

**MEMORANDUM OF AGREEMENT**

**REGARDING THE CREATION OF**

**AUSABLE VALLEY HOCKEY**

**ASSOCIATION**

**TO JOINTLY ADMINISTER A REP HOCKEY PROGRAM**

January 3, 2025

BETWEEN:

**ILDERTON MINOR HOCKEY ASSOCIATION**  
Ontario Corporation No. 1881063  
"Ilderton Minor Hockey"

AND

**LUCAN ATHLETIC ASSOCIATION**  
Ontario Corporation No. 920223  
"Lucan Athletic Association"

AND

**NORTH MIDDLESEX & DISTRIC MINOR HOCKEY ASSOCIATION**  
Ontario Corporation No. 693917  
"North Middlesex Minor Hockey"

## DEFINITIONS

For the purposes of this Agreement, 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) “**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, section or subsection of this Agreement;
- (c) “**Annual Meeting**” means the annual meeting of the Association;
- (d) “**Association**” or “**AVHA**” means Ausable Valley Hockey Association (or such other name as the Association may in the future legally adopt), a not-for-profit corporation incorporated under the Act by articles of incorporation, dated October 10, 2024, and identified as Ontario Corporation number 1001031851;
- (e) “**Articles**” means the articles of incorporation of the Association, and any instrument that modifies its incorporating instrument from time to time, including articles of amendment, restated articles of incorporation, articles of amalgamation, articles of arrangement, articles of continuance, articles of dissolution, articles of reorganization, articles of revival, or special act;
- (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 London, Ontario 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 “**Ilderton Minor Hockey By-laws**” and “**Lucan Athletic Association By-laws**” and “**North Middlesex Minor Hockey By-laws**” refer to the general corporate by-laws of Ilderton Minor Hockey and Lucan Athletic Association and North Middlesex 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 jurisdiction of the OMHA;
- (j) “**Delegate**” or “**Delegates**” means an individual or individuals, as the case may be, who are authorized to represent a Voting Member and vote on behalf of a Voting Member at any Members' Meetings of the Association;

- (k) “**Director**” means an individual who has been elected or appointed to the Board of the Association;
- (l) “**Ilderton Minor Hockey**” means the Ilderton Minor Hockey Association, incorporated by letters of patent, pursuant to the Predecessor Act, as a not-for-profit corporation on October 1, 2012, identified as Ontario Corporation Number 1881063;
- (m) “**Lucan Athletic Association**” means the Lucan Athletic Association, incorporated by letters of patent, pursuant to the Predecessor Act, as a not-for-profit corporation on February 1, 1991, identified as Ontario Corporation Number 920223;
- (n) “**North Middlesex Minor Hockey**” means the North Middlesex & District Minor Hockey Association, incorporated by letters of patent, pursuant to the Predecessor Act, as a not-for-profit corporation on February 20, 1987, identified as Ontario Corporation Number 693917;
- (o) “**HC**” means Hockey Canada (or such other name as Hockey Canada may in the future legally adopt);
- (p) “**Letters Patent**” means the letters patent of Ilderton Minor Hockey, Lucan Athletic Association and/or North Middlesex Minor Hockey, as may be amended from time to time by supplementary letters patent and/or articles of amendment;
- (q) “**Local League**” means a group of teams from a number of minor hockey associations which compete regularly in a recreational league, and the “**Local League Organizations**” refers to Ilderton Minor Hockey, Lucan Athletic Association, and North Middlesex Minor Hockey;
- (r) “**Local League Members**” shall mean the individual members of each of the Local League Organizations, as defined under the Ilderton Minor Hockey By-laws, Lucan Athletic Association By-laws, and North Middlesex Minor Hockey By-laws;
- (s) “**Members**” means all classes of membership in the Association as set out in the Articles and By-laws, and “**Member**” means any one of them;
- (t) “**Members' Meeting**” means the Association's Annual Meeting or a Special Meeting, as applicable in the circumstances;
- (u) “**Non-Voting Members**” means the class or classes of non-voting Members of the Association, as may be set out in the Articles and By-laws;
- (v) “**Officers**” means the individuals who hold the offices of the Association duly appointed by the Board as set out in the By-laws;

- (w) "**OHF**" means the Ontario Hockey Federation (or such other name as the OHF may in the future legally adopt);
- (x) "**OMHA**" means the Ontario Minor Hockey Association Inc. (or such other name as the OMHA may in the future legally adopt);
- (y) "**Parties**" means Ilderton Minor Hockey, Lucan Athletic Association and North Middlesex Minor Hockey, and "**Party**" means any one of them;
- (z) "**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;
- (aa) "**Predecessor Act**" means the *Corporations Act* R.S.O. 1990, Chapter 38, and any statute amending same, from time to time;
- (bb) "**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;
- (cc) "**Special Meeting**" means any Members' Meeting other than an Annual Meeting;
- (dd) "**Special Resolution**" means a resolution approved by not less than 2/3rds of the votes cast;
- (ee) "**Voting Members**" means the class or classes of voting Members of the Association, as may be set out in the Articles and By-laws;

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

**WHEREAS:**

- A. Ilderton Minor Hockey, Lucan Athletic Association, and North Middlesex Minor Hockey are not-for-profit corporations which are similarly involved in the operation of minor hockey teams for the benefit of the youth in the communities of Ilderton, Lucan and Parkhill, Ontario.
- B. The Parties are accredited members of the OMHA, operating recreational Local League teams;
- C. The Parties have incorporated a new jointly administered minor hockey association, which is named the "**Ausable Valley Hockey Association**", for the purpose of jointly administering and operating "A" Representative Team hockey programs on behalf of the Parties; commencing with the 2025/2026 OMHA hockey season.
- 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 Ilderton, Lucan and Parkhill, Ontario, 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 respective Ilderton Minor Hockey, Lucan Athletic Association and North Middlesex Minor Hockey 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 the Association**

- (a) The Parties agreed and have already incorporated a new not-for-profit corporation pursuant to the Act, which is named the Ausable Valley Hockey Association.
- (b) The Association 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.
- (c) Commencing with the 2025/2026 OMHA hockey season, the purpose of the Association shall be to undertake the operation of a jointly administered Representative Team hockey program to which eligible players from the Ilderton Minor Hockey, the Lucan Athletic Association and the North Middlesex Minor Hockey will have affiliation rights.
- (d) Ilderton Minor Hockey, Lucan Athletic Association and North Middlesex Minor Hockey; hereby agree to surrender all their existing OMHA rights to Representative Teams, and to transfer such rights to the Association, which shall operate a consolidated Representative Team hockey program on behalf of the Parties and their respective members.
- (e) Ilderton Minor Hockey, Lucan Athletic Association, and North Middlesex 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, the Ilderton Minor Hockey, the Lucan Athletic Association and the North Middlesex 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 the Association to be managed jointly on behalf of the Parties.

## 1.2 Association Operation and Administration

- (a) The Association shall be operated and administered by the elected Board of Directors.
- (b) The applicable Articles and By-laws shall provide for a single class of Voting Members, whereby, on the incorporation date of the Association, Ilderton Minor Hockey, Lucan Athletic Association, and North Middlesex Minor Hockey became the exclusive Voting Members of the Association, with each Voting Member having the ability to appoint an equal number of representatives to the Board. The Association will also provide for a class of Non-Voting Members, whereby, on the incorporation date of the Association, all the Local League Members and any Honorary Lifetime Members became the Non-Voting Members, as further described in the Articles and By-laws.
- (c) 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 the Association, a copy of which is attached hereto as **Schedule "C"** and shall facilitate any necessary amendments to the existing Ilderton Minor Hockey By-laws, the existing Lucan Athletic Association By-laws and the existing North Middlesex Hockey By-laws as may be required or necessary to achieve consistency with the terms and conditions of this Agreement and the Association's By-laws.
- (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, Ilderton Minor Hockey, Lucan Athletic Association and North Middlesex Minor Hockey Association shall have an additional twelve (12) month period in which to amend the Ilderton Minor Hockey By-laws, the Lucan Athletic Association By-laws and the North Middlesex Minor Hockey By-laws, respectively, to comply with and reflect the terms and conditions of this Agreement.

**ARTICLE 2**  
**MEMBERSHIP IN THE ASSOCIATION**

**2.1 Two Classes of Membership in the Association**

- (a) The Association's By-laws shall provide for two classes of membership in the Association, the Voting Members and the Non-Voting Members, with Ilderton Minor Hockey, Lucan Athletic Association and North Middlesex Minor Hockey being the only Voting 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. No additional Voting Members shall be permitted to join the Association without the prior consent of all the Parties.
- (b) The Non-Voting Members shall have no voting rights as Members of the Association and shall be comprised exclusively of the Local League Members and any Honorary Lifetime Members. No additional Non-Voting Members shall be permitted to join the Association without the prior consent of all the Parties.

**2.2 Ongoing Membership of Individuals in the Local League Organizations**

- (a) The Local League Members shall continue to be members of the Ilderton Minor Hockey, the Lucan Athletic Association and North Middlesex Minor Hockey in accordance with the Ilderton Minor Hockey By-laws, the Lucan Athletic Association By-laws and North Middlesex Minor Hockey 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 the Association for all OMHA, OHF and HC purposes.
- (c) Notwithstanding paragraph 2.2(b) above, for the purposes of administering Local League Members rights within the recognized boundaries of the Association, Local League Members will be internally allocated by the Parties, between the Ilderton Minor Hockey, the Lucan Athletic Association and, the North Middlesex 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 Association's 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, 2024.
- (d) Subject to the internal allocation of Local League Members between the Ilderton Minor Hockey, the Lucan Athletic Association and, the North Middlesex Minor Hockey using the process described above, Local League Members' of the 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 Organization, and indirectly to the AVHA Board.



## ARTICLE 3

### AUTHORITY OF THE ASSOCIATION

#### 3.1 Powers and Jurisdiction

- (a) Except as otherwise limited by the terms of this Agreement, the Association 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, commencing with the 2025/2026 OMHA hockey season, the Ilderton Minor Hockey, the Lucan Athletic Association and the North Middlesex Minor Hockey agree to transfer 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 Parties by the jointly administered Board.
- (c) Those issues falling within the exclusive jurisdiction and control of the Association are set out in **Schedule "A"**, attached hereto.
- (d) Those issues remaining within the jurisdiction of the Ilderton Minor Hockey, the Lucan Athletic Association and the North Middlesex Minor Hockey to be managed at the Local League level are set out in **Schedule "B"**, attached hereto.
- (e) For greater clarity, the Local League Organizations agree to be exclusively governed and bound by those decisions of the jointly administered AVHA Board on all issues set out in **Schedule "A"**.
- (f) Conversely, the Association shall respect those decisions made by Ilderton Minor Hockey, the Lucan Athletic Association and the North Middlesex Minor Hockey on matters of a strictly local nature, as set out in **Schedule "B"**.

**ARTICLE 4  
STRUCTURE OF THE BOARD**

**4.1 Board of Directors**

The affairs of the Association shall fall under the supervision of an elected Board, subject to the provisions out in the Association's By-laws (**Schedule “C”**).

**4.2 (a)** The Association shall be governed by a Board consisting of fifteen (15) voting Directors and a non-voting President elected by the Delegates for the Local League Organizations, with each respective Local League Organization being entitled to elect or appoint five (5) Directors, and a jointly elected President, as more particularly set out and described in the Association’s By-laws (Schedule “C”).

**4.2 (b)** A Party entitled to nominate and appoint or elect a Director shall also 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 4.2(a).

**4.3** In their capacity as incorporated Local League Organizations, Ilderton Minor Hockey, the Lucan Athletic Association and North Middlesex 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 Local League Organization's by-laws.

**4.4** 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.

**ARTICLE 5  
MEMBERSHIP MEETINGS**

- 5.1** Members' Meetings of the Association shall be held in accordance with Association By-laws ("**Schedule C**").
- 5.2** The Local League Members' will be entitled to attend the Members' Meetings of the Association and may at the invitation or request of the Board participate in discussions and pose questions to the Directors, but the Local League Members shall have no voting rights at any such Members' Meetings.
- 5.3** For the purposes of Members' Meetings of the Association, the fifteen (15) voting Directors elected or appointed by the Board, will also act as the fifteen (15) Delegates representing the interests of their respective Local League Organizations, with each Delegate entitled to cast one (1) vote at any Members' Meeting, all as more particularly set out and described in the By-laws.

**ARTICLE 6  
STANDARDIZED REGISTRATION & PROGRAM STRUCTURE**

**6.1 Standardized Registration**

The Association 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 the Association.

**6.2 Program Structure and Player Fees**

The Association shall establish a common registration fee structure for all players at the Representative Team levels within the boundaries of the Association, including any Association based incidental team fees, to provide consistency and equality of opportunity for all players affiliating from the Local League Organizations.

**ARTICLE 7  
FINANCIAL ISSUES**

**7.1 Contribution of Capital**

To successfully launch the Association's operations, Ilderton Minor Hockey, the Lucan Athletic Association and North Middlesex Minor Hockey agree to jointly contribute funds, by way of a non-interest loan, in the amount of **\$10,000.00** each (for an aggregate amount of \$30,000.00) as preliminary start-up capital. Thereafter, it is the expectation of the Parties that the Association will 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 the Association may be provided from time to time by the Parties, subject to the Parties unanimous mutual consent. The aforementioned loan provided to AVHA will be repaid, on a pro rata basis, in one or more instalments to the Local League Organizations, with the expectation that the loans will be repaid in full by no later than December 31<sup>st</sup>, 2025.

**ARTICLE 8  
BY-LAWS OF THE ASSOCIATION**

- 8.1** The Parties agree that the general by-law of the Association (referred to herein as the "**By-laws**"), shall be in the form attached hereto as **Schedule "C"**, until otherwise repealed, amended or altered in accordance with the Act and the By-laws.

**ARTICLE 9  
TERRITORY AND BORDERS**

- 9.1** The Association shall maintain a single consolidated border for the purposes of OMHA Representative Team hockey territorial rights, encompassing the previous combined territories of Ilderton Minor Hockey, the Lucan Athletic Association and the North Middlesex Minor Hockey, as recognized and/or amended by the OMHA from time to time.
- 9.2** This Agreement shall be conditional upon the Association and/or Parties securing acceptable border arrangements with surrounding associations, as sanctioned and approved by the OMHA.

**ARTICLE 10  
CENTRE POINT**

- 10.1** 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 designated Centre Point for the Association shall be: 139 Main Street, Ailsa Craig, Ontario, N0M 1A0 (Canada Post Office).

**ARTICLE 11  
TEAM NAME AND COLOURS**

- 11.1** The Association shall determine a new team name, logo and uniform colours for the Association, which shall be unique and distinct from the current branding used by Ilderton Minor Hockey, the Lucan Athletic Association and North Middlesex Minor Hockey.

**ARTICLE 12  
AAA AFFILIATION**

- 12.1** 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 the Association will have AAA affiliation rights with the Elgin Middlesex Canucks, or an alternative affiliate as determined by the OMHA.
- 12.2** Current players rostered to a AAA organization not ultimately selected as the new AAA affiliate of the Association 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 to the Association and any subsequent AAA opportunities shall reside with the newly selected AAA affiliate of the Association.

**ARTICLE 13  
DEVELOPMENT OF COMMON POLICIES AND PROCEDURES**

- 13.1** During the negotiations for this Agreement, the Parties had discussions regarding the need to align key Policies and procedures fundamental to the successful management for the administration of a 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 the Association, especially in relation to the need for those Policies to ensure fair treatment and equal opportunity to all program participants across the Association's territory. While the future specifics of such Policies will ultimately be determined by the Association's Board.

**ARTICLE 14  
COMPLIANCE WITH AGREEMENT**

**14.1 Unanimous Agreement**

This Agreement shall be deemed to be a unanimous agreement between the Parties and the powers of the Association's 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 the Parties.

**14.2 Compliance with Agreement**

As the founding Members of the Association, 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, as Directors of the Association to act in accordance with this Agreement.

**ARTICLE 15  
SPECIAL PROVISIONS**

**15.1** 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 purposes.

**15.2** Upon the dissolution of the Association and after satisfying all 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 16  
HEAD OFFICE**

**16.1** The head office of the Association, until otherwise determined by the Board, shall be located at the Lucan Community Memorial Centre, 263 Main Street, Lucan, Ontario N0M 2J0.

**ARTICLE 17**  
**CONDITIONS PRECEDENT**

- 17.1** 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, including the By-laws, with or without amendment, shall be approved and adopted by the board of directors of the Association, at a meeting of directors called and held in accordance with the Act;
  - (b) This Agreement, including the By-laws, with or without amendment, shall have been approved and adopted by the Local League Members of each Party at a meeting of such members called and held in accordance with the Act; and
  - (c) This Agreement, including the By-laws, with or without amendment, shall have been approved and adopted by the OMHA board of directors.

**ARTICLE 18**  
**APPLICATION**

- 18.1** Upon the directors and members of each Party approving and adopting this Agreement in accordance with the Act at meetings there of called for the purposes of considering this Agreement, such fact shall be certified by the President or Secretary of each Party and the Parties by their joint application shall, on a date as may be agreed upon by the Parties, apply to the appropriate authorities in the Province of Ontario for articles of amendment, in order to amend the Association's articles of incorporation to conform with the terms and provisions of this Agreement and the By-laws.

**ARTICLE 19**  
**AMENDMENTS**

- 19.1** This Agreement may, prior to the endorsement of the Articles, be amended by resolution of the board of directors from the Association for the purposes of addressing administrative issues.

**ARTICLE 20**  
**FURTHER ASSURANCES**

- 20.1** 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 21 TERMINATION**

### **21.1 Termination**

(a) On an annual basis, any Party may serve the other Parties with notice of termination and their intention to withdraw from the Association, with at least six (6) month's prior written notice of termination being required and provided the effective date of termination is no earlier than the next Annual Meeting of the Association. In the event any Party exercises this right of termination, and only one (1) Party remains in the Association, the Parties shall cause the Association to be wound-up and voluntarily dissolved, with the remaining assets of the Association being divided between the Parties on an equal basis. 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.

(b) If, on the effective date of termination under 21.1(a) above, there remains more than one (1) Party, and they wish to continue to have the Association administer and operate their Representative Hockey programs, then the Association shall not be wound-up or voluntarily dissolved, but shall continue based on an amended Agreement and By-laws to be negotiated and approved by the remaining Parties and the OMHA. In such a case, 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 membership rights in the Association.



**ARTICLE 22  
GENERAL**

**22.1 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.

**22.2 Amendments and Waivers**

Subject to Article 19, no amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the Board of the Association. 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.

**22.3 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.

**22.4 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.

**22.5 Execution and Delivery**

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

**[Next Page is Signature Page]**

**IN WITNESS OF WHICH** the Parties have duly executed this Agreement on the **3rd** day of January 2025, as evidenced by the signatures below of their duly authorized officers.

**ILDERTON MINOR HOCKEY ASSOCIATION**

---

Andy Marshall  
President of Ilderton Minor Hockey Association

**LUCAN ATHLETIC ASSOCIATION**

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Mark Millar  
President of Lucan Athletic Association

**NORTH MIDDLESEX & DISTRICT MINOR HOCKEY ASSOCIATION**

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Dustin Bayliss  
President of North Middlesex & District Minor Hockey

## **SCHEDULE "A"**

### **MATTERS UNDER THE EXCLUSIVE JURISDICTION OF THE ASSOCIATION**

- 1) All issues involving the administration of a centrally managed and administered Representative Hockey Program.
- 2) Operation of a centrally administered player registration process, allowing eligible players to register with the Association as a newly created Representative Hockey Centre, through Hockey Canada.
- 3) Implementation of a consistent registration and player fee structure for both the Representative Hockey operations of the Parties.
- 4) Management of a centralized treasury and finance function, for all applicable player registration and team related fees.
- 5) Exclusive point of contact and decision maker for the Representative hockey programs operated by the Association, for all governance related, insurance, program compliance and regulatory issues involving the OMHA, OHF, Hockey Canada, and any applicable AAA affiliate and player movement/release rights on behalf of the Association.
- 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 Representative Hockey operations of the Association.
- (10) Administration of all equipment and uniform purchasing function for the Representative Hockey operations of the Association.
- (11) Responsibility for negotiating and securing favorable municipal ice contracts on behalf the Representative Hockey operations of the Association, as well as responsibility for administering any ice allocation and scheduling functions required by the Association.
- (12) Responsibility for administering tournament functions on behalf of the Association at both the 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 LEAGUE ORGANIZATIONS**

- (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) Local League community matters involving volunteers, sponsors, fundraising and special events.
- (6) 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"**

**BY-LAWS OF THE ASSOCIATION**

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