

Alabama Liquefied Petroleum Gas Board

Liquefied Petroleum Gas Board

Minutes

April 9, 2026

The Alabama Liquefied Petroleum Gas Board held its quarterly board meeting on April 09, 2026, at 10:00 a.m. at 7840 Halcyon Pointe Drive, Bldg. III Montgomery, AL

Members Present: Chairman, State Fire Marshal Scott Pilgreen, Vice-Chairman Dickie Ferguson, Larry Parden, Consumer Advocate Elizabeth Childress, Daniel Brown, Kirk Reid, Public Service Commission Designee Jonathan Kimbril, Board attorney Matt Bledsoe.

Member Absent: Col Jonathan Archer

With a quorum present, the Chairman called the meeting to order and gave the invocation.

The Chairman called for a motion to adopt the agenda.

(1) Mr. Ferguson moved to adopt the agenda. Seconded by Mr. Brown, the ayes were unanimous.

Copies of meeting packages supplied to board members are retained on file at the Alabama LP-Gas Board office and are available for inspection upon request.

Minutes of the Last Meeting

The Chairman called for approval of the minutes of the January 8, 2026, meeting.

(2) Mr. Kimbril moved to approve the minutes of the January 8, 2026, meeting. Seconded by Mr. Brown, the ayes were unanimous.

Old Business

The Administrator updated the Board on the appointment results for the Southeast and Northeast areas. Mr. Kirk Reid was appointed to the board for the Southeast area, and the governor approved the appointment. Mr. Glynn Dainel Brown was appointed board member for the Northeast area of the State.

New Business

Public Hearing Rule Change Proposal

The Chairman called to recess the regular meeting to conduct a public hearing to consider the amendment to *Alabama Administrative Code 530-X-1-.02 Change the previous address to the current address of the agency.*

The Chairman declared the Board in a public hearing related to the proposed adoption of *Alabama Administrative Code 530-X-1-.02, Change the previous address to the current address of the agency.*

The public hearing was convened at 10:02 a.m.

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The Administrator stated that no public comments were received regarding the adoption of *Alabama Administrative Code 530-X-1-.02 Change the previous address to the current address of the agency*. The Administrator explained the proposed adoption.

The Chairman called to end the public hearing and reconvene the regular quarterly board meeting.

(3) Mr. Brown moved to end the public hearing and reconvene the regular quarterly board meeting. Seconded by Mrs. Childress, the ayes were unanimous.

The public hearing ended, and the regular board was reconvened at 10:03 a.m.

No Class A permit application was presented to the Board.

No Class B-1 permit application was presented to the Board.

No Class B permit application was presented to the Board.

Nine Class C permit applications were presented to the Board.

- Bish's RV of Calera/Calera, AL
- Corey Plumbing Company Inc., Bessemer, AL
- Golden Knight General Konstruktion dba Golden Knight Mobile RV Repair LLC, Excel, AL
- Iron City Plumbing, LLC, Hoover, AL
- M & T Automotive LLC dba Graves Automotive
- Mashburn Plumbing, LLC, Odenville, AL
- Pro Plumbing & Gasfitting, Sheffield, AL
- Surf's Up Home Service, Spanish Fort, Alabama
- Watkins Heating and Cooling, Henager, AL

(4) Mr. Brown moved to approve the nine Class C permit applications. Seconded by Mr. Kimbril, the ayes were unanimous.

No C-2 permit application was presented to the Board.

No Class D permit application was presented to the Board.

Fourteen Class F permit applications were presented to the Board.

- Bish's RV of Calera/F, Calera, AL
- Brendle Rentals, Montgomery, AL
- Farmtown Supply, LLC, Boaz, AL
- Haney Equipment, Vinemont, AL
- Jackson Storage LLC, Saraland, AL
- JG's Compen Life RV Campground, LLC, Cullman, AL
- RK Holdings, LLP dba Dothan Rural King, Dothan, AL

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- Saunders Family Enterprises, LLC/Gurley, Gurley, AL
- Tractor Supply Co#1319/Millbrook, AL
- Tractor Supply Co#3054/Dothan, AL
- Tractor Supply Co#3076/Wetumpka, AL
- Tractor Supply Co#3146/Columbiana, AL
- U-Haul Co of Alabama Inc./Auburn, AL
- Winfield Hardware Group LLC dba Summit Hardware of Winfield, AL

(5) Mrs. Childress moved to approve the fourteen Class F permit applications. Seconded by Mr. Brown, the ayes were unanimous.

No Class F-1 permit application was presented to the Board.

No Class E permit application was presented to the Board.

Code Violation Settlement Agreements

Settlement Agreement 2026-01 for code violations was presented for approval. The settlement agreement was based on the board's pre-approved settlement amounts.

(6) Mrs. Childress moved to approved Settlement Agreement 2026-01. Seconded by Mr. Kimbril, the ayes were unanimous.

Settlement Agreement 2026-02 for code violations was presented for approval. The settlement agreement was based on the board's pre-approved settlement amounts.

(7) Mr. Brown moved to approved Settlement Agreement 2026-02. Seconded by Mrs. Childress, the ayes were unanimous.

Settlement Agreement 2026-03 for code violations was presented for approval. The settlement agreement was based on the board pre-approved settlement amounts.

(8) Mr. Kimbril moved to approved Settlement Agreement 2026-03. Seconded by Mr. Brown, the ayes were unanimous.

Competency Testing

The chairman advised the board member that they will explore and have a full discussion regarding the dealer's competency testing. Also, he stated they will create a committee consisting of five members and take a deeper dive and report their recommendation to the board in order to streamline competency testing, and the Board will decide.

(9) Mr. Brown made a motion to explore and have a full discussion on the dealer competency testing. Seconded by Mr. Parden, the ayes were unanimous.

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Administrator's Report

The Administrator presented the following permits for cancellation:

- *Thompson Gas LLC/Thomasville*, Thomasville, AL, *Class B-1 Permit* No. 696, sold property to funeral home.
- *American Maintenance & Renovation, LLC*, Opelika, AL, *Class C Permit* No. 1217, Permit non-renewal.
- *Burton Campers, Inc.*, Calera, AL, *Class C Permit* No. 919, Stopped performing LP-gas activities.
- *Climate Masters & Electric Company*, Spanish Fort, AL, *Class C Permit* No. 83, Stopped performing LP-gas activities.
- *Fincher Plumbing*, Vance, AL, *Class C Permit* No. 1260, Closed Business.
- *Ivey Mechanical Company, LLC*, Kosciusko, MS, *Class C Permit* No. 753, cancelled at the owner's request.
- *Jeffery Walker Hill dba Fordie's Mobile RV Service*, Harvest, AL, *Class C Permit* No. 1317, cancelled at the owner's request.
- *New Era Plumbing, Inc.*, Birmingham, AL, *Class C Permit* No. 1311, Stopped performing LP-gas activities.
- *Premier Service Company*, Tuscaloosa, AL, *Class C Permit* No.1231, Permit non-renewal.
- *Pro Plumbing & Gasfitting*, Sheffield, AL, *Class C Permit* No. 1275, Permit non-renewal.
- *Southeast Plumbing & Supply, Inc., Camden*, AL, *Class C Permit* No. 775, cancelled at the owner's request.
- *Surfside Services, LLC*, Mobile, AL, *Class C Permit* No. 1228, Closed Business.
- *Ivey Mechanical Company, LLC*, Kosciusko, MS, *Class D Permit* No.242, Closed Business.
- *Burton Campers, Inc.*, Calera, AL, *Class F Permit* No.303, Stopped performing LP-gas activities.

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- ***Brendle Rentals***, Montgomery, AL, ***Class F Permit*** No. 338, cancelled at the owner's request.
- ***C & C Mini Mart***, Somerville, AL, ***Class F Permit*** No. 360, Closed Business.
- ***Majors-Morrison Enterprises LLC dba Scottie's Bottle Gas***, Marion, AL, ***Class F Permit*** No. 687, cancelled at the owner's request.

The board's financial position was presented by the Administrator.

(10) Mrs. Childress moved to approve the Administrator's report. Seconded by Mr. Kimbril, the ayes were unanimous.

The date of the next board meeting is July 9th, 2026.

(11) Mrs. Childress moved to pay the board members' expenses. Seconded by Mr. Kimbril, the ayes were unanimous.

The meeting was adjourned at 10:17 a.m.



ALABAMA LIQUEFIED PETROLEUM GAS BOARD

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MONTGOMERY, ALABAMA 36102-1742

R. DEWAYNE WHIDDON
ADMINISTRATOR

ROSE M. JOHNSON
EXECUTIVE ASSISTANT

BEFORE THE ALABAMA LIQUEFIED PETROLEUM GAS BOARD

IN THE MATTER OF:

Tractor Supply #1407
Permit "F" #870
Code Violation

SETTLEMENT AGREEMENT 2026-01

Tractor Supply #1407/Troy, AL. (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the Alabama Liquefied Petroleum Gas Board (hereinafter referred to as "the Board") to the following:

STIPULATED FACTS

1. A Respondent employee attempted to fill a DOT LP-Gas cylinder that was overdue for requalification.

STIPULATED CONCLUSIONS OF LAW

1. Respondent does not contest to the finding that a Respondent employee attempted to fill a DOT LP-Gas cylinder that was overdue for requalification in violation of *NFPA 58 (2020 edition) 5.2.2.3*.

STIPULATED DISPOSITION

The Board and the Respondent agree that this action will be settled upon the following terms:

1. The respondent agrees to remit a fine of \$225 (*attempting to fill a DOT LP-Gas cylinder that was overdue for requalification, \$225*) to the Board within 30 days of the Board's acceptance of this agreement.
2. 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 administrative remedies available under Alabama Law.
3. The Respondent waives his rights pursuant to Ala. Code Sec. 41-22-12; and Ala. Admin. Code Sec. 530-X-1-03 including, but not limited to, the opportunity for a hearing before the Board.
4. This Settlement Agreement shall become effective upon the execution by the parties and upon approval by the Board. Upon approval by the Board, this agreement shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that the official minutes of the Board will be published on the Board's website.
5. 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 impositions of discipline herein.

Signed this 18th day of Feb, 2016



Michael Morelli, Respondent
Tractor Supply #1407/Troy



R. Dewayne Whiddon, Administrator
Alabama Liquefied Petroleum Gas Board



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R. DEWAYNE WHIDDON
ADMINISTRATOR

ROSE M. JOHNSON
EXECUTIVE ASSISTANT

BEFORE THE ALABAMA LIQUEFIED PETROLEUM GAS BOARD

IN THE MATTER OF:

Rusty's Feed & Seed/Elba
Permit "F" #488
Code Violation

SETTLEMENT AGREEMENT 2026-02

Rusty's Feed & Seed/Elba, AL. (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the Alabama Liquefied Petroleum Gas Board (hereinafter referred to as "the Board") to the following:

STIPULATED FACTS

1. Respondent employee #1 worked unsupervised prior to meeting the LP-Gas Board's competency requirements.
2. Respondent employee #1 filled a LP-Gas cylinder without first removing the sleeve to facilitate the visual inspection of the cylinder.
3. Respondent employee #2 filled a LP-Gas cylinder that was overdue for requalification.
4. Respondent employee #2 filled a LP-Gas cylinder without first removing the sleeve to facilitate the visual inspection of the cylinder.

STIPULATED CONCLUSIONS OF LAW

1. Respondent does not contest to the finding that a Respondent employee #1 worked unsupervised prior to meeting the LP-Gas Board's competency requirements in violation of *Alabama Administrative Code 530-X-2-.11(1)*

2. Respondent does not contest to the finding that a Respondent employee #1 filled a DOT LP-Gas cylinder without first removing the sleeve to facilitate the visual inspection of the cylinder. *NFPA 58(2020 edition)-7.2.2.10.*
3. Respondent does not contest to the finding that a Respondent employee #2 filled a DOT LP-Gas cylinder that was overdue for requalification in violation of *NFPA 58(2020 edition)-5.2.2.3.*
4. Respondent does not contest to the finding that a Respondent employee #2 filled a DOT LP-Gas cylinder without first removing the sleeve to facilitate the visual inspection of the cylinder. *NFPA 58(2020 edition)-7.2.2.10.*

STIPULATED DISPOSITION

The Board and the Respondent agree that this action will be settled upon the following terms:

1. The respondent agrees to remit a fine of \$1,275 (*filling a DOT LP-Gas cylinder without first removing the sleeve to facilitate the visual inspection of the cylinder x2 (\$250 first cylinder, \$100 second cylinder); working unsupervised prior to meeting the LP-Gas Board's competency requirements, \$700; filling a LP-Gas cylinder that was overdue for requalification, \$225*) to the Board within 30 days of the Board's acceptance of this agreement.
2. 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 administrative remedies available under Alabama Law.
3. The Respondent waives his rights pursuant to Ala. Code Sec. 41-22-12; and Ala. Admin. Code Sec. 530-X-1-03 including, but not limited to, the opportunity for a hearing before the Board.
4. This Settlement Agreement shall become effective upon the execution by the parties and upon approval by the Board. Upon approval by the Board, this agreement shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that the official minutes of the Board will be published on the Board's website.
5. 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 impositions of discipline herein.

Signed this 16th day of Jan., 2026

R. Kevin Hobbs

Mr. Lushington, Respondent
Rusty's Feed & Seed/Elba

R. Dewayne Whiddon

R. Dewayne Whiddon, Administrator
Alabama Liquefied Petroleum Gas Board



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ROSE M. JOHNSON
EXECUTIVE ASSISTANT

BEFORE THE ALABAMA LIQUEFIED PETROLEUM GAS BOARD

IN THE MATTER OF:

Love's Travel Stop #225/Evergreen
Permit "F" #672
Code Violation

SETTLEMENT AGREEMENT 2026-03

Love's Travel Stop #225/Evergreen, AL. (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the Alabama Liquefied Petroleum Gas Board (hereinafter referred to as "the Board") to the following:

STIPULATED FACTS

1. Respondent employee attempted to fill a LP-Gas cylinder without first visually inspecting it.
2. Respondent employee attempted to fill a LP-Gas cylinder that was overdue for requalification.
3. Respondent employee attempted to fill a DOT LP-Gas cylinder without the proper use of scales to fill by weight. (Repeat Offense)

STIPULATED CONCLUSIONS OF LAW

1. Respondent does not contest to the finding that a Respondent employee attempted to fill a DOT LP-Gas cylinder without first visually inspecting it in violation of *NFPA 58(2020 edition)-7.2.2.9*.
2. Respondent does not contest to the finding that a Respondent employee attempted to fill a DOT LP-Gas cylinder that was overdue for requalification in violation of *NFPA 58(2020 edition)-5.2.2.3*.
3. Respondent does not contest the finding that a Respondent employee attempted to fill a DOT LP-Gas cylinder without the proper use of scales in violation of *Alabama Administrative Code 530-X-2-.04(a)*

STIPULATED DISPOSITION

The Board and the Respondent agree that this action will be settled upon the following terms:

1. The respondent agrees to remit a fine of \$1,125(*Attempting to fill a cylinder without first visually inspecting it \$250; Attempting to fill a cylinder that was overdue for requalification \$225; Attempting to fill a cylinder without the proper use of scales \$650 – Repeat Offense*) to the Board within 30 days of the Board's acceptance of this agreement.
2. 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 administrative remedies available under Alabama Law.
3. The Respondent waives his rights pursuant to Ala. Code Sec. 41-22-12; and Ala. Admin. Code Sec. 530-X-1-03 including, but not limited to, the opportunity for a hearing before the Board.
4. This Settlement Agreement shall become effective upon the execution by the parties and upon approval by the Board. Upon approval by the Board, this agreement shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that the official minutes of the Board will be published on the Board's website.
5. 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 impositions of discipline herein.

Signed this 24th day of February, 2026

Amanda Simpson

Respondent

Love's Travel Stop #225/Evergreen

R. Dewayne Whiddon

R. Dewayne Whiddon, Administrator
Alabama Liquefied Petroleum Gas Board