

**STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
CONTRACTORS' REGISTRATION AND LICENSING BOARD
560 JEFFERSON BOULEVARD, SUITE 100
WARWICK, RI 02889**

IN THE MATTER OF:	:	
	:	
CHRISTOPHER BOONE,	:	GC No. 47304
	:	Complaint No. C-24-147
RESPONDENT.	:	

CONSENT AGREEMENT

The Department of Business Regulation (“Department”), by and through the Contractors’ Registration and Licensing Board (“Board”), and Christopher Boone (“Respondent”) (collectively, the “Parties”), hereby consent and agree that:

STATEMENT OF FACTS

1. Christopher Boone (“Respondent”), operating under the business name of Flawless Construction, first became a registered contractor, GC Number 47304, with the Board on or about May 20, 2022.
2. On or about May 13, 2024, the Board received Complaint No. 24-147 (the “Complaint”), alleging that on or about May 3, 2024, Respondent agreed to perform contractor services for the Complainant at her residential property located in West Warwick, Rhode Island (“Site”), for the total cost of thirteen thousand and eight hundred dollars (\$13,800.00), six thousand dollars (\$6,000.00) of which was paid as a deposit (“Deposit”) on the project at the time of the contract’s execution.
3. According to the contract appended to the Complaint and dated May 3, 2024 (“Contract”), entitled *“Flawless Construction LLC Entering into contract with: Michelle*

Spellman...Building Contract,” (emphasis in original) Respondent agreed to perform the following services for the Complainant:

- a. Retaining wall construction;
 - b. Foundation drainage;
 - c. Resurfacing of front steps and platforms;
 - d. Pouring four steps in concrete;
 - e. Resurfacing with bluestone treads; and
 - f. Stair rail system installation.
4. According to the Complaint, Respondent did not begin or complete any aspect of the construction work at the Site as outlined in the contract.
 5. Respondent reports that he performed substantial non-Site work in preparation for the commencement of work contemplated by the Contract, including but not limited to: drafting plans for the work, buying materials, and communicating with the City regarding the Contract project.
 6. On or about May 9, 2024, when the Respondent was scheduled to and did appear at the Site to begin the Contract work, Respondent and the Complainant engaged in a disagreement about the Contract’s scope of work, including but not limited to the relocation of stone already present at the Site.
 7. On or about May 9, 2024, and as a result of the dispute outlined in ¶ 6 of this Consent Agreement, the Complainant cancelled the Contract and requested a return of the Deposit.

STATEMENT OF LAW

8. Pursuant to R.I. Gen. Laws § 5-65-10(c), subject to providing notice and an opportunity for a hearing, if a contractor violates any provision of § 5-65-3 of the Rhode Island General Laws or the Regulations, the Department’s State Building Office (“Office” or “SBO”),

which includes the Board, may impose a fine of up to \$5,000, for a first violation and a fine of up to \$10,000, for each subsequent violation.

9. According to R.I. Gen. Laws § 5-65-1(7)(i), a “Contractor” is someone who,

in the pursuit of an independent business, undertakes or offers to undertake or submits a bid, or for compensation and with or without the intent to sell the structure constructs, alters, repairs, improves, moves over public highways, roads, or streets, or demolishes a structure or to perform any work in connection with the construction, alteration, repair, improvement, moving over public highways, roads, or streets, or demolition of a structure, and the appurtenances thereto. For the purposes of this chapter, “appurtenances” includes, but is not limited to, the installation, alteration, or repair of wells connected to a structure consistent with chapter 13.2 of title 46, garage, carport, port, patio, decks, docks, sheds, tents, gazebos, walkways, fencing, driveways, retaining walls, swimming pools, sidewalks, stone/masonry walls, and parking lots.

10. Pursuant to R.I. Gen. Laws § 5-65-10(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 ...”

11. Pursuant to R.I. Gen. Laws §§ 5-65-10(a)(1), (11) and/or (14), 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, that any of the following occurred:

- a. That the registrant violated § 5-65-3 or any other provision of Chapter 5-65,
- b. That the registrant breached a contract, and
- c. 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.

12. “Deposits received by a contractor and ordered returned are not considered a monetary award when no services or supplies have been received.” R.I. Gen. Laws § 5-65-10(a)(10).

13. Pursuant to R.I. Gen. Laws § 5-65-16(f)(3), in addition to the authority to impose fines, the Board is authorized to provide any other relief and/or remedy provided under Chapter 5-65 of the Rhode Island General Laws and the Rules and Regulations for Contractors 440-RICR-10-00-2¹.

CONDITIONS

14. In consideration of the Respondent's lack of any prior discipline by the CRLB and his forthright acceptance of responsibility, the Parties have agreed to an amicable resolution of this matter without an administrative hearing subject to the following terms and conditions:

- a. On or before **December 6, 2024**, Respondent shall deliver to the CRLB a return of the Deposit in the amount of six-thousand dollars (\$6,000), made payable to the Complainant; and
- b. Respondent enters into this Consent Agreement knowingly, voluntarily and of his own free will.

15. *Final Determination.* The Parties agree that this Consent Agreement and its terms represent the final determination of this matter.

16. *Waiver of Hearing and Appeal.* By agreeing to resolve this matter through the execution of 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 § 42-35-1, *et seq.*

¹See also 440-RICR-10-00-1.9.2(F)(2) of the Board's Rules and Regulations for Administrative Hearings, which provides that if a Hearing Officer determines that a violation of Chapters 5-65, 5-65.1, 5-65.2, 5-65.3, 5-73, and/or Parts 1-6 of 440-RICR-10-00 has occurred, the Hearing Officer may order return of the deposit if no work has commenced.

17. *Enforcement.* If Respondent fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, the Respondent will be in violation hereunder and the Department shall be entitled to immediately take enforcement or other action in accordance with applicable law.

18. *Compliance; Laws.* Compliance with the terms of this Consent Agreement does not relieve Respondent 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
Anthony Whitfield
Principal State Building Code Official

Date: 12/3/24

Respondent:



Signature
By: Mr. Christopher Boone

Date: 12/6/24