

Moderate-Income Revolving Loan Program Certificate of Continuing Program Compliance

Certification Period: (insert date)

The undersigned, _____ (the "Sponsoring Jurisdiction Contact"), being duly authorized to execute this Certificate on behalf of _____ (the "Sponsoring Jurisdiction"), hereby represents and warrants that, with respect to all Projects under the Moderate-Income Revolving Loan Program, as of _____:

1. Meets the Moderate-Income Revolving Loan Program Requirements set forth in the Moderate-Income Revolving Loan Program Manual, including but not limited to:
 - a. The fundamental MIRL Program Requirements
 - b. Specific requirements and eligibility set forth in the local Sponsoring Jurisdiction's executed Compliance Plan
 - c. Meeting the expectations and requirements set forth in the executed:
 - i. Originating Ordinance or Resolution
 - ii. Project Specific Ordinance or Resolution
 - iii. Loan Agreement
 - iv. Grant Agreement
2. The Sponsoring Jurisdiction has upheld the requirement to notify and update Oregon Housing and Community Services (the "lender") per the mechanism outlined in the Moderate-Income Revolving Loan Program Manual, of all the following:
 - a. Anticipated MIRL Project processing and execution updates. Including but not limited to:
 - i. Submission of the Intent to Apply
 - ii. Submission of the Project Loan Request Packet & Necessary follow-up
 - iii. Provide all Project Applicant decisions to OHCS during each stage of the process
 - iv. Facilitate Cure process, if applicable
 - v. Submit Grant Agreement, Project Specific Ordinance, W9, and ACH Form
 - vi. Draw Request
 - vii. Report Exemption completion
 - viii. Annual Report
 - ix. Construction Completion and Certified Occupancy
 - x. Loan Repayment Completion
 - b. Circumstantial MIRL Project updates, including:
 - i. Any 'Material Change' as defined in the MIRL Program Manual:



1. "a change in or relating to the business, operations or use of capital provided by the Sponsoring Jurisdiction that taken as a whole would reasonably be expected to have a significant effect on the Project budget, housing type or population served, and includes a decision to implement such a change made by the principal or board of directors of the Developer."
- ii. Contact information changes of the identified Sponsoring Jurisdiction Contact, Developer, County Tax Assessor, and Architect
- iii. Project sale or ownership changes
- iv. Changes in Project construction timeline
- v. Project default or Payment Issues
- vi. Delinquent fees and collection processes
- vii. Amendments to Originating and Project Specific Ordinances and Resolutions
- viii. Fire District Fee changes

By signing this Certificate, _____ (the "Sponsoring Jurisdiction Contact"), on behalf of _____ (the "Sponsoring Jurisdiction"), hereby verifies that the above requirements have been met for the defined Certification Period.

Signature:

Date: