



## LANDLORD COOPERATION PROGRAM TERMS AND CONDITIONS

This document sets forth the 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. 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 enrollment 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 enroll 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 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 via email 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

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<sup>1</sup> 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.

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 owner in accordance with the 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 email notification from PGW informing them that their tenant has requested a shutoff. 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 current PGW operational practice. Service will either be shut off or the account will be closed in PGW's computer billing system and monitored for usage.

In any event, 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 via email 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;
- (b) inform PGW that a person is now living in the property; or
- (c) request that service be shut off in accordance with PGW procedures and law.

If the registered property owner does not respond to the original email 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 email 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 requests a service shut off, the billing account will be reverted into the owner/landlord's name until the required PGW request form is properly completed and submitted to PGW. PGW will then direct the registered owner via email to schedule an appointment to provide access for the shut off within ten (10) business days. If the registered owner does not provide a properly completed PGW request form or does not schedule an appointment within ten (10) business days, then the account revert into the owner/landlord's name will remain in effect until further necessary action is taken. 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 via email 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 contact the customer of record in advance to set up appointments with 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, PGW will email 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. If PGW is unable to gain access through the customer when arriving at the premise to be shutoff, the owner will be notified via email and the owner must schedule an appointment to provide access to perform this shutoff.

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

1. Providing appropriate email addresses, and home, 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 email 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.

This LCP is subject to termination by PGW. 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 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, properties where unauthorized usage has been discovered, 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.