

## HOUSING COOPERATION AGREEMENT

This Housing Cooperation Agreement (the "Agreement"), dated and effective as of the last date of signing below (the "Effective Date"), is entered into by and between the unhoused men and women represented by the law firm of Lowenstein Sandler LLP ("LS") who are signing at the end of this Agreement (together, the "Clients"), on the one hand, and the Township of Toms River, New Jersey (the "Township"), the other hand. The Clients and the Township are jointly referred to as the "Parties."

**WHEREAS**, the Clients are living or recently lived on public land in or adjoining Winding River Park in Toms River, New Jersey (the "Park"); and

**WHEREAS**, the Clients confirm by signing this Agreement that they are represented by Jeffrey J. Wild, Esq. and his firm, LS, for purposes of entering into this Agreement; and

**WHEREAS**, the Township and the Clients agree that no one should have to live outdoors, particularly now with winter approaching, and so are entering into this Agreement in order to cooperate and seek to solve the problem together;

**NOW, THEREFORE, IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES TO THIS AGREEMENT COVENANT AND AGREE AS FOLLOWS:**

1. **One-Half Year of Safe Indoor Housing**. The Township shall pay, to the extent needed, for six months of Safe Indoor Housing for the Clients, in exchange for the Clients' voluntarily vacating the Park on the terms described in ¶ 2 of this Agreement. For purposes of this Agreement, "Safe Indoor Housing" means a habitable motel, hotel, apartment or house that has working heat and electricity, internet access, a private bed, a working bathroom with a shower or bathtub, and either: (a) one included breakfast or other meal per day; or (b) a means of having or

preparing meals (such as a working refrigerator, stove or microwave). The six-month period (the "Six-Month Period") shall begin on the Effective Date of this Agreement or the first date on which a Client is provided with Safe Indoor Housing at the Township's expense, whichever is later. The Township will use its best efforts to provide the Safe Indoor Housing within Ocean County, but may do so in Monmouth County or Atlantic County if necessary.

2. Applying for Permanent Housing. During the Six-Months Period, the Clients shall be entitled to contact Collaborative Support Programs of New Jersey, Inc. ("CSPNJ") to obtain assistance with the Clients applying (to the extent they have not already done so) for low-income rental housing ("Rental Assistance") through any programs for which any of the Clients may qualify, by contacting CSPNJ at 732-780-1175 or emailing Pam Baker, CSPNJ's Deputy Director of Homelessness Services, [pbaker@cspnj.org](mailto:pbaker@cspnj.org). Nothing in this Agreement shall prohibit any of the Clients from using or continuing to use a different profit, *e.g.*, HABCore or a veterans-assistance agency, to seek Rental Assistance or any other assistance.

3. Agreement to Vacate Park. As long as the Township is in compliance with its obligations under this Agreement, each of the Clients: (a) shall vacate the Park as soon as he or she has been provided with Safe Indoor Housing; and (b) not return to live or sleep in the Park during the Six-Month Period or at any time thereafter.

4. Notices. Any notices pursuant to this Agreement shall be deemed effective if sent to a Party by email and FedEx or another professional courier service to the addresses listed below (or to such other substitute addresses as may hereafter be given through written notice by any of the Parties or their counsel):

TO THE CLIENTS:

Lowenstein Sandler LLP  
Attn: Jeffrey J. Wild, Esq.  
One Lowenstein Drive  
Roseland, NJ 07068  
jwild@lowenstein.com

TO THE TOWNSHIP:

Toms River Division of Law  
Attn: Peter S. Pascarella, Esq.  
33 Washington Street  
Toms River, NJ 08753  
ppascarella@tomsrivertownship.com

5. Negotiated Agreement. The Parties acknowledge and agree that this Agreement was negotiated and drafted at arm's length with the input of all Parties and their respective counsel. The Parties further acknowledge and agree that any questions or concerns have been addressed and satisfactorily resolved prior to the execution of this Agreement and, accordingly, no Party is presumptively entitled to have any provision of this Agreement construed against any other Party. This Agreement shall be interpreted in a reasonable manner to effectuate the intent and purposes of the Parties.

6. Complete Agreement. This Agreement represents the entire agreement of the Parties. There are no other understandings or agreements between the Parties. The terms of this Agreement may not be modified except pursuant to a document signed by both the Parties. No right may be waived by either of the Parties except pursuant to a document signed by those of the Parties expressly waiving any right.

7. Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts by DocuSign or other digital means, and counterparts of the Agreement may be delivered by email in portable document format (PDF) or tagged image format (TIF), each of

which counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument. Where a signatory signs in a representative capacity, the signer represents and warrants that the signatory has the authority to sign in that capacity.

8. **Binding Agreement.** This Agreement shall be binding upon any successors, assigns or estates of the Parties. Further, by signing where indicated, each of the Parties acknowledges that the Party has read this Agreement; has had a full and adequate opportunity to consult with their own independent counsel; and, by signing below, voluntarily agrees to the terms of this Agreement.

TOWNSHIP OF TOMS RIVER, NJ

By: *Daniel Rodrick*

Mayor Daniel T. Rodrick

Dated: 11/1/24

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8. **Binding Agreement.** This Agreement shall be binding upon any successors, assigns or estates of the Parties. Further, by signing where indicated, each of the Parties acknowledges that the Party has read this Agreement; has had a full and adequate opportunity to consult with their own independent counsel; and, by signing below, voluntarily agrees to the terms of this Agreement.

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By: *Daniel Rodrick*  
Mayor Daniel T. Rodrick  
Dated: 11/1/24

Dated:

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TOWNSHIP OF TOMS RIVER, NJ

By: *Daniel Rodrick*

Mayor Daniel T. Rodrick

Dated: 11/1/24

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## **AMENDMENT TO HOUSING COOPERATION AGREEMENT**

This Amendment to Housing Cooperation Agreement (the "Amendment"), dated and effective as of the last date of signing below (the "Effective Date"), is entered into by and between the Township of Toms River, New Jersey (the "Township"), on the one hand, and the unhoused men and women represented by the law firm of Lowenstein Sandler LLP (together, the "Clients") who have signed or sign the Housing Cooperation Agreement that was executed by the Township on November 1, 2024 (the "Agreement"), the other hand. The Clients and the Township are jointly referred to as the "Parties." {

**WHEREAS**, CSPNJ would like to clarify that although it has provided assistance to some of the Clients, CSPNJ is not a party to the Agreement and has no obligations whatsoever under the Agreement;

**NOW, THEREFORE, IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES TO THIS AGREEMENT COVENANT AND AGREE AS FOLLOWS:**

1. **Clarification Regarding CSPNJ.** Notwithstanding anything even arguably to the contrary in the Agreement, CSPNJ is not a party to the Agreement (or this Amendment) and has no obligations whatsoever under the Agreement (or this Amendment). In addition, the references to CSPNJ in the first sentence of ¶ 2 of the Agreement are hereby deleted.

2. **Rest of Agreement Remains Binding.** Except as expressly provided in ¶ 1 of this Amendment above, the Agreement remains and shall remain in full force and effect with respect to any of the Clients that have signed or sign the Agreement.

3. **Complete Agreement.** The Agreement and this Amendment represent the entire agreement of the Parties. There are no other understandings or agreements between the Parties. The terms of this Agreement may not be modified except pursuant to a document signed

by both the Parties. No right may be waived by either of the Parties except pursuant to a document signed by those of the Parties expressly waiving any right.

4. **Counterparts; Effectiveness.** This Agreement may be executed in one or more counterparts by DocuSign or other digital means, and counterparts of the Agreement may be delivered by email in portable document format (PDF) or tagged image format (TIF), each of which counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument. Where a signatory signs in a representative capacity, the signer represents and warrants that the signatory has the authority to sign in that capacity.

5. **Binding Agreement.** This Agreement shall be binding upon any successors, assigns or estates of the Parties. Further, by signing where indicated, each of the Parties acknowledges that the Party has read this Agreement; has had a full and adequate opportunity to consult with their own independent counsel; and, by signing below, voluntarily agrees to the terms of this Agreement.

**TOWNSHIP OF TOMS RIVER, NJ**

By: \_\_\_\_\_  
Mayor Daniel T. Rodrick

Dated:

**LOWENSTEIN SANDLER LLP  
COUNSEL FOR THE CLIENTS**



By: \_\_\_\_\_  
Jeffrey J. Wild, Partner

Dated: November 15, 2024