



COMMERCIAL LIEN NOTIFICATION PROGRAM TERMS AND CONDITIONS

This document sets forth the amended mandatory terms and conditions of PGW's Commercial Lien Notification 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 CLNP in order to participate in this 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 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 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 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 full billing cycles that occur after registration and enrollment in CLNP. 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.

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 program.

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 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 owner 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 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. 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 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 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 program is subject to termination at any time by PGW. The terms and conditions of the CLNP 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 program. In the event an owner has not cooperated and/or complied with the terms of the CLNP program, PGW shall terminate the owner from the CLNP 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 program or PGW's agreement with any owner under this CLNP 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 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 program shall not apply to unregistered commercial properties, properties for which the owner is PGW's customer of record, residential properties, or properties which are occupied by the owner's business(es).

All information provided through the CLNP 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 program and on the CLNP website is not provided for debt collection purposes.