

COVID-19 Residential Public Utility Disconnection Moratorium and Deferred Payment Agreement: Rights and Obligations

NOTICE OF RIGHTS AND OBLIGATIONS:

All public utilities, including those providing electric, natural gas distribution, refuse collection, sanitary sewer, drinking water, district heat, steam heat, and telecommunication services to the public for compensation, are covered by the recent legislation signed by the Governor regarding the moratorium of disconnection of residential utility service during the ongoing COVID-19 public health emergency declared by the Governor on March 11, 2020.

If you qualify for protection under the residential utility disconnection moratorium, the Regulatory Commission of Alaska recommends that you fill out and sign the attached “Sworn Statement of COVID-19 Related Financial Hardship and Request to Negotiate a Residential Service Deferred Payment Agreement” form, provide it to each public utility with which you are a customer, and negotiate and sign a deferred payment agreement with that public utility.

UTILITY OBLIGATIONS:

Under this emergency act, a public utility:

1. May not disconnect any of the residential utility services listed above for nonpayment of any person experiencing financial hardship related to the COVID-19 public health disaster emergency.
2. Must make reasonable efforts to reconnect utility service to a dwelling occupied by any person experiencing financial hardship related to the COVID-19 public health disaster emergency.
3. Must offer a deferred payment agreement with such a customer for which the repayment period is no shorter than the length of the COVID-19 public health disaster emergency. For example, if the emergency continues for three months, repayment obligations under the deferred payment agreement would initiate no sooner than the end the emergency and continue for at least three months.
4. May not charge interest or late fees on any back payments provided the customer fulfills the terms of the deferred payment agreement negotiated with the public utility.

These obligations continue until the earlier of (1) the termination of the COVID-19 public health disaster emergency by the Governor, or (2) November 15, 2020.

CUSTOMER OBLIGATIONS:

To be eligible for the protections afforded by this emergency act, you as a residential utility customer, must:

1. Provide a signed, sworn statement, under penalty of perjury, to each of the public utilities with which you are a customer, stating that you are experiencing financial hardship related to the COVID-19 public health disaster emergency.
2. Negotiate and agree to a deferred payment agreement with each public utility.

Under this act, “financial hardship” has a specific definition and a customer’s financial situation must meet this definition. To qualify, your liquid assets (basically cash, checking and savings accounts, or sources of cash), including federal and state financial support, must be insufficient to pay for the reasonable cost of food, housing, health care, and other goods and services necessary for health and wellness of the person and the person’s spouse and dependents.

UNDERSTAND: This emergency act **does not excuse** your obligation to pay for any utility service received during the COVID-19 public health disaster emergency or forgive any amount owed to a public utility for services rendered to date. If you default or otherwise break the terms of the negotiated deferred payment agreement, the public utility may (1) assess interest and any applicable late fee, (2) use any method necessary to recover any past due amount provided in its tariff or customer agreement, and (3) initiate disconnection of utility service.

WARNING: The attached “Sworn Statement of COVID-19 Related Financial Hardship and Request to Negotiate a Residential Service Deferred Payment Agreement” form requires a signed, sworn statement, under penalty of perjury. If you provide false information on the attached form, you may be convicted of a Class B felony under AS 11.56.200 and/or a Class A misdemeanor under AS 11.56.210.

Sworn Statement of COVID-19 Related Financial Hardship and
Request to Negotiate a Residential Service Deferred Payment Agreement

Utility Name: _____

Account Number (if known): _____

Customer Name: _____

Service Address: _____

Mailing Address (if different): _____

Telephone Number (if you have one): _____

Email Address (if you have one): _____

DECLARATION:

I hereby declare, under penalty of perjury, that I am experiencing a financial hardship¹ related to the ongoing COVID-19 public health disaster emergency.

I hereby request to negotiate and enter into a deferred payment agreement with the public utility indicated above.

I understand that any agreement negotiated with the public utility does not relieve or excuse my obligation to pay for any public utility service received before, during, or after the COVID-19 public health disaster emergency.

I hereby certify that all statements contained in this application are true to the best of my knowledge.

Name (printed): _____

Name (signature): _____ Date: _____

¹“Financial hardship” means that your liquid assets, including federal and state financial support, are insufficient to pay for the reasonable cost of food, housing, health care, and other goods and services necessary for health and wellness of yourself, your spouse, and dependents.