the KTMHA Board with respect to the overall management of team affairs, including skill and technical development issues.
- A satisfactory Vulnerable Sector Screen (VSS) will be required for all Coaches and Bench Staff as per OMHA Regulations.
- All Coaching Staff members recommended by a Head Coach will be subject to review and approval by the KTMHA Board.