

**CHAPTER 130****ATLANTIC CITY CONVENTION CENTER  
AUTHORITY****Authority**

N.J.S.A. 52:27H-40(a).

**Source and Effective Date**

R.2002 d.200, effective June 5, 2002.  
See: 34 N.J.R. 818(a), 34 N.J.R. 2317(a).

**Chapter Expiration Date**

In accordance with N.J.S.A. 52:14B-5.1c, Chapter 130, Atlantic City Convention Center Authority, expires on December 2, 2007. See: 39 N.J.R. 2471(a).

**Chapter Historical Note**

Chapter 130, Atlantic City Convention Center, was adopted as R.1997 d.94, effective March 3, 1997. See: 28 N.J.R. 5042(a), 29 N.J.R. 778(a).

Chapter 130, Atlantic City Convention Center Authority, was re-adopted as R.2002 d.200, effective June 5, 2002. See: Source and Effective Date.

**CHAPTER TABLE OF CONTENTS****SUBCHAPTER 1. PURCHASING**

12A:130-1.1	Purpose
12A:130-1.2	Purchases, contracts or agreements over threshold amount
12A:130-1.3	Purchases, contracts or agreements under threshold amount
12A:130-1.4	Repeat purchases
12A:130-1.5	Emergency purchases
12A:130-1.6	Receipt and opening of bids
12A:130-1.7	Terms and conditions; submission of bids
12A:130-1.8	Bid and performance guarantees
12A:130-1.9	Rejection of bids
12A:130-1.10	Procedures to resolve protested solicitations and awards
12A:130-1.11	Construction and amendment

**SUBCHAPTER 2. BOOKING POLICIES**

12A:130-2.1	Purpose/certain evaluative factors
12A:130-2.2	Long term bookings
12A:130-2.3	Short term bookings
12A:130-2.4	Scheduling priorities
12A:130-2.5	Scheduling protection
12A:130-2.6	Scheduling status
12A:130-2.7	(Reserved)
12A:130-2.8	Construction and amendment

**SUBCHAPTER 3. CURB POLICIES**

12A:130-3.1	Purpose
12A:130-3.2	(Reserved)
12A:130-3.3	Scheduling
12A:130-3.4	Dispute resolution procedures
12A:130-3.5	Construction and amendment

**SUBCHAPTER 1. PURCHASING****12A:130-1.1 Purpose**

The purpose of this subchapter is to establish and prescribe the standing rules and procedures which are to be observed by the Atlantic City Convention Center Authority ("ACCCA") for all purchases, contracts or agreements, entered into with any private vendors.

**12A:130-1.2 Purchases, contracts or agreements over threshold amount**

(a) For purposes of this subchapter, the term "threshold amount" shall mean the current dollar amount established by the Governor, in consultation with the Department of Treasury, for the purpose of setting the minimum contract price over which the New Jersey Sports and Exposition Authority, and certain other State authorities and agencies specified in P.L. 1981, c.447 amended by P.L. 1984, c.128, shall utilize in bid advertising procedures and in entering purchases, agreements, or contracts with private vendors.

(b) All purchases, contracts or agreements, where the cost or contract price exceeds the threshold amount shall, except as otherwise provided in this subchapter, be made, negotiated or awarded by ACCCA only after public advertisement for bids, and shall be awarded to that responsible bidder whose bid, conforming to the invitation for bids is on terms determined to be advantageous to ACCCA based upon ACCCA's consideration of price and other factors. Any bid may be rejected (even if this means all bids are rejected) when ACCCA determines that it is in the public interest to do so. In determining whether it is in the public interest to accept or reject a bid, ACCCA shall evaluate such factors as: economic effects; the effect on the resort, convention and tourism industry in Atlantic City and the surrounding community; the effect on maintenance and/or operation of the Atlantic City Convention Centers (the "Centers"); and the efficient and cost effective administration of the Centers and ACCCA.

(c) Public advertisements for competitive bids shall be placed in appropriate newspaper(s) or journal(s) at least 10 business days prior to the date upon which the bids are to be received and opened.

(d) In the event that any revisions, amendments or addenda are made to any pertinent information in bid documents relating to bids supplied to prospective bidders, notice of such changes shall be given to all known prospective bidders at least five business days prior to the opening of the bids.

(e) Any purchase, contract or agreement, where the aggregate cost or contract price exceeds the threshold amount, may be made, negotiated, or awarded by ACCCA without advertisement for bids when the subject matter consists of:

1. Services which are professional or technical in nature or services which are original and creative in character in a recognized field of artistic endeavor;

2. Items which are perishable or subsistence supplies;
3. Items which are specialized equipment or specialized machinery necessary to the conduct of ACCCA business;
4. Items or services supplied by a public utility subject to the jurisdiction of the Board of Public Utilities, and tariffs and schedules of the charges made, charged or exacted by the public utility for those items or services which are filed with the Board;
5. Items which are styled or seasonal wearing apparel;
6. Items or services which, in order to compete successfully with other sports, convention and entertainment facilities, ACCCA deems necessary to provide quality athletic contests or other spectator sporting events, trade shows, expositions, concerts, conventions, and other public events. These items and services shall include but not be limited to: food concessions; playing surfaces for football, soccer, basketball, tennis, or other athletic contests; rings for boxing, wrestling and similar events; indoor foot racing tracks; ice making and resurfacing equipment and services; matrix and scoreboard systems; ticket printing and ticket selling services; materials, supplies, equipment and services for or related to any such events; and items or services which are part of or related to promotional or advertising efforts;
7. The lease of such office space, office machinery, specialized equipment, buildings or real property as may be required for the conduct of ACCCA business; and
8. The sale or licensing of advertising rights.

(f) Any purchase, contract or agreement where the cost or contract price exceeds the threshold amount may also be made, negotiated, or awarded by ACCCA without advertisement for bids if any one of the following circumstances exists:

1. Standardization of equipment and interchangeability of parts is in the public interest (in determining whether such standardization of equipment and interchangeability of parts is in the public interest, ACCCA shall evaluate the same factors as are set forth in (b) above);
2. Only one source of supply or service is available;
3. The safety or protection of ACCCA's or other public property requires;
4. The exigency of ACCCA's service will not permit advertisement;
5. More favorable terms can be obtained from a primary source of supply of an item or service;
6. Bid prices, after advertising, are not reasonable or have not been independently arrived at in open competition; but no negotiated purchase, contract or agreement may be entered into under this paragraph after the rejection of all bids received unless:

- i. Notification of the intention to negotiate and reasonable opportunity to negotiate is given to each responsible bidder;
  - ii. The negotiated price is lower than the lowest rejected bid price of a responsible bidder; and
  - iii. The negotiated price is the lowest negotiated price offered by any responsible bidder;
7. The purchase is to be made from, or the contract is to be made with, the Federal or any state government or agency or political subdivision thereof; or
  8. Purchases made through or by the Director of the Division of Purchase and Property pursuant to Section 1 of P.L. 1959, c.40 (N.J.S.A. 52:27B-56.1).

#### **12A:130-1.3 Purchases, contracts or agreements under threshold amount**

All purchases, contracts or agreements, where the cost or contract price is less than or equal to the threshold amount, may be made, negotiated or awarded by ACCCA without advertising and in any manner which ACCCA, in its sole discretion, deems necessary and, where practicable, consistent with the promotion of full and free competition. Methods of award, contract or negotiation may include, without limitation, acceptance of price quotations, telephone solicitation or request for proposals.

#### **12A:130-1.4 Repeat purchases**

In the case of materials, supplies and services which are procured repeatedly, awards may be made at various times to the successful bidder (whose bid was secured in accordance with this subchapter) for a period of two years from the date of the bid opening (subject to available funds) or until the contract amount has been reached or exceeded for such materials, supplies and services that shall be obtained from such bidder, whichever event shall first occur.

#### **12A:130-1.5 Emergency purchases**

(a) Whenever an exigency or emergency exists of a nature requiring the immediate acquisition of personal property or services, the rules and procedures otherwise applicable, which are inconsistent with this section, shall not apply.

(b) In such cases under (a) above, ACCCA shall, by such solicitation as it considers advisable, obtain whatever is necessary to meet the exigency or emergency on the most advantageous terms possible under the circumstances.

#### **12A:130-1.6 Receipt and opening of bids**

(a) All bids shall be submitted in sealed envelopes on the appropriately signed bid forms before the time and date fixed as the deadline for public bidding.

(b) Any bids received after the bidding has been closed shall be returned unopened.

(c) Telephone, telegram or fax bids are not acceptable.

(d) The name of the bidder, item description, applicable purchase request or contract number, if any, shall be designated on the face of each sealed envelope submitted.

(e) On the appropriate date and at the appropriate time and place, the bids shall be opened and publicly read.

(f) For any reasons deemed by ACCCA to be in its best interests, ACCCA may, at any time prior to the scheduled public opening, postpone the receipt and opening of bids for a reasonable period. Appropriate notice of such postponement shall be given to all known prospective bidders.

#### 12A:130-1.7 Terms and conditions; submission of bids

(a) All bids shall be properly signed in ink and executed by an authorized official.

(b) Any correction of an entry made on any of the bid forms shall be initialed by the party signing the bid. If a bidder discovers that he or she has made an error in submitting his or her bid, then he or she may correct the bid by letter, telegram or fax, provided that all corrections are in and complete before the time of the bid opening. No alterations or corrections shall be allowed after bids are opened.

(c) Bidders may withdraw, or withdraw and resubmit, bids at any time prior to the public opening, but not thereafter without the written consent of ACCCA (which consent may be granted or withheld at ACCCA's sole discretion). In exercising the discretion referred to in the preceding sentence, ACCCA shall evaluate such factors as: the effect consent or refusal to consent will have on the bidder making the request and on the other bidders; the effect of same on the integrity and fairness of the bidding process; and the other factors set forth in N.J.A.C. 12A:130-1.2(b). Bids may be withdrawn on written request received by ACCCA prior to the public opening and signed by a duly authorized representative of the bidding firm. Bids so withdrawn shall be returned unopened.

(d) In case of inconsistencies or error in prices, extensions and/or totals, ACCCA shall have sole discretion to make determinations with regard to same.

(e) Unless contrary to the nature of the procurement, or unless otherwise instructed, bidders shall be permitted to submit partial bids. ACCCA reserves the right to accept any item or group of items of any bid.

#### 12A:130-1.8 Bid and performance guarantees

(a) Unless expressly waived by ACCCA based on ACCCA's evaluation of the factors set forth in N.J.A.C. 12A:130-1.2(b), successful bids submitted relative to service contract awards involving expenditures equaling or exceeding the threshold amount shall be accompanied by bid security which qualifies under (c) below ("bid security") amounting to not less than either 10 percent of the total bid

price or any other amount which may be established not exceeding 100 percent of the total bid price.

(b) At the discretion of ACCCA, bid security may be required for bids amounting to less than the threshold amount. ACCCA shall exercise its discretion after evaluating the factors set forth in N.J.A.C. 12A:130-1.2(b).

(c) The bid security, if required, shall be submitted in the form of a certified check payable to ACCCA, bank cashier's check made payable to ACCCA, or surety corporation bid bonds in favor of ACCCA.

(d) Failure to submit a bid security as and when required shall result in rejection of the bid.

(e) In the event that any bidder fails to accept an award in accordance with his or her bid, the bid security submitted shall be immediately forfeited.

(f) All bid security shall be returned to unsuccessful bidders as soon as possible after the award is made. The bid security furnished by successful bidders shall be returned after the delivery to ACCCA of a properly executed contract and related documents.

(g) ACCCA, in its discretion, may require a successful bidder, as a condition of a contract, to post a performance bond, to personally guarantee performance by an entity in which such guarantor is an equity owner or to provide such other security for performance as ACCCA may determine (the "performance security"). ACCCA shall exercise its discretion after evaluating the factors set forth in N.J.A.C. 12A:130-1.2(b).

(h) Unless expressly waived by ACCCA based on ACCCA's evaluation of the factors set forth in N.J.A.C. 12A:130-1.2(b), successful construction contract awards equaling or exceeding the threshold amount shall be accompanied by performance security equal to the total contract amount.

(i) At the discretion of ACCCA, performance security may be required for contracts amounting to less than the threshold amount. ACCCA shall exercise its discretion after evaluating the factors set forth in N.J.A.C. 12A:130-1.2(b).

(j) Failure to submit performance security as and when required shall constitute a default under an existing contract with the successful bidder or a refusal by the successful bidder to enter into a contract, as the case may be.

(k) All performance security shall be returned to the successful bidder as soon as is appropriate following full and proper performance by the successful bidder of the applicable contract.

**12A:130-1.9 Rejection of bids**

(a) When ACCCA determines, in its sole discretion, it to be in the best interests of ACCCA, it may reject any and all bids relative to an acquisition or it may award the bid in whole or in part. In exercising its discretion, ACCCA shall evaluate those factors set forth in N.J.A.C. 12A:130-1.2(b).

(b) When ACCCA determines, in its sole discretion, it to be in the best interests of ACCCA, it may waive minor irregularities in bids or in the required formalities. In exercising its discretion, ACCCA shall evaluate those factors set forth in N.J.A.C. 12A:130-1.2(b).

(c) ACCCA shall have the right to readvertise.

**12A:130-1.10 Procedures to resolve protested solicitations and awards**

(a) Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract or its prequalification status or classification may protest to ACCCA. The protest shall be submitted in writing within five business days after such aggrieved person knows or should have known of the facts giving rise thereto. Failure to file a timely protest shall bar any further action. The written protest shall set forth in detail the facts upon which the protesting party bases his or her protest.

(b) Upon the filing of a timely protest, ACCCA's Executive Director or his or her designee shall have the authority to conduct a hearing, to settle and resolve a protest of an aggrieved bidder, offeror or contractor concerning the solicitation or award of contract or prequalification status or classification.

(c) If the protest is not resolved by mutual agreement, ACCCA's Executive Director or his or her designee shall issue a decision in writing promptly following conclusion of the hearing. The decision shall state the determination made and the reasons for the actions taken. The decision shall be mailed or furnished promptly to the protesting party and any other interested party.

(d) A decision under (c) above shall be final and conclusive, unless any person adversely affected by the decision commences an action in court.

(e) In the event of a timely protest under (a) above, ACCCA shall not proceed further with the solicitation, or with the award of the contract until the decision is rendered under (c) above, or until the Executive Director after consultation with the appropriate ACCCA personnel makes a written determination that the continued solicitation or award of the contract without delay is necessary to protect the interests of ACCCA or the public.

**12A:130-1.11 Construction and amendment**

(a) The rules in this subchapter shall be construed in accordance with generally accepted principles of statutory construction, including those set forth in N.J.S.A. 1:1-1 et seq.

(b) The rules in this subchapter shall be liberally construed to permit ACCCA to effectively carry out its statutory functions and, in particular, those powers and duties pursuant to which it is necessary and/or advisable to enter into contracts for its purchase of goods or services.

(c) Nothing contained in the rules in this subchapter shall be so construed as to conflict with any provision of the Atlantic City Convention Center Authority Act (N.J.S.A. 52:27H-29 et seq.) or any other applicable statute.

(d) If it is in the public interest to do so, ACCCA may relax or permit deviations from the rule in this subchapter. In determining whether it is in the public interest to do so, ACCCA shall evaluate the factors set forth in N.J.A.C. 12A:130-1.2(b).

(e) The rules in this subchapter may be amended by ACCCA from time to time in accordance with the provisions of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq.

(f) Whenever any provision of these rules requires that an act or event occur on a specified day or date, and such day or date falls upon a Saturday, Sunday or legal holiday, such provision shall be construed to refer to the next business day immediately following such day or date.

**SUBCHAPTER 2. BOOKING POLICIES****12A:130-2.1 Purpose/certain evaluative factors**

(a) The Atlantic City Convention Centers (individually referred to as a "Center" and both of them are referred to as the "Centers") are each multi-purpose facilities owned by the New Jersey Sports and Exposition Authority ("NJSEA") and operated by the Atlantic City Convention Center Authority ("ACCCA"). The Centers have been and/or are being developed with the primary objective of booking events and activities that generate significant economic benefits to Atlantic City and the State of New Jersey. In addition, the Centers have been and/or are being developed with a secondary objective to serve as centers for entertainment, events that promote commerce, and activities that generally enhance the quality of life in the community. It is the purpose of this subchapter to set forth certain general booking policies and procedures to be utilized in the operation of the Centers by ACCCA and its designated management.

(b) When scheduling events at a Center, consideration shall be given by ACCCA to the following factors:

1. The level of economic impact to the local hospitality industry;
2. The projected revenue to the applicable Center;
3. The time of year;
4. The potential for repeat booking;
5. The event history and organizer's experience in similar facilities;
6. The relative quality of the event;
7. The event's potential for economic expansion;
8. The overall benefit of the event to the region;
9. The business goals of ACCCA; and
10. Such other factors as the ACCCA and/or any other operator of the Centers shall determine, in its sole discretion, to be significant and in accordance with the stated objectives for operation of the Centers as set forth in (a) above and N.J.S.A. 52:27H-29 et seq.

Amended by R.1997 d.334, effective August 18, 1997.  
See: 29 N.J.R. 2237(a), 29 N.J.R. 3732(b).

Inserted new (b)6; added (b)7 through 9; and recodified former (b)6 as (b)10.

#### 12A:130-2.2 Long term bookings

Reservations for conventions, trade shows and other events that are being made more than 18 months in advance are long term bookings and are subject to these rules including, without limitation, those set forth in N.J.A.C. 12A:130-2.4(a).

#### 12A:130-2.3 Short term bookings

Reservations for conventions, trade shows and other events that are being made less than 18 months in advance are short term bookings and are subject to these rules including, without limitation, those set forth in N.J.A.C. 12A:130-2.4(b).

#### 12A:130-2.4 Scheduling priorities

(a) First priority for scheduling events and the use of facilities and dates in a Center is available to regional, national and international conventions, trade shows and similar activities that are not open to the general public and which, in the sole discretion of ACCCA, shall have a significant economic impact on the Atlantic City hospitality industry. In exercising its discretion as set forth in the preceding sentence, ACCCA shall consider the evaluative factors identified in N.J.A.C. 12A:130-2.1(b). Conventions, trade shows and similar activities held in Atlantic City on an annual basis shall be given additional preference within this category of events.

1. Date reservations for first priority events may be made as far in advance as necessary or appropriate.

2. A license agreement may be issued as far in advance as ACCCA, in its sole discretion, determines to be necessary or advisable. A prospective licensee seeking a definite booking for a first priority event shall, however, execute a license agreement at least 18 months prior to the event.

3. The total estimated rent shall be due according to the following schedule. Any remaining balance shall be paid at "settlement." Settlement shall be held at ACCCA on that date designated in the applicable license agreement:

- i. 25 percent upon execution of the license agreement;
- ii. 25 percent 180 days prior to the event;
- iii. 25 percent 90 days prior to the event; and
- iv. 25 percent 30 days prior to the event (plus 100 percent of the estimated event-related charges).

4. Events that are cancelled after a license agreement has been executed shall result in the forfeiture by the prospective licensee of all deposits and scheduled payments as liquidated damages.

(b) Next priority for scheduling events and the use of facilities and dates in a Center is available to consumer or public exhibitions, local trade shows, corporate meetings, entertainment events and other activities that generally draw a local audience. Next priority events, however, may petition ACCCA for first priority status following a review of the economic impact on Atlantic City's hospitality industry.

1. Date reservations for next priority events may be made up to 18 months in advance. However, consumer or local trade shows which are held on an annual basis may, at the sole discretion of ACCCA, obtain tentative scheduling on a longer term basis. In exercising its discretion as set forth in the preceding sentence, ACCCA shall consider the evaluative factors identified in N.J.A.C. 12A:130-2.1(b). Such reservations shall, however, be subject to rescheduling in order to accommodate a first priority or other event.

2. A license agreement may be issued as much as 18 months prior to the date(s) requested. Upon request by ACCCA 12 to 18 months prior to such the event, the prospective licensee shall be required to exercise its best effort to reschedule its dates in order to accommodate a first priority event.

3. The total estimated rent shall be due according to the following schedule. Any remaining balance shall be paid at "settlement." Settlement shall be held at ACCCA on that date identified in the applicable license agreement:

- i. 25 percent upon execution of the license agreement;

- ii. 25 percent 180 days prior to the event;
- iii. 25 percent 90 days prior to the event; and
- iv. 25 percent 30 days prior to the event (plus 100 percent of the estimated event-related charges).

4. Events that are cancelled after a license agreement has been executed shall result in forfeiture by the prospective licensee of all deposits and scheduled payments as liquidated damages.

#### 12A:130-2.5 Scheduling protection

(a) Scheduling protection may, at the sole discretion of the ACCCA, be granted to events that possess a clear and obvious conflict in that they are, in the opinion of ACCCA, substantially similar events. In exercising its discretion as set forth in the preceding sentence, ACCCA shall consider the evaluative factors identified in N.J.A.C. 12A:130-2.1(b). Such protection shall be included in the license agreement and shall state that such events as are, in the opinion of ACCCA, substantially similar shall not, except as otherwise provided in this subchapter, be scheduled within a total of 60 days around one particular event. The period of time within which an event will be protected from substantially similar events may be arranged with some flexibility by ACCCA; however, ACCCA shall not, without good cause (in determining whether good cause exists, ACCCA shall rely on an analysis of the evaluative factors set forth in N.J.A.C. 12A:130-2.1(b)), schedule an event without providing a period of:

1. 45 consecutive days before the particular event and 15 consecutive days after the particular event when no substantially similar event is scheduled; or
2. 45 consecutive days after the particular event and 15 consecutive days before the particular event when no substantially similar event is scheduled.

**EXAMPLE 1:** By way of example of the provisions of (a)1 above, if an event called "Y" is substantially similar to events called "X" and "Z" then "Y" may be scheduled on August 16th if "X" were scheduled on July 1st and "Z" were scheduled on September 4th of the same year. This scheduling would comply with this rule since there is no substantially similar event for a period of at least 45 days before the event "Y" and no substantially similar event for a period of at least 15 days after the event "Y." There is also a total of more than 60 days around the event "Y" when no substantially similar event is scheduled.

**EXAMPLE 2:** By way of example of the provisions of (a)2 above, if an event called "B" is substantially similar to events called "A" and "C" then "B" may be scheduled on July 16th if "A" were scheduled on June 30th and "C" were scheduled on September 3rd of the same year. This scheduling would comply with this rule since there is no substantially similar event for a period of at least 45 days after the event "B" and no substantially similar event for a period of at least 15 days before the event "B." There is also a total of more than 60 days around the event "B" when no substantially similar event is scheduled.

#### 12A:130-2.6 Scheduling status

(a) Facilities and dates may be temporarily held pending the advancement to definite status or notification of cancellation by either party, which notice of cancellation shall be given in writing and may be given for any reason and at any time prior to definite status, it being ACCCA's intention that the designation "temporarily held" or similar designation is descriptive in nature only and is not intended to confer any rights.

(b) Facilities and dates may be held as firm upon receipt of a commitment letter from the event organizer and written confirmation from the ACCCA that dates are definite pending the preparation and execution of a license agreement.

(c) Facilities and dates are considered confirmed and "contracted" upon execution of a license agreement and receipt of a deposit as set forth in this subchapter.

Amended by R.1997 d.334, effective August 18, 1997.

See: 29 N.J.R. 2237(a), 29 N.J.R. 3732(b).

In (a), substituted", which notice of cancellation ... to confer any rights" for "ACCCA may, in its sole discretion, set forth an expiration date on a tentative hold. In exercising its discretion as set forth in the preceding sentence, ACCCA shall consider the evaluative factors identified in N.J.A.C. 12A:130-2.1(b). If the tentative hold is to be released by ACCCA the prospective licensee shall be notified in advance. All tentative reservations are subject to 'challenges' as set forth in N.J.A.C. 12A:130-2.7".

#### 12A:130-2.7 (Reserved)

Repealed by R.1997 d.334, effective August 18, 1997.

See: 29 N.J.R. 2237(a), 29 N.J.R. 3732(b).

Section was "Challenges".

#### 12A:130-2.8 Construction and amendment

(a) The rules in this subchapter shall be construed in accordance with generally accepted principles of statutory construction, including those set forth in N.J.S.A. 1:1-1 et seq.

(b) The rules in this subchapter shall be liberally construed to permit ACCCA to effectively carry out its statutory functions and, in particular, those powers and duties pursuant to which it is necessary and/or advisable to enter into agreements involving the licensing and/or leasing of the Centers for events and activities of any kind.

(c) Nothing contained in the rules in this subchapter shall be so construed as to conflict with any provision of the Atlantic City Convention Center Authority Act (N.J.S.A. 52:27H-29 et seq.) or any other applicable statute.

(d) In special cases and for good cause shown, ACCCA may relax or permit deviations from the Regulations in this subchapter. In determining whether a special case and good cause exists, ACCCA shall rely on an analysis of the evaluative factors set forth in N.J.A.C. 12A:130-2.1(b).

(e) The rules in this subchapter may be amended by ACCCA from time to time in accordance with the provisions of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq.

(f) Whenever any provision of these rules requires that an act or event occur on a specified day or date, and such day or date falls upon a Saturday, Sunday or legal holiday, such provision shall be construed to refer to the next business day immediately following such day or date.

### SUBCHAPTER 3. CURB POLICIES

#### 12A:130-3.1 Purpose

The Atlantic City Convention Centers (individually referred to as a "Center" and both of them are referred to as the "Centers") are each multi-purpose facilities owned by the New Jersey Sports and Exposition Authority ("NJSEA") and operated by the Atlantic City Convention Center Authority ("ACCCA") and developed with the primary objective of booking events and activities that will generate significant economic benefits to Atlantic City and the State of New Jersey and with the secondary objective of service as centers for entertainment, events that promote commerce, and activities that generally enhance the quality of life in the community. Consistent with these objectives, it is anticipated that the Center located at Kirkman Boulevard (hereinafter referred to in this subchapter as the "New Center") will be the focus of significant volumes of vehicular and pedestrian traffic and such traffic will require the implementation of policies and procedures to promote the safety, orderliness and efficiency in the management of such traffic. It is the purpose of this subchapter to set forth certain curb policies and procedures to be utilized in the operation of this New Center by ACCCA and its designated management.

#### 12A:130-3.2 (Reserved)

#### 12A:130-3.3 Scheduling

(a) Except as otherwise provided in this subchapter, an operator of a vehicle may only drive his or her vehicle or any other vehicle upon the New Center property for purposes permitted by ACCCA and in accordance with all requirements, routes, locations, schedules and procedures then in effect which are applicable to the New Center. A failure by an operator to comply with the provisions of the preceding sentence may, in the sole discretion of ACCCA, result in the immediate prevention of access to or eviction from the New Center property. In exercising its discretion under this paragraph, ACCCA shall consider evaluative factors such as: safety, orderliness, accessibility, efficient operation of the New Center, requirements of the specific event being presented at the New Center, weather conditions and traffic patterns in the area in proximity to the New Center.

(b) The nature of the events at the New Center and the volume of people and vehicles drawn by such events shall vary significantly from event to event. As a result, ACCCA shall establish certain requirements relating to the permissible traffic on the New Center property on an event-by-event basis. ACCCA shall, from event to event, establish requirements, routes, locations, schedules and procedures relating to its curb usage including those that involve ingress, egress, parking, standing, pick up, drop off, timing and duration of such activities and any other matters which ACCCA determines, in its sole discretion, to be significant for the proper operation of the New Center property. ACCCA reserves the right to revise, alter, amend, suspend, revoke or terminate any and all such requirements, routes, locations, schedules and procedures as and when it shall be in the best interests of the New Center as determined by ACCCA, in its sole discretion, to do so. In the event of any such revision, alteration, amendment, suspension, revocation or termination of a requirement, route, location, schedule or procedure, ACCCA shall make reasonable efforts to provide reasonable notice of same as soon as practicable. Such notice shall be accomplished by use of traffic guards, police officers, signage or other appropriate means. In exercising its discretion set forth in this paragraph, ACCCA shall rely on an analysis of the evaluative factors set forth in N.J.A.C. 12A:130-3.3(a).

#### 12A:130-3.4 Dispute resolution procedures

(a) Any person who is aggrieved in connection with the provisions of the rules in this subchapter may protest to ACCCA. The protest shall be submitted in writing within five business days after such aggrieved person knows or should have known of the facts giving rise thereto. Failure to file a timely protest shall bar any further action. The written protest shall set forth in detail the facts upon which the protesting party bases his or her protest.

(b) Upon the filing of a timely protest, ACCCA's Executive Director shall have the authority to conduct a hearing, to settle and resolve a protest of an aggrieved person. This authority shall be exercised in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.

(c) If the protest is not resolved by mutual agreement, ACCCA's Executive Director or his or her designee shall issue a decision in writing promptly following conclusion of the hearing. The decision shall state the determination made and the reasons for the actions taken. The decision shall be mailed or furnished promptly to the protesting party and any other interested party.

(d) A decision under (c) above shall be final and conclusive, unless any person adversely affected by the decision commences an action in court.

(e) In the event of a timely protest under (a) above, ACCCA shall not proceed further with the action which is

the subject of the dispute until the decision is rendered under (c) above, or until the Executive Director after consultation with the appropriate ACCCA personnel makes a written determination that the continuation of the action which is the subject of the dispute without delay is necessary to protect the interests of ACCCA or the public.

**12A:130-3.5 Construction and amendment**

(a) The rule in this subchapter shall be construed in accordance with generally accepted principles of statutory construction, including those set forth in N.J.S.A. 1:1-1 et seq.

(b) The rules in this subchapter shall be liberally construed to permit ACCCA to effectively carry out its statutory functions and, in particular, those powers and duties pursuant to which it is necessary and/or advisable to regulate vehicular and pedestrian traffic on the New Center Property.

(c) Nothing contained in the rules in this subchapter shall be construed as to conflict with any provision of the Atlantic City Convention Center Authority Act (N.J.S.A. 52:27H-29 et seq.) or any other applicable statute.

(d) In special cases and for good cause shown, ACCCA may relax or permit deviations from the rules in this subchapter. In determining whether a special case and good cause exists, ACCCA shall rely on an analysis of the evaluative factors set forth in N.J.A.C. 12A:130-3.3(a).

(e) The rules in this subchapter may be amended by ACCCA from time to time in accordance with the provisions of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq.

(f) Whenever any provision of these rules requires that an act or event occur on a specified day or date, and such day or date falls upon a Saturday, Sunday or legal holiday, such provision shall be construed to refer to the next business day immediately following such day or date.