

## DELHI-NORWICH-LANGTON (DNL) AMALGAMATION AGREEMENT

THIS AGREEMENT dated as of the \* day of November, 2023,

BETWEEN:

**Delhi and District Minor Hockey Association**, a corporation without share capital originally incorporated under the *Corporations Act* (Ontario), and is now governed by and validly existing under the Ontario *Not-for-Profit Corporations Act, 2010*,

("DDMHA")

- and -

**Norwich Minor Hockey Association**, a corporation without share capital originally incorporated under the *Corporations Act* (Ontario), and is now governed by and validly existing under the Ontario *Not-for-Profit Corporations Act, 2010*,

("NMHA")

- and -

**Langton and Area Minor Hockey Association**, a corporation without share capital originally incorporated under the *Corporations Act* (Ontario), and is now governed by and validly existing under the Ontario *Not-for-Profit Corporations Act, 2010*,

("LAMHA")

For the purposes of this Agreement, DDMHA, NMHA and LAMHA are hereinafter sometimes referred to collectively as the "**Delhi-Norwich-Langton Minor Hockey**" or individually as an "**Delhi-Norwich-Langton Minor Hockey**"

### WHEREAS:

- A. DDMHA, NMHA and LAMHA are corporations governed by, and not in default under, the Ontario *Not-for-Profit Corporations Act, 2010* and have the same or similar purposes;
- B. DDMHA, NMHA and LAMHA are both member associations in good standing with the Ontario Minor Hockey Association Inc. ("**OMHA**");
- C. Each of the Amalgamating Corporations has made full disclosure to the other of all its material assets and liabilities; and
- D. The Amalgamating Corporations, subject to the approval of their respective boards of directors and members acting in accordance with the provisions of the Ontario *Not-for-Profit Corporations Act, 2010*, have agreed to amalgamate upon the terms and conditions hereinafter set out;

**NOW THEREFORE**, for and in consideration of the mutual promises, covenants and agreements set forth herein, the parties hereto agree as follows:

1. **Definitions.** In this Agreement, the following terms shall have the following meanings, respectively:

- (a) “**Act**” means the Ontario *Not-for-Profit Corporations Act, 2010*, and any statute amending or enacted in substitution thereof, from time to time;
- (b) “**Amalgamated Corporation**” means the corporation continuing from the amalgamation of the Amalgamating Corporations;
- (c) “**Amalgamation**” means the amalgamation of the Amalgamating Corporations as contemplated in this Agreement; and
- (d) “**Effective Date**” means the 30th day of April, 2024, or such later date as may be agreed upon by the board of directors of the Amalgamating Corporations, on which the conditions to the Amalgamation, and all steps to implement the Amalgamation as set forth in this Agreement are taken and satisfied, and a certificate of amalgamation has been issued under the Act.

**2. Amalgamation.** The Amalgamating Corporations agree to amalgamate pursuant to the provisions of the Act as of the Effective Date and to continue as one corporation without share capital on the terms and conditions herein described.

**3. Name.** The name of the Amalgamated Corporation shall be “**Delhi-Norwich-Langton Minor Hockey Association**”, or such other name as may be approved by the boards of directors of the Amalgamating Corporations.

**4. Purposes.** The purpose of the Association is to establish and operate a minor hockey association:

- a) To organize, develop and promote interest in amateur minor hockey for the youth within the geographic boundaries that the Association operates;
- b) To provide an opportunity for all eligible individuals to participate in recreational ice hockey, and to provide community-based programs, which will allow a hockey player to participate in an environment for fun, physical exercise and fair play;
- c) To provide for the development of and participation in representative ice hockey, and the opportunity to participate at the highest competitive level for the association;
- d) To maintain strong Local League programs in all three original hockey associations;
- e) To arrange hockey games, tournaments, and provide development for DNLMHA players;
- f) to instill in all players, coaches, managers and members associated with the Association, good sportsmanship and behavior on and off the ice, respect for authority and team play;
- g)

**5. Powers.** For the above-mentioned purposes, and as incidental and ancillary thereto, the Amalgamated Corporation may exercise any of the powers as described by the Act or by any other statutes or laws from time to time applicable, except where such power is contrary to the statutes or common law relating to not-for-profit, non-share capital corporations within the province of Ontario.

**6. Special Provisions.**

- (a) The Amalgamated Corporation shall be carried on without the purpose of gain for its members and any profit or accretions to the Amalgamated Corporation shall be used in promoting its purposes;
- (b) The Amalgamated Corporation’s directors and officers shall serve as such 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; and

- (c) Upon the dissolution of the Amalgamated Corporation and after satisfying all the debts and liabilities, its remaining property shall be distributed or disposed of by the board of directors in accordance with the provisions of the Act.
7. **Head Office.** The head office of the Amalgamated Corporation shall, until otherwise determined in accordance with the Act, be located at Delhi, Ontario.
8. **Supervision of Amalgamated Corporation.** The affairs of the Amalgamated Corporation shall be under the supervision of the board of directors, subject to the provisions of the Act and the Amalgamated Corporation's by-laws.
9. **Board of Directors.**
- (a) **Number:** The board of directors of the Amalgamated Corporation shall, until otherwise changed in accordance with the Act, consist of a minimum of twelve (12) and a maximum of eighteen (18) directors and one past president non-voting Director once available after the inaugural year (ex-officio Director).
- (b) **First Directors:** The first directors comprising the board of directors of the Amalgamated Corporation shall be as follows:

<i>Position</i>	<i>Term</i>
Vice-President (1)	1 year
Secretary	1 year
Equipment Manager	1 year
Ice Convenor (1)	1 year
Local League Convenor-Langton Leafs (1)	1 year
Local League Convenor-Norwich Knighthawks (1)	1 years
Head Trainer/Risk Management	1 years
Director at Large (1)	1 years
Directors at Large (1)	1 years
President	2 years
Vice-President (1)	2 years
Treasurer	2 years
Ice Convenor (1)	2 years
Tournament Convenor	2 years
Rep Convenor	2 years
Local League Convenor-Delhi Rockets (1)	2 years
Fundraising and Sponsorship Director	2 years
Registrar	2 years

(c) Each of the foregoing will be a resident Canadian and the said directors shall hold office until their successors are duly elected or appointed in accordance with the Amalgamated Corporation's articles of amalgamation and its by-laws.

(d) In order to establish a proper rotation of directors, the first nine (9) persons named in the chart under paragraph (b) above shall be elected to hold office for a one (1) year term until the close of first (1<sup>st</sup>) annual meeting of the Amalgamated Corporation, at which they or their successors shall be re-elected or elected, as the case may be, for a two (2) year term in accordance with the provisions contained in the by-laws of the Amalgamated Corporation.

(e) The last five (9) persons named in paragraph (b) above shall be elected to hold office as directors for a two (2) year term until the close of the second (2<sup>nd</sup>) annual meeting of the Amalgamated Corporation, at which they or their successors shall be re-elected or elected, as the case may be, for a two (2) year term in accordance with the provisions contained in the by-laws of the Amalgamated Corporation.

(f) Once an appropriate rotation of directors has been established under 9(c) and 9(d) above, all directors will be elected to serve for a two (2) year term, in accordance with the provisions set out in the Amalgamated Corporation's by-laws.

**10. Members.** The membership of all members of both DDMHA, NMHA and LAMHA shall terminate as of the Effective Date and automatically be converted into memberships in the Amalgamated Corporation, together with any other persons who may be admitted as members pursuant to the by-laws of the Amalgamated Corporation, subject to the following membership provisions to be set out in the Amalgamated Corporation's articles of amalgamation or by-laws, as required by the Act:

(a) Classes of Membership: There shall be three (3) classes of members of the Association, namely:

- (i) Parent or guardian member
- (ii) Active member
- (iii) Non-voting member;

**Parent or Guardian Membership:**

Parent or Guardian members shall include all parents and or legal guardians of registered players in good standing where the registered player is under the age of eighteen (18) years. Each Parent/Guardian member of a registered player shall be entitled to vote one vote per registered household, and may attend membership meetings and, by invitation, meetings of the Board and Committees of the Association.

**Active Membership:**

Active members shall include all registered players eighteen (18) years of age or older. Each Active member shall be entitled to vote and may attend membership meetings and, by invitation, meetings of the Board and Committees of the Association. Active members also include; all Directors, convenors, coaches, managers, trainers appointed for the current season.

**Non-voting Members:** The non-voting members of the Association shall consist of any individual who has rendered extraordinary and distinguished service to the Association who has been granted an honorary lifetime membership in the Association in accordance with the by-laws. All members in this class shall have no voting rights.

### **One Person – One Class of Membership:**

While a member may be qualified for more than one (1) class of membership, no person may hold more than (1) class of membership at any meeting. It is therefore mandatory that each Member shall declare himself/herself prior to the start of any meeting of the Membership and advise the Chairperson of the Membership class he/she wishes to represent. Once the meeting is called to order, the Member must remain in that class of Membership and may not change to another category or class of Membership.

- 11. Assets and Liabilities.** Upon the issuance of a certificate of amalgamation for the Amalgamated Corporation,
  - (a) The Amalgamating Corporations shall contribute to the Amalgamated Corporation all their respective property and assets, subject to all their respective liabilities;
  - (b) The Amalgamated Corporation shall possess all the property, rights, privileges, and franchises and be subject to all liabilities, including civil, criminal, and quasi-criminal, and all contracts, disabilities, and debts of each of the Amalgamating Corporations;
  - (c) A conviction against, or ruling, order or judgment in favour or against an Amalgamating Corporation may be enforced by or against the Amalgamated Corporation;
  - (d) The articles of amalgamation are deemed to be the articles of incorporation of the Amalgamated Corporation and is deemed to be the certificate of incorporation of the Amalgamated Corporation; and
  - (e) The Amalgamated Corporation is deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamating Corporation before the amalgamation becomes effective.
- 12. Trust Funds.** On the Effective Date, all gifts, trusts, bequests, pledges, devises and grants of real or personal property or of the income or proceeds thereof, heretofore expressed by a person in a deed, will bequest or other document, to be made, given or conveyed to DDMHA, NMHA or LAMHA, or to any person in trust for or for the benefit of the foregoing, shall, insofar as the same shall not have vested in possession or been carried into effect on the date this Amalgamation comes into force, shall, subject to any applicable law and if practicable, be applied by the Amalgamated Corporation for the exclusive use and benefit for the purpose of which such funds were so designated. Any funds not so designated shall be allocated by the Amalgamated Corporation in accordance to the directions of its board of directors.
- 13. Accounts.** In the Inaugural year DDMHA and NMHA will contribute \$75,000 to the DNLMHA operations account used for daily transactions of the association, and LAMHA will contribute the entirety of their assets to the DNLMHA operations account. The remainder of the assets from DDMHA will be put in an account entitled “Delhi” and will remain untouched until a Delhi initiative or assistance program is determined. The remainder of the assets from NMHA will be put into an account entitled “Norwich” and will remain untouched until a Norwich initiative or assistance program is determined.
- 14. By-laws.** The Amalgamating Corporations hereby agree that the general by-law of the Amalgamated Corporation shall, to the extent not inconsistent with this Agreement, be the proposed form of by-law attached hereto as Schedule “A”, until otherwise repealed, amended, or altered.
- 15. Boundaries and Centre Point.** The Amalgamating Corporations hereby agree that the boundaries and centre point of the Amalgamated Corporation shall be as set forth in Schedule “B” attached hereto until otherwise amended or altered.
- 16. Actions.** No action or proceeding by or against any of the Amalgamating Corporations shall abate or be affected by the Amalgamation.

- 16. Conditions Precedent to Amalgamation.** Notwithstanding anything to the contrary contained herein, the respective obligations of the Amalgamating Corporations to complete the transactions contemplated by this Agreement, the Amalgamation shall be subject to the satisfaction of the following conditions:
- (a) this Agreement, with or without amendment, shall have been approved and adopted by the board of directors of each of the Amalgamating Corporations, at a meeting of directors called and held in accordance with the Act;
  - (b) this Agreement shall have been approved by the board of directors of the OMHA; and
  - (c) this Agreement, with or without amendment, shall have been approved and adopted by special resolution of the members of each of the Amalgamating Corporations at a meeting of members called and held in accordance with the Act.
- 17. Application.** Upon the directors and members of each of the Amalgamating Corporations approving and adopting this Agreement in accordance with the Act, at meetings thereof called for the purpose of considering this Agreement, such fact shall be certified upon the Agreement by the Secretary of each of the parties hereto under their respective corporate seals and the parties hereto by their joint application shall, on the day as may be agreed upon by the board of directors of the Amalgamating Corporations, apply to the appropriate authorities in the Province of Ontario for a certificate of amalgamation to give effect to the Amalgamation.
- 18. Amendments.** This Agreement may, prior to the endorsement of articles of amalgamation, be amended by resolution of the board of directors of each of the Amalgamating Corporations without further approval of the members of each of the Amalgamating Corporations.
- 19. Termination.** This Agreement may, prior to the endorsement of articles of amalgamation, be terminated by resolution of the board of directors of either of the Amalgamating Corporations notwithstanding the approval of this Agreement by the members of both the Amalgamating Corporations.
- 20. Further Assurances.** 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 or appropriate to give effect to the provisions and intent of this Agreement.
- 21. Counterparts/Electronic Signatures.** 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, email or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.
- 22. Dissolution of Amalgamation.** In the event the DNL MHA membership is dissatisfied with the amalgamation within the first two years, a two-thirds majority vote by a special resolution meeting would be required to initiate the dissolution. Each of the three original associations would receive the same monetary percentage they contributed to the new organization upon said dissolution.

**IN WITNESS WHEREOF** the Amalgamating Corporations have duly executed this Agreement on the \_\_\_\_\_ day of November, 2023, as evidenced by the signatures below of their duly authorized officers.

**Delhi & District Minor  
Hockey Association**

**Norwich Minor Hockey Association**

---

Ryan Robyn  
President

---

John Doan  
President

---

Dean Pettit  
Vice-President  
We have authority to bind the association

---

Jeff Vankerbroeck  
Vice-President  
We have authority to bind the association

**Langton & Area Minor Hockey Association**

---

Kendall Zajac  
President

---

Jessica Brown  
Vice-President  
We have authority to bind the association

**Schedule "A"**

General By-law of Amalgamated Corporation  
(see separate file of DNL Bylaws)



## **Schedule "B"**

### Boundaries and Centre Point

The centre point of the new Delhi-Norwich-Langton Minor Hockey Association (DNLMHA) would be upon OMHA approval 144 Western Ave, Delhi.