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**Understanding Leases in
Plain Language**

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Understanding Leases in Plain Language

Your Presenters:

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Understanding Leases in Plain Language

- Purpose:

Understanding the language and components of a lease can add to your tool box to assist clients to become more successful tenants.

- Goals:

- Understand the main components of a lease and methods that can increase housing retention
- Consider ways to translate lease clauses to be more understandable
- Begin to develop strategies to help clients make housing retention plans: i.e., plan for a guest policy

The Lease

- A lease is a legal document.
- Even when written in plain language, it's specific, long and complex.
- Think about it, when you sign legal documents do you read them completely and thoroughly?



Keep breathing!

State of Connecticut Judicial Branch Superior Court

Rights and Responsibilities of Landlords and Tenants in Connecticut

- 30 page pamphlet
- Has useful information and resource list

Lease Definition:

A lease is a document that records the contract between the landlord (person who owns the property), and the tenant (person who rents the property).

<https://www.jud.ct.gov/Publications/hm031.pdf>

A Real Lease

Let's dig into a lease used in many Permanent Supportive Housing (PSH) subsidy programs...

*This is the Lease used by DMHAS for HUD
Continuum of Care funded grant programs.*

Your packet has a copy of the annotated lease for your reference! Slides are intended to show the lease page and sections we're discussing.

CT Lease: Starting with Page 1

LEASE

1. Parties: The parties to this Lease are: the Landlord, in this Lease, referred to as “we”, “us”, or “our”, OWNER, and the Tenant, in this Lease, referred to as “you” and “yours”, TENANT

Clarifying terms that will be used in the document, here.

2. Property: We agree to rent the following to you:
 - a) an apartment (the "apartment") located at: _____
Apt. # _____, _____, CT _____ 06 _____.
 - b) and the following furniture and appliances:
STOVE & REFRIGERATOR

Specific unit and what's included for furniture / appliances.

CT Lease: Page 1 continued

3. Terms and Rent: The term of this lease begins 6/1/2017
and ends 5/30/2018 (a total of 12 months).

a) This Lease has been signed by the parties on the condition that the Connecticut Department of Mental Health and Addiction Services (DMHAS) will promptly execute a Housing Assistance Payments Contract (Contract) with us. Accordingly, this Lease shall not become effective unless the DMHAS has executed such a contract by the first day of occupancy specified in the Lease.

Rental Assistance programs also often have a contract between Agency and Landlord.

b) The total rent is \$ 900.00 per month, payable to us in advance on the first day of each month of the term of the Lease. Payment shall be made to our address set forth in paragraph 5.

Rent is due BY the first of the month.

CT Lease: Page 1 continued

- c) Of the total monthly rent, \$ 700.00 shall be payable by DMHAS as housing assistance payments on your behalf and \$ 200.00 shall be payable by you. The amounts shall be subject to change by reason of changes in your family's income, family composition, or extent of exceptional medical or other unusual expenses, in accordance with HUD established schedules and criteria; or by reason of adjustment by the DMHAS of any applicable allowance for utilities and other services. Any such change shall be effective as of the date stated in a notification to you.

Client must inform program about income changes right away!

- d) Security Deposit: The amount of security deposit paid by _____ is \$ _____ (insert amount or state "None") **Plan ahead, please.**

CT Lease: Page 2

e) Use of Apartment: You will use the apartment strictly for residential purposes for yourself and your family. You will not sublease the apartment or let anyone other than those listed below live in the apartment:

Very important, only and all tenants are listed here on the lease. If a person is not listed, they are not a tenant. What does “residential purposes” mean, and how do you explain this to your client?

When Looking at Lease Sections,
Consider your **Client** and one
Question You Must Ask:

*How do you think that
will impact your housing?*

CT Lease: Page 2 continued

4. Utilities:

We will pay the utilities checked with “we” and you will pay the utilities checked with “you”.

General Electricity YOU Range WE Hot Water WE Heat WE
Cooking Fuel YOU Refuse Removal WE Refrigerator WE

Who pays for what in the apartment? Usually we aim to have Heat and Hot Water included in the rent. Tenant pays for electricity. Cooking fuel is usually electricity, too.

CT Lease: Page 2, continued

5. Notices: Our notices will be in writing and will be given/sent to you at the apartment; your rents and your notices, which shall be in writing, will be given/sent to us at:

Our Name	Address	Phone
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In case of emergency, you will contact the following person:

Name	Address	Phone
------	---------	-------

Contact information for landlord.

How could you help a client keep this information readily available?

Where would you suggest the keep this contact information?

CT Lease: Page 3

6. Your Duty to Maintain the Apartment: You will maintain the apartment in a clean and neat condition and at all times comply with the provisions of the Housing Quality Standards of HUD, State and Local Health and Housing Code Requirements.

How would you discuss NEAT and CLEAN with your client?

What are their skills and knowledge about how to clean?

What tools and supplies are needed?

7. Alterations: No substantial alteration, addition, or improvements will be made by you in or to the apartment without prior written consent. Such consent will not be unreasonably withheld, but may be conditioned upon your agreeing to restore the apartment to its prior condition before moving out. If you receive our permission to make any changes, every item you install in the apartment will immediately be our property unless otherwise agreed to in writing, but you may use them until the Lease expires.

The tenant cannot change or install anything in the apartment without written permission! If the landlord gives permission to install something, it becomes the landlord's property ...unless they agree differently in writing.

CT Lease: Page 3, continued

8. Noises; Peace and Quiet: You agree not to allow in your apartment any excessive noise or other activity which disturbs the peace and quiet of other tenants in the building. We agree to prevent other tenants and other persons in the building or common areas from similarly disturbing your peace and quiet. We agree that we, and that no one acting by or through us, will disturb your peace and quiet.

Peace and quiet is different for different people. How would you work on this issue with your client?

9. Subleasing: You will not assign this Lease or sublet the apartment without our written consent and the written consent of the Department of Mental Health and Addiction Services, or its agent. Such consent shall not be withheld without good reason. This paragraph shall not prevent you from accommodating guests for reasonable, short periods of time.

It's not okay to sublet the apartment or let others live there. If the client does this, they are probably going to lose the apartment and the subsidy.

What does "reasonable, short period of time" for guests mean to your client?

What questions would you ask them to help make a plan for guests? Think about the peace and quiet topic, too.

CT Lease: Page 4

10. Termination: Upon termination of this Lease, you will leave the apartment, remove all personal property belonging to you, and leave the apartment as clean as you found it (normal wear and tear excepted).

When it's time to leave, cleaning out the unit is important. It's also important in getting a security deposit back!

Questions?

CT Lease: Page 4, continued

WE AGREE TO:

Landlord Responsibilities

11. **Maintenance:** We will maintain the apartment in a fit, habitable, and structurally sound condition and we will otherwise comply with the provisions of Chapter 830 of the Connecticut General Statutes, as amended, and the Housing Quality Standards which state the minimum Housing Quality Standards for participation of existing apartments in the Continuum of Care Housing Assistance Payments Program. A copy of the Housing Quality Standards may be found at <http://portal.hud.gov/hudportal/documents/huddoc?id=52580.pdf>

We will maintain the apartment and all equipment provided with it, as well as common areas, facilities and equipment provided for your use and benefit, in compliance with Housing Quality Standards on the basis of which this Lease was approved by the DMHAS, and respond in a reasonable time to your calls for services consistent with said obligation. Where applicable (as in case of multi-unit buildings), such maintenance with respect to common areas, facilities and equipment shall include cleaning, maintenance of lighting and equipment, maintenance of grounds, lawns and shrubs; and removal of snow and ice. Where security equipment and services are to be provided by us, they are as follows:

(Specify, or state “No schedule”). **This may be “as needed”**

Extermination services will be provided by us as conditions may require. If such services are to be provided on a scheduled basis, the schedule is as follows:

(Specify, or state “No schedule”).

We will not discriminate against you in the provision of services or in any other manner, on the grounds of Age, Ancestry, Color, Criminal Conviction, Familial Status, Lawful Source of Income, Learning Disability, Marital Status, Mental Disorder, National Origin, Physical Disability, Race, Religion, Mental Retardation, Sex, Sexual Orientation, Use of a Guide Dog, or on any other grounds specified by federal or state law or regulation.

Connecticut has strong anti-discrimination laws!

CT Lease: Page 5

Inspections: We may not enter the apartment before the termination date of the Lease, except to inspect the premises, to make repairs, or to show the apartment to prospective tenant or purchaser. We will contact you before such entry in order to arrange a time which would not unreasonably disturb you. Only in case of an emergency may entry be made without prior consent. If such an emergency entry is made, you will be notified.

The landlord will give notice to enter, or just enter the unit in an emergency. What does your client need to think about with this possibility?

Repairs: We agree to complete the repairs listed below by the following dates:

- | | <u>Repairs</u> | <u>Date</u> |
|-----|---|-------------|
| 12. | <u>Destruction of the Apartment:</u> If the apartment is rendered uninhabitable by fire, flood, or other natural disaster during the term of this Lease, or by operation of law, this Lease will be terminated. | |
| 13. | <u>Additional Provisions:</u> If any, they are attached, dated, initialed by both parties, and are a part of this Lease. | |
| 14. | <u>Changes:</u> No changes or additions to this Lease will be made except by written agreement between you and us. This Lease and any attachments represent the entire agreement between you and us. | |

Usually, the lease cannot be changed without a written agreement.

CT Lease: Page 5, continued

15. TERMINATION OF TENANCY:

- a. General: We may not terminate your right to occupy the apartment except for the following reasons:
 - i. Material noncompliance with the Lease. [\(see c. below\)](#)
 - ii. Material failure to carry out your obligations under the State's Landlord and Tenant Act (Chapter 830 of the Connecticut General Statutes).
 - iii. Other good cause, which may include your refusal to accept a modification of the Lease form approved by DMHAS.

All terminations must be in accordance with the provisions of local law and the State of Connecticut's Landlord and Tenant Act and subparagraph c of this paragraph.

What are the causes for the tenant to lose their tenancy? Not following the lease terms.

CT Lease: Page 6

- b. NOTICE OF GOOD CAUSE: Your conduct cannot be considered “other good cause” under paragraph 15(a) (iii) unless we have given you prior notice that your conduct constitutes grounds for ending your Lease. We must serve the notice in the same manner as that provided for in paragraph 5.

If the tenant is not keeping the lease terms, the landlord has to provide notice in writing. If it's formal, it's usually a Notice To Quit.

CT Lease: Page 6, continued

- c. MATERIAL NONCOMPLIANCE: The term “material noncompliance with the Lease” includes: **Explaining the specific reasons for terminating a lease:**
- i. One or more substantial violations of the Lease.
 - ii. Repeated minor violations of the Lease which disrupt the livability of the building, adversely affect the health or safety of any persons or the right of any tenant to the quiet enjoyment of the leased apartment and related facilities, interfere with the management of the building or have an adverse financial effect on the building.

Interrupting peace and quiet, or management, or causing a problem that costs money to fix.
 - iii. Non-payment of rent or any other financial obligation due under the Lease (including any portion thereof) beyond any grace period permitted under state law. The payment of rent or any other financial obligation due under the Lease after the due date but within the grace period permitted under State law will constitute a minor violation.

This covers the tenant owing money to the landlord. It's minor if in the grace period, serious if paid after grace period.

CT Lease: Page 7

d. TERMINATION NOTICE:

- (1) We must give you a written notice of any proposed termination of the Lease, stating the reasons and that the Lease is terminated on a certain day and advising you that you have an opportunity to respond to us.

Landlords must give written notice, say why the tenant's lease is being terminated, and give the tenant the opportunity to respond.

- (2) When a termination notice is issued for “other good cause” paragraph 15 (a) (iii), the notice will be effective, and it will so state, at the end of a term and in accordance with the termination provisions of the Lease, but in no case earlier than 30 days after you receive the notice. Where the termination notice is based on a material noncompliance with the Lease or material failure to carry out the obligations under the State Landlord and Tenant Act and paragraphs 15 (a) & (b) of this Lease, the time of service must be in accordance with the Lease and State law.

The tenant must get written notice and a date 30 days or more after the notice.

- (3) If any judicial action is instituted to evict you, we may not rely on any reasons which are different from the reasons which we stated in the notice to you. A copy of the notice must be furnished to the Department of Mental Health and Addiction Services at the same time we send the notice to you.

If the landlord is trying to evict a tenant, they can't change the reasons why, once started.

CT Lease: Page 7, continued

- e. MODIFICATION OF THE LEASE FORM: We may, with the prior approval of the Department of Mental Health and Addiction Services, modify the terms and conditions of the Lease form effective at the end of the first term or a following term, by serving an appropriate notice to you, together with the offer of a revised Lease or an addition revising the existing Lease. This notice and offer must be received by you at least 30 days prior to the last day on which you have the right to terminate tenancy without being bound by the modified terms and conditions. You may accept the modified terms and conditions by executing the revised Lease or the revised addition which we offer you, or you may reject the modified terms and conditions by giving us written notice in accordance with the Lease that you intend to terminate the Lease. Any increase in rent must in all cases be governed by HUD requirements for the Continuum of Care Program.

Changes to the lease must happen in advance, and the tenant must be offered the option to end the lease with more than 30 days' notice. In this case, the Rental Assistance Program (DMHAS) also has to know and agree.

CT Lease: Page 8

16. Notwithstanding anything to the contrary contained in the Lease, any provision, term, condition, covenant or agreement of the Lease which falls within the classifications below shall be inapplicable.

The following don't apply, even if an agreement with the landlord is different!

- (1) CONFESSION OF JUDGMENT: Consent by the Tenant to be sued, to admit guilt, or to accept without question any judgment favoring the Landlord in a lawsuit brought in connection with the Lease.

The tenant can say they're guilty or accept to be sued – but Landlord can't use this against them!

- (2) SEIZE OR HOLD PROPERTY FOR RENT OR OTHER CHARGES: Authorization to the Landlord to take property of the Tenant and/or hold it until the Tenant meets any obligation which the Landlord has determined the Tenant has failed to perform.

The landlord cannot take or hold tenant property!

- (3) EXCULPATORY CLAUSE: Prior agreement by the Tenant not to hold the Landlord or its agents legally responsible for acts done improperly or for failure to act when it was required to do so.

The tenant can't excuse the landlord from being responsible and acting responsibly.

- (4) WAIVER OF LEGAL NOTICE: Agreement by the Tenant that the Landlord need not give any notices in connection with (i) a lawsuit against the Tenant for eviction, money damages, or other purpose, or (ii) any other action affecting the Tenant's rights under the Lease

If the tenant says the landlord doesn't have to give notice, they still have to give legal notice.

CT Lease: Page 8, continued

- (5) WAIVER OF LEGAL PROCEEDINGS: Agreement by the Tenant to allow eviction without a court determination.

The tenant cannot agree to being evicted without going to court for the decision.

- (6) WAIVER OF JURY TRIAL: Authorization to the Landlord's lawyer to give up the Tenant's rights to trial by jury.

The tenant can say they waive their right to a jury trial, but they keep that right.

- (7) WAIVER OF RIGHT TO APPEAL COURT DECISION: Authorization to the Landlord's lawyer to give up the Tenant's right to appeal a decision on the ground of judicial error or to give up the Tenant's right to sue, to prevent a judgment from being put into effect.

Similarly, the tenant doesn't give up their right to appeal or sue even if they said so to the landlord's lawyer.

- (8) TENANT CHARGEABLE WITH COST OF LEGAL ACTIONS REGARDLESS OF OUTCOME OF LAWSUIT: Agreement by the Tenant to pay lawyer's fees or other legal cost whenever the Landlord decides to sue the Tenant whether or not the Tenant wins.

Tenant's agreement to pay legal fees will not hold.

CAUTION: Many of these conditions on Page 8 would NOT hold in a typical lease.

CT Lease: Page 9

17. **We hereby notify you that an operative fire sprinkler system [does / does not] exist at the apartment.**

If an operative fire sprinkler system exists at the apartment in accordance with the foregoing paragraph, its last day of maintenance and inspection was

_____.

As used in this paragraph, the term "fire sprinkler system" means a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish or prevent its further spread.

This is a newer component, informing tenants about fire sprinklers and if they are in the apartment. One option will be circled.

CT Lease: Page 9, continued

18. The parties to this Lease agree that we have disclosed to you the possible presence of lead-based paint and/or lead-based paint hazards in the apartment, that you have received the most current version of the Protect Your Home From Lead In Your Home pamphlet approved by the federal Environmental Protection Agency, and that both parties have completed a lead based paint disclosure statement.

Everyone needs to be informed about lead-based paint hazards. Children should be housed in newer or already rehabilitated units.

CT Lease: Page 9, continued

WHEREFORE, we, the undersigned, agree to this Lease, by signing two copies (one to be kept by you and one by us).

This is the landlord's side

LANDLORD (print name)

(Signature)

(Date of Signature)

(Signature)

(Date of Signature)

Tenant prints name

TENANT (print name)

Tenant's signature

(Signature)

Date signed

(Date of Signature)

Only used by 2nd Adult Tenant

(Signature)

Only used by 2nd Adult Tenant

(Date of Signature)

Now, for a pause



your choice...



1st Sample Plain Language Lease (PA)

RESIDENTIAL LEASE

THIS IS A RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE. THIS IS A LEGAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD. READ THIS LEASE CAREFULLY BECAUSE TENANT GIVES UP CONSUMER RIGHTS. IF TENANT DOES NOT UNDERSTAND ANY PARTS OF THIS AGREEMENT, SEEK THE HELP OF AN ATTORNEY BEFORE SIGNING.

1) NAMES OF LANDLORD AND TENANT(S)

- a) Name of Landlord/Rental Agent: _____ Phone # 610-xxx-xxxx
- b) Address: XXX St., Allentown, PA 18104
- c) Bank account to make rent deposits: Bank of America Account # _____
- d) Name of Tenant(s): _____

2) LEASED PROPERTY

- i) a) The leased property is the location Landlord agrees to rent to Tenant.
It is a: _____ Single Home, _____ Apartment, _____ Other
- ii) The words "leased property" refer to the type of residence above.
- b) The exact address is:
_____ Street, Philadelphia, PA 19121
- c) The following items are part of the leased property: STOVE/OVEN, MICROWAVE, REFRIGERATOR, DISHWASHER, WASHER/DRYER, HOT WATER HEATER, ELECTRIC HEAT PUMP AND CENTRAL AIR SYSTEM

2nd Sample Plain Language Lease (PA)

LEASE AGREEMENT

This Lease is a legally binding contract. Read it carefully. You will give up certain of your rights as a Tenant. Do not sign it until each tenant understands all of its terms. If you do not meet your Lease responsibilities, you may (1) lose your Security Deposit, (2) be forced to move out of the property, and (3) be sued for money damages.

The Landlord has made every effort to make this lease easy to read and understand. If you do not understand any part of this Lease, please ask Landlord for a written explanation before signing the Lease. The preprinted portions of this lease have been preapproved as being in “plain language” by the Pennsylvania Attorney General. The typed or written-in portions and attachments (unless otherwise indicated) have not been reviewed by the Attorney General.

Resources



https://ctlawhelp.org/files/pamphlets/housing/tr_general_information.pdf

Additional Resources

- Rights and Responsibilities of Landlords and Tenants in Connecticut, State of Connecticut Judicial Branch Superior Court
<https://www.jud.ct.gov/Publications/hm031.pdf>
- Local Housing Advocacy & Legal Aid organizations
- HUD Resources Tenant Rights, Laws and Protections: CT
<https://portal.hud.gov/hudportal/HUD?src=/states/connecticut/renting/tenantrights>

Next Steps:

- Preparing your client for housing, from the start
- Following information from Iain De Jong's April 2017 training.
- Also see on cceh.org from the webinar:

Housing Solutions for Challenging Clients

Remember your Tools!

You may have some of these, from:

Housing Solutions for Challenging Clients

- Tool #4: Build Natural Supports
- Tool # 5: Critical Time Intervention
- Tool #6: Motivational Interviewing
- Tool # 7: Take care of landlords
- Tool #8: Reality Conversations

Challenges identified by Meghann Cotter, Micah Ecumenical Ministries

- Moving all their friends in
- Housing higher barrier people introduces new problems (24-hours, money management, household management..)
- Long-time homeless people had been in shelters and on the street so long that they lacked most skills of surviving on their own.
- Stability typically took 6-9 months and not all neighbors and landlords were that patient
- **Can't assume because someone signs a lease that that means they understand what it takes to maintain housing.**

The Housing-Based Case Manager

- A housing-based case manager is an organized and trained professional that acts as a positive change agent in holistically assisting individuals / families in achieving and maintaining housing, while concurrently promoting awareness and teaching strategies that reduce the likelihood of a return to homelessness in the future.
- ***Iain De Jong, OrgCode Consulting***

Practical Methods

- ... to Engage Progressively:
 - Give people an opportunity to demonstrate what they know how to do, rather than assuming they know how to do nothing.
 - Do not assume that your approach to doing work is the only way or always the right way
 - Separate skill issues from motivation issues.
 - Use expectations rather than rules
 - Clearly establish timelines for task completion

Practical Methods, cont.

- ...to Apply a Recovery Orientation:
 - Establish crisis plans and approaches for maintaining housing stability.
- ...Housing:
 - Keep the housing plan short and specific
 - First things first – get housing stable before moving on to bigger issues
 - Accept that many of the people you are supporting will remain in poverty, continue to have major life events compounded by things like trauma, struggle with housing stability and social isolation.

Improving Outcomes:

Additional insights from Iain De Jong

- ✓ Interest diminishes if 1st engagement is driven by crisis rather than voluntary interest.
- ✓ Prompt follow through when there is expressed interest is important.
- ✓ Random control trials (Katz et al, 2001) show follow-up visits soon after moving in decreases drop-out and future refusal rates.
 - * Move-in Mon-Weds, follow up in 2 days!
 - * Discuss/ Role play the move-in before it happens
 - * Book a time to meet – then be early.
 - * Pick out furniture in advance
- ✓ Active rather than passive approaches are necessary if a participant begins to disengage or misses visits / appointments.
- ✓ Use an Objective-Based Approach:

Hi (name) good to see you today. We have xx minutes for our visit. As we talked about on (date of last visit) we agreed we would talk about:

 - A. _____
 - B. _____
 - C. _____

At the end of dealing with those objectives for today, we will select some objectives for our next visit.

The Question You Must Ask:

How do you think that
will impact your
housing?

On Move – In Day

- Do a walk-through. Exude positivity.
- Have your cleaning kit ready and roll up your sleeves WITH your client.
- Arrange for furniture and basic supplies to be delivered.
- Provide orientation to building & community.
- Review fire safety plan & safe appliance use.
- Make sure lock & keys work, discuss strategies for lost keys.
- Encourage meeting neighbors

See cceh.org for more details & information from Iain's training .

5 Necessary First-Month Functions

- 1. Crisis Plan
- 2. Budget
- 3. First Case Plan
- 4. Risk Assessment
- 5. Personal Guest Policy
 - Intent is to help the client define who can visit, when, and who is responsible for actions of guests.
 - Can be turned into a fun project.
 - Idea should be introduced during housing search, discussed during move-in, and completed during first two home visits.

Types of Questions to Ask to Help Form the Guest Policy

- What time of day do you want to allow (or not allow) guests?
- Is there anyone that you don't want at your apartment (even if you hang out with them somewhere else)?
- Is there anybody you'd only invite over on certain days or certain times?
- If someone comes over with a friend, and you don't know the person, is that alright with you?
- If a guest damages something in the building, who is responsible?
- Are there any activities, language or other things that you do not want happening in your apartment?

Guest Policy Questions, cont.

- If people want to crash on your floor or couch, is that cool with you? What if it is against your lease?
- If people want to smoke drugs in your apartment, how will you make sure that doesn't result in you getting evicted?
- If a buddy wants to “borrow” your apartment for a couple of hours to have a date with his girlfriend, is that okay with you?
- If people get in a fight – including a fight with you – how will you respond and not lose your apartment?
- Can people eat your food or use your things?
- What can you do to make sure there are no noise complaints?

Check out the blog on <http://orgcode.nationbuilder.com/blog>

Remember

- Change is hard, but possible.
- Humans don't like change, but it's necessary.
- How do you react to change?
- Most humans react emotionally, first!
- How to you encourage others to consider change?

Contact

- For any follow-up questions or ideas, contact Crane:

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