

A-1507
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GOODS AND WARES REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of the date set forth below by and between the City of Atlantic City (the "City"), having an address at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 and SEA VIEW FASHION LLC (the "Licensee"), having an address at 1717 Boardwalk, Atlantic City, NJ 08401.

WHEREAS, the City is a municipal corporation of the State of New Jersey, owning and controlling certain real property within its territorial limits, including that certain real property known as the Boardwalk and in particular that portion of the Boardwalk located between Avenue and adjacent to Lot 18 in Block 47, (the "City Property"); and

WHEREAS, the Licensee owns or leases certain real property (the "Licensee Property") directly adjacent to the City Property and operates a business which sells goods and wares to the public at that location; and

WHEREAS, as permitted by Section 222-26 et seq of the Atlantic City Code, the Licensee wishes to display goods and wares for its patrons in certain portions of the City Property adjacent to the Licensee Property (the "Licensed Area"); and

WHEREAS, the City desires to grant a License to the Licensee to use the Licensed Area to display, advertise their goods and wares and to improve their business by providing a convenience to their patrons as permitted by the City Code.

NOW, THEREFORE, in order to carry out the intent as expressed above, and in consideration of the payment of \$5.00 per linear foot 17.5 (\$87.5) and the mutual covenants herein contained, the City and the Licensee hereby agree and covenant as follows:

PURPOSE

1. The City hereby grants a Revocable License to the Licensee to use the Licensed Area to display equipment for the purpose of the display of goods and wares from Licensee's adjacent establishment to its patrons.

LICENSED AREA

2. All displays must be in strict accordance with the rules and regulations in §226-26.1. Any display equipment and goods and/or wares shall not impair the free and uninterrupted passage of persons along said Boardwalk. Display Equipment and/ or goods and/ or wares shall not extend beyond the area licensed by the City of Atlantic City. The license area shall not be more than four feet wide from the exterior property line of the adjoining subject property of the retail business establishment into the Boardwalk right of way. The license area shall be bounded on both sides by the extension of the limits of the interior lease which ends at the interior walls of the commercial unit. The line of the interior wall will extend onto the Boardwalk on both sides to create the side boundaries of the 4' wide license area. Merchants may not display goods and wares prior to receiving an approved, executed license from the City of Atlantic City.

PERMITTED STRUCTURES

3. All equipment, goods and wares placed, erected and/or maintained within the Licensed Area of the First Ribbon, (hereinafter the "Permitted Structures") shall strictly conform to the plans, description and/or design submitted to and approved by the Division of Planning, or any amendments or supplements thereto as required and approved by the Director of Planning. Said attachments and any required or approved amendment(s) are hereby made a part of this agreement as if fully set forth herein. No structure, equipment or

improvements shall be erected upon the licensed area unless approval therefore has been received by the Licensee in writing by the Planning Division. All displays must be erected and maintained in strict accordance with the rules and regulations in §226-26.1 Section C (20) a through i.

SPECIFIC CONDITIONS OF USE

4. The within License is expressly subject to the following conditions:

a. All display equipment and/or goods and wares are only temporary.

No permanent structures are permitted.

b. All display equipment and/or goods and/or wares must be adequately anchored to prevent movement, toppling, falling as to create a hazard to the public.

c. Any display equipment and/or goods and/or wares in the Licensed Area shall not impair the free and uninterrupted passage of persons, rolling chairs and/or trams along said Boardwalk.

d. The privileges afforded herein may be suspended by the Mayor of the City of Atlantic City, the Chief of Police, the Chief Engineer of the Fire Department, the Director of Emergency Management or the Director of Health and Human Services in the event of a parade or a weather or other emergency with or without notice in the interests of public health and safety.

e. This Revocable License shall terminate and be of no effect and the Licensed Area shall revert back to the City if the Licensee or its successors fails to properly maintain the Licensed Area or the Permitted Structures in the reasonable judgment of the City. Said maintenance shall include a responsibility on the part of the licensee to keep both the Licensed Area and the perimeter around the Licensed Area clean and free from debris. In the event of failure of these responsibilities, within forty eight (48) hours of written notice from the City to the Licensee, the Permitted Structure

shall be removed by the Licensee or its successors, at its own expense, or thereafter the City, at the City's discretion, may remove the Permitted Structure and the City, its agents, servants, and employees shall bear no responsibility or liability for damage caused to the Permitted Structures or adjoining structures by such removal, and the City shall receive the reasonable cost for such removal from the Licensee or its successors.

f. No signs, banners, logos, emblems, advertisements or the like, not specifically approved by the Atlantic City Division of Planning or the appropriate City land use board, shall be placed in the Licensed Area or upon the Permitted Structures.

g. Under no circumstances shall the Permitted Structures exceed the perimeter of the Licensed Area allowed under the code nor shall the Permitted Structures be expanded or embellished without the express permission of the City Division of Planning. The Licensee may, with the approval of the City Division of Planning, reduce the size of the Permitted Structures from that which is described in plans and specifications referred to in paragraph 2 herein, so long as the design of the reduced structure is consistent with such plans and specifications. Such reduction in size shall not affect any other terms, conditions or requirements of this Agreement. In no event shall anything be placed within the Licensed Area which is different in design from that which is described in plans and specifications referred to in Paragraph 2 herein, without the approval of the Division of Planning.

h. The Permitted Structures shall at all times be maintained by the Licensee or Licensee's designee at the Licensee's (or designee's) sole cost and expense in accordance with Section 222-26 of the Atlantic City Code. No placement of display equipment and/or goods and wares are permitted on the Boardwalk between the hours of 12: 00 midnight and 6: 00 a.m. In addition, equipment and/ or goods and wares must be

removed from the boardwalk within one hour after the close of the adjacent retail business establishment and may not be set up prior to one hour before the retail business establishment opens for business. The display equipment and/or goods and/or wares shall be permitted under the conditions outlined herein seasonally, from March 1 through November 10.

- i. The Permitted Structures must be in accordance with §226-26.1

Section C (20) items a through i:

- a. The display of retail merchandise may include goods hung on hangers on racks or displayed on tables, provided that the outdoor display is orderly and provides adequate vertical and horizontal clearances for public safety.

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- b. Maximum heights: display table and/or storage containers: 32 inches, display racks and/or shelving: 48 inches.

- c. Portable sandwich sign size: Maximum sign width: two feet -six inches; Maximum height: four feet above Boardwalk surface; Maximum sign area: 9 square feet; Portable sign area is in addition the maximum sign area permitted for the building.

- d. A seven -foot minimum vertical clearance above the surface of the boardwalk is required along with a five-foot minimum horizontal clearance where the area must open for access to allow adequate ingress and egress from the establishment.

- e. An outdoor display area on the adjoining building front is permitted with a maximum height of 10 feet above the surface of the boardwalk.

- f. A six-inch maximum projection out from the building is permitted for

merchandise hanging on the exterior of the building front provided the merchandise is under cover as described above. All merchandise must be properly secured so not to be a falling hazard.

g. No merchandise or structures/ apparatus are to be attached to or hanging on the doors, or hanging from awnings, or hanging from signage. No merchandise is permitted to hang from: roof overhangs, canopies, marques, open, closed, or retracted security gates, or mechanism/apparatus of security gates and similar structures. No merchandise is permitted in exterior covered alcoves, vestibules, or exterior foyers within the five-foot wide clearance access path in and out of the adjoining store.

h. The storage of equipment not directly related to the purpose of the display of goods and wares is not permitted on the Boardwalk.

i. All business exteriors shall maintain an uncluttered, safe, and clean appearance.

GOVERNMENTAL APPROVALS

5. All appropriate local, state and federal approvals or permits shall be obtained by Licensee or its agents, prior to erecting the Permitted Structures.

REVOCATION

6. The City retains the right, at any time, upon forty-eight (48) hours notice from the City to the Licensee, to revoke this License, in part or in its entirety, and to require that the Permitted Structures or any structure existing at the time of such notice, be removed from the City's right of way described hereinabove. If, at the expiration of the said forty-eight (48) hours notice period, the Licensee fails to remove such structure, the City may remove such structure and receive reimbursement from the Licensee or its successor, for the reasonable costs of such removal. Should the City remove the Permitted Structures pursuant to the terms of this paragraph, the City and its agents,

servants, and employees shall bear no responsibility or liability for damage caused to the Permitted Structure or adjoining structures, during such removal process.

INSURANCE

7.

- a. Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensee, which insures all operations of the Licensee contemplated by this Agreement, the contractual assumption of liability reflected by this Agreement and names the City, it's elected or appointed officials, officers, employees and agents as an Additional Insureds for General Liability including Products/Completed Operations and Contractual Liability. Such General Liability insurance shall be written with minimum limits of liability of \$1,000,000 per Occurrence Combined Single Limit for Bodily Injury, Property Damage, including Products/Completed Operations Liability and \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations aggregate. If the General Liability coverage for this license location is included in a policy that covers other operations or locations, the General Aggregate shall apply separately to this licensed location.

All policies required under this agreement shall be issued by a carrier authorized to provide this insurance in New Jersey and have a minimum AM Best Rating of A-VIII.

- b. LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with

respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The Coverage A limit is Statutory and the Coverage B limit shall be no less than \$500,000.

This insurance shall apply to all Sole Proprietor, Partner or LLC Member and the certificate of insurance must state they are not excluded.

c. The LICENSEE shall include a waiver of subrogation in favor of the City for all policies listed in Section 7a. This does apply to Workers' Compensation if allowed by State law.

d. Certificates of all such insurance shall be provided to the LICENSOR at least 14 days prior to the commencement of this license agreement and shall be subject to approval by the City's Risk Manager, such approval not to be unreasonably conditioned, withheld or delayed. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the CITY. Should the said policy be renewable on an annual, semiannual or other basis, the Licensee shall have a continuing obligation to provide proof to the City of such insurance coverage. Certificate holder address to the City of Atlantic City, Office of Risk Management, 1301 Bacharach Blvd., Suite 707, Atlantic City, NJ 08401.

SUBJECT TO LAW

8. The Licensee and this License Agreement are subject to all Federal and State laws and the Ordinances of the City of Atlantic City as they now exist or may be hereafter adopted or amended and the Resolutions of the City now in effect or which may be hereafter passed and adopted.

INDEMNIFICATION

9. As a condition hereof, the Licensee and its successors and assigns agree and are bound to hold the City harmless and to defend the City against any and all claims for damages, costs and expenses to persons or property that may arise out of or be occasioned by use, occupancy, and/or maintenance of the aforementioned Permitted Structure, any loss within the Licensed Area, or from any act or occasion by any representative, agent, customer or employee of the Licensee. It is the intention of this paragraph on the part of the Licensee and a condition of this License that this paragraph shall serve as a full and total indemnification against any kind or character of claim whatsoever that may be asserted against the City by reasons of, or as a consequence of having granted this License.

BINDING EFFECT

10. This License Agreement shall be binding upon the heirs, assigns, and/or successors in right, title or interest of the parties to this Agreement.

RECORDATION

11. This License Agreement may not be recorded by the Licensee.

EFFECTIVE DATE AND TERM

12. This License Agreement is effective as of the date of the signature below. Unless revoked in accordance with the terms herein, this License shall be valid until November 10th of the year in which it is executed.

13. **This license is contingent on the submission to the Division of Planning of:**

- **Hand drawing detailing permitted improvements**
- **Cover Letter from applicant completed and signed**
- **A sample of all proposed display equipment and / or goods and / or wares**
- **An appointment with a Zoning Officer and a Boardwalk Division Employee to meet at the business establishment to place markers on the boardwalk, four feet from the**

exterior property line. These cannot be removed or replaced without authorization. NO ITEMS WILL BE PLACED ON THE BOARDWALK WITHOUT THE MARKERS. These markers will demarcate the limits of the license area on the Boardwalk for use by the owner and/or operator of the retail business establishment and enforcement officials.

- **Certificate of Insurance**
- **Copy of New Jersey Business Registration Certificate**
- **After approval of the License Agreement by the City, please submit pictures of the licensed area with improvements in place.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
the day and year first below written.

ATTEST:

CITY OF ATLANTIC CITY

Paula Geletei
Paula Geletei, City Clerk

Marty Small Sr.
Hon. Marty Small Sr., Mayor

Date: 5/21/2025

Planning Approval

Date: 5/16/25

By: Jacques A. Howard
Jacques A. Howard
Planning Director

Witness Signature

Tamour Maqsood
By Licensee:

Date: _____

TAMOUR MAQSOOD
Print Name:

OWNER / OPERATOR
Title:

Date: 05/08/2025

The within Agreement is approved as to form and execution.

By: Jack Berenato
Asst City Solicitor JACK BERENATO

Date: 05/16/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|---|--|--|--|---------------------------------------|
| PRODUCER Mehta Insurance Agency, LLC 175 West Absecon Blvd., Suite #12 | | CONTACT NAME: Sunil Mehta PHONE (A/C, No., Ext): (609) 872-1369 E-MAIL ADDRESS: smehta@miagency.com | | FAX (A/C, No.): (609) 872-1370 |
| ABSECON NJ 08201-2403 | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Seaview Fashion LLC dba Seaview Fashion 1717 Boardwalk Atlantic City NJ 08401 | | INSURER A: ACCREDITED SURETY AND CASUALTY COMPAN | | |
| | | INSURER B: | | |
| | | INSURER C: | | |
| | | INSURER D: | | |
| | | INSURER E: | | |
| | | INSURER F: | | |

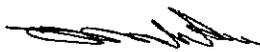
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|-------------------------------------|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | Y | 1ABPNJ05133831500 | 05/01/2025 | 05/01/2026 | EACH OCCURRENCE | \$ 1,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | | | \$ 50,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PRODUCTS - COMP/DP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | | | | | | | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

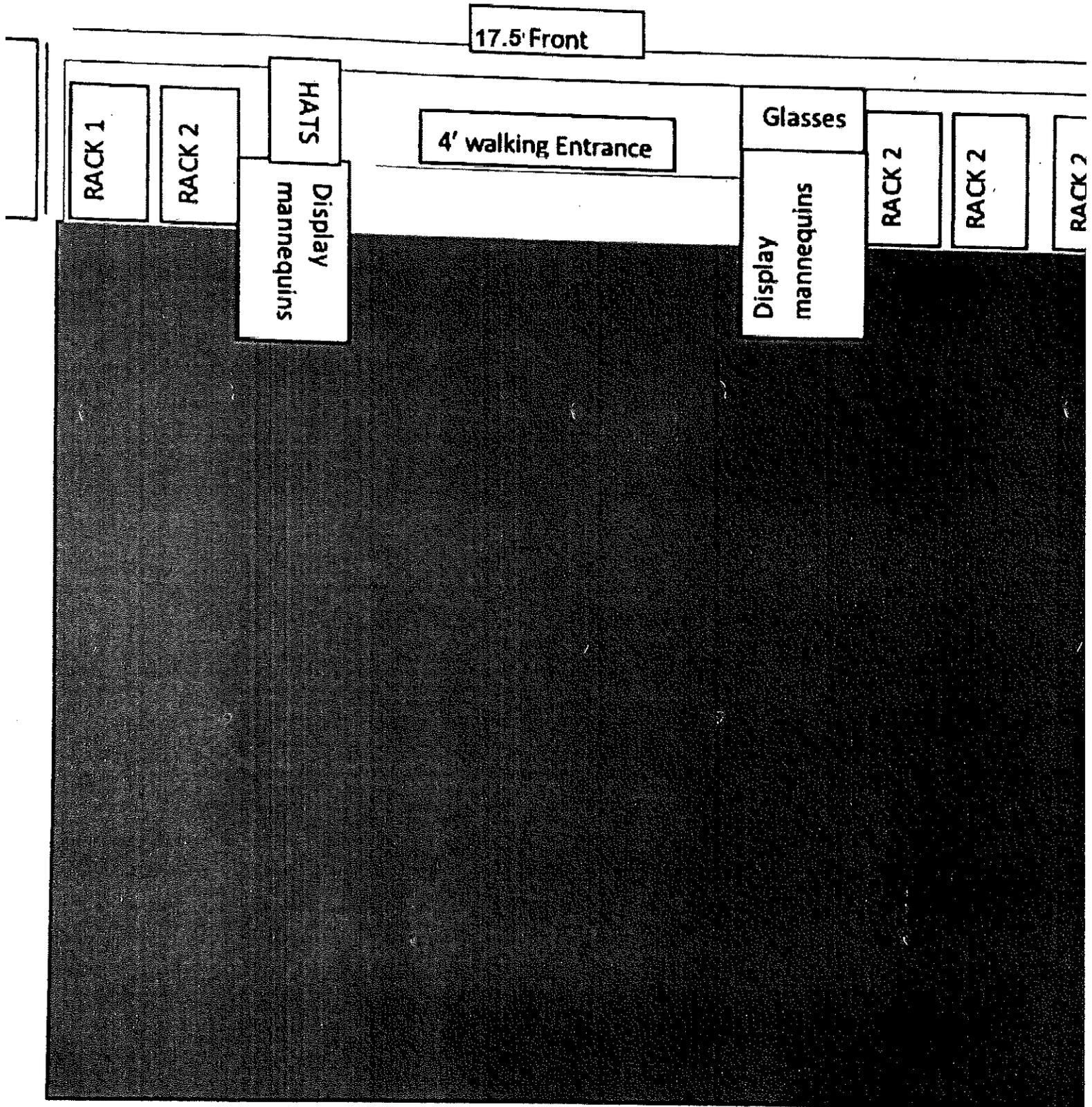
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Clothing Store

| | |
|--|--|
| CERTIFICATE HOLDER City of Atlantic City, Office of Risk Management 1301 Bachrach Blvd Ste 707 Atlantic City NJ 08401 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

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SEAVIEW FASHIONS



17.5' Front

RACK 1

RACK 2

HATS

Display
mannequins

4' walking Entrance

Glasses

Display
mannequins

RACK 2

RACK 2

RACK 2



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

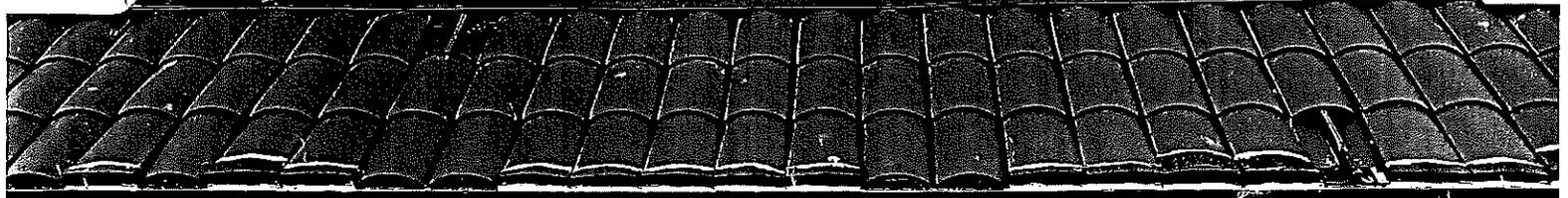
Taxpayer Name: SEAVIEW FASHIONS LLC
Trade Name:
Address: 1717 BOARDWALK
ATLANTIC CITY, NJ 08401
Certificate Number: 2585143
Effective Date: May 10, 2021
Date of Issuance: May 30, 2024

For Office Use Only:
20240530142418501

SEAVIEW FASHIONS
Custom Printed T-Shirts & Hoodies,
E-Hookah, Tobacco, BEACH Shoes,
Bathing Suits, Umbrellas,
Chairs



1717 Boardwalk





COMPLETE PHOTO OF STORE FRONT 1717 BOARDWALK

05/08, 2025

City of Atlantic City
Division of Planning
1301 Bacharach Boulevard
City Hall - Suite 508
Atlantic City, New Jersey 08401

OSPREY INTERNATIONAL LLC
1635 BOARDWALK
ATLANTIC CITY, NJ 08401-7012

1183
55-760/0312
332

Date 5/8/2025

Pay to the Order of City OF Atlantic city \$ 87.50

Eighty seven DOLLARS & Eight Cents only

PNC BANK
PNC Bank, N.A. 060

For Store Front 1717 Boardwalk A/C 08401 Jordan

⑆03⑆207607⑆ 8136699144⑆ 1183

Revocable License for Boardwalk Goods & Wares, Applicant Cover Sheet

To Whom It May Concern:

My name is TAMOUR MAQSOOD and my home address is 4- ADMAS Road E.H.T N.J 08234

and my phone number is 609-742-5855 (cell) 609-742-5855

My email address is ssmjan@yahoo.com

I operate a business located at 1717 BOARDWALK A/C N.J 08401 (address of business)

which is known as SEA View Fashions LLC (name of business).

I hereby request that the City receive this letter as an application for a Revocable License Agreement or Revocable License Agreement Extension to allow me to have Merchandise Display Goods & Wares on the Boardwalk in front of my business.

I understand this revocable license is contingent an appointment with a Zoning Officer and a Boardwalk Division Employee to meet at the business establishment to place markers on the boardwalk, four feet from the exterior property line. I will abide by all of the regulations in Section 222-26 of the City Code.

I understand that should I, TAMOUR MAQSOOD, not comply with the 4 four feet measurement I will accept and pay the fines and charges that will incur due to non-compliance and this license will be revoked.

If granted, this service will enhance the Boardwalk experience for residents and visitors alike.

Yours truly,

TAMOUR MAQSOOD
Printed Name

Tamour Maqsood
Signature

Ordinance

Ordinance No. 21

OF THE
CITY OF ATLANTIC CITY, N.J.

Date..3-22-2023...
Date to Mayor..4-20-2023..

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor/ Jack Berenato

Director of Planning & Development/s/ Jacques Howard

Prepared by the City Solicitor's Office

Council Members ALL COUNCIL Present the following Ordinance:

AN ORDINANCE AMENDING CHAPTER 222, ARTICLE III SECTION 26 OF THE CODE OF THE CITY OF ATLANTIC CITY, WHICH REGULATES THE DISPLAY OR PLACEMENT OF GOODS AND WARES ON STREETS, HIGHWAYS AND SIDEWALKS

WHEREAS, the City Council of the City of Atlantic City is charged with the obligation and responsibility to preserve and advance the public health, welfare and safety of the citizens of Atlantic City, including the free and uninterrupted passage of persons over and along City streets, highways and sidewalks; and

WHEREAS, City Code, Chapter 222, Article III, Section 26, states no person shall place, deposit, display, exhibit or offer for sale his, her or their goods, wares or merchandise upon the streets, boardwalks, highways or sidewalks of the City of Atlantic City so as to obstruct the free and uninterrupted passage of persons over and along the full width of said streets, highways and sidewalks; and

WHEREAS, City Council wishes to amend Chapter 222, Article III, Section 26 to add a Section 26.1. Placemenet of goods and wares on Boardwalk, which would permit retail business establishments with storefronts on the Boardwalk to place display equipment for the purpose of the display of goods and wares(merchandise) on the Boardwalk; and

WHEREAS, City Council is proposing the Amendment, to allow the display of merchandise on the Boardwalk, in response to request from the Boardwalk Merchants and has agreed to allow goods and wares to placed/displayed on the Boardwalk subject to the conditions and requirements set forth in Section 222-26.1 for the year 2023; and

WHEREAS, City Council has agreed to allow the display of merchandise on the Boardwalk pursuant to 222-26.1 for a trial period only and will, after the spring, summer and fall seasons, fully evaluate the conditions related to the cooperation of the participating retail business establishments, the level of conformity and the overall appearance, cleanliness and safety concerns related to the free and uninterrupted passage of persons on the Boardwalk.

WHEREAS, this matter was considered by City Council's Planning and Development Committee on March 8, 2023; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Atlantic City that Chapter 222, Article III, Section 26 of the Atlantic City Code be and is hereby supplemented and amended to add Section 26.1 as follows:

SECTION 1. Proposed § 222-26.1. Placement of goods and wares on Boardwalk.

- A. Purpose and intent: The purpose is to provide an opportunity for retail business establishments with storefronts on the Boardwalk to place display equipment for the purpose of the display of goods and wares, and goods and wares (merchandise) on the Boardwalk subject to conditions and requirements set forth herein as a temporary trial for the 2023 season only. It is expected, and required, that all display equipment, goods and wares shall be placed in such a manner as not to block pedestrian access and shall be maintained in an uncluttered, safe, and clean appearance. After the spring, summer and fall season of 2023 there will be an evaluation of conditions related to the cooperation of the participating retail business establishments relating to conformance with requirements, level of non-conformity, relative overall appearance, cleanliness, safety concerns, impairment of pedestrian access, if any.
- B. No person shall place, deposit, display, exhibit or offer for sale his, her or their goods, wares or merchandise upon the Boardwalk of the City of Atlantic City so as to obstruct the free and uninterrupted passage of persons over and along the full width of the Boardwalk right-of-way.
- C. However, the foregoing subsection shall not prohibit a duly licensed retail business establishment from placing display equipment, goods and wares in front of said premises, subject to the following terms and conditions:
 - (1) Any display equipment and goods and/or wares shall not impair the free and uninterrupted passage of persons along said Boardwalk. Display Equipment and/or goods and/or wares shall not extend beyond the area licensed by the City of Atlantic City. The license area shall not be more than four feet wide from the exterior property line of the adjoining subject property of the retail business establishment into the Boardwalk right of way. The license area shall be bounded on both sides by the extension of the limits of the interior lease which ends at the interior walls of the commercial unit. The line of the interior wall will extend onto the Boardwalk on both sides to create the side boundaries of the 4' wide license area.
 - (2) No placement of display equipment and/or goods and wares are permitted on the Boardwalk between the hours of 12:00 midnight and 6:00 a.m. In addition, equipment and/or goods and wares must be removed from the boardwalk within one hour after the close of the adjacent retail business establishment and may not be set up prior to one hour before the retail business establishment opens for business.
 - (3) Any display equipment and/or goods and wares shall not extend beyond the Boardwalk store frontage of the particular retail business establishment.

- (4) The owner of any retail business establishment providing display equipment and/or goods and/or wares on the Boardwalk pursuant to this section must maintain the Boardwalk clear of all rubbish and litter. This duty is in addition to any and all other duties imposed on all retail business establishments by the Department of Health and/or any code enforcement agency having jurisdiction over such premises.
- (5) Privileges permitted under this section are specifically limited to the Boardwalk and do not extend to the Boardwalk ramps leading from streets to the Boardwalk, streets, or highways of the City of Atlantic City.
- (6) In addition of the penalty set forth at § 222-31 of the Code of the City of Atlantic City, upon a charge and finding of any violation of this section, the mercantile license of said retail establishment and/or the privileges provided by this section may be revoked. The administrative hearing officer having jurisdiction over violations of this section shall be the Director of Licensing and Inspections and/or his designee.
- (7) The privileges provided under this section are not intended to provide any license, easement or other property interests.
- (8) The display equipment and/or goods and/or wares shall be permitted under the conditions outlined herein seasonally, from March 1 through November 10.
- (9) All display equipment and/or goods and wares are only temporary. No permanent structures are permitted.
- (10) All display equipment and/or goods and/or wares must be adequately anchored to prevent movement, toppling, falling as to create a hazard to the public.
- (11) Any equipment and/or goods and/or wares shall not impair the free and uninterrupted passage of persons, wheelchairs, walkers, rolling chairs or trams along the Boardwalk.
- (12) The owner/operator of any retail establishment providing equipment and/or goods and/or wares on the Boardwalk pursuant to this section must maintain the license area free and clear of all rubbish and litter. This duty is in addition to any and all other duties imposed on all retail establishments by the Department of Health and/or any code enforcement agency having jurisdiction over such premises.
- (13) A sample of all proposed display equipment and/or goods and/or wares shall be submitted to the City prior to their placement on the Boardwalk. No equipment and/or goods and wares will be permitted without prior approval.
- (14) Privileges permitted under this section are specifically limited and may be suspended by the Mayor, the Chief of Police, the Chief Engineer of the Fire Department or the Director of Emergency Management in the event of a parade or a weather or other emergency with or without notice in the interests of public health and safety.

- (15) In addition of the penalty set forth at § 222-31 of the Code of the City of Atlantic City, upon a charge and finding of any violation of this section, the mercantile license of said retail establishment and/or the privileges provided by this section may be suspended or revoked. The administrative hearing officer having jurisdiction over the suspension or revocation of a mercantile license for violations of this section shall be the Director of Licensing and Inspections and/or his designee.
- (16) The privileges provided under this section are not intended to provide any easement or other property interests but may be supplemented by separate license agreement approved by City Council.
- (17) The licensee must obtain a Certificate of Land Use Compliance (CLUC) for retail use and associated signage along with the License area for display.
- (18) Where the Boardwalk is less than 40 feet in width, the equipment and/or goods and/or wares contemplated under this article shall be prohibited.
- (19) All Boardwalk retail business establishments that exercise the option provided by this section shall be required to hold harmless and indemnify the City of Atlantic City from and against any and all claims arising out of or in connection with such undertaking. Prior to the issuance of a license (or license renewal) permitting the equipment and/or goods and wares placement, such retail establishment shall annually submit to the City proof of an insurance policy issued by an insurance company licensed to do business in the State of New Jersey insuring the Boardwalk retail establishment and the City of Atlantic City against all claims for damage to property or bodily injury, including death, which may rise from or in connection with Boardwalk equipment and/or goods and wares display. Such insurance shall name the City of Atlantic City as an additionally insured and shall provide that the policy shall not terminate or be cancelled prior to its normal expiration date without 30 days' advance written notice to the City. The minimum amounts of insurance to be maintained under such policy are a combined single limit policy of \$1,000,000.
- (20) For purposes of this subsection, "display equipment, and/or goods and/or wares (AKA merchandise) " shall include related items such as portable sandwich signs, umbrellas, display tables, display racks, and related items. All items must be made of durable materials that are capable of continued use and can be sustainable in poor weather conditions. No cardboard, paper or bare unpainted wood storage containers, shelving, display tables, or display racks are permitted. No damaged or broken cardboard, paper or bare unpainted wood storage containers, shelving, display tables, or display racks are permitted.
- a. The display of retail merchandise may include goods hung on hangers on racks or displayed on tables, provided that the outdoor display is orderly and provides adequate vertical and horizontal clearances for public safety.

- b. Maximum heights: display table and/or storage containers: 32 inches, display racks and/or shelving: 48 inches.
 - c. Portable sandwich sign size: Maximum sign width: two feet -six inches; Maximum height: four feet above Boardwalk surface; Maximum sign area: 9 square feet; Portable sign area is in addition the maximum sign area permitted for the building.
 - d. A seven-foot minimum vertical clearance above the surface of the boardwalk is required along with a five-foot minimum horizontal clearance where the area must open for access to allow adequate ingress and egress from the establishment.
 - e. An outdoor display area on the adjoining building front is permitted with a maximum height of 10 feet above the surface of the boardwalk.
 - f. A six-inch maximum projection out from the building is permitted for merchandise hanging on the exterior of the building front provided the merchandise is under cover as described above. All merchandise must be properly secured so not to be a falling hazard.
 - g. No merchandise or structures/apparatus are to be attached to or hanging on the doors, or hanging from awnings, or hanging from signage. No merchandise is permitted to hang from: roof overhangs, canopies, marques, open, closed, or retracted security gates, or mechanism/apparatus of security gates and similar structures. No merchandise is permitted in exterior covered alcoves, vestibules, or exterior foyers within the five-foot wide clearance access path in and out of the adjoining store.
 - h. The storage of equipment not directly related to the purpose of the display of goods and wares is not permitted on the Boardwalk.
 - i. All business exteriors shall maintain an uncluttered, safe, and clean appearance.
- d. Prior to the placement of any display equipment and/or goods and/or wares on the Boardwalk by an establishment, during the season (March 1 through November 10), under any of the subsections above, the owner or operator of the establishment shall enter into a license agreement with the City of Atlantic City defining the conditions for the use of the area in which said display equipment and/or goods and/or wares are placed. The license agreement shall:
- (1) Reference the requirements in the applicable subsection and include a description of the types of display equipment and/or goods and/or wares and other fixtures to be proposed in the licensed area and, notwithstanding the provisions of this section, the time period in which those items may be present and the manner in which they may be fixed on and to the Boardwalk.
 - (2) Include insurance and indemnification requirements at least as protective to the City as those enumerated in § 222-26.1C(20).

- (3) Require annual review by the Director of Planning, or other Mayor designee, and the Mayor shall be authorized to execute any renewal on behalf of the City.
- (4) Be revocable by the Mayor or Council upon 30 days' notice to the licensee or immediately upon the breach of the agreement by the license
- (5) Require an annual seasonal fee to be paid to the City in an amount equal to \$5 per linear foot of license area on the Boardwalk frontage along the property licensed
- (6) Require, as a supplement to the request for the License a plan shall be provided. The license area shall display on a plan prepared by a licensed New Jersey professional land surveyor as part of the application made to the City for license area. The plan will show the area in square feet and with dimensions, and also include the approximate location of Display Equipment and/or goods and/or wares. The licensed New Jersey professional land surveyor shall set two PK nails at the limit of the four foot wide license area and the intersection of the extended interior lease limit of the commercial unit / storefront on each side of the interior lease limit of the commercial unit / storefront. This will demarcate the limits of the license area on the Boardwalk for use by the owner and/or operator of the retail business establishment and enforcement officials.

SECTION 2. Any Ordinance or parts of any Ordinance inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3. This Ordinance shall take effect immediately upon its approval by the city engineer, final passage and publication as provided by law.

March 22, 2023 3-H

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

| COUNCIL MEMBER | AYE | NAY | N.V | A.B. | MOT. | SEC. | COUNCIL MEMBER | AYE | NAY | N.V. | A.B. | MOT. | SEC. |
|---------------------|-----|-----|-----|------|------|------|----------------|-----|-----|------|------|------|------|
| DUNSTON | X | | | | | | SHABAZZ | X | | | | X | |
| KURTZ | X | | | | | | TIBBITT | | | | X | | |
| MARSHALL | X | | | | | | WEEKES | | | | X | | |
| MORSHED | X | | | | | X | ZIA | X | | | | | |
| RANDOLPH, PRESIDENT | | | | | | | | X | | | | | |

X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second

Adopted on first reading at a meeting of the Council of the City of Atlantic City, N.J. on ...MARCH 22, 2023.....

Adopted on second and final reading after hearing on.....APRIL 19, 2023.....

Approved By.../s/.....MARTY SMALL, SR.Date...4/20/2023.....By Council.....Reconsidered Over
 _____ Ride _____

Mayor

Aye Nay

This is a Certified True copy of the Original Ordinance on file in the City Clerk's Office.

/s/.....PAULA GBELETEI, City Clerk

3/22/2023

3-H

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FIRST PASSAGE

| COUNCIL MEMBER | AYE | NAY | N.V | A.B. | MOT. | SEC. | COUNCIL MEMBER | AYE | NAY | N.V. | A.B. | MOT. | SEC. |
|--|-----|-----|-----|------|------|------|----------------|-----|-----|------|------|------|------|
| DUNSTON | X | | | | | | SHABAZZ | X | | | | X | |
| KURTZ | X | | | | | | TIBBITT | X | | | | | |
| MARSHALL | X | | | | | X | WEEKES | X | | | | | |
| MORSHED | X | | | | | | ZIA | X | | | | | |
| RANDOLPH, PRESIDENT | | | | | | | | X | | | | | |
| X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second | | | | | | | | | | | | | |

Adopted on first reading at a meeting of the Council of the City of Atlantic City, N.J. on ...MARCH 22, 2023.....