

# RESOLUTION OF THE CITY COUNCIL

No. 341

Approved : June 10, 1980

*Rmm*  
RESOLVED, That His Honor the Mayor be and he is hereby authorized to execute a lease with Solon Mitrelis, ~~or his nominee~~, of that certain tract or parcel of land with building located along Kennedy Plaza, known as the Kennedy Plaza Bus Comfort Station and further designated as Lot No. 31, on City Assessor's Plat 20, containing approximately Twenty-Four Hundred square feet, more or less, for a period of Fifteen years (15), said terms of the lease to be as follows:

That it be with a corporation set up to operate a restaurant there for a period of Fifteen (15) years with an option to renew for an additional Fifteen (15) years;

The rental to be Four Hundred Dollars (\$400.00) per month for the first Five (5) years;

Five Hundred Dollars (\$500.00) per month for the second Five (5) years;

The third Five (5) years to be negotiated based on the cost of living increase at that time and the option to be negotiated periodically.

**IN CITY COUNCIL**

**JUN 5 1980**

**READ AND PASSED**

*Ralph Fargnoli*  
PRES.  
*Rozem Mendonca*  
CLERK

**APPROVED**

**MAYOR**

*Vincent Ciampi, Jr.*

**JUN 10 1980**

THE COMMITTEE ON  
CITY PROPERTY

Approves Passage of  
The Within Resolution

*Rose M. Mendonca*  
Chairman

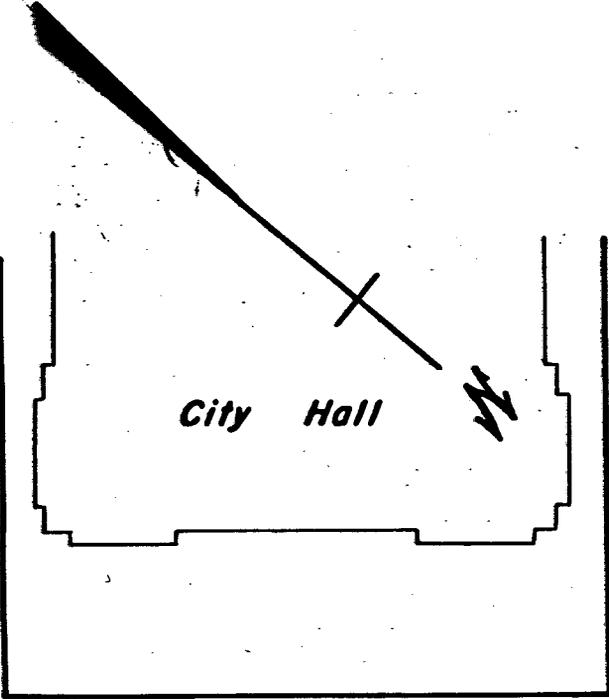
*Clerk*  
*May 12, 1982*

ALBANY

COMMUNICATIONS

100 N. STATE ST.  
ALBANY, N.Y. 12207

Fulton St.



Washington St.

PROVIDENCE R. I.  
 P. W. DEPT. - ENGINEERING OFFICE  
 CITY PROPERTY SECTION  
 Plan No. 064119  
 Date May 20, 1980

Dorrance St.

St.

West Approach

Approach

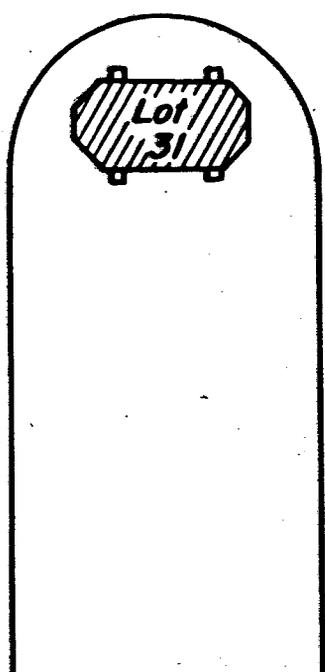
Francis St.

St.

East Approach

Approach

Kennedy Plaza



Kennedy Plaza

Note:

Cross-Hatched Area (Lot 31)  
 Indicates Proposed Sale.

Lot Number From Assessor's Plat 20

CITY OF PROVIDENCE, R. I.  
 Public Works Dept. Engineering Office  
 Showing Proposed Sale (Kennedy Plaza Comfort Station)  
 Drawn by Petruska Checked by J.A.M.  
 Scale 1" = 50' Date May 20, 1980  
 Corrected by [Signature] Associate Engr.  
 Approved: [Signature] CHIEF ENGINEER

June 12, 1980

Marold W. Demopulos, Esq.  
Demopulos and Demopulos  
1104 Industrial Bank Bldg.  
Providence, R.I. 02903

Re: Solon Mitrelis

Dear Mr. Demopulos:

Enclosed is certified copy of Resolution Number 341, approved June 10, 1980, the same being self explanatory.

Will you kindly communicate with the City Solicitor's Office so the lease agreement for said land will be executed.

Very truly yours,

Rose M. Mendonca,  
City Clerk.

RMM/jld  
Enclosure

7  
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DEMOPULOS AND DEMOPULOS  
ATTORNEYS AND COUNSELLORS AT LAW  
1104 INDUSTRIAL BANK BUILDING  
PROVIDENCE, RHODE ISLAND 02903  
TELEPHONE 401 331-6635

GEORGE K. DEMOPULOS  
(RES.) 401 781-4373

April 15, 1980

HAROLD W. DEMOPULOS  
SUBURBAN OFFICE  
17 CONSTITUTION ST.  
BRISTOL, R. I. 02809  
TEL. 401 253-4141

Councilman Harry A. Johnson, Chairman  
Properties Committee  
City Clerk's Office  
City Hall  
Providence, Rhode Island 02903

Re: Solon Mitrelis, Developer  
Kennedy Plaza Bus Comfort  
Station

Dear Chairman Johnson:

Pursuant to the City of Providence Properties  
Committee Meeting held on Monday evening, April 14,  
1980, this is a proposal from my client, Mr. Solon  
Mitrelis.

- 2400 - Mr. Demopoulos*
1. He be named the developer and be granted  
a lease from the City of Providence for  
approximately ~~1800~~ square feet of space  
at Kennedy Plaza where the bus waiting  
room and comfort station is for a  
period of 15 years.
  2. The term of the lease is to be as follows:
    - a. That it be with a corporation set up  
to operate a restaurant there for a  
period of 15 years with an option  
for 15 years.
    - b. The rental to be \$400.00 per month  
the first 5 years;  
  
\$500.00 per month for the second  
5 years; and

The third 5 years to be negotiated  
based on the cost of living increase  
at that time and the option to be  
negotiated periodically.

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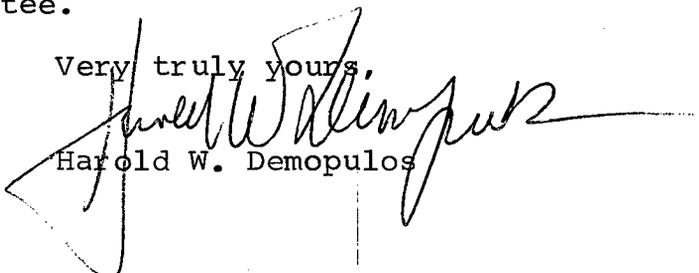
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May I please hear from you as to the next meeting,  
or if you have a special meeting to accept our proposal.

I will be glad to meet with you or any of your  
committee members to work out a lease agreement  
satisfactory to your committee.

Very truly yours,

  
Harold W. Demopulos

HWD:ps

9

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March 12, 1980

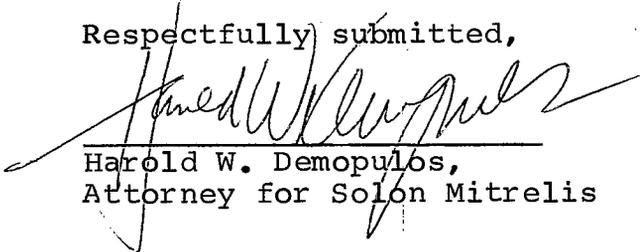
City Property Committee  
City Hall  
Providence, Rhode Island 02903

Honorable Chairman & Members of the City Property Committee:

I represent Mr. Solon Mitrelis, a businessman in the City of Providence who would like to lease the Bus Comfort Station at Kennedy Plaza and would like to operate a "Buffet Restaurant" similar to those types in many major European cities in the bus stations and railroad stations. This Buffet Restaurant would allow people to have buffet type luncheons, dinners and breakfasts with various types of liquids and refreshments.

My client humbly requests that this be allowed to be placed on the calendar of the next City Property Committee Meeting which is scheduled for March 13, 1980 at 6:00 P.M. at the City Hall, Providence, Rhode Island, where his architect can show you some proposed plans for the present Bus Comfort Station.

Respectfully submitted,

  
\_\_\_\_\_  
Harold W. Demopulos,  
Attorney for Solon Mitrelis

HWD:ps

FILED

MAR 13 2 36 PM '80

DEPT. OF CITY CLERK  
PROVIDENCE, R. I.

THE COMMITTEE ON  
CITY PROPERTY

Recommends *Be Continued*

*Rose M. Mendenhall*  
Clerk

*April 14, 1980*

May 8, 1980

Mr. Harold W. Demopoulos, Esquire  
1104 Industrial Bank Building  
Providence, R.I. 02903

Dear Mr. Demopoulos:

Councilman Harry A. Johnson, Chairman of the Committee on City Property, has requested I invite you to attend the next scheduled meeting to be held Monday, May 12, 1980, at 7:00 o'clock P.M., in Committee Room "A", City Clerk's Department, City Hall, relative to the Kennedy Plaza Comfort Station.

Very truly yours,

Rose M. Mendonca,  
City Clerk.

RMM/jld

STANLEY BERNSTEIN  
DIRECTOR



VINCENT A. CIANCI, JR.  
MAYOR

**DEPARTMENT OF PLANNING AND URBAN DEVELOPMENT**

40 FOUNTAIN ST., - PROVIDENCE, R. I. 02903 - TEL. 401-831-6550

May 2, 1980

Councilman Harry A. Johnson  
Chairman, City Property Committee  
c/o City Clerk  
City Hall  
Providence, Rhode Island 02903

Re: Kennedy Plaza Comfort Station

Dear Councilman Johnson:

On Monday, April 14, 1980, Harold Demopolis, Attorney, and Morris Nathanson, Architectural Designer, representing Mr. Metrelis', and I met with your Committee to discuss a proposal to convert the comfort station in Kennedy Plaza into a restaurant that represented a \$250,000 investment and would serve as a catalyst for the projected public and private investment that is proposed within the area over the ensuing years.

The Committee was favorably disposed to the proposal and requested from Mr. Demopolis a formal proposal setting forth the terms and conditions of a lease, and from me the City's plan to satisfy RIPTA and its Parks and Traffic Engineering Departments.

This is to report that I have had formal and informal discussions with Eileen Cioe, General Manager of RIPTA; James Diamond, Superintendent of Parks; and Frank Tibaldi, Traffic Engineer, and the parties have agreed to the following:

I. Parks Department

James Diamond has agreed to allow the existing building on the North side of Kennedy Plaza to be utilized by RIPTA as a temporary replacement for the comfort station until such time as a new building of a size and design satisfactory to the Parks Department is constructed on the North side of Kennedy Plaza or within the center strip with Section 3 UMTA funds.

May 2, 1980

II. RIPTA

Eileen Cioe has agreed to 1) relocate the RIPTA services provided by the comfort station into the temporary building provided by the Parks Department; 2) relocate the cement flower pots that are now in the passenger waiting area to Lane 1 where her Providence/Pawtucket buses now load passengers (This action would cover the five-foot requirement by law concerning buses in close proximity to buildings, and will also give RIPTA protection against its vehicles hitting the overhang on the existing and proposed facility); 3) relocate the two RIPTA shelters located at each end of the waiting area to the center of the waiting area nearer the chain-link fence; 4) mark off the bus lanes in the Plaza and number them from one to five; and 5) suspend a wire across the entrance into the Plaza stating: "DO NOT ENTER, BUSES ONLY".

III. Traffic Engineering Department

Frank Tibaldi has agreed to 1) relocate the traffic light now located in the southwest corner of Kennedy Plaza approximately 29 feet and mount it on the now-existing light pole; 2) remove one section of chain-link fence and the crosswalk now located at the present traffic light to the area where the traffic light will be relocated; and 3) remove a section of chain-link fence in the northwest corner of Kennedy Plaza and repaint the crosswalk in this area so that pedestrians will have a safe place to cross to and from Francis Street (This would eliminate the need for them to walk in the bus lane).

The aforestated agreements should now allow the Committee to favorably consider the proposal before them.

Any questions can be referred to me. I will gladly appear before the Committee at its pleasure should you so desire.

Sincerely Yours,

  
Stanley Bernstein  
Director

SB/jp

cc: James Diamond  
Frank Tibaldi  
Eileen Cioe  
Charlene Hall

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Councilman Harry A. Johnson, Chairman  
Properties Committee  
City Clerk's Office  
City Hall  
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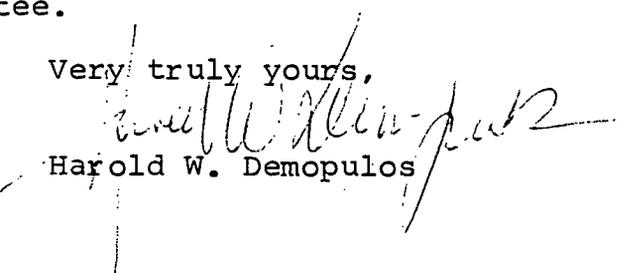
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I will be glad to meet with you or any of your  
committee members to work out a lease agreement  
satisfactory to your committee.

Very truly yours,

  
Harold W. Demopulos

HWD:ps

*City Clerk*

THIS INDENTURE OF LEASE made and entered into this *29th* day of July, A.D. 1980, by and between S & J 351, INC. a corporation organized and existing under the laws of the State of Rhode Island, hereinafter referred to as the "LESSEE", and the CITY OF PROVIDENCE, a municipal corporation created by the General Assembly of the State of Rhode Island, hereinafter referred to as the "LESSOR",

W I T N E S S E T H

That the LESSOR, in consideration of the rents and charges hereinafter reserved, does hereby grant, demise and lease unto the LESSEE, subject to the conditions, reservations and covenants hereinafter specified, that certain building located along Kennedy Plaza, being No. 1 Kennedy Plaza, known as the Kennedy Plaza Bus Comfort Station, and further designated as Lot 31, on City Assessor's Plat 20, the building of which comprises approximately 1180 square feet, more or less and additional land of 1220 square feet, more or less, directly behind and adjacent to the present building in an easterly direction, for a total area comprising 2400 square feet, more or less.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereunto belonging, for and during a period of fifteen (15) years, with an option to renew for an additional period of fifteen (15) years, beginning July 29, 1980 to and including July 29, 1995.

at the following schedule of rental:

Until such time as those premises are open for business by the LESSEE, a rental of TEN (\$10) DOLLARS per month; thereafter, following said opening, at a rental of FOUR HUNDRED (\$400) DOLLARS per month for the first five (5) years; thereafter at a rental of FIVE HUNDRED (\$500) DOLLARS per month for a period of five (5) years; thereafter at a rental of FIVE HUNDRED (\$500) DOLLARS per month, to which is to be added and compounded the annual percentage of increase as evidenced by the Federal Cost of Living Index, for a term of Five (5) years;

which the LESSEE agrees to pay in advance on the first business day of each and every month.

In the event the LESSEE exercises its right to an additional

fifteen (15) years of tenancy, the rental rates shall be negotiated in good faith periodically by both the LESSOR and the LESSEE.

In consideration of the payment of said rents and the performance of the covenants and agreements on the part of the LESSEE to be kept and performed as herein set forth, the LESSOR hereby covenants to and with the LESSEE as follows:

(a) That the LESSEE, paying the rent and performing and observing the covenants of the LESSEE herein contained, may peaceably hold and enjoy said premises during said term, without any let or hindrance by the LESSOR, or any party claiming by, through or under said LESSOR, except as herein provided.

(b) In case said leased premises shall be damaged or destroyed by fire or other casualty so that the same shall be thereby rendered unfit for use and occupation, then and in each such case, the rent hereby reserved or a just proportionate part thereof, according to the extent of the damage sustained, shall be abated until the premises shall have been duly repaired or restored by the LESSOR; PROVIDED HOWEVER, that if the whole building is substantially damaged and the LESSOR shall not elect to repair the same, then this Lease shall terminate at the time of such damage.

The LESSEE hereby covenants and agrees with the LESSOR as follows:

*out* (a) That it will pay to the LESSOR the said specified rent at the times and in the manner herein provided;

*out* (b) That the LESSEE shall deliver all rents as they become due to the Office of the City Collector, City Hall, Providence, Rhode Island, 02903.

✓(c) That all charges on the premises for water rents, water rates, electricity, utility charges and personal property taxes on the leased premises shall be paid by the LESSEE;

✓(d) That the LESSEE shall comply with all state and municipal regulations as to health, police, nuisance, fire, water, highways, sidewalks (including the removal of snow and ice therefrom), and other materials, and shall indemnify the LESSOR

against all fines, penalties, expenses, damages and costs for violation thereof;

✓ (e) That the LESSEE shall not mutilate, damage, misuse or suffer waste in the premises, but shall keep the same, and upon termination hereof, deliver them up in good condition, reasonable wear and tear excepted;

✓ (f) That the LESSEE shall indemnify and hold harmless the LESSOR by reason of any loss or damages to the demised premises, resulting from the actions or negligence of the LESSEE;

<sup>put</sup> (g) That the LESSOR may at all reasonable times enter upon said premises to inspect said premises;

<sup>put</sup> (h) That the LESSEE agrees to keep the premises in a clean and presentable condition at all times, trash to be picked up and the premises free of debris;

✓ (i) That the LESSEE accepts said premises in their present condition, and it is further understood and agreed that it shall be the sole duty of the LESSEE, at the LESSEE'S own sole cost and expense for any and all repairs, renovations, modifications, alterations, improvements or additions made on the premises;

<sup>put</sup> ✓ *→ Condemnation clause* (j) That the LESSEE shall as soon as reasonably possible undertake and make all necessary repairs, renovations, modification alterations and improvements and additions to the premises, sufficient to allow said premises to be used for the purpose of a restaurant; and shall not use, suffer or occupy said premises or any part thereof, to be used or occupied for any other purpose without prior written consent of the LESSOR; said consent not to be unreasonably withheld.

✓ (k) That the LESSEE will procure and maintain with reputable insurance company or companies, a policy or policies of insurance in the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS FOR INJURIES TO ONE PERSON: THREE HUNDRED THOUSAND (\$300,000) DOLLARS for injuries to more than one person, and for the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS for property damage, such policy or policies insuring both the LESSEE and the LESSOR from liability imposed by law upon the LESSOR or LESSEE or

both, for any damages suffered by any other person or persons for injuries to its or their person or persons or property in and about the demised premises; the LESSEE shall also procure insurance in the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS against damages caused by fire.

*put* (l) That the LESSEE shall not assign or sublet any portion of the demised premises without the prior, written consent of the LESSOR; said consent not to be unreasonably withheld.

*put* (m) That in the event of any failure on the part of the LESSEE to pay said rent and charges at the times and in the manner aforesaid, or in case of failure on its part to perform any or all of the covenants and agreements herein contained on its part to be kept and performed, and if such failure shall continue for fifteen (15) days, the LESSOR, by any agent duly authorized, shall be at liberty to declare this Lease at an end, and may thereupon enter and take immediate and full possession of said premises and repossess the same as of its former estate, without prejudice to its right to recover full rent and charges for the time for which the LESSEE has been in possession, and any damages, including, but not limited to costs and attorneys' fees, which the LESSOR may have suffered by reason of any breach of the terms or conditions of this Lease on the part of the LESSEE:

*put* (n) The LESSEE shall exercise his option to renew by giving notice in writing at least sixty (60) days prior to the termination of this Lease.

*put* (o) That whenever notice is required to be given hereunder, notice to the LESSOR shall be by certified mail, Return Receipt Requested, to the Office of the City Solicitor, 55 Eddy Street, Providence, Rhode Island, 02903; notice to the LESSEE shall be by certified mail, Return Receipt Requested to;

✓(p) That the LESSEE, upon the expiration of the term of this Lease, either by lapse of time or by any breach of the covenants or charges herein, shall remove all renovations, modifications, alterations and improvements, structures or other paraphernalia erected or placed upon, on, or in said premises,

provided that if the same is not done as aforesaid, the LESSOR may remove the same, and the expense of removal will be paid by the LESSOR, and further provided that any property not removed by the LESSEE as aforesaid, shall upon termination of this Lease become the absolute property of the LESSOR, and the LESSOR may sell or dispose of the same as it may see fit, without prejudice to the right of the LESSOR to recover from the LESSEE the cost of any removal paid by the LESSOR:

✓(q) That failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the covenants, terms or conditions of this Lease, or to exercise any option or election of the LESSOR therein contained shall not be construed as a waiver or a relinquishment for the future of such covenant, term condition, option, or election, but the same shall continue and remain in full force and effect. The receipt by the LESSOR of rent with knowledge or the breach of any covenant, term or condition hereof by the LESSEE shall not be deemed to be a waiver of such breach and no waiver by the LESSOR of any covenant, term or condition or other provision of this Lease or of the breach thereof shall be deemed to have been made by the LESSOR over its signature;

24 ✓(r) That Provided, and this Lease is made on the express condition that if the LESSEE shall become bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, or if a permanent receiver shall be appointed due to its financial condition, then the LESSOR, unless and only to the extent restrained by law, may immediately, or at any time thereafter and without notice or demand, enter upon said premises or any part thereof, in the name of the whole, and declare ended, and thereby end this Lease and repossess said premises and expel therefrom the LESSEE and those claiming under it, and remove their effects, if necessary, without

being guilty of any manner of trespass, and without prejudice to any remedies which may be used for the recovery of rent or damages for breach of covenant.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the CITY OF PROVIDENCE, by VINCENT A. CIANCI, JR. Mayor, thereunto duly authorized the day and year aforementioned.

Approved as to substance and form

15/ John Rotondi Jr.  
ACTING CITY SOLICITOR

CITY OF PROVIDENCE

15/ Vincent A. Cianci Jr.  
MAYOR

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

In Providence, on the 29th day of July, A.D. 1980, then personally appeared before me the above-named VINCENT A. CIANCI, JR., Mayor, as aforesaid, to me known and known by me to be the person who executed the foregoing instrument, and he acknowledged the said instrument by him executed, in behalf of the CITY OF PROVIDENCE, to be his free and voluntary act and deed and the free and voluntary act and deed of said City.

15/ John Rotondi Jr.  
NOTARY PUBLIC

S & J 351, INC.

BY 15/ Solon Mitrellis

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

In Providence, on the 30th day of July, A.D. 1980, then personally appeared before me the above-named SOLON MITRELLIS, President of S & J, 351 INC., as aforesaid, to me known and known by me to be the President, who executed the foregoing instrument, and he acknowledged the said instrument by him executed, in behalf of S & J 351, INC., to be its free and voluntary act and deed of said Corporation.

15/ Donald Demopoulos  
NOTARY PUBLIC