



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

February 15, 2023

Richard Anderson Black
Rick's Property Maintenance RPM
1350 County Road 1352
Vinemont, AL 35179

Re: Case No. UC-2022-133

Dear Mr. Black:

The Board's records indicate that you submitted payment pursuant to the terms of the consent agreement in Case No. UC-2022-133.

The Board, at its February 15, 2023, 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,


Jeffrey M. Becraft
Executive Director



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

PO Box 305025
Montgomery, Alabama 36130-5025
(334) 242-5550



Kay Ivey
GOVERNOR

December 13, 2022

www.hacr.alabama.gov

Jeffrey M. Becraft
EXECUTIVE DIRECTOR

VIA FEDEX

Richard Anderson Black
Ricks Property Maintenance RPM
1350 County Road 1352
Vinemont, AL 35179

Investigative File # UC-2022-133

Dear Mr. Black:

Pursuant to Ala.Code, Section 34-31-18 (1975), those advertising or engaging in the installation or service and repair of heating and air conditioning systems are required to be certified by the State of Alabama Board of Heating, Air Conditioning & Refrigeration Contractors (hereinafter referred to as "the Board"), unless otherwise exempt. The Board contends that you have advertised as a heating and air conditioning contractor without holding the required certification. As a result, you are in violation of Section 34-31-18, *Code of Alabama, 1975*.

The Board is willing to enter into a Consent Agreement regarding your uncertified contractor activity. A copy of the Consent Agreement is enclosed. Please review the Consent Agreement carefully and, if you are in agreement with its terms and conditions, please sign it before a Notary Public, and return it to the Board. Along with the Consent Agreement, you should forward a certified check or money order made payable to the State of Alabama Board of Heating and Air Conditioning Contractors in the amount of **One Thousand Dollars (\$1000.00)** for payment of the administrative fees referenced in of the Consent Agreement.

You can now pay these fines online at www.hacr.alabama.gov. Failure to submit the administrative fee and/or comply with any other terms of the Consent Agreement within **Fifteen (15)** days may result in the Board seeking further relief provided by Alabama law, which may include civil or criminal remedies.

If you have any questions, please feel free to contact me at (334) 242-5550 or toll-free at (866) 855-1912.

Sincerely,

Jeffrey M. Becraft
Executive Director

JB/jh
Enclosure

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

IN THE MATTER OF

Richard Anderson Black
Ricks Property Maintenance RPM
1350 County Road 1352

Vinemont, AL 35179 Investigative File # UC-2022-123

CONSENT AGREEMENT

Richard Anderson Black (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 heating and air conditioning service or repair, without holding a certification 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.

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 _____ day of _____, 2022.

Richard Anderson Black, Respondent

Attorney for Respondent

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

Notary Public

My Commission Expires: _____

Hargrove, Jennifer

From: Becraft, Jeffrey
Sent: Friday, December 16, 2022 8:58 AM
To: Hargrove, Jennifer; Johnson, Crystal; Claybrook, Nelda; Brendle1, Kelly
Subject: FW: Fee / Fine Payment

From: HACR@igovsolution.net <HACR@igovsolution.net>
Sent: Friday, December 16, 2022 8:55 AM
To: Becraft, Jeffrey <Jeffrey.Becraft@hacr.alabama.gov>
Subject: Fee / Fine Payment

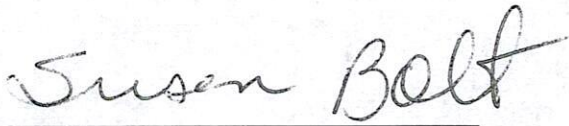
Amount: \$1040.00
Date Paid: 12/16/2022
Paid By/For: Richard Anderson Black / License No# .

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: Richard Anderson Black **Date Paid:** 12/16/2022

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 15 day of February 2023.



Board Chairman



Jeffrey M. Becraft
Executive Director