Policy Title:	DWSD EasyPay Payment Plan		
.\/		Category	Payment Plan Agreement
	OFFICE OF THE CHIEF OF	Administrative Policy #	400-CS-Payment Plan Agreement
Water & S Departme	ewerage STAFF	Revision #	N/A
DETROIT		Review Frequency	As Needed – no less frequently than triennially
Administrative Divisi	on Customer Service	Reviewed By	Chief of Staff, Chief Financial Officer, General Counsel, Chief Customer Service Officer
BOWC Approval	07/30/24	Last Reviewed/Update Date	07/30/24
Implementation Date	07/30/24	Resolution #	2024-143

1. OBJECTIVES

1.1. This policy establishes the terms and conditions of the Detroit Water and Sewerage Department's (DWSD) payment plan for customers who have accrued past due balances. (Referred to as "EasyPay".)

2. PURPOSE

- 2.1. This policy affirms DWSD's commitment to assist Customers who have accrued a past due balance and provides this payment plan that allows Customers to avoid legal action, service interruption and/or having their unpaid debt transferred to the property tax roll for collection due to the unpaid balance.
- 2.2. DWSD has a duty to collect revenue from all customers to minimize the annual bad debt expense, which must be factored into rate increases the following fiscal year.
- 2.3. DWSD has a legal and contractual duty and responsibility to all customers to collect charges for water and sewerage services rendered in order to keep rates fair and affordable for all and to ensure there are sufficient revenues to maintain and repair water and sewer infrastructure.

3. **DEFINITIONS**

- "Customer" for purposes of this policy means an Owner or Tenant of a property that receives DWSD services.
- "Delinquent Debt" means an amount owed by Customer to DWSD that is more than sixty (60) days overdue.
- "DWSD" refers to Detroit Water and Sewerage Department.
- "Installment Payment" is the Delinquent Debt divided into thirty-six equal monthly installments that shall be paid monthly over a thirty-six (36) month period.
- "Regular Monthly Bill" means the Customer's monthly bill for services provided during that month. Regular Monthly Bill does not include Delinquent Debt.

4. SCOPE

- 4.1. This policy applies to all DWSD Customers who have Delinquent Debt and wish to enroll in EasyPay.
- 4.2. This policy does not apply to Customers enrolled in DWSD's Lifeline Plan.
- 4.3. This policy replaces the Payment Plan Policy [Policy 400-CS] previously referred to as the "10/30/50" plan. Customers currently in the 10/30/50 plan will remain in the plan until removed or until the Customer requests to be enrolled in the EasyPay plan as described in 6.1.2. herein.

5. RESPONSIBILITIES

5.1. Customer Service Business Unit

5.1.1. The Customer Service Business Unit is responsible for the general administration, oversight, and communication of this policy to Customers.

5.2. Billing and Collections

5.2.1. The Billing and Collections Business Unit is responsible for ensuring the Customers comply with EasyPay and billing Customers according to this policy.

5.3. Customers

- 5.3.1. Customers must abide by the Terms and Conditions for Easy Pay.
- 5.3.2. Customers may enroll in EasyPay online through the Customer Care Portal or by telephone through the Customer Service call center.

6. POLICY

6.1. Terms and Conditions.

- 6.1.1. Customers may enroll in EasyPay with no income restrictions. (NOTE: Customers with a delinquent balance and whose household income is at or below 200% of the federal poverty level may be eligible for DWSD's Lifeline Plan.)
- 6.1.2. Customers currently enrolled in DWSD's 10-30-50 payment plan may request to transition to EasyPay by calling the Customer Service call center at 313-267-8000.
- 6.1.3. Customers currently in payment plans resulting from a dispute or legal settlement (including pre-litigation) are not eligible for EasyPay.
- 6.1.4. Customers who are currently a defendant in a lawsuit filed by DWSD to collect Delinquent Debt are not eligible for EasyPay.
- 6.1.5. Customer must be named as the account holder who is responsible for payment.
- 6.1.6. By participating in EasyPay, Customer authorizes DWSD and its affiliates to communicate with them using electronic means, including phone, voicemail, automated messages, email, text/SMS, and/or other electronic means as a method of communicating important account and water usage information on

- an as needed basis. Translations from English to French, Spanish, Arabic, and Bengali will be made available upon request. Paper communications are available upon request for Customers who do not have access to online communications.
- 6.1.7. Customer must have a functioning water metering equipment that can record and transmit actual water usage to DWSD electronically, in real time.
- 6.1.8. Customer agrees to allow DWSD to install upgrades to its water metering system as they become available.
- 6.1.9. By enrolling in EasyPay, Customer attests that it does not and will not dispute the Delinquent Debt.
- 6.1.10. Customers who are unenrolled from EasyPay are subject to service interruption and will receive a notice ten days (10) days prior to service interruption.
- 6.1.11. No penalties will be assessed for an early pay off of Delinquent Debt.

6.2. **EasyPay Enrollment**

- 6.2.1. Customer may enroll in EasyPay and make the initial Ten Dollar (\$10.00) payment at DWSD's Customer Portal (www.csportal.detroitmigov) or at any DivDat machine, or by calling DWSD's Customer Service call center at 313-267-8000. Customer may also send Ten Dollar (\$10.00) payment by first class mail after applying for EasyPay.
- 6.2.2. Customer's Delinquent Debt at the time of enrollment, less \$10.00, will be divided into thirty-six (36) monthly installments and, as long as Customer remains in EasyPay, Customer will not be subject to additional late fees, penalties, or service interruption and the Delinquent Debt will not be transferred to the property tax roll.
- 6.2.3. To remain in EasyPay, Customer must pay their Regular Monthly Bill and the Installment Payment on the date due.
- 6.2.4. If Customer fails to pay its Regular Monthly Bill and Installment Payment by the due date for two (2) consecutive months, Customer will be unenrolled from EasyPay. Subject to Section 6.3, Customer will receive a ten-day notice of service interruption and, if applicable, Customers' Delinquent Debt may be transferred to the property tax roll.
- 6.3. **Re-Enrollment EasyPay Phase 2.** If Customer is unenrolled from EasyPay, DWSD may, at its sole discretion, re-enroll the Customer into EasyPay with the following additional requirements:
 - 6.3.1. Customer must, at a minimum, pay all missed Installment Payments and all penalties and late fees.
 - 6.3.2. Upon satisfaction of the requirements listed in 6.3.1, Customer's Delinquent Debt at the time of re-enrollment will be divided into thirty-six (36) monthly installments, and as long as Customer remains in EasyPay, Customer will not be subject to additional late fees, penalties, or service interruption and the Delinquent Debt will not be transferred to the property tax roll.

- 6.3.3. To remain in EasyPay, Customer must pay their Regular Monthly Bill and the Installment Payment on the date due.
- 6.3.4. If Customer fails to pay its Regular Monthly Bill and Installment Payment for two (2) consecutive months, Customer will be unenrolled from EasyPay a second time. Subject to Section 6.4, Customer will receive a ten-day notice of service interruption and, if applicable, Customers Delinquent Debt may be transferred to the property tax roll.
- 6.4. **Re-Enrollment EasyPay Phase 3.** If Customer is unenrolled from EasyPay a second time, DWSD may, at its sole discretion, re-enroll the Customer into EasyPay with the following additional requirements:
 - 6.4.1. Customer must pay all missed Regular Monthly Bills *and* all missed Installment Payments and all penalties and late fees.
 - 6.4.2. To remain in EasyPay, Customer must pay their Regular Monthly Bill and the Installment Payment on the date due.
 - 6.4.3. If Customer fails to pay its Regular Monthly Bill and Installment Payment for two (2) consecutive months, Customer will be unenrolled from EasyPay a third time and is ineligible for re-enrollment. All Delinquent Debt, penalties and late fees will become immediately due and payable. Customer will receive a tenday notice of service interruption and, if applicable, Customer's Delinquent Debt may be transferred to the property tax roll.

6.5. Hardship Exception

6.5.1. Residential Customers enrolled in Easy Pay who are unable to meet the requirements to remain in EasyPay will be referred to a Community Action Agency for assistance or referred to a DWSD Customer Assistance Case Manager to explore other options to avoid service interruption or other collection activity from DWSD.

6.6. Reasonable and Necessary Accommodations

6.6.1. Management may take reasonable and necessary actions to accomplish the intent of this policy.