

RECEIPT

DATE

7/31/85

No.

787919

RECEIVED FROM

Fitzgerald Salvage & Recycling Inc
Fifty and 68

\$50.00

DOLLARS

FOR RENT

DE-SW-1125

FOR

ACCOUNT

PAYMENT

BAL DUE

☐ CASH

☒ CHECK

☐ MONEY

☐ ORDER

☐ CREDIT

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FROM

5102

TO

BY

ALC

3-1

JUL 31 2025



Scrap Tire Facility Permit Application DNREC - WHS

Delaware Department of Natural Resources and Environmental Control
Compliance and Permitting Section
(302) 739-9403

This application is for requesting a permit to own or operate a scrap tire facility in Delaware. Per Delaware's *Regulations Governing Solid Waste* (DRGSW) §12, a permit is required for all new and existing scrap tire facilities in the state.

A scrap tire facility is defined as an accumulation of 100 or more scrap tires with each scrap tire weighing 25 pounds or less; or 100 or more scrap passenger tire equivalents; or any combination of these scrap tires that, upon conversion, results in 100 or more passenger tire equivalents. Solid waste regulations define a scrap tire facility as being located in the same general vicinity that is not enclosed by a building, including, but not limited to, open fields, woodlots, pavement, dumpsters and roll offs, trailers, and fenced areas.

A passenger tire equivalent (PTE) is a conversion measurement using the assumption that one passenger car tire is equal to 25 pounds. A tire weighing more than 25 pounds shall be evaluated by dividing its total weight in pounds by 25 pounds to equal the number of PTEs. For scrap tires weighing more than 200 pounds each, the first 10 scrap tires are exempt from the accumulation amount. **The full scrap tire regulations DRGSW§12 can be viewed at:**

<http://regulations.delaware.gov/AdminCode/title7/1000/1300/1301.pdf>

Those having less than 100 scrap passenger tire equivalents or accumulate tires in an enclosed building as defined in DRGSW §12 are not required to complete this application.

Please indicate below whether this is a new application or a renewal.

☐ New Application ☒ Renewal

If renewal, permit number: DE-ST- 000229

1. All scrap tire facilities must be associated with a qualifying business. A qualifying business is a business that generates and accumulates scrap tires but whose primary purpose is not to accumulate scrap tires. Examples of qualifying businesses may include: tire retailer; tire retreading; automobile graveyard or junkyard; local and state governmental agency and/or facility such as county maintenance, police, and fire; military institution and/or facility; farmer; and other automotive business.

Legal name of qualifying business: Fitzgerald Salvage and Recycling

Type of business:

- | | |
|---|--|
| ☐ New/used tire retailer | ☐ Tire retreading |
| ☐ Automotive Business | ☐ Local/state/military government |
| ☒ Salvage Yard/Automobile Graveyard | ☐ Farmer |

If you do not operate a qualifying business . Please contact the Department of Natural Resources and Environmental Control (the Department) Compliance and Permitting Section (CAPS) for further assistance with your scrap tire pile at (302) 739-9403.

2. All scrap tire facilities not enclosed by a trailer subject to DRGSW §12 fall into one of two groups, as defined below. A property may have only one scrap tire facility. Please indicate below the group into which your qualifying business falls.

☐ Group 1: total volume for scrap tires will be no greater than 450.5 square feet by 10 feet high, with the height being measured from the lowest point on the lowest tire and the square footage measured using the furthestmost tires. This volume approximates that of a 53 foot length, enclosed semi-trailer load of scrap tires.

☒ Group 2: total volume for scrap tires will be no greater than 901 square feet by 10 feet high, with the height being measured from the lowest point on the lowest tire and the square footage measured using the furthestmost tires. This volume approximates that of two 53 foot length, enclosed semi-trailer loads of scrap tires.

☒ Financial assurance (Required only for Group 2) - evidence of financial assurance in the form of escrow accounts or other sureties as described in DRGSW §4. For a scrap tire facility, a minimum of \$10,000 financial assurance is required. Financial assurance is not required if the owner/operator can demonstrate a current, valid contract or other legal documentation with an approved treatment, storage, disposal, or recycling facility that requires the owner/operator to pay the cost of removing the scrap tires prior to delivery of trailers where the scrap tires will be accumulated. Please submit proof of financial assurance or contract, as identified above.

3. General Site Information

Physical address of business property:

Street: 17115 Fitzgerald Road

City: Lincoln State: DE Zip code: 19960 County: Sussex

Business Telephone Number: 302.422.7584 Extension: _____

Property Size: 40 Acres

☐ ☐

Tax Parcel Number: 130-6.00-88.0

Mailing address of business: P.O. Box 26, Lincoln, DE 19960

☐ Not applicable, same as physical address.

Site Contact:

Name: Scott Fitzgerald Telephone Number: 302.236.7322

E-mail Address: scott@fitzgeralds.us

4. Zoning

Current Zoning Designation: H1-1and Commercial

The property on which the scrap tire facility is located must carry the appropriate business zoning from the county in which it resides. Please provide documentation to prove appropriate business zoning, such as a tax parcel map or zoning certificate.

For the following questions, the term “scrap tire facility” refers to the location in which your scrap tires are accumulated. Do not confuse the “scrap tire facility” with other business activities occurring on your property.

5. Description of current scrap tire facility operations.

☐ This is a proposed operation.

For currently operating scrap tire facilities:

Approximately how many scrap tires do you generate per year? Varies depending upon market. Please refer to invoices maintained onsite.

Where are the scrap tires stored? outdoors, on a concrete pad.

How often are scrap tires removed from your scrap tire facility? Once, every 3-4 weeks.

Who transports the tires from your scrap tire facility? Fitzgerald Salvage and Recycling

What is the Delaware Solid Waste Transporter's Permit Number? DE-SW-112

Where are scrap tires taken when removed from your scrap tire facility? DSWA Landfill located in Sussex County, DE or Magnus Environmental located in New Castle County, DE.

6. **Provide a diagram of your property.** Using property boundaries, indicate all roads bordering your property, firebreaks, the location of buildings on the property and the location of your scrap tire facility. Also, indicate the minimum setbacks of:

For Group 1:

- a. 20 feet from roads & property boundaries
- b. 50 feet from residences
- c. 100 feet from water supply
- d. 50 feet from wetlands, ponds & streams
- e. 20 foot firebreak around facility

For Group 2:

- a. 100 feet from roads & property boundaries
- b. 300 feet from residences
- c. 300 feet from water supply
- d. 50 feet from wetlands, ponds & streams
- e. 50 foot firebreak around facility

[If a setback cannot be achieved, please provide an explanation and indicate if another entity, for example, a city, county or municipal government has indicated acceptance of the setback in place at the facility.]

☐ GIS image attached
(Google, Bing, Yahoo maps)

☒ Drawing attached

7. Is the shortest distance from your scrap tire facility to a naturally occurring waterbody (pond, lake, stream, river, etc.) greater than 50 feet? ☒ Yes ☐ No
8. Is the shortest distance from your scrap tire facility to a state or federally designated wetland greater than 50 feet? ☒ Yes ☐ No
9. Is your scrap tire facility located in or near sensitive habitat supporting rare, threatened or endangered species? ☐ Yes ☒ No
10. Is the location of your scrap tire facility within the 100 year flood plain? ☐ Yes ☒ No
Please provide a copy of the most recent Federal Emergency Management Agency's 100-year floodplain map of the property. **Enclosed and incorporated into Tire Management Plan.**
11. Are you required to have or do you have flood insurance related to the property where your scrap tire facility is located? ☐ Yes ☒ No
12. What is the shortest distance (in feet) from your scrap tire facility to your property boundaries?
Approximately 200 feet.
13. What is the shortest distance (in feet) from your scrap tire facility to any public roadway bordering the property? **Approximately 880 feet.**
14. What is the shortest distance (in feet) from your scrap tire facility to the nearest residence bordering the property? **Approximately 1,059 feet**

15. Is the property where the scrap tire facility is located served by publicly supplied drinking water or is there an on-site drinking water well? (Check One)

☐ Publicly Supplied Water ☒ On-Site Drinking Water Well

If an on-site drinking water well, what is the distance (in feet) from the well to the scrap tire facility? Approximately 1,000 feet.

16. Are any of the properties bordering your scrap tire facility served by publicly supplied drinking water or an on-site drinking water well? (Check one)

☐ Publicly Supplied Water ☒ On-Site Drinking Water Well

If on-site drinking water wells serve the properties bordering your site, please provide the address of, and indicate the distance from, your scrap tire facility to the nearest well.

Address of nearest on-site drinking water well: 17049 Fitzgeralds Road, Lincoln, DE

Distance (in feet) from nearest on-site drinking water well: Approximately 1,059 feet

17. Firebreak

What type of firebreak surrounds (20 feet in all directions) your scrap tire facility? Check one:

- ☐ A mineral strip firebreak kept clear of weeds, grass, brush and debris
☒ Well-maintained and regularly mowed grass

18. Mosquito Control

Mosquito control measures must be implemented at the scrap tire facility upon adding scrap tires or within 24 hours of a precipitation event by either: eliminating water accumulated, preventing water from accumulating, or by applying a mosquito larvicide/adulticide.

In order to avoid mosquito issues, the following will be implemented (check all that apply):

- ☐ Removal of water accumulated in scrap tires before placing them into the scrap tire facility and within 24 hours of a precipitation event
☒ Punching/drilling holes in the walls of the scrap tire to sufficiently prevent water accumulation
☐ Storage of scrap tires in a covered and enclosed scrap tire facility to prevent water accumulation
☒ Application of mosquito larvicide/adulticide

NOTE: In the event a scrap tire facility does not implement mosquito control measures, the State will implement measures and require the scrap tire facility owner/operator reimburse the State for all costs.

19. Attach a copy of your operations manual.

To assist with the creation of your operations manual, the Department has created the "Scrap Tire Facility Operations Manual: A Guide" document which can be found here:

<http://www.dnrec.delaware.gov/dwhs/SHWMB/Documents/Scrap%20Tire%20Docs/Operations-Manual-A-Guide-Groups-1-and-2.pdf>

20. Certification - By signing this application, I certify that the information contained herein is true and complete and that all siting and design standards and operational requirements of DRGSW § 12 will be met before commencement of any construction or continuing operation of an existing scrap tire facility. I understand that in the event of any false or fraudulent information in the application or failure to operate in compliance with applicable laws and regulations, Departmental approval for the scrap tire facility may be rescinded by the Department and enforcement actions may be sought by the Department.

Property Owner

Signature ¹: Karen Fitzgerald Date: 7/29/25

Print Name: Karen Fitzgerald Phone: 302.422.7584 Title: Co-owner Email: N/A

Organization: Fitzgerald Salvage and Recycling Address: 17115 Fitzgeralds Rd. City:

Lincoln State: DE Zip: 19960

Business Owner ☒ **Same as Property Owner**

Signature ¹: Karen Fitzgerald Date: 7/29/25

Print Name: Karen Fitzgerald Phone: 302.422.7584 Title: Co-owner Email: N/A Business

License Number: 1989013151

Address: 17115 Fitzgeralds Rd. City: Lincoln State: DE Zip: 19960

Operator:

☐ Same as Business Owner

Signature ¹:



Date:

7/29/25

Print Name: Scott L. Fitzgerald Phone: 302.236.7322 Title: Vice President

Fax: 302.422.2591 Email: scott@fitzgeralds.us

Organization: Fitzgerald Salvage and Recycling

Address: 17115 Fitzgeralds Rd. City: Lincoln State: DE Zip: 19960

¹ For a corporation, the permit application must be signed by a principal executive officer of at least the level of vice-president. In the alternative, a duly authorized representative or agent responsible for the overall operation of the facility that is the subject of this permit application may sign, provided a principal executive officer of at least the level of vice-president submits written documentation to the DNREC directing the stated individual may sign on their behalf.

- 21. Permit fee-** The annual permit fee is dependent on your operating in Group 1 (\$250.00 per year) or Group 2 (\$350.00 per year). Upon receipt of your permit, you will receive a pro-rated invoice covering the permit fee for the first year. You will be invoiced annually for the permit fee for subsequent years after the initial permit has been issued.

In addition to the permit fee, upon each application submission (initial and every five years thereafter), a public notice fee of \$50.00 will be due.

Please enclose the public notice fee of \$50.00, with checks or money orders made payable to the State of Delaware, with this application.

Please submit your completed application with supporting documentation, along with the \$50.00 public notice fee to:

Department of Natural Resources and Environmental Control
Compliance and Permitting Section
Scrap Tire Management Program
89 Kings Highway
Dover, Delaware 19901



Jesus recycles people. We recycle cars!

TIRE MANAGEMENT PLAN
17115 Fitzgeralds Rd.
Lincoln, DE 19960

Original Date: June 1, 2020

Revised: July 21, 2025

Prepared by: RainWise Environmental Solutions, LLC.

54 Rumford Dr.

Milford, DE 19963

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- K. Mosquito Control Documentation

MANAGEMENT CERTIFICATION STATEMENT

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The undersign confirms that the Fitzgerald Salvage and Recycling Facility has met the siting and design standards and operational requirements as stipulated by the Delaware Regulations Governing Solid Waste and as described herein this Tire Management Plan.

Fitzgerald Salvage and Recycling

Scott L. Fitzgerald

Print Name

[Signature]

Signature

7/31/25

Date

REVISION HISTORY

Date of Review	Revision Required (Yes or No)	Description of Plan Revision	Individual Performing Revision
July 21, 2025	Yes	Revised date and recertified as part of permit renewal application.	Amber Moore, RWES

SECTION 1

1.0 INTRODUCTION

Fitzgerald Salvage and Recycling has prepared this Tire Management Plan (TMP) for its 17115 Fitzgeralds Road, Lincoln, Delaware Facility. Fitzgerald Salvage and Recycling is an automotive salvage and scrap metal recycling Facility. Scrap metal recycling activities involve the purchasing, processing and shipment of ferrous and non-ferrous metals. The Facility processes foreign and domestic automobiles for the recovery and sale of used parts. The Facility also performs limited concrete and asphalt crushing activities.

In accordance with Section 12.0 of the *Delaware Regulations Governing Solid Waste (DRGSW)*, the Facility is considered a qualifying business as it “generates and accumulates scrap tires but its primary purpose is not to accumulate scrap tires”. As such, the Facility manages scrap tires in a manner that categorizes its operations as a Group 2 Scrap Tire Facility.

1.1 Plan Applicability and Objectives

Fitzgerald Salvage and Recycling is categorized as a Group 2 Scrap Tire Facility (refer to Appendix A for permit application). As a Group 2 Tire Facility, the Site’s total volume of scrap tires is restricted to no greater than 901 square feet by 10 feet high, with the height being measured from the lowest point on the lowest tire and the square footage measured using the furthest tires. This volume approximates that of two (2) 53-foot length, enclosed semi-trailer loads of scrap tires. This TMP has been developed to satisfy the requirements outlined in Section 12.0 of the DRGSW and incorporates information necessary to satisfy the Operations Manual and documentation requirements outlined in the *DRGSW*.

In order to effectively implement the components of the TMP, the Facility must first reduce its scrap tire inventory to achieve Group 2 status. In order to achieve Group 2 storage volume thresholds, the Facility has developed a Tire Reduction Plan, dated May 1, 2020. The Tire Reduction Plan was submitted to the Compliance Permitting Section of the Division of Waste and Hazardous Substances on May 27, 2020. The Tire Reduction Plan identifies a description of methods, procedures, and processes that will be used to reduce the scrap tire inventory to comply with the requirements of a Group 2 Scrap Tire Storage Facility. The Tire Reduction Plan

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identifies provisions made for the proper removal and disposal of scrap tires to comply with storage volume restrictions outlined in the *DRGSW* and those specified by the Department's Notice of Violation 20-SW-10 dated March 20, 2020.

1.2 Plan Implementation

Overall responsibility for compliance with the implementation and maintenance of the TMP rests with Mr. Scott Fitzgerald and Mr. John Fitzgerald, Vice Presidents at the Facility. These individuals are considered the Facility's Pollution Prevention Team (PPT) as identified in Appendix B.

2.0 SITE DESCRIPTION

In accordance with Section 12.0 of the *DRGSW*, the Facility is considered a qualifying business as it “generates and accumulates scrap tires but its primary purpose is not to accumulate scrap tires”. The Facility generates scrap tires as a result of its salvage and recycling activities.

Current scrap tire storage volumes are identified within the Tire Reduction Plan. In accordance with the Tire Reduction Plan, the Facility shall reduce its scrap tire storage volumes to authorized Group 2 thresholds by August 30, 2020.

2.1 Facility Information and Location

Facility contact information is presented in Table 2.1 below.

Item	Information
Facility Name	Fitzgerald Salvage and Recycling
Physical Address	17115 Fitzgeralds Road, Lincoln, Delaware
Mailing Address	P.O. Box 26, Lincoln, DE 19960
Summary of Operations	Automobile salvage and scrap metal recycling
Standard Industrial Code	5015 and 5093
Plan Coordinators	Scott Fitzgerald and John Fitzgerald
Coordinator Contact Number	302.422.7584

2.2 Site Description

Fitzgerald Salvage and Recycling is located in a rural area at the northwest corner of routes 113 and 207 in Lincoln, Delaware. The physical address is 17115 Fitzgeralds Road, Lincoln, DE 19960. The following figures are provided as described below:

- Figure 1: Facility diagram identifying all siting requirements of Subsection 12.5 of the *DRGSW*.
- Figure 2: Current GIS image of the property identifying the location of the scrap tire facility and surrounding properties.

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- Figure 3: Current Federal Emergency Management Agency's 100-year flood data of the areas, demonstrating the Facility: is not located in the 100-year floodplain; does not restrict the flow of a 100-year flood; or does not reduce the storage capacity of a floodplain.
- Figure 4: Delaware Floodplain Map Depicting 100-year flood data.
- Figure 5: U.S. Geological Survey Ellendale Quadrangle 7.5-minute series topographic map indicating the approximate geographical location.

The Facility's footprint expands approximately 40 acres and is arranged to: accommodate the collection, shearing, smelting, baling and recycling of ferrous and non-ferrous metals; accommodate the storage and crushing of concrete and recycled asphalt; and process foreign and domestic automobiles for the recovery and sale of used parts.

The Facility is located on predominately flat terrain. The surface area is approximately 50% impervious. The native soil is sandy clay. Vegetation consists of weeds in the yard and vegetation/trees along the perimeter. The Facility is bordered to the north by the Herring Branch and forested land, to the west by agricultural land, to the east by Rt. 113 and to the south by Fitzgeralds Road. Storm water runoff from the property is discharged into the Herring Branch, and ultimately flows into the Mispillion River.

2.3 Title, Right or Interest

Fitzgerald Salvage and Recycling Facility has obtained a Title authorizing its operation. The Title can be found in Appendix C.

2.4 Financial Assurance

Evidence of financial assurance in accordance with subsection 12.8 of the *DRGSW* is located in Appendix D. In accordance with the regulations, the Facility must obtain and retain a minimum of \$10,000 financial assurance. Financial assurance is not required if the Facility can demonstrate a current, valid contract or other legal documentation with an approved treatment, storage, disposal, or recycling facility (TSDRF) that requires the owner/operator to

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pay the cost of removing the scrap tires prior to delivery of a trailer where the scrap tires will be accumulated.

3.0 SITING AND DESIGN STANDARDS

The Facility shall adhere to the following siting and design standards as stipulated by the *DRGSW*.

3.1 Setbacks

The Fitzgerald Salvage and Recycling Facility shall adhere to the following setbacks as required for a Group 2 Scrap Tire Facility:

- A minimum 100-foot setback between the scrap tire facility (storage location) and all public roads and property boundaries.
- A minimum 300-foot setback between the scrap tire facility (storage location) and residences in existence at the time the application is filed.
- A minimum 300-foot setback between the scrap tire facility (storage location) and off-site drinking water supply wells and water supply springs.

Please refer to Figures 1 and 2 which identify setbacks.

3.2 Stabilization

The area under the scrap tire facility (storage location) shall be adequately stabilized to prevent any scrap tires from sinking below ground level and to prevent any significant unintended movement of the tires on the scrap facility. The Facility achieves stabilization standards by providing a concrete pad for the scrap tire storage location. The concrete pad is maintained to prevent sinking and unintended movement of the tires. Additionally, the Facility has crushed concrete onsite that can be utilized as fill material for stabilization purposes if necessary.

3.3 Floodplain

The Facility is not located within the 100-year floodplain, based on flood data generated by the Federal Emergency Management Agency. Please refer to Figures 3 and 4.

3.4 Natural Resources

Based on a review of State of Delaware *Endangered and Threatened Species Field Guide*, the Facility is not located within nor discharges storm water to, a critical habitat of a listed or proposed endangered or threatened species. Additionally, activities are not conducted within 50 feet of a federally regulated wetland or within 50 feet of a pond, river, or stream, except for artificial ponds or impoundments. Please refer to the Figures 1 and 2.

4.0 FIRE PREVENTION MEASURES

The Facility shall adhere to the following fire prevention measures:

- All grasses, weeds, brush, debris and other combustible material must not be present in or on the scrap tire storage location.
- No activities involving the use of open flames, blow torches, or highly flammable substances shall be conducted within the required fire break. A 50-foot fire break consisting of either a mineral strip free of combustible materials or well-maintained, regularly mowed grass shall be maintained around the perimeter of the Facility. The Facility maintains a grassed buffer/mineral strip (dirt) fire break around the perimeter of the site. On occasion, the Facility performs cutting activities outdoors. The activity is performed away from the scrap tire storage location, and is separated by a minimum 50-foot dirt fire break.
- The Facility has provided the Lincoln City Fire Station (Ellendale Fire Co.) with a copy of this Plan in attempts to familiarize personnel with the layout of the Facility and locations where personnel would normally be working. It should be mentioned that personnel can be working anywhere on the property, at any given time.

5.0 MOSQUITO CONTROL

The Facility is required to implement mosquito control measures, as warranted.

5.1 Mosquito Control Measures:

The Facility shall implement and maintain the following mosquito control by either:

- Removing any water held in scrap tires immediately prior to placement in the Facility via a hole punching, boring, or drilling throughout tires or other sufficient means, and storing the scrap tires in such a way that water does not accumulate in the scrap tires or containers where scrap tires are held. The Facility typically achieves this control measure by cutting the tires.; or
- If any scrap tires hold water that is not removed within 24-hours of placement in the scrap tire facility or within 24-hours of a precipitation event, a larvicide that is registered for use for mosquito control by the US Environmental Protection Agency (EPA) must be applied to the water holding tires within 48-hours of placement in the scrap tire storage area. The Facility or a private contractual professional pesticide applicator, at the owner/operator's expense, can perform the initial and/or follow-up applications, provided that the applications are safe and done in accordance with instructions provided and federal/state guidelines.
- If the Department finds the existence of excessive numbers of adult mosquitos or mosquito larvae on the premises, as determined at the sole discretion of the Department, the Facility must apply, within 24-hours of notification from the Department, an adulticide or larvicide that is registered for use for mosquito control by the US EPA, with applications done in accordance with all Delaware Department of Agriculture regulations.

5.2 Required Documentation

The Facility shall document mosquito control activities involving larvicide applications for a period of three (3) years. The records must be made available to the Department upon request and include: the name, the type of larvicide applied, and amount of larvicide applied per tire; the EPA registration number of the larvicide product used; the date and

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time of application; and the name of the person performing the application along with their Delaware Certified Pesticide Applicator Number (if a Restricted Use Pesticide was applied).

6.0 Operational Standards

The following operational standards shall be implemented and maintained.

6.1 Tire Inventory

As of May 18, 2020, Fitzgerald Salvage and Recycling had an inventory of approximately 80 tons (4 trailer loads) of scrap tires onsite, requiring removal and proper disposal. Additionally, the Facility has approximately 200 used tires stored onsite for the purpose of resale or reuse on Company equipment. No new tires are located on the premises.

It should be noted that vehicles/equipment accepted onsite for salvaging purposes, are staged at the Facility within the Vehicle Holding/Storage Yard, with the tires intact. The tires remain on the vehicles/equipment until the unit is processed. As approved by DNREC's Division of Waste and Hazardous Substances, tires intact and provided on vehicles/equipment located within the Vehicle Holding/Storage Yard in storage are not counted as part of the scrap tire inventory.

On occasion, the Facility does sell used tires. This is infrequent. Used tires for resale are defined as those tires that are still practical or prudent for vehicular use and have not exceeded six (6) years beyond the manufacturer date. It should be noted that in addition to selling used tires, the Facility also stores used tires (obtained from vehicles/equipment processed) for use on its own vehicles/equipment. These tires are still practical and prudent for use at the Facility. These tires may be more than 6 years past the manufacturer date; however, these tires are prohibited from sale and are restricted to internal use only.

6.2 Scrap Tire Reduction Strategy

The following methods, procedures, and processes have been established by Fitzgerald Salvage and Recycling to reduce its scrap tire inventory to comply with Group 2 permitting requirements.

- The Facility completed an inventory of all scrap tires onsite in May 2020. Scrap tires staged outdoors near the dismantling/fluid draining building and observed during

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DNREC's March 6, 2020 have been removed offsite and disposed of at the DSWA landfill located in Sussex County and Magnus Environmental.

- The Facility has completed an inventory of all used tires and identified those tires that should be classified as scrap tires. The Facility has relocated tires classified as scrap to the scrap tire storage area located near the Shearing Operation. Scrap tires are staged on a concrete pad located adjacent to the Shearing Operation.
- All used tires will be relocated indoors and stored either in a building or a box trailer in an effort to prohibit exposure. Used tires will be inventoried as part of a monthly inspection program developed and implemented to comply with Group 2 Permit requirements. As previously indicated, approximately 200 used tires for resale and those used internally are maintained onsite. Approximately 150 used tires are maintained onsite for sale purposes. Approximately 50 used tires are maintained onsite and are restricted for internal use only. Tires restricted for internal use only are separated from tires designated for resale and placed in a separate storage trailer. Employees have been trained on segregation and storage practices. These storage locations are inspected monthly.
- Once a vehicle or piece of equipment is processed, employees have been instructed to remove the tires and place the tires back into the vehicle prior to crushing activities. This practice has been approved by the Facility's scrap vendor. A vehicle can contain no more than five (5) tires (this includes the spare). The Facility anticipates to dispose of all tires in this manner. If for some reason a tire cannot be placed in a vehicle (for example, the Facility disposed of tires illegally placed along the roadside "roadside dumping activities") for disposal, employees have been instructed to store scrap tires at the designated location near the Shearing Operation. Scrap tires shall be staged in the proper storage location by the end of each workday.
- A trailer will be provided to load scrap tires for disposal. Approximately 80 tons (4 trailer loads) of scrap tires are present at the Facility. The Facility proposes to remove one (1) trailer load every three (3) weeks, thus establishing compliance with authorized tire storage volumes by August 30, 2020. Due to the recent COVID-

19 pandemic and challenges faced with state of emergency sanctions, delays have occurred with tire removal activities. If the Facility is able, scrap tires will be cut prior to disposal in an effort to reduce the cost of disposal and increase potential locations available for disposal.

- The Facility will increase customer scrap tire acceptance fees in an effort to generate funds necessary to ensure timely scrap tire disposal.

6.3 Scrap Tire Storage and Maintenance Practices

The Facility is categorized as a Group 2 Scrap Tire Facility. As a Group 2 Scrap Tire Facility, scrap tire storage volumes shall be no greater than 901 square feet by 10 feet high; with the height being measured from the lowest point on the lowest tire and the square footage measured using the furthestmost tires. Scrap tire storage shall:

- adhere to the siting and design standards specified in Section 3 of this Plan.
- be restricted to the designated storage location, situated adjacent to the shearing operation. Refer to Figures 1 and 2. Only scrap tires may be stored in the designated scrap tire storage location.
- be limited to only those scrap tires generated by or from Fitzgerald Salvage and Recycling activities.

6.4 Scrap Tire Disposal

Scrap tires cannot stay onsite indefinitely. Each calendar year, the amount of scrap tires removed from the Facility must equal at least 75% (by weight, volume or number) of the amount of scrap tires accumulated on-site on Jan. 1st of the calendar year. Any scrap tires removed from the Facility must be properly transported to an authorized TSDRF. The Fitzgerald Salvage and Recycling Facility has been issued Permit Number DE-SW-1125, dated April 1, 2020, authorizing the site to transport scrap tires. Fitzgerald Salvage and Recycling has received approval from the Department to transport tires to the Delaware Solid Waste Authority (DSWA) Landfill located in Sussex County and Magnus Environmental Corporation located in New Castle County.

7.0 INSPECTIONS

The Facility shall perform monthly inspections to ensure appropriate practices are employed to ensure scrap tire storage complies with regulatory requirements. Specifically, the following items must be inspected:

- The scrap tire storage area shall be inspected for litter and unauthorized materials. All litter and unauthorized materials must be removed and properly disposed.
- The fire break provided around the perimeter of the scrap facility shall be inspected to ensure it meets regulatory requirements outlined in Section 4 of this Plan.
- The scrap tire facility and its surrounding area shall be inspected to ensure emergency equipment identified in this Plan is available and accessible.
- The perimeter shall be inspected to ensure it is secured.

The Inspection Report included as Appendix F shall be utilized to document inspections. Inspection records shall be made available to the Department upon request.

8.0 SECURITY

Proper security of the Facility grounds, industrial materials storage areas, and scrap tire storage is an important consideration in the prevention of vandalism, fires, and discharge of industrial materials. Individual building security is maintained by locking doors and gates after normal working hours. Access must be granted to enter the Facility. A fence surrounds the perimeter of the Facility and security gates at the entrance are locked during night and weekend hours when the Facility is not operating.

9.0 PROCEDURES FOR CLEAN-UP AND MAINTENANCE

Facility personnel will be trained to adhere to the following clean-up and maintenance procedures:

- Scrap tire storage shall be restricted to a concrete pad located adjacent to the Shearing operation.
- All used tires will be relocated indoors and stored either in a building or a box trailer in an effort to prohibit exposure. Used tires will be inventoried as part of a monthly inspection program developed and implemented to comply with Group 2 Permit requirements.
- Once a vehicle or piece of equipment is processed, employees have been instructed to remove the tires and place the tires back into the vehicle prior to crushing activities. This practice has been approved by the Facility's scrap vendor. In the event scrap tires cannot be placed in the vehicle for disposal, employees have been instructed to store scrap tires at the designated location near the Shearing Operation.
- If the Facility is able, scrap tires will be cut prior to disposal in an effort to reduce the cost of disposal and increase potential locations available for disposal.
- Designated employees will be required to canvas the yard at the end of each work day to ensure scrap tires and used tires are staged in designated locations and storage volume thresholds are maintained.
- Designated Facility personnel will conduct and document monthly inspections and implement corrective actions in a timely manner to ensure practices identified this Plan are maintained.
- A trailer shall be provided as scrap tire storage volumes approach 2/3 of the authorized storage volume in an effort to ensure scrap tires are removed in a timely manner and the Facility does not exceed storage volume restrictions. Scrap tires shall be placed in the trailer and transported to the authorized TSDRF. The Facility cannot utilize the trailer to accumulate tires and exceed storage volume restrictions.

SECTION 9

- Arrangements shall be made with the authorized TSDRF to ensure timely removal and disposal of scrap tires.

10.0 EMERGENCY PROCEDURES

Tire fires present the same potential threat to the environment as an incident involving a hazardous material spill. The average passenger car tire holds 2.5 gallons of oil. When exposed to extreme heat, the tires reach a state of combustion where volumes of pyrolytic oil can be produced. This could turn the tire pile into a running oil fire. Exposure hazards associated with the smoke plume, water runoff, and soil include: volatile organic chemicals; polynuclear aromatic hydrocarbons; carbon monoxide; and heavy metals.

The success of any fire suppression operation begins at the employee level. Employees are instructed to contact individuals identified as the Facility Emergency Contacts (Appendix E) immediately upon becoming aware of a fire or emergency condition. For small, localized fires, the Facility Emergency Contacts will utilize available response equipment and measures to extinguish the fire. For major tire fires, the Facility Emergency Contacts will contact the local fire department and the Department of Natural Resources and Environmental Control (DNREC). For all fires, employees will be instructed to vacate the premises and meet at the Facility's muster point (property entrance) until it is safe for the employees to enter the premises.

Scrap tire fires can potentially last days, weeks or months. Small fire locations will be monitored daily to ensure the fire has been extinguished. Large fires will be monitored by the local fire department.

10.1 Emergency Contacts

A list of names and telephone numbers of persons to be contacted in an emergency can be found in Appendix E.

10.2 Response Equipment

Smothering a tire fire with dirt or sand is usually the best option for extinguishing fires and preventing fires from spreading. The incipient stage of a tire fire begins with a point of ignition. During this stage, the Facility Emergency Contacts have been trained to utilize a

SECTION 10

dry chemical fire extinguisher to put out the fire. Fire extinguishers are maintained at each building location and the Administrative Office.

Once a tire has gained an open flame front, the heat of the fire is absorbed by the surrounding tire material. Immediately separating the burning tire from the rest of the pile and/or applying water/dirt would eliminate the threat to the remaining tires. Although water is available onsite, water availability within close proximity to the scrap tire storage area is limited. The Facility does however have large quantities of dirt and crushed concrete that can be utilized to smother the fire. The Facility maintains heavy equipment at the Shearing Operation that can be utilized to transport the dirt/crushed concrete material, if necessary, in attempts to smother the fire. Large volumes of dirt and crushed concrete are located adjacent to the Shearing operation.

The Facility shall ensure emergency equipment is readily accessible at all times. Routine inspections will verify this action. Additionally, the Facility shall ensure emergency responders can access the site at all times. All entrances and internal roadways shall remain unobstructed to ensure accessibility.

11.0 PERSONNEL TRAINING

Employees responsible for performing activities associated with scrap tire storage shall be trained in an effort to familiarize these individuals with the practices and programs identified by this Plan. This training shall be performed annually and shall also address procedures to be followed in case of an emergency, including, but not limited to, fires. Additionally, all new hires shall receive this training within 60 days of hire.

12.0 REPORTING

The Facility shall implement reporting procedures as described herein.

12.1 Annual Report

The Facility shall prepare and submit an annual report to the Department by March 1st of each calendar year. The report shall be submitted on a form provided by the Department and is to cover scrap tire facility activities during the previous calendar year.

12.2 Emergency Reporting Requirements

In the event of a fire or other emergency related to the scrap tire facility, Fitzgerald Salvage and Recycling shall immediately notify emergency services by calling 9-1-1 and the DNREC by calling 1-800-662-8802. Within seven (7) calendar days of reporting an emergency situation, the Facility shall submit to the Department a written report detailing the emergency. The report must include:

- A description of the type of emergency;
- Date and time of the emergency;
- A description of the origins of the emergency;
- A description of the actions taken to respond to the emergency;
- The results of the actions that were taken to date; and
- An analysis of the success or failure of the actions.

13.0 RECORDKEEPING

The following records shall be maintained in the Facility's environmental files located in the office building. Records shall be maintained for a period of three (3) years and made available for inspection by the Department upon request:

- Documentation of training (Appendix F);
- Documentation of inspections (Appendix G);
- Documentation demonstrating the percentage of turnover as required by this Plan (Appendix H);
- Documentation demonstrating delivery (e.g., tolling agreement, letter of acceptance, manifest, bill of lading, or other documentation deemed acceptable by the Department) to the TSDRF as required (Appendix I);
- Documentation of arrangements with the fire department (Appendix J); and
- Mosquito control records as detailed in this Plan (Appendix K).

14.0 PLAN REVISION

This Plan shall be reviewed annually and updated as required.

Figures

Figure 1: Facility Diagram with Setbacks

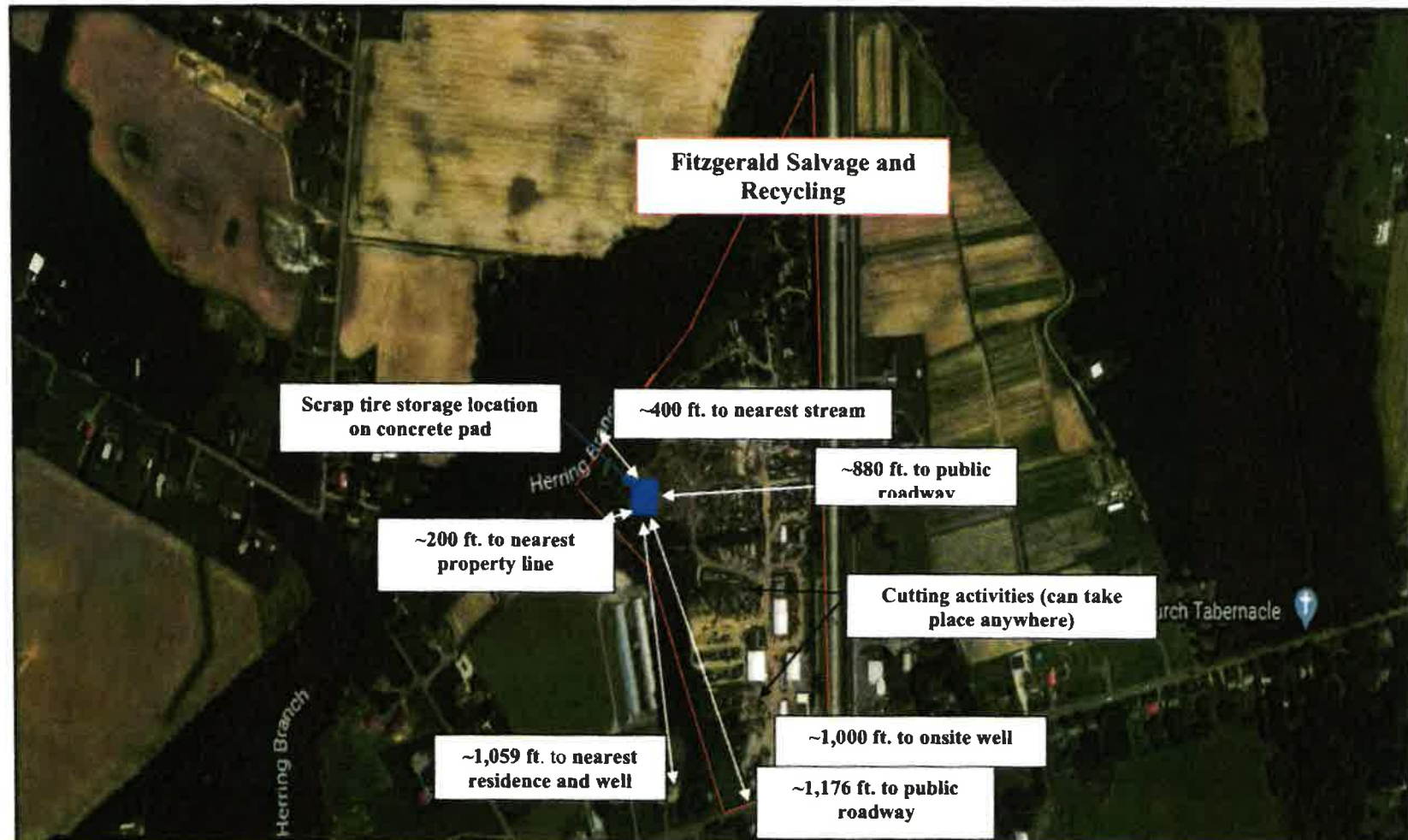


Figure 2-GIS Image



Figure 3-Floodplain Map Demonstrating Site is not Located in 100-Year Floodplain

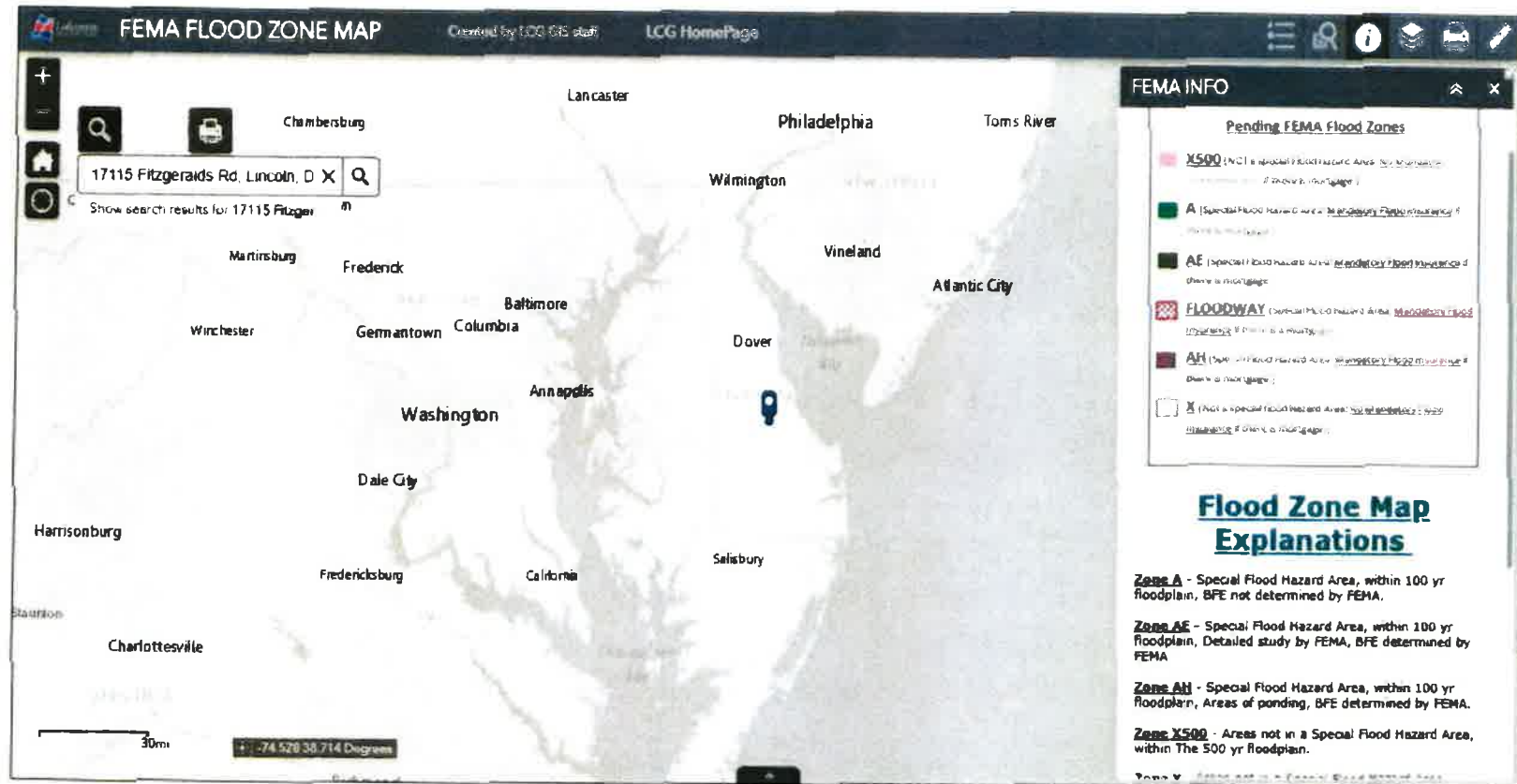


Figure 4-Floodplain Map Demonstrating Site is not Located in 100-Year Floodplain

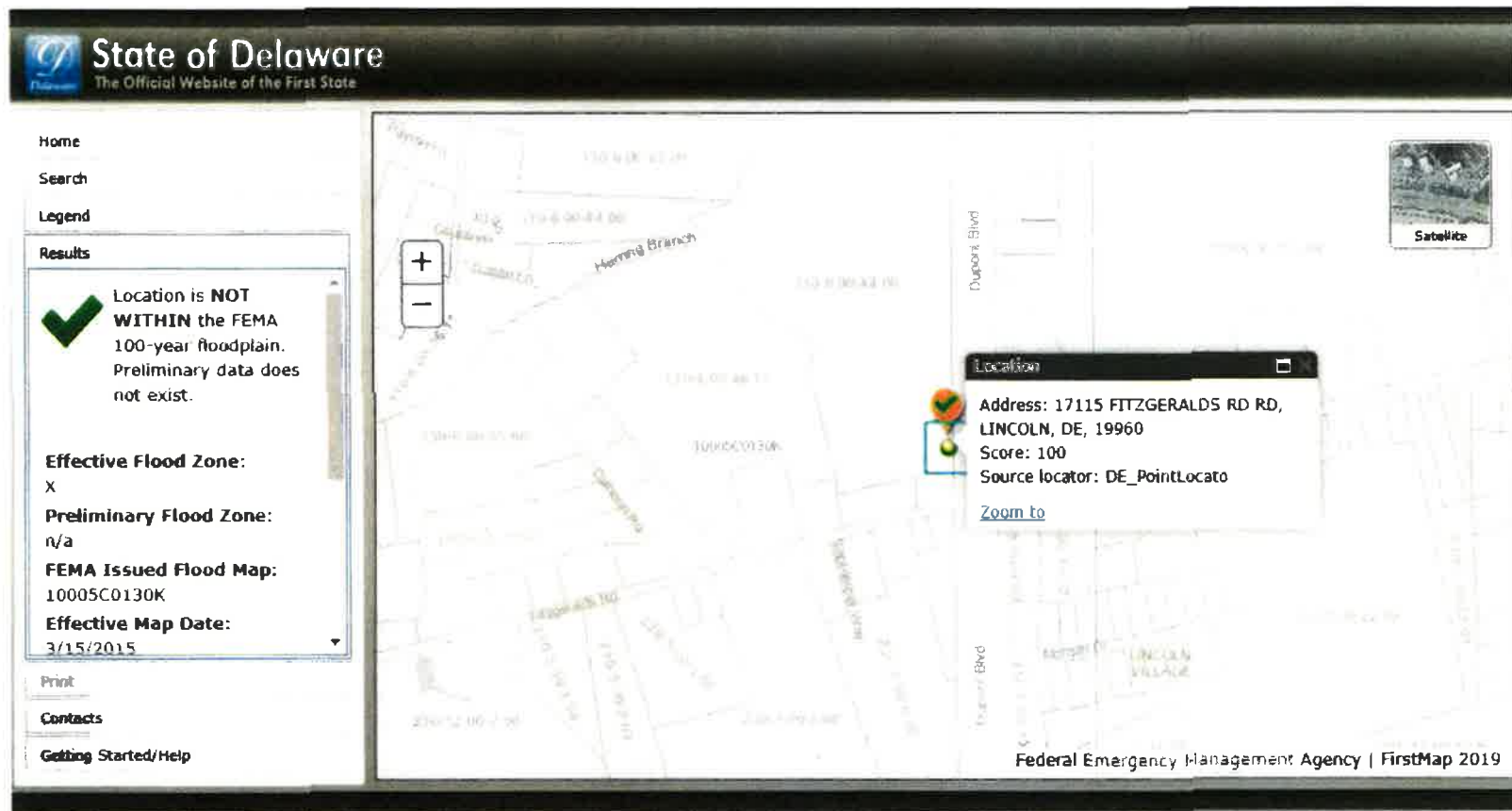


Figure 5-USGS Map



Appendices

Appendix B-Pollution Prevention Team Members

NAME	TITLE	TELEPHONE NUMBER
Scott Fitzgerald	Vice President	302.236.7322 (cell)
		302.422.7584 (office)
John Fitzgerald	Vice President	302.245.0027 (cell)
	Scrap Operations	302.422.7584 (office)

STATE OF DELAWARE

Department of Finance Division of Revenue

ACTIVE BUSINESS LICENSE

1989013149

EFFECTIVE

01/01/2025 - 12/31/2025

ISSUED TO

FITZGERALD SALVAGE & RECYCLING
C/O ADP 55-22K
17115 FITZGERALDS RD
LINCOLN DE 19960-3265

LOCATION

FITZGERALD SALVAGE & RECYCLING

17115 FITZGERALDS RD
LINCOLN, DE 19960-3265

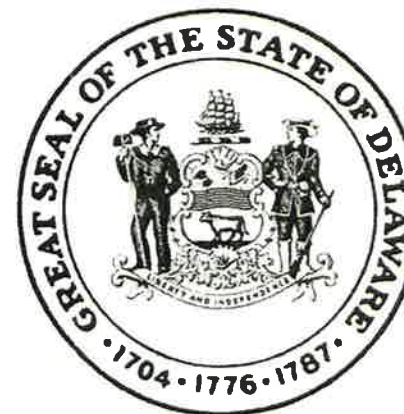
**TRADE, BUSINESS, OR
PROFESSIONAL ACTIVITY**

MOTOR VEHICLE DEALER

ISSUED: 12/07/2024

FEE PAID: \$100.00

Is hereby licensed to practice, conduct, or engage in the
occupation or business activity indicated above in
accordance with the license application duly filed
pursuant to Title 30, Delaware Code.



2025

POST CONSPICUOUSLY - NOT TRANSFERABLE



Appendix D-Financial Assurance



LOAN DEPARTMENT

P. O. Box 742
16982 Kings Highway
Lewes, DE 19958

Helen.Johnson-Ray@Communitybankdelaware.com

AMENDMENT #2 – December 18, 2024

IRREVOCABLE COMMERCIAL LETTER OF CREDIT NUMBER – S-017032

EXPIRATION DATE 6/19/26

Fitzgerald Salvage and Recycling Inc

Amount: \$10,000.00

ISSUING BANK:

COMMUNITY BANK DELAWARE
LOAN DEPARTMENT
P. O. BOX 742
LEWES, DE 19958

PLACE AND DATE OF ISSUE:

LEWES, DE
June 19, 2020 & **Renewed 12/18/2024**

**PLACE AND DATE OF EXPIRY
AT OUR COUNTERS**

June 19, 2026

BENEFICIARY:

The Secretary of the Department of
Natural Resources and Environmental Control
89 Kings Highway
Dover, DE 19901

APPLICANT:

Fitzgerald Salvage and Recycling, Inc.
17115 Fitzgerald Road
P. O. Box 26
Lincoln, DE 19960

UP TO AN AGGREGATE AMOUNT THEREOF: \$10,000.00

PARTIAL DRAWINGS: PERMITTED

CREDIT AVAILABLE WITH:

COMMUNITY BANK DELAWARE
LOAN DEPARTMENT
16982 KINGS HWY
MAILING: P. O. BOX 742
LEWES, DE 19958



LOAN DEPARTMENT

P. O. Box 742
16982 Kings Highway
Lewes, DE 19958

Helen.Johnson-Ray@Communitybankdelaware.com

STANDBY TRUST AGREEMENT

Standby Trust Agreement, the "Agreement," entered into as of **August 5, 2020** by and between **Fitzgerald Salvage and Recycling** a **Delaware** corporation, the "Grantor," and **Community Bank Delaware**, incorporate in the State of **Delaware** the "Trustee."

Whereas, the Delaware Department of Natural Resources and Environmental Control (the "Department") has established certain regulations applicable to the Grantor, requiring that an owner or operator of the **automotive salvage and scrap recycling facility** shall provide assurance that funds will be available when needed for closure and/or post-closure care of the **automotive salvage and scrap recycling facility**,

Whereas, the Grantor has elected to establish **letter of credit** to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c) The term "Secretary" means the chief administrator and head of the Delaware Department of Natural Resources and Environmental Control and any successor.

Section 2. Identification of Facilities and Cost Estimates. This agreement pertains to the **automotive salvage and recycling operations** and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund" for the benefit of the Department. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all

earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Department.

Section 4. Payment for Closure and Post Closure Care. The Trustee shall make payments from the Fund as the Department shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the [insert type of operation] covered by this Agreement in accordance with the activities specified in Schedule A and the Delaware Regulations Governing Solid Waste applicable to closure and post-closure. The Trustee shall reimburse to the Grantor or other persons as specified by the Department from the Fund for closure and post-closure expenditures in such amounts as the Department shall direct in writing. In addition, the Trustee shall refund the Grantor such amounts as the Department specifies in writing. The Department shall direct reimbursements in accordance with the procedures set forth in the Delaware Regulations Governing Solid Waste. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that;

i. Securities or other obligations of the Grantor, or any other owner or operator of the **automotive salvage and scrap recycling facility**, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

ii. The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and



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Helen.Johnson-Ray@Communitybankdelaware.com

iii. The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

a. To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all the provisions thereof, to be commingled with the assets of other trusts participating therein; and

b. To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person; or to deposit or arrange for the deposit of any securities issued by the United State Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any



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other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Valuation and Adjustment. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Department's Solid & Hazardous Waste Management Section a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the Department shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matter disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign, or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The

successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the Department's Solid & Hazardous Waste Management Section, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests and instructions by the Department to the Trustee shall be in writing, signed by the Secretary or the manager of the Department's Solid & Hazardous Waste Management Section, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Department hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or Department, except as provided for herein.

Section 15. Amendment of agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Department, or by the Trustee and the Department if the Grantor ceases to exist.

Section 16. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and Department, or by the Trustee and the Department, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Department issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event of the Grantor fails to provide such defense.

Section 18. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Delaware.



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Section 19. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of the Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

"I certify that the amount of the draft is payable pursuant to regulations issued under authority of Title 7 of the Delaware Code, Chapter 60.

This letter of credit is effective as of [date] and shall expire on [date at least 1 year later], but such expiration date shall be automatically extended for a period of one year on [date] and on each successive expiration date, unless at least 120 days before the current expiration date, we notify (1)you, (2) the Solid & Hazardous Waste Management Section, and (3) [owner's or operator's name] by nationally recognized overnight courier service or upon receipt if delivered personally, that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available, upon presentation of your sight draft, for 120 days or until the letter of credit has expired, whichever is later.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of [owner's or operator's name] in accordance with your instructions.

This standby letter of credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590 and subsequent revisions thereof.



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Lewes, DE 19958

Helen.Johnson-Ray@Communitybankdelaware.com

In witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed, if applicable, and attested as of the date first above written.

Fitzgerald Salvage and Recycling, Inc.

President: Karen Fitzgerald

Witness: Mary G. Callaway

Seal

Community Bank Delaware

Vice-President: St John

Witness: Jammie Jones

CERTIFICATION OF ACKNOWLEDGMENT

State of Delaware

County of Sussex

On this **July 25, 2025**, before me personally came [**Karen L. Fitzgerald**] to me known, who, being by me duly sworn, did depose and say that she/he resides at [**18117 Johnson Road, Lincoln, DE 19958**], that she/he is [] of [**Fitzgerald Salvage and Recycling, Inc.**], the corporation described in and which executed the above instrument; and, if applicable, that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she/he signed her/his name thereto by like order.

Notary: Sandra Engeline St John



Appendix E-Emergency Contacts

EMERGENCY CONTACTS

NAME	TITLE	TELEPHONE NUMBER
Scott Fitzgerald	Vice President	302.236.7322 (cell)
		302.422.7584 (office)
John Fitzgerald	Vice President, Scrap Operations	302.236.7322 (cell)
		302.422.7584 (office)

The following emergency response contractors may be contacted if the magnitude of the spill is beyond the capabilities of Facility personnel. The Facility has confirmed that the telephone numbers listed in the plan are answered 24 hours a day, 7 days a week.

Agency/Emergency Responder	Title	Telephone Number
3D Environmental	Emergency Response Vendor	410.742.4322
Delaware Dept. of Natural Resources	State Agency	800.662.8802
EPA	Federal Agency	215.814.2999
National Response Center	Federal Agency	1.800.424.8802
Lincoln (Ellendale) Fire Department	Local Authority	911
Sussex County LEPC	Local Authority	302.855.7810

Appendix F-Training Records

CLASS ROSTER

Please **PRINT*** all applicable information in **BLACK or BLUE INK**

*(Except Signature)

Course Date:	Course Name: Tire Management Plan (Operations Manual) Tire Storage Practices, Best Management Practices and Emergency Response.	Location: Fitzgerald Salvage and Recycling
--------------	--	---

Instructor(s): Company	Last Name, First Name, Middle Initial	Signature

Last Name, First Name, Middle Initial (Please Print)	Job Title	Signature
1.		
2		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Training provided to satisfy the requirements outlined in Section 12.0 of the *Delaware Regulations Governing Solid Waste (DRGSW)* for a Tire Storage Facility. Training covered the Facility's current tire reduction strategy, tire management/storage practice requirements, best management practices and emergency response procedures as outlined in the Tire Management Plan (Operations Manual). Please retain a copy for your records.

Appendix G-Inspection Records

Scrap Tire Facility Monthly Inspection Log

Inspector: _____

Date: _____

Category	Requirements	Yes	No	Description of Corrective Action Taken	Date Corrected
<i>General Housekeeping</i>	Facility is free of litter and unauthorized materials				
	Only scrap tires generated at your qualifying business are present				
<i>Fire Prevention</i>	Grass is mowed (if applicable)				
	Combustible Materials not present				
	No ignition sources (e.g., flame, blowtorch, flammable materials, smoking)				
<i>Emergency Equipment</i>	Safety and emergency equipment available and in good working condition				
<i>Security</i>	Facility is locked during non-business hours				
	Check perimeter fencing is secure (if applicable)				
<i>Maintenance of Scrap Tire Facility</i>	Trailers Only: Check for damage to roof or walls that may cause water leakage.				
	Outdoor Piles Only: Ensure dimensions of pile don't exceed regulatory limits (450 ft ² by 10 ft for Group 1 and 901 ft ² by 10 ft for Group 2)				

Appendix H-Percentage of Turnover

Appendix I-Disposal Documentation

Appendix J-Arrangements with Fire Department

Certified Mail:

July 21, 2025

Fire Chief Robert Foster
Ellendale Fire Co.
302 Main St.
Ellendale, DE 19941

**RE: Fitzgerald Salvage and Recycling Facility
17115 Fitzgeralds Rd., Lincoln, DE
Scrap Tire Management Plan**

Dear Fire Chief Foster,

Enclosed, please find a copy of the Fitzgerald Salvage and Recycling Facility's Tire Management Plan. In accordance with the State of Delaware *Regulations Governing Solid Waste*, the Facility is required to familiarize the Ellendale Fire Company with operations performed at this location in an effort to assist your Department with preparing and responding to an emergency situation should one arise.

Please feel free to contact me should you have any questions or require additional information regarding this matter.

Regards,

A handwritten signature in black ink, appearing to read "Scott L. Fitzgerald", with a long horizontal line extending to the right.

Scott L. Fitzgerald
Vice President
Fitzgerald Salvage and Recycling



LINCOLN
8419 FRONT ST
LINCOLN, DE 19960-9998
www.usps.com

07/31/2025

10:04 AM

TRACKING NUMBERS
9589 0710 5270 1676 1549 19

TRACK STATUS OF ITEMS WITH THIS CODE
(UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE
Send tracking number to 28777 (2USPS)
Standard message and data rates may apply

TRACK STATUS ONLINE
Visit <https://www.usps.com/tracking>
Text and e-mail alerts available

PURCHASE DETAILS

Product	Qty	Unit Price	Price
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First-Class Mail® Large Envelope	1		\$4.14
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Ellendale, DE 19941

Weight: 0 lb 9.80 oz

Estimated Delivery Date

Mon 08/04/2025

Certified Mail®	\$5.30
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Tracking #:

→ 9589 0710 5270 1676 1549 19
Total \$9.44

Grand Total: \$9.44

Credit Card Remit \$9.44

Card Name: VISA

Account #: XXXXXXXXXXXX1326

Approval #: 00709G

Transaction #: 003

AID: A0000000031010 Contactless

AL: VISA CREDIT

CHASE VISA

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Ellendale, DE 19941

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$4.14

Total Postage and Fees \$9.44

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9017

See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

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City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9017

See Reverse for Instructions

Appendix K-Mosquito Control Documentation

MOSQUITO CONTROL DOCUMENTATION	
Print Name of Applicator:	
Signature of Applicator:	
Date/Time:	
Weather Conditions:	
Delaware Certified Pesticide Applicator Number (if applicable):	
Name of Larvicide Applied:	
Type of Larvicide Applied:	
Amount of Larvicide Applied Per Tire:	
Number of Tires Treated:	
EPA Registration Number of Larvicide Product Lot Used:	
Comments	

FITZGERALD SALVAGE AND RECYCLING, INC.

17115 Fitzgerald Road | Lincoln, Delaware 19960

September 17, 2026

Delaware Department of Natural Resources and Environmental Control
Solid & Hazardous Waste Management Section
89 Kings Highway
Dover, DE 19901

RECEIVED

SEP 17 2026

DNREC - WWS

**RE: Financial Assurance – Irrevocable Standby Letter of Credit
Fitzgerald Salvage and Recycling, Inc.
17115 Fitzgerald Road, Lincoln, DE 19960
Permit No. DE-ST 000229**

Dear Sir or Madam:

Fitzgerald Salvage and Recycling, Inc. is submitting the enclosed financial assurance documents in accordance with the applicable requirements of the Delaware Regulations Governing Solid Waste.

The financial assurance mechanism consists of an Irrevocable Standby Letter of Credit, Letter of Credit No. [S-017032], issued by Community Bank Delaware on [September 17, 2026], in the amount of **Ten Thousand Dollars (\$10,000.00)**.

The funds assured by the Letter of Credit are provided to demonstrate financial assurance for the closure of the Fitzgerald Salvage and Recycling, Inc. automotive salvage and scrap recycling facility located at 17115 Fitzgerald Road, Lincoln, Delaware 19960.

In conjunction with the Letter of Credit, Fitzgerald Salvage and Recycling, Inc. is also submitting the associated Standby Trust Agreement, established with Community Bank Delaware as Trustee, as required for use of the Letter of Credit financial assurance mechanism.

The enclosed documents are submitted for the Department's review and approval. Please contact me if additional information or documentation is required.

Sincerely, *Karen L. Fitzgerald*

Karen L. Fitzgerald
President
FITZGERALD SALVAGE AND RECYCLING, INC.

Enclosures: Irrevocable Standby Letter of Credit No. [S-017032]
Standby Trust Agreement

IRREVOCABLE STANDBY LETTER OF CREDIT

Appendix C to Section 4.1.11 - Financial Assurance

NUMBER	S-017032
ISSUE DATE	September 17, 2026
BENEFICIARY	The Secretary of the Department of Natural Resources and Environmental Control, State of Delaware 89 Kings Highway Dover, DE 19901 (All correspondence regarding this letter of credit must be submitted through the Department's Solid & Hazardous Waste Management Section for administration).
APPLICANT	Fitzgerald Salvage and Recycling, Inc. 17115 Fitzgerald Road P.O. Box 26 Lincoln, DE 19960
Issuance Date	September 17, 2026
Expiration Date	September 17, 2027

Dear Sir or Madam:

We hereby establish our irrevocable standby letter of credit number S-017032 in your favor, at the request and for the account of Fitzgerald Salvage and Recycling, Inc., 17115 Fitzgerald Road, P.O. Box 26, Lincoln, DE 19960, up to the aggregate amount of **Ten Thousand U.S. dollars (\$10,000.00)**, available upon presentation of:

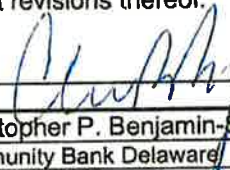
1. your sight draft, bearing reference to this letter of credit no. S-017032; and
2. your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of Title 7 of the Delaware Code, Chapter 60."

This letter of credit is effective as of September 17, 2026 and shall expire on September 17, 2027 [a date at least one year later], but such expiration date shall be automatically extended for a period of one year on September 17, 2027 and on each successive expiration date, unless at least 120 days before the current expiration date, we notify (1) you, (2) the Solid & Hazardous Waste Management Section, and (3) Fitzgerald Salvage and Recycling, Inc. by nationally recognized overnight courier service or upon receipt if delivered personally, that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available, upon presentation of your sight draft, for 120 days or until the letter of credit has expired, whichever is later.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of Fitzgerald Salvage and Recycling, Inc. in accordance with your instructions.

This standby letter of credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590 and subsequent revisions thereof.

Very truly yours,

Authorized Signature	
Typed Name and Title	Christopher P. Benjamin-SVP
Institution	Community Bank Delaware
Telephone Number	(302) 348-8605
Date	09/17/2026

STANDBY TRUST AGREEMENT

Appendix G to Section 4.1.11 - Financial Assurance

Standby Trust Agreement, the "Agreement," entered into as of [DATE] September 17, 2026 by and between Fitzgerald Salvage and Recycling, Inc., a Delaware corporation, the "Grantor," and Community Bank Delaware, incorporated in the State of Delaware, the "Trustee."

Whereas, the Delaware Department of Natural Resources and Environmental Control (the "Department") has established certain regulations applicable to the Grantor, requiring that an owner or operator of an automotive salvage and scrap recycling facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the automotive salvage and scrap recycling facility;

Whereas, the Grantor has elected to establish a letter of credit to provide all or part of such financial assurance for the facility identified herein;

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee;

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.
- (c) The term "Secretary" means the chief administrator and head of the Delaware Department of Natural Resources and Environmental Control and any successor.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the automotive salvage and scrap recycling facility and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the Department. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Department.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the Department shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the automotive salvage and scrap recycling facility covered by this Agreement in accordance with the activities specified in Schedule A and the Delaware Regulations Governing Solid Waste applicable to closure and post-closure. The Trustee shall reimburse to the Grantor or other persons as specified by the Department from the Fund for closure and post-closure expenditures in such amounts as the Department shall direct in writing. In addition, the Trustee shall refund the Grantor such amounts as the Department specifies in writing. The Department shall direct reimbursements in accordance with the procedures set forth in the Delaware Regulations Governing Solid Waste. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge its duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons

of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- i. Securities or other obligations of the Grantor, or any other owner or operator of the automotive salvage and scrap recycling facility, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- ii. The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- iii. The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- a. To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- b. To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person; or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Valuation and Adjustment. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Department's Solid & Hazardous Waste Management Section a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the

Department shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matter disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign, or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the Department's Solid & Hazardous Waste Management Section, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests and instructions by the Department to the Trustee shall be in writing, signed by the Secretary or the manager of the Department's Solid & Hazardous Waste Management Section, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Department hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or Department, except as provided for herein.

Section 15. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Department, or by the Trustee and the Department if the Grantor ceases to exist.

Section 16. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 15, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and Department, or by the Trustee and the Department, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Department issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal

liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 18. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Delaware.

Section 19. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of the Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed, if applicable, and attested as of the date first above written.

FITZGERALD SALVAGE AND RECYCLING, INC.

By: Karen L. Fitzgerald
Name: Karen L. Fitzgerald
Title: President

Attest/Witness: [Signature]

[Seal, if applicable]

COMMUNITY BANK DELAWARE

By: [Signature]
Name: Wm. Jack Riddle
Title: President

Attest/Witness: [Signature]

[Seal, if applicable]

CERTIFICATION OF ACKNOWLEDGMENT

State of Delaware

County of Sussex

On this [DATE] September 17, 2026, before me personally came Karen L. Fitzgerald, to me known, who, being by me duly sworn, did depose and say that she resides at 18117 Johnson Road, Lincoln, DE 19958, that she is President of Fitzgerald Salvage and Recycling, Inc., the corporation described in and which executed the above instrument; and, if applicable, that she knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

Signature of Notary Public: Siarra StJohn

My Commission Expires: January 8, 2028

Siarra StJohn
Notary Public
State of Delaware
My Commission Expires
January 08, 2028

SCHEDULE A

Facility Identification and Cost Estimates

Facility Name	Fitzgerald Salvage and Recycling, Inc.
Facility Address	17115 Fitzgerald Road, Lincoln, DE 19960
Type of Operation	Automotive salvage and scrap recycling facility
Permit Number	DE-ST 000229
Current Closure Cost Estimate	\$10,000.00
Current Post-Closure Cost Estimate	Not Applicable

SCHEDULE B

Property Initially Comprising the Fund

The Fund is initially unfunded. The Fund shall consist of any proceeds deposited into the Fund pursuant to Irrevocable Commercial Letter of Credit No. S-017032 issued by Community Bank Delaware for the benefit of the Delaware Department of Natural Resources and Environmental Control.

EXHIBIT A

Grantor Authorized Signatories

Name	Title	Specimen Signature
Karen L. Fitzgerald	President	<u>Karen Fitzgerald</u>

