



LUMMI TRIBAL SEWER WATER DISTRICT  
 2156 LUMMI VIEW DRIVE • BELLINGHAM, WA 98226  
 (360) 758-7167 • Fax (360) 758-7195

**STANDARD PARTICIPATION COVENANT/CONTRACT  
 SEWER & WATER – RESIDENTIAL FORM**

NEW ACCOUNT #: \_\_\_\_\_

This agreement is between LUMMI TRIBAL SEWER AND WATER DISTRICT (District) and: \_\_\_\_\_ (Owner) owner of the

property with the following description:

tax parcel #: \_\_\_\_\_;  
 platted lot (s) \_\_\_\_\_ subdivision: \_\_\_\_\_; block \_\_\_\_\_; lot \_\_\_\_\_;

or, unplatted land \_\_\_\_\_ section \_\_\_\_\_; range \_\_\_\_\_; township \_\_\_\_\_;

OR

trust land allotment \_\_\_\_\_; section \_\_\_\_\_; range \_\_\_\_\_; township \_\_\_\_\_;

service address: \_\_\_\_\_.

1. The District authorizes the Owner to connect to and be served by the public sewers and by the public water system of the District under the District ordinances, rules and regulations, and 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 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, not withstanding the form of ownership of the property, the identity of the legal owner (individual, corporation, United States, 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 obligation associated with the property to the same extent as any other property served 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 Two Thousand Five Hundred Dollars (\$2,500.00) United States Currency. The water General facilities connection fees shall be Two Thousand Five Hundred Dollars (\$2,500.00), United States Currency.

- 9. In case the District shall alter the facilities fee in the future, such alteration 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.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
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:

\_\_\_\_\_  
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) 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 \_\_\_\_\_.

**CONNECTION FEE PAID:**

**Receipt #** \_\_\_\_\_

**Amount:** \_\_\_\_\_

**Date Paid:** \_\_\_\_\_