**STATE OF CONNECTICUT**
**DEPARTMENT OF HOUSING**

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| In the Matter of: | ) | |
| | ) | |
| Town of New Canaan August 19, 2024 | ) | |
| Certificate of Affordable Housing | ) | |
| Completion/Moratorium Application | ) | March 3, 2025 |
| Pursuant to C.G.S. § 8-30g | ) | |
| | ) | |

# DECLARATORY RULING

## I. Procedural Background

On September 13, 2024, 751 Weed Street, LLC, W.E. Partners, LLC, 51 Main Street LLC and Hill Street-72 LLC (collectively, the "Petitioners"), filed a Petition for Declaratory Ruling (the "Petition") with the State of Connecticut, Department of Housing ("DOH" or the "Department"), pursuant to Section 4-176 of the Connecticut General Statutes ("CGS"). The Petition requested a declaratory ruling on the following questions:

1. Do the provisions of § 8-30g and its regulations, cited on pp. 8-10 of the July 25, 2024 comment letter, require New Canaan, to claim and obtain Housing Unit Equivalent points for units at Millport and Canaan Parish, to provide the Department of Housing, for each year and for each claimed unit, from the date of initial unit occupancy to the date of the moratorium application, with evidence of (a) the maximum household income for that unit; (b) the actual income of the tenant household; (c) the maximum monthly rent and utility allowance for each unit; and (d) the actual rent and utility allowance charged to and paid by the household?
2. In support of its moratorium application, did the Department demand and did New Canaan provide for each claimed unit the information listed in Question 1 above, and otherwise answer the substantial questions for each development set forth on pp. 10-15 of the July 25 letter?
3. What is the Department's legal basis for exemption in its August 19, 2024 letter, New Canaan's application from Conn. Gen. Stat. § 8-30g(l)(8) based on a finding that "[If] the [demolished] units had been rebuilt subject to the original affordability restriction, 80% of Area Median Income, they would not have received any housing equivalent points," when neither the statute nor the regulations contains any such criterion, and § 8-39g is a remedial statute from which exemptions are to be strictly construed?

(Petition at 3-4).

Petitioners further requested in the Petition that "if any question is answered in a manner that invalidates the approval issued to New Canaan in August 2024, revocation by the Department of that approval." (Petition at 5).

On November 21, 2024, DOH issued a Notice and Order stating that DOH would issue a declaratory ruling limited to the following questions and ordering that written submissions of additional evidence and/or written legal argument in connection with the questions enumerated may be submitted to DOH by December 23, 2024:[1]

- Does CGS Section 8-30g and its associated Regulations require the Town of New Canaan (the "Town") in its application for a Certificate of Affordable Housing Project Completion (aka "a Moratorium") to provide DOH with evidence (the "Evidence") of continuous compliance, from initial occupancy to the present, for each dwelling unit at Millport and Canaan Parish in order to claim associated Housing Unit Equivalent points; such Evidence to consist of:
    - The maximum household income for that unit;
    - The actual income of the tenant household;
    - The maximum monthly rent and utility allowance for each unit; and
    - The actual rent and utility allowance charged to and paid by the household?

- What is the legal basis for the finding that, pursuant to CGS Section 8-30g(l)(8), units demolished at the Millport Apartments and Canaan Parish would not have received any housing equivalent points had they been rebuilt subject to the original affordability restrictions?

On December 16, 2024 the Town of New Canaan (the "Town"), Open Communities Alliance, and Connecticut Legal Services, Inc. petitioned for intervenor status pursuant to Section 4-176(d) of the Connecticut General Statutes. On December 24, 2024 DOH granted the Petitions for Intervenor Status filed by the Town of New Canaan, Open Communities Alliance and Connecticut Legal Services, Inc. and ordered that written submissions of additional evidence

[1] As Question 2 identified in the Petition did not pose a request "as to the validity of any regulation, or the applicability to specified circumstances of a provision of the general statutes, a regulation, or a final decision on a matter within the jurisdiction of the agency," it is not considered in the context of the declaratory ruling.

and/or legal argument in connection with the questions enumerated in DOH's November 21, 2024 Notice and Order be received by January 7, 2025.

On December 20, 2024, Petitioners submitted a written brief in support of the Petition. On December 20, 2024 Connecticut Legal Services, Inc. submitted a memorandum in support of the Petition to DOH. On December 23, 2024 Open Communities Alliance submitted a brief in support of the Petition and the Town submitted a memorandum in opposition to the Petition.

## II. Statement of Facts

1. On June 18, 2024, the Town submitted a request for issuance of a Certificate of Affordable Housing and a Moratorium of Applicability.

2. Compliance Certification Affidavits pursuant to CGS Section 8-30h for Millport Apartments Phase II – 59 & 61 Millport Avenue and Canaan Parish – 186 Lakeview Avenue Buildings 1 & 2, dated May 23, 2024, were submitted as part of the Town's application.

3. On June 20, 2024 the Town's attorney submitted a statement that "I hereby certify that the Town of New Canaan has in effect policies and procedures sufficient to evaluate and determine compliance of affordable housing with relevant affordability restrictions and is in adherence with such policies and procedures as of the time of the application."

4. In an August 14, 2024 memo to the file calculating the Housing Unit Equivalent ("HUE") points in connection with the application (the "Calculation Memo"), DOH noted that the Town had provided documentation for HUE points totaling 67.0 HUE points for 40 units at Millport Apartments and 97.5 HUE points for 60 units at Canaan Parish, for a total of 164.5 HUE points.

5. In the Calculation Memo, zero HUE points were deducted for the 22 units at Millport Apartments or the 60 units at Canaan Parish that were demolished prior to the construction of the units claimed in the application.

6. On August 19, 2024, DOH determined that the Town had met the requirements for receipt of a Certificate of Affordable Housing Project Completion, and a Moratorium of Applicability began on August 27, 2024.

## III. Analysis

### A. The Language of CGS § 8-30g is Unambiguous and Its Meaning is Based on the Plain Language of the Statute

With respect to the two questions considered in this Declaratory Ruling, the Petition seeks to have DOH disregard the plain language of Conn. Gen. Stat. § 8-30g and its associated Regulations in favor of what Petitioners believe the statute *should* include. As the state agency tasked with administering the statute and Regulations, DOH can only act as authorized therein and must apply the terms of the law as written, without extrapolating requirements and meaning that are not set forth in the text based solely on Petitioners' opinion of what would be a fair or reasonable interpretation.

The fundamental doctrine of statutory construction requires that the plain text of a statute be considered first. Specifically, CGS § 1-2z provides that:

> The meaning of a statute shall, in the first instance, be ascertained from the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered.

*See also, Russo v. Waterbury,* 304 Conn. 710, 720 (2012); *Stratford v. Jacobelli*, No. CV116013854, 2013 WL 5969127, at *4 (Conn. Super. Ct. Oct. 23, 2013). The law requires that the text of the statute at issue as well as its relationship with other statutes be considered and that extratextual sources only be considered when the text of a statute is ambiguous. *Russo,* 304 Conn. at 720.

It is axiomatic that "[t]he decision maker cannot 'read language into a statute' and is 'bound to interpret legislative intent by referring to what the legislative text contains, not by what it might have contained.'" *Marchesi v. Bd. Of Selectmen of Town of Lyme,* 328 Conn. 615, 630

(2018). *See also Randolph v. Mambrino*, 216 Conn.App. 126, 143 (2022) ("it is axiomatic that '[w]e will not read into a [statute] words or limitations that are not there'") (internal citations omitted); *Gamez-Reyes v. Biagi*, 136 Conn.App. 258, 274 (2012) ("'we are bound to interpret legislative intent by referring to what the legislative text contains, not what it might have contained.... We will not read into clearly expressed legislation provisions which do not find expression in its words.'") (internal citations omitted). The same is true with respect to state promulgated regulations. *Putnam Park Apartments, Inc. v. Planning and Zoning Commission of Town of Greenwich*, 193 Conn.App. 42, 51 (2019) ("We will not read into a regulation words or limitations that are not there").

As set forth in greater detail below, rather than considering the plain meaning of the language as CGS § 1-2z requires, Petitioners' assertions create an interpretation that is nowhere to be found in the text of the statute or Regulations, requiring one to imagine what the statute would mean if it had been written differently. It is well-settled that the legislature "knows how to convey its intent expressly . . . [and] to use broader or limiting terms when it chooses to do so." *State v. Schimanski*, 344 Conn. 435, 449 (2022); *see also, e.g., In re Jusstice W.*, 308 Conn. 652, 673 (2012); *Stitzer v. Rinaldi's Restaurant*, 211 Conn. 116, 119 (1989). Had the legislature intended what Petitioners suggest to be included in CGS § 8-30g, it would have included such terms in the language of the statute. To the extent Petitioners believe they should have done so, they should seek to have the legislature to amend the statute accordingly.

### B. CGS § 8-30g and its Associated Regulations Do Not Require Evidence of Ongoing and Continuous "Compliance"

- Does CGS Section 8-30g and its associated Regulations require the Town of New Canaan (the "Town") in its application for a Certificate of Affordable Housing Project Completion (aka "a Moratorium") to provide DOH with evidence (the "Evidence") of continuous compliance, from initial occupancy to the present, for each dwelling unit at Millport and Canaan Parish in order to claim associated Housing Unit Equivalent points; such Evidence to consist of:

- The maximum household income for that unit;
- The actual income of the tenant household;
- The maximum monthly rent and utility allowance for each unit; and
- The actual rent and utility allowance charged to and paid by the household?

CGS Section 8-30g and its associated Regulations do not require the Town to provide evidence of ongoing and continuous "compliance" from initial occupancy to the present for each dwelling unit at Millport and Canaan Parish as indicated by the Petition. To read the Petition and intervenors' briefs, one would presume that the statute and Regulations refer extensively to a requirement of ongoing and continuous compliance in connection with a moratorium application under CGS § 8-30g. In fact, while the requirements for an application are set forth specifically in the statute and Regulations, such requirements do not include any reference to or requisite evidence of ongoing compliance.

CGS Section 8-30g(l)(4)(A) provides that "The commissioner shall issue a certificate of affordable housing project completion for the purposes of this subsection upon finding that there has been completed within the municipality one or more affordable housing developments which create housing unit-equivalent points" equal to the number set forth in the statute. The statute further sets forth that documentation to be submitted "shall include the location of each dwelling unit being counted, the number of points each dwelling unit has been assigned, and the reason, pursuant to this subsection, for assigning such points to such dwelling unit." CGS § 8-30g(l)(4)(B). In establishing the formula by which HUE points are awarded, the statute provides that no points shall be awarded for a unit "unless its occupancy is restricted to persons and families whose income is equal to or less than eighty per cent of the median income . . ." CGS § 8-30(g)(l)(6)

The Regulations associated with CGS § 8-30g outline in greater detail and specificity what is required in an application for a state certificate of affordable housing completion:

(1) A letter to the commissioner signed by the chief elected official of the municipality;

(2) A letter from an attorney representing the municipality, stating an opinion that the application complies with section 8-30g of the Connecticut General Statutes and this section as in effect on the day the application is submitted;

(3) On a form provided by the Department, a summary calculation of the housing unit-equivalent points required of the applicant municipality in order to qualify for a state certificate;

(4) Documentation of the existence of the required housing unit-equivalent points, in accordance with the specifications of subsection (e) of this section;

(5) The justification for claiming such points, with reference to the descriptions and point schedule set forth in section 8-30g of the Connecticut General Statutes and subsection (i) of this section;

(6) Certification by the applicant municipality that for each unit for which housing unit-equivalent points are claimed, a valid certificate of occupancy has been issued by the building official of such municipality and is currently in effect, provided that copies of such certificates of occupancy need not be submitted;

(7) Certification that the municipality has identified and deducted, or otherwise excluded from the total housing unit-equivalent points claimed, all units that as a result of action by the municipality, municipal housing authority, or municipal agency, no longer qualify, as of the date of submission of the application, as providing housing unit-equivalent points, without regard to whether the units were originally constructed before or after July 1, 1990;

(8) All documentation reflecting compliance with the notice, publication, and other procedural requirements set forth in subjection (j) of this section;

(9) A fee sufficient to reimburse the department for its costs of publication of notices as set forth in sections 8-30g-1 to 8-30g-11, inclusive, of the Regulations of Connecticut State Agencies.

Regulations of Connecticut State Agencies ("RCSA") § 8-30g-6(c).

The Regulations further provide that the following documentation shall be included to support the existence of the HUE points necessary to qualify for a moratorium:

(1) A numbered list of all dwelling units that furnish the basis of housing unit-equivalent points being counted toward the qualifying minimum;

(2) The address of each such unit; and

(3) The housing unit-equivalent points and classification claimed for each such unit.

RCSA § 8-30g-6(e).

Finally, the Regulations state that each dwelling unit claimed to provide housing unit-equivalent points toward a state certificate of affordable housing completion by virtue of a deed

restriction, recorded covenant, zoning regulation, zoning approval condition, financing agreement, affordability plan or similar mechanism shall be documented as an enforceable obligation with respect to both income qualifications and maximum housing payments, that is binding at the time of application for at least the duration required by section 8-30g of the Connecticut General Statutes at the time of the development's submission to a commission, by the submission of a copy of one or more of the following:

> (1) Deed restriction or covenant;
> (2) Zoning, subdivision or other municipal land use approval or permit containing an applicable condition or requirement;
> (3) Report, if less than one (1) year old, submitted to the municipality pursuant to section 8-30h of the Connecticut General Statutes;
> (4) Local, state or federal financing, subsidy, or assistance agreement; or
> (5) Affordability plan, if adopted by the municipality and made binding.
> RCSA § 8-30g-6(f).

The Regulations are very clear and specific, with no ambiguity as to what a municipality is required to submit with its application to demonstrate that it qualifies for a moratorium. As set forth above, the legislature, as well as the drafters of state Regulations, are well aware of how to include a provision where they want to. In this case, the authors specifically chose *not* to include evidence of continuous and ongoing compliance as a requirement for a moratorium.[2] Instead, in order to ensure overall compliance, they provided that pursuant to CGS § 8-30h developers are required to submit an annual certification of continuing compliance with affordability requirements to the town's zoning or planning commission, and municipalities may inspect the documents upon which such certification is based.

[2] In contrast, the drafters of the Regulations specifically considered and included a requirement of documentation of compliance in a different context, requiring the submission of "documentation reflecting compliance with the notice, publication, and other procedural requirements set forth in subsection (j) of this section." RCSA § 8-30g-6(c)(8).

In accordance with that choice, the requirements in the statute and Regulations are explicitly designed to demonstrate the existence and ongoing validity of the underlying affordability restriction, not continuous compliance with such restriction. CGS § 8-30g(l)(4)(A) refers to affordable housing developments "which create" housing unit-equivalent points, while CGS § 8-30g(l)(6) measures points to be awarded based on whether occupancy "is restricted" to persons and families whose income is equal to or less than eighty per cent of the median income. RCSA § 8-30g-6(f) requires documentation only of the existence of the restriction relating to income qualifications and maximum housing payment, with all five of the permissible documents reflecting the restriction itself without reference to evidence of continual "compliance."

Contrary to Petitioners' suggestion that DOH opposes a compliance-related documentation requirement in order to avoid administrative burden, the statute and Regulations were written as they were for a reason. In practice, the idea of continuous day-to-day compliance that Petitioners propose is unachievable for rental housing. In light of the nature of the income certification process and the timing of lease-ups and rentals, compliance is always considered as of a given point in time and is subject to a number of variables, some of which are not controllable by the owner or the tenant. As a result, there will always be times of temporary noncompliance. This is not to say that an owner or municipality can or should ignore the issue of compliance, but simply that the statutory scheme provides a methodology and process to address and remedy such instances of temporary noncompliance, in the context of CGS § 8-30h. CGS § 30h sets forth how compliance is to be considered and who is responsible for ensuring it, creating an affirmative compliance obligation on the part of the owner or developer and an optional compliance role for the municipality, but specifically does not include a compliance or

oversight role of the process in the context of a moratorium application. Notwithstanding the provisions and obligations of owners and municipalities under CGS § 8-30h for developers to annually provide a certification of continued compliance, it is inevitable that there will be instances of temporary noncompliance. This reality led the drafters of the statute and Regulations to focus instead on the continuing validity of the underlying restriction, to ensure that the unit continues to be available as affordable housing.

Petitioners' position with respect to compliance and their attempts to suggest that the text of Section 8-30g includes a requirement of evidence of ongoing compliance are based on a misreading of the text as well as a fundamental misunderstanding of the nature of compliance for rental units, as set forth above.

First, the Petition incorrectly conflates the requirements of CGS § 8-30h and § 8-30g. Owners have an obligation under § 8-30h to provide annual certifications of compliance to the municipality's commission and the municipality has the option under the law to inspect income statements upon which the certification is based. The Petition, however, erroneously asserts that a developer's "failure to certify and file puts the development out of compliance with § 8-30g." (Petition at 14-15). The requirement under § 8-30h is separate from § 8-30g and nothing in either provision requires compliance with § 8-30h in order for a moratorium to be approved. In fact, § 8-30h specifically provides the remedy for noncompliance, that the owner rent the next available unit to an income-eligible household until the development is in compliance, with no reference to any implication for a moratorium application. *See, e.g.*, *Randolph v. Mambrino*, 216 Conn.App. 126, 143 (2022) ("it is axiomatic that '[w]e will not read into a [statute] words or limitations that are not there'") (internal citations omitted). Again, the Petitioners substitute what they believe the statutes should say rather than accepting what they actually set forth.

The Petition further misconstrues three sections of Regulations. The Petition misrepresents the language of RCSA § 8-30g-6(c)(2), stating that the provision requires a letter from the town attorney opining "that the application complies with state law" and therefore "clearly requires" evidence that § 8-30h reports have been filed as of that date. (Petition at 15). In fact, RCSA § 8-30g-6(c)(2) requires a letter form the town attorney "stating an opinion that the application complies *with section 8-30g of the Connecticut General Statutes and this section* as in effect on the day the application is submitted." (emphasis added). The provision in fact says nothing about § 8-30h reports since such reports are not required by § 8-30g for a moratorium application.

The Petition further argues that the requirement of a certification that certificates of occupancy for claimed units are currently in effect also requires evidence of compliance since the start of occupancy. RCSA § 8-30g-6(c)(6). There is nothing in a certificate of occupancy, however, that requires ongoing compliance with an affordability restriction. A certificate of occupancy allows a unit to be occupied based on a certification of the building official that such structure substantially conforms to the provisions of the State Building Code. RCSA § 29-252-1d. A unit can satisfy the Building Code requirement and be approved for occupancy without any consideration of the income or rent levels of who occupies the unit.

Finally, the Petition submits that RCSA § 8-30g-6(c)(7), the requirement that an application include a certification that the municipality has identified and deducted all units that "no longer qualify" for HUE points as of date of submission "implies a look back as to affordability." (Petition at 15). A reading of the full provision and related statute makes it clear that this relates only to situations in which a municipality takes specific action such that a unit is

no longer available as affordable housing and has nothing to do with looking back at compliance over the life of a restriction.

The additional specific items the Petition deems an application "must contain" for each unit for which points are claimed,[3] are wholly [created] by Petitioners and have no basis anywhere in the statute or Regulations, reflecting only Petitioners' determination of what they believe should be required by the statute. Notwithstanding Petitioners' attempts to make the language of CGS § 8-30g and its Regulations fit their desired outcome, the Town satisfied the requirements related to compliance in its application. In its application, the Town attorney certified as required that the application complies with the provisions of CGS § 8-30g and its associated Regulations in effect on the day the application was submitted, and further certified that the Town "has in effect policies and procedures sufficient to evaluate and determine compliance of affordable housing with relevant affordability restrictions and is in adherence with such policies and procedures as of the time of the application." The Town's submission of § 8-30h certifications less than one year old for both Millport Apartments and Canaan Parish, in conjunction with the other document submitted as part of the application, satisfies the documentation requirement set forth in RCSA § 8-30g-6(f).[4]

### C. Zero HUE Points Should be Subtracted For Units Demolished at Millport Apartments and Canaan Parish

- What is the legal basis for the finding that, pursuant to CGS Section 8-30g(l)(8), units demolished at the Millport Apartments and Canaan Parish would not have received any housing equivalent points had they been rebuilt subject to the original affordability restrictions?

[3] As set forth in the Petition: "a. calculation of qualifying household income for each unit; b. statement of the tenant's actual qualifying income; c. calculation of maximum monthly rent and utility payment required by § 8-30g or an assisted housing program or agreement(s); and d. statement of actual rent and utility allowance charged to the tenant." (Petition at 16-17).

[4] The Petition's arguments that the § 8-30h certifications submitted by the Town were not compliant are unavailing. As with its interpretation of § 8-30g, Petitioners read many requirements into the certification requirement of § 8-30h that simply are not required by the law.

In 2015, 22 units at Millport Apartments were demolished and in 2018, 60 units at Canaan Parish were demolished, prior to the construction of new units at the two developments. The units that were demolished were restricted to households whose income was at or below 80% of Area Median Income ("AMI"). CGS § 8-30g(l)(8) provides that "[p]oints shall be subtracted, applying the formula in subdivision (6) of this subsection, for any affordable dwelling unit which, on or after July 1, 1990, was affected by any action taken by a municipality which caused such dwelling unit to cease being counted as an affordable dwelling unit."

The Petition suggests that the Calculation Memo provided for an exception to the statute whereby CGS § 8-30g(l)(8) was not applicable to the demolished units and no subtraction of points was necessary. In fact, the Calculation Memo did NOT exempt the demolished units from § 8-30g(l)(8), and concluded that the statute IS applicable to the demolished units. Because the term "affordable dwelling unit" is not defined by the statute, those included on the Affordable Housing Appeals Procedure List (the "Appeals List") are considered to be affordable dwelling units. *See* RCSA § 8-30g-2. The demolished units were affordable dwelling units listed on the Appeals List until the time of their demolition, without regard to the § 8-30g moratorium application process. The Town's demolition of the units caused the units to cease to be counted as affordable dwelling units on the Appeals List, thereby triggering the application of § 8-30g(l)(8).

Once it was established that CGS § 8-30g(l)(8) applies to the demolished units, the number of points to be deducted must be determined, "applying the formula in subdivision (6) of this subsection." CGS § 8-30g(l)(8). CGS § 8-30g(l)(6) provides that "[n]o points shall be awarded for a unit unless its occupancy is restricted to persons and families whose income is equal to or less than eighty per cent of the median income, and that "[f]amily units restricted to

persons and families whose income is equal to or less than eighty per cent of the median income shall be awarded one point if an ownership unit and one and one-half points if a rental unit."

"Median income" is defined by CGS § 8-30g(a)(7) as "after adjustments for family size, the lesser of the state median income or the area median income for the area in which the municipality containing the affordable housing development is located, as determined by the United States Department of Housing and Urban Development." The state median income is less than the area median income for the area in which New Canaan is located. In order to earn HUE points, a unit must therefore restrict affordability to households whose income is equal to or less than 80% of the state median income – the lesser of the two. The demolished units at Millport Apartments and Canaan Parish were restricted to 80% of AMI, an income level that, in New Canaan, exceeds 80% of the state median income. Because the units were restricted at an income level higher than 80% of state median income, they would have received zero HUE points when considered by the formula as the statute was written as of the date of the application. While the requirements of § 8-30g(l)(8) are applicable to the demolished units, the number of points to be subtracted under the formula is zero.

The Petition contends that the formula set forth in § 8-30g(l)(6) should be applied based on the definition of median income that was in effect at the time the units were completed and initially counted as affordable dwelling units. Any calculation of HUE points relating to a municipality's eligibility for a moratorium, however, must be considered as of the date of the application. To do otherwise would allow points to be awarded or subtracted based on historical facts and would distort the calculation to consider circumstances that are no longer in effect.

The situation here demonstrates that this approach is not only appropriate but necessary. Surely Petitioners would agree that, had the Town attempted to claim HUE points for the

demolished unit at any point between 1995 when the lesser-than test went into effect and their demolition, they would not have received any points if AMI exceeded the state median income at that time. Petitioners would rightfully argue that the Town would not have been entitled to HUE points for units restricted to households at or below 80% of AMI when § 8-30g required they be restricted to 80% of state median income, regardless of what the definition of median income was at the time they were constructed. The date of the application, not the date of construction, is the appropriate time at which to consider any calculation of HUE points, including the calculation of how many points to subtract pursuant to CGS § 8-30g(l)(8). While the statute requires DOH to subtract points for the demolished units, the application of the formula as of the date of the Town's June 18, 2024 moratorium application dictates that the number of points subtracted is zero.

D. **Conclusion**

In light of the foregoing, pursuant to the terms of CGS § 8-30g and its associated Regulations, the Certificate of Affordable Housing Project Completion that became effective on August 27, 2024 is valid and remains in effect.

Seila Mosquera-Bruno
Commissioner