



**MEMORANDUM OF AGREEMENT
REGARDING THE CREATION OF
Orillia-Oro MINOR HOCKEY ASSOCIATION
To Jointly Administer a Rep Hockey Program**

December 30, 2024

BETWEEN:

**The Orillia Minor Hockey Association
ONTARIO CORPORATION NUMBER 206508**

“Orillia Minor Hockey”,

AND

**Oro Minor Hockey Association
ONTARIO CORPORATION NUMBER 497786**

“Oro 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 thereof, from time to time;
- (b) "**Agreement**" means this agreement and all schedules hereto, and "hereof", "hereto" and "hereunder" and similar expressions mean and refer to this Agreement and not to any particular article or section; "Article" or "Section" means and refers to the specified article or section of this Agreement;
- (c) "**Annual Meeting**" means the annual meeting of the Association;
- (d) "**Articles**" means any instrument that incorporates the Association or modifies its incorporating instrument from time to time, including articles of incorporation, restated articles of incorporation, articles of amendment, articles of amalgamation, articles of arrangement, articles of continuance, articles of dissolution, articles of reorganization, articles of revival, or special act;
- (e) "**Association**" or "**OOMHA**" means Orillia-Oro Minor Hockey Association (or such other name as the Association may in the future legally adopt) to be created in accordance with this Agreement;
- (f) "**Board**" means the board of directors of the Association;
- (g) "**Business Day**" means a day other than a Saturday, Sunday or any day on which the principal commercial banks in the province of 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 "**Orillia By-laws**", and the "**Oro By-laws**" refers to the general corporate by-laws of Orillia Minor Hockey and Oro 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 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) "**GBTLL**" means the Georgian Bay Triangle Local League (or such other name as the GBTLL may in the future legally adopt);
- (m) "**GBMHL**" means the Georgian Bay Minor Hockey League (or such other name as the Orillia Oro MOA

GBMHL may in the future legally adopt);

- (n) “**HC**” means Hockey Canada (or such other name as the Hockey Canada may in the future legally adopt);
- (o) “**House League**” means a group of teams from a minor hockey association which compete regularly in a recreational league;
- (p) “**Letters Patent**” means the letters patent of Orillia Minor Hockey and/or Oro Minor Hockey, as may have been amended by supplementary letters patent or as may be amended by 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;
- (r) “**Local League and House League Organizations**” means the Local League and House League focussed minor hockey organizations of Orillia Minor Hockey and Oro Minor Hockey;
- (s) “**Local League and House League Members**” shall mean the individual members of each of the Local League and House League Organizations, as defined under the Orillia By-laws and Oro By-laws;
- (t) “**Members**” means all classes of membership of the Association, and “**Member**” means any one of them;
- (s) “**Members' Meeting**” means the Association's Annual Meeting or a Special Meeting, as applicable in the circumstances;
- (t) “**Non-voting Members**” means a class of non-voting Members of the Association, as may be set out in the Articles and By-laws;
- (u) “**Officers**” means the individuals who hold the offices of the Association duly appointed by the Board as set out in the By-laws;
- (v) “**OHF**” means the Ontario Hockey Federation (or such other name as the OHF may in the future legally adopt);
- (w) “**OMHA**” means the Ontario Minor Hockey Association Inc. (or such other name as the OMHA may in the future legally adopt);
- (x) “**Orillia Minor Hockey**” means The Orillia Minor Hockey Association incorporated by Letters Patent, under the Predecessor Act, as a not-for-profit corporation on October 20, 1967, and identified as Ontario corporation number 206508;
- (y) “**Oro Minor Hockey**” means Oro Minor Hockey Association incorporated by Letters Patent, under the Predecessor Act, as a not-for-profit corporation on February 16, 1982, and identified as Ontario corporation number 497786;
- (z) “**Parties**” means Orillia Minor Hockey and Oro Minor Hockey, and “**Party**” means either one of

Orillia Oro MOA

them;

- (aa) **"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;
- (bb) **"Predecessor Act"** means the *Corporations Act* R.S.O. 1990, Chapter 38, and any statute amending or enacted in substitution therefor, from time to time;
- (cc) **"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;
- (dd) **"Special Meeting"** means any Members' Meeting other than an Annual Meeting;
- (ee) **"Special Resolution"** means a resolution approved by not less than 2/3rds of the votes cast at a Members' Meeting or Board meeting, as the context requires;
- (ff) **"Voting Members"** means a class of voting Members of the Association, as may be set out in the Articles and By-laws; and
- (gg) **"YSMHL"** means the York Simcoe Minor Hockey League (or such other name as the YSMHL may in the future legally adopt).

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

WHEREAS:

- A.** Orillia Minor Hockey and Oro Minor Hockey are not-for-profit corporations incorporated under the Predecessor Act which are similarly involved in the operation of minor hockey teams for the benefit of children in the communities of Orillia and Oro, Ontario;
- B.** The Parties are accredited members of the OMHA, operating both recreational Local League and House League teams within the GBMHL, as well as competitive Representative teams within the YSMHL;
- C.** The Parties wish to create a new jointly administered hybrid minor hockey association, which shall be named the **"Orillia-Oro Minor Hockey Association"**, for the purpose of administering a jointly operated Representative team hockey program 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 Orillia and Oro, 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

Orillia Oro MOA

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 Orillia By-laws and Oro 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 Orillia Oro Minor Hockey Association

- (a) The Parties agree to incorporate a new not-for-profit corporation pursuant to the Act, which shall be named the **ORILLIA ORO MINOR HOCKEY ASSOCIATION**.
- (b) OOMHA 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 OOMHA shall be to undertake the operation of a jointly administered Representative Team hockey program to which eligible players from Orillia Minor Hockey and Oro Minor Hockey will have affiliation rights.
- (d) Orillia Minor Hockey and Oro Minor Hockey hereby agree to surrender all of their existing OMHA rights to Representative Teams, and to transfer such rights to OOMHA, which shall operate a consolidated Representative Team hockey program on behalf of the Parties and their respective members.
- (e) Orillia Minor Hockey and Oro Minor Hockey shall continue to operate their own recreational Local League and House League programs, as applicable, on behalf of their respective Local League and House League Members, consisting of community specific teams playing out of their hometown arenas and local communities. As the Local League and House League Organizations, Orillia Minor Hockey and Oro Minor Hockey will continue to be responsible for the administration and affairs of their Local League and House 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 OOMHA to be managed jointly on behalf of the Parties.

1.2 OOMHA to be Jointly Operated and Administered

- (a) OOMHA shall be jointly operated and administered by the Parties, namely Orillia Minor Hockey and Oro Minor Hockey.
- (b) In order to facilitate this spirit of partnership, the applicable Articles and By-laws shall provide Orillia Oro MOA

for a single class of Voting Members, whereby, upon the incorporation of the Association, Orillia Minor Hockey and Oro Minor Hockey will be the exclusive Voting Members of OOMHA, with each Voting Member having the ability to appoint an equal number of representatives to the Board.

- (c) The Association will also provide for a class of Non-Voting Members, whereby, upon the incorporation of the Association, will be comprised exclusively of the Directors of the Association, who are not also Delegates, and all Local League and House League Members. The Association may also establish a third non-voting class comprised of any Honorary Lifetime Members, as further described in the Articles and By-laws.
- (d) No person shall be permitted to be a Director of the Association unless he or she is also a member of one of the Local League and House League Organizations. 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.
- (e) The Parties have negotiated mutually agreeable By-laws for OOMHA, a copy of which is attached hereto as Schedule "C", and shall facilitate any necessary amendments to the existing Orillia By-laws and Oro By-laws as may be required to achieve consistency with the terms and conditions of this Agreement.
- (f) Conditional upon the terms of this Agreement, including the associated By-laws, being approved by both the OMHA and the Local League and House League Members of each of the Parties, Orillia Minor Hockey and Oro Minor Hockey shall have an additional twelve (12) months after the first Annual Meeting in which to amend the Orillia By-laws and Oro By-laws, respectively, to reflect the terms and conditions of and be compliant with this Agreement.

ARTICLE 2 MEMBERSHIP IN THE ASSOCIATION

2.1 Three Classes of Membership in the Association

- (a) The Association's By-laws shall provide for three (3) classes of membership in the Association, the Voting Members, the Non-voting Members, and the Honorary Lifetime Members, with Orillia Minor Hockey and Oro 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. The Non-voting Members and Honorary Lifetime Members shall have no voting rights as Members of the Association. No additional Voting Members shall be permitted to join the Association without the prior consent of both Parties.
- (b) Notwithstanding Section 2.1(a), the By-laws shall establish whether or not single or multiple Delegates shall represent each Voting Member at Members' Meetings, provided that each Voting Member shall be afforded an equal number of Delegates at all times.

2.2 Ongoing Membership of Individuals in the Local League and House League Organizations

- (a) The Local League and House League Members shall continue to be members of Orillia Minor Hockey or Oro Minor Hockey, as applicable, in accordance with the Orillia By-laws and Oro

Orillia Oro MOA

By-laws, respectively.

- (b) The Parties agree to operate a consistent registration process for all players at the Representative Team, Local League and House League hockey levels, which shall allow all eligible Representative Team hockey players to have their applicable Centre and territorial rights assigned to OOMHA for all OMHA, OHF and HC purposes.
- (c) Notwithstanding paragraph 2.2(b) above, for the purposes of administering the internal Local Leagues and House Leagues, and the Local League and House League Members' rights within the recognized boundaries of OOMHA, the Local League and House League Members will be internally allocated by the Parties, between the Orillia Minor Hockey and Oro Minor Hockey on the basis of which Local League and House League Organization a player registers with to play. For Representative Team hockey players within the OOMHA territory, their Local League and House League Members rights with the respective Local League and House League Organization will be determined using the player's residential address within such territory, and 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 and House League Members between Orillia Minor Hockey and Oro Minor Hockey using the process described above. Local League and House League Members of both Parties shall have the ability to exercise their Local League and House League Members rights within their respective Local League and House 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 and House League Organizations, and indirectly to the OOMHA Board.

ARTICLE 3 AUTHORITY OF THE ASSOCIATION

3.1 Powers and Jurisdiction

- (a) Except as otherwise limited by the terms of this Agreement and the By-laws, OOMHA 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, Orillia Minor Hockey and Oro Minor Hockey agree to transfer exclusive jurisdiction over operational issues associated with the administration of a shared Representative Team hockey program to OOMHA, 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 OOMHA are set out in **Schedule "A"**, attached hereto.
- (d) Those issues remaining within the jurisdiction of Orillia Minor Hockey and Oro Minor Hockey
Orillia Oro MOA

to be managed at the Local League and House League level are set out in **Schedule “B”**, attached hereto.

- (e) For greater clarity, Orillia Minor Hockey and Oro Minor Hockey agree to be exclusively governed and bound by those decisions of the jointly administered OOMHA Board on all issues set out in **Schedule “A”**.
- (f) Conversely, OOMHA shall respect those decisions made by Orillia Minor Hockey and Oro Minor Hockey on matters of a strictly local nature, as set out in **Schedule “B”**.

ARTICLE 4 STRUCTURE OF THE BOARD

4.1 Interim Board of Directors

- (a) Upon the incorporation of OOMHA in accordance with this Agreement and the enactment of the By-laws, the Parties shall elect a six (6) member interim Board of the Association (the **“Interim Board”**), comprised of three (3) Directors nominated and elected by each of the Parties, to serve on the Board until the first Annual Meeting of OOMHA, which meeting is expected to be scheduled to occur between May 15, 2025 and June 15, 2025, 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 transition period, the Parties will elect or appoint, as the case may be, Directors to the Association’s Board in accordance with the terms of this Agreement and the Association’s By-laws. To the extent possible, the members of the Interim Board shall have served on the boards of directors of either Orillia Minor Hockey and Oro Minor Hockey during the negotiation of this Agreement, in order to ensure adequate knowledge and familiarity with this Agreement and the negotiated intent of the Parties.
- (b) The Interim Board may also, at its discretion, appoint additional non-voting Directors, Officers and/or convenors, or hire administrative staff as necessary during the transition period, to assist in the implementation of this Agreement.

4.2 Permanent Board of Directors

- (a) 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 (**Schedule “C”**).
- (b) Subject to the Interim Board, the Association shall have a Board consisting of sixteen (16) Directors, all of whom shall be elected from among the directors on the boards of Orillia Minor Hockey and Oro Minor Hockey and the Directors shall possess full voting rights on the Board.
- (c) Both Orillia Minor Hockey and Oro Minor Hockey shall each be entitled to nominate and elect or appoint, as the case may be, six (6) Directors to the Board (for a total of 12 Directors in possession of voting rights) and each Voting Member shall be entitled to remove and replace their respective nominees from time to time as provided in Section 4.3.
- (d) The Local League and House League Organizations shall elect their own local directors from amongst their Local League and House League Members in accordance with the by-laws of

Orillia Oro MOA

each Local League and House League Organization. In turn, the Directors of the Association shall be nominated by the boards of Orillia Minor Hockey and Oro Minor Hockey from amongst the directors on the boards of Orillia Minor Hockey and Oro Minor Hockey who have been elected by their respective Local League and House League Members, who will then be elected or appointed by the Delegates representing the Local League and House League Organization who nominated them, all as more particularly set out and described in the By-laws. Notwithstanding the foregoing, in the event there are an insufficient number of directors on the board of a Local League and House League Organization that are able and willing to serve as Directors on the OOMHA Board, the affected Local League and House League Organization may nominate and elect an individual from amongst its Local League and House League Members to be a Director on the OOMHA Board.

- (e) Subject to the number of Directors to be elected or appointed to the Board by each of the Voting Members of the Association, as set out in this Article 4, the By-laws may provide that specific director positions on the boards of Orillia Minor Hockey and Oro Minor Hockey elected by the Local League and House League Members shall automatically be nominated and elected to be a Director on the jointly administered OOMHA Board by virtue of such position.

4.3 Removal and Replacement of Nominees

- (a) Either Party entitled to nominate and appoint or elect a Director shall be entitled to remove any such person as a Director in accordance with the terms of the 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 the appointment of 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.

4.4 Term of Directors

- (a) In order to establish a proper rotation of Directors after the Interim Board's term expires, the election of Directors from each Local League and House League Organization shall be staggered on an annual basis, providing for four (3) Directors to be elected from amongst each Local League and House League Organization in even numbered years and with four (3) Directors to be elected from amongst each Local League and House League Organization in odd numbered years, as more particularly set out and described in the By-laws.
- (b) In the normal course, Directors shall hold office for a two (2) year term. At the first Annual Meeting of the Association, all Directors listed on "Slate A" in Section 10.3 of the By-laws will be elected for a term of two (2) years each, and all Directors listed on "Slate B" in Section 10.3 of the By-laws will be elected for a term of one (1) year each. Once an appropriate rotation has been established, the applicable term for all Directors will be two (2) years, as more particularly set out and described in the By-laws.
- (c) While Directors will be elected at the Association's Annual Meeting, each Local League and House League Organization shall have the right and be entitled to nominate and elect an equal number of Directors in accordance with the By-laws.

- (d) The specific duties and responsibilities of the Association's Directors and the authority of the Executive Committee shall be set out in the Association's By-Laws and rules of operation.

**ARTICLE 5
MEMBERSHIP MEETINGS**

- 5.1 Where practical and efficient to do so, the Annual Meeting of the Association shall be held at least one (1) week after the Local League and House League Members' annual meetings for Orillia Minor Hockey and Oro Minor Hockey.
- 5.2 The Local League and House League Members will be entitled to full disclosure of financial information pertaining to their respective organizations and the OOMHA, and will be entitled to receive notice of, attend and participate in discussions at the Members' Meetings for OOMHA, including questions posed to the Directors, but the Local League and House League Members shall have no voting rights at such Members' Meetings.
- 5.3 For the purposes of any votes required during any Members' Meeting, the twelve (12) elected Directors representing Orillia Minor Hockey and Oro Minor Hockey shall also act as the Delegates representing their respective Local League and House League Organization, and shall each be entitled to cast one (1) vote at any Members' Meeting.

**ARTICLE 6
REGISTRATION & ADDITIONAL REVENUE**

6.1 Standardized Registration

The Parties will establish a standardized registration process for all players within their combined OMHA recognized territory, whose designated Centre for all OMHA and HC Representative Team hockey purposes shall be OOMHA. Players within the OOMHA territory, will register first with the respective Local League and House League Organization which 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. Players selected for a Representative Team will then be transferred to OOMHA.

6.2 Fee Allocation

- (a) Registration, sponsorship and team fees will be allocated internally between the Parties based upon individual player registration and affiliation. All fees collected associated with Representative Team players transferring to OOMHA will be transferred with the player.
- (b) The Parties acknowledge that any allocation of player fees between the Local League, House 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.

6.3 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 7 FINANCIAL ISSUES

7.1 Contribution of Capital

In order to successfully launch the Association's operations, Orillia Minor Hockey and Oro Minor Hockey agree to jointly contribute funds in the amount of \$20,000 each, by way of a loan, to OOMHA in preliminary start-up capital (for a total of \$40,000). Thereafter, it is the expectation of the Parties that OOMHA 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. The aforementioned loans provided to OOMHA will be repaid, on a pro rata basis, in one or more instalments to Orillia Minor Hockey and Oro Minor Hockey, with the expectation that the loans will be repaid in full no later than the completion of the first OOMHA hockey season on or about May 31st 2026.

7.2 Segregated Funds

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

ARTICLE 8 BY-LAWS OF THE ASSOCIATION

8.1 The Parties agree that the By-laws of the Association, to the extent not inconsistent with the terms of this Agreement, 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 OOMHA shall maintain a single consolidated border for the purposes of OMHA Representative Team hockey territorial rights, encompassing the combined territories of Orillia Minor Hockey and Oro Minor Hockey, having an Eastern border of Highway 12 South to Brechin, a Northern border of the Severn River, north of Washago, a Southern border of Highway 93 to the Highway 400 Extension and a Western border of Highway 400 Extension to Coldwater as recognized and/or amended by the OMHA from time to time. (See Map - **Schedule "D"**)

- 9.2 This Agreement shall be conditional upon the Parties securing acceptable border arrangements with surrounding associations and leagues, as sanctioned and approved by the OMHA.
- 9.3 For greater certainty, all applicable territorial and border agreements shall be as set forth in **Schedule “D”** of this Agreement, unless otherwise altered or amended by the Board and 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 Centre Point for the Association shall be as described in **Schedule “E”** of this Agreement.

**ARTICLE 11
TEAM NAME AND COLOURS**

- 11.1 The Parties shall mutually determine a new team name, logo and uniform colours for the OOMHA, which shall be unique and distinct from the current branding used by Orillia Minor Hockey and Oro Minor Hockey.

**ARTICLE 12
AAA AFFILIATION RIGHTS**

- 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 OOMHA will have AAA Affiliation Rights with the North Central Predators AAA Centre.

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

- 13.1 During the negotiations for this Agreement, the Parties had significant discussions regarding the need to align key Policies and procedures fundamental to the successful management of a jointly administered Representative Team hockey program. In particular, all Parties considered policies and procedures regarding coaching selection and management of the tryout process to be key to the future success of OOMHA, especially in relation to the need for those Policies to ensure fair treatment and equal opportunity to all program participants across the OOMHA territory. 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 “F”** will guide the formation of future Policies.

**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 OOMHA 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 Orillia Minor Hockey and Oro Minor Hockey.

14.2 Compliance with Agreement

As the two Voting Members of OOMHA, 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 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 The Directors shall serve without remuneration and shall not directly or indirectly receive any profit from their position, provided that the Directors may be reimbursed for their reasonable expenses incurred by them in the performance of their duties.

15.3 Upon the dissolution of the Association and after satisfying all of the Association's debts and liabilities, any remaining property shall be distributed in accordance with the Articles or, where the Articles are silent on dissolution 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 at located in Orillia, Ontario at the West Orillia Sports Complex, Rotary Place Arena, 100 University Ave., Orillia, ON L3V 6H1.

**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, with or without amendment, shall be approved and adopted by the board of directors of each of the Local League and House League Organizations, 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 of the Local League and House League Organizations at a Members' Meeting called and held in accordance with the Act; and
 - c) This Agreement, with or without amendment, shall have been approved and adopted by the board of directors of the OMHA.

**ARTICLE 18
APPLICATION**

- 18.1** 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 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, in order to create the Association.

**ARTICLE 19
AMENDMENTS**

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

**ARTICLE 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
GENERAL**

21.1 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.

21.2 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.

21.3 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 of the other Parties.

21.4 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 stopped from raising any claim on the basis that they have not obtained such advice.

21.5 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 30th day of December, 2024.

**THE ORILLIA MINOR HOCKEY
ASSOCIATION**

**ORO MINOR HOCKEY
ASSOCIATION**



Stephen Fagan– President



Rod McLeod- President (acting)

**SCHEDULE “A”
MATTERS UNDER THE EXCLUSIVE JURISDICTION OF
ORILLIA ORO MINOR HOCKEY ASSOCIATION**

1. Responsible for the day-to-day management and administration of the Representative hockey teams and programs on behalf of the parties.
2. Selection, appointment and training of all Representative Hockey Coaches and Support Staff.
3. Administration of an individually organization managed equipment, uniform, team wear and fan wear purchasing function on behalf of the Representative Association.
4. 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.
5. Exclusive point of contact and decision maker for the Representative hockey programs operated by the Parties, for all governance related, insurance, program compliance and regulatory issues involving the OMHA, OHF, YSMHL 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. Administration of a Representative Hockey Tryout Process.
7. Operation of an organization administered registration process for eligible players selected to Representative hockey teams to be transferred from their home Local League and House League organization to their Representative team through HC.
8. Implementation of a consistent registration and player fee structure for Representative Hockey operations of the Parties.
9. Management of a separate Representative Hockey treasury and finance function, for all applicable Representative player registration and team related fees.
10. Responsibility for all Risk Management, Safety, OMHA Code of Conduct, Respect in Sport, and Disciplinary matters involving Representative Hockey operations.
11. Responsibility for negotiating ice contracts on behalf of the Association with both Local League and House League Hockey Organizations, as well as responsibility for administering any ice allocation and scheduling functions required by the Parties.
12. Responsible for player Skill Development and Coaching Qualification & Development for all Representative Hockey teams.
13. Responsible for Representative Hockey community matters involving volunteers, sponsors, fundraising and special events.

**SCHEDULE “B”
MATTERS UNDER THE EXCLUSIVE JURISDICTION OF
ORILLIA MINOR HOCKEY AND
ORO MINOR HOCKEY**

1. Responsible for the day-to-day management and administration of their individual Recreational Hockey programs and teams.
2. Selection, appointment and training of all Local League and House League Hockey coaches and support staff of their individual hockey programs and teams.
3. Administration of an individually managed equipment, uniform, team wear and fan wear purchasing function on behalf of their individual Local League and House League Associations.
4. Independent participation in GBMHL and jurisdiction over all Local League and House League matters, including the right to appoint their own separate Local League and House League delegates to GBMHL meetings.
5. Responsible for registering all perspective Representative players from their individual Local League and House Leagues to HCR
6. Implementation of a consistent registration and player fee structure for the individual Local League and House League Hockey operations of the Parties.
7. Management of separate Local League and House League Hockey treasury and finance function, for all applicable Local League and House League player registration and team related fees.
8. Responsibility for all Risk Management, Safety, OMHA Code of Conduct, Respect in Sport, and Disciplinary matters involving their individual organizations for Local League and House League Hockey operations.
9. Responsibility for administering tournaments on behalf of their individual Local League and House League Organizations.
10. Responsible for player Skill Development and Coaching Qualification & Development for their individual Local League and House League Hockey teams.
11. Responsible for their individual Local League and House League Hockey community matters involving volunteers, sponsors, fundraising and special events.
12. Ongoing financial independence regarding the use of their individual Local League and House League owned assets, equipment and segregated monetary reserves not specifically allocated by the Local League and House League Organization for shared use by the Representative Hockey Association.

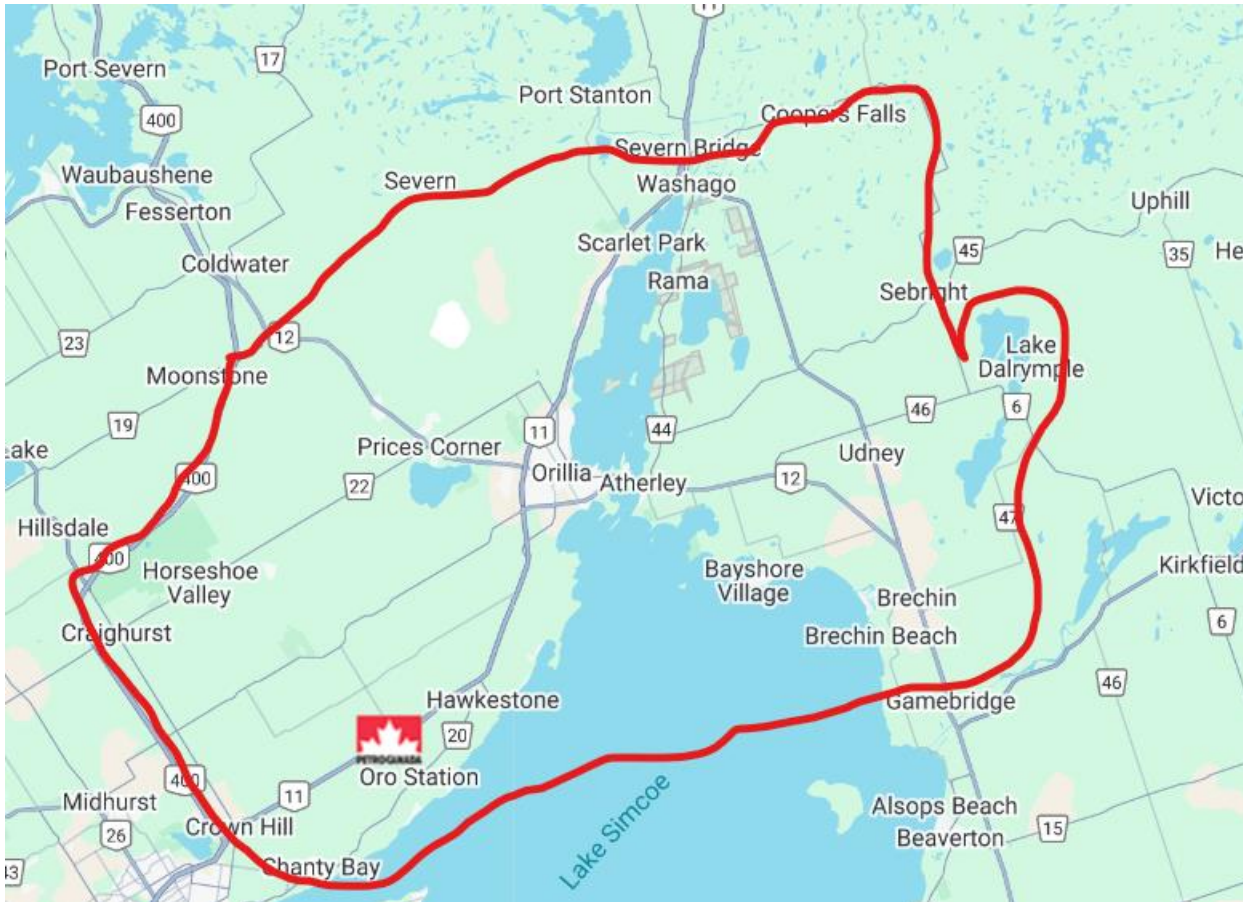
SCHEDULE "C"
BY-LAWS OF THE ASSOCIATION

-see accompanying copy of draft by-laws that exists as a stand-alone document-

SCHEDULE “D”
TERRITORIAL AND BORDER AGREEMENTS
ORILLIA ORO MINOR HOCKEY ASSOCIATION BOUNDRIES

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

For greater certainty see accompanying copies of maps and outlines:



SCHEDULE "E"
CENTRE POINT

The Voting Members have mutually agreed upon an acceptable Centre Point for the Association, as agreed to and sanctioned by the OMHA. Until otherwise altered or amended by the Board and the OMHA, the Centre Point for the Association shall be as follows: Petro Canada Gas Station, 5402 Hwy 11 S, Oro-Medonte, ON L3V 8H2

**SCHEDULE “F”
BASIC PRINCIPLES REGARDING ALIGNMENT OF COACHING SELECTION,
TRYOUT POLICIES AND TEAM SELECTION**

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

Basic Principles

The qualities that should be sought of a Minor Hockey Coach are quite diverse. Individuals who choose to coach must be several things to several people. They must be knowledgeable about hockey, well-organized and good managers of both time and people. They are also expected to be good teachers, good listeners, and must communicate well with parents, players, and other team officials. OOMHA will strive to appoint Coaches who not only have superior hockey skills, but equally important, Coaches who can relate to and inspire our players, teach good sportsmanship, and who are positive ambassadors for the organization as a whole.

Coach Selection Committee

OOMHA will establish a Coaching Selection/Evaluation Committee that shall be responsible for implementing a Representative Coach Selection Process in accordance with the Coaching Selection Policy. The Coaching Selection/Evaluation Committee shall be co-chaired by the Director of Player and Coach Development and the U10-U13 and U14-U18 Convenors and shall include the Vice President – Hockey Operations, and the Vice President – OMHA Delegate. In the first year prior to the permanent Board being elected the Coach Selection Committee will be Chaired by the Presidents of Orillia Minor Hockey and Oro Minor Hockey with the Selection Committee being comprised of 5 independent members of Orillia Minor Hockey (the 4 current Representative Convenors and a 5th appointed person) and 5 independent members of Oro Minor Hockey.

Coaching Selection Timetable

Subject to any necessary modification authorized by the Coach Selection Committee, applicable dates for the Coach Selection Process will be as follows:

Members of the Coach Selection Committee will be determined by January 15, 2025.

Applications for Head Coach positions will be posted electronically on the websites of OOMHA, Orillia Minor Hockey and Oro Minor Hockey beginning January 15, with an application deadline of January 31.

The Coach Selection Committee will conduct preliminary screening interviews with candidates and any necessary second interviews in February and early March.

The Coach Selection Committee will select final candidates to be referred to the OOMHA Board for final approval and ratification following the conclusion of interviews in time for the March OOMHA Board meeting.

OOMHA will attempt to make final decisions and announce coaching decisions by the first week after the completion of playoffs to allow sufficient time for Spring tryouts.

The dates and timelines set out above are estimates only, which may be modified as necessary by the Coach Selection Committee and the Board, depending on the circumstances.

No coaches may be selected while their team is still active in the playoffs.

Coach Selection Policy

The Coach Selection Committee will be responsible for maintaining this Policy and for implementing any related details necessary to manage the Coach Selection Process which shall be submitted to the OOMHA Board for approval.

The underlying goal of the OOMHA Coach Selection Policy will be to:

- Select the best qualified individual to be the Head Coach.
- Encourage Coaches to develop and improve their credentials through Coaching development opportunities.
- Select Coaches willing to support the Hockey Canada Development curriculum and efforts by the OOMHA Board to promote an integrated skill development program.
- Make best efforts to ensure that each Team's Coaching Staff has balanced representation from Orillia Minor Hockey and Oro Minor Hockey members.
- 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 Coach Selection Committee will conduct the interviews with the assistance of an OMHA Coach Evaluator (if possible), who will assist with the interview and assessment of candidates.

In the event that two or more candidates achieve the same score, the position will be awarded at the discretion of the Coach Selection Committee, using a majority secret ballot vote.

Selection criteria may include (without limitation) the following:

Orillia Oro MOA

- Interview
- Draft practice plan
- Parent feedback
- Hockey experience/coaching credentials
- Previous coaching evaluations
- Prior complaints or disciplinary action
- Prior minor hockey involvement

The Coach Selection Committee will select candidates who will then be recommended to the OOMHA Board for ratification and approval.

If no application is received for a particular team or team level the position shall remain vacant until an appointment is made by the Board of Directors.

Conflicts of Interest

Where a member of the Coach Selection Committee or the Board is applying for a Coaching position or otherwise has a family or personal relationship with a potential candidate, they shall be required to declare a Conflict of Interest and remove themselves from that part of the selection process considering candidates for the role being applied for. A substitute Committee person will be selected from the same Association by either Orillia Minor Hockey and Oro Minor Hockey to assist with the evaluation of the role in question.

Board Ratification

Candidates recommended by the Coach Selection Committee must first be ratified by a majority of the OOMHA Board as a condition of being appointed.

In situations where a candidate is recommended by the Coach Selection Committee, but where the OOMHA Board chooses not to approve and ratify the candidate, the candidate may request in writing to appear before the Board for the purposes of discussing the Board's decision.

Coaching Terms and Conditions

A satisfactory Vulnerable Sector Check (VSC) will be required for all Coaches and Bench Staff as per OMHA Regulations.

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 OOMHA and OMHA Code of Ethics, and willingness to follow strategic advice and direction from the OOMHA Board with respect to the overall management of team affairs, including skill and technical development issues.

Day-to-day management of Head Coaches and Bench Staff will be subject to the direction of the OOMHA Coach Administrator and Skill Development Director.

All Coaches and members of Bench Staff are considered to be appointed volunteer positions who serve at the discretion of the OOMHA Board of Directors.

All Coaches and Bench Staff will be responsible for ensuring their team's compliance with the OOMHA and OMHA Code of Conduct, as well as all Association, OMHA, OHF, and Hockey Canada policies and regulations. Responsibility for addressing any violations of applicable policies and procedures will be the responsibility of the Association's Head Trainer/Risk Management/Discipline and Ethics Director, as Chair of the Discipline and Ethics Committee, which may result in disciplinary action, suspensions and/or removal depending on the severity of the offence.

Appointment of Bench Staff

Upon the conclusion of player tryouts, Head Coaches will be eligible to select members of their Bench Staff, including Assistant Coaches, Trainer(s) and Team Manager.

Potential members of Bench Staff are not be included in the tryout process, so as to avoid any perception of favouritism.

OOMHA will encourage Head Coaches to include members of their Bench Staff from Orillia Minor Hockey and Oro Minor Hockey members (where possible).

Prior to formalizing a Bench Staff offer, any Bench Staff members recommended by a Head Coach will be subject to review and approval by the Coaching Selection Committee, with final ratification and approval by a majority of the OOMHA Board.

Removal of Coaches

In addition to removal or suspension on the basis of formal disciplinary grounds, Coaches and members of Bench Staff may be removed at any time and at the sole discretion of the OOMHA Board, pursuant to a Board motion requiring two-thirds (2/3) support of eligible voting members present.

Where a Coach or Team Official is subject to potential removal pursuant to a Board motion, such Coach or Team Official will be entitled to appear before the Board to discuss issues of concern and provide an explanation for their behaviour or conduct prior to such motion being held.

In the event that a Coach is removed from their position, the Coaching Selection Committee shall be authorized to appoint an interim Coach, subject to subsequent ratification by the OOMHA Board.

Team Composition

In order to ensure an equitable and fair selection process for players, OOMHA will employ an independent paid group of Evaluators to assist in the tryout process and select team composition.