

**STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS**

Michael Tognaci
Aaron Frost Refrigeration, Heating & Cooling
2567 Ross Clark Circle
Dothan, AL 36301

Complaint File Number #BC-2019-192

ORDER

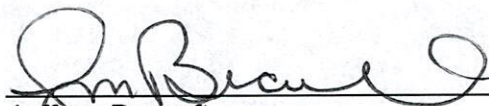
This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board May 5, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the May 5, 2022, Board Meeting: Susan Bolt, Misty Forbus, Brett Hall, Eddie Harper, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb DONE, this the 12th day of May 2022.



Jeffrey Becraft
Executive Director

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

IN THE MATTER OF

Michael A Tognaci
Aaron Frost Refrigeration Heating & Cooling, LLC
2567 Ross Clark Circle
Dothan, AL 36301

Certification Number:11135

Board Complaint File No. BC-2019-192

SETTLEMENT AGREEMENT

Michael A Tognaci (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

On September 26, 2019 a notice of violation was issued to the Respondent for not displaying the certification numbers on a business invoice.

Respondent violated *Code of Alabama* 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

Respondent acknowledges that she is subject to the provisions of the *Code of Alabama*, Section 34-31-24(2), and the jurisdiction of the Board.

STIPULATED DISPOSITION

1. Respondent shall not in the future violate the provisions of the *Code of Alabama* Section 34-31-24(2), or the Rules promulgated thereunder.
2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities.
3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.

5. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.

Signed this ____ day of _____, 2020.

Michael A Tognaci, Respondent

Jeffrey M. Becraft, Executive Director

SWORN to and SUBSCRIBED before me on this the ____ day of _____, 2020.

Notary Public
My Commission Expires: ____

Hargrove, Jennifer

From: Becraft, Jeffrey
Sent: Thursday, March 31, 2022 2:28 PM
To: Claybrook, Nelda; Johnson, Crystal; Hargrove, Jennifer
Subject: Fwd: Fee / Fine Payment

Jeffrey M. Becraft
State of Alabama
Board of Heating Air Conditioning and Refrigeration Contractors

From: HACR@igovsolution.net <HACR@igovsolution.net>
Sent: Thursday, March 31, 2022 2:54:22 PM
To: Becraft, Jeffrey <Jeffrey.Becraft@hacr.alabama.gov>
Subject: Fee / Fine Payment

Amount: \$520.00
Date Paid: 3/31/2022
Paid By/For: Michael A Tognaci / License No# 2011135.

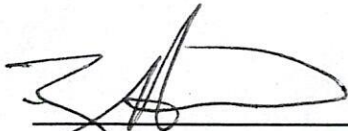
By making this online payment for the case referenced above, I knowingly and voluntarily enter into the agreement and expressly waive all further procedural steps, and expressly waive all rights to seek judicial review or to otherwise challenge or contest the validity of the agreement, the findings of fact, conclusions of law and imposition of discipline herein. This agreement shall become effective upon the execution by all parties and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. I acknowledge and understand that this agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

Electronic Signature: Michael A Tognaci **Date Paid:** 3/31/2022

2019-192

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022.



Board Chairman

Jeffrey M. Becraft
Executive Director

**STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS**

Keith M. Belcher
Perfect Service Heating and Air, Inc.
1362 Morris Majestic Road
Morris, AL 35116

Complaint File Number #CC-2019-198

ORDER

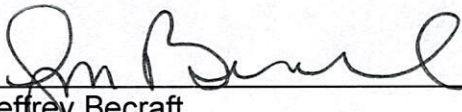
This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board May 5, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the May 5, 2022, Board Meeting: Susan Bolt, Misty Forbus, Brett Hall, Eddie Harper, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb DONE, this the 12th day of May 2022.



Jeffrey Becraft
Executive Director

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION
CONTRACTORS

IN THE MATTER OF

Keith M. Belcher
Perfect Service Heating and Air, Inc.
1362 Morris Majestic Road
Morris, AL 35116

Certification Number 11033

Complaint File Number CC-2019-198

SETTLEMENT AGREEMENT

Keith M Belcher (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

Respondent installed, serviced and/or repaired a heating and air conditioning system for Bonderia Lyons 1600 15th Avenue North Birmingham, Alabama 35204. Respondent installed the system with the following life safety violations and minimum standard violations:

1. The #12 type NM-cable that serves the outdoor unit appears to be undersized, in violation of the 2015 International Residential Code M1401.1.
2. The 50-amp circuit breaker that serves the outdoor unit is oversized, in violation of the 2015 International Residential Code M1401.1.
3. The previous gas line that serves the furnace is uncapped, in violation of the 2015 International Residential Code G2415.15.
4. The electrical circuit that serves the furnace is spliced without the use of an electrical box, in violation of the 2015 International Residential Code E3905.1
5. The electrical cable that serves the furnace is not protected from abrasion (at a point the cable enters the furnace cabinet), in violation of the 2015 International Residential Code E3907.6
6. The electrical supply cable that serves the disconnect for the outdoor unit is not protected from abrasion (at a point the cable exits foundation

until it enters the disconnect.), in violation of the 2015 International Residential Code E3907.6

7. The electrical supply cable that serves the disconnect for the outdoor unit is not protected from physical damage, in violation of the 2015 International Residential Code E3802.3.2

8. The gas vent that served the previous furnace and water heater was altered and abandoned with the installation of this Furnace and not closed, in violation of the 2015 International residential Code G2425.5 and G2425.15

9. The contractor did not install the required gas vent, in violation of the 2015 International Residential Code M1401.1

10. The contractor did not install the required gas line, in violation of the 2015 International Residential Code M1401.1

11. The electrical circuit that serves the furnace appears to be a non-dedicated circuit, in violation of the 2015 International Residential Code M1401.1.

12. The supply and return duct system insulation does not appear to be R-6, in violation of the 2015 International Residential Code N1103.3.1.

13. The return air duct system for the furnace is incomplete, in violation of the 2015 International Residential Code M1601.1

14. At least three flexible supply ducts are not supported per the manufacturer's requirements, in violation of the 2015 International Residential Code M1601.4.4.

15. The refrigerant access ports located outdoors is not fitted with locking-type tamper resistant caps, in violation of the 2015 International Residential Code M1411.8.

16. The equipment drain pan does not have the required condensate drain line or an approved water level detection device that will shut off equipment served in the event that the main condensate drain line becomes restricted in the equipment drain pan in violation of the 2015 International residential Code M1411.3 and M1411.3.1

17. The contractor did not install the required thermostat to serve the system, in violation of the 2015 International Residential Code M1401.1.

18. The structure contains multiple unsealed duct penetrations through the floor, in violation of the 2015 International Residential Code N1102.4.

19. Contractor or employee allegedly forged homeowner signature for financing with Alabama Power.

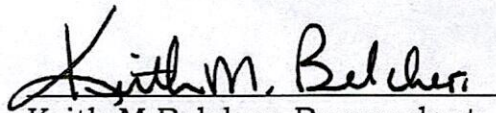
STIPULATED CONCLUSIONS OF LAW

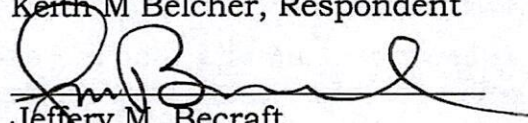
1. Respondent admits that the above listed findings by the Board are in violation of the Board's Minimum Standards, and thus grounds for discipline by the Board under *Code of Alabama* § 34-31-18 *et seq.* and the jurisdiction of the Board.
2. Respondent acknowledges he is subject to the provisions of the *Code of Alabama*, § 34-31-18, *et seq.* and the jurisdiction of the Board.

STIPULATED DISPOSITION

1. Respondent shall not in the future violate the provisions of the *Code of Alabama* § 34-31 (1975), or the Rules promulgated thereunder.
2. Respondent has completed a mandatory class provided by the Board pertaining to the 2015 International Fuel Gas Code and Mechanical Code, and 2015 International Residential Code on March 9, 2022.
3. Respondent agrees to remit a maximum administrative fine of \$3000 within thirty (30) days of completion of the class for the above-described conduct.
4. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
5. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
6. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
7. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.

Signed this _____ day of _____, 2022.


Keith M Belcher, Respondent

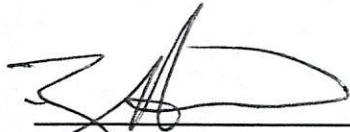

Jeffery M. Becraft,
Executive Director

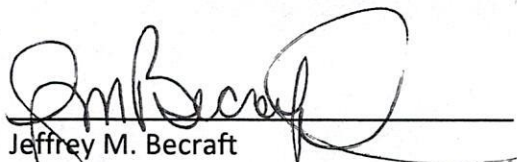
SWORN to and SUBSCRIBED before me on this the _____ day of
_____, 2022.

Notary Public
My Commission Expires: _____

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022.



Board Chairman

Jeffrey M. Becraft
Executive Director

**STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS**

William T. Bradford
Tim Bradford Heating & Air
169 Blue Road
Tuscumbia, AL 35674

Complaint File Number #CC-2020-045

ORDER

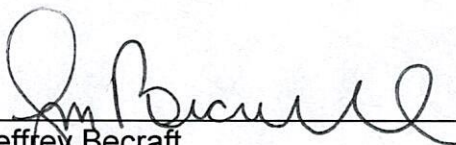
This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board May 5, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the May 5, 2022, Board Meeting: Susan Bolt, Misty Forbus, Brett Hall, Eddie Harper, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb DONE, this the 12th day of May 2022.



Jeffrey Becraft
Executive Director

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION
CONTRACTORS

IN THE MATTER OF

Tim Bradford Heating & Air
William T. Bradford
169 Blue Road
Tuscumbia, AL 35674

Certification Number: 06118

Complaint File Number CC-2020-045

SETTLEMENT AGREEMENT

William T. Bradford (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

Respondent installed and/or serviced a heating and air conditioning system at 246 Robinhood Drive, Florence, AL 35633. A Board inspection of the site revealed the following violations:

1. The line voltage wire conductors that serve the electric heater kit are damaged at the termination in the disconnect, in violation of the 2014 National Electric Code Article 110.14 paragraph A
2. The installed disconnect for the package unit is missing the breaker cover, in violation of the of the 2015 International Residential Code E3404.9

3. The electric heater kit installed does not appear to be a factory approved heater kit, in violation of the 2015 International Residential Code section M1401.1
4. The supply and return ducts square to round transitions at unit are not insulated completely, in violation of the 2015 International Residential Code section N1103.3.1
5. The supply and return ducts transition at unit are not sealed to the supply and return trunk line with a listed and label tape or mastic, in violation of 2015 International Residential Code section M1601.4.1
6. Condensate drain piping is not installed in accordance with the manufacturer's installation instructions and the 2015 International Residential Code section M1401.1
7. The duct work that connects to the package unit is not protected from the elements, in violation of the 2015 International Residential Code section M1601.4.6 paragraph 2

STIPULATED CONCLUSIONS OF LAW

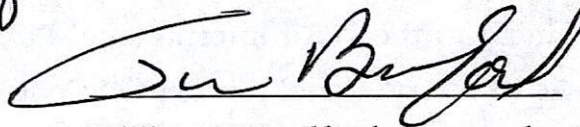
1. Respondent admits that the above listed findings by the Board are in violation of the Board's Minimum Standards, and thus grounds for discipline by the Board under *Code of Alabama* § 34-31-18 *et seq.* and the jurisdiction of the Board.
2. Respondent acknowledges he is subject to the provisions of the *Code of Alabama*, § 34-31-18, *et seq.* and the jurisdiction of the Board.

STIPULATED DISPOSITION

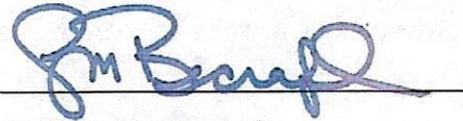
1. Respondent shall not in the future violate the provisions of the *Code of Alabama* § 34-31 (1975), or the Rules promulgated thereunder.

2. Respondent has completed a mandatory class provided by the Board pertaining to the 2015 International Fuel Gas Code and Mechanical Code, and 2015 International Residential Code on June 10, 2021.
3. Respondent agrees to remit a maximum administrative fine of \$412.50 within thirty (30) days of completion of the class for the above described conduct.
4. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
5. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
6. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
7. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.

Signed this 10th day of June, 2021.



William T Bradford, Respondent



Jeffrey M. Becraft,
Executive Director

SWORN to and SUBSCRIBED before me on this the _____ day of

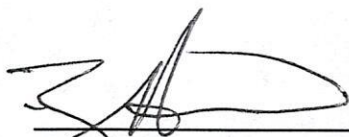
_____, 2021.

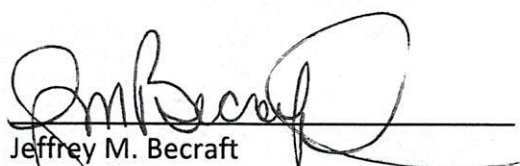
Notary Public

My Commission Expires: _____

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022.



Board Chairman

Jeffrey M. Becraft
Executive Director

**STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS**

John A Burt
Burt Plumbing Heating & Air
PO Box 640361
Pike Road, AL 36064

Complaint File Number #CC-2021-020

ORDER

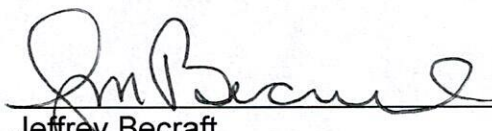
This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board May 5, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the May 5, 2022, Board Meeting: Susan Bolt, Misty Forbus, Brett Hall, Eddie Harper, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb DONE, this the 12th day of May 2022.



Jeffrey Becraft
Executive Director

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION
CONTRACTORS

IN THE MATTER OF

John A Burt
Burt Plumbing Heating & Air
P. O. Box 640361
Pike Road, AL 36064

Certification Number: 08078

Complaint File Number CC-2021-020

SETTLEMENT AGREEMENT

John A Burt (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

Respondent installed and/or serviced a heating and air conditioning system at 1610 County Road 10, Prattville, AL 36067. A Board inspection of the site revealed the following violations:

Attic system

1. The 30-amp breaker is undersized for the outdoor unit amperage, in violation of the 2015 International Residential Code M1401.1.
2. The 16-inch flexible return air duct and the 12 x 12 inch. filter back grille is undersized for the 5-ton system, in violation of the 2015 International Residential Code M1601.1.
3. The 12x12 inch. and 20x24 inch. return filter back air grilles are undersized for the 5-ton system, in violation of the 2015 International Residential Code M1601.1.

4. The primary condensate drain line is not installed to the manufacturer's specifications, in violation of the 2015 International Residential Code M1401.1.
5. Multiple flexible supply ducts are improperly radiused, in violation of the 2015 International Residential Code M1601.1.1 Section 2.
6. The equipment drain pan does not have the required condensate drain line or an approved water level detection device that will shut off equipment served in the event the main condensate drain line becomes restricted, in violation of the 2015 International Residential Code M1411.3.1
7. The heater kit installed is not marked on the manufacturer's data plate, in violation of the 2015 International Residential Code M1401.1.
8. The refrigerant tubing insulation does not appear to be the required R-4 minimum, , in violation of the 2015 International Residential Code M1411.6.
9. The refrigerant access ports located outdoors is not fitted with locking-type tamper resistant caps, in violation of the 2015 International Residential Code M1411.8.

Pantry System

10. The 20x30 inch. filter back grille is undersized for the 4-ton unit, in violation of the 2015 International Residential Code M1601.1.
11. The primary condensate drain line is not installed to the manufacturer's specifications, in violation of the 2015 International Residential Code M1401.1.
12. The heater kit installed is not marked on the manufacturer's data plate, in violation of the 2015 International Residential Code M1401.1.
13. The refrigerant tubing insulation does not appear to be the required R-4 minimum, , in violation of the 2015 International Residential Code M1411.6.
14. The refrigerant access ports located outdoors is not fitted with locking-type tamper resistant caps, in violation of the 2015 International Residential Code M1411.8.

Apartment System

15. The 16x24 inch. Return air filter back grille is undersized for the 3-ton system, in violation of the 2015 International Residential Code M1601.1.

16. The heater kit installed is not marked on the manufacturer's data plate, in violation of the 2015 International Residential Code M1401.1.
17. The Primary drain is not installed to manufacturers specifications, in violation of the 2015 International Residential Code M1411.3.1.
18. The refrigerant tubing insulation does not appear to be the required R-4 minimum, , in violation of the 2015 International Residential Code M1411.6.
19. The refrigerant access ports located outdoors is not fitted with locking-type tamper resistant caps, in violation of the 2015 International Residential Code M1411.8.

Multipurpose System

20. The 30-amp breaker is undersized for the condenser, in violation of the 2015 International Residential Code M1401.1.
21. The Primary drain is not installed to manufacturers specifications, in violation of the 2015 International Residential Code M1401.1.
22. The equipment drain pan does not have the required condensate drain line or an approved water level detection device that will shut off equipment served in the event the main condensate drain line becomes restricted, in violation of the 2015 International Residential Code M1411.3.1
23. The 20x30 inch. return air filter back grille is undersized for the 5-ton system, in violation of the 2015 International Residential Code M1601.1.
24. The heater kit installed is not marked on the manufacturer's data plate, in violation of the 2015 International Residential Code M1401.1.
25. The refrigerant tubing insulation does not appear to be the required R-4 minimum, , in violation of the 2015 International Residential Code M1411.6.
26. The refrigerant access ports located outdoors is not fitted with locking-type tamper resistant caps, in violation of the 2015 International Residential Code M1411.8.

STIPULATED CONCLUSIONS OF LAW

1. Respondent admits that the above listed findings by the Board are in violation of the Board's Minimum Standards, and thus grounds for discipline by the Board under *Code of Alabama* § 34-31-18 *et seq.* and the jurisdiction of the Board.

2. Respondent acknowledges he is subject to the provisions of the *Code of Alabama*, § 34-31-18, *et seq.* and the jurisdiction of the Board.

STIPULATED DISPOSITION

1. Respondent shall not in the future violate the provisions of the *Code of Alabama* § 34-31 (1975), or the Rules promulgated thereunder.

2. Respondent has completed a mandatory class provided by the Board pertaining to the 2015 International Fuel Gas Code and Mechanical Code, and 2015 International Residential Code on March 9, 2022.

3. Respondent agrees to remit a maximum administrative fine of \$2350.00 within thirty (30) days of completion of the class for the above-described conduct.

4. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.

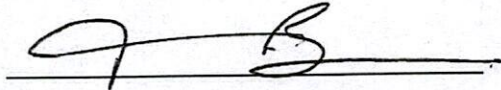
5. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.

6. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly

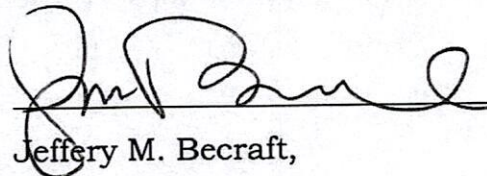
scheduled meeting. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

7. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.

Signed this 9th day of March, 2022.



John A Burt, Respondent



Jeffery M. Becraft,
Executive Director

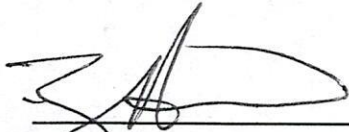
SWORN to and SUBSCRIBED before me on this the _____ day of _____, 2022.


Notary Public

My Commission Expires: _____

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022



Board Chairman

Jeffrey M. Becraft
Executive Director

STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

Lucas Green
Darden- Green Co.
441 Quail Hollow Road
Warrior AL 35180

Complaint File Number #CC-2020-063 & 2021-015

ORDER

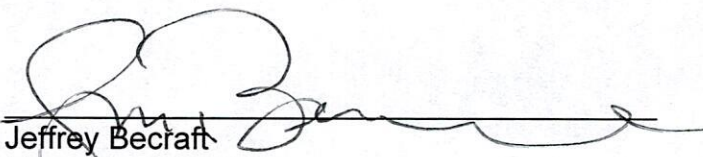
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THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board May 5, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the May 5, 2022, Board Meeting: Susan Bolt, Misty Forbus, Brett Hall, Eddie Harper, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb DONE, this the 12th day of May 2022.


Jeffrey Becraft
Executive Director

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

IN THE MATTER OF
Lucas Green
Darden-Green Co. Inc.
441 Quail Hollow Road
Warrior, AL 35180

Certification Number: 13152

Complaint File Number CC-2020-063, 2021-114 & 2021-015

SETTLEMENT AGREEMENT

Lucas Green (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

Respondent installed and/or serviced a heating and air conditioning system at 221 Rock Drive Gardendale, AL 35071. A Board inspection of the site revealed the following violations:

1. The return box the air handler sits on is not completely sealed using an approved listed and labeled tape or mastic, in violation of the 2015 International Residential Code section M1601.4.1
2. The condensate drain does not have a required trap depth, in violation of the 2015 International Residential Code section M1401.1
3. The refrigerant piping insulation does not meet the R-4 requirement, in violation of the 2015 International Residential Code section M1411.6
4. The 12" flex return duct to master bedroom is not supported properly, in violation of the manufacturers installation instructions and the 2015 International Residential Code section M1601.1.1
5. The supply air boots are not sealed to the ceiling, in violation of the 2015 International Residential Code section N1102.4.1.1
6. The duct system does not appear to be sized according to ACCA manual D, in violation of the 2015 International Code section M1601.1

STIPULATED DISPOSITION

1. Respondent shall not in the future violate the provisions of the *Code of Alabama* § 34-31 (1975), or the Rules promulgated thereunder.
2. Respondent agrees to remit a maximum administrative fine of \$4000.00 within thirty (30) days of receipt of this agreement for the above-described conduct.
3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
5. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.
7. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.

Signed this _____ day of _____, 2022.

Lucas W. Green, Respondent

Hargrove, Jennifer

From: Becraft, Jeffrey
Sent: Thursday, April 7, 2022 9:40 AM
To: Hargrove, Jennifer; Johnson, Crystal; Claybrook, Nelda
Subject: FW: Fee / Fine Payment

From: HACR@igovsolution.net <HACR@igovsolution.net>
Sent: Thursday, April 7, 2022 9:26 AM
To: Becraft, Jeffrey <Jeffrey.Becraft@hacr.alabama.gov>
Subject: Fee / Fine Payment

Amount: \$4160.00
Date Paid: 4/7/2022
Paid By/For: Lucas W Green / License No# 2013152.

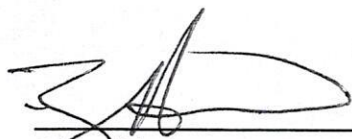
By making this online payment for the case referenced above, I knowingly and voluntarily enter into the agreement and expressly waive all further procedural steps, and expressly waive all rights to seek judicial review or to otherwise challenge or contest the validity of the agreement, the findings of fact, conclusions of law and imposition of discipline herein. This agreement shall become effective upon the execution by all parties and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. I acknowledge and understand that this agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

Electronic Signature: Lucas W Green **Date Paid:** 4/7/2022

Lucas Green

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022.



Board Chairman

Jeffrey M. Becraft
Executive Director

STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

Mike Guthas
Just Air Heating & Air Conditioning
13056 County Road 29
Clanton, AL 35405

Complaint File Number #CC-2021-002

ORDER

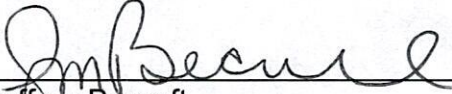
This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board May 5, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the May 5, 2022, Board Meeting: Susan Bolt, Misty Forbus, Brett Hall, Eddie Harper, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb DONE, this the 12th day of May 2022.



Jeffrey Becraft
Executive Director

1362

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION
CONTRACTORS

IN THE MATTER OF

Mike Guthas
Just Air Heating & Air Conditioning
13056 County Road 29
Clanton, AL 35405

Certification Number: 10165

Complaint File Number CC-2021-002

SETTLEMENT AGREEMENT

Mike Guthas (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

Respondent installed and/or serviced a heating and air conditioning system at 25871 US Hwy 31, Jemison, Alabama 35085. A Board inspection of the site revealed the following violations:

1. The 60-amp breaker installed is oversized for the #10 type NM-cable that serves the heater kit, in violation of the 2015 International Residential Code E3705.1.
2. The #10 type NM-cable that serves the heater kit is not protected from abrasion(when it penetrates package unit electrical panel), in violation of the 2015 International Residential Code E3907.6
3. The #10 type NM-cable that serves the heater kit is undersized, in violation of the 2015 International Residential Code M1401.1.
4. The electrical cable that serves the heater kit is not protected from damage (from the point the electrical cable exits the

electrical breaker panel and enters the structure.), in violation of the 2015 International Residential Code E3802.3.2.

5. The electrical cable that serves the heat kit is not protected from damage (from the point the electrical cable exits the structure and enters the disconnect and leaves the disconnect and enters the package unit.), in violation of the 2015 International Residential Code E3802.3.2.
6. The electrical cable that serves the heat kit is not protected from abrasion (at a point the cable penetrates bottom of the electrical breaker panel), in violation of the 2015 International Residential Code E3907.6
7. The electrical cable that serves the heat kit is not protected from abrasion (at a point the cable penetrates bottom of the electrical disconnect), in violation of the 2015 International Residential Code E3907.6
8. The energized components contained in the electrical breaker panel are not protected from accidental contact of 50 volts or more, in violation of the 2015 International Residential Code M3404.9
9. The thermostat power limited class-1 wire located in the package unit is not insulated and listed to be enclosed with the power supply cables, in violation of the 2014 National Electric Code 725.48(A).
10. The flexible supply and return ducts are not protected against the elements, in violation of the 2015 International Residential Code M1601.4.6.
11. The heater kit installed is not marked on manufacturers data plate, in violation of the 2015 International Residential Code M1401.1.
12. The (20 x 30) return air filter back grill is undersized for the 3.5-ton unit, in violation of the 2015 International Residential Code .M1601.1.
13. The 16-inch flexible return and supply air duct do not have the required 4" separation from the earth, in violation of the 2015 International Residential Code M1601.4.8.
14. The 16-inch flexible supply and return air duct are not sealed with a UL approved listed and labeled tape or mastic where Connections are made to package unit), in violation of the 2015 International Residential Code M1601.4.1.

15. The 16-inch return duct is undersized for the 3.5-ton package unit, in violation of the 2015 International Residential Code .M1601.1.

STIPULATED CONCLUSIONS OF LAW

1. Respondent admits that the above listed findings by the Board are in violation of the Board's Minimum Standards, and thus grounds for discipline by the Board under *Code of Alabama* § 34-31-18 *et seq.* and the jurisdiction of the Board.
2. Respondent acknowledges he is subject to the provisions of the *Code of Alabama*, § 34-31-18, *et seq.* and the jurisdiction of the Board.

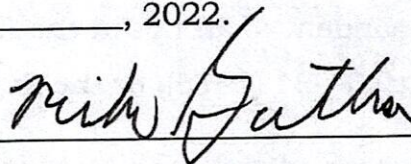
STIPULATED DISPOSITION

1. Respondent shall not in the future violate the provisions of the *Code of Alabama* § 34-31 (1975), or the Rules promulgated thereunder.
2. Respondent has completed a mandatory class provided by the Board pertaining to the 2015 International Fuel Gas Code and Mechanical Code, and 2015 International Residential Code on March 9, 2022.
3. Respondent agrees to remit a maximum administrative fine of \$625.00 within thirty (30) days of completion of the class for the above-described conduct.
4. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
5. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.

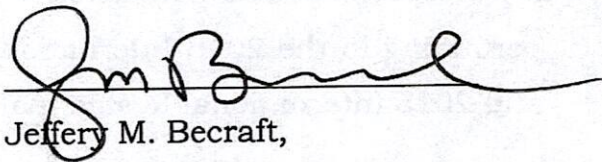
6. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

7. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.

Signed this _____ day of _____, 2022.



Mike Guthas, Respondent



Jeffery M. Becraft,
Executive Director


SWORN to and SUBSCRIBED before me on this the _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022



Board Chairman

Jeffrey M. Becraft
Executive Director

**STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS**

Patrick G Long
Whaley Foodservice, LLC
2404 Woodmere Drive
Birmingham, AL 35226

Complaint File Number #BC-2021-111

ORDER

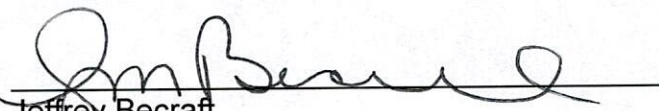
This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board May 5, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the May 5, 2022, Board Meeting: Susan Bolt, Misty Forbus, Brett Hall, Eddie Harper, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb DONE, this the 12th day of May 2022.


Jeffrey Becraft
Executive Director

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

IN THE MATTER OF

Patrick Long
Whaley Foodservice, LLC
2404 Woodmere Drive
Birmingham, AL 35226

Certification Number : 03186

Board Complaint File No. BC-2021-111



SETTLEMENT AGREEMENT

Patrick Long (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

On, October 15, 2021 a notice of violation was issued to the Respondent for not displaying contractor's certification numbers and/or the company name on a service vehicle.

Respondent violated *Code of Alabama* 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

Respondent acknowledges that she is subject to the provisions of the *Code of Alabama*, Section 34-31-24(2), and the jurisdiction of the Board.

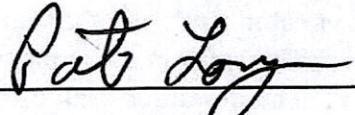
STIPULATED DISPOSITION

1. Respondent shall not in the future violate the provisions of the *Code of Alabama* Section 34-31-24(2), or the Rules promulgated thereunder.
2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities.

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3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
5. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.
7. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.

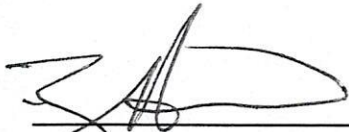
Signed this 2 day of FEBRUARY, 2022



Patrick Long, Respondent

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022



Board Chairman

Jeffrey M. Becraft
Executive Director

**STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS**

Mark Lowery
Jax Refrigeration Inc.
1529 South 3rd Street
Jacksonville, AL 32250

Complaint File Number #BC-2021-127

ORDER

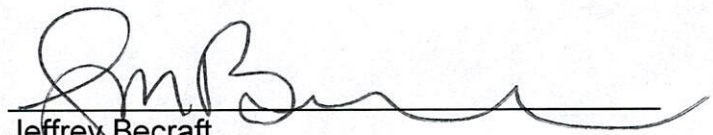
This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board May 5, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the May 5, 2022, Board Meeting: Susan Bolt, Misty Forbus, Brett Hall, Eddie Harper, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb DONE, this the 12th day of May 2022.



Jeffrey Becraft
Executive Director

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

IN THE MATTER OF

Mark Lowery
JAX Refrigeration Inc.
1529 South 3rd Street
Jacksonville, AL 32250

Certification Number : 13143

Board Complaint File No. BC-2021-127



SETTLEMENT AGREEMENT

Mark Lowery (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

On, December 14, 2021 a notice of violation was issued to the Respondent for not displaying contractor's certification numbers and/or the company name on a service vehicle.

Respondent violated *Code of Alabama* 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

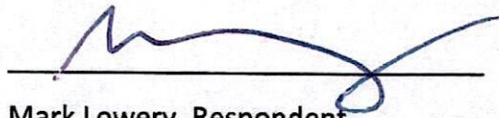
Respondent acknowledges that she is subject to the provisions of the *Code of Alabama*, Section 34-31-24(2), and the jurisdiction of the Board.

STIPULATED DISPOSITION

1. Respondent shall not in the future violate the provisions of the *Code of Alabama* Section 34-31-24(2), or the Rules promulgated thereunder.
2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities.

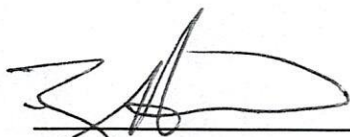
3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
5. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.
7. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.

Signed this 4TH day of April, 2022


Mark Lowery, Respondent

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022.



Board Chairman

Jeffrey M. Becraft
Executive Director

STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

Jerry H Robbins
Robbins Complete Service
27 Macdonald Cove
Springville, AL 35146

Complaint File Number #BC-2021-124

ORDER

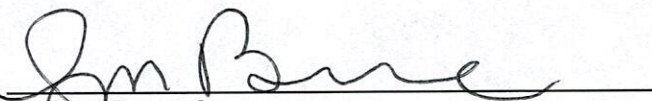
This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board May 5, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the May 5, 2022, Board Meeting: Susan Bolt, Misty Forbus, Brett Hall, Eddie Harper, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb DONE, this the 12th day of May 2022.



Jeffrey Becraft
Executive Director

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

IN THE MATTER OF
Jerry H Robbins
Robbins Complete Service
27 Macdonald Cove
Springville, AL 35146

Ba!

Certification Number: 89423

Complaint File Number CC-2021-117

SETTLEMENT AGREEMENT

Jerry H Robbins (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

Respondent was allowed the use of his license to Creature LLC to purchase a business license as well as a permit to do HVAC work in the City of Montgomery.

STIPULATED CONCLUSIONS OF LAW

1. Respondent admits that his activities constitute a misuse of his license, as provided for by *Code of Alabama* § 34-31-24(1975), and Board Rules 440-X-3-.03(5) and 440-X-3-.09(2).
2. Respondent admits that his activities are cause for discipline under the *Code of Alabama* § 34-31-32.
3. Respondent acknowledges he is subject to the provisions of the *Code of Alabama*, § 34-31-18, *et seq.* and the jurisdiction of the Board.

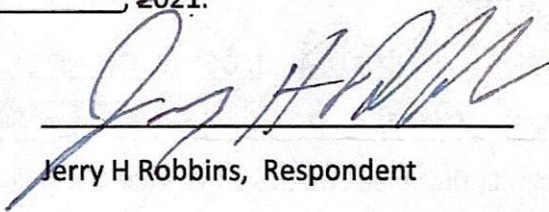
STIPULATED DISPOSITION

CK# 052227
\$1,000




1. Respondent shall not in the future violate the provisions of the *Code of Alabama*, § 34-31 (1975), or the Rules promulgated thereunder.
2. Respondent agrees to \$1000.00 administrative fine to the Board upon execution of this Settlement Agreement as payment for his unlawful activities.
3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama law against the Respondent.
4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
5. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board, it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.
6. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
7. Respondent expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the stipulated facts, conclusions of law and imposition of discipline herein.

Signed this 6th day of April, ²⁰²²~~2021~~.


Jerry H Robbins, Respondent

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022.



Board Chairman

Jeffrey M. Becraft
Executive Director

STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

Greg A Roberts
Hansen Air Pros, LLC
11671 Lilly Wilson Lane
Bay Minette, AL 36507

Complaint File Number #CC-2021-100

ORDER

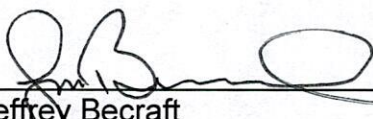
This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board May 5, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the May 5, 2022, Board Meeting: Susan Bolt, Misty Forbus, Brett Hall, Eddie Harper, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb DONE, this the 12th day of May 2022.



Jeffrey Becraft
Executive Director

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

IN THE MATTER OF
Greg A Roberts
Hansen Air Pros, LLC
11671 Lilly Wilson Lane
Bay Minette, AL 36507

Certification Number: 99172

Complaint File Number CC-2021-100

SETTLEMENT AGREEMENT

Greg A Roberts (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

Respondent was advertising under a company name and license number that has been revoked by the Board.

STIPULATED CONCLUSIONS OF LAW

1. Respondent admits that his activities constitute a misuse of his license, as provided for by *Code of Alabama* § 34-31- 24(1975), and Board Rules 440-X-3-.03(5) and 440-X-3-.09(2).
2. Respondent admits that his activities are cause for discipline under the *Code of Alabama* § 34-31-32.
3. Respondent acknowledges he is subject to the provisions of the *Code of Alabama*, § 34-31-18, *et seq.* and the jurisdiction of the Board.

STIPULATED DISPOSITION

1. Respondent shall not in the future violate the provisions of the *Code of Alabama*, § 34-31 (1975), or the Rules promulgated thereunder.

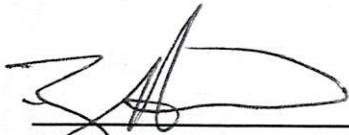
2. Respondent agrees to \$1000.00 administrative fine to the Board upon execution of this Settlement Agreement as payment for his unlawful activities.
3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama law against the Respondent.
4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
5. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board, it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.
6. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
7. Respondent expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the stipulated facts, conclusions of law and imposition of discipline herein.

Signed this _____ day of _____, 2021.

Greg A Roberts , Respondent

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022.



Board Chairman

Jeffrey M. Becraft
Executive Director

**STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS**

Blanchard V Wilson
CIMCO Refrigeration Inc.
2502 Commercial Park Drive
Mobile, AL 36606

Complaint File Number #BC-2021-128

ORDER

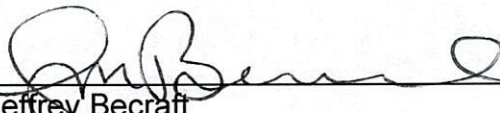
This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board May 5, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the May 5, 2022, Board Meeting: Susan Bolt, Misty Forbus, Brett Hall, Eddie Harper, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb DONE, this the 12th day of May 2022.



Jeffrey Becraft
Executive Director

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

IN THE MATTER OF

Blanchard V Wilson
CIMCO Refrigeration, Inc.
2502 Commercial Park Drive
Mobile, AL 36606

Certification Number : 09168

Board Complaint File No. BC-2021-128

SETTLEMENT AGREEMENT

Blanchard V Wilson (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

On, December 14, 2021 a notice of violation was issued to the Respondent for not displaying contractor's certification numbers and/or the company name on a service vehicle.

Respondent violated *Code of Alabama* 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

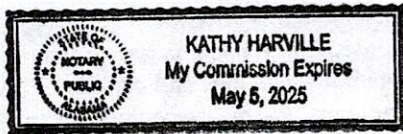
Respondent acknowledges that she is subject to the provisions of the *Code of Alabama*, Section 34-31-24(2), and the jurisdiction of the Board.

STIPULATED DISPOSITION

1. Respondent shall not in the future violate the provisions of the *Code of Alabama* Section 34-31-24(2), or the Rules promulgated thereunder.
2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities.

3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
5. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.
7. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.

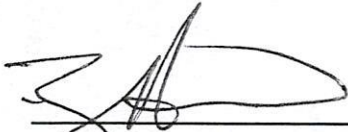
Signed this 8 day of March, 2022




Blanchard V. Wilson, Respondent

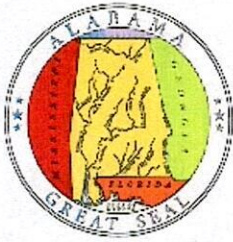
RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022.



Board Chairman

Jeffrey M. Becraft
Executive Director



STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING
AND REFRIGERATION CONTRACTORS

P.O. Box 305025
Montgomery, Alabama 36104-5025
(334) 242-5550



Kay Ivey
GOVERNOR

www.hacr.alabama.gov

Jeffrey M. Becraft
Executive Director

May 12, 2022

JIMMIE B NEWTON
31219 SPOONBILL ROAD
SPANISH FORT, AL 36527

Re: Case No. UC-2022-007

Dear Mr. Newton:

The Board's records indicate that you submitted payment pursuant to the terms of the consent agreement in Case No. UC-2022-007.

The Board, at its May 5, 2022, Board Meeting approved your Consent Agreement in the above referenced case and this matter has been closed. A copy of the fully executed Consent Agreement can be obtained by contacting the Board at 1-866-855-1912.

Sincerely,

A handwritten signature in black ink, appearing to read "Jm Becraft", with a long horizontal flourish extending to the right.

Jeffrey M. Becraft
Executive Director

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

Jimmie Bruce Newton
AdvantaClean of South Baldwin County
31219 Spoonbill Road
Daphne AL 36527

Investigative File # UC-2022-007
CONSENT AGREEMENT

Jimmie Bruce Newton(hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning & Refrigeration Contractors (hereinafter referred to as "the Board") to the following:

STIPULATED FACTS

1. Respondent has never been issued a license by the Board to engage in the installation or service and repair of heating and air conditioning systems in the State of Alabama.
2. Respondent stipulates that he has engaged in the advertising of installation and/or service and repair of HVAC systems in the State of Alabama during a period of time in which he was not licensed by the Board.
3. Specifically, Respondent advertised air duct cleaning and HVAC coil cleaning services without holding a license with the Board.
4. Respondent neither admits nor denies whether his activity as a heating and air contractor fell below the minimum installation, service, and repair standards for certified contractors.

pd Cash ck # 04535904
2 08/21/22



STIPULATED CONCLUSIONS OF LAW

5. Respondent, in his capacity as an unlicensed heating and air contractor, admits that, in such capacity, he is required to be licensed by the Board and is subject to the provisions of the *Ala. Code*, Section 34-31-18 (1975). and the jurisdiction of the Board.

STIPULATED DISPOSITION

6. Respondent shall not in the future violate the provisions of the Code of Alabama, 1975, Title 34, Chapter 31, or the Rules promulgated thereunder.

7. Respondent agrees not to engage in the installation or service and repair of heating, air conditioning, or refrigeration systems in the State of Alabama, other than on his own property, until such time as Respondent has become certified by the Board; or Respondent has hired a duly licensed certified contractor as a regular employee; or Respondent has entered into partnership with a duly licensed member; or Respondent has otherwise through permissible means prescribed by the Board properly certified any business operated and/or owned by Respondent.

8. Respondent agrees to remit to the Board the amount of One Thousand Dollars (\$1,000.00) upon execution of this Consent Agreement as an administrative fee for Respondent's unlicensed activities.

9. In consideration of Respondent's full and complete compliance with this Consent Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil injunctive remedies and criminal charges as related to this particular matter available under Alabama law against the Respondent.

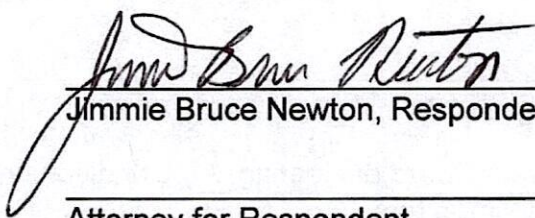
10. Respondent understands that this Consent Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.

11. This Consent Agreement shall become effective upon execution by the parties hereto and, upon ratification by the Board, it shall be made a part of the official

minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that this Consent Agreement, once final, is public information.

12. Respondent expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Consent Agreement, the stipulated facts, conclusions of law and imposition of discipline contained herein.

Signed this 3rd day of FEB, 2022.



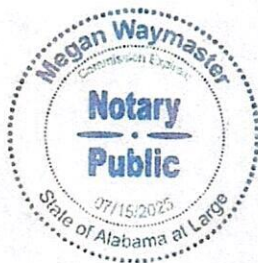
Jimmie Bruce Newton, Respondent

Attorney for Respondent

SWORN to and SUBSCRIBED before me on this the 3 day of February, 2022.

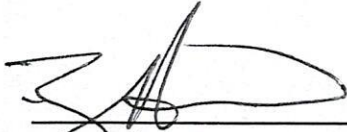


Notary Public
My Commission Expires: 07/15/2025



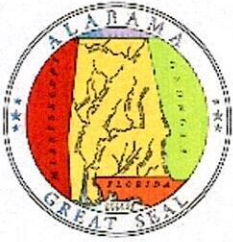
RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022.



Board Chairman

Jeffrey M. Becraft
Executive Director



STATE OF ALABAMA
**BOARD OF HEATING, AIR CONDITIONING
AND REFRIGERATION CONTRACTORS**

P.O. Box 305025
Montgomery, Alabama 36104-5025
(334) 242-5550



Kay Ivey
GOVERNOR

www.hacr.alabama.gov

Jeffrey M. Becraft
Executive Director

May 12, 2022

FRANK ORSINI
173 YELLOW JACKER LANE
WILSONVILLE, AL 35186

Re: Case No. UC-2022-003

Dear Mr. Orsini:

The Board's records indicate that you submitted payment pursuant to the terms of the consent agreement in Case No. UC-2022-003.

The Board, at its May 5, 2022, Board Meeting approved your Consent Agreement in the above referenced case and this matter has been closed. A copy of the fully executed Consent Agreement can be obtained by contacting the Board at 1-866-855-1912.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Becraft".

Jeffrey M. Becraft
Executive Director

BEFORE THE STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS

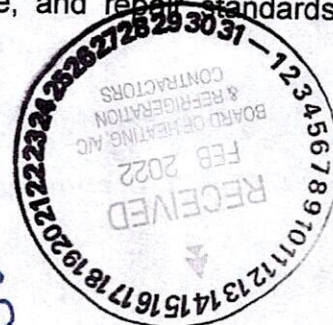
Franklin Orsini
Home Diagnostic Solution
173 Yellow Jacket Lane
Willsonville, AL 35186

Investigative File # UC-2022-003
CONSENT AGREEMENT

Franklin Orsini(hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning & Refrigeration Contractors (hereinafter referred to as "the Board") to the following:

STIPULATED FACTS

1. Respondent has never been issued a license by the Board to engage in the installation or service and repair of heating and air conditioning systems in the State of Alabama.
2. Respondent stipulates that he has engaged in performing a DET test at 57 Boswell Road Phoenix City Alabama without being registered with the HACR Board. Mr. Orsini submitted conflicting documentation to the State Board in reference regard to DET test.
3. Specifically, Respondent engaged in heating and air conditioning service and/or repair without holding a license with the Board.
4. Respondent neither admits nor denies whether his activity as a heating and air contractor fell below the minimum installation, service, and repair standards for certified contractors.



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STIPULATED CONCLUSIONS OF LAW

5. Respondent, in his capacity as an unlicensed heating and air contractor, admits that, in such capacity, he is required to be licensed by the Board and is subject to the provisions of the *Ala. Code*, Section 34-31-18 (1975), and the jurisdiction of the Board.

STIPULATED DISPOSITION

6. Respondent shall not in the future violate the provisions of the Code of Alabama, 1975, Title 34, Chapter 31, or the Rules promulgated thereunder.

7. Respondent agrees not to engage in the installation or service and repair of heating, air conditioning, or refrigeration systems in the State of Alabama, other than on his own property, until such time as Respondent has become certified by the Board; or Respondent has hired a duly licensed certified contractor as a regular employee; or Respondent has entered into partnership with a duly licensed member; or Respondent has otherwise through permissible means prescribed by the Board properly certified any business operated and/or owned by Respondent.

8. Respondent agrees to remit to the Board the amount of One Thousand Dollars (\$1,000.00) upon execution of this Consent Agreement as an administrative fee for Respondent's unlicensed activities.

9. In consideration of Respondent's full and complete compliance with this Consent Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil injunctive remedies and criminal charges as related to this particular matter available under Alabama law against the Respondent.

10. Respondent understands that this Consent Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.

11. This Consent Agreement shall become effective upon execution by the parties hereto and, upon ratification by the Board, it shall be made a part of the official

minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that this Consent Agreement, once final, is public information.


12. Respondent expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Consent Agreement, the stipulated facts, conclusions of law and imposition of discipline contained herein.

Signed this 10 day of February, 2022.


Franklin Orsini, Respondent

Attorney for Respondent

SWORN to and SUBSCRIBED before me on this the 10th day of February, 2022.


Notary Public
My Commission Expires: 3/11/2024

Andrea Brook Roland
Notary Public, Alabama State at Large
My Commission Expires
03/11/2024

APPROVED:

Jeffrey M. Becraft
Executive Director
State of Alabama
Board of Heating, Air Conditioning and Refrigeration
Contractors
(334) 242-5550

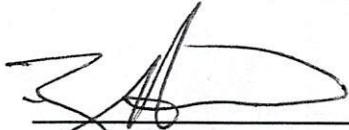
Date

Brett Hall
Chairman
State of Alabama Board of Heating, Air Conditioning and
Refrigeration Contractors

Date

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 5th day of May 2022



Board Chairman

Jeffrey M. Becraft
Executive Director