COMMONWEALTH of VIRGINIA

Appomattox General District Court

JUDGE
ROBERT G. WOODSON, JR.

P.O. BOX 187
APPOMATTOX, VIRGINIA 24522
(434) 352-5540
FAX: 434-352-0717

CLERK
JEANNIE W. HAMLET

PAYMENT AGREEMENT POLICY

Effective on July 1, 2017

Any Defendant who cannot pay all fines & costs within 30 days from the trial date may sign a Deferred Payment Agreement, an Installment Payment Agreement, Combined Payment Agreement or a Modified Defined Payment Agreement (as described below).

1. Deferred Payment Agreement – The Defendant agrees to pay the full amount of the fines & costs at the end of the term stated in the agreement and no installment payments are required.
2. Installment Payment Agreement – The Defendant agrees to make monthly, or other periodic payments, until the fines & costs are paid in full. Failure to make any payment as stated in the agreement will result in the full amount becoming due & payable in full.
3. Modified Deferred Payment Agreement – The Defendant agrees to use best efforts to make monthly or other periodic payments and agrees that all fines & costs will be paid in full at the end of the stated term.
4. Combined Payment Agreement – The Defendant does not have to make any payments during an appropriate initial period followed by a period of installment payments.

IN ADDITION:

- To Cover the costs of management of the Defendant's account this court will assess a one-time fee of $10.
- A Down Payment will be required by this court upon the approval of any Payment Agreement:
  If total account is $500 or less - 10% of the amount owed.
  If total account is greater than $500 - 5% of the amount owed, or $50, whichever is greater.

  (The one-time $10 fee should not be considered as part of the "total account")

If the Defendant fails to comply with any Payment Agreement, additional Payment Agreements may be granted upon the approval of the court.

- In determining the approval and conditions of a Payment Agreement, this court will assess your specific financial conditions.
- Any Defendant who enters into a Payment Agreement shall promptly inform this court of any change of mailing address during the term of the Payment Agreement.
- A request for modification of an existing Payment Agreement must be in writing.

IMPORTANT:
When this court has authorized a Payment Agreement and the Defendant fails to pay as ordered, then the privilege of the Defendant to operate a motor vehicle will be suspended pursuant to section 46.2-395 of the Code of Virginia.

PURSUANT to **Section 19.2-354 C of the Code of Virginia**, as amended, Any person upon whom a fine and/or costs has been imposed has the option to discharge all or part of the fine and/or costs by earning credits for the performance of community service work.

Any person desiring to enter this program shall file an appropriate motion with the court, and be scheduled for a hearing before this court on such motion. Such motion shall be subject to approval by the Court. If such motion is approved, a credit will be earned at the rate of the Federal Hourly Minimum Wage per hour of community service against the fines and/or costs.

For additional information, please see Rule 1:24 of the Supreme Court of Virginia, a copy of which is attached hereto.

CORRECTED COPY

VIRGINIA:

In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Thursday the 27th day of April, 2017.

It is ordered that the Rules heretofore adopted and promulgated by this Court and now in effect be and they hereby are amended as a result of the passage of House Bill 2386, Chapter 802, and Senate Bill 854, Chapter 806, during the 2017 General Assembly session, to become effective July 1, 2017.

Amend Rule 1:24 to read as follows:

Rule 1:24. Requirements for Court Payment Agreements for the Collection of Fines and Costs.

The purposes of the statutory court collection process are (i) to facilitate the payment of fines, court costs, penalties, restitution and other financial responsibilities assessed against defendants convicted of a criminal offense or traffic infraction, (ii) to collect the monies due to the Commonwealth and localities as a result of these convictions, and (iii) to assure payment of court-ordered restitution to victims of crime. To achieve these purposes and the additional purpose of enabling defendants to restore their driver's licenses pursuant to § 46.2-395, this Rule is intended to ensure that all courts approve deferred and installment payment agreements consistent with §§ 19.2-354, 19.2-354.1, and the provisions of this Rule and to further the legal values of predictability, fairness, and similarity in the collection of fines, court costs, penalties, and restitution throughout the courts of the Commonwealth.

(a) *Definitions.* —

(1) "Fines and costs" shall mean all the fines, court costs, forfeitures, and penalties assessed in all cases by a single court against a defendant for the commission of crimes or traffic infractions. "Fines and costs" shall also include restitution unless the court orders a separate payment schedule for restitution.

(2) An "installment payment agreement" is an agreement in which the defendant agrees to make monthly or other periodic payments until the fines and costs are paid in full.

(3) A "deferred payment agreement" is an agreement in which the defendant agrees to pay the full amount of the fines and costs at the end of the agreement's stated term and no installment payments are required.

(4) A "modified deferred payment agreement" is a deferred payment agreement in which the defendant also agrees to use best efforts to make monthly or other periodic payments.

(b) *Access to payment alternatives.* — Any defendant who is unable to pay in full fines and costs for a particular offense within 30 days of conviction, or other disposition authorized by law, must be offered by the convicting court the opportunity to enter into a deferred payment agreement, a modified deferred payment agreement or an installment payment agreement to pay those fines and costs. The court shall not deny a defendant the opportunity to enter into a deferred, modified deferred, or installment payment agreement solely because (i) the defendant previously defaulted under the terms of a payment agreement, (ii) the fines and costs have been referred for collection pursuant to § 19.2-349, (iii) a defendant has not established a payment history, (iv) of the category of offense for which the defendant was convicted or found not innocent, (v) the defendant is eligible for a restricted license under subsection E of § 46.2-395, or (vi) of the total amount of all fines and costs.

(c) *Notice of payment alternatives.* — The court shall give the defendant written notice of deferred, modified deferred, and installment payment agreements and, if a community service program has been established, the availability of earning credit toward discharge of fines and costs through the performance of community service work.

(d) *Conditions of a payment agreement.* — All the fines and costs that a defendant owes for all cases in any single court may be incorporated into one payment agreement, unless otherwise ordered by the court in specific cases. A payment agreement shall include only those outstanding fines and costs for which the limitations period set forth in § 19.2-341 has not run.

In determining the length of time to pay under a deferred, modified deferred, or installment payment agreement and the amount of the payments, a court shall take into account the defendant's financial resources and obligations, including any fines and costs the defendant

owes in other courts. In assessing the defendant's ability to pay, the court shall use a written financial statement, on a form developed by the Executive Secretary of the Supreme Court. setting forth the defendant's financial resources and obligations or conduct an oral examination of the defendant to determine his financial resources and obligations. The court may require the defendant to present a compliance summary prepared by the Department of Motor Vehicles of the other courts in which the defendant also owes fines and costs.

The length of a payment agreement and the amount of the payments shall not be based solely on the amount of fines and costs and shall be reasonable in light of the defendant's financial resources and obligations.

If a down payment is required to enter into a payment agreement, it shall be a minimal amount to demonstrate the defendant's commitment to paying the fines and costs. In the case of an installment payment agreement, if the fines and costs owed are $500 or less, the required down payment may not exceed 10 percent of such amount owed or, if the fines and costs owed are more than $500, the required down payment may not exceed 5 percent of such amount owed or $50, whichever is greater. A defendant may choose to make a larger down payment.

Where available, the court may provide community service work as an option to defray fines and costs, especially when the defendant is indigent or otherwise unable to make meaningful payments. Any portion of the community service completed should be credited to the defendant's obligations. Community service shall not be credited against any amount owed as restitution, the interest which has accrued on restitution, and any collection fee required.

At any time during the duration of a payment agreement, the defendant may request a modification of the agreement in writing, on a form provided by the Executive Secretary of the Supreme Court, and the court may grant such modification based on a good faith showing of need.

(e) *Timeliness of payments.* — Any payment which is received within 10 days of the date due shall be considered timely made.

(f) *Combined payment agreements.* — The court may offer a payment agreement combining an appropriate initial period during which no payment of fines and costs is required, followed by a period of installment payments. Such a combined payment plan may be appropriate when the defendant is incarcerated, but should not be limited only to these circumstances.

(g) *Re-entry into a payment agreement after default.* — A court shall consider a request by a defendant who has defaulted on a payment agreement to enter into a subsequent payment agreement. In determining whether to approve the request for a subsequent payment agreement, the court shall consider any change in the defendant's circumstances.

When a defendant enters into a subsequent payment agreement, a court shall not require a defendant to establish a payment history on the subsequent payment agreement before restoring the defendant's driver's license. A court shall require a down payment to enter into a subsequent payment agreement, provided that (i) if the fines and costs owed are $500 or less, the required down payment shall not exceed 10 percent of such amount or (ii) if the fines and costs owed are more than $500, the required down payment shall not exceed 5 percent of such amount or $50, whichever is greater.

A Copy,

Teste:

Pat L Harrington

Clerk