

## SEWER CONNECTION LOAN AUTHORIZATION AND CONSENT FORM

Deliver or Mail form to:  
Plumsted Municipal Utilities Authority  
121 Evergreen Road  
New Egypt, NJ 08533

RE: Loan Assistance Incentive Program

Questions? Contact us at [pmua@plumsted.org](mailto:pmua@plumsted.org) or at 609-758-2241 X112 or X132

Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Requested Loan Amount: \_\_\_\_\_

PMUA Approved Loan Amount \_\_\_\_\_

Sewer Connection Date: \_\_\_\_\_

I, the undersigned, do hereby certify that I am the owner of the above-referenced property (the "Property"). I do hereby further certify that I have received and had the opportunity to review, and have reviewed to my satisfaction, (i) Ordinance No. 2021-02 of the Township of Plumsted (the "Township Ordinance") and (ii) the Plumsted Municipal Utilities Authority's Rules and Regulations. I do hereby further certify that I have applied for and received a Property Owner Sewer Connection Loan in the amount set forth above and accept and consent to all the terms of said Property Owner Sewer Connection Loan as set forth in the Township Ordinance and Rules and Regulations, including the imposition of a special assessment on the Property in an amount equal to the Loan Amount. I acknowledge, agree and accept that the Property Owner Sewer Connection Loan shall be repaid in full upon the earlier to occur of the following events:

- a. Sale of the property, including an estate sale.
- b. Refinancing of any mortgage or other loan recorded against the property (except for a refinancing for interest rate savings only).
- c. Receipt of a property casualty insurance payment not reinvested into said property.
- d. Death of the loan recipient, except that the loan may remain outstanding if and for the time period that a surviving family member (which shall include and be limited to a spouse, domestic partner, child, parent and sibling) continues to reside at the property.
- e. Upon condemnation of the property by a public or private entity exercising eminent domain.

\*A detailed and itemized invoice of the costs incurred must accompany this form.

\*Capitalized terms used in this Sewer Connection Loan Authorization and Consent Form shall have the meanings given to such terms in the Township Ordinance.

\*To be completed by the Homeowner only. If completed by someone other than the Homeowner (such as a Tenant), this Sewer connection Loan Authorization and Consent Form will be void and any Sewer Connection Loan issued shall be immediately due and payable.

If upon the 20<sup>th</sup> anniversary of the Connection Date set forth above, none of the above-referenced loan repayment events have occurred, than I understand that the Property Owner Sewer Connection Loan will be forgiven in full and the lien on the Property discharged.

I hereby irrevocably acknowledge and agree that, with respect to the Property: (i) the amount of the special assessment shall be equal to the Loan Amount, the proceeds of which will be used by me solely and exclusively to construct the Property Owner Sewer Connection Project, and that the amount of the special assessment shall not exceed the actual costs of such Property Owner Sewer Connection Project; and (ii) the amount of the special assessment shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the undersigned, and shall be conclusively and irrefutably deemed to be, in lieu of the determination by the procedures otherwise applicable to determine the actual benefit conferred on the Property, the benefit conferred on the Property by the Property Owner Sewer Connection Project.

I hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and consent that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33 and such other statutes as may be sources of relevant authority, the special assessment, any interest thereon and all costs and charges connected therewith, shall be a continuous first lien upon the Property, paramount to all prior or subsequent alienations and descents of such real estate or encumbrances thereon, except subsequent taxes or assessments.

The undersigned, and for their successors and assigns, (i) expressly, irrevocably and unconditionally represents, agrees, warrants and covenants that the special assessment, and the lien created thereby, is valid and enforceable in accordance with all applicable law, and (ii) covenants not to challenge or contest, directly or indirectly, on any grounds whatsoever, the special assessment, including the amount thereof or the procedures followed in the adoption of, and publication of notice of adoption of, the Township Ordinance, or the lien created thereby.

I hereby expressly, irrevocably and unconditionally acknowledge, agree, represent, warrant and covenant that I now have and shall for the duration of the special assessment keep in fully force and effect fire and casualty insurance on the building on the Property in an amount at least sufficient to pay for the Loan Amount in full at any time.

Upon the execution and delivery of this Sewer Connection Loan Authorization and Consent Form, said form and the Township Ordinance shall be filed and recorded with the Ocean County Clerk by the Township, such that this Sewer Connection Loan Authorization and Consent Form and the Township Ordinance shall be reflected upon the land records of the County of Ocean as a municipal lien upon and a covenant running with the Property and any improvements related thereto.

Witness:

Property Owner:

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Notary Public State of New Jersey

Name:

Date: