

NEW YORK STATE  
AMATEUR HOCKEY ASSOCIATION

**2023 - 2024**  
**ANNUAL GUIDE**



NYSAHA 2023 - 2024 Calendar		
August 2023	1	Coaches Certification requirements apply before going on the ice
	15	Date for Voter Delegate Allocations to be posted
	31	Girls Tier I Declaration Deadline
September 2023	8 - 10	NYSAHA Board Meeting # 2 – Albany, New York
	17	Central Section Meeting (*Girls Tier II Declaration Due)
	23	East Section Fall Meeting (*Girls Tier II Declaration Due)
	24	North Section Fall Meeting (*Girls Tier II Declaration Due)
	27	West Section Fall Meeting (* Girls Tier II Declaration Due)
October 2023	15	Cross Ice Forms due
November 2023	3 - 5	NYSAHA Board Meeting # 3 – Binghamton, NY
	11 - 13	Girls Tier I Tiering Tournament (if necessary)
	30	Officials Registration
December 2023	18	Roster Verification by Section Committee
	31	Last Date for Player Roster Changes for Tournament Bound Teams
	31	Coaches Certifications/Modules and SafeSport ( <b>FINAL DATE</b> )
January 2024	5 - 7	NYSAHA Board Meeting #4 - Syracuse, NY
	25 - 28	USA Hockey Mid-Winter Meeting – Orlando, FL
February 2024	15	Player Development Applications Deadline
March 2024	1	NYSAHA Hall of Fame Nominations Due
	1 - 3	High School Club State Tournament -
	1 - 3	Youth Tier I, II & III 12U, Girls Tier I & Tier II 12U, 13O State Tournament - Buffalo, NY area
	8 - 10	Girls Tier I & Tier II 14U, 16U & 19U State Tournament - Buffalo, NY area
	15 - 17	Youth Tier I & II 14U, 15O, 16U & 18U State Tournament - Buffalo, NY area
	20	Proposal Forms & Annual Meeting Information transmitted ( <b>60 DAYS PRIOR</b> )
	20 - 24	High School National Tournament – West Chester, Pennsylvania
	22 - 24	Youth Tier III 14U, 16U & 18U State Tournament - Buffalo, NY area
	22 - 24	NYSAHA Board Meeting #5 - Amherst, NY
	22 - 24	Boys Player Development 14 & 15 Regional Tryout Weekend
	22 - 24	Girls Regional Tryout Weekend
April 2024	1	Bob Allen Scholarship Applications due
	1	USA Hockey Proposals due to USA Hockey
	2 - 7	Youth Tier I 13O, 14U, 15O, 16U & 18U National Tournament - *check locations at <a href="http://www.usahockey.com">www.usahockey.com</a>
	2 - 7	Girls Tier I 14U, 16U & 19U National Tournament - *check locations at <a href="http://www.usahockey.com">www.usahockey.com</a>
	3 - 7	Youth Tier II 14U, 16U & 18U National Tournament - *check locations at <a href="http://www.usahockey.com">www.usahockey.com</a>
	3 - 7	Girls Tier II 14U, 16U & 19U National Tournaments - *check locations a <a href="http://www.usahockey.com">www.usahockey.com</a>
	TBD	Sled Tournament
	TBD	Central Section Spring Meeting
	TBD	East Section Spring Meeting
	TBD	North Section Spring Meeting
	TBD	West Section Spring Meeting
	14	All Agenda Proposals must be received by Secretary ( <b>35 DAYS PRIOR</b> )
	19	All Officer Candidacy Forms must be received by Secretary ( <b>30 DAYS PRIOR</b> )
	19 – 21	NYSAHA Meeting #6 - TBD
	28	Annual Meeting Agenda transmitted to Associations ( <b>21 DAYS PRIOR</b> )
May 2024	3 - 5	Girls District Evaluation Weekend
	10 - 12	Boys Player Development 15, 16 & 17 Camp - Cicero, NY
	17	NYSAHA Meeting #7 – Binghamton, NY
	18 - 19	NYSAHA Annual Meeting – Binghamton, NY
	19	NYSAHA 2024 - 2025 Board Meeting #1 – Binghamton, NY
June 2024	5 - 9	USA Hockey Annual Meeting - Denver, CO
	15	Guide Information must be received by Secretary
	23 - 28	NYSAHA Referee Development Camp - TBD
	23 - 28	NYSAHA Boys 14U Development Camp – Oswego, NY
July 2024	26 - 30	NYSAHA Girls Player Development Camp – TBD

**NEW YORK STATE  
AMATEUR  
HOCKEY ASSOCIATION, INC.**

**2023 - 2024**

[WWW.NYSAHA.COM](http://WWW.NYSAHA.COM)

**OFFICIAL GUIDE**

- **CALENDAR OF EVENTS**
- **BOARD AND STAFF**
- **BY-LAWS**
- **RULES AND REGULATIONS**
- **NYSAHA AND NATIONAL TOURNAMENTS**
- **2023 STATE TOURNAMENT RESULTS**



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## USA HOCKEY DISTRICT REPRESENTATIVES

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## APPOINTED ADMINISTRATORS AND COORDINATORS USA HOCKEY DISTRICT #2 – NEW YORK

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**NEW YORK STATE  
AMATEUR HOCKEY ASSOCIATION, INC.  
MISSION STATEMENT**

The New York State Amateur Hockey Association provides and promotes a positive, safe, and enjoyable hockey experience for all.

The New York State Board of Directors

**NYSAHA CORE VALUES**

**Respect and Diversity** – Humble in victory and gracious in defeat. Hockey is for everybody.

**Honesty & Integrity** – To foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.

**Growth, Development & Fairness** – to create a positive experience for ALL participants enjoy, excel and develop a lifelong passion for ice hockey.

**Recreation, Fun & Enjoyment** – we strive to provide an environment that is fun, satisfying and rewarding for all.

**Teamwork** – we value the strength of learning to work together towards a common goal.

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**AMENDED AND RESTATED BY LAWS**  
**OF**  
**NEW YORK STATE AMATEUR HOCKEY ASSOCIATION, INC.**

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**Effective January 9, 2016**

**Restatement Ratified by the Membership May 22, 2016**

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## ARTICLE I – OFFICES

The principal office of New York State Amateur Hockey Association, Inc., a non-for-profit corporation organized under the laws of the State of New York on January 10, 1980 (“**NYS Hockey**”), shall be care of the address of the then current President of NYS Hockey or such other address as may be designated by the Board of Directors (the “**Board**”) of NYS Hockey from time to time. NYS Hockey may also have offices at such other places within or outside of the State of New York as the Board from time to time may designate.

## ARTICLE II – PURPOSES

Section 2.1 Prior Association of NYS Hockey. NYS Hockey is the successor to The New York State Amateur Hockey Association, an unincorporated association, and is the New York affiliate of USA Hockey, Inc. (“**USA Hockey**”). All definitions, rules, regulations, customs and traditions of the prior association remain in effect unless otherwise changed or deleted by the actions of NYS Hockey.

Section 2.2 USA Hockey. NYS Hockey claims complete jurisdiction as the governing body of amateur ice hockey in New York State in concert with USA Hockey. As an affiliate association of USA Hockey, NYS Hockey shall abide by an act in accord with the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of USA Hockey and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of NYS Hockey. Further, NYS Hockey: (a) shall assist USA Hockey in the administration and enforcement of the provisions of the Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey, within and upon its members and/or within its jurisdiction and (b) agrees to be guided by the following core values of USA Hockey:

(a) Sportsmanship. Foremost of all values is to learn a sense of fair play. Become humble in victory, gracious in defeat. We will foster friendship with teammates and opponents alike.

(b) Respect for the Individual. Treat all others as you expect to be treated.

(c) Integrity. We seek to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.

(d) Pursuit of Excellence at the Individual, Team and Organizational Levels. Each member of the organization, whether player, volunteer, or staff, should seek to perform each aspect of the game to the highest level of his or her ability.

(e) Enjoyment. It is important for the hockey experience to be fun, satisfying and rewarding for the participant.

(f) Loyalty. We aspire to teach loyalty to the ideals and fellow members of the sport of hockey.

(g) Teamwork. We value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the hockey experience.

(h) Safety. The safety and protection of our youth hockey participants has always been a priority with NYS Hockey, which is now extensively covered by the USA Hockey SafeSport Program, addressed below.

Section 2.3 Purposes. Having regard to the foregoing provisions of this Article II, the purposes of NYS Hockey are:

(a) To foster, advance, develop, encourage and regulate the game of ice hockey as an amateur sport in New York State.

(b) To promote, encourage and assist in the formation of local governing bodies of amateur ice hockey through their affiliation with NYS Hockey and USA Hockey.

(c) To affiliate with and cooperate with other international and national amateur ice hockey

organizations.

(d) To establish and maintain uniform playing rules and regulations for amateur ice hockey within New York State, with such rules and regulations to be in compliance with the applicable rules and regulations of USA Hockey.

(e) To conduct and promote sectional (including playdowns) and state amateur ice hockey contests and tournaments, and to select teams to represent NYS Hockey.

(f) To register and sanction active ice hockey leagues, clubs, teams, officials, and players in New York State, and to collect dues and fees through the NYS Hockey Treasurer, the USA Hockey Registrar or by other means through USA Hockey.

(g) To continue its affiliation with USA Hockey.

### ARTICLE III – MEMBERSHIP

#### Section 3.1 Qualification for Membership; Affiliate Organizations.

(a) Members of NYS Hockey (referred to in these Bylaws as “**Associations**” (as defined below), “**Members**” or “**Membership**”) are restricted to bona fide active amateur ice hockey Associations (as defined in Section 3.1(b) below) which are duly registered, both with USA Hockey and NYS Hockey, in accordance with the rules and regulations for registration as set forth by USA Hockey and NYS Hockey.

(b) An “**Association**” is as: (i) which promotes ice hockey by forming a team or teams which are actively engaged in the sport of ice hockey; (ii) whose principal base of operation is within the boundaries of the State of New York; and (iii) which has agreed to abide by the Bylaws and rules and regulations of USA Hockey and NYS Hockey, including the USA Hockey SafeSport program and comply with the national screening program set forth therein.

(c) Membership in NYS Hockey may be acquired by application and payment of dues in the manner set forth in the rules and regulations. The application is to be submitted to the Section President of the Section (as that term is defined in Article V below) in which the applicant is located. In its application, each prospective Member must: (i) express its willingness to comply with and adhere to the Bylaws and the Rules and Regulations of USA Hockey and NYS Hockey and (ii) indicate the type of program it intends to offer. If the Section President is satisfied that the applicant meets the requirements of NYS Hockey and USA Hockey, the applicant will be placed on the agenda for the next Section meeting for consideration as a new Member by a majority vote of those Members of the Section entitled to vote and present at a duly constituted Section meeting. Acceptance by the Section must be ratified by Board of Directors, upon which ratification the applicant shall be registered as an Association of NYS Hockey.

(d) In lieu of Membership, NYS Hockey may grant to any person or group of persons shown to have a bona fide interest in the purposes and objectives of NYS Hockey, the status of an Affiliate Organization. Such status will confer on the holder thereof the right to attend, but not vote at, meetings of Members. A candidate for such status will apply in the same manner as applicants for regular Membership, and will be subject to the following requirement:

(i) the members of its board of directors and its officers each must be a member of USA Hockey (whether as a player participant, official or volunteer);

(ii) the members of its board of directors and its officers each must have been screened and cleared under the national screening program required under the USA Hockey SafeSport program and must have completed the require training under SafeSport.

(iii) the candidate must have submitted to the Secretary of NYS Hockey a current list of the members of its board of directors and its officers, and the candidates contact information including a postal address, e-mail address and telephone number; and

(iv) the candidate must submit a completed and signed the affiliate organization agreement and SafeSport Compliance Agreement and adhere to the Applicable Regulations specified therein. An Affiliate Organization must keep the foregoing requirements satisfied on an ongoing and current basis.

The yearly fee for an Affiliate Organization will be \$50.00 and must be paid prior to December 31.

(e) If a Member or Affiliate Organization is suspended or terminated by USA Hockey, such Member shall also be suspended or terminated by NYS Hockey. Conversely, if a Member or Affiliate Organization is suspended or terminated by NYS Hockey, such will also be subject to suspension or termination by USA Hockey.

### Section 3.2 Eligibility to Vote.

(a) Voter Delegate Forms. For each regular season (September 1 through August 31), each Association shall be eligible to cast one vote for each fifteen (15) participant members (players and coaches) who are registered with the Association through USA Hockey as of August 1 of the immediately preceding regular season (the "**Record Date**"). Such number of vote(s) shall be calculated by the Treasurer of NYS Hockey, who shall designate the votes that may be cast by each Association on voter delegate forms approved by the Board (the "**Voter Delegate Form**"). The Voter Delegate Forms may be transmitted electronically by the Treasurer via the NYS Hockey web site, or in any other approved manner, to Associations in good standing no later than twenty (20) days after the Record Date. Each Association must complete its Voter Delegate Form and transmit same to its Section President no later than the start of its respective fall Section meeting in order to permit the Delegates reflected thereon (selected as provided in section 3.2(b)) to be eligible to cast a vote during the current regular season. Upon timely submission to the Section President of its Voter Delegate form, duly signed by all Delegates reflected thereon, the Association shall be eligible to vote only the number of votes for that regular season as provided on the Voter Delegate form and as approved by the Section President at the all Section meeting.

(b) Initial Selection of Delegates. For each vote an Association is authorized to cast, one person from that Association shall be designated by that Association to cast such authorized vote, as set forth in writing on that Association's Voter Delegate Form (each such voter, a "**Delegate**"). A Delegate who has signed the Voter Delegate Form may vote on behalf of that Association at any Section or meeting of the Membership of NYS Hockey to be held during the immediately succeeding regular season following the Record Date provided, that, in no event will a Delegate be entitled to cast more than one (1) vote at any meeting; provided, further, that no Delegate representing an Association shall be permitted to vote at any meeting of the Membership at NYS Hockey held after December 31 during such season, unless such Association on or before December 31 had at least fifteen (15) participant members (players and coaches) registered with NYS Hockey. Voting and non-voting members of the Board shall have their own voting rights at Membership meetings, with their own Voter Delegate Form, provided, that, no such Board member shall have the right to vote at Membership meetings in his or her capacity as a Board member if he or she already is a Delegate of an Association entitled to vote at such meeting. In no event shall proxies be allowed to vote. For a Delegate to be eligible to vote, or for an Association to be represented by any person, the person may not: (i) hold an official position in an affiliate of USA Hockey (excluding NYS Hockey); (ii) be a Delegate of another Association; or (iii) be less than majority age (which is presently 18).

(c) Changing Delegates. At the NYS Hockey annual meeting of the Membership, the President of an Association, with the consent of the Section President, may substitute a new person in place of a previously designated Delegate to vote on behalf of that Association so long as such substitution is made before noon on the Saturday preceding the meeting. At any Section meeting or any special meeting of the Membership of NYS Hockey, the Present of an Association, with the consent of the Section President, may substitute a new person in place of a previously designated Delegate to vote on behalf of that Association, by amending in writing the Association's Voter Delegate Form with the consent of the Section President so indicated.

(d) Further Rules Concerning Voting. From time to time, the Board may adopt further rules, regulations qualification of those Members eligible to vote, provided, that, none of such rules, regulations or policies shall be inconsistent with the Bylaws of NYS Hockey or USA Hockey.

Section 3.3 Obligations and Duration of Membership.

(a) Each Member agrees that: (i) its principal base of operation is within the boundaries of the State of New York; (ii) it will observe and abide by the Applicable Regulations (as defined below); (iii) its operations shall be limited to its Classification and Level (as defined under the NYS Hockey Applicable Regulations) as confirmed by the Board; and (iv) its continuing compliance with the SafeSport program. As a condition of Membership, each Member must duly execute an *Association Membership Agreement* and the attached *SafeSport Compliance Agreement* (together, the “**Membership Agreement**”), in the form appended hereto, and deliver the Membership Agreement to the Board Secretary no later September 1 of each year; provided, however, that a previously signed Membership Agreement for a Member from a prior year shall be automatically renewed for successive one year terms as provided in the membership Agreement. “**Applicable Regulations**” shall collectively mean the Purposes, Policies, Bylaws, Rules and Regulations, Playing Rules, Applicable Rules, and the decisions of the respective Board of Directors of NYS Hockey and of USA Hockey, as the foregoing may be revised from time to time and published in the respective NYS Hockey and of USA Hockey Guidebooks, websites, and associated media.

(b) Membership shall continue from registration to registration and shall automatically terminate upon failure to register with USA Hockey or with NYS Hockey.

(c) The Board may terminate the Membership of an Association at any time for any one of the following reasons:

(i) Upon application of any Association, in its sole discretion, the Board may grant a leave of absence to an Association, when it is considered appropriate to the purposes of NYS Hockey.

(ii) For failure to register at least fifteen (15) participant members (players and coaches) with NYS Hockey for two (2) or more years.

(iii) For failure to pay dues, fees, fines or other charges of USA Hockey, NYS Hockey of the Section.

(iv) For willful disregard of the Applicable Regulations or for conduct detrimental to the good of amateur hockey or the objectives and purposes of NYS Hockey or USA Hockey.

Section 3.4 Membership Dues. Membership dues or registration fees shall be required of Members in such amounts and upon such terms as the Board from time to time shall specify.

## ARTICLE IV – MEMBERSHIP MEETINGS

Section 4.1 Annual Meetings.

(a) (i) The annual Membership meeting of NYS Hockey (the “Annual Meeting”) shall be held between the 1<sup>st</sup> day of May and the 15<sup>th</sup> day of June each year. At least sixty (60) days prior thereto, the Secretary shall cause to be delivered to every Member in good standing at its address as it appears on the Membership roll book of NYS Hockey a notice stating the time and place of the Annual Meeting. The precise date of the Annual Meeting will be determined by the Board at the preceding Annual Meeting and will be published yearly in the Calendar of the New York State Guide.

(ii) All proposals for consideration at the Annual Meeting may be submitted only by: Member, by its President or Secretary; by the Board; by a Voting Director of NYS Hockey; and by the USA Hockey Registrar of the New York District (USA Hockey District #2).

(iii) All proposal submitted for consideration at the Annual Meeting must be received by the Secretary of NYS Hockey no later than thirty-five (35) days prior to the Annual Meeting, Proposals must be submitted on the form provided; must indicate the present wording from the NYS Hockey Annual Guide, and the proposed changes to said Guide, including the exact section for proposed changes, revisions, additions, or deletions; and shall conform (or be conformed) to the defined terms and usage utilized in the Guide.



(b) The presence at any Membership meeting of not less than twenty (20) Delegates shall constitute a quorum and shall be necessary to conduct the business of NYS Hockey; however, a lesser number may adjourn a meeting and the Secretary will cause notice of the re-scheduled date of the meeting to be sent to all Members. A quorum as specified above shall be required at any adjourned meeting.

(c) During each period of eight (8) years, each Section will have the opportunity to host an Annual Meeting twice, at a location within its Section determined by the Board. The Section President of the Section hosting the Annual Meeting shall have the right to suggest its location to the Board. The order in which the Sections host the Annual Meeting shall be determined in a manner whereby each Section during such eight (8) year period will only once be the host Section for the election, when such offices become vacant in the accordance with the schedule described in Section 7.1(b) hereof, of the President, the Secretary, the Treasurer and the Tournament Director of NYS Hockey, provided that no Section shall be required to host the Annual Meeting twice in a row without the consent of the Section President of that Section.

Section 4.2 Special Meetings. Special meetings of the Membership of NYS Hockey may be called by the Board. The Secretary shall cause notice of such a meeting to be delivered in the manner as set forth for giving notice of an Annual Meeting at least ten (10) days but not more than fifty (50) days before the scheduled date of such meeting. Such notice shall state the date, time, place, and purpose of the meeting and by whom called. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all Delegates present at such meeting.

Section 4.3 Order of Business.

(a) The order of business at all meetings of Members shall be as follows:

- (i) Roll Call (Delegate Voter Registration Closed and Eligible to Vote Announce)
- (ii) Reading of the minutes of the preceding meeting
- (iii) Reports of Committees
- (iv) Reports of the Officers
- (v) Old and Unfinished Business
- (vi) New Business
- (vii) Good and Welfare
- (viii) Adjournments

(b) Robert's Rule of Order shall govern and control the conduct of all meetings, unless modified by these Bylaws.

(c) The President of NYS Hockey, by authority of the Board, shall prepare an agenda for the Annual Meeting which shall be delivered to the members either through the Section Presidents, who may disseminate the same at the Section meetings, or otherwise delivered by the Section Presidents to their section Members in the manner of giving notice of the meetings, such to be in the mail or otherwise delivered not more than fifty (50) days, nor less than ten (10), prior to the date of the meeting.

## ARTICLE V – SECTIONS

Section 5.1 Designation of Sections. NYS Hockey, for administrative purposes, shall be divided into four (4) section ("Sections") within the State of New York designated and containing the counties as follows:

(a) Central Section: Broome, Cayuga, Chemung, Chenango, Cortland, Delaware, Madison, Oneida, Onondaga, Oswego, Otsego, Schuler, Seneca, Steuben, Tioga, Tompkins and Wayne;

(b) East Section: Bronx, Dutchess, Kings, New York, Nassau, Queens, Orange, Putnam, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester;

(c) North Section: Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Montgomery, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Warren and Washington;

(e) West Section: Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Wyoming and Yates.

Section 5.2 Section Meetings. An annual meeting of each Section shall be held upon at least forty-five (45) days' notice to the Section membership, and held not later than thirty (30) and not earlier than sixty (60) days prior to the Annual Meeting of NYS Hockey. The Section may hold additional meetings of the Section upon at least forty-five (45) days' notice to the Section membership. Proposals and candidate nominations to be considered at a Section meeting shall be submitted to the Section President, not less than thirty (30) days prior to the Section meeting. The Section President shall prepare an agenda for each Section meeting containing notice of any proposals and candidate nominations to be considered, such notice to be delivered to the Section membership not less than seven (7) days prior to the Section meeting.

Section 5.3 Election of Section Presidents.

(a) Each Section President shall be elected by those members of its Section. Candidates (including an incumbent Section President) for election as President of a Section are to declare themselves in writing to the current Section President, or to the President of NYS Hockey if there is no Section President, who shall transmit such declaration to the Secretary of NYS Hockey and to the Secretary of that Section, at least thirty (30) days prior to the election date, except that the Section Delegates present at the meeting to elect the new Section President, by two thirds of the votes cast, may waive this requirement.

(b) The term of office of a Section President shall commence with his or her election at an annual Section meeting and shall continue for a term of two (2) years until a successor has been elected and qualified or until his or her earlier resignation or removal. Elections shall be staggered so that, in even numbered years, the East and North Sections shall elect their Presidents and, in odd numbered years, the West and Central Sections shall elect their Presidents.

(c) Section Delegates may elect an alternate to the Section President, who may attend meetings of the Board: (i) in addition to such Section President but with no right to vote thereat, if requested by such Section President and with the permission of the President of NYS Hockey; (ii) in place of the Section President with a right to vote thereat, if such Section President cannot attend a meeting of the Board, or (iii) with the right to vote thereat, when such alternate is acting as the Section President following the death, resignation or removal of the prior incumbent Section President, as provided for in Section 7.2.

(d) If a Section President dies, resigns or is removed by the Board of NYS Hockey: (i) the alternate Section President shall replace the Section President for the remainder of the term, or (ii) if there be no such alternate, the Board may replace the Section President on an interim basis until the Delegates of such Section elect a replacement, such election to be within sixty (60) days after the vacancy occurs.

Section 5.4 Voting Procedures.

(a) At each Section meeting: (i) the President of that Section will present to its Section Secretary or designee the official Voter Delegate Forms that were prepared and completed in the manner described in Section 3.2 and (ii) each Association in that Section will have the Delegates allocated to it in accordance with the provisions of Section 3.2.

(b) Registration for voting will commence at least thirty (30) minutes prior to the start of the Section Meeting. Each Section Secretary will confirm to the Associations within its Section the names of their Delegates and provide such Delegates with voting cards. To invoke voting privileges, a Delegate must present his or her card to cast a vote.

Section 5.5 Section and Association Bylaws; Election Disputes.

- (a) Each Section and Association shall be permitted to adopt bylaws regulating its affairs as long as such bylaws are: (i) not inconsistent with the bylaws, rules and regulations of NYS Hockey or USA Hockey and (ii) approved by the Board.
- (b) Any dispute involving a Section election shall be resolved by the Board.

**ARTICLE VI – DIRECTORS**

Section 6.1 Management by, and Composition of, the Board

- (a) The Board shall manage and control the affairs and property of NYS Hockey in a manner not in conflict with applicable law, these Bylaws or the rules and regulations of USA Hockey.
- (b) Each director shall be at least nineteen (19) years of age.
- (c) The Board shall consist of both voting directors (“**Voting Directors**”) and non-voting directors (“**Non-Voting Directors**”). In these Bylaws, the term “**director**” refers to both Voting Directors and Non-Voting Directors.
- (d) The Voting Directors will consist of the following, except that if any individual qualifies as a Voting Director under more than one (1) of the following clauses, such individual will be treated as being only one (1) Voting Director:
  - (i) All officers of NYS Hockey elected or appointed in accordance with the provisions of these Bylaws which, typically, will number eight (8);
  - (ii) The immediate past President of NYS Hockey (the “**Past President**”); and
  - (iii) Such number of individuals (expected to be three (3) or four (4)), as NYS Hockey shall be entitled to elect, from time to time, in accordance with the Bylaws of USA Hockey, to serve as directors of USA Hockey (the “**USA Directors**”).
- (e) The Non-Voting Directors will consist of the following:
  - (i) Any directors appointed pursuant to the provisions of Section 6.3;
  - (ii) The attorney selected as “Counsel” pursuant to the provisions of Section 7.1(c);and
  - (iii) Any individual who, as a result of prior service as a Director, may be designated as a “Director Emeritus” by the Board. The criteria for a Director Emeritus shall be a director who has served at least fifteen (15) years on the Board and who has retired or is retiring from the Board. Such Director shall be eligible for nomination as a “Director Emeritus” after his/her term of office as a Director has expired. A Director Emeritus shall hold office indefinitely as a non-voting Director.
- (f) The “**Entire Board**” for purposes of these Bylaws shall consist of the total number of Voting Directors as shall then be in office immediately following the most recently-held election of Voting Directors.

Section 6.2 Election and Term of Directors.

- (a) Except for: (i) the directors serving by virtue of their election as President of their Sections; (ii) the Past President and (iii) Non-Voting Directors, each director shall be elected at an Annual Meeting of the Membership of NYS Hockey.
- (b) Each director shall serve for a term of two (2) years, except that each USA Director shall serve for a term specified in the bylaws of USA Hockey, but the election of USA Directors to the Board, to the extent consistent with the bylaws of USA Hockey, shall be staggered so that no more than two (2) of such directors shall be elected at any Annual Meeting. In this regard, each of the four (4) current USA Directors holds a designated position as USA Director #1, #2, #3 and #4, and if pursuant to applicable USA Hockey requirements NYS Hockey is entitled to less than four (4) USA Directors, then USA Director #4 shall be the first to be removed, then USA Director #3, in such descending order. Each director shall continue to serve until such time his or her successor has been duly elected and qualified or until his or her earlier

resignation or removal.

(c) If any director serving as such by virtue of holding an officer position resigns such office or is removed from such office, his or her term of office on the Board shall concurrently terminate.

Section 6.3 Increase or Decrease in Number of Directors. The number of directors may be increased or decreased by vote of the Membership or by a vote of a majority of the Entire board. No decrease in the number of directors shall shorten the term of any incumbent director. By a majority vote, at any time, the Board may appoint ad hoc, Non-Voting Directors to advise and consult with the Board and to attend Board meetings.

Section 6.4 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of Directors and vacancies occurring in the Board for any reason, except for the removal of directors without cause, may be filled by a majority of the Voting Directors then in office although less than a quorum exists, unless otherwise provided in the certificate of incorporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the Membership, except for the replacement of a Section President (which shall be filled in accordance with section 5.3 of these Bylaws). A director elected to fill a vacancy caused by resignation, death or removal shall hold office for the unexpired term of his or her predecessor.

Section 6.5 Removal of Directors. Any or all of the directors may be removed for cause by vote of the Membership or by action of the Board. Directors may be removed without cause only by vote of the Membership.

Section 6.6 Resignation. A director may resign at any time by giving written notice to the Board, the President, or the Secretary of NYS Hockey. Unless otherwise specified in the notice, such resignation shall take effect upon receipt thereof by the Board, and the acceptance of the resignation shall not be necessary to make it effective.

Section 6.7 Quorum of Directors. Unless otherwise provided in the certificate of incorporation, a majority of the Entire board shall constitute a quorum for the transaction of business or of any specified item of business.

Section 6.8 Action of the Board.

(a) Unless otherwise required by law and subject to the provisions of Section 6.16 below, the vote of a majority of the Voting Directors present at the time of the vote, if a quorum is present at such a time, shall be the act of the Board. Each Voting Director present shall have one (1) vote.

(b) If consented to by the Board, any director may participate in a meeting of the Board by means of a conference telephone, videoconference mechanism or similar device by which all persons can hear all other persons participating in the meeting at the same time. Any Board action may be taken without a meeting if all Voting Directors consent in writing thereto. Such signed consent may either be submitted by mail, messenger, overnight delivery or electronically.

(c) Rules, regulations and policies adopted by the Board, and minutes of the Annual Meetings of NYS Hockey, shall be made public in a manner designated by the Board.

Section 6.9 Place of Meetings. The regular Annual meeting of the Board shall be held at the place of the Annual Meeting of the Membership. Other meetings of the Board may be held at the office of NYS Hockey or at such other places either within or outside that state, as the Board from time to time may determine.

Section 6.10 Date of Meetings. The regular annual meeting of the Board shall be held immediately following the Annual Meeting of the Membership. At any meeting of the Board, including at the annual meeting, the Board may agree upon: (a) the date, time and location of its next meeting or (b) a schedule of dates, times and locations of meetings for the remainder of the term through the next regular annual meeting.

Section 6.11 Notice of Meetings and Board Adjournment. If the date, time and location of a regular meeting have been fixed in accordance with the provisions of Section 6.10, then such regular meeting may be held without further notice. If not, then directors shall be entitled to at least ten (10) days prior notice from the President of the date, time and place of the next regular meeting of the Board. Such notice may be given either personally, by mail or by electronic mail. Special meetings of the Board shall be held upon notice to the directors and may be called by the President upon at least ten (10) days' notice to each director either personally, by mail or by electronic mail. Special meetings shall be called by the President in a like manner on written request of at least two (2) directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting, prior thereto or as it's commencement, the lack of notice to him or her. A majority of the Voting Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given to all directors who are absent at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

Section 6.12 Chairperson; 1<sup>st</sup> Vice-Chairperson and 2<sup>nd</sup> Vice-Chairperson. The President of NYS Hockey shall serve as the Chairperson of the Board. In addition, at the first meeting of the Board following the Annual Meeting of the Membership, the Board shall elect, and may replace from time to time, the 1<sup>st</sup> Vice-Chairperson who shall be selected from four (4) Vice Presidents and the Past President, and a 2<sup>nd</sup> Vice-Chairperson of the Board from among the voting members of the Board with the exception of the Secretary (Secretary and President cannot hold both positions). In electing the 1<sup>st</sup> Vice-Chairperson and 2<sup>nd</sup> Vice-Chairperson or any replacement, the Board shall consider the experience, qualifications and competence of the eligible candidates. At all meetings of the Board, the Chairperson (or, in his or her absence), the 1<sup>st</sup> Vice-Chairperson shall preside. If both the Chairperson and if the 1<sup>st</sup> Vice-Chairperson is unable to preside at a specific meeting of the Board, then the 2<sup>nd</sup> Vice-Chairperson shall preside at the meeting. No employee of NYS Hockey may serve as Chairperson or hold any other title with similar responsibilities.

Section 6.13 Executive Committee. A five (5) person Executive Committee of the Board is hereby established consisting of the President and the four (4) Vice Presidents during their respective terms of office. Meetings of the Executive Committee may be called only by the President. At all meetings of the Executive Committee, four (4) of the members of the Executive Committee shall constitute a quorum for the transaction of business. The action of three (3) of the members of the Executive Committee at any meeting at which there is a quorum present shall be the act of the Executive Committee. At all meetings of the Executive Committee, the President shall preside. In his or her absence, the provisions of Section 7.3(b) will determine who will preside in his or her place, but such will not affect the quorum or voting requirements set forth above. The Executive Committee shall have and may exercise all of the powers and authority of the Board, to the extent allowed by applicable New York law, but shall be required to notify the full Board of any action it takes or decisions made, other than those in the ordinary course of operations, within a reasonable time thereafter. Notwithstanding the preceding provisions of this Bylaw, the Executive Committee shall have no authority to authorize any of the following matters: (a) any matter required by these Bylaws or by applicable law to be submitted to a vote of Members; (b) the filling of vacancies in the Board or in any committee; (c) the fixing of compensation of directors or any

members of a committee; (d) the amendment or repeal of these Bylaws or the adoption of new bylaws; or (e) the amendment or repeal of any resolution of the Board which by its terms shall not be so amendable or repealable.

Section 6.14 Other Committees of the Board. The Board, by resolution adopted by a majority of the Entire Board, from time to time, may appoint one or more other committees of the Board for any purpose and may delegate to each such committee such powers as the Board may deem appropriate and which are not inconsistent with New York law. In appointing a committee, the board shall appoint the chair of the committee, shall specify the term of the committee's existence, and shall define the committee's powers and duties, except no such committee shall have the authority to authorize any of these actions set forth in Section 6.13(a) through (e) above. Each committee shall consist of at least three (3) directors and shall have the power to further delegate such powers if the Board so provides in appointing the committee. A majority of all of the members of any committee established by the Board shall constitute quorum at any meeting thereof. Members of any such committee are subject two removal and replacement by the Board.

Section 6.15 Committees other than Committees of the Board. The Board from time to time may appoint one or more other committees consisting of one or more Members, employees, coordinators or volunteers of NYS Hockey for any purpose and may delegate to each such committee such powers as the board may deem appropriate and which are not inconsistent with New York law. Such committees will not be committees of the Board but will be committees of NYS Hockey. In appointing a committee, the Board shall specify the term of the committee's position, shall define the committee's powers and duties, and shall required that such committee submit reports to the Board from time to time, except no such committee shall have the authority to bind the Board. A majority of all of the members of any committee established by the Board pursuant to this section 6.15 shall constitute a quorum of any meeting thereof. Members of any such committee are subject to removal and replacement by the Board.

Section 6.16 Matters Requiring the Vote of a Majority of the Entire Board. In addition to any other applicable requirements imposed by law, none of the following matters may be taken without the approval of a majority of the Entire Board: (a) an amendment to the certificate of incorporation of NYS Hockey; (b) the fixing of salaries of officers; or (c) the appointment of committees of the Board pursuant to Section 6.14.

Section 6.17 Discretionary Powers of the Board.

(a) By two-thirds vote of those present at a meeting of the Board given upon notice, the Board may declare any Association, component part of an Association, or component person of an Association ineligible for NYS Hockey sanctioned tournaments including but not limited to Sectionals, Playdowns, International, Invitational, and State Championship Tournaments.

(b) Pursuant to the provisions of Article VIII, the Board may sit as a Board of Appeal to decide any appeals from rulings of any officer of NYS Hockey or, in its sole discretion, may sit in the first instance to hear and decide matters pertaining to any matters concerning violations of the Bylaws or the rules and regulations of NYS Hockey or USA Hockey and set forth appropriate penalties, as in its sole discretion, it may decide.

(c) No Section President or the Board may be obligated to conduct a hearing into all matters. However, in accordance with the provisions of Article VIII, to suspend any party for a violation other than described in the governing playing rules, a hearing must be conducted in accordance with such Article.

## ARTICLE VII – OFFICERS

### Section 7.1 Number, Election and Term.

(a) The elected officers of NYS Hockey shall consist of a President, a Secretary, a Treasurer, a Tournament Director, four (4) Vice Presidents (consisting of the respective elected Presidents of the four (4) Sections), and such other officers as the Board may determine, who shall have such duties, powers and functions, as provided below. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

(b) All officers shall be elected for a term of two (2) years and shall continue to hold office until a successor has been elected and qualified or until his or her earlier resignation or removal. Elections shall be staggered so that, in even numbered years, the Membership shall ordinarily elect the President and the Treasurer, and, in the odd numbered years, the Membership shall elect the Secretary and the Tournament Director. In addition, the Board may appoint an additional officer entitled "Counsel" who shall be an attorney admitted to the Bar of the State of New York.

(c) Candidates for election to all offices are to declare themselves, in writing to their Section President, who shall transmit such declaration to the Secretary of NYS Hockey and (for candidates for Section officers) to such Section's Secretary, at least thirty (30) days prior to the election date, except that the Delegates present at the Annual Meeting, by two thirds vote, may waive this requirement.

Section 7.2 Removal, Resignation, Salary. Any officer may be removed by the Board for cause. In the event of death, resignation or removal of an officer, in its discretion, the Board may elect a successor to fill the unexpired term, except that a Section President, if there be an alternate, must be replaced by the alternate; if there be no alternate, then the Board may replace the Section President on an interim basis until an individual from that Section elected in accordance with the provisions of Section 5.3. Salaries, if any, of any of the officers may be fixed by the Board, which shall be approved by the Membership prior to payment. Payment to the officers of out of pocket costs necessarily incurred by them in connection with their duties, if incurred in accordance with policies approved by the Board, shall be paid by the Treasurer.

### Section 7.3 President.

(a) The President shall be the Chief Executive Officer of NYS Hockey; he or she shall preside at all meetings of the Membership and of the Board; he or she shall have the general management of the affairs of NYS Hockey and shall see that all orders and resolutions of the Board are carried into effect. The President shall represent NYS Hockey at the USA Hockey Affiliate Presidents meetings conducted during USA Hockey's Winter and Summer Congress. NYS Hockey will provide funding for such expenses.

(b) During the absence or disability of the President of NYS Hockey, the individual serving as the then Vice Chairperson of the Board pursuant to the provisions of Section 6.12 of these Bylaws shall serve as the temporary President of NYS Hockey and, in that capacity, will have all the powers and functions of the President.

Section 7.4 Vice Presidents. Each of the Vice Presidents shall be responsible for the proper administration of the Section he or she represents, including all Section and State tournaments held in his or her Section to ensure that such tournaments are conducted in compliance with tournament rules and regulations.

Section 7.5 Secretary. The Secretary of NYS Hockey shall record, and keep, the minutes of each meeting, conduct correspondence, issue notices of meetings, prepare a "Calendar of Events", which shall have the force and effect of a Rule or Regulation and which may be changed only by vote of the Board taken at least fourteen (14) days prior to the subject change taking effect, and perform the

usual duties of the Secretary.

Section 7.6 Treasurer. The Treasurer of NYS Hockey shall: (a) receive and deposit all monies in the bank accounts of NYS Hockey; (b) keep all books and accounts and pay all bills; (c) present an annual report setting forth in full the financial condition of NYS Hockey at the Annual Meeting, (d) upon reasonable prior notice, exhibit his or her books and accounts to any director or officer of NYS Hockey or USA Hockey during ordinary business hours, and (e) perform the usual duties of a Treasurer.

Section 7.7. Tournament Director. The Tournament Director is elected to represent the President in all matters pertaining to Sectional and State (district) Tournaments.

## ARTICLE VIII – RESOLUTION OF DISPUTES AND SUSPENSIONS

### Section 8.1 Dispute Resolution

(a) General. All claims, demands, discipline or disputes (“**Disputes**”) arising by and between Parties, as defined in Section 8.2, below, shall be subject to the provisions of this Article VIII and shall constitute the sole and exclusive remedy for dispute resolution. As provide in Section 8.7 hereof, this Article VIII is meant to be read and construed with USA Hockey Bylaw 10, and in the event of an omission or ambiguity in this Article, the provisions of USA Hockey Bylaw 10 shall be consulted to provide appropriate guidance therefor.

(b) Purpose. It is the specific purpose of this Article VIII to provide a uniform method of resolving Disputes that is a full and complete substitute for any court proceedings and that utilizes the specific skills, expertise and background of individuals experienced in the sport of hockey and sports administration.

(c) Failure to Follow Procedure. All Parties agree to abide by this dispute resolution procedure. Failure to abide by this dispute resolution procedure shall, in addition to any other sanctions allowed by this Article VIII:

(i) Make a Party and any person or entity representing, participating with or aiding such Party liable for any and all costs and expenses, direct or indirect, including reasonable court costs and attorneys’ fees and the value of volunteer time incurred by USA Hockey, NYS Hockey and its Member Associations, directors, officers and/or agents; and

(ii) Subject such Party to Summary Suspension and/or disqualification from membership and any right to participate in USA Hockey or its Affiliate Associations’ sanctioned events in the sole discretion of USA Hockey, NYS Hockey and its Member Associations.

(d) Submission to Jurisdiction of U.S. Center of SafeSport. Each person defined as a party hereunder agrees that he/she shall be (a) subject to the jurisdiction of the U.S. Center for SafeSport (the “**SafeSport Center**”) with respect to the investigation and resolution of any allegations that such Participant may have violated (i) the sexual abuse and misconduct policies as referenced in the USA Hockey SafeSport Program Handbook and defined by the SafeSport Center, (ii) allegations of violations of USA Hockey’s SafeSport policies that are reasonably related to and accompany a report or allegation of sexual abuse or misconduct, and (b) subject to any action taken by the SafeSport Center as a result of such allegations, including without limitation, suspension, permanent suspension, and/or referral to law enforcement authorities, all as set forth in the SafeSport Center’s Policies & Procedures. *For more information regarding the SafeSport Center and SafeSport, see below, Policies, Policy A – Safety, Part 2 – The USA Hockey SafeSport Program – A Summary.*

(e) Forms. Appended to this Annual Guide are the following forms that may be used in compliance with the requirements of this Article VIII and the Unified Procedure described below. The forms are:

- **Form 1 – Notice of Hearing for Suspension/Discipline**: a letter to a Party advising that a hearing



will be conducted to determine if suspension or discipline should be imposed.

- **Form 2 – Notice of Hearing to Contest Administrative Action:** a letter to a Party advising that a hearing will be conducted to contest an Administrative Action that was made.

- **Form 3 – Notice of Summary Suspension:** a letter to a Party advising of suspension and the right to a hearing.

- **Form 4 – Hearing Panel Decision of Suspension/Discipline:** a format for composing the decision of a Disciplinary Authority Panel regarding Suspension or Discipline.

- **Form 5 – Hearing Panel Decision of Administrative Action:** a format for composing the decision of a Disciplinary Authority Panel regarding an Administrative Action contest.

- **Form 6 – Appeal Authority Decision:** a format for composing the decision of an Appeal Authority Panel.

Section 8.2 Definitions. For the purposes of this Article VIII, the words, terms and phrases used in this Article VIII shall have the following definitions:

**“Administrative Action”** shall mean any action or decision by a Disciplinary Authority (other than “Discipline”) that affects any Party’s eligibility to participate in “Domestic Competition” and/or their membership in any organization within the jurisdiction of these By-Laws.

**“Appeal Authority”** shall mean USA Hockey, NYS Hockey, and if applicable any league, having jurisdiction to decide any applicable appeal according to “Applicable Rules.”

**“Applicable Rules”**, means the articles, bylaws, rules and regulation, playing rules, core values, SafeSport and related policies, and decisions of the Boards of Directors of, USA Hockey, NYS Hockey and the applicable Section.

**“Disciplinary Authority”** shall mean an Association or Affiliate Organization (both as defined at Section 3.1), a league or a program, or component part thereof, a Section and/or NYS Hockey, having jurisdiction to issue Discipline to any Party within the jurisdiction of NYS Hockey.

**“Discipline”** shall mean a suspension, Probation, censure or other discipline of a Party.

**“Domestic Competition”** shall mean any ice hockey event, including, but not limited to, games, tryouts, competitions and the like, other than an international competition, organized and conducted by USA Hockey or NYS Hockey in the New York District.

**“New York District”** shall mean the New York District of USA Hockey.

**“Party”** shall mean: (i) an Association or Affiliate Organization (both as defined at Section 3.1), other affiliate, league, club, sponsor, facility, program, entity or other group or organization, or a component part or a component person thereof; (ii) a person who is a Registered Participant Member of USA Hockey (as defined in USA Hockey Bylaw 1.A), a “Participant” under USA Hockey’s SafeSport program, or a person or organization that is an Allied Member (as defined in USA Hockey Bylaw 1.A and 6.C); and (iii) other persons or organizations within the jurisdiction of NYS Hockey, including but not limited to, players and their parents and/or guardians, managers, coaches, agents or other persons engaged in any manner in or with Domestic Competition or participating in a USA Hockey sanctioned event of any kind in the New York District.

**“Playing Rules”** shall mean playing rules of the game adopted from time to time by: (i) USA Hockey and published as USA Hockey Playing Rules; and (ii) NYS Hockey and published as Playing Rules – Modifications to USA Hockey Official Playing Rules.

**“Playing Rules Suspension”** shall mean suspensions expressly permitted or mandated by the Playing Rules.

**“Probation”** shall mean that, for a defined period of time, if a new infraction against the person or organization is determined to have occurred, then the earlier infraction that gave rise to the probation will be also considered with the current infraction in deciding an appropriate penalty. Often, this means that the penalty will be increased from what it would have been had probation not been imposed. Probation may be imposed by the Disciplinary Authority initially hearing the Dispute, or by the Appeal

Authority (as defined in this Article VIII) hearing an appeal hereunder.

Section 8.3 Unified Procedure

(a) General. Except as may be permitted in Section 8.4 below, no Party may be suspended from participation or otherwise disciplined for any alleged violation of the Rules and Regulation, Policies, Codes of Conduct and Ethics, of USA Hockey, NYS Hockey or a Disciplinary Authority in the New York District, unless a hearing has been held prior to the Discipline being taken according to the provisions of this Unified Procedure. A Party or other person within the jurisdiction of NYS Hockey may be subject to Discipline in accordance with this Unified Procedure for violation of the Applicable Rules or for conduct unsuitable for the sport of ice hockey. With respect to Administrative Actions, a Party is entitled to contest an Administrative Action that has been made with respect to that Party. Where a writing is required, such may be made by email.

(b) Purpose. It is the purpose of this Unified Procedure to provide Parties a fair hearing: (i) prior to being subject to Discipline, which shall include reasonable notice of the grounds for the proposed Discipline; and (ii) to contest an Administrative Action that has been made. The hearing shall include reasonable opportunity to prepare and present their case and argument in accordance with these rules, including the opportunity to call witnesses and present evidence, the opportunity to see all evidence intended to be used at the hearing, to have witnesses questioned pursuant to the rules adopted by the hearing panel, and to be assisted by counsel at the hearing.

(c) Hearing Procedure

(i) Hearing Panel. The Disciplinary Authority considering issuing any Discipline, or upon demand by a Party contesting a suspension or other disciplinary action where no hearing was held, or desires to contest an Administrative Action, shall appoint a hearing panel of a minimum of three reasonably disinterested and impartial persons to conduct the hearing. In cases involving the discipline of referees or coaches, the New York District Referee-in-Chief or Coach-in-Chief, as appropriate, or his/her designee, shall serve on the hearing panel if so appointed.

(ii) Hearing Timing. The hearing panel shall hold the hearings no later than thirty (30) days after its appointment unless a later date is agreed upon by the Parties and approved by the hearing panel.

(iii) Hearing Notice. Not later than seven (7) days before the hearing date, the hearing panel shall provide written notice to all interested Parties of the time and place of the hearing, the manner in which the hearing will be conducted, the grounds for any proposed suspension or discipline, or to contest an Administrative Action, the possible consequences of an adverse finding, and the issues to be resolved by the panel; provided, however, that only the Party subject to the hearing may waive such seven (7) days' notice but such waiver must be in writing.

(iv) Hearing Location. Subject to the provisions of the following subsection (v), the hearing panel shall make every reasonable effort to convene the hearing in a location accessible to all the Parties.

(v) Conduct of Hearing. The hearing panel may in its discretion hold a formal or informal hearing, in person or by telephonic conference call or video conference, hear any evidence it believes is relevant to the issue(s) before it, place limits on time, evidence and documentation, have witnesses or written statements and establish other hearing rules so long as the Parties are informed of the established procedures, each Party has a reasonable opportunity to present its case and argument in accordance with the hearing panel's rules, and each Party is treated in a substantially equal manner. The Rules of Evidence in judicial proceedings shall not apply in the hearing. The Parties may be represented by counsel of their choosing at their own expense, provided that the hearing panel may set rules for the involvement of counsel in the hearing. If the hearing panel has not made arrangements for a record of the proceedings, a Party may at its own expense create a stenographic or other record of the proceedings (but excluding a record by video) and must inform the hearing panel prior to the hearing of any

arrangements so made. A copy of any such record created by or for a Party shall be provided at such party's cost to the hearing panel. Other Parties will be permitted to secure a copy of the record in the normal course at their own expense.

(vi) Burden of Proof

(A) Suspension and Discipline. In order to impose a suspension or discipline, the hearing panel must make a finding supported by a preponderance of the evidence (*i.e.*, more likely true than not true) that the Party violated an Applicable Rule. The Disciplinary Authority proposing the Discipline shall have the burden of proof and shall present evidence to support the suspension or discipline by a preponderance of the evidence.

(B) Administrative Action. When an Administrative Action is contested, the burden of proof shall be on the Party challenging the Administrative Action to prove by a preponderance of the evidence that that the Administrative Action was made in an arbitrary or capricious manner or was not supported by the facts. In a contest of an Administrative Action, only the evidence presented to or considered by the Party taking the Administrative Action shall be presented and considered by the hearing panel.

(vii) Decision. The hearing panel shall use reasonable efforts to: (A) render its decision within five (5) business days of the completion of the hearing or the closing of the record, whichever is later; and (B) prepare and deliver a written decision to the Parties within fifteen (15) business days of the completion of the hearing or close of the record, whichever is later. The written decision shall contain findings of material facts, conclusions, the determination of the hearing panel and statement of any right of appeal a Party may have as a result of the decision. Delivery of the decision to the Parties may be made by First Class United States Mail or other delivery service or electronic mail in the discretion of the hearing panel, as permitted in Section 10.7.

(viii) Scope of Hearing Panel Decision. The decision of the hearing panel shall be: (A) in effect only for the program governed by the Disciplinary Authority; and (B) subject to appeal as set out in Section 8.5. If the Disciplinary Authority wishes to extend any suspension or discipline it imposed beyond its program, it must notify NYS Hockey through its Section President. If the suspension or discipline is imposed by NYS Hockey, or if a local Disciplinary Authority's decision is affirmed by NYS Hockey, and either wishes to extend the scope of the hearing panel's decision beyond the New York District, it may only do so by NYS Hockey submitting a written request therefor with a copy of the written Disciplinary Authority's and/or Appeal Authority's decision to the Executive Director of USA Hockey, who will advise all other Affiliate Associations of the suspension or Discipline, and upon such notice the suspension or Discipline will be in effect for all Affiliate Associations as provided by USA Hockey Bylaw 10.C(3)(h). Notwithstanding any of the foregoing, any suspension imposed by USA Hockey, NYS Hockey or a USA Hockey Affiliate (i) for violation of the sexual misconduct policies of SafeSport or USA hockey, or (ii) that is one year or more in length, shall automatically be considered a national suspension and shall be in effect across all USA Hockey sanctioned programs.

Section 8.4 Exclusions from Unified Procedure

(a) General. As a matter of policy, law and practicality, there are matters that at least initially do not or should not be subject to the Unified Procedure. Any matter not specifically excluded from the Unified Procedure shall be covered by the Unified Procedure.

(b) Purpose. It is the purpose of this Section 8.4 to distinguish those disputes and actions that do not require a hearing prior to imposing a suspension or discipline, or that require different procedural handling and safeguards, and to set them out separately in order to highlight any uniqueness such disputes and actions may possess.

(c) Exclusions.

(i) Summary Suspensions. A Summary Suspension may be imposed by any Disciplinary Authority only in those cases where a Party: (A) has been arrested for a crime alleged to have

been committed; (B) a Party has assaulted another or violated the USA Hockey SafeSport Policy, including such abuse between adults; or (C) other violations of Policies set forth in the annual guides or comparable policies of USA Hockey or NYS Hockey that are in writing and have been approved by USA Hockey or NYS Hockey, respectively.

Any such Summary Suspension must be in writing and given to the suspended Party, and the writing shall inform the Party of his or her right to request a hearing. The suspended Party must submit a request for a hearing of a Summary Suspension within seven (7) days of the Party being notified of the suspension. Any hearing following a Summary Suspension shall be conducted according to the provisions of the Unified Procedure.

(ii) Playing Rules Suspensions. Any Playing Rules Suspension does not require a hearing except that, in the event of the imposition of a match penalty as defined in the Playing Rules, a hearing must be offered to be held as set forth in the Playing Rules, and the terms and length of the Party's suspension shall be as set forth in the Playing Rules, and the terms and length of the Party's suspension shall be as set forth in the Playing Rules unless modified or revoked by the hearing panel. Any hearing for a match penalty being imposed in a district or national championship tournament held in the New York District, the hearing will be conducted immediately after the game in question by the on-site USA Hockey personnel. All applicable game scoresheets and referee reports must be presented to the hearing panel and made available to Party subject to suspension. Any Playing Rule Suspension shall remain in force and effect and be final unless modified or revoked at a hearing, except that if the hearing is not held within 30 days of the incident together with a decision in accordance with the Unified Procedure, the suspended Party shall be automatically reinstated after the 30-day period. The failure to offer the hearing shall not prohibit the hearing body from conducting the hearing after the 30-day period and thereafter imposing further disciplinary action.

(iii) Officiating Suspensions. An official's organization or league or local supervisor of officials shall have the authority to suspend a referee up to ten (10) days without a prior hearing. An official's Association or Affiliate Organization or NYS Hockey shall have the authority to suspend a referee after a hearing (held in accordance with the Unified Procedure) or in accordance with the Summary Suspension procedures.

Any official(s) who boycotts any game(s) due to any disciplinary action taken or not taken by a Disciplinary Authority shall subject said official(s) to Discipline in accordance with the Unified Procedure conducted by the responsible Disciplinary Authority.

USA Hockey does not recognize officials' organizations. However, if any registered USA Hockey official is restricted or denied assignment eligibility for any USA Hockey game by an officials' organization (including any group of officials), except for good cause shown in accordance with such organization's written rules and then only for a very limited duration without a hearing as provided herein, then said such organization shall be subject to suspension or expulsion in accordance with the rules and regulations herein and that restriction or denied assignment shall have no effect.

A USA Hockey registered official who receives a match penalty while playing or coaching, shall also be suspended from officiating subject to a proves for review as set forth below, The official (a) shall not officiate any games pending the review, (b) shall be required to immediately notify the New York District Referee-in-Chief of the player's receipt of the match penalty, and (c) shall advise any assignors/schedulers of officials in order to be replaced in any scheduled games in the immediate future. The Referee-in-Chief shall immediately investigate the incident (including by review of the score sheet, game report and interview of the officials assessing the match penalty) and make a determination and supply a written determination as to whether the match penalty shall cause the official to be suspended from officiating while the match penalty is in effect. The Referee-in-Chief's determination shall be provided to the official in question, the President of NYS Hockey, the appropriate Section President, and the applicable assignors/schedulers. The Referee-in-Chief may make a determination (1) that the official shall be ineligible to officiate pending the match penalty hearing (or expiration of 30 days period for the

hearing), (2) that the official shall be eligible to officiate pending the match penalty hearing, or (3) such possible restrictions as may be appropriate for the official's eligibility (e.g., the official is restricted from certain leagues or categories of games, etc.). The decision of the Referee-in-Chief shall not be binding on the hearing panel reviewing the match penalty or any appeal therefrom. Game assignors and schedulers shall appropriately schedule replacement officials for any previously scheduled games for which the suspended official is ineligible.

(iv) Assault on Game Official. Assaults on Game Officials are violations of the Playing Rules and as such are subject to the provisions for Playing Rules Suspensions. In the event of a match penalty for assault on a game official, the offending Party shall be immediately suspended from all of NYS Hockey and USA Hockey sanctioned activity, and if such penalty is affirmed after a hearing, the offending Party shall be suspended for not less than one calendar year with a one-year calendar year Probation thereafter. In the cases of match penalties for assault on a game official, NYS Hockey or its designated hearing body, shall exercise original jurisdiction in such matter. Suspensions for assault on a game official shall be immediately reported to the President of NYS Hockey, the appropriate Section President, and the USA Hockey Registrar for the New York District. Any game official assessing said penalty shall file with the USA Hockey Referee-in-Chief for the New York District a written game report within forty-eight (48) hours of the incident. The Referee-in-Chief shall immediately investigate the incident and promptly submit a written opinion, together with the game sheets and reports to the President of NYS Hockey, the appropriate Section President, and the applicable Disciplinary Authority (typically, the Association and/or applicable league), indicating whether the incident is applicable under Rule 601(f)1 or is more applicable under a different playing rule. A copy of the Referee-in-Chief's written report and opinion shall be sent by the Disciplinary Authority to the player, team official and the game official involved. The Registrar may accept a registration subject to the terms of this suspension.

(v) High School, College Club Hockey or Other Members. A high school program or college club hockey program that is a member of USA Hockey and NYS Hockey but where membership and eligibility issues are determined pursuant to rules, regulations and dispute resolution procedures of a national, state or district interscholastic athletic organization, shall not be subject to the Unified Procedure to the extent that such organization's rules, regulations and dispute resolution procedures also address the matter.

(vi) Unified Procedures Not Applicable to Personal Injury Claims. Disputes concerning liability or damages arising from personal injury claims are not subject to the Unified Procedure.

(vii) Procedures Applicable to Financial Disputes and Participant Ineligibility.

(A) Decisions Internal to Programs. An Association or Affiliate Organization, a local league or program, and other local organizations in the New York District (collectively, for purposes of this sub-section (vii), a "**Program**") may, pursuant to its internal procedures, determine that a player that is delinquent in dues or fees owed to the Program is not eligible to continue participating in the Program during such delinquency. Such determination shall only apply to eligibility within that Program.

(B) Disputed Claims and Extension of Ineligibility Determination to Other Programs. In the event a Program desires to cause a player to be declared ineligible to participate throughout the New York District based on a determination that the player is delinquent in dues or fees owed to the Program, such extension of the suspension or ineligibility must comply with the following procedures (for purposes of this sub-section (vii), references to a "player" who is a minor-aged player, shall also apply to that player's parent(s) or other person(s) responsible for payment):

1. Notice Required. The Program must deliver a written notice to the player that, at a minimum: (i) describes the nature of the delinquent fees (e.g., membership dues, ice fees, equipment/uniform fees, etc.), (ii) states the amount due, (iii) advises that the player must notify the Program in writing within thirty (30) days if he/she disputes the financial obligation, and (iv) advises that, if the full amount is not paid within thirty (30) days of the player's receipt of the notice, the Program may in its discretion seek to enforce the liability for the financial obligation and have the player deemed

“ineligible” throughout the New York District.

2. Discussion Period. During the thirty (30) day period, the parties may discuss the matter and seek to amicably resolve any disputed amounts and provisions for payment. The parties are encouraged to amicably resolve any disputed debts, and if at any time the Program and player enter into a written agreement to resolve the debt and also making provisions for payment, then the player shall become immediately eligible to participate in all New York District and USA Hockey programs.

3. Financial Obligation Not Disputed. Upon expiration of the thirty (30) day period described above, if (i) the parties have not otherwise resolved the matter, (ii) the amount claimed in the Program’s notice has not been paid, and (iii) the Program has not received written notice from the player disputing the financial obligation, then the Program may request that NYS Hockey deem the players to be ineligible to participate in any Program within the New York District (which request shall include proof of compliance with ¶¶ 1 – 3 of this sub-section). In this circumstance, NYS Hockey may extend the ineligibility of the player throughout the New York District in accordance with the procedures contained in this Article VIII.

4. Financial Obligation Disputed. If the amount of the financial obligation has not been paid or otherwise resolved, and the Program has received written notice from the player that it disputes the financial obligation, then the Program may seek extension of the player’s ineligibility throughout the New York District in accordance with the procedures set forth in this Article VIII, provided that the Program shall take reasonable affirmative steps to enforce the obligation. NYS Hockey, in its discretion, may deny the Program’s request. Any determination by NYS Hockey that the player is ineligible throughout the New York District shall not be a determination that the debt is owed or the amount of such debt, but only that the player is ineligible based on the existence of a disputed debt.

5. Appeals. Any dispute about whether these procedures have been followed shall be decided by a hearing conducted by NYS Hockey pursuant to this Article VIII, and shall be appealable to the Executive Committee of USA Hockey pursuant to USA Hockey Bylaw 10.E. The hearing and appeal shall only address whether the procedures set forth in this sub-section (vii) have been followed, and shall in no way address the liability for or amount of the financial obligations.

(viii) Unified Procedures Applicable to Allegations Regarding Sexual Abuse or Misconduct.

(a) Reporting. In the event that any party under the jurisdiction of the SafeSport Center is alleged to have violated the USA Hockey SafeSport Policy prohibiting sexual abuse or misconduct (see current edition of USA Hockey SafeSport Program Handbook and the SafeSport Center’s Policies & Procedures), or in the event that USA Hockey, NYS Hockey or any USA Hockey Association or Affiliate Organization, other program or any adult party receives a report that is required under the SafeSport program to be referred to the SafeSport Center, USA Hockey, New York State Hockey, its Member Associations and Affiliate Organizations, other programs and adult parties, shall immediately report and refer such matter to the SafeSport Center. The duty to report to the SafeSport Center and its jurisdiction to investigate shall not supersede any local, state, or federal reporting requirements or jurisdiction, and shall not affect or impair the ability of any person that reports to the SafeSport Center from also reporting to the appropriate local, state or federal authorities.

(b) Investigation/Discipline/Adjudication. The SafeSport Center shall have jurisdiction and authority to investigate allegations or reports that a party has engaged in conduct defined in the SafeSport program to be within the SafeSport Center’s exclusive jurisdiction, including without limitation allegations or reports of sexual abuse or misconduct and of any allegations of violations of USA Hockey’s SafeSport policies that are reasonably related to and accompany a report of allegations of sexual abuse or misconduct, to issue any interim suspension or measures pending conclusion of the investigation, to make recommendations of sanctions or disciplinary action as a result of such investigation, and to adjudicate the matter according to the SafeSport Center’s procedures for adjudication. The SafeSport Center shall also have discretionary authority and jurisdiction over other violations of the SafeSport Code.

Neither USA Hockey, NYS Hockey, Associations or Affiliate Organizations nor other program shall engage in its own investigation or disciplinary process related to any allegations or reports that are within the jurisdiction of the SafeSport Center. However, USA Hockey, NYS Hockey and its Associations and Affiliate Organizations may issue a Summary Suspension under Bylaw 8.4, which shall be effective until such time as the SafeSport Center has exercised jurisdiction over the matter and made a determination related to a person's eligibility pending the investigation and adjudication process, and may issue other protective measures less than a suspension that are necessary or appropriate to address the safety of parties in USA Hockey programs.

(c) Appeals. There shall be no appeals of any decision adjudicated by the SafeSport Center except through arbitration with the applicable arbitration body in conformance with the applicable SafeSport, SafeSport Center and other applicable governing documents in effect at such time.

(d) Enforcement of Sanction Imposed by the SafeSport Center. Upon the issuance by the Safe Sport Center of any interim or permanent suspension, disciplinary action, sanction or other measures, after conclusion of the adjudicative process or by agreement with a party subject to suspension or other sanction, USA Hockey, NYS Hockey and its Associations and Affiliate Organizations and other programs shall enforce such suspension, measures or other sanctions, including those issued by the SafeSport Center arising from allegations outside of USA Hockey programs.

(e) Related SafeSport Violations. The delegation of authority and jurisdiction to the SafeSport Center as set forth above, and the restriction on USA Hockey, NYS Hockey and its Associations and Affiliate Organizations and other programs, shall also include the investigation and issuance of sanctions related to allegations of other violations of USA Hockey SafeSport policies (e.g., physical abuse, emotional abuse, bullying, harassment and hazing) that are reasonably related to and which accompany an allegation that involves sexual abuse or misconduct, or matters that do not involve sexual abuse or misconduct which the SafeSport Center has exercised jurisdiction over in its discretionary authority.

#### Section 8.5 Appeals

(a) Right to Appeal. Any Party that is suspended, otherwise disciplined or subject to an Administrative Action may, after a hearing or failure to have a hearing in accordance with the Unified Procedure, appeal such action as follows:

(i) Suspensions. Playing Rule Suspensions or suspensions for violations of bylaws and/or rules of an Association and/or applicable league, may be appealed, as applicable, to the next higher authority, that being to the responsible Section President and then to the Board. Upon the written appeal of any Party whose suspension has been upheld by the Board, the Executive Committee of USA Hockey shall allow an appeal of such suspension to be determined by it pursuant to the provisions of USA Hockey Bylaw 10, provided that the appealing party shall have the burden of production and of proving that the Board committed a gross abuse of discretion.

(ii) Appeals Not Involving Suspensions. Appeals of Administrative Actions or other disciplinary action which do not involve suspension shall be appealed to the responsible Section President and then to the Board. Pursuant to USA Hockey Bylaw 10, there shall be no further appeals of Administrative Actions or other disciplinary actions not involving a suspension from the decision of the responsible Section President or the Board.

(iii) Officials. Officials may appeal a suspension, other disciplinary action or an adverse administrative Action if by an officials association, by the USA Hockey Referee-in-Chief for the New York District or by a local supervisor of officials in the New York District, to the Board. Pursuant to USA Hockey Bylaw 10, if the official has been disciplined by the Board, or if the Board has affirmed the discipline previously imposed, the official may appeal the discipline to a USA Hockey committee consisting of the National Referee-in-Chief, a District Director from NYS Hockey and a third impartial individual selected by those two, and there shall be no further appeal of any decision by the said committee and the Discipline

shall be final.

(b) Appeal Procedure. The appeal procedure for all appeals as described in Section 8.5 above shall be as follows:

(i) Statement of Appeal. The appealing Party must submit a Statement of Appeal in writing to the responsible Section President or to the Board (the "Appeal Authority"), with a copy to the Disciplinary Authority and the hearing panel, of the decision appealed from within fourteen (14) days of receipt of the decision appealed or of the date of the failure to hold a hearing, whichever is applicable. The Statement of Appeal shall include a statement of why the Discipline should be overturned or reversed, and should attach the record of the hearing panel, if any, and a copy of the decision. The Disciplinary Authority and any responding Party shall have fourteen (14) days from the receipt of the Statement of Appeal to file a reply and any reply must be served upon the Appeal Authority and the appealing Party. The Statement of Appeal and reply should be a complete and comprehensive document and include all materials the Party wishes to be considered. Letters and other documents not submitted by the Party him/herself as part of the Statement of Appeal need not be considered by the Appeal Authority. If a Statement of Appeal is not received by the appropriate Appeal Authority within the fourteen (14) day period, the discipline shall be final. The failure to respond by any Party will exclude that Party from further participation in the appeal proceedings.

The Statement of Appeal and any reply shall be no longer than ten (10) typed double spaced pages with a font size no smaller than twelve (12) point. Exhibits to support the Statement of Appeal and/or reply may also be attached, including any relevant governing documents the Party is relying upon to support its argument. Exhibits shall not be included in the ten (10) page limitation.

(ii) Conduct of Appeal Hearing. The Appeal Authority may in its discretion hold a hearing or consider the appeal on the written submissions of the Parties and establish other hearing rules so long as each Party is treated substantially equal. Notice of a hearing, if any, shall be given to all parties, and any hearing may, in the discretion of the Appeal Authority, be held in person, telephonically or by video conference. Only the evidence and theories presented to the Disciplinary Authority or party taking the Administrative Action prior to rendering its decision shall be presented or considered on appeal.

(iii) Appeal Decision. The Appeal Authority shall make every reasonable effort to issue a written decision that shall include a statement with a finding of the facts that were proven at the hearing and the conclusions of the Appeal Authority within fourteen (14) days of the hearing. The Appeal Authority may affirm, reverse or modify (including increase or decrease the term of a suspension) any decision in its sole discretion and as it deems proper under the circumstances.

(iv) Suspension or Discipline Remains in Effect. Any suspension, discipline or Administrative Action appealed from shall remain in force and effect until it expires, is reversed or is modified by the Appeal Authority.

#### Section 8.6 NYS Hockey Suspensions and Expulsions

(a) Violation of Bylaws or Applicable Rules. Violation of these Bylaws or the Applicable Rules, or conduct unsuitable for the sport of ice hockey, by any Party, may subject such Party to suspension or expulsion from NYS Hockey and thus USA Hockey by the Board:

(i) Upon notice of such violation(s), the Board may appoint a special committee to investigate such matters and report to it with recommendations addressing the violations. If the recommendation is suspension or expulsion of the offending party, the Board shall hold a hearing pursuant to this Article VIII to allow the offending Party to present such evidence as it, he or she deems pertinent to the issues before the Board.

(ii) Following the hearing, in closed session, the Board may take action to suspend or expel the offending party from NYS Hockey and/or USA Hockey.

#### Section 8.7 Bylaws and Rules of USA Hockey. The rules and practice set forth in the preceding



Sections of this Article VIII:

(a) Are based upon rules and practices adopted by USA Hockey; and  
(b) Shall be deemed to have been updated or modified to maintain consistency with the Bylaws, rules and practices of USA Hockey. In the event of a conflict between the rules and practices set forth in the preceding sections of this Article VIII, and the bylaws, rules and practices of USA Hockey, if such conflict affects the substantive rights of a party, the rules and practices of USA Hockey shall control.

Section 8.8 Recourse to Courts, Rules. If recourse is had to the courts of any jurisdiction on any matter and for any reason without adhering to this Article VIII, and without altering the prohibition against that recourse stated in this Article VIII, except with respect to USA Hockey (whose own Bylaws shall there apply) the following principles shall apply:

(a) Laws of New York Apply. The laws of the State of New York (except for any conflict of laws provision that may invoke another state's law) shall govern.

(b) Deference to Governing Body Expertise. The constructions, interpretations, rulings, procedures, decisions and opinions of NYS Hockey, its directors, officers and other duly authorized personnel, shall be deferred to as being the product of its experience and judgmental expertise in ice hockey and in the administration of ice hockey. In the event of a conflict in constructions, interpretations rulings, decisions and opinions between NYS Hockey and its Associations, Affiliate Organizations, leagues, programs, players, managers and coaches, they shall be given precedence in the following order: USA Hockey, NYS Hockey, and then Associations and then Affiliate Organizations, with USA Hockey being considered the highest authority and NYS Hockey the next highest authority.

(c) Other Reasonable Inferences Not Controlling. The fact that another reasonable inference or interpretation could be made will not be grounds for overruling or modifying a decision of NYS Hockey (including its duly authorized personnel).

(d) Limitation on Evidence and Theories to Original Hearing. Only the evidence and theories explicitly presented to the original hearing committee for its consideration prior to the rendering of the initial decision by that authority shall be presented or considered in court.

(e) Burden of Proof. The burden of proof shall be on the party attempting to have any decision or action of USA Hockey or NYS Hockey or its Members (including its duly authorized personnel) reversed, modified or changed in any way, and that burden shall be the equivalent of the highest degree of proof required in any civil proceeding.

(f) Governing Bodies/Volunteer Costs. Given the fact that NYS Hockey and many of its members are not-for-profit organizations administered by volunteer effort, each party that is not successful in overturning in its entirety a proceeding, ruling or other decision of USA Hockey or NYS Hockey or its Members, shall pay for any and all fees, expenses and other costs incurred thereby with respect to that matter including, but not limited to reasonable attorney's fees, court, court reporter, transcript, document and exhibit costs; fees and expenses of consultants, experts, investigators and witnesses, and in obtaining and producing materials or evidence, transportation and other *per diem* and incidental expenses of each of the foregoing and of all volunteers; and, the value of each volunteer's time, both in and out of court, as measured by that individual's customary work position.

## ARTICLE IX – INDEMNIFICATION

Section 9.1 Indemnification of USA Hockey. NYS Hockey, an affiliate association of USA Hockey, shall indemnify and hold harmless USA Hockey, the Board of Directors of USA Hockey and each member thereof, the Executive Committee of USA Hockey and each member thereof, the councils and committees of USA Hockey and each member thereof, and all other elected, appointed, employed or volunteer representatives of USA Hockey from any and all claims, liability, judgments, costs, attorney's fees, charges or expenses incurred by any of the indemnified parties, arising from any act or omission

taken or not taken on behalf of NYS Hockey, except to the extent that (a) USA Hockey or its afore-described representatives caused such claims, liability, judgments, costs, attorney's fees, charges or expenses by their own intentional neglect or default or (b) such acts or omissions were in contravention of the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of USA Hockey. Further, NYS Hockey understands and acknowledges that USA Hockey and its afore-described representatives have assumed such assignment, function, office or capacity upon the express understanding, agreement, and condition that they be so indemnified and held harmless to the extent described in this Section 9.1.

Section 9.2 Indemnification of Directors and Officers of NYS Hockey.

(a) To the fullest extent permitted by New York Law, NYS Hockey may indemnify any person who is or was made or threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including any action by or in the right of NYS Hockey to procure a judgment in its favor and an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other entity, which any director or officer of NYS Hockey is serving, has served or has agreed to serve in any capacity at the request of NYS Hockey, by reason of the fact that such person or such person's testator or interstate is or was or has agreed to become a director or officer of NYS Hockey, or is or was serving or has agreed to serve such other corporation, partnership, joint venture, trust, employee benefit plan or entity in any capacity, against judgments, fines amounts paid or to be paid in settlement, taxes or penalties, and costs, charges and expenses, including attorney's fees, incurred in connection with such action or proceeding or any appeal therein; provided that no indemnification shall be provided to any such person if a judgment or other final adjudication adverse to the director or officer establishes that (i) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, or (ii) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

(b) NYS Hockey may, from time to time, reimburse or advance to any person referred to in Section 9.2(a) herein the funds necessary for payment of expenses (including attorneys' fees, costs and charges) incurred in connection with any action or proceeding referred to in Section 9.2(a), upon receipt of a written undertaking by or on behalf of such person to repay such amounts(s) if a judgment or other final adjudication adverse to such person establishes that (i) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, or (ii) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. Nothing contained in this Section 9.2(b) herein shall limit the right of NYS Hockey, from time to time, to reimburse or advance funds to any person referred to in 9.2(a).

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 9.2 shall: (i) apply with respect to acts or omissions occurring prior to the adoption of this Section 9.2 to the fullest extent permitted by law, and (ii) survive the full or partial repeal or restrictive amendment hereof with respect to events occurring prior thereto.

(d) Nothing contained in this Section 9.2 shall limit the right to indemnification and advancement of expenses to which any person would be entitled by law in the absence of this Section 9.2, or shall be deemed exclusive of any other rights to which such person seeking indemnification or advancement of expenses may have or hereafter may be entitled under law, any provision of the Certificate of Incorporation or Bylaws, any agreement approved by the Board of Directors, or a resolution of directors; and the adoption of any such resolution or entering into of any such agreement approved by the Board of Directors is hereby authorized.

## ARTICLE X – MISCELLANEOUS

### Section 10.1 Contracts; Bank Accounts

(a) Except as otherwise provided in these Bylaws, the Board may authorize any officer, employee or agent to enter into any contract or to execute and deliver any instrument in the name of and on behalf of NYS Hockey. Such authority may be general or confirmed to a specific instance. Unless authorized by the Board pursuant to this Section 10.1(a), no officer, agent or employee shall have any power or authority to bind NYS Hockey by any contract or engagement, or to pledge its credit, or render it liable for any purpose or to any amount.

(b) From time to time and as necessary, the Board may select such federally insured banks or depositories as it shall deem proper for the funds of NYS Hockey. The Board shall determine who shall be authorized from time to time on NYS Hockey's behalf to sign checks, drafts or other orders for the payment of money.

(c) Unless otherwise determined by the Board with respect to a specific matter, as a general matter, each of the President and the Treasurer, one acting without the other, is authorized to execute and deliver any agreement, contract, certificate, affidavit, pleading, letter, undertaking, release, instrument or other document for and on behalf of NYS Hockey.

Section 10.2 Surety and Bonds. In case the Board shall so require, any officer or agent of NYS Hockey shall obtain for the benefit of NYS Hockey a bond and such sum and with such surety or sureties as the Board may direct, covering the faithful performance of his or her duties to NYS Hockey and including responsibility for negligence and for the accounting of all property, funds or sureties of NYS Hockey which may come into his or her hands.

Section 10.3 Seal. The seal of NYS Hockey shall be as follows:



Section 10.4 Construction. If there is any conflict between the provisions of the Certificate of Incorporation and these Bylaws, the provisions of the Certificate of Incorporation shall govern.

Section 10.5 Notices by Electronic Mail. Unless expressly provided otherwise, whenever these Bylaws permit or require a notice or other item is to be given or delivered, such notice or item may also be given or delivered by sending same to the recipient by electronic mail at the recipient's last known email address. Such notice will be deemed to have been received by the recipient on the date of transmission, if received by the recipient before 9 p.m., New York time, on the date of transmission; or on the next day, if received after 9 p.m. on the date of transmission.

Section 10.6 Delegates to USA Hockey Annual Congress. In years of fiscal solvency, the Board may select up to three (3) additional voting members of the Board to attend either a regular USA Hockey

Annual Congress or Mid-Winter Meeting. Upon returning, those members sent will provide the Board with reports of the meetings they attended.

Section 10.7 Amendments. These Bylaws may be adopted, amended or repealed by the Members at the Annual Meeting. Bylaws, may also be adopted, amended and repealed by a two-thirds vote of those Board members entitled to vote at a duly constituted meeting of the Board. Any Bylaw adopted, amended or repealed by the Board must be presented on the agenda at the next Annual Meeting of the Membership for ratification. Any proposal that is defeated may not be placed back on the agenda for a period of two (2) years unless, by a three-quarters vote of the Board, that proposal is given approval to appear back on the agenda at the next Annual Meeting. Notwithstanding the foregoing, no amendment of Article V may be made except upon the identical motion having been approved by a two-thirds vote of the Delegates in attendance at three (3) consecutive Annual Meetings.

**NEW YORK STATE AMATEUR HOCKEY ASSOCIATION INC.**  
**RULES AND REGULATIONS**

**1. MEMBERSHIP**

A. Membership Application Forms

An Association (as defined in the Bylaws of the New York State Amateur Hockey Association, Inc. ("**NYS Hockey**") and the teams comprising the same are required to complete and submit an official USA Hockey, Inc. team roster each year, accompanied by the required membership fees of USA Hockey, Inc. and NYS Hockey. In addition, each member Association will be required to complete and send in the "GUIDE FORM". An Association will not receive the NYS Hockey mailings including newsletters; voter delegate forms and other required forms unless this form is completed each year. Failure to comply with the above may lead to additional sanctions as determined by the NYS Hockey Board of Directors (the "**Board**")

B. Association Admission to Membership; Classifications and Levels; Changed to Same

1. An application for membership by a new proposed Association must state the program classification(s) for the teams that the proposed Association intends to offer, which may include more than one such classification. "Classification" means any of the following programs as defined by USA Hockey: (a) Adult; (b) Youth up to age 18; (c) Girls up to age 19; (d) High School Club (full-time students enrolled in grades 9-12 and no older than age 20); (e) Women; and (f) Disabled. The Board may create additional classifications of membership as and if the need arises.

2. An application for membership by a new proposed Association must also state the program level at which the teams of the proposed association will compete, subject however to the tournament-bound restrictions provided at #5 below. "Level" means the following program and team levels including as defined by USA Hockey where applicable: (a) Tier I; (b) Tier II; (c) Tier III; All tournament-bound teams of an Association must compete at the same Level, with the exception of Girls teams as provided under these Rules.

3. Applications for Membership by a new proposed Association must be made to the President of the responsible Section and may be heard and voted on at a duly noticed Section meeting of the Section where the proposed new Association and its teams will be registered, as provided under these Rules.

4. New proposed Associations after acceptance by the responsible Section, must be confirmed by the Board prior to such Association becoming a Member of NYS Hockey. The President of the responsible Section shall make such confirmation request at the next scheduled meeting with minor athletes and shall be rescreened every two (2) years, with a supplemental screen every other year;

- All board members or officers of NYS Hockey, its member Associations and Affiliate Organizations, eighteen (18) years of age or older, regardless of whether the individual will have regular contact with or authority over minor athletes, are required to submit to a background screen before entering into such role and shall be rescreened every two (2) years, with a supplemental screen every other year of the Board following a Section vote approving the new proposed Association.

5. New proposed Associations involving Youth, Girls and High School Club teams will not be eligible for Tier I, II or III tournament-bound play for the first three (3) consecutive seasons of the proposed Association (and subject to any additional requirements of USA Hockey), after acceptance by the Section and confirmation by the Board, unless such tournament-bound Classification play is approved by the Board.

6. An Association that was a Member of NYS Hockey but whose Membership was terminated pursuant to the NYS Hockey Bylaws or action of the Board, must make application through the President of the responsible Section on the same basis, and be accepted for Membership and confirmed

by the Board, by the same process as a new proposed Associations including the rules regarding Classification and Level.

7. Requested change in Classification by an Association must be made through the President of the responsible Section, voted on at a duly noticed Annual Section Meeting of the responsible Section, and any such acceptance by the Section confirmed by the Board.

8. Requested change in Level by an Association must be made through the President of the responsible Section, voted on at a duly noticed Annual Section Meeting of the responsible Section, and any such acceptance by the Section confirmed by the Board.

C. Challenge to Tier III Classification

The Tier III level for Associations was created to foster the development of new Associations and to provide a level for small Associations to compete. Over time some Associations will mature to the point where in the best interests of amateur hockey they shall move up to the Tier I or Tier II level. Failing that Association's voluntary request to move up to Tier status, either of the following two steps may be taken:

1. Any member of the Board may make a motion to the full Board to compel a Tier III Association to move from Tier III status to Tier I or Tier II status.

2. A minimum of five (5) Tier III Associations may make a joint motion to the full Board to compel a Tier III Association to move from Tier III status to Tier I or Tier II status.

With respect to the foregoing:

(i) The above motions must be received by the Secretary of NYS Hockey no later than thirty-five (35) days prior to the NYS Hockey Annual Meeting; and

(ii) In order for the motion to pass, a two thirds (2/3) majority of all NYS Hockey directors (not 2/3 of those present at the Annual Meeting) must vote in the affirmative at that Annual Meeting. The Board shall determine the Tier that the Association shall move to and the decision of the Board is final.

(iii) The affected Association may apply for reinstatement to the Tier III level at the Annual Meeting of its Section two years hence.

D. New York District Team Registration

A team must register in the Section in which eighty percent (80%) or more of its players reside. If eighty percent (80%) of the players do not reside in a single Section, the team must register in the Section where it plays the highest percentage of its home games. The Board must approve any exception.

E. Right to Hold Tournaments

Any Member of NYS Hockey may hold a tournament provided it has applied for and received sanction from USA Hockey, Inc. and NYS Hockey

F. Screening

Determinations related to a person's eligibility or ineligibility to participate in USA Hockey programs based on the results of a background screen shall be determined according to the procedure set forth in the USA Hockey SafeSport Program Handbook. USA Hockey expressly requires in the Handbook that each Affiliate, here NYS Hockey, and each junior league and the American Collegiate Hockey Association (ACHA) "shall require that all [Associations] have the required volunteers and employees screened through the USA Hockey Nationals Background Screen Program prior to participation or any access to minor Participants." The Handbook may be found at the USA Hockey website. Each Association is required to review the Handbook, and must comply with the screening requirements set forth therein.

**Who Must Be Screened.** In summary, the Handbook provides that the following individuals

are required to be screened:

- All coaches eighteen (18) years of age or older who will have regular contact with or authority over minor athletes, are required to submit to a background screen before any such contact with minor athletes and shall be rescreened every two (2) years, with a supplemental screen every other year;
- All officials eighteen (18) years of age or older who will have regular contact with or authority over minor athletes, are required to submit to a background screen before any such contact
- All volunteers, billets, and anyone else eighteen (18) years of age or older who will have regular contact with or authority over minor athletes, are required to submit to a background screen before any such contact with minor athletes, and shall be rescreened every two (2) years, with a supplemental screen every other year; and
- All employees who are eighteen (18) years of age or older who will have regular contact with or authority over minor athletes, are required to submit to a background screen before any such contact with minor athletes, and shall be rescreened every two (2) years, with a supplemental screen every other year.

**Regular Contact With Minors.** The Handbook clarifies that for purposes of defining those persons who have “regular contact” with minors, USA Hockey considers all of the following persons to have regular contact with minor Participants: (i) members of the NYS Hockey Board of Directors, (ii) member Association and Affiliate Organization program administrators, including board members, hockey directors and other program staff who have regular contact with or authority over minor Participants, (iii) coaches, (iv) team managers, (v) officials/referees, (vi) locker room monitors, (vii) team drivers (unless professional transportation companies are used), (viii) travel chaperones, and (ix) other persons whose position with USA hockey, an Affiliate (including NYS Hockey, its member Associations and Affiliate Organizations) or member program allows them to have frequent or routine contact with minor Participants.

**Who Does Not Need To Be Screened.** USA Hockey does not consider persons serving solely in the following roles to have “regular contact” with or authority over minor Participants (note, this is not an exhaustive list): (i) scorekeepers, (ii) penalty box operators, (iii) concession stand workers, and (iv) arena entry/ticket takers.

The screening procedure required by USA Hockey, as set forth in the Handbook, shall be adhered to by all Associations, Affiliate Organizations and others, as designated.

#### G. SafeSport Program

1. All Associations and Affiliate Organizations shall comply with the USA Hockey SafeSport program, as provided herein, in the Association and Affiliate Organization Agreements, and in the *SafeSport Compliance Agreement*.
2. At least one representative must be named by each Association as their SafeSport representative. This person must then complete the USA Hockey SafeSport training materials which consist of a number of online training videos.
3. Every Association must submit the name of their SafeSport representative and the date training was completed to his or her Section SafeSport Coordinator by November 30<sup>th</sup> each year. All Association and Affiliate Organization officers, directors, administrators, etc., must take the training material as well, as provided in the SafeSport program.

## 2. PARTICIPANT MEMBER AND TEAM REGISTRATION

General rules for all Participant Members and Teams (players, Coaches and teams):

1. The USA Hockey national office sends ice hockey registration materials to each association registrar or his/her designee, in each district, which will include instructions on the proper procedure to register participants.
2. Online registration is mandatory for all programs.
3. Participant Members are to register online using the USA Hockey website at:

[www.usahockey.com](http://www.usahockey.com). This includes volunteers and managers.

4. Effective as of the 2017-2018 season, all Participant Members (players and coaches) will pay the USA Hockey Registration fee as determined by USA Hockey in addition to the Annual NYS Hockey fee of \$8.00. (There is no fee for the 6 and under age classification.). Both USA Hockey and NYS Hockey fees are paid when the participant registers online with USA Hockey. THERE IS NO CHARGE FOR VOLUNTEERS OR MANAGERS.

5. The USA Hockey Registration software is required for all programs.

6. Organizations will electronically claim the participant(s) players coach, manager and (volunteers) using the USA Hockey Registry program provided by USA Hockey.

7. Registration is complete only when the participant member's registration confirmation number is claimed by a USA Hockey local association/member program.

8. Once team tryouts or evaluations are completed, all players/parents or guardians and the Association shall complete and sign a Player/Association Commitment Form (Form NYSAHA-01). This form is utilized to protect the Player and the Association. The player/parent or guardian and the Association shall keep a copy of the signed form. Form NYSAHA-01 can be found on the NYSAHA website [www.nysaha.com](http://www.nysaha.com) and in the NYSAHA Guide Book (Section 1).

9. All teams and participants of local associations and member programs must register with USA Hockey in a manner prescribed by the district registrar and in line with the procedures set forth by USA Hockey. All national tournament bound teams shall be required to use the official USA Hockey roster registration form (1-T). Affiliates and leagues may also require the USA Hockey roster registration form (1-T) for specified teams.

10. The participant's name must appear on an approved team roster, completed and turned in to the Official District Registration Office for approval. Player signatures on rosters are not required.

11. It is required that ALL PLAYERS of any gender on a youth, high school, girls or women's national tournament-bound team participating with a NY District-approved member program, must have birth and citizenship verified prior to participation with the approved member program and/or roster approval. Acceptable forms of proof of citizenship and birth are a government-issued birth certificate or passport identification page for each rostered player. Documents are to be submitted, by the Association registrar to the USA Hockey Associate Registrar for verification and affirmation prior to participation in their Association and/or with roster submittal. Those not in compliance will be redlined on the roster and are not eligible for participation.

12. In order to compete in all NYS Hockey sponsored tournaments, the TEAM ROSTER 1-T form must be approved by the USA Hockey Associated Registrar. For tournament-bound (both natural and artificial ice) teams, the roster must be completed and received by the Registrar no later than December 31<sup>st</sup> of each year for youth and girls' teams and February 15<sup>th</sup> for high school club, varsity and/or prep school divisions. Time requirements are strictly enforced.

13. Multiple Team Registration

A. A player may not register on more than one team that is tournament bound except for High School Varsity and/or Prep School divisions. Player changed to the official team roster form (1-T) for youth Tier I, Tier II and Tier III teams and girls' national tournament-bound teams will not be accepted after December 31<sup>st</sup>. For high school club, varsity and/or prep school division changed will not be accepted after February 15<sup>th</sup>.

B. A youth or girls' team cannot dually register and/or roster in multiple associations. A team will be considered the same team if the maximum number of rostered players comprise 50% or more of another team roster from another association.

14. For tournament-bound teams to be eligible to participate in State Tournaments, all Participant Members of the Association must be registered. A tournament-bound team is any team, which through league play-off, Sectional, or independent play will be seeing a berth in any State and USA



Hockey National Tournament.

15. The USA Hockey Annual Guide Book, Playing Rules and the NYS Hockey Guide Book are available online at the NY District website [www.NYSAHA.com](http://www.NYSAHA.com) for all participating members.

16. 8 and under compliance will be in accordance with USA Hockey rules.

17. Any player from another USA Hockey Affiliate/District who wants to register and participate on a team within New York will not be permitted to register until he/she provides written documentation that he/she does not have any financial obligation, whether monetary or equipment, to any component of their previous Affiliate/District.

### **3. HIGH SCHOOL**

The following rules are applicable to all High School Club teams, regardless of tournament-bound status:

1. Junior Varsity and Varsity teams must register with USA Hockey as High School Club Teams. The definition of a schools organization includes both Junior Varsity and Varsity teams of the school or school district.

2. All players must be enrolled in a high school for the entire season, be in grades 9 – 12, and be eligible for 4 years from the time they enter the 9<sup>th</sup> grade. However, upon an approved waiver by the Section President, one 8<sup>th</sup> grade goalie may be allowed for non-tournament bound JV teams only, provided, however, that such team shall be rostered as an U14 or U16 non-tournament bound youth team which shall be permitted under this limited exception. Rostered players may not be 19 years of age prior to September 1<sup>st</sup> of the current playing season. Players must try-out for the school they attend if it has a team, and cannot be rostered on more than one Varsity team during the season, whether tournament-bound or non-tournament-bound. The High School League, where applicable, shall determine the method used to roster out-of-district players.

3. Players who play on Private, Preparatory, Parochial and NYS Public School teams not designated “Club,” can play up to a maximum of four games on private, preparatory, parochial, and NYS public teams not designated “club” and still be eligible to play on high school club teams.

4. All member teams of a High School League must register through their League’s registrar.

### **4. PLAYER MOVEMENT**

A. Player Movement Restrictions. Once a Player/Association Commitment Form, (NYSAHA-01), is signed by the Player/Parent or Guardian, coach and Association, no player movement to another Association shall be allowed until the conclusion of the appropriate State or National Tournament as outlined below unless there are extenuating circumstances as set forth in Rule 4, Section E below. In addition, no team or Association may engage in “Recruitment” (as defined in this Rule 4) of players or offer contracts to players for the following season until:

(i) for teams comprised of players 13 years old and Over (including Tier I, Tier II and Tier III teams), until 48 hours after the last game of the Youth National Championships (both Tier I and Tier II Nationals must be completed), or;

(ii) for all other teams that do not lead to a National Championship (currently 8 & Under, 10 & Under, and 12 & Under, until 48 hours after the conclusion of the last game of the NYS Hockey State Tournaments.

B. Player Movement Policy.

(i) At the completion of the current regular season as defined in this rule, all players without an outstanding financial obligation shall be automatically released from their current season Association. Financial obligation included both monetary and equipment obligations. Individuals shall be notified by their current season Association of such financial obligation before the end of the current season.

(ii) No later than ten (10) days before the first established tryout date, all Associations shall provide a Financial Obligation List to their respective Section President which shall detail all players who have an outstanding financial obligation. Failure of an Association to submit this list within this time frame will waive the right of that Association to object to a release pursuant to subsection Rule 4.B (i) above.

(iii) No later than seven (7) days before the established tryout date, the Financial Obligation Lists shall be shared by the Section Presidents with all Association Presidents within the respective Section and with the other Section Presidents.

(iv) Once a player is included on a Financial Obligation List, an approved Player/Financial Release form (NYSAHA-02) shall be required to release the player. Form NYSAHA-02 can be found on the NYSAHA website ([www.nysaha.com](http://www.nysaha.com)) and in the NYSAHA Guide Book (Section I).

(v) Players included on the Financial Obligation List and engaged in player movement, shall be required to have and provide an Approved Player/Financial Release Form (NYSAHA-02) prior to skating with or committing to another Association, including tryouts and/or evaluations for players.

(vi) Player movement is defined as a player leaving an Association to play in another Association before the completion of the current season.

(vii) It is not considered player movement if a player participates on teams in multiple Associations during a season unless otherwise restricted by the appropriate Section.

C. Out of District Player Movement. In the event a player was rostered during the previous season in a different USA Hockey Affiliate or District than NYSAHA, a written document that verifies the player does not have a financial obligation to the former team shall be required.

D. Player Movement During the Season.

1. When a player joins a new Association and the Association and player commit in writing, that commitment to participate is for the next complete season. Until the season ends as provided in sub-section B above, no permission to move shall be granted without "Extenuating Circumstance", as defined in this Rule 4 Section E, below.

2. Regardless of the circumstances, players shall be prohibited from signing or committing to a new Association between February 1<sup>st</sup> of the current season until the official end of the season as outlined above.

3. All player movement during the season shall require an Approved Player/Financial Release Form (NYSAHA-02) signed by the Association President and the Parent or Guardian.

4. Movement in the season shall be permitted from one State or National Tournament Bound team to another State or National Tournament Bound team so long as the player in question has not participated in a State or District Tournament game and there financial obligation is satisfied to the previous organization. The previous organization has final determination on granting release to the player.

The player's eligibility for District and National Tournament within their new District is defined by whether or not he/she has played in a game that led to the National Tournament while playing for his/her previous team. Refer to USA Hockey Annual Guide, page 168, Section E National Championship Bound Teams which states "no player may play in more than one (1) State, Affiliate or District Championship or playoffs leading their to." Refer to the District Guidelines from the District where the player is coming from for determination of what constitutes a State, Affiliate, District Championship or playoff game that leads to Nationals.

All player movement must be done prior to the December 31<sup>st</sup> deadline in order for the player to be eligible for State and National Tournaments within his/her new District. This is restricted to players at the Tier I level only.

Movement is only permitted in two instances:

A. A player outside of the New York District coming into the New York District  
B. A player from the New York District going to play in another District  
Movement of a player from one (1) New York District Team to another New York District Team is prohibited.

E. Extenuating Circumstances. For any player movement request not permitted in accordance with sub-sections B above, the request shall be submitted to and approved by the respective Section President who will make the determination. Unless approved by the New York State Amateur Hockey Association Board of Directors, Extenuating Circumstances are limited to the following:

(i) The player's current Association has signed a Player/Financial Release at any time during the season with respect to the player who is not in violation of their NYSAHA Player/Association Commitment Form (NYSAHA-01);

(ii) The team on which the player was rostered has been disbanded, and the Association cannot offer the player a comparable team on which to play (a non-tournament-bound team is not a comparable team if the player was originally rostered on a tournament-bound team); or

(iii) The player has relocated to another region such that it would be impracticable, or unreasonable, to require the player to continue to play with the current Association. For any reason other than (i) above, extenuating circumstances must include the player having satisfied all reasonable financial obligations to the current Association. A Player/Financial Release sought under Extenuating Circumstances ordinarily should not be granted after February 1<sup>st</sup> if the player was rostered on a tournament-bound team during the current season.

F. Recruitment. Associations, through their Participant Members or other component persons (whether or not affiliated with the Association), are prohibited from soliciting or otherwise contacting youth, girls or high school players from another Association, such as by offering contracts, holding tryouts, development camps, programs or other activities, or otherwise engage in conduct that would appear to suggest that such a player who has not been released change his or her affiliation with their current Association (such activities to be known as "Recruitment"). It shall be evidence of Recruitment if after such player and Association have executed a commitment and the player has not been released by obtaining a Player/Financial Release if necessary as outlined in rule 4, that the player is contracted by another Association in the above prohibited manner. Any written and signed complaint regarding Recruitment shall be directed to the respective Section President, who will investigate and make a full report to the Board, which will take action as deemed necessary and appropriate.

## **5. TEAM/PARTICIPANT MEMBER REGISTRATION FOR 8 AND UNDER COMPLIANCE**

All Players 8 and under shall participate on teams registered in the 8 and under classification. Any exception to the cross-ice program must be approved by NYS Hockey then sent to USA Hockey for approval by USA Hockey Player Development Committee.

USA Hockey has approved the following: THERE WILL BE NO EXCEPTION for an 8 year-old (refer to the current Season Age Classification). ALL 8U AND UNDER PLAYERS will play cross or half ice only.

## **6. OFFICIALS REGISTRATION**

A. Officials shall register online at USAHOCKEY.COM. Paper applications are available through the District Referee in Chief.

B. Each candidate for Level 1, 2, 3 or 4 must pass an open book rules examination, complete online modules and attend a USA Hockey Officiating Seminar annually. Level 2 and 3 candidates must pass a closed book rules exam annually. Level 4 candidates must also pass a closed book rules exam annually in addition to an annual skating exam.

C. Upon completion of all requirements, the official will receive a registration card

and sweater crest. It is mandatory that the registration card be carried while officiating any USA Hockey game. In addition, it must be presented following the game, upon request.

D. For information regarding the USA Hockey Officiating Program Registration fees and NYS Hockey officiating fees review the USA Hockey Registration website for any updated fee structure.

E. NYS Hockey reserves the right to impose additional fees. Should this right be exercised an official may not officiate in NYS Hockey until such fees are paid. An official's registration shall expire on November 30<sup>th</sup> of each year. To be eligible to work end of season tournaments, an official must be completely registered by December 31<sup>st</sup>.

## 7. COACHES

A. All coaches, assistant coaches and instructors (including instructors of third-party clinics and workshops) for all teams after August 1<sup>st</sup> of the current playing season must have completed the USA Hockey and NYS Hockey requirements for coaching prior to them being allowed to participate with a team, as follows:

(i) Coaches and instructors over the age of 18 shall have registered with USA Hockey, completed screening certification and obtained SafeSport training certification;

(ii) Attain, or register for, an appropriate coaching clinic; and

(iii) The appropriate age classification module must be completed prior to participating with a team. Failure to comply with this Rule will result in the Association/team not being able to roster the coach, ineligibility of the team for play, and forfeiture of games and other penalties as the Board may deem appropriate. No exemptions will be granted by the Coach in Chief.

B. All coaches (heads and assistants) as well as instructors of USA Hockey programs shall be registered for the current season (before the start of the season) in order to be eligible to coach/instruct in any regular season activities (practices, clinics, games, tournaments, try-outs, etc.) of NYS Hockey, District, Regional Playoff, National Championships or in the USA Hockey Player.

C. There will be an annual fee as determined by USA Hockey, to register the coaches (heads and assistants) and instructors. If a coach or instructor has paid a registration fee for the current year as a player, he/she shall not be required to pay an additional fee as a coach or instructor for said registration.

D. All ice hockey coaches as well as instructors of USA Hockey programs shall be registered for the current season (before the start of the season) in order to be eligible to coach/instruct in any regular-season activities (practices, clinics, games, tournaments, try-outs, etc.) state, district, regional playoff, national championships or in the USA Hockey Player Development Programs. There will be an annual fee to register the coaches (head and assistants) and instructors. Coaches who also play on a USA Hockey registered team are required to pay this registration fee only once per year. Coaches may register as participants online at usahockey.com or through a local association/member program (refer to Section I Participant Registration). Junior coaches shall register with and through their teams with the junior registrar.

### E. **PLEASE NOTE:**

**Note 1:** All USA Hockey Coaching Education Program Instructors and National Player Development Camp coaches will be exempt from the annual participant registration fee, but must complete the participant registration process.

**Note 2:** The head coach and all assistant coaches of each disabled hockey team must complete the required CEP registration and proper level of certification. Those volunteers or employees who assist with helping disabled hockey teams (i.e. interpreters, pushers, on-ice mentors, etc.) must be properly registered with USA Hockey but are not required to attend a CEP clinic and otherwise comply with these rules and regulations.

F. Helmets. All ice hockey coaches and instructors (including instructors of third-party clinics and workshops) of registered USA Hockey Youth 18 & Under and below, high school, Girls'/Women's

19 & Under and below, and disabled programs, must properly wear an approved ice hockey helmet during all on-ice sessions, including practices, clinics, controlled scrimmages and all coach and referee clinics (seminars) and/or workshops. This rule will also apply to coaches of teams and instructors not normally subject to this rule while on the ice at any of the events previously mentioned in this section. The helmet must be properly worn with the chin strap properly attached. Failure to comply will result in a 30-day suspension from all activities involving NYS Hockey and USA Hockey registered programs. Associations are responsible to insure that this rule is enforced without exception, and an Association found not to be in compliance may be sanctioned.

## **8. PLAYING RULES – MODIFICATIONS TO USA HOCKEY OFFICIAL PLAYING RULES**

A. In order to play a “game” in New York State, NYS Hockey teams must use USA Hockey, Inc. registered officials.

### **B. Match Penalty Report and Suspension.**

(i) Participants. When a match penalty is assessed to a player, coach, manager and/or team official (collectively, a “Participant”), the participant shall immediately be suspended from all USA Hockey/NYS Hockey sanctioned events until the infraction has been addressed by a hearing as required herein unless such infraction has been addressed under the NYSAHA Discipline for match penalties set forth below. The coach of such team shall report the incident to the Vice President for the Section within 48 hours. Failure of the coach to report may result in immediate suspension of the coach upon the Section President becoming aware of the situation. A mandatory hearing shall be held by the proper authorities and a decision made relative to any further disciplinary action within 30 days of the incident. If extenuating circumstances prevent the proper authorities from conducting the mandatory hearing, the offender shall automatically be reinstated after 30 days. If an Association/league conducts an internal hearing, the Association/league president or designee must notify the Section President, in writing, of the results of said hearing within 72 hours.

(ii) Officials. Any official within the New York District assessing a match penalty must forward a written report, along with a copy of the scoresheet, to his/her Local Supervisor of Officials within 48 hours. This report shall be made using the official USA Hockey Game Reporting Forms when assessing a match penalty. Failure to correctly report the above-mentioned penalties will result in the suspension of the official's certification. NOTE: When a Match Penalty is assessed for an alleged physical attack/assault on an official, the District Referee-in-Chief must be notified by telephone, and a copy of the incident report must be forwarded, both within 48 hours.

### **C. Match Penalty and Game Misconduct Disciplinary Procedures.**

(i) NYS Hockey shall maintain a state wide disciplinary panel (the “Match Panel”) with a Disciplinary Chair selected by the NYS Hockey President to oversee Match Panel hearings. Four (4) Match Panel Members shall be appointed by each Section VP, for a total of 16 Match Panel Members. Each Section President shall designate one of said 4 Match Panel Members to be the Assistant Chair for that Section. The Assistant Chair shall assist the Disciplinary Chair in scheduling Section Match Panel hearings (with a minimum of 3 Match Panel Members for such Panels), assigned by the Disciplinary Chair. All Match Panels must consist of an odd number of Match Panel Members (e.g. 3, 5). The Match Panels shall constitute the Disciplinary Authority to hear issues resulting from infractions under this provision unless a different Disciplinary Authority is authorized below. Match Panel notices of hearing will be sent out by the Disciplinary Chair or the Assistant Chair for the pertinent Section to the suspended Participant and the assigned Match Penalty Panel Members, providing the known details and alleged factual information regarding the match penalty and the Participant’s option of selecting a standard number of game suspensions.

(ii) Associations and teams that are part of a recognized USA Hockey/NYS Hockey League, such League shall constitute the Disciplinary Authority to hear issues resulting from match penalty infractions under this provision. In conducting its hearing, the League will be required to (a) give the

Participant the option of a standard number of game suspensions (as listed below), or (b) to conduct a hearing pursuant the time lines required under the applicable bylaws and rules of USA Hockey and NYS Hockey.

(iii) If an Association or team is not a member of a recognized USA Hockey/NYS Hockey League, the Match Panel for the Section in which the Participant resides shall hear issues resulting from infractions under this provision. The Match Panels in each Section shall be scheduled to meet at a minimum of every 3 weeks with at least 3 Match Panel Members available, and shall hold such scheduled hearings if required, so that Participants will be offered a timely hearing within the 30-day hearing requirement.

(iv) The Section VP shall not serve as a Match Panel Member or on the Disciplinary Authority, and shall only be involved as the Appeal Authority within the appeal process. Any determination that is handed down from an Appeal to the Section VP may then be appealed to the NYSAHA Appeals Panel of the NYSAHA Board of Directors.

(v) Standard Game suspensions for Match Penalties are intended to standardize the penalties assessed in most match penalty circumstances. In many but not all circumstances, a Participant may opt for a standard game suspension, but if such is not selected a hearing shall be held before the Disciplinary Authority. The Disciplinary Authority may impose a different (more or fewer) game suspension penalty dependent upon the factual basis for the infraction than the standard game suspension. In addition to any suspension imposed by the Disciplinary Authority, the suspended Participant may also be placed on probation for a period of time as determined by the Disciplinary Authority; and if a Participant accepts the Standard Game suspension they will automatically be placed on probation as stated herein below. As defined in this Guide Book, "Probation" shall mean that, for a defined period of time, if a new infraction against the person or organization is determined to have occurred, then the earlier infraction that gave rise to the probation will be also considered with the current infraction in deciding an appropriate penalty. Often, this means that the penalty will be increased from what it would have been had probation not been imposed. Probation may be imposed by the Disciplinary Authority initially hearing the Dispute, or by the Appeal Authority (as defined in this Article VIII) hearing an appeal hereunder.

(vi) Match penalties requiring a hearing are determined under USA Hockey Rule 601(e.3) Abuse of Officials and Other Misconduct – Hateful/Discriminatory Language, as modified by the NYS Hockey Guide Book at paragraph 8.E.

D. NYSAHA Standard Suspensions. Except as may be modified from time to time by USA Hockey and/or NYS Hockey, Standard Match suspensions are as follows -

**Level 1 Match Penalties - 10 games plus a minimum of 1 year Probation, or request a hearing**

Rule 305(b) Dangerous Equipment

Rule 601(f) Abuse of Officials and Other Misconduct (this includes all match penalties assessed under this rule except 601(f.1) Physical Assault of an Official)

Rule 602(a) Attempt to Injure/Deliberate Injury of Opponent

**Level 2 Match Penalties - 7 games plus a minimum of 9 months Probation, or request a hearing**

Rule 603(c) Boarding

Rule 606(b) Butt-Ending

Rule 607(e) Charging

Rule 608(c) Checking from Behind

Rule 619(b) Head Butting

Rule 620(c) Head Contact

Rule 634(d) Slashing (Swinging Stick During Altercation)

Rule 635(b) Spearing

**Level 3 Match Penalties - 5 games plus a minimum of 6 months Probation, or request a hearing**

Rule 604(e) Body Checking- Competitive Contact Category

Rule 609(c) Cross-Checking

Rule 611(c) Elbowing

Rule 615(c) Fighting (Helmet Removal)

Rule 621(c) High Sticks

Rule 622(c) Holding an Opponent

Rule 623(c) Hooking

Rule 627(b) Kicking Opponent or Puck

Rule 628(c) Kneeing

Rule 633(a or b) Refusing to Start Play

Rule 634(c) Slashing

Rule 639(c) Tripping/Clipping/Leg Checking/Slew Footing

Rule 640(e) Unnecessary Roughness (Roughing)

E. Additional Rules Related to Match Penalties

(i) The following additional rules shall apply to match penalty resolutions under this provision –

(a) If the Participant requests a hearing, the Disciplinary Authority may, as a result of that hearing, impose a different penalty than the otherwise applicable standard game suspension; If the actions and/or history of the Participant warrants further discipline review, the Disciplinary Authority panel may hold a hearing and forgo the option of the otherwise applicable standard game suspension;

(b) If the Participant opts for the standard game suspension, they cannot participate in any USA Hockey/NYS Hockey activities until the game suspension is completely served. The number of games to be served will be from the games on the team schedule of the Participant at the time of the infraction, and no games added during that time can be used to serve the suspension. This will include all games and practices or any sanctioned team activity whether related to the Participants present team or any subsequent team; If the Participant is rostered on two (2) or more USA Hockey/NYS Hockey teams, the Participant cannot participate on both or more teams until the suspension is fully served.

(c) All hearings if requested or required ordinarily will be conducted via Zoom or other similar online application. The hearings, as required, will take place on a date that is reasonable for all involved and that is within the timeframes outlined in the USA Hockey/NYS Hockey bylaws and rules.

(ii) The determination of the Disciplinary Authority will be issued by the Disciplinary Chair or the Assistant Chair for that Section. Appeals from such determination will be made to the Section VP for the Section in which the Participant resides. There will not be any appeal from a Participant who has decided to accept, and received, a Standard Match Penalty suspension.

(iii) With respect to Game Misconduct playing rule infractions, a Participant who receives a Game Misconduct penalty shall be suspended for that penalty in the next scheduled game of the team on which they were participating when the penalty was assessed, subject, however, to any stronger penalty of the local league or applicable Section. No games may be added to fulfill the penalty requirement.

F. When a Player receives a Match Penalty under USA Hockey Playing Rule 615(c) Fighting a match penalty shall be assessed to any player who deliberately removes his or opponent's helmet/facemask prior to during an altercation, they have the option of having a hearing under the Match Penalty Hearing procedure, or for the first offense a four (4) game suspension and a one-year probation; the probation shall be that the player does not appear before any Discipline Panel or become involved in any activities unsuitable to the sport of ice hockey. Probation means that for the defined period of time, if a new infraction against the person or organization is determined to have occurred, then the earlier

infraction that gave rise to the probation will be also considered with the current infraction in deciding an appropriate penalty. Often, this means that the penalty will be increased from what it would have been had probation not been imposed. For a second offense, an eight-game suspension and a one-year probation; the probation shall be that the player does not appear before any Discipline Panel or become involved in any activities unsuitable to the sport of ice hockey. Probation means that for the defined period of time, if a new infraction against the person or organization is determined to have occurred, then the earlier infraction that gave rise to the probation will be also considered with the current infraction in deciding an appropriate penalty. Often, this mean that the penalty will be increased from what it would have been had probation not been imposed. Third or subsequent offense hearing must be held.

G. Goal Posts: The goal posts shall not be anchored or pinned for any and all Youth 10 & Under and Girls 10 & Under and classifications below.

## **9. OPEN COMPETITION**

No Association can prohibit play, without due cause, between its teams and USA Hockey registered teams of equal classification. Such due cause must be made a matter of record and presented to the Section President for decision and action. Any Association that believes it is not allowed open competition can file a complaint with the Section President of the home Section of the Association that is banning such open competition. Such a complaint will be considered and resolved within 30 days of written complaint. Continued failure to comply with open competition may subject an Association to suspension from NYS Hockey.

## **10. TOURNAMENT-BOUND ELIGIBILITY REQUIREMENTS**

### **A. Requirements Applicable To All Teams and Players**

#### **1. Team Registration Requirements**

(a) An Association's Classification and Level (as provided at Rule 1.B hereof) will be continued from the previous year or years, unless a written request for change is submitted and obtained by the Association in the manner prescribed in Rule 1.B hereof.

(b) All Youth and Girls Associations must have a registered USA Hockey Cross-Ice Skill Development Program. USA Hockey requires that all 8U and below age classifications be strictly Cross-Ice programs, and the 8U and below age classifications will be Cross-Ice only. Any exception to the above must be approved by NYS Hockey then sent to USA Hockey for approval by the USA Hockey player development committee. Associations that do not have a registered USA Hockey/NYS Hockey 8U and below Cross-Ice Skill development program may be declared ineligible for Sectional or State competition. In order for all local Associations to be considered registered in the Cross-Ice Skill Development Program, Associations must register Cross-Ice Skill Development Program teams prior to October 15<sup>th</sup> of each year. In addition, coaches listed on team rosters must have Cross-Ice Skill Development Program certification.

#### **2. Opportunity and Obligation to Compete**

(a) All registered teams must have the opportunity to compete in their respective classification in State Tournaments.

#### **3. Tournament-Bound Obligation**

If a tournament bound team fails and/or refuses to play in Sectional, State and/or National Tournament the Association, team, coach and/or players responsible for not honoring the commitment to play shall be required to pay two (2) times the cost of the State Tournament entrance fee and may be subject to sanctions which may include, but not be limited to, banishment from all NYSAHA State and District and/or USA National tournaments for the following year.

#### **4. Player Registration Requirements**

(a) A player of any gender may not be registered and/or play with more than one (1) tournament-bound team regardless of classification, and not with any other ice federation,



except for High School Club players who may be on one other's tournament-bound roster. In addition to the above, no player may be rostered onto a tournament-bound team after the earlier of (i) the commencement of the applicable Section tournament or playdown, and (ii) December 31<sup>st</sup> of the applicable year except for 18 & Under, 16 & Under and 15 only teams who have until December 31<sup>st</sup> with the approval of the respective Section President. High school club, varsity and/or prep school divisions have until February 15<sup>th</sup>.

(b) Youth and Girls players on a National Bound team in another District, who are eliminated from contention and did not qualify in the registered district for the National Tournament, are not eligible to join a National or State bound team in the NY District.

(c) An additional exception shall be made for an 18 & Under and 16 & Under Tournament Bound rostered player that fits within and follows the Guidelines of the USA Hockey Youth/Junior Council Pilot Project II, the player may be rostered on and play for a Junior Team from the time their 18 & Under and 16 & Under season is dormant until February 15<sup>th</sup>. (Dormant is defined as no 18 & Under and 16 & Under team activity during the time period.). At that time the player must return to their 18 & Under and 16 & Under team.

(d) All players must be listed on an approved USA Hockey Roster. Players who are redlined or not listed will be considered ineligible. A public link which remains current during the entire season is sent to the Association registrar and head coach of the team after the initial approval of the roster. It is the responsibility of the Association registrar, team's head coach and registering Association President to ensure all players on a specific team are properly registered and placed on the team roster in accordance with specific team registration deadlines. Neglecting to ensure the accuracy of a roster and the listing all players on a team is not considered a clerical error. An ineligible player shall mean a participant who is not registered properly; is not listed on an approved USA Hockey roster; is in violation of the player movement rules; or is on suspension. It is highly recommended that all Associations verify their team rosters through their respective Section Credentialing Committee no later than the first weekend in December to avoid possible sanctions.

(e) Games and Scoresheets involving ineligible players will not count toward a team's or player's credential requirement. Scoresheets listing players who are not claimed to a program, not properly rostered, redlined on a roster and those not approved on an official USA Hockey team roster for the NY District will not be allowed to count toward a credential for the team in violation and other players on the team. This may cause teams to be disqualified from a District or National Tournament for not meeting the credential requirement.

(f) Head coaches are responsible for ensuring that all players listed on a scoresheet are eligible to participate in the game. The head coach or acting head coach's signature on the scoresheet indicates that the participants listed are all properly rostered and are eligible to participate. Any coach of a team that knowingly plays an ineligible player(s) shall be suspended from coaching in any games that lead to state/affiliate and/or district or national championship in the current hockey season.

#### 5. Player Movement

(a) Any team containing a player who has moved to that team in violation of the NYS Hockey Player Movement and Recruitment Rule shall not be permitted to participate in NYS Hockey sanctioned or approved tournaments, including but not limited to playdowns, international, invitational and NYS Hockey championship tournaments.

(b) Up until November 15<sup>th</sup> of each year, any member who knows, or should know, that its eligibility may be questioned under this rule, may submit its roster to the Section President at that time and he/she shall rule thereon and the Section President shall submit his/her findings to the Board, which shall make a decision in writing with regard thereto and communicate the same to the member by December 1<sup>st</sup> of each year. The sole remedy for members disputing the findings of the Board is arbitration under the NYS Hockey Bylaws.

(c) The Section President may, when he or she is made aware of a

violation, in writing, inform any member of its ineligibility under the rules. Such writing shall be mailed, emailed or sent to either the coach or manager listed on the roster or to an officer of the parent association and such dates as of the corporation only shall be determined as date of mailing by the corporation or date of transmission. This ruling may be disputed to the Board, whose ruling thereon shall be final, subject only to arbitration as provided for in the Bylaws.

(d) Any member, who resorts to court action, or contravention of arbitration shall be ineligible for NYS Hockey sanctioned tournaments.

6. Game and Classification Requirements

(a) In order to be eligible for the NYS Hockey Regional Playdowns towards NYS Hockey Championships, a team must play its games against USA Hockey registered teams of its own age classification, (not from its own Association), and/or International Ice Federation teams. A Girls team may play its games against USA Hockey registered or International Ice Hockey Federation teams of the same competitive level. Same competitive level is defined as games played between all female teams that are the same, or one age classification level above or below each other. Girls/Women's games against youth do not count.

(b) Any restrictions in this Guidebook pertaining to what constitutes a qualifying game shall only apply to the Youth, Girls, and High School Club categories. Compliance with the USA Hockey Rules and Regulation are the only criteria used to determine the validity of a qualifying game (and score sheet) for Women's teams and players.

(c) Where the registered team is a member of a recognized league of USA Hockey members, and the league schedule leads directly to a position in the respective State Tournament, the team must play its entire league schedule. All "Q" games are to be considered as league scheduled games.

(d) (i) For game score sheets to count in meeting the 20/10 rule, 14/10 Girls rule, 10/8 rule for 18 & Under and 16 & Under Tier III, and 10/5 High School varsity and/or prep school rule, the team's player Roster for (1-T) must be certified by the District Registrar or his/her designee prior to that game being played. Games played prior to the roster approval will not count toward the credential requirement.

(ii) The Association team name listed on the scoresheet, either on the label or handwritten, must only be the name of the USA Hockey registering-Association name and not a pseudonym or nickname. In addition, the team Identification Number must be present on each scoresheet label or handwritten in the team name area. NOTE: The Team ID number is located in the top header of the roster and will be in the following format: "NYH0000-01".

(e) For a game played in New York to count as a qualifying game for tournament eligibility, it must have had a minimum number of minutes of game (stop) time as follows:

- (i) For Girls 12 & Under, games, 30 minutes;
- (ii) For 12 & Under, and Girls 14 & Under, games, 36 minutes;
- (iii) For 14 & Under, 15 only, 16 & Under, 18 & Under, High School, Girls 16 & Under, and Girls 19 & Under, games, 45 minutes.

All games played in USA Hockey sanctioned invitational tournaments and in other Districts and IIHF are exempt from this rule.

(f) The team minimum of twenty (20) games and player minimum of ten (10) must be completed on or before the weekend two (2) weeks prior to the respective State Tournament. 18 & Under and 16 & Under Tier III requirements are ten (10) games per team and eight (8) games per player. For Associations that play on natural ice, the game requirements shall be fifteen (15) games per team and eight (8) games per player. For Girl's Associations, fourteen (14) games per team and ten (10) games per player is required. For High School Club, varsity and/or prep school, ten (10) games per team and five (5) games per player is required.

(g) When the starting date of the Sectional tournament and/or playdown arrives, the only games that can be counted towards a team or player's 20/10, 14/10, 10/8, 10/5 or games played rule, are the games that can and are actually played in the Sectional tournament or playdown. Any other games played during this time period do not and cannot be counted as qualifying games for meeting the games played requirements. In addition, any suspensions incurred in the course of that state playoff schedule shall be served during regularly scheduled games of the championship playoff schedule. In no case, may such suspensions(s) be served in a game occurring outside the championship playoff schedule, by scheduling a game not included in the state playdown configuration and having that player sit out that game.

7. Definition of a Hockey Game

A game is a match played against another team, which is registered with a member organization at the IIHF of the same competitive level and officiated by registered officials. A game shall consist of at least three (3) periods except where the game is interrupted by some unforeseen event after two (2) periods have been completed. If running time is used, the minutes shall be increased by fifty percent (50%).

8. Required Documents for Section Playdowns, Pre-Sectional, Sectional and State Tournaments.

(a) Each Section shall establish a credentials committee that will certify each team that advances from their respective Section to the State Tournament. Each Section committee must conduct an initial roster certification no later than the second weekend in December to ensure that all team rosters are accurate. A final certification form, credential sheet and certified roster, shall be completed and forwarded to the State Tournament Director no less than 7 days prior to the start of the respective State Tournament.

(b) Documents required for participating in all Section Playdowns, Pre-Sectional, Sectional and/or State Tournaments will follow USA Hockey credential requirements of teams for districts and nationals. A copy of the team player roster registration form (1-T) for each team shall be available from the Discipline Committee or designee of the State Tournament Director, upon request from any of the participating teams. Should the Discipline Committee become aware of, and subsequently determine a player(s) to be ineligible before, during or after the tournament, said player(s) shall be required to forfeit any games in which the player(s) participated by the Tournament Disciplinary Committee. Also, if it is proven that the coach or manager was Aware of the situation; they shall be subject to suspension.

9. In NYS Hockey, all Tier III teams must follow all Tier I and Tier II rules in the USA Hockey Guide unless there is a specific exception in the NYS Hockey Guide, and as follows:

(a) No player 12 years of age or younger (as defined in the age classification chart for the current season in the USA Hockey Annual Guide) is eligible to play on a Tier I or Tier II team intending or declared to compete in the District or National Championships or playoffs leading thereto. However, players 12 years of age as defined in the age classification chart for the current season may participate on a Tier III 14U team eligible for a NYS Hockey Championship.

B. Requirements Applicable To High School Club Teams and Players

1. High School Coordinator

The NYS Hockey President and Board shall appoint a New York State High School Coordinator for a period of two (2) years. The Section Vice President in conjunction with the High School Leagues in his Section shall annually submit a list of candidates for High School Section Coordinators(s) to the NYS Hockey High School Coordinator.

2. Applicable Requirements

Except for the following provisions of this section 9.B, eligibility requirements for Sectional and State Tournaments shall be the same as USA Hockey's high school eligibility requirements.

### 3. High School Divisions

For all High School Club tournament-bound teams in State Tournaments, High School Club will be divided into two Divisions:

- Division 1 – high school varsity and preparatory school teams or non-varsity teams consisting of full time students attending the same high school or preparatory school or school district or students eligible to play sanctioned high school varsity sports at that high school (“Pure teams”).
- Division 2 – high school varsity and preparatory school teams or non-varsity teams consisting of full time students attending high school/preparatory school (“Non-pure teams”).

All Private, Preparatory and Parochial Schools must play in Division 1. Varsity team rostered players cannot play down on non-varsity teams. Billeted junior players cannot play high school varsity hockey. Teams in either Division can register as State tournament-bound. Only Division 1 State Champions may advance to the national tournament.

### 4. League Play

Where the registered team is a member of a recognized league of NYS Hockey, the team must play its entire league schedule. Independent schools, which do not play in a league, must meet the 10/5 high school eligibility rule and all players must attend that high school.

### 5. Proof of School Affiliation

All tournament-bound teams must send proof of their player’s school affiliation to their Section High School Coordinator by December 31<sup>st</sup>. Failure to do so will result in loss of State Tournament eligibility. Proof of school can be a copy of the player’s report card (grades may be blacked out), class schedule, school identification card or a letter listing players, signed by a school official with a raised seal certifying all players listed attend the school. Section Coordinators will then forward the credentials to the High School Coordinator.

### 6. Determination of Tournament-Bound Status

Any team registered High School Club, whether independent, a member of a League, or a member of an Association and not on probation will be allowed to register tournament-bound if they choose to do so, provided they meet all the above eligibility requirements. Any High School team not permitted to register as Tournament-Bound by their league or Association, shall notify the Section High School Coordinator, who with the Section President will conduct a hearing to investigate the claim and make a determination. Such determination may be appealed to the Board.

### 7. Enforcement

The Section Vice Presidents, the NYS Hockey High School Coordinator and Section High School Coordinators are responsible for the enforcement of this rule.

### C. Requirements Applicable to Girls’/Women’s Teams and Players

For the purposes of competing at NYS Hockey State or USA Hockey National Tournaments, Girls’ youth teams, and players 12 and Under (12U), 14 and Under (14U), 16 and Under (16U) and 19 and Under (19U), and Women’s teams, will use the following guidelines together with the provisions of Rule 10.A.9(a) above.

### D. Classification Process for Tier I Girls’ Youth 14U, 16U and 19U

(a) On or before September 1<sup>st</sup> of each year, USA Hockey will provide to NYS Hockey the number of teams it will be permitted to have at the Girls’ Tier I Youth 14U, 16U and 19U National Tournament-Bound level (referred to herein as Girls’ Tier I NTB) for the following season. These numbers will be posted on the NYS Hockey website as soon as they are available.

(b) Associations that would like to host Girls Tier I NTB teams for the following season must publish and advertise tryouts provided, however, that no tryouts or activities that could be construed as such may occur until 48 hours after the last game of the Tier I Girls’ and Tier II Girls’ National Championships. Associations holding tryouts, and players trying out, are not necessarily

guaranteed that the teams selected/rostered through tryouts will be granted Girls Tier I NTB status. All teams seeking this designation must roster a minimum of 15 players, including goaltenders, and the greatest percentage of the players on the roster must be residents of the State of New York as determined under USA Hockey Rule III.C (Registration).

(c) Prior to August 30<sup>th</sup> of each season, Associations that intend to offer Girls' Tier I NTB teams must declare their intent in writing to their Section President or his/her designee, and submit an initial roster to be certified and approved by the appropriate Section Registrar. No late declarations will be considered. By declaring and submitting an initial roster by August 30<sup>th</sup> and Association is *obligated* to compete for the right to be designated as Tier I, if applicable.

(d) In the event that the number of declared teams in this classification exceeds the number of teams permitted by USA Hockey for the specified season, a Girls' Tier I NTB Tiering Showcase Tournament ("the Showcase") will be held prior to November 30<sup>th</sup> of that season. If a Showcase is needed, teams committed to compete must submit a final roster for approval a minimum of 10 days prior to the Showcase. The results of the Showcase will determine which teams will be awarded Girls' Tier I NTB status for that season and results will be used for seeding purposes during the NYSAHA District Championships.

(e) Teams, and the participating players on those teams, that compete in any respect in the Showcase and do not qualify for Girls' Tier I NTB status for that season, may not register that season for or on Girls' Tier II USA Hockey National tournament-bound teams, and may only continue the season as non-tournament-bound.

(f) Team that compete in the Showcase that qualify as Girls' Tier I NTB, will not be allowed to make any changes to their roster for the balance of that season, and are required to compete in the NYS Hockey Tier I Championship, to be held at such date as determined by the NYS Hockey Tournament Director, to determine which team will advance to the USA Hockey National Championships.

(g) In the event the number of declared teams falls at or below the number of teams permitted by USA Hockey for the specified season, all teams that declared and rostered teams by August 30<sup>th</sup> will be designated as Girls Tier I National Tournament Bound. These teams will be obligated to compete in the NYS Hockey Tier I Championship, to be held at such date as determined by the NYS Hockey Tournament Director, to determine which team will advance to the USA Hockey National Championship.

E. Classification Process for Tier II Girls' Youth Hockey 12U, 14U, 16U and 19U

(a) Girls' Tier II Youth 14U, 16U and 19U USA Hockey National tournament-bound teams, and Girls' Tier I and II U12 NYS Hockey Tournament-Bound teams (collectively referred to herein as Girls' TB Teams), must declare their intention to compete at their respective level, in writing, to their Section President or his/her designee, prior to or at their Section's Fall meeting. Within an Association only one team per age classification can be tournament-bound regardless of its Tier status. Teams that fail to declare risk the loss of their USA Hockey National or NYS Hockey tournament-bound status.

(b) Teams forming after the Fall Section meeting should notify the Section President or his/her designee of their intent to go tournament-bound. This notification must occur prior to December 1<sup>st</sup> and will be subject to approval by the Board. Teams that form after the Fall Section Meeting may only compete at the Tier II national tournament bound level, if applicable.

(c) The Board reserves the right to deny Tier status to teams that will adversely affect the development of Girls' hockey across the state.

(d) **Effective for the 2024 – 2025 Season** girls teams that are declared and registered as Tier 2 Nationally Tournament Bound must play a minimum of 30% of its overall games against other Tier 2 teams registered with USA Hockey. A detailed overall game schedule, including opponents, dates, times and results must be provided as a part of the credentialing process to qualify for

sectional and state tournaments. Teams not meeting the minimum 30% requirement may be declared ineligible for sectional or state tournament play.

2. National Tournaments

Girls' team classifications will be independent of their Association's current Youth Tier status within NYS Hockey. Associations may have Girls' teams at both Tier I and Tier II. However, if multiple teams exist at any one age classification at the Girls' Tier I and Tier II levels, only one of those age classification teams either Girls' Tier I or Tier II may be declared tournament-bound for that association regardless of Tier.

3. Classification Independent of Youth Classification

Only one team either Tier I or Tier II at the particular age classification per Association will be eligible for the USA Hockey National Championships. However, regardless of classification, teams have until December 31<sup>st</sup> to withdraw from consideration for NYS Hockey or USA Hockey National tournaments by notifying in writing the NYS Hockey Girls'/Women Coordinator, their respective Section President, and the NYS Hockey Tournament Director.

4. No Girls' Youth player 12 years of age or younger (as defined in the age classification chart for the current season) is eligible to play on a USA Hockey National tournament-bound team, at any tier level unless movement is allowed by USA Hockey.

**11. TOURNAMENT STRUCTURE AND FORMAT**

A. Application to Host

1. Host Association

Any Association that declares to host a State Tournament shall submit its request to the NYS Hockey Tournament Director.

2. Ice Time Availability

Sufficient ice time availability must be guaranteed by an Association when placing a bid on a Sectional, State or Regional Tournament. If ice time is not available for a Sectional and/or Playdown in any classification, the Vice President in the Section, at his discretion, shall determine team entries in the State Tournament.

3. Entry Fees

(a) The State Tournament team entry fee will consist of the total cost of the tournament (Ice Time, Medical Staff, Awards, off-ice & on ice officials, etc.) divided by the number of teams that participate in the tournament. The ice cost should not exceed the current amount paid by the home association to the local facility.

(b) With the exception of the three team and/or seven team one division Round Robin State Tournaments, a championship game shall be played. A team entry fee cannot be charged for this championship game. (An Additional day would be required just to play the championship game in a three team and/or seven team one Division Round Robin tournaments.

4. Pairings

(a) Sectional pairings for the Divisional Round Robin play of State Tournaments shall avoid two (2) teams from the same Section meeting in the first round of play in State Tournaments. However, where three (3) or more teams represent the same Section this rule does not apply.

(b) All Pre-Sectional and Sectional District Tournaments with fewer than eight teams entered shall be a One Division Round Robin tournament. A championship game shall be played in all District one division tournaments except when the tournament consists of three teams or seven teams. For Pre-Sectional and/or Sectional five or six team one division, Round Robin tournaments there is, by request of the appropriate Section President, an option to play two less games on Friday, in the five team tournament and three less games on Friday in the six teams tournament by playing two more games and three more games, respectively, on Sunday afternoon. The lineup and the seeding in the

schedule will remain the same except for the number of games that will be played on Friday and Sunday. The Team from the host Association shall be team "A" in all three team and seven team one division Round Robin Tournaments. Once established, team seeding in any of the above Tournaments will not be changed to accommodate other activities of any of the participating teams.

5. Seeding of Team by Section

(a) Tier I (18U, 16U, 15O and 14U). Each Section (Central, East, North and West) shall have one (1) automatic bid to the Tier I 18U, 16U, 15O and 14U State Tournaments. The remaining four (4) teams for each tournament shall be selected as "at-large bids" by an independent Selection Committee. Such Committee shall be comprised of: (i) a representative from each of the four Sections not connected to any Association or league in NYS Hockey and designated by the Section President; (ii) the NYS Hockey President (or his designee) and; (iii) the NYS Hockey Tournament Director; and (iv) the USA Hockey Regional ADM Director for the New York District. The criteria the Selection Committee shall use to evaluate and select the "at-large" bids" shall be based on: (i) team strength as reflected in national rankings such as myhockeyrankings; (ii) head to head competition; and (iii) other criteria that the Selection Committee shall adopt.

After the field for said tournaments (automatic and "at-large bids") has been determined, the Selection Committee shall seed the teams at 1 – 8, with the bracket ranking as follow:

<b><u>Bracket 1</u></b>	<b><u>Bracket 2</u></b>
1 <sup>st</sup> Seed	2 <sup>nd</sup> Seed
4 <sup>th</sup> Seed	3 <sup>rd</sup> Seed
5 <sup>th</sup> Seed	6 <sup>th</sup> Seed
8 <sup>th</sup> Seed	7 <sup>th</sup> Seed

(b) Tier II and Tier III. If a Section registers three (3) or more teams at a specific age classification, that Section would get a minimum of two (2) seed to the said tournament. If a Section registers two (2) or fewer teams at an age classification, that Section would get a minimum of one (1) seed to the said tournament. The NYS Hockey Tournament Director and the Board will make the final determination at the January Board meeting regarding the number of teams from each Section. Additional selections will be primarily based on the total number of teams each Section registers.

6. Tournament Schedules

Tournament schedules for Sectional Tournaments shall be submitted to the NYS Hockey Tournament Director three (3) weeks prior to the start of the tournament. For all State/Regional Tournaments, the submission date is no later than January 31<sup>st</sup> for final approval.

B. Youth Tier Representation in State and National Tournaments

1. Obligation of State Champion to Compete

The State Champion, when applicable, will represent NYS Hockey in the USA Hockey National Tournament.

C. Pairings and Schedules for State Tournaments

Consult the NYSAHA.com website for State Tournament schedules.

**12. TOURNAMENT REGULATIONS**

A. Tournament Guidebook and Additional Regulations. All Pre-Sectional, Sectional, Playoff and District championship tournaments shall be conducted pursuant to (i) the USA Hockey District and National Championship Tournament Guidebook, as same may be amended from time to time by USA Hockey (the "**Tournament Guidebook**"); and (ii) the additional Tournament Regulations provided below, which shall apply to and override the provisions contained in the

Tournament Guidebook (in the event of a conflict, this Rule 12 shall prevail over the Tournament Guidebook).

B. Additional Tournament Regulations.

1. Tournament Organization.

(a) Jurisdiction. NYS Hockey Officers, in all matters pertaining to tournament play, shall have the power to adjust tournament-related matters at any time in the best interest of the tournament and ice hockey.

(b) Tournament Chairperson. The Tournament Chairperson shall be a disinterested person with respect to the teams competing in the tournament, including the host team, and cannot be the coach, assistant coach, manager, other team official, or an immediate family member of a player on a competing team.

(c) Assignment of Officials. The NYS Hockey Tournament Director will assure that the NY Referee-in-Chief and his Supervisors have properly assigned referees and linesmen to each tournament game. The NYS Hockey Tournament Director will notify any applicant that wants to host a championship tournament of the referee fees for that tournament.

(d) Player Discipline Committee. All disciplinary action taken by the Discipline Committee shall be reported to: (i) the home Association of the team(s) involved for any further action at their discretion; (ii) the Player Discipline Committee of the National Championship accompanied by its recommendation if it involved the Regional winner; (iii) the NYS Hockey Tournament Director; (iv) the NY Referee-in-Chief; and (v) the offender's Section President.

(e) Eligibility at Nationals. The National Championship Player Discipline Committee shall be sole authority in determining the eligibility of the individual(s) for the National Championships.

(f) Awards. NYS Hockey will provide individual awards for the first place and runner up teams; patches for each individual member of the winning team; Championship Banner; the Paul Furman Championship trophy for the championship team; and a runner-up team trophy. Awards selected should be appropriate for the high level of accomplishment for which they are being awarded.

2. Tournament Rules and Procedures

(a) Rule Interpretation. (i) inquiries regarding the interpretation of Tournament Rules and Regulations or Procedures must be placed through the NYS Hockey Tournament Director; and (ii) inquiries regarding the interpretation of Game Rules must be directed to the Supervisor of Officials responsible in the Section in which the games are being played.

(b) Rule Review. The NYS Hockey Tournament Director will meet, if requested, or have a representative meet with each Tournament committee and participants preceding the tournament to review rules and regulations.

(c) Game Time Protocol.

(i) Game Start Time and Warm Up Time: Once the official tournament schedule has been published, no game or warm up time may start prior to its scheduled starting time for any reason. Warm up time shall consist of 5 minutes;

(ii) Players On Ice for Warm Up and/or Start of Game: Players shall not be allowed on the ice or bench area for warm up or the start of a game until the on ice officials are on the ice. Players must remain off the ice or bench area until an on ice official waves them on. Any violation of this rule shall result in a bench minor penalty to the offending team; and

(iii) Time on Clock Between Periods (No Ice Resurfacing): There shall be 2 minutes on the clock between periods when there is no ice resurfacing.

(d) Association Participation In Section Competition. Only one team from each age classification may represent an Association as a participant in a NYS Hockey State Tournament. For High School Club hockey only, one team per school may participate in a NYS Hockey



State Tournament.

(e) Section Competition for Entrant into State Tournaments. Each Section shall employ either a Playdown, Youth, Girls'/Women's, High School Varsity, Inter-League play, qualifying games ("Q-games"), or a Sectional Tournament, to determine the participants and seeding of said participants from the Section for the respective State Tournament. Playdowns and Sectional Tournaments are to end no less than THREE (3) weeks, TWENTY-ONE (21) days, prior to the START of the State Tournaments, with the exception of High School, which will be no less than TWO (2) weeks, FOURTEEN (14) days prior to the State Tournament. The respective Section President will notify the NYS Hockey Tournament Director as soon as they know their representative(s) to State Tournaments.

(f) Authorized Participants. Only those people whose names are on the USA Hockey Player Roster Form shall be allowed on or near the players' bench during Playdowns, Pre-Sectional, Sectional, and State Tournaments.

(g) Seeding and Elimination Games.

(i) Whenever there are only two (2) teams vying for a berth or berths, in either NYS Hockey State tournament or a USA Hockey National tournaments, a two (2) game home and home series shall be played to determine the seeding and/or entrant in said tournaments. A full fifteen (15) minute mini-game, (and not sudden death), shall be played right after the second game if the two teams are tied in points. If there is no winner of the mini-game, a shootout, as outlined in the Tournament Guidebook, shall take place to determine the winner. Neutral on-ice officials, assigned by the Section Referee Supervisor, are to be used for these games; and

(ii) A complete credentials check done either jointly or by a neutral party must be done before the start of the first game. Note: a Discipline Committee (consisting of three members) must be set up before the first game, and all matters requiring a Discipline Committee hearing must be held at the conclusion of the game in which the infraction occurred. The two-game home and home series in this paragraph may be replaced by a single game if the two Associations involved agree to a single-game determination, including the time and place where such single-game will be played, and if the Section President approves of the single-game as being fair and unbiased to both teams.

(h) Coaches' Communication. For games leading up to and including State Tournament games, the use of headphones or other similar devices to communicate to individuals on the players' bench shall be governed by USA Hockey Playing Rule 308, *Electronic Devices*, as such may be amended from time to time.

(i) Tournament Director and Chair Person Authority. The NYS Hockey Tournament Director and, by his delegation, the Tournament Chair Person, shall have the authority to exclude and/or limit the presence at or the use of any artificial noise-making devices, except for those required to control the play of the game.

(j) Tiebreaking Rules. The Tiebreaking Rules to determine standings position will apply to Youth, Girls'/Women's, High School Varsity, Inter-League play, and qualify games (Q-games), that lead directly to qualifying for the NYS Hockey State Tournaments. As provided in the Tournament Guidebook, the tiebreaking rules apply as follow: If two or more teams have an equal number of points, their position in the standings shall be determined by the following tiebreaking format. If one tiebreaker establishes a position for one or more teams, each team is placed in the applicable position. Once a team is placed, the remaining tied teams shall start the tiebreaking process over again at step 1. *(If all tied teams have not played each other, then proceed to step 2. Note: a team may go into the tiebreaking process having defeated another of the tied teams and still not advance).* Consult the Tournament Guidebook for the tiebreaker formulas.

(k) Game Times for All 12U Games. All 12U games will be 15-minutes periods. Overtime/Shootout rules will apply in the same format as all other age divisions.

**NEW YORK STATE AMATEUR HOCKEY ASSOCIATION INC.**  
**STATE POLICIES, AGREEMENTS AND FORMS**

**A. SAFETY.** The safety and protection of our youth hockey participants has always been a priority with NYS Hockey. NYS Hockey always implemented policies and systems providing participants protection from all types of abuse and inappropriate misconduct. These have included Physical Abuse, Sexual Abuse, Screening, Locker Room Supervision and Hazing Policies, in addition to Codes of Conduct applicable to Administrators, Coaches, Officials, Parents, Players and Spectators, all of which is now extensively covered by the USA Hockey SafeSport Program, which is addressed at Part 2, below. NYS Hockey has **ZERO TOLERANCE** for abuse and misconduct, and compliance with the SafeSport Program is mandatory.

**Part 1 – NYS Hockey Policies Regarding Safety**

NYS Hockey retains the following policies that are not fully covered in the USA Hockey SafeSport Program:

- Administrative Mentoring
- Matters Common to All Board Policies
- Conflict of Interest Policy
- Document Retention Policy
- Whistle Blower Policy

These policies may be modified or amended as needed without prior notice.

Under NYS Hockey, a USA Hockey Participant (as defined below in Part 2) who (i) violates any of the SafeSport Program policies or (ii) fails to consent to, and pass a screening and background check in compliance with the Screening and Background Check Program under NYS Hockey Rules, may be denied eligibility within any USA/NYS Hockey program and is subject to appropriate disciplinary action, including but not limited to suspension including permanent suspension, and/or referral to law enforcement authorities. *Should you have questions about the SafeSport Program in New York, please contact the NYS Hockey SafeSport Coordinator as listed in the NYS Hockey Guide.*

Alcohol, Tobacco, Smoking and Drug Abuse Policy. It is the considered judgment of the Boards of Directors of USA Hockey and of NYS Hockey and its membership, that consumption/use/abuse of mood-altering substances is detrimental to a healthy state of mind, body and spirit in an athletic participant. This is especially true for those participants aspiring to develop their talents in furtherance of their playing, coaching or officiating careers in the sport of ice hockey. Therefore, with the best interests of its participants in mind, USA Hockey and NYS Hockey prohibit use by any participant of alcohol, tobacco, smoking or drugs, as these terms are defined below, during participation in their programs, as follows:

1. Zero tolerance for possession or use of drugs by any participant unless the participant is currently under a doctor's care and the medication is required for treatment of an illness or injury;
2. Zero tolerance for providing or condoning the use of alcohol, tobacco, smoking or drugs to or by a minor athlete by a coach, assistant coach, manager, official or any other person who is in a position of authority over that athlete;
3. Zero tolerance for being under the influence of alcohol, tobacco, smoking or drugs while supervising minor athletes or while participating in a USA Hockey practice, game or event; and
4. Abuse of alcohol, tobacco, smoking or drugs by a participant while participating at a USA Hockey event other than that prohibited by #3 above.

Violation of this policy shall subject the participant to disciplinary action up to and including suspension or disqualification from membership. Further, NYS Hockey recommends that each and all of

its teams, Associations, Affiliate Organizations and program develop and enforce alcohol, tobacco, smoking and drug abuse policies and practices that are consistent with this policy.

For purposes of this policy:

- The word “alcohol” includes intoxicating beverages;
- The words “drug” includes: (i) any controlled substances, (ii) prescription or prescribed controlled substances when used to an excess in violation of doctors’ orders, or to produce the state of intoxication in the participant, and (iii) any mood altering or psychoactive substance that produces a state of intoxication in the participant; and
- The words “smoking and tobacco” include: (i) electronic smoking devices that heat a chemical solution into a vapor that is inhaled into the lungs (such as e-cigarettes, e-cigars, e-pipes, vape pens or other similar devices), (ii) smokeless tobacco, which are tobacco products chewed or snuffed rather than smoked by the user and includes dipping tobacco, chewing tobacco, snuff, snus or similar tobacco products not used for smoking, and (iii) tobacco smoking, such as the use of regular tobacco in cigarettes, cigars, pipes, hookahs, water pipes or other similar tobacco smoking products.

The word “participant” shall include players, coaches, referees and all persons involved in the conduct of an ice hockey contest.

## **Part 2 – The USA Hockey SafeSport Program – A Summary**

For a copy of the current USA Hockey SafeSport Program Handbook, you can find here: [www.usahockey.com/safesportprogram](http://www.usahockey.com/safesportprogram)

In 2012, USA Hockey enacted its SafeSport Program, which compiled and updated its longstanding policies prohibiting sexual and physical misconduct and hazing; provided for background screening and locker room monitoring; and provided codes of conduct for coaches, officials and administrators, into a comprehensive program aimed at eliminating misconduct and abuse in USA Hockey programs, including NYS Hockey and its Associations.

In 2019, USA Hockey made significant and important updates to its SafeSport Program, applicable NYS Hockey and its Member-Associations and Affiliated Organizations, and related programs. NYS Hockey, its Member Associations and Affiliated Organizations, and all related organizations, are subject complying with USA Hockey’s SafeSport Program.

USA Hockey, as the National Governing Body (“**NGO**”) designated by the United States Olympic Committee for the sport of ice hockey, and all of its “Participants” which includes NYS Hockey and its Associations, are subject to the jurisdiction of the *Center for SafeSport*. The *Center* is an independent non-profit organization committed to ending all forms of abuse in sport, including bullying, harassment, hazing, physical abuse, emotional abuse, and sexual misconduct and abuse. (More information about the Center for SafeSport can be found at [www.safesport.org](http://www.safesport.org))

The *Center* has two primary functions:

- It is an office for education and outreach, which develops training, oversight practices, policies and procedures to prevent abuse. The SafeSport Training required to be taken by USA Hockey participants is produced by the *Center*; and
- It is an office for response and resolution that establishes mechanisms to report, investigate and resolve allegations of misconduct. The *Center* has exclusive authority over allegations involving sexual misconduct; and discretionary authority over other forms of misconduct, including bullying, harassment, physical and emotional abuse.

The new updates to USA Hockey’s SafeSport Program arise from federal law (the *Protecting Young Victims from Sexual Abuse and SafeSport Authorization Act of 2017*), which created the authority and requirement for the *Center* to enact policies to protect minors from abuse in sport. The policies adopted by the *Center* are known as the Minor Athlete Protection Policies (“**MAAPP Policies**”), and are required to be adopted by the NGO of each sport. USA Hockey has incorporated the MAAPP Policies, as well as changes by the *Center*, to its SafeSport Code and into its USA Hockey SafeSport Program Handbook, a copy

of which you can find here: [www.usahockey.com/safesportprogram](http://www.usahockey.com/safesportprogram). For additional reference, copies of the *Center's* MAAPP Policies and the *Center's* SafeSport Code can be found at [www.safesport.org/policies-procedures](http://www.safesport.org/policies-procedures).

Among the important changes to the USA Hockey SafeSport Program are:

1. **Participants.** SafeSport policies apply to **"Participants"** in our sport, which include all national level staff and volunteers of USA Hockey, all Affiliate (such as NYS Hockey) and District level staff or volunteers, and at each USA Hockey sanctioned program (such as Associations and Affiliated Organization with NYS Hockey). This includes: all administrators, program owners, board members, employees, skills coaches, managers, trainers, locker room monitors, travel chaperones, billets and each person within the Association, program or that the program authorizes to have regular contact with or authority over minor-age participants. Although these representatives may not have regular contact with minor-age Participants, these representatives must be fully versed in USA Hockey's SafeSport Program and possess the information necessary to more effectively monitor their Association or organization, minimize the opportunities for child physical and sexual abuse and other types of misconduct, and respond to concerns.

2. **SafeSport Jurisdiction.** The rules and provisions from the SafeSport Code and USA Hockey SafeSport Program apply to persons within USA Hockey defined as **"Participants"**. Participants include any person who is seeking to be, currently is, or was at the time of an alleged violation:

- a. Registered with USA Hockey as a Registered Participant Member (players and coaches), Referee, or in the Manager/Volunteer category;
- b. Serving as a member of USA Hockey's Board of Directors, on a national level council, committee or section, or in any other similar positions appointed by USA Hockey;
- c. A coach, official or staff person (e.g., trainers, physicians, equipment managers) for any USA Hockey team, camp or national level program;
- d. An employee of USA Hockey, a USA Hockey Affiliate (such as NYS Hockey) or Member Program (such as NYS Hockey Associations); and
- e. Authorized, elected or appointed by USA Hockey, a USA Hockey Affiliate (NYS Hockey) or Member Program (Associations and other organizations) to a position of authority over minor athletes or to have regular contact with minor athletes (even if not registered with USA Hockey).

3. **Mandatory Reporting by Participants.** All Participants, as defined above and which includes volunteers, are required under SafeSport and by law to report actual or suspected sexual misconduct or child abuse to the *Center* and, when appropriate, to applicable law enforcement. Therefore, in the event of any actual or suspected sexual misconduct or child abuse, Participants must report such information to the *Center* and, when appropriate, to applicable law enforcement.

The *Center* will have exclusive jurisdiction for the investigation and resolution of such reports related to a person's eligibility for USA Hockey programs. USA Hockey retains the authority to investigate and resolve allegations of SafeSport policies that are nonsexual in nature. Information on how to make a report to the *Center* and/or USA Hockey can be found at: [www.usahockey.com/makingareport](http://www.usahockey.com/makingareport).

4. **SafeSport Training.** There are several changes to the SafeSport Training requirements, as required by federal law and the *Center*.

- a. SafeSport Training is required for all adults, including volunteers, who have regular contact with or authority over minor-age participants, and must complete SafeSport Training prior to the volunteer's having such regular access;
- b. Beginning with the 2019-2020 season, SafeSport is required every year rather than

every other year. However, anyone who completed training in the most recent season (2018 – 2019) will retain valid training status for 2019-2020, and will complete training annually beginning in 2020-2021.

c. The training is provided by the *Center*. A person must first take the course known as “Core Center for SafeSport Training”, which is taken online and takes approximately 90 – 120 minutes to complete. After that, a “Refresher Course” is available each subsequent year for a person that has completed the Core Center for SafeSport Training. The Refresher Course takes 30 minutes or less to complete. There is no cost to members of USA Hockey to complete either training course.

d. Training must be completed before a person begins having regular contact with minor-age athletes, or if they do not have regular contact with minors, no more than 45 days after beginning the role that requires them to complete training.

e. Any Member Program (Associations and other organizations) may require and enforce policies that its volunteers and employees that do not have regular contact with or authority over minors, have registered with USA Hockey and completed the SafeSport Training Program. Any volunteer or employee required or desiring to take the SafeSport Training shall register with USA Hockey as volunteers in the Manager/Volunteer Member category (**at no charge**) and may complete the training through a link on the SafeSport webpage or registration confirmation email.

5. Training for Players Seventeen (17) and Over in Age Classifications that Allow Minor-Age Players. To ensure that all adult-age players *on the same team* with minor-age athletes comply with the law, (i) all players 17 years of age or older, on or before December 31<sup>st</sup> of that playing season, and (ii) who play on a team in a classification that allows minor-age players, must complete SafeSport Training before being added to such team and prior to participation (on-ice or off-ice). This requirement applies to all teams in the age classification Youth, Girls, High School, Junior Hockey, Flex Hockey and Disabled Hockey programs that allow both minor-age and adult-age players, and to officials who are turning 17 before December 31<sup>st</sup> of that playing season. Players and officials who complete the training prior to turning 18 will be required to provide parental consent.

6. Youth Athlete Training. Shortly after its release by the *Center*, USA Hockey will be offering age-specific SafeSport Training to youth athletes. USA Hockey will notify all parents of the availability of the training, and how to access and take the training. Accessing the youth athlete training will be subject to parental consent on the *Center’s* website. Youth athletes training will not be required for participation but is strongly recommended.

7. Minor-Age Athletes Abuse Prevention Policies – Locker Rooms, Social and Electronic Media, Travel. USA Hockey has had longstanding Locker Room, Social Media & Electronic Communications, and Travel policies. To incorporate the *Center’s* required MAAPP Policies, USA Hockey has adopted updates to those policies:

a. USA Hockey’s existing Locker Room Policy was updated. Proper supervision of locker rooms is one of the most important means of preventing misconduct between hockey players and eliminating opportunities for abuse of minor participants.

b. USA Hockey’s Social Media and Electronic Communications policy has been updated. All electronic communication from an adult member of USA Hockey to a minor participant must be professional in nature. Absent emergency circumstances, if an adult member needs to communicate directly with a minor via electronic communications (including social media), the minor’s parent must be copied.

c. Travel is a high-risk time for misconduct to occur. USA Hockey’s travel policy has been updated for both “local travel” (transportation and travel to and from local practices, games and events) and “organization/team travel” (travel away from the home area that may include overnight stays in a hotel for games or tournaments). Except in the case of emergency, coaches may not ride in a vehicle

alone, travel alone with or share a hotel or sleeping arrangement with an unrelated minor-age participant. Other adults (not including coaches) that have regular contact with minor-age participants or who are authorized to have regular contact with or authority over minor participants, may not ride in a vehicle alone, travel alone with or share a hotel or sleeping arrangement with an unrelated minor participant, except in the case of emergency or with the prior written permission of the minor participant's parent/legal guardian.

8. One-On-One Interactions. The One-On-One Interactions Policy specifically prohibits one-on-one interactions between adult members of USA Hockey or those authorized by a USA Hockey program (such as NYS Hockey Associations and other organizations) to have regular contact with or authority over minors, unless they occur at an observable and interruptible distance by another adult. There are exceptions for emergency circumstances. This policy ensures that any type of athletic training, including massages, rubdowns, taping, etc., occurs in an open and interruptible location.

9. Background (Screening) Checks: Determinations related to a person's eligibility or ineligibility to participate in USA Hockey and NYS Hockey programs are based on the results of a background screen according to the procedures set forth in the USA Hockey SafeSport Program and must be complied with as required by NYS Hockey Rule 1.F.

10. Communication of Changes. USA Hockey and NYS Hockey will continue to provide more specific information to groups affected by these changes, including NYS Hockey Associations and other organizations, local programs, coaches, officials, players 17 – 20 years of age, and parents of youth athletes.

**B. USA Hockey & NYS Hockey Guidelines Regarding Non-Sanctioned Play.** USA Hockey and its Affiliates, including NYS Hockey, are charged with establishing rules and policies for the organization, coordination and betterment of hockey, including developing players, coaches and officials, and managing and minimizing risks associated with the sport. Examples of recent rules and policies include the American Development Model (ADM) and cross-ice hockey for players 8 and under. USA Hockey and NYS Hockey strongly believe in these programs as evidenced by the overwhelming support they have received across the country, the continuing growth in membership, and the advances that have resulted and are expected to result in the development of hockey players in our country.

USA Hockey and NYS Hockey have had inquiries regarding the rights and obligations of USA Hockey, and NYS Hockey and its member Associations and local programs with respect to ice hockey that is not sanctioned by USA Hockey and NYS Hockey. To provide guidance to Associations and local programs, USA Hockey, as the National Governing Body for ice hockey in the United States, and NYS Hockey as the Governing Body for the New York District, provide the guidelines below acting pursuant to USA Hockey's authority under the Amateur Sports Act (36 U.S.C. § 220501 et seq.):

a. For a game to be sanctioned by USA Hockey and NYS Hockey, all players, coaches and officials in the game ("individual Participants") must be members of USA Hockey and the USA Hockey Affiliate with jurisdiction over their respective geographic area(s). Participating teams must also be members of the applicable USA Hockey Affiliate. Participating Associations in the New York District and their teams must be members of NYS Hockey.

b. There may be occasional exceptions to the above-stated membership requirement where in certain limited, special circumstances, USA Hockey or the USA Hockey New York District Registrar may provide a special event sanction for an event where not all participants are members of USA Hockey ("Special Events"). These Special Events are occasional and have generally been limited to exhibition games between USA Hockey teams and High School Federation, prep schools or NCAA teams, Try Hockey for Free programs, and charity games. The limited nature of these exemptions is largely due to USA

Hockey insurance and risk management concerns.

c. Any individual Participant may become a member of USA Hockey. Membership in or registration with another sanctioning body may not be used as a basis to deny membership in USA Hockey, NYS Hockey or its Associations and local programs. Correspondingly, no Individual Participant may be penalized for participating in a program that is not sanctioned by USA Hockey. On the other hand, an Individual Participant may be disqualified from membership for violation of USA Hockey or NYS Hockey Bylaws, Rules & Regulations or Policies in accordance with the dispute resolution procedures adopted by USA Hockey and NYS Hockey.

d. NYS Hockey has established reasonable rules for compliance by its member Associations, and other organizations seeking membership in or who already are members of NYS Hockey, provided that such rules do not conflict with the Bylaws, Rules & Regulations, Policies or directives of USA Hockey.

e. If an Association and/or its team(s) desire to play in a USA Hockey sanctioned game, tournament or event, then unless it is sanctioned as a Special Event, the Association, its teams and its Individual Participants must be registered with USA Hockey and NYS Hockey. Such registration implies and constitutes the registrant's agreement that the Association, team and all of its Individual Participants will be subject to the Bylaws, Rules & Regulations, Policies and Playing Rules of USA Hockey and the reasonable requirements of membership in NYS Hockey. The only exceptions to the requirement that sanctioned games, tournaments and events require that the Association, team and all Individual Participants be registered with USA Hockey and NYS Hockey, are for Special Events noted above, and circumstances where the applicable USA Hockey New York registrar has approved such participation in writing and in advance (see USA Hockey Rules & Regulations, Section VIII.B)

f. Once an Association, team, or Individual Participant becomes a member of USA Hockey and NYS Hockey, NYS Hockey may require that the Association, team, and all Individual Participants continue to comply with the reasonable requirements for membership in USA Hockey and NYS Hockey. This may include, for example, such rules as coaching certifications, background screening, equipment requirements, safety mandates, and other rules, including the ADM and cross-ice hockey, and such other reasonable requirements of NYS Hockey.

g. NYS Hockey may enforce a rule that prohibits its member Associations and their related teams and programs from participating in games or practices that are not sanctioned by USA Hockey. Unless sanctioned as a Special Event, USA Hockey's insurance policies may not be available to cover NYS Hockey member Associations and USA Hockey programs, teams and Individual Participants when participating in a game or practice among or against a non-sanctioned team. A parent of a youth hockey player that has registered with USA Hockey with the expectation of receiving the benefits of such membership should not be placed in a situation where they may be surprised to learn after their child is injured that USA Hockey insurance is not available because the injury occurred during a non-sanctioned event.

h. NYS Hockey may also enforce its rule that its Associations must register all of their teams, players and programs with NYS Hockey and USA Hockey. Pursuant to this rule, a member Association of NYS Hockey cannot register some of its teams with NYS Hockey while other teams in that Association are not registered with NYS Hockey. Important reason for this rule is that neither USA Hockey nor NYS Hockey become liable for activities conducted by an Association that is also conducting non-sanctioned events, and to prevent the occurrence of situations where USA Hockey's insurance could potentially be asserted to apply in a non-sanctioned event.

i. Despite the foregoing, if an Association, including but not limited to its teams and programs, desires to play in events or games that are not sanctioned by USA Hockey, the Association may seek a Special Event sanction for such game or event, or it may also do so provided that certain other requirements are met. A group of Individual Participants from a NYS Hockey Association and/or team or a USA Hockey team, playing in a non-USA Hockey sanctioned event or game must do so as part of a

separate organization (for example, a separately incorporated corporation) that is sufficiently distinct from the NYS Hockey member Association or USA Hockey sanctioned program. The non-sanctioned organization or team(s) should also have a separate board of directors, the team cannot wear the same or substantially similar uniforms or have the same or substantially similar team names or logos and the like, and all rink or vendor contracts relating to the non-sanctioned team(s) or activities must be in the name of the separate organization rather than the NYS Hockey Association or the USA Hockey sanctioned member organization or team. A sanctioned program such as an Association should have separate bank accounts from the non-sanctioned organization. Additionally, the Association and non-sanctioned programs should not be included in the same advertisements or websites. Distinguishing organizations and teams participating in non-sanctioned events or programs from NYS Hockey member Associations or USA Hockey sanctioned programs will help avoid making USA Hockey, NYS Hockey and its Associations liable for activities conducted in connection with non-sanctioned play, prevent the occurrence of situations where USA Hockey's insurance could potentially be asserted to apply in a non-sanctioned event, and will also help make Individual Participants (and their parents or guardians) aware of which games or events are under USA Hockey and NYS Hockey rules and oversight and are covered by USA Hockey insurance and other benefits. For a violation of these requirements, the Association, team, coaches, administrators and/or program may be subject to sanctions as determined by NYS Hockey following a hearing and any appeals pursuant to the NYS Hockey dispute resolution procedures contained in Article VIII of its Bylaws, and appeals to USA Hockey, if any, pursuant to USA Hockey Bylaw 10.

j. USA Hockey Rules & Regulations, Section III., provides as follows:

Any youth player (male or female) rostered on a Tier I or Tier II youth or girls'/women's team and a Junior Program team as of December 31<sup>st</sup>, can only play for one team after December 31<sup>st</sup>. Except for players playing in Tier I or Tier II Junior hockey pursuant to the Youth/Junior Affiliate Player Policy, if the player plays in a Junior game after December 31<sup>st</sup>, he/she loses all eligibility on his/her youth or girls'/women's team for the remainder of the season, regardless of how many games are played at the Junior level.

This rule should be applied to any games played at the Tier III Junior level with any organization. The purpose of this rule is that players playing on youth teams during the latter half of the playing season should not also be playing Junior hockey. Further, not having Junior players participating in Youth NYS Hockey tournaments and national tournaments, protects the integrity of the NYS Hockey tournaments and USA Hockey National Championships. By applying the rule regardless of the sanctioning body that governs the applicable Junior team, all Tier III Junior teams are treated equally.

k. NYS Hockey and officials' organizations may establish and use reasonable criteria, rules and procedures for selection and scheduling of officials for games within the New York District. There are numerous valid reasons why NYS Hockey, an officials' organization or scheduler may select one official over another for a particular game, league or level of play. For example, an official's experience in and availability for NYS Hockey and USA Hockey in season games may be a factor to consider in evaluating officials for development or elite progress, or for NYS Hockey tournaments or National Tournaments. However, no USA Hockey official may be penalized, threatened, excluded or made ineligible for officiating USA Hockey games based on that official being certified by or officiating games that are not sanctioned by USA Hockey or are sanctioned by some other entity. Many USA hockey officials work games not under USA Hockey's authority (e.g., NCAA, Canadian Hockey League, East Coast Hockey League, High School Federation, etc.). To be sure, an official will not receive the benefits of USA Hockey, including insurance coverage, supervision, disciplinary processes and enforcement, etc., while officiating a game not sanctioned by USA Hockey and NYS Hockey, and that official is not permitted to wear a USA Hockey crest/patch on their jersey during a game not sanctioned by USA Hockey and NYS Hockey. To reiterate, NYS Hockey may not and shall not permit an officials' organization or scheduler under its control to punish, threaten, blackball or make any official ineligible for USA Hockey games, based on the official becoming certified by another entity or officiating games that are not sanctioned by USA Hockey and NYS Hockey. Most hockey programs and officials' associations endeavor to consider their officials to be independent



contractors; to place restrictions on officials from officiating non-sanctioned games may place that independent contractor status at risk, and subject the hockey program or officials' association to other liabilities.

- I. NYS Hockey and USA Hockey may amend or supplement these guidelines.

### C. **ADMINISTRATIVE MENTORING**

1. **Policy adopted June 2011, USA Hockey Annual Congress.** Develop a network of mentors within a Section who are well-versed in the proper administration of a League/Association. A network of experienced volunteer mentors available to both hand-hold new administrations and offer the ability for a neutral intervention when needed.

#### **Issue:**

The potential for harm and exposure to risk from a novice or inadequately prepared/trained League/Association administration is broad and real. Improper management of paperwork and administrative responsibilities opens the League/Association to issues such as:

- Player/coaches without insurance because of registrar failures;
- Unsanctioned games because of registrar failures;
- Players exposed to unacceptable coaches because proper screening isn't done;
- League/Associations unable to be represented at Section and NYS Hockey meetings because the proper delegate paperwork isn't done;
- Players/teams unable to participate in States because paperwork is flawed or non-existent;
- Due process and discipline is inconsistent or non-existent leading to glaring inconsistencies from League to League.

The current standard regarding the administration of a League/Association is to presume competence and resolve issues as they present themselves. Reactionary, unfortunately, a problem or incident must occur and then higher powers called in on an emergency basis to resolve at the Section, State or even National level.

Beyond disciplinary intervention there is very little room to resolve administrative issues in a neutral, friendly and constructive manner. There are Leagues/Associations that we may be aware are not properly equipped to competently administer the rules of USA Hockey and NYS Hockey. On the Section level we can suggest and offer direct assistance. However, there is no means to propel the administration to accept. If they refuse, out of pride or another example of ignorance, there is no leverage short of offending the person and potentially alienating a volunteer by demanding their attention.

Coaches are not only required to be trained, but Leagues/Associations are compelled to carry an ACE coordinator. Registrars are given a session at the NYS Hockey Annual meeting (if there League or they can afford to attend), and then have to depend on the generosity and availability of their Section Registrar. Beyond a couple of workshops at the NYS Hockey Annual meeting, and being handed a guidebook at a Section meeting training isn't in place for the administrators of Leagues.

#### 2. **NYS Hockey Recommendation Administrative Mentoring**

- Rather than take a reactionary cross-your-fingers approach become proactive and constructive. Eliminate problems by narrowing the possibility of problems.
- Develop within the Section/State a pool of volunteer veteran administrators familiar with the rules, regulations and expectations of USA Hockey and the NYS Hockey.
- When a League/Association experiences a turnover of administration they'd be coupled with a mentor.
- The mentor would be in place for a year taking the role of big brother/big sister.

- Taking the time after the NYS Hockey Annual meeting to meet one-on-one with at least the new administrator.
- Doing an overview of the guidebook
- Presenting a single page timeline of important League/Registrar deadlines.
- The mentor would send out a reminder prior to the deadlines and reinforce that he/she is there to answer questions or explain policy/procedure.
- A list of FAQs developed by the NYS Hockey/Section based on the more common mistakes/problems. Identify the problem and build a question to encompass it. Such as: Why do I have to make sure players/coaches are insured?

A mentor would be a more personal connection. If mentors were reasonable regionally based they could have an “intro-get acquainted” meeting soon after the NYS Hockey meeting with all parties in their region at one time in one location. Thanks to the age of technology group emails could be utilized for most other bullets.

For a complete listing of USA Hockey policies, visit: [www.usahockey.com](http://www.usahockey.com)

**D. CORPORATE POLICIES ADOPTED BY THE BOARD OF DIRECTORS ON APRIL 30, 2011; EFFECTIVE AS OF JUNE 3, 2011; REVISED BY THE BOARD OF DIRECTORS ON JANUARY 9, 2016; RATIFIED BY THE MEMBERSHIP ON MAY 22, 2016**

**1. Matters Common to All Board Policies**

1.1 Introduction. The policies described in sections 2 through 4 hereof have been adopted by the Board of Directors (the “**Board**”) of the New York State Amateur Hockey Association, Inc. (“**NYS Hockey**”) with a view to ensuring that the activities of NYS Hockey are conducted in accordance with the highest ethical standards and in compliance with applicable federal and state law and the policies of USA Hockey Inc.

1.2 Potential Conflict with Law. If there is any inconsistency between the requirements of these policies and those of applicable federal or state law, the latter will control.

1.3 Questions. If any director, officer, key employee or appointed coordinator (collectively, “**Representatives**”) of NYS Hockey has any questions concerning these policies, such Representative should direct such questions to the President (“**President**”) or the Secretary (“**Secretary**”) of NYS Hockey.

1.4 Deemed Acceptance of Policies. By virtue of his or her association with NYS Hockey, each Representative shall be deemed to have received and be bound by these policies, together with the other published policies of USA Hockey and NYS Hockey as set forth in their respective guidebooks or on their respective websites (collectively, the “**Policies**”). Without derogating from the generality of the foregoing, each incoming (re-elected, appointed or otherwise) officer and director of NYS Hockey, and each newly hired key employee, will be required to submit to the Secretary of NYS Hockey a certificate, substantially in the form approved by the Board from time to time in which he or she: (a) acknowledges having reviewed the Policies; and (b) agrees to comply with them, as the same may be amended or supplemented from time to time.

1.5 Definitions. As used in these policies, the term “**key employee**” is any person who is in a position to exercise substantial influence over the affairs of NYS Hockey or who receives compensation in excess of \$50,000 *per annum*. Terms defined in this section 1 shall have the same meanings when used elsewhere in these policies.

1.6 Amendments. The Board reserves the right to amend or supplement these policies at any time and from time to time.

## 2. Conflict of Interest Policy

### 2.1 Purpose.

(a) Conflicts of interest have the potential to cause legal problems as well as embarrassment for NYS Hockey. While transactions involving conflicts of interest may not be prohibited, they must be fully disclosed to and considered by the Board of NYS Hockey prior to being implemented.

(b) This conflict of interest policy is designed to help Representatives of NYS Hockey identify situations that present potential conflicts of interest and to provide NYS Hockey with a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a Representative has or may have a conflict of interest with respect to the transaction. Certain terms used in this policy are defined in Section 2.7.

2.2 Conflict of Interest Defined. For purposes of this policy, the following circumstances shall be deemed to create conflicts of interest:

#### (a) Outside Interest.

(i) A contract or transaction between NYS Hockey and a Representative or a close relative of such Representative.

(ii) A contract or transaction between NYS Hockey and an entity in which a Representative or close relative has a material financial interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.

(iii) If a Representative holds a responsible position in an entity with a matter pending before NYS Hockey, or has direct involvement in the matter in question.

(iv) If a Representative is a close relative of an individual with a matter pending before NYS Hockey, or is a close relative of an individual who holds a responsible position in an entity with a matter pending before NYS Hockey.

(b) Gifts, Gratuities and Entertainment. A Representative accepting gifts, entertainment or other favors from any individual or entity who or which:

(i) does, or is seeking to do, business with NYS Hockey; or

(ii) has received, is receiving, or is seeking to receive a grant, or to secure other financial considerations from NYS Hockey under circumstances where it might be inferred that such action was intended to influence or possibly would influence such Representative in the performance of his or her duties.

These provisions do not preclude the acceptance of items of normal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transactions or activity of NYS Hockey.

2.3 Duty to Disclose. Promptly after becoming aware of any potential conflict of interest, the Representative in question must disclose the existence of such potential conflict of interest to the Board by submitting all material facts in written or electronic form to the Secretary. The Secretary shall provide such information to the Board.

### 2.4 Procedures.

(a) A Representative who has a conflict of interest shall not participate in the Board's discussion of the matter except to disclose material facts and to respond to questions. Such Representative shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.

(b) A Representative who has a conflict of interest may not vote on the matter in question.

(c) Following full discussion of the possible conflict of interest, the Board shall determine whether or not a conflict of interest exists and, if so, the Board shall vote to authorize the contract or transaction or take any other action it deems necessary to address the conflict and protect

the best interests of NYS Hockey.

2.5 Record of Proceedings. The minutes of the Board reviewing a conflict of interest shall contain: (a) the names of the Representative or Representatives who disclosed or otherwise were found to have a conflict of interest and the nature of such interest; (b) the names of the directors present at the time of the discussion and a record of the votes taken to authorize any contract or transaction involving a conflict of interest; and (c) with respect to an approved contract or transaction involving a conflict of interest, a statement that the contract or transaction was found to be fair, reasonable and in the best interest of NYS Hockey at the time of such determination.

2.6 Conflict of Interest Statements. Promptly following the adoption of this policy, and thereafter prior to the initial election or appointment of any director, the initial election or appointment of any officer, or the initial hiring of any key employee, in each case, of NYS Hockey, such Representative shall complete, and sign and submit to the Secretary a conflict of interest statement in such form as may be adopted by the Board from time to time. At least annually thereafter, or upon any relevant change of circumstances, each such Representative shall submit a revised or updated conflict of interest statement. The Secretary shall provide a copy of all completed statements and certifications to the chairperson of the Board. A copy of each disclosure statement shall be available to any director on request.

2.7 Definitions. For purposes of this policy, the following terms shall have the following meanings:

(a) A “**close relative**” of a person is a spouse, domestic partner, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister, of the person in question.

(b) A “**contract or transaction**” is any agreement or relationship involving the sale of purchase of goods, services or rights of any kind, the providing or receipt of a loan or grant, or the establishment of any other type of economic relationship with NYS Hockey. The making of a gift to NYS Hockey is not a contract or transaction.

(c) A “**material financial interest**” of a person is an entity is a financial interest of any kind that, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect the person’s judgement with

(d) A “**responsible position**” in an entity includes (i) the ownership, directly or indirectly, of at least 20% of the ownership interests of the entity, or (ii) the position as an officer, director or manager of the entity, or holds a control position therein such that he or she has a right to directly or indirectly direct the management and policies of the entity.

### 3. Document Retention Policy

3.1 Purpose. The purpose of this policy is to ensure that necessary records of NYS Hockey are adequately protected and maintained. This policy is also for the purpose of aiding Representatives in understanding their obligations to retain NYS Hockey’s records in the event of actual or threatened litigation, governmental investigations or subpoenas.

3.2 Documents Covered by Policy. This policy relates to all of NYS Hockey’s significant records and documents including, without limitation, the following categories of records and documents.

(a) Accounting and Administrative Records: Financial statements, ledgers, audit records, tax returns, invoices and expense records, cash receipts and purchase orders. All documents created or received in connection with a donation that is made to NYS Hockey, including grant applications. Records and documents evidencing compliance with any state or federal regulation (including annual publication requirements, attorney general filings and tax related requirements).

(b) Meeting Records; Rules and Policies: Certificate of Incorporation, bylaws, meeting minutes, NYS Hockey’s application for approval for federal tax exemption (Form 1023), rules, regulations and policies adopted by Board and Board policies and resolutions.

(c) Employment Records: State unemployment tax records,

earnings records, garnishment records, payroll tax returns, W-2 forms, and W-4 forms.

(d) Bank Records: Bank deposits, check copies, stop payment orders, bank statements, check signature authorizations and bank reconciliations.

(e) Legal Records: Records relating to claims, court documents and records, deposition records, litigation files and records relevant to pending or threatened litigation or administrative proceedings and Board disciplinary hearings.

(f) Contracts: Contracts or agreements with any: (i) director or officer or close relative of such director or officer or (ii) or any other party if, in the latter case, the contract or agreement in question is for a term of one year or more or involves liability or potential liability to NYS Hockey in an amount of \$25,000 or more.

3.3 Administration. The Board is in charge of the administration of the policy and is responsible for the following functions:

(a) ensuring that Representatives are properly educated as to, and understand and follow, the policy;

(b) providing oversight on actual retention and destruction of records;

(c) periodically following up with counsel to ensure proper retention periods are in place;

(d) ensuring the proper storage of records; and

(e) suspending the destruction of records in the event of any actual or threatened litigation, governmental investigation or subpoena.

3.4 Document Retention. All the documents and records described in Section 3.2 shall be retained for a minimum of seven (7) years.

3.5 Cessation of Record Destruction or Deletion. If: (a) a lawsuit is filed or threatened or (b) a legal document request has been made upon NYS Hockey or (c) NYS Hockey receives notice of a governmental investigation, all destruction and deletion of records must cease immediately. Representatives are obligated to inform their supervisors or other senior officers as soon as they become aware of any circumstances that would or might require such cessation.

#### **4. Whistleblower Policy**

4.1 Purpose. NYS Hockey requires all Representatives to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Such Representatives must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. In this spirit, NYS Hockey encourages its directors, officers, employees and volunteers to identify any instances in which these standards may be compromised. This policy has been established to protect from retaliation directors, officers, employees and volunteers who report suspected improper conduct and to provide a means for any such person to raise good faith concerns about any action or suspected action taken by or within NYS Hockey that is or appears to be illegal, fraudulent, dishonest or in violation of any adopted Policy of NYS Hockey.

4.2 Reporting Responsibility. It is the responsibility of all Representatives to report violations or suspected violations in accordance with this policy and any employee or volunteer is encouraged to do so.

4.3 Confidentiality. NYS Hockey will treat all communications under this policy in a confidential manner, except to the extent necessary; (a) to conduct a complete and fair investigation, or (b) for review of NYS Hockey's operations by the Board, its independent public accountants or legal counsel.

4.4 Retaliation. NYS Hockey will not permit any negative or adverse actions to be taken against any individual: (a) for making a good-faith report pursuant to this policy even if the report is mistaken, or (b) who assists in the investigation of a reported violation. Retaliation in any form will not be tolerated. Any act of alleged retaliation should be reported immediately and will be promptly

investigated. Any Representative who retaliates against someone who has reported a violation in good faith is subject to discipline. This policy is intended to encourage and enable Representatives and others to raise serious concerns within NYS Hockey prior to seeing resolution outside the organization.

4.5 How to Report Concerns or Complaints.

(a) Representatives may communicate suspected ethics violations, violations of applicable law, or other wrongdoing or alleged retaliation by contacting the President of NYS Hockey. However, if you are not comfortable dealing with the President of NYS Hockey or are not satisfied with his or her response, you are encouraged to contact any Board member whom you are comfortable approaching. If you wish to remain anonymous, it is not necessary that you give your name or position in any notification.

(b) Whether or not you identify yourself, for a proper investigation to be conducted, please provide NYS Hockey with as much information as you can, sufficient to do a proper investigation, including where and when the incident occurred, names and titles of the individuals involved, and as much other detail as you can provide.

**E. FORM OF CERTIFICATE OF DIRECTOR/OFFICER  
(Revised by the Board of Directors on January 9, 2016)**

**NEW YORK STATE AMATEUR HOCKEY ASSOCIATION, INC  
Compliance Certificate of Directors, Officers and Key Employees**

The undersigned, a member of the Board of Directors, an Officer or a Key Employee of New York State Amateur Hockey Association, Inc (“**NYS Hockey**”), hereby certifies to, and covenants with, NYS Hockey as follows:

1. The undersigned has carefully reviewed the corporate policies of NYS Hockey in effect as of the date hereof (collectively, the “**Corporate Policies**”). Such policies consist of: (i) a Conflict of Interest Policy (the “**Conflict Policy**”); (ii) a Document Retention Policy; and (iii) a Whistleblower Policy, a copy of each of which is included in the Annual Guide of NYS Hockey and is also appended as Exhibit A hereto. Terms used in paragraph 2 of this Certificate will have the meanings given to them in the Conflict Policy.

2. Except as may have been specifically disclosed in writing to the Secretary of NYS Hockey by the undersigned: (a) neither the undersigned, nor any close relative of the undersigned, directly or indirectly, has now, or had within the preceding 12 months, any material financial interest in any contract or transaction or proposed contract or transaction with NYS Hockey; and (b) the undersigned does not now have, nor did he or she have during the preceding 12 months, any other type of conflict of interest of the kind described in section 2.2(b) of the Conflict Policy. The undersigned agrees to update this paragraph 2 in the future to disclose any potential conflicts of interest.

3. The undersigned agrees to abide by and comply with the Corporate Policies, together with the other published policies of USA Hockey and NYS Hockey as set forth in their respective guidebooks or on their respective websites, as the same may be amended or supplemented from time to time.

**IN WITNESS WHEREOF**, the undersigned has signed and delivered this Certificate as of the date set forth below.

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Signature

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Name (Please Print)

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Position Held

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Date

[EXHIBIT A TO BE ATTACHED]

**F. FROM BYLAW 3.3:**

- A. Revised and Updated NYS Hockey Association Membership Agreement and SafeSport Compliance Agreement.

**NEW YORK STATE AMATEUR HOCKEY ASSOCIATION, INC**  
**ASSOCIATION MEMBERSHIP AGREEMENT**

**THIS ASSOCIATION MEMBERSHIP AGREEMENT** (the "**Agreement**") is being entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between New York State Amateur Hockey Association, Inc., a corporation organized under the laws of the State of New York ("**NYS Hockey**"), and:

\_\_\_\_\_  
(Name of Association)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Town, State and Zip Code)

a \_\_\_\_\_ (corporation, LLC, etc.) organized under the laws of the State of (the "**Association**")

RECITALS

A. Whereas, NYS Hockey is the sole Affiliate of USA Hockey, Inc ("**USA Hockey**") for the New York District encompassing the State of New York, and thereby is also the duly authorized representative of the International Ice Hockey Federation ("**IIHF**"), with exclusive jurisdiction over the conduct of the sport of amateur ice hockey as sanctioned by USA Hockey and the IIHF within the New York District; and

B. Whereas, the Association wishes to be a Member of NYS Hockey and thereby associate itself with NYS Hockey and USA Hockey in the interest of developing and administering the sport of amateur ice hockey primarily in the State of New York, subject and pursuant to the Purposes, Policies, Bylaws, Rules and Regulations, Playing Rules, Applicable Rules, and the decisions of the Board of Directors of NYS Hockey (the "**Board**") and of the Board of Directors of USA Hockey, as the foregoing may be revised from time to time and published in the respective NYS Hockey and USA Hockey Guidebooks, websites and associated media (collectively, the "**Applicable Regulations**");

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to and on the terms and conditions set forth herein, NYS Hockey and the Association agree as follows:

ARTICLE I

MEMBERSHIP IN NYS HOCKEY

1.1 In requesting and maintaining membership in NYS Hockey, the Association agrees that: (a) its principal base of operation is, and will remain, within the boundaries of the State of New York; (b) it will observe and abide by the Applicable Regulations; and (c) its operations shall be limited to its Classification and Level (as defined under the NYS Hockey Applicable Regulations) as confirmed by the

Board. Based upon the foregoing, and subject to the limitations contained in this Agreement and the Association's continuing compliance with the Applicable Regulations, NYS Hockey hereby grants to the Association the right to promote USA Hockey and participate in NYS Hockey-sanctioned ice hockey and related amateur ice hockey activities. This grant of authority specifically includes the right to:

- (i) Engage in the sport of ice hockey as an association and Member of NYS Hockey, including the right to form teams eligible to compete in a USA Hockey-sanctioned event;
- (ii) Enjoy the rights and benefits of membership in NYS Hockey, subject to continuing compliance with the Applicable Regulations;
- (iii) Assess and charge a reasonable membership fee to **Registered Participant Members** of the Association, as that term is defined by USA Hockey in its Bylaws (meaning, in general, registered members of USA Hockey), in addition to the NYS Hockey and USA Hockey fees;
- (iv) Operate fund-raising programs to support the Association's functions, including special charges on "paid gate" to USA Hockey-sanctioned tournaments, games or events sponsored by the Association; and
- (v) 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 and Member of NYS Hockey.

1.2 NYS Hockey hereby agrees that it will accept and recognize those individuals and teams within the Association's membership and operations, which hold and continue such membership and are in good standing with the Association and with NYS Hockey. NYS Hockey agrees to cooperate with and assist the Association in the administration of the play of the sport of amateur ice hockey within the Association's Level and Classification, when such cooperation and assistance is deemed reasonably necessary and/or advisable by the Association and NYS Hockey. NYS Hockey agrees that the Association is entitled to participate with any other NYS Hockey association and their teams within the New York District, and in the other Districts of USA Hockey so long as such participation is in compliance with the Applicable Regulations.

1.3 This Agreement establishes certain obligations of, and grants certain rights to, the Association. The Association acknowledges that it is and shall remain a separate entity from NYS Hockey, with complete authority to conduct its affairs and programs, subject only to the express obligations and restrictions contained in the Applicable Regulations and in this Agreement.

1.4 NYS Hockey recommends, but does not require, that the Association be organized as a non-for-profit corporation and obtain and maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

## ARTICLE II

### POINTS OF EMPHASIS FOR COMPLIANCE BY THE ASSOCIATION

The Association hereby understands and agrees that it must comply with the Applicable Regulations and that its organization, structure, policies, bylaws and/or operations must reflect and shall not violate the same. The Association shall comply, in particular, with the following:

2.1 Preeminence of NYS Hockey and USA Hockey. The Association shall, and shall cause its component parts, including directors, officers, officials, administrators, employees, teams, members, players, coaches, trainers, volunteers, other participants and agents (collectively, "**Association Representatives**"), to abide by and act in accord with the Applicable Regulations and this Agreement, which shall take precedence over and supersede all other governing documents, policies and/or decisions of the Association. The Association shall assist in the administration and enforcement of the Applicable Regulations with respect to its members, team and other component parts and persons.

2.2 Membership in the Association. All Registered Participant Members of the Association must remain registered with USA Hockey for the Association to remain in good standing with NYS Hockey.

2.3 Sanctioned Play. In compliance with the requirements of USA Hockey and NYS



Hockey, the Association may engage only in “sanctioned” events, including but not limited to individual games and tournaments. For example:

- Associations, excepting disabled hockey participants, must adhere to the American Development Model (“ADM”) and Cross-Ice Hockey (“Cross-Ice”) player development programs (see the USA Hockey and NYS Hockey Guidebooks and websites for additional information)
- All players, coaches and on-ice officials of the Association must be members of USA Hockey and NYS Hockey
- All teams of the Association must be exclusively registered with USA hockey and NYS Hockey (except special hockey teams may also register with the American Special Hockey Association)
- For a game, tournament, practice, or similar event to be sanctioned, all participants of the Association and any opponent, including all players, coaches and on-ice officials, must be members of USA Hockey, and all teams must be sanctioned by NYS Hockey or the applicable USA Hockey affiliate; or for Canadian teams, sanctioned by Hockey Canada. Should the Association seek any exception to the foregoing, such exception must be specifically granted in writing by the USA Hockey District Registrar for the New York District.
- Participation in a non-sanctioned event may result in the denial of USA Hockey insurance coverage for any claims arising from such non-sanctioned event, putting the Association, its teams, players or participants at risk of not having insurance coverage for an injury suffered at such non-sanctioned event and potentially exposing the Association to liability therefor. In addition, the Association, its team and responsible administrators and/or coaches may be subject to sanctions imposed by USA Hockey and/or NYS Hockey.
- Associations are prohibited from maintaining teams that are not sanctioned as summarized above and as provided in the Applicable Regulations.

#### 2.4 SafeSport Program.

(i) The Association shall adopt and agree to be bound by the policies of USA Hockey and NYS Hockey providing for the safety and protection of minor-age youth hockey participants, among others. These policies and systems provide participants protection from all types of abuse and inappropriate misconduct, including Physical Abuse, Sexual Abuse, Screening, Locker Room Supervision and Hazing Policies, in addition to Codes of Conduct applicable to Administrators, Coaches, Officials, Parents, Volunteers, Players and Spectators, all of which are now extensively covered by the USA Hockey SafeSport Program. The Association must meet the minimum criteria established by NYS Hockey and USA Hockey, but subject to any contrary requirements contained in state or local law applicable to the Association. Without limiting the foregoing, concurrently with the execution and delivery of this Agreement, the Association shall execute and deliver to NYS Hockey the separate agreement annexed as Appendix 1 hereto (the “SafeSport Compliance Agreement”).

(ii) In compliance with the requirements of USA Hockey, upon the request of NYS Hockey, the Association agrees to reaffirm on an annual basis that the Association continues to remain in compliance with the SafeSport Compliance Agreement. Such request on the part of NYS Hockey and the reaffirmation of the Association may be communicated to NYS Hockey by email.

2.5 Annual Review. Each year, the Association shall use its diligent efforts to review with each of its Registered Participant Members and Association Representatives their responsibilities with respect to the Applicable Regulations, and monitor their compliance with those responsibilities, giving particular attention to the following Bylaws, Policies and Rules/Regulations of NYS Hockey (as the same may be revised from time to time):

- Bylaw Article III – Membership Qualifications and Voting
- Bylaw Article VIII – Resolution of Disputes and Suspensions
- Policies – Published in the NYS Hockey Guidebook and on the website (ACE Coordinator required)

- Rule/Regulation 1A to 1C – New Members, Changes to Classification and Level
- Rule/Regulation 1F – Annual Screening Requirements
- Rule/Regulation 1G and Policy A – SafeSport Program
- Rule/Regulation 4 and 10.A (5) – Player Movement; also see the Player Release Form and the Player Commitment Form in the NYS Hockey Guidebook and on the website
- Rule/Regulation 5 and 10.A (1) – Cross-Ice requirement
- Rule/Regulation 7 – Coaching Education Program requirements
- Rule/Regulation 8 – Playing Rule Modifications
- Rule/Regulation 10 – Tournament – Bound Eligibility requirements

2.6 Keep Information Current. The Association must keep the Secretary of NYS Hockey up to date with the names of its current officers, their addresses, and their contact information. The Association must assure that it has representatives designated as its ACE (Association Coaching and Education) Coordinator, ADM Coordinator, and SafeSport Coordinator.

2.7 Distribution of Information. The Association must distribute to each Association Representative, as relevant for that person, information provided to the Association by NYS Hockey and USA Hockey.

2.8 Representation at Meetings. The Association is strongly urged to have its representative attend the Section meetings for its governing Section, and the Annual Meeting of NYS Hockey.

2.9 Equal Opportunity. The Association must provide an equal competitive opportunity, taking into account ability, physical size and other athletic criteria, to Association Representatives, 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 or national origin.

2.10 Dispute Resolution. The Association shall provide for the prompt and equitable resolution of ice hockey and related disputes involving its Association Representatives, including fair notice and the opportunity for a hearing to any Association Representative before declaring such individual ineligible to participate, in accordance with NYS Hockey Bylaw VII and USA Hockey Bylaw 10.

2.11 Adoption. Within 180 days of the date of this Agreement, the Association shall incorporate the principles set forth in this Article II into its bylaws and official policies. It shall be a condition of the continuation of the grant of association and Member status contained herein for the Association to deliver to NYS Hockey, upon request, written proof of the adoption of same. If the Association does not adopt the foregoing principles as required herein, it may lose its Membership and good standing status in NYS Hockey and USA Hockey.

### ARTICLE III

#### INSURANCE, INDEMNIFICATION AND LITIGATION COOPERATION

3.1 Insurance. The Association understands that, after the execution and delivery of this Agreements, it will become the beneficiary of the Directors and Officers and Crime insurance policies maintained by USA Hockey. The Association retains the right to obtain whatever additional insurance coverages it may desire, at its own expense, but agrees to name NYS Hockey as an additional insured thereof. NYS Hockey does not assume, and indeed disclaims, any liability for any actions or omissions of the Association or any Association Representative, whether or not covered by insurance.

3.2 Indemnification. The Association shall indemnify and hold harmless NYS Hockey, its Board, committees and each member thereof, and all other elected, appointed, employed or volunteer representatives of NYS Hockey, from and against any and all claims, liability, judgements, costs, reasonable attorneys' fees, charges and expenses whatsoever, arising directly or indirectly from or relating to the acts and omissions of the Association or any Association Representative, except to the extent that: (i) NYS Hockey or its aforesaid representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default; or (ii) such acts or

omissions were the direct result of compliance with the Applicable Regulations. Further, the Association understands and acknowledges that NYS Hockey and its aforesaid representatives have agreed to perform their duties and services upon the express understanding, agreement and condition that they be so indemnified and held harmless to the extent described in this provision.

3.3 Cooperation. NYS Hockey shall reasonably cooperate with the 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 NYS Hockey to incur any out-of-pocket expense not reimbursed by the Association.

#### ARTICLE IV TERM OF AGREEMENT

4.1 Unless terminated in accordance with the provisions of this Agreement, each of this Agreement and the SafeSport Compliance Agreement shall be for an initial term of one year, from September 1<sup>st</sup> to August 31<sup>st</sup>, and thereafter shall be automatically renewed for successive one-year terms.

4.2 Notwithstanding any other provisions herein to the contrary, the Association shall have the right, in its discretion and with or without cause, at any time, upon giving NYS Hockey at least 30 days' prior written notice, to terminate this Agreement. Termination of this Agreement will terminate (a) the Association's membership in both NYS Hockey and USA Hockey; and (b) the SafeSport Compliance Agreement.

4.3 Any termination of this Agreement and the SafeSport Compliance Agreement, whether pursuant to Section 4.1, 4.2 or 5.1 or otherwise, shall not release any party from any liability or obligation that arose prior to the date of termination. In addition, the liability disclaimer in Section 3.1, the provisions of Section 3.2, and Article VI shall survive any termination of this Agreement.

#### ARTICLE V BREACH

5.1 In the event that the Association shall breach any of the terms and conditions of this Agreement, or any of the Applicable Regulations (which are incorporated into this Agreement by reference), then NYS Hockey shall have the right to impose sanctions and/or terminate this Agreement and the status herein granted to the Association, subject to a hearing before the Board pursuant to the Dispute Resolution provisions referred to in this Agreement and a 30-day right of the Association to cure and the acceptance of such cure by NYS Hockey. The Board shall hear and determine whether there has been a breach of any term or condition of this Agreement, subject to the requirements of NYS Hockey Bylaw VIII.

#### ARTICLE VI MISCELLANEOUS

6.1 Notice. Any notice or other communication given by either party in connection with or arising out of this Agreement or the SafeSport Compliance Agreement shall be in writing and shall be delivered personally by hand or overnight courier; emailed; or mailed by certified or registered mail, return receipt requested, postage prepaid; provided that, if a notice or other communication is initially given by email, to be effective it must also be given by one of the other permitted methods. Each party hereby designates the following official representative to whom notice should be given:

- For NYS Hockey: It's current President, Secretary, and the applicable Vice President of the Section governing the Association
- For the Association: Its current President and Registrar (as provided to NYS Hockey by the Association, or otherwise known to NYS Hockey)

6.2 Amendment. Each of this Agreement and the SafeSport Compliance Agreement may be unilaterally amended by NYS Hockey if such amendment is made in a substantially uniform manner to all

of NYS Hockey's Membership Agreements, either through a vote of the Board or by a vote of NYS Hockey's Membership at an Annual Meeting duly held pursuant to the NYS Hockey Bylaws. Otherwise, this Agreement and the SafeSport Compliance Agreement may be amended if, and only if, such amendment is in writing and signed by both of the parties hereto.

6.3 Assignment. Neither this Agreement nor the SafeSport Compliance Agreement may be assigned by operation of law or otherwise.

6.4 Waiver. No provision of this Agreement or the SafeSport Compliance Agreement shall be deemed waived by a party hereto unless such waiver is in a writing signed by such party. The waiver by a party of any breach of any provision of this Agreement or the SafeSport Compliance Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision thereof. No delay in the exercise of any right or remedy of a party upon any default by the other shall impair such right or remedy or be construed as a waiver.

6.5 Severability. The provisions of both this Agreement and the SafeSport Compliance Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof or thereof. In the event that any provision of this Agreement or the SafeSport Compliance Agreement is declared illegal or void by a court of competent jurisdiction, then the provision so declared shall be deleted from this Agreement or the SafeSport Compliance Agreement to the extent that it violates the law, or has been declared void. The remaining provisions shall remain in full force and effect throughout the entire term hereof.

6.6 Entire Agreement. This Agreement (including the SafeSport Compliance Agreement and incorporating the Applicable Regulations) constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all other agreements and understandings, written or oral, by and between the parties hereto. No representation, promise or inducement has been made by either party that has not been embodied in this Agreement or the SafeSport Compliance Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not set forth in this Agreement or the SafeSport Compliance Agreement.

6.7 Governing Law; Resolution of Disputes; Consent to Jurisdiction. This Agreement shall be construed, administered, enforced and interpreted in accordance with the laws of the State of New York without regard to principles of conflicts or choice of law that would make the laws of any other state applicable hereto. Any disputes that arise hereunder are subject to the dispute resolution procedures contained in NYS Hockey Bylaw VIII and USA Hockey Bylaw 10, and any appeal therefrom shall be subject to USA Hockey Bylaw 10. In the event of recourse to the courts, the parties hereto irrevocably submit to the jurisdiction of the courts of the County of New York, State of New York, and the Federal courts of the United States of America located in the County of New York, State of New York, in respect of the interpretation and enforcement of the provisions of this Agreement. Construction of this Agreement shall be made pursuant to NYS Bylaw 8.8(b), *Deference to Governing Body Expertise*.

6.8 Counterparts. Each of this Agreement and the SafeSport Compliance Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts for purposes of this provision.

6.9 Authority. Each party hereby covenants and warrants to the other that: (a) it is duly organized or otherwise established or formed and validly existing under the laws of its state of organization, establishment or formation; (b) it has full power and authority to enter into this Agreement and the SafeSport Compliance Agreement and to perform all of its obligations hereunder and thereunder; (c) each person (and all of the persons if more than one signs) signing this Agreement or the SafeSport Compliance Agreement on its behalf is duly and validly authorized to do so; and (d) no consent of any third party is required for the execution and delivery by it of this Agreement or the SafeSport Compliance Agreement or for the performance of its obligations hereunder or thereunder.

**In Witness Whereof**, the parties hereto have caused this Association Membership Agreement to be executed and delivered by their duly authorized respective representatives as of the date first set forth above.

**NEW YORK STATE AMATEUR  
HOCKEY ASSOCIATION, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**ASSOCIATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Appendix 1 to the NYS Hockey Association Membership Agreement**

**USA HOCKEY MEMBER PROGRAM AGREEMENT  
TO ADOPT AND COMPLY WITH SAFESPORT PROGRAM**

This Agreement, dated \_\_\_\_\_, 20\_\_\_\_\_, is being entered into by \_\_\_\_\_ (“Member Program”), a hockey program that is a member of, or an affiliated organization with, The New York State Amateur Hockey Association, Inc. (“NYS Hockey”), as a condition of being sanctioned by USA Hockey.

Member Program agrees that its membership in, or affiliation with, NYS Hockey and sanctioning by USA Hockey are conditioned on the following:

1. Compliance with SafeSport Program. Member Program agrees to implement, comply with, and monitor compliance with: (a) the USA Hockey SafeSport Program Handbook and the SafeSport Code for the U.S. Olympic and Paralympic Movement as adopted by the U.S. Center for SafeSport; and (b) the requirements set forth in the Protecting Young Victims from Sexual Abuse and SafeSport Authorization Act of 2017. Copies of the USA Hockey SafeSport Program Handbook may be found at [www.usahockey.com/safesportprogram](http://www.usahockey.com/safesportprogram), and copies of the SafeSport Code for the U.S. Olympic and Paralympic Movement may be found at [www.safesport.org](http://www.safesport.org).

2. SafeSport Training and Background Checks. Member Program agrees that it shall require and cause all of those persons who: (a) have regular contact with or supervision over minor Participants (e.g., coaches, hockey directors, trainers, team managers, chaperones, etc.); (b) are responsible for enforcing child abuse and misconduct policies (e.g., all officers and members of the board of directors); (c) are adults authorized by the Member Program to have regular contact with or authority over minor Participants, including all persons that are in managerial or supervisory roles of the Member Program (including owners and administrators of Member Program), and (d) are new and current employees and/or volunteers of Member Program; to: (i) consent to be screened and pass a background screen in accordance with USA Hockey’s background screening program; and (ii) complete SafeSport Training prior to having regular contact with minor Participants, or if they do not have regular contact with minor Participants, not more than 45 days after beginning such role.

3. Adoption of Required Policies. Member Program shall adopt, comply with and maintain rules and policies requiring its members to comply with the One-on-One Interactions, Locker Room, Athletic Training Modalities, Social Media and Electronic Communications and Travel Policies as set forth in the USA Hockey SafeSport Handbook.

4. Required Reporting. Member Program agrees that it shall adopt, maintain and enforce policies that require its adult members to report: (a) actual or perceived violations of the USA Hockey SafeSport Program Handbook; (b) any violations of the Sexual Misconduct, Physical Misconduct, Emotional Misconduct, Bullying, Threats or Harassment, or Hazing Policies; and (c) suspicions or allegations of child physical or sexual abuse as required by the USA Hockey SafeSport Program. Member Program agrees that, should it become aware of any such violation(s), it will promptly make a report thereof as required by the USA Hockey SafeSport Program. **The USA Hockey reporting policy specifically provides that, pursuant to federal law, any adult authorized by a Member Program to interact with a minor or amateur athlete at an event sanctioned by USA Hockey or a Member Program is considered a mandatory reporter, and if any such person learns of facts that give reason to suspect that a child has suffered an incident of Child Abuse, including sexual abuse, he or she shall as soon as possible make a report of the suspected abuse to the U.S. Center for SafeSport and to applicable law enforcement authorities. Member Program and its adult members/representatives shall not attempt to evaluate the credibility or validity of child physical or sexual abuse allegations as a condition for or prior to reporting their concerns.**

5. No Retaliation. Member Program will not encourage, allow or tolerate attempts from any individual, group or organization to retaliate, punish, or in any way harm any individual(s) who report(s) a concern in good faith or otherwise participates in an investigation (e.g., a witness). Such actions will be considered a violation of the USA Hockey SafeSport Program and grounds for disciplinary action, and may also be subject to civil or criminal proceedings.

6. Member Program Reporting to NYS Hockey. Member Programs shall on a monthly basis provide the NYS Hockey SafeSport Coordinator with notice of any alleged violations of SafeSport policies, and shall promptly advise the NYS Hockey SafeSport Coordinator of the results of any investigations, hearings or other proceedings within their program that involve allegations or violations of the USA Hockey SafeSport Policies or the SafeSport Handbook.

7. Submission to Jurisdiction of the U.S. Center for SafeSport and Enforcement of Sanctions or Discipline. Member Program agrees that it shall not engage in its own investigation or disciplinary process related to any allegations or reports that are within the exclusive jurisdiction of the U.S. Center for SafeSport unless and until such time as the U.S. Center for SafeSport has declined jurisdiction. Upon the issuance by the Center for SafeSport, USA Hockey or NYS Hockey, of any disciplinary measures, eligibility decisions or other sanctions, Member Program agrees to enforce such suspension, measures or other sanction within its program.

8. Compliance Certification. Member Program shall at least annually, or more often if required by NYS Hockey, report and provide information as required or requested to NYS Hockey and/or the NYS Hockey SafeSport Coordinator on the Member Program's compliance with the USA Hockey SafeSport Program. Member Program agrees that its compliance with the terms of the requirements herein shall be subject to review by the NYS Hockey and/or USA Hockey. The terms of this Agreement shall be an ongoing obligation of the Member Program and, unless NYS Hockey or USA Hockey require that this Agreement be re-executed, expressly renewed or modified, shall automatically be renewed annually unless NYS Hockey or Member Program provide advance written notice of its termination effective as of the following 31st of August.

9. NYS Hockey will appoint a SAFE SPORT COORDINATOR who shall work directly with USA Hockey and the CENTER FOR SAFE SPORT. He/she shall be the lead contact and record keeper of all SAFE SPORT complaints that are filed in or against members of the New York District.

10. If a report is filed through the CENTER for SAFE SPORT and it determines that it will accept jurisdiction, then NYS Hockey shall not investigate, take action and/or resolve the complaint. If the CENTER declines jurisdiction and the report is returned to USA Hockey and then to NYS Hockey, an investigation shall begin immediately into the allegations.

11. Upon receipt of a complaint the SAFE SPORT COORDINATOR and/or designee shall immediately conduct the initial investigation. The respective Section President shall be advised of the investigation. If the coordinator determines the complaint warrants immediate action, they may summarily suspend the reported respondent. The appropriate Section President and/or SafeSport Coordinator shall thereafter conduct further investigation and as required, for the respondent. If the coordinator determines the complaint falls under a Playing Rules violation, it would be forwarded to the appropriate Section President who will have the responsibility of commencing an investigation and determining if a hearing is required.

12. The Section President shall maintain a committee (appointed at the beginning of each season) to assist with the investigation and conduct a hearing, if required. If a hearing is required, the Section President shall conduct the hearing in accordance with Bylaw 8 of the NYS Hockey Bylaws.

13. Any player, coach, manager and/or team official who has been named in a SAFE SPORT complaint may be SUMMARILY SUSPENDED from all USA HOCKEY/NYS Hockey sanctioned participation pending and subject to (a) a determination to the contrary by the Center for SafeSport; or (b) an investigation and determination by NYSAHA as set forth in the USA Hockey SafeSport Program Handbook.

On behalf of the Member Program, the undersigned certifies that he or she is authorized by the Member Program to agree on its behalf to the terms above and to submit this Member Program Agreement to NYS Hockey and USA Hockey as a condition of sanctioning by USA Hockey and membership in, or affiliation with, NYS Hockey.

**Member Program Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Acknowledged and Received by NYS Hockey:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



- B. NYS Hockey Affiliate Organization Agreement and SafeSport Compliance Agreement.  
*For a copy of this Affiliate Organization Agreement to print out and sign, please refer to the NYS Hockey website. The following is not for printing or signing.*

**NEW YORK STATE AMATEUR HOCKEY ASSOCIATION, INC.**  
**AFFILIATE ORGANIZATION AGREEMENT**

**THIS AFFILIATE ORGANIZATION AGREEMENT** (the “**Agreement**”) is being entered into as of \_\_\_\_\_, 20\_\_\_\_\_, by and between New York State Amateur Hockey Association, Inc., a corporation organized under the laws of the State of New York (“**NYS Hockey**”), and:

\_\_\_\_\_  
(Name of Affiliate Organization)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Town, State and Zip Code)

a \_\_\_\_\_(corporation, LLC, etc.) organized under the laws of the State of \_\_\_\_\_ (the “**Affiliate Organization**”).

RECITALS

A. Whereas, NYS Hockey is the sole Affiliate of USA Hockey, Inc. (“**USA Hockey**”) for the New York District encompassing the State of New York, and thereby is also the duly authorized representative of the International Ice Hockey Federation (“**IIHF**”), with exclusive jurisdiction over the conduct of the sport of amateur ice hockey as sanctioned by USA Hockey and the IIHF within the New York District; and

B. Whereas, the Affiliate Organization wishes to associate itself with NYS Hockey and USA Hockey in the interest of developing and administering the sport of amateur ice hockey primarily in the State of New York, subject and pursuant to the Purposes, Policies, Bylaws, Rules and Regulations, Playing Rules, Applicable Rules, and the decisions of the Board of Directors of NYS Hockey (the “**Board**”) and of the Board of Directors of USA Hockey, as the foregoing may be revised from time to time and published in the respective NYS Hockey and USA Hockey Guidebooks, websites and associated media (collectively, the “**Applicable Regulations**”);

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to and on the terms and conditions set forth herein, NYS Hockey and the Affiliate Organization agree as follows:

ARTICLE I  
AFFILIATION WITH NYS HOCKEY

1.1 In requesting an affiliate organization status with NYS Hockey, the Affiliate Organization agrees that: (a) its principal base of operation is, and will remain, within the boundaries of the State of New York; (b) it will observe and abide by the Applicable Regulations; and (c) its operations shall be limited to

the activities specified in its application to NYS Hockey for status as affiliate organization. Based upon the foregoing, and subject to the limitations contained in this Agreement and the Affiliate Organization's continuing compliance with the Applicable Regulations, NYS Hockey hereby grants to the Affiliate Organization the right to promote USA Hockey and participate in NYS Hockey-sanctioned ice hockey and related amateur ice hockey activities. This grant of authority specifically includes the right to:

- (i) Engage in the sport of ice hockey as an affiliate organization of NYS Hockey, with the understanding that the Affiliate Organization is not a Member or Association of NYS Hockey (as those terms are defined in the NYS Hockey Bylaws) and thus is not entitled to all benefits afforded such Member-Associations, but only to the benefits provided herein; and
- (ii) Perform and/or provide certain other authorized services or functions to promote and regulate the sport of amateur ice hockey as an affiliate organization of NYS Hockey.

1.2 NYS Hockey hereby agrees that it will accept and recognize those individuals within the Affiliate Organization's membership and operations who hold and continue such membership and are in good standing with the Affiliate Organization and with NYS Hockey. NYS Hockey agrees to cooperate with and assist the Affiliate Organization in its engagement with the sport of amateur ice hockey when such cooperation and assistance are deemed reasonably necessary and/or advisable by the Affiliate Organization and NYS Hockey.

1.3 This Agreement establishes certain obligations of, and grants certain rights to, the Affiliate Organization. The Affiliate Organization acknowledges that it is and shall remain a separate entity from NYS Hockey, with complete authority to conduct its affairs and programs, subject only to the express obligations and restrictions contained in the Applicable Regulations and in this Agreement.

1.4 NYS Hockey recommends, but does not require, that the Affiliate Organization be organized as a not-for-profit corporation and obtain and maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

## ARTICLE II POINTS OF EMPHASIS FOR COMPLIANCE BY THE AFFILIATE ORGANIZATION

The Affiliate Organization hereby understands and agrees that it must comply with the Applicable Regulations and that its organization, structure, policies, bylaws and/or operations must reflect and shall not violate the same. The Affiliate Organization, in particular, shall comply with the following:

2.1 Preeminence of NYS Hockey and USA Hockey. The Affiliate Organization shall, and shall cause its component parts, including directors, officers, officials, administrators, employees, volunteers and other participants and agents (collectively, "**Affiliate Representatives**"), to abide by and act in accord with the Applicable Regulations and this Agreement, which shall take precedence over and supersede all other governing documents, policies and/or decisions of the Affiliate Organization. The Affiliate Organization shall assist in the administration and enforcement of the Applicable Regulations with respect to its members and other component parts and persons

2.2 Membership of the Affiliate Organization. All Registered Participant Members, as that term is defined by USA Hockey in its Bylaws (meaning, in general, registered members of USA Hockey), of the Affiliate Organization must remain registered with USA Hockey for the Affiliate Organization to remain in good standing with NYS Hockey.

2.3 SafeSport Program.  
(i) The Affiliate Organization shall adopt and agree to be bound by the policies of USA Hockey and NYS Hockey providing for the safety and protection of minor-age youth hockey participants, among others. These policies and systems provide participants protection from all types of abuse and inappropriate misconduct, including Physical Abuse, Sexual Abuse, Screening, Locker Room Supervision and Hazing Policies, in addition to Codes of Conduct applicable to Administrators, Coaches, Officials, Parents, Volunteers, Players and Spectators, all of which are now extensively covered by the USA

Hockey SafeSport Program. The Affiliate Organization must meet the minimum criteria established by NYS Hockey and USA Hockey, but subject to any contrary requirements contained in state or local law applicable to the Affiliate Organization. Without limiting the foregoing, concurrently with the execution and delivery of this Agreement, the Affiliate Organization shall execute and deliver to NYS Hockey the separate agreement annexed as Appendix 1 hereto (the “SafeSport Compliance Agreement”).

(ii) In compliance with the requirements of USA Hockey, upon the request of NYS Hockey, the Association agrees to reaffirm on an annual basis that the Association continues to remain in compliance with the SafeSport Compliance Agreement. Such request on the part of NYS Hockey and the reaffirmation of the Association may be communicated to NYS Hockey by email.

2.4 Annual Review. Each year, the Affiliate Organization shall use its diligent efforts to review with each of its Registered Participant Members and Affiliate Representatives his or her responsibilities with respect to the Applicable Regulations, and monitor their compliance with those responsibilities, giving particular attention to the following Bylaws, Policies and Rules/Regulations of NYS Hockey (as the same may be revised from time to time):

- Bylaw 3.1(d) – Affiliate Organization obligations
- Bylaw Article VIII - Resolution of Disputes and Suspensions
- Policies – Published in the NYS Hockey Guidebook and on the website (ACE Coordinator required)
- Rule/Regulation 1F – Annual Screening Requirements
- Rule/Regulation 1G and Policy A – SafeSport Program

2.5 Keep Information Current. The Affiliate Organization must keep the Secretary of NYS Hockey up to date with the names of its current officers, their addresses, and their contact information. The Affiliate Organization must assure that it has a representative designated as its SafeSport Coordinator.

2.6 Distribution of Information. The Affiliate Organization must distribute to each Affiliate Representative, as relevant for that person, information provided to the Affiliate Organization by NYS Hockey and USA Hockey.

2.7 Representation at Meetings. The Affiliate Organization is strongly urged to have its representatives attend (as a non-voting affiliate organization) the Section meetings for its governing Section, and the Annual Meeting of NYS Hockey.

2.8 Equal Opportunity. The Affiliate Organization must provide an equal opportunity to Affiliate Representatives consistent with the requirements of the Amateur Sports Act of 1978, as amended, in activities related to amateur athletic competition without discrimination on the basis of race, color, religion, age, sex or national origin.

2.9 Dispute Resolution. The Affiliate Organization shall provide for the prompt and equitable resolution of ice hockey and related disputes involving its Affiliate Representatives, including fair notice and the opportunity for a hearing to any Affiliate Representative before declaring such individual ineligible to participate in the Affiliate Organization, in accordance with NYS Hockey Bylaw VIII and USA Hockey Bylaw 10.

2.10 Adoption. Within 180 days of the date of this Agreement, the Affiliate Organization shall incorporate the principles set forth in this Article II into its bylaws and official policies. It shall be a condition of the continuation of the grant of affiliate organization status contained herein for the Affiliate Organization to deliver to NYS Hockey, upon request, written proof of the adoption of same. If the Affiliate Organization does not adopt the foregoing principles as required herein, it may lose its affiliate organization and good standing status in NYS Hockey and USA Hockey.

ARTICLE III  
INSURANCE, INDEMNIFICATION AND LITIGATION COOPERATION

3.1 Insurance; Disclaimer. The Affiliate Organization understands that, after the execution and delivery of this Agreement, it will become the beneficiary of the Directors and Officers and Crime insurance policies maintained by USA Hockey. The Affiliate Organization retains the right to obtain whatever additional insurance coverages it may desire, at its own expense, but agrees to name NYS Hockey as an additional insured thereof. NYS Hockey does not assume, and indeed disclaims, any liability for any actions or omissions of the Affiliate Organization or any Affiliate Representative, whether or not covered by insurance.

3.2 Indemnification. The Affiliate Organization shall indemnify and hold harmless NYS Hockey, its Board, committees and each member thereof, and all other elected, appointed, employed or volunteer representatives of NYS Hockey, from and against any and all claims, liability, judgments, costs, reasonable attorneys' fees, charges and expenses whatsoever, arising directly or indirectly from or relating to the acts and omissions of the Affiliate Organization or any Affiliate Representative, except to the extent that: (i) NYS Hockey or its aforesaid representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default; or (ii) such acts or omissions were the direct result of compliance with the Applicable Regulations. Further, the Affiliate Organization understands and acknowledges that NYS Hockey and its aforesaid representatives have agreed to perform their duties and services upon the express understanding, agreement and condition that they be so indemnified and held harmless to the extent described in this provision.

3.3 Cooperation. NYS Hockey shall reasonably cooperate with the Affiliate Organization 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 NYS Hockey to incur any out-of-pocket expense not reimbursed by the Affiliate Organization.

ARTICLE IV  
TERM OF AGREEMENT

4.1 Unless terminated in accordance with the provisions of this Agreement, each of this Agreement and the SafeSport Compliance Agreement shall be for an initial term of one year, from September 1<sup>st</sup> to August 31<sup>st</sup>, and thereafter shall be automatically renewed for successive one-year terms.

4.2 Notwithstanding any other provisions herein to the contrary, the Affiliate Organization shall have the right, in its discretion and with or without cause, at any time, upon giving NYS Hockey at least 30 days' prior written notice, to terminate this Agreement. Termination of this Agreement will terminate (a) the Affiliate Organization's Agreement with both NYS Hockey and USA Hockey; and (b) the SafeSport Compliance Agreement.

4.3 Any termination of this Agreement and the SafeSport Compliance Agreement whether pursuant to Sections 4.1, 4.2 or 5.1 or otherwise, shall not release any party from any liability or obligation that arose prior to the date of termination. In addition, the liability disclaimer in Section 3.1, the provisions of Section 3.2, and Article VI shall survive any termination of this Agreement.

ARTICLE V  
BREACH

5.1 In the event that the Affiliate Organization shall breach any of the terms and conditions of this Agreement, or any of the Applicable Regulations (which are incorporated into this Agreement by reference), then NYS Hockey shall have the right to impose sanctions and/or terminate this Agreement and the status herein granted to the Affiliate Organization, subject to a hearing before the Board pursuant to the Dispute Resolution provisions referred to in this Agreement and a 30-day right of the Affiliate Organization to cure and the acceptance of such cure by NYS Hockey. The Board shall hear and determine whether there has been a breach of any term or condition of this Agreement, subject to the requirements of NYS Hockey Bylaw VIII.

ARTICLE VI  
MISCELLANEOUS

6.1 Notice. Any notice or other communication given by either party in connection with or arising out of this Agreement or the SafeSport Compliance Agreement shall be in writing and shall be delivered personally by hand or overnight courier; emailed; or mailed by certified or registered mail, return receipt requested, postage prepaid; provided that, if a notice or other communication is initially given by email, to be effective it must also be given by one of the other permitted methods. Each party hereby designates the following official representative to whom notice should be given:

- For NYS Hockey: Its current President, Secretary, and the applicable Vice President of the Section governing the Affiliate Organization
- For the Affiliate Organization: Its current President and Registrar (as provided to NYS Hockey by the Affiliate Organization, or otherwise known to NYS Hockey)

6.2 Amendment. Each of this Agreement and the SafeSport Compliance Agreement may be unilaterally amended by NYS Hockey if such amendment is made in a substantially uniform manner to all of NYS Hockey's Association Membership and/or Affiliate Organization Agreements, either through a vote of the Board or by a vote of NYS Hockey's Membership at an Annual Meeting duly held pursuant to the NYS Hockey Bylaws. Otherwise, this Agreement and the SafeSport Compliance Agreement may be amended if, and only if, such amendment is in writing and signed by both of the parties hereto.

6.3 Assignment. Neither this Agreement nor the SafeSport Compliance Agreement may be assigned by operation of law or otherwise.

6.4 Waiver. No provision of this Agreement or the SafeSport Compliance Agreement shall be deemed waived by a party hereto unless such waiver is in a writing signed by such party. The waiver by a party of any breach of any provision of this Agreement or the SafeSport Compliance Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision thereof. No delay in the exercise of any right or remedy of a party upon any default by the other shall impair such right or remedy or be construed as a waiver.

6.5 Severability. The provisions of both this Agreement and the SafeSport Compliance Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof or thereof. In the event that any provision of this Agreement or the SafeSport Compliance Agreement is declared illegal or void by a court of competent jurisdiction, then the provision so declared shall be deleted from this Agreement or the SafeSport Compliance Agreement, as applicable, to the extent that it violates the law, or has been declared void. The remaining provisions shall remain in full force and effect throughout the entire term hereof.

6.6 Entire Agreement. This Agreement (including the SafeSport Compliance Agreement and incorporating the Applicable Regulations) constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all other agreements and understandings, written or

oral, by and between the parties hereto. No representation, promise or inducement has been made by either party that has not been embodied in this Agreement or the SafeSport Compliance Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not set forth in this Agreement or the SafeSport Compliance Agreement.

6.7 Governing Law; Resolution of Disputes; Consent to Jurisdiction. This Agreement shall be construed, administered, enforced and interpreted in accordance with the laws of the State of New York without regard to principles of conflicts or choice of law that would make the laws of any other state applicable hereto. Any disputes that arise hereunder are subject to the dispute resolution procedures contained in NYS Hockey Bylaw VIII and USA Hockey Bylaw 10, and any appeal therefrom shall be subject to USA Hockey Bylaw 10. In the event of recourse to the courts, the parties hereto irrevocably submit to the jurisdiction of the courts of the County of New York, State of New York, and the Federal courts of the United States of America located in the County of New York, State of New York, in respect of the interpretation and enforcement of the provisions of this Agreement. Construction of this Agreement shall be made pursuant to NYS Bylaw 8.8(b), *Deference to Governing Body Expertise*.

6.8 Counterparts. Each of this Agreement and the SafeSport Compliance Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts for purposes of this provision.

6.9 Authority. Each party hereby covenants and warrants to the other that: (a) it is duly organized or otherwise established or formed and validly existing under the laws of its state of organization, establishment or formation; (b) it has full power and authority to enter into this Agreement and the SafeSport Compliance Agreement and to perform all of its obligations hereunder and thereunder; (c) each person (and all of the persons if more than one signs) signing this Agreement or the SafeSport Compliance Agreement on its behalf is duly and validly authorized to do so; and (d) no consent of any third party is required for the execution and delivery by it of this Agreement or the SafeSport Compliance Agreement or for the performance of its obligations hereunder or thereunder.

In Witness Whereof, the parties hereto have caused this Affiliate Organization Agreement to be executed and delivered by their duly authorized respective representatives as of the date first set forth above.

**NEW YORK STATE AMATEUR  
HOCKEY ASSOCIATION, INC**

\_\_\_\_\_  
**AFFILIATE ORGANIZATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Appendix 1 to the NYS Hockey Affiliate Organization Agreement

### **USA HOCKEY MEMBER PROGRAM AGREEMENT TO ADOPT AND COMPLY WITH SAFESPORT PROGRAM**

This Agreement, dated \_\_\_\_\_, 20\_\_\_\_, is being entered into by (“Member Program”), a hockey program that is a member of, or an affiliated organization with, The New York State Amateur Hockey Association, Inc. (“NYS Hockey”), as a condition of being sanctioned by USA Hockey.

Member Program agrees that its membership in, or affiliation with, NYS Hockey and sanctioning by USA Hockey are conditioned on the following:

1. Compliance with SafeSport Program. Member Program agrees to implement, comply with, and monitor compliance with: (a) the USA Hockey SafeSport Program Handbook and the SafeSport Code for the U.S. Olympic and Paralympic Movement as adopted by the U.S. Center for SafeSport; and (b) the requirements set forth in the Protecting Young Victims from Sexual Abuse and SafeSport Authorization Act of 2017. Copies of the USA Hockey SafeSport Program Handbook may be found at [www.usahockey.com/safesportprogram](http://www.usahockey.com/safesportprogram), and copies of the SafeSport Code for the U.S. Olympic and Paralympic Movement may be found at [www.safesport.org](http://www.safesport.org).

2. SafeSport Training and Background Checks. Member Program agrees that it shall require and cause all of those persons who: (a) have regular contact with or supervision over minor Participants (e.g., coaches, hockey directors, trainers, team managers, chaperones, etc.); (b) are responsible for enforcing child abuse and misconduct policies (e.g., all officers and members of the board of directors); (c) are adults authorized by the Member Program to have regular contact with or authority over minor Participants, including all persons that are in managerial or supervisory roles of the Member Program (including owners and administrators of Member Program), and (d) are new and current employees and/or volunteers of Member Program; to: (i) consent to be screened and pass a background screen in accordance with USA Hockey’s background screening program; and (ii) complete SafeSport Training prior to having regular contact with minor Participants, or if they do not have regular contact with minor Participants, not more than 45 days beginning such role.

3. Adoption of Required Policies. Member Program shall adopt, comply with and maintain rules and policies requiring its members to comply with the One-on-One Interactions, Locker Room, Athletic Training Modalities, Social Media and Electronic Communications and Travel Policies as set forth in the USA Hockey SafeSport Handbook.

4. Required Reporting. Member Program agrees that it shall adopt, maintain and enforce policies that require its adult members to report: (a) actual or perceived violations of the USA Hockey SafeSport Program Handbook; (b) any violations of the Sexual Misconduct, Physical Misconduct, Emotional Misconduct, Bullying, Threats or Harassment, or Hazing Policies; and (c) suspicions or allegations of child physical or sexual abuse as required by the USA Hockey SafeSport Program. Member Program agrees that, should it become aware of any such violation(s), it will promptly make a report thereof as required by the USA Hockey SafeSport Program. **The USA Hockey reporting policy specifically provides that, pursuant to federal law, any adult authorized by a Member Program to interact with a minor or amateur athlete at an event sanctioned by USA Hockey or a Member Program is considered a mandatory reporter, and if any such person learns of facts that give reason to suspect that a child has suffered an incident of Child Abuse, including sexual abuse, he or she shall as soon as possible make a report of the suspected abuse to the U.S. Center for SafeSport and to applicable law enforcement authorities. Member Program and its adult members/representatives shall not attempt to evaluate the credibility or validity of child physical or sexual abuse allegations as a condition for or prior to reporting their concerns.**

5. No Retaliation. Member Program will not encourage, allow or tolerate attempts from any individual, group or organization to retaliate, punish, or in any way harm any individual(s) who report(s) a concern in good faith or otherwise participates in an investigation (e.g., a witness). Such actions will be considered a violation of the USA Hockey SafeSport Program and grounds for disciplinary action, and may

also be subject to civil or criminal proceedings.

6. Member Program Reporting to NYS Hockey. Member Programs shall on a monthly basis provide the NYS Hockey SafeSport Coordinator with notice of any alleged violations of SafeSport policies, and shall promptly advise the NYS Hockey SafeSport Coordinator of the results of any investigations, hearings or other proceedings within their program that involve allegations or violations of the USA Hockey SafeSport Policies or the SafeSport Handbook.

7. Submission to Jurisdiction of the U.S. Center for SafeSport and Enforcement of Sanctions or Discipline. Member Program agrees that it shall not engage in its own investigation or disciplinary process related to any allegations or reports that are within the exclusive jurisdiction of the U.S. Center for SafeSport unless and until such time as the U.S. Center for SafeSport has declined jurisdiction. Upon the issuance of the Center for SafeSport, USA Hockey or NYS Hockey, of any disciplinary measures, eligibility decisions or other sanctions, member Program agrees to enforce such suspension, measures or other sanction within its program.

8. Compliance Certification. Member Program shall at least annually, or more often if required by NYS Hockey, report and provide information as required or requested to NYS Hockey and/or the NYS Hockey SafeSport Coordinator on the Member Program's compliance with the USA Hockey SafeSport Program. Member Program agrees that its compliance with the terms of the requirements herein shall be subject to review by the NYS Hockey and/or USA Hockey. The terms of this Agreement shall be an ongoing obligation of the Member Program and, unless NYS Hockey or USA Hockey require that this Agreement be re-executed, expressly renewed or modified, shall automatically be renewed annually unless NYS Hockey or Member Program provide advance written notice of its termination effective as of the following 31<sup>st</sup> of August.

On behalf of the Member Program, the undersigned certifies that he or she is authorized by the Member Program to agree on its behalf to the terms above and to submit this Member Program Agreement to NYS Hockey and USA Hockey as a condition of sanctioning by USA Hockey and membership in, or affiliation with, NYS Hockey.

**Member Program Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Acknowledged and Received by NYS Hockey:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



**G. FORMS FROM BYLAW 8.1(d)**

**FORM 1 – NOTICE OF HEARING OF SUSPENSION/DISCIPLINE**

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Name and Address of Party]

Re: *Notice of Hearing Under NYS Hockey Bylaw 8.3(c)*

Dear \_\_\_\_\_:

This letter serves as your Notice of Hearing from the Hearing Panel under NYS Hockey Bylaw 8.3(c), to determine whether you will be suspended or otherwise disciplined as a result of violations of *[identify the USA Hockey or NYS Hockey Bylaw, Rule or Regulation]*. The discipline is proposed by *[name of party making the charge]*. The hearing will be held \_\_\_\_\_ *[date]* \_\_\_\_\_, at *[a.m/p.m]*, at *[hearing location]*.

*[Name of party making the charge]* alleges that you have *[generally describe facts/allegations that are alleged to have occurred]*. If the Hearing Panel finds that the above events occurred, you may be suspended or disciplined at the discretion of the Hearing Panel. *[If an investigation was made and a report prepared, add the following: A copy of the investigation report by [name of report author] is attached to this letter and will be considered by the Hearing Panel.*

*[Name of the party making the charge]* will have the burden of proving that the facts giving rise to the discipline are more likely to have occurred than not to have occurred, and that establishing such facts constitutes a violation of *[identify the USA Hockey or NYS Hockey Bylaw, Rule or Regulation]*.

Any issues raised during the hearing will also be addressed to the extent possible. You should also know that any evidence presented at the hearing may subject you and any other person implicated by that evidence to potential disciplinary action, up to and including suspension.

EACH PERSON RECEIVING THIS NOTICE IS REQUIRED TO ATTEND THIS HEARING. Failure to attend this hearing may result in administrative or disciplinary action being taken at that hearing, up to and including suspension. The hearing will proceed with or without your presence.

The Hearing Panel may request the presence at this hearing of witnesses or documents. If you have any witnesses who you wish to attend the hearing who are not listed at the bottom of this letter, please let me know in writing well before the hearing so that the Hearing Panel can request their attendance.

The following procedures will be applicable to the hearing:

- *[Describe procedures, e.g., time limits for each party to present their arguments, deadline by which written submissions should be delivered, maximum length (number of pages) for written submissions, number of witnesses allowed for each party, etc.]*.
- *[Identify any documents that the Hearing Panel will require any party to provide]*.
- You may request that a written record of the hearing be made, which may consist of a

recording, audio or video at the discretion of the Hearing Panel. The cost for providing for a court reporter's transcript shall be paid by the party who requests the record.

- The hearing will be [*open or closed*]. You may have counsel present but the following rules will apply to such counsel's presence in the hearing [*sample rules pertaining to participation by an attorney are below, and should be modified to conform with the applicable procedure*]:
  1. Counsel [*may/or may not*] be allowed to offer oral arguments on your behalf;
  2. If allowed to present argument, the attorney's time shall be deducted from the time allocated to you in the hearing;
  3. Counsel [*may/or may not*] be allowed to voice objections to evidence during the hearing;
  4. Counsel [*may/or may not*] be present in the hearing room while the hearing body takes evidence on the matter;
  5. Counsel [*may/or may not*] be allowed to present closing arguments on your behalf; and
  6. Counsel's presence shall not delay or otherwise cause the hearing to be unduly extended.
- The Hearing Panel will deliberate in closed session following the hearing, and a decision will be issued in a timely manner.

Following the hearing and a decision sent to you, you will have a right to appeal the decision to [*identify the Appeal Authority, i.e., the Section President or the Board*] pursuant to NYS Hockey Bylaw 8.5. To appeal the decision, you must submit your Statement of Appeal to [*identify the Appeal Authority*] and to this Hearing Panel, with copies provided as required under Bylaw 8.5, within 14 days of your receipt of the decision.

Please feel free to contact me if you have questions regarding any of the foregoing.

Very truly yours,

[signed] \_\_\_\_\_ [name] \_\_\_\_\_, Hearing Panel Chair

Enclosures: [*list any enclosures*]

cc: [*name of party making the charge, and any other parties/witnesses*]

**FORM 2 – NOTICE OF HEARING TO CONTEST ADMINISTRATIVE ACTION**

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Name and Address of Party]

Re: *Notice of Hearing Under NYS Hockey Bylaw 8.3(c)*

Dear \_\_\_\_\_:

This letter serves as your Notice of Hearing from the Hearing Panel under NYS Hockey Bylaw 8.3(c), to determine your contest of the Administrative Action of [*name of party that took the Administrative Action*]. The Administrative Action taken was [*describe generally*]. The hearing will be held on [*date*] \_\_\_\_\_, at [*a.m./p.m.*], at [*hearing location*].

You will have the burden of proving by a preponderance of the evidence that the Administrative Action made by [*name of party that took the Administrative Action*] was made in an arbitrary or capricious manner, or that it was not supported by the facts. If the Hearing Panel finds that you have not carried your burden of proof, at the discretion of the Hearing Panel the Administrative Action may be affirmed. [*If an investigation was made and a report prepared, add the following: A copy of the investigation report by [name of report author] is attached to this letter and will be considered by the Hearing Panel.*]

Any issues raised during the hearing will also be addressed to the extent possible. You should also know that any evidence presented at the hearing may subject you and any other person implicated by that evidence to potential administrative or disciplinary action.

EACH PERSON RECEIVING THIS NOTICE IS REQUIRED TO ATTEND THIS HEARING. Failure to attend this hearing may result in administrative or disciplinary action being taken at that hearing. The hearing will proceed with or without your presence.

The Hearing Panel may request the presence at the hearing of witnesses or documents. If you have any witnesses who you wish to attend the hearing who are not listed at the bottom of this letter, please let me know in writing well before the hearing so that the Hearing Panel can request their attendance.

The following procedures will be applicable to the hearing:

- [*Describe procedures, e.g., time limits for each party to present their arguments, deadline by which written submissions should be delivered, maximum length (number of pages) for written submissions, number of witnesses allowed for each party, etc.*].
- [*Identify any documents that the Hearing Panel will require any party to provide*].
- You may request that a written record of the hearing be made, which may consist of a recording, audio or video at the discretion of the Hearing Panel. The cost for providing for a court reporter's transcript shall be paid by the party who requests the record.
- The hearing will be [*open or closed*]. You may have counsel present but the following rules will apply to such counsel's presence in the hearing [*sample rules pertaining to*

*participation by an attorney are below, and should be modified to conform with the applicable procedure]:*

1. Counsel [*may/or may not*] be allowed to offer oral arguments on your behalf;
  2. If allowed to present argument, the attorney's time shall be deducted from the time allocated to you in the hearing;
  3. Counsel [*may/or may not*] be allowed to voice objections to evidence during the hearing;
  4. Counsel [*may/or may not*] be present in the hearing room while the hearing body takes evidence on the matter;
  5. Counsel [*may/or may not*] be allowed to present closing arguments on your behalf; and
  6. Counsel's presence shall not delay or otherwise cause the hearing to be unduly extended.
- The Hearing Panel will deliberate in closed session following the hearing, and a decision will be issued in a timely manner.

Following this hearing and a decision sent to you, you will have a right to appeal the decision to [*identify the Appeal Authority, i.e., the Section President or the Board*] pursuant to NYS Hockey Bylaw 8.5. To appeal the decision, you must submit your Statement of Appeal to [*identify the Appeal Authority*] and to this Hearing Panel, with copies provided as required under Bylaw 8.5, within 14 days of your receipt of the decision.

Please feel free to contact me if you have questions regarding any of the foregoing.

Very truly yours,

\_\_\_\_\_ [*signed*] \_\_\_\_\_ [*name*] \_\_\_\_\_, Hearing Panel Chair

Enclosures: [*list any enclosures*]

cc: [*name of party making the charge, and any other parties/witnesses*]

**FORM 3 - NOTICE OF SUMMARY SUSPENSION**

\_\_\_\_\_ [Date]

\_\_\_\_\_ [Name and Address of Party]

Re: *Notice of Summary Suspension Under NYS Hockey Bylaw 8.4(c)*

Dear \_\_\_\_\_:

This letter serves as notice that you have been suspended from all participation in NYS Hockey and USA Hockey sanctioned activities by *[name of Disciplinary Authority imposing suspension]*.

*[Select Occurrence Requiring Summary Suspension]*

*[A. For A Hockey Violation]*

This suspension is imposed pursuant to the Summary Suspension provisions of NYS Hockey Bylaw 8.4(c) and USA Hockey Bylaw 10.D.(3)(a) as a result of allegations that you violated *[identify the USA Hockey or NYS Hockey Playing Rules, Policies e.g., physical or sexual abuse]* as set forth in the Annual Guide of USA Hockey *[and/or the Annual Guide of NYS Hockey]*. You are alleged to have *[describe facts that are alleged to have occurred]*. At this point, you are suspended indefinitely pending further notice *[or a time period or other scope of suspension description may be included]*.

You have a right to request a hearing to contest this suspension.

To request a hearing, you must provide written notice to the undersigned within seven (7) days of your receipt of this notice. Your failure to request a hearing within seven (7) days of this notice will waive your right to a hearing and the suspension imposed hereby shall stand. If a hearing is requested, the hearing will be held pursuant to the provisions of NYS Hockey Bylaw 8.3(c), a Hearing Panel will be appointed, and the Hearing Panel will notify you of the time, place and other details regarding the hearing. If a hearing is held, you will have a right to appeal any decision pursuant to NYS Hockey Bylaw 8.5.

*[B. For An Arrest Or Criminal Charges, Or Other Non-Hockey Violation]*

This suspension is imposed pursuant to the Summary Suspension provisions of NYS Hockey Bylaw 8.4(c) and USA Hockey Bylaw 10.D.(3)(a) as a result of you being *[arrested/charged]*. You are alleged to have *[describe facts that are alleged to have occurred]*. At this point, you are suspended indefinitely pending further notice *[or, a time period or other scope of suspension description may be included]*.

With respect to the ongoing legal proceedings involving you, the *[Disciplinary Authority]* is staying the time by which you must submit a request for a hearing until 7 days following the conclusion of those legal proceedings. Further, when the legal proceedings have been determined with finality by a court of competent jurisdiction, you may request that this suspension be terminated by submitting the appropriate disposition documentation from said court to *[the responsible Section President]*, who will present your request and supporting documentation to the NYS Hockey Board.

Please feel free to contact me if you have questions regarding any of the foregoing.

Very truly yours,

\_\_\_\_\_ [signed]

\_\_\_\_\_ [name]

\_\_\_\_\_ [name of Disciplinary Authority]

\_\_\_\_\_ [title of signatory]

**FORM 4 – HEARING PANEL DECISION OF SUSPENSION/DISCIPLINE**

**Hearing Panel Decision  
Disciplinary Proceedings Under NYS Hockey Bylaw 8.3(c)  
Hearing Held on [Date of Hearing] at [Hearing Location]**

**To:** [Names of Parties to the Hearing]

**From:** [Names of Hearing Panel Members], Hearing Panel Members for [Name of Disciplinary Authority]

**Re:** Proposed [describe suspension/discipline] of [Party subject to suspension/discipline]

On [date of hearing] at [hearing location], the above-named Hearing Panel held a hearing to determine whether [name of the Party subject to suspension/discipline] should be [suspended/disciplined] as a result of violations of [identify the USA Hockey and/or NYS Hockey Bylaw, Rule or Regulation]. The suspension/discipline was proposed by [name of Party making the charge]. Notice of the allegations and a Notice of Hearing were provided to [names] on [date(s)].

This report serves as the written determination and decision of the Hearing Panel. The Hearing Panel confirms that its Members are reasonably disinterested and impartial and have no interest in the outcome of the hearing. [Hearing Panel may identify the members of the panel and their title/role in hockey]

[Describe the length of the hearing, number and identity of witnesses that were called by each side, submissions by the Parties, etc.] All persons present were given an opportunity to present their views and to provide information, ask questions and submit evidence.

**FINDINGS OF FACT**

Based on the testimony, information and exhibits presented at the hearing, and the written submissions from [names of Parties submitting documents], the Hearing Panel finds the following facts to be established by a preponderance of the evidence:

1. [Describe the determinations of the hearing panel as to any facts that must be established in order to support the conclusions below];
2. [Etc.]

**CONCLUSIONS**

Based on the above Findings of Fact, the Hearing Panel concludes:

- A. That the occurrence of the facts described above constitute [does not constitute] a violation of [describe USA Hockey and/or NYS Hockey Bylaw, Rule or Regulation that was violated];
- B. [Etc.]

## DECISION

Based upon the above Findings of Fact, determined by the Hearing Panel to be more likely true than not true, and the above Conclusion(s) drawn from the Findings of Fact, the Hearing Panel hereby determines:

- I. *[Describe the suspension/discipline determined by the hearing panel];*
- II. *[Etc.]*

This Hearing Panel Decision may be appealed by any Party disciplined hereunder to *[identify the Appeal Authority, as applicable, the responsible Section President or the NYS Hockey President]* pursuant to NYS Hockey Bylaw 8.5. Note that a suspension that is one year or more in length is automatically considered a national suspension and is in effect across all USA Hockey sanctioned programs. To appeal this Decision, you must submit your Statement of Appeal to *[identify the Appeal Authority]* and to this Hearing Panel, with copies provided as required under Bylaw 8.5, within fourteen (14) days of your receipt of this Decision. If the Statement of Appeal is not so delivered within the fourteen (14) day period, this Decision shall be final. Additional information regarding the appeal rights of any disciplined Party, including information that must be included in a Statement of Appeal, may be found in NYS Hockey Bylaw 8.5 as set forth in the NYS Hockey Annual Guide.

The Appeal Authority may affirm, reverse or modify (including increase or decrease the term of a suspension) any decision in its sole discretion and as it deems proper under the circumstances.

Note that the Statement of Appeal should include a description of why the decision appealed from should be overturned or reversed, and should attach the record of the hearing panel, if any, and a copy of the decision. The Statement of Appeal should be a complete and comprehensive document and attach all materials (including any relevant governing documents the Party is relying upon to support its argument) that the Party wishes to be considered by the Appeal Authority; letters and other documents not submitted by the Party as part of the Statement of Appeal need not be considered by the Appeal Authority. Thus, the Statement of Appeal should present the Appeal Authority with all the reasons and supporting information necessary for the Appeal Authority to understand the appeal, and why decision appealed from should be overturned or reversed. Any reply by the Disciplinary Authority should be similarly informative to the Appeal Authority as to why the decision appealed from should be upheld.

This Hearing Panel Decision is issued \_\_\_\_\_ *[date]* .

**FORM 5 – HEARING PANEL DECISION OF ADMINISTRATIVE ACTION**  
**Hearing Panel Decision**  
**Administrative Action Contest Proceedings Under NYS Hockey Bylaw**  
**8.3(c) Hearing Held on [Date of Hearing] at [Hearing Location]**

**To:** [Names of Parties to the Hearing]

**From:** [Names of Hearing Panel Members], Hearing Panel Members for [Name of Disciplinary Authority]

**Re:** Contest of [describe Administrative Action] of [Party subject to Administrative Action]

On [date of hearing] at [hearing location], the above-named Hearing Panel held a hearing to determine the contest by [name of Party contesting the Administrative Action]. The Administrative Action taken was [describe generally]. The Administrative Action being contested was taken by [name of Party that took the Administrative Action]. Notice of the Hearing on this contest was provided to [names] on [date(s)].

This report serves as the written decision of the Hearing Panel. The Hearing Panel confirms that its Members are reasonably disinterested and impartial and have no interest in the outcome of the hearing. [Hearing Panel may identify the members of the panel and their title/role in hockey]

[Describe the length of the hearing, number and identity of witnesses that were called by each side, submissions by the Parties, etc.] All persons present were given an opportunity to present their views and to provide information, ask questions and submit evidence.

**FINDINGS OF FACT**

Based on the testimony, information and exhibits presented at the hearing, and the written submissions from [name of Parties submitting documents], the Hearing Panel finds the following facts to have been established by a preponderance of the evidence:

1. [Describe the determinations of the hearing panel as to any facts that must be established in order to support the conclusions below];
2. [Etc.]

**CONCLUSIONS**

Based on the above Findings of Fact, the Hearing Panel concludes:

- A. That the occurrence of the facts described above does not support a finding that the Administrative Action being contested was made in an arbitrary or capricious manner [or, That the occurrence of the facts described above supports a finding that the Administrative Action being contested was made in an arbitrary or capricious manner]; [and/or]
- B. That the Administrative Action being contested was supported [or, not supported] by the occurrence of the facts described above;
- C. [Etc.].



## DECISION

Based upon the above Findings of Fact, determined by the Hearing Panel to be more likely true than not true, and the above Conclusion(s) drawn from the Findings of Fact, the Hearing Panel hereby determines:

- I. That the Administrative Action was not made in an arbitrary or capricious manner based on the facts, and is upheld [or, That the Administrative Action was made in an arbitrary or capricious manner, [and/or is not supported by the facts], and is reversed];
- II. [Etc.]

This Hearing Panel Decision may be appealed by any Party subject to or imposing the Administrative Action, to [identify the Appeal Authority, as applicable, the responsible Section President or the NYS Hockey President] pursuant to NYS Hockey Bylaw 8.5. To appeal this Decision, you must submit your Statement of Appeal to [identify the Appeal authority] and to this Hearing Panel, with copies provided as required under Bylaw 8.5, within fourteen (14) days of your receipt of this Decision. If the Statement of Appeal is not so delivered within the fourteen (14) day period, this Decision shall be final. Additional information regarding the appeal rights of any Party subject to or imposing the Administrative Action, including information that must be included in a Statement of Appeal, may be found in NYS Hockey Bylaw 8.5 as set forth in the NYS Hockey Annual Guide.

The Appeal Authority may affirm, reverse or modify (including increase or decrease the term of a suspension) any decision in its sole discretion and as it deems proper under the circumstances.

Note that the Statement of Appeal should include a description of why the decision appealed from should be overturned or reversed, and should attach the record of the hearing panel, if any, and a copy of the decision. The Statement of Appeal should be a complete and comprehensive document and attach all materials (including any relevant governing documents the Party is relying upon to support its argument) that the Party wishes to be considered by the Appeal Authority; letters and other documents not submitted by the Party as part of the Statement of Appeal need not be considered by the Appeal Authority. Thus, the Statement of Appeal should present the Appeal Authority with all the reasons and supporting information necessary for the Appeal Authority to understand the appeal, and why decision appealed from should be overturned or reversed. Any reply by the Disciplinary Authority should be similarly informative to the Appeal Authority as to why the decision appealed from should be upheld.

This Hearing Panel Decision is issued \_\_\_\_\_ [date] \_\_\_\_\_.

**FORM 6 - APPEAL OF DECISION**

**Appeal of [Suspension/Discipline or Administrative Action]  
Issued Regarding [Name of Party Suspended/Disciplined, or subject to Administrative Action]  
Appeal Proceedings Under NYS Hockey Bylaw 8.5**

**To:** [Names of Parties to the Appeal]

**From:** [Names of Appeal Authority Panel Members], Appeal Panel Members

**Re:** Appeal by [name of appealing Party] regarding [suspensions/discipline or Administrative Action being appealed]

[For an appeal involving suspension/discipline] This matter is the appeal of [name of appealing Party] from the Decision of a hearing panel of [name of Disciplinary Authority], dated \_\_\_\_\_, in which the [name of Disciplinary Authority] imposed [did not impose] a [describe suspension/discipline] that was sought by [name of Party seeking the suspension/discipline] (the "Hearing Panel").

[For an appeal involving an Administrative Action] This matter is the appeal of [name of appealing Party] from the Decision of a hearing panel of [name of Disciplinary Authority], dated \_\_\_\_\_, in which the [name of Disciplinary Authority] [upheld/reversed] the Administrative Action of [name of the Party that made the Administrative Action] (the "Hearing Panel").

[If the Statement of Appeal was not timely delivered, then the following paragraph is appropriate and concludes this Decision letter]:

While [name of appealing Party] asserts various reasons for disagreeing and overturning the Decision of the Hearing Panel, we do not have the authority to determine the merits of this matter as it was not timely appealed. NYS Hockey has adopted Bylaw 8.5 regarding the timely submission of a Statement of Appeal, and that Bylaw is in accordance with USA Hockey Bylaw 10.E. See NYS Hockey Bylaw 8.5(b)(i); USA Hockey Bylaw 10.E(2)(a). This appeal was not timely made and is accordingly dismissed in all respects.

[If the Statement of Appeal was timely submitted, then the following paragraph is appropriate]:

[Name of appealing Party] timely submitted a Statement of Appeal on [date of Statement of Appeal], which included the written record [if there was one] issued by the Hearing Panel. [Name of responding Party] timely submitted a response to the Statement of Appeal on [date of response]. [If a response was not submitted, or was not submitted timely, that should be noted]

[Include any other relevant history of this matter and appeal]

[Describe any other reports, documents, etc. that were submitted].

[Depending on whether a hearing was held, include one of the following] Following submission of the documents described above, the Appeal Panel determined to decide this appeal based on the written submissions of the parties. [or] A hearing on this appeal was held on \_\_\_\_\_. [Describe as applicable the length of any hearing, the number and identity of witnesses that were called by each side, submissions by the parties, etc.]

*[Describe facts that are relevant to the determination of the appeal; facts not relevant to the determination should not be included]*

*[If suspension/discipline is involved, use the following]* Based upon our review of the facts above, we find that \_\_\_\_\_ violated [or did not violate] *[describe USA Hockey and/or NYS Hockey Bylaw, Rule or Regulation that was or was not violated]*.

*[If an Administrative Action is involved, use the following]* Based upon our review of the facts above, we find that the Administrative Action appealed from was [or was not] properly [upheld/reversed].

Pursuant to NYS Hockey Bylaw 8.5(b)(iii), this Appeal Panel has the authority to “affirm, reverse or modify (including increase or decrease) any decision in its sole discretion and as it deems proper under the circumstances” before it. Based upon its review of the above, this Appeal Panel hereby determines:

*[Describe decision of the Appeal Panel, e.g., affirming the Hearing Panel determination, modifying the determination, remanding the matter back to the Hearing Panel to properly follow the Bylaws, etc.]*

*[Include if Decision is from a Section President]*

This Decision may be appealed by any Party subject affected by this Decision, to *[name of the NYS Hockey President]* pursuant to NYS Hockey Bylaw 8.5. To appeal this Decision, you must submit your Statement of Appeal to *[name of the NYS Hockey President]* and to this Hearing Panel, with copies provided as required under Bylaw 8.5, within fourteen (14) days of your receipt of this Decision. If the Statement of Appeal is not so delivered within the fourteen (14) day period, this Decision shall be final. Additional information regarding the appeal rights of any Party affected by this Decision, including information that must be included in a Statement of Appeal, may be found in NYS Hockey Bylaw 8.5 as set forth in the NYS Hockey Annual Guide.

The Appeal Authority may affirm, reverse or modify (including increase or decrease the term of a suspension) any decision in its sole discretion and as it deems proper under the circumstances.

Note that the Statement of Appeal should include a description of why the decision appealed from should be overturned or reversed, and should attach the record of the hearing panel, if any, and a copy of the decision. The Statement of Appeal should be a complete and comprehensive document and attach all materials (including any relevant governing documents the Party is relying upon to support its argument) that the Party wishes to be considered by the Appeal Authority; letters and other documents not submitted by the Party as part of the Statement of Appeal need not be considered by the Appeal Authority. Thus, the Statement of Appeal should present the Appeal Authority with all the reasons and supporting information necessary for the Appeal Authority to understand the appeal, and why decision appealed from should be overturned or reversed. Any reply by the Disciplinary Authority should be similarly informative to the Appeal Authority as to why the decision appealed from should be upheld.

This Appeal Panel Decision is issued \_\_\_\_\_ *[date]* \_\_\_\_\_.

## H. NYSAHA DISTRICT CHAMPIONSHIPS

<u>Division</u>	<u>State Dates</u>	<u>State Location</u>
High School	March 2 – 4	Saugerties, NY
Girls Tier I – 12U	March 2 – 4	Buffalo, NY
Girls Tier II – 12U	March 2 – 4	Buffalo NY
Youth Tier I – 12U	March 2 – 4	Buffalo, NY
Youth Tier II – 12U	March 2 – 4	Buffalo, NY
Youth Tier III – 12U	March 2 – 4	Buffalo, NY
Youth Tier I – 13O	March 2 – 4	Buffalo, NY
Girls Tier I – 14U	March 8 – 10	Buffalo, NY
Girls Tier II – 14U	March 8 – 10	Buffalo, NY
Girls Tier I – 16U	March 8 – 10	Buffalo, NY
Girls Tier II – 16U	March 8 – 10	Buffalo, NY
Girls Tier I – 19U	March 8 – 10	Buffalo, NY
Girls Tier II – 19U	March 8 – 10	Buffalo, NY
Youth Tier I – 14U	March 15 – 17	Buffalo, NY
Youth Tier II – 14U	March 15 – 17	Buffalo, NY
Youth Tier I – 15O	March 15 – 17	Buffalo, NY
Youth Tier I – 16U	March 15 – 17	Buffalo, NY
Youth Tier II – 16U	March 15 – 17	Buffalo, NY
Youth Tier I – 18U	March 15 – 17	Buffalo, NY
Youth Tier II – 18U	March 15 – 17	Buffalo, NY
Youth Tier III – 14U	March 22 – 24	Buffalo, NY
Youth Tier III – 16U	March 22 – 24	Buffalo, NY
Youth Tier III – 18U	March 22 – 24	Buffalo, NY

**2022 – 2023 NYSAHA State Champions**

<b><u>DIVISION</u></b>	<b><u>YEAR</u></b>	<b><u>WINNER</u></b>	<b><u>RUNNER – UP</u></b>
High School Club	2022 – 2023	SA Ice Friars (5)	East Islip (3)
Tier I 12 & Under	2022 – 2023	Buffalo Jr Sabres (9)	Clifton Park (0)
Tier II 12 & Under	2022 – 2023	Arrows Hockey (6)	Canton Peewees (3)
Tier III 12 & Under	2022 – 2023	Pelham Pelicans (6)	Finger Lakes (0)
Tier I 14 & Under	2022 – 2023	Saints Hockey (6)	Clifton Park (2)
Tier II 14 & Under	2022 – 2023	Cheektowaga Warriors (2)	Canton Peewees (0)
Tier III 14 & Under	2022 – 2023	Finger Lakes (2)	Dix Hills Hawks (1)
Tier I 15 Pure	2022 – 2023	LI Gulls (2)	Saints Hockey (1)
Tier I 16 & Under	2022 – 2023	LI Gulls (5)	Buffalo Jr Sabres (1)
Tier II 16 & Under	2022 – 2023	Suffolk Blue Knights (5)	Power City Bruins (3)
Tier III 16 & Under	2022 - 2023	South Westchester (9) Blackhawks	Malone Minor 46ers (4)
Tier I 18 & Under	2022 – 2023	Buffalo Regals (3)	LI Gulls (1)
Tier II 18 & Under	2022 – 2023	Rochester Grizzlies (4)	Arrows Hockey (0)
Tier III 18 & Under	2022 – 2023	LI Whalers (6)	Malone Minor 46ers (3)
Girls 12U Tier I	2022 – 2023	Rochester Jr Americans (5)	Valley Eagles (0)
Girls 14U Tier I	2022 – 2023	Rochester Jr Americans (4)	Valley Eagles (3)
Girls 16U Tier I	2022 – 2023	Rochester Youth (3) OT	Amherst Knights (2)
Girls 19U Tier I	2022 – 2023	Rochester Youth (6)	Buffalo Regals (3)
Girls 12U Tier II	2022 – 2023	Malone Minor (3)	Amherst Knights (0)
Girls 14U Tier II	2022 – 2023	Adirondack Youth (3)	Malone Minor 46ers (1)
Girls 16U Tier II	2022 – 2023	Adirondack Youth (3)	Webster Cyclones (0)
Girls 19U Tier II	2022 – 2023	Valley Eagles (2)	NYC Cyclones (1)

**National Champions for 2022 – 2023**

Tier I 14 & Under	2022 – 2023	Saints Hockey
Tier I 16 & Under	2022 – 2023	LI Gulls
Tier II 18 & Under	2022 – 2023	Rochester Grizzlies
Girls 14U Tier II	2022 – 2023	Adirondack Northstars
Girls 19U Tier II	2022 – 2023	Valley Eagles

## **I. PLAYER/FINANCIAL RELEASE FORM (NYSAHA-02)**

This form is used for in season player movement and for players with a financial obligation at the end of a season in accordance with Rule 4 of the NYSAHA Guide Book.

If Part 2 is disapproved, a player may not skate with a new Association until the obligations, financial or otherwise are met or the appeal process has been undertaken in accordance with By-Law VIII, Section 8.4(c)(vii) of the NYSAHA Guide Book. The Association President will give brief reason for not approving the release.

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**PART 1** – To be completed by requesting Player/Parent or Guardian.

Date of Release Request: \_\_\_\_\_

Players Name: \_\_\_\_\_ Date: \_\_\_\_\_

Home Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**PART 2** – To be completed by the Association President where the player is currently registered, or most recently registered. Part 2 must be completed in a timely manner, not to exceed ten (10) days.

On behalf of, and at the direction of the Board of Directors of the

---

(Name of Association)

I, \_\_\_\_\_ President, do hereby

**APPROVE / DISAPPROVE** (circle choice) the above-named player to tryout, register, and play with another Association. The named player **HAS / HAS NOT** (circle choice) met all obligations, financial or otherwise with our Association.

If the request is denied reason: \_\_\_\_\_

---

(President's Signature)

---

(Date)

## **J. PLAYER/ASSOCIATION COMMITMENT FORM (NYSAHA-01)**

The Player/Parent or Guardian, coach and Association must complete this form once tryouts and/or evaluations are completed in accordance with NYSAHA Guide Book Rule 2, Section 8 of the Guide Book.

**PART 1** – To be completed by requesting Player/Parent or Guardian.

Players Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

I/we agree that the above-named player will be registered and participate

on the \_\_\_\_\_ team

of the \_\_\_\_\_ Association

for the \_\_\_\_\_ season.

\_\_\_\_\_  
Signature of Player or Parent/Guardian (if under 18 years of age)

\_\_\_\_\_  
Date/Time

**PART 2** – To be completed by the Association's Team Coach.

I, \_\_\_\_\_, Coach, hereby agree that the above-named  
player will be registered and participate on my \_\_\_\_\_

team for the \_\_\_\_\_ season.

\_\_\_\_\_  
(Coach's Signature)

\_\_\_\_\_  
(Date)

**PART 3** – To be completed by the Association President.

On behalf of, and at the direction of the Board of Directors of the

\_\_\_\_\_ Association,

I, \_\_\_\_\_ President, do

hereby agree that the above-named player will be registered and participate on our team

for the \_\_\_\_\_ season.

\_\_\_\_\_  
(President's Signature)

\_\_\_\_\_  
(Date)

The NYSAHA Guide Book can be found at [www.nysaha.com](http://www.nysaha.com)

**K. USA HOCKEY DIRECTORY & INFORMATION**

**1. USA Hockey Directory**

**USA HOCKEY, INC.**

1775 Bob Johnson Drive  
Colorado Springs, CO 80906-4090  
(719) 576 – USAH  
Fax (719) 538 – 1160

Executive Director	Pat Kelleher
President	Michael Trimboli
Treasurer	Donna Guariglia
Vice President, Legal Council	John Tobin
Vice President, Youth Council	Keith Barrett
Vice President, Girls Council	Don Gould
Vice President, Adult Council	Don Mulder
Vice President, International Council	Dwayne Dillinger
Vice President, Membership Council	Donna Kaufman
Vice President, Junior Council	T.C. Lewis
Independent Director	Ryan Bedford
Affiliate President Director	Steve Oleheiser
Director At-Large	Kris Knauss
Director At-Large	Cheri Bonawitz
Director At-Large	Mike McMillan
Director At-Large	Joe Eppolito
NHL Director	Bill Daly

*Composed of American Hockey Teams, Players and  
Hockey Referees throughout the United States.*





## 2. USA Hockey Mission Statement, Youth Policies and Code of Conduct

### A. YOUTH HOCKEY

The USA Hockey mission statement for its youth programs is as follows:

- To provide an innovative grassroots foundation for the growth and development of USA Hockey, designing programs aimed at increased participation, improved skills and a responsible environment for the conduct of youth hockey.

The American Development Model (ADM) is the basis for youth hockey in the United States. It provides:

- A safe and healthy environment for all.
- An opportunity for all new players who wish to play hockey.
- Fair and equal opportunity for all to participate in our sport.
- An opportunity to learn the basic skills without an over-emphasis on winning.
- A philosophy which attempts to reduce the number who become disenchanting and drop out.
- An opportunity for those who wish to advance in a more competitive environment to do so.
- Qualified adult leadership.

USA Hockey recommends:

- Scoring records should be de-emphasized at the age of 11 & under.
- Awards should be inexpensive and based on significant achievement. The most gratifying award any player can receive is the joy that comes from skill development that contributes to team success.
- The recruitment of players on a widespread geographic basis for the establishment of youth division "travel teams" may be pursued under the guidelines established by USA Hockey.
- It is recommended that adult volunteers place a primary emphasis on the formal education of players and a de-emphasis on excessive competition and a win-at-all costs attitude in the youth age classifications.
- Sportsmanship at all times should be emphasized.

USA Hockey has created four distinct categories within its structure to help meet the needs of the youth player. As the primary provider of grassroots hockey across the country, USA Hockey believes everyone should have the opportunity to play hockey at a level that matches their passion for the game.

1. Learn to Play/FUNDamentals – This program is designed to meet the needs of the beginning player. Basic skills will be taught equally in a non-competitive environment. Fun, physical development and sociable environment are stressed.
2. Hockey for Life (All Ages)
  - Flex Hockey - this program is designed to provide opportunities to play for enjoyment, fitness, relaxation and fellowship. The focus will be on creating a fun, safe environment where participants can be active in the sport of hockey with flexible participation commitment and varied playing formats and varied playing rules.
  - Recreational Hockey – The backbone of youth hockey, recreational hockey encourages internal or "house league" play. Fun, physical development and sociable environment are stressed.
3. Travel (Beginning at 14U) – Qualified coaches teach higher-level skill development and team play for players within local associations who have the desire and ability for a more committed hockey experience. Balance of winning and sportsmanship is stressed, and travel for competition should be reasonable. Players should still receive equivalent playing time. Team objectives include local, league, state and national championships.
4. Select/High Performance (Beginning at 16U) – A high-level national program which draws from the very best players in programs across the country, then prepares them to play for the United States in international competitions.

## B. CODE OF CONDUCT

### Administrator's Code of Conduct

- Follow the rules and regulations of USA Hockey and your association to ensure that the association's philosophy and objective are enhanced.
- Support programs that train and educate players, coaches, parents, officials and volunteers.
- Promote and publicize your programs; seek out financial support when possible.
- Communicate with parents by holding parent/player orientation meetings as well as being available to answer questions and address problems throughout the season.
- Work to provide programs that encompass fairness to the participants and promote fair play and sportsmanship.
- Recruit volunteers, including coaches, who demonstrate qualities conducive to being role models to the youth in our sport.
- Encourage coaches and officials to attend USA Hockey Clinics and advise your board members of the necessity for their training sessions.
- Make every possible attempt to provide everyone, at all skill levels, with a place to play.
- Read and be familiar with the contents of the USA Hockey Annual Guide and USA Hockey's official playing rules.
- Develop other administrators to advance to positions in your association, perhaps even your own.

### Coach's Code of Conduct

- Winning is a consideration, but not the only one, nor the most important one. Care more about the child than winning the game. Remember, players are involved in hockey for fun and enjoyment.
- Be a positive role model to your players. Display emotional maturity and be alert to the physical safety of players.
- Be generous with your praise when it is deserved; be consistent and honest; be fair and just; do not criticize players publicly; learn to be a more effective communicator and coach; don't yell at players.
- Adjust to personal needs and problems of players; be a good listener; never verbally or physically abuse others, particularly a player or official; give all players the opportunity to improve their skills, gain confidence and develop self-esteem; teach players the basics.
- Organize practices that are fun and challenging for your players. Familiarize yourself with the rules, techniques and strategies of hockey; encourage all your players to be team players.
- Maintain an open line of communication with your players' parents. Explain the goals and objectives of your association.
- Be concerned with the overall development of your players. Stress good health habits and clean living.
- To play the game is great, to love the game is greater.

### On-Ice Official's Code of Conduct

- Act in a professional and businesslike manner at all times and take your role seriously.
- Strive to provide a safe and sportsmanlike environment in which players can properly display their hockey skills.
- Know all playing rules, their interpretations and their proper application.
- Remember that officials are teachers. Set a good example.
- Make your calls with quiet confidence; never with arrogance.

- Manage and help to control games in cooperation with the coaches to provide a positive and safe experience for all participants.
- Violence must never be tolerated.
- Be fair and impartial at all times.
- Answer all reasonable questions and requests.
- Enforce USA Hockey's "zero tolerance" policy in all cases.
- Never use foul or vulgar language when speaking with a player, coach or parent.
- Use honesty and integrity when answering questions.
- Admit your mistakes when you make them.
- Never openly criticize a coach, player or fellow official.
- Keep your emotions under control.
- Use only USA Hockey-approved officiating techniques and policies.
- Maintain your health through a physical conditioning program.
- Dedicate yourself to personal improvement and maintenance of officiating skills.
- Respect your supervisor and his/her critique of your performance.

#### Parent's Code of Conduct

- Do not force your children to participate in sports but support their desires to play their chosen sports. Children are involved in organized sports for their enjoyments. Make it fun.
- Encourage your child to play by the rules. Remember, children learn best by example, so applaud the good plays of both teams.
- Do not embarrass your child by yelling at players, coaches or officials. By showing a positive attitude toward the game and all of its participants, your child will benefit.
- Emphasize skill development and practices and how they benefit your young athlete. De-emphasize games and competition in the lower age groups.
- Know and study the rules of the game and support the officials on and off the ice. This approach will help in the development and support of the game. Any criticism of the officials only hurts the game.
- Applaud a good effort in both victory and defeat and enforce the positive points of the game. Never yell or physically abuse your child after a game or practice – it is destructive. Work toward removing the physical and verbal abuse in youth sports.
- Recognize the importance of volunteer coaches. They are important to the development of your child and the sport. Communicate with them and support them.
- If you enjoy the game, learn all you can about hockey – and volunteer.

#### Player's Code of Conduct

- Play for fun.
- Work hard to improve your skills.
- Be a team player – get along with your teammates.
- Learn teamwork, sportsmanship and discipline.
- Be on time.
- Learn the rules and play by them. Always be a good sport.
- Respect your coach, your teammates, your parents, opponents and officials.
- Never argue with an officials' decision.

#### Spectator's Code of Conduct

- Display good sportsmanship. Always respect players, coaches and officials.
- Act appropriately; do not taunt or disturb other fans; enjoy the game together.

- Cheer good plays of all participants; avoid booing opponents.
- Cheer in a positive manner and encourage fair play; profanity and objectionable cheers or gestures are offensive.
- Help provide a safe and fun environment; throwing any items on the ice surface cause injury to players and officials.
- Do not lean over or pound on the glass; the glass surrounding the ice surface is part of the playing area.
- Support the referees and coaches by trusting their judgement and integrity.
- Be responsible for your own safety – be alert to prevent accident from flying pucks and other avoidable situations.
- Respect locker rooms as private areas for players, coaches and officials.
- Be supportive after the game – win or lose. Recognize good effort, teamwork and sportsman ship.

**3. 2023 – 2024 Season Age Classification**

**USA Hockey Playing Season: September 1, 2023 through August 31, 2024**

**Youth Hockey Age Classifications are Unrestricted as to Gender**

<b>YOUTH TEAMS</b>		
<b>DATE OF BIRTH</b>	<b>AGE CATEGORY</b>	<b>AGE DIVISIONS</b>
2005	18 YEARS	18 & UNDER
2006	17 YEARS	18 & UNDER
2007	16 YEARS	16 & UNDER
2008	15 YEARS	15 ONLY
2009	14 YEARS	14 & UNDER
2010	13 YEARS	13 ONLY
2011	12 YEARS	12 & UNDER
2012	11 YEARS	12 & UNDER
2013	10 YEARS	10 & UNDER
2014	9 YEARS	10 & UNDER
2015	8 YEARS	8 & UNDER
<b>GIRL'S &amp; WOMEN'S TEAMS</b>		
<b>DATE OF BIRTH</b>	<b>AGE CATEGORY</b>	<b>AGE DIVISIONS</b>
2004	19 YEARS	19 & UNDER
2005	18 YEARS	19 & UNDER
2006	17 YEARS	19 & UNDER
2007	16 YEARS	16 & UNDER
2008	15 YEARS	16 & UNDER
2009	14 YEARS	14 & UNDER
2010	13 YEARS	14 & UNDER
2011	12 YEARS	12 & UNDER
2012	11 YEARS	12 & UNDER
2013	10 YEARS	10 & UNDER
2014	9 YEARS	10 & UNDER
2015	8 YEARS	8 & UNDER

**NO USA Hockey REGISTRATION FEE FOR 2017 AND YOUNGER (6 & UNDER) PLAYERS**

#### 4. 2024 USA Hockey National Championship Locations

<u>Division</u>	<u>Location</u>	<u>Dates</u>
High School	West Chester, Pennsylvania	March 20 – March 24, 2024
Youth Tier I 14U	Plymouth, Michigan	April 2 – April 7, 2024
Youth Tier I 15 Only	Fargo, North Dakota	April 2 – April 7, 2024
Youth Tier I 16U	Las Vegas, Nevada	April 2 – April 7, 2024
Youth Tier I 18U	Las Vegas, Nevada	April 2 – April 7, 2024
Youth Tier II 14U	Amherst, New York	April 3 – April 7, 2024
Youth Tier II 16U	Dallas, Texas	April 3 – April 7, 2024
Youth Tier II 18U	Delmont, Pennsylvania	April 3 – April 7, 2024
Men's Adult		
Women's Adult		
Girls Tier I (14U, 16U, 18U)	Wesley Chapel, Florida	April 2 – April 7, 2024
Girls Tier II 14U	Sioux Falls, South Dakota	April 3 – April 7, 2024
Girls Tier II 16U	Green Bay, Wisconsin	April 3 – April 7, 2024
Girls Tier II 19U	East Lansing, Michigan	April 3 – April 7, 2024

## **5. Directors and Officers Liability Insurance**

In today's uncertain climate of ever-increasing errors and omissions, liability claims and threats of lawsuits against management of non-profit organizations, USA Hockey members can now purchase coverage to protect themselves from lawsuits.

### **COVERAGE FEATURES**

- ❖ Discrimination (age, sex or race)
- ❖ Acts beyond granted authority
- ❖ Wrongful dismissal, rejection or suspension of league personnel or players
- ❖ Failure to deliver services
- ❖ Libel, slander or defamation of character
- ❖ Lack of supervision
- ❖ Crime Insurance

For further information on insurance matters please consult the New York State District Risk Manager.





**M. NYS HOCKEY STATE TOURNAMENT INTENT FORM 2024**

**Youth Tier I**

\_\_\_\_ 12 & Under  
\_\_\_\_ 14 & Under  
\_\_\_\_ 15 Only  
\_\_\_\_ 18 & Under

**Youth Tier II**

\_\_\_\_ 12 & Under  
\_\_\_\_ 14 & Under  
\_\_\_\_ 16 & Under  
\_\_\_\_ 18 & Under

**Youth Tier III**

\_\_\_\_ 12 & Under  
\_\_\_\_ 14 & Under  
\_\_\_\_ 16 & Under  
\_\_\_\_ 18 & Under

**Girls Tier I**

\_\_\_\_ 12 & Under  
\_\_\_\_ 14 & Under  
\_\_\_\_ 16 & Under  
\_\_\_\_ 19 & Under

**Girls Tier II**

\_\_\_\_ 12 & Under  
\_\_\_\_ 14 & Under  
\_\_\_\_ 16 & Under  
\_\_\_\_ 19 & Under

**HS Club**

\_\_\_\_ HS OPEN  
\_\_\_\_ Adult Senior  
\_\_\_\_ Women's Sr

Host Association \_\_\_\_\_

Tournament Chairperson\* \_\_\_\_\_

Email Address \_\_\_\_\_

Mail Address \_\_\_\_\_

Phone Number \_\_\_\_\_

\*Please confirm this name. Changes lead to confusion, with information either lost or misdirected.

THIS IS AN INTENT FORM ONLY ~ IT IS NOT AN APPLICATION

An application will be mailed to interested parties. All Intent Forms must be **RECEIVED** by May 6, 2024.

Send this form to:  
MARK LAMARR 10  
MAXWELL RD  
GARDEN CITY, NY 11530  
mark.lamarr@nysaha.com

NOTE: Sufficient ice-time **MUST** be available if a tournament is bid

## **N. NYS HOCKEY AWARDS**

### **1. Peter Rush Award**

Peter Rush was originally involved with youth hockey in the Buffalo, New York area. In the early 1960s, he was an integral part of the expansion and growth of the Buffalo Shamrocks Athletic Club, an original member of the New York State Amateur Hockey Association. He was one of our early USA Hockey Directors from New York and was ultimately elected as a National Director. As time went on, Peter's involvement with USA Hockey (then known as AHAUS) grew and he was recognized for his efforts by being selected as the first National Championship chairman overseeing all National tournaments. Peter, along with Bob Allen and several others, was instrumental in the initial growth of youth hockey throughout New York State. Peter passed away in the late 1980's after a long illness. In 1989 the New York State Amateur Hockey Association established "The Peter Rush Award" in his honor and is dedicated to his long and strong commitment to youth hockey.

This award is presented annually to a person who has displayed a selfless long-term dedication and commitment to the growth of youth hockey. The recipient must be from the Section in which the Annual Meeting of the membership is held.

#### Past Award Winners

1989	Tom Kopolinski – Lewiston	2007	Kim White – Saratoga Springs
1990	Chris Kirgan – New Hyde Park	2008	Pete Sears & Ed Gosek – Oswego
1991	Bob Allen – Lake Placid	2009	Sandy Irwin – Freeport
1992	Paul Furman – Oswego	2010	David Braunstein – Kenmore
1993	Charlie Millner – Plainview	2011	Gary Lebrun – Syracuse
1994	Charlie & Dolly Dickson – Tonawanda	2012	Bobby Smith – Massena
1995	Nick Marsit – Ithaca	2013	Alan Elia – Lewiston
1996	Bud Sherburne – Potsdam	2014	Joe Timarchi – Carle Place
1997	Peter Preteroti – Depew	2015	Gavin Regan – Potsdam
1998	Bill Hall – Port Jefferson Station	2016	Rick Pratt – Oswego
1999	Larry McCauley – Redfield	2017	Mark DeSimone – New York City
2000	Doug Ackley – Oswego	2018	Tom Branden – Depew
2001	Bob Karman – Hicksville	2019	Chuck Gridley – Skaneateles
2002	Joe Baudo – Tonawanda	2020	Dave Marcellus – Louisville
2003	Linda O'Neill – Hamilton	2021	Janice Cavaretta – Buffalo
2004	Dave Rider – Glenmont	2022	Ron Caccavale – Valhalla
2005	Bill Chamberlin – Buffalo	2023	Richard Scammell – Troy Albany
2006	Mark Chinitz – New York City		

## **2. Tom Korpinski Award**

Tom Korpinski started his hockey career as countless others did. In 1966 his six (6) year old son said "I want to play hockey", so he took him to a clinic in Virgil, Ontario where the Niagara Falls league was renting ice. There was only one coach on the ice for 50 to 60 little guys, some who could barely stand on skates. Although never having played organized hockey, Tom skated most of his life and did play a little pond hockey, so he asked this coach if he wanted some help. The next week he started with the youngsters and never looked back. Tom instantly became a coach, going through programs with the Ontario Minor Hockey Association and with USA Hockey. He also did some refereeing and ultimately became a Director of the local association. When the city of Niagara Falls opened a rink in 1971, Tom became President of the local league and also helped form a travel league in the Western New York area along with Peter Rush and many others.

Later, he was elected as the West Section Vice President and then New York State Tournament Director. In 1981 he accepted the position of New York State District Registrar, a position held until he retired from hockey in 2000.

Tom Korpinski's hockey career spanned 33 years, a time he has always claimed to be the best years of his life where he was able to meet countless volunteers, coaches, administrators, parents and players along the way.

In 2000, the New York State Amateur Hockey Association initiated the Tom Korpinski Award recognizing an individual who has served at the "grass roots" level within the District and exudes the qualities and level of commitment to the sport that Tom so humbly possessed

### Past Award Winners Tom Kopolinski Award

2000	Tom Korpinski – Lewiston	2012	Kim Moran – Lake Placid
2001	Harry Curley – Camillus	2013	Larry McCauley – Redwood
2002	Mary Sulli – Rochester	2014	Kirk Avery – Binghamton
2003	Robert Bastian – Clayton	2015	Tom Branden – Depew
2004	Joyce Burzdinski – Skaneateles	2016	Rob Rioux – Syracuse
2005	Bob Westphal – Buffalo	2017	Steve Ketchabaw – Rye
2006	Richard Lewis – Holbrook	2018	John Curry – Geneseo
2007	Bob Allen – Lake Placid	2019	Kevin Moore – Johnston City
2008	Bob Miller – Rome	2020	Mike Gray – Clayton
2009	Linda Zielezinski – Depew	2021	Eric Guzdek – Amherst
2010	Sherb & Amy House, Steve & Dale Ann Woler – Chazy	2022	Chuck Aigen – Pelham
2011	Kurt Kemp – Syracuse	2023	Pierre "Pete" Pomainville - Louisville

### **3. Sandy Irwin Volunteer of the Year Award**

Sandy Irwin exemplified the definition, spirit, and intent of the word “volunteer”. Throughout her involvement in hockey from the local to state level she constantly performed acts of kindness, freely giving of her talent, time and effort for the simple pleasure of serving others and making the game better. She did so with complete humility, passion, and compassion.

The Sandy Irwin Volunteer of the Year Award is given yearly to the member of the NYS Hockey that strives to demonstrate the same qualities and personal characteristics that Sandy possessed.

#### Past Award Winners

2011	Sandy Irwin – Freeport
2012	Bob Schell – Amherst
2013	Dave Mensi – Mamaroneck
2014	Linda O’Neill – Hamilton
2015	Kevin Rodgers – Rockville Centre
2016	Charlie Millner – Plainview
2017	Fred Nielson – Port Washington
2018	Gary Joseph – Amherst
2019	Sue Tessier – Pulaski
2020	Matt Cullen – Redwood
2021	Nedra Miller – Rochester
2022	Jolie Urso – Rye Brook
2023	Jodi Cullen – Alexandria Bay

#### **4. Larry McCauley Association of the Year Award**

Larry McCauley was passionate and dedicated to youth hockey, and sports in Alexandria Bay and all of New York State. He was a leading volunteer in the NYSAHA and served as its President for four years. Because of his efforts to support youth at the local level, Larry was recognized by both the NYSAHA and USA Hockey. He was the recipient of the Peter Rush Award, the highest honor given by the NYSAHA, and additional non-hockey awards for promoting youth locally and throughout New York State. In 2005, USA Hockey presented Larry with the Thayer Tutt Award. This yearly honor is considered to be the most prestigious award given by the organization to a volunteer. In 2015, he was also inducted into the NYSAHA Hall of Fame.

The Larry McCauley Association of the Year Award is given to a volunteer, grass-roots association that has demonstrated the characteristics that defined Larry's service to the youth of New York State. Associations recognized for this honor, have displayed integrity, passion, and a dedication to providing and promoting opportunities for all of the youth in the local communities they serve.

#### Past Award Winners

2022 The Family of Larry McCauley

2023 Louisville Minor Hockey Association

## **5. Bob Allen Scholarship**

Each year at the Annual Meeting of the New York State Amateur Hockey Association, the Bob Allen Scholarship is awarded to four High School or Prep School Seniors going on to college. The scholarships are awarded based on the individuals' participation at school, with their community, and involvement in youth sports. Each Scholarship is for \$1000 and is given directly to the winners upon verification of enrollment at college.

In the year 2000, the New York State Amateur Hockey Association named their scholarship in honor of Bob Allen. Bob was President of the New York State Amateur Hockey Association for 25 years from 1954 to 1979. He was past secretary and vice president of USA Hockey (then AHAUS) and was bestowed with Director Emeritus status by both of these organizations. He was a charter member of the Lake Placid sports council and the Lake Placid Pee-Wee Hockey Association. Bob had a great passion for the sport of Ice Hockey and always "enjoyed the people in hockey as much as he enjoyed the game of hockey".

In 2004, the U.S. Women's National Team locker room was named in honor of Bob, paying tribute to the man who spent most of his life working for hockey at the regional and national level. The locker room is located between the 1980 and U.S. rinks, and is reserved for use by the U.S. Women's National Team, which trains in Lake Placid.

In 2005, Bob was recognized for his 40 years of service to USA Hockey. Also, in 2005, USA Hockey named the Women's Hockey Player of the Year award the "Bob Allen Women's Hockey Player of the Year Award". He was chairman of the gold medal winning U.S. Women's Olympic Ice Hockey Team in 1998, and is considered the "Godfather of US Women's Ice Hockey". Bob was also member of the Lake Placid Olympic Organizing Committee, chairman of Ice Hockey and planning and engineering committees for the 1980 Olympics.

1999	Mark Branden, Nathan Bruno, Evan McCarthy, Eric Rasmussen
2000	Evan Chapman, Sean Conaway, Eric Gallion, Sean Garland
2001	Jennelle Bauer, Jeffery Rasmussen, Christopher Scully, Lee Stempniak
2002	Erica Colligan, Amber Leigh Gregorio, Joseph Morales, William Nash
2003	Margaret Jackson, Richard Matulewicz, John Paul Reed, Robert Stella
2004	Michael Ervolina, Kyle Kwaczala, Justin Mullen, Stephanie Sauda
2005	Genevieve King Laing, Tim Lloyd, Ciel Paige, Kevin Wigton
2006	Chelsea Eppolito, Cody Grant, Maria Nicolais, David Werner
2007	Brandon Freeland, Sarah Hannon, Nathan Opet, Jonathon Smaldon
2008	Ian Greenwald, Kimberly Hunt, Ryan Lazarus, Jack Spallone
2009	John Bulmer, Margaret Dievendork, Connor Herdic, Michael Rudzinski
2010	Conor Bennett, Mark Geise, Chelsea Hunt, Patrick Roll
2011	Ciara VanCour, Robert Neff, Nicholas Guay, Taylor Burgio
2012	Anna Dievendorf, Danielle Faivus, Matthew Letourneau, Matthew Schattner
2013	Andrew Barreca, Michael Harris, Jordan Ott, Matthew Wagner
2014	Jacob Bower, Andrew Caswell, Luke McCaffrey, Connor Paquin
2015	Alaina Celeste, Matthew Murray, Hans Schober, Matthew Steffan
2016	Nicholas Barney, Zaqne Porterfield, William Sergio Jr., Elena Schelepak
2017	Jack Becker, Lindsay Browning, Andrew Kopplin, Michael Steffan
2018	Jack Bookbinder, Matthew Derovchie, Benjamin Dwyer, Nikolle VanStralen
2019	Emma Faso, Cory Foster, Evan Ketchabaw, Allison Watrou
2020	Catherine Eisenhut, Kylie Letham, Julia Roman, Corey Tye
2021	Kayla Cunningham, Emma Guzdek, Mia Lopata, Lian Syporowicz
2022	John Cahill, Taylor Curry, Dawson Mietich, Courtney Schum
2023	Joseph Gagliano, Mia Fierro, Alec Kirk and Owen Newton

## **6. Paul Furman State Trophy**

Paul Furman's hockey career began approximately 40 years ago; on the day he took his son, Paul Jr., up to the Cullinan ice rink to register him in the Oswego Minor Hockey Association. He was asked "can you skate?" and he answered "yes, a little". He was then asked if he would help out on the ice. Paul told them "yes, but I don't know anything about hockey". He was then told, "don't worry, the kids will teach you" and over the years they did!

Since that day, Paul Furman, the husband, father and grandfather has been a dedicated, hardworking member of the hockey community in New York. Over that time Paul gave unselfishly of his time and energies to not only the hockey community of Oswego, New York, but to the entire Hockey Community of New York State. From his early days as a coach, then through numerous administrative duties at the local and State levels he always stayed close to not only his local organization but to the hockey community as a whole. Paul has gone from the father who knew little about hockey to become one of the most highly respected members of the New York Hockey family.

For over 23 years Paul was responsible for the organization and supervision of thousands of tournaments in the New York District that take teams from local qualifying tournaments to States (USA Hockey Regional) and on to the National Tournaments. A full-time year-round commitment, at Tournament time you would find Paul on the phone or at the rinks checking to ensure that the events are run properly and that each and every individual has a fun enjoyable experience.

NYS Hockey is privileged to honor Paul Furman with the State Championship Trophy to be awarded to the winner at each level.

## **7. New York State Amateur Hockey Association Hall of Fame**

The New York State Amateur Hockey Association Hall of Fame has been formed to recognition to those members who have distinguished themselves, by noted accomplishments to the Sport of Ice Hockey in New York State.

Nomination Criteria:

- (1) Nominees shall have been a member of the New York State Amateur Hockey Association.
- (2) Nominees shall be chosen on a basis of accomplishments in the sport of ice hockey, taking note of demonstration of sportsmanship, character, and contribution to organizations and teams (amateur, college, professional, or USA Hockey International Teams).
- (3) Each nominee shall have distinguished himself or herself by exceptional performance and outstanding character reflecting favorably upon the sport of ice hockey in New York State, be in good standing in the community, a good role model for all, and an exemplary representative of the sport.

### **Hall of Fame Inductees:**

Paul Furman from Oswego (2013)  
Robert (Bob) Allen from Lake Placid (2013)  
Richard (Dick) Brickman from Tonawanda (2013)  
Lou Vairo from Brooklyn (2014)  
Joe Mullen from New York City (2014)  
Bill Hall from Potsdam (2015)  
Craig Conroy from Potsdam (2015)  
Larry McCauley from Redwood (2015)  
Tom Hurley from Massena (2015)  
Brandy Fisher from Potsdam (2016)  
Chris Bailey from Marietti (2016)  
Doug Ackley from Massena (2016)  
Pete Seas from Lake Placid (2016)  
Robert Esche from Whitesboro (2016)  
Tom Kopolinski from Lewiston (2018)  
Aaron Miller from West Seneca (2018)  
Todd Marchant from Amherst (2018)  
Peter Ciavaglia from Amherst (2018)  
Erik Cole from Oswego (2019)  
Mike Dunham from Johnson City (2019)  
Dave Tretowicz from Utica (2019)  
Andrea Kilbourne Hill from Saranac Lake (2020)  
Guy Herbert from Troy (2020)  
Paul Kohout from Fort Covington (2020)  
Jimmy Howard (2023)  
Tony Sericolo (2023)



## **8. Hat Trick, Player and Zero Club Awards**

USA Hockey awards an emblem to a player, Junior or below classes, scoring three goals in a game or being credited with three assists in a game or in the case of a Goalie shutting out the opponent. For a goaltender to win a zero club award, he/she must play the entire game in goal. A player shall receive only one such award a season. The player must be registered on a USA Hockey registered team. The game must be in league competition, or a sanctioned tournament between two USA Hockey registered teams. The game must be officiated by a USA Hockey registered referee. Applications for the award must be made through a league official submitting the request to the District Registrar for New York.

## **9. USA Hockey Annual New York District Awards**

### Young Leader Award

2005: Paul Lloyd  
2006: Mark Brand  
2009: Alan Elia  
2011: Todd Smith  
2012: Steve Homes  
2013: George Caswell  
2015: Tim Digulio  
2018: Kevyn Adams  
2019: Chris Behonick  
2020: Margaret Se  
2021: Amy Rogers  
2022: Geoff Dumas  
2023: Joshua Dann  
2023: Linda Groff

### Female Honors Award

2013: Buffalo Bison Hockey Association  
2014: Brewster Lady Bulldogs  
2015: Midstate Youth Hockey & Lady Islanders  
2016: Central NY Bobcats  
2017: Potsdam Ice Storm  
2018: Hamburg Hawks Hockey Association  
2019: Tomkins Girls  
2020: Adirondack youth Hockey  
2021: Amherst Youth Hockey  
2022: Mamaroneck Youth Hockey  
2023: Malone Minor Hockey

### Bob O'Connor CEP Awards

2016: Dave Rider  
2017: Joe Eppolito  
2018: Pat Rimar  
2019: Cory Rossoff  
2020: Bill Alonge  
2021: Dave Haymen  
2022: David Temkin  
2023: Mark Hogan



## NYS HOCKEY ANNUAL MEETING SCHEDULE

<u>YEAR</u>	<u>SECTION LOCATION</u>
2023	North Section
2024	Central Section
2025	East Section
2026	West Section
2027	Central Section
2028	North Section
2029	West Section
2030	East Section
2031	North Section
2032	Central Section