



Complete all fields in this application to request a Contract for a Utility System Improvement and, Latecomer Agreement, if applicable. Property Owners required to make utility system improvements, as outlined in the Water, Drainage, and Wastewater Availability Certificate (WAC), must provide the information requested below to initiate the system improvement contract process. For more information, please review the additional details provided on page three of this application.

Note: Only one Contract and/or Agreement may be issued per system improvement. If your project involves multiple system improvements, a separate application must be submitted for each.

1. COMPLETE APPLICATION

Applicant & Project Information

↓	Property Owner ¹	Financially Responsible Party (If different from Property Owner)	Project Contact (If different from Property Owner)
Name			
Company			
Mailing Address			
Telephone			
Email			

¹ All Contracts and Agreements must be signed and executed by the **current** Property Owner.

Project Address	
Parcel Number(s)	
WAC Number	
Building Permit Number(s)	
Land Use Record Number	
Street Improvement Permit Number(s)	
Project Description	
System Improvement Requirement Description, as Outlined in the WAC	
Utility Type (Select One)	<input type="checkbox"/> Water <input type="checkbox"/> Drainage <input type="checkbox"/> Wastewater
System Improvement Type (Select One)	<input type="checkbox"/> Main Extension <input type="checkbox"/> Water Valve(s) <input type="checkbox"/> Other Water Appurtenances

Latecomer Agreement Information

Latecomer Agreements help offset the cost of utility system improvements required for development. When a Property Owner is required by Seattle Municipal Code (SMC) to construct and pay for water, drainage, and/or wastewater utility system improvements, they may be eligible to recover a portion of the costs through future connections made by designated benefitting parcels or Seattle Public Utilities (SPU).

There are two types of [Latecomer Agreements](#):

- **Developing Property Owner Latecomer Agreement (DLA):** A Latecomer Agreement where the cost of construction or improvement is borne solely by the Developing Property Owner who may recover costs from future designated benefitting parcels.
- **Participatory Latecomer Agreement (PLA):** A Latecomer Agreement where the cost of the water, drainage, and/or wastewater main extension is shared between SPU and the Developing Property Owner, with future reimbursement provided to the Developing Property Owner by SPU.

Note: Valves and other appurtenances are not eligible for a PLA, but a DLA is permitted.

Important: The deadline to apply for a Latecomer Agreement is PRIOR to the execution of the Construction Contract.

**Latecomer Agreement Type
(Select One)**

- ☐ Developing Property Owner
☐ Participatory (Water, Drainage, and/or Wastewater Main Extensions Only)
☐ N/A – No Latecomer Agreement Requested

2. PROVIDE DOCUMENTATION

To complete your application, please provide the following documentation for Proof of Property Ownership:

- ☐ **Individual Property Owner:** Provide either:
 - Documentation from the [King County Department of Assessments](#) confirming ownership, OR
 - Documentation of property ownership (e.g., copy of title insurance, title report, deed, etc.).
- ☐ **Property Owner is a Business:** Provide the company/entity name, the name of the authorized contract signatory (shown as the “Governing Person” on the [Secretary of State website](#)), and documentation from the Secretary of State website confirming the signatory is the “Governing Person.”
- ☐ **Property Owner is a School or Government Entity:** Provide Document of Signing Authority.

3. SUBMIT APPLICATION

Use one of the following options to submit your application:

- Email signed PDF to SPU_DSO@seattle.gov.
- Mail your signed application to:
Development Services Office
Seattle Public Utilities
PO Box 34018
Seattle, WA 98124

4. PAY INVOICE

Once your application is submitted and approved, you will receive an invoice via email for the Commitment Contract and non-refundable Latecomer Agreement fee, if applicable. Payment instructions will be provided on the second page of the invoice. For more information about charges, refer to the [DSO Charge Menu](#).

Signature

Date

Printed Name

Relationship to Financially Responsible Party

ADDITIONAL INFORMATION

Water, Drainage and/or Wastewater Main Extension Contracts are administered in two parts:

Step 1: Commitment Contract

- After you submit your application and supporting documents, SPU begins internal processing.
- SPU will prepare a Commitment Contract and an invoice and email them to you.
- To finalize the Commitment Contract, the current Property Owner must **sign** the contract and **pay** the invoice.
- Once all parties have signed and payment is received, SPU will issue an “Approved with Contract WAC,” allowing you to move forward with your building or land use permit.

Step 2: Construction Contract

- As your main extension plans approach approval, SPU will send you the Construction Contract and a corresponding invoice (Water Main Extensions (WME) only).
- For WME's only:
 - Your payment is treated as a deposit; after construction, SPU will reconcile actual costs against the deposit, and either refund overpayment or require additional payment.
 - Payment of the Construction Contract invoice is required before a pre-construction meeting can be scheduled.
 - The Construction Contract invoice typically includes estimated costs for SPU's construction management, the connection to the existing water system, and related support work.

Valve & Other Water System Improvement Contracts are administered through a single contract. SPU crews install the valve(s) and/or other system improvements; the Property Owner is responsible for final street restoration and all associated costs.

- After you submit your application and supporting documents, SPU begins internal processing.
- SPU will prepare a Water System Improvement Contract and an invoice and email them to you.
- Once all parties have signed and payment is received, SPU will issue an “Approved with Contract WAC,” allowing you to move forward with your building or land use permit and individual water service(s).

Latecomer Agreements are administered through a single agreement.

- **Pre-Construction Requirements:** For Latecomer Agreements, the following is required prior to finalizing the Construction Contract:
 - **Cost Estimate:** Provide an itemized estimate of the total projected cost of the system improvements using the [Utility System Improvement Cost Estimating Worksheet](#).
 - **Benefitting Parcels:** Approve the complete list of all parcels identified within the assessment reimbursement area provided in the [Benefitting Parcels - Pro-rata Shares Workbook](#).
- **Post-Construction Requirements:**
 - Within **120 days** of the facility's completion, the [Final Cost Worksheet](#) must be submitted to SPU.
 - If final costs are not submitted **within 120 days**, the Latecomer Agreement is void, along with any future reimbursement eligibility.
 - Once SPU reviews and approves the completed [PE Stamped Final Cost Form](#), the Latecomer Agreement and an encumbrance on each benefitting parcel will be recorded with the King County Recorder's Office.
 - Once executed, the Latecomer Agreement is active for 20 years. The Property Owner must provide and maintain their current contact information with SPU every two years.
 - Benefitting parcels that connect to or use the system improvements within 20 years must pay the applicable reimbursement amount to SPU. SPU will then distribute any eligible reimbursements to the originating Property Owner.

SPU Charges & Additional Costs

- For SPU's charges, see the [DSO Charge Menu](#).
- Additional costs you must plan for (beyond what the above contracts cover) include: engineered plans, materials and installation, permits and fees, street restoration, and new water service taps.