

VIRGINIA: IN THE JUVENILE AND DOMESTIC RELATIONS DISTRICT COURT FOR THE COUNTY OF NEW KENT

ORDER

Effective immediately, pursuant to the provisions of VA Code 19.2-354, 19.2-354.1, and 19.2-358 and Supreme Court Rule 1:24, this court authorizes the Clerk to approve Court Payment Agreements in accordance with the following established guidelines approved by the Supreme Court of Virginia:

1. Fines and Costs include all fines, costs, forfeitures or restitution assessed by New Kent J&DR Court.
2. Installment agreement means you are agreeing to make monthly payments until the fines and costs are paid in full.
3. Deferred agreement means you are agreeing to pay the full amount of fines and costs at the end of the agreement's stated terms and no installment payments are required.
4. Modified deferred agreement means you are agreeing to use best efforts to make monthly or other periodic payments, but your fines and costs are due in full at the end of the agreement's stated terms.

Deferred Agreement:

- A DC-210 must be completed in person at the Clerk's Office, **no exceptions.** *
- Time to pay is typically extended for 90 days. Any additional time shall be approved or ordered on a case-by-case basis, taking into consideration your financial status.
- A \$10.00 Time to Pay fee may be assessed upon entering into the agreement, after the first 90 days.
- The Clerk may approve the Time to Pay Plan for any dollar amount.
- A fee of 17% is assessed on all delinquent accounts, 181 days or older if a time to pay plan has not been entered.
- A 4% fee is charged at any time a credit or debit card is used to make a payment.
- Any returned check or debit/credit chargeback from the bank will cause the Deferred agreement to default. After a returned check or debit/credit chargeback, those forms of payment by any party for your account will no longer be accepted.

Installment Agreement:

- A DC-210 must be completed in person at the Clerk's Office, **no exceptions.** *
- A \$10.00 Time to Pay fee may be assessed upon entering into the agreement unless it was collected on a previous agreement.
- The Clerk may approve the Installment Plan for any dollar amount, and terms are set based on your financial status.
- The length of the installment agreement is based on your financial status.
- 4% fee is charged at any time a credit or debit card is used to make a payment.
- Payments are due each month. If not paid within 10 days of the due date, the Installment Agreement will default.
- Any returned check or debit/credit chargeback from the bank will cause the Installment Payment Plan to default. After a returned check or debit/credit chargeback, those forms of payment by any party for your account will no longer be accepted.
- A fee of 17% is assessed on all delinquent accounts, 181 days or older if a time to pay plan has not been entered.

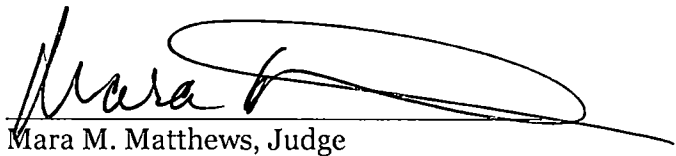
Community Service in Lieu of Fines and Costs:

- Any person owing Guardian ad Litem fees, restitution, interest on restitution or any collection fee is not eligible for community service.
- A written request is required. The Court has set terms and Defendant is required to provide proof of completion in accordance with those terms.

Social Security Recipients

- If your only financial resource is a social security benefit or supplemental social security benefit, you are exempt from making payments until you have another resource or income.
- It is your responsibility to notify the Court of your income status to receive the exemption. You must fill out the necessary paperwork in the Clerk's Office so that your case will not be sent to collections. Please note that this does not apply to any interest or collection fee (499 fees of 17%) and begins after July 1, 2024.
- Restitution and Guardian ad Litem fees are not included in this exemption and are due as the Court has ordered.

YOU MAY REQUEST MODIFICATION TO YOUR DEFERRED/INSTALLMENT AGREEMENT AT ANY TIME. YOU HAVE TO APPEAR AT THE CLERK'S OFFICE IN ORDER TO REQUEST THIS MODIFICATION.


Mara M. Matthews, Judge

* DC-210 may be completed by mail and returned by mail, however the Deferred/Installment Plan does not begin until received by the Court.

GUIDELINES FOR COMMUNITY SERVICE

NAME: _____ CASE NUMBER: _____

Community Service is service done for a **non-profit agency or organization** that benefits the community. This can be done through any organization such as these *examples*.

SPCA
Humane Society
Church
City/County Parks

Government organized volunteer groups
Fire Station
Boy/Girl Scouts
Habitat for Humanity

It cannot be through the following:

Family
Friends
Your place of employment
Your employer
Any work where you are paid

****When the community service is completed, it must be filed by the due date. It must be submitted on letterhead stationary from the organization where the service was performed. The person who supervised your work must sign it. It must also contain their title and a contact phone number. In addition, it must state the dates and times you worked, how many hours were completed and whether the work was satisfactory or not.****

Total Hours: _____ Fines/Costs Court Ordered
Community Service Work for the payment of fines and costs is compensated at the rate of \$10/hour.

Your community service is due by _____

Signature

Date

Mail / fax / hand deliver to:

New Kent County J&DR District Court
P.O. Box 174, 12001 Courthouse Circle, 2nd Floor
New Kent, VA 23124-0174
(804) 966-9620
(804) 966-9091 Fax

****** Copy to file and to the defendant**