

**REPORT OF THE SPECIAL INTEGRITY COMMISSIONER
ON ALLEGATIONS OF FINANCIAL IMPROPRIETIES IN THE GTHL**

The Honourable David Watt, K.C.

[REDACTED]
[REDACTED] Ontario
[REDACTED]

Allegations of improper conduct by others are easy to make, difficult to prove, and, as often as not, almost impossible to refute. This is so because the currency in which their purveyors trade in this form of commerce is often not grounded in reality. Their source, a central bank with untold reserves of gossip, rumours, and innuendo. With branches in every arena where hockey is played. Generalities predominate. Details of who, of what, of how, of when, and of where, particulars capable of verification or refutation by sources of indisputable accuracy, are infrequent. Investigation in this fragile environment contaminated further by uncooperative principals and others with terminal cases of the forgets and chronic failures of memory is, at best, difficult for even the most experienced investigator.

Investigative difficulties created by the origins and nature of many of the allegations, the inability to obtain reliable, detailed and firsthand information from credible sources, dead ends and blind alleys also impede accurate fact finding. All the more so, informed decisions about the authenticity of the myriad allegations of impropriety, made without the traditional tools available to triers of fact in a forensic setting.

The Specific Allegations

Introduction

The assignment of the independent investigator included six specific allegations of alleged financial improprieties involving GTHL member clubs. The scope of the investigation also permitted an examination of any additional incidents that the investigator was directed to scrutinize.

Except for one allegation so barren of detail as to render in- person discussion impossible, the investigator interviewed alleged participants to the extent that they cooperated with his requests. In the end, the independent investigator concluded that only one allegation could be substantiated. I agree with his conclusion.

First, an examination of the enumerated allegations. The details provided to the independent investigator. The conclusion I reach about proof of each claim, based exclusively on the report of the independent investigator. Where my conclusion is “unsubstantiated”, I mean that the allegation has not been established as likely true on the basis of reliable information from credible sources.

Allegation #1:

It is alleged that:

Upon the transfer of control of the [REDACTED] [REDACTED] in 2021, the transferees made a significant payment to the transferors that was not disclosed to the GTHL.

In essence, the allegation is that, in 2021, control of the [REDACTED] [REDACTED] changed. The transferee made a significant payment to the transferor to obtain control. Neither party disclosed the fact, nor the amount of the payment to the GTHL.

No one who participated in the alleged transaction, or who otherwise had firsthand knowledge of it provided any information about it to the independent investigator. Put, differently, neither direct nor circumstantial evidence supported the allegation. Not the *fact* a transfer of control occurred. Not the *parties* involved. Not the “significant payment” made or received.

Restricted to second- hand sources, the independent investigator, assisted by GTHL staff, examined the records on file at the GTHL office for the Club during the relevant time. Although the records display some inconsistencies about the incumbents in various executive positions, they do not provide evidence, much less proof, of an alleged change of control of the Club. It follows from this deficit of credible and reliable information that I cannot and do not find any change of control of the [REDACTED] [REDACTED] in 2021, much less a change of control involving a “significant payment” by the transferees to the transferor.

The absence of reliable evidence from credible sources to establish the specific allegation about financial improprieties in a transfer of control of the [REDACTED] in 2021 does not mean that the Club operated free of financial irregularities.

Shortly after a GTHL information release announcing the appointment of a Special Integrity Commissioner for the league, parents of three players on a AAA [REDACTED] teams, and the coach of a AAA team relieved of his duties mid- season by a [REDACTED] executive, spoke with the independent investigator about organizational conduct contrary to a league rule governing management of team finances.

The information provided by the parents recounted statements made by Club members that they were the “owner” or “part owner” of the Club, contrary to league records; that team budgets were not properly circulated to parents for approval at the outset of the hockey season; that parental approval was not reflected in club records; and that players were required to participate in a hockey development program operated by a close friend of a self- proclaimed “owner” or “part owner” of the Club at significant cost to the parents.

The Chief Operating Officer of the league referred the allegations of one parent to a Special Committee for hearing, this to determine whether the Club, through its executive, had violated any of the league's regulations or policies on financial management.

The Special Committee concluded that it had sufficient evidence to direct [REDACTED] to retain an accounting firm approved by the league in advance to aid the development of a Financial Policies and Procedures protocol compliant with Rule 5.11. The protocol was to be approved by the GTHL and implemented by the Club in perpetuity.

It is a reasonable inference, and one which I draw, that the Special Committee concluded that ██████ conducted its financial affairs in a way that fell short of the requirements of Rule 5.11. However, this finding by the Special Committee does *not* constitute evidence, much less proof, of the specific allegation made about a change of control of the Club in 2021 for “a significant payment”. That specific allegation remains unproven. Suspicion, even a thousand suspicions do not amount to proof.

Allegation #2: ██████

The specific allegation is that:

█████ of the ██████ ██████ requested a \$1 million payment from ██████ in exchange for the transfer of control to ██████ of the ██████ ██████

This is the first of two allegations made by ██████ ██████ about offers or requests by club owners for payment to transfer control of their club to ██████

The principal impediment to an investigation of ██████ allegation is ██████ The independent investigator requested an interview with ██████ In response, ██████ asked the investigator to send all questions to him in writing and “we will consider next steps”. The investigator advised ██████ that interviews would not be conducted in writing. He asked that ██████ contact him to set up an interview.

About two months later, ██████ responded by e-mail. His response alleged improper conduct by officers of other clubs; a potential source of information; and some details about the specific allegation under investigation. The independent investigator examined all of ██████ allegations. He conducted ██████ interviews of those persons who could be identified and who cooperated with him. Neither ██████ nor his partner, ██████ participated. This, despite the investigator's repeated efforts to enlist their assistance.

About five months after ██████ provided the information described in the preceding paragraph, an article appeared in the sports media. It described ██████ attempts to obtain a GTHL club. The source of the information was plainly ██████ The independent investigator emailed ██████ He asked whether the information reported, identified as originating with ██████ was accurate. ██████ responded:

Everything stated by Rick Westhead is correct and accurate. ██████

█████
█████
█████

██████████ The offer from ██████████ was verbal during the meeting at the GTHL office. The e-mail from October 26 from ██████████ to me is also true.

The e-mail from ██████████ of the ██████████ to ██████████ is as follows:

[A]t this point, we don't believe that we are ready to divest ourselves of this system. We also feel the timing is not good both on the perception front and for the survival of what we hold dear. Should you still be looking for something like this in the future, we're not closing the door, but we don't feel that now is the time.

In mid- June, 2023 ██████████ emailed the independent investigator alleging the following details in connection with his involvement with the prospective acquisition of the ██████████

██████████ and ██████████ (Owner of ██████████ ██████████) situation with ██████████ and some of their work alongside ██████████ (Agent). ██████████ directly threw around the \$1 million starting point for the AAA portion of his org.

This information appeared in the sports media article about five months later. Within days of the article, the independent investigator interviewed those present at the meeting.

██████████ said he could not participate in an interview because of a non- disclosure agreement (NDA) in force until November,2024. ██████████ did not respond to any of the investigator's attempts to reach him for an interview.

██████████ told the investigator that he met with the President and COO of the GTHL, a lawyer, ██████████ and ██████████ at the GTHL office on October 14, 2021. NDAs were signed. The GTHL executives left the room. During the meeting, ██████████ and ██████████ told ██████████ that clubs were being bought and sold for "X" dollars. ██████████ characterized this information as simply talk on the street. He told both ██████████ and ██████████ that if they wanted to buy something, the ██████████ Junior team was for sale. He said nothing about the GTHL club being for sale.

The COO recalled having left the room with the GTHL President after introductions had been completed. He believed no NDA was produced during the meeting.

The lawyer who attended the meeting was a "disinterested" party. He made no notes and sent no emails recounting what had happened. When questioned two years later, he recalled no documents, such as an NDA, nor mention of any "figures". He denied participating in any discussion about the sale of the ██████████ ██████████ ██████████

The primary sources of information about this allegation are the principals in the alleged discussion. ██████████ ██████████ ██████████

Note from Investigator: After the Report was issued, the Investigator contacted the complainant referred to in this case in February 2025 and requested an interview, given that the NDA which the complainant had cited had expired in November 2024. To date, the complainant has not yet granted an interview to the Investigator.

██████████ refused to be interviewed in person by the independent investigator. In what appears at first light to be an attempt to control the narrative, he sought to have the investigator's questions submitted to him in writing. ██████████ would then consider "next steps". Such a suggestion is antithetical to the investigative process and the provision of accurate and reliable information. At the very least, no means would exist to confirm authorship of any responses as that of ██████████. Nor, without questioning, could the investigator confirm the authenticity of any information provided to him, assess the credibility of his source, or gauge the reliability of the narrative provided.

██████████ is said to be ██████████ business partner. He was present at the meeting at the GTHL office. He refused to respond to repeated requests by the independent investigator for an in-person interview.

██████████ participated in two ██████████ interviews. He answered the questions asked of him.

In evaluating evidence to decide whether an allegation has been established, irrespective of the standard of proof required of the proponent, triers of fact approach the issue holistically. Essential to their assessments are evaluations of the credibility of the source of the evidence, the witnesses who testify, and the reliability of what they say. Credibility and reliability are different. Credibility is concerned with the veracity or trustworthiness of the witness or source. Reliability has to do with the accuracy of the witness' testimony, its fidelity to the objective reality of the case. A trier of fact may believe some, none, or all of what any witness says. No single factor is dispositive of a witness' credibility or the reliability of their evidence. Sometimes, their evidence on non-core issues affords a valuable measuring stick of their credibility and the reliability of their evidence on the heart of their claims.

On June 19, 2023, ██████████ emailed the independent investigator. He cited four instances of inappropriate conduct in the GTHL or that various individuals had information about this conduct. Each was investigated, the principals interviewed. None of the allegations could be established.

The first allegation was that:

██████████ has a son who plays for the ██████████ and ██████████ has directly told him that ██████████ (██████████) offered him (██████████) 25% of the team for \$1,000,000.

The independent investigator interviewed ██████████. ██████████ had last seen ██████████ at a hockey arena "many, many years ago". ██████████ could not recall any of any conversation he may have had with ██████████. However, he denied that ██████████ had ever approached him about purchasing any part of the ██████████.

██████████ cited an NDA as the basis upon which he could not submit to an interview with the independent investigator. No NDA has ever been produced. By ██████████ own admission, the NDA

expired last month. I am unaware whether the investigator has sought, or [REDACTED] has offered, to attend an interview since its expiry.

See marginal Note from the Investigator above – re request to interview this person made in February 2025 and the person's lack of commitment to be interviewed.

The second allegation is that:

A person named [REDACTED] has a son who plays for the [REDACTED] and was offered an age group for \$30,000 for the season.

The independent investigator identified the person described as “[REDACTED]” Despite repeated emails and a voicemail requesting an interview, [REDACTED] [REDACTED] did not submit to an interview. In a curt e-mail, [REDACTED] [REDACTED] indicated that he had no information to offer regarding financial improprieties in the GTHL.

The third allegation is that:

[REDACTED] has plenty of information to share.

The independent investigator interviewed [REDACTED] a hockey agent.. He said that all his dealings with the GTHL over many years have been positive. He had no knowledge of any financial improprieties in the league. He had no idea why his name had been raised with the investigator.

[REDACTED] declined to provide any further information in support of this allegation. He rejected an interview request, citing an NDA in effect until November, 2024 as the reason for his refusal. The NDA has not been produced. I am unaware of any contact between [REDACTED] and the investigator since its expiry.

See marginal note above.

The fourth allegation is that:

[REDACTED] told [REDACTED] directly that he could facilitate the purchase of 50% of the [REDACTED] for 1.2 million while he was still with the organization.

The independent investigator interviewed [REDACTED] [REDACTED] has known [REDACTED] through hockey for several years. He has seen [REDACTED] at rinks over those years. [REDACTED] denied ever having spoken to [REDACTED] about purchasing 50% of the [REDACTED] [REDACTED] He characterized [REDACTED] claim as a completely false statement about the purchase of any GTHL team.

Once again, [REDACTED] provided no further information than what was contained in his e-mail to the independent investigator on June 19, 2023. He cited an NDA which expired last month as his reason for declining an interview. The NDA has not been produced. Nor am I aware of any request for or an offer of an interview to provide further details of the allegation since the NDA expired.

See marginal note above.

The final allegation of financial impropriety in [REDACTED] e-mail to the independent investigator on June 19, 2023, involves his claim that [REDACTED] suggested a starting point of \$1,000,000 for purchase of the AAA portion of the [REDACTED] [REDACTED]

I have already examined the available information about this alleged discussion and concluded that it has not been established.

Allegation #3: The Unnamed Club for \$ 3, 600,000

This allegation also originates with [REDACTED] It is that:

An unnamed AAA Club offered to transfer control of the Club to [REDACTED] for \$3.6 million.

[REDACTED] [REDACTED]
[REDACTED] An e-mail from [REDACTED] to the investigator on November 18, 2023 offered little illumination:

The 3.6 million offer that was made from a current GTHL AAA franchise was made, but [REDACTED] have been under an NDA for two years after signing the paperwork. So we have just over a year left on it.

By [REDACTED] own admission, the NDA has now expired. No NDA. No signed “paperwork”. And no communication. Not from [REDACTED] And not from [REDACTED]

This allegation scarcely rises above the ubiquitous fevered imaginings. Put otherwise, “rink talk” of the denizens of hockey arenas across the country. Long on allegations. Short on detail. And unverifiable.

Allegation #4: [REDACTED] and their Leases

The fourth allegation is:

The [REDACTED] [REDACTED] “leases” teams to parents for significant fees. By “leasing”, we mean that parents pay the club significant sums of money in exchange for control of the team, including who coaches it, the players who play on it, and their child's ice time.

A member of the [REDACTED] [REDACTED] provided information to the investigator about the allegations. The member did so on an assurance of confidentiality. I will respect the assurance the independent investigator provided this source. The confidential source identified the executive members of the Club. They advised the independent investigator that coaches are paid without a

“cap”. Parents can pay if they wish to do so. The source does not know what the coaches do without the knowledge of the executive members. No one has approached the source seeking to purchase the Club. Nor is there any interest, so far as the source is aware, in selling the Club.

Once again, neither [REDACTED] nor [REDACTED] submitted to an interview. They provided no information beyond [REDACTED] allegations with respect to [REDACTED]

No evidence supports the specific allegation, much less establishes its truth with any degree of certainty. Yet, if true, the absence of a “cap” on the coach’s salary, coupled with the opportunity for parents to contribute to that salary, requires action by the league. It is a situation ripe for abuse. In coach and player selection. In ice time and other benefits for players whose parents have the financial resources and contribute to the coach’s salary. It creates and perpetuates an uneven playing field. The haves and the have nots. All parents are not similarly situated. And the extent of disclosure made to all parents about the sources and amount of funds is unclear. The next allegation makes it clear that this claim is not a one- off. This practice requires positive action by the league, not indifference. Later, I will explain what I suggest is required.

Allegation # 5: [REDACTED] [REDACTED] and [REDACTED]

The fifth allegation focuses on teams of [REDACTED] [REDACTED] [REDACTED] On substantial contributions by the parent of a player to the team’s expenses. And on a suggestion that the same parent recruits players from other jurisdictions to join a [REDACTED] team. The specific allegation is:

A parent of the 2022- 2023 [REDACTED] [REDACTED] [REDACTED] AAA team paid the coach \$150,000 to coach the team, paid for players from outside the GTHL's jurisdiction to move to [REDACTED] to play on the team, and paid for their room, board and schooling.

[REDACTED] was the coach of the [REDACTED] AAA team during the 2022- 23 hockey season and the [REDACTED] team the following season. He explained to the investigator that he and his assistant coaches received a “small salary” of \$25,000 to \$30,000. The team budget contained an item of \$50,000 for coaching fees. His hockey earnings do not exceed \$150,000 a year. The balance, he says, comes from private training sessions, video analysis and a hockey school. He has never taken money from a parent to have their child on a team he coaches. [REDACTED] [REDACTED] acknowledged that many do not like his program. This because [REDACTED] the parent of a player on the team, contributes a substantial amount of money to the team.

[REDACTED] explained to the investigator that [REDACTED] whose son is on the team, paid [REDACTED] directly to the arena facility for ice time. [REDACTED] [REDACTED] also paid for an out- of- province tournament with his [REDACTED]. Yet [REDACTED] [REDACTED] receives nothing for his generosity. Nor does his son receive extra ice time or preferential treatment despite his father's generosity.

The players' parents receive documents showing the team's operating expenses. Within days, [REDACTED] covers any shortfall. [REDACTED] "sponsorships" are documented in the team budget and transparent to the parents of all players.

In an interview with the independent investigator, the [REDACTED] confirmed that [REDACTED] "sponsored" the [REDACTED] team with funds for ice time, hockey equipment, and a payment of [REDACTED] to the [REDACTED]. GTHL records establish that, as of March, 2021, [REDACTED] was a member, director and officer of [REDACTED] [REDACTED] [REDACTED]

Hearsay, unconfirmed by any credible and reliable independent information, suggests that [REDACTED] paid [REDACTED] \$150,000 to coach [REDACTED] son and for full control of a [REDACTED] team.

Repeated attempts by the independent investigator to contact [REDACTED] proved unavailing. This included attendance at [REDACTED] residence and an attempt to speak with him at [REDACTED] number he had provided to the GTHL.

The available information does not establish the specific allegations under investigation. Even if I were to disbelieve parts of the information provided by [REDACTED] that disbelief does not constitute evidence of the truth of the allegations. Despite a deficit of credible and reliable information to establish the specific conduct alleged, in combination with the immediately preceding allegation, I am satisfied that the league must take proactive steps to ensure that the conduct alleged is eradicated. If detected, it warrants severe sanctions for all involved.

Allegation # 6: [REDACTED] and [REDACTED]

The final allegation is:

In or about 2019-2020, [REDACTED] former President of the [REDACTED] A and AA Club, was negotiating to transfer control of the Club to a transferee living in Oakville for \$330,000 to \$375,000. The interested transferee was represented by [REDACTED] a lawyer with [REDACTED] law firm. The transfer to this interested individual never materialized, as [REDACTED] eventually advised them that he had changed his mind. A transfer to another group took place later that year.

In late 2019, "rink talk" had it that a GTHL club was for sale: the [REDACTED] A long-time GTHL member, [REDACTED], was interested in purchasing the Club. So the prospective purchaser contacted the owner of the [REDACTED] [REDACTED] to discuss a potential purchase.

The prospective purchaser, who requested and was granted confidentiality, spoke to the independent investigator. He recounted his discussions with [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] presented the prospective purchaser with a Sponsorship Agreement. Its cover page is:

For good and valuable consideration, the parties ("Parties") hereto agree as follows:

RECITALS

Whereas [REDACTED] is a [REDACTED]
[REDACTED] and wishes to resign from his position.

And Whereas [REDACTED] ("Sponsors") hereby wish to become
Directors of the [REDACTED] and assume full operational and financial
control.

And Whereas the [REDACTED] is presently comprised of 8 hockey teams who are
all expected to return for the 2020-2021 hockey season.

Accordingly, the Parties agree as follows:

SPONSORSHIP AGREEMENT

1. The Sponsors hereby agree to pay Heinz the non-refundable sum of Three Hundred
Thirty Thousand Dollars and Zero Cents (\$330,000.00) (Funds) subject to the terms
and conditions outlined below.
2. The Funds shall be made payable to [REDACTED] in
Trust, to be held in trust in the [REDACTED] trust account pending satisfaction of the terms and
conditions of this Agreement. The address for the lawyer for [REDACTED] for the delivery of
funds is:

About a month after their initial discussions, [REDACTED] [REDACTED] emailed the prospective purchaser
proposing a change to the deposit arrangements. The deposit was to be paid directly to [REDACTED] [REDACTED]
not to a law firm in trust.

[REDACTED]

On March 11, 2020 [REDACTED] [REDACTED] emailed the COO of the GTHL a Transfer Agreement. The Agreement transferred control of the [REDACTED] from [REDACTED] to [REDACTED]. Three weeks later, [REDACTED] became President of the [REDACTED]. The GTHL Board of Directors approved the change of control.

The information provided by the prospective purchaser on interview, as well as the documentary evidence the Sponsorship Agreement, confirms the allegation of an attempt to negotiate the sale of the [REDACTED]. That a change of control of the Club occurred shortly thereafter, coupled with [REDACTED] [REDACTED] assertions to the prospective buyer that he had another interested buyer, supports an irresistible inference, and one that I draw, that the transfer of the [REDACTED] involved a financial payment, in all likelihood, in excess of \$400,000.

Conclusion

To decide whether any allegation has been established, I have relied upon information collected on interview and from other sources, such as league records, by the independent investigator. I have not conducted any investigation of my own. Nor have I communicated with any league or club executive or other GTHL members. To do so would compromise my independence and blur the essential separation of investigative and adjudicative functions. My role is adjudicative; to consider and evaluate all the information I have received that is relevant to the issues I am charged with deciding.

To reach my conclusions about the allegations of financial impropriety, I have kept in mind several basic principles about decision making.

First, simply because information has been provided and not contradicted does not require its acceptance in whole or in part, much less determine its persuasive force. All information is not created equal. [REDACTED] [REDACTED] [REDACTED]

Second, as in the forensic setting in which witnesses testify under oath or its equivalent, the extent to which information is accepted does not yield a simple “yes” or “no” response. Information may be accepted in whole, in part, or not at all. The reasons for acceptance or rejection vary.

Third, as it is open to the trier of fact in a forensic setting, it is open to an adjudicator to draw reasonable inferences from the information provided. Inferences are deductions of fact that may logically and reasonably be drawn from another fact or group of facts. It is open to triers of fact to

draw inferences. But they must not speculate in reaching conclusions or about the persuasive force of the evidence or information.

In the forensic arena, triers of fact make their findings of fact from evidence received in their presence. To ensure the reliability of the fact-finding process, the law imposes restrictions on what may be received as evidence to ground findings of fact. To be received, each item of evidence must be relevant, material, and comply with the conditions the law imposes for reception of the kind of evidence being offered.

The safeguards imposed in the forensic setting to ensure accurate fact- finding and reliable verdicts are absent here.

The foundation upon which I have made my findings consists of the report of the independent investigator, describing in narrative or point form, what others have told him. The information was not provided in my presence. Nor were the sources tested by the greatest engine ever invented for the ascertainment of truth: cross- examination.

The nature of the information provided in many, if not most instances, was, at best, second hand. Unconfirmed and unconfirmable. Often the product of dubious origins: gossip, rumour, and innuendo. In several instances, those who could have provided firsthand information declined to do so. They cited restrictions on disclosure, yet failed to provide evidence of it or come forward after those restrictions had expired. Others simply ignored the independent investigator's requests.

Together, the nature of the information provided and the limited methods of evaluation available make it difficult to accurately gauge the full extent and true nature of any financial improprieties in the operation of clubs in the league. Likewise, to make recommendations to eliminate or reduce the impact of these improprieties on competitive balance; the cost to participants; the nature and extent of financial disclosure of club operations; and the transfer of control of clubs.

Despite these limitations on the reliability of available information and its relationship to reality, it is my view that the league needs to formulate, implement, and enforce specific protocols, enacted as rules with sanctions for infractions, to curtail financial improprieties in the operation of clubs.

Recommendations

At first light, it may seem incongruous that I make recommendations to the Board about measures to detect and redress financial improprieties in the operation of Clubs and their teams when I have found only one specific allegation of financial impropriety established. All the more so, when the information provided to the independent investigator, as catalogued in his report and relied upon to make my findings, includes hearsay, often multiple hearsay; statements of belief unsupported by any reliable information from credible sources; and rumours, innuendo and speculation.

Despite the inherent frailties of this information as a means of proof of specific allegations of impropriety, the frequency and similarities in the allegations make it reasonable to believe that rule infractions are not confined to the ice surface. Financial improprieties in the operation of clubs or teams within a club structure may well have an impact on player selection and their level of on-ice participation; the selection of coaches; the costs to parents of their child's participation; and the not- for- profit status of clubs.

In the end, I consider it appropriate to recommend some steps to amend Article IV of By - Law Number One - Control and Changes of Control- and Rule 5-Governance- to provide more clearly defined boundaries on both subjects and enhanced enforcement and punitive consequences for breaches. How I propose to achieve this is that the Board of Directors constitute a committee, with balanced representation from affected constituencies, both league and club, to review the current provisions and propose amendments to give effect to the purposes I have mentioned.

To illustrate in connection with Control and Changes of Control of a club in Article IV of By-Law Number One, it may be prudent to require that an independent investigation of the proposed transfer take place, as well as a review of the financial aspects of it by an arms- length qualified accounting firm approved in advance by the league with each preparing a report to be reviewed by the Board when considering the application. Further, statutory declarations from the parties explaining the reasons for the transfer and the steps taken to ensure compliance with what is required to ensure the not- for - profit status of the club continues. Those who tell stories in statutory declarations should be advised of the consequences of doing so.

In connection with Rule 5- Governance-, the committee might wish to consider amending the Rule to ensure parents or guardians are provided with the required disclosure in plain language with sufficient time to review it before being asked to agree with it. There should be no surprises. Copies of the relevant acknowledgments should be maintained by the Club with the originals submitted to the league. The definition of “related party” should be reviewed and expanded. Consideration should be given to eliminating parental payments to be used in the compensation of coaches. It is a practice capable of great mischief and unequal treatment of players.

The references in the last two paragraphs are simply illustrative. They do not represent an attempt to be exhaustive of the issues the committee might consider, or to define those issues for them. Nor should the committee limit its endeavours to revisions of what is currently in place. The league itself must be more vigilant in its surveillance of club activities to ensure compliance and sanction breaches. On- ice officials monitor play, detect rule breaches, and determine sanctions. Off- ice officials must do the same. The committee should ensure that this is so.

All of which is respectfully submitted by,

A handwritten signature in blue ink, appearing to read "David Watt".

David Watt, K.C.

December 19, 2024