



COMMONWEALTH of VIRGINIA

Judges:
Jay E. Dugger
Robert B. Wilson, V
Gregory C. Bane

Juvenile & Domestic Relations District Court
Eighth Judicial District
220 North King Street
Hampton, Virginia

Clerk:
Jennifer E. Wren

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TIME TO PAY **DEFERRED PAYMENT AGREEMENTS**

Pursuant to §19.2-354 of the Code of Virginia, the Hampton Juvenile & Domestic Relations District Court has authorized the Clerk to establish and approve conditions of all deferred payment agreements, pursuant to guidelines established by the Court.

Fines and Costs include all fines, costs, forfeitures, or restitution assessed. Deferred Payment 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. Installment Payment Agreement means you are agreeing to make monthly or periodic payments until the fines and costs are paid in full. Modified Deferred Payment Agreement means you are agreeing to use best effort to make monthly or periodic payments, but your fines and costs are due in full at the end of the agreement's stated terms.

1. The Court will assess the specific financial conditions of each debtor before determining a reasonable frequency and amount of installment payments; therefore, each debtor is required to complete a Petition for Payment Agreement (DC-211) with the Clerk's Office.
2. A one-time \$10.00 Time to Pay (TTP) fee will be assessed upon entering into the agreement after 90 days have passed since the final hearing date.
3. All accounts will go into Collections if the fines and/or costs are not paid after the 90 days, provided there was not a TTP agreement signed, or at the expiration date of the TTP agreement. If the case is referred for collection action under §19.2-349, the amount that you owe, and that can be collected, will be increased to reflect the additional costs associated with the collection action. If the debtor is in default of the TTP agreement, the court may *also* intercept tax overpayment owed to the debtor.
4. An extension of the TTP agreement may be requested by the debtor PRIOR to the expiration date of the TTP agreement.
5. The Court will accept the performance of community service work as an option to defray fines and/or costs but will not credit community service towards an amount owed as restitution, the interest which has accrued on restitution, or any collection fee required. Community services hours will be credited in the amount of Virginia minimum wage, which is \$11.00 per hour, and the hours must be documented.
6. As a condition of the TTP agreement, the debtor must promptly inform the Court of any change of mailing address during the term of the agreement.
7. The debtor may request modification of any TTP agreement, in writing, by filing a DC-211 Petition for Payment Agreement. The Court may grant such modification based on good faith showing of need.
8. The amount listed in this agreement may be administratively amended by the Clerk of this Court in the event additional costs should be assessed and if additional costs are assessed, the Clerk will forthwith issue a notice to the debtor of the total amount due by first class mail to the address of record.