

**LANDLORD SHUTOFF REQUEST AND AFFIDAVIT**

I, \_\_\_\_\_, being first duly sworn, do depose and say:

1. That I am the owner/landlord or managing agent of the dwelling unit located at:  
\_\_\_\_\_, Olean, New York.
  
2. That the water and sewer bills of this dwelling unit are the responsibility of the tenant identified as:  
\_\_\_\_\_ (tenant name), pursuant to a Landlord and Tenant Affidavit and Agreement of Tenant Responsibility dated \_\_\_\_\_, which is on file in with the City of Olean.
  
3. That the rental agreement or lease for the above identified dwelling unit has not been amended and that the Tenant continues to be responsible for all water and sewer bills.
  
4. That the water and sewer bill for the above identified dwelling unit is past due.
  
5. That I: \_\_\_\_ have not entered into a written payment plan or forbearance agreement with the Tenant, or  
  
\_\_\_\_\_ have entered into a written payment plan or forbearance agreement with the Tenant and the Tenant is in default under the terms of the agreement (A true copy of the signed agreement \_\_\_\_\_ is attached hereto and made a part hereof.)
  
6. That this shutoff request is being made solely for the purpose of a past due water/sewer bill and is not being made for any other reason, including but not limited to nonpayment of rent.
  
7. That I agree to contact the Water Division (716) 376-5657 after 10 business days to check the status of the bill and schedule an appointment to be present at the property in order to allow the Division access to the meter being disconnected or verify the water is off at the curb stop.
  
8. That I understand that a dwelling unit without water and sewer service may be deemed uninhabitable pursuant to New York State Real Property Law Section 235 and may result in the premises being posted as uninhabitable by Code Enforcement.
  
9. That I direct the City of Olean to shutoff water service to the above dwelling unit and that I agree to defend, indemnify and hold the City, its officers, officials and employees harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or in connection with this shutoff request.

\_\_\_\_\_  
Owner/Landlord or Managing Agent

\_\_\_\_\_  
Phone Number

Sworn to before me

This \_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public