



LUMMI TRIBAL SEWER & WATER DISTRICT

2156 LUMMI VIEW DRIVE • BELLINGHAM, WA 98226

(360) 758-7167 • (360) 758-7195

STANDARD PARTICIPATION COVENANT/CONTRACT

Lummi Tribal Sewer & Water District

This agreement is between LUMMI TRIBAL SEWER AND WATER DISTRICT and _____ owner of the property with the following description: parcel # _____ block _____; lot# _____ section _____; range _____; township _____; trust land _____ allotment _____; section _____; range _____; township _____

Service Address: _____

1. The District authorizes the Owner to connect to and be serviced by the public sewers and by the public water system of the District under the District ordinances, rules and regulations, and the rate structures of the District as now in effect or as amended from time to time.
2. The District authorizes the Owner to connect to and be served by the structures of the District as now in effect or as amended from time to time.
3. The Owner warrants that he/she is the Owner, assignee, lessee, or tenant as the case may be of the property described above, located within the Lummi Reservation and has full authority to bind the property to the covenants and conditions of the agreement.
4. The Owner shall subject the property to the terms of this contract and shall use the public sewer and water system of the District in accordance with the rules and regulations of the District as they are now in effect or may be amended from time to time. The Owner agrees that the property shall be subject to the regular schedule of sewer and water service charges of the District as may from time to time be fixed for its use classification by the District. Said charges shall be the same for all properties within a given class of service, notwithstanding the form of ownership of the property, the identity of the legal owner (individual, corporation, United Staffs, etc., or race, color, creed, religion, sex or tribal membership of the owner).
5. The property described above shall be the only property served by the District according to this agreement. Each separate building upon the property for which sewer is capable of discharging treatable waste, and for water may be or is used as a primary residence, shall be the subject of a separate Standard Participation Contract, connection fees and service charges shall be paid to the District.
6. The property subject to this agreement shall be subject to liens, penalties, interest, and delinquency charges for non-payment of sewer and water service charges and/or other financial obligations associated with the property to the same extent as any other property service by the district. No collection efforts shall be undertaken by the District against any parcel of land which cannot be taken against all parcels of land served by the District within the same use classification as the subject parcel.
7. This agreement may be filed for recording with the Whatcom County Auditor, or with the Bureau of Indian Affairs, as appropriate, and the fees, charges, promises, and agreements recited herein shall constitute covenants running with the land.
8. **CONNECTION FEES:** The sewer General facilities connection fees shall be Six Thousand Dollars (\$6,000.00) United States Currency. The water General facilities connection fees shall be Six Thousand Dollars (\$6,000.00) United States Currency. The sewer inspection fees is one hundred and fifty dollars (\$150.00) and the water inspection fees is one hundred and fifty dollars (\$150.00) both United States currency. **(Revised 8/2025)**
9. In case the District alters the facilities fee in the future, such alterations shall be made for each class of service and shall not be made on any individual property basis.
10. The Owner shall use the property so as not to damage or interfere with the proper functioning of the facilities of the District. The Owner shall be liable to the District for all costs of repair of any facilities of the District that are damaged by the Owner or through the Owner's actions.

Account Number _____

NOTARY STAMP

*(Note: Signature must be
written in front of
Notary Public)*

EXECUTED this _____ day of _____, 20____

Property Owner

Property Owner

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

I know or have satisfactory evidence that _____, is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington
My appointment expires _____

Accepted by the Lummi Tribal Sewer and Water District

NOTARY STAMP

District Manager

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

I know or have satisfactory evidence that _____, is the person who appeared before me and said person acknowledged that (he/she) this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington
My appointment expires _____

CONNECTION PAID:

Receipt or Check# _____

Amount Paid: _____

Date Paid: _____