From David Jasinski, Property Owner: 133 Chesapeake St, Dewey Beach DE

Board of Adjustment Members:

I support the Town's position requiring Norman and Sandra Singer to remove the unpermitted pavers installed in the public right-of-way on Chesapeake Street directly in front of my property at 133 Chesapeake Street (See photo, exhibit 6). The Town is not asking the Singers to remove pavers on their own property or in front of their own frontage. The Singers' appeal relies on inaccurate claims regarding permits, easements, and penalties, while their unauthorized installation directly obstructs my property access and exacerbates harmful stormwater runoff into Lake Comegys.

Key Issues & Arguments

1. Street Frontage and Misplaced Driveway

- Direct Access Exists: Chesapeake Street extends fully along the southern frontage of both properties. The Singers' property (135 Chesapeake) has over 60 feet of frontage, while my property (133 Chesapeake) has 45 feet. (See Survey Exhibit 1)
- Unpaved Character: Like neighboring Jersey and Carolina Streets, Chesapeake Street is unpaved west of Bayard Avenue, consisting primarily of a mix of pea gravel and grass. (Exhibit 2,3,5)
- Violation of Code Alignment: Town Code Section 158-5 permits a 20-foot driveway to extend immediately southward from the Singers' property directly into the right-of-way. Instead, the Singers unilaterally constructed a paved driveway extending southeast across *neighboring* property frontage.
- Dangerous Precedent: If the Singers' logic were allowed, any property owner on similar unpaved streets (e.g., at 203 Jersey Street) could pave the public right-of-way across neighboring frontages all the way to Bayard Avenue, destroying neighbor access.
- No property owner has ever been allowed to install pavers across their neighbors frontage. The Singers' driveway is in front of their own property NOT 133 Chesapeake St.

2. Lack of Credibility Regarding Permits and Approvals

- Contradictory Statements on Permits: The Singers claim in their BOA appeal that the pavers were "approved by Dewey Code Enforcement personnel" in 2020 or that the Town lost paperwork. However, in Chancery Court Case 2023-0620 BWD (Defendants' Response to Plaintiff's Interrogatories, Oct 2024 (See separate attachment in this email)), the Singers admitted under oath that their contractor informed them *no permit was required*. (See Question 22 page 16)
- Unlicensed Contractor: The installation contractor, Silvano Romero Inc. (at a sworn total cost of $20,000), was not licensed by Dewey Beach at the time and lacked knowledge of local permitting requirements. (See Question 15, page 12,13)
- Baseless Claims of "Penalty" and Costs: Removing the unauthorized portion is not a "penalty," but a mandatory correction for an installation that never would have been approved originally. Furthermore, their claim that removing a minority portion of the pavers will cost $15,000 lacks credibility given their original total project cost of $20,000. Their own exhibit 8 shows a cost of $4,000 to remove the pavers, excavate and replace with dirt.
- No Private Easement: The area in question is public Chesapeake Street, not a private easement created for the Singers' exclusive use. The area is not the Singers' driveway.

3. Impact on Property Rights and Access

- Obstruction: The unauthorized pavers and the Singers' private vehicle parking on them (Photo, exhibit 4, 6) obstruct approximately half of my property frontage, impairing my current and future access, use, and egress.
- Distinction of Rights: While the public (including the Singers) retains the right to *egress* across the public right-of-way, they have no right to unilaterally pave it or convert public space into a private driveway / parking area that harms neighbors.

4. Environmental and Stormwater Runoff Concerns

- The appeal at hand is not to make a determination on permeability, but I am making the BOA aware of a potential future issue and appeal possibility.
- Permeability Violations: The pavers were not installed in the manner the town always requires of residents seeking paver installation. The new Coastal Hardscapes quote obtained by the Singers (Applicant Exhibit 8 "Permeable Interlocking Paver Driveway - $19,000") for a permeable driveway pavers actually reflects the towns requirements placed upon all residents for paved driveway surfaces. However, the letter to the town from the same vendor assessing the actual pavers installed, describes a different far less permeable method of paver installation(Applicant Exhibit 6). This letter clearly shows the pavers that were installed have a far reduced standard of permeability in terms of the base used, the gaps maintained, and no joint separation and permeable fill. Why is the town allowing the Singers a reduced permeability standard?
- Lake Comegys Impact: The site sits immediately adjacent to Lake Comegys. The town-sponsored Lakes Management Plan and Army Corps of Engineers guidelines (see link in Appendix) mandate the reduction of untreated stormwater runoff to protect water quality. Recent costly dredging of Lake Comegys was driven directly by runoff and algae buildup from non-permeable surfaces in the watershed. Unpermitted paving in public spaces directly violates these environmental protections.
- If a permit is issued maintaining the Singers' right to this less permeable paved surface in front of my home, the right to appeal the entire project for not meeting the towns permeability standards exists.

5. Financial Hardship / Penalty

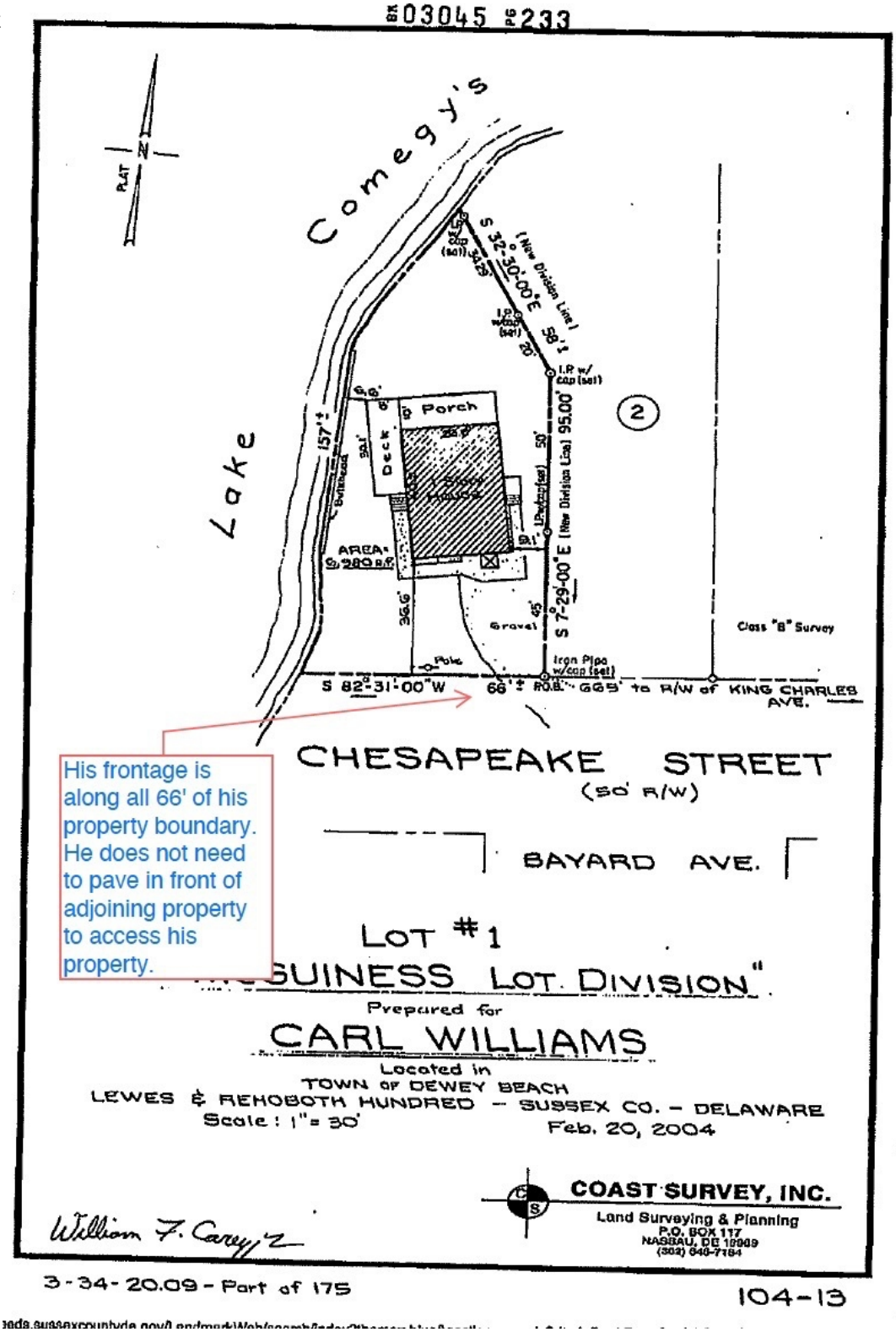
- The Singers claim the request to remove the pavers represent an unfair financial hardship, but the real issue is the Singers deliberately avoided obtaining a permit to install these pavers without permission not only on their land, but my land, and the town right-of-way in front of my home. They arranged this when I was living in Dewey full time, but had to leave town. I don't believe this timing was accidental.
- This follows a similar pattern where the Singers tried to install an unpermitted fence within a conservation easement. Another incident where they tried to remove multiple trees on their property in violation of the tree ordinance shortly after moving in. Both of these actions were stopped by the town.
- Had the Singers not tried to circumvent the zoning code and neighboring property rights they would not be facing this expense.

Conclusion

The Singers have direct frontage and access to Chesapeake Street from their own lot without needing to encroach on neighboring property. Because their installation was unpermitted, violates code placement rules, blocks my property access, and threatens local water quality, the Town's requirement to remove the unauthorized pavers must be upheld.

(Note: Supporting exhibits—including property surveys, Sussex County maps, street photos of unpaved roads, and references to Chancery Case 2023-0620 BWD and the Lake Comegys Management Plan—are documented in the exhibits below).

Exhibit 1, Survey



His frontage is along all 66' of his property boundary. He does not need to pave in front of adjoining property to access his property.

Showing Singer Street Frontage Along Border With Chesapeake St.

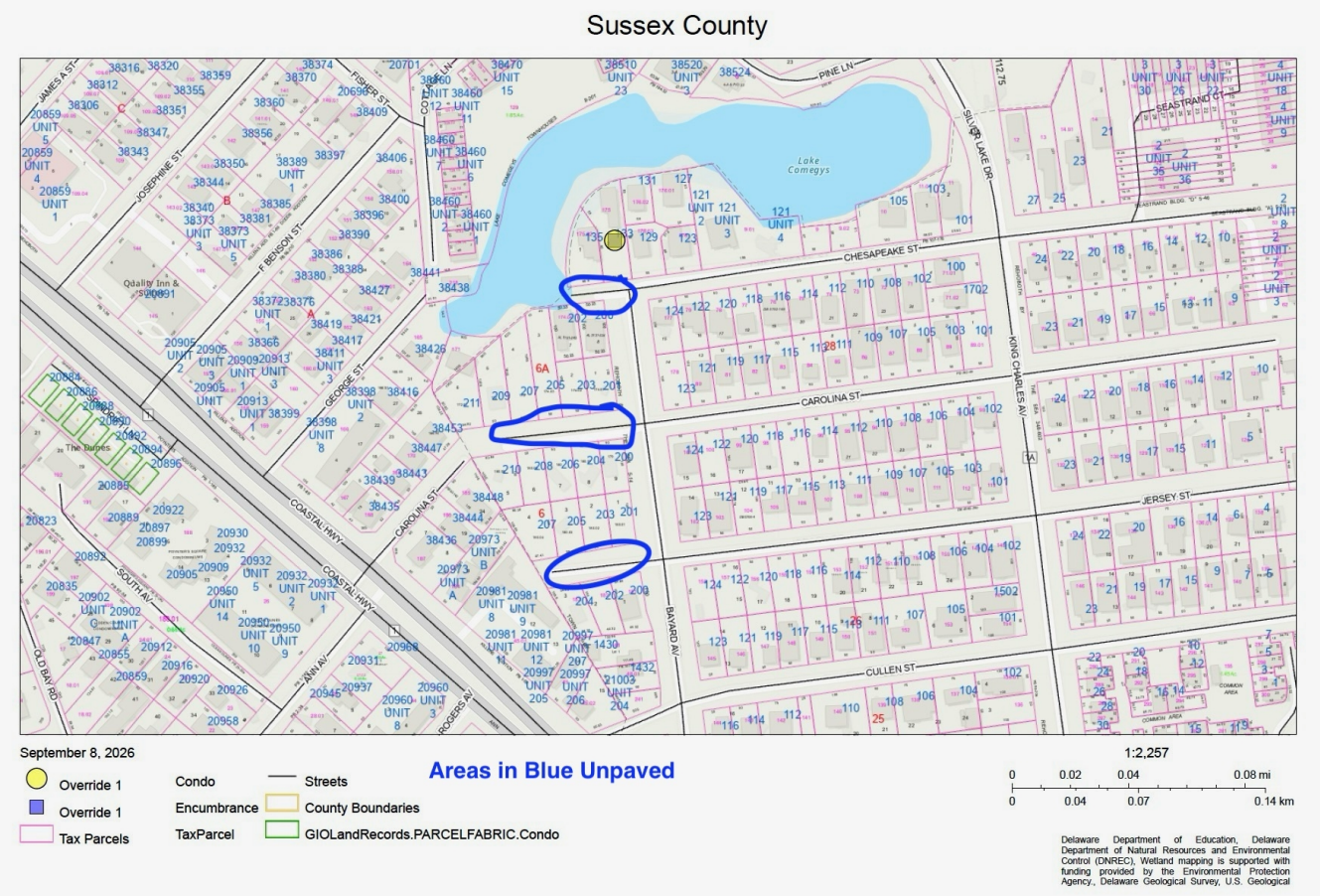


Exhibit 2 (Above), Sussex County Map Showing Chesapeake, Carolina, and Jersey St 3rd blocks (all unpaved)



Exhibit 3 (Above). Street Scene at Jersey St (unpaved similar to Chesapeake St). Does the property owner at 203 Jersey have the right to pave the street in front of 200 and 201 Jersey?

Exhibit 4 (Below). Singer pavers which they use as private parking are in front of neighboring property 133 Chesapeake St. It limits use and access to my property.





Exhibit 5.(Above) Photo showing the previous pea gravel surface in the public right-of-way as it was prior to 2020.

Exhibit 6.(Below) Photo showing the pavers as presently installed. The small fence and flag depicts the front property boundary of 133 and 135 Chesapeake St.



References:
DNREC Transcript where Mr. Singer presented a survey in April 2020 (prior to paver installation) showing 5.9' encroachment into neighboring property as well as continuous street frontage along unpaved Chesapeake St for the Singers entire frontage.

https://dnrec.delaware.gov/events/public-hearing-norman-singer-subaqueous-lands-permit/
https://documents.dnrec.delaware.gov/Admin/Documents/dnrec-hearings/2021-P-W-0012/exhibits/Singer-Application.pdf

Lakes Management Plan for Silver Lake and Lake Comegys
https://usace.contentdm.oclc.org/digital/collection/p16021coll7/id/25101/

Separate Attachment to this email:
Chancery Case 2023-0620 BWD, "defendants response to plaintiff's interrogatories".

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

DAVID A. JASINSKI,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No. 2023-0630 BWD**
	)	
	)	
	)	
NORMAN H. SINGER and SANDRA K. SINGER,	)	
	)	
	)	
Defendants.	)	
	)	

DEFENDANTS' RESPONSE TO PLAINTIFF'S INTERROGATORIES DIRECTED TO DEFENDANTS

Pursuant to the Rules of Court, defendants, Norman H. Singer and Sandra K. Singer ("defendants"), by their undersigned attorneys, hereby provide responses to plaintiff's Interrogatories ("the Interrogatories") directed to defendants:

GENERAL OBJECTIONS

1. Defendants object to the Interrogatories to the extent they are vague, ambiguous, overly broad, unduly burdensome, oppressive, and/or seek information not relevant or reasonably calculated to lead to the discovery of admissible evidence.

2. Defendants object to the Interrogatories to the extent that they seek to impose obligations on defendants beyond those required by the Rules of the Court.

3. Defendants object to the Interrogatories to the extent that they seek information protected by the attorney-client privilege and/or the attorney work product doctrine.

4. Defendants object to the Interrogatories to the extent the discovery has been previously produced, is in the possession of plaintiff or available to him. Defendants object to re-stating or re-producing such discovery.

5. Defendants object to certain Definitions set forth in the Interrogatories to the extent that such definitions violate the requirements of the Rules of Court.

6. Subject to and without waiving the foregoing objections, defendants provide the following:

STATEMENT OF RESPONSE TO PLAINTIFF'S INTERROGATORIES

1. Identify all individuals known to you to have, or claim to have, knowledge concerning the matters alleged in the pleadings.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to such objections, and that discovery is ongoing, defendants state the following as of the date of these answers:

Plaintiff; defendants; Katherine W. Williams, Rehoboth Beach, DE; Bradley A. Absher, True North Surveys, 118 Atlantic Avenue, Suite 202, Ocean View, DE 19970; Coast Survey, Inc. Nassau, DE 19968; Charles E. Adams, Jr., Karins & Associates, 128 West Market Street, Georgetown, DE 19947; Foresight Services, LLC, 2103A Coastal Highway, Dewey Beach, DE 19971; Rehoboth By The Sea Realty Company, 2400 Coastal Highway, Dewey Beach, DE 19971.

2. For each person identified in your response to Interrogatory No. 1, describe the substance of such person's knowledge.

ANSWER: Defendants incorporate the previously stated General Objections. Defendants also object to providing the person's knowledge in that such request seeks information unknown to defendants. Defendants can only state the knowledge provided to them, if any, rather than all of the person's knowledge. Subject to those objections, defendants can state the following and as of the date of these answers:

Plaintiff has knowledge of all the allegations of the Complaint and his answers to interrogatories. He also has knowledge and has admitted that he took no action regarding the claimed encroachment in the adjoining driveway to his leased property during the period 2004 to at least 2021; that he had no knowledge of the claimed encroachment in the adjacent driveway June, 2021;

that he has no knowledge of how long the railroad ties dividing Lot 1 and 2 on the southeastern portion of the driveways had existed before he accepted his assignment of lease in 2004; that he has no knowledge of who installed the railroad ties; that he mentioned the claimed encroachment to Kathleen Williams in 2008 but took no action to determine anything about the encroachment or whether in fact there was an encroachment; other matters testified to in answers to interrogatories; Defendants have knowledge of their defenses asserted in the case and others that will be presented at trial; they have knowledge that the installation of the pavers was well within the boundaries of the existing gravel driveway of Lot 1 and did not interfere with plaintiff's established driveway boundary; they have knowledge of the location and size of the claimed encroachment; they have knowledge that they were unaware of any claimed encroachment at the time they accepted the assignment of lease for Lot 1 and did not learn of any claim until June, 2021 when plaintiff first asserted it to them; they have knowledge of the answers to interrogatories; Kathleen Williams has knowledge of the gravel driveway she used during the period of time she lived in the house on Lot 1, that plaintiff never objected or claimed that her gravel driveway was in any manner encroaching on Lot 2 Bradley Absher has knowledge of the boundary survey he performed in 2019; Coast Survey has knowledge of the boundary survey it performed in 2004; Charles R.

Adams has knowledge of the boundary survey he performed in February, 2021; Foresight Services has knowledge of a partial boundary survey it performed in 2024; Rehoboth By The Sea Realty has knowledge of the ownership history of Lots 1 and 2 and various assignments of leases for those Lots during the ownership history and prior thereto.

3. Identify all individuals who have been contacted, interviewed, or interrogated by you or on your behalf, either before or after the commencement of this action, concerning facts alleged in the pleadings and the subject of this action, other than those individuals listed in the previous interrogatory, and as to each state the following:

(a) The nature of the contact, interview or interrogation;

(b) The date thereof;

(c) The names and addresses of the persons making the contact, or conducting the interview or interrogation;

(d) The subject matter of the contact, interview, or interrogation;

(e) Whether it was recorded in any manner, and if so, what form;

(f) If recorded in any manner, the method of recordation (i.e. written, taped, etc.) and the name and address of each person who has possession of the original and all copies thereof;

(g) If oral, the name and address of each person present at the time of the contact, interview or interrogation.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to those objections, defendants can state the following:

Only those individuals listed in the previous interrogatory.

4. With reference to any report, memorandum, or resume prepared or received by you or anyone acting on your behalf pertaining to any of the facts alleged or referred to in the pleadings, give the date of each such matter and writing, and as to each, state the following:

(a) The name and address of the person or persons who prepared such writing, and the name, address and identity of the employer of such person or persons;

(b) Whether such writing was prepared by you on your behalf;

(c)The number of pages of such writing;

(d) A general description of such matter and writing;

(e) Whether such writing was prepared under the supervisions of, or pursuant to, the instructions of your attorney, and if so, the name and address of that attorney;

(f) The name and last known addresses of all persons who have possession of the original and copies of such matter in writing.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to the General Objections, defendants can state the following:

No such documents as described have been received by defendants.

5. State the name and address of every expert retained or employed by you in anticipation of this litigation or preparation for trial, whether or not you expect to call that person as a witness at trial, and as to each, state the following:

(a) The dates of initial employment;

(b) Whether any reports, letters or other writings were prepared by such persons, and if so (1) a brief description thereof; (2) the date and dates thereof; (3) the names and addresses of all persons having possession of the original or copies thereof;

(c) Whether such expert also rendered any service in connection with any aspect of the subject matter involved in this litigation, other than in anticipation of litigation or preparation for trial.

ANSWER: Defendants have not retained any expert to date and will comply with the Rules of the Court when such expert is retained.

6. With reference to any expert you expect to call to testify as witness at trial, state the name and address of such expert, and as to each, state the following:

(a) The subject matter on which the expert is expected to testify;

(b) The substance of the facts and opinions to which the expert is expected to testify;

(c) The summary of the grounds for each such opinion;

(d) The nature and extent of the qualifications of such expert, giving educational degrees conferred and the dates thereof, specifying schools or institutions which were attended and giving dates thereof, employment experience, any authorized articles published, and membership in any professional societies or boards.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to such objections, defendants state that they have not retained as of the date of these answers an expert that will be called at the trial of this case and when required to do so pursuant to the Rules of the Court, will make the required disclosures.

See also answer to Interrogatory No. 5.

7. Identify each person whom you expect to call as a fact witness in any trial or hearing in this case.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to such objections, defendants state that they have not determined the fact witnesses they will call at the trial of this case and when disclosure under the Rules of the Court is required, they will make the required disclosures.

8. As to each person whom you expect to call as a fact witness in any trial or hearing in this case, state:

(a) The subject matter on which you expect such person to testify;

(b) The substance of the testimony; and

(c) The basis for the testimony.

ANSWER: Please refer to defendants' answer to Interrogatory No. 7.

9. If you obtained a title search or examination when you accepted the assignment of 135 Chesapeake Street, Dewey Beach, DE identify the following:

(a) Who performed the title search of examination;

(b) Whether or not you reviewed the title search prior to closing;

(c) All individuals who reviewed the title search or examination prior to closing;

(d) All individuals who currently possess the original or a copy of the title search or examination.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to such General Objections, defendants have no knowledge whether a title search or examination was performed at the time they accepted the lease assignment for 135 Chesapeake Street, Dewey Beach, DE.

10. If you obtained a title insurance policy when you accepted the assignment of 135 Chesapeake Drive, Dewey Beach, identify the following:

(a) What company provided the title insurance;

(b) Whether or not you received a title insurance commitment or policy before or after closing;

(c) All individuals who reviewed the title commitment or insurance before or after closing;

(d) All individuals who currently possess the original or a copy of the title insurance policy.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to such Objections, defendants did not receive a title insurance policy for 135 Chesapeake Drive, Dewey Beach, DE.

11. As to the True North survey attached as Exhibit C to the Complaint, identify the following:

(a) When you first observed the True North survey;

(b) The circumstances under which you received the True North survey;

(c) Whether or not you shared the matter of the encroachment shown on the True North survey with anyone, and if so, with whom.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to such Objections, defendants state they first observed the True North survey when they were served with a copy of the Complaint. Defendants did not share the survey with anyone.

12. As to the Karins and Associates survey attached as Exhibit B to the Complaint, identify the following:

(a) When you first observed the Karins and Associates survey;

(b) The circumstances under which you received the Karins and Associates survey;

(c) Whether or not you shared the matter of the encroachment shown on the Karins and Associates survey with anyone, and if so, with whom.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to such Objections, defendants can state that they first observed the Karins and Associates survey in mid-February, 2021. The survey was obtained at the request of DNREC regarding defendants' application for a permit to install a floating dock. The survey was not shared by defendants with anyone except DNREC representatives.

13. Do you acknowledge receiving a letter from David Jasinski in June, 2021 addressing your installation of pavers?

ANSWERS: Defendants incorporate the previously stated General Objections. Subject to such Objections, defendants state they neither received any letter from plaintiff in June 2021 nor any letter addressing installation of pavers. Defendants did receive a handwritten note from plaintiff claiming defendants were encroaching on his property.

14. Did you respond to the letter from David Jasinski?

ANSWER: Defendants incorporate the previously stated General Objections. Subject to such Objections, defendants state that they responded to the note.

15. As to your installation of driveway pavers in 2020, identify the following:

(a) Who installed the pavers;

(b) When the installation commenced and when it was completed;

(c) The cost of the installation;

(d) Whether the individual or individuals installing the pavers were provided with any surveys to identify the property lines;

(e) How the installers of the pavers were aware of the area in which installation should occur.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to those Objections, defendants state:

(a) Silvano Romero, Inc.;

(b) Approximately October- November, 2020;

(c) $20,000;

(d) Defendants were not in possession of any boundary survey or other survey. Such a survey was not necessary, however, in that the outlines and boundary of the existing gravel driveway in the southeastern portion between Lots 1 and 2 were well defined by railroad ties installed by plaintiff as well as plantings plaintiff had made to further mark the boundary. The pavers were installed well inside that gravel driveway outline.

(e) See answer to Interrogatory 15(d).

16. State in detail the basis for your denial of Paragraph 13 of the Complaint.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to such Objections, defendants state plaintiff is not entitled to the encroached area in defendants' driveway as a matter of various legal principles which are not required to be provided since expressing legal principles constitutes attorney work product and is also not the proper subject of discovery. Moreover, plaintiff's conduct over the years including, but not

limited to, his own conduct in agreeing to allow continued and uninterrupted use of the historically configured driveway on Lot 1 without objection from 2004 to at least June, 2021, as well as either placing boundary markers or consenting to the establishment of boundary markers to establish such configuration all establish defendants entitlement to the claimed encroached area, which had been established before 2004.

17. State in detail the basis for your denial of Paragraph 14 of the Complaint.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to such Objections, defendants state that they had no knowledge of any claimed encroachment until plaintiff's note and when they were served with plaintiff's complaint. The Karins and Associates survey which defendants obtained in mid-February 2021 did not depict any encroachment; no encroachment was stated as such on the survey or defined as such.

18. State in detail the basis for your denial of Paragraph 17 of the Complaint.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to such Objections, defendants state there is no evidence

that defendants "increased their encroachment by installing pavers" as previously explained in these Responses to Interrogatories. Plaintiff's claim that defendants have "blocked Plaintiff's access" is false and demonstrates that plaintiff has no knowledge of where the encroachment is and its size.

19. State in detail the legal and factual basis for each of your Affirmative Defenses.

ANSWER: Defendants incorporate the previously stated General Objections. Specifically, the factual basis of each Affirmative Defense is set forth in these answers to interrogatories, in plaintiff's answers to interrogatories, in the documents previously identified by both plaintiff and defendants, and other facts that will be developed during discovery in this case. The legal basis of each of the Affirmative Defenses constitutes attorney work product and is not the proper subject of discovery.

20. State the factual and legal basis upon which you claim the right to possess or utilize the encroachment area shown on the Karins survey and represented to be 5.9' on the True North survey.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to the Objections, see answer to interrogatory No. 19.

21. Identify all communications with any individuals associated with Rehoboth By The Sea Realty in connection with issues raised in this lawsuit.

ANSWER: None.

22. Identify all building permits that you obtained when you installed the pavers at issue.

ANSWER: Defendants incorporate the previously stated General Objections. Subject to such Objections, defendants state that their contractor looked into whether a permit was required for the installation of pavers and was told no permit was required.

23. If you did not obtain building permits for the pavers, state in detail the basis for not doing so.

ANSWER: Please see defendants' response to Interrogatory No. 22.

24. Identify all communications with any individual or organization that leased the property at 135 Chesapeake Drive, Dewey Beach, before you.

ANSWER: Defendants never leased property at 135 Chesapeake Drive, Dewey Beach and have no knowledge of any individual or organization that leased such property at that address.

25. To the extent that any of your responses to Plaintiff's Request for Admissions served July 31, 2024 were anything other than a simple admission or denial, state in detail the basis for the answer.

ANSWER: Defendants have responded to Plaintiff's Request for Admissions served July 31, 2024 and are not required pursuant to the Rules of the Court to respond more than once. Also see General Objections previously stated.

26. Identify all individuals who assisted in the preparation of Answers to Interrogatories and Responses to Request for Admissions.

ANSWER: Defendants.

Respectfully,

Dated: October 1, 2024

Wolfe & Associates LLC

/s/ Joel W. Collins
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