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From: Patrick J. Dougherty <pjdoughertylaw@verizon.net>
Sent: Monday, March 15, 2021 5:02 PM
To: Jessica Spence <jspence@southkingstownri.com>; jfk@kenyonlawyers.com
Cc: marshfeldman@cox.net
Subject: [EXTERNAL] 15 Tomahawk Trail Parmentier

Dear Sir/Madam:

Attached please find a detailed explanation of objections of my clients, Marshall Feldman and Karla Steele who reside at 5 Tomahawk Trail.

I am counsel to the above named parties and will be representing them on Wednesday at the hearing of the Zoning Board of Review.

I have cc'ed the applicant's counsel, John Kenyon, Esquire to ensure he has received this contemporaneously with its submission to the zoning board.

If you have any questions, please contact me via email or through my mobile telephone number listed below.

Thank you,

Patrick

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Statement Opposing Dimensional Variance at 15 Tomahawk Trail South

This statement opposes the Application for a Dimensional Variance primarily because it: (1) violates Article 2 of the Zoning Ordinance, especially §204.C (moving or relocation) and §204.D (addition and enlargement), (2) does not comply with §208 (front setback of 35'), (3) does not comply with §503.1 (no accessory structures in front yards) of the Ordinance, and (4) fails to meet any applicable Zoning Board of Review standards for relief in §907.A.1 of the Ordinance.

1 Overview and Background

Last summer this Applicant applied for a similar variance but withdrew it the night of the scheduled hearing. Now he is represented by counsel and applying again. This version of his Application differs somewhat from the earlier one and makes several unsubstantiated allegations. For the sake of clarity and brevity, Sections 1 through 4 of this Statement counter the Application by referencing the Zoning Ordinance without challenging the Applicant's allegations. Section 5 directly addresses these allegations and the Applicant's arguments.

The Application concerns a lot in a R20 zone and proposes to construct a 10' x 14' shed (Shed 3) located in the property's front yard, 19.1 feet from the front yard line. Ordinarily this is forbidden because Zoning Ordinance §208 (Table A) requires a 35' front setback and §503.1 prohibits accessory structures in front yards. Also, Ordinance §907.A.1 mandates evidentiary requirements that must be met for the Zoning Board of Review to grant a variance. The Applicant is seeking relief from §208, §503.1, and §907.

Two sheds are currently located on the subject property, both near its southern boundary, the left, side yard line of the lot. One shed (Shed 1) is located to the rear of the existing house and to its west; the other (Shed 2), on the house's south side. If granted the variance, the Applicant may be planning to remove Shed 2 (see 5.4 below).

2 Nonconformance and Violations of Article 2

Article 2 of the Zoning Ordinance defines "nonconformances" and rights associated with it, mainly less restrictive regulations and not conforming to the Ordinance. More succinctly defined in Article 12, a "nonconformance" is:

> a building, structure, or parcel of land, or use thereof, lawfully existing at the time of the adoption or amendment of a zoning ordinance and not in conformity with the provisions of such ordinance or amendment.

Notice three things. First, the code protects existing structures and parcels from *ex post facto* regulations that would otherwise make them unlawful. Second, to qualify an entity must also be *lawful* before the new regulations go into effect. In other words, Article 2 "grandfathers" structures and parcels that were *lawful* at the time they were established but do not conform to subsequent, and therefore unforeseeable, restrictions. Third, the

definition applies separately to buildings, structures, and land; e.g., if a lot is nonconforming, structures on it are not necessarily nonconforming too.

Because Application Item 10 requests dimensional relief, §200's definition of "nonconforming by dimension," as any "building, structure, or parcel of land not in compliance with the dimensional regulations …," is pertinent. §200 also limits nonconformance status: any parcel or structure "not *lawfully established at the time* of the adoption or amendment of this zoning ordinance, is *not protected by this article* (emphasis added)." Then it is more specific: "A nonconforming building, structure, sign, or parcel of land or the use thereof, which exists *by virtue of having received a variance* … granted by the zoning board, shall *not be considered a nonconformance* for the purpose of this article, and *shall not acquire any rights under this article* (emphasis added)."

2.1 Violation of Zoning Ordinance §204.C (Moving nonconforming structures)

The Ordinance §204.C imposes strict limits on moving structures that are nonconforming by dimension. Any structure "nonconforming by dimension shall not be moved in whole or in part to any other location on the lot … unless *every* portion of [it] … is made to conform to *all* of the dimensional requirements … (emphasis added)."

The original Application proposed *moving* Shed 2 from the house's side to its front. If Shed 2 was in its current location when it satisfied §200's definition of a "nonconforming structure," then moving it to another location where it does not conform to one or more dimensional requirement would have violated §204.C.

The current Application uses "move" and "remove" interchangeably (see 5.4 below), but assume its assertion that "the Applicant is proposing to remove the second shed [Shed 2] and replace it with a new shed" is accurate. Furthermore, assume Shed 2 is genuinely nonconforming according to §200. For practical purposes, replacing a shed in one location with another in a different location amounts to moving the original shed functionally, if not physically. This alone should make the proposal subject to §204.C's stringent requirements on structures "moved in whole or *in part* (emphasis added)." Certainly "removing" Shed 2 and "replacing" it with a different shed elsewhere on the property without meeting §204.C's requirements runs counter to the Ordinance's intent for §204.C and may be a deliberate strategy to evade §204.C.

2.2 Violation of Zoning Ordinance §204.D (Addition and Enlargement)

§204.D reads:

> A building or structure nonconforming by dimension may be added to or enlarged, including vertically, only if both the building footprint and the building envelope of such addition or enlargement conform to *all of the dimensional regulations* in the zone in which the building or structure is located. (emphasis added)

Here is the same issue as for §204.C. If replacing a shed in one location with another in a different location amounts to moving the original shed functionally, then because the replacement shed enlarges the original by 50%, it would be subject to §204.D. Again, if the

Applicant proposed just to move Shed 2 to the new location, there would be no question that §204.D must be satisfied.

If *replacing* Shed 2 with a new one at a different location is not considered moving the shed, this could evade §204.D. But then, the new Shed could not be nonconforming, and it would not qualify for nonconformance rights. One would then have to ask what sense it makes for Scenario (1) – a nonconforming shed is moved and then enlarged – to trigger one set of regulations, while Scenario (2) – the same original shed is replaced by a larger one identical in location and size as the enlarged one in Scenario 1 – and although the new shed does not qualify as nonconforming, this triggers a *different, more permissive* set of regulations? Simply put, it makes no sense to treat the two scenarios differently.

2.3 Non-compliance with Zoning Ordinance §208

The Applicant recognizes that if the lot is lawfully nonconforming, §208 (Table A) of the Ordinance requires a 35' front yard setback, as this is the focus of the requested variance. Applicant also *implies*, but neither explicitly states nor proves, the existing Shed 2 is nonconforming according to §200 and therefore subject to §208 (Table B), which requires a 6' side setback.

Applicant's proposed Shed 3, located in the front yard, would require relief from §208's 35' front setback requirement, which applies whether or not the lot actually is lawfully nonconforming because §401 requires all lots with only one household in R20 zones to have 35' front setbacks.

It is worth noting that side setbacks are an entirely different matter. Unless a lot is lawfully nonconforming, §401 requires a 15' side setback for R20. Therefore, assuming the lot itself is nonconforming, §208 (Table B) is *already giving the Applicant relief by reducing the required side setback to 6'*.

Furthermore, the status of existing Shed 2 is questionable. Applicant neither explicitly claims nor demonstrates that existing Shed 2 is itself nonconforming per §200. As discussed above, the Ordinance's definition of *"nonconformance" covers lots and structures separately*. Therefore, *unless it is itself lawfully nonconforming or was granted a variance, existing Shed 2 is illegal* because it is only "a couple of feet" from the side yard line.

Inspection of the submitted site plan reveals that Shed 1 is roughly the same distance from the side yard line as Shed 2.[1] And as for Shed 2, the Applicant neither claims nor demonstrates Shed 1 is either nonconforming according to §200 or has been granted a variance. So, Shed 1's legal status is also questionable.

3 Violation of Zoning Ordinance §503.1

§503.1 reads: "No accessory structure shall be located in any required front yard, except flagpoles, signs, and structures (not to exceed 500 square feet in area nor exceed ten feet

[1] Coronavirus restrictions preclude direct inspection of the full-scale site plan.

in height) related to public safety, transportation or utilities." This prohibits structures unrelated to public safety, etc. in front yards, and a shed is unrelated.

4 Failure to Meet Standards for Relief (§907.A.1)

Zoning Ordinance §907.A.1 says, "In granting a variance, *the board* [Zoning Board of Review] shall *require* … *evidence* satisfying the following standards … (emphasis added)." It then goes on to list six standards for variances, with (e) applying only to use variances. The Application for a Dimensional Variance does not meet any of the remaining five.

4.1 §907.A.1: Applicant Demonstrates No Bona Fide Hardship or Reason for the Request

Three of the five mention "hardship," but the Application does not describe any hardships. Instead, it just describes the Applicant's "beliefs" about the causes and consequences of this mysterious, unnamed, and undescribed "hardship."

When the Applicant purchased the property in 2019, its size, other physical characteristics, and legal status were evident, as were the locations of the two sheds currently on the property. From exactly what hardship is the Applicant suffering other than that two years ago he knowingly purchased a small property that does not comply with its R20 zoning?

The closest the Applicant comes to stating a reason for this request is in the fifth paragraph of his response to Item 12: "There is limited space on the property to construct the shed as the existing OWTS is located directly in front of the house." This statement hardly seems to be in good faith. The property already has two sheds, and the Applicant gives absolutely *no reason why they cannot just stay where they currently are*. The Applicant also gives *no evidence that he ever seriously considered locating the proposed shed elsewhere on the property*.

And the statement's wording is specious: the existing sheds can stay where they are or a new shed could be constructed somewhere else on the property, far away from the OWTS. In other words, away from the front yard the OWTS really has nothing to do with where a shed can be located.

4.2 §907.A.1.a: Relief must be from specific hardships

This standard stipulates that a variance must only be given to relieve hardships "due to the unique characteristics of the subject land or structure … and not due to a physical or economic disability of the applicant …" except to accommodate various other statutes. What unique characteristics of the land are causing hardship except that the Applicant purchased a very small lot? In this case, no hardship has been demonstrated, and indeed one could not be demonstrated because sheds are already in use on the property and have been there for considerable time.

4.3 §907.A.1.b: Hardship must not result from applicant's prior action

This standard allows granting a variance only if the applicant has done nothing that would make a variance desirable. But the Applicant is currently enlarging and renovating the house, and the desire to replace an existing shed with another one in a different location may stem from this. Perhaps the shed is in the way of new construction or blocks a newly

opened view. This is only speculation, but because the Applicant has given no bona fide reason for requesting the variance, speculation is the only way one can imagine what motivates this request. Since the Applicant has owned the property since 2019 and did not file an application for a variance until construction was well underway, it appears the desire to move the shed results from the Applicant's renovation activities.

But even if this is not the case, the Applicant purchased the property knowing its size and the locations of its sheds. The only reason the Applicant is in his current situation is because of this prior action. Everything here was *foreseeable*. Compare this with Article 2 which grants relief only when future regulations are *unforeseeable*.

4.4 §907.A.1.c: "… variance will not alter the general characteristics of the surrounding area or impair the intent or purpose of this Zoning Ordinance or the Comprehensive Plan"

The requested variance violates this standard in many ways:

- It is out of character with the surrounding area. No other house on this street has a storage shed in front of the house. Originally, the neighborhood mainly consisted of small summer homes. Over time many of them have been upgraded or replaced by new construction, resulting in a mix of well-kept, attractive homes. This mixed housing stock facilitates socioeconomic diversity and encourages property owners to preserve the value of their properties by maintaining them. The 2014 Comprehensive Plan (H-1) says, "The Town … views the provision of high quality and diverse housing as one of the most important ongoing issues within the community." Such neighborhoods are too rare in South Kingstown and should be protected.
- The 2014 Comprehensive Plan classifies Indian Lake as a Village and a Medium High Density Residential area. Because such areas are high density, the Plan (INTRO-12) says, "special care in site planning must be taken."
- The entire Indian Lake Shores development was established in 1946 with a grant from South County Properties, Inc. to Ernest A. and A. Louise Burrows (see Exhibit A). One restriction in the grant reads: "no building or any portion thereof shall be erected, constructed or maintained within twenty-five (25) feet of the front street line of any lot …." While enforcing this provision is not the responsibility of the Zoning Board of Review, the provision itself is responsible for the surrounding area's general characteristics. And the Zoning Board of Review *is* responsible for ensuring that a zoning variance does not alter such characteristics.
- The property already does not comply with the current Zoning Ordinance standards because of its lot size, non-conforming side setbacks, and sheds not complying with these setbacks. This variance would add yet another non-complying characteristic.
- When regulations conflict, §201 of the Zoning Ordinance requires application of "the most restrictive regulations." In this case, the Applicant is proposing an entirely

new structure. Other alternatives would better suit more restrictive regulations, e.g., not locating structures in front yards (§503.1).

4.5 §907.A.1.d: "… relief to be granted is the least relief necessary"

No relief is necessary. Two sheds are already on the property and have been used for some time. The least relief necessary is leaving them where they are. Furthermore, other locations on the lot may be viable alternatives not necessitating a zoning variance.

4.6 §907.A.1.f: "… if the dimensional variance is not granted [hardship] shall amount to more than a mere inconvenience, … [there must be] no other reasonable alternative to enjoy a legally permitted beneficial use of one's property."

There is an obvious reasonable alternative: leave the shed where it is, which would, presently and in the future, allow the Applicant to enjoy the legally beneficial use of his property. According to the Vision Assessing Card, Applicant purchased the property on 10/15/2019. Except for the renovation, which §907.A.1.b precludes from being acceptable grounds for a variance, nothing substantial has changed since then. It is hard to see how leaving the shed in place could be anything more than an inconvenience.

Furthermore, the Applicant has submitted *no evidence he has considered* relocating the existing shed(s) or replacing the existing Shed 2 with a new one *anywhere else* on the property. In short, he has not established that there is "no other reasonable alternative."

5 The Applicant's Arguments

This section considers the Applicant's arguments as they appear in Item 12.

5.1 Nonconformance and Misrepresenting the Law

Perhaps because Article 2 gives special rights to nonconformances, the Application emphasizes nonconformance. It refers to the property's alleged nonconformance three times: (1) "the lot is considered non-conforming as it does not meet requirements for lot size and frontage"; (2) because the lot is "nonconforming," its setback requirements are reduced; and (3) the proposed changes will reduce "the amount of nonconformity by moving" Shed 2.

Logically, (2) and (3) depend on (1), which has the law backwards: a lot is nonconforming only if it was lawfully established before restrictions were enacted (cf. §200), and only if it meets this requirement would it be allowed not to comply with requirement for lot size and footage. Therefore (1) does not establish that the lot is nonconforming, and if it is not, the setback requirements are not reduced.

5.2 No Evidence

Furthermore, despite emphasizing nonconformance, the Application *never even mentions Article 2*, the Ordinance section devoted to "nonconformance." And it offers *absolutely no evidence* that the lot or any structure on it is "nonconforming" as defined therein. To verify the nonconforming status of the lot and sheds, at a minimum requires evidence of when the lot was lawfully recorded, that at that time the sheds were lawfully constructed in their current forms, and that they were situated in their current locations before any restrictive

zoning ordinances were adopted. If the lot does not meet these criteria for nonconformance, then the Application's claims about setbacks are false.

5.3 Vagueness and Evasiveness

On this point, the Application is unclear about two things: (1) it describes Shed 2's current location only vaguely, as "only a couple of feet from the left, side yard line," and (2) it sidesteps the question of whether Shed 2 itself qualifies as "nonconforming."

If either existing shed does not qualify as nonconforming per §200 and violates the current Ordinance without a suitable variance, then it would be illegal. And if it is illegal, this calls into question the legitimacy of granting the variance. Determining the sheds' legality requires more precise information than the Applicant has provided.

Because the Applicant provides no evidence whatsoever pertaining to nonconformance or past variances, it is impossible to address such issues with any confidence. **At a minimum, the Zoning Board should require the Applicant to provide exact measurements of both sheds' current setbacks and legal status as well as documentary evidence verifying the lot and sheds are nonconforming according to §200.**

5.4 Application Uses "Remove" and "Move" Interchangeably

The Application is unclear regarding Shed 2's future. The fourth paragraph of Item 12 says, "The Applicant is proposing to *remove* (emphasis added)" this shed, but the next paragraph contradicts this by describing the proposed change as "*moving* (emphasis added) the shed …." Section 2.1 above argues "removing" should be considered equivalent to "moving," and apparently, even the Applicant agrees.

5.5 Cherry-picked Dimensions and Misinterpreting "Nonconformance"

The Application justifies its request by claiming, "The Applicant will be reducing the amount of nonconformity by moving the shed" (from its current noncompliant location to another). This assertion is wrong in at least three ways.

5.5.1 Cherry-picked dimensions

According to the Application, existing Shed 2 is 80 sf and 2' from the left, side yard line, while the Application claims the Ordinance requires a 6' setback. But because of the actual 2' distance and the fact that the southern wall of Shed 2 is roughly parallel to the side yard line, 100% of the shed would be out of compliance with the 6' setback only if Shed 2 were no wider than 4 ft (e.g., 4' x 20'). The Application does not give Shed 2's dimensions, but inspection of the site plan suggests Shed 2 is a more common size, like 8' x 10'. If so, then only 50% of Shed 2, or 40 sf, would be out of compliance.

Now consider the proposed Shed 3, which is 140 sf. The entire shed would be out of compliance with §503.1 compared to Shed 2's 80 sf if it is 4' wide or less or, more likely, 40 sf actually out of compliance.

A large portion of proposed Shed 3 would also be out of compliance with the required 35 ft front setback. Again, Applicant does not provide enough information to calculate exactly how much. To do so, one would have to draw a straight line parallel to the front yard line.

Because Shed 3's width would be only 10 feet and the requested setback is only 19.1 feet, the shed's northwest corner would be only 29.1 feet from the front yard line. Thus, the area noncompliant with §208 (Table A) would be either the entire shed or a polygon defined by where the parallel line intersects Shed 3 and Shed 3's northerly and easterly walls. This noncompliant area would be either 140 sf, if the entire shed is east of the 35' line, or a bit smaller if the line intersects the shed. Because Applicant has not supplied sufficient information, it is impossible to tell if the line intersects Shed 3 or, if it does, the area of the polygon. Nonetheless, the area is certain to be 140 sf or, judging from the site map, very close to 140 sf.

In either case, "the amount of nonconformity," assuming there is such a thing, would be greater than what the Application proposes by at least 60 sf (140 not conforming with §503.1 – 80 all of Shed 2) and more likely by close to 240 sf (140 for §503.1, plus 140 minus at most a small amount for §208, minus an estimated 40 sf for the portion of Shed 2 that is over the 6' side setback). The Application's claim about nonconformity is wrong, and it only appears legitimate because the Application cherry picks the sections of the Ordinance and the dimensions of the structures to make its case.

Applicant would have the Board believe that a 5 sf doghouse 2' from the side yard line is more obtrusive than a 397 sf dance studio in the front yard, simply because the studio complies with a 6' setback. The Board should not fall for such nonsense.

5.5.2 Nonconformance is Binary: Something Either Is or Is Not Nonconforming

Article 2 defines "nonconformance" regarding structures in terms of their lawfulness at the time they were established relative to when the zoning ordinance and its amendments were adopted. According to the definition in §200, a structure either is or is not a "nonconformance."

Yet despite being submitted by counsel, the Application mentions "reducing the amount of nonconformity." Since only two things – time and the law -- determine if a structure is nonconforming: its *lawful status when* a more restrictive regulation went into effect that would otherwise make the structure unlawful. The argument is specious.

5.5.3

But even if the Applicant really means "compliance," the Ordinance does not license such usage, and it certainly does not authorize it as a standard for awarding variances (§907.A.1). Nowhere does the Ordinance even suggest that code violations are somehow more acceptable if the magnitude of the violation is smaller. And even if the Ordinance wanted to do so, for many things this is impossible. E.g., in the case of §503.1, something either is or is not in a front yard.

In particular, the standards for awarding dimensional variances, §907.A.1, do not even hint at the degree of compliance as a legitimate reason for granting a variance. And for good reason. Besides substituting vague standards subject to judgment for precise ones, such a thing would open a huge back door for unlawful structures and variances. Anyone who wants a variance would just have to establish a structure in gross violation of the Ordinance and then apply for a variance on grounds that they will "reduce the amount of

nonconformity" by replacing this structure with one that still is noncompliant but only less so, base on some arbitrary metric. The Board should not even contemplate such a loophole.

5.6 Beliefs are not Evidence

Item 12 of the Application closes with "The Applicant believes:" and then rattles off the five standards discussed in Sections 4.2-4.6 above, "believing" the affirmative or negative of individual standards to suit the Applicant's case. Belief may work with the Tooth Fairy, but §907.A.1 explicitly says, "the board shall require evidence …." As 5.2 above demonstrates, the Application is basically devoid of evidence. Apparently, the Applicant is aware of this and therefore offers this self-serving list of beliefs instead.

Perhaps this is why the Applicant is seeking relief from §907 (see Application Item 11), which establishes standards for granting variances. If the board abides by these standards, there is no way this Application qualifies for a variance.

Exhibit A

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Know all men by these presents, that SOUTH COUNTY PROPERTIES, INC., a corporation organized and existing under the laws of the State of Rhode Island, having an office in the City of Providence, County of Providence in said State, hereinafter called the Grantor, for valuable consideration paid, hereby grant to Ernest A. Burrows and wife A. Louise Burrows as joint tenants and not as tenants in common, both of Providence, in the County of Providence, and State of Rhode Island, hereinafter called the grantees with WARRANTY COVENANTS

(DESCRIPTION, AND INCUMBRANCES, IF ANY)

Two certain lots situated in South Kingstown, County of Washington, in the State of Rhode Island, being located and described as lot No. Eighty-Seven (87) and 88 Section Four (4) on a plat of land entitled "Section No. 4, Indian Lake Shores, Property of South County Properties, Inc. in the Town of South Kingstown, R. I., Surveyed and Platted 1941 by Howard F. Esten, Civil Engineer" which plat is recorded in Plan Book 9 of the records of the town of South Kingstown, reference to which is hereby had for a further description. Together with such rights, if any we have in common with the grantors and others and other owners of lots on said plat in Indian Lake.

Said premises are conveyed subject to the following restrictions:"

(a) That no building or any portion thereof shall be erected, constructed or maintained within twenty-five (25) feet of the front street line of any lot nor within twelve (12) feet of the side street line of corner lots (the long line of corner lots to be construed as the side line) nor within six (6) feet of adjoining lot lines.

(b) That no trailers, basement, tent, shack, garage, barn, or other outbuilding, erected in the tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.

(c) That no building shall be erected or constructed on said premises unless the plans therefor have first been submitted to and approved in writing by the said Grantor.

(d) Every structure, or addition thereto, shall be built upon a masonry foundation.

(e) That sewage from any buildings erected on the premises shall be cared for by the owners or occupants installing a septic tank which shall at all times be maintained in a proper sanitary condition, and that no privy vaults or cesspools shall be maintained on said premises.

(f) That no fences shall be maintained on street lines nor within forty (40) feet of street lines, except on the rear of corner lots where a fence may run within fifteen (15) feet of the street line.

(g) That any garage constructed or maintained on said premises shall be limited to two-car capacity and shall either be attached directly to the house construction or erected within seven (7) feet of the house construction and attached to the house by lattice work.

(h) That the said premises or any part thereof or house or building thereon shall at no time be used for carrying on any mechanical or manufacturing business or public trading of any kind and that said premises shall at all times be held subject to such reasonable rules and regulations as may from time to time be adopted by said Grantor for the orderly management of the grounds of which said premises form a part, or for police or sanitary purposes in connection therewith.

(i) That the foregoing restrictions are imposed for the benefit of the Grantor and other purchasers upon said plat and that any of said purchasers, as well as said Grantor may enforce the same by resort to legal process if such action becomes necessary.

The foregoing restrictions shall be deemed and considered covenants running with said premises and shall be binding upon the Grantee s their heirs, executors, administrators and assigns.

In Witness Whereof said Grantor has caused these presents to be executed and its Corporate Seal hereto affixed in its behalf by Norman Beauregard its President, and Charlotte M. Rowe its Treasurer, for this purpose hereunto duly authorized and empowered this Seventeenth day of May, A. D. , 1946.

SOUTH COUNTY PROPERTIES, INC.

Norman Beauregard
President

Charlotte M. Rowe

Witness: Foster R. Sheldon, Town Clerk