

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 18, 2023

Kenneth Baker Air Force One 1837 Rustic Drive McCalla, AL 35111

Re: Case No. UC-2023-023

Dear Mr. Baker:

The Board's records indicate that you submitted payment pursuant to the terms of the consent agreement in Case No. UC-2023-023.

The Board, at its May 10, 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,

Executive Director

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

## IN THE MATTER OF

Kenneth R Baker Air Force One 1837 Rustic Drive McCalla, AL 35111

# Investigative File # UC-2023-023 CONSENT AGREEMENT

Kenneth R Baker (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 installation and/or service and repair of HVAC systems in the State of Alabama during a period in which he was not licensed by the Board.

3. Specifically, Respondent performed heating and air installation and/or service at 500 Heritage Valley Drive, Springville, Alabama, 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.

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

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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 <u>3</u> day of <u>April</u> , 2023.

R Baker, Respondent

Attorney for Respondent

me on this the  $3^{rd}$ day of SUBSCRIBED before SWORN to and 2023. 1 2023 Notary Public CANDYCE J BELL My Commission Expires: Notary Public Alabama State at Large

# RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this <u>10</u> day of <u>May</u>  $20 \xrightarrow{23}$ 

Susan Bolt

**Board Chairman** 

ecraft

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 18, 2023

Christopher Lawrence Lunsford Lunsford Electric 4000 Hwy 59 Bay Minette, AL 36507

Re: Case No. UC-2023-019

Dear Mr. Lunsford:

The Board's records indicate that you submitted payment pursuant to the terms of the consent agreement in Case No. UC-2023-019.

The Board, at its May 10, 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,

Executive Director

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

#### IN THE MATTER OF

Christopher Lawrence Lunsford Lunsford Electric 40000 Highway 59 Bay Minette, AL 36507

# Investigative File # UC-2023-019 CONSENT AGREEMENT

RECEIVED MAR 272023 HACR BOARD



Christopher Lawrence Lunsford (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 installation and/or service and repair of HVAC systems in the State of Alabama during a period in which he was not licensed by the Board.

3. Specifically, Respondent performed heating and air installation and/or service at the Chicken Salad Chick 5753 Hillcrest Road Mobile, AL 36695, 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 anst day of March 2023. Christopher Lawrence Lunsford, Respondent Attorney for Respondent me on this the 21 before day of SUBSCRIBED SWORN to and March 2023. me Notary Public My Commission Expires: 05/09/2023 013 **Commission Expires** 05/09/2023 labama

# RATIFICATION

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**Board Chairman** 

1. 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 18, 2023

Brent Chandler Long Peaches N Clean 8602 Athlete Drive Suite D Daphne, AL 36526

Re: Case No. UC-2023-029

Dear Mr. Long:

The Board's records indicate that you submitted payment pursuant to the terms of the consent agreement in Case No. UC-2023-023.

The Board, at its May 10, 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

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

### IN THE MATTER OF

Brant Chandler Long Peaches 'n Clean 8602 Athlete Drive Suite D Daphne, AL 36526

Investigative File # UC-2023-029

#### CONSENT AGREEMENT

Brant Chandler Long (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.

Specifically, Respondent advertised air duct cleaning, without holding a certification with the Board.

 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

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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	, 2023.						
			Brant Chandler Long, Respondent						
			Attorney for Respondent						
SWORN	to and	SUBSCRIBED , 2023.	before	me	on	this	the	day	of
				Notary Public My Commission Expires:					

### Hargrove, Jennifer

From: Sent: To: Subject: Becraft, Jeffrey Thursday, April 20, 2023 9:08 AM Hargrove, Jennifer; Johnson, Crystal; Claybrook, Nelda; Brendle1, Kelly Fwd: Fee / Fine Payment

Jeffrey M. Becraft Executive Director

From: HACR@igovsolution.net <HACR@igovsolution.net> Sent: Wednesday, April 19, 2023 10:20:09 AM To: Becraft, Jeffrey <Jeffrey.Becraft@hacr.alabama.gov> Subject: Fee / Fine Payment

Amount: \$1040.00 Date Paid: 4/19/2023 Paid By/For: Brent Chandler Long / 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: Brent Chandler Long Date Paid: 4/19/2023

# RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 10 day of  $May 20^{23}$ .

Susen BOL

**Board Chairman** 

Becraft

Executive Director