



FAMILY INDEPENDENCE ADMINISTRATION

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POLICY BULLETIN #07-125-OPE

REVISION TO REPAYMENT AGREEMENT FORMS

Date: October 2, 2007	Subtopic(s): Forms
<p> This procedure can now be accessed on the FIAweb.</p>	<p>The purpose of this policy bulletin is to inform all Job Center staff that the following repayment agreement forms have been revised:</p> <ul style="list-style-type: none"> • E-SNA Shelter Arrears Repayment Agreement (W-147H) • Repayment Agreement One-Time Utility Arrears Payment (EAF/E-SNA) (W-147X). <p>The following changes have been made to the W-147H and W-147X:</p> <ul style="list-style-type: none"> • Information below the due date of the first payment was added to indicate that the applicant will receive a monthly bill with an addressed, postage-paid return envelope in which to remit the payments. • References to “public assistance” were replaced with “cash assistance.” • In the “For Office Use Only” section: <ul style="list-style-type: none"> ▪ Routing instructions were revised to inform staff that repayment agreements must be submitted via interoffice mail by close of business on Fridays. ▪ The address for the Division of Claims and Collections was revised to 250 Church Street – 5th Floor, New York, NY 10013. ▪ A checklist was added with staff reminders to review prior to mailing to the Division of Claims and Collections. <p>Additionally, the instructions on Part 2 of the W-147H were revised to read “To be completed by the JOS/Worker.” On the W-147X, the second signature field for applicants was renamed “Spouse’s Signature.”</p>

HAVE QUESTIONS ABOUT THIS PROCEDURE?
 Call 718-557-1313 then press 3 at the prompt followed by 1 or
 send an e-mail to *FIA Call Center*

Remitting payments

The Human Resources Administration (HRA) Division of Accounts Receivable and Billing will send a monthly bill to households with a repayment agreement on file. An addressed, postage-paid return envelope is provided for mailing the payment to HRA.

Forward repayment agreements to the Division of Claims and Collections each Friday.

Job Center staff must route the repayment agreement forms via interoffice mail by close of business on Fridays to:

Revised address information

Investigation, Revenue and Enforcement Administration
Division of Claims and Collections
250 Church Street – 5th Floor
New York, NY 10013
Attn: Director's Office

New checklist

The repayment agreement forms include a checklist reminding staff to:

- enter the 12 monthly installments payment amount
- enter the date the payments begin
- obtain the applicant/spouse's signature(s)

Staff are reminded that a repayment agreement is required when using Cash Assistance (CA) (formerly Public Assistance) Opening Code **Y38** (Case accepted only for emergency shelter arrears and/or emergency utility arrears which the applicant agrees to repay) to issue payment for:

- emergency utility arrears to any case category except Emergency Assistance to Adults (EAA). EAA cases are not required to sign a repayment agreement.
- emergency shelter arrears to emergency Safety Net Assistance (E-SNA) cases.

When opening a one-shot deal case using CA Opening Code **Y38** staff must only use the following special grant issuance codes to authorize a benefit:

- **10** – Utility Grant to Prevent Turn Off/Restore Services (Prior to CA)
- **31** – Pre-CA Rent Arrears
- **40** – Rent in Advance to Avoid Eviction
- **41** – Utility Grant to Prevent Turn Off or Restore Utility Services (Mismanagement)
- **50** – Non-Recoupable Utility Grant (No Mismanagement)
- **59** – NYCHA Rent Arrears

Note: Although a grant may not be subject to recoupment, it may still be required for the Agency to recover the funds issued.

Job Center Directors must ensure that all previous versions of the repayment agreement forms including the multilingual equivalents are removed from circulation and replaced with the revised forms.

Samples of the forms are attached.

Effective Immediately

References:


96-ADM-9 Utility Arrears Repayment Agreement
 06-INF-25 Revised Consolidated Shelter Arrears Policy and
 Emergency Safety Net Assistance Shelter Arrears
 Repayment Agreement

Related Item:

PD #06-29-ELI Shelter Arrears Policy and the E-SNA Repayment
 Agreement

Attachments:

W-147H E-SNA Shelter Arrears Repayment Agreement
 (Rev. 10/2/07)
W-147H (S) E-SNA Shelter Arrears Repayment Agreement
 (Spanish) (Rev. 10/2/07)
W-147X Repayment Agreement One-Time Utility Arrears
 Payment (EAF/E-SNA) (Rev. 10/2/07)
W-147X (S) Repayment Agreement One-Time Utility Arrears
 Payment (EAF/E-SNA) (Spanish) (Rev. 10/2/07)

 Please use Print on Demand to obtain copies of forms.



E-SNA Shelter Arrears Repayment Agreement

Part 1. APPLICANT INFORMATION (To be completed by the JOS/Worker)

A. Name: _____

Address: _____

Case Number: _____

B. (1) Is household in receipt of FA? Yes No

SNA? Yes No

(2) Is household eligible for EAF? Yes No

EAA? Yes No

(3) Is household applying for recurring FA? Yes No

If Yes is checked in (1), (2) or (3) above STOP, pay arrears under the appropriate category of assistance (FA, SNA, EAF or EAA). REPAYMENT AGREEMENT NOT REQUIRED.

(4) Is household applying for recurring SNA?* Yes No

If Yes is checked in (4) above, see footnote* below and proceed to C.

If No is checked for all categories in (1), (2), (3) and (4) proceed to C.

C. Household Size: _____ (include all persons residing in the applicant's house or apartment)

D. 125% of Federal official poverty line for household size in C \$ _____

E. Household's gross monthly income at time of application \$ _____
(include all earned and unearned income [including SSI] for all persons residing in the applicant's household)

F. Does the amount in E (above) exceed the amount in D?

Yes , applicant ineligible for shelter arrears payment.

No , applicant eligible for E-SNA shelter arrears payment (proceed to Part 2).

*If applicant is applying for recurring SNA but eligibility has not yet been established for recurring assistance, the Repayment Agreement should be signed in the event that the recurring case is not opened. If the recurring Safety Net Assistance case is opened, the Repayment Agreement is null and void and the arrears should be claimed under recurring SNA. In this situation, any arrears that exceed the maximum shelter standards for the month of application and/or for any prior months must be recouped from future SNA grants.

If shelter arrears are paid under EAF or for applicants found eligible under recurring FA or SNA, any amount that exceeds the maximum monthly shelter allowance is to be recovered or recouped. A Repayment Agreement is suspended when a subsequent application for recurring cash assistance is opened; no amount of the Repayment Agreement, including the amount that exceeds the maximum monthly shelter allowance, can be recovered or recouped while the case is open.

Part 2. **REPAYMENT AGREEMENT** (To be completed by the JOS/Worker)

I understand that as a condition of eligibility for receiving this assistance to prevent eviction or foreclosure I agree to repay the Human Resources Administration \$ _____.

I agree to repay this amount in twelve (12) monthly installments of \$ _____.

I understand that each payment must be received on or before the first of each month. **The first payment is due on the first day of _____ 20_____.**

The Human Resources Administration Division of Accounts Receivable and Billing will send a monthly bill with an addressed postage-free return envelope. The check or money order must be made payable to the Human Resources Administration and must include your address and case number. Please mail payments in the return envelope provided to:

Human Resources Administration
Division of Accounts Receivable and Billing
180 Water Street, 9th Floor
New York, New York 10038

If I am receiving shelter arrears assistance, I understand that I will not be eligible to receive another rent, mortgage or tax arrears payment to prevent eviction or foreclosure unless I have fully repaid any assistance received or I am repaying such assistance in accordance with the terms of this repayment agreement(s). I also understand that if I fail to repay this assistance in accordance with this agreement, the Human Resources Administration will enforce this repayment agreement by any method available to a creditor. This includes, but is not limited to, referring the matter to a collection agency, obtaining a judgment from a court, obtaining a lien on real property or garnishing wages, when appropriate. Additionally, I understand that regardless of the payment agreement, I cannot receive more than one shelter arrears payment in a five-year period, unless the Human Resources Administration has an exception policy and makes an exception.

I understand that the Human Resources Administration also has the right to require that I sign a lien on my real property for receiving a rent, mortgage or tax arrears payment, or for receiving a shelter arrears payment authorized under the category of Emergency Safety Net Assistance. If a lien is taken, that portion which represents this arrears payment will be considered satisfied when the arrears payment has been repaid in full.

If I later become eligible for recurring cash assistance, any unpaid balance of this arrears payment will be suspended until I am no longer receiving recurring cash assistance. At that time, the unpaid balance again will become due to the Human Resources Administration under the terms of this agreement.

I understand that by signing this form, I agree to all of the above conditions.

Applicant's Signature

Date

Spouse's Signature

Date

Worker's Signature

Date

Supervisor's Signature

Date

For Office Use Only

Routing instructions:
**Original and duplicate via interoffice mail
by close of business on Fridays to:**

Investigation, Revenue and Enforcement Administration
Division of Claims & Collections
250 Church Street, New York, New York 10013
5th Floor
Director's Office

Did you remember to:

- enter the 12 monthly installment payment amount
- enter the date the payments begin
- obtain the applicant/spouse's signature(s)

For Use by Miscellaneous Receipts Section Only

Billing Information

Refund Item Class Description: **One-Time Shelter**

MGMT Unit: **0707**

Code: **RES**

Billing: **Yes**

Number of Payments: **12**

Mail Receipt: **Yes**

SAMPLE

Copies: (1) file (1) applicant



Acuerdo de Reembolso de Atrasos de Alquiler de E-SNA

Parte 1. INFORMACIÓN DE SOLICITANTE (A ser llenado por el JOS/Trabajador)

A. Nombre: _____

Dirección: _____

Número de Caso: _____

B. (1) ¿El hogar esta recibiendo FA? Sí No

SNA? Sí No

(2) ¿Es el hogar elegible para EAF? Sí No

EAA? Sí No

(3) ¿El hogar está solicitando FA continua? Sí No

Si eligió Sí en (1), (2) o (3) arriba PARE, pague los atrasos de alquiler bajo la categoría apropiada de asistencia (FA, SNA, EAF o EAA). NO SE REQUIERE ACUERDO DE REEMBOLSO.

(4) El hogar está solicitando SNA recurrente? Sí No

Si eligió Sí en (4) arriba, vea la nota al pie de la pagina y proceda a C.

Si eligió No para todas las categorías en (1), (2), (3) y (4), proceda a C.

C. Número de miembros viviendo en el hogar: _____ (incluye a todas las personas que viven en el hogar del solicitante)

D. 125% del nivel de pobreza oficial Federal para el hogar en C \$ _____

E. Ingreso mensual total a la hora de la solicitud \$ _____
(Incluya todo dinero ganado y no ganado [incluyendo SSI] de todas las personas que viven en el hogar del solicitante).

F. ¿La cantidad en E (arriba) excede la cantidad en D?

Sí , el solicitante es inelegible para un pago de atrasos de vivienda.

No , el solicitante es elegible para E-SNA de pago de atrasos de vivienda (proceda a la Parte 2).

*Si el solicitante está solicitando SNA recurrente su elegibilidad todavía no está establecida respecto a asistencia continua, el Acuerdo de Reembolso debe firmarse en el evento de que el caso recurrente no se abra. Si el caso de Asistencia de Red de Emergencia recurrente se abre, el Acuerdo de Reembolso se anula y los pagos atrasados tienen que ser reclamados bajo SNA recurrente. En esta situación cualquier atraso de pago superior al máximo nivel de vivienda del mes de la solicitud o cualquier mes anterior tiene que ser recuperado de beneficios públicos, futuros de SNA.

Si los pagos atrasados se pagan bajo EAF o para los solicitantes determinados elegibles bajo FA o SNA recurrente, cualquier cantidad superior a la máxima cantidad de beneficios de vivienda mensual debe ser recuperada. El Acuerdo de Reembolso se suspende cuando una solicitud consecutiva para asistencia en efectivo recurrente se abre. Ninguna cantidad del Acuerdo de Reembolso, incluyendo la cantidad en exceso del máximo nivel de vivienda del mes, puede ser recuperada mientras el caso esté abierto.

Parte 2. **ACUERDO DE REEMBOLSO** (A ser completado por el JOS/Trabajador)

Yo entiendo que como una condición de elegibilidad para recibir asistencia para prevenir desahucio, acepto reembolsar a la Administración de Recursos Humanos (Human Resources Administration – HRA)

\$ _____.

Estoy de acuerdo de rembolsar esta cantidad en doce (12) plazos mensuales de \$ _____.

Entiendo que cada pago se tiene que recibir a más tardar el primer día de cada mes. **Su primer pago se debe el primero de _____ 20_____.**

El Departamento de Cuentas por Cobrar y Facturación de la Administración de Recursos Humanos le enviará una factura mensual con sobre de sello prepagado y dirección al remitente. El cheque o giro postal tiene que ser pagable a la Administración de Recursos Humanos y debe incluir su dirección y número del caso. Favor de enviar los pagos por correo en el sobre de dirección al remitente a:

Human Resources Administration
Division of Accounts Receivable and Billing
180 Water Street, 9th Floor
New York, New York 10038

Si recibo ayuda en los atrasos de pagos de vivienda, entiendo que no seré elegible para recibir otros pagos de alquiler, hipoteca o impuestos atrasados para evitar desahucio o pérdida de hipoteca, a menos que yo haya reembolsado completamente cualquier asistencia recibida, o esté reembolsando dicha ayuda conforme a lo establecido en mi(s) acuerdo (s) de reembolso. Entiendo además que si no reembolso esta asistencia en conformidad con este acuerdo, la Administración de Recursos Humanos hará cumplir este acuerdo de reembolso por cualquier método disponible a un acreedor. Esto incluye, pero no está limitado a, remitir el asunto a una agencia de cobros de cuentas, obtener una decisión judicial, obtener un derecho de retención de bienes raíces o orden de retención de sueldo cuando sea apropiado. Adicionalmente, entiendo que independientemente del acuerdo de pago, no puedo recibir más de un pago de atraso de alquiler de refugio en un período de cinco años, a menos que la Administración de Recursos Humanos tenga una política de excepción y haga tal excepción.

Entiendo que la Administración de Recursos Humanos también tiene el derecho de exigir que yo firme un derecho de retención de mis bienes raíces por recibir pagos para alquiler, hipoteca o impuestos atrasados, o por recibir pagos autorizados en mis cuotas atrasadas de vivienda bajo la categoría de Asistencia de Red de Seguridad (Emergency Safety Net Assistance). Si se ejerce el derecho de retención, la porción que representa este atraso será saldada cuando el pago del atraso sea completamente reembolsado.

Si posteriormente soy elegible para asistencia en efectivo recurrente, cualquier saldo no pagado de este pago atrasado se suspenderá, hasta que yo ya no esté recibiendo asistencia en efectivo recurrente. En ese momento, el saldo no pagado será adeudado a la Administración de Recursos Humanos bajo los términos de este acuerdo.

Entiendo que al firmar este formulario, accedo a todas las condiciones anteriores.

Firma del Solicitante

Fecha

Firma del Cónyuge

Fecha

Firma del Trabajador

Fecha

Firma del Supervisor

Fecha

For Office Use Only	
<p>Routing instructions: Original and duplicate via interoffice mail by close of business on Fridays to:</p> <p>Investigation, Revenue and Enforcement Administration Division of Claims & Collections 250 Church Street, New York, New York 10013 5th Floor Director's Office</p> <p>Did you remember to:</p> <ul style="list-style-type: none">• enter the 12 monthly installment payment amount• enter the date the payments begin• obtain the applicant/spouse's signature(s)	<p>For Use by Miscellaneous Receipts Section Only</p> <p>Billing Information</p> <p>Refund Item Class Description: One-Time Shelter MGMT Unit: 0707 Code: RES Billing: Yes Number of Payments: 12 Mail Receipt: Yes</p>

Copies: (1) file (1) solicitante



Repayment Agreement One-Time Utility Arrears Payment (EAF/E-SNA)

A. Identifying Information

Applicant's Name: _____

Address: _____

Case Number: _____

Category: ESN EAF Utility arrears owed: \$ _____

B. Household Size: (include all persons residing in applicant's house or apartment): _____

C. Household's semimonthly gross income (month of application): \$ _____

(All income from all sources for all persons except minors attending school residing in applicant's house or apartment.)

List all individuals with income:

(1) Name	(2) Relationship	(3) Social Security Number	(4) Type/Verification	(5) Semimonthly Gross
SAMPLE				
			Total	\$

If anyone in the household is employed, please complete employer information below:

Employer's Name: _____

Address: _____ Telephone: _____

City

State

Zip Code

D. Semimonthly (s/m) cash assistance needs for household size (include all persons residing in applicant's house or apartment):

Pre-added allowance \$ _____

Energy allowance \$ _____

Rent (maximum for family size
or actual rent, whichever is less) \$ _____

Total \$ _____

E. Is household's s/m gross income (Section C, Column [5]) greater than the total needs (D)?

- No. Issue utility arrears grant for \$ _____. (Repayment Agreement [W-147X] is *not* required.)
- Yes. Continue filling out worksheet. (Repayment Agreement [W-147X] is required.)

I understand that as a condition of eligibility for receiving \$ _____ utility arrears assistance to restore service or to prevent termination:

I agree to repay this amount in twelve (12) monthly installments of \$ _____ each.

Each payment must be received on or before the first of each month. The first payment is due on or before the first day of the month after the grant is received. **Your first payment is due on the first day of**

_____ **20** _____.

The Human Resources Administration Division of Accounts Receivable and Billing will send a monthly bill with an addressed postage-free return envelope. The check or money order must be made payable to the Human Resources Administration and must include your address and case number. Please mail payments in the return envelope provided to:

Human Resources Administration
Division of Accounts Receivable and Billing
180 Water Street, 9th Floor
New York, New York 10038

If I am receiving utility arrears assistance to restore service or to prevent termination of service I understand that I will not be eligible for subsequent assistance unless I have fully repaid any prior utility arrears payments or am repaying such assistance in accordance with the terms of any repayment agreement(s). I also understand that if I fail to repay this assistance in accordance with this agreement, the Human Resources Administration will enforce this repayment agreement by any method available to a creditor. This includes, but is not limited to, referring the matter to a collection agency, obtaining a judgment from a court, obtaining a lien on real property or garnishing wages, in appropriate cases.

I understand that the Human Resources Administration also has the right to require that I sign a lien on my real property for receiving a rent, mortgage or tax arrears payment or for receiving a utility arrears payment authorized under the category of Emergency Safety Net Assistance or Emergency Assistance to Families. If a lien is taken, that portion which represents this arrears payment will be considered satisfied when the arrears payment has been repaid in full.

If I later become eligible for recurring cash assistance, any unpaid balance of this arrears payment will be suspended until I am no longer receiving recurring cash assistance. At that time, the unpaid balance will become due to the Human Resources Administration under the terms of this agreement.

I understand that by signing this form, I agree to all of the above conditions.

Applicant's Signature

Date

Spouse's Signature

Date

Worker's Signature

Date

Supervisor's Signature

Date

For Office Use Only

Routing instructions:
**Original and duplicate via interoffice mail
by close of business on Fridays to:**

Investigation, Revenue and Enforcement Administration
Division of Claims & Collections
250 Church Street, New York, New York 10013
5th Floor
Director's Office

- Did you remember to:
- enter the 12 monthly installment payment amount
 - enter the date the payments begin
 - obtain the applicant/spouse's signature(s)

For Use by Miscellaneous Receipts Section Only

Billing Information
Refund Item Class Description: **One-Time Utility**
MGMT Unit: **0707**
Code: **RES**
Billing: **Yes**
Number of Payments: **12**
Mail Receipt: **Yes**

SAMPLE

Copies: (1) file (1) applicant



Acuerdo de Reembolso Pago Único de Atraso de Gas o Electricidad (EAF/E-SNA)

A. Datos Personales

Nombre del Solicitante: _____

Dirección: _____

Número del Caso: _____

Categoría: ESN EAF Cantidad de pagos atrasados de compañía de electricidad y gas: \$ _____

B. Número de Personas en el Hogar: (incluya a todas las personas que residen en la casa o el apartamento del solicitante): _____

C. Ingreso bruto quincenal del hogar (mes de la solicitud): \$ _____

(Todas las fuentes de ingresos de todas las personas excepto menores de edad que asisten la escuela y que residen en la casa o el apartamento del solicitante.)

Liste a todas las personas con ingresos:

(1) Nombre	(2) Relación	(3) Número de Seguro Social	(4) Tipo/Verificación	(5) Bruto Quincenal
SAMPLE				
Total				\$

Si alguien en el hogar tiene trabajo, favor de llenar la información del empleador más abajo:

Nombre del empleador: _____

Dirección: _____ Teléfono: _____

Ciudad

Estado

Código Postal

D. Necesidades quincenales (s/m) de asistencia en efectivo para el número de miembros del hogar (incluya a todas las personas que residen en la casa o apartamento del solicitante):

Asignación añadida de antemano \$ _____

Asignación de energía \$ _____

Alquiler (la menor de éstas dos cantidades: máximo para el número de miembros del hogar o alquiler efectivo) \$ _____

Total \$ _____

E. ¿Es el ingreso bruto quincenal del hogar (Sección C, Columna [5]) superior a las necesidades totales (D)?

- No. Expedir concesión para pagos atrasados de compañía de electricidad y gas de \$ _____.
(Acuerdo de Reembolso [W-147X (S)] no se requiere.)
- Sí. Continuar llenando la hoja. (Se requiere el Acuerdo de Reembolso [W-147X (S)].)

Entiendo que como condición de elegibilidad para recibir \$ _____ de asistencia de pago atrasado de electricidad o gas para restaurar servicio o para prevenir terminación del mismo, yo:

Acepto pagar esta cantidad en doce (12) pagos mensuales de \$ _____.

Cada pago debe ser recibido a más tardar el primer día de cada mes. El primer pago tiene que ser recibido a más tardar el primer día del mes después de que reciba la concesión. **Su primer pago tiene que ser recibido a más tardar el primer día de:** _____ del **20** _____.

El Departamento de Cuentas por Cobrar y Facturación de la Administración de Recursos Humanos le enviará una factura mensual con sobre de sello prepagado y dirección al remitente. El cheque o giro postal tiene que ser a nombre de Human Resources Administration y tiene que incluir su dirección y número de caso. Favor de enviar sus pagos por correo en el sobre con dirección al remitente a:

Human Resources Administration
Division of Accounts Receivable and Billing
180 Water Street, 9th Floor
New York, New York 10038

Si estoy recibiendo asistencia de pagos atrasados de electricidad o gas para restaurar servicio o para prevenir terminación del mismo, entiendo que no seré elegible para asistencia adicional a menos que haya reembolsado totalmente cualquier pago atrasado de electricidad o gas o que esté pagando tal asistencia conforme al acuerdo de reembolso correspondiente. También entiendo que si fallo en reembolsar esta asistencia conforme al acuerdo de reembolso la Administración de Recursos Humanos hará valer este acuerdo de cualquier forma disponible a un acreedor. Esto incluye, pero no se limita a, envío a una agencia de cobros, obtención de sentencia de un tribunal, obtención de embargo preventivo de propiedades inmuebles o retención de sueldo, si corresponde.

Entiendo que la Administración de Recursos Humanos también tiene el derecho de requerir que yo firme un embargo preventivo de mi propiedad inmueble si recibo pago de alquiler, hipoteca o impuestos atrasados o por recibir pagos atrasados de electricidad o gas autorizados bajo la categoría Red de Seguridad para Emergencias (Emergency Safety Net Assistance) o Asistencia Familiar de Emergencia (Emergency Assistance to Families). Si se ejecuta un embargo preventivo, esa porción la cual representa este pago atrasado se considerará satisfecho cuando los pagos se hayan recibido.

Si luego soy elegible para asistencia en efectivo recurrente, cualquier saldo no pagado de esta deuda será suspendido hasta que no este recibiendo asistencia en efectivo recurrente. Entonces, deberé el saldo no pagado a la Administración de Recursos Humanos conforme a las condiciones de este acuerdo.

Entiendo que al firmar este formulario accedo a todas las condiciones antemencionadas.

Firma del Solicitante

Fecha

Firma del Cónyuge

Fecha

Firma del Trabajador

Fecha

Firma del Supervisor

Fecha

For Office Use Only	
<p>Routing instructions: Original and duplicate via interoffice mail by close of business on Fridays to:</p> <p>Investigation, Revenue and Enforcement Administration Division of Claims & Collections 250 Church Street, New York, New York 10013 5th Floor Director's Office</p> <p>Did you remember to:</p> <ul style="list-style-type: none">• enter the 12 monthly installment payment amount• enter the date the payments begin• obtain the applicant/spouse's signature(s)	<p>For Use by Miscellaneous Receipts Section Only</p> <p>Billing Information Refund Item Class Description: One-Time Utility MGMT Unit: 0707 Code: RES Billing: Yes Number of Payments: 12 Mail Receipt: Yes</p>

SAMPLE

Copies: (1) file (1) applicant