# The Palms Condominium Association, Inc Board Meeting June 18<sup>th</sup> 2019 Groundswell Startup 7 pm

- 1. Call Meeting to order / roll call
- 2. Proof of notice of meeting
- 3. Approval of prior Meeting Minutes
- 4. Treasurer Reports
- 5. Fining Committee Reports
- 6. Unfinished Business
  - A) Entrance Gate Controller Update
  - B) Pool House / Pool Area Update
  - C) French drain installation at courtyard behind 2130 building
  - D) Building Repair Update
  - E) Balcony Rebuild Update
  - F) Insurance Fraud Claim
  - G) Dryer Vent Cleaning Update
  - H) Dog Park Update
  - I) Spectrum (Bulk Service) TV & Internet for all 88 units

#### 7. New Business

- A) Legal Counsel / Pending Lawsuit against The Palms Condominium
- B) Vote on Janitorial/Grounds contract
- C) Director conflict of interest disclosure
- D) Vote on Dryer Vent Cleaning contract
- E) Reassign current director to new position
- F) Open Discussion
- 8. Adjournment



#### **Board Member Conflict of Interests Disclosure Form**

Date:
Name:
A conflict of interest, or an appearance of a conflict, can arise whenever a transaction, or
an action, of The Palms Condominium Association, INC., of Palm Bay conflicts with the personal interests, financial or otherwise, of that of a board member, or an immediate family member of a board
member, or that the board member's employer (collectively "your personal interests").
Please describe below any relationships, transactions, or positions you hold (volunteer
or otherwise), or circumstances that you believe could create a conflict of interest, now or
in the future, between The Palms Condominium Association, INC., of Palm Bay and your personal interests, financial or
otherwise:
I have no conflict of interests to report.
I have the following conflict of interests, or potential conflicts of interests, to report:
The original company (AirServ) that was hired to clean the ducts was unable to complete
the job due to the severity of the current conditions that were noted. My spouse is an owner
of an HVAC contracting company & is submitting a bid at the same price as AirServ.
I have reviewed the Florida Statue and I understand that it is my obligation to disclose a conflict of interests, or appearance of a conflict, to the chair of the board when a conflict, or appearance of a conflict, arises, and that for transactions in which I have a conflict, I will abstain from any vote on the matter involving the conflict.
Signature: 0/16/2019



# **Summary of Inspection**

4 messages

Nate Cox <natesdryerventcleaning@gmail.com>
To: Joanna.Palmscondo@gmail.com

1 June 2019 at 08:36

Good Morning Joanna,

This email is for the purpose of providing a summary of what I explained to you over the phone, regarding my inspection.

I was able to get onto the roof of 3 buildings as a result of all three building being connected, your building is where I put my ladder up. I inspected in total, all 6 (or it may have been 9 I can't recall how many vent dampers were on each building, either 2 or 3). In at least half of the Vent dampers I inspected, screens were still in the damper (which the roofers are supposed to removed as a result of building code).

I removed one screen and gave it to Joe your significant other. That screen was partially clogged with lint. As I explained, I often find these screens left by roofers in new roofs installed and attached I'll have a few pictures of one I recently removed.

When I inspected the vent within the vent's damper, I quickly realized that the dryer vent duct system is NOT up to current code (which requires a 4inch in diameter duct - and - I'm not sure if that material met code when the building was built in the 80's). The material used is a rectangular in shape HVAC like duct work, much bigger and with more interior surface area than a 4inch vent.

THIS is the root cause of the issues the residents are or will be facing regarding the performance of their dryer. The vent in the actual dryer itself, is in fact a 4inch in diameter vent, which is why it's supposed to be that same diameter for that actual dryer vent installed in any given building.

As I explained, the reason why this is a big problem is because airflow makes ALL the difference when it comes to dryer performance.

What is basically taking place is, that humid lint filled air coming from the dryer with a nice strong air flow (air velocity), it immediately loses that air velocity / speed when it converts into that rectangular shaped duct work.

I used the analogy of a cardboard tube within a roll of paper towels to illustrate the dryer vent and then a large openended cereal box to illustrate the rectangular duct system you guys have.

Imagine yourself putting the cardboard tube to your lips and blowing hard and feeling that airflow with your other hand - it will be strong.

Now, imagine doing the same with with a large cereal box that is open on both ends, the airflow will not feel as strong because there is more interior surface area in the box.

This is exactly what's happening where you guys are at. SO, essentially the ling is not able to, likely, nearly at all, be able to actually discharge the vent itself. As it blows upward, it's likely sticking to the interior of the duct work AND also following back downward due to gravity.

These suspicions are likely confirmed for the 2 following reasons.

1) The roof was installed roughly 3 years ago and the vent dampers that HAD screens in them had NO lint, with the exception of one, which there was only a very thin layer of lint. In reality, after 3 years of usage, every one of those screens should have had a significant build up/ clog of lint

(The pictures I will attach, is from a screen that I removed after just ONE year since the roofers did the job)

2) Joe had told me that a resident a while back had hired a maintenance person to clean out the vent. Apparently, went so far to cut out drywall and open up the vent behind the dry wall and there was, I was told, a massive amount of lint (a full trash bag full I was told). This can this be a serious fire hazard, as the lint will eventually start accumulating in the DRYER at an expedited rate due to poor airflow (increasing the risk for fire).

Their was likely a significant amount of lint for 2 reasons

- 1) the vent/ duct had never been cleaned and
- 2) that lint, due to not enough air velocity is, likely, in large, not actually discharging like it is supposed too, again, due

to not enough air velocity to push it out.

Any and all remaining screens in the vent's dampers should absolutely be removed.

The three solutions I can think of that the Board should entertain to remedy all this is

- 1) Must get all the ducts 100% cleaned. and then You'd need to clean the current ducts every 1-3 years to prevent future problems.
- 2 And/ or replace all of the current dryer vent ducts with the proper kind of duct to mitigate future issues. This could be an expensive fix, however, in comparison to contracting someone to clean it for that long term cost, it could be similar.
- 3) Maybe get with an HVAC Company and inquire about installing a "Booster Fan" around the half way point of the current dryer duct system.

Long dryer vents, such as 30ft or longer have booster fans to help boost that airflow and help the humid lint air fully discharge. I know HVAC companies install similar fans for normal HVAC systems where AC Venting is also long.

Lastly, from the information I gathered from Joe, you and the few residents I spoke to along with my inspection was limited to the roof only (not inside the units) In my professional opinion, I do not see how AirServe could have made things any worse that what the situation already was.

I have no knowledge to what they did or didn't do and how they did things. But I can't find any logical reasons on how they could've made the matters any worse.

If I had to guess, probably every single resident at the Palms condo is having dryer performance issues, simply meaning, because of the dryer vent situation over there to which I already explained, people's dryers are likely not performing at 100%, whether they realize that or not.

Hope all this info helps you guys moving forward.

I will not be submitting a bid to do this work.

Any further questions, comments or concerns please feel free to email or call me.

The first few pics attached are pictures I took while on your roof and inspecting the dampers.

I'm not sure why this damper has tape on it and looks the way it does. Leads me to believe someone \*may have\* attempted to clean it from the top, but just speculation. You can see the screen in both pics those.

Then, you will see 2 pictures, back and front of the screen I pulled down the other day that had remained in a customer of mine vent for a year. Notice the amount of lint, vs, little to no lint where you guys are at after THREE years.

#### 4 attachments



**20190529\_130520.jpg** 5760K



**20190529\_121132.jpg** 4866K

#### **HVAC Vent Cleaning Contract**

This Contract for Services is made effective as of June 18, 2019, by and between THE PALMS CONDOMINIUM ASSOCIATION, INC., OF PALM BAY ("The Palms Condominium") of 2100 FOREST KNOLL DR NE, PALM BAY, Florida 32905, and Subcool Air and Heat LLC of 6180 Babcock Street NE, Palm Bay, Florida 32909.

**DESCRIPTION OF SERVICES.** Beginning on July 11, 2019, Subcool Air and Heat LLC will provide to The Palms Condominium the following HVAC services (collectively, the "Services"):

Dryer vent cleaning service for 88 units is to be performed in buildings 2100, 2190, 2130, 2160 & 2101 priced at \$69 per vent (totaling \$6,072).

**SCOPE OF WORK.** Subcool Air and Heat LLC shall provide all labor and materials, to do the above described HVAC services in the The Palms Condominiums property.

**SITE CONDITIONS.** The The Palms Condominium acknowledges that this Contract is based upon the HVAC Subcool Air and Heat LLCs observations of conditions. Conditions which could not be known by a reasonable inspection, such as termite damage, hidden water damage, hidden code violations, or other concealed conditions, may require extra labor or materials, which are nto part of this contract. If such hidden conditions are discovered, the Subcool Air and Heat LLC will notify the The Palms Condominium and will attempt to reach an agreement for a change order to this contract that addresses those problems.

**PAYMENT.** 50% Payment shall be made to Subcool Air and Heat LLC, and the remaining amount upon will be due completion of the services described in this Contract.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. The Palms Condominium shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if The Palms Condominium fails to pay for the Services when due, Subcool Air and Heat LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**TERM.** This Contract will terminate automatically upon completion by Subcool Air and Heat

LLC of the Services required by this Contract.

**CHANGE ORDERS:** The Palms Condominium may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. The Palms Condominium agrees to pay any increase in the cost of the HVAC services as a result of a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, the Subcool Air and Heat LLC shall estimate the cost thereof and The Palms Condominium shall pay the actual cost whether or not it is in excess of the estimated cost.

**ACCESS.** The The Palms Condominium will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. The Subcool Air and Heat LLC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation.

**WARRANTY.** Subcool Air and Heat LLC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Subcool Air and Heat LLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Subcool Air and Heat LLC on similar projects.

The Subcool Air and Heat LLC further warrants that materials to be used are of good quality. The Subcool Air and Heat LLC will maintain all manufacturers warranties. The customer is limited to the manufacturers warranties (unless an extended warranty has been purchased) for defects in the manufacture of equipment, components and materials. All Subcool Air and Heat LLCs warranties are limited to a period of no more than 6 months. The Subcool Air and Heat LLCs warranties are limited to the cost of labor and materials only, and exclude ordinary wear and tear or abuse by others.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**COMPLETION OF SERVICES.** Upon the completion of the HVAC services by the Subcool Air and Heat LLC, Subcool Air and Heat LLC shall see to it that The Palms Condominiums property is restored to the condition they were in prior to the entry by the Subcool Air and Heat LLC, and the Subcool Air and Heat LLC shall see to it that all portions used by the Subcool Air and Heat LLC during the term of this Contract shall be broom clean and free of debris.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Florida.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATORIES.** This Agreement shall be signed on behalf of The Palms Condominium by Mark Riddle Vice President and on behalf of Subcool Air and Heat LLC by Joseph Perez, CEO and effective as of the date first above written.

Service Recipient:

THE PALMS CONDOMINIUM ASSOCIATION, INC., OF PALM BAY

Ву	:
·	Mark Riddle
	Vice President
Ser	vice Provider:
Sul	bcool Air and Heat LLC
By	:
•	Joseph Perez
	CEO

# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS B AIR CONDITIONING CONTRACTOR HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

# PEREZ, JOSEPH LUIS

SUBCOOL AIR AND HEAT LLC 6180 BABCOCK STREET SE UNIT #C28 PALM BAY FL 32905

**LICENSE NUMBER: RA13067592** 

**EXPIRATION DATE: AUGUST 31, 2021** 

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

#### 2018 - 2019

# BREVARD COUNTY BUSINESS TAX RECEIPT SUBJECT TO COUNTY ZONING RESTRICTIONS TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO. **176536** 

THE PERSON(S), OR ENTITY BELOW: SUBCOOL AIR AND HEAT LLC 2160 FOREST KNOLL DR NE #203 PALM BAY, FL 32905 BUSINESS PERIOD: October 01, 2018 - September 30, 2019

EXPIRES: SEPTEMBER 30, 2019

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

LISA CULLEN, CFC, Brevard County Tax Collector P O Box 2500, Titusville, Florida 32781-2500 (321) 264-69**69**or (321) 633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION, BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

LOCATION:

6180 BABCOCK ST SE #C28 PALM BAY, FL 32909

OWNED BY:

SUBCOOL AIR AND HEAT LLC

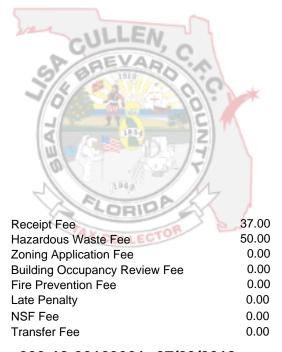
BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005 RECEIPT AMT

590501 HAZ WASTE GEN. SURCHARGE

300330 H.A.R.V. CONTRACTOR



Paid 000-18-00129001 07/03/2018 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

**BRANCH OFFICES:** Merritt Island Office, 1605 N. Courtenay Pkwy

Melbourne Office, 1515 Sarno Road Palm Bay Office, 450 Cogan Dr. SE Titusville Office, 800 Park Ave.

Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.

Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940



NATHANCORBETT



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 10/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

2420 Springer Drive Suite 100  (A/C, No, Ext): (077) 907-3207 (A/C, No): (403) 300-0017  E-MAIL ADDRESS: certs@commercialinsurance.net	tl	nis certificate does not confer rights t	o the	cert	ificate holder in lieu of su								
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	Viera, FL 32940						AUTHORIZED REPRESENTATIVE						

### Electronic Articles of Organization For Florida Limited Liability Company

L17000085060 FILED 8:00 AM April 17, 2017 Sec. Of State cgolden

#### **Article I**

The name of the Limited Liability Company is: SUBCOOL AIR AND HEAT LLC

#### Article II

The street address of the principal office of the Limited Liability Company is:

927 EAST NEW HAVEN AVENUE MELBOURNE, FL. 32901

The mailing address of the Limited Liability Company is:

2160 FOREST KNOLL DR NE 203 PALM BAY, FL. 32905

#### **Article III**

The name and Florida street address of the registered agent is:

JOSEPH L PEREZ 2160 FOREST KNOLL DR NE 203 PALM BAY, FL. 32905

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JOSEPH PEREZ

#### **Article IV**

The name and address of person(s) authorized to manage LLC:

Title: CEO JOSEPH L PEREZ 2160 FOREST KNOLL DR NE PALM BAY, FL. 32905 L17000085060 FILED 8:00 AM April 17, 2017 Sec. Of State cgolden

#### **Article V**

The effective date for this Limited Liability Company shall be:

04/17/2017

Signature of member or an authorized representative

Electronic Signature: JOSEPH PEREZ

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

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https://www.facebook.com > ... > Heating, Ventilating & Air Conditioning Service ▼

\*\*\*\* Rating: 5 - 1 vote

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# Subcool Air And Heat LLC - Palm Bay, FL - Alignable

https://www.alignable.com/palm-bay-fl/subcool-air-and-heat-llc ▼

Do local business owners recommend **Subcool Air And Heat** LLC? Visit this page to learn about the business and what locals in Palm Bay have to say.

#### Superheat And Subcooling Made Simple - ACHRNews

https://www.achrnews.com/articles/94178-superheat-and-subcooling-made-simple ▼ Jan 11, 2004 - However, air conditioning and refrigeration systems use liquids ... and subcooling are changes in temperature, they are both sensible **heat** ...

# Subcool Air And Heat. HVAC Contractor - Palm Bay, FL. Projects ...

https://porch.com → Palm Bay HVAC Contractors ▼

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Jan 10, 2018 - See past project info for **Subcool Air And Heat** including photos, cost and more. Palm Bay, FL - HVAC Contractor.

# Subcool Air And Heat LLC - (321) 895-0968 - Palm Bay, FL - HireRush

https://www.hirerush.com/profile/subcool-air-and-heat-llc-8091

Subcool Air And Heat LLC offers Air Duct Cleaning, Air Conditioner Installation, Heating Installation, HVAC Repair in and around Melbourne, Palm Bay, FL.

# Subcool Heating and Air - Heating & Air Conditioning/HVAC - New ...

https://www.yelp.com > Home Services > Heating & Air Conditioning/HVAC ▼

Specialties: Subcool Heating and Air Inc. offers more than 15 years of experience. The company opened one year ago and serves the New Castle, DE area.

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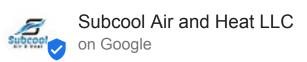
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