

AFFORDABLE MULTIFAMILY HOUSING OPERATING AGREEMENT

THIS AGREEMENT dated _____ day of _____, 2024.

BETWEEN:

EFFICIENCYONE, a duly formed body corporate under the laws of Canada, having its head office in Dartmouth, Nova Scotia, and current franchisee of Efficiency Nova Scotia in accordance with the *Public Utilities Act*, RSNS 1989, c 380

OF THE FIRST PART

(hereinafter “Efficiency Nova Scotia”)

- and -

(hereinafter the “Applicant” or “Owner”, and together with Efficiency Nova Scotia, the “Parties” and each a “Party”)

OF THE SECOND PART

WHEREAS the Applicant is the Owner of a Property as defined herein, or an individual with written authorization provided by the Owner to act on his or her behalf (e.g., Landlord or Building Manager), and has requested technical support and/or financial assistance under the Affordable Multifamily Housing Program (the “**Program**”);

AND WHEREAS Efficiency Nova Scotia has agreed to provide technical support and/or financial assistance under the Program in whole, but earned over the term of this Affordable Multifamily Housing Operating Agreement (this “**Agreement**”), provided that the Applicant complies with the prescribed terms and conditions herein;

AND WHEREAS the Applicant is to undertake and complete all mandatory health and safety repairs to all non-eligible rental units and common areas in order to undertake and complete all mandatory repairs to all eligible rental units to an existing residential building comprising **One (1)** self-contained rental building(s) (the “**Property**”) situated at:

Civic Address of rental property: _____

AND WHEREAS technical support and/or financial assistance is being provided to the Applicant on the basis that for the term of this Agreement a minimum of four (4) units comprising at least 30% of the total rental units in the Property will be rented to tenants at rents at or below the rental thresholds established by the program;

AND WHEREAS the Applicant is required to make every effort to maintain affordable rental rates for their current or future tenants throughout the term of this Agreement;

NOW THEREFORE, in consideration of the provision of the technical support and/or financial assistance, the mutual covenants and agreements hereinafter set forth, and other consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AFFORDABLE HOUSING QUALIFICATION

The Applicant qualifies for affordable housing incentives on the basis that (check one):

RENT ROLL

Rent levels are at or below the levels indicated in Appendix “A” to this Agreement under the appropriate tier level and the Applicant has completed and provided the information required in Appendix “B” - Current Rental Rates. The Applicant agrees to the following terms and conditions:

- a) The Applicant shall not increase rents except in a manner contemplated by this Agreement. Upon completion of repairs, during the first year a minimum of 30% of all self-contained rental units shall be rented at a monthly rent not in excess of the schedules in Appendix A – Maximum Rents in Year One. The completion date is estimated to be within 120 days from the preapproval document issued by Efficiency Nova Scotia.
- b) In subsequent years while this Agreement is in force, the Applicant shall only implement rent increases that do not exceed the Nova Scotia all-item Consumer Price Index (CPI) over the term of this agreement as set out in Section 11. All rental increases must comply with Nova Scotia’s *Residential Tenancies Act*, RSNS 1989, c 401, and all other provincial legislative and regulatory requirements.

- c) Any rent increases contemplated under this Agreement may occur annually or be compounded up to a maximum of three (3) years at one time.
- d) Where rent increases above the level set out in subclause 1(b) or subclause (c) herein are necessary because of increases in the eligible operating expenses, a Revenue and Expense Statement and a projected budget must be submitted to Efficiency Nova Scotia. These statements are required at least thirty (30) days before the Applicant wishes to enforce such rental increase and must also include the Applicant's plan to mitigate the need for additional increases for the duration of the term of this agreement. Efficiency Nova Scotia may request additional information to substantiate the requested rent increase. Upon review of the information supplied, Efficiency Nova Scotia, at its sole discretion, may approve the rent increase.
- e) Where provincial rent review/control legislation exists, the maximum rent that may be charged shall be the lesser of the amount approved by the provincial rent review board and the amount approved by the Minister.

ENROLLMENT IN OTHER AFFORDABLE HOUSING PROGRAMS

At the time of execution of this Agreement, the Applicant is eligible for this Program by virtue of its existing enrollment in one or more of the related affordable housing programs provided in Appendix "C" to this Agreement ("**Eligible Programs**"). Upon request from Efficiency Nova Scotia, the Applicant shall provide Efficiency Nova Scotia with all applicable Eligible Program documents listed as "Documentation Required" in Appendix "C". The Applicant shall continue to comply with all terms and requirements of said Eligible Programs throughout the term of this Agreement. In the event the terms of this Agreement conflict with terms found in the Eligible Program agreements, the Parties acknowledge and understand that the terms herein shall prevail insofar as they relate to this Agreement.

2. DEFAULT/PREPAYMENT

- a) Should the Applicant be in default under the terms of the Agreement, Efficiency Nova Scotia shall have the right to declare any direct incentives received by the Applicant be repaid with interest from the date of default. The interest rate shall be the prime interest rate in effect at the time of loan approval. The Applicant must provide notice to tenants of any default within 30 days of providing notice of default to Efficiency NS.

3. LEASING

- a) The Applicant shall inform all new and existing tenants of the Applicant's participation in the Affordable Multifamily Housing Program in writing, using a form approved by Efficiency Nova Scotia. Only tenants occupying affordable units as referred to under this agreement should be notified. This would include any current tenants and any future tenants for the duration of this agreement. This notice must include the Applicant's commitment to limiting rental increases as set out in this Agreement, the contact information for Efficiency Nova Scotia, the term of the Operating Agreement and the consequences of default as set out in this Agreement. This notice must be provided at the time of entering into a rental agreement with the tenant of the affordable unit(s).

- b) The Applicant will provide ample notice to tenants in order to gain access to operational spaces and tenant units at the property address set out herein for the purposes of energy audit(s) and verification visit(s), in accordance with requirements for written notice pursuant to the *Residential Tenancies Act*. The Applicant shall also provide Efficiency Nova Scotia and its affiliates with dedicated building staff for the purpose of energy audit(s) and verification visit(s).

4. REBATES

- (a) Any rebates available under this Agreement are strictly for new equipment and cannot be combined with any other Efficiency Nova Scotia offer. Any rebates provided under this Agreement are subject to change without notice. Efficiency Nova Scotia may, at its sole discretion, approve or reject any rebate at any time.
- (b) To be eligible for rebates, products must be installed in multifamily building(s) with four or more affordable units.
- (c) For greater clarity, the following items are not available for rebates under this Agreement:
 - i. Commercial spaces within multifamily properties;
 - ii. Cogeneration;
 - iii. Self-generation;
 - iv. Demand-limiting; and
 - v. Power factor correction
- (d) To be eligible for rebates and financing options (if applicable) under this Agreement, the Applicant is required to obtain pre-approval prior to purchase and installation of any equipment.
- (e) To obtain pre-approval, the Applicant must submit the following:
 - i. Application;
 - ii. Labour and product quote(s); and
 - iii. Applicable worksheets
- (f) To obtain a rebate payment, the Applicant must submit the following:
 - i. Proof of Purchase from the distributor or retailer on the eligible products installed; and
 - ii. Any other information deemed necessary by Efficiency Nova Scotia

For greater clarity, “Proof of Purchase” for the purposes of subclause 6(e) shall include any invoice(s) stating the size, type, manufacturer, model or part number, purchase date and vendor of the efficient equipment. Efficiency Nova Scotia reserves the right to verify sales transactions. The full rebate payment or a portion thereof may be made to the Applicant or to the installation contractor referenced in the application documents

- (g) The maximum rebate payment available under this Agreement will not exceed eighty percent (80%) net of the eligible equipment purchase and its associated installation costs and up to \$17,254 per affordable unit.
- (h) The Applicant is responsible for any and all tax liability associated with a rebate payment.

- (i) Applicant must allow thirty (30) days for delivery of payment. For greater clarity, the submission of an application with incomplete or missing information will delay processing of payment.

5. NO REPRESENTATION, WARRANTY OR GUARANTEE

Efficiency Nova Scotia does not provide any representation, warranty or guarantee, either expressly or implicitly, with respect to the quality of any of the following:

- (a) The performance of installed equipment; or
- (b) Any particular manufacturers, products or system designs.

6. PRIVACY AND CONFIDENTIALITY

- (a) Efficiency Nova Scotia may require the sharing and exchange of information between Efficiency Nova Scotia and third parties such as the Applicant's electricity provider. In applying and receiving rebates, the Applicant hereby irrevocably consents to the release, use, storage and exchange of information between Efficiency Nova Scotia and necessary third parties, including but not limited to name(s), addresses, energy usage history, and phone number for the purposes of administering rebates.
- (b) Efficiency Nova Scotia is a franchise operated by EfficiencyOne, official Licensee of the Province of Nova Scotia. By providing your consent you agree to release your personal information to the current and successive holders of the Efficiency Nova Scotia franchise.
- (c) By executing this Agreement, the Applicant hereby consents to the purposes for which Efficiency Nova Scotia is collecting, using and disclosing company information as set out in Efficiency Nova Scotia's Privacy Policy. More information on Efficiency Nova Scotia's Privacy Policy can be found online at efficiencyns.ca/privacy-policy or by email at privacy@efficiencyns.ca.

7. DISCRIMINATION

The Applicant agrees, in the renting of the Property, not to discriminate against any person by reason of race, national or ethnic origin, colour, religion, disability, sex, marital status, sexual orientation, or a conviction for which a pardon has been granted.

8. MAINTENANCE

- (a) The Applicant shall be responsible for ensuring that the units are maintained to a minimum level of health and safety.
- (b) Any contactor(s) hired by the Applicant will install at the property set out herein the energy construction measures agreed upon by the Applicant and the contractor. The contractor shall permanently disable all products replaced pursuant to this Agreement.
- (c) Applicants and/or contractors are responsible for all costs associated with sales tax, disposal and recycling.

9. MONITORING

The Applicant shall maintain the verification of rents and other such records in a form satisfactory to Efficiency Nova Scotia and shall permit Efficiency Nova Scotia to have access to the project and to have a representative inspect such records at any reasonable time. The Applicant will supply such information as may be required by Efficiency Nova Scotia to confirm adherence to this agreement.

10. SALE OF PROPERTY

The Applicant agrees to notify Efficiency Nova Scotia in writing within twenty (20) working days prior to the closing date of sale of the Property.

The Applicant covenants that any purchaser shall agree to be bound by the terms and conditions of this Agreement and shall execute a new agreement in this form before consent to the sale in writing may be given by Efficiency Nova Scotia. Rent increases will continue to be permitted in accordance with the terms of the original agreement; no increase in rents will be permitted at the time of sale.

In the event that the Property is sold or otherwise disposed of without the prior knowledge and written consent of Efficiency Nova Scotia, any direct incentives received by the Applicant or Assignee or the Applicant's contractor will be repaid by the Applicant to Efficiency Nova Scotia, pro-rated over 144 months of the remaining agreement term, plus interest. The interest rate shall be the prime interest rate in effect at the time of loan approval.

11. TERM OF AGREEMENT

The Terms and Conditions of this Agreement shall come into effect upon payment of rebate and continue in force for a period of **Twelve (12)** years from the date of rebate payment. If the project is not completed and/or rebates are not paid, the Terms and Conditions of the Agreement will not be enforced.

12. NO LOSS OF RIGHTS AND RESPONSIBILITIES

This agreement should not be interpreted to derogate or deviate from the rights and responsibilities as between landlord and tenant under Residential Tenancies Act, except as required with respect to restrictions on rental increases.

13. APPLICABLE LAW

This Agreement (and all negotiations and any legal agreements prepared in connection herewith or other arrangements described herein) shall be governed by and construed in accordance with the laws of Province of Nova Scotia.

14. SIGNATURE OF AUTHORIZED REPRESENTATIVE

IN WITNESS WHEREOF the said parties hereto have caused these presents to be signed on the day and year first above-mentioned.

Authorized Signature

Name (first, last)

_____/_____/_____
DD/MM/YYYY

Business Name

15. SIGNATURE OF EFFICIENCYONE REPRESENTATIVE

SARAH CHIASSON
Director, Service Delivery

_____/_____/_____
DD/MM/YYYY

Appendix A: 2024 Maximum Rental Rates in Year One

Tier 1: HRM, Wolfville, and the Town of Antigonish			
	<i>Includes No Utilities</i>	<i>Includes Heat Only</i>	<i>Includes Heat & Electricity</i>
Bachelor	\$797	\$838	\$875
1 Bedroom	\$899	\$946	\$987
2 Bedroom	\$1,125	\$1,186	\$1,240
3 Bedroom	\$1,366	\$1,437	\$1,503
4+ Bedroom	\$1,748	\$1,839	\$1,922

Tier 2: Town of Bridgewater and urban areas* of: CBRM, Inverness County, Antigonish County, Pictou County, Colchester County, Hants County, and Kings County			
	<i>Includes No Utilities</i>	<i>Includes Heat Only</i>	<i>Includes Heat & Electricity</i>
Bachelor	\$570	\$599	\$628
1 Bedroom	\$695	\$731	\$766
2 Bedroom	\$929	\$977	\$1,024
3 Bedroom	\$1,047	\$1,101	\$1,155
4+ Bedroom	\$1,586	\$1,665	\$1,748

Tier 3: All other areas			
	<i>Includes No Utilities</i>	<i>Includes Heat Only</i>	<i>Includes Heat & Electricity</i>
Bachelor	\$516	\$539	\$569
1 Bedroom	\$628	\$658	\$695
2 Bedroom	\$779	\$820	\$856
3 Bedroom	\$969	\$1,017	\$1,065
4+ Bedroom	\$1,389	\$1,460	\$1,528

Note: The monthly charge for **rooming houses** may not exceed 60% of the one bedroom maximum rental rate listed in the tables above.

*Urban Areas include – Truro, New Glasgow, Glace Bay, Kentville, North Sydney, Sydney Mines, Kingston – Greenwood, New Waterford, Windsor, Port Hawkesbury, Pictou, Eskasoni, Berwick, Indian Brook 14, Hantsport, Inverness, Centreville, Howie Centre, Hayes Subdivision, Port Williams, Stellarton, Westville, Trenton, Stewiacke, Dominion, Florence.

Appendix C: Qualifying Affordable Housing Programs

Eligible Program	Details ¹	Documentation Required
MLI Select (CMHC)	<p>MLI Select uses a point system to offer insurance incentives based on affordability, energy efficiency, and accessibility. Incentives are available for new construction and existing properties.</p> <p>MLI Select CMHC (cmhc-schl.gc.ca)</p>	<p>MLI Select Lending Agreement or;</p> <p>Letter of program acceptance or;</p> <p>Letter from program administrator confirming participation status</p>
National Housing Co-Investment Funding (CMHC)	<p>The Co-Investment Fund provides capital to partnered organizations for new affordable housing and the renovation and repair of existing affordable and community housing. Funds are provided as low-interest and/or forgivable loans and contributions.</p> <p>Housing Co-Investment Fund CMHC (cmhc-schl.gc.ca)</p>	<p>National Housing Co-Investment Funding Agreement or;</p> <p>Letter of program acceptance or;</p> <p>Letter from program administrator confirming participation status</p>
Rapid Housing Initiative (CMHC)	<p>Capital contributions for the rapid construction of new housing and/or acquisition of existing buildings for rehabilitation or conversion to permanent affordable housing.</p> <p>Rapid Housing Initiative CMHC (cmhc-schl.gc.ca)</p>	<p>Letter of program acceptance or;</p> <p>Letter from program administrator confirming participation status</p>
Rental Repair & Rehabilitation (NS Dept Municipal Affairs & Housing)	<p>This program provides financial assistance to landlords to assist in upgrading the condition of existing self contained units to preserve rental affordability for low-income tenants.</p> <p>Rental Residential Rehabilitation Assistance Program Government of Nova Scotia Housing Programs</p>	<p>Letter of program acceptance or;</p> <p>Letter from program administrator confirming participation status</p>
Affordable Housing Development (NS Dept Municipal Affairs & Housing)	<p>The Affordable Housing Development Program (AHDP) supports the creation of new affordable housing supply in partnership with private and community housing developers. Through capital contributions that help fund the construction of new housing projects or conversion of non-residential buildings, the aim of this program is to increase the supply of affordable, accessible, and energy efficient homes.</p> <p>Funding is available by way of forgivable loans, and contributions are determined based on a combination of project attributes and provincial priorities.</p> <p>Affordable Housing Development Program Government of Nova Scotia Housing Programs</p>	<p>Letter of program acceptance or;</p> <p>Letter from program administrator confirming participation status</p>

¹ Please contact affordable@efficiencyns.ca for webpage addresses.

Appendix C: Qualifying Affordable Housing Programs

<p>Community Housing Acquisition (NS Dept Municipal Affairs & Housing)</p>	<p>The Community Housing Acquisition Program (CHAP) supports the purchase of existing multi-unit residential properties by community housing providers to preserve affordable housing and expand the supply of non-market housing.</p> <p>Funding is available as a fixed-interest rate repayable loan. Variable terms of up to 30 years are available. Maximum loan amount available is \$10 million per project amortized over a maximum of 30-years.</p> <p>Community Housing Acquisition Program Government of Nova Scotia Housing Programs</p>	<p>CHAP Lending Agreement or;</p> <p>Letter of program acceptance or;</p> <p>Letter from program administrator confirming participation status</p>
<p>Community Housing Infrastructure Renewal (NS Dept Municipal Affairs & Housing)</p>	<p>A jointly funded program through the Canada-Nova Scotia Bilateral Agreement, under the National Housing Strategy, to support the preservation of existing community housing units and long-term sector sustainability. Support through the program is focused on community housing units where mortgages are maturing and federal operating subsidies under the Social Housing Agreement are coming to an end.</p> <p>Funding Supports Community Housing Sustainability, Repairs - Government of Nova Scotia, Canada</p>	<p>Letter of program acceptance or;</p> <p>Letter from program administrator confirming participation status</p>
<p>Shelter Enhancement (NS Dept Municipal Affairs & Housing)</p>	<p>The Shelter Enhancement Program (SEP) provides funding to improve existing shelter for women, children and youth who have experienced family violence. The program also helps to acquire and build new shelters and second stage housing where needed.</p> <p>Shelter Enhancement Government of Nova Scotia Housing Programs</p>	<p>Letter of program acceptance or;</p> <p>Letter from program administrator confirming participation status</p>
<p>Nova Scotia Provincial Housing Authority (NSPHA) Public Housing</p>	<p>Nova Scotia Provincial Housing Agency (NSPHA) is the provincial government agency responsible for the administration and delivery of affordable housing solutions for low-income Nova Scotians. Any rent-geared-to-income (RGI) public housing property that is administered and managed by NSPHA qualifies as affordable housing.</p> <p>Welcome to Nova Scotia Provincial Housing Agency Nova Scotia Provincial Housing Agency (nspha.ca)</p>	<p>Letter from NSPHA administrator confirming public housing status</p>
<p>Reaching Home (Infrastructure Canada)</p>	<p>Reaching Home: Canada's Homelessness Strategy is a community-based program aimed at preventing and reducing homelessness across Canada. This program provides funding to urban, Indigenous, rural and remote communities to help them address their local homelessness needs.</p> <p>Infrastructure Canada - Reaching Home: Canada's Homelessness Strategy Directives</p>	<p>Letter of program acceptance or;</p> <p>Letter from program administrator confirming participation status</p>