

**City of Cranston  
Zoning Board of Review  
Application**

Application for exception or variation under the zoning ordinance "City of Cranston Zoning Code, December 1994 Edition as amended."

To: Cranston Zoning Board of Review  
35 Sockanosset Crossroad Suite 6  
Cranston, RI 02920

Date: 12/09/2024

THE UNDERSIGNED HEREBY APPLIES TO THE ZONING BOARD OF REVIEW FOR AN EXCEPTION OR A VARIATION IN THE APPLICATION OF THE PROVISIONS OR REGULATIONS OF THE ZONING ORDINANCE AFFECTING THE FOLLOWING DESCRIBED PREMISES IN THE MANNER AND ON THE GROUNDS HEREINAFTER SET FORTH.

OWNER: The Russo Family Irrevocable Trust - (Cynthia J Russo, Stephen J Russo Co-trustees)

ADDRESS: 220 Narraganset Way, Warwick, RI ZIP CODE: 02888

APPLICANT: ZDS Inc. - Julie Bartlett

ADDRESS: 2 Charles St Suite 1A, Providence, RI ZIP CODE: 02904

LESSEE: The Blue Room RI, LLC - Jennifer Freitas

ADDRESS: 54 South Street, Providence, RI ZIP CODE: 02903

1. ADDRESS OF PROPERTY: 2197 Broad Street, Cranston, RI 02905

2. ASSESSOR'S PLAT #: 01 BLOCK #: \_\_\_\_\_ ASSESSOR'S LOT #: 432 WARD: \_\_\_\_\_

3. LOT FRONTAGE: 35 FT LOT DEPTH: 117.2 FT LOT AREA: 4,102 SF

4. ZONING DISTRICT IN WHICH PROPERTY IS LOCATED: C3  
(ZONE) (AREA LIMITATION) (HEIGHT LIMITATION)

5. BUILDING HEIGHT, PRESENT: N/A PROPOSED: NO CHANGE

6. LOT COVERAGE, PRESENT: 100% PROPOSED: NO CHANGE

PROJECT INCLUDES INTERIOR RENOVATION OF TENANT SPACE; NO CHANGE TO BUILDING HEIGHT OR SIZE

7. HOW LONG HAVE YOU OWNED THE ABOVE PREMISES? BUILDING OWNER HAS OWNED FOR 51 YEARS  
LESSEE IS BEGINNING 10 YR LEASE 12/2024

8. ARE THERE ANY BUILDINGS ON THE PREMISES AT PRESENT? YES

9. GIVE SIZE OF EXISTING BUILDING(S): 4,102 SF

10. GIVE SIZE OF PROPOSED BUILDING(S): NO CHANGE TO EXST BLDG SIZE

11. WHAT IS THE PRESENT USE? 2 TENANTS: 1.MERCANTILE AND 2.RESTAURANT/BAR (UNDER 50 OCCUPANTS  
SO TECHNICALLY BUSINESS USE)

12. WHAT IS THE PROPOSED USE? 1 TENANT: EXPANSION OF RESTAURANT/BAR (WHICH WILL NOW BE  
CONSIDERED A-3 ASSEMBLY USE)

13. NUMBER OF FAMILIES FOR WHICH BUILDING IS TO BE ARRANGED: N/A

14. DESCRIBE IN DETAIL THE EXTENT OF PROPOSED ALTERATIONS: the existing structure  
on lot 432 includes 2 tenants (1 Mercantile and 2 Restaurant + Bar under 50 occupants  
so technically Business Use.) The lessee is expanding the use of the current restaurant / bar  
to absorb two vacant mercantile space. Project includes a second means of egress, kitchen, ADA  
Bathrooms and Protections to a Mechanical Room
15. HAVE YOU SUBMITTED PLANS TO THE BUILDING OFFICIAL? NO
16. WERE YOU REFUSED A PERMIT? NO
17. PROVISION OR REGULATION OF THE ZONING ORDINANCE OR STATE ENABLING ACT UNDER WHICH APPLICATION FOR EXCEPTION OR VARIANCE IS MADE.  
17.04.010 - off street parking. B- location
18. STATE GROUNDS FOR EXCEPTION OR VARIANCE IN THIS CASE: \_\_\_\_\_  
Refer to attached Memo

SIGNATURE OF APPELLANT(S) AND ATTORNEY (IF APPLICABLE) IS REQUIRED AND MUST BE LEGIBLE.

RESPECTFULLY SUBMITTED,

Cynthia Russo  
 (OWNER SIGNATURE)

401-743-3580  
 (PHONE NUMBER)

Stephen Russo  
 (OWNER SIGNATURE)

401-219-4001  
 (PHONE NUMBER)

Julia Bartlett  
 (APPLICANT SIGNATURE)

401-680-6099 x102  
 (PHONE NUMBER)

Jennifer Jacobs  
 (LESSEE SIGNATURE)

401-598-7666  
 (PHONE NUMBER)

\_\_\_\_\_  
 (ATTORNEY SIGNATURE)

\_\_\_\_\_  
 (PHONE NUMBER)

\_\_\_\_\_  
 (ATTORNEY NAME-PLEASE PRINT)

ATTORNEY ADDRESS: \_\_\_\_\_

PRE-ZONING APPLICATION MEETING:

\_\_\_\_\_  
 (PLANNING DEPT. SIGNATURE)

\_\_\_\_\_  
 (DATE)



## Blue Room Renovation & Expansion Variance Request

Project:	24092, Blue Room Renovation & Expansion
Address	2197 Broad Street, Cranston, RI 02905
Date:	December 9, 2024
Re:	Zoning Variance Request

### Variance Request – Zoning Requirements for Off-Street Parking

We respectfully submit this request for a variance from the off-street parking requirements as outlined in Section 17.64.010(B) of the Cranston Zoning Code, pertaining to the location of required parking for the renovation and expansion of the restaurant/bar located at 2197 Broad Street, Cranston, RI (The Blue Room).

As part of the proposed expansion, the required number of parking spaces was calculated based on the increased occupant load. Per Section 17.64.010(I)(6) of the Zoning Code, a parking space is required for every three (3) seats for patron use at an Eating and Drinking Establishment. The proposed expansion includes 85 seats, which necessitates 29 parking spaces ( $85 \text{ seats} \div 3 = 28.3$ , rounded up to 29 spaces).

The existing structure occupies the entirety of the lot it is situated on (Assessor's Plat 1, Lot 432), which currently provides no on-site parking. The owner of this property, the Russo Family Irrevocable Trust, also owns the adjacent properties: Lot 432, Lot 451, and Lot 21, all of which are contiguous and located along Broad Street in Cranston.

### Parking Allocation:

- **Lot 451:** This lot is occupied by a dry-cleaning establishment (approx. 2,250 SF) (referred to as "Drycleaners"), which, in accordance with Section 17.64.010(I)(16) of the Zoning Code, requires 8 parking spaces. The parking allocation is as follows:
  - **Two (2) spaces on Lot 451** will be reserved for the Drycleaners.
  - **Six (6) spaces on Lot 21** will be designated for the Drycleaners, leaving five (5) remaining spaces on Lot 21 for the use of The Blue Room.
- **Lot 21:** The five (5) remaining spaces on Lot 21 will be allocated to The Blue Room. In order to meet ADA requirements, two (2) of these spaces will be designated as ADA-compliant spaces, as required by law (1 ADA space per 25 spaces). The remaining three (3) spaces will be designated as standard spaces, with one (1) of these spaces being re-striped to ensure full compliance with ADA standards, as indicated in the attached site plan. This configuration results in a total of **four (4) spaces on Lot 21** for The Blue Room.

To fulfill the remaining parking requirement for The Blue Room (29 spaces), the lessee has secured an off-site parking agreement for **26 spaces** at Lot 15, located at 2175 Broad Street, less than 200 feet from the Blue Room.

Thus, the total parking provided for The Blue Room is:

- **Four (4) spaces at Lot 21**
- **Twenty-six (26) spaces at Lot 15**

This provides a total of **30 spaces**, exceeding the required 29 spaces by one (1) space.

**Parking Allocation Table:**

	Req'd Parking	Parking Provided Lot 432	Parking Provided Lot 251	Parking Provided Lot 21	Parking Provided Lot 15	Total Parking Provided
Blue Room (2197 Broad)	29	0	0	4 (incl. 2 ADA)	26	30
DryCleaner (2201 Broad)	8	0	2	6	-	8

Additionally, the lease agreement between the Lessee and the Owner specifies that the hours of operation for The Blue Room and the Drycleaners will minimally overlap, ensuring efficient use of the shared parking spaces. Specifically, The Blue Room will be able to utilize the six (6) parking spaces designated for the Drycleaners on Lot 21 during the hours when the Drycleaners is closed. Furthermore, the ADA-compliant spaces on Lot 21 will be shared between the two businesses, ensuring that both establishments have access to these spaces during their respective operating hours, without conflict. This arrangement will help maximize the availability of parking while accommodating the needs of both businesses.

We respectfully request that the City of Cranston grant a variance from the requirement that parking be located on the same property as the business, given that the proposed arrangement provides more than sufficient parking to meet the needs of The Blue Room, while also considering the needs of the neighboring businesses. We appreciate your consideration of this request and are available to provide any additional information as needed.

Sincerely,  
Julie Bartlett, AIA  
Associate Principal  
ZDS Inc.

## SUB-LEASE AND LICENSE AGREEMENT

This Sub-Lease and License Agreement ("Agreement") is entered into as of this \_\_\_ day of November, 2024 (the "Effective Date") by and between Giokio Realty LLC d/b/a Pawtucket Auto Service, having a principal address at 2175 Broad St., Cranston, RI 02905 (the "Lessor"), and Blue Room RI, LLC d/b/a The Blue Room, having a principal address at 2197 Broad St., Cranston, RI 02905 (the "Lessee"). The Lessor and the Lessee are each a "Party" and collectively the "Parties."

### RECITALS

WHEREAS, Lessor is the lessee of certain real property located at 2175 Broad St., Cranston, RI 02905, including 28 parking spaces (the "Parking Spaces");

WHEREAS, Lessee desires to sub-lease and obtain a license to use the Parking Spaces for its business operations, and Lessor is willing to sub-lease and license said Parking Spaces to Lessee under the terms and conditions herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

#### 1. Sub-Lease of Parking Spaces

Lessor hereby sub-leases to Lessee, and Lessee hereby leases from Lessor, the 28 parking spaces located at 2175 Broad St., Cranston, RI 02905 (the "Premises") for use by Lessee, its employees, guests, customers, and invitees, subject to the terms and conditions set forth in this Agreement. See attached *Exhibit A*, Map of Parking Spaces.

#### 2. Term

The initial term of this Agreement shall be for a period of six (6) months, commencing on the Effective Date and continuing until the date that is six (6) months thereafter (the "Initial Term"). The Effective Date shall be the date that the City of Cranston delivers a Class BV liquor license to the Lessee.

#### 3. Renewal

At the expiration of the Initial Term, this Agreement shall automatically renew for successive six (6) month terms (each, a "Renewal Term"), unless either Party provides the other Party with written notice of termination at least thirty (30) days prior to the end of the Initial Term or any Renewal Term.

#### 4. Termination

Either Party may terminate this Agreement at the expiration of the Initial Term or any Renewal Term by providing at least thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, either Party may terminate this Agreement at any time in the event of a material breach by the other Party, provided the non-breaching Party provides written notice of such breach and the breaching Party fails to cure the breach within ten (10) business days of receipt of said notice.

#### 5. Rent

Lessee agrees to pay Lessor the sum of **One Thousand Dollars (\$1,000.00)** per month as rent for the use of the Parking Spaces (the "Rent"). Rent shall be due and payable on the first day of each calendar month, beginning on the Effective Date. In the event this Agreement is terminated prior to the end of a month, the Rent shall be prorated for the portion of the month during which Lessee had use of the Premises.

#### 6. Use of Parking Spaces

Lessee shall use the Parking Spaces solely for parking vehicles of Lessee, its employees, customers, guests, and invitees in connection with Lessee's business operations at 2197 Broad St., Cranston, RI 02905 commencing on Fridays at 5:30pm and Saturdays at 4:30pm through 1:00am. Lessee is expressly permitted to safely arrange the cars, through a valet service, to reach a total capacity of 40 cars on the 28 parking spaces. Lessee shall ensure that the Parking Spaces are kept clean and free of debris and shall not use the Parking Spaces for any unlawful purposes or in violation of any applicable laws or regulations. Lessee may also use the Parking Spaces on all other nights, during business hours as approved by the city council, subject to assuming all the risk for the use of these spaces.

#### **7. Maintenance and Repairs**

Lessor shall be responsible for maintaining the Parking Spaces in a condition suitable for parking vehicles, including snow removal, repair, and any necessary upkeep. Lessee agrees to promptly report any damages to the Parking Spaces to Lessor and to cooperate in any necessary repair efforts.

#### **8. Indemnification**

Lessee agrees to indemnify, defend, and hold harmless Lessor from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Lessee's use of the Parking Spaces, except to the extent caused by the gross negligence or willful misconduct of Lessor.

#### **9. Assignment and Subletting**

Lessee shall not assign this Agreement or sublet the Parking Spaces, in whole or in part, without the prior written consent of Lessor, which shall not be unreasonably withheld. Between the execution of this agreement and the Lessee receiving her updated liquor license and thereafter for the duration of this agreement, the Lessor agrees that they will not execute any other license or sub-lease agreements for this same use.

#### **10. Notices**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered personally, or sent by certified mail, return receipt requested, or by a nationally recognized overnight delivery service to the following addresses (or such other addresses as the Parties may designate in writing):

##### **If to Lessor:**

Giokio Realty LLC  
d/b/a Pawtuxet Auto Service  
2175 Broad St.  
Cranston, RI 02905

##### **If to Lessee:**

Blue Room RI, LLC  
d/b/a The Blue Room  
2197 Broad St.  
Cranston, RI 02905

#### **11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island, without regard to its conflict of law principles.

#### **12. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral, relating to such subject matter.



**13. Amendments**

This Agreement may not be amended or modified except by a written agreement signed by both Parties


**14. Counterparts**

This Agreement may be executed in 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 hereto have executed this Sub-Lease and License Agreement as of the day and year first above written.

**Lessor:**

Giokio Realty LLC d/b/a Paytuxet Auto Service

By: 

Name: Michael Gross

Title: Owner

Date: 12/5/24

**Lessee:**

Blue Room RI, LLC d/b/a The Blue Room

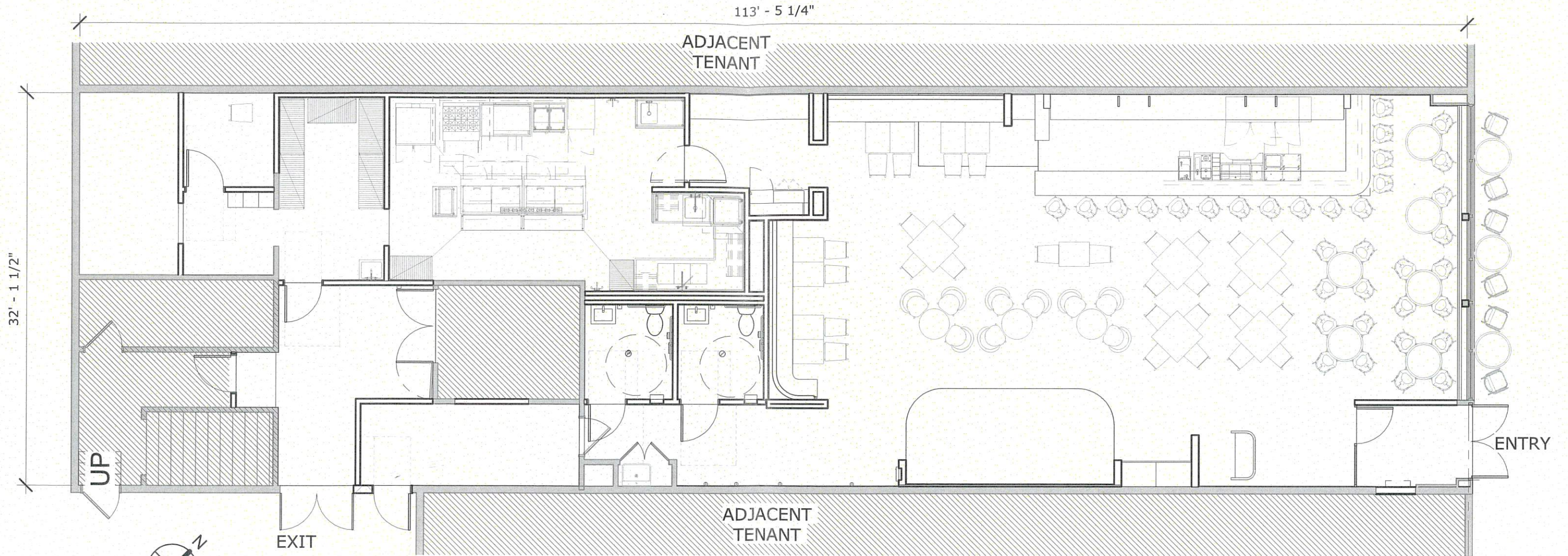
By: 

Name: Jennifer Frector

Title: Owner

Date: 12/5/24





1 FLOOR PLAN  
1/8" = 1'-0"



**ZDS**  
 2 CHARLES STREET  
 SUITE A1  
 PROVIDENCE, RI 02904  
 +1.401.680.6699  
 1405 RHODE ISLAND  
 AVENUE NW  
 WASHINGTON, DC 20005  
 +1.202.660.0555

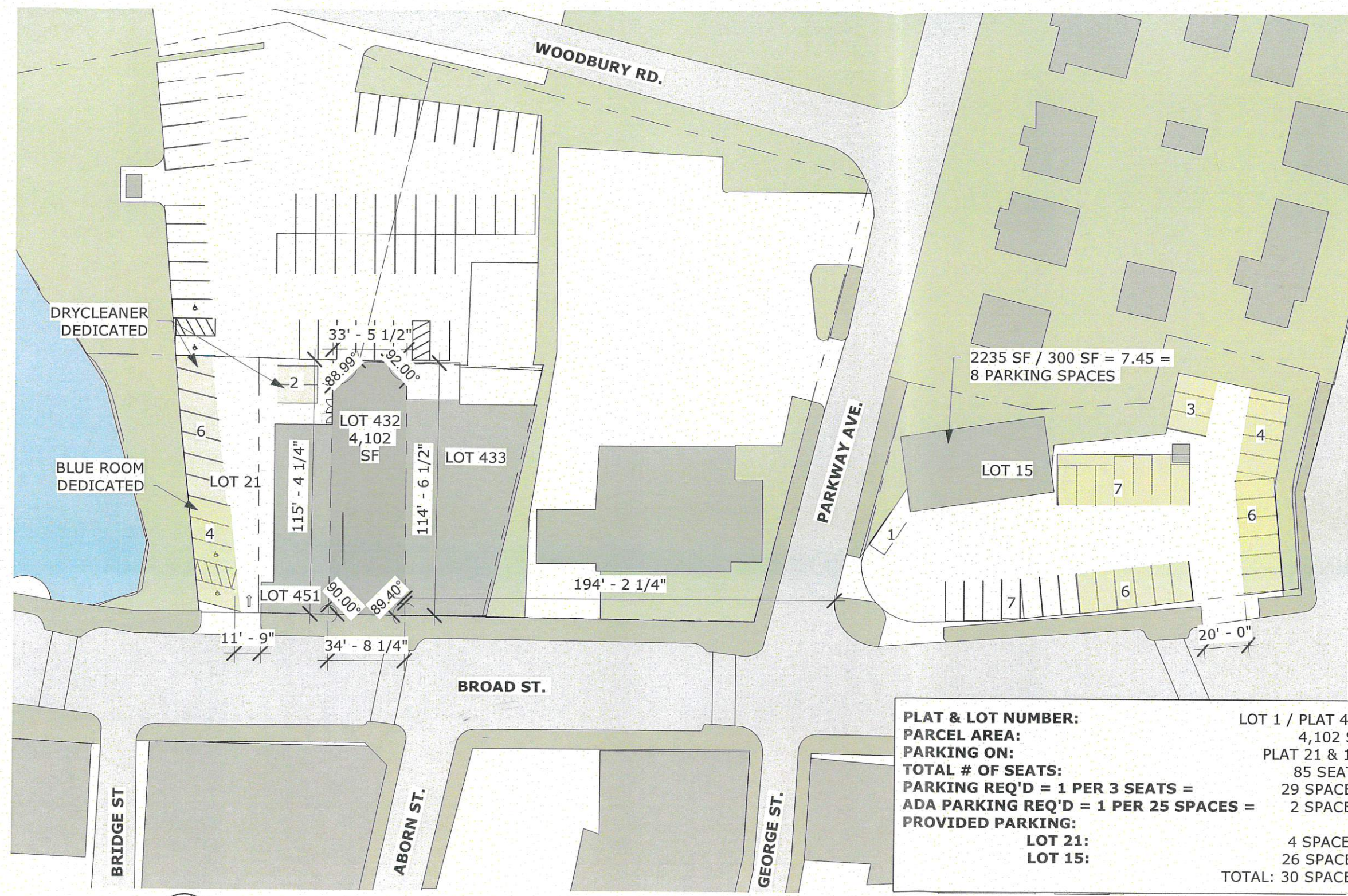
**FLOOR PLAN**  
**BLUE ROOM CRANSTON**

REF:  
 DATE: 12/10/2024

A-1.01



**OWNER:** THE RUSSO FAMILY IRREVOCABLE TRUST  
**OWNER ADDRESS:** 220 NARRAGANSET WAY, WARWICK RI 02888  
**LESSEE:** THE BLUE ROOM RI LLC- JENNIFER FREITAS  
**LESSEE ADDRESS:** 54 SOUTH STREET, PROVIDENCE RI 02903  
**PERSON PREPARING PLAN:** ZDS ARCHITECTURE & INTERIORS; ATTN: JULIE BARTLETT  
**CONTACT #:** (401) 680-6699



<b>PLAT &amp; LOT NUMBER:</b>	LOT 1 / PLAT 432
<b>PARCEL AREA:</b>	4,102 SF
<b>PARKING ON:</b>	PLAT 21 & 15
<b>TOTAL # OF SEATS:</b>	85 SEATS
<b>PARKING REQ'D = 1 PER 3 SEATS =</b>	29 SPACES
<b>ADA PARKING REQ'D = 1 PER 25 SPACES =</b>	2 SPACES
<b>PROVIDED PARKING:</b>	
LOT 21:	4 SPACES
LOT 15:	26 SPACES
	<b>TOTAL: 30 SPACES</b>

1 SITE  
 1" = 50'-0"

**ZDS**  
 2 CHARLES STREET  
 SUITE A1  
 PROVIDENCE, RI 02904  
 +1.401.680.6699  
 1405 RHODE ISLAND  
 AVENUE NW  
 WASHINGTON, DC 20005  
 +1.202.660.0555

**SITE PLAN**

**BLUE ROOM CRANSTON**

REF:

DATE: 12/10/2024

AS1.00