
**MEMORANDUM OF AGREEMENT
REGARDING THE CREATION OF
NORFOLK COUNTY MINOR HOCKEY
ASSOCIATION**

November 23, 2018

BETWEEN:

PORT DOVER MINOR HOCKEY ASSOCIATION

“PORT DOVER MINOR HOCKEY”

AND

SIMCOE & DISTRICT MINOR HOCKEY ASSOCIATION

ONTARIO CORPORATION NUMBER 979397

“SIMCOE MINOR HOCKEY”

AND

WATERFORD & DISTRICT MINOR HOCKEY ASSOCIATION

ONTARIO CORPORATION NUMBER 677691

“WATERFORD MINOR HOCKEY”

**the above parties referred to in the singular as a “LOCAL ASSOCIATION” and
collectively as the “LOCAL ASSOCIATIONS”**

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;
- (c) "Article" or "Section" means and refers to the specified article or section of this Agreement;
- (d) "Association" or "Norfolk County Minor Hockey" means Norfolk County Minor Hockey Association (or such other name as the Association may in the future legally adopt) to be created in accordance with this Agreement;
- (e) "Board" means the board of directors of the Association;
- (f) "Business Day" means a day other than a Saturday, Sunday or any day on which the principal commercial banks located in Norfolk County are not open for business during normal banking hours;
- (g) "By-laws" means the duly authorized general corporate by-laws of the Association, and the "Local Association By-laws" refers to the general corporate by-laws of the Local Associations;
- (h) "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;
- (i) "Director" means an individual who has been elected or appointed to the Board of the Association;
- (j) "HC" means Hockey Canada (or such other name as the Canadian Hockey Association may in the future legally adopt);
- (k) "ISCLL" means the Intertown Southern Counties Local League (or such other name as the ISCLL may in the future legally adopt);
- (l) "Letters Patent" means the letters patent incorporating the Association, as may be amended from time to time by supplementary letters patent;
- (m) "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 focused minor hockey organizations of the individual Local Associations;
- (n) "Local League Members" shall mean the individual members of each of the Local League Organizations, as defined under the By-laws of the Local Associations;
- (o) "Members" means the class of voting members of the Association jointly responsible for its operation, namely the Local Associations, and "Member" means any one of them;

- (p) "Members' Meeting" means the Association's annual general meeting of the Members or a special Members' meeting, as applicable in the circumstances;
- (q) "Non-voting Members" means the class of non-voting members of the Association, comprised of the Directors of the Association;
- (r) "Officers" means the individuals who hold the offices of the Association duly appointed by the Board;
- (s) "OHF" means the Ontario Hockey Federation (or such other name as the OHF may in the future legally adopt);
- (t) "OMHA" means the Ontario Minor Hockey Association (or such other name as the OMHA may in the future legally adopt);
- (u) "Parties" means Port Dover Minor Hockey, Simcoe Minor Hockey and Waterford Minor Hockey, and "Party" means either one of them;
- (v) "Policies" means written statements governing issues affecting the affairs of the Association, which have been considered and approved by the Board;
- (w) "Port Dover Minor Hockey" means Port Dover Minor Hockey Association, which is commonly known and referred to as Port Dover Minor Hockey;
- (x) "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;
- (y) "SCMHL" means the Southern Counties Minor Hockey League (or such other name as the SCMHL may in the future legally adopt);
- (z) "Simcoe Minor Hockey" means Simcoe & District Minor Hockey Association incorporated pursuant to the Act as a not-for-profit corporation on June 5, 1992 and identified as Ontario corporation no. 979397, which is commonly known and referred to as Simcoe Minor Hockey; and
- (aa) "Waterford Minor Hockey" means Waterford & District Minor Hockey Association incorporated pursuant to the Act as a not-for-profit corporation on August 12, 1986 and identified as Ontario corporation no. 677691, which is commonly known and referred to as Waterford Minor Hockey.

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. The Local Associations are comprised of not-for-profit corporations incorporated pursuant to the Act, as well as unincorporated not-for-profit organizations, which are similarly involved in the operation of minor hockey teams for the benefit of children in the various communities of Norfolk County, Ontario.
- B. The Parties are accredited members of the OMHA, operating both recreational Local League teams within the ISCLL, as well as competitive Representative Teams within the SCMHL;
- C. The Parties wish to create a new jointly administered minor hockey association, which shall be named the “Norfolk County 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 Norfolk County, 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 board of directors of each of the Parties, and member approval of each of the Parties, if necessary, in accordance with the provisions of the Act and the Local Associations’ By-laws, as applicable;

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 Norfolk County Minor Hockey Association

- a) The Parties agree to incorporate a new not-for-profit corporation pursuant to the Act, which shall be named the Norfolk County Minor Hockey Association (hereinafter referred to as “Norfolk County Minor Hockey” or the “Association”).
- b) Norfolk County 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.

- c) The purpose of Norfolk County Minor Hockey shall be to undertake the operation of a jointly administered Representative Team hockey program to which eligible players from all Local Associations will have affiliation rights.
- d) The Parties hereby agree to surrender all of their existing OMHA rights to Representative Teams, and to transfer such rights to Norfolk County Minor Hockey, which shall operate a consolidated Representative Team hockey program on behalf of the Parties and their respective members.
- e) The Local Associations 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 Local Associations will each 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 Norfolk County Minor Hockey to be managed jointly on behalf of the Parties.

1.2 Norfolk County Minor Hockey to be Jointly Operated and Administered

- a) Norfolk County Minor Hockey shall be jointly operated and administered by the Parties, namely Port Dover Minor Hockey, Simcoe Minor Hockey and Waterford 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 the Local Associations will be the exclusive voting members of Norfolk County 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 Norfolk County Minor Hockey, a copy of which is attached hereto as Schedule "D", and shall facilitate any necessary amendments to the existing Local Association 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 board of directors of the Local Associations, the Local Associations shall have an additional twelve (12) month period in which to amend their By-laws, respectively, to reflect the terms and conditions of and to be 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 Port Dover Minor Hockey, Simcoe Minor Hockey and Waterford Minor Hockey being the only Members of the Association with each holding the ability 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 all Parties.

2.2 Ongoing Membership of Individuals in the Local League Organizations

- a) The Local League Members shall continue to be members of the Local Associations in accordance with the Local Associations' 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 Norfolk County 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 territory of Norfolk County Minor Hockey, Local League Members will be internally allocated by the Parties, between the Port Dover Minor Hockey, Simcoe Minor Hockey and Waterford 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 Norfolk County 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, 2018.

- d) Subject to the internal allocation of Local League Members between Port Dover Minor Hockey, Simcoe Minor Hockey and Waterford 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 Organizations, and indirectly to the Norfolk County 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, Norfolk County 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, the Local Associations agree to transfer exclusive jurisdiction over operational issues associated with the administration of a shared Representative Team hockey program to Norfolk County 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 Norfolk County Minor Hockey are set out in **Schedule "A"**, attached hereto.
- d) Those issues remaining within the jurisdiction of the Local Associations to be managed at the Local League level are set out in **Schedule "B"**, attached hereto.
- e) For greater clarity, the Local Associations agree to be exclusively governed and bound by those decisions of the jointly administered Norfolk County Minor Hockey Board on all issues set out in Schedule "A".

- f) Conversely, Norfolk County Minor Hockey shall respect those decisions made by the Local Associations on matters of a strictly local nature, as set out in Schedule "B".

ARTICLE 4 MANAGEMENT OF THE ASSOCIATION

4.1 Board Meetings

The President of the Association can call a meeting of the Board of Directors at any time, but the Board shall meet at least once a month. 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 60% of Directors present in person or by such telephone, electronic or other communication facilities permitted in accordance with Section 4.3 below. 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 Associations 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 each Local Association:

- 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 all Members as defined in Section 4.5 above, the twelve (12) elected Directors representing the Local Associations 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 Directors from each Local Association 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 Initial Board of Directors

Upon implementation of this Agreement, the Parties shall appoint a twelve (12) member initial board of directors of the Association (the "Initial Board"), comprised of four (4) Directors nominated by each of the Parties, 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 Initial Board shall have served on the board of directors of a Local Association 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 Initial Board of Directors may also, at its discretion, appoint additional non-voting Directors, Officers and/or Convenors 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 twelve (12) directors who shall be elected by the Local Associations from within their Local Association board of directors. Should the Board subsequently appoint any additional Directors, such Directors will be non-voting Directors.

5.4 The Local Associations shall each be entitled to nominate and appoint four (4) Directors to the Board from their local board of directors (for a total of twelve (12) Directors) and all Members shall be entitled to remove and replace their respective nominees from time to time as provided in Section 5.6.

5.5 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.

5.6 Removal and Replacement of Nominees

Any 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.

- 5.7** 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 two (2) 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.
- 5.8** 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 will stand together for election concurrently, with two Directors being elected by their respective Local Association for a term of two (2) years, and another two Directors being elected by the respective Local Association for a term of (1) year each. Following the first set of elections of Directors, and once an appropriate rotation has been established, the applicable term for all Directors will be two (2) years.
- 5.9** 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 February 1st of the year in which they were appointed.
- 5.10** In the normal course, the Executive Committee shall hold office for a two (2) year term, with Officers of "Slate A" being elected in odd number years, and Officers of "Slate B" being elected in even number years. However, in the first year following implementation of this Agreement, all Officers 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" being 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 Officers will be two (2) years.
- 5.11** The applicable "Slates" for the rotating election of Directors shall be as follows:

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

Risk Management Director and Head Trainer	
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5.12 In the event an elected officer of the Association is removed as a Director of the Association, they shall therewith be removed from their office and the Directors of the Association shall appoint a replacement Director to serve the remaining term of the vacated office.

5.13 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.

5.14 President

On even years, the Association shall elect a President who shall be responsible for chairing meetings of the Association's Board.

5.15 First Vice President (Director of Representative Hockey Operations)

The Director of Representative Hockey Operations shall chair a 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.

5.16 Second Vice President (Local League Hockey Liaison)

The Local League Hockey Liaison shall chair a Local League Hockey Committee. The purpose of this committee will be to facilitate cooperation between Local League Organizations, and to standardize the overall structure of the local programs as between the Local Associations where desirable, in order to provide a consistent quality hockey experience for all Local League players.

5.17 By virtue of sitting on the Norfolk County Minor Hockey Association Board, the Local League Hockey Liaison 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. The Local League Hockey Liaison shall continue to represent his/her Local League Organization separately as Local Association Board Director.

5.18 Board Secretary / Director of Fundraising & Special Events

The Board shall appoint a Secretary of the Association, who shall also serve as Director of Fundraising and Special Events for the Association, and also Chair the Equipment Committee. The Board may separate such role into multiple positions if it deems it so necessary and appropriate, as approved by a majority of the Board.

5.19 Tournament Directors (Tournament Committee)

The Tournament Director shall chair a Norfolk County Minor Hockey Tournament Committee, and be responsible for planning and administering tournaments during the season for the Representative Team hockey program.

5.20 Technical Director / Head Coaches Director (Joint Skill Development Committee)

The Technical Director/Head Coaches Director shall chair a Norfolk County 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 Organization.

5.21 Past President (Ex-Officio Board Member)

The immediate Past President of Norfolk County 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.

5.22 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 Norfolk County 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.

5.23 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 programs on all OMHA related matters, including acting as a delegate, communicating OMHA related information to the organization, and managing all OMHA 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.

5.24 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.

5.25 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.

5.26 Equipment Managers

Without limiting the generality of Section 5.25, each Local League Organization 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 Board Secretary shall chair an Equipment Committee, responsible for coordinating equipment and uniform purchases on behalf of all Representative and Local League teams.

5.27 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.

5.28 The hiring and termination of all Association staff must be approved by the Norfolk County 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 a Director, 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 all Members described in Section 4.5 above, 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 in January each year.
- 7.2** Local League Members of each 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 Norfolk County 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** For the purposes of any votes required during a Membership Meeting of the Norfolk County Minor Hockey Association, the four (4) elected Directors representing each Local Association 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.
- 7.4** Separate break-out meetings for the Local League Members of each Local Association 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 Norfolk County 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 Norfolk County Minor Hockey, including any incidental and Rep related team fees, so as to provide consistency and equality of opportunity for all players affiliating from all organizations. The Parties agree that for the purposes of standardizing fee structures and to ensure equal opportunity to all players within Norfolk County, it will be necessary to harmonize the programs offered by the Local Associations 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 Norfolk County Minor Hockey, and any fees associated with Local League players being allocated on a per capita basis between the Local Associations.

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, the Local Associations agree to contribute \$10,000 each to Norfolk County Minor Hockey in preliminary start-up capital (for a total of \$30,000). Thereafter, it is the expectation of the Parties that Norfolk County 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 Norfolk County 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 the Local Associations 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 the Local Associations 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) 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** Norfolk County Minor Hockey shall maintain a single consolidated territory for the purposes of OMHA Representative Team hockey territorial rights, encompassing the previous combined territories of the Local Associations, as recognized and/or amended by the OMHA from time to time.
- 11.2** This Agreement shall be conditional upon the Parties securing acceptable territory arrangements with surrounding associations and leagues, if required, 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(s) 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(s) 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 Norfolk County Minor Hockey, which shall be unique and distinct from the current branding used by the Local Associations.

**ARTICLE 14
AAA AFFILIATION**

- 14.1** Unless otherwise altered or amended by the Board and the OMHA, Norfolk County Minor Hockey players shall have the right to affiliate to 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 Norfolk County 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 Norfolk County Minor Hockey and any subsequent AAA opportunities shall reside with the newly selected AAA affiliate of Norfolk County Minor Hockey.

ARTICLE 15

DEVELOPMENT OF COMMON POLICIES AND PROCEDURES

- 15.1** Key Policies and procedures fundamental to the successful management of a jointly administered Representative Team hockey program include coaching selection and management of the tryout process, especially in relation to the need for those Policies to ensure fair treatment and equal opportunity to all program participants across Norfolk County. 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 Norfolk County 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 all Local Associations.

16.2 Compliance with Agreement

As the founding members of Norfolk County 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

HEAD OFFICE

- 18.1** The head office of the Association, until otherwise determined by the Board, shall be at located at 10 Talbot St. N., Simcoe, Ontario.

ARTICLE 19

CONDITIONS PRECEDENT

- 19.1** 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, if such a special resolution is required by the bylaws of the Local Association; and
 - c. This Agreement, with or without amendment, shall have been approved and adopted by the board of directors of the OMHA.

ARTICLE 20

APPLICATION

20.1 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 21

AMENDMENTS

21.1 This Agreement may, prior to the endorsement of the Letters Patent, be amended by resolution of the board of directors for all 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 22

FURTHER ASSURANCES

22.1 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 23

TERMINATION

23.1 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.

23.2 Departure Prior to Second Anniversary

At any time prior to the second (2nd) anniversary to this Agreement's implementation, any Party may serve the others with notice of departure, with at least six (6) month's prior notice of departure being required. The Agreement will continue to be binding upon the remaining Parties, unless such parties agree to terminate the Agreement. Upon such departure from the Agreement of a Party, the initial capital contribution to the Association by such Party shall be returned to their Local Association. Thereafter, the Party shall return to their prior status and borders as they were immediately prior to entering into this Agreement in which the Parties ran independent Representative Team and Local League hockey programs. The borders and affiliations of Norfolk Minor Hockey will be adjusted accordingly.

23.3 Departure Subsequent to Second Anniversary

At any time following the second (2nd) anniversary to this Agreement's implementation, any Party may serve the others with notice of departure, with at least six (6) month's prior notice of departure being required. Upon departure from this Agreement, the departing 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.

23.4 Termination Prior to Second Anniversary

At any time prior to the second (2nd) anniversary to this Agreement's implementation, the Agreement shall be terminated if the second-to-last participating Party serves the other with a 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 capital contribution made by each Party, 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 this Agreement in which the Parties ran independent Representative Team and Local League hockey programs.

23.5 Termination Subsequent to Second Anniversary

At any time subsequent to the second (2nd) anniversary to this Agreement's implementation, the Agreement shall be terminated if the second-last remaining participating Party 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.

23.6 Alternative Termination Agreement

Notwithstanding Sections 23.4 and 23.5, should the Parties mutually agree to terminate the Agreement at any time, the parties shall consider the best interests of minor hockey programming in Norfolk County and, should the parties find an alternative termination arrangement which best serves such interests, the Parties may so agree and terminate the Agreement in such fashion.

ARTICLE 24

GENERAL

24.1 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.

24.2 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.

24.3 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.

24.4 Independent Legal Advice

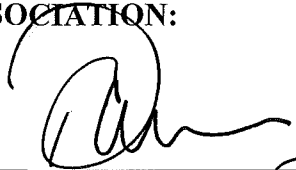
The Parties acknowledge that they have entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The Parties acknowledge that they have been afforded the opportunity to obtain independent legal advice and confirm by the execution of this Agreement 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.

24.5 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.

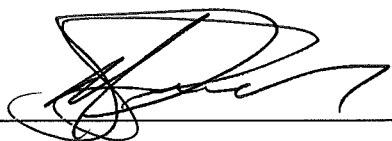
IN WITNESS OF WHICH the Parties have duly executed this Agreement.

PORT DOVER MINOR HOCKEY ASSOCIATION:



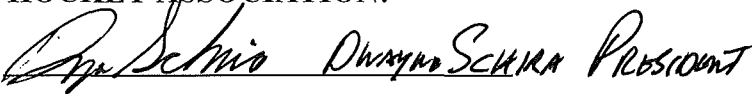
PAT MEAHAN PRESIDENT
23 NOV 2018
Chad Simmons Executive Member


SIMCOE & DISTRICT MINOR HOCKEY ASSOCIATION:



Martin Jefferson, President.
Nov 23, 2018

WATERFORD & DISTRICT MINOR HOCKEY ASSOCIATION:



DWAYNE SCHIRA PRESIDENT.
 - *PRE-NOVICE CONVENER DOUG DWYER*

SCHEDULE "A"
MATTERS UNDER THE EXCLUSIVE JURISDICTION OF
NORFOLK COUNTY 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 Norfolk County 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, SCMHL, 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, 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 the Representative Hockey operations of all Parties.
10. Administration of a centrally managed equipment and uniform purchasing function on behalf of Representative Hockey operations.
11. Responsibility for negotiating and securing favorable municipal ice contracts on behalf of the Representative and Local League Hockey operations of all 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 at the Representative Hockey level.
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 ISCLL Local League matters, including the right to appoint a separate Local League delegate to ISCLL 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

In order to achieve a basic level of consistency between the Local League 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 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 Norfolk County 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 Norfolk County, 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 all Centres, to help ensure that all players within Norfolk County 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

NORFOLK COUNTY MINOR HOCKEY ASSOCIATION BOUNDRIES

Port Dover Minor Hockey, Simcoe Minor Hockey and Waterford Minor Hockey, as well as surroundings OMHA centres, operate pursuant to the OMHA's "8 km Rule".

To maintain consistency with current practice and member expectations, the Norfolk County Minor Hockey Association will continue to abide by the "8 km Rule" to determine member eligibility.

SCHEDULE "F"

CENTRE POINT(S)

The Norfolk County Minor Hockey Association designates three Centre Points, being the Centre Points of the Port Dover Minor Hockey Association, the Simcoe & District Minor Hockey Association and the Waterford & District Minor Hockey Association, as follows:

Port Dover Minor Hockey Association

420 Main St., Port Dover, Ontario N0A 1N0 (Post Office)

Simcoe & District Minor Hockey Association

124 Norfolk St. N., Simcoe, Ontario N3Y 3N8 (Post Office)

Waterford & District Minor Hockey Association

58 Main St. S., Waterford, Ontario N0E 1Y0 (Post Office)

SCHEDULE "H"

BASIC PRINCIPLES REGARDING ALIGNMENT OF COACHING SELECTION AND TRYOUT POLICIES

The Association's Board will have ultimate authority in terms of developing harmonized policies regarding both Representative Team Tryouts, as well as the Coaching Selection Process for Norfolk County Minor Hockey, but the Parties agreed that such process will have regard to the following basic principles:

Basic Principles Regarding Future Representative Team Tryout Policy:

- Norfolk Minor Hockey will establish a Tryout Committee to be chaired by the Director of Rep Hockey Operations of the Association. Additional members of the Tryout Committee will include appointed Directors representing each Local Association.
- The Tryout Committee will be responsible for drafting a comprehensive policy to manage the Tryout Process which shall be submitted to the Norfolk Minor Hockey 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.
- Norfolk Minor Hockey will publish the applicable tryout schedules well in advance through different media channels.
- All players wanting to try out for a Norfolk Minor Hockey Rep team must register with Norfolk Minor Hockey prior to participating in the tryouts.
- Norfolk Minor Hockey 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 Norfolk Minor Hockey, 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.
- The Board shall have discretion over the classification of all Alternative Entry (AE) teams. As such, such teams may play as AE, B Centre, Centre, etc teams as recommended by the Board and as approved by the OMHA.
- 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 Norfolk Minor Hockey 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 Norfolk Minor Hockey territory; or
 - c) The player was cut from a Junior, AAA or AA team and resides within Norfolk Minor Hockey 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 Norfolk Minor Hockey player count
 - A major team cannot form under the OMHA requirements
 - Top three means an exceptional player
 - Norfolk Minor Hockey reserved the right to make the final decisions on all player movements
 - Novice through to Juvenile must take a minimum of 14 Skaters and 2 goalies. Any deviation to these numbers must be approved by the Norfolk Minor Hockey.
 - The Tryout Committee of the Board shall appoint an 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 Norfolk Minor Hockey 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 Norfolk Minor Hockey which may include:
 - Parent Contributions
 - Sponsorship
 - Fundraising
 - Equipment & Uniforms
 - Extra Ice time
 - Extra Development costs

Basic Principles Regarding Future Coach Selection Policy:

- Norfolk Minor Hockey will establish a Coaching Selection Committee to be chaired by the Director of Rep Hockey Operations of the Association. Additional members of the Coaching Selection Committee will include appointed Directors representing each Local Association. 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 each Local Association.
- The Coaching Selection Committee will be responsible for drafting a comprehensive policy to manage the Coaching Selection Process which shall be submitted to the Norfolk Minor Hockey Board for approval.
- Underlying goals for the Norfolk Minor Hockey 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 Norfolk Minor Hockey Board to promote an integrated skill development program
 6. Make best efforts to ensure that each Team's Coaching Staff has balanced representation from multiple Local Association 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 Norfolk Minor Hockey 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 Norfolk Minor Hockey and OMHA Code of Ethics, and willingness to follow strategic advice and direction from the Norfolk Minor Hockey 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 Norfolk Minor Hockey Board.