

Group, LLC (“Sites LLC”), and d/b/a Mapworx, LLC (“Mapworx”) (collectively “Surveyor Respondents”). The Surveyor Respondents are not registered as land surveyors pursuant to the licensing statute, R.I. Gen. Laws § 5-8.1-1 *et seq.* The Department alleged violations by the Surveyor Respondents of the land surveying act, R.I. Gen. Laws § 5-8.1-1 *et seq.*, by engaging in unregistered activities. At the prehearing conference, the Surveyor Respondents agreed to the issuance of a temporary cease and desist order from engaging in any unregistered land surveyor activities. Pursuant to R.I. Gen. Laws § 5-84-6, a temporary cease and desist order pending the resolution of this matter was entered on November 18, 2022.

The above-entitled matter numbered C-11047 and C-11091 came for a pre-hearing conference on December 14, 2022 pursuant to the Department’s Emergency Order Summarily Suspending Registration and any Renewal Thereof; Order to Show Cause Why Registration Should not be Permanently Suspended and/or Revoked; and Respondent Fined and Ordered to Cease and Desist; Notice of Violations; Notice of Hearing; and Appointment of Hearing Officer ("Contractor Notice") issued by the Department on November 21, 2022 to Christopher M. Santosuosso, individually and d/b/a Sites & Structures Group, Inc., and d/b/a Sites & Structures Group, LLC (“Contractor Respondents”). The Contractor Respondents are not registered as contractors pursuant to the contractor registration statute, R.I. Gen. Laws § 5-65-1 *et seq.* Santosuosso had been registered as a contractor on August 4, 2021 but said registration expired on August 4, 2022. The Department alleged violations by the Contractor Respondents of the contractor act, R.I. Gen. Laws § 5-65-1 *et seq.* At the prehearing conference, the Contractor Respondents agreed to the issuance of a cease and desist order from engaging in any contractor activities. Pursuant to R.I. Gen. Laws § 5-65-1 *et seq.*, a temporary cease and desist order pending the resolution of this matter was entered on December 15, 2022

In both matters, a discovery schedule was set. A full hearing for both matters was scheduled for March 16, 2023. Both matters were consolidated by order of the undersigned.¹ On March 16, 2023, the Respondents requested a continuance of the hearing. The hearing was rescheduled for May 10, 2023 at which time the Respondents did not appear. Pursuant to § 2.9 of the 230-RICR-100-00-2 *Rules of Procedure for Administrative Hearing* (“Rules”) and § 1.17 of 440-RICR-10-00-1, *General Rules and Regulations for Applications, Registration, Licensing, Claims, Violations, and Administrative Hearings* (“Contractor Rules”), service may be made by hand-delivery or first-class mail and service is complete upon mailing when sent to the last known address of the party. Pursuant to R.I. Gen. Laws § 5-65-6, a notice for a contractor is to be made by certified mail to the last known address on record. In this matter, the Contractor Notice and Surveyor Notice were sent to the Respondents’ last known addresses by first class and certified mail. The hearing date of May 10, 2023 was chosen by the parties as an acceptable date. Department’s Exhibit 30.² Additionally, § 2.21 of the Rules and § 1.17 of the Contractor Rules provide that a default judgment may be entered based on pleadings and/or evidence submitted at hearing by a non-defaulting party. The Department was represented by counsel who 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 § 5-8.1-1 *et seq.*, R.I. Gen. Laws § 42-35-1 *et seq.*, the Rules, and the Contractor Rules.

¹ See email dated March 16, 2023.

² Prehearing conferences were held in both matters. After the prehearing conferences, the parties communicated by email. A hearing date of May 10, 2023 was chosen based on both parties indicating by email their availability on that date. The scheduling email was sent on March 29, 2023 by the undersigned to both parties. Department’s Exhibit 30.

III. ISSUE

Whether the Surveyor Respondents violated R.I. Gen. Laws § 5-8.1-1 *et seq.*, and whether the Contractor Respondents violated R.I. Gen. Laws § 5-65-10 and R.I. Gen. Laws § 5-65-3(o).

IV. MATERIAL FACTS

Based on the pleadings and undisputed evidence, the following is a recitation of the material facts in this matter.

Charles Lent (“Lent”), a professional licensed surveyor (“PLS”) licensed by the Department, filed a complaint with the Department on August 3, 2021 regarding Santosuosso. Santosuosso performed three (3) surveys for a property in East Providence. All three (3) plans included Lent’s name and PLS registration number; though, Lent had no knowledge or involvement in the plans and had not approved the stamping or signature. One plan was dated January 26, 2021 with the business name, Mammoth, and indicated that Santosuosso drew the plan and Lent reviewed the plan. One plan was dated January 26, 2021 with the business name, Sites LLC, and indicated that Santosuosso drew the plan and Lent reviewed the plan. The Mammoth and Sites LLC plan each included Lent’s name and PLS stamp and signature. The third plan was dated January 26, 2021 and did not include a business name but included Lent’s name and PLS registration number. Santosuosso forged Lent’s signature and PLS stamp on the Mammoth and Sites LLC plans. Department’s Exhibits One (1) (Lent complaint); Two (2) (comparison of Lent’s real stamp and signature with forged one in Department’s Exhibit One (1)); and Surveyor Notice.

A building plan for a variance request on 63 Hammond Street in Providence included a May 13, 2021 plan with the business name Sites and Structure Group. Said plan included Lent’s PLS stamp and signature and indicated that Santosuosso drew the plan and

Lent reviewed the plan. Lent had no knowledge or involvement in said plan and had not approved the stamping or signature. Santosuosso forged Lent's signature and PLS stamp on said plan. Department's Exhibits Four (4) (63 Hammond Street variance application with plan); Five (5) (comparison of Lent's real stamp and signature with forged one in Department's Exhibit Four (4)); and Six (6) (Lent's further complaint dated September 9, 2022 that included Department's Exhibit Four (4) about 63 Hammond Street and Department's Exhibit Seven (7) about 24 Hammond Street (below)).

A building plan prepared for 24 Hammond Street in Providence was dated December 28, 2020 with the business name Mapworx. Said plan included Lent's PLS stamp and signature and indicated that Santosuosso drew the plan and Lent reviewed the plan. Lent had no knowledge or involvement in said plan and had not approved the stamping or signature. Santosuosso forged Lent's signature and PLS stamp on said plan. Department's Exhibits Six (6) (further complaint); Seven (7) (24 Hammond Street plan); and Eight (8) (comparison of Lent's real stamp and signature with forged one in Department's Exhibit Seven (7)).

A complaint dated September 8, 2022 was received by the Department regarding homeowners in Exeter who hired Santosuosso as a PLS and contractor. Santosuosso represented himself as a land surveyor to the Exeter homeowners. Santosuosso provided a land survey for said property which was dated March 3, 2021 and included Lent's name, PLS stamp, and signature. The business name was just Sites & Structures. Said plan indicated that Santosuosso drew the plan and Lent reviewed the plan. Lent had no knowledge of and never approved said plan. Santosuosso forged Lent's signature and PLS stamp on said plan. Department's Exhibits Nine (9) (Exeter property plan); Ten (10) (comparison of Lent's real stamp and signature with forged one in Department's Exhibit

Nine (9)); and 27 (email from Lent confirming that he had no knowledge of and did not perform or authorize anyone to perform a land survey at said Exeter property).

On September 22, 2022, a contractor board inspector conducted an inspection of said Exeter property. The inspection determined that Santosuosso represented himself as a professional land surveyor and general contractor to an elderly couple who were seeking to put an addition on their house so their son's family could move in and help care for them. Santosuosso entered into a contract on July 21, 2021 to demolish the existing house and build a new house. Said contract did not include the statutorily required mechanic's lien. Santosuosso took \$80,000 in payment and demolished the existing house. He demolished the house commencing on July 29, 2021, but never built the new house which was to be built within six (6) months per the contract. He walked off the job leaving just a foundation and the 89 and 92 year old couple homeless. He also demolished a \$10,000 generator. Department's Exhibits 14 (inspection report); 15 (checks showing \$80,000 payment); 16 (construction contract); 18 (building permit to demolish the property listing Santosuosso and Sites Inc. as the contractor); 19 (zoning certificate for said property with Santosuosso as applicant); and Contractor Notice.

On October 6, 2022, the Department received a complaint by a homeowner about Santosuosso and contracting work that he had been hired to perform work at a property in Providence. Pursuant to a contract between said homeowner and Santosuosso, he was to remove a stone wall and replace the wall with a new stone retaining wall. The contract was dated January 21, 2022, and Santosuosso obtained a building permit on May 19, 2022. Santosuosso started work on February 1, 2022 and stopped work on October 1, 2022. Said homeowner paid a total of \$8,600 for the work. The Board inspected said property on October 24, 2022 and found that the work had not been completed and the property was

left in a state of disrepair with wind and water erosion because the project was not completed. The inspection also found that Santosuosso performed work when not registered as a contractor and misrepresented his status as a registered contractor as his registration expired on August 4, 2022. The inspection found that Santosuosso failed to include the mechanic's lien in the contract. Department's Exhibits 20 (Providence property complaint); 21 (Board inspection); 22 (building permit by Santosuosso with Sites Inc. name dated May 19, 2022); 23 (contract); 24 (receipts for payment); and Contractor Notice.

The Sites Group was incorporated in Rhode Island on August 2, 2021 but was revoked on October 12, 2022. Department's Exhibit 25. Mapworx was initially formed on August 17, 2018 with a name change on September 12, 2019 and was revoked on December 29, 2020. Department's Exhibit 26. Santosuosso was initially registered as a contractor on August 4, 2021, but that registration expired on August 4, 2022. Department's Exhibits 28 and 29 (Department records); and Contractor Notice.

On August 2, 2021, Lent emailed Santosuosso the following:

Your "clients" contacted me. You have probably gotten yourself in a heap of trouble.

1. Forging a RI survey stamp
2. Forging a signature
3. Using corporate names that are not incorporated.

I'm still deciding what action to take. This won't be the last time you hear from me. Department's Exhibit Eight (8).

Eight (8) minutes later, Santosuosso replied to Lent stating, "[i]t was a very poor decision on my part." *Id.*

Lent (and his company) did sue Santosuosso seeking to permanently enjoin him from using his PLS stamp, signature, and licensing credentials and for damages in Massachusetts Federal District Court. A default judgment was entered against Santosuosso enjoining him from using Lent's and others' PLS stamps, signatures, and licensing

credentials and awarding damages and attorneys' fees. Memorandum and Order dated April 20, 2022 and Default Judgment dated April 21, 2022 entered against Santosuosso, Mammoth, Sites Inc., and Sites LLC. See attachment to the Surveyor Notice.

After Santosuosso's admission to Lent, Lent filed his complaint with the Department. The Department communicated with Santosuosso regarding the complaint. On November 4, 2021, the Department contacted the Santosuosso regarding the complaint, and he replied that day that the allegations were false, and that he would be compiling a package of materials regarding his correspondence with Lent. Department's Exhibit 12. However, Santosuosso never forwarded such a packet to the Department.

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 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, 1134 (R.I. 1998). The statutory provisions must be examined in their entirety and the meaning most consistent with the policies and purposes of the legislature must be effectuated. *Id.*

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 in order to prevail. *Id.* See *Lyons v. Rhode Island Pub. Employees Council 94*, 559 A.2d 130, 134 (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 and Regulation

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

Grounds for discipline — Injunctions. (a) The board or office may revoke, suspend, or refuse to issue, reinstate, or reissue a 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 or any other provision of this chapter or the regulations promulgated thereunder.

(3) That the registrant, licensee, or applicant has engaged in conduct as a contractor that is dishonest or fraudulent that the board or office 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.

(12) That the registrant performed negligent and/or improper work.

(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.

(b) Subject to providing notice and an opportunity for a hearing, in addition to all other remedies, when the board or office has reason to believe that a person has engaged in, or is engaging in, any act, practice, or transaction that violates the provisions of this chapter or the regulations promulgated thereunder, the board or office may order such person to cease and desist from the violation or request the attorney general to apply to the court for an injunction restraining the person from violating the provisions of this chapter. An injunction shall not be issued for failure to maintain the list provided for in § 5-65-3(h) unless the court determines that the failure is intentional.

(c) Subject to providing notice and an opportunity for a hearing:

(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. *** Fines for violations may be imposed against registered contractors, as well as those persons 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. ***

(3) For a 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(o) provides in part as follows:

(o) All work performed, including labor and materials, in excess of one thousand dollars (\$1,000) shall be accompanied by a contract in writing. Contracts required pursuant to this subsection shall include consumer disclosures and information required pursuant to regulations promulgated by the board and the following notice by the contractor to the homeowner:

NOTICE OF POSSIBLE MECHANIC'S LIEN

Failure to adhere to the provisions of this subsection may result in a one-thousand-dollar fine (\$1,000) against the contractor and shall not affect the right of any other person performing work or furnishing materials of claiming a lien pursuant to chapter 28 of title 34. However, the person failing to provide the notice shall indemnify and hold harmless any owner, lessee, or tenant, or owner of less than the fee simple, from any payment or costs incurred on account of any lien claims by those not in privity with them, unless the owner, lessee, or tenant, or owner of less than the fee simple, shall not have paid such person.

R.I. Gen. Laws § 5-8.1-10 provides in part as follows:

Board of registration for professional land surveyors — Issuance and renewal of certificates. (a) Surveyors previously registered. Each land surveyor holding a certificate of registration under the laws of this state as previously in effect shall be deemed registered as a professional land surveyor under this chapter.

(c) Certificates of registration. With the assistance of the department, the board of land surveyors shall issue a certificate of registration upon payment of the registration fee as provided for in this chapter to any applicant, who, in the judgment of the board, has met the requirements of this chapter. ***

(d) Effect of certification. The issuance of a certificate of registration by the board of land surveyors is prima facie evidence that the person named in the certificate is entitled to all rights and privileges of a professional land surveyor while the certificate of registration remains unrevoked or unexpired.

R.I. Gen. Laws § 5-8.1-12 provides in part as follows:

Board of registration for professional land surveyors — Official stamp of professional land surveyor. (a) A registrant under this chapter may obtain a Rhode Island seal of the design authorized by the board of land surveyors, bearing the registrant's name, registration number, and the legend "Professional Land Surveyor." Final surveys, drawings, reports, plats, replats, plans, legal descriptions, and calculations prepared by a registrant shall, when issued, be signed, dated, and stamped with the seal or facsimile of a seal. It is unlawful for a land surveyor to affix, or permit his or her seal or facsimile of a seal to be affixed, to any survey, drawing, report, plan, legal descriptions, plat, replat, report, legal description, or calculations after expiration of a certificate or for the purpose of aiding or abetting any other person to evade or attempt to evade any provisions of this chapter. It is unlawful for any person other than the registered land surveyor who has signed and sealed the survey, drawing, plan, plat, replat, report, legal description, or calculations to modify, change, amend, add, or delete any data, information, lines, angles, or areas shown on the survey, drawing, plan, plat, replat, or report.

435-RICR-00-001, *Rules and Regulations for Professional Land Surveying*

("Surveyor Regulation") provides in part as follows:

1.6. Seal and Stamp

A. Professional Land Surveyor's Seal & Stamp

4.The Professional Land Surveyor shall imprint the seal only if in responsible control of the project.

R.I. Gen. Laws § 5-84-5 provides in part as follows:

Imposition of fines for unregistered activity. (a) In addition to any other provision of law, if a person or business practices or offers to practice architecture, engineering, land surveying, or landscape architecture in the state without being registered or authorized to practice as required by law, the boards within the division may recommend that the director of the department of business regulation, or the director's designee, issue an order imposing a fine; provided, however, that this section shall not apply to issues between the boards referred to in this subsection as to the scope of a board registrant's authority to engage in work relating to another board's jurisdiction or to issues relating to ISDS (individual sewage disposal systems) designers licensed by the department of environmental management.

(b) A fine ordered under this section may not exceed two thousand five hundred dollars (\$2,500) for each offense. In recommending a fine, the board shall set the amount of the penalty imposed under this section after taking into account factors, including the seriousness of the violation; the economic benefit resulting from the violation; the history of violations; and other matters the board considers appropriate.

R.I. Gen. Laws § 5-84-6 provides as follows:

Cease and desist authority. If the director has reason to believe that any person, firm, corporation, or association is conducting any activity under the jurisdiction of the division of building, design and fire professionals including professional engineering, professional land surveying, architecture, or landscape architecture without obtaining a license or registration, or who after the denial, suspension, or revocation of a license or registration is conducting that business, the director, or the director's designee, may, either on his or her own initiative or upon recommendation of the appropriate board, issue an order to that person, firm, corporation, or association commanding them to appear before the department at a hearing to be held not sooner than ten (10) days, nor later than twenty (20) days, after issuance of that order to show cause why the director, or the director's designee, should not issue an order to that person to cease and desist from the violation of the provisions of this chapter or chapters 1, 8, 8.1, 51, and/or 65 of this title. That order to show cause may be served on any person, firm, corporation, or association named by any person in the same manner that a summons in a civil action may be served, or by mailing a copy of the order, certified mail, return receipt requested, to that person at any address at which that person has done business or at which that person lives. If during that hearing the director, or the director's designee, is satisfied that the person, firm, corporation, or association is in fact violating any provision of this chapter, the director, or the director's designee, may order that person, firm, corporation, or association, in writing, to cease and desist from that violation and/or impose an appropriate fine under § 5-84-5 or other applicable law and/or refer the matter to the attorney general for appropriate action under chapters 1, 8, 8.1, 51, and/or 65 of this title. All these hearings are governed in accordance

with the administrative procedures act. If that person fails to comply with an order of the department after being afforded a hearing, the superior court for Providence county has jurisdiction upon complaint of the department to restrain and enjoin that person from violating chapters 1, 8, 8.1, 51, 65, and/or 84 of this title.

D. Whether the Surveyor Respondents violated R.I. Gen. Laws § 5-8.1-1 *et seq.*

1. East Providence Property

For this address, Santosuosso prepared three (3) plans. Santosuosso prepared two (2) plans with Lent's PLS stamp and signature. One of those plans had the business name Mammoth and the other plan had the business name Site Inc. The third plan prepared by Santosuosso included Lent's name and registration but did not have a business name. All plans indicated that Santosuosso drew the plans, and Lent reviewed the plans.

It is undisputed that Santosuosso is not registered as a professional land surveyor. It was undisputed that Lent had no knowledge of and never authorized such plans. Santosuosso prepared three (3) plans for this address acting as if he was so registered. He forged Lent's signature and PLS stamp on the Mammoth and Site Inc. plans.

Thus, Santosuosso engaged in three (3) separate violations of R.I. Gen. Laws § 5-8.1-10 (registration as a PLS) by acting as a PLS when not so registered.

Further, Santosuosso violated R.I. Gen. Laws § 5-8.1-12 and Rule 1.6 of the Surveyor Regulation (requirements for use of a PLS stamp) twice by forging Lent's stamp and signature on the Mammoth plan and Site Inc. plan.

2. 63 Hammond Street

For this address, Santosuosso prepared a plan that had Lent's PLS stamp and signature. The plan had the name Sites and Structure Group. The plan indicated that Santosuosso drew the plan, and Lent reviewed the plan.

It is undisputed that Santosuosso is not registered as a professional land surveyor. It was undisputed that Lent had no knowledge of and never authorized such plan. Santosuosso prepared a plan for this address acting as if he was so registered. He forged Lent's signature and PLS stamp on this plan.

Thus, Santosuosso violated R.I. Gen. Laws § 5-8.1-10 by acting as a PLS when not so registered.

Further, Santosuosso violated R.I. Gen. Laws § 5-8.1-12 and Rule 1.6 of the Surveyor Regulation by forging Lent's stamp and signature on said plan.

3. 24 Hammond Street

For this address, Santosuosso prepared a plan that had Lent's stamp and signature. The plan indicated that Santosuosso drew the plan, and Lent reviewed the plan.

It is undisputed that Santosuosso is not registered as a professional land surveyor. It was undisputed that Lent had no knowledge of and never authorized such plan. Santosuosso prepared a plan for this address acting as if he was so registered. He forged Lent's signature and PLS stamp on this plan.

Thus, Santosuosso violated R.I. Gen. § Laws 5-8.1-10 by acting as a PLS when not so registered.

Further, Santosuosso violated R.I. Gen. Laws § 5-8.1-12 and Rule 1.6 of the Surveyor Regulation by forging Lent's stamp and signature on the plan.

4. Exeter

For this address, Santosuosso prepared a plan that had Lent's PLS stamp and signature. The plan had the name Sites & Structure. The plan indicated that Santosuosso drew the plan, and Lent reviewed the plan.

It is undisputed that Santosuosso is not registered as a professional land surveyor. It was undisputed that Lent had no knowledge of and never authorized such plan. Santosuosso prepared a plan for this address acting as if he was so registered. He forged Lent's signature and stamp on this plan.

Thus, Santosuosso violated R.I. Gen. Laws § 5-8.1-10 by acting as a PLS when not so registered.

Further, Santosuosso violated R.I. Gen. Laws § 5-8.1-12 and Rule 1.6 of the Surveyor Regulation by forging Lent's stamp and signature on the plan.

v. Conclusion

Based on the foregoing, Santosuosso violated R.I. Gen. Laws § 5-8.1-10 six (6) different times by acting as a PLS when not so registered in relation to the various plans he prepared for various addresses.

Furthermore, Santosuosso violated R.I. Gen. Laws § 5-8.1-12 and Rule 1.6 of the Surveyor Regulation five (5) times by forging Lent's stamp and signature on the various plans he prepared for the various addresses.

In addition, the Surveyor Respondents as well as two (2) other named entities, 1) Sites and Structures Group; and 2) Sites & Structures, *supra*, are not PLS businesses as represented by the Surveyor Respondents in the various prepared plans.

E. Whether the Contractor Respondents violated R.I. Gen. Laws § 5-65-10 and R.I. Gen. Laws § 5-65-3(o)

1. Exeter

For the Exeter property, not only did Santosuosso represent himself as professional land surveyor, he represented himself as a contractor when entering into the contract in July, 2021 when he was not registered as a contractor. He contracted to demolish a house

and build a new house. He demolished the house but never built a new house. He did not complete the contract. His work was substandard. His work was negligent and improper. He did not complete the project. He failed to include a mechanic's lien in the contract. His conduct was dishonest and injurious to the public as he lied about being a PLS and contractor to the homeowners and failed to complete the project leaving the property in a state of disrepair and the homeowners without a house.

Based on the foregoing, in terms of the Exeter property, Santosuosso violated R.I. Gen. Laws § 5-65-10(a)(3) (dishonest); (11) (breached contract); 12 (negligent and improper work); 14 (failed to complete project); 15 (misrepresented registration status); and R.I. Gen. Laws § 5-65-3(o) (mechanic's lien). The mechanic's lien violation is also a violation of R.I. Gen. Laws § 5-65-10(a)(1).

2. Providence Property

For the Providence property, Santosuosso represented himself and worked as a contractor after his registration expired. His registration expired on August 4, 2022 but he continued working on the project until October, 2022. Santosuosso entered into a contract to demolish and rebuild a stone wall and did not include the mechanic's lien in the contract. He tore down the wall but never build a new wall. He did not complete the contract. His work was substandard. His work was negligent and improper. He did not complete the project. He failed to include a mechanic's lien in the contract. His conduct was dishonest and injurious to the public as failed to complete the project leaving the property in a state of disrepair subject to wind and rain erosion.

Based on the foregoing, in terms of the Providence property, Santosuosso violated R.I. Gen. Laws § 5-65-10(a)(3) (dishonest); (9) (repeated acts of violation); (11) (breached contract); 12 (negligent and improper work); 14 (failed to complete project); 15

(misrepresented registration status) and R.I. Gen. Laws § 5-65-3(o) (mechanic's lien). The mechanic's lien violation is also a violation of R.I. Gen. Laws § 5-65-10(a)(1).

F. Sanctions

1. Professional Land Surveyor

The Department requested the maximum penalties for the Surveyor Respondents' violations because of the egregious nature of the violations.

R.I. Gen. Laws § 5-84-5 provides for the imposition of administrative penalties for unregistered activity. R.I. Gen. Laws § 5-84-5(b) provides that an administrative penalty may not exceed \$2,500 for each offense. The statute provides that in determining a penalty, the seriousness of the violations, the economic benefit resulting from the violation, and history of violations shall be considered.

Here, Santosuosso and the Surveyor Respondents engaged in several acts of unregistered PLS activities. This may have been the first time that Santosuosso came to the attention of the Department, but his unregistered PLS activities spanned a period of at least six (6) months. He pretended to be a PLS and provided work as a PLS when he was not a PLS. He filed at least one fake plan for a variance and another fake plan for a building permit with local authorities. He lied to homeowners as to his qualifications. He demolished a homeowner's house and left them homeless. For that, he took \$80,000 from the couple. During this time, he repeatedly lied and forged Lent's PLS stamp and signature for different clients. He benefited economically from such deceit.

Based on those factors, the maximum penalty shall be imposed for each offense as provided by statute. Therefore, pursuant to R.I. Gen. Laws § 5-84-5(b) an administrative penalty of \$27,500 shall be imposed for 11 violations: six (6) violations of R.I. Gen. Laws

§ 5-8.1-10 and five (5) violations of R.I. Gen. Laws § 5-8.1-12 and Rule 1.6 of the Surveyor Regulation.

Additionally, pursuant to R.I. Gen. Laws § 5-84-6, Santosuosso and all Surveyor Respondents as well as Sites and Structures Group and Sites & Structures shall be permanently enjoined from any unregistered land surveying activity as defined by R.I. Gen. Laws § 5-8.1-1 *et seq.* both individually and through any business activity.

2. Contractor

R.I. Gen. Laws § 5-65-10(c) provides for administrative penalties up to \$5,000 for first offences. While the offenses at the Exeter property may have been Santosuosso's first contractor offenses, they were egregious in that he misrepresented his qualifications, demolished a house leaving the owners' homeless, failed to complete work, and damaged the property. His work was negligent and incompetent. Based on his activities with these homeowners, the maximum penalty for a first offense should be imposed.

Pursuant to R.I. Gen. Laws § 5-65-10(c), an administrative penalty of \$25,000 is imposed for the following violations at the Exeter property: R.I. Gen. Laws § 5-65-10(a)(3) (dishonest); (11) (breached contract); 12 (negligent and improper work); 14 (failed to complete project); 15 (misrepresented registration status). A further administrative penalty of \$1,000 is imposed for the violation of R.I. Gen. Laws § 5-65-3(o) (mechanic's lien) and R.I. Gen. Laws § 5-65-10(a)(1).

In terms of the Providence property, those violations were not Santosuosso's first offenses as he previously violated the contractor statute in relation to the Exeter property. R.I. Gen. Laws § 5-65-10(c) provides for penalties up to \$5,000 for first offences and for penalties up to \$10,000 for subsequent violations. Again, Santosuosso failed to complete work and damaged a homeowner's property. His negligent and incompetent work was

performed shortly after the Exeter debacle. His violations for the Providence property are the same as the Exeter violations except for Providence, he also violated the prohibition against repeat violations. Clearly, Santosuosso is unable to perform contracting work competently. Thus, a higher penalty as allowed by statute is merited.

Pursuant to R.I. Gen. Laws § 5-65-10(c), an administrative penalty of \$60,000 is imposed for the following violations at the Providence property: R.I. Gen. Laws § 5-65-10(a)(3) (dishonest); (9) (repeated acts of violation); (11) (breached contract); 12 (negligent and improper work); 14 (failed to complete project); 15 (misrepresented registration status. A further administrative penalty of \$1,000 is imposed for the violation of R.I. Gen. Laws § 5-65-3(o) (mechanic's lien) and R.I. Gen. Laws § 5-65-10(a)(1).

Additionally, pursuant to R.I. Gen. Laws § 5-65-1 *et seq.*, Santosuosso and all Contractor Respondents shall be permanently enjoined from engaging in any work that requires registration as a contractor pursuant to R.I. Gen. Laws § 5-65-1 *et seq.* both individually and through any business activity.

Finally, pursuant to R.I. Gen. § 5-65-10(a), Santosuosso's registration as a contractor cannot be reinstated or reissued due to his violations of R.I. Gen. Laws § 5-65-10(a)(1); (3); (9); (11); (12); (14); and (15).

VI. FINDINGS OF FACT

1. A Surveyor Notice was sent by the Department to the Surveyors Respondents on October 20, 2022.

2. A Contractor Notice was sent by the Department to the Contractor Respondents on November 21, 2022.

3. By March 16, 2023, these two (2) matters were consolidated.

4. A hearing was scheduled for May 10, 2023, at which time none of the

Respondents appeared. As the Respondents all had adequate notice of hearing, the undersigned held the hearing that day.

4. The facts contained in Section IV and V are reincorporated by reference herein.

VII. CONCLUSIONS OF LAW

A. Contractor Respondents

Based on the foregoing, in relation to the Contractor Notice and Contractor Respondents, pursuant to R.I. Gen. Laws § 5-65-10(c), an administrative penalty of \$87,000 is imposed for the violations as detailed above.


Pursuant to R.I. Gen. Laws § 5-65-1 *et seq.*, Santosuosso and all Contractor Respondents shall be permanently enjoined from engaging in any work that requires registration as a contractor pursuant to R.I. Gen. Laws § 5-65-1 *et seq.* both individually and through any business activity.

Finally, pursuant to R.I. Gen. Laws § 5-65-10(a), Santosuosso's registration as a contractor cannot be reinstated or reissued due to his violations of R.I. Gen. Laws § 5-65-10(a)(1); (3); (9); (11); (12); (14); and (15).

The administrative penalty is due 20 days from the execution of this decision.³

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

Entered: June 16, 2023


Catherine R. Warren
Hearing Officer


³ Payment should be made to Contractors' Registration and Licensing Board at 560 Jefferson Boulevard, Warwick, R.I. 02886.

B. Surveyor Respondents

Based on the foregoing, in relation to the Surveyor Notice and Surveyor Respondents, the undersigned recommends pursuant to R.I. Gen. Laws § 5-84-5(b), an administrative penalty of \$27,500 be imposed for the violations as detailed above.

Pursuant to R.I. Gen. Laws § 5-84-6, Santosuosso and all Surveyor Respondents as well as Sites and Structures Group and Sites & Structures shall be permanently enjoined from any unregistered land surveying activity as defined by R.I. Gen. Laws § 5-8.1-1 *et seq.* both individually and through any business activity.⁴

Dated: June 16, 2023

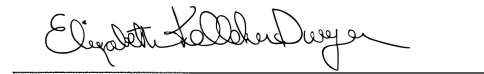

Catherine R. Warren
Hearing Officer

ORDER

I have read the Hearing Officer's Decision and Recommendation in this matter, and I hereby take the following action with regard to the Decision and Recommendation:

ADOPT
 REJECT
 MODIFY

Dated: June 19, 2023


Elizabeth Kelleher Dwyer, Esquire
Director

⁴ Based on the evidence received at hearing, the undersigned would suggest that this matter be referred to the Attorney General's office as to any possible criminal violations.

NOTICE OF APPELLATE RIGHTS FOR CONTRACTOR STATUTE

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.

NOTICE OF APPELLATE RIGHTS FOR SURVEYOR STATUTE

THIS ORDER CONSTITUTES A FINAL ORDER OF THE DEPARTMENT OF BUSINESS REGULATION PURSUANT TO R.I. GEN. LAWS § 42-35-12. PURSUANT TO R.I. GEN. LAWS § 42-35-15, THIS ORDER MAY BE APPEALED TO THE SUPERIOR COURT SITTING IN AND FOR THE COUNTY OF PROVIDENCE WITHIN THIRTY (30) DAYS OF THE MAILING DATE OF THIS DECISION. SUCH APPEAL, IF TAKEN, MUST BE COMPLETED BY FILING A PETITION FOR REVIEW IN SUPERIOR COURT. THE FILING OF THE COMPLAINT DOES NOT ITSELF STAY ENFORCEMENT OF THIS ORDER. THE AGENCY MAY GRANT, OR THE REVIEWING COURT MAY ORDER, A STAY UPON THE APPROPRIATE TERMS. The Surveyor Respondents' administrative penalties are also appealable pursuant to R.I. Gen. Laws § 5-84-5.

CERTIFICATION

I hereby certify that on this 19th day of June, 2023, that a copy of the within Decision and Notice of Appellate Rights for the Contractor Statute and Surveyor Statute was sent by first class mail, postage prepaid and certified mail, return receipt requested and by electronic delivery to Mr. Christopher Santosuosso, 11 South Angell Street, PO Box 145, Providence, R.I. 02906; 1637 Elmwood Avenue, Suite 200, Cranston, R.I. 02910; 30 Fernbrook Court, Apt. 4, Cranston, R.I. 02920; and 1107 South Main Street, Fall River, MA 02724 and chris@sitesnstructures.com and csantosuosso26@icloud.com and by electronic delivery to Ania Zielinski, Esquire, and Amy Stewart, Esquire, Department of Business Regulation, Pastore Complex, 1511 Pontiac Avenue, Cranston, R.I.02920.

