



# County of Fairfax, Virginia

## MEMORANDUM

**DATE:** April 12, 2022

**TO:** Consumer Protection Commission

**FROM:** Rebecca L. Makely, Acting Director *RLM*  
Department of Cable and Consumer Services

**SUBJECT:** Consumer Protection Commission Meeting for April 19, 2022

Please find attached the Consumer Protection Commission meeting packet. The next scheduled meeting is **Tuesday, April 19, 2022, at 7:30 p.m. in Conference Room 232** of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia.

Please RSVP with your attendance to Susan Jones by COB on Monday, April 18, 2022, at [Susan.Jones@fairfaxcounty.gov](mailto:Susan.Jones@fairfaxcounty.gov) or 703-324-5877.

Enclosures

cc: Ellicia Seard-McCormick, Deputy County Executive

Susan C. Jones, Consumer Specialist III  
Department of Cable and Consumer Services



**FAIRFAX COUNTY  
CONSUMER PROTECTION COMMISSION  
April 19, 2022 AGENDA**

Call to Order by the Chairperson (7:30 PM)

Remote Participation Motions

Minutes

- Approval of the draft March 15, 2022, meeting minutes

Report of the Chairperson

Report of the Director

Commission Matters

Old Business

New Business

- 2022 Legislative Review

General Interest

- Consumer Protection Commission Calendar
- Consumer Protection Commission Membership
- Consumer Affairs Statistics
- Community Outreach
- Consumer Resources

## **Minutes of the Fairfax County Consumer Protection Commission**

March 15, 2022

7:30 PM  
Video Meeting  
Chairperson Fee, presiding

Attendance:

Commissioners: Belkowitz, Callender, Fee,  
Gulakowski, Hargraves, Kirk, Roark, Rosier,  
Springer, Svab

Absent:

Commissioners: Kratovil

Staff:

Rebecca L. Makely, Acting Director  
Cable and Consumer Services  
John W. Burton, Assistant County Attorney  
Office of the County Attorney  
Susan C. Jones, Branch Chief  
Consumer Affairs Branch  
Prescott Barbash, Consumer Specialist I  
Consumer Affairs Branch

The meeting was called to order at 7:31 PM by Chairperson Fee.

### **Quorum, Location, and Audibility of Member's Voices**

Chairperson Fee conducted a Roll Call to verify that a quorum of members were participating; and that each member's voice was clear, audible, and at appropriate volume for all of the other members; and the location from which member was participating. The roll call was as follows:

Conduct Roll Call:

Chairperson Fee, Burke  
Commissioner Belkowitz, Fairfax Station  
Commissioner Callender, Great Falls  
Commissioner Gulakowski, Burke  
Commissioner Hargraves, Kingstown  
Commissioner Kirk, Falls Church  
Commissioner Kratovil, Absent  
Commissioner Roark, Lorton  
Commissioner Rosier, Great Falls  
Commissioner Springer, Oakton  
Commissioner Svab, Fairfax

Chairperson Fee passed the virtual gavel to Vice Chairperson Gulakowski. A motion was made by Chairperson Fee that each member's voice was adequately heard by each member of the Consumer Protection Commission (Commission.) This motion was seconded by Commissioner Springer. This motion passed 10-0-0.

### **Need for an Electronic Meeting**

A motion was made by Chairperson Fee that the State of Emergency caused by the COVID-19 pandemic made it unsafe for the Commission to physically assemble and unsafe for the public to physically attend any such meeting, and that as such, FOIA's usual procedures, which require the physical assembly of the Commission and the physical presence of the public, could not be implemented safely or practically. Chairperson Fee further moved that the Commission conduct the meeting electronically through a dedicated audio-conferencing line, and that the public access the meeting by calling 571-429-5982 and entering access code 449 555 09#. The motion was seconded by Commissioner Svab. The motion passed 9-1-0, with Commissioner Belkowitz voting nay.

### **Need to Dispense with FOIA's Usual Procedures to Assure Continuity in Government/Continue Operations**

A motion was made by Chairperson Fee that all of the matters addressed on the agenda addressed the Emergency itself, were necessary for continuity in Fairfax County government, and/or were statutorily required or necessary to continue operations and the discharge of the Commission's lawful purposes, duties, and responsibilities. This motion was seconded by Commissioner Kirk. The motion passed 9-0-1, with Commissioner Belkowitz abstaining.

### **Minutes**

The minutes for the February 15, 2022, meeting were approved without objection with a request from Commissioner Belkowitz to amend the statement, "...for possible *fraudulent* change of address."

### **Report of the Chairperson**

Chairperson Fee had no matters to bring before the Commission.

### **Report of the Director**

Acting Director Makely had several items of discussion:

1. February 22, 2022, the County Executive presented the FY 2023 Advertised Budget to the Board of Supervisors (BOS.) Items of interest were full employee compensation, full funding of the Fairfax County Public Schools transfer, and advertised real estate tax rate of \$1.14. Public Hearings will be held at the Fairfax County Government Center on April 12, 13, 14, 2022. On May 10, 2022, BOS will adopt the FY 2023 Budget.
2. Staff received \$2.00 emergency fuel surcharge request pursuant to Chapter 84.1, Section 84.1-6-2(g) of the County Code. Staff will review the request and submit to the BOS for consideration.
3. Chapter 28.1 Massage Therapy, Establishment and Services deferred to a future CPC meeting per the Chairperson.

## **Commission Matters**

Commissioner Belkowitz had no matters to bring before the Commission.

Commissioner Callender had no matters to bring before the Commission.

Commissioner Gulakowski thanked staff for National Consumer Protection Week (NCPW) efforts and mentioned reviewing the Who's Watching Whom? Your Smart TV and Your Privacy presentation provided by Communication Policy and Regulation Division during NCPW.

Commissioner Hargraves mentioned a rise in neighborhood car thefts and crimes of opportunity.

Commissioner Kirk mentioned increase of car break-ins in his neighborhood.

Commissioner Roark had no matters to bring before the Commission.

Commissioner Rosier mentioned sharing and posting the schedule for NCPW to various groups.

Commissioner Springer thanked staff for NCPW efforts.

Commissioner Svab inquired about NCPW attendance data.

Acting Director Makely provided an overview of the events for the week.

Chairperson Fee spoke about the increase of gas prices and the reduction in service by his trash provider.

## **Old Business**

There was no old business before the Commission.

## **New Business**

**1. 2022 Elections:** Nominating Committee Chairperson Gulakowski provided the slate of candidates.

Chairperson – John Fee

Vice Chairperson – Denis Gulakowski

Secretary – Jaqueline Rosier

Chairperson Fee asked for any additional nominations, and none were made.

Chairperson Fee made the motion by acclamation to accept Commissioner Rosier as Secretary. Commissioner Callender seconded the motion. The motion passed unanimously.

Chairperson Fee made the motion by acclamation to accept Commissioner Gulakowski as Vice Chairperson. Commissioner Kirk seconded the motion. The motion passed unanimously.

Vice Chairperson Gulakowski made the motion by acclamation to accept Commissioner Fee as Chairperson. Commissioner Kirk seconded the motion. The motion passed unanimously.

Commissioner Svab inquired about a separate meeting to get to know the Commission. A discussion ensued on public meetings, email communication, and year-end report.

Commissioner Belkowitz is concerned about no in-person meeting was not due to COVID, but the lifting of the mask restrictions in the government center.

Acting Director Makely discussed reasons for the continued electronic meetings.

- Virginia and Fairfax County are still under a declared State of Emergency.
- Lack of physical meeting space.
- Vast majority of Boards, Authorities, and Commissions are still meeting electronically.

Acting Director Makely will send the Commission an email to save the date in April. If a return to in-person meeting occurs, Commission will be notified.

Commissioner Hargraves made the motion to adjourn. Commissioner Kirk seconded the motion.

The meeting adjourned at 8:23 PM.

# CPC Calendar

**Consumer Protection Commission**  
2022 Planning Calendar  
April 19, 2022

- January 18
  - Nominations of Officers
  - 2022 Meeting Calendar
  - 2022 Items of Interest
  
- February 15
  - Consumer Affairs 101
  
- March 15
  - 2022 Elections
  
- April 19
  - 2022 Legislative Review
  
- May 17
  - Regulation and Licensing 101
  
- June 21
  - Police Civilian Review Panel Presentation
  
- July 19
  - FY 2022 Annual Report
  
- August 16
  - Community-wide Energy and Climate Action Plan (CECAP)
  
- September 20
  - Silver Shield Task Force Presentation
  
- October 18
  - Bitcoin/Cryptocurrency
  
- November 15
  - Nominations of Officers
  
- December 20
  -



# CPC Membership

**Name**

**Staff**

Harold G. Belkowitz  
*Appt. Expires 7/31/2024*

Wes Callender  
*Appt. Expires 7/31/2024*

John Fee (Chairperson)  
*Appt. Expires 7/31/2024*

Denis Gulakowski  
(Vice-Chairperson)  
*Appt. Expires 7/31/2024*

Dirck A. Hargraves  
*Appt. Expires 7/31/2023*

Dennis D. Kirk  
*Appt. Expires 7/31/2022*

Jason J. Kratovil  
*Appt. Expires: 7/31/2024*

Michael J. Roark  
*Appt. Expires 7/31/2023*

Jacqueline Rosier (Secretary)  
*Appt. Expires 7/31/2022*

Dr. Maurice B. Springer  
*Appt. Expires 7/31/2024*

Mr. Paul Svab  
*Appt. Expires 7/31/2024*

Rebecca L. Makely, Acting Director  
Department of Cable and Consumer Services  
703-324-5947  
[rebecca.makely@fairfaxcounty.gov](mailto:rebecca.makely@fairfaxcounty.gov)

Susan Jones, Chief  
Consumer Affairs Branch  
703-324-5877  
[susan.jones@fairfaxcounty.gov](mailto:susan.jones@fairfaxcounty.gov)

Main number: 703-222-8435  
Fax number: 703-653-1310

# CAB Statistics



**Consumer Affairs Branch**  
**Monthly Summary - All Activities**  
**March 2022**

	Current Month		Fiscal Year-to-D		Prior Fiscal YTD	
<b>Cases Received</b>	90		815		676	
<b>Cases Closed</b>	81		584		599	
Favorable	50	62%	333	57%	335	56%
Unfavorable	4	5%	55	9%	48	8%
Invalid	3	4%	21	4%	23	4%
Other	24	29%	175	30%	193	32%
Total (Checks column totals)	81	100%	584	100%	599	100%
Advice Inquires (closed)	360		2924		3631	
Case Inquires over 90+days (open)	18		162		169	
<b>Amount Received</b>	\$60,466.00		\$442,691.00		\$321,562.00	

**CLOSED COMPLAINT CATEGORIES**

FISCAL YEAR-TO-DATE	% FYTD	PRIOR FISCAL YTD	% PRIOR FYTD
Tenant Landlord	43%	Tenant Landlord	35%
Retail Stores	9%	Housing - Service	9%
Towing	7%	Automotive - Towing	8%
Automotive - Service	6%	Cable Television (Regulate	8%
Medical	6%	Retail Stores	9%
Other	29%	Other	31%

# Community Outreach

## Outreach Event Calendar April 2022

DATE	EVENT	LOCATION	# of Guests	Event Time	Staff
4/23/2022	<b>Culmore Community Day 2022</b>	Woodrow Wilson Library 6101 Knollwood Drive Falls Church, VA		10:00 a.m. - 2:00 p.m.	SCJ
4/25/2022	<b>Consumer Connection:</b>	Fairfax County Government 12000 Government Center Pkwy Fairfax, VA		10:00 a.m. - 11:00 a.m.	SCJ
4/26/2022	<b>6th Fraud Prevention &amp; Awareness Expo</b>	Greenspring Hunters Crossing Conference Center 7430 Spring Village Drive Springfield, VA		11:00 a.m. - 2:00 p.m.	SCJ/ BEO

# Outreach Event Calendar May 2022

DATE	EVENT	LOCATION	# of Guests	Event Time	Staff
5/20/2022	<b>Consumer Connection:</b>	Fairfax County Government 12000 Government Center Fairfax, VA		11:00 a.m. - 11:20 a.m.	SCJ
5/22/2022	<b>55+ Wellness &amp; Safety Expo Booth</b>	Vienna Community Center 120 Cherry Street SE Vienna, VA		1:00 p.m. - 4:00 p.m.	SCJ

# Consumer Resources



## **Resource Items**

### **Fairfax County Department of Cable and Consumer Services**

<https://www.fairfaxcounty.gov/cableconsumer>

### **Fairfax County Consumer Affairs**

<https://www.fairfaxcounty.gov/cableconsumer/csd/consumer>

### **Fairfax County Consumer Affairs Facebook**

<https://www.facebook.com/fairfaxcountyconsumer/>

### **Fairfax County Coronavirus (COVID-19) Updates**

[Fairfaxcounty.gov/covid19/](https://www.fairfaxcounty.gov/covid19/)

### **Ways to Stay Informed About Coronavirus (COVID-19)**

<https://fairfaxcountyemergency.wpcomstaging.com/>

### **Ways to Donate and Help During COVID-19**

<https://fairfaxcountyemergency.wpcomstaging.com/2020/03/25/ways-to-donate-and-help-during-covid-19/>

### **What to Know About Tenant-Landlord Rights During COVID-19**

<https://fairfaxcountyemergency.wpcomstaging.com/2020/11/17/what-to-know-about-tenant-landlord-rights-during-covid-19/>

### **DCCS Operating Status**

<https://www.fairfaxcounty.gov/cableconsumer/status>

### ***Your Community, You're Connected: Communication Association***

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/your-community-youre-connected>

### ***Consumer Connection: Telemarketing Fraud (March 7, 2022)***

<https://fb.watch/bC2c0U1XtZ/>

## **Information Items**

### **Consumer Advocates Warn About 'Forced Arbitration' Clauses**

Everyone's been told to read the fine print, but what if a customer doesn't get that fine print until after a service is already completed and then ends up having a problem? Montgomery County's Office of Consumer Protection is warning customers about such language. [\[More\]](#)

### **Drone Use By Fairfax County Channel 16 Approved By Supervisors**

Channel 16, Fairfax County government's television channel, gained approval Tuesday to use drones for footage of county facilities. [\[More\]](#)

### **Fairfax government's cable channel adds drones to repertoire**

Fairfax County Television Channel 16 will purchase a drone and camera to obtain aerial footage of county parks, buildings, facilities and historic landmarks, following unanimous approval March 22 by the Board of Supervisors. [\[More\]](#)

# Consumer Advocates Warn About 'Forced Arbitration' Clauses

By [Susan Hogan](#), [Rick Yarborough](#), [Steve Jones](#) and [Lance Ing](#) • Published March 7, 2022 • Updated on March 7, 2022 at 6:15 pm

Everyone's been told to read the fine print, but what if a customer doesn't get that fine print until after a service is already completed and then ends up having a problem? Montgomery County's Office of Consumer Protection is warning customers about such language.

"We are here to really tell consumers to be aware of forced arbitration clauses that might be buried in documents that they receive. That's really important. Many consumers might not even realize the potential harm of signing something," said Eric Friedman.

Rockville, Maryland, resident Lori Shapiro said it happened to her.

"I never expected to have a problem. I'd been going to the same place for four years with no issue," she told the News4 I-Team.

Shapiro said a few months after taking her car to a Jiffy Lube on Frederick Road, she began having engine trouble. She eventually needed a new one, she said, due to a cracked oil pan.

"I don't have \$6,000 for an engine," she said.

After an attorney for the Jiffy Lube franchise said the problem was not the shop's fault since she drove the car thousands of miles after the service, she decided to file a complaint with the Office of Consumer Protection.

"They called me and they said, 'You know, we're going to do everything we can to help you, but there's a little problem,'" Shapiro said.

"The initial response from Jiffy Lube and Jiffy Lube attorney was that we should close the complaint because the consumer was in breach of contract," explained Friedman.

On the back of the receipt Shapiro signed was a dispute resolution clause, which read: "The parties agree to submit any controversy or claim arising out of or relating to the goods and services rendered to mediation administered by Mediation and Arbitration Services of Virginia, LLC (MAS) at a cost not to exceed \$100 prior to initiating litigation. Any such claims must be initiated in writing within 90 days. If mediation is not successful, arbitration will be initiated with the cost shared equally between both parties pursuant to MAS commercial arbitration rules. The customer further agrees that failure to abide by this provision constitutes a material breach of this contract, which prevents it from asserting any claim against any Jiffy Lube Service Center."

Shapiro told the I-Team she didn't knowingly agree to anything.

"So, you sign a receipt to get your car back without ever having agreed to that prior to any service," she said.

"In theory, arbitration can save money," said Lauren Saunders, an attorney for the National Consumer Law Center.

She said arbitration can work if both parties agree to it. It can keep cases out of court and be quicker. The cases are supposed to be heard by an impartial third party.

But Saunders said when arbitration is the only choice because the company says so, that becomes forced arbitration.

"You don't have the right to go to court, you have to go to an arbitrator who they designate," she said.

According to her, more businesses are now using forced arbitration language and consumers lose almost 97% of the cases to the companies.

"Arbitrators have an incentive to rule for the company that's going to bring them more business," Saunders said. "Arbitrators are paid by the hour, they're paid by the case, and a big company is going to bring them more cases. They'll never see that consumer again."

Shapiro's attorney said he paid the required initial \$100 fee to start the process with the company listed on the back of that Jiffy Lube invoice, Mediation and Arbitration Services of Virginia.

The I-Team learned the listed president for that company is Paul Warren, according to Maryland business records. He's also the attorney who represented this particular Jiffy Lube in Shapiro's case, which he confirmed in a letter to the county obtained by News4.

"That is the most obvious conflict of interest that you could possibly have in a document," said Friedman. "It's strange and remarkable that the attorney and the merchant thought it could even possibly be appropriate."

Warren disputes there's any conflict at all and told the I-Team in an email, "MAS does not provide any service in such proceedings beyond providing a list of independent mediators and coordinating the scheduling of the session." He also said, "The language regarding alternative dispute resolution is included to provide an opportunity for the company to discuss and attempt to resolve any dispute or misunderstanding with a customer before communication is cut off and either side has to incur needless litigation costs. Jiffy Lube franchisees take the Pledge of Satisfaction seriously, and in my 20+ years of working with this franchisee, I have never seen a meritorious claim that was submitted to mediation go unresolved prior to litigation. Mediation is a voluntary process

that ensures that each party's perspective is heard, and typically in consumer claims like this, no lawyers are present. Very few claims against Jiffy Lube in Montgomery County have gone to arbitration.”

The owner of the franchise has several other Jiffy Lubes in the area. Montgomery County sent him a cease and desist letter to remove the dispute resolution language from its invoices, saying it could be a violation of the county’s consumer protection code. The county said it has not heard back.

The I-Team took a vehicle in for an oil change to the same shop Shapiro visited and found that same clause listed on the back of the receipt.

When News4 reached back out to the owner and his attorney for an interview the attorney said in an email, "To my knowledge, the specific language you reference in the invoice is no longer used. Current invoices mention only that mediation is required before litigation but do not mention a specific company.”

To make sure, News4 visited another Jiffy Lube owned by the same person for another oil change, and after the service, the same dispute resolution was on the back of the invoice.

"I mean, how can you ask someone to sign an agreement after you do the work?" Shapiro asked.

In the end, she and her attorney decided against the mediation, saying it felt unfair with the attorney’s connection to the company.

“Had I known that was one of their things, I wouldn’t have gone there,” Shapiro said. “The main reason I went to Jiffy Lube was for the convenience.”

Jiffy Lube said it regrets she "chose not to participate in any type of dispute resolution.”

The I-Team also contacted Jiffy Lube International in Texas to ask if this same language is used company-wide. A spokesperson said, “We are committed to providing an outstanding customer experience at each of our more than 2,000 franchised locations. In the event a customer is not satisfied, as stated in our Policy & Procedures Manual for Franchisees, mediation is one of several options to resolve the dispute.”

**Responses from Jiffy Lube attorney Paul Warren:**

Thank you for your email. I have contacted the Jiffy Lube franchisee involved and been asked to reply to your inquiry as follows:

The language regarding alternative dispute resolution is included to provide an opportunity for the company to discuss and attempt to resolve any dispute or misunderstanding with a customer before communication is cut off and either side has

to incur needless litigation costs. Jiffy Lube franchisees take the Pledge of Satisfaction seriously, and in my 20+ years of working with this franchisee, I have never seen a meritorious claim that was submitted to mediation go unresolved prior to litigation. Mediation is a voluntary process that ensures that each party's perspective is heard, and typically in consumer claims like this, no lawyers are present. Very few claims against Jiffy Lube in Montgomery County have gone to arbitration.

Unfortunately, some customers assume that Jiffy Lube and other vehicle servicers are insurers of a vehicle's condition regardless of the number of miles driven or relationship of the complaint to the services provided. The customer referenced in your email, for example, appears to have driven her car 4,997 miles before a courtesy "top off" and another 9,298 miles before experiencing any issues. There are numerous Maryland cases that uniformly hold that such facts warrant summary judgment dismissal of the claim if pursued in court.

Jiffy Lube sincerely regrets that the customer referenced in your email chose not to participate in any type of dispute resolution, as its franchisees value its customer relationships as one of their core values.

Thank you for your email and attention in this regard.

—

Mediation by definition is a voluntary process wherein each party may be heard and make their own decisions. The parties are the only decisionmakers, and this franchisee does not have attorneys present during customer mediations nor does it utilize mediators with whom either it or the customer has a relationship. Regardless, the customer you reference refused to participate in mediation or any other ADR process so cannot be said to have been forced into mediation – she opted out.

To my knowledge, the specific language you reference in the invoice is no longer used by any of this franchisee's stores. Current invoices mention only that mediation is required before litigation but do not mention a specific company. With respect to this particular customer, she was invited to select the mediator of her choice and, again, chose not to proceed.

Last, for many years companies and governmental entities such as the Department of Defense and the US Postal Service have engaged and/or employed mediators to help resolve disputes. The intention behind this Jiffy Lube franchisee's use of a Dispute Resolution clause is to provide customer service, continuing dialogue, and resolve meritorious disputes. It has never utilized me nor any person employed by me as a mediator or arbitrator. When a customer has requested mediation, a list of independent mediators in the area where the parties are located is sent to the customer along with their bios and available dates so that they may choose who they wish to mediate the claim.

Customers who go through mediation almost uniformly report greater satisfaction than those who try to resolve claims through the court system, which has hard and inflexible rules of evidence. With respect to the customer you reference, given that she appears to have driven her car 4,997 miles before a courtesy "top off" and another 9,298 miles before experiencing any issues, her legal claim would likely have been dismissed, but she could perhaps have received information regarding the cause of her vehicle's problem and explored ways to address it in a non-confrontational setting like mediation. Again, we regret that she chose not to take advantage of this process.

—

Below is the language sent to the customer in question. MAS confirmed the franchisee's availability to participate in mediation and stated:

(MAS has) confirmed Jiffy Lube's willingness to participate in mediation. We just need you to send payment in the amount of \$100 to begin the mediation process, which can be paid via credit card or check payable to MAS. Upon receipt of your client's fee and that of Jiffy Lube, we will retain a mediator in your area for a 2-hour session and secure mutually available dates for the session. Please let me know if you have any questions.

Customers of this franchisee contribute only \$100 of the mediation fee; the franchisee covers the remaining cost. Again, as I mentioned before, when a customer requests mediation, a list of independent mediators in the area where the parties are located is sent to the customer along with their bios and available dates so that they may choose who they wish to mediate the claim. In this instance, the customer stated that they would not be proceeding with mediation, i.e., they opted out.

MAS does not provide any service in such proceedings beyond providing a list of independent mediators and coordinating the scheduling of the session.

*Reported by Susan Hogan, produced by Rick Yarborough, shot by Steve Jones and Lance Ing, and edited by Steve Jones.*

# Drone Use By Fairfax County Channel 16 Approved By Supervisors

Fairfax County's television channel plans to use drones to obtain aerial footage of Fairfax County facilities.

Emily Leayman\_Patch Staff

Posted Tue, Mar 22, 2022 at 12:36 pm ET

**FAIRFAX COUNTY, VA — Channel 16, Fairfax County government's television channel, gained approval Tuesday to use drones for footage of county facilities.**

The Board of Supervisors voted Tuesday to allow use of drones, also known as unmanned aircraft systems. The county's Department of Cable and Consumer Services plans to get video of Fairfax County facilities, parks, buildings, and historic landmarks to improve television programs about county services. Footage would be taken by Channel 16 staff who are FAA licensed operators.

According to board documents, measures would be taken to ensure the privacy of people seen in videos.

"To ensure the privacy of the public, imagery would be recorded to ensure that individuals would not be recognizable or, if anyone is recognizable, a signed County Release Form would be acquired," board documents state.

The Board of Supervisors approved an authorization process in 2019 allowing non-public safety departments to operate a drone program. In February, the Department of Cable and Consumer Services provided a memo on its proposed drone program for board review.

The department received no comments, questions, concerns or objections from the board on the proposal. There was no additional discussion by the board Tuesday on the matter.

The drone program does not come with additional costs. The Department of Cable and Consumer Services has \$900 in the current budget to acquire equipment and provide operator license certification.

Fairfax County already has a drone program for public safety responses such as search and rescue, flooding assessments, disaster damage assessments, crash reconstruction, fire incidents, and hazardous material responses.

For the public, the Fairfax County Park Authority allows use of drones on its land, provided that pilots follow FAA policies, including DC area airspace restrictions.



# Fairfax government's cable channel adds drones to repertoire

- by BRIAN TROMPETER, Sun Gazette Newspapers
- Mar 29, 2022

Fairfax County Television Channel 16 will purchase a drone and camera to obtain aerial footage of county parks, buildings, facilities and historic landmarks, following unanimous approval March 22 by the Board of Supervisors.

Supervisors on Feb. 18 authorized non-public-safety county agencies to operate Unmanned Aircraft Systems (UAS) programs. The Communications Productions Division of the Department of Cable and Consumer Services, which runs Channel 16, intends to implement such a program in coordination with the one managed by the Department of Emergency Management and Security.

Aerial videos obtained by Channel 16 will enhance county television programs highlighting county services, officials said.

“The operational benefit is visually showing locations in geographical context within the county,” wrote Rebecca Makely, acting director of the Department of Cable and Consumer Services, in a Feb. 18 memorandum to county supervisors.

County employees will endeavor to shoot the videos in a way that avoids recognizable members of the public below, but failing that, will acquire signed release forms from those who can be recognized, officials said.

Communications Productions Division staffers who obtain the videos will have been trained through the county’s UAS program and become operators licensed by the Federal Aviation Administration. The drone, camera and operator-license certification will cost \$900.