

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2017-314

Council Meeting Date: 01-04-2018

Date Adopted: 01-01=2018

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND ROBERT P. HILL FOR PUBLIC ART SCULPTURE - MARJAN CORAL

Councilperson Kapner 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 Robert P. Hill for 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 4<sup>th</sup> day of January, 2018.

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 4<sup>th</sup> day of January, 2018.

Wendi B. Barry, Borough Clerk

Sales Contract: Agreement of Transfer of Work of Art

Agreement made as of the 5th day of January, 2018 between Robert P Hill (herein after referred to as "the Artist") representing Bob Hill Sculpture, LLC, located at 47 Greenbriar Dr, Summit, NJ 07901 and Borough of New Providence (herein after referred to as "the Buyer"), located at 360 Elkwood Avenue New Providence, NJ 07974, with respect to the sale of a stainless steel wall sculpture, drawing attached referred to as "Marjan Coral" (herein after referred to as "the Work").

WHEREAS, the Artist has designed the Work and has full rights, title, and interest therein; and

WHEREAS, the Artist wishes to sell the Work; and

WHEREAS, the Buyer has viewed the schematic drawing of the Work (attached) and wishes to purchase it;

NOW THEREFORE, in condition of the foregoing premises and the mutual obligations, covenants, and conditions hereinafter set forth, and other valuable considerations, the parties hereto agree as follows:

1. Description of the Work. The Artist describes the Work as follows:

Title: Marjan Coral

Medium: stainless steel, 14 Elements, with connections, in several sections

Size: Outside dimensions approximately 7 feet by 9 feet

2. Sale. The Artist hereby agrees to sell the Work to the Collector. Title shall pass to the Buyer at such time as full payment is received by the Artist pursuant to Paragraph 4 hereof.

3. Price. The Collector agrees to purchase the Work for the agreed upon price of \$ 1,500 and shall also pay any applicable sales taxes and costs of shipping and insurance. Buyer shall provide transportation to the installation site.

4. Payment. Payment of \$ 300 shall be made upon the signing of the Agreement, with the remainder payable upon delivery of the Work in New Providence, NJ.

5. Installation. The Artist agrees to provide advice regarding the installation of the Work and assistance to the New Providence DPW, but will not be responsible for or liable regarding such installation.

6. Copyright and Reproduction. The Artist reserves all reproduction rights, including the right to claim statutory copyright, in the Work. The Work may not be reproduced in any manner without the express, written consent of the Artist.

7. Risk of Loss and Insurance. The risk of loss or damage related to the Work and the provision of any insurance to cover such loss or damage shall be the responsibility of the Buyer.

8. Maintenance. The Work will require little maintenance but the Buyer agrees to regularly clean the Work and make regular inspections to determine if it has been damaged or needs repair, in which case the Artist will be notified and consulted.

9. Miscellany. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of any breach of any of the provisions of the Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date set forth above.

BUYER'S SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

New Providence, NJ

ARTIST'S SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

Bob Hill Sculpture, LLC

Marjan Coral Prototype: