



# Millwoods Hockey Association

## Bylaws

Version 2.0  
June 12, 2024

**Millwoods Hockey Association  
Bylaws**

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## Table of Contents

Millwoods Hockey Association.....	1
Definitions and Conventions.....	1
Purpose.....	2
Not-for Profit Operation.....	2
Offices .....	2
Compliance .....	2
Membership.....	2
Meetings of Members .....	3
Board of Directors .....	4
Board Authority .....	5
Board Meetings.....	6
Indemnities to Directors and Others.....	6
Officers of the Board .....	7
Duties of Officers .....	7
Director Portfolios .....	8
Committees.....	8
Borrowing Powers .....	8
Loans to Others.....	9
Insurance.....	9
Books and Records.....	9
Auditors.....	9
Execution of Documents.....	9
Seal of MHA.....	9
Amendment of Bylaws.....	9
Dissolution.....	9
Signatures.....	10

## Millwoods Hockey Association

1. Bylaw number 1: A bylaw relating to the governance and conduct of the affairs of Millwoods Hockey Association ("MHA"), a private, non-profit society. This bylaw was last revised on June 12, 2024.

### Definitions and Conventions

2. In this bylaw and all other MHA bylaws, unless the context otherwise specifies or requires:
  - a. "**Act**" means the Alberta Societies Act including the Regulation made pursuant to the Act, and any statute or regulations that may be substituted, as amended from time to time;
  - b. "**AGM**" means the Annual General Meeting of the members of MHA;
  - c. "**Articles**" means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement, or revival of MHA;
  - d. "**Board**" means the board of directors of MHA;
  - e. "**bylaw**" means this bylaw and any other bylaws of MHA as amended and which are, from time to time, in force;
  - f. "**council**" means a committee;
  - g. "**director**" means a member of the board of directors of MHA;
  - h. "**family**" means an individual registered in an MHA hockey program and, if existing, all their siblings registered in an MHA hockey program and, if existing, their parent, parents, legal guardian, or legal guardians;
  - i. "**fiscal year**" means the 12 months ending May 31;
  - j. "**good standing**" means having all fees paid in full, fulfilling the requirements of the role, and not having resigned or been expelled;
  - k. "**hockey**" means ice hockey;

- l. "**hockey program**" means all hockey-related on-ice and off-ice activities;
  - m. "**hockey season**" means the 12 months commencing August 1;
  - n. "**individual**" means a single human being, and does not include bodies corporate;
  - o. "**member**" means any person that has been accepted by the Board to membership of MHA;
  - p. "**officer**" means the Board President, Vice President, Secretary, or Treasurer;
  - q. "**ordinary resolution**" means a resolution passed by a simple majority of not less than 50% plus 1 of the votes cast on the resolution;
  - r. "**Regulation**" means the regulation made under the Act, as amended, restated or in effect from time to time; and
  - s. "**special resolution**" means a resolution passed by a majority of not less than 75% of the votes cast on that resolution.
3. In this bylaw and all other bylaws of MHA:
    - a. All terms contained in the bylaws of MHA, and which are defined in the Act or the Regulations, have the meanings given to such terms in the Act or the Regulation;
    - b. Headings and paragraph numbers are inserted for reference and do not form part of, nor modify or define, the terms of a bylaw;
    - c. The singular includes the plural, and the plural includes the singular; and
    - d. The neuter gender is used and includes all genders.

### **Purpose**

4. MHA exists to coordinate U7, U9, U11, and U13 hockey programs for children living in its catchment area.
5. The MHA catchment area is within the city of Edmonton, bordered:
  - a. to the north by 51 Avenue,
  - b. to the east by the city limits,
  - c. to the south by the city limits,
  - d. and to the west by the CPR rail line.

### **Not-for Profit Operation**

6. MHA operates on a not-for-profit basis. All income generated by MHA is used to further MHA objectives.
7. MHA reserves the right to levy membership fees and other fees at the times and in the amounts determined by the Board.
8. MHA is not permitted to issue shares, nor pay any dividends. No part of the property, income, or resources of MHA are payable to, or otherwise available for, the personal benefit of any member, director, officer, or employee of MHA, or of any person concerned in the organization or administration of MHA or its activities.

### **Offices**

9. MHA maintains a registered office in Edmonton, Alberta.

### **Compliance**

10. MHA complies with all applicable policies and directives set out by hockey associations to which it is a member.

### **Membership**

11. There are three (3) classes of membership in MHA, as follows:
  - a. "family",
  - b. "associate", and
  - c. "director".

12. Family membership is restricted to families that have one or more athletes registered and paid-up to play hockey in an MHA hockey program.
13. Each family is permitted to cast one vote on any motion brought before the members. A family is permitted to designate one individual from its ranks to vote on behalf of the family.
14. Associate membership is open to any individual who applies to and is accepted by the Board as an associate member. Associate members are non-voting members of MHA.
15. Director membership is conferred upon an individual when they are elected to the Board. Director members are voting members of MHA.

### **Member Rights and Obligations**

16. Members are required to pay fees levied by MHA and otherwise maintain their membership in good standing.
17. Members are required to comply with MHA articles, bylaws, written policies, and directives.
18. Members serve without remuneration.
19. Members have the right to attend the meetings of members.
20. Voting members have the right to vote on the business matters presented at meetings of members.
21. No member is liable in their own capacity for any debt or liability of MHA.
22. Members are not permitted to transfer their membership to any other person.
23. No person is a member until they have been accepted as a member by the Board, in its sole discretion. MHA refunds fees paid by any person whose membership application is not accepted by the Board.

### **Cessation of Membership**

24. A membership expires when a member fails to pay fees or otherwise fulfill the conditions of membership.
25. Members resign by providing notice in writing to MHA. A resignation is effective when it is accepted by MHA, or at the time specified in the notice, whichever is later.
26. Any member can be expelled by a special resolution at a meeting of the Board. Former members so removed have no right of appeal. Expulsion is effective upon the passing of the special resolution.
27. All rights of membership cease upon resignation, expiration, or expulsion from MHA. Upon cessation membership, all outstanding fees due to MHA by the former member become due and payable.

### **Member Register**

28. The Board keeps a register of MHA members at its registered office. Upon request, any member is permitted to view the register of members at MHA registered office, on a day and time that is mutually convenient. Upon request, MHA will provide any member with a copy of the register of members, or excerpt thereof, provided the intended use of the member register complies with the conditions prescribed in the Act for the protection of personal information.

### **Dispute Resolution**

29. When a dispute arises out of the affairs of MHA between members of MHA, or between MHA and (a) a member or (b) a former member who has for not more than six (6) months ceased to be a member, the parties are permitted to each appoint one representative who will endeavor to settle the dispute by informal mediation. When such a dispute cannot be resolved by mediation, the parties agree to resolve any disputes in the Courts of Alberta, Canada.

### **Meetings of Members**

30. Meetings of the members of MHA are held at any place in Edmonton the Board may determine, and on such day and time as the Board appoints.
31. Voting members participate in meetings in their individual capacity; no proxy is permitted.
32. Meetings of members are live and synchronous. Meetings are held in-person, via electronic means, or via a combination of the two aforementioned methods of meeting.
33. The Board President, or in their absence the Vice-President, presides over all meetings of members.
34. Meetings of the members are not open to the public. Attendance at meetings of members is restricted to members and Board-invited guests.
35. The Board President sets the agenda for each meeting of members. Voting members are permitted to make motions to amend an agenda.
36. Quorum for any meeting of members is twenty (20) or more voting members in good standing.

### **Annual General Meetings of Members**

37. An annual general meeting of the members is held in the month of May each year. The purpose of an annual general meeting is to:
  - a. approve the minutes of the previous annual general meeting;
  - b. receive the audited financial statements of MHA for the previous fiscal year of MHA; and
  - c. transact any other business pertinent to the interests of the membership, and which may properly come before the members.

### **Special General Meetings of Members**

38. Special general meetings of the members are permitted to be called at any time by the Board President, by an ordinary resolution of the Board, or by petition signed by at least one-third (1/3) of voting members in good standing. The business transacted at a special general meeting is limited to that specified in the notice calling the meeting.

### **Notice of Meetings**

39. Members are notified of annual general meetings and special general meetings by email at least twenty-one (21) calendar days in advance of such meeting. Notice of any meeting is required to contain sufficient information to permit members to form a reasoned judgement on the decisions to be taken.
40. No error or omission in giving notice of any annual or general meeting or any adjourned meeting, whether annual or general, of the members of MHA invalidates such meeting or void any proceedings taken thereat.
41. Any voting member may, at any time, waive notice of any meeting and may ratify, approve, or confirm any or all proceedings taken or had thereat. For the purpose of sending notice to any member, director, or officer for any meeting or otherwise, the address of the member, director, or officer is their last email address recorded on the books of MHA.

### **Meeting Rules**

42. For all matters regarding conduct of meetings of members that are not specifically addressed by this bylaw or by applicable legislation are conducted in accordance with the procedures contained in the current edition of Robert's Rules of Order.
43. Any voting member that has a conflict of interest with any motion is required to declare that conflict to the meeting chairperson before debate begins. The voting member is required to then act accordingly during the debate and abstain from the vote if they so choose, or if directed to do so by the members present via ordinary resolution.
44. No unauthorized electronic audio or video recording of any kind is permitted during a meeting of the members.

### **Voting**

45. Each voting member present at a meeting has the right to exercise one vote, except where they have a conflict of interest.
46. In meetings of the members voting is conducted by a show of hands, by an electronic polling application, or by a combination of these two voting methods.
47. Neither proxy voting nor mail-in ballots are permitted in any election, referendum, or any other voting process conducted by MHA.
48. A majority of the votes cast by the voting members present and carrying voting rights determines the questions in meetings, except where the vote or consent of a greater number of members is required by the Act or this bylaw. In the event of a tie vote, the chairperson presiding at the meeting casts a second, deciding, vote.

### **Adjournment**

49. The chairperson of a meeting is permitted, for just cause, to adjourn the meeting to a fixed time and place. No notice of such adjournment is required to be given to the members. Any business is permitted to be brought before or dealt with at an adjourned meeting, which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

### **Board of Directors**

#### **Mandate**

50. The property and business of MHA is directed by a board of directors. The Board oversees the governance and operations of MHA.

#### **Board Eligibility and Composition**

51. The Board is comprised of no less than 20 and no more than 40 directors. The number of directors and the composition of the Board is permitted to be modified by a special resolution of the Board.

### **Election and Term**

52. Any individual who is a member of MHA in good standing, and who is aged 18 or more, is permitted to stand for election to the MHA Board of Directors and, if so elected, serve on the Board.
53. A family member can have no more than one (1) individual of its ranks serving as a director.
54. Directors are elected to the Board via ordinary resolutions of the voting members, at an AGM.
55. Directors serve a term of one (1) year. Directors are permitted to serve consecutive terms, if so elected, without limit.

### **Requirements of Directors**

56. Directors are required to:
  - a. prepare for, attend, and participate fully in all meetings of the Board'
  - b. comply with MHA bylaws and policies;
  - c. upon vacating office, return all MHA physical assets and intellectual property to MHA.
57. Directors are volunteers and serve without remuneration. MHA is permitted to reimburse directors the reasonable expenses incurred by them in the performance of their duties.
58. Nothing contained herein is construed to preclude any director from serving MHA as an officer, consultant, or employee and receiving compensation therefore, as approved by an ordinary resolution of the Board.
59. A director can be expelled from the Board for acts or omissions incompatible with Board membership, including but not limited to:
  - a. missing Board meetings,
  - b. noncompliance with a MHA bylaw or policy, or directive, or
  - c. noncompliance with Hockey Alberta, Hockey Canada, or Respect in Sport rules or directives.

### **Vacating of Office**

60. The office of a director is vacated when:
  - a. a director has resigned office by delivering a written resignation to the Secretary;
  - b. they cease to be a member in good standing;
  - c. at a Board meeting, a resolution is passed by special resolution of the Board members present at the meeting that the director be expelled from office; or
  - d. the director dies.
61. When a vacancy occurs for any reason contained in the preceding paragraph, the Board, by ordinary resolution, is permitted to appoint a member of MHA to temporarily serve until a successor director is elected by the members.

### **Board Authority**

62. The Board is authorized to prescribe policies relating to the governance, management, and operation of MHA, as it deems required, in its sole discretion.
63. The Board is authorized to approve expenditures on behalf of MHA.
64. The Board is authorized to enter into a trust arrangement with a trust company for the purpose of creating a trust fund in which the capital and interest may be made available for the benefit of MHA in accordance with such terms as the Board may prescribe.

### **Employees and Agents**

65. The Board is authorized to appoint the agents and engage the employees it deems necessary from time to time. Such persons have the authority to perform the duties prescribed by the Board at the time of their appointment.

### **Board Meetings**

66. The Board meets at least once each calendar month, with the exception of the months of June and July, at a time and place determined by the Board.
67. The Board President calls a meeting of the Board:
  - a. as required by an MHA bylaw;
  - b. when, in their sole discretion, they deem it necessary; or
  - c. when any two (2) directors jointly request a meeting by writing to the Board President and state the business to be considered.
68. Board meetings are private. Only directors and Board-invited guests are permitted to attend a Board meeting.
69. Board meetings are live and synchronous. Meetings are held in-person, via electronic means, or via a combination of the two aforementioned methods.
70. No unauthorized electronic audio or video recording of any kind is permitted during a Board meeting.

### **Notice of Meetings**

71. Directors are notified of upcoming Board meetings via email, at least seven (7) full calendar days in advance.
72. No error or omission in giving notice of any meeting of the Board, or any adjourned meeting of the Board, invalidates such meeting or makes void any proceedings taken thereat.
73. Any director may at any time waive notice of any such meeting and may ratify, approve, or confirm any or all proceedings taken or had thereat.

### **Quorum**

74. Quorum for any meeting of the Board is eight (8) directors in good standing. Any meeting of the Board at which a quorum is present is permitted to exercise all or any of the authorities, powers, and discretions by or under the bylaws of MHA.

### **Motions and Voting**

75. Any director that has a conflict of interest with any motion is required to declare that conflict to the chairperson before debate begins. The director is then required to then act accordingly during the debate and abstain from the vote if they so choose, or if directed to do so by the directors present via ordinary resolution.
76. Each director is permitted to exercise one vote on each motion.
77. Only directors present at a meeting are permitted to vote. Directors unable to attend a meeting are not permitted to vote via a proxy.
78. Voting is conducted by a show of hands, by an electronic polling application, by email, or by a combination of these voting methods.
79. A vote conducted solely via an electronic polling application or via email, and with all the Directors casting a vote or stating their abstention, is valid and effectual as if it had been passed at a meeting of the Board duly called, and constituted and is recorded as such.

### **Minutes**

80. The minutes of Board meetings are internal to MHA. Board meeting minutes are not made available to the public, except where required by law.

### **Indemnities to Directors and Others**

81. Every director of MHA and their heirs, executors and administrators, and estate and effects, respectively, is from time to time and at all times, indemnified and saved harmless out of the funds of MHA, from and against:
  - a. all costs, charges, and expenses which such director sustains or incurs in or about any action, suit or proceedings which is brought, commenced, or prosecuted against them, or in respect of any act, deed, matter of thing whatsoever, made, done or permitted by them, in or about the execution of the duties of their office or in respect of any such liability;

- b. all other costs, charges, and expenses which they sustain or incur in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by their own willful neglect or default.

82. There is no protection for directors for acts of fraud, dishonesty, or bad faith.

### **Officers of the Board**

83. The officers of the Board are a President, a Vice President, a Secretary, a Treasurer, and a Hockey Director, and any such other officers as the Board may determine.

84. Officers are elected from the ranks of the directors and installed via ordinary resolutions of the Board.

### **Duties of Officers**

#### **President**

85. The President is accountable to:
- a. attend all board meetings, executive committee meetings, and meetings of members;
  - b. attend, or delegate another director to attend, all South East Edmonton Recreation Association meetings and all Hockey Edmonton meetings and vote on behalf of MHA;
  - c. be a signing authority on all MHA bank accounts;
  - d. chair and direct the order and conduct of business at board meetings and meetings of members;
  - e. maintain and keep secure the corporate seal;
  - f. exercise the powers of the board, if required to do so in the event of an emergency;
  - g. hire and supervise employees;
  - h. prepare agendas for all board meetings and members' meetings (with the secretary);
  - i. provide written reports to the board at every board meeting;

- j. schedule all meetings of the members and the board;
- k. serve as an ex-officio member on all Board committees where they have not specifically been designated as a voting member;
- l. supervise and direct all members of the board including standards of performance, sphere of control, and disciplinary action;
- m. supervise, administer, and direct MHA operations, and
- n. fulfill other duties assigned by the Board.

#### **Vice President**

86. The Vice President is accountable to:
- a. be a signing authority on all MHA bank accounts;
  - b. supervise the Registrar and the Ice Allocator;
  - c. perform the duties of the President in the absence or incapacitation of the President; and
  - d. fulfil other duties assigned by the Board.

#### **Secretary**

87. The Secretary is accountable to:
- a. attend and take minutes at all board meetings, executive committee meetings, and meetings of members;
  - b. be a signing authority on all MHA bank accounts;
  - c. circulate meeting minutes as appropriate;
  - d. provide required notice for all meetings of members and Board meetings;
  - e. maintain physical copies of MHA licenses, permits, and other documents;
  - f. maintain MHA bylaws, policies, procedures, and supporting documents;
  - g. maintain MHA's society renewals with Alberta registries in accordance with the societies act, including annual returns and notices of change of directors;
  - h. maintain the register of members;

- i. provide notice to members of AGM and special general meetings;
- j. write and send all board correspondence;
- k. fulfill other duties assigned by the Board.

### **Treasurer**

88. The Treasurer is accountable to:

- a. attend all board meetings, executive committee meetings, and meetings of members;
- b. be a signing authority on all MHA bank accounts;
- c. provide the financial information required to support bingo, raffle, and casino license applications;
- d. file and maintain board financial records for the previous seven years;
- e. issue all payments for goods and services received;
- f. maintain accounting records and back-up data;
- g. manage all banking functions;
- h. prepare monthly financial statements for presentation at board meetings;
- i. present audited financial statements to members at annual general meetings of members;
- j. support the Secretary in maintaining MHA renewals with Alberta registries, in accordance with the Societies Act, including annual returns and notices of change of directors; and
- k. fulfill other duties assigned by the Board.

### **Hockey Director**

89. The Hockey Director is accountable to:

- a. coordinate team selection;
- b. coordinate coach selection;
- c. chair meetings of MHA hockey directors;
- d. manage hockey operations;

- e. serve as the chair of the grievance and disciplinary committee, if existing;
- f. attend meetings with other Edmonton hockey associations; and
- g. fulfil other duties assigned by the Board.

### **Director Portfolios**

90. The Board is permitted to appoint, by ordinary resolutions of the Board, directors to lead functional portfolios. Directors hold such portfolios at the will of the Board. The Board determines the duties of such portfolios, in its sole discretion.

### **Committees**

- 91. The Board is permitted to appoint committees whose members will hold their offices at the will of the Board. The Board determines the duties of such committees. Committee members need not be members of the Board or the Association. The Board is permitted to set by ordinary resolution any remuneration to be paid to a committee's members.
- 92. All Board committees report to the Board. No committee or person so appointed has the power to bind the Association, or expend any funds of the Association, or pledge credit of the Association, or represent the Association except as expressly authorized in writing to do so by the Board.

### **Borrowing Powers**

- 93. For the purposes of carrying out its objects, MHA is permitted to:
  - a. borrow funds upon the credit of MHA, from any reputable Canadian financial institution, upon such terms, covenants, and conditions at such times, in such sums, to such an extent and in such manner as the Board in its sole discretion may deem required;
  - b. limit or increase the amount to be borrowed; and

- c. secure any such loan by mortgage, hypothec, charge, or pledge of all or any currently owned or subsequently acquired real and personal, movable and immovable, property of MHA.

94. In no case is MHA permitted to issue a debenture without a special resolution of the members, as required by the Act.

### **Loans to Others**

95. MHA is not permitted to make any loan to any individual or entity, whether directly or indirectly and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for any purpose.

### **Insurance**

96. MHA maintains insurance suitable to the nature, scale, and risks of its operations.

### **Books and Records**

97. The Board sees that all necessary books and records of MHA required by the bylaws of MHA or by any applicable statute or law are regularly and properly kept.

98. Upon request, MHA will provide any voting member with a copy of a book or record that has previously been presented, provided, or made available to all members of MHA. With the exception of officers and directors and in the course of their duties, or where provided for elsewhere in this bylaw, no member has the right to access or inspect any other MHA book or record.

### **Auditors**

99. On an annual basis the Board appoints to audit the accounts and annual financial statements of MHA two of its members, neither of whom are an MHA signing authority.

100. At least every five years the Board appoints to audit the accounts and annual financial statements of MHA a professional accounting firm registered under the Chartered Professional

Accountants Act and who is authorized to perform an audit engagement in Alberta.

### **Execution of Documents**

101. Any two of the President, Vice President, Treasurer, and any other person appointed by a resolution of the Board, jointly sign all cheques, contracts, documents, or any instruments requiring the signature of MHA. All items so signed are binding upon MHA without any further authorization or formality.

102. Documents are permitted to be signed by hand or by electronic signature via a secure electronic document signing software application. Cheques are required to be signed by hand with live ink.

### **Seal of MHA**

103. The seal of MHA is maintained at its registered office, in the custody of the President. Together with any other signing authority, the President is permitted, but not required, to affix the seal to contracts, documents, or other instruments executed by MHA.

### **Amendment of Bylaws**

104. Bylaws of MHA are permitted to be added to, cancelled, altered, edited, repealed, or replaced only by a special resolution of the members. The amended bylaws take effect upon their registration by Alberta's Registrar of Corporations.

### **Dissolution**

105. Upon dissolution of MHA its assets, if any exist after the payment of all liabilities, will be donated to the South East Edmonton Recreation Association, or otherwise disposed of as required by law.

## Signatures

### President

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

x \_\_\_\_\_  
Signature

### Vice President

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

x \_\_\_\_\_  
Signature

### Secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

x \_\_\_\_\_  
Signature

### Treasurer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

x \_\_\_\_\_  
Signature

### Director

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

x \_\_\_\_\_  
Signature

### Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

x \_\_\_\_\_  
Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.