Signed Submission Record

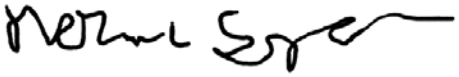
Board of Adjustment Application
Submitted: 08/27/2026 1:41 PM
Submission ID: 300527
Submitted From IP: 73.191.27.112

Requestor Full Name	norman singer
Date of Request	08/27/2026
Mailing Address (City, State, Zip)	135 Chesapeake St., Dewey Beach, DE 19971
Phone	7036254096
Email	[redacted]
Dewey Beach Address	135 Chesapeake St. Dewey Beach, DE 19971
Property Map-Parcel-Unit	3-34-20.09-175.02
Zoning District of Property	Lewes & Rehobeth Hundred, Sussex County, Delaware
Requestor's Interest in Property	Lessee
Type of Request	Appeal Decision of the Building Official
Municipal Code Reference	Code 185-87H(2) Cited by the Town
Provide Details of Your Request	Appeal of decision of 08/17/26 requiring applicant to remove pavers installed in the driveway right of way in 2020 as a penalty for failure of Town to locate 2020 permitting. The cost of removal is estimated at more than $15,000. Other than the above Code provision governing driveway width, no other authority is provided for such action; nor is such a penalty reasonable when the parties have agreed to a $500 fine.
Attach Plot Plan	No File Uploaded
Attach Supporting Document 1	Supplement to Appeal.pdf
Attach Supporting Document 2	No File Uploaded

Signature

I hereby affirm that the information provided in this application, and in all supporting documents submitted with it, is true, complete, and correct to the best of my knowledge. I further affirm that I have included all required application materials and understand that incomplete applications may delay the review process and the scheduling of a public hearing. I understand that acceptance of this application for processing does not constitute approval of the requested relief or any determination by the Board of Adjustment regarding the merits of this application. I further acknowledge that, if deemed complete, a public hearing will be scheduled no sooner than thirty (30) days after the Town's receipt of this application.

Signed by: norman singer



Signed: 08/27/2026 1:41 PM | IP address: 73.191.27.112

	1
Total Due Today	1000.00

August 26, 2026

Members of the Board of Adjustment
Town of Dewey Beach
105 Rodney Ave.
Dewey Beach, DE 19971

Re: APPEAL OF TOWN OF DEWEY AUGUST 17 DECISION

Gentlemen:

The following constitutes a supplement to the Appeal of Norman H. Singer and Sandra K. Singer ("the Singers") to the decision of the Town of Dewey Beach ("the Town") dated August 17, 2026 ("the Decision"). The Decision requires the Singers to remove pavers from the public right of way beyond the driveway entrance consisting of approximately 1000 sq. ft. of pavers. The only authority provided is Dewey Code 185-87H (2), governing the size of driveway entrances. There is no issue here about the Singers driveway entrance. The only claimed basis provided for the removal of the pavers is as a penalty for the Town being unable to locate paperwork for the permit allowing the pavers. The Town claims the reasonable cost of removal and material from the Singers, estimated at more than $15,000, as a fair penalty. No claim is made that the pavers violate a Code provision of the Town; in fact, the Town admits that pavers are pervious and were correctly installed in all respects. In lieu of the pavers, the Town insists that the right of way coverage should be pea gravel paid for by the Singers. Again, no Code provision warranting or mandating pea gravel rather than pavers is cited in the Decision or can be cited because there no Code provision supporting such a preference can be located.

As will be shown herein, the pavers installed by the Singers satisfy all legal requirements. The Town has admitted previously, that if the pavers were removed, the Singers could in fact replace them with other pavers. Thus, this admission not only supports not requiring the removal of the pavers in the first place, but that the Town at one point agreed to the pavers if certain conditions were met.

The History Pre Decision:

The pavers in the driveway entrance were installed in September-October 2020- six (6) years ago. The installation of the Pavers was approved by Dewey Code Enforcement personnel when the pavers were inspected by the Town in 2020. In addition, during the six (6) year period of time, Dewey Code Enforcement employees have driven past the driveway many times on their regular inspections. The Town's Assistant Town Manager (James Dedes) has been physically on

the driveway and observed the pavers at various times, beginning as early as 2021. During the six (6) years, no question was raised by the Town or Mr. Dedes about permitting for the pavers, about the "pervious" nature of the Pavers installed, or the use of pavers in the right of way. During a more than five month period beginning in March, 2026, the Town has intentionally altered its position on three separate occasions, each time raising a new issue to achieve the apparent goal of causing damage to the Singers.

On March 5, 2026, the Town wrote the Singers claiming that the Town could not locate a permit application for installation of the pavers in 2020. The Town then stated that "[i]f no verification exists, the Town requires that **all pavers on your property and Town property be removed.**" The expense of such removal would be borne by the Singers. It is not known what precipitated this letter or the "penalty" asserted solely based on the Town being unable to locate permit documentation.

On June 30, 2026, the Town followed up on the earlier letter, but this time making a new claim: That the Town would not unilaterally remove the pavers on the Singers property "if the driveway entrance improvements you installed are pervious or were permitted by the Town," and if so, the Singers were to present it. On July 29, 2026, the Singers responded to the two claims of no permit and whether the pavers were pervious, explaining in further detail the paperwork confusion on the permit and the requirements of "pervious" on the pavers when they were installed in 2020. As a result, and for the first time, the Town sought the assistance of Coastal Hardscapes, Frankford, Delaware, who had worked on the Singers driveway in the past. On August 8, 2026, a report was filed with the Town by Coastal Hardscapes] on the issue of whether the pavers were pervious or not. The Coastal Hardscapes report concluded that the pavers installed were previous and met all Town Code requirements.

The Town having now been satisfied that the installed pavers were pervious and had been installed in a professional manner and did not violate any Town ordinance, withdrew that claim. Regarding the issue of the lost paperwork for the permit, the Town **set forth** a $500 fine and the issuance of a permit post installation. These conclusions were incorporated in a final decision in the form of a letter dated August 17, 2026. However, the Town now included a third claim for the first time: That because a portion of the pavers covered the public right of way beyond the driveway entrance (between the driveway entrance and the Singers leased land), the pavers were subject to removal and that the cost of removal and material replacement would be assessed against the Singers. No legal authority was provided for the claim of removal of the pavers. In addition, no facts were presented as to how the pavers covering the right of way violated some Code provision or other ordinance prohibition. Moreover, no evidence was presented that pea gravel is in fact a better ground cover than pavers. No such evidence is provided by the Town. Absent the total lack of legal and factual basis, the Decision must be denied enforcement. Further explanation follows.

The Lack of Legal Basis for the Decision: The only authority cited by the Town in support of the Decision is Section 185-87 H. (2). Subsection H. covers Driveways. Subparagraph (2) states "The maximum width of any driveway entrance shall be 20 feet." There is no issue regarding the width of the Singers driveway being under 20 feet. Given the lack of issue over the width of the driveway, it is difficult to understand how that Code provision has anything to do with the legal basis for removing pavers from the right of way. Nor can the driveway entrance provision be used as the basis for selecting pea gravel over pavers as a preferred cover. Any form of gravel will not provide any better ground absorption of rain water than pervious pavers. Thus, it is unknown the purpose of the change since the Town has not stated it. The Town has the legal obligation to support the action it wants to take along with the legal basis. It has failed to do either.

In property law, the land between a driveway entrance and leased land which has been exclusively used as a driveway for access from the street to the leased land is covered by a private easement-a non-possessory legal right to use another's land for a specific purpose. Here, the right of way has been exclusively used as a driveway for 135 Chesapeake St. since at least 1974, more than 52 years, when Rehobeth by the Sea Realty Company first made its lease assignment for the 135 Chesapeake St. land. Since that time, there have been at least seven other lease assignments, all including the same easement over the right of way between the street entrance and the leased land. The easement area was neither owned by the lessee or Rehobeth by the Sea Realty Company, but usable as a driveway under the practical terms of the easement. Thus, covering the driveway with either pavers or pea gravel is neither mandated but is intended to provide security for the driveway. Thus, the Singers interest in protecting the right of way easement was not established by them, but other lessees over the 52 years.

Penalty Claimed: The parties agree that the Pavers installed in the right of way meet the Town's Code definition of "pervious". The parties must also admit that the use of pavers to cover the right of way does not implicate the health, safety and environment of the surrounding neighbors or the community, and if anything, enhances the overall beauty of the area. The Town has not presented any evidence to demonstrate otherwise and the Town has neither the authority or evidence to assert that pavers pose any threat. The Town has agreed to a fine of $500 because it cannot locate the Singers paperwork and the Singers have agreed to the amount of the fine. Thus, the removal of the pavers in fact imposes a significant additional penalty on the Singers based on the whim of the Town and based solely on the missing permit paperwork. The Town, however is of a different mindset. It believes that an "appropriate" and "reasonable" penalty, even though not authorized by the Town Code is: (1) remove the pavers at the driveway entrance to the leased land requiring taking up at least 1000 pavers and disposing them; and (2) require the re-installation of pea gravel at the Singers cost. The Singers will present testimony that the cost involved for this "remedy" will exceed at least $15,000. Such a draconian penalty without realistic basis has no legal or factual support. The history of remedies associated with Town ordinance violations speak for themselves: For failure to obtain a permit in 1983, a fine of not less than $25 or more than $100 (Ordinance No. 41); in 1990, a fine of $50 or more than $100 (Ordinance No. 175); in 1997, a fine

of $75 but not more than $100 (Ordinance No. 305). Moreover, unless the construction impacted safety, health, welfare or environment, there is no a requirement or option to destroy the improvement as a penalty. No Ordinance provides that authority.

Conclusion: In the final analysis, what is at issue in this appeal is the right of Town to penalize for failure to obtain a permit to allow construction of a non-life threatening, non-safety issue, non-environmental issue when completed. Even if the Board believes that the Town was somehow justified in how it treated the Singers, it cannot and should not support the remedy claimed by the Town at the cost to the Singers in the amounts the Singers will present. It is generally said that the penalty should fit the crime. The "crime" here includes no ill motive or attempt to hurt the Town. All it includes is an attempt to improve the Town. The penalty associated with that cannot include destroying the Singers driveway, at their expense, without legal or factual authority. Any more sends a message that residents of Dewey Beach are not served by its employees.

The Decision of August 17, 2026 regarding the removal of pavers in the right of way to be replaced by gravel should be denied.

Norman H. Singer, Esq., Pro Se, and on behalf of Sandra K. Singer