

MEMORANDUM

TO: Bristol Planning Board
FROM: Alfred R. Rego, Jr, Esq.
DATE: October 2, 2025

TOWN OF BRISTOL
COMMUNITY DEV.

2025 OCT -2 PM 12:47

SUBJECT: Overview of Bristol Zoning and Adaptive Reuse Provisions
18 Burnside Street- 1 Resolute Lane

This memorandum summarizes recent updates to Rhode Island zoning laws that promote adaptive reuse of non-residential structures—including those in industrial districts—for residential development. Our proposal complies with these updated provisions, as detailed below.

Permitted Use

Adaptive residential reuse is now allowed in all zoning districts, including industrial zones, provided specific conditions are satisfied. This permits the conversion of former industrial structures into residential use, unless barred by documented health or safety concerns.

Eligibility and Density Requirements

At least 50% of a building's gross floor area must be converted to residential use - our proposal dedicates 100% of the floor area at the subject properties for residential and parking use. Specifically, we propose five (5) residential units at 18 Burnside Street and two (2) residential units at 1 Resolute Lane, supported by 14 indoor parking spaces.

Vacancy Requirement

Industrial or manufacturing buildings must be inactive for at least one year prior to application.

At the prior hearing, Halsey Herreshoff testified—and submitted an affidavit—that the property has not been used for active industry, other than limited storage and nonconforming housing. Accordingly, the site is no longer classified as an active industrial use.

Health, Safety, and Environmental Compliance

The Properties are not subject to environmental land use restrictions that prohibit residential conversion. All applicable public health and safety standards will be met as the adaptive reuse will require extensive renovation.

Updated utility connections (electric, water, sewer, etc.) are included to serve 18 Burnside Street and 1 Resolute Lane, with service connections proposed along Burnside Street.

Dimensional and Parking Standards

Existing building setbacks and heights are recognized as legally nonconforming. One (1) parking space per dwelling unit is required. For this project, 7 spaces are required, and 7 additional indoor spaces are being provided, for a total of 14 indoor parking spaces.

Existing paved areas are to be resurfaced with porous clam shell material.

Minimal landscaping is proposed. Two existing shrubs along the west side of the buildings are to remain.

Attached hereto please find:

Existing and Proposed plans
Proposed Floor Plans
Draft of Easement

Easement for Access and Parking

KNOW ALL MEN BY THESE PRESENTS, that Herreshoff Marine Museum (Grantor) for good and valuable consideration paid, grant to John J. Marshall and his successors and assigns (Grantee), a non-exclusive access and parking easement for the purpose of vehicular and pedestrian ingress and egress over, across, and through the real property described in Exhibit A, subject to the terms and conditions specified herein.

The Access and Parking Easement Areas are located on a parcel of land in Bristol, Rhode Island, measuring approximately seventy (70) feet by two hundred thirty-three and 08/100 (233.08) feet along a radius turn. These areas are situated on the southerly portion of Bristol Tax Assessor's Lots 19 and 21 on Plat 16 and are more particularly shown and described as follows:

Proposed Access Easement: approximately 3,241 square feet.

Proposed Parking Easement: approximately 3,955 square feet.

Both areas are further described in "Exhibit A" attached hereto and incorporated by reference.

The Easements are granted for the following purposes:

1. To allow vehicular and pedestrian access for ingress and egress to and from the parking garage.
2. To permit the placement and maintenance of a trash container for Grantors exclusive use, within the designated easement area, provided such placement does not obstruct vehicular or pedestrian access.
3. To provide additional non-exclusive parking for patrons and guests of the Grantee, as well as for the Grantee, its agents, and assigns.
4. To permit waste removal services with unrestricted access to the trash container for collection and servicing, for the benefit of the Grantee.

Parking within the Access Easement Area is strictly prohibited.

Maintenance, repair, and upkeep of the Easements shall be as agreed upon by the parties or as required to maintain unobstructed access, unless otherwise specified.

Maintenance and upkeep of the trash container and any related enclosure structures shall be the sole responsibility of the Grantee, its agents, and/or assigns.

These Easements shall be appurtenant to the land and shall run with the land in perpetuity. Any modification of the terms and conditions of these Easements must be made by written instrument executed and recorded by both parties.

These Easements shall be governed and construed in accordance with the laws of the State of Rhode Island.

IN WITNESS WHEREOF, Grantor has duly executed this document on the date first above written.

Herreshoff Marine Museum

By _____

STATE OF RHODE ISLAND
COUNTY OF BRISTOL

In the Town/City of Bristol on the ____ day of _____, 2025, before me personally appeared _____, the _____ of Herreshoff Marine Museum, to me known and known by me or proved to me through satisfactory evidence to be the party executing the foregoing instrument on behalf of said corporation and acknowledged that he/she executed said instrument with proper authority for the purposes stated therein as his/her/their free act and deed in said capacity and the free act and deed of said corporation.

Notary Public

BURNSIDE STREET

