

MINUTES of the Tennessee Alarm Systems Contractors Board Meeting held
October 22, 2020, by WebEx in Nashville Tennessee.

Doug Fraker

Doug Fraker (Dec 22, 2020 18:45 EST)

Douglas Fraker

Lou Richard

Lou Richard (Dec 22, 2020 20:15 EST)

Lou Richard, Secretary

Scott Cockroft

Scott Cockroft (Dec 30, 2020 11:18 CST)

William Scott Cockroft, Vice Chair

Keith Harvey

Keith Harvey (Jan 14, 2021 11:45 CST)

John Keith Harvey, Chair

**TENNESSEE ALARM SYSTEMS CONTRACTORS BOARD MEETING AND
EDUCATION MEETING MINUTES**

Date: **Thursday, October 22, 2020** **9:00 A.M. (CST)**

Place: **WebEx platform based at**
 Davy Crockett Tower
 500 James Robertson Parkway
 Nashville, TN 37243

Board Members Present:

Scott Cockroft, Vice Chair
Keith Harvey, Chair
Lou Richard, Secretary

Staff Members Present:

Cody Vest, Executive Director
Ashley Thomas, Staff Attorney
Jesse Gentry, Assistant General Counsel
Shauna Williams, Administrative Assistant RB3
Mark Amick, Administrative Manager
Megan Mosley, Administrative Assistant RB2
Carol McGlynn, Paralegal
Dustin Barati, Executive Administrative Assistant

Board Member Absent:

Doug Fraker

Call to Order: - Keith Harvey, Chair

Chair Harvey called the meeting to order at 9:01 A.M. Executive Director, Cody Vest called roll.

Roll Call: - Cody Vest, Executive Director

Keith Harvey - Here
Scott Cockroft - Here
Doug Fraker –
Lou Richard - Here

Let the record show Doug Fraker is not present but, there is a quorum.

Statement of Necessity: -Ashley Thomas, Staff Attorney

This is the regularly scheduled meeting of the Tennessee Alarm Systems Contractors Board, which is taking place via video conference, in accordance with Executive Order 60, which is in response to the novel coronavirus pandemic. Notice of this meeting was

posted to the Board website on October 15, 2020. As there is not a physical quorum present, a statement of necessity will be read into the record. Pursuant to Tennessee Code Annotated 8-44-108(b)(2) which states “if a physical quorum is not present at the location of a meeting of a governing body, then in order for a quorum of members to participate by electronic or other means of communication, the governing body must make a determination that a necessity exists.” That determination must include a recitation of the facts and circumstances on which it was based. Further, Tennessee Code Annotated 8-44-108(a)(3) defines necessity as “matters to be considered by the governing body at that meeting require timely action by the body, that physical presence by a quorum of the members is not practical within the period of time requiring action, and that participation by a quorum of the members by electronic or other means of communication is necessary.” This is the regularly scheduled meeting of the Tennessee Alarm Systems Contractors Board. The purpose of this meeting with members attending by video conference is to discuss the agenda as posted to the Board website. Voting will be conducted by roll call.

Agenda:

Motion was made by board member Cockroft to adopt the agenda as proposed. Motion was seconded by board member Richard.

Roll call:

Keith Harvey - Yes

Scott Cockroft – Yes

Lou Richard - Yes

MOTION CARRIED

Minutes: - Meeting and Education Minutes

Motion was made by board member Richard to approve the minutes from August 20, 2020. Motion was seconded by board member Cockroft.

Roll call:

Keith Harvey – Aye

Scott Cockroft – Aye

Lou Richard - Aye

MOTION CARRIED

Legal Report: - Jesse Gentry, Assistant General Counsel

New Cases:

1. **2020054581**
Respondent:
License Status: - ACTIVE
First Licensed: 4/24/2017
License Expiration: 4/30/2021
Disciplinary History: 2018 Letter of Warning

Summary: This Complaint was extremely sparse and just said “no QA” and contact information for the Respondent and apparent Complainant. The named Complainant is an employee of the Respondent and when contacted, he denied making the complaint. His contact information was also listed in our licensing file, so the complaint was forwarded to him for response. He gave us the information for the Qualified Agent, which was reflected in our licensing file.

Recommendation: Close.

BOARD DECISION: Motion was made by board member Cockroft to concur with recommendation of counsel. Motion was seconded by board member Richard.

Roll call:

Scott Cockroft – Yes

Keith Harvey - Yes

Lou Richard – Yes

MOTION CARRIED

2. **2020055021**
Respondent:
Unlicensed
Disciplinary History: None

Summary: Complainant stated that it saw the Respondent’s webpage and made this complaint after he believed the Respondent was engaging in unlicensed activity. Our investigator met with the Respondent, who stated it does not sell or install any alarm systems.

Respondent is a low voltage wire contractor and when it has clients that need alarm systems, it contracts that work out to a licensed contractor. The licensed contractor who it works with is actually affiliated with the Respondent and duly licensed with this Board. Respondent is licensed

as an electrical contractor, although it has not requested an exemption from this Board regarding licensure. Based on the Respondent's statements and review of its website, it does not appear to be offering any services as an alarm systems contractor.

Recommendation: Close.

BOARD DECISION: Motion was made by board member Richard to concur with recommendation of counsel. Motion was seconded by board member Cockroft.

Roll call:

Scott Cockroft – Yes

Keith Harvey - Yes

Lou Richard – Yes

MOTION CARRIED

3. 2020054141

Respondent:

License Status: - ACTIVE

First Licensed: 4/26/2016

License Expiration: 4/30/2022

Disciplinary History: 2016 Consent Order; 2018 Letter of Warning; 2018 Letter of Warning; 2020 Letter of Warning

Summary: Complainant entered into a contract with Respondent in May 2020 for alarm system installation and monitoring. The Complainant stated he started having issues with the alarm going off in June 2020 and that when he called the Respondent about these issues, he was told there would be a service charge. When he asked about cancelling the contract, he was told there would be a termination fee for breaking the contract as he was under contract for a 5-year term. The Complainant alleged that he was unaware of the early termination fee and was unaware that he was under contract for a 5-year term.

The Respondent disputed that it did anything improper, however, it agreed to terminate the Complainant's contract.

Recommendation: Close.

BOARD DECISION: Motion was made by board member Cockroft to concur with recommendation of counsel. Motion was seconded by board member Richard.

Roll call:

Scott Cockroft – Yes

Keith Harvey - Yes

Lou Richard – Yes

MOTION CARRIED

4. 2020054401

Respondent:

License Status: – ACTIVE

First Licensed: 4/26/2016

License Expiration: 4/30/2022

Disciplinary History: 2016 Consent Order; 2018 Letter of Warning; 2018 Letter of Warning; 2020 Letter of Warning

Summary: The Complainant stated he had attempted to cancel his mother’s contract with the Respondent and that the Respondent was delaying the cancellation process. The Respondent cancelled the contract and stated the delay was due to the Complainant not wanting to have any contact with the Respondent other than over e-mails. There were also delays due to the Complainant’s lack of authorization to make changes on his mother’s account as well as not knowing her password to the account. In total, it appears to have taken a little over a month for the account to officially close and it does not appear the Respondent acted unlawfully in closing the account.

Recommendation: Close.

BOARD DECISION: Motion was made by board member Cockroft to concur with recommendation of counsel. Motion was seconded by board member Richard.

Roll call:

Scott Cockroft – Yes

Keith Harvey - Yes

Lou Richard – Yes

MOTION CARRIED

5. 2020060991

Respondent:

License Status: - ACTIVE

First Licensed: 12/7/1994

License Expiration: 1/31/2021

Disciplinary History: 2002 Consent Order; 2006 Consent Order; 2006 Letter of Warning; 2016 Consent Order; 2017 Letter of Warning

Summary: Complainant was under an alarm monitoring contract with the Respondent in July 2020 when she began having issues with the system malfunctioning. After deciding she was going to move before getting the system serviced, she was told her home's buyer could take over the contract or she could payoff the remaining 30 months of the contract.

After receiving this Complaint, the Respondent agreed to cancel the Complainant's contract as a gesture of goodwill as long as the Complainant returned the new equipment she received in February 2020 and to refund the last payment the Complainant made in August 2020.

Recommendation: Close.

BOARD DECISION: Motion was made by board member Richard to concur with recommendation of counsel. Motion was seconded by board member Cockroft.

Roll call:

Scott Cockroft – Yes

Keith Harvey - Yes

Lou Richard – Yes

MOTION CARRIED

6. 2020063711**Respondent:**

License Status: - ACTIVE

First Licensed: 9/16/2011

License Expiration: 9/30/2021

Disciplinary History: 2013 Letter of Warning; 2014 Consent Order; 2015 Consent Order

Summary: The Complainant contracted with the Respondent for alarm monitoring services from May 2014 through May 2019. The contract had a 12-month auto-renewal provision that would go into effect unless the Complainant sent written requests to terminate the contract at least 30 days prior to the contract's term ending.

The Complainant stated he tried to terminate the contract through mailing a letter and sending an e-mail to the company and that they sent him another bill. We didn't have proof the Complainant followed the exact steps of the contract and was still being charged, however, the Respondent agreed to terminate the agreement without further cost.

Recommendation: Close.

BOARD DECISION: Motion was made by board member Cockroft to concur with recommendation of counsel. Motion was seconded by board member Richard.

Roll call:

Scott Cockroft – Yes

Keith Harvey - Yes

Lou Richard – Yes

MOTION CARRIED

7. 2020067401

Respondent:

License Status: - ACTIVE

First Licensed: 6/28/2012

License Expiration: 6/30/2022

Disciplinary History: None

Summary: The Complainant entered into a contract with the Respondent in July 2019 for alarm monitoring services that contained a provision that the Complainant's monthly rate would not change until after the first 12 months of service. At the 12th month of service, the Complainant received a bill that was \$7 higher than usual. She called the Respondent and they agreed to refund her the additional \$7 that was billed. The same issue appeared to occur the next month and the Respondent agreed to refund the entire balance due that month as well as to keep the monitoring rate at the original amount.

The Respondent may have breached its contract by increasing its monthly monitoring at the 12th month of service instead of waiting until after 12 months of service, however, it appears the Respondent has taken appropriate steps to compensate the Complainant for this situation (although the Complainant appears to want full recession of the contract without any early termination fees). This issue does not appear to be one on its face involving fraud or any dishonesty, although there may be a breach of the contract by the Respondent. The Board could elect to send a letter of warning regarding this potential breach of contract issue if it believed that was necessary, however, this case does not appear to rise to the level for formal discipline.

Recommendation: Close.

BOARD DECISION: Motion was made by board member Cockroft to concur with recommendation of counsel. Motion was seconded by board member Richard.

Roll call:

Scott Cockroft – Yes

Keith Harvey - Yes

Lou Richard – Yes

MOTION CARRIED

8. 2020067231

Respondent:

License Status: - ACTIVE

First Licensed: 12/7/1994

License Expiration: 1/31/2021

Disciplinary History: 2002 Consent Order; 2006 Consent Order; 2006 Letter of Warning; 2016 Consent Order; 2017 Letter of Warning

Summary: The Complainant entered into a 36-month alarm monitoring agreement with the Respondent in January 2019. In July 2020, the Complainant entered into a monitoring agreement with another company to have the that company take over the previous monitoring services. After receiving bills from both companies, the Complainant made this complaint.

The Respondent stated the Complainant had not paid its last two bills and that he had requested a final bill, stating the Complainant’s new company would be paying off the contract. The Respondent stated it has not received these payments, but in a gesture of good faith, it would waive the remaining and past due balances.

Recommendation: Close.

BOARD DECISION: Motion was made by board member Richard to concur with recommendation of counsel. Motion was seconded by board member Cockroft.

Roll call:

Scott Cockroft – Yes

Keith Harvey - Yes

Lou Richard – Yes

MOTION CARRIED

9. 2020068971

Respondent:

License Status: - ACTIVE

First Licensed: 7/3/2012

License Expiration: 7/31/2022

Disciplinary History: None

Summary: The Complainant entered into a 60-month alarm monitoring agreement with the Respondent in May 2020. A few months later, the Complainant put its house on the market and was under contract to sell his home. He contacted the Respondent, who told the Complainant he would have to pay an early termination fee unless the Complainant's home buyer took over the contract for alarm monitoring at the home. The Complainant then made this Complaint.

The Respondent attempted to negotiate with the Complainant to reduce the termination fees by half if the new home buyer didn't take over the contract, which the Complainant seemed to accept. Then, the Complainant stated it would not agree to a resolution until the new home buyer decided whether it was going to take over the monitoring agreement. The Respondent then agreed to just waive all termination fees and cancel the contract with the Complainant.

Recommendation: Close.

BOARD DECISION: Motion was made by board member Cockroft to concur with recommendation of counsel. Motion was seconded by board member Richard.

Roll call:

Scott Cockroft – Yes

Keith Harvey - Yes

Lou Richard – Yes

MOTION CARRIED

Additional Information for Legal Reports:

Training from the Administrative Office of Courts regarding WebEx training. Recommend that board members take part in the training.

Administrative Matters: - Cody Vest, Executive Director

Old Business: -Jami Langston

On 08/2/8/2020, Mr. Langston explained he was terminated from his company and ask if he still wanted to come before the Alarm Board and he said no.

Monthly Report – August & September 2020

There is one (1) open vacancy on the board. Monthly meeting with Ashley Thomas and Jessie Gentry on September 9, 2020. Monthly financial meeting with Asst. Commissioner on September 9, 2020.

Budget Review – July 2019 up to June 2020

Total ending balance is \$52,215, in the black. July 2020 – August 2020, you have \$27,654, in the black.

Legislation Update: - None to report

Criminal History Review

- John Waddell – Registered Employee

Board Decision: Motion was made by board member Richard to deny the application due to incomplete information on criminal history and still on probation. Motion was seconded by board member Cockroft.

Roll call:

Scott Cockroft – Yes

Keith Harvey - Yes

Lou Richard – Yes

MOTION CARRIED

Education Review:

Alarm Monitoring Services, Inc

Would your business survive if....?

Continuing Education

2 Hours

Motion was made by board member Cockroft to deny the course due to incomplete information. Completed course information to be brought back at next board meeting. Motion was seconded by board member Richard.

Unfinished Business: - 2021 Alarm Systems Dates

February 26, 2021
April 16, 2021
June 25, 2021
August 20, 2021
October 22, 2021
December 17, 2021

Motion was made by board member Richard to accept the 2021 dates. Motion was seconded by board member Cockroft.

Roll call:

Scott Cockroft – Yes
Keith Harvey - Yes
Lou Richard – Yes

MOTION CARRIED

Motion was made board member Richard to adjourn the October 22, 2020, meeting of the Tennessee Alarm Systems Contractors Board at 9:41 A.M. Motion was seconded by board member Cockroft.

Roll call:

Scott Cockroft – Yes
Doug Fraker – Yes
Lou Richard - Yes

MOTION CARRIED

Meeting adjourned.

Minutes prepared by Shauna Balaszi-Williams, Administrative Assistant RB3