

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2016-177

Council Meeting Date: 05-23-2016

Date Adopted: 05-23-2016

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND MAXIMILIAN PELZMANN FOR PUBLIC ART SCULPTURE

Councilperson Madden submitted the following resolution, which was duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between the Borough of New Providence and Maximilian Pelzmann for a public art sculpture for display within the Borough, in the form attached hereto and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

BE IT FURTHER RESOLVED, funding for the project is made available through fundraising and donations.

APPROVED, this 23<sup>rd</sup> day of May, 2016.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 23<sup>rd</sup> day of May, 2016.

Wendi B. Barry, Borough Clerk

**THE BOROUGH OF NEW PROVIDENCE  
AND THE NEW PROVIDENCE PUBLIC ART COMMITTEE  
LETTER OF AGREEMENT FOR THE DISPLAY OF PUBLIC ARTWORK.**

**THIS AGREEMENT FOR THE DISPLAY OF PUBLIC SCULPTURE** (the "Agreement") is made by and between the Borough of New Providence, 360 Elkwood Avenue, New Providence, New Jersey 07974, and Maximilian Pelzmann (the "Artist") located at Mana Contemporary, Suite # 415, 888 Newark Avenue, Jersey City, NJ. The Agreement is effective as of its date of execution.

**WHEREAS**, New Providence Public Art, an Advisory Committee to the Borough Council wishes to display public sculpture in the Borough of New Providence that will be viewed by members of the public;

**WHEREAS**, the sculptures will be displayed on the front lawn of the Allen W. Roberts Elementary School, 80 Jones Drive, New Providence; which has been authorized by the New Providence Board of Education.

**WHEREAS**, Artist Maximilian Pelzmann, has certain works, which are his property, that the Artist wishes to display at the Borough of New Providence;

**WHEREAS**, both Parties recognize that said works will be displayed for a period of at least one year, but no more than two years without express authorization from the New Providence Board of Education and the Borough of New Providence. If notice is given to the Artist that the sculptures must be removed following the two year period, the Artist shall have 60 days to remove the sculptures. If the artwork is not removed in that period, the Borough reserves the right to remove and dispose of said sculptures.

**NOW, THEREFORE**, the Parties agree to the following:

The Artist agrees to provide certain works as identified on Attachment "A" hereto (the "Artwork") for display within the Borough of New Providence. The Parties agree that Attachment "A" shall serve as *the acknowledgment of the Parties of the artwork NPPA for display* and must be signed by each Party prior to display. Artist shall display the *Artwork* beginning on or around June 1, 2016 for the fee of \$0.00.

New Providence Department of Public Works and the Board of Education will offer assistance as requested by the Artist, but assumes no responsibility for the *transportation, installation or removal* of the *Artwork*. However, The Artist retains responsibility for transporting, installing and removing the *Artwork*, and installation *and removal* of same.

*In consideration of the right to display the Artwork, Artist releases and gives up any and all claims, demands, liabilities, damages, actions and causes of action of any kind or nature whatsoever for any damage to the Artwork incurred during the transportation, installation and removal of the Artwork. The Borough of New Providence will also hold the Artist harmless against any claims of injury and/or liability concerning the exhibited artwork.*

The placement of the aforementioned *Artwork* shall be *at a location* as directed by NPPA.

The Borough of New Providence will be liable for the cost of any damage to the *Artwork* during the display period up the value of the *Artwork as set forth in Attachment A*. The Board of Education shall not be liable if damage occurs while displayed on their property. If the Artist claims that the *Artwork* has been damaged to its full value, ownership of the *Artwork* shall be transferred to the Borough of New Providence *upon payment being made to the Artist of such value*.

\_\_\_\_\_  
Mayor Al Morgan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
David Hasenkopf, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Maximilian Pelzmann

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

ATTACHMENT A

<u>ITEM NAME</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
1. M Canopy	High Density Recycled Foam Core coated with 1.5 tons of reinforced concrete	\$19,000
2. I Hear You	High Density Recycled Foam Core coated with 1.5 tons of reinforced concrete	\$24,500