



Greater Niagara Baseball Association

Constitution

Updated 2024



ARTICLE I GENERAL

- 1.1 Name – The name of the Organization shall be "The Greater Niagara Baseball Association Inc."
- 1.2 Objective and Purpose - The objective and purpose of the Association shall be:
- (a) To foster and improve the game of baseball for minor age groups in the City of Niagara Falls.
 - (b) To organize and operate a baseball program in the municipality.
 - (c) To instruct and practice the code of good sportsmanship while endeavouring to improve the playing ability and provide recreation through the operation of its baseball program.
- 1.3 Definitions – The following terms have these meanings in this Constitution:
- a) *Board* – the Board of Directors of the Greater Niagara Baseball Association (GNBA).
 - b) *Days* – days including weekends and holidays.
 - c) *Director* – an individual elected or appointed to serve on the Board pursuant to this Constitution.
 - d) *Extraordinary Resolution* – a resolution passed by not less than eighty (80) percent of the votes cast on that resolution.
 - e) *In Writing* – shall include both hard copy and electronic communication in a form determined appropriate by the Board.
 - f) *Life Member* – an individual who has served at least 10 (ten) years of service as a member in good standing with the GNBA.
 - g) *Officer* – an individual elected or appointed to serve as an Officer of the GNBA pursuant to this Constitution.
 - h) *Ordinary Resolution* – a resolution passed by a majority of the votes cast on that resolution or consented to by all voting Members entitled to vote on that resolution.
 - i) *Special Resolution* – a resolution passed by not less than two-thirds of the votes cast on that resolution. Special Resolutions considered by the Members must be submitted to a Special Meeting of the Members unless each Member present at the meeting consents to the resolution.
- 1.4 Registered Office – The registered office of the GNBA will be located within the Province of Ontario.
- 1.5 No Gain for Members – The GNBA will be carried on without the purpose of gain for its Members and any profits or other accretions to the GNBA will be used in promoting its objects.

1.6 Ruling on the Constitution – Except as provided Ontario’s Not-for-Profit Corporations Act (the Act), the Board will have the authority to interpret any provision of this Constitution that is contradictory, ambiguous, or unclear, provided such interpretation is consistent with the objects of the GNBA.

1.7 Conduct of Meetings – Unless otherwise specified in this Constitution, meetings of the 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 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.

ARTICLE II MEMBERSHIP

2.1 Approved Member – Membership in the GNBA shall be composed of all persons, residents of the City of Niagara Falls, including non-residents who have been a coach in good standing for the previous three consecutive years, and agrees to abide and comply with the Constitution, By-Laws, Policies, rules and regulations of the Association.

Authority of Members

2.2 Membership Authority – The Members of the GNBA will have the following powers:

- a) To amend the Constitution
- b) To appoint the Auditor
- c) To elect Directors; and
- d) As provided in the Act and this Constitution.

Admission and Renewal of Members

2.3 Admission and Renewal of Members – To be admitted or renewed as a Member if:

- a) The candidate member makes an application for membership in a manner prescribed by the GNBA.
- b) The candidate member was previously a Member, the candidate member was a Member in good standing when the candidate ceased to be a Member;
- c) The candidate member has paid fees as prescribed by the Board.
- d) If the candidate member is a director, the candidate member is not an employee or contractor receiving \$500 or more in compensation from the GNBA.
- e) The candidate member agrees to uphold and comply with the GNBA’s governing documents.
- f) The candidate member meets any other condition of membership determined by the Board.
- g) The candidate member has met the applicable definition listed in Section 2.1; and
- h) The candidate member has been approved by Ordinary Resolution by the Board or by any committee or individual delegated this authority by the Board.

Member Association Fees and Duration

2.4 Duration – Unless otherwise determined by the Board, membership with the GNBA begins on the date the Board accepts the member’s registration and ends on December 31st of the same year, or when the member resigns or is terminated from membership.

2.5 Fees – \$1.00 (one dollar) payable at the Annual Meeting. Life Members of the GNBA are exempt from the annual membership fee. Additional membership fees, if any, will be determined by the Board.

2.6 Deadline – Members will be notified in writing of the membership fees at any time payable, and if the membership fees are not paid within sixty (60) days of the membership renewal date or notice of default, the Member in default will automatically cease to be a Member of the GNBA.

Transfer, Suspension, and Termination of Membership

2.7 Transfer – Membership in the GNBA is non-transferable.

2.8 Suspension – A Member may be suspended, pending the outcome of a discipline hearing in accordance with the GNBA’s policies related to discipline, or by Special Resolution of the Board at a meeting of the Board provided the Member has been given notice of and the opportunity to be heard at such meeting.

2.9 Effects of Suspension – A suspended Member is not in good standing, may not vote at meetings of the Members, is not permitted to have any sport-related involvement with the GNBA, and may be subject to a probationary period before being reinstated to good standing.

2.10 Termination – Membership in the GNBA will terminate immediately upon:

- a) The expiration of the Member’s membership, unless renewed in accordance with this Constitution.
- b) The Member fails to maintain any of the qualifications or conditions of membership described in Section 2.1 of this Constitution.
- c) Resignation by the Member by giving written notice to the GNBA.
- d) Dissolution of the GNBA.
- e) A decision made by the Board (or designate) or a disciplinary panel in accordance with this Constitution or the GNBA’s policies.
- f) The Member’s death, as applicable; or
- g) By Ordinary Resolution of the Board or of the Members at a duly called meeting, provided fifteen (15) days’ notice is given and the Member is provided with reasons and the opportunity to be heard. Notice will set out the reasons for termination of membership and the Member receiving the notice will be entitled to submit a written submission opposing the termination.

2.11 May Not Resign – A Member may not resign from the GNBA when the Member is subject to disciplinary investigation or action by the GNBA.

2.12 Arrears – A Member will be expelled from the GNBA for failing to pay membership dues or monies owed to the GNBA by the deadline dates prescribed by the Board. Any dues, subscriptions, or other monies owed to the GNBA by suspended or expelled Members will remain due.

2.13 Discipline – A Member may be disciplined in accordance with the GNBA’s policies and procedures relating to the discipline of Members or, upon fifteen (15) days’ written notice to a Member the Board may pass a resolution authorizing disciplinary action or the termination of membership for violating any provision of the articles or Constitution. The notice shall set out the reasons for the disciplinary action or termination of membership. The Member receiving the notice shall be entitled to give the Board a written submission opposing the disciplinary action or termination not less than five (5) days before the end of the 15-day period. The Board shall consider the written submission of the Member before making a final decision regarding disciplinary action or termination of membership.

Good Standing

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

- a) Has not been suspended or expelled from membership or had other membership restrictions or sanctions imposed.
- b) Has completed and remitted all documents as required by the GNBA.
- c) Has complied with the Constitution, By-Laws, and rules of the GNBA.
- d) Is not subject to a disciplinary investigation or action by the GNBA, or if subject to disciplinary action previously, has fulfilled all terms and conditions of such disciplinary action to the satisfaction of the Board; and
- e) Has paid all required membership fees.

2.15 Privileges of Good Standing - Subject to this Constitution and other governing documents of the GNBA, Members in good standing may be entitled to the following privileges:

- a) To attend, participate, and vote at meetings of the Members.
- b) To participate in the GNBA’s activities; and
- c) To participate in other events associated with the GNBA.

2.16 Cease to be in Good Standing – Members that cease to be in good standing, as determined by the Board (or designate) 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.

Lifetime Membership

2.17 Nomination – An individual who meets the definition of a Life Member in section 1.3 shall be accepted into Lifetime Membership with the GNBA upon the passing of a motion by Ordinary Resolution at an Annual Meeting. Nomination(s) of individual(s) for Lifetime Membership can only be made by a current Life Member (as listed in the association’s records), or the President. Elected Life Members are members of the Board for the purposes of paragraph 4.1(h).

ARTICLE III MEETINGS OF MEMBERS

3.1 Annual Meeting – The GNBA 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 six (6) months of the GNBA’s fiscal year end. Any Member, upon request, will be provided, not less than ten (10) days before the annual meeting, with a copy of the financial statements.

3.2 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 thirty percent (30%) or more of the voting Members for any purpose connected with the affairs of the GNBA within twenty-one (21) days from the date of the deposit of the requisition.

3.3 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 permit all participants to communicate adequately with each other during the meeting if the GNBA makes such means available. A person so participating in a meeting is deemed to be present at the meeting. The Board 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.

3.4 Notice – Written or electronic notice of the date of the Annual Meeting of the Members will be given to all Members in good standing, and Directors, at least ten (10) days and not more than fifty (50) days prior to the date of the meeting. Further notice will be provided ten (10) days prior to the date of the meeting containing a proposed agenda and reasonable information to permit Members to make informed decisions.

3.5 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.

3.6 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.

3.7 New Business – 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 thirty (30) 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.

3.8 Quorum – Ten (10) Members present 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.

3.9 Scrutineers – At the beginning of each meeting, the Board may appoint one or more scrutineers who will be responsible for ensuring that votes are properly cast and counted should a vote be required.

3.10 Adjournments – With the majority consent of the Members present and after 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.

3.11 Attendance – The only persons entitled to attend a meeting of the Members are the Members, the Directors, Life Members, the auditors of the GNBA (or the person who has been appointed to conduct a review engagement, if any), and others who are entitled or required under any provision of the Act to be present at the meeting. Any other person may be admitted only if invited by the Chair or with the majority consent of the Members present.

3.12 Chair – The President will be the Chair of all meetings. In the case of the President's absence the 1st VP shall become the chair of any meetings of the Members. In the case of their absence, the board shall appoint a chair for that meeting.

Voting at Meetings of Members

3.13 Voting Rights – Members in good standing at the time of the meeting of the Members at which a vote is to be taken have the following voting rights at all meetings of the Members:

- a) Approved Members have one vote each.

3.14 Voting Powers – Each voting Member votes on every issue. For further clarity, Members who are Directors vote during elections (which includes a sitting Director who is a Member voting on the issue of their re-election, if applicable).

3.15 Record Date for Voting – The Board may set a date as the record date for the purpose of determining Members entitled to vote at any meeting of Members. The record date must not precede the date on which the meeting is to be held by more than ten (10) days. If no record date is set, the record date is 5:00pm on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

3.16 Proxy Voting – Proxy voting is not permitted.

3.17 Voting by Mail or Electronic Means – A Member may vote by electronic means if:

- a) The GNBA has made available a procedure that permits voting by electronic means.
- b) The votes may be verified as having been made by the Member entitled to vote; and
- c) The GNBA is not able to identify how each Member voted.

3.18 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.

3.19 Majority of Votes – Except as otherwise provided in these By-laws, an Ordinary Resolution will decide each issue. In the case of a tie, the issue is defeated.

ARTICLE IV GOVERNANCE

Composition of the Board

4.1 Directors – The Board will consist of up to eighteen (18) Director positions plus Life Members:

- a) President
- b) 1st Vice President
- c) Treasurer
- d) Secretary

- e) Registrar
- f) Seven (7) Conveners
- g) Up to six (6) Directors-at-Large
- h) Life Members

4.2 Number of Directors – At least sixty (60) days prior to a meeting of the Members at which Directors will be elected, the Board will determine the number of Director positions on the Board provided that:

- a) The Board has been empowered by the Members, by Special Resolution, to determine the number of Director positions.
- b) The determination of the number of Directors on the Board does not have the effect of shortening the term of a sitting Director.

4.3 Directors-at-Large – Directors-at-Large will be appointed, by the Board, to serve as Directors of various portfolios related to the operations of the GNBA (e.g., Convenor, etc.). Directors-at-Large may have more than one portfolio and may be assigned and removed duties by Ordinary Resolution of the Board.

Eligibility of Directors

4.4 Eligibility – To be eligible to serve as a Director, an individual must:

- a) Be eighteen (18) years of age or older.
- b) Not be a paid employee or contractor of the GNBA.
- c) Not have been found under the *Substitute Decisions Act, 1992* or under the *Mental Health Act* to be incapable of managing property.
- d) Have not been declared incapable by a court in Canada or in another country; and
- e) Not have the status of bankrupt.

4.5 Officer Eligibility – To be eligible for election as one of the Officer positions (President, 1st Vice President, Treasurer, or Secretary), an individual must have served at least one (1) year as a Director, unless otherwise determined by the Board.

Election of Directors

4.6 Nomination – Any nomination of an individual for election as a Director will and;

- a) Include the written consent of the nominee by signed or electronic signature;
- b) Be submitted to the Registered Office of the GNBA at least ten (10) days prior to the Annual Meeting. This timeline may be extended by Ordinary Resolution of the Board.

4.7 Nominations from the Floor – If a position on the Board is up for election, an individual will be permitted to be nominated from the floor for that position at a meeting of the Members. Such nomination will require a nominator from the voting Members present and will also require the nominee's attendance at the meeting and verbal or written acceptance of the nomination by the individual.

4.8 Circulation of Nominations – Valid nominations will be circulated to Members at the Annual Meeting prior to the election for the role.

4.9 Election – At each meeting of the Members at which elections are held, elections will be held for any vacant position or position for which the incumbent Director’s term is expiring. If a position is vacant, it will be up for election for the remainder of term as laid out in 4.10

4.10 Election – Directors will be elected at each Annual Meeting as follows:

- a) Officers will be elected at alternate Annual Meetings to those listed in sub-section b and shall serve 2 years beginning at the 2024 AGM.
- b) Registrar, Conveners and Directors-at-Large will be elected at alternate Annual Meetings to those listed in sub-section a. and will serve a 2-year term beginning at the 2025 AGM.
- c) The GNBA Board of Directors as defined within this Constitution, shall reserve the right to reduce the term to one (1) year should the appointed individual, in their opinion, fail to meet the requirements and duties of the position. Should the term be reduced, the President reserves the right to appoint a new member to fill the position for the remaining one (1) year of the term at which point the position will be up for re-election.

4.11 Officer Elections – Elections for each officer position will be decided by Ordinary Resolution of the Members in accordance with the following:

- a) One Valid Nomination – Winner elected by Ordinary Resolution.
- b) Two or More Valid Nominations – The nominee(s) receiving the greatest number of votes and Ordinary Resolution will be elected. In the case of a tie, the nominee receiving the fewest votes will be deleted from the list of nominees and a second vote will be conducted. If there continues to be a tie and more nominees than positions, the nominee receiving the fewest votes will be deleted from the list of nominees until there remains the appropriate number of nominees for the position(s) or until a winner is declared.

4.12 Registrar, Conveners and Director-at-Large Elections – Elections for Registrar, Conveners and Director-at-Large positions will be decided by Ordinary Resolution of the Members in accordance with the following:

- a) Equal number of Nominations and Available Positions – Winners elected by Ordinary Resolution.
- b) More Nominations than Available Positions – The nominee(s) receiving the greatest number of votes and Ordinary Resolution will be elected. In the case of a tie, the nominee receiving the fewest votes will be deleted from the list of nominees and a second vote will be conducted. If there continues to be a tie and more nominees than positions, the nominee receiving the fewest votes will be deleted from the list of nominees until there remains the appropriate number of nominees for the position(s) or until a winner is declared.

4.13 Post-Election Eligibility – An elected Director who does not meet the eligibility requirements for election as Director will have fourteen (14) days to become eligible for the position or will be removed as a Director of the GNBA.

Terms and Consent

4.14 Terms – Directors shall assume control immediately upon their election and will 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.

4.15 Director Consent – An individual who is elected or appointed to be a Director must consent in writing to hold office as a Director before or within ten (10) days of their election or appointment. Any individual who does not provide consent within the time limit is not a Director and is deemed not to have been elected or appointed to hold office as a Director. The requirement to consent does not apply to a Director who is re-elected or reappointed when there has been no break in their term of office.

Appointment of Appointed Director

4.16 Appointment – The Board may appoint directors and officers upon Ordinary Resolution of the Board after the GNBA's Annual Meeting on an annual basis.

4.17 Vacancy of Appointed Director – Where the position of an Appointed Director becomes vacant for whatever reason, the Board may appoint a qualified individual to fill the vacancy for the remainder of the term until such time as a new Appointed Director is appointed in accordance with this Constitution.

Resignation and Removal of Directors

4.18 Resignation – A Director may resign from the Board at any time by presenting their notice of resignation to the Board. This resignation will become effective the date on which the notice is received by the Secretary or at the time specified in the notice, whichever is later. When a Director who is subject to a disciplinary investigation or action of the GNBA resigns, that Director will nonetheless be subject to any sanctions or consequences resulting from the disciplinary investigation or action.

4.19 Vacate Office – The office of any Director will be vacated automatically if:

- a) The Director resigns.
- b) The Director is found to be incapable of managing property by a court or under Ontario law.
- c) The Director is found by a court to be incapable.
- d) The Director becomes bankrupt; or
- e) The Director dies.

4.20 Removal – An elected Director may be removed by Ordinary Resolution of the Members at a Special Meeting of the Members provided the Director has been given reasonable written notice of, and the opportunity to be present and to be heard at, such a meeting.

Filling a Vacancy on the Board

4.21 Vacancy – When 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 position for the remainder of the term. Alternatively, the Board may decide, by Ordinary Resolution, that one or more Directors will execute the duties of the vacant Director position for the remainder of the unexpired term. If a Director is removed by the Members at a meeting of the Members, the Members may elect a Director to fill the unexpired term at the same meeting.

Meetings of the Board

4.22 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 three (3) Directors.

4.23 Chair – The President will be the Chair of all meetings of the Board unless another individual is designated to be the Chair by the President. In the absence of the President, or if the meeting of the Board was not called by the President, the Board will appoint an individual to Chair the meeting.

4.24 Notice – Written notice, served other than by mail, of meetings of the Board will be given to all Directors at least five (5) days prior to the scheduled meeting. Notice served by mail will be sent at least ten (10) 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 GNBA.

4.25 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).

4.26 Number of Meetings – The Board will hold at least six (6) meetings per year.

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

4.28 Voting – Each Director is entitled to one vote. Voting will be by a show of hands, written, or orally unless at least one (1) Director present requests a secret ballot. Resolutions will be passed by Ordinary Resolution. In the case of a tie, the resolution is defeated.

4.29 No Alternate Directors – No person shall act for an absent Director at a meeting of the Board.

4.30 Written Resolutions – A resolution in writing signed by all the Directors is as valid as if it had been passed at a meeting of the Board.

4.31 Attendance at Meetings – Meetings of the Board will be closed to Members and the public except by invitation of the Board.

4.32 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. Additionally, for an in-person meeting of the Board, a Director may, if all the Directors of the GNBA consent, participate in a meeting of the Directors by telephonic or electronic means provided that all participants are able to adequately communicate during the meeting.

Duties of Directors

4.33 Standard of Care – Every Director will:

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

Powers of the Board

4.34 Powers of the GNBA – Except as otherwise provided in these By-laws, the Board has the powers of the GNBA and may delegate any of its powers, duties, and functions.

4.35 Empowered – The Board is empowered, including but not limited to:

- a) Make or modify policies and procedures or manage the affairs of the GNBA for the purpose of furthering the objects and purposes of the GNBA in accordance with this Constitution;
- b) Make or modify policies and procedures relating to the discipline of Members and Registrants, and have the authority to discipline Members and Registrants in accordance with such policies and procedures;
- c) Make or modify policies and procedures relating to the management of disputes within the GNBA 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 GNBA;
- e) Determine registration procedures, determine membership fees, and determine other registration requirements;
- f) Enable the GNBA to receive donations, benefits, bequests, distribution of investment capital and income for the purpose of furthering the objects and purposes of NDBA;
- g) Make expenditures for the purpose of furthering the objects and purposes of the GNBA;
- h) Invest funds for the purpose of furthering the objects and purposes of the GNBA;
- i) Manage the GNBA's assets and resources expenditures for the purpose of furthering the objects and purposes of the GNBA;
- j) Borrow money upon the credit of the GNBA as it deems necessary in accordance with these By-laws; and
- k) Perform any other duties from time to time as may be in the best interests of the GNBA.

ARTICLE V OFFICERS

5.1 Composition – The Officer positions are the President, Vice President, Secretary, and Treasurer.

5.2 Duties – The duties of Officers are as follows:

- a) The President will be the chair of the Board, will preside at the Annual and Special Meetings of the GNBA and at meetings of the Board unless otherwise designated, will be the official spokesperson of the GNBA, and will perform such other duties as may from time to time be established by the Board. They may call a special meeting of the GNBA or Board of Directors by giving forty-eight (48) hours' notice. The President shall be the primary liaison to all outside organizations unless appointed to another Board member. The President shall generally superintend the business of the GNBA.
- b) The Vice President will perform duties of the President in the Presidents' absence. Shall be the Over-All Series Convenor in all travel divisions run by the GNBA and shall chair the Discipline Committee on all matters pertaining to those divisions.
- c) The Secretary shall keep an accurate record of the proceedings of the GNBA, and Board of Directors, notify each Board member of the time and place of each meeting, and conduct all correspondence of the GNBA.

- d) The Treasurer shall keep an accurate record of all monies received and disbursed by the GNBA. All disbursements shall be made by cheque and shall require the signature of the Treasurer and President or the Vice President in their absence. Shall liaise and coordinate with the Auditor during any audit or review engagement.

5.3 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 GNBA, or to another Officer or Director.

5.4 Other Officers – The Board may determine other Officer positions and appoint individuals to fill those positions. Other Officers need not be Directors and would not be members of the Board.

ARTICLE VI REGISTRANTS

6.1 Registrants – The GNBA has the following categories of Registrants, who are not necessarily Members, but who must register with the GNBA and pay fees as determined by the Board (or, if the Registrant is younger than 18 years old, who must have a parent/guardian register and pay fees on behalf of the Registrant):

- a) Athlete – An individual who participates with a member association as a player.
- b) Coach – An individual who participates with a member association as a coach.
- c) Official – An individual who umpires games with the Corporation.
- d) Director - An individual elected or appointed as a Director of the Corporation.

Term

6.2 Year – Unless otherwise determined by the Board, the registration term of Registrants begins on the date the Board accepts the Registrant’s registration and ends on December 31st , of the same year or when the Registrant resigns or is terminated from registration.

Fees

6.3 Fees - Registrant fees will be determined annually by the Board.

6.4 Deadline – Registrants will be notified in writing of the fees payable, and if they are not paid within sixty (60) days of a date specified by the Board, the Registrant in default may be removed as a Registrant with the GNBA.

Discipline

6.5 Discipline – A Registrant may be suspended or expelled from the GNBA in accordance with the Constitution, By-Laws, policies, and procedures relating to discipline of Registrants.

6.6 May Not Resign – A Registrant may not resign from the Corporation if the Registrant is subject to disciplinary investigation or action.

Status

6.7 Expulsion and Resignation – A Registrant ceases to be a Registrant if:

- a) The Registrant fails to maintain any of the qualifications or conditions of being a Registrant described in Section 6.1;

- b) The Registrant resigns from the GNBA by giving written notice to the GNBA in which case the resignation becomes effective on the date specified in the resignation. The Registrant will be responsible for all fees payable until the actual withdrawal becomes effective;
- c) The Registrant fails to pay fees owed to the GNBA by the deadline dates prescribed in Section 6.4;
- d) The Registrant fails to comply with GNBA's registration policies or applicable policies;
- e) The Registrant's term of registration expires; or
- f) The GNBA is liquidated.

Good Standing

6.8 Definition - A Registrant with the GNBA will be in good standing provided that the Registrant:

- a) Has not ceased to be a Registrant;
- b) Has not been suspended, resigned or been expelled, or had other restrictions or sanctions imposed;
- c) Has completed and remitted all documents as required by the GNBA;
- d) Has complied with the Constitution, By-Laws, policies, procedures, rules and regulations of the GNBA;
- e) Is not subject to a disciplinary investigation or action by the GNBA, 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 fees to the GNBA.

6.9 Cease to be in Good Standing – Registrants who cease to be in good standing may have privileges suspended and will not be entitled to the benefits and privileges of registration until such time as the Board is satisfied that the Registrant has met the definition of good standing.

ARTICLE VI COMMITTEES

Committees

- 7.1 Appointment of Standing and Ad-Hoc Committees – The Board may appoint such standing and ad-hoc committees as it deems necessary for managing the affairs of the GNBA. The Board may appoint and remove members of these committees or provide for the election of members of these committees, may prescribe the duties and terms of reference of these committees, and may delegate to any of these committees any of its powers, duties, and functions.
- 7.2 Composition – The Board may appoint and remove any member of a standing or ad-hoc committee at any time and for any reason.
- 7.3 President Ex-officio – The President (or their appointed designate) will be an ex-officio and non-voting member of all standing and ad-hoc committees of the GNBA.
- 7.4 Debts – No committee will have the authority to incur debts in the name of GNBA.

ARTICLE VIII FINANCE AND MANAGEMENT

8.1 Fiscal Year – Unless otherwise determined by the Board, the fiscal year of the GNBA will be October 1st to September 30th.

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

8.3 Auditors - At each Annual Meeting the Members may appoint an auditor to audit or conduct a review engagement of the books, accounts and records of the GNBA in accordance with the Act. The auditor will hold office 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 under the Public Accounting Act, 2004, as amended. When the GNBA's revenue for the previous fiscal year was less than the amount prescribed in the Act, the Members may decline, by Extraordinary Resolution, to appoint an auditor. Alternatively, when the GNBA's revenue for the previous fiscal year was greater than the amount prescribed in the Act, the Members may, by Extraordinary Resolution, chose to conduct a review engagement in lieu of an audit.

8.4 Annual Financial Statements – The Directors will approve financial statements (evidenced by signature of one or more Directors) of the GNBA of the last fiscal year of the GNBA but not more than six (6) months before the Annual Meeting and present the approved financial statements before the Members at every Annual Meeting. A copy of the Annual Financial Statements will be provided to any Member requesting a copy of the Financial Statements not less than twenty-one (21) days before the Annual Meeting. The Financial Statements will include:

- a) The financial statements;
- b) The auditor's report or review engagement (if any); and
- c) Any further information respecting the financial position of GNBA.

8.5 Books and Records – The necessary books and records of the GNBA required by these By-laws or by applicable law will be necessarily and properly kept. The books and records include, but are not limited to:

- a) The GNBA's articles, Constitution, and By-Laws;
- b) The minutes of meetings of the Members and of any committee of Members;
- c) The resolutions of the Members and of any committee of Members;
- d) The minutes of meetings of the Directors or any committee of Directors;
- e) The resolutions of the Directors and of any committee of Directors;
- f) A register of Directors;
- g) A register of Officers;
- h) A register of Members; and
- i) Account records adequate to enable the Directors to ascertain the financial position of the GNBA on a quarterly basis.

8.6 Minutes of meetings of the Board and Board Resolutions – Minutes of meetings of the Board and Board Resolutions are confidential and may only be open for inspection by Members in good standing by request to the Board.

8.7 Signing Authority – The signing authority of the GNBA shall be vested in the President and Treasurer of the GNBA along with one other person as designated by the Board by Ordinary Resolution.

The signatures or electronic authorization of any two of these Officers or persons shall be required on any financial instrument of the GNBA.

8.8 Property – The GNBA 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. Authorization of the acquisition, lease, sale, or otherwise dealing with real property transactions shall require the approval of a Special Resolution by the Members.

8.9 Borrowing – The GNBA may borrow funds under such terms and conditions as the Board may determine, as permitted by the Act.

8.10 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

8.11 No Remuneration – All Directors, Officers and members of committees will serve their term of office without remuneration (unless approved at a meeting of the Members) except for reimbursement of expenses as approved by the Board. This section does not preclude a Director or member of a committee from providing goods or services to the GNBA under contract or for purchase. Any Director or member of a committee will disclose the conflict/potential conflict in accordance with these By-laws.

Conflict of Interest

8.12 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 GNBA 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.

ARTICLE IX AMENDMENT OF THE CONSTITUTION

9.1 Voting – Subject to Article XIII (when applicable), this Constitution may only be amended, revised, repealed or added to by:

- a) Ordinary Resolution of the Board. The new, amended, or revised Constitution is effective until the next meeting of the Members and, except for those amendments that are considered fundamental changes, the voting Members may confirm, reject or amend the Constitution by Ordinary Resolution. A new, amended, or revised Constitution that is not ratified by the Members ceases to have effect and no new Constitution of the same or like substance has any effect until ratified at a meeting of the Members; or
- b) A Member entitled to vote who may make a proposal to make, amend, or repeal provision of the Constitution which requires at least thirty (30) days' notice. The new, amended, or repealed provision of the Constitution will be submitted to the Members at the next meeting of Members and, except for those amendments that are considered fundamental changes, the voting Members may confirm, reject or amend the amendment(s) by Ordinary Resolution.

ARTICLE X NOTICE

10.1 Written Notice – In this Constitution, written notice will mean notice which is hand-delivered or provided by mail, electronic mail or courier to the address of record of the individual, Director, Officer, or Member, as applicable. It is the obligation of the Director, Officer or Member (as applicable) to provide a current address for notification under this provision to the Board.

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.

ARTICLE XI DISSOLUTION

11.1 Dissolution – Upon dissolution of the GNBA and after payment of all debts and liabilities, its remaining property shall be distributed to charitable organizations which carry on their work solely in the province of Ontario, as determined by the Board.

ARTICLE XII INDEMNIFICATION

12.1 Will Indemnify – The GNBA will indemnify and hold harmless out of the funds of the GNBA each Director and any individual who acts at the GNBA'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 and/or any individual who acts at the GNBA's request in a similar capacity.

12.2 Will Not Indemnify – The GNBA will not indemnify a Director or any individual who acts at the GNBA's request in a similar capacity for acts of fraud, dishonesty, bad faith, breach of any statutory duty or responsibility imposed upon them under the Act. For further clarity, the GNBA will not indemnify an individual unless:

- a) The individual acted honestly and in good faith with a view to the best interests of the GNBA; 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 their conduct was lawful.

12.3 Insurance – The GNBA will maintain in force Directors and Officers liability insurance at all times.

ARTICLE XIII FUNDAMENTAL CHANGES

13.1 Fundamental Changes – A Special Resolution of all Members (whether voting or non-voting) is required to make the following fundamental changes to the Constitution or articles of the GNBA. Fundamental Changes are defined as follows:

- a) Change the GNBA's name;
- b) Add, change or remove any restriction on the activities that the GNBA may carry on;

- c) Create a new category of Members;
- d) Change a condition required for being a Member;
- e) Change the designation of any category of Members or add, change or remove any rights and conditions of any such category;
- f) Divide any category of Members into two or more categories and fix the rights and conditions of each category;
- g) Add, change or remove a provision respecting the transfer of a membership;
- h) Increase or decrease the number of, or the minimum or maximum number of, Directors;
- i) Change the purposes of the GNBA;
- j) Change to whom the property remaining on liquidation after the discharge of any liabilities of the GNBA is to be distributed;
- k) Change the manner of giving notice to Members entitled to vote at a meeting of Members;
- l) Change the method of voting by Members not in attendance at a meeting of the Members;
or
- m) Add, change, or remove any other provision that is permitted by the Act.

ARTICLE XIV AFFILIATION

14.1 Affiliation - The GNBA shall be affiliated with the Ontario Baseball Association (Baseball Ontario) through the Niagara District Baseball Association (N.D.B.A.). The GNBA shall maintain membership in the Niagara District Baseball Association (N.D.B.A.) and protect its rights as a member of that Association.

ARTICLE XV ADOPTION OF THIS CONSTITUTION

15.1 Ratification – This Constitution was ratified by the Members of the GNBA at a meeting of Members duly called and held on October 23, 2024.

15.2 Repeal of Prior Constitution – In ratifying this Constitution, the Members of the GNBA repeal the prior Constitution of the GNBA provided that such repeal does not impair the validity of any action done pursuant to the repealed Constitution.

