

**STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
CONTRACTORS' REGISTRATION AND LICENSING BOARD
560 JEFFERSON BOULEVARD, SUITE 200
WARWICK, R.I. 02886**

Victor Piccoli,	:	
Complainant	:	
	:	
v.	:	CRLB Claim #C10008
	:	
John DaSilva	:	
John DaSilva Home Improvements	:	
Respondent	:	

DECISION

I. INTRODUCTION

This matter arose pursuant to a Notice of Complaint Hearing issued on January 7, 2021 by the Department of Business Regulation Contractors' Registration and Licensing Board ("Board") to Victor Piccoli ("Complainant") and John DaSilva ("Respondent"). A further Notice of Complaint Hearing ("Notice") was issued on February 3, 2021. This matter arose out of a complaint filed pursuant to R.I. Gen. Laws § 5-65-1 *et seq.* by the Complainant on or about June 1, 2020 with the Board regarding work performed by the Respondent. A hearing was scheduled for March 2, 2021 at which time the Respondent did not appear. Pursuant to R.I. Gen. Law § 5-65-6 and § 1.15.1 of 440-RICR-10-00-1 *General Rules and Regulations for Applications, Registration, Licensing, Claims, Violations, and Administrative Hearings* ("Regulation"), service may be made by first-class mail or certified mail and service is complete upon mailing when sent to the last known address of the party.¹ Since the Respondent was adequately noticed of hearing, a hearing was held before the

¹ The hearing was initially scheduled for February 1, 2021 but when no one appeared, the hearing was continued to March 2, 2021 and all parties were re-noticed by the Notice sent on February 3, 2021. Matthew Lambert, State Building

undersigned on March 1, 2021.² Additionally, § 1.17 of the Regulation³ provides that a default judgment may be entered based on pleadings and/or evidence submitted at hearing by a non-defaulting party. The Respondent is currently not registered as a contractor pursuant to R.I. Gen. Laws § 5-61-1 *et seq.*⁴ However, the Board still has jurisdiction in disciplinary proceedings over the Respondent pursuant to R.I. Gen. Laws § 5-65-10(a)(10) and (e) and § 1.9.1 of the Regulation. The Complainant's son appeared for his father and rested on the record.

II. JURISDICTION

The administrative hearing was held pursuant to R.I. Gen. Laws § 42-14-1 *et seq.*, R.I. Gen. Laws § 5-65-1 *et seq.*, R.I. Gen. Laws § 42-35-1 *et seq.*, and the Regulation.

III. ISSUE

Whether the Respondent violated R.I. Gen. Laws § 5-65-10 and/or R.I. Gen. Laws § 5-65-3 and/or R.I. Gen. Laws § 5-65-18 when performing work for the Complainant.

Code Official, testified that the addresses used for the Notice were the Respondent's most recent address on record with the Board from when he was a registered contractor and the other address was obtained via an address trace. He testified the Bristol address was the most recent address and the Warren address was obtained via an address trace. The Notice was sent by first class mail and certified mail, return receipt requested. The first class mail had not been returned. Complainant's Exhibit One (1) (United States Post Office tracking website for the certified mail for Respondent indicated the Notice was unclaimed at both addresses). It is noted that at hearing, the undersigned erroneously referred to the Complainant's exhibits as exhibits from the appellant. These exhibits are from the Complainant.

² The undersigned hearing officer heard this matter pursuant to R.I. Gen. Laws § 5-65-12. Due to the Covid19 pandemic, the hearing was held by remote video.

³ Section 1.17 of the Regulation provides as follows:

If any Party to a proceeding fails to answer a complaint, plead, appear at a prehearing conference or hearing or otherwise fails to prosecute or defend an action as provided by these Rules, the Hearing Officer or Board may enter a default judgment against the defaulting Party or take such action based on the pleadings and/or other evidence submitted by the non-defaulting Party as the forum deems appropriate. Challenge to such an order shall be made as a motion for reconsideration per § 1.15.6 of this Part.

⁴ Testimony of Matthew Lambert, State Building Code Official, at hearing. This will be discussed further below.

IV. MATERIAL FACTS AND TESTIMONY

David Piccoli (“Piccoli”) testified on behalf of the Complainant. He testified that he is the son of the Complainant who is elderly and has early signs of dementia. He testified that in February, 2020, the Respondent convinced his father that he needed his gutters replaced, and his father went to the bank to get money for the Respondent. He testified that his father tried to have Respondent sign a contract, but the Respondent did not sign it. He testified that the Respondent removed his father’s copper downspouts, and only replaced one (1) spout with a vinyl spout. He testified that his father drained his checking account by paying the Complainant about \$1,600. He testified that he closed his father’s checking account. He testified that he discovered that the Respondent convinced his father during the pandemic (April, 2020) to go in the Respondent’s truck to Home Depot and the Respondent bought materials from Home Depot and lunch and gas in a total amount of approximately \$500 on his father’s credit card. He testified that the materials never showed up at his father’s house. He testified that he called the police and the Respondent was charged with criminal exploitation of the elderly, obtaining money under false pretenses, and larceny to which the Respondent pled and was ordered to pay restitution of \$1,100 which has not been received. Complainant’s Exhibit Three (3) (disposition of criminal charges). He testified that he also discovered that his father’s sump pump had been replaced with an old corroded pump that he had to replace and he assumes that the Respondent took the sump pump (along with the copper downspouts which could be re-used or sold for scrap). He testified that he spent \$200 to replace the downspouts. Complainant’s Exhibit Four (4).⁵ He testified that the Respondent’s actions affected his father poorly in that it accelerated his father’s loss of independence. Complainant’s Exhibit Two (2)

⁵ The record was left open to March 5, 2021 for the further submission of documentary evidence. Complainant’s Exhibits Three (3) and Four (4) were submitted.

(complaint including the Complainant's attempt to get Respondent to sign a contract indicating a deposit, photographs of the house, police report).

Matthew Lambert ("Lambert"), State Building Code Official, testified. He testified that he inspected the Complainant's house on June 6, 2021. He testified that the downspouts had been removed and the Respondent only replaced one (1), and the vinyl was of a different color. He testified that the charges incurred by the Complainant were much more than the job was worth. He testified that the Complainant's credit card charges from the Respondent were \$424.19 for Home Depot and \$102.36 at Citgo, Subway, and Dollar General. He testified the Respondent has six (6) prior claims and seven (7) violations including this one. He testified the Respondent's registration had been suspended in August, 2019 with the Board website indicating August 1, 2019 as the effective date.⁶ He testified that the Board considered this an oral contract and under the statute, any contract over \$1,000 must be in writing. He testified that a notice of violation was issued to the Respondent, but no final order of violation was ever issued by the Board on this matter to the Respondent.

V. DISCUSSION

A. **Legislative Intent**

The Rhode Island Supreme Court has consistently held that it effectuates legislative intent by examining a statute in its entirety and giving words their plain and ordinary meaning. *In re Falstaff Brewing Corp.*, 637 A.2d 1047 (R.I. 1994). If a statute is clear and unambiguous, "the Court must interpret the statute literally and must give the words of the statute their plain and ordinary meanings." *Oliveira v. Lombardi*, 794 A.2d 453, 457 (R.I. 2002) (citation omitted). The Supreme Court has also established that it will not interpret legislative enactments in a manner that renders

⁶ See the Board's website showing Respondent's registration invalid as of August 1, 2019: <http://www.crb.ri.gov/search/contractor-summary.php> (retrieved March 2, 2021).

them nugatory or that would produce an unreasonable result. See *Defenders of Animals v. DEM*, 553 A.2d 541 (R.I. 1989) (citation omitted). In cases where a statute may contain ambiguous language, the Rhode Island Supreme Court has consistently held that the legislative intent must be considered. *Providence Journal Co. v. Rodgers*, 711 A.2d 1131 (R.I. 1998).

B. Standard of Review for an Administrative Hearing

It is well settled that in formal or informal adjudications modeled on the Federal Administrative Procedures Act, the initial burdens of production and persuasion rest with the moving party. 2 Richard J. Pierce, *Administrative Law Treatise* § 10.7 (2002). Unless otherwise specified, a preponderance of the evidence is generally required to prevail. *Id.* See *Lyons v. Rhode Island Pub. Employees Council 94*, 559 A.2d 130 (R.I. 1989) (preponderance standard is the “normal” standard in civil cases). This means that for each element to be proven, the fact-finder must believe that the facts asserted by the proponent are more probably true than false. *Id.* When there is no direct evidence on a particular issue, a fair preponderance of the evidence may be supported by circumstantial evidence. *Narragansett Electric Co. v. Carbone*, 898 A.2d 87 (R.I. 2006).

C. Relevant Statutes

R.I. Gen. Laws § 5-65-10 provides in part as follows:

(a) The board or office may revoke, suspend, or refuse to issue, reinstate, or reissue a certificate of registration if the board or office determines, after notice and opportunity for a hearing:

(1) That the registrant or applicant has violated § 5-65-3.

(3) That the registrant, licensee, or applicant has engaged in conduct as a contractor that is dishonest or fraudulent that the board finds injurious to the welfare of the public.

(9) That a registrant has engaged in repeated acts in violation of this chapter and the board's rules and regulations inclusive of substandard workmanship and any misuse of registration.

(11) That the registrant breached a contract.

(14) That the registrant has failed to complete a project(s) for construction or willfully failed to comply with the terms of a contract or written warranty.

(15) That the registrant has misrepresented his or her registration status as valid when the registration was suspended, revoked, invalidated, inactive, or unregistered as required by the board.

(c)(1) For each first violation of a particular section of this chapter or any rule or regulation promulgated by the board, a fine not to exceed five thousand dollars (\$5,000) may be imposed after a hearing by the board. Provided, further, that the board, at its discretion, may, after a hearing, impose an additional fine up to but not to exceed the face value of the contract or the actual damages caused by the contractor, whichever shall be greater. Where the claim is for actual damages, the board shall require proof satisfactory to the board indicating the damages. Where corrective work is completed as ordered by the board, the fine assessed may be reduced as determined by the board. Fines and decisions on claims or violations, inclusive of monetary awards, can be imposed against registered, as well as contractors required to be registered, by the board.

(2) For each subsequent violation of a particular subsection of this chapter or of a rule or regulation promulgated by the board, a fine not to exceed ten thousand dollars (\$10,000) may be imposed after a hearing by the board. ***

(3) For the first violation of § 5-65-3, only for nonregistered contractors, a fine of up to five thousand dollars (\$5,000) for a first offense and up to ten thousand dollars (\$10,000) for each subsequent offense shall be imposed.

R.I. Gen. Laws § 5-65-3 provide in part as follows:

Registration for work on a structure required of contractor – Issuance of building permits to unregistered or unlicensed contractors prohibited – Evidence of activity as a contractor – Duties of contractors.

(a) A person shall not undertake, offer to undertake, or submit a bid to do work as a contractor on a structure or arrange to have work done unless that person has a current, valid certificate of registration for all construction work issued by the board.

(k) A summary of this chapter, prepared by the board and provided at cost to all registered contractors, shall be delivered by the contractor to the owner when the contractor begins work on a structure; failure to comply may result in a fine.

(o) All work performed, including labor and materials, in excess of one thousand dollars (\$1,000) shall be accompanied by a contract in writing. ***

(p) Contracts entered into must contain notice of right of rescission as stipulated in all pertinent Rhode Island consumer protection laws and/or § 5-65-27, if applicable.

R.I. Gen. Laws § 5-65-18 provides in part as follows:

As applicable to and in accordance with § 5-65-1 et seq., all written contracts entered into between a contractor under this chapter and a property owner must contain a statement that the contractor, subcontractors, or materialpersons may file a lien in accordance with the Rhode Island mechanics' lien law, chapter 28 of title 34. ***

D. Whether the Respondent violated R.I. Gen. Laws § 5-65-3 and/or R.I. Gen. Laws § 5-65-10 and/or R.I. Gen. Laws § 5-65-18

Based on the testimony and exhibits, it was undisputed that the Respondent failed to complete a project and breached his contract with the Complainant in that he only replaced one downspout of the four (4) copper ones he removed. It was undisputed that the Respondent overcharged the Complainant for the work he was supposed to do, and he was not registered at the time that he agreed to do the work.

The inspection report found that the Respondent violated 1) R.I. Gen. Laws § 5-65-10(a)(3) (dishonest or fraudulent conduct); 2) R.I. Gen. Laws § 5-65-10(a)(11) (breach of contract); 3) R.I. Gen. Laws 5-65-10(a)(14) (failed to complete a project); 4) R.I. Gen. Laws § 5-65-3(a) (bid to perform work without valid registration); 5) R.I. Gen. Laws § 5-65-3(p) (not provide right of rescission); 6) R.I. Gen. Laws § 5-65-3(k) (failing to provide chapter summary); and 7) R.I. Gen. Laws § 5-65-18 (failed to have a mechanic's lien in the contract). *Id.* None of those findings were disputed. Complainant's Exhibit Two (2).

The Respondent's registration was suspended and invalid as of August 1, 2019. Thus, the Respondent was not registered when he solicited work from the Complainant. It is a violation of R.I. Gen. Laws § 5-65-3(a) to undertake work, offer to undertake work, and/or bid to work as a contractor when not registered. The Respondent also violated R.I. Gen. Laws § 5-65-10(a)(15) by working as a contractor when not registered.

R.I. Gen. Laws § 5-65-10(a)(9) provides that it is a violation to engage in repeated acts in violation of the relevant statute and regulation. The statute does not limit the violations to substandard or negligent work but references those kinds of violations as those that are included in violations of the statute or regulation. Lambert testified that the Respondent had seven (7) prior violations. In *Joanna Pertucci v. John DaSilva*, #C10016 (2/17/21), it was found that the

Respondent had at least one (1) violation for breach of contract prior to *Pertucci*. *Pertucci* found that the Respondent had failed to complete a project, breached a contract, had repeated violations, and engaged in fraudulent and dishonest conduct among other violations. In this matter, the Respondent failed to complete a project, breached a contract, and engaged in fraudulent and dishonest conduct among other violations. Thus, the Respondent has repeated violations of the registration statute which is a violation of R.I. Gen. Laws § 5-65-10(a)(9).

The Respondent also did not enter into a written contract with the Complainant. The Respondent paid the Complainant approximately \$2,000. The Respondent violated R.I. Gen. Laws 5-65-3(o) by not having a written contract for work over \$1,000.

E. Sanctions

The inspector recommended the following administrative penalties for the following violations: 1) \$500 for R.I. Gen. Laws 5-65-10(a)(3) (dishonest or fraudulent conduct); 2) \$500 R.I. Gen. Laws 5-65-10(a)(11) (breach of contract); 3) \$500 R.I. Gen. Laws 5-65-10(a)(14) (failure to complete a project); 4) \$250 for R.I. Gen. Laws 5-65-3(p) (not provide right of rescission); 5) \$250 for R.I. Gen. Laws 5-65-3(k) (failure to provide chapter summary); 6) \$250 for R.I. Gen. Laws 5-65-18 (failure to have a mechanic's lien in the contract); and 7) \$500 for R.I. Gen. Laws 5-65-10(a)(3) (bid on work without valid registration). *Id.* None of those findings were disputed. Complainant's Exhibit Three (3).

R.I. Gen. Laws § 5-65-10(c) provides for penalties up to \$5,000 for the first offences. It is a violation of R.I. Gen. Laws 5-65-10(a)(15) to work as a contractor without a valid registration. R.I. Gen. Laws § 5-65-3(a) requires the registration of contractors and provides that it is a violation to solicit work as a contractor when not registered. R.I. Gen. Laws § 5-65-10(a)(1) provides that discipline may be taken for the violation of R.I. Gen. Laws § 5-65-3. In *Pertucci*, an administrative

penalty of \$2,500 was imposed for the statutory violation of working without a registration as the Respondent became unregistered during the time he was working on Respondent's house. However, in this matter the Respondent had his registration suspended in August, 2019 and in February, 2020, he was soliciting work from the Complainant and working as an unregistered contractor. Thus, the Respondent's solicitation of work when not registered is a "first" offense violation of R.I. Gen. Laws § 5-65-3(a) but his working as an unregistered contractor in violation R.I. Gen. Laws § 5-65-10(a)(15) is a "second" offense. The solicitation of work merits an administrative penalty of \$2,500. The working while unregistered merits a higher administrative penalty than in *Pertucci* so that an administrative penalty of \$5,000 is imposed for said violation.

The inspector recommended a penalty of \$250 for failing to have a mechanic's lien in the contracts, and of \$250 for failing to provide the homeowner with a chapter summary, and of \$250 for failure to have a rescission clause in the contracts. The Respondent had administrative penalties imposed in *Pertucci* of \$500, \$100, and \$500 respectively for these three (3) violations for work performed in 2019. It is appropriate that the same violations (especially in such a short time) should merit higher penalties. Therefore, the failure to have a mechanic's lien and failure to have rescission clause each merit an administrative penalty of \$750. The failure to provide a chapter summary merits the suggested penalty of \$250 as that is an increase over the penalty in *Pertucci*. In addition, the Respondent failed to have a written contract for a project over \$1,000 which merits an administrative penalty of \$500.

The Respondent's violations of breach of contract, failure to complete a project, repeated violations, and fraudulent and dishonest conduct were not his first violations of those kind of violations. See *Pertucci*. The Respondent's actions were dishonest and reprehensible. The Respondent was charged with exploitation of an elder, obtaining money under false pretenses, and

larceny under \$1,500. The Respondent pled *nolo contendere*⁷ to exploitation of an elder and the other two (2) charges were dismissed. A judgment of conviction was entered with a sentence of two (2) years suspended; two (2) years probation; and restitution. Complainant's Exhibit Three (3).⁸

The Respondent took advantage of the Complainant and charged him for unnecessary work which he then did not complete. He took four (4) copper downspouts and replaced them with one (1) non-matching vinyl downspout. It can be inferred that he either took the downspouts for another job or sold them for scrap. His failure to complete work led to the Complainant having to hire someone else to install new downspouts. The Respondent had the Complainant buy materials which were not needed at the Complainant's expense. The Respondent took the Complainant – an elderly man – out in the middle of the COVID19 pandemic (April, 2020) when the State of Rhode Island was under stay at home orders due to the pandemic in order to buy himself materials, gas, and food at the Complainant's expense. The Respondent has had many previous violations. R.I. Gen. Laws § 5-65-10 provides that an administrative penalty of up to \$5,000 is allowed for each first violation of a “particular subsection of this chapter.” For each subsequent violation, a statutory penalty of up to \$10,000 is allowed.

The Respondent's breach of contract is at least his third offence of that particular subsection. See *Pertucci*. His failure to complete project, repeated violations, and fraudulent and dishonest conduct are at least his second offences of those particular subsections. See *Pertucci*. The Respondent's breach of contract, failure to complete project, repeated violations, and fraudulent and

⁷ *Nolo contendere* is defined as “(in a criminal case) a defendant's pleading that does not admit guilt but subjects him or her to punishment as though a guilty plea had been entered, the determination of guilt remaining open in other proceedings.” <https://www.dictionary.com/browse/nolo-contendere>.

⁸ Piccoli provided the undersigned with the record of the disposition of the Respondent's criminal charges. The undersigned takes administrative notice that these records can be found online at the Rhode Island courts' website at <https://publicportal.courts.ri.gov>. It is noted that the Respondent's address for his criminal charges and plea relating to this matter lists him at the Bristol address used for the Notice in this matter (retrieved March 3, 2021).

dishonest conduct were egregious. *Supra*. In *Pertucci*, an administrative penalty of \$10,000 was imposed for a breach of contract and administrative penalties of \$5,000 each were imposed for his failure to complete a project, repeated violations, and fraudulent and dishonest conduct. Not only are the Respondent's violations egregious but he engaged in this conduct only a short time after *Pertucci*. Thus, the maximum administrative penalty of \$10,000 for breach of contract shall be imposed as in *Pertucci*. As the other violations are at least second offenses, higher administrative penalties should be imposed. Therefore, an administrative penalty of \$7,500 each shall be imposed for failure to complete a project, repeated violations, and fraudulent and dishonest conduct.

Pursuant to R.I. Gen. Laws § 5-65-10(c), an administrative penalty of \$42,250 is imposed on the Respondent. This represents as follows: 1) \$5,000 penalty for violating R.I. Gen. Laws § 5-65-10(a)(15) (unregistered); 2) \$2,500 for violating R.I. Gen. Laws § 5-65-3(a) (soliciting work while unregistered); 3) \$750 penalty for violating R.I. Gen. Laws § 5-65-18 (mechanic's lien); 4) \$250 penalty for violating R.I. Gen. Laws § 5-63-3(k) (failing to provide chapter summary); 5) \$750 penalty for violating R.I. Gen. Laws § 5-65-3(p) (failure to include rescission clause); 6) \$10,000 penalty violating R.I. Gen. Laws § 5-65-10(a)(11) (breach of contract); 7) \$7,500 penalty for violating R.I. Gen. Laws § 5-65-10(a)(14) (failure to complete project); 8) \$7,500 penalty for R.I. Gen. Laws § 5-65-10(a)(3) (dishonest and fraudulent conduct); 9) \$7,500 penalty for violating R.I. Gen. Laws § 5-65-10(a)(9) (repeated violations); and 10) \$500 penalty for violating R.I. Gen. Laws § 5-65-3(o) (failure to have written contract for work over \$1,000).

VI. FINDINGS OF FACT

Based on the foregoing, the undersigned makes the following findings of fact:

1. The Complainant filed a complaint on June 1, 2020 with the Board regarding the work (and lack of work) performed by Respondent pursuant to an oral contract between the Complainant and the Respondent.

2. The Notice was forwarded to both parties on February 3, 2021.

3. A hearing was scheduled for March 2, 2021 at which time the Respondent did not appear. As the Respondent was adequately notified, the hearing was held with the Complainant resting on the record.

4. Pursuant to Section 1.17 of the Regulation, the Respondent is declared to be in default for failing to appear at the hearing.

5. The facts contained in Sections I, IV, and V are reincorporated by reference herein.

VII. CONCLUSIONS OF LAW

Based on the foregoing, the Respondent violated the following 1) R.I. Gen. Laws § 5-65-10(a)(15) (unregistered); 2) R.I. Gen. Laws § 5-65-3(a) (soliciting work while unregistered); 3) R.I. Gen. Laws § 5-65-18 (mechanic's lien); 4) R.I. Gen. Laws § 5-63-3(k) (failing to provide chapter summary); 5) R.I. Gen. Laws § 5-65-3(p) (failure to include rescission clause); 6) R.I. Gen. Laws § 5-65-10(a)(11) (breach of contract); 7) R.I. Gen. Laws § 5-65-10(a)(14) (failure to complete project); 8) R.I. Gen. Laws § 5-65-10(a)(3) (dishonest and fraudulent conduct); 9) R.I. Gen. Laws § 5-65-10(a)(9) (repeated violations); and 10) R.I. Gen. Laws § 5-65-3(o) (failure to have written contract for work over \$1,000).

Pursuant to R.I. Gen. Laws § 5-65-10(c), an administrative penalty of \$42,250 is imposed on the Respondent. This represents as follows: 1) \$5,000 penalty for violating R.I. Gen. Laws § 5-65-10(a)(15) (unregistered); 2) \$2,500 for violating R.I. Gen. Laws § 5-65-3(a) (soliciting work while unregistered); 3) \$750 penalty for violating R.I. Gen. Laws § 5-65-18 (mechanic's lien); 4) \$250 penalty for violating R.I. Gen. Laws § 5-63-3(k) (failing to provide chapter summary); 5) \$750 penalty for violating R.I. Gen. Laws § 5-65-3(p) (failure to include rescission clause); 6) \$10,000 penalty violating R.I. Gen. Laws § 5-65-10(a)(11) (breach of contract); 7) \$7,500 penalty for violating R.I. Gen. Laws § 5-65-10(a)(14) (failure to complete project); 8) \$7,500 penalty for R.I.

Gen. Laws § 5-65-10(a)(3) (dishonest and fraudulent conduct); 9) \$7,500 penalty for violating R.I. Gen. Laws § 5-65-10(a)(9) (repeated violations); and 10) \$500 penalty for violating R.I. Gen. Laws §5-65-3(o) (failure to have written contract for work over \$1,000).

Administrative penalties are due 20 days from the execution of this decision.⁹

Issued by R.I. Contractors' Registration and Licensing Board.

/s/ Catherine R. Warren

Entered: March 17, 20201

Catherine R. Warren
Hearing Officer

NOTICE OF APPELLATE RIGHTS

Pursuant to R.I. Gen. Laws § 5-65-20 and § 1.13.2 of the Regulation, this decision may be appealed to the full Board by requesting an appeal in writing to the Board within twenty (20) days of the date of mailing or issuance of this decision.

Any appeal shall give the specific reasons why a party believes that the findings of the hearing officer are incorrect, based on testimony or evidence received at the hearing. No new testimony or evidence will be accepted. The Board does not rehear any issues but can only accept argument as to why a wrong decision may have been reached in this case. If an appeal is filed, the parties will be notified of the date, time, and location of the Board's meeting. Either party may appear before the Board to give oral argument. Failure of either party to appear before the Board may result in an adverse decision against the party. If no appeal is filed, payment of the administrative penalties is due within 20 days as stated above.

CERTIFICATION

I hereby certify on this 17th day of March, 2021 that a copy of the within Decision and Notice of Appellate Rights were sent by first class mail, postage prepaid and certified mail, return receipt requested to Mr. Victor Piccoli, 25 Aaron Street, Bristol, R.I. 02809, Mr. David Piccoli, 1936 Cedar Road, Pasadena, MD 21122, and Mr. John DaSilva, John DaSilva Home Improvements, 15 Magnolia Street, Bristol, R.I. 02809 and 34 Croade Street, Second Floor, Warren, R.I. 02885 and by electronic delivery to James Cambio, Building Code Commissioner, Donna Costantino, Associate Director, and Matthew Lambert, State Building Code Official, Contractors' Registration and Licensing Board, 560 Jefferson Boulevard, Suite 200, Warwick, R.I. 02886.

Jenny Shaw

⁹ Payment should be made to Contractors' Registration and Licensing Board at the above address.