

STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
1511 PONTIAC AVENUE, BUILDING 69-1
CRANSTON, RI 02920

IN THE MATTER OF: SPLIT ROCK CORPORATION, RESPONDENT.	DBR No. 21-MHP-1
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CONSENT AGREEMENT

It is hereby agreed by and between the Division of Commercial Licensing of the Rhode Island Department of Business Regulation (“Department”) and Split Rock Corporation D/B/A Split Rock Mobile Home Park (“Respondent”) as follows:

1. Respondent operates Split Rock Mobile Home Park (the “Park”) located at 480 South County Trail, Exeter. The Park contains 49 homes.
2. The Department first issued the Park a license in 1989, License No. MHP.0000015.
3. Respondent’s license most recently expired on December 31, 2021.
4. On or about November 5, 2021, the Department received a complaint from the Town of Exeter regarding deficiencies within the Park. The deficiencies related to the poor condition of the roads and the condition of the electrical service poles. The Town of Exeter notified the Respondent and the Department that the Town-issued license for Split Rock Corporation may not be renewed because of the listed deficiencies.
5. On November 10, 2021, the Department’s Chief Public Protection Inspector conducted an inspection of the Park and confirmed the deficiencies. Among the problems found were the poor condition of the roads with some areas devoid of asphalt, large rocks protruding from the road surface, potholes and steep drop offs at the road’s shoulders. He observed that some of the

electrical service poles were found to be rotting, supported by guy wires attached to living vegetation, and noted the low clearance height of the electrical wires over the mobile home's roofs all of which the Town alleged was not compliant with the State Building Code.

6. On November 29, 2021, the Department's Inspector sent a letter to Mr. Richard Palmer, President of Split Rock Corporation, outlining the issues found at the Park and corrective measures needed.

7. On December 21, 2021, a meeting was held at the Park to discuss the deficiencies and to formulate a plan to rectify them. Present at the meeting were John Mancone, Chief Public Protection Inspector for the Department; Richard Palmer, owner of Split Rock Mobile Home Park and his attorney Paul Bogosian, Esq.; Ronald DeFrancesco, Exeter Building Inspector; James McGovern, Exeter Electrical Inspector; and Michael Martin, a licensed electrical contractor hired by Mr. Palmer.

8. At the December 21st meeting it was confirmed that Mr. Palmer had taken care of many of the road issues, although they are still in poor condition, and that Mr. Palmer had begun to replace several of the electrical service poles. It was decided that Mr. Palmer and Attorney Bogosian would present the Department and the Town a plan of action to remedy the ongoing park deficiencies (the "Plan"), which said Plan was contained in correspondence from Attorney Bogosian to the Exeter Town Clerk dated December 30, 2021, on which was the Department was copied.

9. The Town of Exeter has not renewed Park's license, however, such renewal is pending before the Town Council, which is awaiting the Department's response to the Plan.

10. To date, the Park has submitted to the Department all required application materials necessary to renew its Mobile Home Park license for 2022.

11. The Department has received complaints regarding Split Rock Mobile Home Park in the past. An inspection conducted on 10/16/2018 found poor roads, poor water pressure, overgrowth

of noxious weeds and an abandoned motor home. Mr. Palmer addressed these issues to the satisfaction of the Department and no further action was taken.

Relevant Law

12. R.I. Gen. Laws § 31-44-1(9) provides: “‘Mobile- and manufactured-home park’ or ‘park’ means ‘a plot of ground upon which four (4) or more mobile and manufactured homes, occupied for residential purposes are located.’”

13. R.I. Gen. Laws § 31-44-1.7(a) provides: “[a] person shall not operate a mobile and manufactured home park without a license.” Said license must be renewed annually.

14. R.I. Gen. Laws § 31-44-1.7(c) provides:

An annual license shall be granted and renewed by the department based upon the filing of:

- (1) Leases and regulations that are applicable to the park;
- (2) Certification by the municipality in which the park is located that it is in compliance with all applicable land use regulations of the municipality;
- (3) Certification from the appropriate state agencies or municipal departments that the park has an adequate and operational sewage disposal system and water supply and that all applicable state and local taxes have been paid;
- (4) Payment of an annual fee of fifteen dollars (\$15.00) per occupied site in the park; and
- (5) The applicant files a fee schedule with the department.

15. R.I. Gen. Laws § 31-44-10 provides that “[a]ny person who violates the licensing provisions of this chapter may be fined by the department an amount not in excess of five thousand dollars (\$5,000), lose their license according to prescribed procedure, after a hearing.”

R.I. General Law § 31-44-9.1. provides that “in addition to any other remedy authorized by law, equity or regulation, the director of the department may order, following notice and opportunity to be heard, the owner and residents of any mobile and manufactured home park to pay monthly rents directly to an interest bearing escrow account established by and under the control of, the director and may make the payment of those

amounts to the owner of the mobile and manufactured home park contingent on the owner's submission of satisfactory evidence of compliance with all orders of the director. Upon submission of evidence of compliance, the director shall promptly cause any escrowed rents to be paid to the owner.”

Conditions

16. In order to resolve this matter without an administrative hearing, the Department agrees to renew the License for the remainder of the 2022 licensing year with the following conditions:

- a. Respondent shall provide written status updates to the Department every three (3) months, commencing June 1, 2022, detailing any upgrades and maintenance performed to the roads and any repair and replacement of the electrical service poles as proposed in the Plan.
- b. Respondent shall submit to the Department copies of the building permits for the repair and replacement of the electrical service poles.
- c. Respondent shall continue to seek the renewal of its license with the Town of Exeter and will notify the Department when this has been completed.
- d. Respondent shall comply with all statutory requirements pursuant to R.I. Gen. Laws Chapter 31-44, under which Respondent holds this License.
- e. The Department will not seek a monetary penalty at this time but reserves the right to seek a penalty under R.I. Gen. Laws § 31-44-10 for failure to comply with any term of the Consent Agreement.

17. Waiver of Hearing and Appeal. By agreeing to enter into this Consent Agreement, Respondent knowingly and voluntarily waives any right to an administrative hearing and waives any right to pursue an appeal to the Superior Court under the Rhode Island Administrative Procedures Act, R.I. Gen. Laws Chapter 42-35, as to the contents of this Consent Agreement.

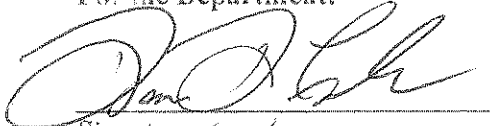
18. Enforcement. If Respondent fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, following notice to the Respondent and a hearing thereon Respondent may be found in violation hereunder and the Department shall be entitled to immediately take enforcement or other action in accordance with applicable law.

19. Compliance; Laws. Compliance with the terms of this Consent Agreement does not relieve Respondents of any obligation to comply with other applicable laws or regulations administered by or through the Department or any other governmental agency.

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Signature Page

For the Department:

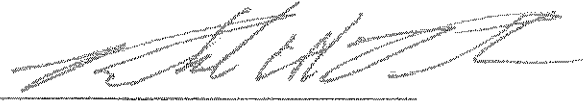


Signature

Date: 3/31/22

Donald DeFedele
Associate Director

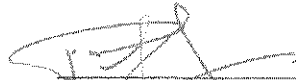
For Respondent:



Signature

Date: 3/31/22

Richard Palmer, President
Split Rock Corporation
Respondent



Signature

Date: 3/31/2022

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Paul Bogosian, Esq.
Counsel for Respondent