



This document sets forth the amended mandatory terms and conditions for the Landlord Cooperation Program (“LCP”) applicable to the filing of liens on properties for unpaid tenant bills. You should read these mandatory terms and conditions carefully before you accept them. You must agree to and accept all of the mandatory terms and conditions of the LCP in order to participate in the LCP. The LCP is a pilot program which is subject to termination by PGW. Those property owners who provide full and complete cooperation and compliance with the LCP will not be subject to the placement of liens on registered properties which are tenant-customer occupied during the term of the LCP. The determination of whether a property owner has provided full and complete cooperation and compliance with the LCP shall be made solely by PGW, in its reasonable discretion, and PGW will not be required to consider the effect of any such determination on a property owner’s real property interests.

I. REGISTRATION

- A. The property owner must provide all information requested in the on-line LCP registration process.
- B. The property owner must update registered information within ten (10) days of a change in such information.
- C. LCP protections will apply only to the specific properties registered, not to all properties owned by an owner.
- D. Property owners shall not register their own residence, or properties for which the owner is the PGW customer of record.
- E. Owners must keep confidential all registration numbers and passwords provided by PGW, and are solely responsible for misuse of a registration number and/or password.

II. LIEN POLICY

- A. Property owners who register **and** provide full and complete cooperation with the terms and conditions of the LCP, as determined by PGW, will be protected from liens on registered rental properties during the term of the LCP pilot program. Property owners who fail to register or fail to provide full and complete cooperation will be subject to lien(s) for the full amount of all unpaid gas bills. No retroactive LCP protections shall be provided for those who fail to register prior to the accumulation of unpaid, lienable bills.
- B. If a security deposit is held by PGW for a registered property, such deposit will be used to offset any amount subject to lien.
- C. If budget bills are unpaid, an owner will be subject to lien only for the budget billings due and unpaid.

III. ACCESS TO PROPERTY

- A. The registered owner must ensure that PGW has prompt and timely access to meters in registered properties when such access is requested by PGW for any



reason, including but not limited to shutoff or turn-on of service, meter maintenance, performance of a leak survey, or for other safety or operational reasons. When an owner fails to provide PGW with access to a meter in a registered property within the time period required by PGW, such failure will be viewed as a lack of cooperation and the owner's status as an LCP participant, and the protections afforded therein, shall terminate immediately. The determination whether an owner has provided timely access to a meter shall be made solely by PGW, in its reasonable discretion.

For example, access must be provided by a registered owner¹ in accordance with the examples below:

1. **Customer Requested Shutoffs:** When a customer of record who is a tenant requests a shutoff, PGW will follow the process as outlined below:

The registered owner will receive notification from PGW informing them that their tenant has requested a shut off. If the registered owner has an existing owner revert relationship with PGW for the specific premise, the owner will become the customer of record for the premise and may arrange for a physical shut off of service in accordance with PGW procedures. Registered property owners can set up an owner revert relationship for specific premises by calling the PGW customer service center and requesting to speak with a representative. If the registered owner does not have an existing owner revert relationship with PGW for the specific premise at the time of the shutoff request, the subsequent process will differ depending on whether the shut off is to occur during the cold weather months or another time of year, and whether the premise is a single family home with a curb valve which would allow PGW to shut off without obtaining access to the meter:

(a) If the customer of record's shutoff request is for a shut off during the cold weather months (i.e. October 1st through February 28th) and the premise is a single family home with a curb valve, PGW will schedule a field visit with the customer of record in order to attempt to physically shut off the gas. If PGW is unable to shut off the gas at the meter or the curb valve, the customer of record's account will be "shutoff" in PGW's computer billing system as of the day of the requested shutoff. PGW will obtain the final meter read through the automated meter read system and the customer's account will be prorated to the shut off date. PGW will no longer have a customer of record for this address and the property will be monitored for usage.

¹ In all of the examples and throughout this document, the term "owner" shall mean either the actual owner or an agent designated by the owner in the registration process to act on behalf of the owner for these purposes. However, even if an agent has been designated, the owner retains responsibility for compliance with the terms of the LCP.



(b) If the customer of record's shutoff request is for a shut off during the cold weather months and is not for a single family premises with a curb valve, or if the request is for a shut off outside of the cold weather months (i.e. March 1st through September 30th), the customer of record's account will be "shutoff" in PGW's computer billing system as of the day of the requested shutoff. PGW will no longer have a customer of record for this address, but the gas will not be shut off and the property will be monitored for usage. The registered owner should make every effort to conserve gas usage when a tenant leaves by lowering the thermostat and hot water heater to the lowest possible setting. Of course, if the registered owner wants gas service continued at the property, the owner may apply to become the customer of record for the property.

In either scenario, when the gas service is left on at the property, the usage will be monitored and if it exceeds PGW's threshold usage amount, PGW will notify the registered property owner that they must do one of the following within ten (10) days of the date on the notification: (a) keep the gas service on by setting up an account in the owner's name for the relevant property effective as of the date of the next actual meter reading obtained through the automated meter read system. The owner will become the customer of record for the property and may arrange for a physical shut off of service in accordance with PGW procedures; or (b) inform PGW that a person is now living in the property. If the registered property owner does not respond to the notification within ten (10) days of the date on the notification, a new account will be set up in the owner's name (owner revert) for the property as of the eleventh day after the date of the notification. The owner will become the customer of record for the property and may arrange for physical shut off of service in accordance with PGW procedures. If the registered property owner notifies PGW within ten (10) days of the date on the notification that there is someone living in the property, PGW will begin its user without a contract process in an attempt to establish a new account or physically shut the service off. If PGW does not receive a timely application for service from the occupant, PGW will attempt to physically shut off the service and will also contact the owner in order to gain access to the meter to complete this shut off. If the occupant does not provide access and the owner does not timely provide access for the physical shutoff, a new account will be set up in the owner's name (owner revert) for the relevant property, effective as of the date of the shut off notice, and such failure will be viewed as a lack of cooperation and the owner's status as an LCP participant, and the protections afforded therein, shall terminate immediately.



2. **Meter Maintenance/Leak Surveys:** PGW performs routine meter maintenance and leak surveys. PGW will call the customer of record in advance to set up appointments with the customer. On the day of the scheduled appointment, a PGW technician will call the customer. If the technician is unable to contact the customer, or if the customer is unable to provide the technician with access to the meter location, the PGW technician will call the registered property owner and the property owner will provide PGW with timely access to the meter location at the property.
3. **Emergency Maintenance Work:** Unscheduled work requiring immediate access is sometimes necessary. In these cases, PGW will not schedule an appointment in advance. PGW may attempt to contact the customer and registered property owner if access is required, time permitting. If the property owner is contacted, the property owner shall provide PGW with timely access to the meter at the property. Depending upon the reason for which immediate access is required, PGW may have to force entry (e.g. breaking down a door) to make conditions safe.
4. **Non-Payment Shutoffs:** Non-payment shutoff work is scheduled the day of the shutoff. This allows for any payment that may have been made in advance of the shutoff to be posted to the customer's account. PGW will call the registered property owner the morning of the shutoff to inform him/her of the impending shutoff. If PGW is unable to gain access when arriving at the premise to be shutoff, the owner will be notified and a time will be set by PGW for that same day to perform the shutoff and the owner shall provide access to perform this shutoff.

B. Registered property owners shall assist PGW in obtaining property access by:

1. Providing appropriate office and/or cell phone numbers to ensure effective communication between PGW and the owner.
2. Ensuring that the owner responds, within a reasonable amount of time (not to exceed five (5) business days), to PGW's call requesting that the owner set up an appointment (in a 4 hour window of time) to provide access, and meets with a PGW representative at the property at the scheduled time. At least fifteen (15) minutes prior to PGW's arrival at the property for the scheduled meeting, PGW will call the owner on the phone number provided to PGW by the owner to inform the owner that the PGW representative is in route to the property.
3. Ensuring that there is no condition that would obstruct or prevent access to the meter or other PGW equipment.



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This LCP pilot is subject to termination by PGW; provided however that PGW will not terminate the LCP pilot less than one (1) year from the Implementation Date. As used in these LCP Terms and Conditions, the phrase “Implementation Date” shall mean the date PGW implements its use of the LCP. Upon implementation, PGW will post the Implementation Date on the LCP website. The terms and conditions of the LCP relevant to operational issues may be reviewed and/or modified or changed by PGW at any time during the pilot program. If any operational modification or change is material, PGW shall provide notice of such change on the registration website, and by e-mail to all registered property owners who provided PGW with an e-mail address. PGW shall determine in the reasonable exercise of its discretion whether a registered owner has cooperated and/or complied with the terms of the LCP. In the event an owner has not cooperated and/or complied with the terms of the LCP, PGW shall terminate the owner from the LCP and the protections afforded therein shall terminate. In no event shall PGW’s entry into the LCP, or PGW’s agreement with any owner under this LCP, or otherwise, be deemed an agreement by PGW to refuse/deny/shutoff gas service to an applicant or customer. PGW policy is to comply with all laws and in no event shall PGW’s execution of this LCP be deemed otherwise. All liens shall be linked to premise gas usage. PGW is not responsible for protecting the confidentiality of any password or registration number provided to a registrant. This LCP shall not apply to unregistered properties, properties for which the owner is PGW’s customer of record, properties which are owner occupied, and multi-unit properties where the gas is not individually metered.

All information provided through the LCP and on the LCP website is provided by PGW to provide property owners with information pertinent to his/her/its property rights and obligations, and should not be interpreted as pertinent to the obligation of any consumer/person other than the property owner. The information provided through the LCP and on the LCP website is not provided for debt collection purposes.

I agree to participate in this LCP in good faith and to support the LCP program concepts.



This document sets forth the mandatory terms and conditions of PGW's Commercial Lien Notification Pilot Program ("CLNP"). You should read these mandatory terms and conditions carefully before you accept them. You must agree to and accept all of the mandatory terms and conditions of the CLNP pilot in order to participate in this pilot program.

Those property owners who provide full and complete cooperation and compliance with the CLNP will receive the benefit of early notification in most circumstances that their commercial properties are subject to and will be liened for unpaid gas service during the term of the CLNP. The determination of whether a property owner has provided full and complete cooperation and compliance with the CLNP pilot program shall be made by PGW, in its sole discretion, and PGW will not be required to consider the effect of any such determination on a property owner's real property interests, or otherwise. The CLNP pilot program is subject to termination at any time, for any reason, by PGW.

I. ENROLLMENT AND REGISTRATION

- A. The property owner must provide all information requested in the on-line CLNP enrollment/registration process.
- B. The property owner must update registered information within ten (10) days of a change in such information.
- C. CLNP notifications will apply only to the specific properties registered, not to all properties owned by an owner.
- D. Property owners shall only register commercial properties they lawfully own and shall not register properties for which the owner is the PGW customer of record, residential properties, residential rental properties, or properties which are occupied by the owner's business(es). Owners must keep confidential all registration numbers; usernames and passwords created and/or provided by PGW, and are solely responsible for any misuse of a registration number, username and/or password.

II. POLICY

- A. Properties registered in PGW's CLNP pilot program **will remain** subject to gas service liens and the docketing of such liens for all unpaid balances incurred at the relevant property.
- B. Unless the property is subject to a final bill, upcoming sale, or there are exigent circumstances, PGW will provide enrolled landlords with 30+ day advance notification that a registered commercial property is subject to and will be liened for unpaid gas usage at the property. This advance notification will apply only to amounts billed in the first full billing cycle that occurs after registration and enrollment in CLNP; provided however if the amount billed in that first full billing cycle exceeds \$10,000, 30+ day advance notification will not be provided for the lien related to that debt. For example purposes only, if registration and enrollment of a premise were to occur on June 15 and



a bill for the June billing cycle were to issue on June 30, the owner would not receive the 30+ day advance notification for any amounts included on that June 30 bill which remain unpaid.

III. ACCESS TO PROPERTY

- A. The registered owner must ensure that PGW has prompt and timely access to meters in registered commercial properties when such access is requested by PGW for any reason, including but not limited to shutoff or turn-on of service, meter maintenance, performance of a leak survey, or for other safety or operational reasons. When an owner fails to provide PGW with access to a meter in a registered commercial property within the time period required by PGW, such failure will be viewed as a lack of cooperation and the owner's status as a CLNP pilot program participant, and all notifications afforded therein, shall terminate immediately and the relevant property will not be eligible for re-registration in CLNP for a time period of six (6) months from the date of the lack of cooperation. The determination whether an owner has provided timely access to a meter shall be made by PGW, in its sole discretion.

For example, access must be provided by a registered owner¹ in accordance with the examples below:

- 1. Customer Requested Shutoffs:** When a customer of record in a registered commercial property requests a shutoff, PGW will follow the process as outlined below:

The registered owner will receive email notification from PGW informing them that the customer in a registered commercial property has requested a shut off. If the registered owner has an existing owner revert relationship with PGW for the specific premise, the owner will become the customer of record for the premise and may arrange for a physical shut off of service in accordance with PGW procedures. Registered property owners can set up an owner revert relationship for specific premises by calling the PGW Customer Service Center and requesting to speak with a representative. If the registered owner does not have an existing owner revert relationship with PGW for the specific premise at the time of the shutoff request, PGW will schedule a field visit with the customer of record in order to attempt to physically shut off the gas either at the meter or at the curb valve. On the date of the shut off, if PGW cannot gain access to discontinue the service, CLNP will contact the

¹ In all of the examples and throughout this document, the term "owner" shall mean either the actual owner or an agent designated by the owner in the registration process to act on behalf of the owner for these purposes. However, even if an agent has been designated, the owner retains responsibility for compliance with the terms of the CLNP pilot program.



landlord and give the Commercial Landlord five (5) days to respond to the email by selecting one (1) of the two (2) options below:

- Keep the gas service on by setting up an account in the owner's name (Auto-Revert) for the relevant property effective immediately. The owner will become the customer of record for the property and may arrange for a physical shut off of service in accordance with PGW procedures.
- Schedule a shut off order based on the PGW Field Service Department Availability Calendar when the owner can provide access into the property to complete the shut off. If the owner does not timely provide access for the physical shutoff, a new account will be set up in the owner's name (owner revert) for the relevant property, effective as of the date of the Service Order. The owner may arrange for a physical shut off of service in accordance with PGW procedures. Failure to provide access to complete the shut off will be viewed as a lack of cooperation and the owner's status as a CLNP participant, and all notifications afforded therein, shall terminate immediately and the relevant property will not be eligible for re-registration in CLNP for a time period of six (6) months from the date of the lack of cooperation.

2. Meter Maintenance/Leak Surveys: PGW performs routine meter maintenance and leak surveys. PGW will contact the customer of record in advance to set up appointments with the customer. On the day of the scheduled appointment, a PGW technician will call the customer. If the technician is unable to contact the customer, or if the customer is unable to provide the technician with access to the meter location, the CLNP pilot program will notify the registered property owner via email and the property owner will set up an appointment within five (5) days of the date of the email to provide PGW with timely access to the meter location at the property.

3. Emergency Maintenance Work: Unscheduled work requiring immediate access is sometimes necessary. In these cases, PGW will not schedule an appointment in advance. PGW may attempt to contact the customer and registered property owner if access is required, time permitting. If the property owner is contacted, the property owner shall provide PGW with timely access to the meter at the property if required by PGW. Depending upon the reason for which immediate access is required, PGW may have to force entry (e.g. breaking down a door) to make conditions safe.

4. Non-Payment Shutoffs: Non-payment shutoff work is scheduled the day of the shutoff. This allows for any payment that may have been made in advance of the shutoff to be posted to the customer's account. PGW will notify the landlord via email that, on a specific date and time period (Day of



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week between the hours of 8am - 12pm; 12pm - 4pm; or 4pm – 8pm), PGW will be at the property to terminate the service. If PGW is unable to gain access to the meter after arriving at the premise to be shut off, the owner will then be notified via email. The owner must set up an appointment using the link provided on the email no later than five (5) days after the date of the original email regarding the inability to access the meter. The appointment date will be based on PGW's availability to perform the shutoff and the owner shall provide access to perform this shutoff.

- B. Registered property owners shall assist PGW in obtaining meter access by complying with the above and:
1. Providing appropriate office and/or cell phone numbers to ensure effective communication between PGW and the owner.
 2. Ensuring that the owner timely responds to PGW's request that the owner set up an appointment (in a 4 hour window of time) to provide access, and meets with a PGW representative at the property at the scheduled time. PGW will call the owner on the phone number provided to PGW by the owner to inform the owner that the PGW representative is in route to the property.
 3. Ensuring that there is no condition that would obstruct or prevent access to the meter or other PGW equipment.

This CLNP pilot program is subject to termination at any time by PGW; provided however that PGW will not terminate the CLNP prior to August 1, 2013. The terms and conditions of the CLNP pilot program may be reviewed and/or modified or changed by PGW at any time during the program. If a modification or change is substantive and material, PGW shall provide notice of such change on the registration website, and by e-mail to all registered property owners via the e-mail address on file/record with CLNP. Registered property owners may remove registered properties from the CLNP at any time. PGW shall determine, in its sole discretion, whether a registered owner has cooperated and/or complied with the terms of the CLNP pilot program. In the event an owner has not cooperated and/or complied with the terms of the CLNP pilot program, PGW shall terminate the owner from the CLNP pilot program and the notifications afforded therein shall terminate immediately and the relevant property will not be eligible for re-registration in CLNP for a time period of six (6) months from the date of the lack of cooperation. In no event shall PGW's entry into the CLNP pilot program or PGW's agreement with any owner under this CLNP pilot program, or otherwise, be deemed an agreement by PGW to refuse/deny/shutoff gas service to an applicant or customer. PGW policy is to comply with all laws and in no event shall PGW's execution of this CLNP pilot program be deemed otherwise. All liens shall be linked to premise gas usage. PGW is not responsible for protecting the confidentiality of any password or registration number provided to a registrant. This CLNP pilot program shall not apply to unregistered commercial properties, properties for which the owner is PGW's customer



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of record, residential properties, or properties which are occupied by the owner's business(es).

All information provided through the CLNP pilot program and on the CLNP website is provided by PGW to provide property owners with information pertinent to his/her/its property rights and obligations, and should not be interpreted as pertinent to the obligation of any consumer/person other than the property owner. The information provided through the CLNP pilot program and on the CLNP website is not provided for debt collection purposes.

I agree to participate in this CLNP pilot program in good faith and to support the CLNP pilot program concepts.