



## BOARD REPORT

REPORT No.: 2026-03

MEETING DATE: FEBRUARY 19, 2026

SUBJECT: NOSDA POOLING ASSOCIATION AGREEMENT

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### RECOMMENDATION

THAT with respect to Report No. 2026-03 (Chief Executive Officer Division), we The District of Thunder Bay Social Services Administration Board, approve entering into an Agreement with the Northern Ontario Service Deliverers' (NOSDA) Association Pooling Association to enable group access to federal and provincial housing development funding;

AND THAT we authorize the Board Chair and Chief Executive Officer to execute the NOSDA Association Agreement and any related documentation required;

AND THAT any District of Thunder Bay Social Services Administration Board project development opportunity considered for inclusion in the NOSDA Pooling Association be brought to the Board for review and approval;

AND THAT any necessary By-law be presented to the Board for consideration.

### REPORT SUMMARY

To provide The District of Thunder Bay Social Services Administration Board (TBDSSAB or the Board) with information on the Northern Ontario Service Deliverers Association (NOSDA) Pooling Association and to seek approval to enter into an Association Agreement to enable pursuit of funding opportunities for the development of new housing.

### BACKGROUND

The NOSDA is advancing a coordinated, portfolio-based approach to housing development across Northern Ontario.

The objective is to leverage the collective scale of NOSDA and the City of Greater Sudbury to:

- Strengthen competitiveness for large federal and provincial housing programs
- Reduce per-project costs through shared due diligence and design; and
- Accelerate housing delivery in rural, northern, and remote communities.

This approach positions participating DSSABs to access funding programs that are increasingly difficult to secure on a standalone basis, including:

- Canada Mortgage and Housing Corporation's Affordable Housing Innovation Fund (AHIF) designed to support innovative, scalable and replicable affordable housing projects including new construction models and portfolio approaches;
- Build Canada Homes (BCH), federal funding designed to accelerate the construction of new housing supply at scale by supporting large, coordinated projects that increase affordability, speed delivery, and reduce risk, particularly through partnerships with public and non-profit housing providers; and
- Related provincial financing tools.

## COMMENTS

NOSDA has historically functioned as a collaborative advocacy body representing Northern Ontario service managers. That role continues unchanged.

However, to engage in opportunities to access federal and provincial funding mechanisms for the creation of new affordable housing, NOSDA has explored options to pool membership to be in a position to access larger, portfolio-based housing funding opportunities. The NOSDA Pooling Association would enable NOSDA to receive, hold, and administer housing capital funding, some funders require:

- A single accountable entity;
- Clear governance and decision-making authority;
- Transparent financial controls; and
- Formal confirmation of municipal and DSSAB participation.

To meet these requirements, NOSDA has worked with legal counsel to establish a new, voluntary structure referred to as a Pooling System which is supported by two legal agreements.

### 1. Association Agreement

- Creates the *NOSDA Pooling Association*, an unincorporated association separate from NOSDA Corporation;
- Establishes governance through a Pool-Wide Committee and Program Committees; and
- Allows members to opt in on a *program-by-program* basis through formal resolutions.

## **2. Pooling Agreement**

- Applies only to members that opt into a specific funding program;
- Sets out how pooled funds are received, held (including escrow), and distributed;
- Establishes cost-sharing, reporting, indemnification, and dispute resolution provisions; and
- Confirms NOSDA's role as Facilitating Agent, without assuming liability beyond defined responsibilities.

Participating members would sign the Association Agreement to be a part of the NOSDA Pooling Association but would only sign a Pooling Agreement when involved with a specific housing project and looking to access funding through the pooling process.

Once the Association Agreement is signed, members would be a part of the Association Committee and participate in discussions and actions related to the Association. Once a development project is ready to bring forward, members would sign the Pooling Agreement and be a part of that specific Program, including applications, funding and reporting requirements.

Administration has had the Association Agreement reviewed by a legal services provider to ensure TBDSSAB is protected against risk. There is no financial liability with being part of the Pooling Association. With specific projects submitted under the Pooling Agreement, liability would be limited to each individual project submitted by members of a Pooling Agreement.

## **STRATEGIC PLAN IMPACT**

This report supports the Board's strategic direction of Fostering Innovation and Progress through increasing the affordable housing system capacity.

## **FINANCIAL IMPLICATIONS**

There are no immediate financial implications related to this report. Should TBDSSAB engage in the future in a Pooling Agreement, the financial implications would be presented to the Board at that time.

## **CONCLUSION**

It is recommended that the Board enter into the Association Agreement under the NOSDA Pooling Association, and that should new housing development opportunities arise, consideration be given at that time to enter into the Pooling Agreement.

**REFERENCE MATERIALS**

Attachment #1 NOSDA Pooling Association Agreement

PREPARED BY:	Ken Ranta, Chief Executive Officer
SIGNATURE	
APPROVED BY	Ken Ranta, Chief Executive Officer
SIGNATURE	
SUBMITTED BY:	Ken Ranta, Chief Executive Officer

## ASSOCIATION AGREEMENT

DATED: **[INSERT DATE]**

BETWEEN the parties hereto:

OF THE FIRST PART:

**Algoma District Services Administration Board;**  
**District of Cochrane Social Services Administration Board;**  
**Kenora District Services Board;**  
**Manitoulin-Sudbury District Services Board;**  
**District of Nipissing Social Services Administration Board;**  
**District of Parry Sound Social Services Administration Board;**  
**Rainy River District Social Services Administration Board;**  
**District of Sault Ste. Marie Social Services Administration Board;**  
**Thunder Bay Social Services Administration Board; and**  
**District of Timiskaming Social Services Administration Board**  
**City of Greater Sudbury**

each, a corporation existing under the laws of the Province of Ontario,  
(individually, a “**Member**”, and collectively, the “**Members**”)

**-and-**

**Northern Ontario Service Deliverers Association,**  
a corporation existing under the laws of the Province of Ontario  
(the “Facilitating Agent”)

**WHEREAS:**

- A. The Parties wish to enter into this Agreement to establish the base elements of a system under which the Parties may from time-to-time pool their respective resources and capabilities to jointly pursue endeavours of common interest to the Parties (a “Program”);
- B. This Agreement establishes the “NOSDA Pooling Association” and the terms and conditions upon which Parties shall ascertain the participation of all or some Parties in a Program; and
- C. The base elements of the pooling system are intended to be supplemented and completed by the terms and conditions of a Pooling Agreement to be entered into by Parties opting to participate jointly in a Program.

**NOWHEREFORE** in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

### **1. DEFINITIONS AND INTERPRETATION**

## 1.1 Definitions

In this Agreement, the capitalized term:

“**Agreement**” means this Association Agreement.

“**Applicable Laws**” means all laws, statutes, regulations, ordinances, rules, codes, and any other legal requirements of any governmental authority having jurisdiction over the matters at hand, including but not limited to the laws of the Province of Ontario and the federal laws of Canada, as may be amended from time to time.

“**Association**” means the unincorporated association formed by this Agreement, which is separate and distinct from NOSDA Corporation.

“**Association-Wide Matter**” means, in connection with a Program, an act, course of action, matter, situation, or occurrence, or a series or combination of any of the foregoing, reasonably expected to cause one or more Supporting Members, either individually or collectively, to suffer or incur Losses in excess of fifty thousand (\$50,000.00) Canadian Dollars.

“**Association Committee**” means a committee comprised of the Committee Representative of each Party to this Agreement.

“**Committee Representative**” means, in respect of a DSSAB, the Chief Administrative Officer or Chief Executive Officer of such DSSAB; in respect of the City of Greater Sudbury, its General Manager, and in respect of the Facilitating Agent, its Chair; or alternatively, in respect of any such Party, an individual employed directly by such Party in a similar or proximate role, and appointed by the Governing Body of such Party as its Committee Representative.

“**Commitment Resolution**” of a Party identifying it as a Pool Member or a Supporting Member in connection with a Program.

“**Dispute Resolution Committee**” means a dispute resolution committee comprised of three (3) individuals not employed by or involved with any Member and appointed to represent NOSDA Corporation to resolve disputes referred to it under a Pooling Agreement.

“**District**” means the district assigned to the DSSAB under the *DSSAB Act*.

“**DSSAB Act**” means the *District Social Services Administration Boards Act*, RSO 1990, c D, as amended or supplemented from time to time.

“**DSSAB**” means a district social services administration board established under the *DSSAB Act*.

“**Governing Body**” in respect of a Service Deliverer, means the board of directors or members of such DSSAB recognized as such under the *DSSAB Act*; in respect of the City of Greater Sudbury, its municipal council; and in respect of the Facilitating Agent, its board of directors.

“**GAAP**” means Generally Accepted Accounting Principles recognized in Canada from time to time.

**“Government Authority”** means any federal, provincial, regional, municipal, local or other political subdivision or agency thereof and any entity or person exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government. Each Service Deliverer is deemed not to be a Government Authority.

**“Facilitating Agent”** means NOSDA Corporation or such other Person appointed as Facilitating Agent under a Pooling Agreement.

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c M 56, as amended or supplemented from time to time.

**“Losses”** means any and all losses, liabilities, damages, costs, expenses, charges, fines, penalties, and other obligations, whether direct or indirect, of any kind or nature whatsoever, including any interest, legal fees, and other professional fees and disbursements, and any amounts paid in investigation, defense, or settlement of any of the foregoing.

**“Not-for-Profit Act”** means the *Not-for-Profit Corporations Act*, 2010, SO 2010, c 15.

**“NOSDA Corporation”** means the corporation existing under the *Not-for-Profit Act* bearing the name “Northern Ontario Service Deliverers Association”.

**“Participation Deadline”** means a deadline established by the Association Committee pursuant to Section 4.2.

**“Pooling Agreement”** means a Pooling Agreement (regardless of its status as a “Settled Pooling Agreement”) containing the terms and conditions intended to complete the Pooling System under which the Parties may participate in a Program.

**“Pool Dispute”** means a dispute relating to the interpretation, execution, or implementation of a Pooling Agreement or any other matter contemplated by such Pooling Agreement.

**“Pool Member”** means a Member participating in a Program through a Pooling Agreement.

**“Program”** means a set of relative measures governing a common endeavour of the Parties.

**“Program Committee”** means a committee comprised of the Committee Representative of each Pool Member.

**“Pooling System”** means the base system established through this Association Agreement, as supplemented or amended by this Pooling Agreement, and as may be further supplemented or amended a Settled Participation Agreement or Related Agreement(s).

**“Proposal”** means a proposal of a Party for two (2) or more Service Deliverers to participate in a Program through a Pooling System.

**“Parties”** means the parties to this Agreement, and **“Party”** means anyone of them.

**“Person”** means an individual, corporation, partnership, Governmental Authority, trustee, trust, unincorporated association or such person's heirs, executors, administrators or assigns, as the case may be.

**“Ratification Resolution”** means a resolution of the Association Committee regarding an Association-Wide Matter.

**“Related Agreement”** means an agreement that is not a Pooling Agreement, entered into by some or all Parties participating in a Program.

**“Service Deliverer”** means a DSSAB or the City of Greater Sudbury.

**“Supporting Member”** means, with reference to a Program, a Member that is not a Pool Member.

## **1.2 Interpretation.**

In this Agreement:

- (a) the singular includes the plural and vice versa and words importing gender include other genders;
- (b) other grammatical forms of defined words or expressions have corresponding meanings;
- (c) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this agreement includes any schedules and annexures;
- (d) a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (e) a reference to “Canadian Dollars”, “Dollars”, “\$”, or “CAD” is a reference to currency of Canada;
- (f) a reference to a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed;
- (g) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (h) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (i) words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), government and governmental, semi-governmental and local authorities or agencies; and
- (j) a reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form.

## **2. FORMATION OF ASSOCIATION**

### **2.1 Formation of Unincorporated Association**

The relationship established by the Parties under this Agreement is that of an unincorporated association separate and distinct from the corporation bearing the name “Northern Ontario Service Deliverers Association”, which is a party to this Agreement, and which may act as Facilitating Agent under one or more Pooling Agreements from time to time.

### **2.2 Name of Association**

The name of the association formed by this Agreement shall be “NOSDA Pooling Association”.

### **2.3 Relationship of Parties**

Nothing in this Agreement shall be interpreted as establishing a relationship of partnership, joint venture, or agency between the Parties, except as otherwise expressly provided for in this Agreement or in a separate agreement between all or some Parties. The Parties further agree that they shall not hold themselves out as partners or agents of one another, except for NOSDA Corporation, which may act as Facilitating Agent under one or more Pooling Agreements from time to time.

## **2.4 Scope of Obligations of Parties to Pooling Agreement**

For certainty, a Supporting Member has no obligation in respect of a Program except otherwise expressly provided in this Agreement.

## **3. FORMATION OF COMMITTEES**

### **3.1 Association Committee**

A Association Committee shall be deemed to have been established upon the coming into force of this Agreement.

### **3.2 Program Committees**

A Program Committee shall be deemed to have been established for each Program in respect of which two (2) or more Service Deliverers have executed a Pooling Agreement. The Association Committee shall operate in accordance with terms of reference adopted by unanimous resolution of the Association Committee, and until such time as such terms of reference have been so adopted, all decisions of the Association Committee shall be made by unanimous resolution of the Association Committee.

### **3.3 Scope of Authority of each Committee**

Except in respect of matters contemplated in Sections 5.1 and 5.2, the Association Committee may not bind one or more Parties.

### **3.4 Committee Representatives**

Each Party shall be represented on the Association Committee by one (1) Committee Representative, who shall also be the Committee Representative of such Party on each Program Committee. Each Party shall appoint and re-appoint a Committee Representative without delay, and as often as is necessary such that the Party shall have continuous and uninterrupted representation on the Association Committee.

### **3.5 Association Committee**

Each Committee Representative:

- (a) shall be the sole and exclusive representative of its Party on the Association Committee and each Program Committee;
- (b) shall be the only individual authorized to issue and receive notices under this Agreement; and
- (c) shall present each Commitment Resolution and Ratification Resolution to its Governing Body and shall report upon the decision of its Governing Body in connection therewith

immediately within two (2) business days (any day that is not a Saturday, Sunday, or statutory holiday in the Province of Ontario).

#### **4. PROGRAM PARTICIPATION**

##### **4.1 Participation in a Program is Optional**

Except for NOSDA Corporation, no Party is obligated to participate in a Program through the Pooling System and shall not be bound in respect of such Program by any other Party, unless such Party has executed a Pooling Agreement for such Program.

##### **4.2 Proposals**

Any Committee Representative may, on behalf of the Party that it represents, propose the joint participation of Service Deliverers in a Program, through a proposal made in writing to the Association Committee (a "Proposal"). A Proposal shall be in writing and shall provide detail sufficient (to the extent then available) for the Parties to appreciate the prospective nature of the undertaking contemplated by the Proposal. The Association Committee shall consider each Proposal and shall grant each Party an equal and reasonable opportunity to consider and to participate in the Program contemplated by the Proposal. The Association Committee may establish the deadline by which each Party must confirm the status of its participation in a Program ("Participation Deadline"), and such deadline shall be binding upon the Parties.

##### **4.3 Commitment Resolution**

The Governing Body of each Party shall consider each Commitment Resolution and shall identify the Party of which it is the Governing Body as either a Pool Member or a Supporting Member in respect of the contemplated Program. Absent notice to the contrary to the Association Committee, a Party shall be deemed to be a Supporting Member in respect of a Program if it fails to return a signed copy of such Commitment Resolution by the Participation Deadline. Notwithstanding a Party's identification as a Pool Member in a Commitment Resolution, such Party shall not have the status of a Pool Member in respect of a Program unless such Party has duly executed the Pooling Agreement for such Program. A Party having executed a Commitment Resolution as a Supporting Member cannot thereafter participate in a Program as a Pool Member unless: (i) the Pool Members thereafter unanimously agree to the participation of such Party in the Program; and (ii) the Supporting Member executes the Pooling Agreement for such Program, and any other Related Agreements specified by the Pool Members. A Party having passed a Commitment referencing itself as a "Participating Member" pursuant to previous draft versions of this Agreement shall be deemed to have passed such resolution as a Pool Member.

##### **4.4 Obligation to Report Individual Program Participation**

Each Party agrees to notify each other Party hereto as soon as possible of its intention to participate in a Program for which a Proposal has been submitted to the Association Committee, and thereafter, such Party and its Committee Representative shall be precluded from involvement with the Association Committee in connection with such Program, except in respect of Pool-Wide Matters.

#### **5. DISPUTE RESOLUTION COMMITTEE**

##### **5.1 Dispute Resolution Committee**

When a Pool Dispute is referred to it under a Pooling Agreement, NOSDA Corporation shall form a Dispute Resolution Committee and each Party agrees to be bound, abide by, and to attorn, to the process established by such Dispute Resolution Committee to resolve such Dispute.

## **5.2 Association-Wide Matters**

Each Committee Representative shall vote on each Association-Wide Matter referred to it pursuant to a Pooling Agreement. The decision of the Association-Wide Committee shall be binding upon each Pool Member that is a Party to the Pooling Agreement under which the Association-Wide Matter was referred to the Association Committee.

## **6. INDEMNIFICATION**

Each Pool Member shall indemnify each Supporting Member from and its respective officers, directors, and employees (collectively, the "Indemnified Parties") from and against any Losses suffered by Supporting Member as a result of or in connection with participation of such Pool Member in a Program, provided that such Losses are not the result of the negligence, wilful misconduct, or breach by the Supporting Member of its obligations under this Agreement.

## **7. NOTICES**

Any notice, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed duly given or made if delivered personally, sent by registered or certified mail, return receipt requested, postage prepaid, sent by recognized overnight courier service, or transmitted by electronic mail, to the Parties at their address specified in Schedule "B" or to such other address or email address as a Party may designate by notice to the other Parties in accordance with this section. Notices shall be effective upon receipt or, if sent by mail, five (5) business days after being deposited in the mail, and if sent by electronic mail, on the date of transmission if transmitted during the recipient's normal business hours, or on the next business day if transmitted outside those hours. Each

## **8. GENERAL**

### **8.1 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each Party hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario with respect to any matter arising under or related to this Agreement.

### **8.2 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be severed from this Agreement, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **8.3 Waiver**

No waiver by any Party of any breach of any provision of this Agreement shall be effective unless made in writing and signed by the Party against whom enforcement of the waiver is sought. No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that or any other provision of this Agreement.

#### **8.4 Amendments**

This Agreement may not be amended or modified except by a written agreement executed by all Parties hereto. Any amendment or modification of this Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

#### **8.5 Assignment**

No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld. Any purported assignment without such consent shall be null and void.

#### **8.6 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts may be executed either in original or electronic form and each Party's execution shall be deemed binding upon receipt by the other Parties of the signed counterparts.

#### **8.7 Time of Essence**

Time is of the essence in the performance of this Agreement. Any delay in the performance of any obligations under this Agreement may be considered a material breach of this Agreement.

#### **8.8 Further Assurances**

Each Party agrees to execute and deliver such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the intent and purposes of this Agreement and to consummate the transactions contemplated hereby.

#### **8.9 Schedules**

The Schedules that follow form part of and are included in this Agreement.

Schedule "A"	Member Certificate
Schedule "B"	Address for Notices

*<<signature page follows>>*

**EXECUTED** by each Party hereto and made effective as of the date first written above.

**[INSERT SIGNATURE BLOCK]**

**Schedule "A"**  
**Member Certificate**

**Date:**

1. Capitalized terms in this certificate have the meaning assigned to them in the Association Agreement;
2. Each Service Deliverer hereby represents to, and warrants with, each other Party, that:
  - (a) it is incorporated and validly existing as a corporation under the laws of the jurisdiction of its incorporation;
  - (b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
  - (c) the execution of this Agreement have been duly authorized by all necessary corporate actions of the Service Deliverer;
  - (d) without limiting the generality of any of the foregoing provisions, the Service Deliverer has considered:
    - (i) Section 4(1) of the DSSAB Act;
    - (ii) Section 51(1) of the *Housing Services Act*, 2011, c 6

and with reference to the same, it agrees with each other Party that:

- A. its entering into this Agreement of this Agreement, any Pooling Agreement, Related Agreement, or any other agreement in furtherance of this Agreement, is, and shall be, solely for the purpose of exercising powers, duties, and responsibilities in respect of the geographical area(s) assigned to it under Applicable Laws; and
- B. it may not and shall not claim, argue, advance, or otherwise assert, that any right or obligation under or relating to any agreement referred to in paragraph A is unenforceable or inapplicable as a result of its lack of jurisdiction or authority, or the lack of jurisdiction or authority of another Party, over or in respect of a geographic area contemplated by Applicable Laws.

**EXECUTED** and delivered by the Party to each other Party intending that each other Party may rely upon same in connection with any and all matters relating to the Pooling System.

**[SERVICE DELIVERER NAME]**

**Per:** \_\_\_\_\_

**Name:**

**Title:**

**Per:** \_\_\_\_\_

**Name:**

**Title:**

*/we have the authority to bind the Corporation.*

**Schedule "B"**

[INCLUDE ADDRESSED FOR NOTICES]