



## SPECIAL BOARD MEETING

July 7, 2021

On 7/7/21 a special board meeting was conducted to discuss the age change. There was a motion to rescind the previously passed motion to move to MN hockey ages. The attached notice of failure to comply and subsequent affiliate agreement signed by SAHA President Brian Raygor and WAHA in 2018, obligates SAHA to follow the rules and regulations of WAHA as it relates to hockey programs, including age levels. The motion to rescind passed.

The following message was sent to the association:

SAHA Members,

After conferring with WAHA, it was brought to our attention that an affiliate agreement was signed by SAHA in 2018 requiring us to align with WAHA bylaws and policies. SAHA bylaws state we must be in good standing with WAHA, and because of this, the board has decided to stay with USA hockey ages for the 2021-2022 season.

Registration for the upcoming season will be open within the next couple of weeks, and we are looking forward to seeing everyone on the ice.

On behalf of the SAHA Board,

Jamie Crimmins  
SAHA

# Wisconsin Amateur Hockey Association, Inc.



## NOTICE OF FAILURE TO COMPLY WITH WAHA REQUIREMENTS

TO: Mr. Kyle Severin  
President  
Superior Amateur Hockey Association

FROM: Dean R. Dietrich  
Dietrich VanderWaal, S.C.  
Legal Counsel  
Wisconsin Amateur Hockey Association

DATE: June 25, 2021

RE: Notice of Non-Compliance with Affiliate Agreement with  
Wisconsin Amateur Hockey Association

Dear Mr. Severin:

The Board of Directors of Wisconsin Amateur Hockey Association is hereby notifying the Superior Amateur Hockey Association that it is not in compliance with the Affiliate Agreement between Wisconsin Amateur Hockey Association, Inc. (“WAHA”) and Superior Amateur Hockey Association (“Superior”). A copy of the Affiliate Agreement is attached to this Notice.

The Board of Directors of WAHA have been advised that the Board of Directors of Superior has taken action to require that the members/skaters of the Association be registered in accordance with the age classifications/groupings established by Minnesota Amateur Hockey Association instead of using the age classifications/groupings that have been established by WAHA for the registering of appropriate teams in the State of Wisconsin.

This action by the Board of Directors of Superior is contrary to the obligations of Superior under the terms of the Affiliate Agreement with WAHA. In particular, Article II – Obligations of Association, Paragraph 2 – 1, Subparagraph A – WAHA Preeminence, provides as follows:

“Local Association shall abide by and act in accord with the Articles of Incorporation, By-Laws, Rules and Regulations, playing rules and decisions of the Board of Directors of WAHA and such documents and decisions shall take precedence over and supersede all governing documents and/or decisions of the Local Association...”

Under these provisions of the Affiliate Agreement, Superior is obligated to follow the rules and regulations of WAHA as it relates to hockey programs (including the age levels for various hockey teams) that are authorized to run in the State of Wisconsin.

The WAHA Board of Directors is giving notice to Superior of its failure to comply with the terms of the Affiliate Agreement. The provisions of the Agreement also provide under Article III – Breach, that “WAHA shall have the right to impose sanctions pursuant to WAHA’s By-Laws and/or terminate (subject to a 30-day right to cure) this Agreement and the status herein granted to Local Association.” This Notice shall constitute the 30-day right to cure notice being provided to Superior Amateur Hockey Association. If Superior does not modify its Board action regarding age levels for various teams that would be authorized by Superior Amateur Hockey Association, the WAHA Board of Directors will consider appropriate sanctions against the Association for such failure. Under the circumstances, Superior Amateur Hockey Association is not considered in good standing with WAHA and may be subject to further sanctions.

If you have questions about this, please feel free to contact me directly at (715) 574-4747.



### AFFILIATE (LOCAL ASSOCIATION) AGREEMENT

This Agreement, is made and entered into this 18 day of June 2018, by and between Wisconsin Amateur Hockey Association ("WAHA") and

Superior Amateur Hockey Association  
(Name of Affiliate/Local Association)

1915 Oakes Ave  
(Address)

Superior WI 54880  
(Municipality and Zip Code)

**Whereas**, Local Association and WAHA wish to associate in the interest of developing and administering the sport of amateur ice hockey within Local Association's geographical jurisdiction, and consistent with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of WAHA; and the Rules and Regulations of USA Hockey;

**Whereas**, this Agreement establishes certain obligations of and grants certain rights to Local Association as an "Affiliate/Local Association" of WAHA. WAHA acknowledges that Local Association is and shall remain a separate entity with complete authority to conduct its affairs and programs, subject only to the express obligations and restrictions contained in this Agreement.

Now, Therefore, WAHA and Local Association hereby mutually covenant and agree as follows:

#### I. JURISDICTION

1.1 WAHA hereby grants to Local Association, subject to the limitations contained herein and federal law, the exclusive jurisdiction (as an "Affiliate/Local Association" under WAHA's By-Laws) to conduct certain of the affairs of WAHA, to assist in the governance of the members of WAHA, and to regulate the sport of amateur ice hockey within the following geographical area:

Superior Northwestern School Districts  
(Describe boundary of Association or include attachment with boundary description, i.e.  School District or \_\_\_\_\_ County(s))  
(Such boundaries are subject to review and approval by the WAHA Board of Directors.)

1.2 WAHA authorizes the Local Association to do the following:

- A. To assess and charge a reasonable membership fee for members within its jurisdiction, in addition to the regular WAHA and USA Hockey fees;
- B. To operate fund-raising programs to support its functions as a Local Association of WAHA, including special charges on paid gate tournaments, games or events sponsored by the Local Association.
- C. To perform and/or provide certain other authorized services or functions to promote and regulate the play of the sport of amateur ice hockey as an Association of WAHA.

1.3 WAHA agrees that it will accept and recognize only those individuals and teams within Association's jurisdiction which hold and continue membership in good standing with the Local Association. Further, WAHA agrees to cooperate with and assist Local Association in the administration of the play of the sport of amateur ice hockey within Local Association's jurisdiction, when such cooperation and assistance is deemed necessary and/or advisable by Local Association and WAHA.

1.4 WAHA agrees to assign Local Association to one of its Regions and Local Association is hereby entitled to participate with any other Local Association within its Region with respect to the affairs of the Region pursuant to the By-Laws and Rules and Regulations of WAHA.

1.5 WAHA shall reasonably cooperate with Local Association in any litigation and provide reasonable support in connection therewith, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not require WAHA to incur any out of pocket expense not reimbursed by Local Association.

## II. OBLIGATIONS OF ASSOCIATION

2.1 Local Association hereby agrees to adopt as official policy and/or By-Laws of its organization, the following:

### A. WAHA Preeminence

Local Association shall abide by and act in accord with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of WAHA, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Local Association. Further, Local Association (i) shall assist WAHA in the administration and enforcement of the provisions of the By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of WAHA, within and upon its members and/or within its jurisdiction and (ii) agrees to be guided by the attached core values of USA Hockey and WAHA.

### B. Indemnity

Local Association shall indemnify and hold harmless WAHA, the Board of Directors of WAHA, the Committees of WAHA, and each member thereof, and all other elected, appointed, employed or volunteer representatives of WAHA from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of Local Association, except to the extent (i) that WAHA or its representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default or (ii) that such acts or omissions were the direct result of compliance with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of WAHA.

### C. Team Membership

All teams of Local Association shall register with WAHA.

### D. Governance

The governance and authority of Local Association shall be vested in a Board of Directors composed of at least three representatives, as determined by the Local Association, selected through an annual democratic election process. A majority of the Board must always be composed of representatives selected by such election process. The officers of Local Association, selected by the membership or the Board of Directors, shall include at least a president, vice president and secretary/treasurer. It is recommended that the terms of directors and officers be staggered.

**E. Equal Opportunity**

Local Association shall provide an equal competitive opportunity, taking into account ability, physical size and other athletic criteria, to amateur athletes, coaches, trainers, managers, administrators, and officials to participate, consistent with the requirements of the Amateur Sports Act of 1978, as amended, in amateur athletic competition without discrimination on the basis of race, color, religion, age, sex, disability or national origin.

**F. Insurance**

Local Association agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy maintained by USA Hockey. Local Association retains the right to obtain whatever additional insurance coverage it may desire, at its own expense, but agrees to name WAHA as an additional insured thereof.

Local Association agrees to use reasonable efforts to purchase, acquire or provide, and maintain in full force and effect at all times, directors' and officers' liability insurance, and (to the extent such insurance is not obtained through USA Hockey) name WAHA as an additional insured thereunder.

**G. Abuse**

Local Association shall adopt policies prohibiting sexual and physical abuse which meet certain minimum criteria established by WAHA (subject to any contrary requirements contained in state or local law applicable to Local Association).

**III. BREACH**

In the event that Local Association shall breach any of the terms and conditions of this Agreement, or any of the By-Laws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of WAHA, WAHA shall have the right to impose sanctions pursuant to WAHA's By-Laws and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to Local Association.

In the event that WAHA shall breach any of the terms and conditions of this Agreement, then Local Association shall have the right to terminate (subject to a 30 day right to cure) this Agreement and the status granted.

**IV. MISCELLANEOUS PROVISIONS**

**A. Notice**

Each party hereby designates (and agrees to notify the other party hereto promptly in the event of a change in such designation) the official representative to whom notice should be given of any and all matters involving WAHA and Local Association as provided for in this Agreement:

1. WAHA SECRETARY  
P.O. Box 348  
Solon Springs, WI 54873
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Amendment**

This Agreement is not subject to any addition, alteration, modification, or amendment, unless that said addition, alteration, modification or amendment is in writing, and signed by both parties.

**C. Severability**

In the event that any article, section, or clause of this Agreement shall be declared illegal or void by a court of competent jurisdiction, the article, section or clause so declared shall be deleted from this Agreement to the extent that it violates the law, or has been declared void. The remaining articles, sections and clauses shall remain in full force and effect throughout the entire term hereof.

**D. Entire Agreement**

This Agreement shall be binding upon both parties hereto, and supersedes all other agreements and understandings by and between the parties hereto.

**E. Governing Law**

This Agreement shall be construed, administered, enforced and interpreted pursuant to the laws of the State of Wisconsin.

**V. TERM**

The term of this Agreement shall be for four (4) years, commencing September 1, \_\_\_\_\_, and renewed annually thereafter, unless (i) either party shall notify the other of an intention to terminate the relationship created by this Agreement no less than sixty (60) days prior to the end of the term provided for above or (ii) earlier terminated for breach as provided herein.

In Witness Whereof, the parties have executed this Agreement by their respective representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**FOR WAHA**

By: *Alan R. Fleming*  
Its: President

\_\_\_\_\_  
(Printed Name)

Date: 12/20/18

**FOR THE LOCAL ASSOCIATION**

By: *Brian Raygor*  
Its: President

Brian Raygor  
(Printed Name)

Date: 6-14-18

**WISCONSIN AMATEUR HOCKEY ASSOCIATION  
CORE VALUES**

1. **GROWTH** — We believe that it is our responsibility to grow the game of hockey.
2. **RESPECT** — We believe that the game of hockey needs to be respected for its tradition and that one of WAHA's roles is to monitor the game to maintain that respect.
3. **ADMINISTRATION** — We believe it is our responsibility to ensure the USA/WAHA rules are enforced. WAHA is also the governing body over state associations, their boundaries and by-laws.
4. **FISCAL RESPONSIBILITY** — We believe that through proper administration and fiscal management WAHA can keep hockey affordable for players at the grass roots and elite levels.
5. **TRAINING** — We believe that proper training for players, coaches and officials is imperative.
6. **EDUCATION** — We believe that it is important parents/spectators, players, coaches and officials understand their respective codes of conduct.
7. **FAIR AND EQUITABLE OPPORTUNITIES** — We believe that all players, regardless of age, gender and skill level, should have a fair and equitable opportunity to play and enjoy the game of hockey.
8. **COMMUNICATION** — We believe that communication with and among stakeholders is a primary role of WAHA.
9. **FUN** — We believe that in order for players to enjoy the game of hockey, build lifelong friendships, and create long lasting memories, they have to have fun while participating in the game.
10. **SAFETY** — We believe that in order to have a safe experience, players need to have appropriate equipment, be coached and supervised by trusted adults who have passed strict background screenings, and be trained in an environment that helps them learn the game, improve their skills, and builds character.



# By Laws

(2018)



Superior Amateur Hockey Association  
1015 Oakes Ave.  
Superior, WI 54880  
(715) 394-4899  
<http://superior.pucksystems2.com/>

SUPERIOR AMATEUR HOCKEY  
ASSOCIATION INC. BYLAWS  
ARTICLES

I. Purpose

- A. To provide recreation for all participating players as long as they are properly registered with the Superior Amateur Hockey Association, (SAHA), and are in good standing with the Wisconsin Amateur Hockey Association, (WAHA), and USA Hockey.
- B. To encourage all participating players to improve their hockey skills in order to participate in higher levels of hockey.
- C. To develop and encourage good sportsmanship, fair play, and team building skills for all participants.
- D. To encourage, improve and promote the standards of hockey in the City of Superior, and other communities within the boundaries of the Superior Amateur Hockey Association.

I. Affiliation

The Superior Amateur Hockey Association shall be an affiliate association of the Wisconsin Amateur Hockey Association and of USA Hockey.

II. Membership

A. Membership shall be of two types

**Regular Membership:** All parents and guardians, past members, and registered coaches of youth hockey players in the Superior Area Hockey Association and all members of the SAHA Board of Directors, shall be admitted to regular membership upon payment of the board determined fee.

**Sustaining Members:** Any other person 18 years of age interested in the betterment of the Superior Youth Hockey Association shall upon proper application and approval by the board be admitted to sustaining membership.

- B. Membership year shall be from April 1<sup>st</sup> through March 31<sup>st</sup> annually.
- C. Members shall be in good standing with WAHA.
- D. Each member shall be entitled to receive ONE vote at the annual/general membership meetings.
- E. Members shall not be entitled to vote by proxy.
- F. Members shall have available to them a copy of any and all proposed additions, deletions, or amendments to the by-laws at least two weeks prior to the Annual Membership Meeting.

III. Officers:

Officers shall be members of the Superior Amateur Hockey Association subject to the conditions as stated in Article III. The following individuals shall be officers:

- A. *Past President*—Chairs the Rink Management Committee of the Superior Rink Management Corporation.
- B. *President* – Chairs all meetings of the board as a whole.
- C. *Vice-President*—Assumes the duties of the President in the event of his or her absence.
- D. *Secretary* – Records and maintains all records of the Superior Amateur Hockey Association.
- E. *Treasurer* – Records and maintains all monies, assets and debts of the Superior Amateur Hockey Association, provides timely reports to the Board of Directors, and makes records available, by request, to the membership.
- F. *Executive Director* – This is a salaried position. The Executive Director conducts the affairs of the Superior Amateur Hockey Association and the Superior Rink Management Corporation.
- G. If an officer's position becomes vacant at any time during the year, the Board of Directors shall fill the open officer's position on nomination from a member of the Board. This Board member's position shall then, in turn, be filled under ARTICLE IV.

#### **IV. Board of Directors:**

- A. Board of Directors shall be members of Superior Amateur Hockey Association and subject to the conditions stated in Article III. Directors shall be elected at the Annual Meeting. The number of Directors shall not exceed ten (10) plus officers and the Past President.
- B. Term: The terms of Directors, elected according to Article V (A) shall run for a length of TWO years with one-half of the positions being filled annually.
- C. In the event that a position opens up through the membership year due to the dismissal or resignation of a director, then the President shall appoint another person for that position with final approval of this appointment being reserved for the Board of Directors
- D. In the event of a tie, a coin toss overseen by the President and Vice-President shall be the deciding factor.

#### **VI. Powers of the Officers and Board of Directors:**

- A. The Officers shall be responsible for the operation and enforcement of the Superior Amateur Hockey Association affairs.
- B. The Officers shall conduct at least SIX regular board meetings per year.
- C. A majority of the board shall constitute a quorum at any regular or special meeting.
- D. Each officer and director with the exception of the president shall have one vote at any regular or special meetings in all SAHA decisions.
  - 1. The President shall have one vote only in the event that a tie should occur at any regular or special meeting, except for the election of Officers.
  - 2. Officers and Directors shall not vote by proxy.

- E. The Officers and Directors may schedule a General Membership Meeting in addition to the Annual Meeting as required in Article IX. Publication and posting of the notice of such general membership meeting shall be in accordance with Article IX.
- F. The Officers and Directors shall have the authority to add, delete, or amend the Bylaws should WAHA or USA Hockey mandate changes that affect SAHA, provided these changes do not violate the rules and regulations of our WAHA and USA Hockey Affiliations. Any other Bylaw changes shall be approved by the general membership.
- G. Any Officer or Director that fails to attend three regular or special meetings in a given membership year without prior notice given to an officer can be dismissed and the vacancy shall be filled in accordance to Article V, Section C.
- H. Any Officer or Director who fails to discharge the duties assigned to him or her as a committee chair or member, can be removed from that assignment, and may be subject to dismissal from the board. Any removal under paragraphs G. or H. above shall be on a majority vote of the Board of Directors.
- I. It is the expressed written right and responsibility of the Board of Directors of the Superior Amateur Hockey Association (SAHA) to administrate the everyday and overall activities of all SAHA's general operations or event on SAHA's property or on the property of another under SAHA's Influence."

## **VII. Committees:**

A. The President and Executive Director, with the approval of the Officers, and Directors shall appoint the committees listed hereafter, subject to these guidelines:

1. Each Committee chair shall be an Officer or Director.
2. All Officers and Directors who have served on the Board at least one year shall chair at least one committee, and serve on at least one committee.
3. All newly elected Directors shall serve on at least two committees.
4. Committee members need not be Officers or Directors.
5. The President shall Chair the Fundraising Committee and serve as an ex officio member of all other committees.

B. The Committee Names, Members and Duties:

1. **Development Committee:** Consists of the Past President, President and seven divisions which are:

- (a) Girls Director;
- (b) Mini-Mite/Termite Director;
- (c) Mite Director;
- (d) Squirt Director;
- (e) Pee-Wee Director;
- (f) Bantam/Midget Director.
- (g) Goalie Director

All Divisions shall be governed by a Director plus two other members.

This Development Committee shall be chaired by the Executive Director who shall pick the seven Divisional Directors.

These Division Directors and members would be responsible for the following:

- i Making Divisions into groups, assigning players numbers for tryout and evaluations before registration, and coordinating with Clinic Director and Scheduler so all players and groups are accounted for;
- ii Form Teams and coordinate evaluations at all levels that require them.
- iii Perform coaching assignment policies. (See Policies & Procedures);
- iv Overseeing any problems that may arise during the season at each director's level.

This Committee shall meet at least once at the beginning of the hockey season.

- C. **Bylaws & Policies Committee:** Consists of FIVE people, to continually enforce existing bylaws or policies and review any proposed changes to the bylaws or policies. This Committee shall consist of two Board members and three other individuals chosen by the Committee Chair.
- D. **Equipment Committee:** Consists of THREE people, being two Board members and one other individual chosen by the Committee Chair to be responsible for the inventory, storage, repair, and distribution of all SAHA equipment, with exclusive access to equipment and authority to make purchases within a budget set by the Board.
- E. **Fundraising and Publicity Committee:** This committee is Chaired by the President and consists of FIVE people, two Officers or second year Directors, to act as co-chairs of the subcommittees, if possible, and three other individuals chosen by the Committee Chair. There currently are two (2) subcommittees of this committee:  
Pond Hockey and Gilbertson tournament committees. These committees operate under SAHA's 501c 3 status and must have at least one (1) current SAHA board member.
- F. **Finance and Insurance Committee:** Consists of FIVE people, three Officers or second year Directors, if possible, and two other Directors or individuals responsible for making recommendations regarding all income and expenditures relative to SAHA. There may be a non-voting financial advisor serving at the Committee's discretion.
- G. **Rinks and Facilities Committee:** Consists of FIVE people, two Officers or Directors and three individuals chosen by the Committee Chair to be responsible for the maintenance of the outdoor rink.
- H. **Rules and Referees Committee:** Consists of THREE members, the President, one Officer or second year Director, if possible, and one other individual to be responsible for review and recommendations concerning rules and regulation changes, and grievances.

- I. **Tournaments Committee:** Consists of FOUR people, the Executive Director as Chair and three other individuals chosen by the Committee Chair to be responsible for all aspects of any SAHA sponsored Invitational and State Tournaments.
- J. **Concession/Volunteer/Manager Committee:** Consists of FOUR people to include the President, the chair of the Finance Committee, one second year Officer or Director, and the Executive Director. The Officer or Director also serves as the Volunteer/Manager Coordinator. This Committee is required to meet twice per year to review policies, profit and loss and to set prices if need be.
- K. **Ad Hoc Committee:** The President may appoint an Ad Hoc Committee in order to consider and evaluate special, limited issues. Such committee shall make recommendations to the Board of Directors. There is currently one (1) committee operating under Ad Hoc status; Personnel Committee
- L. **Registration, Website and Social Media Committee:** Consists of four people. This Committee shall be responsible for the coordination of SAHA registration and publicity in the schools and the media, including administering the SAHA website
- M. **Player Recruitment and Retention:** Consists of five people, including the Executive Director, to be responsible for the recruitment of new and retention of existing members. This will include marketing to schools, phone calls to non-returning members, member surveys and exit interviews with non-returning members. This Committee shall also investigate issues concerning girls hockey, advocate girls issues consistent with Article I and WAHA objectives, and report to the Board when necessary.

## **VIII. Amendments**

- A. With the exception of Article VI. F., additions, deletions or amendments to these Bylaws must be made in the following manner:
1. A motion in writing must be received by the Secretary of SAHA by February 1<sup>st</sup>.
  2. The motion shall be referred to the Bylaws Committee for review and presentation to the Officers and Directors.
  3. The Officers and Directors shall review and recommend any action to the general membership at the Annual Meeting.
  4. The Secretary of SAHA shall take appropriate actions to insure that proper notice is given under Article IX. A. and that the motion is on the agenda of the Annual Meeting.

## **IX. Miscellaneous:**

- A. The annual Meeting of the SAHA shall be held on the 1<sup>st</sup> Wednesday in the Month of April. An advertisement, shall be posted on the SAHA website with the starting date, time and location of the meeting. Ad shall be posted one week in advance of this meeting, and any general membership meeting. This same notice shall be posted concurrently at SAHA during the same period An Email will be sent out to the SAHA membership at the same time.

- B. SAHA shall elect as many delegates as permitted by the WAHA to attend the WAHA Annual Meeting. Officers and Directors shall determine reimbursement of the delegate's expenses.
- C. The corporate depository for the SAHA funds shall be the National Bank of Commerce.
- D. Superior Rink Management Corporation; SAHA Representatives: SAHA's representatives on the Superior Rink Management Corporation shall consist of the president, vice president, past president of SAHA, and the SAHA treasurer. Should any of the SAHA representatives be unable or unwilling to represent SAHA on the Superior Rink Management Corporation, then that individual's position may be replaced for the remainder of his or her term by a SAHA member approved by a two-thirds majority vote of the SAHA Board.
- E. Check Writing Authority: Any and all checks issued on behalf of or under the name of SAHA including any check written on any SAHA account, must be signed by any two of the following officers: president, vice president treasurer or Executive Director.
- F. With the exception of Article VI. F., additions, deletions, or amendments to these By-Laws shall require a majority vote of the membership present.

Adopted at Annual Meeting, *April 4, 2018*

*President, Brian Raygor*

*Bylaws & Policies Committee:  
Mike McCoshen, Brian Raygor  
Tim Curtis, Jody Tetzlaff,  
Chris Stenberg*