



COMMONWEALTH of VIRGINIA
SUFFOLK GENERAL DISTRICT COURT
150 North Main Street
Suffolk, Virginia 23434

ALFRED W. BATES III
JUDGE

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SUFFOLK GENERAL DISTRICT COURT PAYMENT AGREEMENT POLICY

A defendant convicted of a traffic infraction or violation of any law of the Commonwealth of Virginia who is unable to make payment in full of the imposed fine and court costs within 30 days may request to enter into a payment agreement.

The purposes of this policy 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 this court 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 policy is intended to further the legal values of predictability, fairness, and similarity in the collection of fines, court costs, penalties, and restitution in accordance with Va. Supreme Court Rule 1:24.

(a) *Definitions.*

- i. "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.

- ii. 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.
- iii. 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.
- iv. 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, shall be offered 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, 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.* This court shall provide 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 this court may be incorporated into one payment agreement unless otherwise ordered by the court in specific cases. A payment agreement shall not include those outstanding fines and costs for which the limitation period set forth in § 19.2-341 has run.

In determining the length of time to pay under a deferred, modified deferred, or installment payment agreement and the amount of the payments, this 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 this court shall use a written financial statement completed by the defendant under oath and under penalty of perjury, 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 or her 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 as determined by this court.

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 agreement, if the fines and costs owed are \$500 or less, the required down payment shall 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 *five percent of such amount* owed or \$50, whichever is greater. A defendant may choose to make a larger down payment.

This 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. Such community service must be requested in advance and specifically approved by this court. Community service not approved by this court in advance and confirmed will not be considered

or credited in satisfaction of 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 for good cause shown, including but not limited to, 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.

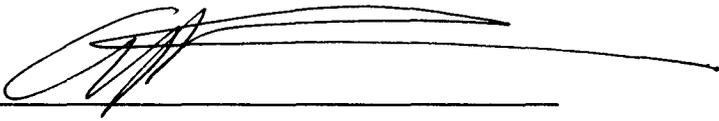
(f) *Combined payment agreements.* The court may offer a payment agreement combining an appropriate initial period during which no payment of fines and costs is required, followed by a period of installment payments.

(g) *Re-entry into a payment agreement after default.* The 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 and other good cause as determined by the court.

When a defendant enters into a subsequent payment *agreement*, the court will not require a defendant to establish a payment history on the subsequent payment *agreement* before restoring the defendant's driver's license. The 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 five percent of such amount or \$50, whichever is greater.

Requests via mail and/or phone will NOT be considered. The defendant must appear in person and file a petition for a payment agreement on the form prescribed by the Supreme Court of Virginia (Form DC 211) for his/her petition to be considered and approved. Also, the

defendant must present a compliance summary from the Virginia Department of Motor Vehicles, and execute a Form DC-210 (Acknowledgement of Suspension).



Alfred W. Bates III, Chief Judge, Suffolk General District

28th day of July, 2017