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November 13, 2017

Paul J. Baldini, Esq.  
4413 New Jersey Avenue  
Wildwood, NJ 08260

**Re: In the Matter of the Application of the City of Sea Isle City, County of Cape May, Docket No. CPM-L-304-15**

Dear Mr. Baldini:

This letter memorializes the terms of an agreement reached between the City of Sea Isle City (the City or "Sea Isle City"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

### **Background**

Sea Isle City filed the above-captioned matter on July 7, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. FSHC and the City appeared before the Hon. Nelson Johnson J.S.C. regarding compliance in this matter. Through that process, the City and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

### **Settlement terms**

The City and FSHC hereby agree to the following terms:

1. FSHC agrees that the City, through the adoption of a Housing Element and Fair Share Plan consistent with this Agreement in the timetable specified herein, and the implementation of that Plan and this agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.
3. FSHC and Sea Isle City hereby agree that Sea Isle City's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report <sup>1</sup> )	2
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	109
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this settlement agreement)	261

4. The City's efforts to meet its present need include the following: Sea Isle City will create a rehabilitation program to renovate deficient housing units that are occupied by low and moderate income households. The program will be based upon COAH regulations and will be designed to address the City's rehabilitation share of two (2) housing units. This program will provide municipal rehabilitation investment for hard costs averaging at least \$10,000 per unit, and will include the rehabilitation of a major system. The program will be funded through the City's newly created Affordable Housing Trust Fund. The program will provide funding for owner-occupied and rental units, with 10-year affordability controls established on the units. A Rehabilitation Manual that describes procedures and administration of the rehabilitation program in accordance with COAH regulations will be developed by the City. In the event that Cape May County creates a rehabilitation program, the City shall be able to satisfy its obligation through participation in that program. This is sufficient to satisfy the City's present need obligation of 2 units.
5. The City, as calculated in Exh. A, has a realistic development potential (RDP) of 4 units. The RDP of 4, subtracted from the combined Prior Round and Third Round obligation of 370 units, results in an unmet need of 366 units. The City's RDP and unmet need shall be addressed through the following mechanisms, which will be more fully described in the City's final fair share plan:

The City proposes creating a new zoning district, that being an age restricted zone in compliance with the appropriate administrative code requirements for age restricted housing. The specific areas and lots and blocks of the age restricted zone are attached to this Agreement as Exhibit B. The age-restricted zone will allow for a density of 4 units per 5,000 square feet, which may be developed either as 100% affordable age-restricted housing, which development the City shall facilitate through municipal actions necessary to support applications for such developments if proposed on these lots and blocks, or as mixed-income age-restricted housing with a 20% set-aside.

The City proposes an overlay inclusionary zone affecting portions of C3 – Marine commercial/industrial District and a portion of the C-2 – neighborhood business district as attached to this Agreement as Exhibit C. In the event the City moves forward with the recently adopted Master Plan and creates a new district C3A – marina, such district, if created out of the C3 District, shall become part of the overlay and inclusionary district to the extent that any of the inclusionary C3 lots and blocks are moved over to the newly created C3A district.

The following Blocks and Lots shall be the inclusionary zone as graphically depicted in the exhibits.

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<sup>1</sup> David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

Block 37.07, Lots 1, 1.01, 2, 3, 4, 5, 5.01, 6.01, 6.02, 6.03, 6.04, 7, 7.01, 8, 9.01, 9.02, 9.03, 9.04, 10, 10.01, 11, 12, 13, 13.01, 13.02, 14, 15.01, 15.02, 16, 17, 18, and 19  
Block 38.06, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22  
Block 38.07, Lots 1, 2, 3, 4.01, 4.02, 5.01, 5.02, 6.01, 6.02, 7, 8, 9, and 10.01  
Block 39.06, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22  
Block 39.07, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10  
Block 40.07, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10  
Block 41.04, Lots 1, 2, 3.01, and 3.02  
Block 42.05, Lots 1, 2.01, 2.02, 3, 4.01, 4.02, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, and 43  
Block 42.06, Lots 1, 2, 3.01, 3.02, 4, 5.01, 5.02, 6, 7.01, 7.02, 8, 9, 10, 11.01, 11.02, 12, 13, 15, 16, 17.01, 17.02, 18, 19.01, 19.02, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, and 40  
Block 43.04, Lots 1, 2, 17.01, 18.01, 19.01, and 20.01  
Block 43.05, Lots 1.01, 1.02, 1.03, 2.01, 2.02, 2.03, 3.01, 3.02, 3.03, 4.01, 4.02, and 4.03  
Block 44.03, Lots 1, 2, 3, 4, 5, 13, 14, 15, 16, 17, and 18  
Block 58.02, Lots 1281, 1282, 1283, 1284, 1285.01, 1285.02, 1286.01, 1286.02, 1287.01, 1287.02, 1288.01 and 1288.02  
Block 59.03, Lots 14.01, 14.02, 15.01, 15.02, 29.01, 29.02, 30.01, and 30.02  
Block 60.03, Lots 17 and 26.10  
Block 61.03, Lot 26.09  
Block 85.04, Lots 24.01, 24.02, 25, 26.01, and 26.02  
Block 86.02, Lot 14.02 and 15  
Block 86.03, Lot 1.01, 1.02, 1.03, 2.01, 2.02, 3, 4, 5, 6, and 18.01  
Block 86.03, Lot 29  
Block 86.04, Lots 1.01 and 4.01  
Block 88.03, Lots 1.02, 2, 2.01, 4.01, 4.02, 4.03, 4.04, 4.05, 5, 5.01, and 13.01  
Block 88.04, Lots 1.01, 1.02, 2.01, and 2.02  
Block 89.03, Lots 6, 7, 8, 9, 10, 26, 27, 28, 29, and 30.01

The inclusionary zone as described above will allow for increased density for residential development and tax incentives, while requiring the provision of at least 16.6% affordable units (one affordable unit for every 5 market rate units by the developer). The inclusionary zone will include the following:

- a. For all mixed use/residential development, any developer seeking 5 units or more shall set aside 16.6% of the units for development as affordable housing units. The developer will be permitted an increase in density from the current allocation of 4 upper story residential units per each 5000 ft.<sup>2</sup> lot to an increased density allowing 6 upper story residential units per each 5000 ft.<sup>2</sup> lot.
- b. Developers providing affordable units will receive tax relief in form of a lower equalized assessed valuation (EAV) of the affordable units in accordance with the market valuation of the affordable units.
- c. Developers unable to provide 16.6% affordable housing units on site will have the option of providing the units as family affordable housing units elsewhere in the

municipality. In a case when fractional units would be required, a payment in lieu of providing the fractional affordable units will be permitted.

- d. The payment in lieu amount shall be as recommended by the Council on Affordable Housing formulas, which in the past has resulted in an amount of \$182,859 per unit. This would require any developer who chooses not to, or is not able to provide all or part of the required affordable units to make a payment to the City in the amount of \$182,859 per unit, to be deposited into the City's Affordable Housing Trust Fund. The affordable housing requirement shall not be rounded.
- e. Any fees collected pursuant to the inclusionary zoning herein contemplated shall be part of the City's Affordable Housing Trust Fund, and will be available for assistance with affordable housing programs, in accordance with the spending plan.
- f. The City shall make zoning bulk requirements changes to accommodate the additional units as deemed necessary by the City in conjunction with advice from the City Planning Board and the City Planner.
- g. All affordable units shall meet or shall be improved to meet UCC requirements and shall be certified to be in standard condition prior to their conveyance or occupancy.
- h. There shall be certain exemptions and exceptions as noted herein.
  1. Developments that have received preliminary or final site plan approval prior to the adoption of the City's Inclusionary Zoning Ordinance shall be exempt from the requirement, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose.
  2. Residential development in the inclusionary zoning district on individual or combined lots smaller than 5000 ft.<sup>2</sup> in size will be exempt from the affordable unit requirements or payment in lieu requirement, but shall be required to pay an affordable housing development fee pursuant to the City's Development Fee Ordinance. Language shall be included in the Ordinance to explicitly address that developers cannot, for example, subdivide a project into two lots and then make each of them a square footage just below the threshold.
  3. Single family and side-by-side condominium (2 units) developments shall be exempt from the affordable unit requirement and payment in lieu requirement and shall be exempt from payment into the affordable housing development fee pursuant to the City's Development Fee Ordinance. Language shall be included in the Ordinance to explicitly address that developers cannot, for example, subdivide a project into multiple lots and then make each of them a separate development of single family or side-by-side condominiums.
  4. Residential developments that are planned to produce an affordable housing set aside in accordance with the Inclusionary Zoning Ordinance or that include only low and moderate income housing units shall be exempt from payment of residential development fees pursuant to the Development Fee Ordinance.

As an additional mechanism to address unmet need, the City will adopt a mandatory set-aside ordinance in a form satisfactory to FSHC and the Special Master, so as to establish zoning standards that provide for an inclusionary zoning requirement on future multifamily development of five (5) or more units in the City, other than such development permitted

by the City's zoning as of the date of execution of this agreement, developed through planning board approval, zoning board approval, redevelopment or rehabilitation plan requiring a set-aside of at least 15 percent of all units in rental developments as affordable, and 20 percent of all units in for-sale developments as affordable, with at least 50 percent of the units in each development being affordable to low-income households including 13 percent in rental developments affordable to very-low-income households, with all such affordable units including the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, and all other applicable law. Language shall be included in the Ordinance to explicitly address that developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold. This ordinance does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the City to grant such rezoning, variance, or other relief.

6. The City agrees to require 13% of all units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low income units, with half of the very low income units being available to families, through incorporating a requirement for 13% of the affordable units produced in each site subject to the overlay zones referenced above to be very-low-income units.
7. The City shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
  - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
  - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
  - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
  - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
  - e. The City agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
8. The City shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, and the Cape May County, Mainland/Pleasantville, and Atlantic City Branches of the NAACP, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The City

also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

9. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The City as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.
10. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
11. As an essential term of this settlement, no later than May 1, 2018, the City shall introduce and adopt an updated Housing Element and Fair Share Plan and Spending Plan that conforms to the terms of this agreement and introduce and adopt an ordinance providing for the amendment of the City's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this settlement agreement and the zoning contemplated herein.
12. The parties agree that if a decision of a court of competent jurisdiction in Cape May County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the City for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this agreement, and if that calculation is memorialized in an unappealable final judgment, the City may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the City shall be obligated to implement the fair share plan attached hereto, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the City's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the City prevails in reducing its prospective need for the Third Round, the City may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
13. The City will prepare a revised spending plan no later than May 1, 2018 for submission to the Court and FSHC for review and approval. The City reserves the right to request the Court's approval that the expenditures of funds under the revised spending plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the City agrees to provide

annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

14. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the City agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
15. The Fair Housing Act includes two provisions regarding action to be taken by the City during the ten-year period of protection provided in this agreement. The City agrees to comply with those provisions as follows:
  - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the City will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues after reasonable attempts at mediation.
  - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this agreement, and every third year thereafter, the City will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
16. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
17. This settlement agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The City shall present

its planner as a witness at this hearing. FSHC agrees not to challenge the attached Plan (Exh. A) at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If the settlement agreement is rejected by the Court at a fairness hearing it shall be null and void.

18. If an appeal is filed of the Court's approval or rejection of the Settlement Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
19. This settlement agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Cape May County, after reasonable attempts at mediation.
20. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
21. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
22. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
23. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
24. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
25. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
26. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or



in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

27. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
28. No member, official or employee of the City shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
29. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
30. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

**TO FSHC:** Adam M. Gordon, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002  
Phone: (856) 665-5444  
Telecopier: (856) 663-8182  
E-mail: adamgordon@fairsharehousing.org

**TO THE CITY:** Paul J. Baldini, Esq.  
4413 New Jersey Avenue  
Wildwood, NJ 08260  
  
Telecopier: (609) 729-8627  
Email: paul@paulbaldinilaw.com

**WITH A COPY TO THE  
MUNICIPAL CLERK:** City Clerk  
233 John F. Kennedy Blvd  
Sea Isle City, NJ 08243  
  
Telecopier: (609) 263-2142  
Email: cgriffith@seaislecitynj.us

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.  
Counsel for Intervenor/Interested Party  
Fair Share Housing Center

On behalf of the City of Sea Isle City, with the authorization  
of the governing body:

\_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_

# VACANT LAND INVENTORY

Sea Isle City  
Cape May County, New Jersey

June 24, 2015

Prepared by:



A handwritten signature in cursive script, appearing to read "Marcia R. Shiffman".

Marcia R. Shiffman, P.P., AICP, LL.A  
N.J. Professional Planners License #02428

A handwritten signature in cursive script, appearing to read "Daniel N. Bloch".

Daniel N. Bloch, P.P., AICP, LL.A  
N.J. Professional Planners License #06107

EXHIBIT A  
PAGES 1-20

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## Introduction

Sea Isle City is a barrier island resort community located on the east coast of Cape May County, surrounded by Upper Township, Dennis Township, Middle Township, and Avalon Borough. Sea Isle City occupies the majority of Ludlam Island, which is also occupied by Strathmere (Upper Township) to the north. Sea Isle City encompasses a total of 2.6 square miles within its municipal boundaries.

About 40 percent or 643 acres of Sea Isle City are environmentally constrained, including nearly 400 acres of wetlands and 250 acres of open water bodies. Sea Isle City has preserved over 400 acres of beach, dune, and wetlands for conservation. All of the land within Sea Isle is under jurisdiction of the Division of Coastal Resources of the New Jersey Department of Environmental Protection ("NJDEP") under the Coastal Areas Facilities Review Act ("CAFRA") (N.J.S.A. 13:19). Due to these regulations and constraining environmental features, Sea Isle City is seeking an adjustment of its affordable housing obligation. Sea Isle City is a substantially developed urban municipality, excluding the environmentally constrained lands.

This Vacant Land Inventory is prepared in order to document Sea Isle City's lack of available land capacity, pursuant to N.J.A.C. 5:93-4.2, the New Jersey Council on Affordable Housing ("COAH") Substantive Rules ("COAH's Rules"). As required by COAH's Rules, the Inventory includes the block, lot, address, owner's name, total lot acreage and developable uplands acreage for each property. Also included in this Inventory are the following maps:

1. **Environmental Constraints Map** - showing environmentally sensitive lands, including water bodies and wetlands per NJDEP GIS data and the Special Flood Hazard Area ("SFHA") per the FEMA 2015 Preliminary Flood Risk Zone mapping. Sea Isle City is almost completely encumbered by the SFHA; however, this does not preclude development from occurring, provided that the development meets the flood hazard regulations. Therefore, these lands are not excluded from the Inventory.
2. **Existing Land Use Map** - showing the existing land uses of Sea Isle, displayed by the following classifications: vacant, single-family residential, commercial, agricultural, parkland, other public property, and semi-public properties; also showing environmentally sensitive lands, including wetlands.
3. **Vacant Lands Map** - showing the vacant lands identified as developable in accordance with COAH's Rules.

### Regulatory Jurisdictions

Pursuant to N.J.A.C. 5:93-4.2(e)2.i, within areas of the State regulated by the Coastal Zone Management Rules ("CAFRA's Rules"); N.J.A.C. 7:7E, shall be adhered to. The entirety of Sea Isle City is subject to these regulations.

The Coastal Zone Management Rules also delineate a number of other Coastal and CAFRA Centers in Cape May County. Coastal Centers were delineated by the NJDEP for the purpose of applying impervious cover and vegetative cover requirements until the Coastal Center expires or is superseded by the CAFRA Center. Coastal Centers are further categorized as either Mainland or Non-Mainland Coastal Centers. Mainland Coastal Centers delineated by the NJDEP expired as of February 7, 2005. Non-Mainland and CAFRA Centers are deemed valid until the NJSPC formally adopts revised boundaries, at which time the NJDEP will review and either accept or reject the changes.

Sea Isle City is designated as a non-mainland coastal town center, which follows the municipal boundary of Sea Isle City, but does not include the area north of a line that extends along 22nd Street and along the same bearing from either end of 22nd Street to the mean high water line.

### New Jersey State Development and Redevelopment Plan

In August 2007, Sea Isle City submitted a petition for Initial Plan Endorsement to the New Jersey State Planning Commission. The process delineates the Center and Planning Area boundaries within Sea Isle City, which would provide a basis for where growth and preservation should occur. The State Plan encourages growth within Designated Centers and within the PA1 Metropolitan, PA2 Suburban and PA3 Fringe Planning Areas. Sea Isle City is encompassed within the PA5B Environmentally Sensitive Barrier Island Planning Area. On November 13, 2007, the Office of Smart Growth issued a Consistency Letter, which found significant consistency issues remaining that needed to be resolved prior to OSG's recommendation for endorsement. Sea Isle City entered into a Memorandum of Understanding with the NJ Office of Smart Growth on October 3, 2008 which established an Action Plan for Sea Isle City to establish timelines for completion and evaluation of the tasks.

### Properties Excluded From The Vacant Land Inventory

The only area within Sea Isle City that could accommodate the minimum presumptive density of 6 units per acre is within the town center. Accordingly, this Inventory includes only vacant and developable properties within the town center boundary. However, as provided by N.J.A.C. 5:93-4.2.c, lands meeting certain specified criteria may also be excluded from the Inventory. The following criteria were used to further exclude vacant properties from the Inventory:

- Properties owned by a local government entity that are utilized for a public purpose other than housing;
- Vacant non-contiguous publicly owned parcels which could not accommodate at least 5 dwelling units at a minimum density of 6 units per acre (less than 0.84 acres);
- Vacant non-contiguous privately owned parcels which could not accommodate at least 5 dwelling units at a minimum density of 6 units per acre (less than 0.84 acres);
- Vacant contiguous publicly or privately owned parcels where the merged total could not accommodate at least 5 dwelling units at a minimum density of 6 units per acre (less than 0.84 acres);
- Environmentally sensitive lands, coastal wetlands, which limits the contiguous developable uplands area to less than 0.84 acres; and
- Properties approved for development.

**Vacant And Developable Properties**

After excluding vacant properties per the exclusion criteria mentioned above, there are three properties remaining in Sea Isle City which are vacant and developable (see Vacant Land Inventory List in the Appendix). As the current permitted densities in Sea Isle City exceed the presumptive minimum density of 6 dwelling units per acre, the development potential for each property is calculated based on the existing zoning. The total developable uplands area of these properties is 0.74 acres. Based on current zoning, the properties can be developed with a total of 22 units, resulting in a realistic development potential (RDP) of 4 units. (see Vacant Land Map in the Appendix).

Block No.	Address	Owner	Developable Area	Zoning	Max. Density	Potential Units	RDP
38.07	3800 Sounds Ave	Sound Investment III Partnership	0.14	C-3	34.8	5	1
87.02	145 87th St	Phillips, George	0.33	C-2	34.8	12	2
88.02	136-150 87th St	Phillips, George	0.27	R-2	17	5	1
<b>Total</b>			<b>0.74</b>			<b>22</b>	<b>4</b>



**Parks & Recreation**

According to N.J.A.C. 5:93-4.2(e)(4), Sea Isle City may reserve up to 3 percent of the total developed and developable acreage (acreage of lands not constrained by coastal wetlands or flood hazard areas) for active municipal recreation and up to 3 percent of the municipality's total land area for conservation, parklands and open space. This provision allows Sea Isle City to reserve vacant and developable properties for active recreation or conservation, thus excluding the site or sites from the Vacant Land Inventory.

Active Municipal Recreation

Based on the Recreation and Open Space Inventory (ROSI)<sup>1</sup>, Sea Isle City currently owns eight (8) properties for active municipal recreation use, with a total developable area of 26.99 acres. There are 823.77 acres of developable and developed lands in Sea Isle City. The current active recreation properties result in 3.28% of the total developed and developable lands. This would not permit Sea Isle City to reserve additional lands for active recreation as part of this vacant land inventory analysis. (See Table 5)

Table 5: Active Recreation Calculation

Total Developed & Developable Land Area	823.77 ac	100.00%
= 3 percent		
Total Park & Recreation Reserve	24.71 ac	3.00%
Total Existing Active Park & Recreation Land Area	26.99 ac	3.28%
Land Available for Additional Reserve	0 ac	0

Conservation, Parkland & Open Space

In determining the amount of land which may be designated for conservation, parkland and open space, the amount of existing lands are subtracted from 3 percent of Sea Isle City's total land area. Sea Isle City contains approximately 1,764 acres of land. As demonstrated in the calculations below, 3 percent of Sea Isle City's total land area is 52.94 acres. There are currently 403.72 acres of wholly undeveloped lands held for conservation purposes according to the ROSI, within Sea Isle City, which exceeds the 3 percent threshold for conservation lands. Therefore, no additional conservation, parkland and open space lands may be excluded from the Vacant Land Inventory.

<sup>1</sup> Sea Isle City Recreation and Open Space Inventory, dated January 2003.

**Table 6. Conservation, Parkland & Open Space Calculations**

Total Developed & Developable Land Area	1,764.69 ac	100.00%
+ 3 percent		
= Total Conservation, Parkland & Open Space Reserve	52.94 ac	3.00%
- Total Existing Conservation, Parkland & Open Space Area	403.72 ac	22.88%
= Land Available for Additional Reserve	0 ac	0

**Conclusion**

After excluding properties by the specified criteria provided in COAH's Second Round Rules, there are 0.74 acres of vacant and developable lands within Sea Isle City. As stated in N.J.A.C. 5:93-4.2(f), the minimum presumptive density for these vacant and developable lands is 6 units per acre, and the maximum presumptive set-aside is 20 percent. As the current permitted densities in Sea Isle City exceed the presumptive minimum density of 6 dwelling units per acre, the development potential for each property is calculated based on the existing zoning. Based on current zoning, the properties can be developed with a total of 22 units, resulting in a realistic development potential (RDP) of 4 units.

Sea Isle City's Unmet Affordable Housing Need is the pre-credited affordable housing obligation minus credits of affordable units. Sea Isle City is still required to provide a development strategy that would meet its Unmet Affordable Housing Needs.

Appendix

Vacant Land Inventory List

Block	Lot(s)	Address	Owner	Lot Area	Constrained Area	Developable Area	Constraint	Comment	Zone	Max Density	Potential Units	Medium RDP	RDP
1.02	10-17	2nd & Landis	Sea Isle City	1.30	1.30	0.00	Wetlands	Environmentally Constrained	R-1	9		No	
1.03	6	137 2nd St	Carvelli, Stephen J	0.13	0.13	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
1.03	2.01, 3.01	149 2nd St	Bordeneux, John	0.17	0.17	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
1.03	3.02, 4	141 2nd St	Cottrell, Barbara Ann	0.19	0.19	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
1.03	7, 8	129 2nd St	Duff, Eleanor T & Duff, Francis E Sr	0.24	0.24	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
2.02	5-9, 18-22	216 Landis Ave	Sea Isle City	1.50	1.50	0.00	Wetlands	Environmentally Constrained	P-3	0		No	
2.04	2	Bay At 2nd St	Duff, Daniel E Jr, Etal	0.24	0.00	0.24		Potential Infill Development	R-1	9	2	No	
11.02	16	801 Central Ave	Adolf, Joseph & Leslie	0.21	0.21	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
15.03	10.01	1308-1316 Landis AVE	Sea Isle City	0.37	0.37	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
15.03	23	1316 Landis Ave Rear	Romano, Joseph Etals	0.19	0.19	0.00	Wetlands	Environmentally Constrained	R-1	9		No	
15.03	25		Unknown	0.15	0.15	0.00	Wetlands	Environmentally Constrained	R-1	9		No	
15.03	28	1417 Central Ave	Hodge, Elizabeth E	0.16	0.16	0.00	Wetlands	Environmentally Constrained	R-1	9		No	
15.03	29	1501 Central Ave	Irene S. Jamison Residence Trust	0.17	0.17	0.00	Wetlands	Environmentally Constrained	R-1	9		No	
15.03	19-22	1201 Central Ave	Sea Isle City	0.78	0.78	0.00	Wetlands	Environmentally Constrained	P-2	0		No	

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Block	Lot(s)	Address	Owner	Lot Area	Constrained Area	Developable Area	Constraint	Comment	Zone	Max Density Units	Potential Units	Include in RDP	RDP
19.03	18	1600 Landis Ave	Wernstock, Daniel Etal	0.18	0.18	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
19.03	19	1601 Central Ave	Romano, Joseph Etals	0.19	0.19	0.00	Wetlands	Environmentally Constrained	R-1	9		No	
19.03	21	Central Ave	Kujawa, Mildred S	0.16	0.16	0.00	Wetlands	Environmentally Constrained	R-1	9		No	
19.03	32	1816 Landis Ave Rear	Sea Isle City	0.16	0.16	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
19.03	21, 22	1609 Central Ave	Sea Isle City	0.33	0.33	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
19.03	28, 29	1717 Central Ave	Sea Isle City	0.32	0.32	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
25.03	1.01-1.23	2520 Landis Ave	Sea Isle City	2.89	2.89	0.00	Wetlands	Environmentally Constrained	P-3	0		No	
27.03	24	2700-2706 Landis Ave	Mister, Catherine A	0.21	0.21	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
29.03	6-19	30th St	Sea Isle City	1.90	1.90	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
30.03	9-18	31st St	Sea Isle City	1.41	1.41	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
31.02	8	1105 Landis Ave	Schuler, Elva D	0.13	0.00	0.13		Potential Infill Development	R-2	17	2	No	
31.03	9	111 32nd St	Syzdek, Stanley S & Eleonore A	0.13	0.00	0.13		Potential Infill Development	R-2	17	2	No	
34.03	21	116 34th St	Mascio, Joseph W & Dawn A	0.14	0.00	0.14		Potential Infill Development	R-2	17	2	No	
35.04	40	210 35th St	Scurra, Robert & Barbara	0.06	0.06	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
35.04	21, 22	248 35th St	Scaturaglia, Joseph	0.12	0.12	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
35.05	15, 16	319 36th St	April, Jeffery A	0.12	0.12	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
35.07	1-26	3501 Sounds Ave	Sea Isle City	1.82	1.82	0.00	Wetlands	Environmentally Constrained	P-2	0		No	

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Block	Lot(s)	Address	Owner	Lot Area	Constrained Area	Developable Area	Constraint	Comment	Zone	Max Density	Potential Units	Include in RDP	RDP
36.07	J-18	3500-3534 Sounds Ave	Sea Isle City	0.91	0.91	0.00	Water	Environmentally Constrained	P-2	0		No	
37.03	19.01	126 37th St	Lederer, Thomas J & Rita G	0.11	0.00	0.11		Potential Infill Development	R-2	17	2	No	
37.03	19.02	122 37th St	Walsh, Mary Beth, Trustee	0.12	0.00	0.12		Potential Infill Development	R-2	17	2	No	
37.07	13.02, 15.02, 16-19	3600 Sounds Ave	Millen, John J Jr & Kathleen M	0.20	0.00	0.20		Potential Infill Development	R-2	17	3	No	
38.06	11, 12			0.13	0.13	0.00	Wetlands	Environmentally Constrained	C-3	34.8		No	
38.06	1-5, 11-16, 19-22	3811-3819 Sounds Ave	Sea Isle City	0.54	0.54	0.00	Wetlands	Environmentally Constrained	C-3	34.8		No	
38.06	17, 18			0.20	0.20	0.00	Wetlands	Environmentally Constrained	C-3	34.8		No	
38.06	6-10, 17, 18	412 38th St	Platt, E Winfield Jr & Virginia	0.28	0.28	0.00	Wetlands	Environmentally Constrained	C-3	34.8		No	
38.07	4.01, 5.01, 6.01	3810 Sounds Ave	Fair Investments Partnership	0.09	0.09	0.00	Wetlands	Environmentally Constrained	C-3	34.8		No	
38.07	9-10.01	3800 Sounds Ave	Sound Investment In Partnership	0.14	0.00	0.14		Potential Development	C-3	34.8	5	Yes	1
39.02	3.01, 3.02	27 40th St	Jersey Shore Properties LLC	0.13	0.00	0.13		Potential Infill Development	C-1	34.8	4	No	
39.05	41, 42	314 39th St	Syzdek, Stanley S & Elconore A	0.13	0.00	0.13		Potential Infill Development	R-2	17	2	No	
40.05	19, 20	311 Jfk Blvd	Sea Isle City	0.13	0.00	0.13		Part of Adjacent Development	P-3	0		No	
42.04	13.02, 14.02, 15.02, 16.02	4208 Central Ave	Montgomery, Richard & Jacqueline R	0.11	0.00	0.11		Potential Infill Development	R-2	17	2	No	
43.04	27, 28	212 43rd St	Conti, Carmen & Ruth	0.13	0.00	0.13		Potential Infill Development	R-2	17	2	No	
43.05	1.01, 2.01, 3.01, 4.01	301 44th St	Moretti & Moretti Partnership	0.13	0.00	0.13		Under Construction	C-3	34.8		No	
44.04	4.01	225 45th St	La Rosa, Florence Ellis C/O Teffy	0.03	0.00	0.03		Undersized	R-2	17		No	

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Block	Lot(s)	Address	Owner	Est. Area	Constrained Area	Developable Area	Constraint	Comments	Zone	Max Density	Potential Units	Include in RDP	RDP
44-04	29-32	204 44th St	Lidicoff-Renton Family Museum	0.26	0.00	0.26		Potential Infill Development	R-2	17	4	No	No
44-05	82-84	4481 Venetian Road	4477 Venetian, LLC	0.17	0.00	0.17		Potential Infill Development	R-2A	18	3	No	No
47-04	29, 30	206 47th St	Pittaluga, Frank & Santa	0.13	0.00	0.13		Potential Infill Development	R-2	17	2	No	No
48-05	12-82	49th St	Sea Isle City	3.87	3.87	0.00	Wetlands	Environmentally Constrained	P-2	0		No	No
49-04	1-18	245 50th St	Sea Isle City	2.12	2.12	0.00	Wetlands	Environmentally Constrained	P-2	0		No	No
51-03	900	114 51st St	Buehhold, Judith A	0.12	0.00	0.12		Potential Infill Development	R-2	17	2	No	No
51-03	902	110 51st St	Neri, Lawrence M	0.12	0.00	0.12		Potential Infill Development	R-2	17	2	No	No
51-04	877	221 52nd St	Armentano, Thomas L	0.11	0.11	0.00	Wetlands	Environmentally Constrained	P-2	0		No	No
52-04	845	209 53rd St	Farley, James J Etals	0.13	0.13	0.00	Wetlands	Environmentally Constrained	P-2	0		No	No
52-04	837, 839	225 53rd St	Giucio, Gracico Tr Grucio & Cugino	0.26	0.26	0.00	Wetlands	Environmentally Constrained	P-2	0		No	No
53-05	176-186		Sea Isle City	1.42	1.42	0.00	Wetlands	Environmentally Constrained	P-2	0		No	No
54-05	151-174	55th & Roberts Ave	Sea Isle City	3.06	3.06	0.00	Wetlands	Environmentally Constrained	P-2	0		No	No
55-04	1555	218 55th St	Mariani, George	0.16	0.00	0.16		Potential Infill Development	R-2	17	3	No	No
55-05	1575.04		Unknown	0.11	0.11	0.00	Wetlands	Environmentally Constrained	P-2	0		No	No
55-05	1593	338 55th St	Barrett, Thomas Jr	0.22	0.22	0.00	Wetlands	Environmentally Constrained	P-2	0		No	No
55-05	1576, 1577	5504 Roberts Ave	Grucio, James J Tr Philip A	0.21	0.21	0.00	Wetlands	Environmentally Constrained	P-2	0		No	No
55-05	1579-1583.02, 1594-1597	5501 Kneass St	Grucio, Douglas J	1.12	1.12	0.00	Wetlands	Environmentally Constrained	P-2	0		No	No

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Block	Lots	Address	Owner	Lot Area	Constrained Area	Developable Area	Constraint	Comment	Zone	Max Density	Potential Units	Include in RDP	RDP
55.05	1585, 1587, 1589, 1591	322.55th St	Grucio, Philip A & Doris	0.88	0.88	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
55.06	1	Wetlands	Kuite, Michael & Bruno, Sharon	4.12	4.12	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
57.03	1380	5701 Central Ave	Phillips, Doma Jennie	0.13	0.00	0.13		Potential Infill Development	R-2	17	2	No	
58.03	1294	110.58th St	Syzdek, Stanley S & Eleonore A	0.13	0.00	0.13		Potential Infill Development	R-2	17	2	No	
59.04	1.27	Central Ave Rear	Desiderio, Michael J	12.38	12.38	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
59.05	10	5926 Soundh Ave	Tavis, John Malcolm	0.27	0.27	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
63.03	45	6301 Emmeus Rd	Desiderio Partnership	0.12	0.00	0.12		Part of Adjacent Development	C-5	34.8		No	
63.03	46	6305 Emmeus Rd	Desiderio Partnership	0.11	0.00	0.11		Part of Adjacent Development	C-5	34.8		No	
63.03	47	6309 Emmeus Rd	Desiderio Partnership	0.12	0.00	0.12		Part of Adjacent Development	C-5	34.8		No	
63.03	48	6313 Emmeus Rd	Desiderio Partnership	0.11	0.00	0.11		Part of Adjacent Development	C-5	34.8		No	
63.03	49	6317 Emmeus Rd	Desiderio Partnership	0.12	0.00	0.12		Part of Adjacent Development	C-5	34.8		No	
63.03	51	6325 Emmeus Rd	Desiderio Partnership	0.15	0.00	0.15		Part of Adjacent Development	C-5	34.8		No	
63.03	52	6329 Emmeus Rd	Sea Isle City	0.02	0.00	0.02		Undersized	R-2	17		No	
63.04	44	6.26 Emmeus Rd	Freda, Kathryn A Etal	0.11	0.00	0.11		Part of Adjacent Development	R-2	17		No	
69.02	1134-1143	Wetlands	Desiderio, Michael J	1.35	1.35	0.00	Wetlands	Environmentally Constrained	P-3	0		No	
69.03	1		Unknown	0.60	0.60	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
69.03	1165		Unknown	0.02	0.02	0.00	Wetlands	Environmentally Constrained	P-2	0		No	

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Block	Lot(s)	Address	Owner	Lot Area	Consumed Area	Developable Area	Constraint	Comment	Zone	Max Density	Potential Units	Include in RDP	RDP
69.03	1144-1164	Roberts Ave	Desiderio, Michael J	2.33	2.33	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
70.04	1087	209 71st St	Dyduck, John & Lois	0.13	0.13	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
70.04	1088-1106	70th St	Desiderio, Michael J	2.31	2.31	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
70.05	1107-1130	7012 Roberts Ave	Desiderio, Michael J	3.04	3.04	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
70.06		Wetlands	Desiderio, Michael J	5.01	5.01	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
71.04	992	209 72nd St	Desiderio, F Tr & J % Barnett, John	0.13	0.13	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
71.04	993-1011	210 71st St	Desiderio, F Tr & J Jr & Barnett, J	2.41	2.41	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
71.05	1012-1019	7112 Roberts Ave	Desiderio, F Tr & J Jr & Barnett, J	1.92	1.92	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
71.05	1020-1035	318 71st St	Desiderio, F Tr & J Jr & Barnett, J	2.03	2.03	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
72.04	895-905	209 73rd St	Desiderio, F Tr & J Jr % Barnett, J	1.38	1.38	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
72.04	906-938	230 72nd St	Desiderio, F Tr & J Jr & Barnett, J	4.13	4.13	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
73.04	798-841	209 74th St	Silverman, K & Freda, J Etals	5.58	5.58	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
74.03	716	7409 Central Ave	Ausman, E F & P v C/O Aushman P	0.13	0.00	0.13		Potential Infill Development	R-2	17	2	No	
74.04	724-742	210 74th St	Silverman, K & Freda, J Etals	2.26	2.26	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
74.05		Wetlands	Silverman, K & Freda, J Etals	5.62	5.62	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
75.03	626	113 76th St	Desiderio, Leonard J & Carmela	0.12	0.00	0.12		Potential Infill Development	R-2	17	2	No	
75.04	651-667	214-75th St	Silverman, K & Freda, J Etals	1.42	1.42	0.00	Wetlands	Environmentally Constrained	P-2	0		No	



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Block	Lot(s)	Address	Owner	Lot Area	Constrained Area	Developable Area	Constraint	Comment	Zone	Max Density	Potential Units	Include in RDP	RDP
76.04	591, 592	7605 Roberts Ave	Silverman, K & Freda, J Etals Tr	0.26	0.26	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
77.01	443.02, 443.03	7701 Pleasure Ave	Biehl, Charles W.F.	0.13	0.00	0.13		Potential Infill Development	R-2	17	2	No	
77.05	1.01	Wetlands	Silverman, K & Freda, J Etals	7.14	7.14	0.00	Water	Environmentally Constrained	P-2	0		No	
77.05	1.03	7708 Roberts Ave	D. Anjofelli, Robert L. Sr Pt	0.12	0.00	0.12		Potential Infill Development	R-2	17	2	No	
77.05	1.1	7744 Roberts Ave	Sea Isle City	0.13	0.13	0.00	Water	Environmentally Constrained	R-2	17		No	
79.04	346	217 80th St	Urbonewski, William P & Patricia R	0.13	0.00	0.13		Potential Infill Development	R-2	17	3	No	
80.03	248	126 80th St	Krier, Joseph R. & Candace S	0.12	0.60	0.12		Potential Infill Development	R-2	17	3	No	
80.04	273, 275	229 81st St	Crowley Joan P & King, Shirley A	0.25	0.25	0.00	Wetlands	Environmentally Constrained	R-2	17		No	
80.04	277-280	237 81st St	Distasio, Jos & Distasio, John V	0.37	0.37	0.00	Wetlands	Environmentally Constrained	P-2	0		No	
81.04	199.01, 199.02, 202	8104 Latham Ave	Feola, Louis Jr. & Feola, John	0.13	0.13	0.00	Water	Environmentally Constrained	P-2	0		No	
81.04	203, 199.03	8100 Latham Ave	Distasio, John V & Deborah M	0.13	0.13	0.00	Water	Environmentally Constrained	P-2	0		No	
82.03	99	107 83rd St	Estate Of N Carbonetta C/O A Larro	0.13	0.00	0.13		Potential Infill Development	R-2	17	3	No	
83.03	57.01		Unknown	0.06	0.00	0.06		Undersized	R-2	17		No	
85.04	27.01	212 84th St	Megurk, John E & Barbara J	0.09	0.00	0.09		Undersized	R-2	17		No	
85.04	18.02, 19	219 85th St	Thomas, Mario R Rev Living Trust	0.12	0.00	0.12		Potential Infill Development	R-2	17	2	No	
85.04	20, 21	215 85th St	Miller, Robert E	0.19	0.00	0.19		Potential Infill Development	R-2	17	4	No	
86.04	1.01		Unknown	0.95	0.95	0.00	Water	Environmentally Constrained	C-3	34.8		No	

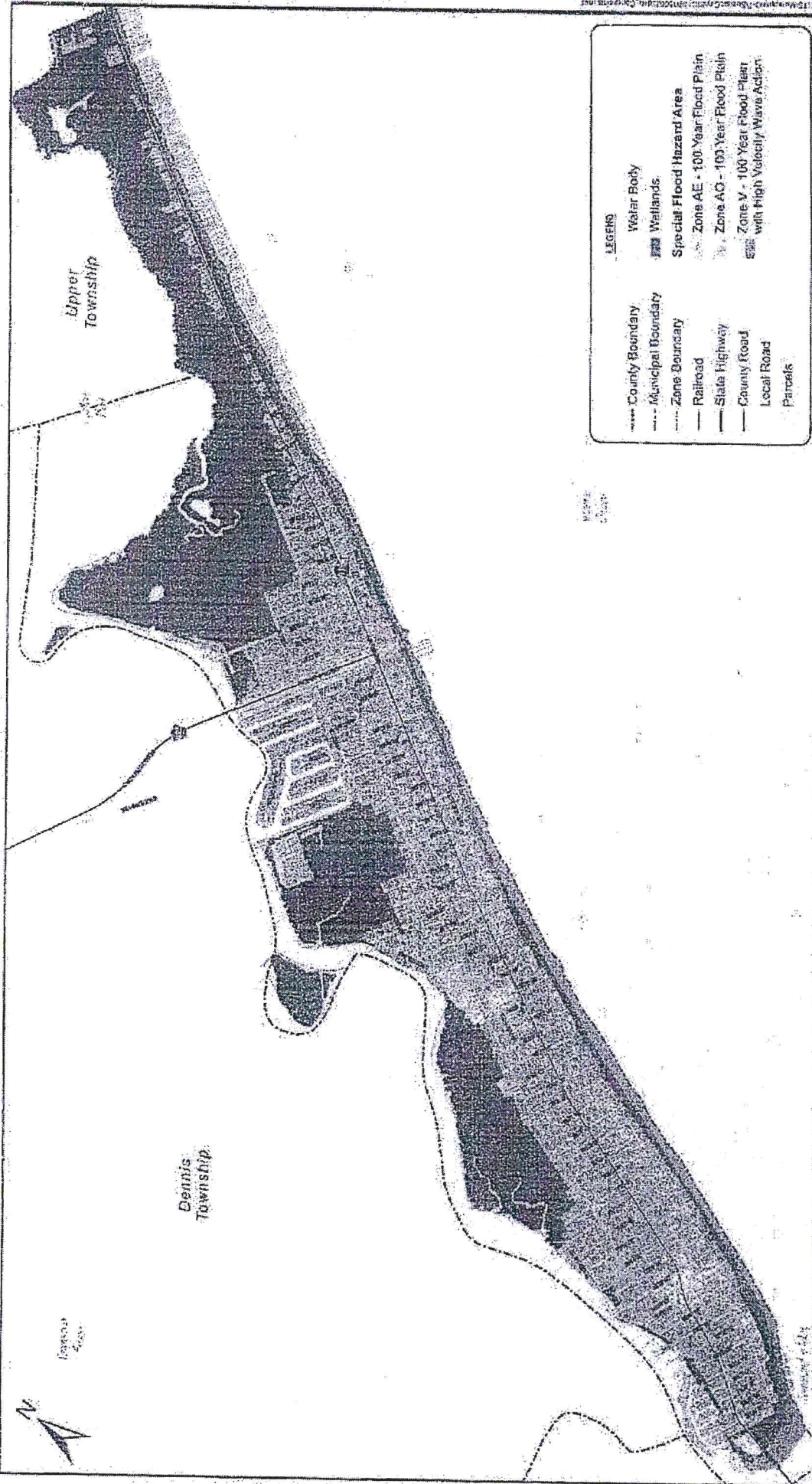
Vacant Land Inventory  
Sea Isle City

June 24, 2015

Block	Lots	Address	Owner	Lot Area	Constrained Area	Developable Area	Constraints	Comments	Zone	Max Density	Potential Units	Increase in RDP	RDP
86.04	3.01	Rip Grant	T1 Yacht Club & Willard Walt	1.36	1.36	0.00	Water	Environmentally Constrained	C-6	0		No	
86.04	4.01		Unknown	0.24	0.24	0.00	Water	Environmentally Constrained	C-3	34.8		No	
87.02	1.2.01, 2.02, 3.01, 3.02, 4.5.01, 12.05, 13.06, 14.05, 50.01	145 87th St	Phillips, George	0.28	0.00	0.33		Potential Development	C-2	34.8	12	Yes	2
88.02	23-28.01	136-150 87th St	Phillips, George	0.27	0.00	0.27		Potential Development	R-2	17	5	Yes	1
88.03	20, 21, 28, 29	203 88th St	Phillips, George	0.19	0.00	0.19		Potential Infill Development	R-2	17	4	No	
88.05	4.02, 4.05	8709 Sounds Ave	Pier 88 Marina LLC	0.09	0.09	0.00	Wetlands	Environmentally Constrained	C-3	34.8		No	
88.04	1.01, 1.02	87-88th & Sounds Ave	Sea Isle City	0.35	0.35	0.00	Wetlands	Environmentally Constrained	C-3	34.8		No	
89.01	1.01-3.02	8819 Pleasure Ave	D'urro, Giuseppe & Maria G	0.12	0.00	0.12		Potential Infill Development	R-2	17	3	No	
89.02	19.02, 20	117 89th St	Jakovlevs, Jr Valentine	0.06	0.09	0.06		Undersized	R-2	17		No	
89.03	34, 35	214 88th St	Pier 88 Marina LLC	0.10	0.00	0.10		Potential Infill Development	R-2	17	2	No	
89.03	46, 47	8800 Landis Ave	Pier 88 Marina LLC	0.10	0.00	0.10		Potential Infill Development	R-2	17	2	No	
89.03	9, 10	8801 Sounds Ave	Pier 88 Marina LLC	0.18	0.18	0.00	Wetlands	Environmentally Constrained	C-3	34.8		No	
90.04	23, 24	8900 Sounds Ave	Pier 88 Marina	0.23	0.23	0.00	Water	Environmentally Constrained	C-3	34.8		No	
92.04	1-3	9108 Sounds Ave	Hey, Elizabeth K @ Hey, Jeffrey	0.17	0.17	0.00	Water	Environmentally Constrained	P-2	0		No	
Total				1071.15	1016.00	6.58					106		5

Potential Redevelopment Sites

Block	Lot(s)	Address	Owner	Lot Area	Constrained Area	Developable Area	Comment	Zone
39.04	9, 10, 01-12, 02, 13-16, 23, 23, 24, 110, 120	241 40th St	JCP&I	1.17	0	1.17	Contaminated Site	R-2
41.03	7 & 8.01	122 West Jersey Ave	Sea Isle City	0.13	0	0.13	Former Emergency Mgt Bldg	R-2
44.03	11 & 12	4416 Landis Ave	Sea Isle City	0.25	0	0.25	(Former City Hall) Parking Lot	C-1



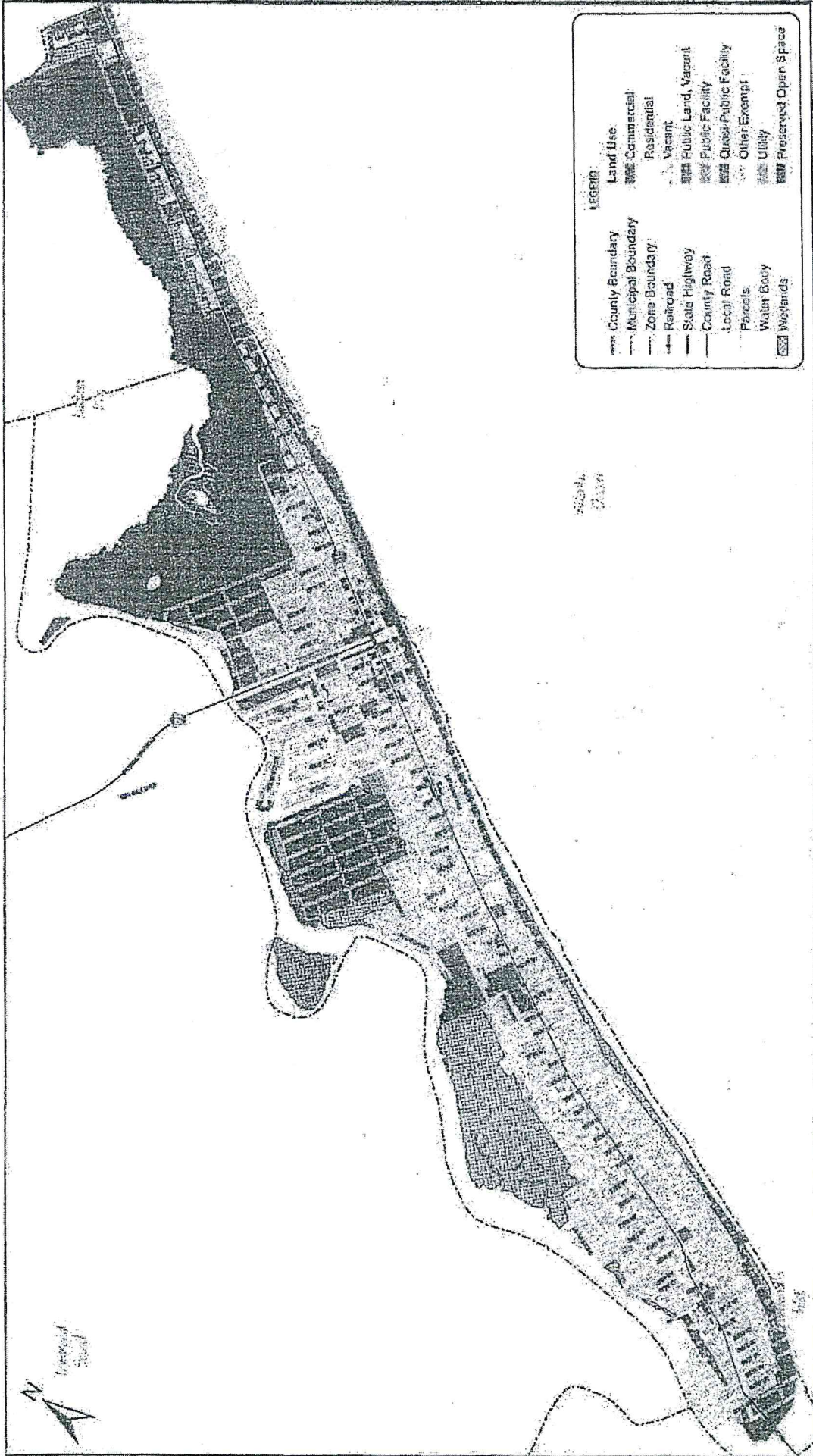
- LEGEND**
- County Boundary
  - - - Municipal Boundary
  - - - Zone Boundary
  - Railroad
  - State Highway
  - County Road
  - Local Road
  - Parcels
  - Water Body
  - Wetlands
  - Special Flood Hazard Area**
  - Zone AE - 100 Year Flood Plain
  - Zone AO - 100 Year Flood Plain with High Velocity Wave Action
  - Zone V - 100 Year Flood Plain

# Environmental Constraints

Sea Isle City  
County of Cape May, New Jersey



NOTE: THIS MAP WAS PREPARED FOR THE COUNTY OF CAPE MAY, NEW JERSEY. IT IS THE PROPERTY OF MASER CONSULTANTS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MASER CONSULTANTS, INC.



- Legend**
- County Boundary**  
 --- County Boundary
- Municipal Boundary**  
 --- Municipal Boundary
- Zone Boundary**  
 --- Zone Boundary
- Railroad**  
 --- Railroad
- State Highway**  
 --- State Highway
- County Road**  
 --- County Road
- Local Road**  
 --- Local Road
- Parcels**  
 --- Parcels
- Water Body**  
 --- Water Body
- Wetlands**  
 --- Wetlands
- Land Use**
- Commercial
  - Residential
  - Vacant
  - Public Land, Vacant
  - Public Facility
  - Quasi-Public Facility
  - Other Exempt
  - Utility
  - Preserved Open Space

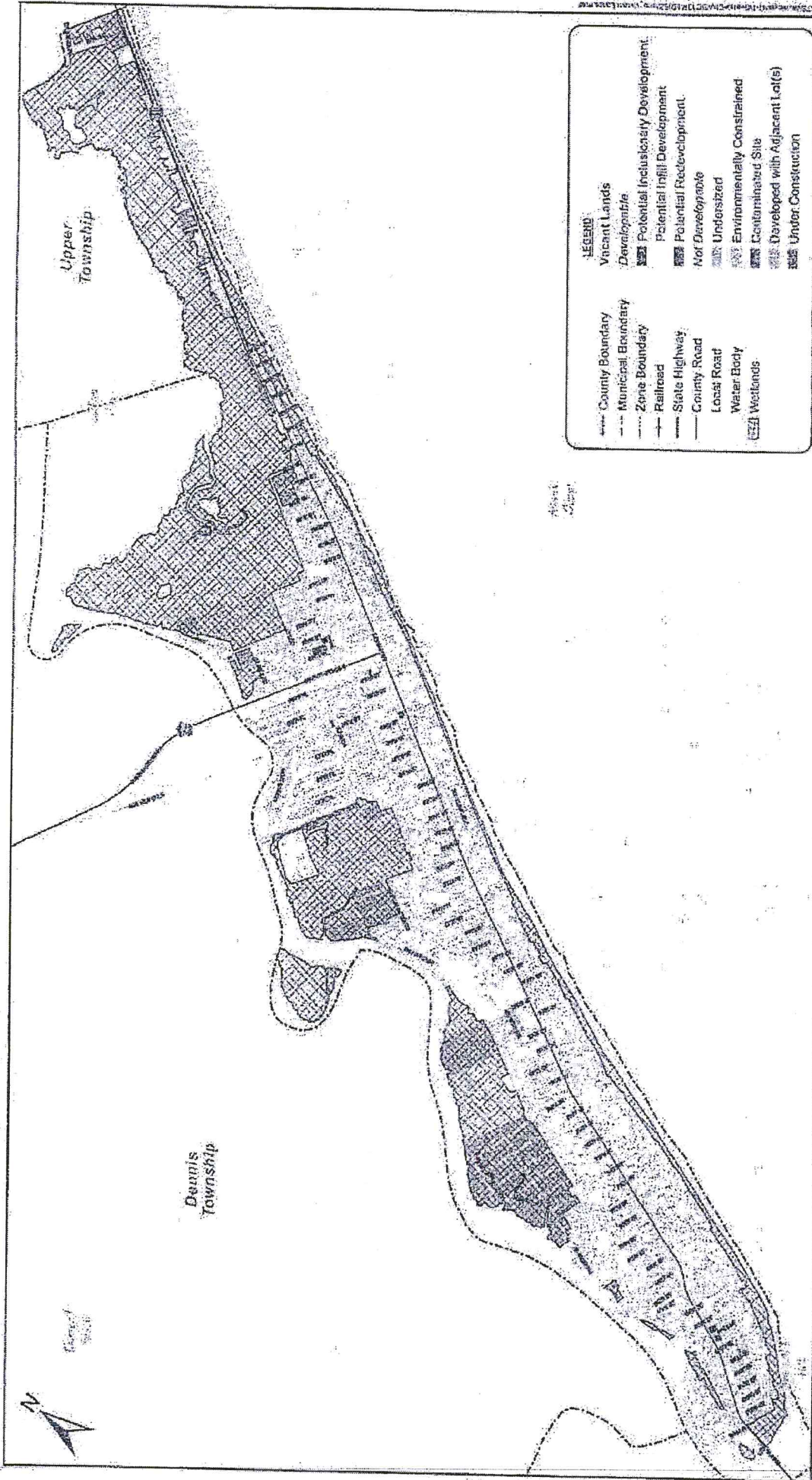
**Existing Land Use**  
 Sea Isle City  
 County of Cape May, New Jersey



June 2015



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**LEGEND**

--- County Boundary	--- Vacant Lands
... Municipal Boundary	Developmental
-.-.- Zone Boundary	Potential Inclusionary Development
—+— Railroad	Potential Infill Development
== State Highway	Potential Redevelopment
— County Road	Not Developable
— Local Road	Underutilized
Water Body	Environmentally Constrained
Wetlands	Contaminated Site
	Developed with Adjacent Lot(s)
	Under Construction

# Vacant Lands

Sea Isle City  
County of Cape May, New Jersey

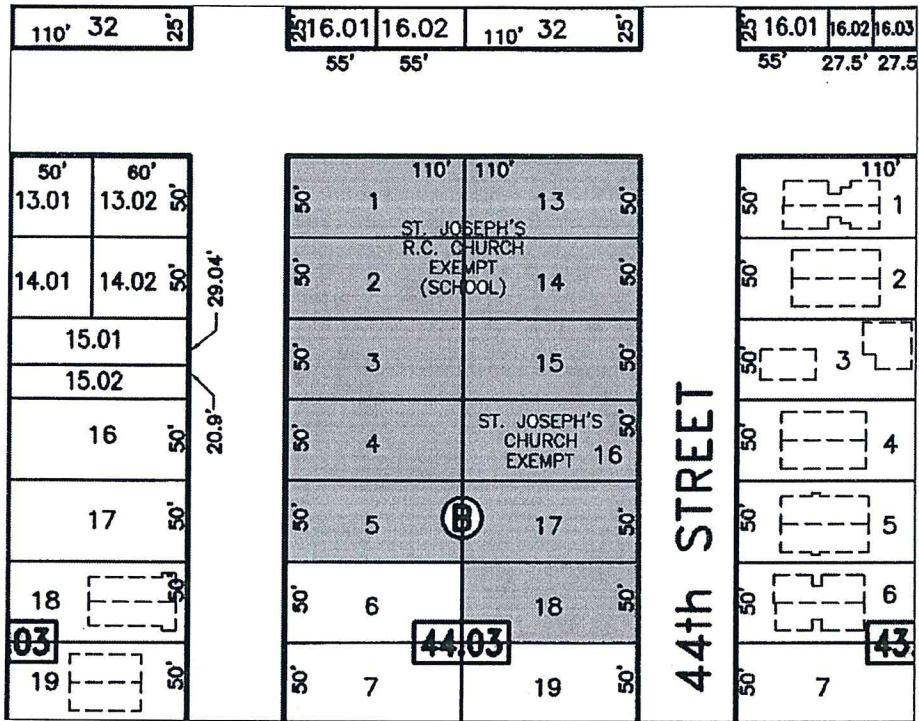


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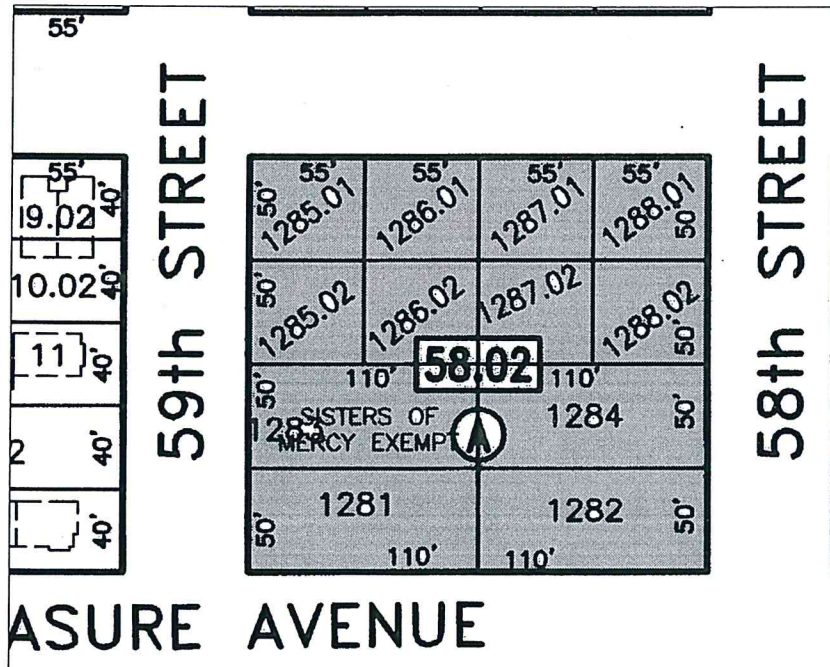


June 2015

Sea Isle City  
AGE RESTRICTED HOUSING ZONE



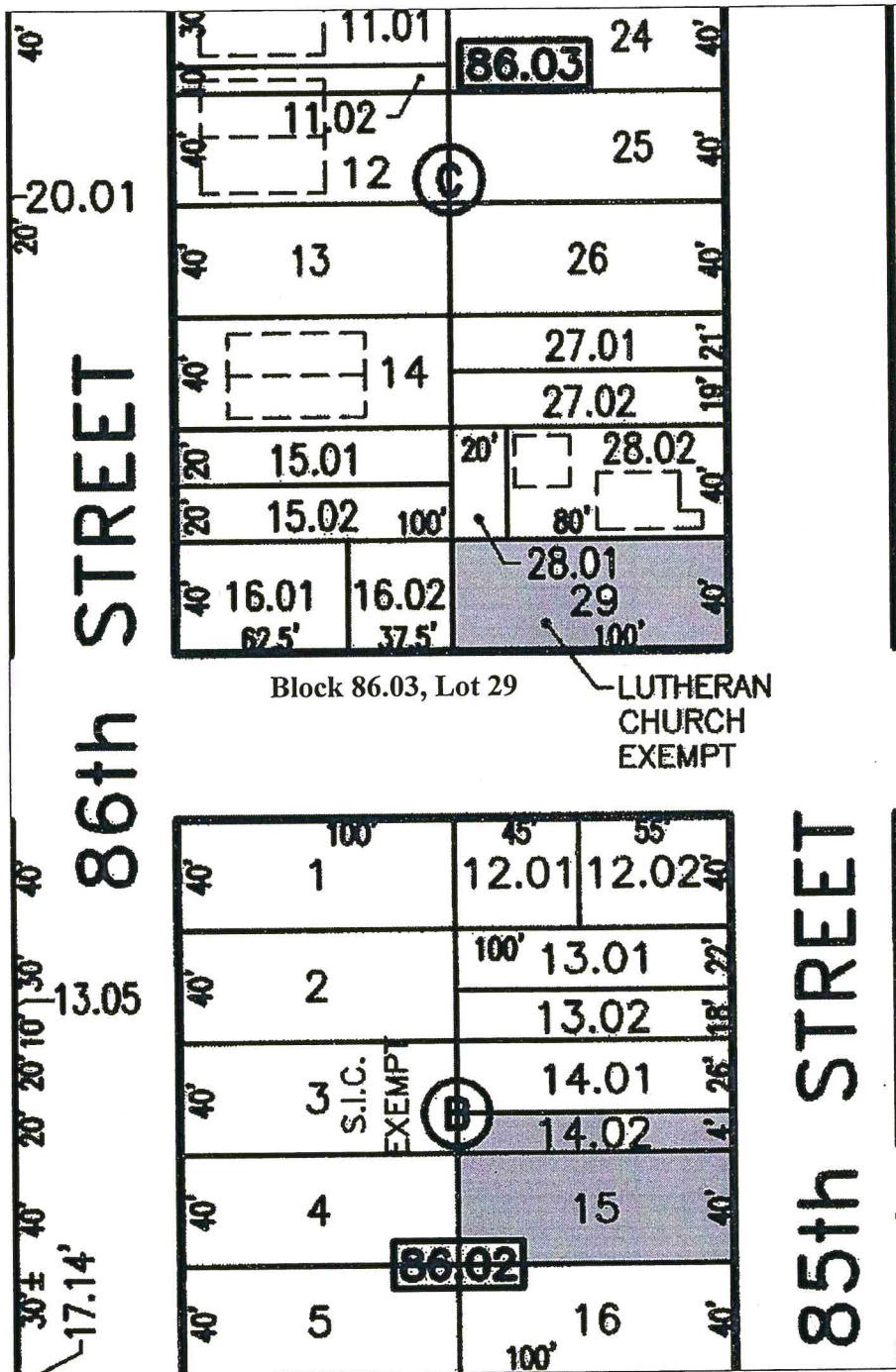
Block 44.03, Lots 1, 2, 3, 4, 5, 13, 14, 15, 16, 17, and 18



Block 58.02, Lots 1281, 1282, 1283, 1284, 1285.01 1285.02, 1286.01, 1286.02, 1287.01, 1287.02, 1288.01 and 1288.02

Sea Isle City

AGE RESTRICTED HOUSING ZONE

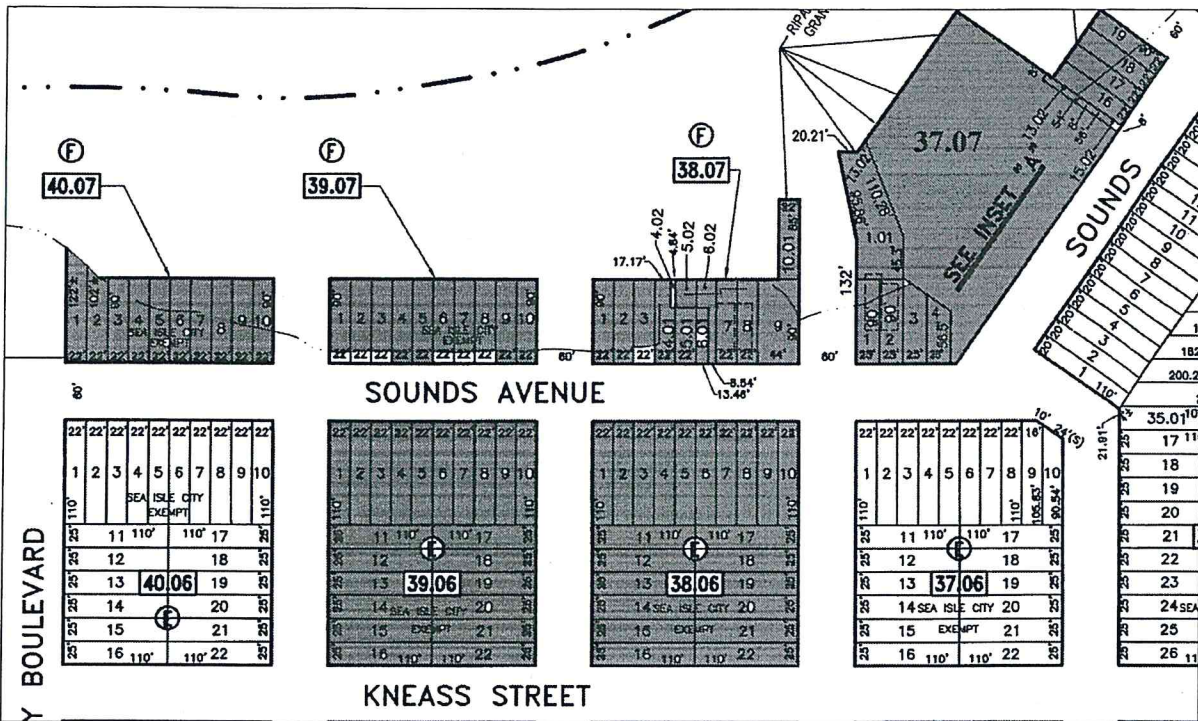


Block 86.02, Lot 14.02 and 15



Sea Isle City

OVERLAY INCLUSIONARY ZONE - PORTIONS OF C2 AND C3



Block 37.07, Lots 1, 1.01, 2, 3, 4, 5, 5.01, 6.01, 6.02, 6.03, 6.04, 7, 7.01, 8, 9.01, 9.02, 9.03, 9.04, 10, 10.01, 11, 12, 13, 13.01, 13.02, 14, 15.01, 15.02, 16, 17, 18, and 19

Block 38.06, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22

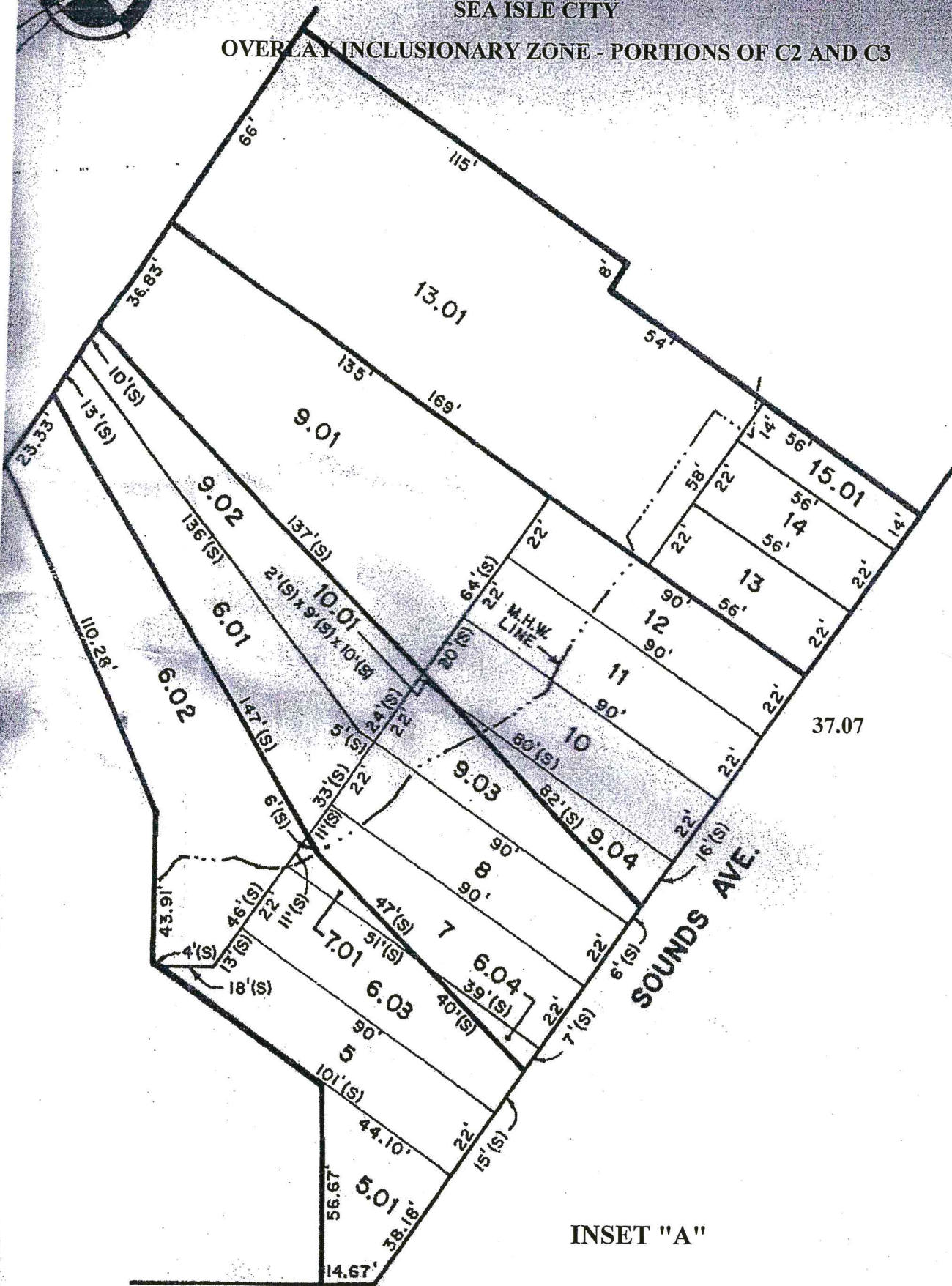
Block 38.07, Lots 1, 2, 3, 4.01, 4.02, 5.01, 5.02, 6.01, 6.02, 7, 8, 9, and 10.01

Block 39.06, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22

Block 39.07, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10

Block 40.07, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10

SEA ISLE CITY  
OVERLAY INCLUSIONARY ZONE - PORTIONS OF C2 AND C3



37.07

INSET "A"

SOUNDS AVE.

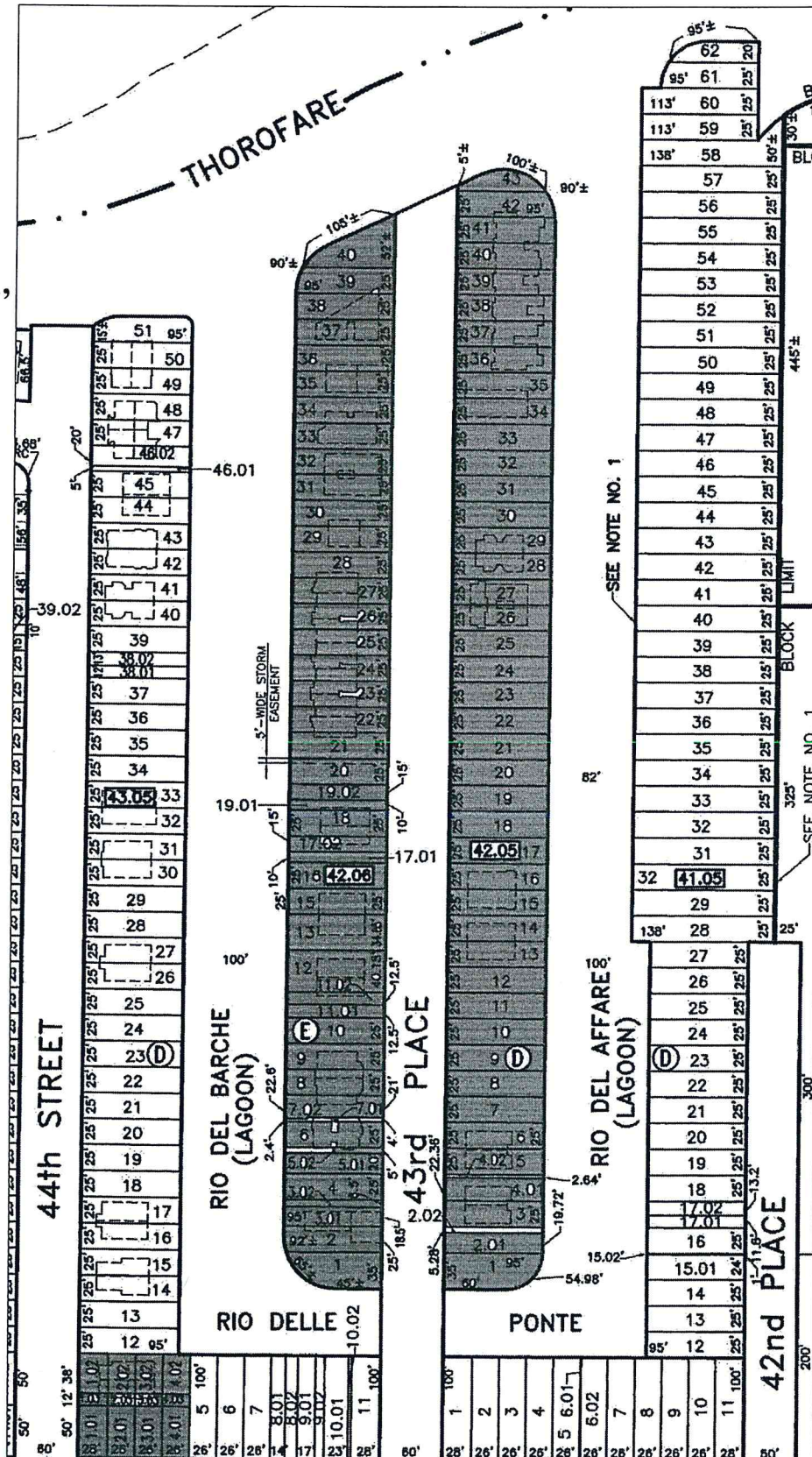
SOUNDS AVE.

EXHIBIT C-2

SHEET NO. 4

OVERLAY INCLUSIONARY ZONE - PORTIONS OF C2 AND C3

Block 42.06,  
 Lots 1, 2, 3.01,  
 3.02, 4, 5.01,  
 5.02, 6, 7.01,  
 7.02, 8, 9,  
 10, 11.01,  
 11.02, 12,  
 13, 15, 16,  
 17.01, 17.02,  
 18, 19.01,  
 19.02, 20,  
 21, 22, 23,  
 24, 25, 26,  
 27, 28, 29,  
 30, 31, 32,  
 33, 34, 35,  
 36, 37, 38,  
 39, and 40

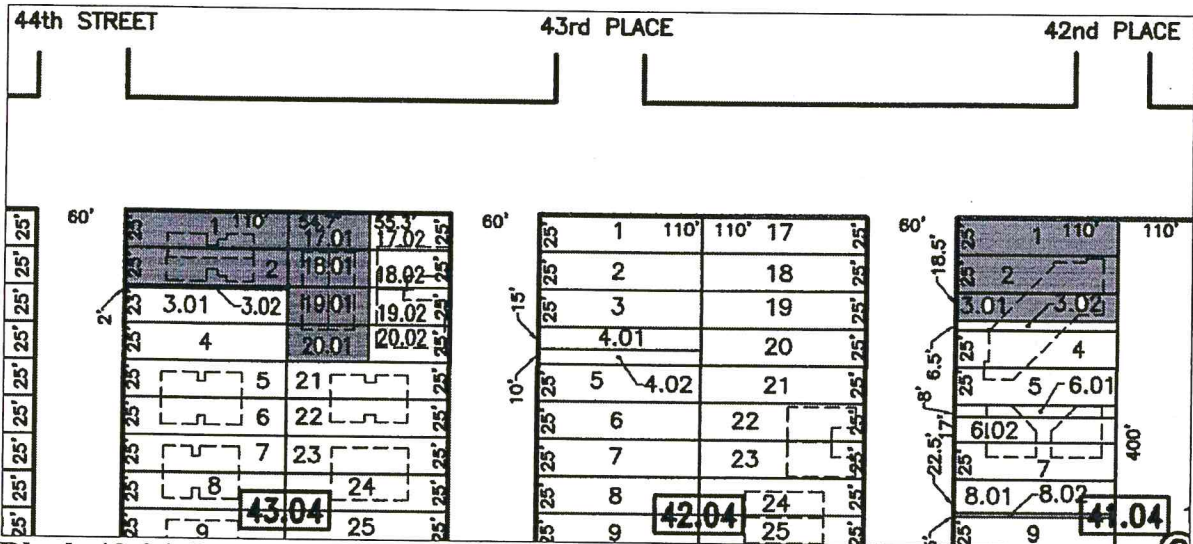


Block 42.05,  
 Lots 1, 2.01,  
 2.02 3, 4.01,  
 4.02, 5, 6, 7,  
 8, 9, 10, 11,  
 12, 13, 14, 15,  
 16, 17, 18, 19,  
 20, 21, 22, 23,  
 24, 25, 26, 27,  
 28, 29, 30, 31,  
 32, 33, 34, 35,  
 36, 37, 38, 39,  
 40, 41, 42, and  
 43

Block 43.05, Lots 1.01, 1.02, 1.03, 2.01, 2.02, 2.03, 3.01, 3.02,  
 3.03, 4.01, 4.02, and 4.03

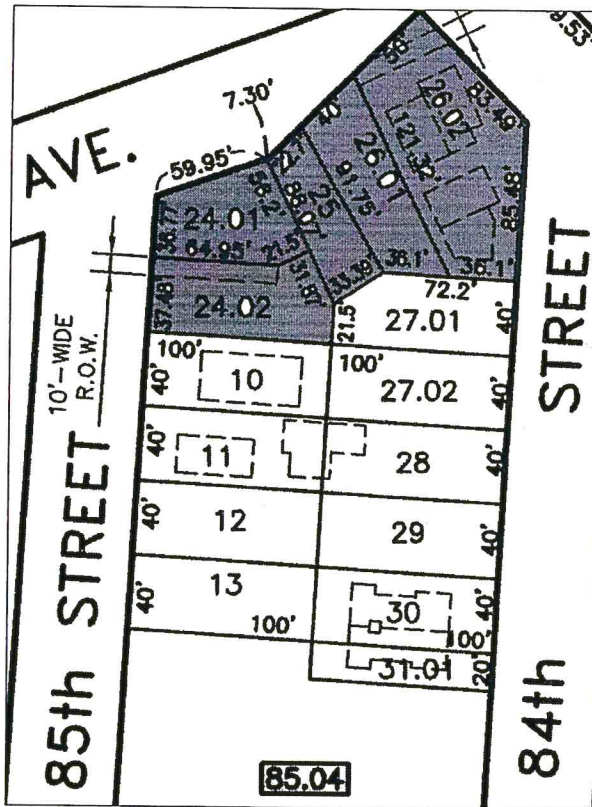
Sea Isle City

OVERLAY INCLUSIONARY ZONE - PORTIONS OF C2 AND C3



Block 43.04, Lots 1, 2, 17.01, 18.01, 19.01, and 20.01

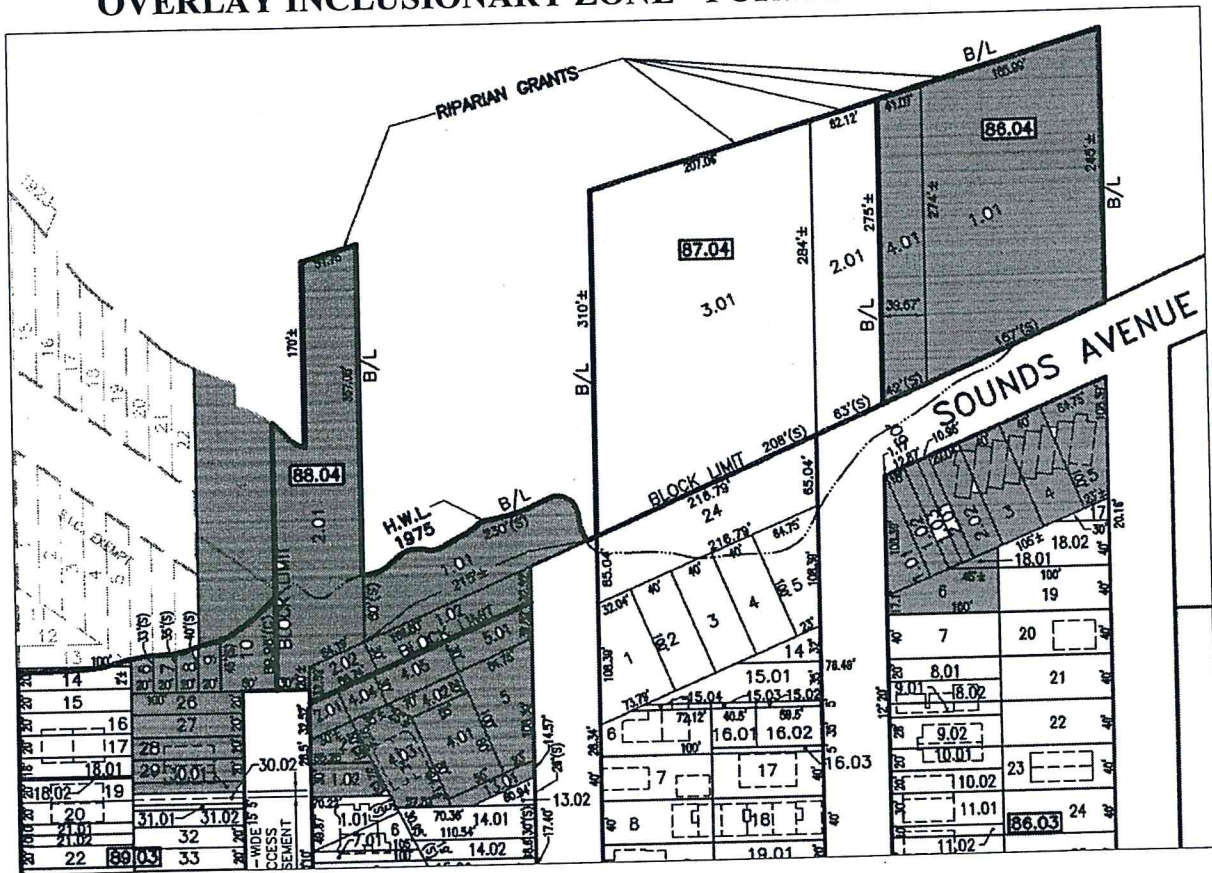
Block 41.04, Lots 1, 2, 3.01, and 3.02



Block 85.04, Lots 24.01, 24.02, 25, 26.01, and 26.02

Sea Isle City

OVERLAY INCLUSIONARY ZONE - PORTIONS OF C2 AND C3



Block 86.03, Lot 1.01, 1.02, 1.03, 2.01, 2.02, 3, 4, 5, 6, and 18.01

Block 86.04, Lots 1.01 and 4.01

Block 88.03, Lots 1.02, 2, 2.01, 4.01, 4.02, 4.03, 4.04, 4.05, 5, 5.01, and 13.01

Block 88.04, Lots 1.01, 1.02, 2.01, and 2.02

Block 89.03, Lots 6, 7, 8, 9, 10, 26, 27, 28, 29, and 30.01

Sea Isle City

OVERLAY INCLUSIONARY ZONE - PORTIONS OF C2 AND C3



Block 59.03, Lots 14.01, 14.02, 15.01, 15.02, 29.01, 29.02, 30.01, and 30.02

Block 60.03, Lots 17 and 26.10

Block 61.03, Lot 26.09