

## AMALGAMATION AGREEMENT

Among:

SKATE ONTARIO  
(Corporation No.: 0000513939)  
989 Murray Ross Parkway  
North York, Ontario  
M3J 3M4

AND

SKATE CANADA - NORTHERN ONTARIO  
(Corporation No.: 0001157772)  
6 Main Street S, Unit #3  
PO Box 130  
Callander, Ontario  
P0H 1H0

AND

WESTERN ONTARIO SECTION CANADIAN FIGURE SKATING  
ASSOCIATION  
(Corporation No.: 0000954839)  
237 Consortium Court  
London, Ontario  
N6E 2S8

AND

SKATE CANADA-CENTRAL ONTARIO  
(Corporation No.: 0000576599)  
111 Snidercroft Road, Unit A  
Concord, Ontario  
L4K 2J8

AND

EASTERN ONTARIO SECTION SKATING ASSOCIATION  
(Corporation No. 0001097017)  
PO Box 2209  
Prescott, Ontario  
K0E 1T0

### Background

(A) The Parties have agreed to amalgamate to form one corporation upon the terms and conditions set forth in this Agreement and to continue as one corporation under the authority conferred by the provisions of Section 113 and 133 of the *Corporations Act* (Ontario), R.S.O. 1990, c. C. 38 (the "*Corporations Act*").

(B) Each Party has made full and complete disclosure to the other Parties of its assets and liabilities.

(C) It is desirable for each of the Parties that the amalgamation should take place.  
NOW THEREFORE in consideration of the mutual covenants contained herein and the receipt of other good and valuable consideration which the Parties acknowledge, this Agreement provides as follows:

#### Definitions

1. In this Agreement:

- a) "Agreement" means this Amalgamation Agreement, as amended, and all Appendices.
- b) "Amalgamating Associations" means each of Skate Ontario, Skate Canada Northern Ontario, Western Ontario Section Canadian Figure Skating Association, Skate Canada – Central Ontario and Eastern Ontario Section Skating Association.
- c) "Amalgamated Corporation" means the corporation continuing as a result of the amalgamation of the Amalgamating Associations.
- d) "Amalgamation Date" means the date that the letters patent of amalgamation issued by the Minister of Government Services (Ontario) (or such other Minister who has responsibility for the issuance of letters patent pursuant to the *Corporations Act* in respect of the Amalgamated Corporation take effect.
- e) "Board of Directors" means the board of directors of the Amalgamated Corporation.
- f) "Parties" means Skate Ontario, Skate Canada Northern Ontario, Western Ontario Section Canadian Figure Skating Association, Skate Canada – Central Ontario and Eastern Ontario Section Skating Association collectively and "Party" means any of them.

#### Agreement to Amalgamate

2. Upon the terms and conditions in this Agreement, the Amalgamating Associations agree to amalgamate and to continue as the Amalgamated Corporation effective as of the Amalgamation Date.

#### Responsibilities of each Amalgamating Association

3. Each Party will:

- a) Disclose to the other Parties all of its debts and liabilities prior to the Amalgamation Date.
- b) Provide all capital, assets, monies, and investments to the Amalgamated Corporation on or prior to the Amalgamation Date.
- c) Provide all books and records to the Amalgamated Corporation on or prior to the Amalgamation Date.
- d) Ensure that there is no creditor prejudiced by the amalgamation.
- e) Execute, deliver, file and register all documents necessary to give effect to the amalgamation.

#### Responsibilities of Amalgamated Corporation

4. The Amalgamated Corporation will execute, deliver, file and register all documents necessary to give effect to the amalgamation.

#### Special Resolution

5. Each Party confirms that its members have adopted a special resolution approving this Agreement at a meeting thereof called for the purpose of considering this Agreement and such fact is hereby certified by each Party upon this Agreement by the secretary of that Party and the Parties by their joint application shall apply to the Lieutenant Governor of the Province of Ontario for letters patent confirming this Agreement.

#### Expenses

6. Each Party shall pay all expenses it incurs in authorizing, preparing, executing and performing this Agreement and the transactions contemplated hereunder, including all fees and expenses of its legal counsel, accountants, other representatives and consultants.

#### Name

7. The name of the Amalgamated Corporation will be “SKATE ONTARIO”.

#### Head Office

8. The head office will be located at 989 Murray Ross Parkway, North York, Ontario M3J 3M4 unless changed in accordance with the Amalgamated Corporation’s by-laws.

#### Objects

9. The objects of the Amalgamated Corporation shall be:

- a) To improve, encourage and advance the sport of skating on ice (herein after referred to “figure skating”) in all aspects;
- b) To co-ordinate the activities of the Skate Canada member clubs and skating schools in Ontario; and provide to them as well as the general public, support with respect to figure skating including technical, educational, administrative, and management services;
- c) To publish and disseminate information concerning figure skating;
- d) To administer the finances of the sport of figure skating at the Provincial level;
- e) To raise, use, invest and re-invest money to support the activities of the Corporation (herein referred to Skate Ontario); provided, however that no property, funds or income of Skate Ontario shall enure to the private profit of any member of the Board of Skate Ontario;
- f) For the further attainment of the above objects, to acquire, accept, solicit or receive any gift of real or personal property, either as an annual or other contribution or as an addition to the fund or funds of Skate Ontario;
- g) To co-operate with Skate Canada and its members; and
- h) Generally, to take all steps necessary or desirable to improve, encourage and advance figure skating in the Province of Ontario.

#### Directors

10. The first directors of the Amalgamated Corporation will be those individuals elected on February 25<sup>th</sup>, 2017 (who will be listed in Schedule A to this document after such election).

11. The first directors as described in paragraph 10 will hold office until the first annual meeting of the Amalgamated Corporation. The subsequent directors shall be elected in the manner provided in the by-laws of the Amalgamated Corporation.

#### Management

12. The Board of Directors shall manage the affairs of the Amalgamated Corporation subject to the provisions of the *Corporations Act*, as amended, and the by-laws of the Amalgamated Corporation.

#### Powers

13. There will be no restriction on the business which the Amalgamated Corporation may carry on or on the powers it may exercise.

#### Conversion/Cancellation of Membership

14. The issued memberships of the Amalgamating Corporations will automatically be admitted into membership in the Amalgamated Corporation and shall be entitled to continue as members provided that they continue to meet any qualifications for membership set out in the by-laws of the Amalgamated Corporation.

#### By-laws

15. The by-laws of the Amalgamated Corporation will be the by-laws attached as Schedule B.

#### Representations and Warranties

16. Each of the Parties represents and warrants to the other Parties and acknowledges that the other Parties are relying on such representations and warranties in entering into this Agreement that:
- a) It is a corporation incorporated, duly organized and validly existing under the laws of its jurisdiction of incorporation.
  - b) The execution and delivery of this Agreement by it, and any performance by it of all of the activities contemplated hereby, have been duly authorized by all requisite corporate action.
  - c) It has full power to execute and deliver this Agreement and to perform its obligations hereunder.
  - d) This Agreement constitutes a legally valid and binding obligation, enforceable against it in accordance with its terms, subject only to the enforcement of remedies under applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies.
  - e) The execution and delivery of this Agreement and the performance by it of its obligations hereunder will not, with or without the giving of notice or the passing of time or both:
    - i. violate any judgment, decree, order or award of any court, governmental agency, regulatory authority or arbitrator; or
    - ii. conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any material licence, permit, concession, franchise, indenture, mortgage, lease, contract, permit, will, testamentary trust, deed of trust or any other instrument or agreement by which it is bound;in such a way as would have a material adverse effect on such Party.
  - f) It has no material assets or liabilities, contingent or otherwise, which have not been fully disclosed to the other Party.
  - g) Except as otherwise disclosed in writing to the other Parties on the date hereof, there is no claim, action, proceeding or investigation pending or, to its knowledge, threatened against or relating to it or affecting any of its properties or assets before any court or governmental or regulatory authority or body, which, if adversely determined, is likely to have a material adverse effect on its operations, assets, properties or condition (financial or otherwise) or prevent or materially delay consummation of the transactions contemplated by this Agreement, nor is it subject to any outstanding order, writ, injunction or decree which has had or is reasonably likely to have a material adverse effect on its operations, assets, properties or condition (financial or otherwise) or prevent or materially delay consummation of the transactions contemplated by this Agreement.
  - h) Since the date of its last annual audited financial statements, there has been no material adverse change in its business, operations, properties, assets or condition, financial or otherwise, from that shown on the financial statements for the period then ended and there are no liabilities or obligations (including tax liabilities, whether accrued, absolute, contingent or otherwise) not

reflected in the audited financial statements for the last completed fiscal year except for liabilities and obligations incurred in the ordinary course of business since the last annual audited financial statements' date, which liabilities and obligations are not materially adverse in the aggregate.

- i) Each Party further represents and warrants that all Parties are relying on such representations and warranties in entering into this Agreement that the audited financial statements for each Party's latest fiscal year, as reported on by the Party's auditors, presents fairly the financial condition of the Party and the results of its operations for the respective period indicated in the statement, and has been prepared in conformity with generally accepted accounting principles applied on a consistent basis except as otherwise stated in the notes to such statements.

#### Property and Liabilities

17. From and after the Amalgamation Date, the Parties shall be amalgamated and shall continue as one corporation without share capital, and the Amalgamated Corporation shall possess all of the property, rights, privileges, assets and franchises and shall be subject to all of the liabilities, contracts, disabilities and debts of each of the Parties.

#### Creditors' Rights

18. All rights of creditors against the property, rights, privileges, assets and franchises of one or more of the Parties and all liens upon their property, rights and assets shall be unimpaired by the amalgamation and all debts, contracts, liabilities and duties of the Parties shall attach to the Amalgamated Corporation and may be enforced against it.

#### Litigation

19. No action or proceeding by or against a Party shall abate or be affected by the amalgamation and the Amalgamated Corporation shall be deemed to be a party plaintiff or a party defendant, as the case may be, in any civil action commenced by or against a Party before the Amalgamation Date.

#### Judgments, Etc.

20. A conviction against or ruling, order or judgment in favour of or against a Party may be enforced by or against the Amalgamated Corporation.

#### Governing Law

21. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction). Each Party irrevocably submits to the non-exclusive jurisdiction of Ontario courts regarding any matter arising hereunder or related hereto.

#### General

22. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
23. Time is of the essence of each provision of this Agreement.
24. Each Party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other Party may in writing at any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement.

25. This Agreement has been executed by an authorized signatory or authorized signatories of each Party who is or are duly entitled to represent and bind that Party. This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and shall not be assignable by any Party.
26. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
27. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.
28. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, the remaining provisions will remain in full force and effect notwithstanding.
29. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument and receipt of a facsimile version of an executed signature page of this Agreement by a Party shall constitute satisfactory evidence of execution of this Agreement by such Party.

TO WITNESS THEIR AGREEMENT, the Parties have duly executed this Agreement by the signatures of their proper officers on that behalf.

SKATE ONTARIO

SKATE CANADA - NORTHERN ONTARIO

\_\_\_\_\_  
Per:  
\_\_\_\_\_  
Per:  
\_\_\_\_\_  
Date:

\_\_\_\_\_  
Per:  
\_\_\_\_\_  
Per:  
\_\_\_\_\_  
Date:

WESTERN ONTARIO SECTION  
ONTARIO  
CANADIAN FIGURE SKATING ASSOCIATION

SKATE CANADA-CENTRAL

\_\_\_\_\_  
Per:  
\_\_\_\_\_  
Per:  
\_\_\_\_\_  
Date:

\_\_\_\_\_  
Per:  
\_\_\_\_\_  
Per:  
\_\_\_\_\_  
Date:

EASTERN ONTARIO SECTION SKATING ASSOCIATION

\_\_\_\_\_  
Per:  
\_\_\_\_\_  
Per:  
\_\_\_\_\_  
Date:

SCHEDULE A  
LIST OF BOARD OF DIRECTORS

The list of Board of Directors will be attached as elected at the Skate Ontario SGM on February 25, 2017.

**SKATE ONTARIO**  
**ONTARIO CORPORATION NUMBER 000513939**  
**Date of Incorporation November 22, 1982**  
**Approved October 15, 2016**

**BY-LAWS**

These By-laws, shall describe the organization and functions of the Corporation and the means by which members may elect or appoint Board of Directors and control the property and activities of the Corporation.

**I**      **GENERAL**

- 1.1      Purpose – These By-laws relate to the general conduct of the affairs of Skate Ontario, which as the Provincial Sport Organization representing figure skating in the Province of Ontario; and, as a recognized Section as defined within the Skate Canada By-laws, shall represent the interests, advance and promote the sport within the Province of Ontario.
- 1.2      Definitions - The following terms have these meanings in these By-laws:
- a)      *Act* – the Ontario Corporations Act or any successor legislation
  - b)      *Auditor* – an individual appointed by the Members at the Annual Meeting to audit the books, accounts, and records of the Corporation for a report to the Members at the next Annual Meeting in accordance with the Act.
  - c)      *Board* – the Board of Directors of the Corporation.
  - d)      *Corporation* – Skate Ontario.
  - e)      *Days* – days including weekends and holidays.
  - f)      *Director* – an individual elected or appointed to serve on the Board pursuant to these By-laws.
  - g)      *Officer* – an individual elected or appointed to serve as an Officer of the Corporation pursuant to these By-laws.
  - h)      *Ordinary Resolution* – a resolution passed by a majority of the votes cast on that resolution.
  - i)      *Special Resolution* – a resolution passed by not less than two-thirds of the votes cast on that resolution.
  - j)      *Members* – registered Skate Canada Member Clubs and Skating Schools
- 1.3      Registered Office – The registered office of the Corporation will be located within the Province of Ontario.
- 1.4      Corporate Seal - The Corporation may have a corporate seal, which may be adopted and may be changed by Ordinary Resolution of the Board.
- 1.5      No Gain for Members – The Corporation will be carried on without the purpose of gain for its Members and any profits or other accretions to the Corporation will be used in promoting its objectives.
- 1.6      Ruling on By-laws – Except as provided in the Act, the Board will have the authority to interpret any provision of these By-laws that is contradictory, ambiguous, or unclear, provided such interpretation is consistent with the objects of the Corporation.



1.7 Conduct of Meetings – Unless otherwise specified in these By-laws, meetings of Members and meetings of the Board will be conducted according to Robert’s Rules of Order (current edition).

1.8 Interpretation – Words importing the singular will include the plural and vice versa, words importing the masculine will include the feminine and vice versa, and words importing persons will include bodies corporate. Words importing an organization name, title, or program will include any successor organizational name, title, or program.

## **II MEMBERSHIP**

### **Membership Dues and Duration**

2.1 Year, The membership year of the Corporation will be September 1<sup>st</sup> to August 31<sup>st</sup> unless otherwise determined by the Board

2.2 Dues – Membership dues will be determined by, and submitted to Skate Canada and a portion thereof will be transferred to the Corporation

2.3 Duration – Membership duration is accorded on an annual basis.

2.4 Membership Categories – The Corporation has the following category of Member:

- a) Skate Canada Member Clubs and Skating Schools – A registered Skate Canada Member Club or Skating School that is located within the Province of Ontario and has agreed to abide by the Corporation’s By-laws, policies, procedures, rules and regulations.

### **Admission and Renewal of Members**

2.5 Admission of Members – Any candidate will be admitted as a Member or renewed as a Member if:

- a) The candidate member makes an application for membership in a manner prescribed by Skate Canada
- b) The candidate member has paid dues and is a member in good standing of Skate Canada.
- c) The candidate member agrees to uphold and comply with the Corporation’s governing documents;
- d) The candidate member meets any other condition of membership determined by the Board;
- e) The candidate member has met the applicable definition listed in Section 2.4; and
- f) Membership in the Corporation is non-transferable

2.6 Termination – Membership in the Corporation will terminate immediately upon:

- a) The expiration of the Member’s annual membership with Skate Canada unless renewed in accordance with these By-laws;
- b) The Member fails to maintain any of the qualifications or conditions of membership described in Section 2.5 of these By-laws;
- c) Resignation by the Member by giving written notice to the Corporation and to Skate Canada;
- d) Dissolution of the Corporation;
- e) The Member’s dissolution

### **Good Standing**

Definition – A Member will be in good standing provided that the Member:

- a) Has not ceased to be a Member of Skate Canada
- b) Has not been suspended or expelled from membership, or had other membership restrictions or sanctions imposed;
- c) Has completed and remitted all documents as required by the Corporation;
- d) Has complied with the By-laws, policies, and rules of the Corporation;
- e) Is not subject to a disciplinary investigation or action by the Corporation, or if subject to disciplinary action previously, has fulfilled all terms and conditions of such disciplinary action to the satisfaction of the Board; and
- f) Has paid all required membership dues to Skate Canada

## **III SAFE SPORT**

3.1 Complaints, Suspension and Expulsion Policy: Skate Ontario and every Member club shall establish a

Dispute Resolution Process to deal with disputes and complaints that arise between registrants and/or members or coaches in the Section.

- 3.2 Membership Harassment Policy: For the purpose of these By-laws, the Skate Canada Membership, Harassment, Bullying and Discrimination Policy shall apply.
- 3.3 Cease to be in Good Standing - Members that cease to be in good standing, as determined by the Board or a Disciplinary Panel will not be entitled to vote at meetings of the Members or be entitled to the benefits and privileges of membership until such time as the Board is satisfied that the Member has met the definition of good standing.

#### **IV MEETINGS OF MEMBERS**

- 4.1 Annual Meeting - The Corporation will hold meetings of Members at such date, time and place as determined by the Board within the Province of Ontario. The Annual Meeting will be held within fifteen (15) months of the last Annual Meeting and within three (3) months of the Corporation's fiscal year end.
- 4.2 Special Meeting - A Special Meeting of the Members may be called at any time by Ordinary Resolution of the Board or upon the written requisition of ten percent (10%) or more of the Members for any purpose connected with the affairs of the Corporation that does not fall within the exceptions listed in the Act or is otherwise inconsistent with the Act, within twenty-one (21) days from the date of the deposit of the requisition.
- 4.3 Participation/Holding by Electronic Means – Any person entitled to attend a meeting of Members may participate in the meeting by telephonic or electronic means that permits all participants to communicate adequately with each other during the meeting if the Corporation makes such means available. A person so participating in a meeting is deemed to be present at the meeting. The Directors or Members, as the case may be, may determine that the meeting be held entirely by telephonic or electronic means that permit all participants to communicate adequately with each other during the meeting.
- 4.4 Notice - Written or electronic Notice of Meeting including the date of the Annual Meeting of the Members will be given to all Members in good standing, Directors, and the Auditor at least twenty-eight (28) days prior to the date of the meeting. Notice will contain a reminder of the right to vote by proxy a proposed agenda, reasonable information to permit Members to make informed decisions, nominations of Directors, and the text of any resolutions or amendments to be decided.
- 4.5 Waiver of Notice – Any person who is entitled to notice of a meeting of the Members may waive notice, and attendance of the person at the meeting is a waiver of notice of the meeting, unless the person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called in accordance with these By-laws.
- 4.6 Error or Omission in Giving Notice - No error or omission in giving notice of any meeting of the Members shall invalidate the meeting or make void any proceedings taken at the meeting.
- 4.7 New Business – Matters of business should be limited to matters properly brought before a Members' meeting. No other item of business will be included in the notice of the meeting of the Members unless notice in writing of such other item of business, or a Member's proposal, has been submitted to the Board sixty (60) days prior to the meeting of the Members in accordance with procedures as approved by the Board. Copies of all such proposals together with copies of any amendments thereto then proposed by the Board and copies of all resolutions put forward by the Board shall be sent to all Members with the agenda and the notice calling an Annual Meeting.
- 4.8 Quorum –Delegates as defined in 4.14 representing ten (10) percent of the Members present or by proxy will constitute a quorum. If a quorum is present at the opening of a meeting of the Members, the Members present may proceed with the business of the meeting, even if a quorum is not present throughout the meeting.
- 4.9 Closed Meetings – Meetings of Members will be closed to the public except by invitation of the Board or Members attending the meeting, and in accordance with 4.12.

- 4.10 Scrutineers – At the beginning of each meeting, the Chair may appoint one or more scrutineers who will be responsible for ensuring that votes are properly cast and counted.
- 4.11 Adjournments - With the majority consent of the Members present and quorum is ascertained, the Members may adjourn a meeting of Members and no notice is required for continuation of the meeting, if the meeting is held within thirty (30) days. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.
- 4.12 Attendance - The only persons entitled to attend a meeting of the Members are those Delegates representing Members, the Directors, the Auditors of the Corporation (or the person who has been appointed to conduct a review engagement, if any), individuals possessing a proxy on behalf of a Member, and others who are entitled or required under any provision of the Act or the articles to be present at the meeting. Any other person may be admitted only if invited by the Chair of the meeting or with the majority consent of the Members present at the meeting or in accordance with 4.9.

### **Voting at Meetings of Members**

- 4.13 Voting Rights: Members have the following voting rights at all meetings of the Members:
- a) Each Member Club and Skating School is entitled to appoint one Delegate who has one vote on behalf of that Member
- 4.14 Delegates – Members will appoint in writing (inclusive of electronic notice) to the Corporation the name of the Delegate to represent the Member. Delegates must: be at least eighteen years of age; not have been found under the *Substitute Decisions Act 1992* or under the *Mental Health Act* to be incapable of managing property; and be acting as the Member’s representative.
- 4.15 Proxy Voting – Every Member entitled to vote at a meeting of Members may, by means of a proxy, appoint a proxy holder to attend and vote on behalf of the Member. Each proxy holder may carry a maximum of six (6) proxies.
- A proxy must:
- a) Be signed by the Member;
- b) Comply with the format stipulated by the Corporation; and be submitted to the Corporation at least 30 minutes prior to the commencement to the Meeting of Members
- 4.16 Determination of Votes – Votes will be determined by a show of hands, orally or electronic ballot, except in the case of elections which require a secret ballot; unless a secret or recorded ballot is requested by a Member.
- 4.17 Majority of Votes - Except as otherwise provided in these By-laws, a simple majority of votes will decide each issue. In the case of a tie, the motion will be deemed defeated.

## **V GOVERNANCE**

- 5.1 Composition of the Board
- a) The Board shall consist of an elected President and eight (8) elected Directors. The Past President shall be an ex-officio member of the Board for one (1) two-year term.
- b) In accordance with the subsections 124 (2) and 286 (2) of the Act, each Director shall be a non-voting member of the Corporation. All other references in these By-laws to “Members” shall be deemed not to include such non-voting members.
- 5.2 Eligibility of Directors
- To be eligible for election as a Director, an individual must:
- a) Be eighteen (18) years of age or older;
- b) Not have been found under the *Substitute Decisions Act*, 1992 or under the *Mental Health Act* to be incapable of managing property;
- c) Not have the status of bankrupt.
- d) Not be a paid employee of Skate Canada or Skate Ontario
- e) Shall be willing to abide by the policies and by-laws governing Skate Canada and Skate Ontario
- f) Shall not be sitting on the Board of any Skate Canada Member Club or Skating School

- g) Shall be a resident of Ontario

### **Election of Directors**

5.3 Nominations Committee – The Board will appoint a Nominations Committee. The Nominations Committee will be responsible to solicit and receive nominations for the election of the Directors and ensure that the established skill set requirements are met.

5.4 Nominations - Any nomination of an individual for election as a Director will:

- a) Include the written consent of the nominee by signed or electronic signature;
- b) Comply with the procedures established by the Nominations Committee; and
- c) Be submitted to the Registered Office of the Corporation no later than thirty-five 35 days prior to the Annual Meeting. This timeline may be amended by Ordinary Resolution of the Board.
- d) There will be no nominations from the floor of the meeting

5.5 Circulation of Nominations - Valid nominations will be circulated to Members in the Official Notice of Meeting.

5.6 Elections – Elections for each Director position will be decided by a majority vote of the Members in accordance with the following:

- a) One valid nomination for each vacant position: the Director(s) shall be declared elected by Ordinary Resolution.
- b) Multiple Valid Nominations –  
To ensure that the President and elected Directors are elected by a simple majority, a voting procedure as approved by the Board will be conducted.

In the case of an election for a one year position, the last nominee to receive a majority of votes will be elected for the one year term.

- c) Voting Process: Directors will be elected at each Annual Meeting in the order as follows:
  - 1) the President (as required);
  - 2) the Directors at Large; four (4) of which will be elected in alternate years.

The voting process shall be conducted by a series of ballots starting with the President, in order that the candidates who are not elected for a position are eligible to run for a subsequent position.

5.7 Terms of Office:

- a) The President shall be elected for a two-year term or until they or their successors have been duly elected in accordance with these By-laws unless they resign, or are removed from or vacate their office. The number of successive terms shall be limited to two.
- b) Directors shall serve terms of two (2) years and will hold office until they or their successors have been duly elected in accordance with these By-laws, unless they resign or are removed from or vacate their office. The number of successive terms shall be limited to three.
- c) The number of lifetime terms shall be limited to five.
- d) The Past President may be appointed for a maximum of one term of two (2) years.
- e) An Elected Director elected to serve a partial term will, upon completion of the partial term, remain eligible to serve three (3) two-year consecutive terms as Elected Director.

### **Resignation and Removal of Directors**

5.8 Resignation - A Director may resign from the Board at any time by presenting his or her notice of resignation to the Board. This resignation will become effective the date on which the notice is received by the President. When a Director who is subject to a disciplinary investigation or action of the Corporation resigns, that Director will nonetheless be subject to any sanctions or consequences resulting from the disciplinary investigation or action.

5.9 Vacate Office - The office of any Director will be vacated automatically if:

- a) The Director resigns;
- b) The Director is absent from three (3) consecutive meetings of the Board;
- c) Has been found under the *Substitute Decisions Act*, 1992 or under the *Mental Health Act* to be incapable of managing property;
- d) The Director becomes bankrupt
- e) The Director dies.

5.10 Removal – An elected Director may be removed by Ordinary Resolution of the Members at an Annual Meeting or Special Meeting provided the Director has been given reasonable written notice of, and the opportunity to be present and to be heard at such a meeting. At such a meeting, the Members may, by a majority of votes cast at the meeting, elect a qualified individual in the removed Director's stead for a period ending at the next Annual Meeting.

#### **Filling a Vacancy on the Board**

5.11 Vacancy - Where the position of a Director becomes vacant for whatever reason and there is still a quorum of Directors, the Board may appoint a qualified individual to fill the vacancy for a term expiring no later than the close of the next Annual Meeting.

#### **Meetings of the Board**

5.12 Call of Meeting – A meeting of the Board will be held at any time and place as determined by the President, or by written requisition of at least 50% of the Directors

5.13 Chair – The President will be the Chair of all Board meetings unless otherwise designated by the President.

5.14 Notice – Written notice, served other than by mail, of meetings of the Board will be given to all Directors at least seven (7) days prior to the scheduled meeting. Notice served by mail will be sent at least fourteen (14) days prior to the meeting. No notice of a meeting of the Board is required if all Directors waive notice, or if those absent consent to the meeting being held in their absence. If a quorum of Directors is present, each newly elected or appointed Board may, without notice, hold its first meeting immediately following the Annual Meeting of the Corporation.

5.15 Board Meeting With New Directors – For a first meeting of the Board held immediately following the election of Directors at a meeting of the Members, or for a meeting of the Board at which a Director is appointed to fill a vacancy on the Board, it is not necessary to give notice of the meeting to the newly elected or appointed Director(s).

5.16 Quorum – At any meeting of the Board, quorum will be a majority of the Board of Directors.

5.17 Voting

- a) Each Director, including the President and the Past President, is entitled to one vote at a meeting of the Board. Voting will be by a show of hands, written, or orally unless a majority of Directors present request a secret ballot. Resolutions will be passed upon a majority of the votes cast being in favour of the resolution. Abstaining voters are not counted in determining a majority. In the event of a tie, the motion will be deemed defeated.

5.18 No Alternate Directors - No person shall act for an absent Director at a meeting of directors.

5.19 Closed Meetings – Meetings of the Board will be closed to Members and the public except by invitation of the Board.

5.20 Meetings by Telecommunications - A meeting of the Board may be held by telephone conference call or by means of other telecommunications technology. Directors who participate in a meeting by telecommunications technology are considered to have attended the meeting.

#### **Duties of Directors**

5.21 Standard of Care – Every Director will:

- a) Act honestly and in good faith with a view to the best interests of the Corporation; and
- b) Exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

## **Powers of the Board**

- 5.22 Powers of the Corporation – Except as otherwise provided in the Act or these By-laws, the Board has the powers of the Corporation and may delegate any of its powers, duties, and functions.
- 5.23 Empowered – The Board is empowered, including but not limited to:
- a) Make policies and procedures or manage the affairs of the Corporation in accordance with the Act and these By-laws;
  - b) Make policies and procedures relating to the discipline of Members, and have the authority to discipline Members in accordance with such policies and procedures;
  - c) Make policies and procedures relating to the management of disputes within the Corporation and deal with disputes in accordance with such policies and procedures;
  - d) Employ or engage under contract such persons as it deems necessary to carry out the work of the Corporation;
  - e) Follow registration procedures, membership fees and other registration requirements as determined by Skate Canada.
  - f) Enable the Corporation to receive donations and benefits for the purpose of furthering the objects and purposes of the Corporation;
  - g) Make expenditures for the purpose of furthering the objects and purposes of the Corporation;
  - h) Borrow money upon the credit of the Corporation as it deems necessary in accordance with these By-laws; and
  - i) Perform any other duties from time to time as may be in the best interests of the Corporation.

## **VI OFFICERS**

### 6.1 Composition

- a) The President by virtue of their office shall be an officer of the Corporation.
- b) At the first meeting following the Annual General Meeting, the Board shall appoint from the Directors, a Vice President/Secretary and a Director of Finance each of whom shall be an Officer of the Corporation.

### 6.2 Duties - The duties of Officers are as follows:

- a) The President will be the chair of the Board, and will preside at the Annual and Special Meetings of the Corporation and at meetings of the Board unless otherwise designated. The President will be the official spokesperson of the Corporation, and will perform such other duties as may from time to time be established by the Board.
- b) The Vice President will, in the absence or disability of the President, perform the duties and exercise the powers of the President, and will perform such other duties as may from time to time be established by the Board. The Vice President will also be named as the Secretary of the Corporation.
- c) The Director of Finance will, subject to the powers and duties of the Board, ensure that proper accounting records as required by the Act are kept; and will oversee the activities of the accounting staff including the management and the disbursement of funds of the Corporation. They will provide the Board with an account of financial transactions and the financial position of the Corporation. The Director of Finance will consult in the preparation of the annual budget; and will perform such other duties as may from time to time be established by the Board.

### 6.3 Delegation of Duties – At the discretion of the Officer and with approval by Ordinary Resolution of the Board, any Officer may delegate any duties of that office to appropriate staff or committee of the Corporation, or to another Director.

### 6.4 Removal –

- a) The President may be removed by Ordinary Resolution at a meeting of the Members, provided the President has been given notice of and the opportunity to be present and to be heard at the meeting where such Ordinary Resolution is put to a vote. If the President is removed by the Members, his or her position as a Director will automatically and simultaneously be terminated.
- b) Officers, other than the President, may be removed from their respective offices as Officers by ordinary resolution of the Board.

### 6.5 Vacancy –

- a) Where the position of an Officer, excluding the President, becomes vacant for whatever reason and there is still a quorum of Directors, the Board may, by Ordinary Resolution, appoint a qualified individual to fill the vacancy until the next Annual General Meeting.

- b) If the President position becomes vacant, the Vice-President shall become President and the Board may appoint a replacement for the position of Vice-President from among the Directors until the next Annual General Meeting.

6.6 Other Officers – The Board may determine other Officer positions and appoint individuals to fill those positions. Other Officers need not be Directors.

## **VII COMMITTEES**

7.1 Appointment of Committees - The Board may appoint such committees as it deems necessary for managing the affairs of the Corporation and may appoint members of committees or provide for the election of members of committees, may prescribe the duties and terms of reference of committees, and may delegate to any Committee any of its powers, duties, and functions.

7.2 Vacancy - When a vacancy occurs on any committee, the Board may appoint a qualified individual to fill the vacancy for the remainder of the Committee's term.

7.3 President Ex-officio - The President will be an ex-officio non-voting member of all Committees of the Corporation.

7.4 Removal - The Board may remove any member of any committee.

7.5 Debts - No Committee will have the authority to incur debts in the name of the Corporation.

## **VIII FINANCE AND MANAGEMENT**

8.1 Fiscal Year - Unless otherwise determined by the Board, the fiscal year of the Corporation will be April 1<sup>st</sup> to March 31<sup>st</sup>.

8.2 Bank: The banking business of the Corporation will be conducted at such financial institution as the Board may determine.

8.3 Auditors - At each Annual Meeting the Members will appoint an auditor to audit or conduct a review engagement of the books, accounts and records of the Corporation in accordance with the Act. The auditor will remain in place until the next Annual Meeting. The auditor will not be an employee, Officer, or Director of the Corporation and must be permitted to conduct an audit or review engagement of the Corporation.

8.4 Annual Financial Statements - The Directors will approve financial statements (evidenced by signature of the President and one or more Directors) of the Corporation of the last fiscal year of the Corporation but not more than six (6) months before the Annual Meeting and present the approved financial statements before the Members at every Annual Meeting.

8.5 The Financial Statements will include:

- a) The financial statements;
- b) Any further information respecting the financial position of the Corporation.

8.6 Books and Records - The necessary books and records of the Corporation required by applicable law will be necessarily and properly kept.

8.7 Property -The Corporation may acquire, lease, sell, or otherwise dispose of securities, lands, buildings, or other property, or any right or interest therein, for such consideration and upon such terms and conditions as the Board may determine.

8.8 Borrowing - The Board may from time to time:

- a) Borrow money on the credit of the Corporation;
- b) Issue, reissue, sell or pledge debt obligations including bonds, debentures, debenture stock, notes or other like liabilities (whether secured or unsecured) of the Corporation;
- c) Give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and

- d) Charge, mortgage, hypothecate, or pledge all or any currently owned or subsequently acquired real or personal, moveable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertakings, to secure any debt or liability of the Corporation.

8.9 Borrowing Restriction - The Members may, by Special Resolution, restrict the borrowing powers of the Board but a restriction so imposed expires at the next Annual Meeting.

#### **Remuneration**

8.10 No Remuneration - All Directors, Officers and members of Committees will serve their term of office without remuneration (unless approved by at a meeting of Members) except for reimbursement of expenses as approved by the Board.

#### **Conflict of Interest**

8.11 Conflict of Interest - A Director, Officer or member of a Committee who has an interest, or who may be perceived as having an interest, in a proposed contract or transaction with the Corporation will disclose fully and promptly the nature and extent of such interest to the Board or Committee, as the case may be, will refrain from voting or speaking in debate on such contract or transaction, will refrain from influencing the decision on such contract or transaction, and will otherwise comply with the requirements of the Act regarding conflict of interest and any Board approved Conflict of Interest Policy.

### **IX AMENDMENT OF BY-LAWS**

#### **9.1 Voting**

a) By a simple majority of the voting Members present at a meeting duly called to amend, revise or repeal these Bylaws.

b)

i. By Ordinary Resolution of the Board. Any By-law amendments will be submitted to the Members at the next meeting of Members and the voting Members may confirm, reject or amend the By-laws by Ordinary Resolution.

ii. Proposed amendments will not be accepted from the floor of the meeting.

9.2 Effective Date - By-laws amendments are effective immediately at the close of the meeting unless otherwise indicated in the amendment motion itself.

### **X NOTICE**

10.1 Written Notice- In these By-laws, written notice will mean notice which is hand-delivered or provided by mail, fax, electronic mail or courier to the address of record of the individual, Director, Officer, or Member, as applicable.

10.2 Date of Notice - Date of notice will be the date on which receipt of the notice is confirmed verbally where the notice is hand-delivered, electronically where the notice is faxed or emailed, or in writing where the notice is couriered, or in the case of notice that is provided by mail, five (5) days after the date the mail is post-marked

10.3 Error in Notice- The accidental omission to give notice of a meeting of the Board or of the Members, the failure of any Director or Member to receive notice, or an error in any notice which does not affect its substance will not invalidate any action taken at the Meeting.

### **XI INDEMNIFICATION**

11.1 Will Indemnify - The Corporation will indemnify and hold harmless out of the funds of the Corporation each Director and any individual who acts at the Corporation's request in a similar capacity, their heirs, executors and administrators from and against any and all claims, charges, expenses, demands, actions or costs, including an amount paid to settle an action or satisfy a judgment, which may arise or be incurred as a result of occupying the position or performing the duties of a Director or and any individual who acts at the Corporation's request in a similar capacity.

11.2 Will Not Indemnify - The Corporation will not indemnify a Director or any individual who acts at the Corporation's request in a similar capacity for acts of fraud, dishonesty, bad faith, breach of any statutory



duty or responsibility imposed upon him or her under the Act. For further clarity, the Corporation will not indemnify an individual unless:

- a) The individual acted honestly and in good faith with a view to the best interests of the Corporation; and
- b) If the matter is a criminal or administrative proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that his or her conduct was lawful.

11.3 Insurance - The Corporation will, at all times, maintain in force reasonable insurance including Directors and Officers liability insurance.

## **XII ADOPTION OF THESE BY-LAWS**

12.1 Ratification – These By-laws were passed and enacted by Ordinary Resolution on October 15, 2016.

12.2 Repeal of Prior By-laws – In ratifying these By-laws, all prior By-laws of the Corporation shall be repealed provided that such repeal does not impair the validity of any action done pursuant to the repealed By-laws.