Social Services | Services Sociaux
Zhawenimi-Anokiitaagewin
Sault Ste. Marie District

Here to help.
Ici Pour Aider.

Sault Ste. Marie Housing Corporation

BOARD MEETING AGENDA

Sault Ste. Marie Housing Corporation
Thursday, November 12, 2026
VIRTUAL MEETING

1. **CALL TO ORDER**

2. **LAND ACKNOWLEDGEMENT**

I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Baawating. Baawating is the home of Garden River First Nation, Batchewana First Nation, and the Historic Sault Ste. Marie Metis Council.

3. **APPROVAL OF AGENDA**

Resolution #26-073
Moved By: S. Spina
Seconded By: M. Bruni

3.1 "**BE IT RESOLVED THAT** the **Agenda for the November 12, 2026,** Sault Ste. Marie Housing Corporation Board meeting be approved as presented."

4. **DECLARATIONS OF PECUNIARY INTEREST**

5. **APPROVAL OF PREVIOUS MINUTES**

Resolution #26-074
Moved By: S. Digasparro
Seconded By: L. Vezeau-Allen

5.1 **"BE IT RESOLVED THAT** the **Minutes** from the Sault Ste. Marie Housing Corporation Board meeting dated **September 17, 2026** be adopted as recorded."

6. **MANAGER'S REPORTS**

OPERATIONS

Resolution #26-075
Moved By: A. Caputo
Seconded By: M. Mageran

6.1 **"BE IT RESOLVED THAT** the Sault Ste. Marie Housing Corporation formally enter into a contractual service agreement with the District of Sault Ste. Marie Social Services Administration Board for the administration of SSMHC business and service provision."

7. **NEW BUSINESS**

8. **ADJOURNMENT**

Resolution #25-076
Moved By: A. Caputo
Seconded By: L. Vezeau-Allen

8.1 **"BE IT RESOLVED THAT** we do now adjourn.**"**

Social Services | Services Sociaux
Zhawenimi-Anokiitaagewin
Sault Ste. Marie District

Here to help.
Ici Pour Aider.

Sault Ste. Marie Housing Corporation

BOARD MEETING MINUTES

Sault Ste. Marie Housing Corporation
Thursday, September 17, 2026

Present:

Stephanie Pagnucco	Riley Barsanti	Crystal Wells
Angela Caputo	Louie Bruni	Antonio Borrelli
Ron Zagordo	Dave Petersson	
Sonny Spina online	Katie Kirkham	
Shauna Digasparro	Kim Mitchell	
Marchy Bruni		

1. **CALL TO ORDER 6:09 pm**

2. **LAND ACKNOWLEDGEMENT**

I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Baawating. Baawating is the home of Garden River First Nation, Batchewana First Nation, and the Historic Sault Ste. Marie Metis Council.

3. **APPROVAL OF AGENDA**

Resolution #26-066
Moved By: S. Spina
Seconded By: M. Bruni
CARRIED

3.1 "**BE IT RESOLVED THAT** the **Agenda for the September 17, 2026,** Sault Ste. Marie Housing Corporation Board meeting be approved as presented."

4. **DECLARATIONS OF PECUNIARY INTEREST**

5. **APPROVAL OF PREVIOUS MINUTES**

Resolution #26-067
Moved By: S. Digasparro

Seconded By: M. Bruni
CARRIED

5.1 **"BE IT RESOLVED THAT** the **Minutes** from the Sault Ste. Marie Housing Corporation Board meeting dated **August 27, 2026** be adopted as recorded."

6. **Presentation**-Jash Rosauro, Infrastructure and Asset Manager

7. **MANAGER'S REPORTS**

OPERATIONS

Resolution #26-068
Moved By: M. Bruni
Seconded By: R. Zagordo
CARRIED

7.1 **"BE IT RESOLVED THAT** the Sault Ste. Marie Housing Corporation (SSMHC) accept the Arrears Update Report as information."

CORPORATE SERVICES

Resolution #26-069
Moved By: A. Caputo
Seconded By: S. Digasparro
CARRIED

7.2 **"BE IT RESOLVED THAT** the Sault Ste. Marie Housing Corporation (SSMHC) accept the Chief Financial Officer Quarter 2 – (January – June 2026) Financial Update as information."

Resolution #26-070
Moved By: S. Digasparro
Seconded By: S. Spina
CARRIED

7.3 **"BE IT RESOLVED THAT** the Sault Ste. Marie Housing Corporation (SSMHC) enter closed session for educational purposes."

Resolution #26-071
Moved By: A. Caputo
Seconded By: M. Bruni
CARRIED

7.4 **"BE IT RESOLVED THAT** the Sault Ste. Marie Housing Corporation (SSMHC)

return to open."

8. **NEW BUSINESS**

9. **ADJOURNMENT**

Resolution #25-072
Moved By: A. Caputo
Seconded By: M. Bruni
CARRIED

9.1 **"BE IT RESOLVED THAT** we do now adjourn.**"**

Social Services | Services Sociaux
Zhawenimi-Anokiitaagewin
Sault Ste. Marie District

Here to help.
Ici Pour Aider.

Sault Ste. Marie Housing Corporation

SSMHC BOARD REPORT

AUTHOR: Mike Nadeau

DATE: November 6, 2026

RE: Contracted Services Agreement

RECOMMENDATION

BE IT RESOLVED that the Sault Ste. Marie Housing Corporation formally enter into a contractual service agreement with the District of Sault Ste. Marie Social Services Administration Board for the administration of SSMHC business and service provision.

BACKGROUND INFORMATION

The DSSMSSAB has been providing administrative services, through its employee group, for the SSMHJC since 2016. Prior to 2016 the SSMHC procured services from the City of Sault Ste. Marie since 2001.

The SSMHC was incorporated December 14, 2000, under the Ontario Business Corporations Act as a share-capital corporation (OCN 2000522). All shares of the SSMHC are owned by the Service Manager (DSSMSSAB).

SUMMARY/OVERVIEW

To ensure there are clearly defined roles, administrative and governance accountabilities, it is recommended that the DSSMSSAB formally procure administrative services through a formal contract with the SSMHC. The attached contract has been developed by legal counsel.

STRATEGIC PLAN IMPACT

None.

FINANCIAL IMPLICATIONS

None.

CONCLUSION

Having such agreements in place will provide clear delineation and an accountability framework for senior levels of government and/or funders if required. It will also formalize the relationship, even though the DSSMSSAB owns all shares and completes consolidated audits statements for both corporations.

Respectfully submitted,



Mike Nadeau
CEO

THIS SERVICES AND ADMINISTRATION AGREEMENT

Effective **November 12, 2027**.

BETWEEN:

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD, a municipal service management board established pursuant to the *District Social Services Administration Boards Act (Ontario)* (**"DSSAB"**)

AND

SAULT STE. MARIE HOUSING CORPORATION, a corporation incorporated under the laws of the Province of Ontario (**"Housing Corporation"**)

DSSAB and the Housing Corporation are collectively referred to as the **"Parties"** and individually as a **"Party."**

RECITALS

WHEREAS DSSAB is the designated Consolidated Municipal Service Manager responsible for the administration and delivery of social and affordable housing services within the District of Sault Ste. Marie pursuant to applicable Ontario legislation including the *Housing Services Act, 2011* and associated regulations;

AND WHEREAS DSSAB owns or controls one hundred percent of the issued shares of the Housing Corporation;

AND WHEREAS the Housing Corporation owns, operates, or administers housing within the District of Sault Ste. Marie in furtherance of DSSAB's statutory housing mandate;

AND WHEREAS DSSAB has historically provided administrative, operational, governance, and management services necessary for the efficient operation of the Housing Corporation;

AND WHEREAS the Parties wish to formally document and confirm that administrative relationship and clarify the authority, operational responsibilities, and allocation of risk between them;

NOW THEREFORE the Parties agree as follows.

ARTICLE 1 – DEFINITIONS

1.1 **"Agreement"** means this Services and Administration Agreement.

1.2 **“Applicable Law”** means all applicable statutes, regulations, directives, and legal requirements of the Province of Ontario and any governmental authority having jurisdiction.

1.3 **“CEO”** means the Chief Executive Officer of DSSAB.

1.4 **“Housing Operations”** means the ownership, management, administration, maintenance, and operation of social and affordable housing programs and assets administered through the Housing Corporation.

ARTICLE 2 – RELATIONSHIP BETWEEN THE PARTIES

2.1 **Separate Corporate Status**
Each Party remains a separate legal entity and nothing in this Agreement shall be interpreted as creating a partnership or joint venture between the Parties.

2.2 **Ownership Relationship**
DSSAB is the sole shareholder of the Housing Corporation and exercises its rights as shareholder in accordance with Applicable Law. The Housing Corporation maintains its own board of directors and governance structure, and nothing in this Agreement shall be interpreted as limiting or overriding the independent governance authority of that board.

2.3 **Purpose of Agreement**
This Agreement establishes the framework under which DSSAB provides administrative, operational, and management services necessary for the operation of Housing Operations.

2.4 **Statutory Mandates**
The Parties acknowledge that their activities must comply with Applicable Law including but not limited to:

- the *District Social Services Administration Boards Act*
- the *Housing Services Act, 2011*
- the *Municipal Freedom of Information and Protection of Privacy Act*
- the *Occupational Health and Safety Act*
- the *Accessibility for Ontarians with Disabilities Act*
- any other applicable legislation or regulations.

ARTICLE 3 – ROLE AND AUTHORITY OF THE CEO

3.1 Administrative and Operational Authority
The CEO of DSSAB shall serve as the senior administrative authority responsible for the coordination, direction, and management of SSMHC Housing Operations and for the delivery of all services provided by DSSAB under this Agreement, subject always to the governance authority of the respective boards.

3.2 **Delegation of Authority**

The CEO may delegate operational authority to officers, employees, or agents of DSSAB as required for the efficient administration of Housing Operations.

3.3 **Preservation of Governance Authority**
Nothing in this Agreement limits or alters the legal governance authority of the boards of directors of the Parties.

3.4 **Corporate Separation**
Recognition of the CEO as the senior administrative authority coordinating Housing Operations is intended solely to facilitate operational efficiency and shall not be interpreted as merging the corporate identities or liabilities of the Parties.

ARTICLE 4 – SERVICES PROVIDED BY DSSAB

4.1 DSSAB shall provide administrative and operational services necessary for the effective management of Housing Operations.

4.2 These services may include:

a. executive and administrative management
b. financial administration and accounting
c. budgeting and financial reporting
d. procurement and contract administration
e. property management oversight
f. maintenance planning and coordination
g. tenant services administration
h. regulatory compliance and program administration
i. human resources administration
j. payroll and staffing support
k. legal coordination and risk management
l. information technology and records management
m. insurance procurement and administration,
n. capital planning and development.

4.3 DSSAB may provide additional services reasonably required for the operation of Housing Operations.

ARTICLE 5 – EMPLOYEES AND PERSONNEL

5.1 All employees, officers, and personnel performing services under this Agreement shall remain employees or agents of DSSAB unless expressly agreed otherwise in writing.

5.2 The provision of services by DSSAB personnel to the Housing Corporation shall not create an employment relationship between such personnel and the Housing Corporation, nor shall it result in the Housing Corporation assuming any employer obligations or liabilities in respect of such personnel.

5.3 DSSAB shall remain solely responsible for all employment related obligations relating to its employees, including:

- compensation
- benefits
- payroll administration
- workplace and employment policies
- occupational health and safety obligations.

These responsibilities relate exclusively to DSSAB's role as employer and do not limit the application of DSSAB operational policies governing Housing Operations nor its role as a Service Manager.

5.4 DSSAB employees performing services relating to Housing Operations shall do so under the administrative authority of the CEO or the CEO's designate.

ARTICLE 6 – AUTHORITY TO ACT ON BEHALF OF HOUSING CORPORATION

6.1 DSSAB may act on behalf of the Housing Corporation in the administration of Housing Operations including entering into contracts and engaging service providers.

6.2 Operational Policies
All administrative, operational, financial, and program activities relating to Housing Operations shall be carried out in accordance with the policies, procedures, and directives of DSSAB, as established and amended from time to time.

The Parties acknowledge that the Housing Corporation shall not maintain a separate or independent operational policy framework, and that DSSAB policies shall govern all aspects of Housing Operations.

6.3 Policy Conflict
To the extent that any existing policy, procedure, or directive of the Housing Corporation conflicts with a policy of DSSAB, the DSSAB policy shall prevail.

6.4 Operational Alignment
The Parties acknowledge and agree that:

a. Housing Operations are administered within the DSSAB service management framework
b. DSSAB policies and procedures govern day to day operations, service delivery, and administrative decision making
c. the Housing Corporation does not maintain a separate administrative or operational staffing structure and relies on DSSAB for the delivery of Housing Operations.

ARTICLE 7 – FINANCIAL ADMINISTRATION

7.1 DSSAB shall maintain financial records relating to Housing Operations.

7.2 Financial records shall be maintained in accordance with public sector accounting standards and applicable municipal financial practices.

7.3 DSSAB shall prepare financial reports and provide them to the Housing Corporation at intervals determined by the Parties.

7.4 DSSAB may administer funds relating to housing operations on behalf of the Housing Corporation.

ARTICLE 8 – INSURANCE

8.1 Each Party shall maintain insurance coverage appropriate to its responsibilities under this Agreement.

8.2 At a minimum, each Party shall maintain commercial general liability insurance in an amount not less than **Five Million Dollars ($5,000,000)** per occurrence or such higher amount as may be determined appropriate from time to time by the CEO.

8.3 Insurance coverage may include:

- directors and officers liability insurance
- professional liability insurance
- employment practices liability insurance
- property insurance
- environmental liability insurance.

8.4 The nature, scope, and limits of insurance coverage may be determined and adjusted from time to time by the CEO of DSSAB in consultation with appropriate administrative staff and insurance advisors.

8.5 Where commercially available, each Party shall name the other Party as an additional insured and obtain waivers of subrogation in favour of the other Party.

8.6 Each Party shall ensure that its insurers are aware of the operational relationship between DSSAB and the Housing Corporation.

8.7 **Notice of Insurance Changes**
Each Party shall promptly notify the other Party of any material change, cancellation, or lapse in insurance coverage required under this Agreement.

ARTICLE 9 – INDEMNIFICATION

9.1 Indemnity by Housing Corporation
The Housing Corporation shall indemnify and hold harmless DSSAB from claims arising from:

a. ownership, use, condition, maintenance, or operation of housing assets and Housing Operations, including without limitation personal injury, property damage, life safety incidents, fire, environmental matters, and premises liability claims

b. tenant occupancy or tenancy matters

9.2 **Indemnity by DSSAB**
DSSAB shall indemnify and hold harmless the Housing Corporation from claims arising from negligent administration of the Services provided under this Agreement.

9.3 Nothing in this Article limits any liability imposed by Applicable Law.

ARTICLE 10 – CONTROL OF CLAIMS AND LITIGATION

10.1 DSSAB shall have authority and responsibility for the management and control of all claims, legal proceedings, or litigation arising from Housing Operations.

10.2 DSSAB may manage, defend, settle, or otherwise resolve such claims or proceedings whether they are brought against DSSAB, the Housing Corporation, or both.

10.3 DSSAB shall keep the Housing Corporation reasonably informed of any material claims or legal proceedings.

10.4 Legal counsel may represent both Parties where no conflict of interest exists.

10.5 For greater certainty, the authority of DSSAB under this Article includes all claims arising from Housing Operations, including without limitation personal injury claims, slip and fall incidents, fire or life safety events, property damage, tenant related claims, and regulatory or compliance proceedings.

10.6 Insurance Coordination
DSSAB may coordinate with insurers on behalf of both Parties in respect of claims arising from Housing Operations.

ARTICLE 11 – CONFIDENTIALITY AND RECORDS

11.1 DSSAB shall maintain records relating to Housing Operations in accordance with Applicable Law and applicable record retention policies.

11.2 Each Party shall protect confidential information received from the other Party.

11.3 Information containing personal information shall be handled in accordance with applicable privacy legislation.

ARTICLE 12 – TERM AND TERMINATION

12.1 This Agreement shall commence **November 12, 2026**.

12.2 This Agreement shall continue until terminated by either Party upon one hundred eighty days written notice.

12.3 Termination shall not affect obligations relating to indemnification, insurance, or ongoing legal proceedings.

ARTICLE 13 – RETROACTIVE RATIFICATION

13.1 The Parties acknowledge that DSSAB has historically provided administrative, operational, and management services to the Housing Corporation prior to the effective date of this Agreement.

13.2 The Parties confirm and ratify that such services were provided with the knowledge and consent of the Parties and were consistent with the relationship described in this Agreement.

13.3 This Agreement confirms and documents the existing operational relationship between the Parties as of November 12, 2026 and establishes the governance and administrative framework applicable to the provision of such services going forward.

ARTICLE 14 – DISPUTE RESOLUTION

14.1 The Parties shall attempt to resolve disputes through good faith discussions between senior administrative officers.

14.2 If a dispute cannot be resolved through such discussions, the Parties may pursue mediation before commencing litigation.

ARTICLE 15 – GENERAL PROVISIONS

15.1 **Amendments**
This Agreement may be amended only by written agreement executed by both Parties.

15.2 **Entire Agreement**
This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement.

15.3 **Governing Law**
This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

15.4 **Execution**

This Agreement may be executed in counterparts and delivered electronically.

SIGNATURES

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD
Per: _____
Name:
Title:

Per: _____
Name:
Title:

SAULT STE. MARIE HOUSING CORPORATION

Per: _____
Name:
Title:

Per: _____
Name:
Title: