

**Historic Area Commission  
Community Room New Castle City Police Station  
1 Municipal Blvd., New Castle, DE 19720  
Thursday, October 9, 2025 – 6:30 p.m.**

**EACH APPLICATION IS A SEPARATE PUBLIC HEARING**

The agenda items listed may not be considered in sequence.

**AGENDA**

**OLDER/TABLED APPLICATIONS**

No Older/Tabled Applications

**NEW APPLICATIONS**

1. 59 The Strand – Mark Lorenz & Laurie Bottoni Lorenz – Solar panel installation.

**CONSULTATIONS**

No Consultations at this time.

**OLD BUSINESS**

No Old Business at this time.

**NEW BUSINESS**

1. Review of the minutes
2. Planning Commission Update.
3. Signage in the HC district.

**PUBLIC COMMENTS**

Public Comments on agenda items only.

Posted: 9/24/25

Public Comments on agenda items only.

If you are unable to attend the meeting, questions and comments will be taken via email up to 3:00 p.m. on Thursday, October 9, 2025 at [info@newcastlecity.delaware.gov](mailto:info@newcastlecity.delaware.gov).

## HISTORIC AREA COMMISSION

1 Municipal Drive

June 12 2025

Present: Tera Hayward-Olivas, Chairperson  
Cynthia Batty, Planning Commission Liaison  
Kevin Wade  
Michael Westman

Absent: Lisa Doak

Also Present: Leila Hamroun, City Architect  
Jeff Bergstrom, City Building Official

Ms. Hayward-Olivas convened the meeting at 6:30 p.m. Roll call followed and a quorum to conduct business was declared.

### Minutes

**May 8, 2025 – A motion to approve the minutes of the May 8, 2025 meeting as presented was made by Mr. Westman. The motion was seconded by Mr. Wade and was unanimously carried.**

### New Business

#### Signage in the Historic Commercial District

Ms. Hayward-Olivas stated that signage is still being reviewed with the City Administrator. Ms. Hamroun met with the City Administrator and City Solicitor regarding signage in the Historic Commercial District (HCD) and gave an overview of the proposed project to provide signage elements that would be approved in the HCD. Ms. Batty noted her concern with excluding the Code references, and Ms. Hamroun explained that decision.

Ms. Batty noted that she recently found an article on How to Communicate from the National Association of Preservation Commissions (NAPC) and she would like to set up HAC communications. Ms. Hamroun noted that the NACP is a great resource and would be able to set up a workshop.

#### Vernacular Architectural Forum (VAF)

Ms. Hamroun noted there was a recent VAF tour was of the City of New Castle, noting that participants were astounded at how rich New Castle is and how unique the experience was to walk through the town and experience both high end and vernacular architecture that has kept such integrity in materials, scale, etc. Ms. Hayward-Olivas noted that New Castle had the highest sign-up for tours of the tours offered.

#### Yellow Public Notice Signs

Ms. Hayward-Olivas stated that the yellow Public Service signs can be removed after this meeting.

### **Old/Tabled Applications**

#### **122 - 124 Delaware St - Al Boland - Build deck in back of property.**

An application was received to construct a new two-tier deck in the rear yard with new stairs and a ramp down to the lower level and new stairs up from grade to the new deck.

Messrs. Boland and Hafer were present and represented by their architects, Anthony Bruttaniti and John Fitzpatrick. Ms. Hamroun explained that a previous application for 122-124 Delaware Street was tabled, and after a meeting on-site with her, the applicant and architect submitted updated plans; however, due to a clerical error the updated plans are not included in the HAC Packet. Ms. Hamroun confirmed that the new application with updated drawings was submitted. Ms. Hamroun stated that because the updated application and drawings are not in the Packet, HAC could deny the original application and consider this a consultation of the modified application with possible administrative follow-up as Tier 1. Ms. Hamroun explained what an administrative follow-up is.

Mr. Bergstrom explained that the applicant's choice is to (1) ask that the application be tabled or (2) accept it to be denied and present tonight and ask for Tier 1 review. The applicant accepted option 2.

**A motion to deny the application for 122-124 Delaware street was made by Mr. Wade. The motion was seconded by Ms. Batty and was unanimously passed.**

#### **Consultation:**

Mr. Bruttaniti explained that the first application was for a two-tiered deck. After discussions with Ms. Hamroun and concern about massing of the two-tiered deck the decision was made to eliminate the upper deck, and the current proposal is to have a deck on the main level, a stair access from grade level down to the lower level, and stairs at grade that could also access the deck itself. There was also a problem with deliveries into the restaurant, so the proposal is to create a ramp from grade level that would scissor back to the lower level. The ramp is for deliveries only.

In response to a question from Ms. Hamroun, it was confirmed by the applicant that the railings will be wood and the deck will be Trex®.

Ms. Hamroun stated that proposing the deck in a composite would have to be discussed by the Commissioners. She also recommended further discussion on the detail of the vertical railing after construction drawings are submitted.

Ms. Hamroun deferred to Mr. Bergstrom regarding the ramp. Mr. Bergstrom confirmed that Mr. Bruttaniti has a structural engineer on his team because the deck is in a high-wind and flood zones. Mr. Bergstrom stated that he would let Mr. Bruttaniti use the International Building Code IBC-24.

Ms. Hamroun stated that she would be comfortable approving that the design be approved if the entire deck and stairs are in wood. In response to a question from Mr. Bergstrom, Ms. Hamroun noted that the deck is at eye level from the landing; and she would not recommend composite.

In response to a question from Ms. Batty, Ms. Hamroun explained in detail her issue with Trex®. She added that skirting had been proposed and that the Commissioners should make that decision. Ms. Hayward-Olivas stated that she concurred with Ms. Hamroun's recommendation. During discussion it was noted that there are a number of other wood products that are available.

Mr. Fitzpatrick made a case for Trex®, opining that the deck is almost 20' from the walkway and no one will be able to tell that the deck is not made of wood unless they are looking directly down on it. The applicant concurred, noting that as long as the end-boards are skirted in wood, no one will know that the decking is Trex® from the pavement or the walkway. Ms. Hamroun reiterated her recommendation that the entire structure should be wood.

Mr. Fitzpatrick stated that the rear of the building is not historic, but he wants to keep the historic flavor of the project. Mr. Bruttaniti suggested that they could make the ramp, the stairs, and the landing wood, but use Trex® for the decking.

Ms. Hayward-Olivas explained that HAC must follow specific Guidelines and Standards; this is a highly visible area, and the Commission must be consistent. This is an area visible from all elevations from the public right-of-way. Ms. Hayward-Olivas further stated there is no room for flexibility because of the visibility and location and that the structure should be all wood.

In response to a question from the applicant, Ms. Hamroun explained how the Guidelines and Standards were developed, who was on the Historic Area Review Commission (ARC), that public meetings were held, and that after a consensus of ARC was reached, it was presented to City Council and adopted. She also explained the Administrative Review Process (Tier 1), and the appeals process through the Commission and through the Board of Adjustment.

Ms. Batty opined that look-alike materials get better all the time, and questioned at what time the HAC would tolerate a look-alike the material. Ms. Hamroun opined that is a discussion to be held in another forum and another day; but today, HAC can only proceed with the Guidelines and Standards in place. She added that the Commission does not have a way to treat commercial properties differently than residential properties.

Mr. Wade explained the composition of the Commission and that the Commissioners bring an interpretation that comes with living in New Castle. He added that he is sympathetic to the applicant's wish to use an alternate material, but he only has one vote.

In response to a question from the applicant, Ms. Hamroun explained the process for the work to start as quickly as possible.

**A motion was made by Ms. Hayward-Olivas to approve the design in terms of how it is presented with the stipulation that the materials are all wood and once everything is drawn**

**up and everything matches it can be approved as Tier 1. The motion was seconded by Ms. Batty and was unanimously passed.**

21 E 5th St - Lewis McConnell - Replace 2 windows on the 1st floor front of the house.

Mr. McConnell was present with his contractor. Mr. McConnell stated he would like to replace two windows on the first floor on the front of the house. Ms. Hamrout met with the applicant and stated that based on her observations of the windows and the muntins, there is coating to be done, but there are no structural issues in the windows that would require full-scale replacement; based on the parameters in the Guidelines and Standards, they do not demonstrate the extent of damage that requires their replacement and they could easily be refurbished.

Ms. Hamrout added that the Guidelines state that we have to demonstrate that they need to be fully replaced, and that is not a condition that she could recommend.

In response to a question from Mr. McConnell, Ms. Hamrout stated that when the Guidelines and Standards were established the ARC decreed that the Commission could not take into consideration cost and/or hardship.

In response to a question from the applicant's contractor, Ms. Hamrout stated that if there was loss of section in the bottom rail, the top rail, or muntins, or if anything she tapped was soft, then replacement could be considered; noting that there were elements that needed to be tightened, but there was nothing in the wood itself that could not be cleaned, adjusted and tightened. The contractor noted that the windows are very simple and are not ornate or architecturally special.

Ms. Hayward-Olivas explained the State Preservation Tax Program to the applicant, and recommended that the applicant reach out to Kara Briggs, who oversees the program. In response to a question from Mr. Wade, it was noted that it is a 30% tax credit. Ms. Hayward-Olivas reiterated that pursuant to the Guidelines and Standards if a window is repairable it must be refurbished.

Ms. Batty noted that based on personal experience, she found that it is less expensive to repair the windows than to replace them. Mr. Wade stated his view that this part of the interpretation is particularly burdensome and egregious to the residents and suggested that the applicant start a petition to present to City Council to change the Code. Ms. Hayward-Olivas noted that this is part of living in a Historic District, and everyone must be held to the same standard. In response to a comment from the contractor, Ms. Hayward-Olivas stated that aluminum storm windows are allowed.

**A motion was made by Ms. Batty to deny the application to replace the windows and recommended a renovation of the windows. The motion was seconded by Mr. Westman and was passed with a vote of three (3) in favor and one (1) opposed.**

### **New Applications**

#### 117 E 3rd St - Ty Tobey - Replace 14 windows and add shutters

An application was submitted to replace 14 wood windows with new wood windows and replace shutters to match the neighboring home.

Mr. Tobey noted that the windows are old, they rattle, they are not efficient, and they have storm windows; but they do not want to remove the storm windows unless they can replace their wood windows. Ms. Tobey opined that their part of preserving the Historic District is preserving the historic aesthetic quality of the town.

Ms. Hamroun explained why storm windows were approved when the Guidelines and Standards were approved. Mr. Tobey read the intent of the Guidelines, noting that they are trying to match the intent of the Guidelines by fitting in better with the character of the town.

Karen Marshall, a member of the audience and a professional preservationist, asked if they could replace the windows because they have to have storm windows which prohibit the restoration of shutters, which the applicant has requested. Ms. Hamroun opined that storm windows were approved as a compromise because they are easily removable and it doesn't create any risk to the window behind it. Mr. Tobey stated that he investigated having the windows refurbished, but vendors who came out never got back to him; and the one vendor who did had a two-year waiting list.

Ms. Tobey stated that the City accidentally removed a street tree in the front of their house that was the only source of shade and cooling they had; and the sun causes a greenhouse effect.

#### Public Comment

Leonard Matas stated that he has storm windows and shutters on the outside of the house that open and close very well, and he has no issue with a greenhouse effect.

Ms. Hamroun opined that all but one of the windows can be refurbished. It was noted that there are no specs for the shutters in the application, which is required. Ms. Hayward-Olivas also noted that there were no specifics about replacing the sills. She added that there is nothing in the photos that were submitted that show damage that would warrant full-scale replacement; and no evidence that the windows are damaged beyond repair.

A motion was made by Mr. Wade to approve the application as submitted. There was no second to the motion, and the motion failed.

**A motion as made by Ms. Hayward-Olivas to deny the application as presented based on a lack of supporting evidence that the windows are damaged beyond repair and there is no spec sheet or information on the shutters. The motion was seconded by Ms. Batty and was passed with a vote of three (3) in favor and one (1) opposed.**

406 Delaware St - Jenna Albright - Sign for Business

An application as submitted to attach a 24" x 18" rectangular sign on a pre-existing bracket that is attached to the building.

Ms. Hamroun explained that the applicant wants to install a sign on an existing bracket. The proposed sign is 1/2" high-density fiberboard; stating the sign should be wood and it should be painted. Ms. Hamroun stated that she would not recommend approving the application as submitted. Ms. Batty opined that 18" x 24" may be too large for the space and Ms. Hamroun suggested that the applicant consult with her regarding the proposed size of the sign.

Ms. Hayward-Olivas opined that HAC could approve a sign that is wood and painted, and refer it to Ms. Hamroun for an on-site consultation. The application could then be revised and reviewed as Tier 1 as long as everything is consistent with what has been discussed at the meeting. Mr. Bergstrom added that the sign must be 7' off the deck.

Ms. Hayward-Olivas opined that the location of the arm is somewhat precarious.

**A motion was made by Ms. Batty to approve the concept in principle with the exception that materials must be made to conform and after a consultation with Ms. Hamroun it can be approved as Tier 1. The motion was seconded by Mr. Westman and was unanimously passed.**

Ms. Hamroun stated that it is important that the consultation occurs within the next two months. Ms. Hayward-Olivas will add that in her write-up to Ms. Levine.

Bull Hill Park - NSCDA-DE - Install sign at site in Bull Hill Park

Ms. Karen Marshall, Chair of the Historic Activities Committee of the National Society of Colonial Dames of America in Delaware, was present representing the applicant, Mary Henderer. Ms. Marshall explained that the project is to erect a second educational sign to be placed to the front right of the commemorative stone to create a triangular configuration of two signs, a park bench, and a monument.

Ms. Hamroun stated that it is consistent with the signage that is there, the materials are consistent, and the purpose is consistent; and she would be happy to recommend approval.

Ms. Marshall stated they will be working with the City for installation to match other pathway signage.

**A motion was made by Mr. Wade to approve the application as submitted. The motion was seconded by Mr. Westman and was unanimously passed.**

142 E 2nd St - Charles & Elen Kentnor - 12x6 addition.

An application was submitted to construct a 12' x 16' addition with a 4' long covered breezeway connecting to an existing home. Mr. and Mrs. Kentnor explained that only a small portion of the

room will be seen down the alley and they have met with the adjacent neighbors, who have no objection.

Ms. Hamroun stated that the proportions are fine, and it is almost completely shielded from the public right-of-way so alternate materials are appropriate including the fiberglass windows at the rear. She noted that there is only a 2' setback from the neighbor. Ms. Hamroun asked for clarification of the breezeway. Ms. Kentnor explained that the breezeway is enclosed. Ms. Hamroun suggested that the motion may have a caveat stating that when the building permit is applied for the building materials of the breezeway are provided.

Ms. Kentnor added that the neighbors at 144 East 2<sup>nd</sup> Street have requested that the addition and breezeway are shifted so it is attached to their house. Mr. and Mrs. Kentnor opined that they will be able to eliminate the mini split compressor noted on the drawings. Ms. Hamroun opined that moving the addition and breezeway conceals the structure even more from the public right-of-way and the details and location of the breezeway can be reviewed administratively when the drawings are completed. Mr. Bergstrom concurred, adding that the applicants will need to apply for a Building Permit.

Ms. Kentnor noted that their application to the State Preservation Tax Program was denied because they said their home was non-contributing. She noted that they do have the option to appeal. Mr. Bergstrom suggested that they reach out to him before they appeal. Ms. Hamroun also offered her assistance, noted that there is a differential between when you apply for new construction or for restoration/preservation and she can help with how the application is worded.

Ms. Hamroun requested that the motion mention that vinyl windows are not approved.

In response to a question from Mr. Kentnor, Ms. Hamroun stated that when the final plans are submitted and they conform to what has been discussed, it can be reviewed and approved as Tier 1. In response to a question from Mrs. Kentnor, Ms. Hamroun stated that the proposed fencing to hide the trash cans should be part of the final plans and can also be reviewed as Tier 1.

**A motion was made by Ms. Batty to approve the concept in terms of design, scale, massing, and materials, with the exception that vinyl windows are not used, as modified with a shifting of the footprint 2' toward the adjacent property. As long as the final plans conform it can be approved as Tier 1. The motion was seconded by Mr. Westman and was unanimously passed.**

203 Delaware St - Courtney Lamb - Install wooden sign.

An application was submitted to add a round wooden sign approximately 24" x 24", painted, and hung on the side of the building by metal chains and a metal bracket.

Ms. Hamroun stated that the location is a key building. She noted that the sign is quite tall and prominent. She recommended that the sign is a surface-applied sign using the existing anchor holes instead of having the sign hung from brackets. Ms. Hamroun added that the size of the sign may need to be adjusted due to the location. She suggested the printing be more discrete. Ms.



Hayward-Olivas added that Ms. Lamb can discuss the size and location of the sign with Ms. Hamroun on site.

In response to a question from Mr. Wade, Ms. Hamroun recommended that the Commission approve a sign that does not protrude from the building; noting that the size of the sign would be maximized by the brick. The sign must be below floor-level of the second story. Ms. Hamroun added that the applicant might be able to use the cartouche as the location of the sign if the Commission approves. Mr. Bergstrom stated that if the cartouche is used the sign must be attached carefully so the bricks are not damaged.

Ms. Hayward-Olivas stated the application could be approved for Tier 1 approval after the applicant has met with the City Architect on-site and a revised application has been submitted and approved. Ms. Hayward-Olivas asked that the site visit is done within 60 days to avoid the application being denied. Mr. Wade stated that the sign must be painted, as appliquest lettering is not acceptable.

**A motion was made by Ms. Batty to refer the application as Tier 1 pending a site visit and a revised application with the sign being flat against the brick and size adjusted based on the location. The motion was seconded by Mr. Wade and was unanimously passed.**

Ms. Hayward-Olivas stated that if Ms. Lamb wishes to use the cartouche, the sign for The Weekly should also use the cartouche.

144 E 3rd St - Jack Garnewski - Replace exiting wood fence.

An application was submitted post facto to replace an existing fence with a cedar wood fence.

Ms. Hamroun stated that this is an irregularization. The fence matches in height in length and height, but it is not the same fencing that was there. The original fence was saw-tooth. Ms. Hamroun stated that she would not have approved this fence because it is not saw-tooth and there is no spacing between the slats. Ms. Hayward-Olivas stated that it is unfortunate that the applicant did not seek approval from HAC before installing the fence, and concurred with Ms. Hamroun that it would not have been approved. Ms. Hayward-Olivas stated she would be comfortable denying the application with the fencing; noting that the typical saw-tooth design is not tight.

Ms. Hayward-Olivas stated that if the applicant can use the fencing, it should be saw-tooth and the slats should not be tight. In response to a question from Ms. Batty, it was noted that from a design standpoint it is a very dense fence. It was noted that the original fence had various distances between the slats. Ms. Hayward-Olivas stated that the aesthetic of a saw-tooth fence is that there is some movement and light that goes through, similar to a picket fence.

Ms. Hamroun opined that the fence is more like a privacy fence that would be used in the rear of the property. Mr. Bergstrom noted that the property owner stated he needed the fence to block the backyard from view.

Ms. Batty reiterated her question regarding the spacing between slats. Mr. Bergstrom stated that the average fence does not have spacing, and the spacing occurs as the wood shrinks. Ms. Batty asked if the Commission is content to let the boards shrink, or if Ms. Hayward-Olivas is saying that the applicant must space the slats out. Ms. Hamroun opined that this is a conversation they should be having with the respondent. Ms. Hamroun reiterated that it is not an appropriate fence.

In response to Ms. Batty's original question, Ms. Hayward-Olivas stated this is something installed without the process of being able to have the design evaluated with the HAC subject matter expert. Ms. Hayward-Olivas stated that she understood that the boards will shrink over time, but it is visible from the public right of way, it is in a very prominent position. Again, Ms. Batty reiterated her question. Ms. Hamroun opined that this is very tight for a street-side fence, and fences in the front are typically spaced out.

Mr. Bergstrom stated that if the application is denied, each Commissioner must state their reason why he must take the applicant to court and have him remove the fence. Ms. Hamroun opined that the matter does not need to be pursued in court; adding that, as in the past, the application can be denied with the requirement that it be adjusted and fixed.

In response to a question from Ms. Batty, Ms. Hamroun noted that for the motion it should be stated that the fence is not appropriate; the application is denied, and it can be resubmitted as a Tier 1 if it is adjusted as a saw-tooth; and any other issues of enforcement are secondary.

Ms. Hamroun recommended because the application is presented for a fence that is not appropriate the application is denied with the caveat that a revised application be submitted with an appropriate design and reviewed as Tier 1.

**A motion was made by Ms. Batty to decline the application in its current form and that we ask that it come back as a Tier 1 to have a discussion with the City Architect a for a revised design that can be approved as a Tier 1. The motion was seconded by Mr. Westman and was unanimously passed.**

**A motion was made by Ms. Hayward-Olivas to adjourn the meeting. The motion was seconded by Mr. Wade and the meeting adjourned at 9:05 p.m.**

Respectfully submitted,

Kathleen R. Weirich  
City Stenographer

HISTORIC AREA COMMISSION  
1 Municipal Drive  
July 10, 2025

Present: Tera Hayward-Olivas, Chairperson  
Michael Westman  
Lisa Doak

Absent: Cynthia Batty, Planning Commission Liaison  
Kevin Wade

Also Present: Jeff Bergstrom, City Building Official

Ms. Hayward-Olivas convened the meeting at 6:30 p.m. Roll call followed and a quorum to conduct business was declared.

Ms. Hayward-Olivas informed the assembly that the yellow notices can be removed when the meeting is over.

**Minutes**

**June 12, 2025 – A motion to table the minutes of the June 12, 2025 meeting to the August HAC meeting was made by Mr. Westman. The motion was seconded by Ms. Doak and was unanimously carried.**

**Older/Tabled Applications**

Ms. Hayward-Olivas noted that the Trustees had two applications before HAC, one tabled application and one new, and suggested that both applications be reviewed first.

Chestnut/The Strand – Trustees of New Castle Commons – Roadside barriers.  
There was no representative for the Trust present.

Ms. Hayward-Olivas stated that the application now has a site plan and a materials list; adding that the materials are all wood. Ms. Doak stated it was an attractive design.

**A motion to approve the design, concept, and materials of a fence to be erected at the Ft. Casimir site for the Trustees of the New Castle Common was made by Ms. Doak. The motion was seconded by Mr. Westman and was unanimously passed.**

Battery Park – Trustees of New Castle Commons – Install concrete pads for picnic tables.  
An application was submitted to install three (3) 8' x 8' x 4" concrete pads for new picnic tables in Battery Park.

Ms. Doak questioned if the application was for new picnic tables or picnic tables that have already been installed; noting that the locations identified in the packet did not seem to align with the picnic tables in the park.

Ms. Hayward-Olivas stated that the application does not include sufficient information for the Commissioners to make a decision and recommended that the application be denied based on a lack of information and recommend that the Trustees consult with Ms. Hamroun; adding that the application should come back to HAC for final approval.

**A motion to deny the application based on a lack of information was made by Ms. Doak. The Applicant is permitted to resubmit the application that includes more information, including specs and photos on the picnic tables. The motion was seconded by Mr. Westman and was unanimously passed.**

621 Delaware St. – Doug Salter - Replace front window.

An application was submitted to replace one front window, like-for-like. Mr. Salter and his contractor, Mr. Dan Burris, were present.

Mr. Burris explained that due to disrepair the existing window was removed and was replaced in-kind to the window that was replaced. Ms. Doak stated that the window that was replaced was not original to the building; noting her concern that although an exact in-kind replacement was made, the window that was replaced was not appropriate. Mr. Burris explained that the building was built in 1917, was totally demolished in 1954 during Hurricane Hazel, sat vacant for many years, and was renovated in the 1970's; and the 1970's window is what was replaced.

Ms. Doak explained that normally HAC would review on what would have been there when the building was built; and the new window is not the kind of window that would have been in the original window and does not conform to the Standards and Guidelines. She stated that the new window muntins are between the glass panes; but the original window would have had wooden or lead muntins on the exterior of the window.

During discussion it was noted that any building listed on the National Register of Historic Places, even if it is non-contributing within the boundaries of the Historic District, is under the purview of HAC. Ms. Doak clarified wording in the Guidelines; noting that the window being replaced was installed before the Guidelines were updated. Mr. Bergstrom stated that the window that was replaced was dangerous. Mr. Burris presented additional photographs of the original building.

Ms. Hayward-Olivas expressed her concern that the muntins are not exterior. Mr. Burris stated that he had not consulted with Ms. Hamroun because they were replacing like-for-like. Ms. Hayward-Olivas opined that the application could be approved in concept and have Ms. Hamroun review the muntins for possible Tier 1 approval. Mr. Bergstrom stated that the replacement window is a clad wood window. Ms. Hayward-Olivas reiterated that she would like Ms. Hamroun review the muntins. Mr. Bergstrom added that the original window was installed prior to the time the building would have been within the purview of HAC; and opined that the Commission is attempting to recreate something that is unknown. He added that he researched the building and was unable to find the original plans. Ms. Doak countered that it would be known what the windows of that time period in an armory would be like; and they would not have muntins in between two panes of glass.

Ms. Hayward-Olivas explained that there is an expedited process for emergency situations. Mr. Slater noted that when Mr. Burris researched the property it did not appear in the Historic District.

Ms. Doak stated that if something was not appropriate when it was installed in the 1970's, this is an opportunity to make it look more historically accurate for what would have been there; and since the window being replaced was not the original window, HAC is requesting that the application be reviewed by the Architectural advisor.

**A motion to approve the concept and refer the application to Ms. Hamroun for review for Tier 1 appropriateness in terms of design was made by Ms. Doak. The motion was seconded by Mr. Westman and was unanimously passed.**

138 E 2nd St – Dan Brennan & Jennifer Leary – Repair/replace & extend brick patio.

There was no one present representing the Applicants. Mr. Bergstrom stated that he discussed the application with the City Solicitor as to whether it is appropriate for Tier 1 approval or not. It was approved in concept by Ms. Hamroun as Tier 1 as long as there was no structure above grade.

5 The Strand – Jennersville Investments – Repair front porch & new deck floor.

There was no one present representing the applicant. Ms. Doak noted that regardless of the fact that some of the work had already been done she did not see a problem with the project because it is clear there is nothing original that they are pulling up. She stated it was unclear from the pictures if they were using 2" x 6" boards instead of tongue-in-groove. Ms. Hayward-Olivas stated that all materials appear to be appropriate; but the application lacks pertinent data, including a better description of the work and a list of materials. Ms. Doak added that it appears the Applicant did a screen door and railing replacement as well.

Mr. Bergstrom opined that Ms. Hamroun did a site visit.

**A motion to approve the application as presented in terms of concept and design and refer the application to Ms. Hamroun for possible Tier 1 approval upon confirmation that the materials conform to the Guidelines and Standards was made by Ms. Hayward-Olivas. The motion was seconded by Mr. Westman and was unanimously passed.**

**New Applications**

20 W 5th St – Chris Marchesani – Multiple exterior items.

An application was submitted to remove the existing shingle roof and flat roof down to the decking, install new GAF shingles and flat roofing; demolish one of two chimneys; replace rotted soffit on the front of the home with new wood soffit to match the existing soffit; repoint the second remaining chimney; and remove existing metal siding on the front and back dormer and install new white siding to match the existing siding.

In response to a question from Ms. Doak, Mr. Marchesani stated that the brackets would remain. Mr. Marchesani added that the rear chimney is not being used and the contractor stated that it would be easier to remove the chimney than to try and rebuild it. Ms. Hayward-Olivas confirmed that Ms. Hamroun stated that removal of the rear chimney and repair and repointing of the chimney on the front would be appropriate.

Ms. Doak stated that if the metal siding on the dormers is replaced, the replacement siding would have to be wood. Mr. Marchesani stated that he will eventually replace the metal siding on the addition, but that is not part of the application. Mr. Marchesani also stated that he had not chosen any specific asphalt roofing material. Ms. Doak suggested that he might consider a weathered wood or cedar shake replica; adding that HAC does not rule on color.

Ms. Hayward-Olivas noted that the dormer and the soffit would have to be wood. Mr. Marchesani concurred.

**A motion to approve the application for removal of the existing shingle roof and flat roof with the installation of GAF flat roofing; to demolish the rear non-functioning chimney while repairing and repointing the front chimney; the in-kind replacement of the soffit on the front of the house with new wood to match the existing wood; and removal of the existing metal siding on the front and rear dormers and replace with wooden siding was made by Ms. Hayward-Olivas. The motion was seconded by Ms. Doak and was unanimously passed.**

39 W 3'd St – Kenet Adamson – Install fence.

An application was submitted to build a 6' high privacy fence around two sides of the property with dog-eared, pressure treated wood with a gate leading onto Battery Park. Mr. Adamson explained the proposed project. Mr. Bergstrom confirmed that there is room for the fence between the two staircases.

**A motion to approve the application as submitted in terms of design, dimension, layout, scale, and materials was made by Mr. Westman. The motion was seconded by Ms. Doak and was unanimously passed.**

42 The Strand – Historical Society of Delaware – Multiple exterior items.

An application was submitted to lift and replace all dry laid clay brick paths to remove large expanded joints that have developed due to natural settling; regrade the pathways to improve accessibility throughout the main garden parcel; remove steps and add a wall to the side of the patio; construct a new walkway and gathering space at the double-gate entrance along Second Street to improve visibility and visitorship from that side of the property; and to add a fence along a portion of the parcel boundary for Parcel 21-015.40-038 that will continue from the existing wall and return to the existing structure to hide from view a storage area.

Mr. Andrew Hayes, Senior Engineer & Landscape Architect, and Ms. Donna Schumpert, Landscape Architect, of Foresite Associates were present representing the Applicant. Ms. Schumpert introduced Mr. Ivan Henderson, Executive Director of the Historical Society of

Historic Area Commission Minutes  
July 10, 2025

Delaware, Ms. Laura Earls, Director of the Georg Read II House & Gardens, and Ms. Anna Wik, Professional Landscape Architect.

Ms. Schumpert gave an in-depth and detailed presentation of all the work being proposed for the George Read House Gardens as described in a letter dated June 12, 2025, from Foresite Associates directed to Ms. Marika Levine, City Building & Code Secretary, an opinion letter dated March 12, 2025, from Ms. Gwenyth Davis, Deputy State Historic Preservation Officer of the Delaware Division of Historical & Cultural Affairs to Ms. Wik (*copies to all stakeholders*) with concerns and recommendations, and recommendations from the City Architect, Ms. Leila Hamroun.

At the conclusion of the presentation, Ms. Schumpert and Ms. Wik responded to questions from the Commissioners. During discussion, it was noted that the project has not yet gone out for bid, and the timing of construction is as yet unknown; but it was hoped that work would be complete in late 2025 or early 2026. Ms. Schumpert also identified the trees that are being proposed for removal.

The Commissioners were all in favor of the proposals for the Gardens; noting only one concern regarding the material of the proposed awning. Ms. Hayward-Olivas recommended that the material of the awning be referred to Ms. Hamroun for review and possible Tier 1 approval.

**A motion to approve the application as presented in terms of design, scale, materials, patterns, and massing with the condition that the material for the awning is submitted for approval as an appropriate material was made by Ms. Hayward-Olivas. The motion was seconded by Mr. Westman and was unanimously passed.**

**New Business**

Planning Commission Update

There was no update from the Planning Commission Liaison.

Signage in the Historic Commercial District

Ms. Hayward-Olivas recommended that discussion of the signage in the Historic Commercial District be postponed until the August meeting.

There being no further business to discuss, Ms. Hayward-Olivas called for a motion to adjourn.

**A motion was made by Ms. Hayward-Olivas to adjourn the meeting. The motion was seconded by Mr. Westman. The motion was unanimously passed and the meeting adjourned at 8:15 p.m.**

Respectfully submitted,

Kathleen R. Weirich  
City Stenographer



# HISTORIC AREA COMMISSION REVIEW APPLICATION

☐

CONSULTATION

☒

HISTORIC REVIEW CERTIFICATE

Fee	Paid On
\$50.00	

Once a hearing date has been set and a legal notice has been published or posted, the applicant must be prepared to present the request at the scheduled hearing date

1. NAME OF APPLICANT Mark Lorenz & Laurie Bottoni Lorenz

Business (if applicable) n/a

Address 59 The Strand

City Historic New Castle

State DE

Zip Code 19720

Daytime telephone 239.433.0031

Other phone/email

*The above contact information will be used for correspondence. Please ensure this information is accurate.*

2. NAME OF PROPERTY OWNER Mark Lorenz & Laurie Bottoni-Lorenz

Business (if applicable) n/a

Address 59 The Strand

City Historic New Castle

State DE

Zip Code 19720

Daytime telephone (required) 239.433.0031

Other phone

3. PROJECT STREET ADDRESS 59 The Strand, New Castle, DE 19720

4. LEGAL DESCRIPTION: Lot ☒ Block ☐ Subdivision Parcel 2101500176

5. EXISTING USE Residential PROPOSED USE Residential

6. PROPOSED PROJECT WORK

A. DEMOLITION

☐

YES

☒

NO

B. REHABILITATION (check repair or replace and provide a description on the line provided)

REPAIR

REPLACE

☐☐

Roof

☐☐

Roof structures (dormers, chimneys, etc.)

☐☐

Exterior finishes (stucco, masonry, siding)

☐☐

Porch/Deck/Balcony

☐☐

Awning/Canopy

☐☐

Exterior Doors

☐☐

Windows

☐☐

Shutters

☐☐

Foundation (including infill)

☐☐

Exterior lighting & other appurtenances

☐☐

Existing fences, walls & gates

☐☐

Existing parking, walkways & other site features



C. NEW CONSTRUCTION (check and specify all work items that apply)

- ☐ New building \_\_\_\_\_
- ☐ New addition \_\_\_\_\_
- ☐ New roof structures (dormers, chimneys, etc.) \_\_\_\_\_
- ☐ New porch/deck/balcony \_\_\_\_\_
- ☐ New awning/canopy \_\_\_\_\_
- ☐ New entrances \_\_\_\_\_
- ☐ New window opening/sashes \_\_\_\_\_
- ☐ New exterior lighting \_\_\_\_\_
- ☐ New fence/wall/gate \_\_\_\_\_
- ☐ New parking/walkways/other site features \_\_\_\_\_
- ☒ Exterior utility service/mechanical equipment Solar array not visible from St.

D. STREETSCAPE (check and specify all work items that apply)

- ☐ Streetlights
- ☐ Furniture & equipment (benches, bollards, utilities equipment, charging stations, etc)
- ☐ Curbs and sidewalks

7. OVERALL PROJECT DESCRIPTION (attach additional pages if necessary)

The proposed project is an installation of a solar panel array at 59 The Strand, New Castle, DE. The proposed project follows the published solar guidelines from the City of New Castle Historic Area Commission. The proposed solar system will not be visible from the Street, specifically, the proposed solar system will not be visible from Harmony St., The Strand or any other Street in the City. The 16 solar panels generating an estimated 9,392 kWh will be installed on the rear slope of the garage metal roof and on a rear facing low slope roof. An exterior mounted battery will not be included in the project. The proposed solar panels and mounting system will be low profile, with black solar cells of minimum reflectivity, and the mounting hardware will have a mat black finish. The solar panels will not be located on the home's front roof or front yard and will not be visible from the Street. The mounting hardware will not consist of tall mounting frames nor shiny steel finishes. The installation will not remove or damage historic roofing or cladding materials. The project will not modify the Street-view architectural appearance of the building at 59 The Strand. A diagram of proposed location of solar array is attached, along with pictures of the building from the Street and pictures of rear of 59 The Strand. Also attached is the project proposal from CMI Solar and Electrical Inc., the selected vendor located in Newark, Delaware.

8. AGREEMENT

If the applicant is different than the property owner, the application must be signed by both parties.

*I have examined this application, its requirements and to my knowledge and belief, is a true, correct, and complete application. In filling out this application, I understand that it becomes part of the Public Record of the City of New Castle and hereby certify that all information contained herein is accurate to the best of my knowledge.*

*I further understand that if this application is for a Consultation, preapplication consultations resulting in a recommendation for conceptual approval by HAC are advisory in nature and shall inure no rights in the applicant. No project work may be taken based solely upon a recommendation following consultation with HAC. I must still obtain an approved Historic Review Certificate before project work can begin.*

*I also understand that further development approvals, reviews, and a building permit may also be required prior to starting project work and will consult with the City Building Official for specific project requirements.*

PRINT APPLICANT'S NAME Mark Lorenz

SIGNATURE OF APPLICANT \_\_\_\_\_

DATE 8/4/2025

PRINT OWNER'S NAME Mark Lorenz

SIGNATURE OF OWNER \_\_\_\_\_

DATE 8/4/2025

## APPLICANT COMPLETENESS REVIEW CHECKLIST & ACKNOWLEDGMENT

All work performed in a Historic District, Residence or Commercial, requires prior approval of the Historic Area Commission (HAC) and the issuance of a Historic Review Certificate pursuant to Section 230-45 of the Zoning Code.

Applicants for work to be done in Historic Zoning Districts must submit applications to the Historic Area Commission and obtain the required certificate in addition to obtaining a building permit.

All proposed work items shall be reviewed for consistency and compliance with the most recent edition of the "City of New Castle Historic Area Commission Guidelines and Standards" and its Supplements. Copies of this document are available the website at <https://newcastlecity.delaware.gov/historic-area-commission/>

Relevant information necessary for the issuance of a HAC Review Certificate include, but are not be limited to, the below items depending on the scope and scale of the project and as referenced in the "Plan Requirements" section in the *Historic Area Commission Guidelines and Standards*. The minimum application requirements for each scope of work are indicated below. Discuss the project with City Staff if the project is unique and needs to be addressed in a different manner. Applications must be sufficiently complete at the time of submittal for inclusion on the agenda of the HAC meeting.

Complete applications must be submitted up to 15 days before the meeting to be included on the agenda.

### INITIAL CONFIRMING YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS

The below is a list of requirements based upon the scope of work. To be completed by planning staff

OK	Need	N/A	
<b>ROOFS AND ROOFING</b> (sheathing, framing, chimneys, dormers, cupola, parapet, cornice, eave, bracket, drainage system, etc.)			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Photographs of existing roof and affected features
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Brochure or sample of proposed roof surface including applicable colors, patterns, material, texture
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Documentation of justification for changing roof and/or roof feature and the extent of the affected area. Permanent removal of major historic architectural features requires partial demolition application
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scaled drawing of existing and proposed conditions if roof or roof feature will change its shape, scale, size, profile, pattern (not necessary for roof sheathing changes only)
<b>EXTERIOR FINISHES</b> (wood siding and decorative features, masonry surfaces and features, stucco)			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Photographs of existing surface or feature including close-up and full building perspective
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Brochure or sample of proposed finish including applicable colors, patterns, material, texture, dimensions of reveals, mortar width/color as applicable
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Documentation of justification for changing the siding, finish, or feature and the extent of the affected area
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scaled drawing of existing and proposed conditions if full replacement material is proposed which will change the appearance of the building through its shape, scale, size, profile, pattern, and/or texture
<b>PORCHES, DECKS, BALCONIES</b> (including loggias/colonnades, porch enclosures, associated decorative features)			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Photographs of existing porch/deck/balcony or location of proposed porch/deck/balcony
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scaled site plan showing the building and existing or proposed porch/deck/balcony and property lines if applicable
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scaled elevation(s) showing the building and existing or proposed porch/deck/balcony
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scaled detail of existing or proposed porch/deck/balcony showing material, construction detail, finish details
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Documentation of justification for changing the existing porch/deck/balcony and the extent of the affected area. Permanent removal of major historic architectural features requires partial demolition application
<b>AWNING/CANOPY</b>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Photographs of existing awning/canopy or location of proposed awning/canopy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scaled site plan showing the building and existing or proposed awning/canopy location and property lines if applicable
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scaled elevation(s) showing the building façade and existing or proposed awning/canopy. A 'typical' elevation can be used if all awning/canopies are exactly the same and have the same impact to the facade
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scaled detail of existing or proposed awning/canopy showing shape, placement, color, and construction details to include supporting structure, framing, hardware, and anchors/attachment details
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Documentation of justification for changing the existing awning/canopy and the extent of the affected area
<b>EXTERIOR DOORS</b> (door openings, doors, screen doors, trim and details such as transoms, sidelights, hoods, hardware)			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Photographs of existing door(s) or location of proposed new door opening(s)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scaled elevation(s) showing the building façade and existing or proposed door (not necessary for just replacement door in existing door opening)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	For new openings, a scaled wall section
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Brochure, sample, or scaled drawing of proposed door(s) including material, all dimensions, finish, glazing, and hardware
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Documentation of justification for changing the existing door(s) and the extent of the affected area

CONTINUED

\*The below is a list of requirements based upon the scope of work. (To be completed by planning staff)\*

**WINDOWS** (windows, shutters, and other associated features)

- | OK                       | Need                     | N/A                      |  |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Photographs of affected window(s) or location(s) of proposed new window opening(s) For new openings, a   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | scaled wall section with proposed window   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Brochure or sample showing the material, window type, all dimensions and profiles, finish, glazing, and hardware   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scaled elevation of existing and proposed window; a "typical" elevation can be used if multiple windows are affected as long as the existing and proposed conditions are identical at each location  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For replacing historic windows: a window evaluation including locations, condition of paint, condition of frame and sill, condition of sash (ralls, stiles, muntins), glazing problems, hardware type and condition, overall condition assessment by qualified professional. |

**FOUNDATION** (replacement, infill, alteration including elevation)

- | OK                       | Need                     | N/A                      |  |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Photographs of affected foundation in detail and in context of whole building and adjacent buildings   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scaled site plan showing building footprint and extent of existing and proposed foundation wall/piers/slab or infill   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Material sample, scaled detail drawing, and/or brochure showing the proposed material(s), colors, finish, pattern, and construction details  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Documentation of justification for changing the existing foundation and the extent of the affected area. Permanent removal of major historic architectural features requires partial demolition application. |

**EXTERIOR ELECTRICAL/MECHANICAL** (light fixtures, vents, utilities, HVAC units, pool systems, vending)

- | OK                       | Need                     | N/A                      |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Photographs of existing details and context of affected site area within view of the proposed project |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Brochure, sample, or scaled drawing showing the materials, light intensity, hardware, colors/finish   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For new equipment, scaled drawing showing proposed project with context site and/or building          |

**FENCES/WALLS/GATES**

- | OK                       | Need                     | N/A                      |  |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Photographs of existing site area of proposed fence/wall/gate and detail photo of any existing fence/wall/gate   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scaled site plan showing the property line, building footprints, sidewalks, driveways and other major site features and proposed fence/wall (smaller projects may not require a scaled site plan like short extensions of existing fences/walls) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Drawing of proposed fence/wall/gate showing material, finish, height, spacing distance, shapes, patterns, hardware, construction section   |

**PARKING, LANDSCAPE OR OTHER SITE FEATURE** (plant materials, sidewalk, driveway, fountain, pool, ramp, trellis, well)

- | OK                       | Need                     | N/A                      |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Photographs of existing site area within view of proposed features and detail photo of any existing affected features   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scaled site plan showing the property line, building footprints, sidewalks, driveways and other major site features and proposed feature (smaller projects may not require a scaled site plan if limited to a small area) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Details of proposed features including material, finish, height, spacing, shapes, patterns, hardware, construction details such as a section drawing  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plant material list with identification, quantity, size at planting and maturity, spacing   |

**NEW CONSTRUCTION** (accessory structure/outbuilding, garage, and other new buildings)

- | OK                       | Need                     | N/A                      |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Photographs of existing site area within view of proposed construction with context area                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scaled site plan showing property line and existing site features like buildings, sidewalks, driveways        |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scaled site plan showing the property line and proposed construction  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scaled landscape plan   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scaled elevation drawings showing existing building(s) and major site features                                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scaled elevation drawings showing proposed building(s) and major site features                                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Wall sections   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Refer to details above for related roof, finishes, porches, doors, windows, foundation, electrical/mechanical |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scaled elevation drawing (line drawing with minimal detail) showing the existing and proposed streetscape     |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scaled footprint diagram showing proposed building footprint(s) and surrounding existing building footprints  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Written summary describing existing and proposed conditions and project's consistency with zoning code        |

Tier 01 Review	Tier 2 Review
<input type="checkbox"/>	<input type="checkbox"/>

**PRINT**

Project Address: \_\_\_\_\_

Reviewed for completion by: \_\_\_\_\_ Date: \_\_\_\_\_

September 23, 2025

City of New Castle  
Historic Area Commission  
220 Delaware St.  
New Castle, DE 19720

Dear Sir or Madam,

Attached is a revised application for consideration by the Historic Area Commission for installation of solar panel system at 59 The Strand. The proposed plan was revised after consultation with HAC and solar installation contractor representatives to address concerns that panels would be visible from the end of Harmony St. The modified plan moved the panels from the low slope roof to a metal hip roof at the rear of the house to eliminate any visibility from The Strand or Harmony St.

Let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink, appearing to be 'Mark Lorenz', is written over the printed name.

Mark Lorenz & Laurie Bottoni-Lorenz





Mark Lorenz  
59 The Strand, New Castle, DE 19720, USA  
+1 (239) 433-0031  
lorenzjmj59strand@gmail.com

## Proposal for a 7.04 kW solar project

Adjusting module configuration

Mark Lorenz  
+1 (239) 433-0031  
lorenzjmj59strand@gmail.com

59 The Strand  
New Castle, DE 19720, USA

### Company

CMI Solar & Electric Inc  
+1 (302) 731-5556  
www.cmielectric.com  
83 Albe Dr, Newark, DE 19702, USA  
daledavis@cmielectric.com  
License number Delaware  
Electrical license number T1-4691 (Delaware); 8655 (Maryland)

### Your energy consultant

Mark Miller  
mmiller@cmielectric.com  
+1 (302) 731-5556

Generated date: September 22nd, 2025



Mark Lorenz  
59 The Strand, New Castle, DE 19720, USA  
+1 (239) 433-0031  
lorenzmj59strand@gmail.com

## Cash

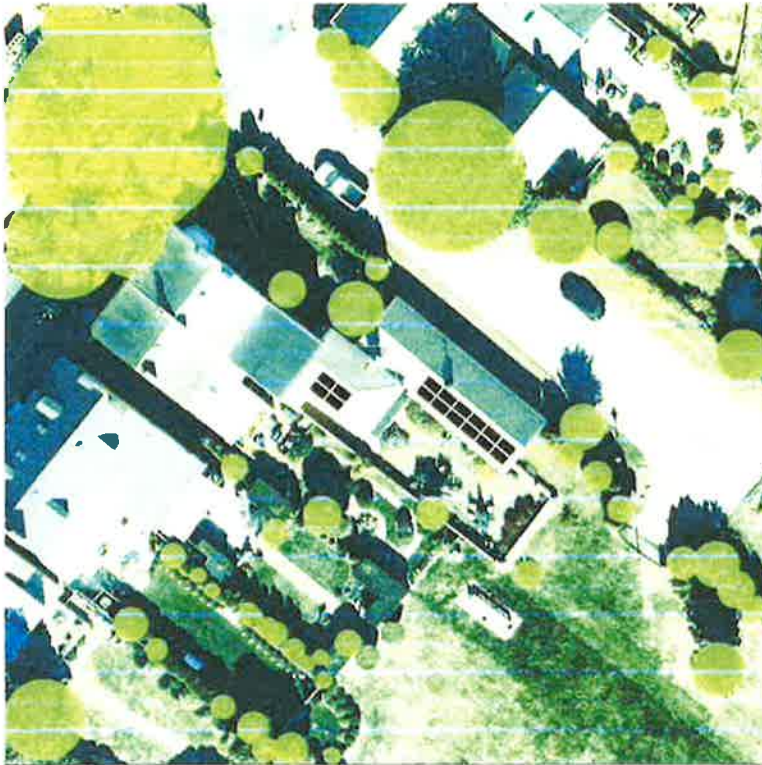
Old utility bill	\$126.56/month
Estimated new utility bill	\$27.59/month
Estimated bill difference	\$98.97/month

#Actual new utility bill may vary if there are changes in utility rates, adjustments to energy usage, or modifications to the consumption profile.



Mark Lorenz  
59 The Strand, New Castle, DE 19720, USA  
+1 (239) 433-0031  
lorenzmj59strand@gmail.com

## Solar details



### System size

7.04 kW DC

### Panels

SIL-440 QD or Equivalent

### Inverters

SE5700H-US Home Hub [240V]

### CEC-AC rating

0.619 kW AC

### Estimated First Year Production

9,393 kWh

### Consumption Offset

103%

## Array details

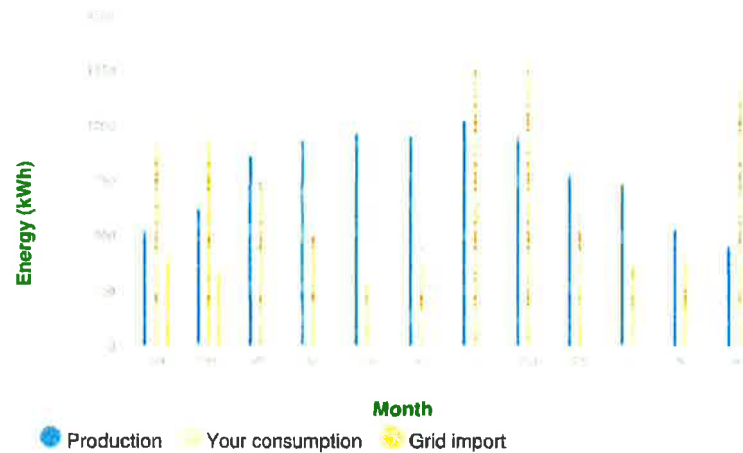
Panel: SIL-440 QD or Equivalent

Quantity: 12	Watts: 440	Azimuth: 220° (SW)	Tilt: 24°	Mounting: tilted
--------------	------------	--------------------	-----------	------------------

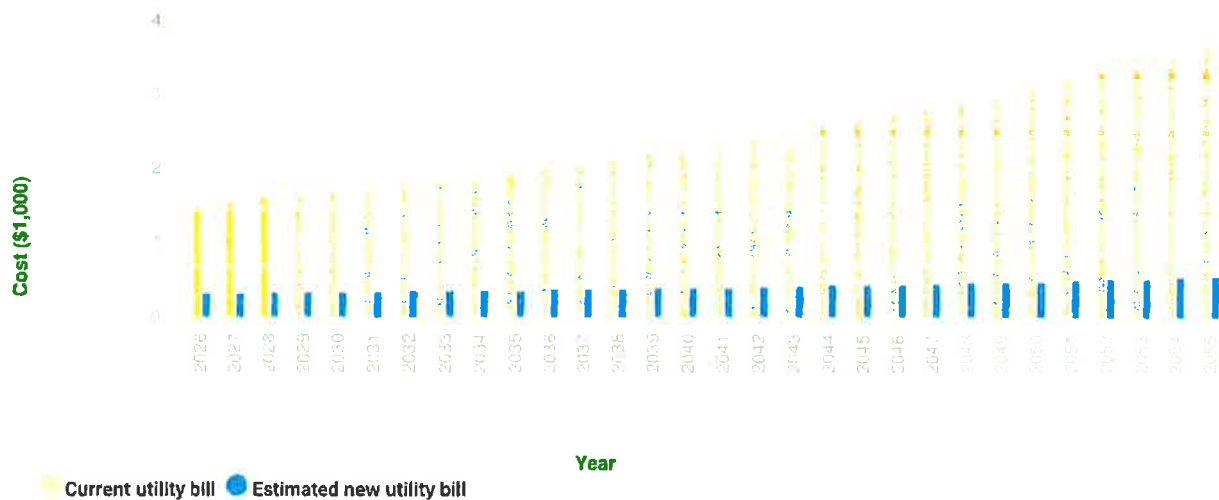
Panel: SIL-440 QD or Equivalent

Quantity: 4	Watts: 440	Azimuth: 219° (SW)	Tilt: 20°	Mounting: tilted
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## Usage Breakdown



## Estimated Savings

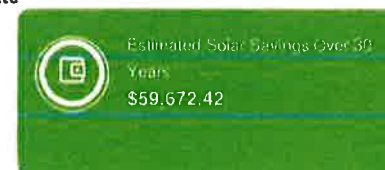


Assuming a 3.40% escalation rate on utility rate

**Payback period**  
11.42 years

**Return on investment (ROI)**  
9% per year

**Net savings**  
\$43,656.42







Mark Lorenz  
59 The Strand, New Castle, DE 19720, USA  
+1 (239) 433-0031  
lorenzmj59strand@gmail.com

## Pricing

	Price	Discounts & rebates	Total price
<b>Base Price for Solar</b> <small>1000 Watts x 22.88 \$/Watt = \$22,880.00</small>	\$22,880.00		
<b>Gross Cost</b>	\$22,880.00	-\$0.00	\$22,880.00
<b>Federal Tax Credit</b> <small>1000 Watts x 6.864 \$/Watt = \$6,864.00</small>		-\$6,864.00	
<b>Cost after rebates &amp; incentives</b>	\$22,880.00	-\$6,864.00	\$16,016.00

### Note:

- \* Not everyone is eligible for credits, incentives, or rebates or can fully use them. Please consult your tax professional or legal professional for further information.
- \* Incentives are subject to change. The actual amount can be higher or lower than what is quoted, and may not stay at a fixed rate over time. It can also change based on the tax bracket you are in.



Mark Lorenz  
 59 The Strand, New Castle, DE 19720, USA  
 +1 (239) 433-0031  
 lorenmj59strand@gmail.com

### Month-by-month details

Month (2026)	Production AC (kWh)	Grid usage (kWh)	New utility bill	Net credits (kWh)	Savings
JAN	532.6	422.4	\$75.78	0	\$71.63
FEB	620.3	344.7	\$65.38	0	\$83.43
MAR	870.97	0	\$18.97	121	\$100.88
APR	937.86	0	\$19.01	437.9	\$67.25
MAY	968.5	0	\$18.97	668.5	\$40.35
JUN	952.44	0	\$19.01	502.4	\$60.52
JUL	1,028.1	0	\$18.97	-451.8	\$203.62
AUG	960	0	\$18.97	-588	\$203.56
SEP	784.05	0	\$19.01	164	\$83.39
OCT	745.87	0	\$18.97	365.9	\$51.11
NOV	536.87	0	\$19.01	126.9	\$55.14
DEC	455.35	0	\$18.97	-1569.3*	\$166.78
<b>Total</b>	<b>9,392.9 kWh</b>	<b>767.1 kWh</b>	<b>\$381.03</b>	<b>\$145.53</b>	<b>\$1,187.67</b>



Mark Lorenz  
59 The Strand, New Castle, DE 19720, USA  
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lorenzmj59strand@gmail.com

## Materials

Material	Description	Data sheet	Quantity
Panels	SIL-440 QD or Equivalent (440 Watts)	<a href="#">Download</a>	16
Inverters	SE5700H-US Home Hub [240V]	<a href="#">Download</a>	1

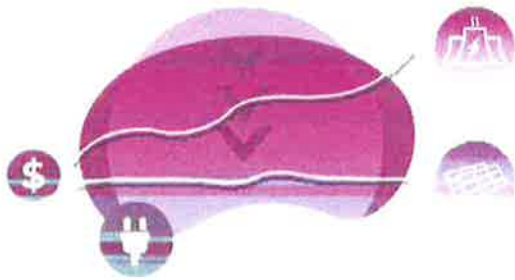


Mark Lorenz  
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lorenzmj59strand@gmail.com

## Project Timeline

Step	Details	Charge
Contract Signature	File opening and centralizing all information	\$1,144.00 (5%)
Site Assessment	Complete Site Evaluation & Final Measurements	
Permits and Applications	Completing paperwork for incentives and regulatory steps	
Material Procurement and Installation Scheduling	Invoicing for 60% of the Total System Cost. Due upon Approval to Install.	\$13,728.00 (60%)
Installation, Connection, and Electrical Inspection	Installing the system and completing the Electrical Inspection	\$8,008.00 (35%)
Final Applications and Approvals	Submitting final paperwork to utility and incentives after installation	
Owners Manual	Client will receive an Owner's Manual at the end of the project.	

## Benefits of Solar



### Control your energy costs

As utility prices continue to climb you will enjoy predictable energy costs for years to come.



### Increase the value of your property

A number of real estate studies find that solar is a home improvement that may increase the market value of your property.

Source: <https://www.nrel.gov/docs/ty08osti/42733.pdf>

## Benefit your environment



**21,735**

Gallons of gasoline  
saved



**8,220**

Trash bags of waste  
recycled



**3,219**

Tree seedlings grown  
for 10 years



**212,729**

Pounds of coal saved

Source: United States Environmental Protection Agency



Mark Lorenz  
59 The Strand, New Castle, DE 19720, USA  
+1 (239) 433-0031  
lorenzmj59strand@gmail.com

### Signature

I hereby agree to move forward with the solar project as described above and agree to the Terms and Conditions below of the contract provided by the installer CMI Solar & Electric Inc joined to this proposal.

Mark Lorenz

Date of signature (MM-DD-YYYY)

Mark Miller

Date of signature (MM-DD-YYYY)



Mark Lorenz  
59 The Strand, New Castle, DE 19720, USA  
+1 (239) 433-0031  
lorenzmi59strand@gmail.com

## Terms & conditions

### TERMS, CONDITIONS AND ATTACHMENTS TO Photovoltaic System Purchase and Sale Agreement

This document specifies Terms and Conditions that pertain to the sale, purchase, installation and warranty of a photovoltaic system as specifically described in the accompanying Purchase and Sale Agreement. The signatures of the Owner / Purchaser and the Contractor / Seller on the Purchase and Sale Agreement demonstrate acceptance of these Terms and Conditions.

In this document, the following terms of usage are applicable.

#### TERMS

1. Purchase and Sale Agreement refers to the accompanying document that provides a description of the PV System and the Scope of Work together with applicable prices. The Owner and the Contractor both sign this document. Together with these Terms and Conditions, the Purchase and Sale Agreement describes the duties and obligations of the parties in their entirety.
2. Residential or Commercial System Purchaser (Purchaser) and Owner are synonymous and refer to the party acquiring the photovoltaic system.
3. Turnkey System Contractor (Contractor) and Seller are synonymous and refer to the party providing and installing the photovoltaic system. The Turnkey System Contractor is designated on Page 1 of the Purchase and Sale Agreement.
4. Photovoltaic System is synonymous with PV System. A PV System converts solar energy to electric energy in a form usable at the property and suitable for interconnection to the Utility electric system and is made up from PV modules and inverter(s) as configured and interconnected by the Contractor in accordance with OEM Instructions and in accordance with applicable codes and standards.
5. Utility refers to the entity who delivers the electricity to the property.
6. An Interconnection Agreement for Net Energy Metering allows the Owner to interconnect the PV System with the Utility and to enjoy the benefits of net energy metering.
7. Permit refers to the document or documents received from the local "Authority Having Jurisdiction" that "permits" or allows interconnection of the PV System to the Utility electric system within the locality.
8. Authority Having Jurisdiction refers to the Building or Planning Department for the locality (city or county as applicable) of the residence. Representatives of this Authority review plans and conduct inspections of work by the Contractor. Inspection is for the safety and benefit of the Owner and the locality. Inspection is according to applicable provisions of the Building Code and the National Electrical Code.
9. Delaware Energy Office and DEO are synonymous and refer to the state agency that administers and funds the Green Grant Program as established by Public Law. This account provides rebates for PV Systems that meet criteria set forth in the current Green Energy Program guidelines.
10. Warranties: See Attachment A describing system warranty.
11. Meter Aggregation: refers to an administrative system whereby kWh produced excess to consumption are credited to another meter. Aggregation is not available with all utilities, and the rules vary by utility.

#### CONDITIONS

The description of the PV System and the Scope of Work is as set forth in the accompanying Purchase and Sale Agreement, which is provided to the Owner by the Contractor to describe the equipment, products, systems and services that the Contractor intends to deliver to the Owner and perform for the Owner's benefit, in consideration of the payments specified in the Purchase and Sale Agreement and in accordance with the Terms and Conditions set forth in this document.

1. **EQUIPMENT PRICE AND TAXES.** Contractor agrees to sell and deliver the equipment, products, systems and services in accordance with the provisions of the accompanying Purchase and Sale Agreement. Purchaser agrees to pay the specified prices plus applicable sales taxes and all required permit fees. Acceptable payment methods are cash or check.
2. **INSTALLATION PRICE.** Purchaser agrees to pay all installation costs, including, without limitation, site engineering, equipment installation, project management, interconnection to the utility grid, and local delivery of the PV System. These costs plus the expenses associated with any applicable building and electrical permit fees are as specified in the attached / enclosed Purchase and Sale Agreement. Prices are subject to additions and deductions pursuant to authorized change orders.
3. **TOTAL PRICE.** Total Selling Price, is as specified in the accompanying Purchase and Sale Agreement. Purchase and Sale Agreement prices are valid for thirty (30) days from the date on which the Purchase and Sale Agreement is presented to the owner/purchaser together with these terms and conditions.
4. **CANCELLATION RIGHTS.**
  - (a) **PURCHASER'S RIGHT TO CANCEL; FULL REFUND.** If Purchaser decides against obtaining the goods or services contemplated under this Agreement after signing, Purchaser may cancel by mailing a written notice to Contractor within three (3) days of the Agreement signature date. The notice must be mailed to the contractor:
    - CMI Electric, Inc.
    - 83A Albe Drive
    - Newark, DE 19702
  - (b) Within ten (10) business days after receipt of the aforementioned notice of cancellation, Contractor will tender to Purchaser any payments made by Purchaser or any note or other evidence of indebtedness delivered by Purchaser to the Contractor.

- (c) **ADDITIONAL RIGHT TO CANCEL, NON-REFUNDABLE DEPOSIT.** Upon receipt of the initial non-refundable down payment, Contractor will begin the process of final system design, applying for grants, permits and interconnection permission. If Purchaser cancels the order for the PV System anytime after the 3-day Cancellation Period, described in Section 4(a), the Contractor reserves the right to retain up to 100% of the down payment to cover costs incurred. A 15% cancellation fee will be due to cancel a No Money Down contract.

**5. ESTIMATED DATE OF DELIVERY.** CMI Electric will provide necessary schedule updates to the Purchaser and assume responsibility for coordinating receipt of all equipment. If this delivery date is postponed at the request of the Purchaser, after equipment has been purchased by Contractor, the Contractor will put equipment in safe storage and invoice Customer for equipment as of original delivery date agreed to by Customer.

**6. COMMENCEMENT OF INSTALLATION.** Contractor and Purchaser agree that installation of the PV System will not begin prior to both Parties signing the Purchase and Sale Agreement and these Terms and Conditions; the receipt by Contractor of initial payments in accordance with Purchase and Sale Agreement, and the satisfaction by Purchaser of all rights-of-way and other access and related matters specified in these Terms and Conditions. CMI Solar & Electric Inc and its staff will require access to your property to proceed with initial project assessment, construction, inspection and required maintenance. The client will be contacted prior to CMI Solar & Electric Inc visits and will need to arrange property access allowing CMI Solar & Electric Inc to fulfill its portion of the agreement. CMI Solar & Electric Inc will require all necessary forms filled and full client cooperation to complete its part of the contract. CMI

Solar & Electric Inc will require the necessary client information to proceed with mandatory government and State applications. **7. PROGRESS PAYMENTS.** Payments for equipment and services are as set forth in the Purchase and Sale Agreement. Progress Payments are made against invoices provided by the Contractor. Terms of payment are net cash or check on presentation of Invoice. The Contractor will notify the Owner 48 hours before the Contractor intends to present an invoice.

**8. INTEREST ON PAST DUE ACCOUNTS.** Overdue Accounts accrue interest at the maximum legal rate or 2.0% per month, whichever is lower. Rate will be charged on overdue accounts and on any judgements therefore. Upon failure to pay in full, the due date on any other open invoices to Customer shall be automatically accelerated, and they shall become immediately due and payable, and bear the interest at the Rate from the date of acceleration.

#### **9. CHANGE IN SCOPE OF WORK.**

Any agreement for changes in the Scope of Work or materials between the Contractor and the Purchaser shall be in writing to be binding. The Contract price shall be adjusted to reflect any changes in the Work or material agreed upon, and the price shall be indicated in writing prior to the Change Orders being instituted.

Federal, State, Local, Utility program guidelines and rebate levels are subject to change without notice, and CMI Solar & Electric Inc is not help accountable for loss of rebate, income, savings or delays resulting from such a situation.

If Customer chooses to have materials ordered prior to interconnection approval. Storage of materials may be required at Customer's property. If approval to install is denied, and the Customer does not wish to move forward with project, customer may not receive full refund of materials deposit. If at approval to install, further electrical upgrades are required by utility, customer is responsible for upgrade costs/fees.

#### **10. CONCEALED CONDITIONS WITH A FOCUS ON GROUND MOUNTS AND STRUCTURAL**

**ANALYSES.** In the case of Ground Mounted arrays, if the Purchaser has private wires and lines buried in the yard, these will not be marked by the Utilities' locating service. The Purchaser will mark the location of such private underground facilities so that MI can hand dig in those areas to prevent cutting the lines. CMI will attempt to locate them ourselves, but since they are generally not installed with markers (as utility lines are), these efforts are imprecise. If the Purchaser likes, CMI can arrange for a professional private locating service who will attempt to find underground facilities. The cost is generally around \$800-\$1000, and the results are not guaranteed. CM is not financially responsible for the repair of underground lines which are not marked with paint, or which are miss-marked. If CMI does manage to cut any underground facility, we generally suggest repairing it using the appropriate in ground splice. The costs of any repairs on unmarked or mismarked underground private facilities will be borne by The Purchaser.

Installing ground mounted systems usually requires heavy equipment to travel to the array location. This can cause rutting and compaction of soil. The repair of ruts or compaction is not included in this contract. Any such repairs, if undertaken by CMI, will be billed on a time and materials basis. It may be more cost-effective for you to use your local landscaper.

Additionally, it is not uncommon for the filled in trenches to settle after the first few rains. This settling is normal and can continue for up to a year. It is normally addressed by periodically applying topsoil to the low spots and re-seeding. If the Purchaser would like CMI to undertake this maintenance for you, we will be happy to do so on a time and material basis. It may be more cost-effective for you to use your local landscaper.

Any additional work found to be required before the installation of a PV System due to the results of a structural analysis or in the progress of the installation is not included in the Total Price of the Contract. The cost of any additional work or repairs to the structure or to the array area will be borne by the Purchaser.

#### **11. CLEANING UP.**

The Contractor shall keep the premises free from all accumulation of waste material and rubbish on a daily basis and shall at the completion of the Work remove from the premises all rubbish, implements and surplus materials and leave the building broom clean.

#### **12. CMI Solar & Electric Inc, its parents, subsidiaries, affiliates, officers, employees, contractors and agents:**

- (a) Are not responsible for any tax liabilities that a client may incur. We recommend the client seek the appropriate consultation concerning any tax liabilities that may be associated with the receipt of the rebate.
- (b) Assume no responsibility for the performance of the equipment or equipment warranty.
- (c) Do not endorse, guarantee or warrant any particular brand, manufacturer or third party services.

#### **13. WARRANTIES; DISCLAIMER OF WARRANTIES.**

- (a) **CONTRACTOR WARRANTY.** If Contractor installs the PV System, the PV System is covered by, and subject to the terms, limitations and exclusions of, the Limited Warranty set forth in Attachment A.
- (b) **COMPONENT MANUFACTURERS WARRANTIES.** In addition to Contractor's warranty described in clause (a) above, all component manufacturers' warranties pass through to Purchaser to the extent allowed by state law. Copies of these product warranties are provided to the Owner during orientation and briefing on PV System use.
- (c) **BREACHES OF WARRANTY.** Purchaser shall promptly notify Contractor in writing of the discovery during the warranty period of any breach of Contractor's PV System Warranty under sub-section (a) above and shall demonstrate to Contractor's reasonable satisfaction any alleged defect. As Purchaser's sole and exclusive remedy (other than Purchaser's right to terminate the Agreement pursuant to Section 11) for any such breach of Contractor's warranty, Contractor shall at Contractor's own cost and expense, either repair within 10 working days or replace within a reasonable period of time after notification of defect of the PV System. The remedies set forth herein shall constitute Contractor's sole liability and Purchaser's exclusive remedies for failure of Contractor to meet its warranty obligations.
- (d) **DISCLAIMER OF IMPLIED WARRANTIES.** EXCEPT AS PROVIDED IN 8(A) ABOVE, CONTRACTOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED,



AND CONTRACTOR HEREBY DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE DESIGN OR CONDITION OF THE PV SYSTEM, OR ANY COMPONENT PART THEREOF.

14. RISK OF LOSS; TITLE. Risk of loss of the PV System shall pass from Contractor to Purchaser upon delivery of the PV equipment to the residence (installation site). Legal title to the PV System shall pass to Purchaser upon payment in full for the equipment and installation.

15. ACCESS; CODE COMPLIANCE. Purchaser hereby agrees to provide, or cause to be provided to the Contractor, access to the residence / installation site (including, without limitation, ingress and egress access) for any purpose connected with the installation, operation, servicing and maintenance of the PV System as required. Without limiting the foregoing, Purchaser shall, at its sole cost and expense, be responsible for obtaining and maintaining all rights-of-way and associated consents, waivers, licenses, easements, and permits, as well as sufficient space to allow clearance from all structures now or hereafter erected on Purchaser's premises. Furthermore, Purchaser's existing household electrical and structural facilities must meet all applicable State and local electrical and building codes prior to installation. Purchaser acknowledges and agrees that Contractor shall not be obligated to install the PV System unless and until Purchaser provides such access and code compliance.

16. DEFAULT. Subject to the limitations set forth in Section 12 below, the parties hereto agree as follows.

- (a) DEFAULT BY CONTRACTOR. Purchaser may terminate this Agreement for default if Contractor is in material breach of the terms and conditions of this Agreement and fails to cure such breach within 15 days of receipt of written notification from Purchaser. Except as set forth in the previous sentence, Purchaser's remedies herein shall be in addition to, and shall in no way limit, any other rights or remedies Purchaser may have under the Uniform Commercial Code or other applicable law.
- (b) DEFAULT BY PURCHASER. In the event Purchaser fails to make any of the payments required by this Agreement, Contractor may terminate this Agreement without further liability to Contractor. Any remedy of Contractor provided herein shall be in addition to, and shall in no way limit, any other rights or remedies Contractor may have under the Uniform Commercial Code or other applicable law.

17. EXCUSE FOR NON-PERFORMANCE. Contractor is not responsible for any failure of or delay in the completion of the installation of the PV System or for performance of any other obligations under this Agreement, in each case to the extent resulting from a Force Majeure Event. For purposes hereof, a "Force Majeure Event" means any of the following: weather conditions; vandalism; theft; natural disasters; governmental rule, regulations or order, including orders or judgments of any court or commission; delay in obtaining necessary rights-of-way and easements; acts of God; strikes or labor disputes; war or acts of terrorism; the presence of hazardous, toxic or other dangerous materials or archaeological finds requiring special handling; subsurface or other geological conditions which are not reasonably foreseeable; or any other cause or condition beyond the control of Contractor. Force Majeure Events also include failure of a supplier or vendor to furnish labor, services, materials or equipment in accordance with contractual obligations.

18. LIMITATIONS ON DELIVERY OF SOLAR POWER. Purchaser understands, acknowledges and agrees that because the amount and time of solar energy delivery is dependent on events outside of Contractor's control, such as the availability of sunlight on the particular orientation of Purchaser's roof, Contractor cannot guarantee the delivery of a specific amount of solar power during a specified time at the Purchaser's location.

19. LIMITATION ON LIABILITY. CMI Electric, Inc. shall not be liable for any loss, damage, or injury arising from the installation, operation, maintenance, or repair of the PV System, unless such loss, damage, or injury results from CMI Electric, Inc.'s gross negligence or willful misconduct. No adjustment shall be made to reduce the amounts payable to Contractor under this Agreement if damage to, or malfunction of, the PV System results from any cause other than the gross negligence or willful misconduct of CMI Electric, Inc.

20. GENERAL PROVISIONS.

- (a) All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
- (b) The Contractor shall furnish a plan showing the shape, size dimensions, and construction and equipment specifications for solar electric (PV) array and components, a description of the work to be done and description of the materials and equipment to be used or installed, and the agreed consideration for the work.
- (c) To the extent required by law individuals duly licensed and authorized by law to perform said work shall perform all work.
- (d) All change orders shall be in writing and signed both by Owner and CMI Electric, Inc., and shall be incorporated into this Purchase and Sale Agreement as numbered Change Orders that incorporate these Terms and Conditions by reference.
- (e) CMI Electric, Inc. warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
- (f) CMI Electric, Inc. shall obtain all permits necessary for the work to be performed.
- (g) CMI Electric, Inc. agrees to remove all debris and leave the premises in broom clean condition.
- (h) In the event Owner shall fail to pay any periodic or installment payment due hereunder, CMI Electric, Inc. may cease work without breach pending payment or resolution of any dispute.
- (i) All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.

21. ASSIGNMENT. Purchaser may assign this Purchase Agreement, with CMI Electric, Inc.'s prior written consent, if the assignee thereof agrees, in writing, to be bound by each of the terms and conditions hereof.

22. SEVERABILITY OF TERMS. The invalidity of one or more phrases, sentences, clauses, sections or paragraphs contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

23. CHOICE OF LAW; ATTORNEY'S FEES. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware applicable to agreements made and performed wholly in such state. Should it be necessary for either party to resort to legal action to enforce this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs.

24. ENTIRE AGREEMENT. This Agreement (including the attachments, schedules and exhibits hereto, to the extent agreed to by the parties) supersedes all prior agreements, written or oral, between or among any of the parties relating to the transactions contemplated hereby. Furthermore, each of the parties hereto represents and warrants to the other that this Agreement constitutes the entire agreement among the parties relating to the transactions contemplated hereby.

25. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by electronic transmission and electronic signatures shall be treated as original signatures for all applicable purposes.

26. CONSTRUCTION AND INTERPRETATION. The language of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties agree that this Agreement has been prepared jointly and has been the subject of arm's length and careful negotiation. Each party has been given the opportunity to independently review this Agreement with legal counsel and other consultants, and each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the drafting of the language of this Agreement shall not be attributed to either party.

- (a) Article, section, paragraph headings, or paragraph numbering contained in the Purchase and Sale Agreement and in these Terms and Conditions are for reference purposes only and shall not affect the meaning or interpretation of these documents. The use of the word "include" shall mean "includes but is not limited to." The singular use of words shall include the plural use and vice versa.

#### ATTACHMENT A

CMI Solar & Electric, Inc.

#### Limited 10-Year System Labor & Workmanship Warranty

Subject to the terms, conditions, and limitations contained herein, CMI Electric Inc. (hereinafter referred to as CMI) warrants its solar electric power system to be free of defective workmanship for a period of ten (10) years from the date of installation. Labor and shipping costs associated with removal, repair, and replacement of defective parts are not included in this warranty. This warranty is for the sole benefit of the Purchaser as identified above (hereinafter referred to as the Purchaser) and is neither assignable nor transferable.

#### TERMS, CONDITIONS, AND LIMITATIONS OF WARRANTY

1. CMI's total liability under this Limited Warranty shall be limited in amount to the original cost of the installed system during the first Ten (10) years after the date of installation.
2. This limited labor warranty excludes monitoring, batteries, battery and EV charge controllers, and associated battery storage system components. Manufacturer's warranty terms apply to this equipment. Manufacturers sometimes pay for replacement labor, or a portion thereof, which would be applied to replacement labor.
3. CMI's obligations under this limited warranty and otherwise shall terminate immediately, in the event that:
  - a. The Purchaser fails to notify CMI within 30 days of the discovery of conditions covered under this limited warranty;
  - b. The solar electric power system is moved, repaired, modified, re-configured, or altered in any way without the express written consent of CMI.
  - c. The Purchaser or any other person fails to properly operate or use reasonable care in maintaining the system.
4. This limited warranty does not cover damage, malfunction, or degradation of performance caused by factors outside CMI's control, including but not limited to mishandling, neglect, theft, vandalism, natural disasters, or acts of God.
5. Purchaser agrees to pay CMI or its agent for all costs attributed to work performed as the result of service calls for items that CMI exclusively determines are not covered under this warranty. Purchaser agrees this warranty shall be null and void if Purchaser does not pay service call work invoices within 30 days of invoice.
6. This limited warranty shall be the Purchaser's exclusive and sole remedy against CMI with respect to the solar electric power system and the work performed in connection with the system. Performance by CMI of its obligations under this Limited Warranty satisfies all obligations and liability of every kind and nature of CMI to Purchaser.
7. CMI shall in no way be liable for any consequential damages, incidental damages, loss of use, loss of time, damages of delay or any accidental expenses.
8. THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CMI's agents have no authority to give warranties or guarantees beyond those provided herein.
9. In addition to Contractor's warranty describe herein, all component manufactures' warranties pass through to Purchaser to the extent allowed by law. Copies of product warranties are provided to the Owner during orientation and briefing on PV system use.
10. Purchaser's performance of its obligations under the Limited Warranty is subject to, and to be determined by, CMI's good faith acceptance and satisfaction with such performance. CMI's good faith determination of the cause of defects or degradation of performance of the solar power system shall be conclusive.
11. Consulting services provided by the CMI regarding solar/renewable energy are not subject to a warranty or guarantee of any kind. It is understood that consulting information is merely suggestion and recommendation. The client, therefore, is responsible for the application or use of this information. CMI may not be held responsible for the application of information having detrimental effects on a particular project.
12. Design services provided by CMI are not subject to a warranty or guarantee of any kind. CMI will not be responsible for unauthorized design revisions nor will CMI be responsible for materials and equipment not purchased through CMI.

This warranty gives the Purchaser specific rights. The Purchaser may also have other rights which vary from state to state. For service under this warranty, contact CMI Customer Service at 1-302-731-5556

CMI Electric, Inc. 83A Albe Drive, Newark, DE 19702

#### Additional information specific to your solar project:

**Client name:** Mark Lorenz

**Address:** 59 The Strand, New Castle, DE 19720, USA

#### Solar Panels:

- Manufacturer: Silfab Solar Inc. or Equivalent
- Model: SIL-440 QD or Equivalent
- Watts: 440
- Count: 12
- Manufacturer: Silfab Solar Inc. or Equivalent
- Model: SIL-440 QD or Equivalent
- Watts: 440
- Count: 4

**Inverters:**

- Name: SolarEdge Technologies Ltd. - SE5700H-US Home Hub [240V]
- Efficiency: 99.20%

**Panels:**

- Name: Silfab Solar Inc. or Equivalent - SIL-440 QD or Equivalent
- Efficiency: 22.60%

**Pricing & Payment Information**

**Rebates & Incentives applied to the project:**

Residential Renewable Energy Tax Credit - 30%:	-\$6,864.00
Gross price of system	\$22,880.00
Cost after rebates and incentives	\$16,016.00

**Project specs**

System size:	7.04 kW
CEC-AC rating:	0.619 kW
Estimated First Year Production:	9,393 kWh AC
Consumption Offset:	103%

SILFAB  
PRIME NTC

06-100-001

SILFAB  
SOLAR



## NEXT-GENERATION N-TYPE CELL TECHNOLOGY

- Improved Shade Tolerance
- Improved Low-Light Performance
- Increased Performance in High Temperatures
- Enhanced Durability
- Reduced Degradation Rate
- 25-Year Product Warranty/  
30-Year Performance Warranty



[SILFABSOLAR.COM](http://SILFABSOLAR.COM)



## ELECTRICAL SPECIFICATIONS

440

Test Conditions		STC	NOCT
Module Power (Pmax)	Wp	440	328.0
Maximum power voltage (Vpmax)	V	33.41	31.17
Maximum power current (Ipmax)	A	13.17	10.52
Open circuit voltage (Voc)	V	38.97	36.64
Short circuit current (Isc)	A	14.22	11.44
Module efficiency	%	22.6%	
Maximum system voltage (VDC)	V		1000
Series fuse rating	A		25
Power Tolerance	Wp		0 to +10

Measurement conditions: STC 1000 W/m<sup>2</sup> • AM 1.5 • Temperature 25 °C • NOCT 45 °C • AM 1.5 • Measurement uncertainty ± 3%  
Sun simulator calibration reference modules from Fraunhofer Institute. Electrical characteristics may vary by ±5% and power by 0 to +10 W.

## MECHANICAL PROPERTIES / COMPONENTS

## METRIC

## IMPERIAL

Module weight	25.8 kg ± 0.2 kg	46.3 lbs ± 0.4 lbs
Dimensions (H x L x D)	1721 mm x 1133 mm x 35 mm	67.8 in x 44.6 in x 1.37 in
Maximum surface load (wind/snow)*	4000 Pa rear load / 5400 Pa front load	83.5 lb/ft <sup>2</sup> rear load / 112.8 lb/ft <sup>2</sup> front load
Hail impact resistance	ø 25 mm at 83 km/h	ø 1 in at 51.6 mph
Cells	108 Half cells - N-Type Silicon solar cell 182 mm x 91 mm	108 Half cells - N-Type Silicon solar cell 7.16 in x 3.58 in
Glass	3.2 mm high transmittance, tempered, antireflective coating	0.126 in high transmittance, tempered, antireflective coating
Cables and connectors (refer to installation manual)	1350 mm, ø 5.7 mm, MC4 from Staubli	53.1 in, ø 0.22 in (12 AWG), MC4 from Staubli
Backsheet	High durability, superior hydrolysis and UV resistance, multi-layer dielectric film, fluorine-free PV backsheet	
Frame	Anodized aluminum (Black)	
Junction Box	UL 3730 Certified, IEC 62790 Certified, IP68 rated, 3 diodes	

## TEMPERATURE RATINGS

## WARRANTIES

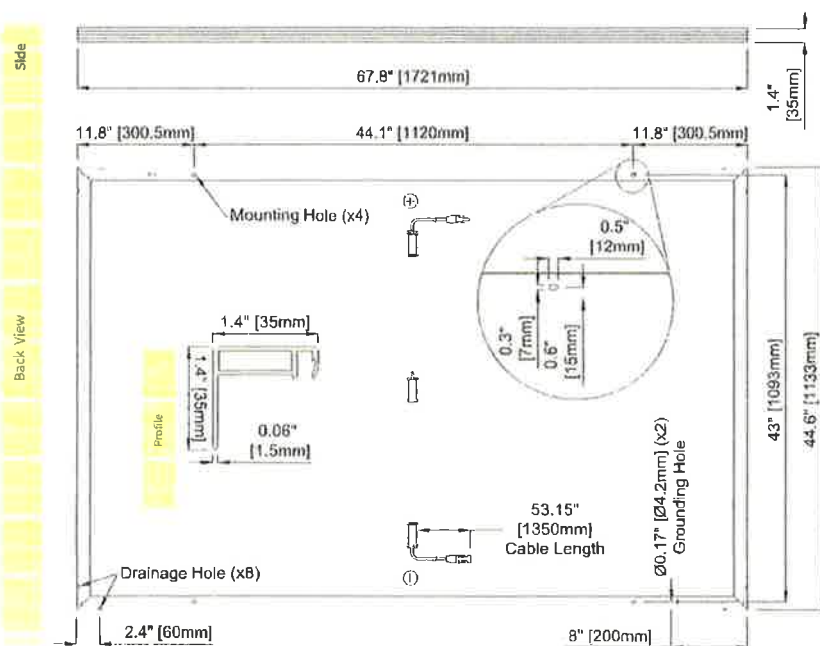
Temperature Coefficient Isc	0.04 %/°C	Module product workmanship warranty	25 years**
Temperature Coefficient Voc	-0.24 %/°C	Linear power performance guarantee	30 years
Temperature Coefficient Pmax	-0.29 %/°C		≥ 98% end 1st yr
NOCT (± 2 °C)	45 °C		≥ 94.7% end 12th yr
Operating temperature	-40/+85 °C		≥ 90.8% end 25th yr
			≥ 89.3% end 30th yr

## CERTIFICATIONS

## SHIPPING SPECS

Product	UL 61215, UL 61730, CSA C22.2 #61730, IEC 61215, IEC 61730, IEC 61701 (Salt Mist Corrosion), IEC 62716 (Ammonia Corrosion), CEC Listed, UL Fire Rating: Type 2	Modules Per Pallet:	26 or 26 (California)
Factory	ISO9001:2015	Pallets Per Truck	32 or 30 (California)
		Modules Per Truck	832 or 780 (California)

\* ⚠ Warning. Read the Safety and Installation Manual for mounting specifications and before handling, installing and operating modules.  
\*\* 17 year extendable to 25 years subject to registration and conditions outlined under "Warranty" at [www.silfab.com](#)  
PAN files generated from 3rd party performance data are available for download at: [www.silfab.com](#)



## SILFAB SOLAR INC.

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Burlington WA 98233 USA  
T +1 360.569.4733  
info@silfabsolar.com

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Fort Mill SC 29715 USA  
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## Silfab - SIL-440-QD-20240829

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## Photos of 59 The Strand - Exterior

#1 View From The Strand & Harmony Street Intersection:



#2 View from Harmony Street:



#3 View from The Strand









