

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 633

Approved July 13, 1979

RESOLVED, That His Honor, Mayor Vincent A. Cianci, Jr., is authorized to execute a lease with the Mount Hope Day Care Center, Inc., of that certain lot or parcel of land with all buildings and improvements thereon, formerly occupied by the Montague Street School, for a term of five years beginning on April 1, 1979 and ending March 31, 1984 subject to tenancy of the American Legion Post, presently occupying a portion of the said former school building, and such other terms and conditions that may be imposed by His Honor the Mayor and the City Solicitor.

IN CITY COUNCIL

JUL 5 1979

READ AND PASSED

Ralph Fagnano PRES.
Robert M. Mendonca CLERK

approved —
July 13, 1979
Vincent A. Cianci
Mayor

THE COMMITTEE ON
CITY PROPERTY

Approves Passage of
The Within Resolution

Rose M. Mendonca
Clerk Chairman

June 25, 1979

CITY SOLICITOR
RONALD H. GLANTZ



MAYOR
VINCENT A. CIANCI, JR.

19

LAW DEPARTMENT

March 12, 1979

Councilman Harry A. Johnson
Chairman, Property Committee
City Hall
Providence, RI

Dear Mr. Johnson:

Enclosed is a letter dealing with the renewal of the lease for the Mount Hope Day Care Center, Inc. I am referring this to your committee so that you may negotiate with them with respect to the lease renewal.

Very truly yours,

Ronald H. Glantz
Ronald H. Glantz *abb*
Acting City Solicitor

/abb
encl.

THE COMMITTEE ON
PROPERTY

Recommendations

Be Continued

Rose M. Weadover
Clerk

4/30/79



MOUNT HOPE DAY CARE CENTER, INC.

421 HOPE STREET, PROVIDENCE, RHODE ISLAND 02906

MARCH 5, 1979

Ronald Glantz
Acting City Solicitor
Legal Department
Providence City Hall
Dorrance Street
Providence, R.I. 02903

Dear Mr. Glantz,

Per our telephone conversation of March 6, 1979.

Enclosed is a copy of the present lease between the city of Providence and Mt. Hope Day Care Center, Inc. for the building, and adjoining property, known as the former Montague Street School. Mt. Hope Day Care Center, Inc. is desirous of a renewal of said lease for another five year period.

Please advise as to the city's position regarding such renewal.

Thank you.

Yours truly,

Karen Schwieger
Karen Schwieger
Executive Director

KS/cg

cc: Irma Gross, President
Mt. Hope Day Care Center, Inc.
Board of Directors

THIS INDENTURE OF LEASE made and executed this 28th day of May A.D. 1974, by and between the CITY OF PROVIDENCE, a municipal corporation, created by the General Assembly of the State of Rhode Island, hereinafter referred to as the Lessor, and MT. HOPE DAY CARE CENTER, INC., a Rhode Island corporation, hereinafter referred to as the Lessee:

W I T N E S S E T H:

The Lessor, in consideration of the rents and charges hereinafter reserved, doth hereby grant, demise and lease unto the Lessee, subject to the conditions, reservations and covenants hereinafter specified:

That certain lot or parcel of land with all the buildings and improvements thereon situated on the northwesterly corner of Montague and Hope Streets in the City and County of Providence, State of Rhode Island, laid out and designated as Lot No. 155 on City Assessor's Plat 3, as said plat was constituted on December 31, 1968.

Said parcel is further described as the former Montague Street School, with the land adjoining the same.

TO HAVE AND TO HOLD said premises for a term of FIVE (5) YEARS, beginning April 1, 1974 and ending March 31, 1979, at an annual rental of ONE (\$1) DOLLAR, payable in advance at the office of the City Collector of the City of Providence, City Hall, Providence, Rhode Island.

Said lease is subject to the existing tenancy of the American Legion Post, presently occupying a portion of the leased building formerly called the Montague Street School.

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:

1. That the Lessee, paying the rent and charges hereby reserved and performing and observing the covenants of the Lessee herein contained, may peaceably hold and enjoy said premises during said term without any lawful let or hindrance by the

Lessor or any party claiming by, through or under the Lessor, except as herein provided.

2. The Lessee hereby covenants and agrees with the Lessor as follows:

(a) That it will pay to the Lessor the said specified rent at the times and in the manner herein provided.

(b) That it will use the demised premises solely and exclusively for purposes in conjunction with its activities, to wit, a day care center, and shall make no charge for the use of the premises as a polling place.

(c) That in case of any failure on the part of the Lessee 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 thirty (30) days after notice in writing by the Lessor to the Lessee, the Lessor, by any agent duly authorized shall be at liberty to declare this lease at an end and may thereupon enter upon 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 any damages 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.

(d) That it will quit and surrender the demised premises at the end of the term aforesaid, and extensions thereof in as good a state and condition as received, reasonable wear and tear and damage by fire or by the elements or other causes not within its control excepted; provided, however, that any equipment or improvements which may be placed in or upon the demised premises by the Lessee, other than fixtures or permanent additions to the freehold, shall remain its property. And it shall have the right to remove the same at any time during the term hereof or within thirty (30) days after the expiration of this lease or any extension thereof, leaving the premises in good repair and

condition, reasonable wear and tear excepted.

(e) That it will promptly comply with all lawful requirements of the various governmental authorities, municipal, state or national, having jurisdiction over the demised premises, with respect to the manner in which it uses the same.

(f) That it will not do or permit any act or thing on the demised premises that shall be unlawful or create a nuisance.

(g) That it will not assign this lease nor sublet the whole or any part of said premises, except with the approval of the Lessor acting by and through such official body, committee or commission as shall exercise jurisdiction over the premises and, in all cases, with the approval of the Mayor.

(h) That it will pay during the term of said lease all charges against the demised premises for water used by the Lessee.

(i) That it will make all repairs which shall be reasonable and necessary to maintain the interior and exterior of the premises hereby demised.

(j) That it will maintain adequate fire, extended coverage, and public liability insurance on the demised premises and adjoining land.

The Lessee further agrees that it will maintain the landscaping of the premises.

3. The Lessee and Lessor mutually covenant and agree as follows:

(a) That in case at any time during the continuance of this lease the premises herein demised are taken or required for public or municipal purposes by the Lessor or by the State or Federal Government, then and in that event, the Lessor may terminate this lease by written notice given to the Lessee thirty (30) days prior to the termination date specified in said written notice.

In the event of such termination, the Lessee shall and will at the termination date specified, peaceably yield up to the

TO THE Lessor the premises aforesaid, and, prior to said termination date, or within thirty (30) days thereafter, said Lessee, at its own expense, will remove all equipment and other improvements placed by it in said demised premises, and which remain its property under the terms of this lease. And such equipment or improvements not so removed shall, at the option of the Lessor, be and become its sole property.

PROVIDED, HOWEVER, that if the Lessor notifies the Lessee to remove said equipment or improvements, and the Lessee fails and neglects to so remove them, then the Lessor, upon notice to the Lessee may proceed to do so and said Lessee shall be liable to the Lessor for the expenses and charges incurred in the work of removal; and provided further, that in the event of such termination, the Lessee shall not claim nor be allowed any damages, reimbursement or recovery of any kind by reason of the cancellation of this lease or the taking of the land, or the taking of the equipment or improvements on the premises because of failure of the Lessee to remove the same.

(b) That the provisions of this lease shall bind and shall enure to the benefits of the parties hereto and their respective successors and assigns.

4. The Lessee agrees to indemnify, protect and save harmless the Lessor from and against all demands, claims, actions, costs, expenses or losses resulting from any and all personal injuries or property damage sustained by any person or persons on or about the premises; and for that purpose, the Lessee agrees to apply for and cause to be issued a surety company public liability insurance policy either in the name of the Lessor or the Lessee. Such insurance policy shall be issued by a reputable surety and indemnity company licensed to do business in the State of Rhode Island, and shall be in the sum of not less than FIFTY THOUSAND (\$50,000) DOLLARS. The cost of the premium for said insurance shall be borne by the Lessee and said policy

certificate that the same has been issued shall be delivered to the Lessor within three (3) weeks after the execution of this agreement.

IN WITNESS WHEREOF, the CITY OF PROVIDENCE has caused these presents to be executed in duplicate and its corporate seal to be hereunto affixed by JOSEPH A. DOORLEY, JR., its Mayor, duly authorized by vote of its Council, and *Allen D. Thornberry*, President of MT. HOPE DAY CARE CENTER, INC., has hereunto set his hand and seal the day and year first above written.

In the presence of:

CITY OF PROVIDENCE

BY *Joseph A. Doorley, Jr.*
MAYOR

MT. HOPE DAY CARE CENTER, INC.

William E. Smith
STATE OF RHODE ISLAND
PROVIDENCE, SC.

BY *Allen D. Thornberry*

In the City of Providence, on the *28th* day of *May* A.D. 1974, then personally appeared before me the above-named JOSEPH A. DOORLEY, JR., Mayor of the City of Providence, to me known and known by me to be the person executing the foregoing instrument on behalf of the City of Providence, and he acknowledged said instrument by him executed to be his free act and deed individually and as Mayor of the City of Providence.

Steven S. Sabar
NOTARY PUBLIC
Notary Public

STATE OF RHODE ISLAND
PROVIDENCE, SC.

In the City of Providence, on the *17th* day of *May* A.D. 1974, then personally appeared before me the above-named *Allen D. Thornberry, President*, of Mt. Hope Day Care Center, Inc., to me known and known by me to be the person executing the foregoing instrument on behalf of Mt. Hope Day Care Center, Inc., and he acknowledged said instrument by him executed to be his free act and deed individually and as *President*, of Mt. Hope Day Care Center, Inc.

Sam O. Buzgali
NOTARY PUBLIC

CORRECT IN FORM AND SATISFACTORY TO ME.

Louis A. Massaro
CITY SOLICITOR

July 24, 1979

Karen Schwieger, Executive Director
Mount Hope Day Care Center, Inc.
421 Hope Street
Providence, Rhode Island 02906

Dear Ms. Schwieger,

Enclosed is certified copy of Resolution Number 633,
approved July 13, 1979 the same being self explanatory.

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

Very truly yours,

Rose M. Mendonca,
City Clerk.

RMM/mat

THIS INDENTURE OF LEASE made and executed this *23rd*
day of *January*, A.D. *1980* ~~1979~~, by and between the CITY OF PROVIDENCE,
a municipal corporation, created by the General Assembly of
the State of Rhode Island, hereinafter referred to as the
LESSOR, and MT. HOPE DAY CARE CENTER, INC., a Rhode Island
corporation, hereinafter referred to as the LESSEE:

W I T N E S S E T H:

The LESSOR, in consideration of the rents and charges
hereinafter reserved, doth hereby grant, demise and lease unto
the Lessee, subject to the conditions, reservations and coven-
ants hereinafter specified:

That certain lot or parcel of land with
all the buildings and improvements thereon
situated on the northwesterly corner of
Montague and Hope Streets in the City and
County of Providence, State of Rhode Island,
laid out and designated as Lot No. 155 on City
Assessor's Plat 8, as said plat was con-
stituted on December 31, 1968.

Said parcel is further described as the former
Montague Street School, with the land adjoining
the same.

TO HAVE AND TO HOLD said premises for a term of FIVE
(5) years, beginning April 1, 1979 and ending March 31, 1984,
at an annual rental of ONE (\$1) DOLLAR, payable in advance
at the office of the City Collector of the City of Providence,
City Hall, Providence, Rhode Island.

Said lease is subject to the existing tenancy of the
American Legion Post, presently occupying a portion of the
leased building formerly called the Montague Street School.

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:

1. That the Lessee, paying the rent and charges hereby
reserved and performing and observing the covenants of the
Lessee herein contained, may peaceably hold and enjoy said premises
during said term without any lawful let or hindrance by the

Lessor or any party claiming by, through or under the Lessor, except as herein provided.

2. The Lessee hereby covenants and agrees with the Lessor as follows:

(a) That it will pay to the Lessor the said specified rent at the times and in the manner herein provided.

(b) That it will use the demised premises solely and exclusively for purposes in conjunction with its activities, to wit, a day care center, and shall make no charge for the use of the premises as a polling place.

(c) That in case of any failure on the part of the Lessee 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 thirty (30) days after notice in writing by the Lessor to the Lessee, the Lessor, by any agent duly authorized shall be at liberty to declare this lease at an end and may thereupon enter upon 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 any damages 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.

(d) That it will quit and surrender the demised premises at the end of the term aforesaid, and extensions thereof in as good a state and condition as received, reasonable wear and tear and damage by fire or by the elements or other causes not within its control excepted; provided, however, that any equipment or improvements which may be placed in or upon the demised premises by the Lessee, other than fixtures or permanent additions to the freehold, shall remain its property. And it shall have the right to remove the same at any time during the term hereof or within thirty (30) days after the expiration of this lease or any extension thereof, leaving the premises in good repair and

condition, reasonable wear and tear excepted.

(e) That it will promptly comply with all lawful requirements of the various governmental authorities, municipal, state or national, having jurisdiction over the demised premises, with respect to the manner in which it uses the same.

(f) That it will not do or permit any act or thing on the demised premises that shall be unlawful or create a nuisance.

(g) That it will not assign this lease nor sublet the whole or any part of said premises, except with the approval of the LESSOR acting by and through such official body, committee or commission as shall exercise jurisdiction over the premises and, in all cases, with the approval of the Mayor.

(h) That it will pay during the term of said lease all charges against the demised premises for water used by the Lessee.

(i) That it will make all repairs which shall be reasonable and necessary to maintain the interior and exterior of the premises hereby demised.

(j) That it will maintain adequate fire, extended coverage, and public liability insurance on the demised premises and adjoining land.

The Lessee further agrees that it will maintain the landscaping of the premises.

3. The Lessee and Lessor mutually covenant and agree as follows:

(a) That in case at any time during the continuance of this lease the premises herein demised are taken or required for public or municipal purposes by the Lessor or by the State or Federal Government, then and in that event, the Lessor may terminate this lease by written notice given to the Lessee thirty (30) days prior to the termination date specified in said written notice.

In the event of such termination, the Lessee shall and will at the termination date specified, peaceably yield up to the

Lessor the premises aforesaid, and, prior to said termination date, or within thirty (30) days thereafter, said Lessee, at its own expense, will remove all equipment and other improvements placed by it in said demised premises, and which remain its property under the terms of this lease. And such equipment or improvements not so removed shall, at the option of the Lessor, be and become its sole property.

PROVIDED, HOWEVER, that if the Lessor notifies the Lessee to remove said equipment or improvements, and the Lessee fails and neglects to so remove them, then the Lessor, upon notice to the Lessee may proceed to do so and said Lessee shall be liable to the Lessor for the expenses and charges incurred in the work of removal; and provided further, that in the event of such termination, the Lessee shall not claim nor be allowed any damages, reimbursement or recovery of any kind by reason of the cancellation of this lease or the taking of the land, or the taking of the equipment or improvements on the premises because of failure of the Lessee to remove the same.

(b) That the provisions of this lease shall bind and shall enure to the benefits of the parties hereto and their respective successors and assigns.

4. The Lessee agrees to indemnify, protect and save harmless the Lessor from and against all demands, claims, actions, costs, expenses or losses resulting from any and all personal injuries or property damage sustained by any person or persons on or about the premises; and for that purpose, the Lessee agrees to apply for and cause to be issued a surety company public liability insurance policy either in the name of the Lessor or the Lessee. Such insurance policy shall be issued by a reputable surety and indemnity company licensed to do business in the State of Rhode Island, and shall be in the sum of not less than FIFTY THOUSAND (\$50,000) DOLLARS. The cost of the premium for said insurance shall be borne by the Lessee and said policy

certificate that the same has been issued shall be delivered to the Lessor within three (3) weeks after the execution of this agreement.

IN WITNESS WHEREOF, the CITY OF PROVIDENCE has caused these presents to be executed in duplicate and its corporate seal to be hereunto affixed by VINCENT A. CIANCI, JR., its Mayor, duly authorized by vote of its Council, and

of MT. HOPE DAY CARE CENTER, INC., has hereunto set his hand and seal the day and year first above written.

In the presence of:

CITY OF PROVIDENCE

By Vincent A. Cianci, Jr.
MAYOR

MT. HOPE DAY CARE CENTER, INC.

BY Dina M. Gross

Whitley Parkin
STATE OF RHODE ISLAND
PROVIDENCE, SC.

In the City of Providence, on the 23rd day of January A.D. 1979, then personally appeared before me the above-named VINCENT A. CIANCI, JR., Mayor of the City of Providence, to me known and known by me to be the person executing the foregoing instrument on behalf of the City of Providence, and he acknowledged said instrument by him executed to be his free act and deed individually and as Mayor of the City of Providence.

Frank Mantz
NOTARY PUBLIC

STATE OF RHODE ISLAND
PROVIDENCE, SC.

In the City of Providence, on the 23rd day of January A.D. 1979, then personally appeared before me the above-named Dina M. Gross of MT. HOPE DAY CARE CENTER, INC., to me known and known by me to be the person executing the foregoing instrument on behalf of MT. HOPE DAY CARE CENTER, INC., and he acknowledged said instrument by him executed to be his free act and deed individually and as President, of MT. HOPE DAY CARE CENTER, INC.

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NOTARY PUBLIC

CORRECT IN FORM AND SATISFACTORY TO ME

Paul H. Glantz
CITY SOLICITOR

Com. Expires June 30, 1981

CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No.

633

Approved:

July 13, 1979

RESOLVED, That His Honor, Mayor Vincent A. Cianci, Jr., is authorized to execute a lease with the Mount Hope Day Care Center, Inc., of that certain lot or parcel of land with all buildings and improvements thereon, formerly occupied by the Montague Street School, for a term of five years beginning on April 1, 1979 and ending March 31, 1984, subject to tenancy of the American Legion Post, presently occupying a portion of the said former school building, and such other terms and conditions that may be imposed by His Honor the Mayor and the City Solicitor.

A true copy,
Attest.

Rose M. Mendonca

Rose M. Mendonca,
City Clerk.

CITY SOLICITOR
RONALD H. GLANTZ



MAYOR
VINCENT A. CIANCI, JR.

LAW DEPARTMENT

February 20, 1980.

City Controller,
City Hall,
Providence, R.I.

Dear Sir:

Enclosed please find Original Lease dated January 23, 1980,
which we have this day received from Mt. Hope Day Care
Center, Inc.

This Lease is in accordance with Resolution No. 633, Approved
July 13, 1979.

Very truly yours,

JOHN ROTONDI, JR.,
DEPUTY CITY SOLICITOR

JR:RAF

ENC.

cc: City Clerk