

## **VIRGINIA: IN THE CIRCUIT COURT OF MIDDLESEX COUNTY**

### **In re: DEFERRED, MODIFIED DEFERRED, OR INSTALLMENT PAYMENT AGREEMENTS**

#### **ORDER**

Pursuant to Virginia Code §§ 19.2-354 & 19.2-354.1 and Rule 1:24 of the Rules of the Virginia Supreme Court, the Court authorizes the Clerk of the Circuit Court of Middlesex County to establish and approve the conditions of all deferred, modified deferred, or installment payment agreements, pursuant to following guidelines:

#### **1. Applicability**

Any defendant, convicted of a traffic infraction or a violation of any criminal law of the Commonwealth or of any political subdivision thereof, or found not innocent in the case of a juvenile, who is sentenced to pay fines and costs as defined in Paragraph 2.A.iii below may pay such fines and costs in a deferred payment or installment plan approved by the Clerk pursuant to these guidelines, unless the Court has ordered a specific payment plan in its sentencing order.

#### **2. Payment agreements and schedules**

It is the goal of the Court to see that fines, costs, and restitution are paid within a reasonable amount of time. Subject to the guidelines below, the defendant may establish a deferred payment agreement, a modified deferred payment agreement, or an installment payment agreement.

If the defendant is unable to make payment within 90 days of sentencing, the court may assess a one-time fee not to exceed \$10 to cover the costs of management of the defendant's account until such account is paid in full.

#### **A. Definitions**

**i. *Deferred payment agreement.*** "Deferred payment agreement" means an agreement in which no installment payments are required and the defendant agrees to pay the full amount owed at the end of the agreement's stated term.

**ii. *Modified deferred payment agreement.*** "Modified deferred payment agreement" means a deferred payment agreement in which the defendant also agrees to use best efforts to make monthly or other periodic payments.

**iii. *Installment payment agreement.*** "Installment payment agreement" means an agreement in which the defendant agrees to make monthly or other periodic payments until the amounts owed are paid in full.

**iii. *Fines and costs.*** "Fines and costs" means all fines, court costs, forfeitures, and penalties assessed in all cases by the Middlesex County Circuit Court against a defendant for the commission of any crime or traffic offense. Because the Court will order separate payment schedules when restitution is required, "fines and costs" does not include restitution pursuant to § 19.2-354.1.

**B. Deferred payment agreement**

When a defendant has not previously entered into a deferred, modified deferred, or installment payment agreement for an outstanding balance ordered to be paid to the Court, the defendant may enter into a deferred payment agreement. Should the defendant fail to pay the outstanding balance as agreed, any subsequent agreement shall comply with Paragraph 2.D.ii. below.

**C. Modified deferred payment agreement**

When a defendant has not previously entered into a deferred, modified deferred, or installment payment agreement for an outstanding balance ordered to be paid to the Court, the defendant may enter into a modified deferred payment agreement and will be allowed 9 to 12 months to pay the outstanding balance in full. Should the defendant fail to pay the outstanding balance as agreed, any subsequent agreement shall comply with Paragraph 2.D.ii. below.

**D. Installment payment agreement**

**i. *Initial installment payment agreement.*** No down payment is required. The monthly payment remains the same until the balance is paid in full, or unless modified pursuant to Paragraph 3 below.

**ii. *Subsequent installment payment agreement.*** When a defendant has previously defaulted on a deferred, modified deferred, or installment payment agreement for the outstanding balance owed to the Court, the defendant will be required to make a down payment as follows:

Amount Owed	Down Payment
\$500.00 or less	10%
\$500.01 – and up	greater of 5% or \$50.00

### **E. Determining schedule and amounts**

In determining the length of time to pay under a deferred, modified deferred, or installment payment agreement and the amount of the payments, the Clerk shall consider the defendant's financial resources and obligations, including any fines and costs owed by the defendant in other courts. The Clerk shall not consider any Social Security benefit or Supplemental Security Income as an available resource in determining the amount of payments, or the length of time to pay under a deferred, modified deferred, or installment payment agreement.

### **F. Timeliness of payments**

Any payment which is received within 10 days of the date due is considered timely made.

### **G. Exemptions**

Any defendant owing fines and costs whose sole financial resource is a Social Security benefit or Supplemental Security Income is exempt from making any payments toward such fines and costs at least until such time as that the defendant has a resource other than a Social Security benefit or Supplemental Security Income. If the defendant informs the court that his sole financial resource is a Social Security benefit or Supplemental Security Income, the case may not be referred to collections under § 19.2-349. When the court is informed that a defendant receives a Social Security benefit or Supplemental Security Income, no payment toward fines and costs shall be taken from such exempt resource.

## **3. Modifying existing payment agreement**

At any time during the duration of a payment agreement, the defendant may request a modification of the agreement in writing on Form DC-211, PETITION FOR PAYMENT AGREEMENT FOR FINES AND COSTS OR REQUEST TO MODIFY EXISTING AGREEMENT, and the Clerk may grant such modification based on a good faith showing of need.

## **4. Alternate payment schedule**

In the rare or unusual case where there are extenuating circumstances, a defendant may petition the Court to establish an alternate payment schedule. Any alternate payment schedule is subject to the approval of the Court.

## **5. Combined payment agreements**

All amounts that a defendant owes for all cases with outstanding balances may be incorporated into one payment agreement, unless otherwise ordered by the Court in specific cases.

However, a payment agreement shall include only those outstanding amounts for which the limitations period set forth in Virginia Code § 19.2-341 has not run.

## **6. Priority of payments**

Any money collected pursuant to the payment agreement shall be used first to satisfy outstanding restitution and any collection costs associated with restitution prior to being used to satisfy any other fine, forfeiture, penalty, or cost owed.

## **7. Community service**

### **A. Statutory Authority**

Virginia Code § 19.2-354(C) allows a Court to

provide an option to any person upon whom a fine and costs have been imposed to discharge all or part of the fine or costs by earning credits for the performance of community service work (i) before or after imprisonment or (ii) in accordance with the provisions of § 19.2-316.4, 53.1-59, 53.1-60, 53.1-128, 53.1-129, or 53.1-131 during imprisonment.

### **B. Fines and costs**

The defendant may discharge all or part of the fine or costs by earning credits for the performance of community service work before or after imprisonment.<sup>1</sup>

### **C. Restitution**

Community service is not authorized to discharge restitution.

### **D. Supervision of community service**

**i. *Supervised Probation or Parole.*** While a defendant is on supervised probation or parole, the probation or parole officer shall approve and monitor the community service.

**ii. *Local Community-based Probation.*** While a defendant is on local community-based probation, the local probation officer shall approve and monitor the community service.

**iii. *Not on active probation.*** When a defendant is not being supervised by a probation agency, the defendant may perform community service for any nonprofit organization

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<sup>1</sup> For community service *during* imprisonment, see Order regarding *Community Service During Imprisonment* entered April 7, 2021 by Judge Jeffrey Shaw.

or governmental agency. In order to be accepted and credited, the defendant must submit paperwork documenting the number of hours performed and the dates those hours were performed; together with a letter, on the agency's letterhead with an original signature of the person supervising the community service, verifying that the community service listed was actually performed and the defendant received no compensation for that community service. The Clerk may refuse to credit any community service performed that does not include this proof and verification.

**E. Rate credits are earned**

Unless a higher rate is set by the supervising agency in Paragraph 7.D above, the defendant shall earn credit for community service in an amount equal to the higher of the federal or state minimum wage per hour of community service performed.

**8. Address change**

A defendant who enters into an installment or deferred payment agreement shall promptly inform the court of any change of mailing address during the term of the agreement.

**9. Good behavior**

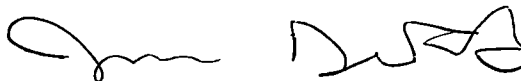
Pursuant to Virginia Code § 19.2-357, a defendant who enters into an installment or deferred payment agreement shall be of peace and good behavior until the fine and costs are paid.

**10. Default**

A defendant who fails to pay as ordered may be fined or imprisoned pursuant to Virginia Code § 19.2-358.

The Clerk is DIRECTED to post this Order in the clerk's office and on the court's website, if a website is available, and forward a copy to the Executive Secretary of the Supreme Court.

Entered this 2nd day July, 2025.



Joshua P. DeFord, Judge