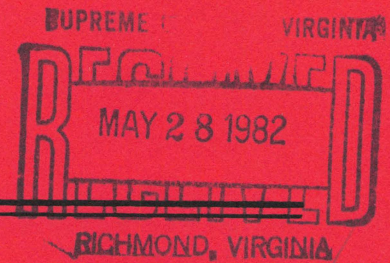


287Va 272



IN THE
Supreme Court of Virginia
AT RICHMOND

RECORD NO. 811452

TOWN OF NARROWS,

Appellant

v.

CLEAR-VIEW CABLE T.V., INC.,

Appellee

APPENDIX

James E. Cornwell, Jr.
WARREN, CORNWELL AND GIBB, P.C.
225 Main Street
Post Office Box 392
Narrows, Virginia 24124

Counsel for Appellant

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Sec. 4. Compliance with APPLICABLE Laws and Ordinances.

The grantee shall, at all times during the life of this Franchise, be subject to all lawful exercise of the police power by the Town and to such reasonable regulation as the Town shall hereinafter provide. The grantee shall be compliant with the United States Federal Communications Commission regulations covering Cable T.V. Systems and all generally accepted recommendations and standards issued by the National Cable Television Association.

Sec. 5. Territorial Area Involved.

This Franchise relates to the present territorial limits of the Town and to any area henceforth added thereto during the term of this Franchise.

Sec. 6. Liability and Indemnification.

(a) The grantee shall pay and by its acceptance of this Franchise the grantee specifically agrees that it will pay all damages and penalties which the Town may legally be required to as a result of granting this Franchise. These damages or penalties shall include, but shall not be limited to, damages arising out of copyright infringements and all other damages arising out of the installation, operation, or maintenance of the CATV system authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

(b) The grantee shall pay and by its acceptance of this Franchise specifically agrees that it will pay all expenses incurred by the Town in defending itself with regard to all damages and penalties mentioned in subsection (a) above. These expenses shall include all out-of-pocket expenses, such as attorney fees, and shall also include the reasonable value of any services rendered by the Town Attorney or his assistants or any employees of the Town.

(c) The grantee shall maintain, and by its acceptance of this Franchise specifically agrees that it will maintain throughout the term of this Franchise, liability insurance insuring the Town and the grantee with regard to all damages mentioned in subparagraph (a) above in the minimum amounts of:

- (1) \$100,000.00 for bodily injury or death to any one person, within the limit, however, of \$300,000.00 for bodily injury or death resulting from any one accident.
- (2) \$100,000.00 for property damage resulting from any one accident.

(d) The grantee shall maintain, and by its acceptance of this Franchise, specifically agrees that it will maintain throughout the term of this Franchise a faithful performance bond running to the Town, with at least two good and sufficient sureties approved by the Town, in the penal sum of \$3,000.00 conditioned that the grantee shall well and truly observe, fulfill, and perform each term and condition of this Franchise and that in case of any breach of condition of the bond, the amount thereof shall be recoverable from the principal and sureties thereof by the Town for all damages proximately resulting from the failure of the grantee to well and faithfully observe and perform any provision of this Franchise.

(e) The insurance policy and bond obtained by the grantee in compliance with this section must be approved by the Town Council and such insurance policy and bond, shall be filed and maintained with the Town Clerk during the term of this Franchise.

Sec. 7. Color TV.

The facilities used by the grantee shall be capable of distributing color TV signals, and when the signals the grantee distributes are received in color they shall be distributed in color where technically feasible.

AN ORDINANCE AMENDING AND RE-RATIFYING A FRANCHISE GRANTING CLEAR-VIEW CABLE T.V., INC. THE RIGHT TO USE THE STREETS, ETC., TO INSTALL AND OPERATE A COMMUNITY ANTENNA T. V. SYSTEM IN THE TOWN.

Be IT ORDAINED by the Town Council of the Town of Narrows, Virginia as follows:

SECTION 1. Clear-View Cable T.V., Inc., is hereby granted the following franchise and allowed to use the streets and other public places of the Town of Narrows, Virginia for its poles, wires, conduits, cables and fixtures to construct, install, operate, and maintain a community antenna television service in and along the streets, alleys and other public places in the Town of Narrows, Virginia; establishing conditions controlling the sale and distribution of community antenna television; and regulating the manner of using the streets, alleys and public ways as follows:

Sec. 1. Short Title. This ordinance shall be known and may be cited as the "Narrows Community Antenna Television Company Franchise Ordinance."

Sec. 2. Definitions For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (1) "Town" is the Town of Narrows, Virginia.
- (2) "Council" is the Town Council of Narrows, Virginia.
- (3) "Community Antenna Television System", hereinafter referred to as "CATV System" or "system" means a system of coaxial cables or other electrical conductors and equipment used or to be used primarily to receive television or radio signals directly or indirectly off-the-air and transmit them to subscribers for a fee.
- (4) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
- (5) Grantee is Clear-View Cable T. V., Inc.

Sec. 3. Grant of Nonexclusive Authority.

(a) There is hereby granted by the Town to the grantee the right and privilege to construct, erect, operate and maintain, in, upon along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the Town poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Town of a CATV system for the interception, sale and distribution of television and radio signals.

(b) The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive, and the Town reserves the right to grant a similar use of said streets, alleys, public ways and places, to any person at any time during the period of this Franchise.

Sec. 8. Signal Quality Requirements.

The grantee shall use the TECHNICAL SECTION of the United States Federal Communications Commission rules and regulations on Community Antenna Television systems as a minimum requirement for signal quality.

Sec. 9. Operation and Maintenance of the System. Complaints.

(a) The grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum use of the system.

(b) The grantee shall maintain an office in Giles County, Virginia, which shall be open during all usual business hours, have a listed telephone, and be so operated that complaints and request for repairs or adjustments may be received at any time during usual business hours. During evening hours up to 11 PM and during weekends and holidays from 8 AM to 11 PM that complaints may be received at an advertised telephone number.

(c) The grantee shall so operate its system that there will be no interference with television or radio reception through individually owned receiving antennas.

Sec. 10. Carriage of signals and use of channels.

The grantee shall receive and distribute television and radio signals which are disseminated to the general public without charge by broadcasting stations licensed by the Federal Communications Commission.

Sec. 11. Program Alteration.

All programs of broadcasting stations carried by the grantee shall be carried in their entirety as received, with announcements and advertisements and without additions.

Sec. 12. Service to schools.

The grantee shall provide service to each classroom in public school locations within the Town for educational purposes upon request by the Town and at no cost to it or to the public school system.

Sec. 13. Emergency Use of Facilities.

In the case of any emergency or disaster, the grantee shall, upon request of the Town Council, make available its facilities to the Town for emergency use during the emergency or disaster period.

Sec. 14. Other Business Activities.

This Franchise authorizes only the operation of a CATV system as provided for herein, and does not take the place of any other franchise, license, or permit which might be required by law of the grantee.

Sec. 15. Safety Requirements.

(a) The grantee shall at all times employ a high standard of care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

(b) The grantee shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of National Electric Code, National Electric Safety Code, and Bell System Practices, and in such manner that they will not interfere with any installations of the Town or of a public utility serving the Town.

(c) All structures and all lines, equipment, and connections in, over, under, and upon the streets, sidewalks, alleys and public ways or places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

(d) The grantee shall maintain a force of one or more resident agents or employees at all times and shall have sufficient employees to provide safe, adequate, and prompt service for its facilities.

Sec. 16. New Developments.

It shall be the policy of the Town liberally to amend this Franchise, upon application of the grantee, when necessary to enable the grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity more effectively, efficiently, or economically to serve its customers. Provided, however, that this Section shall not be construed to require the Town to make any amendment or to prohibit it from unilaterally changing its policy stated herein.

Sec. 17. Conditions on Street Occupancy.

(a) All transmissions and distribution structures, lines, and equipment erected by the grantee within the Town shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, alleys or other public ways and places.

(b) In case of disturbance of any street, sidewalk, alley, public way or paved area, the grantee shall, at its own cost and expense and in a manner approved by the Town Manager, replace and restore such street, sidewalk, alley, public way or paved area in as good a condition as before the work involving such disturbance was done.

(c) If at any time during the period of this Franchise the Town shall lawfully elect to alter or change the grade of any street, sidewalk, alley or other public way, the grantee, upon reasonable notice by the Town, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.

(d) Any poles or other fixtures placed in any public way by the grantee shall be placed in such manner as not to interfere with the usual travel on such public way.

(e) The grantee shall, on the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the grantee shall have the authority to require such payment in advance. The grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(f) The grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and public ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires and cables of the grantee, except that at the option of the Town, such trimming may be done by it or under its supervision and direction at the expense of the grantee.

Sec. 18. Preferential or Discriminatory Practices Prohibited.

The grantee shall not, as to rates, charges, services, service facilities, rules, regulations or in any other respect, make or grant any undue preference or advantage to any person, nor subject any person to any prejudice or disadvantage.

Sec. 19. Removal of Facilities upon Request.

Upon termination of service to any subscriber, the grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

Sec. 20. Transfer of Franchise.

The grantee shall not transfer this Franchise to another person without prior approval of the Town Council by ordinance.

Sec. 21. Change of Control of Grantee.

Prior approval of the Town Council shall be required where ownership or control or more than 30 percent of the right of control of grantee is acquired by a person or group of persons acting in concert, none of whom already own or control 30 percent or more of such right of control, singularly or collectively. By its acceptance of this Franchise the grantee specifically grants and agrees that any such acquisition occurring without prior approval of the Town Council shall constitute a violation of this Franchise by the grantee.

Sec. 22. Filing and Communications with Regulatory Agencies.

Copies of all petitions, applications and communications submitted by the grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting CATV operations authorized pursuant to this Franchise, shall also be submitted simultaneously to the Town Council.

Sec. 23. Town Rights in Franchise.

(a) The right is hereby reserved to the Town or the Town Council to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power; provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

(b) The Town shall have the right, during the life of this Franchise, to install and maintain free of charge upon the poles of the grantee any wire and pole fixtures necessary for a police alarm system on the condition that such wire and pole fixtures do not interfere with the CATV operations of the grantee.

(c) The Town shall have the right to supervise all construction or installation work performed subject to the provisions of this Franchise and make such inspections as it shall find necessary to insure compliance with the terms of this franchise and other pertinent provisions of law.

(d) At the expiration of the term for which this franchise is granted, or upon its termination and cancellation, as provided for herein, the Town shall have the right to require the grantee to remove at its own expense all portions of the CATV system from all public ways within the Town.

(e) The grantee, by the acceptance of this ordinance, expressly recognizes the powers of the town, upon forfeiture as proscribed in Section 26 of this ordinance, to acquire the plant and property, as located upon the streets of the town, of the grantee operated under this Franchise under the provisions of Section 15.1-307 of the Code of Virginia of 1950, as amended. In the event of the exercise by the town of this privilege the town shall pay to the grantee or its successors or its assigns under law the value of the physical properties of the grantee. The value shall recognize appreciation or depreciation and shall be determined by an appraisal committee consisting of three persons to be appointed by the Judge of Court or record of Giles County, Virginia. The grantee, or its successors or assigns, and the town shall each recommend one appointee to the court, however, the court shall not be bound by such recommendations. No payment shall be made by the town to the grantee by reason of the value of the Franchise itself. It shall be understood that a condition of each contract entered into by the grantee with reference to operations under this Franchise shall be that each contract shall be subject to the exercise of this authority by the town and that the town may be substituted for the grantee as a party to any such contract and may succeed, at its direction, to all the privileges and the obligations thereof at its option.

(f) After the expiration of the term for which this Franchise is granted, or after its termination and cancellation, as provided for herein, the Town shall have the right to determine whether the grantee shall continue to operate and maintain the CATV system pending the decision of the Town as to the future maintenance and operations of such system.

Sec. 24. Maps, Plats, and Reports.

(a) The grantee shall file with the Town Clerk true and accurate maps or plats of all existing and proposed installations.

(b) The grantee shall file annually with the Town Clerk not later than one hundred and five days after the end of the grantee's fiscal year, a statement of gross operating revenue prepared by or approved by a certified public accountant, and there shall be submitted along with this statement a list of numbers of primary subscribers and extra outlets, and other such reasonable information as the Town Council shall request with respect to the grantee's properties and expenses related to its CATV operations within the Town.

(c) The grantee shall keep on file with the Town Clerk a current list of its shareholders and bondholders.

Sec. 25. Payment to the Town.

(a) The grantee shall pay to the Town annually the amount of \$250.00 or an amount equal to two and one-half (2 1/2) percent of the annual gross operating revenues taken in and received by it on all charges for services within the Town during the year, which ever amount is greater, for the use of the streets and other facilities of the Town in the operation of the CATV system and for the municipal supervision thereof. This payment shall be in addition to any other tax or payment owed to the Town by the grantee, and shall be paid one hundred and five days after the close of the grantee's fiscal year.

(b) A five percent (5%) penalty for late payment shall be added after one hundred and five (105) days following the close of the grantee's fiscal year.

Sec. 26. Forfeiture of Franchise.

(a) In addition to all other rights and powers pertaining to the Town by virtue of this Franchise or otherwise, the Town reserves the right to terminate and cancel this Franchise and all rights and privileges of the grantee hereunder in the event that the grantee:

- (1) Violates any provision of this Franchise or any rule, order, or determination of the Town or Town Council made pursuant to this Franchise, except where such violation, other than of Section 21 or subsection (2) below, is without fault or through excusable neglect;
- (2) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt;
- (3) Attempts to dispose of any of the facilities or property of its CATV business to prevent the Town from purchasing same as provided for herein;
- (4) Attempts to evade any of the provisions of this Franchise or practices any fraud or deceit upon the Town;

(b) Such termination and cancellation shall be by ordinance duly adopted after thirty (30) days notice to the grantee and shall in no way affect any of the Town's rights under this Franchise or any provision of law. In the event that such termination and cancellation depends upon a finding of fact, such finding of fact as made by the Town Council or its representative shall be conclusive. Provided, however, that before this Franchise may be terminated and cancelled under this Section, the grantee must be provided with an opportunity to be heard before the Town Council.

Sec. 27. Town's Right of Intervention.

The grantee agrees not to oppose intervention by the Town, in any suit or proceeding to which the grantee is a party.

Sec. 28. Further Agreement and Waiver by Grantee.

The grantee agrees to abide by all provisions of this Franchise, and further agrees that it will not at any future time set up as against the Town or the Town Council the claim that the provisions of this Franchise are unreasonable, arbitrary or void.

Sec. 29. Duration and Acceptance of Franchise.

(a) This Franchise and the rights, privileges and authority hereby granted shall take effect and be in force from and after final passage hereof, as provided by law, and shall continue in force and effect for a term of ten (10) years, provided that within thirty (30) days after the date of the passage of this ordinance the grantee shall file with the Town Clerk its unconditional acceptance of this Franchise and promise to comply with and abide by all its provisions, terms and conditions. Such acceptance and promise shall be in writing duly executed and sworn to, by or on behalf of the grantee before a notary public or other officer authorized by law to administer oaths.

(b) Should the grantee fail to comply with subsection (a) above, it shall acquire no rights, privileges or authority under this Franchise whatever.

Sec. 30. Erection, Removal, and Common User of Poles.

(a) No poles or other wire-holding structures shall be erected by the grantee without prior approval of the Town Manager with regard to location, height, type and any other pertinent aspect. However, no location of any pole or wire-holding structure of the grantee shall be a vested interest and such poles or structures shall be removed or modified by the grantee at its own expense whenever the Town Council determines that the public convenience would be enhanced thereby.

(b) Where poles or other wire-holding structures already existing for use in serving the Town are available for use by the grantee, but it does not make arrangements for such use, the Town Council may require the grantee to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to the grantee are just and reasonable.

(c) Where the Town or a public utility serving the Town desires to make use of the poles or other wire-holding structures of the grantee but agreement therefor with the grantee cannot be reached, the Town Council may require the grantee to permit such use for such consideration and upon such terms as the Council shall determine to be just and reasonable, if the Council determines that the use would enhance the public convenience and would not unduly interfere with the grantee's operations.

Sec. 31. Number of Channels.

The grantee's CATV distributions system shall be capable of carrying at least twelve (12) television channels. Further, upon request of the Council, grantee shall utilize one channel to disseminate the signal of an educational television station.

Sec. 32. Rates and Penalty.

(a) The following rates and charges are hereby authorized for service under this Franchise and shall not be increased by the grantee without prior approval by the Town Council.

- (1) Initial tap-in and connection charges: (\$20.00)
- (2) Monthly rates: \$6.00 for service to one television signal outlet.
- (3) Monthly rates for additional signal outlets: \$1.00 each.
- (4) Connection charge for FM outlet and each additional TV signal outlet: \$5.00.

(b) A deposit equal to one month's rate may be required for new accounts only.

(c) A penalty of up to 10% per month of the amount due can be charged after the due date.

Sec. 33. Separability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Sec. 34. Compliance with FCC Franchise Requirements.

A certificate of compliance from the FCC will be required of the grantee by March 31, 1977. Prior to that time the Town Council and the grantee shall comply with franchise standards issued by the FCC or the amendments thereto.

Sec. 35. Virginia Public Telecommunications Council.

The grantee shall comply with all requirements of the Virginia Public Telecommunications Council (VPTC), particularly those requirements established in the Master State Plan for Public Telecommunications as adopted, from time to time, by the VPTC.

Sec. 36. Interconnections.

(a) If the grantee interconnects or extends the CATV system outside of the corporate limits of the Town there will be no degradation of signals or additional cost to the customers within the Town.

(b) It is further agreed that the Grantee's system shall be capable of interconnection with other CATV systems throughout the Commonwealth of Virginia for the purpose of developing statewide general educational telecommunications network or networks; provided, however, that the Grantee shall not be required to pay the cost of interconnecting its CATV system for this purpose, with systems in other political subdivisions.

SECTION 2. This ordinance shall be in effect January 1, 1976.

APPROVED _____

Mayor

ATTEST _____

Clerk

CLEAR-VIEW CABLE TV, INC.

P. O. BOX 926

TELEPHONE: 632-9784

218 E. MAIN STREET
MARTINSVILLE, VIRGINIA 24112

Serving:
Narrows,
Pearisburg-
Radford,
Christiansburg,
Chase City
Victoria, Va.

April 9, 1976

Mr. Harry C. Ragsdale, Mayor
Town of Narrows, Virginia
P.O. Box S
Narrows, Virginia 24124

Dear Mayor Ragsdale:

I, C. Harry Anglin, President of Clear-View Cable TV, Inc.,
do hereby accept the CATV ordinance, (no number) amended January
13, 1976 for the Town of Narrows, Virginia, as per section 29
(a) of above amended ordinance.

Respectfully yours,

CLEAR-VIEW CABLE TV, INC.

C. Harry Anglin
C. Harry Anglin
President

C. HARRY ANGLIN, President of Clear-View Cable TV, Inc., whose
name is signed to the foregoing writing bearing date of Novmeber
26, 1968, has this day personally appeared before me and
acknowledged the same in my CITY and State aforesaid.

Given under my hand this the 12th day of April
19 76.

My commission expires on the 21st day of FEB
19 77.

Dolphus L. Comer

Notary Public

CHA;a

AN ORDINANCE AMENDING AND RE-ENACTING A FRANCHISE GRANTING CLEAR-VIEW CABLE T.V., INC. THE RIGHT TO USE THE STREETS, ETC., TO INSTALL AND OPERATE A COMMUNITY ANTENNA T. V. SYSTEM IN THE TOWN.

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Sec. 2. Definitions For the purposes of this Ordinance, the following terms, phrases, works, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (1) "Town" is the Town of Narrows, Virginia.
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(b) The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive, and the Town reserves the right to grant a similar use of said streets, alleys, public ways and places, to any person at any time during the period of this Franchise.

Sec. 4. Compliance with APPLICABLE Laws and Ordinances.

The grantee shall, at all times during the life of this Franchise, be subject to all lawful exercise of the police power by the Town and to such reasonable regulation as the Town shall hereinafter provide. The grantee shall be compliant with the United States Federal Communications Commission regulations covering Cable T.V. Systems and all generally accepted recommendations and standards issued by the National Cable Television Association.

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This Franchise relates to the present territorial limits of the Town and to any area henceforth added thereto during the term of this Franchise.

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(a) The grantee shall pay and by its acceptance of this Franchise the grantee specifically agrees that it will pay all damages and penalties which the Town may legally be required to as a result of granting this Franchise. These damages or penalties shall include, but shall not be limited to, damages arising out of copyright infringements and all other damages arising out of the installation, operation, or maintenance of the CATV system authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

(b) The grantee shall pay and by its acceptance of this Franchise specifically agrees that it will pay all expenses incurred by the Town in defending itself with regard to all damages and penalties mentioned in subsection (a) above. These expenses shall include all out-of-pocket expenses, such as attorney fees, and shall also include the reasonable value of any services rendered by the Town Attorney or his assistants or any employees of the Town.

(c) The grantee shall maintain, and by its acceptance of this Franchise specifically agrees that it will maintain throughout the term of this Franchise, liability insurance insuring the Town and the grantee with regard to all damages mentioned in subparagraph (a) above in the minimum amounts of:

- (1) \$100,000.00 for bodily injury or death to any one person, within the limit, however, of \$300,000.00 for bodily injury or death resulting from any one accident.
- (2) \$100,000.00 for property damage resulting from any one accident.

(d) The grantee shall maintain, and by its acceptance of this Franchise, specifically agrees that it will maintain throughout the term of this Franchise a faithful performance bond running to the Town, with at least two good and sufficient sureties approved by the Town, in the penal sum of \$3,000.00 conditioned that the grantee shall well and truly observe, fulfill, and perform each term and condition of this Franchise and that in case of any breach of condition of the bond, the amount thereof shall be recoverable from the principal and sureties thereof by the Town for all damages proximately resulting from the failure of the grantee to well and faithfully observe and perform any provision of this Franchise.

(e) The insurance policy and bond obtained by the grantee in compliance with this section must be approved by the Town Council and such insurance policy and bond, shall be filed and maintained with the Town Clerk during the term of this Franchise.

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The facilities used by the grantee shall be capable of distributing color TV signals, and when the signals the grantee distributes are received in color they shall be distributed in color where technically feasible.

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The grantee shall receive and distribute television and radio signals which are disseminated to the general public without charge by broadcasting stations licensed by the Federal Communications Commission.

Sec. 11. Program Alteration.

All programs of broadcasting stations carried by the grantee shall be carried in their entirety as received, with announcements and advertisements and without additions.

Sec. 12. Service to schools.

The grantee shall provide service to each classroom in public school locations within the Town for educational purposes upon request by the Town and at no cost to it or to the public school system.

Sec. 13. Emergency Use of Facilities.

In the case of any emergency or disaster, the grantee shall, upon request of the Town Council, make available its facilities to the Town for emergency use during the emergency or disaster period.

Sec. 14. Other Business Activities.

This Franchise authorizes only the operation of a CATV system as provided for herein, and does not take the place of any other franchise, license, or permit which might be required by law of the grantee.

Sec. 15. Safety Requirements.

(a) The grantee shall at all times employ a high standard of care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

(b) The grantee shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of National Electric Code, National Electric Safety Code, and Bell System Practices, and in such manner that they will not interfere with any installations of the Town or of a public utility serving the Town.

(c) All structures and all lines, equipment, and connections in, over, under, and upon the streets, sidewalks, alleys and public ways or places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

★ (d) The grantee shall maintain a force of one or more resident agents or employees at all times and shall have sufficient employees to provide safe, adequate, and prompt service for its facilities.

Sec. 16. New Developments.

It shall be the policy of the Town liberally to amend this Franchise, upon application of the grantee, when necessary to enable the grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity more effectively, efficiently, or economically to serve its customers. Provided, however, that this Section shall not be construed to require the Town to make any amendment or to prohibit it from unilaterally changing its policy stated herein.

Sec. 17. Conditions on Street Occupancy.

(a) All transmissions and distribution structures, lines, and equipment erected by the grantee within the Town shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, alleys or other public ways and places.

(b) In case of disturbance of any street, sidewalk, alley, public way or paved area, the grantee shall, at its own cost and expense and in a manner approved by the Town Manager, replace and restore such street, sidewalk, alley, public way or paved area in as good a condition as before the work involving such disturbance was done.

(c) If at any time during the period of this Franchise the Town shall lawfully elect to alter or change the grade of any street, sidewalk, alley or other public way, the grantee, upon reasonable notice by the Town, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.

(d) Any poles or other fixtures placed in any public way by the grantee shall be placed in such manner as not to interfere with the usual travel on such public way.

(e) The grantee shall, on the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the grantee shall have the authority to require such payment in advance. The grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(f) The grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and public ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires and cables of the grantee, except that at the option of the Town, such trimming may be done by it or under its supervision and direction at the expense of the grantee.

Sec. 18. Preferential or Discriminatory Practices Prohibited.

The grantee shall not, as to rates, charges, services, service facilities, rules, regulations or in any other respect, make or grant any undue preference or advantage to any person, nor subject any person to any prejudice or disadvantage.

Sec. 19. Removal of Facilities upon Request.

Upon termination of service to any subscriber, the grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

Sec. 20. Transfer of Franchise.

The grantee shall not transfer this Franchise to another person without prior approval of the Town Council by ordinance.

Sec. 21. Change of Control of Grantee.

Prior approval of the Town Council shall be required where ownership or control or more than 30 percent of the right of control of grantee is acquired by a person or group of persons acting in concert, none of whom already own or control 30 percent or more of such right of control, singularly or collectively. By its acceptance of this Franchise the grantee specifically grants and agrees that any such acquisition occurring without prior approval of the Town Council shall constitute a violation of this Franchise by the grantee.

Sec. 22. Filing and Communications with Regulatory Agencies.

Copies of all petitions, applications and communications submitted by the grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting CATV operations authorized pursuant to this Franchise, shall also be submitted simultaneously to the Town Council.

Sec. 23. Town Rights in Franchise.

(a) The right is hereby reserved to the Town or the Town Council to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power; provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

(b) The Town shall have the right, during the life of this Franchise, to install and maintain free of charge upon the poles of the grantee any wire and pole fixtures necessary for a police alarm system on the condition that such wire and pole fixtures do not interfere with the CATV operations of the grantee.

(c) The Town shall have the right to supervise all construction or installation work performed subject to the provisions of this Franchise and make such inspections as it shall find necessary to insure compliance with the terms of this franchise and other pertinent provisions of law.

(d) At the expiration of the term for which this franchise is granted, or upon its termination and cancellation, as provided for herein, the Town shall have the right to require the grantee to remove at its own expense all portions of the CATV system from all public ways within the Town.

(e) The grantee, by the acceptance of this ordinance, expressly recognizes the powers of the town, upon forfeiture as prescribed in Section 26 of this ordinance, to acquire the plant and property, as located upon the streets of the town, of the grantee operated under this Franchise under the provisions of Section 15.1-307 of the Code of Virginia of 1950, as amended. In the event of the exercise by the town of this privilege the town shall pay to the grantee or its successors or its assigns under law the value of the physical properties of the grantee. The value shall recognize appreciation or depreciation and shall be determined by an appraisal committee consisting of three persons to be appointed by the Judge of Court or record of Giles County, Virginia. The grantee, or its successors or assigns, and the town shall each recommend one appointee to the court, however, the court shall not be bound by such recommendations. No payment shall be made by the town to the grantee by reason of the value of the Franchise itself. It shall be understood that a condition of each contract entered into by the grantee with reference to operations under this Franchise shall be that each contract shall be subject to the exercise of this authority by the town and that the town may be substituted for the grantee as a party to any such contract and may succeed, at its direction, to all the privileges and the obligations thereof at its option.

(f) After the expiration of the term for which this Franchise is granted, or after its termination and cancellation, as provided for herein, the Town shall have the right to determine whether the grantee shall continue to operate and maintain the CATV system pending the decision of the Town as to the future maintenance and operations of such system.

Sec. 24. Maps, Plats, and Reports.

(a) The grantee shall file with the Town Clerk true and accurate maps or plats of all existing and proposed installations.

(b) The grantee shall file annually with the Town Clerk not later than one hundred and five days after the end of the grantee's fiscal year, a statement of gross operating revenue prepared by or approved by a certified public accountant, and there shall be submitted along with this statement a list of numbers of primary subscribers and extra outlets, and other such reasonable information as the Town Council shall request with respect to the grantee's properties and expenses related to its CATV operations within the Town.

(c) The grantee shall keep on file with the Town Clerk a current list of its shareholders and bondholders.

Sec. 25. Payment to the Town.

(a) The grantee shall pay to the Town annually the amount of \$250.00 or an amount equal to two and one-half (2 1/2) percent of the annual gross operating revenues taken in and received by it on all charges for services within the Town during the year, which ever amount is greater, for the use of the streets and other facilities of the Town in the operation of the CATV system and for the municipal supervision thereof. This payment shall be in addition to any other tax or payment owed to the Town by the grantee, and shall be paid one hundred and five days after the close of the grantee's fiscal year.

(b) A five percent (5%) penalty for late payment shall be added after one hundred and five (105) days following the close of the grantee's fiscal year.

Sec. 26. Forfeiture of Franchise.

(a) In addition to all other rights and powers pertaining to the Town by virtue of this Franchise or otherwise, the Town reserves the right to terminate and cancel this Franchise and all rights and privileges of the grantee hereunder in the event that the grantee:

- (1) Violates any provision of this Franchise or any rule, order, or determination of the Town or Town Council made pursuant to this Franchise, except where such violation, other than of Section 21 or subsection (2) below, is without fault or through excusable neglect;
- (2) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt;
- (3) Attempts to dispose of any of the facilities or property of its CATV business to prevent the Town from purchasing same as provided for herein;
- ★ (4) Attempts to evade any of the provisions of this Franchise or practices any fraud or deceit upon the Town;

(b) Such termination and cancellation shall be by ordinance duly adopted after thirty (30) days notice to the grantee and shall in no way affect any of the Town's rights under this Franchise or any provision of law. In the event that such termination and cancellation depends upon a finding of fact, such finding of fact as made by the Town Council or its representative shall be conclusive. Provided, however, that before this Franchise may be terminated and cancelled under this Section, the grantee must be provided with an opportunity to be heard before the Town Council.

Sec. 27. Town's Right of Intervention.

The grantee agrees not to oppose intervention by the Town, in any suit or proceeding to which the grantee is a party.

Sec. 28. Further Agreement and Waiver by Grantee.

The grantee agrees to abide by all provisions of this Franchise, and further agrees that it will not at any future time set up as against the Town or the Town Council the claim that the provisions of this Franchise are unreasonable, arbitrary or void.

Sec. 29. Duration and Acceptance of Franchise.

(a) This Franchise and the rights, privileges and authority hereby granted shall take effect and be in force from and after final passage hereof, as provided by law, and shall continue in force and effect for a term of ten (10) years, provided that within thirty (30) days after the date of the passage of this ordinance the grantee shall file with the Town Clerk its unconditional acceptance of this Franchise and promise to comply with and abide by all its provisions, terms and conditions. Such acceptance and promise shall be in writing duly executed and sworn to, by or on behalf of the grantee before a notary public or other officer authorized by law to administer oaths.

(b) Should the grantee fail to comply with subsection (a) above, it shall acquire no rights, privileges or authority under this Franchise whatever.

Sec. 30. Erection, Removal, and Common User of Poles.

(a) No poles or other wire-holding structures shall be erected by the grantee without prior approval of the Town Manager with regard to location, height, type and any other pertinent aspect. However, no location of any pole or wire-holding structure of the grantee shall be a vested interest and such poles or structures shall be removed or modified by the grantee at its own expense whenever the Town Council determines that the public convenience would be enhanced thereby.

(b) Where poles or other wire-holding structures already existing for use in serving the Town are available for use by the grantee, but it does not make arrangements for such use, the Town Council may require the grantee to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to the grantee are just and reasonable.

(c) Where the Town or a public utility serving the Town desires to make use of the poles or other wire-holding structures of the grantee but agreement therefor with the grantee cannot be reached, the Town Council may require the grantee to permit such use for such consideration and upon such terms as the Council shall determine to be just and reasonable, if the Council determines that the use would enhance the public convenience and would not unduly interfere with the grantee's operations.

Sec. 31. Number of Channels.

The grantee's CATV distributions system shall be capable of carrying at least twelve (12) television channels. Further, upon request of the Council, grantee shall utilize one channel to disseminate the signal of an educational television station.

Sec. 32. Rates and Penalty.

(a) The following rates and charges are hereby authorized for service under this Franchise and shall not be increased by the grantee without prior approval by the Town Council.

- (1) Initial tap-in and connection charges: (\$20.00)
- (2) Monthly rates: \$6.00 for service to one television signal outlet.
- (3) Monthly rates for additional signal outlets: \$1.00 each.
- (4) Connection charge for FM outlet and each additional TV signal outlet: \$5.00.

(b) A deposit equal to one month's rate may be required for new accounts only.

(c) A penalty of up to 10% per month of the amount due can be charged after the due date.

Sec. 33. Separability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Sec. 34. Compliance with FCC Franchise Requirements.

A certificate of compliance from the FCC will be required of the grantee by March 31, 1977. Prior to that time the Town Council and the grantee shall comply with franchise standards issued by the FCC or the amendments thereto.

Sec. 35. Virginia Public Telecommunications Council.

The grantee shall comply with all requirements of the Virginia Public Telecommunications Council (VPTC), particularly those requirements established in the Master State Plan for Public Telecommunications as adopted, from time to time, by the VPTC.

Sec. 36. Interconnections.

(a) If the grantee interconnects or extends the CATV system outside of the corporate limits of the Town there will be no degradation of signals or additional cost to the customers within the Town.

(b) It is further agreed that the Grantee's system shall be capable of interconnection with other CATV systems throughout the Commonwealth of Virginia for the purpose of developing statewide general educational telecommunications network or networks; provided, however, that the Grantee shall not be required to pay the cost of interconnecting its CATV system for this purpose, with systems in other political subdivisions.

SECTION 2. This ordinance shall be in effect January 1, 1976.

APPROVED _____

Mayor

ATTEST _____

Clerk

The regular meeting of the Council of the Town of Narrows, Virginia, was held in the Town Hall on April 9, 1968, at 7:45 P. M.

PRESENT: T. H. Moses, Mayor, H. M. Barnes, Town Manager, and the following members of Council: D. R. Rakes, Clarence Clevenger, K. M. Hale and R. G. Akers and E. P. Dayton.

The minutes of the previous meeting were read and approved.

Council set April 29th as date to view the property of Mr. S. E. Blankenship for consideration of a property exchange with the town.

The Manager reported to Council that the Clear-View TV Cable Company of Martinsville, Virginia, had advised that they will buy the TV franchise from the TV Cable Company of War, West Virginia, provided franchises from both the Town of Narrows and the Town of Pearisburg can be acquired.

✓ Following a discussion of the new TV franchise, a motion was made by D. R. Rakes, seconded by K. M. Hale, and carried, that the revised TV Franchise be adopted.

The Manager read a letter from Darrell R. Collins, Resident Engineer, Department of Highways, with maps enclosed, showing the planned improvements where Route 100 intersects No. 61, which includes sidewalk repairs, new curb and sidewalks, utilization of all of the "old Bank Lot" and perhaps some work on Monroe Street.

Council directed the Manager to formally request that this work be done.

There being no further business to come before the meeting, Council adjourned upon motion.

Clarence Clevenger, Clerk

T. H. Moses
Mayor

The regular meeting of the Council of the Town of Narrows, Virginia, was held in the Town Hall on Monday, May 13, 1968, at 7:30 P. M.

PRESENT: T. H. Moses, Mayor, H. M. Barnes, Town Manager, and the following Councilmen: E. P. Dayton, Clarence Clevenger, D. R. Rakes, K. M. Hale and R. G. Akers.

The Mayor called the meeting to order with invocation following which the minutes of the previous meeting were read and approved.

Mr. Day Manager requested that Blankenship's property be considered for exchange.

Council directed the Manager to formally request that this work be done.

There being no further business to come before the meeting, Council adjourned upon motion.

Charles T. Lloyd, Clerk

T. H. Moses
Mayor

The regular meeting of the Council of the Town of Narrows, Virginia, was held in the Town Hall on Monday, May 13, 1968, at 7:30 P. M.

PRESENT: T. H. Moses, Mayor, H. M. Barnes, Town Manager, and the following Councilmen: E. P. Dayton, Clarence Clevenger, D. R. Rakes, K. M. Hale and R. G. Akers.

The Mayor called the meeting to order with invocation following which the minutes of the previous meeting were read and approved.

Mr. Ray Neely, contractor, requested that Blankenship Street be paved. Mr. Neely stated that he has built four houses on this street which are for sale and that before FJA loans can be obtained the street will have to be paved. Mr. Neely also indicated that he will build more houses if the paving of the streets can be taken care of by the town. The Mayor advised Mr. Neely that the matter will be discussed at a special meeting of the Council which will be held within the next few weeks and he will be notified immediately thereafter as to when this work can be done. Council requested the Manager to prepare an estimate of the cost of paving Blankenship, Edward and Elsworth Streets.

✓ The Manager brought to the attention of Council the request of the Clear View TV Cable Company for a minor change in the TV franchise, following which a motion was made by K. M. Hale, seconded by E. P. Dayton and carried that paragraphs (a), (b), (c), (d) and (e) of Section 32 of the TV franchise which was adopted by Council at the April 9th meeting be eliminated, provided the Town of Pearisburg also agrees to these five deletions.

The Manager stated to Council that the Park will open this next week.

R. G. Akers, Chairman of the Finance Committee, submitted copies of a proposed budget to the Council and requested that a special meeting of the Finance Committee be called in order to finalize the budget, which meeting was called for May 20th.

There being no further business to come before the meeting, Council adjourned upon motion.

Charles T. Lloyd
Clerk

T. H. Moses
Mayor

A special meeting of the Council of the Town of Narrows, Virginia, was held in the Town Hall on May 20, 1968, at 7:00 o'clock P. M.

PRESENT: T. H. Moses, Mayor, H. M. Barnes, Town Manager, and the following Councilmen: K. M. Hale, D. R. Rakes, Clarence Clevenger, R. G. Akers and E. P. Dayton

The regular meeting of the Council of the Town of Narrows, Virginia, was held in the Town Hall on Monday, June 10, 1968, at 7:30 P. M.

PRESENT; T. H. Moses, Mayor, H. M. Barnes, Town Manager, James L. Warren, Town Attorney, and the following Councilmen: K. M. Hale, E. P. Dayton, Clarence Clevenger, D. R. Rakes and R. G. Akers.

The Mayor called the meeting to order with invocation by K. M. Hale.

The minutes of the previous meeting were read and approved.

The Manager stated that he had written to Mr. Anglin of the Clear View T.V. Cable Company requesting that all delinquent documents be forwarded to him.

The Town Manager reported to the Council that S. E. Blankenship who owns property adjoining the town Well lot on the North side of New River had made a further proposal for the exchange of a portion of his property for a portion of the town property. A sketch of the properties with the portions to be affected by the exchange was exhibited after a full discussion of the matter and upon motion of E. P. Dayton, seconded by D. R. Rakes and carried, the Council approved the exchange and authorized the Town Manager to proceed therewith.

Council discussed the license fees of business and professional people and upon motion of R. G. Akers, seconded by Clarence Clevenger, the following was adopted:

LICENSE FEES FOR NARROWS

Be it ordained by the Council of the Town of Narrows, Giles County, Virginia, that licenses and fees for period commencing on July 1, 1968, and ending on June 30, 1969, being one year, and each year thereafter shall be as follows:

It shall be unlawful for any person, firm or corporation, unless otherwise provided by law, to engage in any business, profession, trade or calling in the Town of Narrows, without first having obtained a license from the Town, as provided in this ordinance.

Any person doing business in more than one place, stall or stand shall obtain a separate license for each such place, unless such places, stalls or stands communicate directly or continuously with and open into each other.

Application for license under this ordinance shall be filed on or before June 15th of each year.

When the license tax is to be based on gross receipts, sales, or purchases, the applicant shall include with his application data to substantiate his application. The declaration of gross sales shall be for the period July 1 through June 30, but excluding receipts for labor and personal services.

Any person, firm or corporation shall fail, refuse, or neglect to obtain a proper license, as provided in this ordinance, shall become liable for such

The regular meeting of the Council of the Town of Narrows, Virginia, was held in the Town Hall on Tuesday, October 1968, at 7:30 P. M.

PRESENT: R. H. Legard, Mayor, R.C.W. Nicholl Town Manager, James L. Warren, Town Attorney, and the following members of Council: Clarence Clevenger, R. G. Akers, J. B. Greene and L. B. Williams.

The Mayor called the meeting to order and the invocation was given by Clarence Clevenger.

The minutes of the previous meeting were read and approved as corrected.

The Mayor stated that in the charter of the town there is no provision for a vice mayor and further stated that so arrangement should be made for someone to act in the place of the Mayor in the event he should not be present at the meeting of Council. Following discussion it was decided that should the Mayor find it necessary to be absent then he shall pass on any business he may have to be transacted at the meeting to the Town Manager who will, at the meeting, appoint a member of Council to act in the place of the Mayor.

A discussion was had concerning the dead end water lines in the water system, following which discussion a motion made by J. B. Greene, seconded by Clarence Clevenger and carried that Council accept the recommendation of the Manager that the water lines on the North side be connected in such manner as to provide for circulation to eliminate the present condition.

The Manager reported that he had written to Mr. Anglin of the Clear View T.V. Cable Company requesting information as to when the TV Cable will be installed and as yet has heard nothing from him.

The Mayor stated that Mr. Dittman has promised him that if his building on Monroe Street is not in use by Spring he will tear it down. Mr. Shepherd has advised the Mayor that he will complete the removal of the old mill building by Spring.

A drainage problem at the site of the new Methodist Church building was discussed and, as recommended by J. B. Greene, this matter was turned over to the Streets and Roads committee.

Mr. Auvil Harris requested the opening of the alley behind the market building he is constructing on Route 460. The Town Manager was instructed to investigate this.

A lengthy discussion was had concerning the proposed ordinance on trailer parks in the town by Council and interested citizens in attendance at the meeting. Following this discussion, a motion was made by Clarence Clevenger, seconded by R. G. Akers and carried, that the following ordinance be adopted:

AN ORDINANCE RELATING TO THE USE OF TRAILERS IN THE TOWN OF NARROWS, AND REPEALING ALL PREVIOUS ORDINANCES PERTAINING TO TRAILER PARKS AND TRAILERS:

There being no further business to come before the meeting, Council adjourned upon motion.

Robert H. Legard
Mayor

Barbara T. Lloyd, Clerk

The regular meeting of the Council of the Town of Narrows, Virginia, was held in the Town Hall on Tuesday, November 12, 1968, at 7:30 P. M.

PRESENT: R. H. Legard, Mayor, R.C.W. Nicholl, Town Manager, and the following Councilmen: Clarence Clevenger, R. G. Akers, J. B. Greene and L. B. Williams.

The Mayor called the meeting to order and the invocation was given by Rev. Harold E. Moffitt.

The minutes of the previous meeting were read and approved.

Mr. Bill Simmons appeared before the meeting in response to a request the Town had received for action to be taken on alleged vicious dogs belonging to Mr. Simmons. Following an investigation by the Town Manager, it was found that the dogs of Mr. Simmons were not vicious. Mr. Simmons told the Council that if the dogs were proven to be vicious and a nuisance then he would dispose of them.

✓ The Manager advised that Mr. Anglin of the T.V. Cable Company has promised to have the TV cable installed by Christmas.

The Manager reported that \$1,924.12 has been collected on delinquent water and sewer accounts. It was further stated that arrangements had been made with some of the citizens having delinquent accounts for payments to be made over period of time. Some cut-offs were made and some lines were found which would necessitate new cut-offs be installed before action could be taken.

The water department has tied in a dead-end water line in North Narrows at the residence of Garland Hale which has eliminated two complaints of muddy water.

A discussion was had concerning the drainage problem at the Methodist Church and it was the recommendation of the Streets and Roads Committee that no action be taken at this time.

Following discussion, a motion was made by R. G. Akers, seconded by L. B. Williams and carried that the proposal of the Michie City Publications Company for the codification of the Town's ordinances, at a cost of \$1,850.00, be accepted, and that the work be commenced at once. This amount was included in the 1968-69 budget.

Council received no bids on Lot No. 45 in the Valley View Addition at the meeting and it was decided by Council to retain this lot for a period of time until the outcome of the tests of the water in the well is determined.

A motion was made by J. B. Greene, seconded by R. G. Akers and carried that the following be designated as legally constituted trailer parks in the Town:

The Trailer Park on Wolf Street owned by Mr. Runions, the one on Wolf Street owned by Mrs. Lyda Brown and

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A motion was made by Clarence Clevenger, seconded by R. G. Akers and carried that the Committee on Safety as recommended by the Mayor be accepted.

Following a suggestion by Jay Green that the Police Committee make an investigation of the purchase of the new police car which is to be included in the 1969-70 budget, Council directed that the Police Committee obtain bids on a new police car from three agencies in the county and should the town elect to purchase the car from a local agency rather than from the state agency, then the lowest bid submitted would be accepted.

A motion was made by Clarence Clevenger, seconded by R.G. Akers, and carried, that the Manager be authorized to proceed with the purchase and installation of a chlorinator on the well in Orchard Hills.

A motion was made by R. G. Akers, seconded by D. R. Rakes and carried that the license charge for town tags for the year 1969 be set at \$5.00.

✓ Mr. Harry Anglin of the Clearview T.V. Cable Company requested permission from the Council to assign his franchise for security purposes to the Stromberg-Carlson Credit Corporation.

A motion was made by Clarence Clevenger, seconded by D. R. Rakes and carried that the Council would be willing to grant Mr. Anglin's request.

There being no further business to come before the meeting, Council adjourned upon motion.


Mayor


Clerk

A special meeting of the Council of the Town of Narrows, Virginia, was held in the Town Hall on ^{FEB. 1969} June 24, 1968, at 8:00 o'clock P. M.

PRESENT: R. H. Legard, Mayor, R.C.W. Nicholl, Town Manager, and the following Councilmen: R. G. Akers, Clarence Clevenger, Gay B. Greene, D. R. Rakes and L. B. Williams.

The meeting was called to order by Mayor Legard to further discuss the purchase of a police car for the budget year 1969-70.

A motion was made by D. R. Rakes, seconded by Clarence Clevenger and carried four to one that the town purchase the next police car through the State at a cost of \$1,850.95. The recorded vote on this motion was as follows: Akers, Clevenger, Rakes and Williams, yes. Greene, No.

There being no further business to come before the meeting Council adjourned upon motion.

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The Manager stated that he had received a bid for black topping the streets from John A. Hall and Company. He further stated that he had discussed the work to be done with both Adams Construction Company and Hall and that the bid of Hall appeared to be the best bid.

Following discussion, a motion was made by Jay B. Greene, seconded by D. R. Rakes and carried, that the recommendation of the Manager to accept the bid of John A. Hall and Company for black topping the streets be accepted.

A motion was made by L. B. Williams, seconded by Jay B. Greene and carried, that the following ordinance amendments be accepted:

✓ AN ORDINANCE TO CONDITIONALLY APPROVE THE TRANSFER OF A FRANCHISE GRANTING C. HARRY ANGLIN, T/A CLEAR-VIEW CABLE TELEVISION COMPANY THE RIGHT TO USE THE STREETS, ETC., TO INSTALL AND OPERATE A COMMUNITY ANTENNA TELEVISION SYSTEM IN THE TOWN, AND TO APPROVE A CHANGE OF OWNERSHIP AND CONTROL OF THE GRANTEE UNDER CERTAIN CONDITIONS.

"WHEREAS, an ordinance adopted by the Council of the Town of Narrows, Virginia, April 9, 1968, and being a franchise granting C. Harry Anglin, T/A Clear-View Cable Television Company the right to use the streets, etc., to install and operate a community antenna television system in the town, required that said franchise shall not be transferred without prior approval of the Town Council by ordinance and further requires prior approval of the Town Council where ownership or control of the grantee, C. Harry Anglin, T/A Clear-View Cable Television Company, is changed; and,

"WHEREAS, said ordinance grants the approval of the Council of the Town of Narrows, Virginia, for the transfer of said franchise to Clear-View Cable TV, Inc., and grants the approval of the Council for the transfer of the ownership and control of Clear-View Cable Television Company to Clear-View Cable TV, Inc.; and,

"WHEREAS, Stromberg-Carlson Corporation has requested a pledge agreement providing for the transfer of said Cable television franchise and the transfer of the ownership and control of Clear-View Cable TV, Inc., to Stromberg-Carlson Corporation in the event of default of a loan agreement between Stromberg-Carlson Corporation and Clear-View Cable TV, Inc., in order to secure said loan agreement; and,

"WHEREAS, C. Harry Anglin of Clear-View Cable TV, Inc., has requested that the Council of the Town of Narrows approve by ordinance the conditional transfer of said franchise and also to approve the conditional change of ownership and control of Clear-View TV, Inc., to Stromberg-Carlson Corporation under the terms of the pledge agreement between Clear-View Cable TV, Inc., and Stromberg-Carlson Corporation;

"NOW, THEREFORE, be it ordained by the Council of the Town of Narrows, Virginia, as follows:

"Section 1. Clear-View Cable TV, Inc., is hereby granted permission and allowed to execute a pledge agreement with Stromberg-Carlson Corporation which agreements provides, among other things, for the transfer of the franchise granting C. Harry Anglin, T/A Clear-View Cable Television Company, the right to use the streets, etc., to install and operate a community Antenna television system in the town to Stromberg-Carlson Corporation in the event of default of a loan agreement between Clear-View Cable TV, Inc., and Stromberg-Carlson Corporation; and the transfer of the franchise as provided by the pledge agreement is hereby approved, provided that the terms and conditions set out in Section 3 of this ordinance are met.

"SECTION 2. Stromberg-Carlson Corporation is hereby granted permission to acquire control and manage Clear-View Cable TV, Inc., in the event of default of a loan agreement between Clear-View Cable TV, Inc., and Stromberg-Carlson Corporation as provided by the above described pledge agreement, provided that the terms and conditions set out in Section 3 of this ordinance are met.

"SECTION 3. Transfer of the above described cable television franchise or change of ownership and control of Clear-View Cable TV, Inc., shall be authorized by this ordinance only upon the failure of Clear-View Cable TV, Inc., to pay all of any installment of its indebtedness to Stromberg-Carlson Corporation when due, or upon default by Clear-View Cable TV, Inc., in the performance of any of its representations, warranties or obligations, or any part of them, under the loan agreement, mortgage or any other instrument delivered by Clear-View Cable TV, Inc., in connection with its indebtedness, or the default of Clear-View Cable TV, Inc., to provide funds to cover its net losses as provided in the pledge agreement or to perform any other obligations provided by the pledge agreement, and upon its failure to correct said default, within ten (10) days after written notice of default is given by Stromberg-Carlson Corporation or its assigns then, or at any time thereafter, at its sole and absolute election. It is provided further that the Council of the Town of Narrows must approve the transfer of the said franchise or change in ownership and control if Stromberg-Carlson claims default for any reason other than failure to pay the loan installments or other payments required.

"SECTION 4. This ordinance does not relieve C. Harry Anglin, T/A Clear-View Cable Television Company, Clear-View Cable TV, Inc., or Stromberg-Carlson Corporation of any of the terms and conditions of the above described franchise or in any way reduce the rights of the Town of Narrows in said franchise.

"SECTION 5. This ordinance shall be in effect upon its passage."

AN ORDINANCE TO APPROVE THE TRANSFER OF A FRANCHISE GRANTING C. HARRY ANGLIN, T/A CLEAR-VIEW CABLE TELEVISION COMPANY THE RIGHT TO USE THE STREETS, ETC., TO INSTALL AND OPERATE A COMMUNITY ANTENNA TELEVISION SYSTEM IN THE TOWN AND TO APPROVE A CHANGE OF OWNERSHIP AND CONTROL OF THE GRANTEE.

"WHEREAS, an ordinance adopted by the Council of the Town of Narrows, Virginia, April 9, 1968, and being a franchise granting C. Harry Anglin, T/A Clear-View Cable Television Company the right to use the streets, etc., to install and operate a community antenna television system in the town, required that said franchise shall not be transferred without prior approval of the Town Council by ordinance and further requires prior approval of the Town Council where ownership or control of the grantee, C. Harry Anglin, T/A Clear-View Cable Television Company, is changed; and,

"WHEREAS, C. Harry Anglin now wishes to transfer said franchise and change the ownership and control of Clear-View Cable Television Company to Clear-View Cable TV, Inc., in order to secure the benefits of incorporation under the laws of the Commonwealth of Virginia;

"NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Narrows, Virginia, as follows:

"NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Narrows, Virginia, as follows:

"SECTION 1. The Council of the Town of Narrows hereby transfers the franchise granting C. Harry Anglin, T/A Clear-View Cable Television Company the right to use the streets, etc., to install and operate a community antenna television system in the town to Clear-View Cable TV, Inc.; provided that all other parts of said franchise other than the change of the name of the grantee shall remain in full force and effect as set forth and hereinabove referred to.

"SECTION 2. The transfer of ownership and control of Clear-View Cable Television Company to Clear-View TV, Inc., is hereby approved.

"SECTION 3. This ordinance shall be in effect upon its passage."

Following discussion a motion was made by D. R. Rakes, seconded by J. B. Greene and carried, that the garbage container system for commercial pick-up be used and that the necessary equipment for the garbage truck be purchased. Clarence Clevenger abstained from voting.

A motion was made by L. B. Williams, seconded by Clarence Clevenger and carried, that the town be responsible for the meals of the judges in the town elections only.

A motion was made by D. R. Rakes, seconded by Clarence Clevenger and carried, that the following be accepted:

"BE IT ORDAINED by the Council of the Town of Narrows that it shall be unlawful for any person under the age of 18 years of age to be upon the public streets of the town, or in any public place within the town, between the hours of 12:00 o'clock midnight and 5:00 o'clock A. M. unless accompanied by the parent or guardian of such person, or unless such person have in his possession a written permission from a parent or guardian showing why such person is upon the street, alley or in such public place, and it shall be unlawful for any parent or guardian of such person to permit such person to violate the provisions of this ordinance.

Any such person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and subject to a fine of not less than \$10.00, nor more than \$100.00.

An emergency existing, this ordinance shall be in effect from its date of passage and all other ordinances inconsistent herewith are repealed."

There being no further business to come before the meeting, Council adjourned upon motion.

There being no further


Mayor


Clerk

The regular meeting of the Council of the Town of Narrows was held in the Town Hall on March 11, 1968, at 7:30 P.M.

PRESENT: T. H. Moses, Mayor, H. M. Barnes, Town Manager, James L. Warren, Town Attorney, and the following Councilmen: E. P. Dayton, D. R. Rakes, K. M. Hale, R. G. Akers and Clarence Clevenger.

The Mayor called the meeting to order and the minutes of the previous meeting were read and approved as corrected with respect to the motion for approval of purchase of fire truck.

Mr. S. E. Blankenship's request for property exchange was discussed and action was deferred until weather clears and warms up.

Upon motion by K. M. Hale, seconded and carried, the performance bond, required by franchise to the Virginia Gas Distribution Corporation was accepted.

The Manager stated that a revised TV Cable franchise should be ready in about ten days and that a special Council meeting may be in order to consider this matter.

The Mayor set March 25, 1968, at 8:00 o'clock P. M. in the Town Hall for the Mass Meeting for nominating candidate for the June 11, 1968, town elections. The term of mayor and three members of Council expire in 1968.

The Mayor reported that the "Tom Johnson" farm was to be sold at auction on April 13th. This property is within the limits of the town's subdivision control. It was the sense of Council to express general agreement to any partial sale in lot sizes so long as these meet the requirements of the subdivision ordinance.

General discussion was held on the dog problem in the town. The Manager was requested to contact county authorities on this problem.

There being no further business to come before the meeting the Council adjourned upon motion.

Harrell M. Barnes
Actg. Clerk

T. H. Moses
Mayor

MASS MEETING - NARROWS MUNICIPAL BUILDING - MARCH 25, 1968

A mass meeting was held Monday, March 25, 1968, at 8:00 P. M. in the Municipal Building.

Aug. 11, 1970

*Sum
File*
Relative to the type of programs which can be used on Clear-View Cable Television Company cable, a discussion was had and it was the decision of Council to take no action at this time. The Manager was instructed to contact the Pearisburg Manager and get his thoughts on the above and if it is thought feasible the Manager to write to the FCC for a ruling.

Oct. 13, 1970

The Manager read a letter from C. Harry Anglin of Clear-View Cable TV, Incorporated, requesting authority from the Council to distribute a FM radio signal on his CATV system in Narrows. Mr. Anglin's request was tabled until additional information can be obtained from the Federal Communications Commission.

FEB 12, 1971

Since Council has received numerous complaints concerning the TV Cable service within the town, the Manager was instructed to request Mr. Anglin to attend the next meeting of Council.

MAR 9, 1971

It was reported to Council that Mr. Anglin will attend a meeting of the Council in the near future to discuss the TV Cable service. The Manager stated that he was advised that as soon as the weather improves that the TV Cable people intend to take measures to clear up some of the difficulties in the TV Cable, as Mr. Anglin desires to provide proper service.

Apr. 7, 1971

The Mayor stated that following the last contact with Mr. Anglin, the TV Cable service has shown some improvement.

Apr. 13, 1972

✓ It was expected that Mr. Anglin of Clear-View Cable TV would attend the meeting, however, Mr. Anglin did not appear.

MAY 9, 1972.

The Manager was instructed to again contact Mr. Anglin of Clear-View Cable TV.

AUG. 8, 1972

Councilman Green stated that in his opinion the matter of the TV Cable reception in the town should be pursued further as he had contacted at least several dozen subscribers to the TV Cable, and was advised that the majority of these people are experiencing TV reception trouble.

JUN 12, 1973

Discussion was had concerning numerous complaints of poor television reception which is furnished by the Clearview TV Cable Company and the Manager was directed to write to the TV Cable Company advising them that the service must be brought up to date or the town will require them to forfeit their franchise.

JUL 10, 1973

Mr. Heatwole advised Council that he had been in touch with Mr. Anglin of the TV Cable Company about the complaints of poor television reception and Mr. Anglin had told him that he had tried placing his TV antenna at several different locations to determine the best location and had found that the best reception he received was on the present location. He further stated that the wire on the bridge across the river would be replaced as soon as he can get delivery on new wire and at that time it would be placed in a different location.

NOV. 13, 1973

The matter of poor TV reception was again discussed. The Manager stated that he had written to Mr. Anglin but has failed to receive a reply. Following discussion it was the opinion of Council that the best way to handle this situation would be to obtain all information possible and proceed with the cancellation of the franchise with Clearview Cable TV. The Manager suggested that the opinion of the State Corporation Commission should be obtained.

AUG. 13, 1974

Councilman Johnson stated that he had received numerous complaints on the TV service. The Manager suggested that complaints on the TV service be referred to the Town Office.

JAN. 14, 1975

Concerning television cable reception in the town, the Manager reported that he plans to request an outside consulting engineer to visit Narrows for one day to determine the general level of signal quality and to advise whether a complete evaluation would be considered justified.

Feb. 11, 1975

Mr. Heatwole reported to the Council that Mr. Frederick Griffin, a professional and consultant engineer on cable television systems from Lynchburg, Virginia, visited Narrows in order to evaluate the services being provided by Clear-View Cable TV, Incorporated. Mr. Griffin visited the receiving antenna site, a number of homes and a television dealer and that discussions were had with Mr. Harry Anglin, owner of the Clear-View Cable TV, Incorporated. Mr. Heatwole further stated that as soon as he receives a formal report from Mr. Griffin he will contact the town attorney in order to determine what action can be taken under the franchise which the Clear-View Cable TV has with the town to require Mr. Anglin to comply with the franchise.

MAR. 12, 1975

The Manager stated that the draft report of the consultant is critical of the service being given the town by the Clear-View Cable TV Company. This report, along with comments, has been returned to the consultant for his final report and when this is received the Town Attorney will be consulted to determine appropriate action to be taken by the town.

may 13, 1975

Mr. C. Harry Anglin of Clear-View Cable TV, Incorporated, appeared before Council to explain his plans for upgrading the Narrows Cable system. Mr. Anglin stated that he plans to install cable from Pearisburg to Narrows, connecting the two systems. This will give the CATV subscribers in Narrows the same reception as is supplied to Pearisburg. Also, one additional channel is to be added to the Narrows system, being Channel 13, ABC, from Lynchburg, Virginia, along with an FM band, and possibly a video tape system. Mr. Anglin informed Council that a full time maintenance service employee will be located in the Narrows-Pearisburg area to make installations and maintain service on the system. The entire work would be completed by October 1, 1975, however, Mr. Anglin informed Council that the connection between Narrows and Pearisburg should be completed in forty-five days.

Mr. Anglin requested a rate increase from \$5.00 to \$6.00 per month for the Narrows CATV customers. It was his opinion that the increase is necessary to finance the connection between Narrows and Pearisburg. It was Council's decision that a rate increase would be dependent on the degree of improvement of service resulting from interconnecting the Pearisburg and Narrows systems. Based on Mr. Anglin's statement that the interconnection should be completed within forty-five days, the decision on the rate increase could not be considered earlier than July 1, 1975.

JUL. 8, 1975

The Manager advised Council that no replies have been received from the last two letters written to the TV Cable Company by the Mayor, nor has the TV Company been in touch with the Manager concerning updating their equipment and that the cable connection with Pearisburg has not been made. The Mayor and Manager plan to attend a public hearing by the Pearisburg Town Council on July 29th at which time the Pearisburg Council will consider a requested increase in rates for cable TV service.

Dec 9, 1975

Mr. Harry Anglin, President of Clear-View Cable TV, Incorporated, appeared before Council and requested that Council approve a franchise amendment providing for an increase in cable TV rates from \$5.00 a month to \$6.00 a month, effective January 1, 1976. Mr. Anglin advised Council that he had completed connection of the Narrows system to the Pearisburg tower, and that reception in Narrows was improved. Following discussion, Mr. Anglin was advised that a public hearing on the rate increase is required by state law, and that this hearing would be scheduled for the next regular Council meeting, January 13, 1976, and that Council would take action on his request for a rate increase at that time.

JAN. 13, 1976

Several residents of the town appeared before Council objecting to the request of the TV Cable Company for an increase in rates from \$5.00 per month to \$6.00 per month. Mr. Joe Shrader stated that TV reception has not improved since the Narrows TV cable system was hooked into the Pearisburg system. Mr. Bill Storer complained that TV reception has been substandard ever since the cable was installed and that it has not improved since the connection with Pearisburg. Mr. Storer requested that before any increase in rates be approved that the FCC be requested to make an inspection.

Mr. Heatwole advised Mr. Storer that Mr. A.C. Ellington from the district office of the FCC in Norfolk has been here checking and stated that in his opinion we are receiving as good, or next to as good, reception as can be obtained for this area and with the equipment the TV people are using.

Mr. Jack Ostrander stated that he has not been able to see any improvement and states that he has picture interruptions and is not happy with the reception he is receiving.

Following discussion a motion was made by T. Barnes Ratliff, seconded by James E. Tabor and carried that the additions, simplifications and changes as set forth in the amended franchise agreement with the Clearview Cable TV Company be accepted. This amended franchise agreement is on file in the office of the Town Manager. The recorded vote on this motion was as follows: James E. Tabor - yes. T. Barnes Ratliff - yes. L. B. Williams - yes. Kendall Wheeler - yes.

Apr. 13, 1976

Council discussed at length the TV Cable service in the town and the many complaints received from citizens of the town. Council took note of a letter sent by the Mayor to Mr. Anglin on March 23, 1976, advising that Council at its regular meeting on March 13th would consider all appropriate action necessary, including but not limited to, any and all of its rights and remedies available under said franchise agreement and any and all of its rights available under law. The letter invited Mr. Anglin to be present at the meeting and it was noted that Mr. Anglin did not appear.

**

MAY 11, 1976

The TV Cable service was again discussed. It was the opinion of Attorney Cornwell that the first step was to check on the franchise to determine if we have solid ground to cancel the franchise for "not good service". It was the thought of the attorney that we possibly would have to schedule a public hearing. He further suggested that Mr. Heatwole explore the possibility of getting someone to take over the TV Cable system before revoking the franchise. It was further suggested that the attorney have a paper drawn up by the next council meeting to revoke the franchise.

JAN. 14, 1977

Mr. Ragsdale stated that his television reception has been bad and requested Mr. Heatwole to contact the Clear-View Cable TV company.

Feb. 8, 1977

The matter of poor TV cable service by Clear-View Cable TV Company was again brought to the attention of Council. Mr. C. J. Neely, member of the Giles County Board of Supervisors, and the Giles County Administrator, Mr. Jay Tilton, were present at the meeting and discussed with Council the possibility of the towns of Pearisburg and Narrows and the County of Giles uniting in an effort to secure a new company to service both towns and parts of the county. It was the opinion of Mr. Neely and Mr. Tilton that a series of meetings should be scheduled in order to discuss what action can be taken to improve TV cable service. Mr. Heatwole stated that all efforts to contact Mr. Anglin of the Clear-View Cable Company have been exhausted as he will not answer correspondence, nor will he accept any telephone calls made to him.

Mr. Cornwell, Town Attorney, stated that it is his opinion that Mr. Anglin is in violation of provisions of the franchise with the town and has not provided service to the TV cable subscribers as called for in the franchise, nor has he provided an advertised telephone number for night and weekend service as provided for in the franchise.

Council was in agreement with Mr. Neely and Mr. Tilton that Narrows, Pearisburg and Giles County should join in an effort to bring action to provide proper TV cable service for the area.

JUL 12, 1977

Mr. Herman Sadler complained of TV Cable service, stating that he was infuriated with the cable reception. He stated that he has made complaints, however, there has been no improvement and he can only get channels 13 and 7 and they are not clear. Councilman Wheeler said that he has had numerous complaints about the cable service. Council again discussed this and the town attorney told council that he would see if there is a formal complaint form which the town can file with the Federal Communication Commission.

OCT. 12, 1977

Councilman Johnson stated that TV reception in North Narrows is worse than it ever has been and stated that people are objecting to the 50¢ penalty the TV Cable Company is now imposing for past due bills. Mr. Johnson made a motion that Council go on record as opposing this 50¢ past due penalty on bills not paid by the 10th of the month, due to Clear View Cable TV's persistent violation of the franchise. This motion died for lack of a second.

NOV. 10, 1977

Concerning TV Cable reception, the Manager reported as follows: "The Acting County Administrator, the Pearisburg and Narrows Town Managers, and the County Attorney met with Mr. Warren Braun, a professional engineer and cable TV consultant, on November 7 to determine a common course of action to obtain improved service from Clear-View Cable TV, Inc. It was agreed to take the following action subject to approval of the governing bodies:

- a. Determine from the Federal Communications Commission whether Clear-View has obtained certification as required by FCC rules and regulations.
- b. Schedule a joint (County-Town) public hearing
at the courthouse during the latter part of January to receive comments on the service received from Clear-View.
- c. Prepare one franchise for the County, Narrows and Pearisburg with specific procedures for handling Complaints with dollar penalties for unresolved complaints."

"It will be necessary as a first step for the three governing bodies to pass resolutions scheduling the public hearing. It is recommended that Council pass such resolution."

Following discussion of the above, a motion was made by James E. Tabor, seconded by H. B. Johnson, Jr. and carried, that the following resolution be adopted:

RESOLUTION TO HOLD A PUBLIC HEARING ON THE QUALITY OF
CABLE TV SERVICE

ALFRED B. K. S. WHEREAS, complaints have been received by the Mayor, of Council and the Town Manager on the quality of service received by subscribers from Clear-View Cable TV, Inc., and

WHEREAS, Clear-View Cable TV Inc. operates in the Town of Narrows in accordance with an ordinance granting a franchise for such operation, which franchise establishes certain conditions to be met by the franchise, and

WHEREAS, it is desired to determine if all conditions of the franchise are being met, and what, if any, changes to the franchise may be indicated, and

WHEREAS, it appears to be desirable to act jointly with the Town of Pearisburg and with Giles County since these jurisdictions are served by the same cable TV system and the same operator as the Town of Narrows.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Narrows join with the Town of Pearisburg and Giles County in scheduling a public hearing to receive comments on the quality of service received by subscribers of Clear-View Cable TV, Inc.; such public hearing to be properly advertised, and to be on such a date as may be jointly fixed by the Giles County Administrator and the Town Managers of Narrows and Pearisburg.

The recorded vote on the above resolution was as follows: T. Barnes Ratliff- yes; H. B. Johnson, Jr. - yes; G. B. Campbell - yes; Kendall Wheeler - yes; James E. Tabor - yes.

FEB. 14, 1978

Council discussed the Cable TV at length. Mr. Heatwole stated that we now have reached the point where we have to determine whether there are violations of the franchise. One such violation mentioned was the fact that there is no published number to call to report reception trouble. Mr. Heatwole further stated that professional advice would be required in order to have the Clearview Cable franchise agreement declared violated and the services of Mr. Walter Braun of Harrisonburg, Virginia, could be obtained for \$2,500.00 and he would provide evidence showing that the TV company is not complying with the standards set by the Federal Communications Commission. Mr. Heatwole noted that the County Board of Supervisors have agreed to share this cost on a pro rata basis (based upon number of subscribers), and that the Pearisburg Town Council is to consider sharing the cost at their meeting this date. Mr. Heatwole further noted that in order to take action against the TV Cable company the Circuit Court of Giles County would have to find the franchise agreement has been violated and then a board of assessment would have to be appointed to determine the value of the cable system, following which the town can take over the system and hire someone to run it, or can sell it.

MAR. 12, 1978

The Mayor heard reports from Councilmen concerning complaints by citizens about poor TV reception and repairs needed on Cave and Warner Streets.

AUG 13, 1979

Mr. Harry Anglin stated to Council that he can turnish narrows with five more TV channels which would bring in movies and around the clock TV. This Anglin offered to Narrows for a rate increase of \$2.00 per month. No action was taken on this.

Sept. 10, 1979

Mr. Rodney Hester spoke to Council stating that he plans to move to Narrows in order to manage Clear-View TV Cable, Incorporated. Council and citizens present at the meeting complained of the past unfilled promises made by Mr. Anglin and the fact that service has been non-existent. Mr. Hester told Council that with Mr. Anglin furnishing equipment he will guarantee excellent pictures, however, it will take him several months to bring this

about. Mr. Hester offered to provide five additional channels for an increase in rates of \$2.00 per month. Council and Citizens present strongly opposed Mr. Hester's offer stating that before they could consider his offer Mr. Anglin would have to make the improvements he promised when Council made a \$1.00 per month increase in January of 1976, at which time he promised improved reception and to have a service man available.

Following the above, a motion was made by Councilman Plummer, seconded by Councilman Gautier and unanimously carried that we table the increase in TV rates until we get assurance in writing as to improved service.

OCE 8, 1979

Mr. Harry Anglin spoke to Council concerning TV service and reception stating that he is working here with Mr. Hester in order to improve picture quality. Mr. Anglin stated that there should be an improvement in TV reception within two weeks time. Mr. Anglin stated further that \$2.00 increase was not a rate increase but was a charge for the five additional channels he is offering. The Home Box Office he is offering, at a rate of \$8. extra per month, would be furnished at the request of the customer and would be separate from regular TV reception. The Mayor advised Mr. Anglin that no decision would be made by Council or citizens until after Mr. Hester comes in and improved service is obtained, following which a public hearing

will be held to determine the desires of the citizens as to the additional channels he is offering to provide for an additional \$2.00 per month.

Aug. 11, 1980

Following numerous complaints concerning television reception and service, the Manager was requested to contact other television cable companies to see if there is any company who would be interested in servicing Narrows. Council discussed the present television cable service at length following which a motion was made by Mary L. Thornton, seconded by Lewis R.

Plummer and resolution passed that the Town Manager, acting for Council under Section 26 of the ordinance, give Mr. Anglin notice that on the 15th day of September, 1980, at 7:00 o'clock P. M. a hearing will be had to make findings of fact as to whether or not he has violated any provision of the franchise or has attempted to evade provisions of the franchise or has practiced any fraud or deceit on the town so as to cause the town to terminate and cancel the franchise agreement. Vote on this motion: Mary L. Thornton, yes; Lewis R. Plummer, yes; H. B. Johnson, Jr., yes; Jerry A. Huffman, yes.

VIRGINIA, IN THE CIRCUIT COURT OF GILES COUNTY

TOWN OF NARROWS, A Municipal Corportion,
Petitioner

VS.

PETITION FOR WRIT OF MANDAMUS

CLEARVIEW CABLE T.V., INC.,
c/o Harry Anglin
Register Agent

Defendant

Comes now, Donald E. Richardson, Mayor of the Town of
Narrows and respectfully represents as follows:

- 1) That your petitioner is the Town of Narrows, a
Municipal Corporation, in Giles County, Virginia.
- 2) That the defendant is a Virginia Corporation which
is in the business of providing cable T.V. services.
- 3) That up to and until 10:00 p.m., September 15, 1980,
the defendant had been granted a franchise and the right to use the
streets, avenues, parks, bridges and other public places in the
Town of Narrows pursuant to Section 15.1-307 et seq. of the Code of
Virginia and that said defendant did in fact exercise said fran-
chise. A copy of said franchise ordinance is enclosed herewith as
petitioner's Exhibit "A" and asked to be considered a part of these
pleadings.
- 4) That on September 15, 1980, at 7:00 p.m., in a
specially called meeting of Council, after notice provided to the
defendant pursuant to said franchise agreement and after public
hearing had, the Council of the Town of Narrows, Giles County,
Virginia, did then and there terminate and cancel the aforesaid
ordinance and franchise agreement, with said cancellation to be

effective immediately, a certified copy of which ordinance is enclosed and asked to be considered as petitioner's Exhibit "B" herein.


5) That since said cancellation the defendant herein has continued to operate, occupy and use the streets, bridges, avenues, parks and other public places in the Town of Narrows without the consent of the Town Council or a franchise therefore.

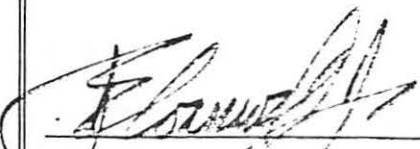
6) That this petition for mandamus is brought pursuant to §15.1-315 of the Code of Virginia.

Wherefore, your petitioner prays that a Writ of Mandamus may be issued by this Court directed to the defendant herein, Clearview Cable T.V., Inc. and its agents and employees commanding and compelling them to comply with the aforesaid franchise agreement and to immediately cease and desist the use of the streets, avenues, parks, bridges and other public places of the Town of Narrows, Giles County, Virginia; and, that all other such further and general relief be granted to your petitioner as a matter of the case may require, including the costs of these proceedings and reasonable attorney's fees.

Respectfully submitted,
TOWN OF NARROWS

By


Donald E. Richardson, Mayor


WARREN, CORNWELL & GIBB, P.C.
Attorneys at Law
225 Main Street
Narrows, Virginia 24124

VERIFICATION AFFIDAVIT

STATE OF VIRGINIA,
COUNTY OF GILES, TO-WIT:

I, Patricia M. Eij, a Notary Public for the
County aforesaid, do certify that Donald E. Richardson, Mayor of
the Town of Narrows, this day personally appeared before me and
made oath in my County aforesaid, that all of the statements and
allegations in the foregoing pleading are true and correct to the
best of his knowledge, except those stated to be on information,
and those stated to be on information are true and correct to the
extent of all information possessed by the said Donald E.
Richardson, Mayor of the Town of Narrows.

Given under my hand, this 18 day of September, 1980.

My commission expires on the 22 day of September

1980.

Patricia M. Eij
Notary Public

VIRGINIA, IN THE CIRCUIT COURT OF GILES COUNTY

CLEARVIEW CABLE T.V., INC.

VS.

ANSWER

TOWN OF NARROWS, ET AL

TO: THE HONORABLE ROBERT L. POWELL, JUDGE OF SAID COURT

Comes now the defendants herein, Town of Narrows, Virginia, Donald E. Richardson, Mayor, Mary Thornton, Council Member, Jerry Huffman, Council Member, H. B. Johnson, Jr., Council Member, and James M. Gautier, Council Member, and files this their answer to the Bill for Injunctive Relief filed herein and respectfully states to the Court as follows:

1) That the allegations contained in Paragraph 1 of the bill are admitted in that Clearview Cable T.V., Inc. is a Virginia Corporation and was the holder of a franchise to install and operate a community antenna T.V. system in the Town of Narrows but it is denied that said corporation has the right or franchise to install and/or operate such antenna T. V. system in the County of Giles, Virginia.

2) That the allegations contained in Paragraph 2 of the bill are denied insofar as such actions of council purported to revoke said C. A. T. V. franchise but rather is specifically pleaded herein that on the 15th day of September, 1980 by action of the Mayor and Town Council of the Town of Narrows, Virginia at a special called meeting of the Town Council which meeting was a public meeting and after due and mature consideration of the matters therein Council voted unanimously and did in fact, then and

there, terminate and cancel the C.A.T.V. franchise between the Town of Narrows. Giles County, Virginia and the complainant herein, with said cancellation to be immediately.

3) The allegations of the bill as set forth in Paragraphs 3, 4, 5, 6, 7, 8, 9, 10 and 11 are denied and the defendants herein specifically state that the decision of council made on September 15, 1980 was the decision made pursuant to the aforesaid franchise agreement which has previously been filed in a mandamus proceeding styled Town of Narrows vs. Clearview Cable T. V., Inc. and that said franchise agreement covers those matters complained of herein.

Wherefore, the defendants having answered the bill for injunctive relief filed herein request that the same be dismissed and that the defendants may recover their costs and attorney's fees herein.

Respectfully submitted,

TOWN OF NARROWS, VIRGINIA
MARY THORNTON
JERRY HUFFMAN
H. B. JOHNSON, JR.
JAMES M. GAUTIER

By Counsel

CERTIFICATE

I hereby certify that a copy of the foregoing was mailed to Thomas J. McCarthy, Jr., Esquire, Midtown Professional Building, Pulaski, Virginia, Counsel for the Complainant, this the ____ day of September, 1980.

VIRGINIA: IN THE CIRCUIT COURT OF GILES COUNTY

CLEAR-VIEW CABLE T.V., INC.)	
)	
Complainant)	
)	
v.)	BILL FOR
)	
TOWN OF NARROWS, VIRGINIA)	INJUNCTIVE RELIEF
Narrows, Virginia)	
)	
and)	
)	
DONALD E. RICHARDSON, MAYOR)	
)	
and)	
)	
MARY THORNTON, COUNCIL MEMBER)	
)	
and)	
)	
JERRY A. HUFFMAN, COUNCIL)	
MEMBER)	
)	
and)	
)	
H. B. JOHNSON, JR., COUNCIL)	
MEMBER)	
)	
and)	
)	
JAMES M. GAUTIER, COUNCIL)	
MEMBER)	

TO THE HONORABLE ROBERT L. POWELL, JUDGE OF SAID COURT:

Comes now the complainant which would show unto the Court the following as the basis for the relief herein sought:

(1) That Clear-View Cable T.V., Inc., is a Virginia corporation and the holder of the franchise to install and operate a community antenna t.v. (C.A.T.V.) system in the Town of Narrows and the County of Giles, Virginia, all

within the jurisdiction of this Court.

(2) That on the 15th day of September, 1980, by action of the mayor and town council of the Town of Narrows, Virginia, at a special meeting of the Town Council, the said council and mayor purported to revoke said C.A.T.V. franchise and order the immediate turn off and dismantling of the system.

(3) That the aforesaid purported revocation action was arbitrary and based on personalities and not factual situations.

(4) That proper notice as to specific grounds for revocation was not given to your complainant.

(5) That no opportunity to correct any alleged problems with the said C.A.T.V. system was afforded your complainant.

(6) That the said C.A.T.V. system is interconnected with other C.A.T.V. systems in the area, and disconnecting, turning off and dismantling said C.A.T.V. system would be extremely difficult and costly.

(7) That the operation of said C.A.T.V. system is regulated both by the Federal Government and through local franchises, and that your complainant has not been given the opportunity to evaluate Federal ramifications of this action.

(8) That this arbitrary action will deprive over Nine Hundred (900) subscribers, both within and outside of the Town of Narrows, of C.A.T.V., many of whom have no other source of television signal.

(9) That your complainant has been denied due process of law.

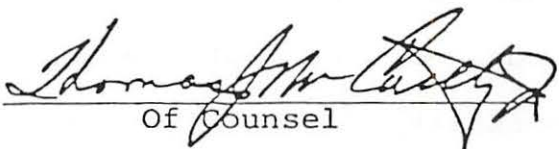
(10) That your complainant will incur irreparable economic damage if the above action is permitted to remain in force.

(11) That no harm or determent will come to any citizen or to the Town of Narrows if this relief herein prayed for is granted.

WHEREFORE, your complainant being without remedy except in a court of equity moves this Honorable Court for a temporary injunction against the Town of Narrows, Virginia, its mayor, and town council, individually and collectively, to stay the order of revocation dated September 15, 1980. That a permanent injunction be granted after a proper hearing, and that it may have such other and further relief as to this Court shall seem proper and to equity shall seem meet. And your complainant will ever pray for the well being of this Court and the continued well being of the Commonwealth.

Respectfully submitted,

CLEAR-VIEW CABLE T.V., INC.

By 
Of Counsel

Thomas J. McCarthy, Jr.
Counsel for Complainant

GILMER, SADLER, INGRAM,
SUTHERLAND & HUTTON
65 East Main Street
P. O. Box 878
Pulaski, Virginia 24301

VIRGINIA: IN THE CIRCUIT COURT OF GILES COUNTY

TOWN OF NARROWS, A Municipal Corporation,)

Petitioner)

vs.)

ANSWER

Clear-View Cable T.V., Inc.,)

Defendant)

Comes now the Defendant, Clear-View Cable T.V., Inc., by counsel, and for answer to the Petition for the Writ of Mandamus filed herein respectfully says to the Court as follows:

1. That the allegations in paragraphs' 1 and 2 are true to the best of Defendant's knowledge and belief.

2. That the allegations in paragraph 3 of the petition are admitted with the exception that Defendant denies any limitation on the franchise duration pertaining to 10:00 P.M., September 15, 1980.

3. Defendant admits that petitioner attempted the action set forth in paragraph 4, but denies that such actions were legal, proper or equitable.

4. Defendant admits that he has continued to operate said franchise and continued to operate, occupy and use the streets, bridges, avenues, parks and other public places in the Town of Narrows for the operation of the franchise, but denies doing so without the consent of the Town Council or franchise therefor.

5. Defendant admits that the Court may consider the Petition for Mandamus as alleged in paragraph 6 and respectfully reserves

its rights under Section 15.1-315 of the Code of Virginia.

WHEREFORE, defendant having answered the Petition for Writ of Mandamus filed herein requests that the same be dismissed and that the Defendant have his costs and attorney's fees incurred in this matter.

Respectfully submitted,

CLEAR-VIEW CABLE T.V., INC.

By: Thomas J. McCarthy, Jr.
Of Counsel

Gilmer, Sadler, Ingram,
Sutherland & Hutton
Midtown Professional Building
65 East Main Street
Pulaski, Virginia 24301
Thomas J. McCarthy, Jr., Esquire
Counsel for Defendant

C E R T I F I C A T E

I hereby certify that I have this 1 day of October, mailed a true copy of the foregoing Answer to James E. Cornwell, Esquire, Warren, Cornwell and Gibb, P.C., Attorneys at Law, 225 Main Street, Narrows, Virginia 24124, counsel of record for the petitioner.

Thomas J. McCarthy, Jr.
Thomas J. McCarthy, Jr.

Town Exhibit #4

Exhibit #4

11/23/81

August 12, 1980

TO: CLEAR VIEW CABLE T.V. INC.
c/o Harry Anglin
1122 Corn Tassel Trail
Martinsville, Virginia

NOTICE

Pursuant to Section 26 of an ordinance of the Town of Narrows effective January 1, 1976, "An Ordinance Amending and Re-enacting a Franchise Granting Clear View T. V. the Right to Use the Streets, etc. To Install and Operate a Community Antenna T.V. System in the Town", you are hereby notified that the Town Council of the Town of Narrows, Virginia, will, in a Special Meeting, on September 15, 1980, at 7:00 p.m. at the Town Hall, 131 Center Street in the Town of Narrows, Virginia consider the passage of an ordinance terminating and cancelling your franchise and the foregoing ordinance, on the grounds that you have 1) violated provisions of said Franchise through fault and willfully; and, 2) attempted to evade provisions of the Franchise or have practiced fraud or deceit upon the Town.

You are further notified that you are entitled to appear at the aforestated time and place and will be given an opportunity there and then to be heard before the Town Council.

This notice is hereby given pursuant to resolution of the Town Council of the Town of Narrows passed August 11, 1980.

TOWN OF NARROWS

By 
Mayor

Executed on the 14th day of August, 1980, in the City of
Martinsville, Virginia, by delivering a true copy of the above mentioned
papers attached to each other, to Mr. Harry Anglin,
Registered Agent for Child View in person.
James L. Carter (B.W.)
SHERIFF, CITY OF MARTINSVILLE, VA.
BY _____ DEPUTY SHERIFF

COPY TESTE:

SEPTEMBER 23, 1980

Ted J. Johnson, Jr., Clerk

Scarlet J. Buckland
Scarlet J. Buckland, Deputy Clerk

NOTICE

THE NARROWS TOWN COUNCIL WILL MEET IN SPECIAL SESSION AT THE MUNICIPAL BUILDING AT 8:00 P.M., SEPTEMBER 18, 1980, TO CONSIDER PASSAGE OF AN ORDINANCE TERMINATING AND CANCELLING THE FRANCHISE GRANTED TO GREAT VIEW CABLE TV, INC.

THE PUBLIC MAY ATTEND AND MAKE THEIR VIEWS KNOWN.

EXHIBIT

by

Robert R. Kane

7- 2/27/81
RLO.

502

HEARING HELD BEFORE
THE TOWN COUNCIL OF
NARROWS, VIRGINIA

SEPTEMBER 15, 1980
7:00 P.M.

NOTARIES PUBLIC

MEMBERS
NATIONAL SHORTHAND
REPORTERS ASSOCIATION
VIRGINIA SHORTHAND
REPORTERS ASSOCIATION

CENTRAL VIRGINIA REPORTERS
P. O. BOX 2603
ROANOKE, VIRGINIA 24010

TELEPHONE
387-3831
AREA CODE 703

APPEARANCES:

COUNCIL MEMBERS

Mayor Donald Richardson
Mrs. M. L. Thornton
Mr. J. M. Gautier
Mr. H. B. Johnson, Jr.
Mr. L. R. Plummer
Mr. J. A. Huffman

TOWN MANAGER

Mr. J. W. Heatwole

COUNCIL SECRETARY

Mrs. C. T. Lloyd

TOWN ATTORNEY

Mr. James E. Cornwell, Jr.
Warren, Cornwell & Gibb

CLEAR-VIEW CABLE T.V.

Mr. Harry Anglin, President
Martinsville, Virginia

2 The meeting of the Town Council of
3 Narrows, Virginia was called to order at 7:00
4 o'clock p.m. on September 15th, 1980 in the Municipal
5 Building, Narrows, Virginia when the following
6 Proceedings were had:

7
8
9
10 THE HONORABLE DONALD RICHARDSON: The
11 Council Meeting of Narrows Town Council will come
12 to order. All rise and join in the invocation.

13 (Invocation offered by Mr. J. W.
14 Heatwole.)

15
16 THE MAYOR: I would like to thank each
17 one of you for coming tonight to this special meeting.
18 For the information of anyone here that does not know,
19 Mr. Anglin from Clear-View Cable T.V. is here tonight
20 representing his company.

21 The purpose of the meeting tonight is to
22 give Mr. Anglin a chance to explain to us why we
23 should not terminate his contract.

24 We are going to keep the Proceeding in
25 an orderly fashion. At this time I will turn it over

1
2 to Mr. Cornwell who will establish the ground rules.

3 MR. CORNWELL: As the Mayor said, the
4 purpose of the meeting is to discuss the contract
5 that Clear-View Cable T.V. has with the Town of
6 Narrows.

7 It is a Public Meeting and we encourage
8 and request your participation. Mr. Anglin is here
9 on behalf of Clear-View Cable T.V. and, of course,
10 I am the Town Attorney and the Mayor has asked me to
11 conduct the meeting.

12 I think the simplest way of proceeding,
13 if in agreement with Council, is that we should
14 start off with public comments, complaints, or what-
15 ever and Mr. Anglin can have an opportunity to
16 question those that come forth and the Council can
17 have an opportunity to question those that come forth.

18 If Mr. Anglin wants to make a statement
19 at the conclusion of all of the appearances by the
20 public, he will have every opportunity to make every
21 statement he would want to make.

22 I would ask that if you would like to
23 make a statement to Council, that you come forth,
24 state your name, your address and then proceed to say
25 whatever you have to say.

1
2 So, having said that, I guess we need
3 somebody to start it off first. Who would like to
4 be the ice breaker or would any member of the Town
5 Council like to say anything?

6 (No response.)

7 MR. CORNWELL: Mr. Anglin, do you have any
8 statement you would like to make to start off with?

9 MR. ANGLIN: I believe this would be
10 putting the cart in front of the horse. The way
11 that I read this Notice was that I was asked to
12 appear here tonight to hear reasons as to why the
13 Council should cancel my franchise and it is my
14 belief that we should proceed in that order.

15 MR. CORNWELL: Of course, I also
16 believe that says you should have the right to make
17 known whatever your position is.

18 In other words, this is your Hearing as
19 well as ours.

20 MR. ANGLIN: Thank you, sir and I can
21 assure you that I will.

22 COUNCILWOMAN THORNTON: Since I have been
23 on the Council the past three months, I have had
24 numerous calls at early morning hours and late in
25 the evening wanting to know where they could get in

1
2 touch with someone because their cables were out.

3 I have had calls that the T.V. goes out
4 for a few hours during the day, that the people on
5 the North side of Narrows do not have a good picture.
6 Their T.V. on the North side seems to stay out on that
7 side more so than in this area.

8 Up until today I have had very few contacts
9 with people who have been in favor of their reception
10 the way it is and today I have had two people who
11 have been very pleased with their cable reception
12 but we have had many complaints in the past few
13 months, and I am not the only one, about reception,
14 inability to get in touch with someone when the cable
15 is out.

16 I think, according to the franchise,
17 there is supposed to be someone that we can get in
18 contact with when our cable goes out and we do have
19 problems.

20 I personally do not want my number to
21 be that number.

22 MR. ANGLIN: May I answer that?

23 MR. CORNWELL: If you wish.

24 MR. ANGLIN: As far as the stipulation
25 and requirements in the franchise, I am meeting

1
2 that 100 percent.

3 I do have a recording machine at the
4 office that does record those numbers. I cannot,
5 and I will not, say at this time this is 100 percent
6 satisfactory with the new channels that we are adding
7 and hopefully next week we will have the full-length
8 movies on.

9 This particular procedure, although it
10 is meeting the requirements of the franchise, will
11 be set aside and we will have direct personal contact
12 that can be made due to the fact of the very, very
13 importance of the other movies that we will be
14 putting on.

15 COUNCILWOMAN THORNTON: I don't believe
16 there is anyone opposed to the extra channels that
17 we are receiving but if our televisions go out on Friday
18 evening at 6:00 o'clock an answering machine doesn't
19 do us any good at all because nobody is there to
20 answer that answering machine until Monday morning.

21 So, there is two days that we are
22 without service. You are right; the answering
23 service is not satisfactory and I agree that adding
24 on the new channels is an asset but adding the new
25 channels with poor reception, you're just getting

more channels with poor reception.

MR. ANGLIN: Is that the case with adding the new channels? I just checked them and I found that not to be true.

PARTICIPANT: It wasn't no good yesterday.

PARTICIPANT: You checked the wrong place.

THE MAYOR: Please, if you want to be heard, stand up.

COUNCILWOMAN THORNTON: I have got you started, now you all can have your meeting.

MR. CORNWELL: Come up to the rostrum; you are going to have to state your name and address, that is the reason we have the Court Reporter.

MR. RILEY: My name is John Riley and I live at 619 Wolf Street. The reception yesterday evening wasn't any good on your extra channels.

On one channel it was okay and the reception on the rest was the same as in the past, very poor.

I like the extra channels and as Mary said, they are an asset to us but to me, we deserve

2 to have the reception as good as Rich Creek and the
3 surrounding areas have and they have someone to get
4 hold of.

5 MR. ANGLIN: You are on Wolf Street;
6 your signal gets to Wolf Street before it gets to
7 the Cable T.V. Office.

8 MR. RILEY: I have no idea.

9 MR. ANGLIN: I know this. You must know
10 that when you get into a car and start it, it doesn't
11 drive itself.

12 You have to exert some energy and it is
13 the same thing in the television set; you have to
14 exert some energy and some knowledge in adjusting
15 the fine tuning.

16 From Wolf Street down to the office, I
17 have watched it at the office for the last 45 minutes,
18 and it is good.

19 You do have to adjust your fine tuning.
20 I don't care what these television shops tell you
21 when they sell you your television set; if the fine
22 tuning was not intended to be used, the manufacturer
23 would not put it on the front of the television set.

24 If you cannot adjust your fine tuning,
25 frankly, that is not our responsibility.

1
2 MR. RILEY: I think you have treated me
3 very rudely. I had an older set and I thought I was
4 having problems so my set is in the shop now and I
5 have a brand new set up there now.

6 The guy from Peterstown was up there
7 and said it was in perfect shape, that there was
8 no tuning problem.

9 We have had tuning problems before but
10 you would have to say that all the sets in Narrows
11 were messed up.

12 That's all I got to say.

13 MR. CORNWELL: Thank you, sir.

14 MR. WOODYARD: W. M. Woodyard from 105
15 Fairview Street. I have got a good question I would
16 like to put before the Council and the Town Manager
17 right now before we run this man out of town.

18 Do you have any cable outfit to take
19 over in case you cancel his?

20 I think that ought to be known before we
21 get too far along.

22 MR. CORNWELL: I believe, and the Mayor
23 can correct me and the Council can correct me,
24 according to the Town Council at the last meeting,
25 several franchise companies have contacted the town

1
2 but there are no definite plans for another franchise
3 to come in.

4 MR. ANGLIN: Mayor, may I make a
5 statement?

6 THE MAYOR: Yes; if you wish.

7 MR. ANGLIN: Sir, I did not in any
8 fraction of intent mean to insult you in any manner
9 but I would say that at least 75 percent of our calls
10 are to adjust the television set.

11 Never have we ever charged even one
12 fraction of a dollar and I can assure you that if
13 a television shop came out and you couldn't get a
14 particular channel and if he had to tune it in for
15 you, he would charge you from \$7.50 to \$15.00.

16 We have never charged a dollar. We
17 know this is a problem. We do know the television
18 shops tell the customer when they sell them the set,
19 "Push this fine tuning in and don't fool with it."

20 I have been in the electronics business
21 since 1948 and I have been in the service business
22 for 14 and a-half years.

23 There is no fine tuning that has ever
24 been made that is perfect. I would rather see my
25 customers push the button and get rid of the fine

2 tuning and learn to adjust the television set himself
3 so he can adjust his contrast and brightness and
4 color properly.

5 Sir, I did not mean to insult you in
6 any manner.

7 THE MAYOR: I believe this gentleman
8 over here was next.

9 MR. WOODYARD: Clifford Woodyard and I
10 live on Wolf Street. I have called down here
11 different times during the last month and the cable
12 is off nearly as much as it has been on and this
13 past Saturday I was watching a football game, college
14 game, and the television went off about quarter
15 after 4:00 and it was ten minutes to 6:00 before it
16 came back on.

17 Him talking about adjusting a set, you
18 can't adjust a set if there is nothing on the cable
19 because there was nothing on any of them.

20 MR. ANGLIN: Mayor, may I answer that?

21 THE MAYOR: Yes.

22 MR. ANGLIN: I can understand your
23 situation. You turned your lights on in your house
24 and your lights were on and everything else should
25 have been on.

1
2 MR. WOODYARD: Not at 15 after 4:00.

3 MR. ANGLIN: If you will, please. If
4 you will check with Appalachian Power Company in
5 Pearisburg, you will find that the power was off
6 over there.

7 Now, we don't have any control over this.
8 The power was off in the area over there that feeds
9 the amplifiers, that feeds the entire area.

10 I don't have any control how Appalachian
11 feeds power into an area; I have checked this after-
12 noon and that was the problem.

13 You say, "How can the power being off in
14 Pearisburg affect the power in my house when it is
15 on here and the television should be working?"

16 It does; the amplifiers are over there,
17 the power supplies are over there and this happens
18 in all areas.

19 I am sorry for your inconvenience but
20 that was not even a fraction of a percent our fault.

21 The power was off in Pearisburg cutting
22 down - -

23 MR. WOODYARD: It wasn't off in Narrows.

24 MR. ANGLIN: Just check with Appalachian
25 Power Company but it was off in Pearisburg and I have

no control over that.

THE MAYOR: Mr. Anglin is correct on that; we did check on that and the power was off Saturday afternoon.

I believe you were next.

MR. EASLEY: I am Tom Easley and I live at 305 College Street. I am a newcomer to Narrows and I am used to excellent reception in the town I came from where we had everything right handy.

MR. CORNWELL: Where did you come from?

MR. EASLEY: Hopkinsville, Kentucky. I am used to a lot of other things there that I don't find in this area; it is a rural area and there are a lot of inconveniences but I do like Narrows.

My T.V. set has not been the greatest but it is better than nothing and my question to the Council is that from the few Council members that I have talked to and what I have read in the paper, it is my understanding that there is nothing lined up in the way of an alternative and if this be the case, then I think we are jumping the gun to throw this man out of town if we don't have some better alternative.

MR. CORNWELL: Of course, we are here to

1
2 talk about Mr. Anglin's franchise; we are not here
3 to talk about anybody else's franchise or about other
4 companies and other places.

5 We are here to talk about Mr. Anglin.
6 Mr. Anglin has a nonexclusive franchise.

7 MR. EASLEY: Correct me if I am wrong,
8 but it is my understanding that the reason this
9 meeting was called was to decide whether or not to
10 get rid of his franchise.

11 MR. CORNWELL: Because of whether or
12 not he is in violation of his franchise agreement,
13 not because whether or not somebody else wants to
14 come in here because to my knowledge nobody else does.

15 MR. EASLEY: The point is the Council
16 is trying to put the man out of town, which I don't
17 know whether that is good or bad. I am not here to
18 decide that but the point I am making is that if
19 they don't have an alternative, what is better than
20 nothing?

21 Of course, it is from reading the paper
22 and correct me again if I am wrong.

23 MR. CORNWELL: The fact that we do or
24 do not have an alternative doesn't make any difference
25 whether or not - -

1
2 MR. EASLEY: Well, it makes a difference
3 to the people of Narrows. It may not to this Council
4 but it does to the people of Narrows.

5 MR. CORNWELL: I understand that sir,
6 but it wouldn't make any difference whether Mr. Anglin
7 was in violation or not in violation of his franchise
8 and that's all we are here to decide.

9 MR. EASLEY: Well, somebody is blowing
10 smoke at me then because that is not the way the
11 newspapers stated it and that's not the way I heard
12 it from the Councilmen.

13 It has been laid out to me in very clear
14 order that the reason for this meeting was to decide
15 whether to put him out of town or leave him in town
16 and now you're saying that is not it at all.

17 MR. CORNWELL: The meeting was called,
18 in my understanding, to decide whether or not
19 Mr. Anglin was or was not in violation of his
20 franchise.

21 MR. EASLEY: Well, then the newspaper
22 is misquoting everybody.

23 MR. CORNWELL: If the Council finds
24 Mr. Anglin is in violation of his franchise agreement,
25 they can cancel his franchise.

1
2 MR. EASLEY: Again, I ask you what
3 alternative do you offer to the people of Narrows
4 in place of this because if you have no alternative,
5 then it is very obvious to me he has the best system
6 here.

7 MR. CORNWELL: We appreciate your
8 opinion.

9 THE MAYOR: If you don't mind, I would
10 like Mr. Heatwole to comment on the last statement.

11 MR. EASLEY: I will appreciate it.

12 MR. HEATWOLE: Well, the Council previously
13 directed me to check with other cable companies
14 in the area to see if any would express an interest
15 in coming into Narrows.

16 Number One, the franchise with Clear-View
17 is a nonexclusive franchise which would permit any
18 other company, if they so desire, to come in on a
19 competitive basis.

20 However, I do not know of any company
21 that would want to come in on a competitive basis,
22 including the ones I have talked to, because the
23 town is simply too small and I think everyone can
24 see that.

25 Plus the fact that I don't think

Appalachian would look with favor on two different cable companies on their poles.

Now, I have contacted four different companies that operate in the area and two of those have indicated to me a clear interest in coming into Narrows in the event that the Clear-View franchise is canceled.

Now, I assume that only in that event. Now, they would then expect either to put in their own system or buy Mr. Anglin's system or this would depend on the circumstances, I presume.

So, I don't think anyone can answer the question of whether or not there would be another company that could immediately pick up.

I think it is a very clear possibility that there would be, in the event Mr. Anglin's franchise is canceled, a period of no cable television in Narrows.

MR. EASLEY: What length of time are you talking about?

MR. HEATWOLE: I do not see any way it can be avoided. I have no idea of the time; the time could be short.

If Mr. Anglin, for example, agreed to

1
2 sell his system, the time could be very short.

3 On the other hand, if Mr. Anglin does
4 not want to sell his system, there could be a
5 considerable period of time.

6 MR. EASLEY: And in your opinion, how
7 long would this period of time be?

8 MR. HEATWOLE: I cannot answer that. I
9 would say in order to duplicate his facilities, I
10 would say probably six months to completely duplicate
11 his facilities all over town but again, these are all
12 hypothetical questions and hypothetical answers.

13 MR. EASLEY: Again, we haven't really
14 arrived to an alternative solution.

15 MR. HEATWOLE: I think it is a clear
16 fact that if the people of Narrows are dissatisfied
17 enough with the service they have been getting,
18 they have to be prepared to go for a period of time
19 with no service.

20 I think that is a very clear thing, to
21 me it is. I don't know; I don't want to preempt
22 something here, Jim, but it seems to me it boils
23 down to that.

24 MR. CORNWELL: Of course, we are getting
25 off the track; it wouldn't make any difference insofar

1
2 as this Hearing is concerned if we had six other
3 cable T.V. operators operating in the Town of
4 Narrows.

5 MR. EASLEY: But you are avoiding the
6 main issue. The main issue is: Are we going to
7 be without and if so, how long are we going to
8 be without?

9 MR. CORNWELL: I can't answer that,
10 sir.

11 MR. EASLEY: Well, that's what I'm
12 saying, you're stepping around that part of it.

13 THE MAYOR: Tom, I think the issue
14 here tonight is whether or not we are going to
15 continue the service or terminate it.

16 MR. EASLEY: The people of Narrows
17 are concerned about the recreational issue.

18 COUNCILWOMAN THORNTON: Tom, we are
19 here to represent the people.

20 MR. EASLEY: I am trying to get an
21 answer.

22 COUNCILWOMAN THORNTON: If the majority
23 of the people here are satisfied with what they
24 have got, then it won't be changed.

25 THE MAYOR: Tom, let's get back to the

facts of this Hearing.

PARTICIPANT: I live over on the North side and when they first put this cable television in, I was getting six and ten on a regular antenna.

When they first put it in, I thought, like everybody else thought, that it was a great improvement because I got four and eight but the picture was just a little bit better and it has never been satisfactory since I had it.

I have complained and called up the office like it was mentioned earlier and either no one is in or there is nothing they can do about it.

There have been two times that I was told to get a television man and I have called a repairman and he has checked the set over and he tells me, "Your set is perfect; there is not a thing wrong with it. It is in your cable."

It has gone out or it is in such a bad shape that I still have my antenna in the attic and I have rabbit ears in the bedroom.

When the cable gets real bad, I hook up my antenna in the attic or the rabbit ears in the bedroom and I get almost perfect reception.

Then, the other day we got a couple of

1
2 new channels; I would like to have new channels
3 but I am not willing to pay for the difference when
4 the quality is not as good.

5 We are paying for something we are not
6 getting. It is the name of the game in this day and
7 age to pay for more and get less and less.

8 I have a neighbor that dropped off of
9 it for the same reason. I have complained and not
10 in a belligerent sort of way; several times I have
11 made a statement that I was not satisfied with it.

12 There is something wrong with the
13 reception over there now but I have never had
14 anyone contact me back.

15 If they are even checking, I don't know.

16 MR. ANGLIN: I will admit that we have
17 at times had personnel in the area that did not
18 take care of the system as we would like for them
19 to have.

20 This is not only just in cable television
21 but it is in the Town of Narrows or any business in
22 this whole area, that is the story.

23 We have two people in this area now,
24 one especially, that have worked for me before and
25 we feel they are very competent.

At least every other week we have an engineer out of either the Crozet system or the Eden, North Carolina system working, not only on the system to upgrade or correct any problem, but also to train those people we have in the area.

I had hoped by this time to have Mr. Rodney Hester moved in from up at Crozet. He is a very competent, very concerned person as to the quality of the reception that our customers get but certain things happened that prevented his coming.

His wife developed an internal problem that required several operations; it is a type of fungus that continues to reoccur.

They were willing to move into this area but I was reluctant to ask them to do so, especially with the facilities that they had there at Charlottesville to try to diagnose her problems.

They are still as eager today to come as they were nine or ten months ago. We do have personnel that are coming into the area; my chief technician from Eden has spent numerous weeks here and he has volunteered to continue to do so.

He is the chief architect of getting

1
2 the new channels on, the 24-hour-a-day station out
3 of Atlanta and the 24-hour-a-day station out of
4 Chicago.

5 I think the last time I talked before
6 the Council I spoke of bringing in a channel that
7 I have changed recently; instead of bringing
8 satellite programs off the West Coast, I have
9 changed that to a channel out of New York that
10 this past Summer has put on 127 Met football games
11 and the Chicago Cub games.

12 We are in the process now of doing what
13 we told you here quite some time ago that we would
14 do and we are doing this without any guarantee from
15 the Town of Narrows and without any guarantee from
16 the Town of Pearisburg.

17 We are trusting that if we do this and
18 bring in the quality service that they will follow
19 through and do what we ask them to do.

20 So, it will be a paying proposition but
21 you do not find people that can do this kind of
22 work very readily; it is a very highly sophisticated
23 work.

24 It is work that not only do you have to
25 know how to do electronics but you have to know how

1
2 to deal with personnel and people in the home and
3 we have problems.

4 We have problems just like everybody
5 else does. We find that we are fixed, that we
6 really have it made here and it changes.

7 This is throughout the industry.

8 PARTICIPANT: Do you suppose this
9 trouble could be in your equipment in any way?

10 You can go to Cleveland, Ohio and the
11 surrounding areas, all up in Northern Ohio, even
12 the Southwestern part of Virginia, most anywhere
13 you go and you get almost perfect reception.

14 I don't see why just because we are
15 down between a couple of hills we can't get good
16 reception.

17 MR. ANGLIN: Sir, a piece of equipment
18 substituted in any of those areas is a piece of
19 electronic equipment and it is just as subject to
20 default in one area as in another.

21 I have not one piece of obsolete equipment
22 in this area; it is not as updated equipment as I
23 am putting in Eden.

24 No; it isn't. That equipment down there
25 has the 35 channels. What would we do with 35 channels

here?

PARTICIPANT: I was satisfied with three channels when I was getting them.

THE MAYOR: Would you come forward, please?

MR. TRENT: My name is Frank Trent and I live just out of the Corporate Limits. I was down here a few months ago, as you mentioned awhile ago, when you were going to make all of these changes.

This guy would come in from Eastern Virginia and he was going to work from one end to the other, everything was going to be just fine and dandy.

Is that guy the only fellow in the country that you can think of that can do the job for you?

MR. ANGLIN: Apparently you weren't listening just a few minutes ago when I mentioned that my chief technician was working in the area.

MR. TRENT: Now, don't get me on the defensive. At the last meeting the reception was bad at that time and it hasn't improved one bit.

You mentioned the fine tuning on the T.V.; I put up with an old set up there for a long,

1
2 long time.

3 I admit, I thought a part of it was your
4 trouble. I went out and bought a new one and all
5 the trouble wasn't mine, the biggest part of it was
6 on your cable.

7 MR. ANGLIN: Are you in the Town of
8 Narrows?

9 MR. TRENT: Just out of the town of
10 Narrows but I am on your cable.

11 MR. ANGLIN: Out of the Town of Narrows,
12 it is unprofitable for us to extend the service.

13 We have never made one dollar from that
14 area. We have extended his service out to him;
15 as far as the franchise is concerned, he is not
16 entitled to the service at all but we agreed to
17 bring it to him.

18 If he has a complaint, I want him to
19 come to the office and let us know about it.

20 MR. TRENT: I have tried that.

21 MR. ANGLIN: Inasmuch as he is not in
22 the Town Limits or two or three miles out of the
23 Town Limits, he is not entitled to the cable according
24 to the franchise but through our expense that we put
25 forth in attaching additional poles and putting in

1
2 additional equipment he is receiving cable.

3 We are trying to bring it to those
4 people that are out of the Town Limits. I am saying
5 that they shouldn't voice their opinion.

6 MR. CORNWELL: Are you objecting to their
7 voicing their opinion at this meeting?

8 MR. ANGLIN: No; I am not. Since you
9 people represent those that are within the Town
10 Limits, would it be too much to ask that we do
11 restrict those?

12 Is this unreasonable?

13 MR. CORNWELL: The franchise agreement
14 speaks to the Town of Narrows; it is not my duty. I
15 think it is cause for ruling from the Chair as to
16 whether or not the Chair is going to entertain any
17 complaints from those outside of town.

18 I think it is up to the Town Council of
19 the Town of Narrows. I recognize and appreciate it
20 if you wish to object to anyone making a complaint
21 who lives outside of the town not covered in the
22 franchise agreement.

23 THE MAYOR: Mr. Heatwole has a statement
24 here.

25 MR. HEATWOLE: If the franchise in the

1
2 Town of Narrows is canceled, he is required to
3 cease operations in Narrows.

4 Would he be able to provide service to
5 the fringe areas?

6 Those people have a legitimate interest
7 in whether or not the franchise is continued in
8 Narrows, I believe.

9 MR. CORNWELL: Could you continue
10 operation?

11 MR. ANGLIN: My motive here was not to
12 quiet the gentleman, not at all, but to show to you
13 people our interest in extending this service to
14 people that do live, let's say up Wolf Creek.

15 If you check, you would find that they
16 have absolutely zero reception. I have extended the
17 service out to those people; I have extended it to
18 them at a rate of \$5.60 per Appalachian pole and it
19 costs just as much as in the town.

20 This shows my absolute concern in seeing
21 that those people do get some reception. No; I am
22 not trying to quiet the gentleman at all.

23 I say here tonight that wherever he lives,
24 within the town or out of the town if he has a
25 complaint, it is just as legitimate.

1
2 MR. MAYOR: Then you have no objection
3 to him voicing his complaint at this time?

4 MR. ANGLIN: I just wanted to bring the
5 point forward that I have extended this at a loss
6 situation to try to bring this service to them.

7 MR. TRENT: One more comment, if you
8 will, and I will be quiet. The area that I am
9 speaking of runs North through to the end of the
10 Corporate Limits and then further on.

11 Now, there is any number of people up
12 there that are tickled plum to death to have your
13 cable but as far as I can see, there hasn't been any
14 improvement in the reception since it has been put
15 up.

16 In fact, it is worse. I thought that
17 was the biggest reason for this meeting that was
18 held sometime last year.

19 Everybody was up in the air at that time;
20 well, we are going to do this and do that and nothing
21 has been done.

22 Now, you have got to do something.

23 MR. ANGLIN: If I may comment on that.
24 People seem to have a very short memory as to what
25 is and what used to be.

1
2 MR. TRENT: May I interrupt? Did you
3 think you were going to bring this thing in here
4 and give these people mediocre reception and keep
5 your money flowing?

6 MR. ANGLIN: I can assure you that is an
7 incorrect assumption. If you would compare what you
8 were getting and what you are getting now without
9 your antenna as a back-up and see what you were
10 getting.

11 What I would like to do, and I made
12 this request the last time I was here, I would like
13 to get a list of those that were complaining about
14 the service.

15 If you don't know who's complaining,
16 whose home do you know to go out to look at because
17 the trouble can be not only in the television set,
18 it can be in the lines to the T.V., any number of
19 things.

20 I did have a problem getting a few names.
21 Now, I will be most happy for anyone here tonight or
22 anyone tomorrow or the next day or the next week that
23 would like to, to call the office and put their name
24 on a list and I will be absolutely certain to see to
25 it that their service is checked out.

1
2 I will get a report and if the report
3 is not satisfactory to me, I will check it out
4 personally.

5 I am not here to give mediocre service.
6 The only thing that I am asking is that please just
7 give us some names and give us some addresses so we
8 can go out and check this one and check that one.

9 The troubles are not comparable; a trouble
10 in effect at this house is not in effect at this
11 house over here at all.

12 We need to check and look at every one of
13 them individually. We will be happy to do that; all
14 we ask is an opportunity to do so.

15 There was a gentleman in Pearisburg that
16 came right by a pole that was laying on the ground
17 and a car was flipped on its top and some occupant
18 had been injured; he didn't give a "D" as to what
19 goes on there.

20 He said a football game was coming on in
21 an hour and a-half and he wanted to see it. Fortu-
22 nately, we don't have any people like that.

23 THE MAYOR: In order to get the meeting
24 along, I am going to ask you to please limit your
25 comments to five minutes.

1
2 MS. LAWSON: Sandra Lawson and I
3 live at 119 Spring Street. I would like Mr. Anglin
4 to know that every time the wind blows or it rains,
5 it does not have to be an electrical storm, we do
6 not have any cable T.V. and you can call the office
7 and sit there and listen to the phone ring because
8 nobody is there to answer it.

9 It does no good. I am not satisfied with
10 what I have; I feel like I could get a paper bag that
11 is empty and get the same thing for what I am getting
12 now.

13 THE MAYOR: Do you have a reply to that
14 Mr. Anglin?

15 MR. ANGLIN: The only reply that I have
16 would be, Mayor, that if she would exert just a
17 very small amount of the energy that she has exerted
18 tonight and call the office tomorrow morning and I
19 will see that it is checked out before 12:00 o'clock.

20 It is just that simple.

21 THE MAYOR: Mr. McGhee, I believe you
22 were next.

23 MR. MCGHEE: I live outside the Corporate
24 Limits and I am Pete McGhee and I live on Robin Hood
25 Lane and if he wants to get technical about it, I

1
2 have a business in town which makes me a citizen
3 of the town so I have a right to be here.

4 The ten years since we have had this
5 T.V. in this town it has been nothing but a game
6 of Mickey Mouse.

7 The best we have had is barely satis-
8 factory. Every time we have a change in weather, or
9 we have a change in anything, the thing goes out and
10 you call the local office and the girl will answer
11 and all she can do is take your message and very
12 seldom does it ever get passed on because we don't
13 get any results from it.

14 As far as that tape, I have called
15 numerous times on that tape and there must be a lot
16 of people calling on the tape because he has never
17 got down to me yet.

18 I don't know whether you realize it or
19 not but I have called up there to inquire about my
20 bill and they don't have any records in this office
21 anymore, they are in Martinsville.

22 I have called the local office and I have
23 called Mr. Anglin a dozen or more times since
24 December.

25 Each time he is very decent about it and

1
2 he promises me that they are going to have somebody
3 in here tomorrow.

4 A couple of times they have had somebody
5 in here and one of the boys called me and he said,
6 "Well, we have got a good picture up at the office."

7 I said, "We don't have a good picture
8 across the river." He promises to get something done
9 but it just hasn't been done.

10 Now, every time when I do manage to get
11 someone out he comes over and he looks at it and he
12 says, "Well, we've got to start at the head end and
13 work down."

14 Well, they have been working from the
15 head end down for ten years now and they haven't done
16 anything yet.

17 I called the man a dozen or more times
18 and he personally assured me that something would be
19 done and this is not just my complaint.

20 Anybody living in the area I live in
21 across the hollow will get the same thing. These
22 technicians tell me that they are doing the best they
23 can with what they have to do it with.

24 As I said, you can go to Rich Creek or
25 any other town and they get good reception. I don't

1
2 know when he put 12 on, Friday or Saturday, but it
3 was a decent picture.

4 If we had the reception on all of the
5 channels that he had on 12, I think it would be
6 satisfactory.

7 Now he said things are right this after-
8 noon. One of his technicians called me this after-
9 noon and I went across the river with him and looked
10 at my set and he saw exactly what all of us have
11 been seeing all the time.

12 He said, "Well, that isn't good but we're
13 going to fix it." That's all I have to say. I have
14 been promised numerous times on my long-distance
15 calls to Martinsville that he was going to do some-
16 thing about it.

17 MR. ANGLIN: The only reply that I have
18 for Mr. McGhee is that with the state of the political
19 affairs that we have today, it is a shame he is not
20 in politics.

21 The reason I am saying this - -

22 THE MAYOR: Please, come to order.

23 MR. ANGLIN: The reason I say this is
24 because we have absolutely no obligation whatsoever
25 to serve Mr. McGhee and he does have two T.V. sets in

his house that I know of.

One is working properly and the other one is not worth a "D". I know that; I checked it out myself.

PARTICIPANT: I have known that man for 30 years and I know him.

MR. CORNWELL: May I suggest that both parties stop calling names; it is not getting us anywhere.

I request that all parties restrain themselves from personal comments.

THE MAYOR: I believe, Mr. Anglin, that I asked you a few minutes ago if you would agree to hear the complaints of the people and you agreed to it.

MR. ANGLIN: Yes, sir.

THE MAYOR: Mr. Hall has had his hand up. Please come forward.

MR. HALL: I am Perry Hall and I live at 303 Hopkins Street; I believe that is where I live.

I have sat here for 50 minutes and this man has yet promised to do anything. We came over here to see if he is going to do something about it.

He has ridiculed everybody up here and he has made jokes and everything else. There are a

1
2 lot of comedians out of work and somebody should
3 hire you.

4 He has talked about fine tuning and the
5 juice being off and everything else. I live over on
6 the North side.

7 I don't call because I get riled up some-
8 times and my wife has called two months continuously,
9 July and August.

10 You are talking about writing names down;
11 well, you can write my name down if you want to. She
12 has called two months about this thing and every
13 day it has been miserable.

14 There have been very few programs we
15 can watch; it has been miserable. So, finally the
16 guy comes over about two weeks ago.

17 I don't know who the serviceman was and
18 it doesn't make any difference; he comes in and looks
19 at it and channels 4 and 6, they were gone.

20 He looks at it and fiddles around with
21 it and he says, "That's the best we can do because
22 we don't have the equipment to do anything with it."

23 Well, this is one of your men. I want
24 to know what you are going to do; don't sit here and
25 not say anything and just beat around the bush about

1
2 what you are going to do and what you're not going
3 to do.

4 Do something or else. We didn't come
5 here to hear a bunch of crap from you. Let's
6 get the thing out in the open and let's get something
7 done or move on.

8 That's all I have to say.

9 THE MAYOR: Would you like to reply to
10 that?

11 MR. ANGLIN: Concerning his remark about
12 the equipment, we have never had a shortage of equip-
13 ment.

14 MR. HALL: Sir, what did you say?

15 MR. ANGLIN: We have never had a shortage
16 of equipment regardless of what the man tells you.

17 MR. HALL: What does the man say it for?
18 He is your man, not mine.

19 MR. ANGLIN: Well, again it goes right
20 back to what I just told you awhile ago. You take
21 your car to the garage and if he can't fix it, he
22 blames it on your car.

23 I have had them do the same thing on the
24 cable system; this is nothing new.

25 MR. HALL: You said it; it is nothing

new because it has been going on for ten years.

MR. ANGLIN: It happens all the time to all systems. It is absolutely impossible to hire qualified personnel.

I have talked with people about moving into this area that I have other places. They won't do it.

MR. HALL: Why?

MR. ANGLIN: They just do not want to move into this area. I think it is one of the nicest areas I have ever been in and the nicest people I have ever met, regardless of your complaining.

It just isn't enough going on for them to move into this area, a qualified technician.

MR. HALL: So, what you are telling us is that you can't do anything about it; is that what you are saying?

MR. ANGLIN: No, sir; that isn't.

MR. HALL: I can't hear very well then.

MR. ANGLIN: I am sorry about that, sir.

THE MAYOR: I believe Mr. Greene has had his hand up.

MR. GREENE: I am Jay Greene of Narrows. Mr. Anglin and I go way back; we go back to his coming

1
2 to the Town of Narrows.

3 We had battles in 1969. I served on
4 the Council for four years at the time Mr. Anglin
5 installed the T.V. cable.

6 As you gentlemen and ladies know, I
7 have served the last two years prior to the present
8 Mayor as Mayor of this town and I want to say to
9 Mr. Anglin here and now, the only reason that this
10 meeting is being held, sir, is because of the
11 unkept promises that have been made time and time
12 again.

13 You are more articulate than I; you have
14 proven this tonight. You have talked about every-
15 thing excepting, as Mr. Hall said, what is going to
16 be done.

17 If my memory is correct and we would
18 have it on the minutes of the meeting when we were
19 here the last time, at that time we were told, not
20 on a conditional basis and Mr. Heatwole and the
21 other Council people who were serving at that time,
22 we were told that the gentleman you referred to
23 tonight would come to Narrows.

24 The gentleman stood in the meeting here
25 himself and said, "I will be moving to Narrows" and

1
2 at that point in time we relaxed our pressure that
3 we were trying to exert and settled back and now
4 here we are again.

5 I am like Mr. Hall; I am now just a
6 citizen of this community. I am not on the Town
7 Government.

8 I am not here to put you out of business
9 even if it were left up to my personal judgment and
10 I say that very truthfully.

11 I am not saying that I want the Council
12 to stop your franchise; I am saying that I encourage
13 every member of the Council to vote against keeping
14 the franchise unless definite steps are taken, that
15 you will definitely, without excuse and without any
16 foregoing promises, upgrade the system in the Town
17 of Narrows.

18 Now, I have talked with the Mayor of
19 Rich Creek within the past few hours. Since they
20 have had the cable, he estimated the number of calls
21 he has had at his home and at the Town Hall in Rich
22 Creek to be less than a dozen in regard to complaints
23 in the Town of Rich Creek.

24 They have had the cable over two years'
25 time. He tells me they have a repairman in

1
2 Peterstown, two miles away, that is on call and
3 does come upon call at any point in time.

4 I want to say this: For the last two
5 years up until June 30th I do not have any idea
6 how many calls I received at my home and place of
7 business and it was for sure that the calls were
8 either going to be water or T.V. cable.

9 I got them anywhere from 6:00 in the
10 evening until 6:00 in the morning. You have heard
11 people here tonight and the Council has heard
12 people here tonight.

13 Mr. Anglin, I have one question.
14 Without any further to-do of any kind; when and
15 what can we expect?

16 MR. ANGLIN: Mr. Greene, I would like
17 to make one comment on the subject you have touched
18 on and that was water.

19 MR. GREENE: If that has anything to
20 do with the cable, I will listen. If not, I beg
21 you not to say it.

22 Again, this is what you have been doing
23 the whole evening.

24 MR. ANGLIN: Those that work in the
25 Cable Office and those that come in, they do have to

1
2 go to the bathroom occasionally.

3 Now, when you are talking about water,
4 the water was off in my office for 21 days; 21
5 straight days.

6 THE MAYOR: Mr. Anglin, I think you are
7 off the point.

8 MR. ANGLIN: No, sir; I didn't mention
9 the water, the previous Mayor did.

10 THE MAYOR: I think you are getting off
11 the point; the water has nothing to do with the
12 television cable.

13 MR. GREENE: Don, let me make one other
14 comment. I thought I excluded his comments and
15 when I finished, I didn't intend to say anymore.

16 One man gets up and he lives out of
17 the Corporate Limits, another man gets up and we
18 talk about an outage of power last Saturday afternoon,
19 I get up and I could toss a coin, I was either going
20 to hear water or cable.

21 He hasn't yet answered my question about
22 what and when. We started talking about water again.
23 Let's get the thing on the road and let's either
24 talk cable or let's close the meeting and go home.

25 THE MAYOR: The lady back in the back.

1
2 MS. GUYNN: I am Mary Gwynn and I have
3 a business here in Narrows but I do live out of the
4 Corporate Limits.

5 We live in the Blankenship area. I know
6 this is going to raise a lot of hell, so to speak,
7 but we have no complaints with the cable and I am
8 going to tell you why.

9 We get no reception whatsoever with the
10 antenna; we have had it all over that hillside and
11 mountainside.

12 Until the cable came along, we had
13 nothing; we will get nothing if it leaves. We will
14 go with the majority; however the Council rules, we
15 will go along with it.

16 This is the only thing I want to ask:
17 If you get a new cable company besides the one we
18 have now, will they service us out of the Corporate
19 Limits?

20 This is what we want to know.

21 THE MAYOR: At this time we can give
22 you no guarantee whatsoever.

23 MS. GUYNN: Ooh; thank you.

24 THE MAYOR: Mr. Lambert.

25 MR. LAMBERT: I am Bud Lambert at 100

Hopkins Avenue here in Narrows. I haven't yet heard Mr. Anglin answer Mr. Greene's questions and I would like to have him answer it.

THE MAYOR: Mr. Anglin, would you like to respond to that?

MR. ANGLIN: I want to answer Mr. Greene's question; I have answered his questions before.

MR. GREENE: Not yet, sir.

THE MAYOR: Let's give Mr. Anglin a chance to speak; it is his turn.

MR. ANGLIN: I would appreciate it if you would ask Mr. Greene to let me speak.

THE MAYOR: I just asked him to.

MR. ANGLIN: Thank you, sir. It is very obvious to any of those of average intelligence that what we have done in the last week is an extreme indication of what our intentions are in not only improving the reception but bringing in distant channels.

As far as this meeting is concerned, the Notice of this meeting had absolutely nothing whatsoever to do with it because it has been planned for months and months.

It is not only the Towns of Pearisburg

1
2 and Narrows that we installed a satellite receiving
3 station in but we installed one in Chase City,
4 Victoria and Crozet, which has absolutely no franchise
5 and we need no authority to operate.

6 We know that these people want better
7 reception and more channels and each and every one
8 of these we are spending in excess of \$30,000.

9 Now, if that isn't an indication of
10 what we are doing, will do and continue to do.
11 We are not going to put that money up there and just
12 let it sit there; we are not going to put that
13 money up there and let there be a chance of somebody
14 else coming in and taking over the franchise.

15 Now, that's another question; somebody
16 else coming in and taking over the franchise. That's
17 an entirely different subject completely.

18 Now, I don't want to even get into it
19 because I know of the legal complications that would
20 be involved.

21 I know the time that would be involved
22 and I have a very, very good idea as to whether it
23 could be done or not.

24 I am not here tonight because of that;
25 I am here tonight to answer your questions and to

bring you those five channels on the basic service and WGN out of Chicago.

This I have already committed myself to do; the unit is on the hill. There is nothing of pulling it back out; this money is committed. I am not going to commit \$30,000 up there and neglect you people out here; I am not going to do it.

There are certain situations. You people back here giggling and carrying on, you are carrying on about say channels 4 and 6.

I would like to ask any of you a question. Have any of you approached Appalachian Power Company and asked them about what they were going to do about the electrical interference that is interfering with these channels?

I don't have anything to do with that; nothing. I even went to Roanoke and talked to people down there to try to get people to come in to try to track it down.

I don't cause that; Appalachian Power Company causes it. Ask yourself this question: How many of you have been by their office over here or how many of you have called the Roanoke station and asked them, "What are you going to do about this

1
2 electrical interference?"

3 You are not ignorant of it because all
4 you have to do is turn your radio on AM and drive
5 around town; it spells it out for itself.

6 I have worked with them hours upon hours.
7 I have got people in from Bluefield; I have got
8 people in out of the office in Pulaski.

9 I have worked with them and worked with
10 them to try to get them to correct this electrical
11 interference.

12 Will they do it? No; they won't do it.
13 All you have to do is listen to it on your AM radio
14 and right there it is.

15 Do you blame it on Appalachian Power
16 Company? No; you blame it on the cable T.V. Now,
17 we are not going to invest \$30,000 and just drop all
18 these other things.

19 All we ask you to do is to call the
20 office, give them your name, the problem you are
21 having and I will assure you that within no more than
22 two weeks' time, after they have had time to check
23 it out, that I personally will be back in touch with
24 you to see if this problem has been corrected.

25 THE MAYOR: Thank you, Mr. Anglin. One

of the Councilmen would like to ask you a question.

COUNCILMAN GAUTIER: Mr. Anglin, when you speak of Appalachian Power Company, that's not our problem, that's your problem.

MR. ANGLIN: No, sir.

COUNCILMAN GAUTIER: Our problem is we pay you for the service. I believe if you read the contract here for the franchise, you are supposed to give us clear reception.

MR. ANGLIN: Pardon me, sir. Have you read the Federal Communications Commission Regulations that deals with Appalachian's radiation of signals; have you, sir?

COUNCILMAN GAUTIER: No; I haven't.

MR. ANGLIN: It is all over everywhere.

COUNCILMAN GAUTIER: Not in Rich Creek.

MR. ANGLIN: It is everywhere. Have you read it? You call the Federal Communications Commission and ask them if they do not have a regulation that states how much electrical interference that they can radiate.

Now, sir, all you have to do is drive around with your AM radio on and it just blanks completely out.

1
2 COUNCILMAN GAUTIER: Let me ask you this:
3 Why did you add Channel 12, and I guess the other one
4 was 3, all of a sudden?

5 MR. ANGLIN: Why did I add 12 and 3 all
6 of a sudden?

7 COUNCILMAN GAUTIER: Let me go back a
8 little bit further. We had a Council Meeting and
9 you came in here the last time and you wanted to
10 put us in two or three channels and you wanted to
11 put the Home Box in.

12 MR. ANGLIN: No, sir; you are incorrect.

13 COUNCILMAN GAUTIER: Hold on a minute.
14 You offered to provide five additional channels for
15 an increase in rate of \$2.00 per month.

16 MR. ANGLIN: Not an increase in rate but
17 five channels; not an increase in rate over what I
18 was getting.

19 THE MAYOR: It is in the minutes of our
20 meeting.

21 MR. ANGLIN: Not an increase in rate and
22 we agreed on that at the time.

23 COUNCILMAN JOHNSON: We told you at
24 the time we would not let you put it in because we
25 did not think we were getting the proper reception

1
2 with what we had.

3 MR. ANGLIN: I agree with that but I am
4 disagreeing with the terminology here.

5 COUNCILMAN GAUTIER: You said that you
6 had to have the Town of Pearisburg and the Town of
7 Narrows to go along with you in order to put it in.

8 MR. ANGLIN: No, sir; I didn't do that.

9 COUNCILMAN GAUTIER: Just answer my
10 first question. How come all of a sudden in the last
11 two weeks you decided to put Channel 12 and Channel
12 3 in?

13 MR. ANGLIN: I have really been contem-
14 plating someone asking that question ever since I
15 received this letter and I thought I answered it
16 awhile ago.

17 I am not just putting this in in Pearis-
18 burg and Narrows. I am putting it in in Chase City,
19 Victoria and Crozet, which I don't even have a
20 franchise there.

21 I am putting it in, if you remember,
22 prior to any approval of the Council. The Council
23 hasn't approved to raise my rates \$2.00 to do this
24 and I feel that if I put this in and it is top
25 quality and worthwhile, they will give me \$2.00 for

1
2 the five channels; if it isn't, they won't.

3 I haven't had a preconditioned situation
4 as you are speaking of.

5 THE MAYOR: Thank you, Mr. Anglin.
6 Mr. Lilly, I believe you have had your hand up for
7 30 minutes.

8 MR. LILLY: I am Bob Lilly and I live on
9 Cumberland Road, I hooked on the cable in September
10 of the first year and I lived on this side of the
11 river and I would have to say that until I moved
12 across the river four years ago the picture on this
13 side is better than it was at that time.

14 Since I have moved across the river, we
15 have had nothing but problems. In the last eight
16 months I have been to your office, Mr. Anglin, eight
17 or ten times.

18 I don't know how many times I have called,
19 probably an average of once every two weeks, complaining
20 of an apparent break in the line somewhere because
21 CB radios, Police cars and everything else, when they
22 are in a certain place, just tears my T.V. set all to
23 pieces.

24 We had this same problem a couple of years
25 ago and you came at that time and found two breaks

1
2 in the line.

3 For eight months I have complained of
4 this and nothing has been done. For the last eight
5 weeks my picture has been so bad that I would say
6 no more than three or four days has it really been
7 acceptable.

8 You have had cross channel modulation
9 with other channels in the background. When they
10 would go and correct that, it would get so snowy
11 that you couldn't see it because somewhere else
12 an amp was dropping out.

13 I haven't talked to your present employee
14 but all of your former employees have complained
15 that they don't have adequate amplifiers, that you
16 get rebuilt amplifiers and the ones they put in are
17 no better than the ones they take out.

18 I do know that your signal is up and
19 down all the time. I think if you want a list, if
20 your people in the office have been writing down the
21 names of the people who call, you would have a list.

22 There hasn't been anybody in my house to
23 look at my signal, I don't believe, since you were
24 there two years ago when you found the two breaks in
25 the line.

1
2 I have had a new picture tube put in the
3 set since then. I know you do get a lot of calls
4 from people that don't know how to tune their
5 television.

6 You can put on 49 channels like you
7 have got in some systems but if the quality of 17 is
8 worse than what you get on an antenna, you have not
9 accomplished anything.

10 I guarantee that I can stick an antenna
11 up on my house and get 10 and 7 better than I do
12 on cable because it is snowy.

13 Apparently your amplifier voids somewhere
14 along the line. This is one of the oldest systems
15 I think you have got.

16 You have got what you say are topnotch
17 engineers in Chase City and Eden, North Carolina
18 and here we are with a turnover in personnel.

19 I like Atlanta; I like the new stations
20 and if the quality of that reception was what it
21 should be, I personally wouldn't object to two more
22 dollars.

23 Peterstown and Rich Creek and Pembroke
24 have better cable reception than in Narrows and I
25 think we have a right to complain.

1
2 You can go and look at those systems and
3 I guarantee that you won't see cross channel modula-
4 tion and for eight weeks we had this; at least across
5 the river we did with other channels coming in and
6 you couldn't watch anything.

7 Now, we can talk about other channels
8 and we can talk about the \$30,000 but I think the
9 basic issue is the quality of 7, 10 and 13, the
10 old stables that we have to look at every day.

11 I don't think the quality is there and
12 I don't think it has been there for the last several
13 years.

14 When you first hooked on to Pearisburg,
15 for about six weeks the T.V. in Narrows was the
16 best I think it has ever been, but after those
17 amps started jumping around it has never been that
18 way again.

19 My question is: What can we do, not
20 to get more channels, but what can we do to get
21 decent quality?

22 THE MAYOR: Thank you, Bob; your time
23 is up.

24 MR. ANGLIN: I will agree with Mr. Lilly
25 that for a period of time several weeks ago on the

1
2 North side that we were getting modulation.

3 I am not trying to shirk any duty here
4 whatsoever but I am in hopes that he hasn't been
5 getting this in the last few weeks.

6 PARTICIPANT: It happened last night.

7 PARTICIPANT: It was so snowy today
8 that you couldn't see it.

9 MR. ANGLIN: Mr. Lilly, you are one of
10 the most vocal complainants we have and I appreciate
11 it; I really do.

12 If I may impose on you to have my man
13 come by your house sometime tomorrow to check out
14 your service, I would appreciate it if he could
15 check this out and report back to me.

16 MR. LILLY: I went over to Pete's this
17 afternoon and looked and they are about the same.

18 THE MAYOR: Ms. Kelley, you are next.

19 MS. KELLEY: Yes; I am Pauline Kelley
20 and I live in the Blankenship addition which is out
21 of the Corporate Limits and I realize that everyone
22 here must have a just complaint but no one in the
23 Blankenship addition has a complaint.

24 I don't know why we are so fortunate
25 but I would challenge everyone to come look at any

1
2 of our televisions.

3 He can get good cable because we get an
4 excellent picture. I will have had my T.V. hooked
5 to the cable for six years in the second week of
6 November and I have never called the T.V. service.

7 That is probably some type of a record
8 but nevertheless, it is true and I don't know why
9 we get such good service.

10 We have about 20 people here out of the
11 addition and I am sure that any of them will tell
12 you they get excellent picture reception.

13 Again, this is brought out awhile ago
14 but without cable we get zilch. We have antennas
15 200 feet up in the air all over the addition up
16 through there and nothing comes in without the cable.

17 We aren't as fortunate as people down
18 here that if we didn't like the cable to get off of
19 it and stick up an antenna and that would solve the
20 problem.

21 We are quite satisfied with the cable and
22 I think it should be known that we are and it should
23 be known that you can get a good picture with
24 Mr. Anglin's equipment.

25 THE MAYOR: Thank you, Ms. Kelley.

1
2 MR. ANGLIN: The only thing I would
3 like to say is that I most certainly appreciate
4 these remarks but I want to be completely fair and
5 honest; this does not in any manner disqualify the
6 remarks that Bob Lilly and others have said because
7 you can have problems in other areas.

8 That is much farther out in the Blanken-
9 ship area, that is for most of them, but you can
10 have problems shorter in than out in the longer
11 areas.

12 This is all electronic equipment and
13 it is subject to anything and everything. I have
14 heard some remarks here tonight on antiquated equip-
15 ment or this or that as far as the equipment is
16 concerned.

17 I heard this back many years ago as far
18 as putting some used equipment in here but after I
19 installed the Martinsville Cable System I did not
20 have one piece, not even one dollar's worth of
21 equipment left.

22 Every piece of equipment that went into
23 Pearisburg and Narrows was brand new, up-to-date
24 equipment at that time.

25 So, as I said, I do appreciate the remarks

1
2 there but I am not in any way discounting the
3 remarks of those that are closer in and the only
4 thing I can say is that I have been in the electronic
5 business a long time and I know it can happen and
6 the only thing is that please just call in and get
7 your name down there and we will see and I will see
8 that you are contacted.

9 If it is in the cable, I will correct
10 it; if it is in your television set, I will set
11 another set beside it and show you that it is your
12 television set or whatever it is.

13 In some cases we have intermittent
14 trouble; those are awful hard to find but we just
15 ask the people to stick with us a little bit and we
16 will find it.

17 THE MAYOR: Mr. Kellam, I believe you
18 have had your hand up.

19 MR. KELLAM: I am Collin Kellam and I
20 live in North Narrows and I can respect the comments
21 from up at the Blankenship addition.

22 I can understand that without some kind
23 of cable system they wouldn't have any reception at
24 all but the last few months and particularly the last
25 few weeks, even with the cable system in North Narrows

1
2 we have not had any reception.

3 We have heard this over the past few
4 years; we are tired of hearing what is supposed to
5 be done and never gets done.

6 I might also add that probably the equip-
7 ment in the Blankenship addition is probably newer
8 equipment than what we have in North Narrows.

9 I have children who like to watch
10 cartoons on Saturday morning as well as your children;
11 I like to watch Virginia Tech and I also like to
12 watch the Redskins.

13 If we have to, I am willing to do without
14 some service to get a better system into Narrows.
15 We have heard these problems over the last few years
16 and it seems like we don't get a better system than
17 we have got now.

18 I would like the Council to move that
19 we accept some better system than we have now.

20 THE MAYOR: Thank you, Mr. Kellam.

21 MR. ANGLIN: Guessing and being correct
22 are different things. As far as the equipment being
23 more up-to-date going to the Blankenship addition
24 than Narrows, that is absolutely incorrect and as
25 far as certain problems that I know that have occurred

1
2 in North Narrows, they have been due to the fact that
3 the Town of Narrows did cut our cable over here just
4 short of the bridge.

5 They cut it right smack in two. I know
6 the Town of Narrows did not intentionally cut it but
7 they did cut it.

8 Now, that is just one time but it did
9 happen. So, any of those things can happen.

10 THE MAYOR: I think the gentleman on the
11 aisle here was next.

12 MR. VANCE: My name is Glen Vance and
13 I live at 500 Hopkins Street in Narrows, across the
14 river.

15 I do have an antenna on top of my house
16 and you can cut 7 and 10 into the antenna and it is
17 just as good, if not better, than the cable.

18 I have no way of knowing what he pays
19 his personnel but I know that electronics people
20 right out of high school and right out of college
21 and inexperienced, that they don't get a very good
22 salary.

23 I would say that if you took some of
24 this \$30,000 satellite money and give these people
25 a good salary, you could get somebody in here that

1
2 would stay here and work on this cable.

3 Talking about electrical interference,
4 I do know that there are electric filters that can
5 be put on that cable in some places and cut that
6 electrical interference out.

7 It may not completely cut it out but
8 it can cut it down. About calling his office, he
9 says call tomorrow.

10 Well, that might be fine and dandy;
11 maybe we'll get a call through but what about two
12 weeks or six months from now.

13 Is there going to be somebody there to
14 answer it? That's all I have to say.

15 MR. ANGLIN: The only thing I have to
16 say there is that as far as the electrical interference
17 is concerned, he is 100 percent wrong on that.

18 What will take out electrical interference
19 on one thing will not take it out on another. As
20 far as the pay of the personnel, I pay my personnel
21 adequately.

22 I think I am in a position a little
23 better than he is to run my business and this is all
24 I have.

25 THE MAYOR: Mr. Ragsdale, I believe you

are next.

MR. RAGSDALE: I am Harry Ragsdale, a former Mayor of Narrows. I bought my first television set in 1951 when I moved over in Orchard Hill and my address is 105 Orchard Hill.

I put an antenna out in the back yard and I still have it in the back yard and over the years I have constantly changed from the cable to the antenna.

At the time the cable came in, I could get 7 and 10; I could get those good. I only look at 7, 10 and 13 and one program on 8 but one time when Mr. Anglin was here at a Council Meeting and came over to my house when I was Mayor and we were having a meeting that night to raise the fee from \$5.00 to \$6.00, he looked at my television and he said, "It is no good."

Well, it was as good then as it has ever been and he promised me then that the television was going to improve and would be fixed up.

He convinced me and we came down to the Council Meeting that night and I went all out for the raise to give him a dollar extra a month because he had convinced me that it was going to improve.

Well, this Channel 7 of mine last week I had two pictures on that all the time; I tried to fine tune it out and I couldn't do it.

Ten was all right. Possibly the weather is changing or something that causes it go and come. Now, I don't know whether it was Friday night or Saturday night but I only look at television on Monday, Tuesday, Wednesday, Thursday and Friday from 6:00 o'clock on.

I never look at it in the daytime. I look at it on Saturday afternoon and Sunday afternoon but Friday night or Saturday night, I turned on the news on Channel 7 and it started off fairly good; all at once it went off.

There were fishing worms crawling all over the place. I changed it from 7 to 10 to 13 and to 8, all of them had fishing worms.

I turned it off and sat for ten minutes and went on down and got a U.S. News World Reporter; that's the way to get the news.

So, this is all I have got to say. It has not improved but he convinced me it was going to improve when I was the Mayor but it hasn't improved.

THE MAYOR: Thank you, sir.

1
2 MR. ANGLIN: If I may, I do not doubt
3 at all that what the former Mayor was saying that
4 there were cross marks last night or a few nights
5 ago but if the minutes are reflected upon and read
6 as he stated from his last statement, you will read
7 that he said the pictures were good, very good,
8 prior to the time he left his home that night and
9 he recommended that the rate increase be adopted.

10 The next night it might have been better;
11 I can't say but I do know that if the minutes are
12 reflected upon, that will be his statement.

13 THE MAYOR: I believe the lady in the
14 back was next. Stand up, please.

15 MS. FIELDS: My name is Hallie Fields
16 and I live up in the Blankenship addition and I want
17 to say that I have no complaints about my television
18 or my cable.

19 We have a good picture; we have good
20 color and several of my other neighbors have told
21 me the same thing about theirs.

22 We could get nothing up there without
23 our cable. We have tried many things and we could
24 get nothing until we got the cable.

25 We are very pleased with it and we would

1
2 like to keep it; we don't want to be without
3 television cable up there.

4 THE MAYOR: Thank you.

5 MR. ANGLIN: Thank you very much.

6 THE MAYOR: Tom, go ahead.

7 MR. EASLEY: I am Tom Easley and I said
8 when I first came in what I thought about it and
9 I still stand with my original question: What
10 alternatives do we have?

11 The only decision I can make is based on
12 what has been said here tonight because prior to this
13 I had never seen Mr. Anglin, I don't guess, before
14 in my life.

15 The only thing I know is what I have
16 been reading in the newspapers. Mr. Anglin, I have
17 to say that you must be a good salesman because you
18 have done more vacillating tonight than anybody I
19 have ever seen in my life.

20 You have evaded every direct question
21 about what is going to be done and when it is going
22 to be done.

23 There has not been anything accomplished
24 in this meeting tonight so far except pure evasive
25 activity by you.

1
2 I came in here with an open mind to base
3 my decision on what transacted at this meeting and
4 you have proved to me that you probably have a degree
5 in marketing because you are one of the best I have
6 ever seen.

7 MR. ANGLIN: The only thing that I can
8 say to that is that this gentleman is one of the
9 best - -

10 THE MAYOR: Let's not get personal.

11 MR. ANGLIN: In absorbing what he wants
12 to hear and rejecting what he doesn't want to hear
13 because you will have to admit to yourself that I
14 have invested up there.

15 There was nothing forcing me to put a
16 satellite receiver up there; there was nothing forcing
17 me to put the five channels on.

18 In fact, when I was here before in front
19 of this meeting I said I was going to put SPN on, a
20 satellite program network which actually cost me
21 nothing to put on; they will send it by advertising.

22 Since that time I have changed that to
23 WOR out of New York which I pay for; that is a 24-hour-
24 a-day station.

25 I have done this without any assurance from

1
2 anyone and without using any vaseline on anyone,
3 without any assurance whatsoever that the Council
4 is going to do anything.

5 Next week or the week following I will
6 have WGN out of Chicago plus Showtime on. If the
7 people of Narrows want this, fine; I will have shown
8 my absolute faith in the people of Narrows of accepting
9 this without any preconditions whatsoever and if they
10 don't, then I will just tramp it down and feed it into
11 Pearisburg if they want it and if they don't, there
12 are other places.

13 THE MAYOR: Mr. Plummer on the Council
14 wants to ask you a question.

15 COUNCILMAN PLUMMER: Suppose I wanted
16 to get hooked on to your cable, do you have a waiting
17 list? Yes or no.

18 MR. ANGLIN: Give me a little time.
19 When you say waiting list, are you saying a waiting
20 list - -

21 COUNCILMAN PLUMMER: A waiting list to
22 be hooked up?

23 MR. ANGLIN: Are you saying a waiting
24 list for the regular cable or a waiting list for
25 the premium channels?

1
2 COUNCILMAN PLUMMER: Do you have a
3 waiting list for both?

4 MR. ANGLIN: We do for the premium
5 channels.

6 COUNCILMAN PLUMMER: Take for example
7 that I wanted to be hooked on to one of the premium
8 channels; how long would it take for me to get
9 hooked on normally?

10 MR. ANGLIN: I just made the statement
11 that I do not have the premium on there yet.

12 COUNCILMAN PLUMMER: What about the
13 other one?

14 MR. ANGLIN: The other one is already
15 there and all you have to do is adjust the cables.

16 COUNCILMAN PLUMMER: Do you have a waiting
17 list for people that want to get hooked up on the
18 cable?

19 MR. ANGLIN: We do; yes, sir. We try to
20 concentrate on service more so than installation.

21 COUNCILMAN PLUMMER: Do I understand you
22 correctly to say about these extra channels that it
23 might be possible that they will not continue?

24 MR. ANGLIN: All I can say is that I have
25 spent \$30,000. The only channel I don't have on is

the Christian Broadcasting.

That does seem to be a very, very popular channel. We do not have the modulator for that but by the first of next week we should have all five of these channels on.

COUNCILMAN PLUMMER: If there is not an increase, will you continue these channels?

MR. ANGLIN: I am sure you can answer that for yourself.

COUNCILMAN PLUMMER: I am asking you.

MR. ANGLIN: The answer is very obvious; it is just like any business.

COUNCILMAN PLUMMER: You are talking about Mr. Freeman being here for several weeks. I believe he came in after you had received the summons to appear at this meeting; is that correct?

MR. ANGLIN: Well, it just so happened that he couldn't come over and install the satellite receiver before I received it.

COUNCILMAN PLUMMER: To be a little more exact, I believe there were some articles in the Roanoke Times about the calling of this special meeting and he arrived after that news article appeared in the paper.

1
2 MR. ANGLIN: The only thing I can say is
3 that when I appeared at this Council over a year ago,
4 I had six satellite receivers on order and I got
5 two of them in.

6 Then there were numerous changes in
7 those and I cancelled the four that were going to go
8 to these other locations.

9 As of May 22nd I did order from Dallas,
10 Texas and after waiting with them for numerous months
11 and putting down the deposit of almost \$30,000 I
12 found out they could not ship them.

13 I cancelled my order and I switched to
14 a company in Atlanta and I have threatened these
15 people with a lawsuit in order to get my down payment
16 back.

17 They did ship the units in, not only
18 all four of them but five, one additional unit for
19 the system in Martinsville.

20 As soon as we got things lined up I did
21 sent him over here to put those in. Nothing except
22 the coincidence of putting them in had anything to
23 do with this meeting.

24 COUNCILMAN PLUMMER: Would you consider
25 your employees to be agents of the CATV System?

1
2 PARTICIPANT: Would you speak up? We
3 can't hear.

4 MR. ANGLIN: I don't know what you
5 consider to be an agent. What is an agent?

6 COUNCILMAN PLUMMER: Persons employed by
7 you and acting for you in the capacity to make repairs
8 and corrections in your system.

9 MR. ANGLIN: Oh, yes; just like any other
10 employee.

11 COUNCILMAN PLUMMER: If you are contacted
12 about problems of making repairs and so forth, then
13 they are acting for you and for your system?

14 MR. ANGLIN: Yes.

15 COUNCILMAN PLUMMER: One of my concerns
16 is that it seems like any time we have a special
17 meeting of this kind things always seem to happen
18 just prior to the meeting.

19 I can appreciate the extra channels and
20 so forth but it seems kind of like ex post facto. I
21 don't know whether it is just prior to the meeting
22 or in anticipation of the meeting but it really seems
23 funny that these things do happen at such a time.

24 MR. ANGLIN: May I answer that?

25 THE MAYOR: Yes, sir.

1
2 MR. ANGLIN: I don't at all blame you
3 for your interpretation of this. I have with me
4 tonight documents to prove to you beyond any shadow
5 of a doubt that your thoughts along that line are
6 completely baseless.

7 COUNCILMAN PLUMMER: We have heard people
8 talking about their service and complaining about
9 their T.V. reception.

10 They are the ones saying that they are
11 not getting the repairs. We are not talking about
12 ordering satellite components; we are talking about
13 clearing up the problems in the reception.

14 MR. ANGLIN: You know, there is an old
15 Indian proverb that says: "Do not judge a man until
16 you have walked in his moccasins for three moons."

17 If you walked in my moccasins and you go
18 into these homes and you take a television in there
19 and you hook it up and show the customer that they
20 are getting a good picture on our set that cost half
21 as much as the one that they have and they say that
22 Davis Television Repair tells them, "Don't touch that
23 fine tuning."

24 If the control wasn't to be used, it
25 wouldn't be on there.

1
2 PARTICIPANT: We are not interested in
3 what this man is doing in other towns. We want
4 reception on the channels we are getting, what we
5 are supposed to be getting.

6 MR. CORNWELL: What is your name and
7 address, sir?

8 PARTICIPANT: Clifford Woodyard, 718 Wolf
9 Street, Narrows.

10 MR. EASLEY: He hasn't answered my
11 question yet; I was interrupted by Mr. Plummer. My
12 question has never been answered.

13 The point was: Number One, what are
14 you going to do about it? Number Two, when are you
15 going to do it?

16 That question has not been answered from
17 two hours back.

18 MR. ANGLIN: When was the last time you
19 have called the office?

20 MR. EASLEY: I don't call the office
21 because like I said, I am not that dissatisfied with
22 what I am getting but I have a lot of neighbors that
23 are.

24 I came here with an open mind to this
25 meeting to make my decision based on what I heard

1
2 and so far again, all I have heard from you is
3 stepping around the whole issue.

4 You have answered every question with
5 a question and you have not laid it on the line and
6 come out with a direct statement.

7 MR. ANGLIN: Since this gentleman has
8 publicly stated that he does not have a complaint
9 of his own, that he is representing his neighbors,
10 does he have a list of his neighbors' names, address -

11 MR. EASLEY: Again, you are evading the
12 issue.

13 MR. ANGLIN: We are checking these out
14 one at a time. It could be anything; it could be
15 a little transformer.

16 MR. EASLEY: I stand with the majority
17 because this guy is not going to do anything.

18 THE MAYOR: Patty, I believe you have
19 had your arm up for 30 minutes.

20 MRS. HAZELWOOD: I am Patty Hazelwood
21 and I live in North Narrows and my T.V. is not any
22 good.

23 We have been here for two hours and we
24 keep hearing the same thing. Everybody except those
25 from the Blankenship addition has the same complaint.

1
2 I think it is time the meeting was
3 adjourned and something was decided and quit having
4 everybody say the same thing and he says something
5 else and still you don't know anything.

6 The only question I have is: If the
7 T.V. is so good how come they still advertise
8 Giles Little Theatre which hasn't been here in a
9 long time?

10 THE MAYOR: Do you have a reply?

11 MR. ANGLIN: It just proves that she
12 watches it.

13 MRS. HAZELWOOD: That's all you can
14 watch sometimes.

15 PARTICIPANT: I am a newcomer to Narrows;
16 I have just moved from Blankenship and I am in
17 Pearisburg now.

18 I am in electronics and when a man tells
19 you he can't eliminate electrical interference or
20 anything like that on a closed circuit television
21 system, he is never going to improve your system
22 because he doesn't know how.

23 MR. CORNWELL: Would you please state
24 your name and address?

25 PARTICIPANT: Clark Brown, 323 Crowlin

1
2 Street, Pearisburg.

3 MR. ANGLIN: May I answer that?

4 THE MAYOR: Yes.

5 MR. ANGLIN: I will be glad to meet
6 with this gentleman at his convenience and pay him
7 a premium, I will pay him twice per hour what he
8 is getting now to see him eliminate this interference
9 unless he goes through Appalachian, twice what he
10 is getting now.

11 THE MAYOR: Mr. Coburn.

12 MR. COBURN: William S. Coburn, 304
13 William Street. Now, I don't know if what I have
14 to say will help or not but I am trying to help out
15 in this thing.

16 Although I am not a native, my interest
17 is in Narrows and I do not have connections with
18 the cable and that may rule me out.

19 When Ray was building our house, I had
20 the antennas put up and we are getting excellent
21 service out of those antennas.

22 Now, I would like to have cable but
23 from what I have heard about it I wouldn't have it.

24 THE MAYOR: Mr. Coburn, I appreciate
25 your concern but we are here tonight to hear from

1
2 people who have the cable and are dissatisfied.

3 PARTICIPANT: It seems like things do
4 improve. I have had an interest in the cable for
5 about 12 years, since it has been in here.

6 It seems though that if you threaten
7 to throw this cable out every 30 days that within
8 90 days you would have a wonderful system since
9 the other small towns seem to have a great reception
10 on the same power lines as we are on.

11 THE MAYOR: Do you wish to comment on
12 that?

13 MR. ANGLIN: This thoroughly illustrates
14 this gentleman's misconception of what electrical
15 interference is.

16 Electrical interference isn't on just
17 all of the lines; it can be on a loose pole or it
18 could be a cracked insulator.

19 This can be checked out by calling the
20 office and this gentleman doesn't know what he is
21 talking about.

22 MR. RILEY: I spoke before. As I
23 understand it, we are on the same system here in
24 Narrows as they are on in Pearisburg and they don't
25 have the same problems.

1
2 We might get another outfit in here and
3 get as sorry reception as from you. Why can't you
4 improve your system?

5 The \$30,000 you mentioned, if it doesn't
6 help, why don't you throw it away?

7 MR. ANGLIN: Did you look at your picture
8 last night?

9 MR. RILEY: We can't look at it very
10 well. One other thing; in my opinion, you insulted
11 me. You also insulted Mr. McGhee who I have known
12 all my life.

13 We are people coming to you and wanting
14 help and you are only criticizing us and running us
15 down; we are not a bunch of dummies.

16 All we want is better reception and I
17 think you owe every one of these people here tonight,
18 including the people that are out of the Town Limits,
19 decent treatment.

20 You have no right to criticize and run
21 them down to a common size of people as you have
22 tried to do.

23 MR. ANGLIN: I am very sorry that you
24 have interpreted my words incorrectly. If I may
25 reply to your comment on the Pearisburg system; it

1
2 is very easy to have a problem in the area of
3 Narrows that is not occurring in the Town of
4 Pearisburg.

5 MR. RILEY: Do you believe that we do
6 have problems?

7 MR. ANGLIN: I know it and I do want
8 each and every one of you to be pleased. What good
9 is it going to do me to put these extra five channels
10 on and WGN out of Chicago unless we have everything
11 working properly?

12 PARTICIPANT: It is clear from all that
13 has been said that he has excuses for the lack of a
14 quality product that roll on like the water over
15 Niagara Falls.

16 The Council is going to have to decide
17 one way or the other. It is time to do something.
18 I know this comes up regularly at the Town Meetings
19 that I attend as often as possible.

20 We have heard from two former Mayors;
21 maybe we will hear from the present Mayor. I would
22 be interested in hearing comments from the present
23 Mayor.

24 I think it is pressure time and I think,
25 ladies and gentlemen of the Council, a decision should

1
2 be forthcoming as soon as possible.

3 THE MAYOR: We are running kind of late
4 now. Give Mr. Anglin just a few minutes to sum up
5 his defense at this time.

6 Mr. Anglin, would you please stand so
7 everybody can hear you?

8 MR. ANGLIN: I don't have anything to
9 repeat except what I have already said. Any business
10 is subject to failure, even a business as mechanical
11 as a water system, even an electrical power system.

12 People run into the poles which is no
13 fault of the power system whatsoever. This not only
14 cuts off the electricity but cuts off the cable in
15 the areas where the power is not on.

16 We have had problems and we are ready
17 and willing to correct those problems but we cannot
18 wave a magic wand and correct those problems.

19 We have to have your cooperation; you
20 have to call in and let us work out your problems
21 individually.

22 We worked on them just prior to coming
23 here and I have two gentlemen in here who went out
24 on calls, probably an hour prior to coming to this
25 meeting.

1
2 There was a call from a gentleman who
3 thought he had a problem in the cable television
4 service and our repairman went out there and he
5 had a test set in his truck.

6 He carried the set into the house and
7 hooked it up and the man said, "I have a set problem."
8 All we ask you to do is call in and I am very sincere
9 in asking this.

10 This is not just a sham and it is not
11 a put-off. I would like for each and every one of
12 these represented here tonight or anybody else having
13 trouble to call in and let us know what kind of
14 problem they are having and I will guarantee you
15 that I will send one of my men out to check it out
16 and I will personally get in touch with you to see
17 if you are satisfied.

18 This is all that I can offer.

19 THE MAYOR: Thank you, Mr. Anglin.

20 COUNCILMAN GAUTIER: Mr. Mayor, I would
21 like to make a Motion that we go to Closed Meeting
22 and the Executive Session to go over the legality
23 of the cable system.

24 THE MAYOR: The Motion has been made to
25 go to Executive Session. Do I hear a Second Motion?

COUNCILMAN PLUMMER: I second the Motion.

THE MAYOR: We will vote on the Motion
to adjourn to Executive Session. Mrs. Thornton?

COUNCILWOMAN THORNTON: Yes.

THE MAYOR: Mr. Gautier?

COUNCILMAN GAUTIER: Yes.

THE MAYOR: Mr. Johnson?

COUNCILMAN JOHNSON: Yes.

THE MAYOR: Mr. Plummer?

COUNCILMAN PLUMMER: Yes.

THE MAYOR: Mr. Huffman?

COUNCILMAN HUFFMAN: Yes.

THE MAYOR: The Motion is carried to
adjourn to Executive Session.

(Thereupon, the Council Members adjourned
to Executive Session at 9:00 p.m.)

(The Council Members returned to Regular Session at 9:40 p.m.)

COUNCILMAN JOHNSON: I make a Motion to come back in Regular Session.

COUNCILMAN GAUTIER: I second the Motion.

THE MAYOR: The Motion has been made to come back in Regular Session and it has been seconded. All in favor say aye.

(All Council Members said aye.)

THE MAYOR: All opposed say likewise.

(No response.)

THE MAYOR: The Council is now back in Regular Session. Is there anymore discussion from the Council on the proposal of the T.V. cable system?

(No response.)

COUNCILMAN PLUMMER: Mr. Mayor, I have a Motion I would like to make.

THE MAYOR: The Chair recognizes Mr. Plummer.

COUNCILMAN PLUMMER: If you have trouble hearing me in the back, please indicate by raising

your hand.

Pursuant to Section 26 of the Ordinance amending and reenacting the franchise granted Clear-View Cable T.V., Incorporated the Town Council of the Town of Narrows, Virginia meeting at Special Meeting called on this night, September 15, 1980 at 7:00 p.m., after Notice published in the Virginian-Leader, a newspaper having general circulation in Giles County, Virginia, for four weeks and a Notice served to Mr. Harry Anglin, President of Clear-View Cable T.V., Incorporated 30 days prior to this meeting, the Public Hearing having been had on this date and at this time with Mr. Harry Anglin, President of Clear-View Cable T.V., Incorporated having appeared for Clear-View Cable T.V., Incorporated and given an opportunity to be heard before Council in which Public Hearing Mr. Anglin participated, therefore did ordain that the Council of the Town of Narrows finding the following facts after Public Hearing:

Number One. That Clear-View Cable T.V., Incorporated has not rendered efficient service, made repairs promptly or interrupted service only for good cause and for the shortest time possible.

1
2 Number Two. That Clear-View Cable T.V.,
3 Incorporated has not maintained sufficient employees
4 to provide safe, adequate and prompt service for
5 its facilities.

6 Number Three. That Clear-View Cable T.V.,
7 Incorporated has attempted to evade the provisions
8 of the franchise agreement with the Town of Narrows.

9 Therefore, Council having found the
10 foregoing facts, be it further ordained that the
11 Clear-View Cable T.V., Incorporated has violated
12 its franchise agreement with the Town of Narrows,
13 Virginia and is presently in violation thereof.

14 Be it further ordained that the ordinance
15 amending and reenacting the franchise granted
16 Clear-View Cable T.V., Incorporated the right to
17 use the street, et cetera and to install and to
18 operate a community antenna T.V. service in the town
19 is hereby terminated and cancelled and that all
20 rights and privileges of the grantee thereunder are
21 cancelled and terminated pursuant to Section 26 of
22 said ordinance and franchise agreement and pursuant
23 to Section 23D of said ordinance and franchise
24 agreement the town hereby requires the Clear-View
25 Cable T.V., Incorporated to cease the use of the

streets and all public ways within the town immediately.

THE MAYOR: Gentlemen, you have heard the reading of the Motion made by Mr. Plummer. Do I hear a second?

COUNCILMAN GAUTIER: I second it.

THE MAYOR: The Motion has been seconded by Mr. Gautier. Is there any other discussion from the Council?

(No response.)

THE MAYOR: We will vote. Mrs. Thornton?

COUNCILWOMAN THORNTON: Yes.

THE MAYOR: Mr. Gautier?

COUNCILMAN GAUTIER: Yes.

THE MAYOR: Mr. Johnson?

COUNCILMAN JOHNSON: Yes.

THE MAYOR: Mr. Plummer?

COUNCILMAN PLUMMER: Yes.

THE MAYOR: Mr. Huffman?

COUNCILMAN HUFFMAN: Yes.

THE MAYOR: The Motion is carried unanimously. We have a report from the Town Manager on our water situation.

MR. HEATWOLE: At the last meeting the

Council placed a restriction on nonessential use of water due to the lack of adequate pressure on the higher elevations of East College Street.

That problem has since been corrected. We found a valve had been stuck in the closed position and there is no longer a requirement to restrict the use of water and I would like to recommend that Council lift that restriction.

THE MAYOR: Do I hear a Motion that we lift the restriction on the use of water from the resolution made last week?

COUNCILMAN JOHNSON: I make a Motion.

THE MAYOR: Motion is made by Mr. Johnson. Do I hear a second?

COUNCILMAN HUFFMAN: I second it.

THE MAYOR: The Motion has been made and seconded to lift the restriction on the use of water. We will vote on it. Mrs. Thornton?

COUNCILWOMAN THORNTON: Yes.

THE MAYOR: Mr. Gautier?

COUNCILMAN GAUTIER: Yes.

THE MAYOR: Mr. Johnson?

COUNCILMAN JOHNSON: Yes.

THE MAYOR: Mr. Plummer?

1
2 COUNCILMAN PLUMMER: Yes.

3 THE MAYOR: Mr. Huffman?

4 COUNCILMAN HUFFMAN: Yes.

5 THE MAYOR: The Motion is carried
6 unanimately. At this time if there is no further
7 business that we can bring forth, do I hear a
8 Motion to adjourn?

9 COUNCILMAN GAUTIER: I make the
10 Motion to adjourn.

11 MR. ANGLIN: Mayor, I have no remarks
12 in this? I would like to just make a remark, if
13 I possibly could.

14 THE MAYOR: If the Council has no
15 objection, I have no objection.

16 MR. ANGLIN: I would like to inform
17 the Council that it really isn't this simple and
18 I can assure you that you will have to prove your
19 case in Court which I am very, very confident you
20 cannot do.

21 I have demonstrated my willingness
22 prior to the meeting here tonight to cooperate with
23 this locality.

24 I have had trouble from the very
25 beginning in this particular locality over here.

1
2 I have had practically nil just across the
3 mountain but I can absolutely assure you that
4 just your voting tonight will not solve this
5 matter.

6 MR. CORNWELL: Mr. Anglin, as Counsel
7 for the Town of Narrows I would be the first to
8 tell you that you have the right to take any action
9 you wish to in any Court of Law.

10 However, also as Counsel for the Town
11 of Narrows I would like to point out to you Section
12 15.1316 from the Code of Virginia which states:
13 "That any person or corporation that shall undertake
14 to occupy or use any of the streets, avenues, parks,
15 bridges or any other public places or public property
16 or any public easement of any description in any
17 city or town in a manner not permitted to the general
18 public without first having legally obtained the
19 consent thereof of the City Council for the franchise
20 thereof, shall be guilty of a misdemeanor and upon
21 conviction thereof shall be fined not less than \$5.00
22 nor more than \$50 and each day continuous thereof
23 shall be a separate offense."

24 "Such occupancy shall be deemed a
25 nuisance and the Court or Trial Justice trying the

1
2 case shall have the power to cause the nuisance
3 to be obeyed and to commit the offenders and all
4 their agents and employees in such offenses to jail
5 until such Order of the Court shall be obeyed."

6 I didn't want that Section of the Code
7 to miss your attention.

8 MR. ANGLIN: It does not miss my
9 attention and I certainly want to call to your
10 attention that until it has been proven in Court
11 that I have violated these things, I have all rights
12 to continue to operate and therefore shall continue
13 to operate.

14 COUNCILMAN PLUMMER: What I read is
15 the findings of the Narrows Town Council.

16 MR. ANGLIN: That still doesn't make
17 it legal, not at all. So, I will continue to operate
18 as usual until it is proven in Court that I do not
19 have the right to do so and I am positive these
20 things cannot be proven.

21 THE MAYOR: You did understand the Motion
22 that you terminate service immediately?

23 MR. ANGLIN: I do not.

24 THE MAYOR: You understood when he read
25 that part of the Motion? I just want to make sure

1
2 that you understood when he read that to you?

3 MR. ANGLIN: That is only a Motion.

4 THE MAYOR: I just want to make sure you
5 understood it?

6 MR. ANGLIN: It is just a Motion of
7 this Council and it has to be proven in Court.

8 THE MAYOR: That is part of our Town
9 Ordinance and I just want to make sure that you
10 understood what he read to you?

11 How you interpret that is your own
12 business. But you did understand it?

13 MR. ANGLIN: In other words, you are
14 free to determine the Law in this. That is what
15 you are doing.

16 THE MAYOR: No, sir; I just want to make
17 sure you understand that this resolution that we
18 adopted here tonight meant that you terminate your
19 service in the Town of Narrows immediately?

20 Did you understand that part of it?

21 MR. ANGLIN: I can understand.

22 THE MAYOR: That is all I want to know.

23 (Thereupon, the Proceedings were
24 concluded.)

25 * * * * *

ORDINANCE

A motion was made by Lewis R. Plummer, seconded by James M. Gautier and unanimously carried that: Pursuant to Section 26 of the Ordinance Amending and Re-enacting a franchise granting Clear-View Cable TV, Inc., The Town Council of the Town of Narrows, Virginia, meeting in special meeting called on this night, September 15, 1980, at 7:00 o'clock P.M., after notice published in the Virginian-Leader, a newspaper having general circulation in Giles County, Virginia, for four weeks, and notice served on Mr. Harry Anglin, President of Clear-View Cable TV, Inc., thirty days prior to the date of this meeting, and public hearing having been had on this date and at this time with Mr. Harry Anglin, President of Clear-View Cable TV, Inc., having appeared for Clear-View Cable TV, Inc., and given an opportunity to be heard before Council, in which public hearing Mr. Anglin participated; therefore,

BE IT ORDAINED that Council of the Town of Narrows finds the following facts after public hearing:

(1) That Clear-View Cable TV, Inc. has not rendered efficient service, made repairs promptly, or interrupted service only for good cause and for the shortest time possible.

(2) That Clear-View Cable TV, Inc. has not maintained sufficient employees to provide safe, adequate and prompt service for its facilities.

(3) That Clear-View Cable TV, Inc. has attempted to evade provisions of the franchise agreement with the Town of Narrows, Virginia.

THEREFORE, Council having found the foregoing facts, BE IT FURTHER ORDAINED that Clear-View Cable TV, Inc. has violated its franchise agreement with the Town of Narrows, Virginia, and is presently in violation thereof: and,

BE IT FURTHER ORDAINED that the Ordinance Amending and Re-enacting a franchise granting Clear-View Cable TV, Inc. the right to use the streets, etc. to install and operate a community antenna TV system in the Town is hereby terminated and cancelled and all rights and privileges of the grantee thereunder are cancelled and terminated pursuant to Section 26 of said ordinance and franchise agreement and pursuant to Section 23(d) of said ordinance and franchise agreement the Town hereby requires Clear-View Cable TV, Inc. to cease the use of the streets and all public-ways within

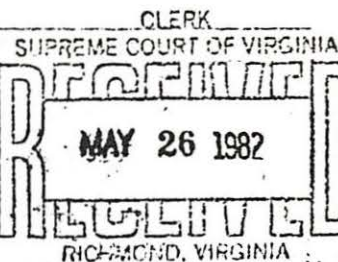
the town immediately. (VOTE: Lewis R. Plummer, James M. Gautier,
H. B. Johnson, Jr., Jerry A Huffman & Mary Thornton, Yes.)

CERTIFICATION

This is to certify that the above ordinance was adopted by
the unanimous vote of the Council of the Town of Narrows, Virginia,
at a special meeting held in the Town Hall on September 15, 1980.

Catherine J. Lloyd

Clerk of Council



VIRGINIA:

Circuit Court of Giles County,
TUESDAY, the 14th day of October, 1980.
In the 205th year of the Commonwealth.

PRESENT:

HON. ROBERT L. POWELL, JUDGE

VIRGINIA: IN THE CIRCUIT COURT OF GILES COUNTY

CLEAR-VIEW CABLE T.V., INC.,)

Complainant and Cross-Respondent)

v.)

TOWN OF NARROWS, et al,)

Respondent and Cross-Complainant)

ORDER

This day came the Town of Narrows represented by its Town Council Members, its Mayor, its Town Manager, and by counsel, and Clear-View Cable T.V., Inc. represented by its President and by counsel, upon Petition for Writ of Mandamus filed by the Town of Narrows and Bill for Injunctive Relief filed by Clear-View Cable T. V., Inc., evidence was heard ore tenus, and the matter was argued by counsel.

It appearing to the Court that Clear-View Cable T.V., Inc. is the holder of a ten year franchise to install and operate a Community Antenna T.V. System in the Town of Narrows, Virginia, granted by the Narrows Town Council on January 1, 1976; and that on September 15, 1980, the Town Council of the Town of Narrows voted to terminate and cancel the aforesaid franchise as of that date; that no harm or damage will accrue to any party or citizen of the Town of Narrows, Virginia, (the Town) if the Town is enjoined and restrained from terminating and cancelling said

Mailed copies to Attorney McCarty and Attorney Cornwell

this 16th day of October, 1980. rah

franchise, and great damage will be suffered by Clear-View Cable T.V., Inc. (Clear-View) and by its customers if said franchise is immediately cancelled and terminated.

Therefore, it is ORDERED and DECREED that the Town of Narrows, Virginia, its Mayor and Town Council Members are hereby restrained and enjoined from cancelling or terminating the franchise held by Clear-View Cable T.V., Inc., until October 14, 1980, or further Order of this Court.

The Petition for Writ of Mandamus is taken under advisement by the Court.

Enter this ORDER this 14th day of October, 1980.

Robert L. Powell
Judge

Seen:

Thomas J. McCarthy, Jr.
Counsel for Complainant and
Cross-Respondent

Seen: and object to the entry of

James E. Cornwell, Jr.
Counsel for Respondent & Cross-
Complainant

A true copy teste:

Ted J. Johnson, Jr.
Clerk
Circuit Court of Giles County

IN THE CIRCUIT COURT
FOR THE COUNTY OF GILES

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MR. CORNWELL: All right, sir; you may cross examine.

MR. GARDNER: Your Honor, I would like to state for the Record it is my understanding that Mr. Heatwole has been called at this point obviously to identify documents for the Record and the examination at this point will only go to those facts.

We have also summoned him and of course we would like to have him remain subject to recall which we certainly intend to do.

MR. CORNWELL: Of course.

CROSS EXAMINATION

BY MR. GARDNER:

Q Mr. Heatwole, you referred to a meeting that was held on the 15th of September of last year. Was a Transcript made of that meeting?

A I believe a Transcript was made of that meeting.

MR. GARDNER: I believe I may have missed it, Mr. Cornwell; but I don't believe that was introduced into evidence.

MR. CORNWELL: The Town of Narrows does not

seek at this time to introduce that Transcript.

MR. GARDNER: We would like to ask it be identified for the Record and introduced.

MR. CORNWELL: I believe the original was filed over the objection of the Town of Narrows. I believe it so shows it on the Transcript.

THE COURT: This was filed in Court on December 22nd, 1980 and I've noted on here subject to the objection of the Town of Narrows.

MR. GARDNER: We would like to introduce it at this time. Is it necessary to identify this?

BY MR. GARDNER:

Q Mr. Heatwole, do you recognize this as the Transcript that was from the meeting you referred to in the identity of these other documents?

A Yes, sir.

MR. CORNWELL: Your Honor, I object to the admission of this document at this time due to the fact that as Counsel stated, Mr. Heatwole was here to identify documents and so forth and that was not brought out or it was not gone into on Direct Examination.

If they wish to make it part of their evidence

in their case in chief, they can do that at a later date.

THE COURT: This is the only copy?

MR. CORNWELL: That is the original copy.

MR. GARDNER: We have a copy.

THE COURT: Do you wish this admitted as Clear-View's Exhibit?

MR. GARDNER: Yes, sir.

THE COURT: All right, sir; you may show that and that will be subject to the objection, of course.

MR. GARDNER: Am I to understand that this is now admitted subject to objection?

THE COURT: Yes.

(Thereupon the Transcript of Town Council Meeting dated September 15, 1980, was marked as Defendant's/Clear-View's Exhibit A and entered into the Record)

BY MR. GARDNER:

Q When did you become Town Manager?

A July the 1st, 1971.

Q So, the system was already some three years old at that time, was it not?

A Yes, sir.

Q You referred to two Franchises; the first one was put into effect before your tenure as Town Manager?

A Yes, sir.

Q The second one was put into effect, I believe in 1976?

A That's correct.

Q Are there any significant differences between the two?

A The only significant difference that I recall concerns the rates that will be charged for service and I believe there was some change in the quality standards required, too.

Q Paragraph Eight in the new Franchise or the most recent one changes the standard of the service to reflect the FCC Standards, does it not?

A Yes, sir.

Q You've read a number of other provisions, Section 23, a standard that the Town shall have such additional regulations as it shall find necessary in the exercise of police power provided that such regulations, or otherwise, shall be reasonable or not in conflict with the rights granted; are you familiar with that as well?

A I believe so.

MR. GARDNER: With regard to the Direct

1
2 Examination, that would be our Cross Examination,
3 Your Honor. Thank you, sir.

4 THE COURT: All right, sir.

5 MR. CORNWELL: May I ask that this witness
6 be excused for the present time?

7 THE COURT: Let me ask; do you have any idea
8 when you might want to recall Mr. Heatwole? He may
9 want to stay up here, he may want to go to his office.

10 MR. HEATWOLE: I'll stay.

11 MR. GARDNER: If he needs to be elsewhere,
12 he's subject to call; it's not going to be an
13 urgency when we call him so we can call him at his
14 office if that's necessary.

15 THE COURT: All right; there's no problem,
16 he says he'll stay.

17 (Witness excused)

18
19 MR. CORNWELL: Could I talk to Counsel one
20 second?

21 THE COURT: Yes.

22 (Counsel conferring)

23
24 THE COURT: We'll take about a ten-minute
25 break.

(Thereupon a break was taken and Court
recessed at 10:10 A.M.)

THE COURT: Are you ready to proceed?

MR. CORNWELL: Yes, sir. I call Catherine
Lloyd as my witness.

CATHERINE LLOYD

was called as a witness and after having first been duly
sworn to tell the truth, the whole truth, and nothing but
the truth, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. CORNWELL:

Q Would you state your name, please, ma'am?

A Catherine Lloyd.

Q Mrs. Lloyd, are you employed by the Town of
Narrows?

A Yes.

Q In what capacity are you employed?

A Clerk of the Council.

Q And exactly what are your duties in that job,
Mrs. Lloyd?

* * *

DIRECT EXAMINATION

BY MR. GARDNER:

Q State your full name, please, sir.

A Clarence Harry Anglin.

Q Where do you live?

A 1122 Corn Tassel Trail, Martinsville.

MR. CORNWELL: May I make sure there's no witnesses for the Town? There is a witness that we have, I don't believe he has been excluded; I noticed him in the back while I was up. He came in after we had excluded everybody.

THE COURT: Come up and be sworn.

(Witness sworn)

THE COURT: There's been no evidence.

MR. CORNWELL: We have a possibility we will call Mr. Galloway also.

THE COURT: You might let Mr. Galloway come up and be sworn also. Do you want him subject to recall?

MR. GARDNER: Do you want him sworn now or should we have him sworn when he takes the stand?

THE COURT: Let him be sworn now.

(Witness sworn)

1
2 MR. CORNWELL: Is there anyone here from
3 Appalachian Power Company?

4 THE COURT: What's the witness's name?

5 MR. CORNWELL: Mr. Galloway.

6 THE COURT: Mr. Galloway, you will either
7 have to go back into a Witness Room or go back to
8 your office subject to recall; whichever one you
9 prefer.

10 MR. GARDNER: Are we ready, sir?

11 MR. CORNWELL: Yes, sir.

12
13 BY MR. GARDNER:

14 Q State your full name again.

15 A Clarence Harry Anglin.

16 Q And your address?

17 A 1122 Corn Tassel Trail, Martinsville, Virginia.

18 Q How old are you, Mr. Anglin?

19 A Fifty-six.

20 Q Where were you born?

21 A In Patrick County near Spencer, Virginia.

22 Q Now, has your home always been in the
23 Martinsville area?

24 A Yes.

25 Q Where did you go to school?

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A Spencer High School, Henry County.

Q After you finished high school, where did you go?

A I went into the Service; but - - just the schooling, is that what you mean?

Q When were you in the Service?

A 1943 to 1946.

Q And after you got out of the Service, what did you do?

A Went to Perry Business School, took Accounting.

Q All right, and - -

A Graduated from Perry School.

Q After you finished there, what did you do?

A United Television Laboratories in Louisville, Kentucky.

Q What did you do there?

A Studied Electronics; graduated from the United Television Laboratories.

Q And I believe that was in 1950?

A This was '50; yes.

Q How long a course was that?

A Two years.

Q After you finished that course and graduated from that school, where did you go?

A I went to work for Magnavox Company in Fort Wayne, Indiana, where they manufacture television sets.

Q Did you stay there long?

A Approximately six months.

Q After you left there, where did you go?

A Back to Martinsville and opened up a business.

Q What kind of business was it?

A A television sales and service business.

Q Was that retail and wholesale generally or retail?

A Retail and service.

Q How long were you in that business?

A From December of 1950 until 1965.

Q During that time, did you develop any other businesses or get involved in any other interests?

A Yes, I developed two other businesses. I set up a picture tube manufacturing concern as to whether I could do the complete manufacturing of television picture tubes; and also developed a television tuner contact cleaner that sells all over the Country.

I have a patent for that for the United States, Canada and Great Britain.

Q What's the name of that?

A Lubraclain, L-U-B-R-A-C-L-A-I-N.

Q That's used in television sets?

A To clean contacts.

Q When did you first get involved in the
Cable Television Business?

A In 1966.

Q And how did you do that?

A Installing a system in an area adjacent to
the City of Martinsville in a little area called Villa Heights.

Q Is that system still in operation?

A Yes, it is.

Q Did that system grow?

A Yes.

Q What is it now?

A I extended that system into the adjacent areas
of Collinsville, then in the Fieldale area and obtained a
Franchise for the City of Martinsville and extended over the
entire City of Martinsville and out into the surrounding areas.

Q That's now the system that operates in
Martinsville and Henry County, the only system?

A That's right.

Q Is that system essentially the same system
it was when you put it in?

A Yes.

Q What other Cable Systems did you get involved

in?

A I installed the system in Narrows, Pearisburg, Radford, Christiansburg, Chase City, Victoria, Crozet, up near Charlottesville, Madison and Eden in North Carolina.

Q Now, several of those systems are still being developed, are they not?

A Yes.

Q The first systems you first mentioned; Narrows, Pearisburg, Radford, Giles and Montgomery Counties, Chase City; they have all been in operation for how long?

A Since 1970.

Q Of course the Narrows' System was in operation in 1969. When you say you put these in, were you supervising and just sort of overseeing that or did you participate in the installation?

A I was fully involved in the actual construction of the system; the power, the lead-ins, installing amplifiers, the entire ramification.

Q What sort of equipment specifically now is at the system in Narrows and Pearisburg? What sort of equipment?

MR. CORNWELL: Can we limit the testimony to the Town of Narrows; that's all we're concerned about.

MR. GARDNER: All right.

BY MR. GARDNER:

Q Is the system in Narrows and Pearisburg running together?

A At this time; yes.

Q Did you construct them at the same time?

A Yes, they were under construction during the same period of time.

Q Now, with specific regard to the Town of Narrows, who put that system in? Who physically did the work to put it in?

A I did, with my crews.

Q All right, what kind of equipment did you put in?

A Kiser Theta-Com Equipment.

Q Now, you may have to spell some of those things because I'm unfamiliar with it.

A K-I-S-E-R; T-H-E-T-A - C-O-M.

Q Is that a trade name?

A Yes.

Q What sort of antennas?

A The type of antennas varied depending on what you was wanting to pick up with the antennas or the type of

the distance of the signal, whether it's UHF or VHF signals.

Q Now, how long has that system been in effect, the system in Narrows?

A Since 1969, we turned it on in 1969.

Q How did you get that system?

A Purchased the Franchise from, I think the name of the company was Giles Cable TV. A fellow out of Bluefield, West Virginia purchased the Franchise and I purchased the Franchise from this gentleman.

Q Had he installed the system at that time?

A No, not at all, hadn't even put a footer cable in.

Q So, you bought the Franchise from him?

A Yes.

Q Had you actually had a Franchise when you started in the Town of Narrows?

A When I started constructing, I had the Franchise that was issued by the Town of Narrows. When I bought the Franchise I turned it over to the Town since it was only a very simple Franchise, a page-and-a-half Franchise, I turned it over to the Town of Narrows and then they came up with the Franchise.

Q Now, after you installed that system in the Town of Narrows, what was the first system that you installed;

was it at a certain area?

A No particular area; of course you can install in any portion but naturally when you get the head-in equipment in you start with your amplifiers from that point and then it's a progressive process from there.

Q Is the system the same now when you first expanded it as far as its size, the number of subscribers?

A I have at times extended out into other areas over the period of years.

Q What is that system now with regard to the size? How far does it spread, what sections of the Narrows' area?

A It would cover all the Town of Narrows up into areas out of the Town of Narrows that's called Montevista, out into the Blankenship addition; out Route 100, that is out of the Town; and also on the North side, the section over there that is out of the Town that extended into that portion.

Q Now, the first Franchise that's been introduced into evidence and referred to was the one with the Town in 1968 I believe; is that correct?

A That is not the first Franchise that was issued for the Town of Narrows nor the first Franchise that I owned for the Town of Narrows.

Q Yes, but the one they referred to was in 1968;

is that correct, or thereabouts?

A After the one I purchased?

Q Yes.

A That's correct.

Q And then there was another Franchise there, that was admitted into evidence, in 1976?

A Right.

Q What happened at that time? Did you ask for a new Franchise or - -

A That was when a rate increase was put into effect.

Q And the new Franchise was executed?

A Right.

Q Are you familiar with the Franchise and that's the Franchise that's now in effect, right?

A Right.

Q Are you familiar with the Franchise that sets the standards that you are required to deliver by the Franchise?

A Yes.

Q What is that standard?

A The basic standard is to meet the Federal Communications Commission's requirement.

Q Do you meet that requirement?

A Yes.

MR. CORNWELL: Your Honor, now I'm going to object. I would ask the Court - -

MR. GARDNER: Perhaps I was moving too quickly.

MR. CORNWELL: In the Ordinance, the Ordinance passed terminated Franchise for certain specific reasons and I think those specific reasons are the ones that we should discuss and not other aspects of the Franchise Agreement which is hardly relevant to those matters.

THE COURT: Overruled. I think this evidence may be relevant, too.

MR. CORNWELL: I ask the Court to take it under advisement to make the tie into the relevancy because the Ordinance has been introduced into evidence, it does not say a word about failure of Clear-View to do any technical or not live up to FCC technical problems.

It says three specific things and that's why the Franchise was cancelled and that's why we think that's relative to the issue.

THE COURT: You may have to alter it to the specific issues.

BY MR. GARDNER:

Q With regard to the requirement of the Franchise that you meet the FCC requirement, are you in a position to determine whether or not you're doing that yourself?

A Yes, very much so.

Q Do you have certain tests and certain means by which you can make these determinations?

A Yes.

Q To the best of your own determination, how does your system comply with those requirements?

A It not only meets but it exceeds those requirements.

Q Are there independent and objective means of making that determination?

A Yes.

Q Have you taken those steps?

A Yes.

Q How did you do that?

A Contacted an Engineer that follows this field and works with some of the largest Cable Television Systems in the Country.

Q And who is that?

A Steve Biro.

Q At your request, did he conduct an analysis

of this system?

MR. CORNWELL: With Counsel inquiring as to when this analysis was conducted, Counsel is going to object to anything that happened after the 15th of September.

MR. GARDNER: We're getting there.

MR. CORNWELL: Getting where?

THE COURT: You can do it on Cross Examination.

BY MR. GARDNER:

Q Mr. Anglin, did you request this Mr. Biro that you've mentioned to conduct an analysis of your system?

A Yes.

Q Is he here today to testify to that?

A Yes.

Q When did he conduct that analysis?

A I don't know what the exact date was; he will have to give you that exact date. I think it was around the 23rd of October.

Q This was a little more than a month after the meeting of Council?

A Right, I think that's close.

Q What changes had been made in the system in the last several years before Mr. Biro made his examination

in October of 1980?

A No changes.

Q Had you added any channels?

A Yes, we added five channels.

Q But, as far as the amplifiers, the antennas, the hook-ups, the wires and so forth; were there any changes within several years prior to that examination and prior to the meeting of Council?

A No.

Q Now, on September the 15th, I realize this is a matter that will be asking for your assessment, but what value did you place on your system in Narrows?

MR. CORNWELL: Objection, Your Honor.

THE COURT: Overruled.

THE WITNESS: Dollar-wise?

BY MR. GARDNER:

Q Yes.

A On the market at that time, somewhere in the neighborhood of 450 to 500 thousand dollars.

Q And how many subscribers did you have in the Narrows System as such?

A Roughly 950.

Q 950?

A Right.

Q Did that include both the Town of Narrows and the area surrounding, outside the Town in the County?

A Right.

Q Can you give me an approximation of how those figures break down as to approximately how many are in the Town itself and how many are in the County?

A I don't know, I don't normally work with those figures, but I would say two-thirds in the Town.

Q Two-thirds in the Town?

A Right.

Q All right, are those two systems intertwined, are they part of the same system?

A Yes.

Q If you turn off the Town System, what will happen to the County System?

A They will be without service.

Q Are they covered by the Franchise of the Town?

A No, they are not.

Q Now, Mr. Anglin, the Notice you received from Town Council, I believe you received that at your home, what did you read that to mean?

A That it was going to be a Session that we would explore the complaints of whatever subscribers would

be there and the complaints from the Council and hopefully that I would get some direct input as to some specifics.

Q Now, had you been aware that there were some complaints from the Town primarily through Mr. Heatwole prior to that time?

A Yes.

Q What effort had you made to meet and explore that?

A I had, on one particular occasion I went into his office and asked him for the names, telephone numbers, street addresses of those who had been complaining about the service because there was an article in the newspaper saying there was numerous complaints, and he didn't have a one.

Q Did he furnish you with any?

A No.

Q Has he ever furnished you with any specific instances of people, places and times, with complaints?

A Approximately a little over a year ago, a County meeting, I asked Mr. Heatwole and the Mayor if they would please get me the names and addresses of those that were complaining and I would go out personally and check it out; they promised me that they would.

We got, I think, either three or four days later, I think we got three names.

Q What did you do with these three names?

A We checked those out.

Q Now, Mr. Anglin, what other input do you have as to complaints and so forth about the service going off or problems with the service and so forth? What procedures do you have to meet that?

A We always have had, for many, many years, naturally an office there. Mrs. Carr, she was the secretary of the office, took the complaints.

In fact, she took whatever number, even if they called her at home.

Q How long was Mrs. Carr there?

A For ten years.

Q Was she employed by you?

A Yes.

Q Was this on a regular basis?

A Yes.

Q What were her hours?

A From nine to five.

Q Was the office open regularly?

A Yes.

Q Where is your office in Narrows?

A On Main Street.

Q How is that owned?

A I own the building.

Q You purchased that property?

A Yes.

Q What is Mrs. Carr's full name?

A Patsy Carr; Mrs. Eddie Carr.

Q And she worked for you for the first ten years?

A Right.

Q What was her responsibility as far as the complaints were concerned?

A To take the calls, correlate the calls because quite often numerous calls would come in and it would be just one trouble, and pass them on to the servicemen to go out and take care of them.

Q Is Mrs. Carr still employed by your office?

A No, she isn't.

Q Why is that?

A She became ill and had to quit work completely.

Q Now, who do you have working there?

A Mrs. Betty Wills.

Q Is she a full-time employee?

A Yes.

Q Have you had several people in that job since Mrs. Carr got sick and left?

A I believe that there was one between

Mrs. Carr and Mrs. Wills.

Q How many repairmen and servicemen generally are working for you right now?

MR. CORNWELL: Objection.

BY MR. GARDNER:

Q How many repairmen and servicemen did you have working for you in September, and let's be very precise, September the 15th and prior to that time of 1980?

A It varied from one to - - in this area?

Q Yes.

A It varied from one to three, and in fact I had as many as a dozen working in this particular area.

Q Do you do any of the service yourself?

A Yes.

Q Are you qualified to do that?

A Yes, I think so.

Q What has been your general experience in the service calls that you've made as far as the problems that have existed?

A The type of service calls vary from the lead wire being broken on the back of the TV set to a little puppy in the house chewing the cable in the back of the TV set, limbs falling on the cable outside; it's just a total

ramification of - - well, it's - - Appalachian Power Company has the power off and the entire area's out or a vehicle hit a post and the telephone pole knocked the power out, that and having to just go out and adjust the television set.

Seventy-five percent is adjusting the television set.

Q When you go out to the home to adjust the television set, do you make charge for it?

A We've never charged a penny.

Q Have you had problems with the system itself?

A Oh, yes.

Q Are you aware of any system that doesn't?

A None.

Q What sort of problems would you have in the system?

A Well, in Narrows and the adjacent area, probably 15 miles of cable and amplifiers all over this entire area and a lot of that area is dual-cable.

We have a lot of amplifiers out there that are electronic equipment and it's subject to failure. If it fails, we repair it.

Q Have you had any personnel problems?

A Oh, yes, yes; very much so.

Q What is your personnel approach and your

feeling about your requirement that you give prompt service and minimize the downtime; what efforts have you made to comply with that?

A Every effort possible; well, certainly it would be to my detriment not to do this. Even just on a subscriber basis we want to keep them all, we don't want to lose any of them.

We put forth every effort to get these calls as soon as possible.

Q If you give poor service, do you lose your subscribers?

A Yes.

THE COURT: Mr. Gardner, excuse me; we have a lot of witnesses that are penned up in rooms and it's very apparent that we'll not get to them before lunchtime, so let's excuse them for lunch.

(Thereupon witnesses were excused for lunch)

THE COURT: You may proceed; thank you.

BY MR. GARDNER:

Q Mr. Anglin, do you keep any Log or specific record of complaints as a company policy?

A We only keep those until the trouble is

cleared out.

Q And I believe you testified previously, you don't charge for any service calls or any adjustments so there's no billing involved in them, is there?

A That's right.

Q I just want to go back just a little bit, what particular problems, if any, do you encounter in the Narrows Community with regard to service problems, factors that contribute to service problems that may not be true elsewhere?

A Well, of course vandalism has been quite prevalent here but as far as equipment, there's no particular problem that we encountered here.

Q I think one of the things, there's some indication people have complained about shadows.

A Well, the same pictures as far as the shadows is concerned and I'm sure that they're referring to Channel Six on that, they get the same picture here as they do in Pearisburg, same as they do in Ripplemead; it comes off the antenna and it doesn't change.

Q Is there anything in the particular area?

A Yes, very much so; it's a reflection off the mountains and the hills around here.

Q Is that unique to this area?

A It doesn't just have to be a hill, they get the same thing in Chicago and New York off buildings, and this changes with weather.

You can get your antennas to phase it out today and tomorrow the weather has changed and it's reflected from a different angle and it's back in there.

Q Now, from time to time have you discussed these problems and some of the criticism from the Town with the Town Officials?

A Yes.

Q Have you explained these things as best you're able?

A Yes.

Q Who did you talk to mostly about it?

A I talked to Mr. Heatwole and I talked to the Council, not to any particular individual except one particular occasion I was over at Mr. Ragsdale's house and we discussed this in detail.

Q At any point did you and Mr. Heatwole meet with someone that he had arranged to evaluate the system on behalf of the Town?

A Yes.

Q When was that?

A I don't have that date in my memory.

Q Approximately; was it several years ago?

A Yes, probably 1975, I guess; I don't recall that particular date.

Q After that examination was completed by this person, did you ever hear from him again?

A Yes, I received a letter from him.

Q And what was the purpose of that?

A He wanted to buy my system.

Q Were you interested in selling it?

A No.

Q Mr. Anglin, there are a lot of documents here before the Court that relate to this action that was taken on the 15th of September and the Ordinance that was passed and so forth.

You've testified previously that you are experienced in installing these systems and so forth, are you not?

A Yes.

Q If you turned off your system today, how long would it be before another system could service those people?

MR. CORNWELL: Objection, I don't think he knows, Your Honor.

THE COURT: He can answer.

THE WITNESS: Well, I've installed several hundred miles of cable and it is my estimation that it would run anywhere from six to nine months before the area could be, before the agreements could be taken, the necessary permits, and the Cable Company come in and amplifiers be delivered, and all this be installed - -

BY MR. GARDNER:

Q Are you willing to compete head-to-head with any other company?

MR. CORNWELL: Objection, that's irrelevant.

THE COURT: Sustain the objection.

BY MR. GARDNER:

Q One final question, Mr. Anglin, just as to the system as it existed on September the 15th; were you satisfied, and is it your testimony that it met or exceeded all the standards of the FCC at that time?

A Yes.

Q And is there any such thing as a perfect system?

A No.

Q Is there one available that you could buy

at any price?

A Not available.

MR. CORNWELL: Objection, Your Honor.

THE WITNESS: Not available; never been built.

MR. GARDNER: Answer Mr. Cornwell's questions, please.

MR. CORNWELL: Your Honor, my Cross Examination is rather lengthy. I suggest we go to lunch and come back.

THE COURT: Let's go on for a few minutes.

CROSS EXAMINATION

BY MR. CORNWELL:

Q Mr. Anglin, I believe the Town of Narrows issued a subpoena duces tecum against Clear-View Cable Company, Incorporated for its records of complaints received and/or correspondence with persons of Governmental Agencies concerning the operation of the Narrows System.

I was informed by your Counsel that you don't have any such records; is that correct?

A We don't have records of the complaints; that is correct.

Q Do you have records of correspondence

concerning the system?

A We don't have it; when you say correspondence in the system, are you speaking of all the correspondence pertaining to anything in the cable?

Q I said correspondence with persons of Governmental Agencies concerning the operation of the Narrows System.

I believe that was the wording of the subpoena.

A Well, see, the subpoena wasn't issued to me and it was delivered to the Narrows' office.

Q I understand.

A But it was repeated to me over the phone and I didn't know anything about any Governmental Agencies. I do have that with me, I didn't know it was part of it as far as - -

Q You have the correspondence with you?

A Yes.

Q May I see that, please?

MR. GARDNER: Your Honor, first of all the subpoena was delivered, when, yesterday or the day before?

THE WITNESS: Yes, I heard of it yesterday morning, something like that.

MR. GARDNER: And it's a shotgun-type fishing expedition that is, I think, an attempt to sort of rifle through their records.

We've delivered in good faith as best we're able to all of the pay vouchers and they're sitting on Mr. Cornwell's desk, even though I did not receive a copy of the subpoena, none of the Counsel has.

THE WITNESS: I got a call about it.

MR. GARDNER: I don't think he should be held by the criticism that he didn't comply with the subpoena and that nobody has seen it yet.

MR. CORNWELL: Your Honor, I don't know how they can object to a subpoena. Before the subpoena was issued, I informed Mr. McCarthy that I was going to have the subpoena issued and what it was going to cover.

He didn't object to me at that time.

MR. MCCARTHY: I heard the afternoon before it was put under the door that it was coming and we certainly haven't had time to gather the documentation for it at that time.

THE COURT: Let me suggest that you, if you can, proceed on the Cross Examination on some other line, and we may have to discuss this subpoena.

I'm not aware of that, I didn't know one was issued.

MR. CORNWELL: Well, I discussed that with Counsel to see if it was going to be objected to and I was told there wasn't one.

THE COURT: You may have to have a hearing on that.

BY MR. CORNWELL:

Q Mr. Anglin, over the period of time since 1972, have you had correspondence with the Town of Narrows' Officials concerning this system?

A Yes.

Q Do you recall any of that correspondence, sir?

A I recall some letters from Mr. Heatwole setting forth his evaluation of channels; yes.

Q Do you recall responding to that correspondence?

A I responded to that by checking it out either personally or having my men check out the stations that he had a certain complaint about.

Q Did you respond in written form to Mr. Heatwole?

A No, sir; I responded in action.

Q You responded in action, not in letter form?

A That's right.

Q And you have no records of any complaints that were received by you during this period?

A What I did, after getting this request yesterday, because I had my full day of work planned, I planned what I could do probably in two days, and I reached into my files and brought out three or four files of letters and I have those with me.

I don't know if you need to go through them and the Court feels it's necessary, I have no objection for you to go through them but at the late date I didn't have time to go through in trying to pull any specific letter out.

Q In the correspondence that you had with Mr. Heatwole, do you remember any specific action being requested by him and/or specific response being requested by him?

A He gave certain general statements as to what the problem was as to whether a picture was fair or good or what he thought was wrong with it; and I did check those out each and every time, they were checked out.

Q Did you respond to his letter as saying, "I checked them out and found this, that and the other thing"?

A No, sir; I didn't. After going into his office and he wouldn't give me any names or telephone numbers or street addresses of the numerous complaints that he said

he was getting, I just went straight to the lead-in and checked it out, checked out on the line to see if it was -

Q You're talking about one specific instance; I'm talking about numerous instances since 1972.

A We had checked numerous instances.

Q But, you never responded to his request in writing?

A No, sir; I'm too busy; I checked the system.

Q Too busy. Am I correct, sir, in saying that you were quoted, I want to know if you were quoted correctly in saying in particular about the Narrows' Officials that you, and I'll read the quote, "I don't have time to hold their hands and I don't want to be a pen pal with them".

Did you say that, sir?

A That is correct.

Q Is that your attitude toward responding to complaints of the citizens of the Town of Narrows?

A No, sir; this was only said - - that's not it. I'm saying that we have a telephone in the office and the City called; in checking back far enough you'll find - -

Q But you have no records of any complaints that anybody called?

A If you check back far enough, the newspaper article that Mr. Heatwole requested if anybody was having

trouble to call him. But, they have our number to call the office. Everybody, each and every person that called the office and had a complaint we checked it out for them.

And, after numerous times and in talking with Mr. Heatwole and trying to get some information from Mr. Heatwole so my servicemen could go down and talk with him, we found that was useless so we depended on our subscribers on giving us the necessary complaints that we followed up on.

Q And am I correct in saying that there were periods of time when your telephone number was inoperative?

A That the office was inoperative?

Q Yes.

A Oh, yes; we've had, whoever it was would complain to the Telephone Company about it and they came out and fixed it.

Q Was there periods of time when there was no listed number?

A From the very beginning we had a telephone there in the office.

Q Then, there were no periods of time in which it was not a listed number that someone could call and complain?

A Well, we put a number on the Time and Weather

Channel. The only period of time would be the period of time they installed the telephone, from the time they got it in.

Q Do you recall when that was?

A It would have been in the beginning. We have had the same telephone number all the time.

Q So, since 1968 or '69 you have had a telephone working if someone would call and complain to with no interruptions in that except for telephone problems?

A No, I didn't say that.

Q Except for telephone problems?

A No.

Q The interruptions in the telephone numbers with the telephone problems were when the telephone was down? You never did have a time when you yourself didn't have a telephone?

A I don't follow you; I had a telephone ever since I went in business.

Q Okay, that telephone was in existence from 1968 or '69 to September 15th, 1980 and there was no interruption of that telephone service except for normal telephone-type problems.

But, I mean you didn't discontinue that service at any time during that period?

A Didn't discontinue my telephone service?

Q Yes.

A Not that I recall.

Q All right, sir; is your office open on Saturdays and Sundays?

A No.

Q Before September 15th, 1980, was it?

A No, it wasn't.

Q How are complaints or messages taken during that period of time?

A On a Phone-Mate Recorder.

Q All right, sir; and how often are those recordings checked, to your knowledge?

A We don't have a - - they're not checked at a particular given time. We have beepers that our men use from the home to call the recorder to get it to play the numbers back, or calls back.

Sometimes they check by the office and see if there's anything in there.

Q Do I understand you saying that if a person's service were to go out at seven o'clock Friday night, he would call your office - - this is before September 15th, 1980, of course all of this is before that - - he could call your office and he would get the tape recording?

A That is correct.

Q Let me ask you this sir: During the period of time, 1968 and '69 to September 15th, 1980, was there any period of time when you did not have a serviceman serving the Narrows System?

A No.

Q Was there any period of time in which you did not have a serviceman residing in or around the Town of Narrows?

A Yes.

Q How long a period of time was that, sir?

A I would have guessed, probably, say, two, maybe two or three months.

Q One period of two or three months?

A I would have to check back in my records to see who I had employed at the time.

Q You testified so far without your records; you seem to have a good memory. I was wondering about your memory as far as this; one period of two to four months is what you remember?

A That is what I recall at this particular time because I know the serviceman that was coming over.

Q And you say you are familiar with the FCC Standards, you have test equipment that you can test according to the FCC Standards?

A Yes.

Q Where is that test equipment?

A I have the test equipment in Martinsville.

Q When was the last time it was in Narrows before September 15th, 1980?

A Well, it doesn't have to be in - - I have the test equipment that tests out the amplifiers. Your question is, do I have that test equipment. I do have that test equipment.

Q In Martinsville? When was it in Narrows?

A This particular test equipment that I have hasn't been in Narrows.

Q Is that the only test equipment you have?

A I have test equipment in all my vehicles with all my men.

Q That can test that the signals broadcast meet the FCC Standards?

A This is equipment that I have.

Q That test equipment has never been in the Town of Narrows?

A That's right.

Q But you are sure that your system complies with the FCC Standards?

A That's right. See, I don't do my testing,

I have others do the testing.

Q Where do you get your equipment rebuilt, sir?

A Beg pardon?

Q Where do you get your equipment rebuilt?

A By amplifiers out of align; is that what you mean?

Q Any equipment that you have, that you have rebuilt.

A I used to do that up until September of '76 at my Service Shop that I had at the Radford operation. I did all, practically all my work at that time.

Since that time, after I sold the system, John Shumaker, the Chief Technician in Martinsville does this in Martinsville and that is where my test equipment is.

Q What is the average time that an amplifier can be rebuilt in?

A I don't rebuild, I repair them.

Q I thought you just said you had a gentleman rebuild them.

A You don't rebuild, you repair.

Q How do you repair?

A Just like you do a television set or a radio or any of those things; if a part is bad you replace it and

realign it.

Q How would you repair an amplifier?

A Most of them were put in in '69, '70.

Q How old are they; 11, 12 years old?

A Right.

Q How long has that equipment - - strike that.

During the time that your equipment has been in the Town of Narrows, were there periods in which the cable and other parts of the equipment were left lying on the ground for extended periods of time and in other ways not protected?

A There was a time when the river got up over here and a tree came down by the river and tore my cable down. It was on the bridge for a while; yes.

Q How long?

A Several months.

Q Was it over a year, does that sound like it?

A It's possible.

Q How was it secured to the bridge?

A On the bridge, it was secured at each end.

Q Were you informed of this problem by Mr. Heatwole?

A I knew of it.

Q Were you informed of it?

A I was informed of it; yes.

Q You say the water was up so that you could not repair it by going on this bridge?

A I beg your pardon?

Q You say the water was up so that you couldn't go back underneath the bridge and you couldn't repair it?

A No, sir; I didn't say that.

Q Why couldn't you repair it?

A I said the water came up and the tree came down and limbs and the roots and all tore the cable down.

Q Why did it take over a year?

A Just one of those things, we just didn't get around to it; it didn't affect the service and we, it was just one of those things; put out the biggest fire.

Q Are there a lot of things that Clear-View Cable TV doesn't get around to?

MR. GARDNER: Judge, I would say it would be difficult to make an intelligent answer to a question that specific with that lack of specificity.

I would object to it; I don't know of any way he can answer it.

MR. CORNWELL: I think he's given his opinion on Direct; he can give it on Cross.

MR. GARDNER: Are there a lot of things that Clear-View Cable doesn't get around to; do I

understand the question correctly?

MR. CORNWELL: Yes.

MR. GARDNER: I would object to the question.

THE COURT: Can you be more specific?

MR. CORNWELL: Yes.

BY MR. CORNWELL:

Q Are the subscribers in the Town of Narrows who requested you to move their equipment but you have not, saying, "Not removed it for a short period of time"; but I'm talking about a period of time extending four or five months.

A Removed their equipment?

Q Yes; disconnect them.

A Well, when I say disconnect, a disconnection is done at the pole. We've had 12, I checked with the office a few days ago; we've had 12 people to request that their cable be removed.

We have removed, I don't know how many; we have removed some. One particular customer removed his own cable.

Q I'm talking about prior to September 15th, 1980.

A I don't recall any.

Q Have there been customers that requested installations of cable and Clear-View has taken the cable to them and left it laying on the ground for extended periods of time, up to a year, without installing it and having it on the ground?

A We have had quite a number of situations, in fact we just put in one yesterday that a fellow asked us to lay it on the ground and he would put it in.

Q Have you had requests to install your cable in the ground and you've taken it and laid it on the ground and left it there for extended periods of time?

A This is possible, I can't go out on every service call.

Q Have you personally received complaints at your house in Martinsville about TV service being interrupted in the Town of Narrows?

A Oh, yes.

Q How many have you received over the period?

A Impossible to tell you.

Q How often a week do you get a call?

A Impossible to tell you.

Q Do you get more than one call a week?

A It goes for months and I don't get any calls, there's one particular person in Narrows that has called me

more than all the others put together.

Q How many calls did you receive when the two years of the Superbowl went out in the Town of Narrows on the Sunday of the Superbowl?

A I couldn't tell you, sir.

Q A lot of them, I suppose. Are you familiar with Mr. David McCorkin?

A Yes.

Q Was he an employee of Clear-View Cable TV, Incorporated prior to December 15th, 1980?

A I would have to check my records on that, Mr. Cornwell. He has worked for me; over what period of time he worked for me I couldn't tell you.

I think we have those records on your desk, sir.

Q What was the name of the person who worked for you? You said that Mrs. Carr was there for approximately ten years and Mrs. Betty Wills worked for you; what was the name of the person that worked in between?

A Mavis Eastburn, I believe is her name.

Q And I believe your testimony is that 75 percent of your calls are to adjust the TV, that there is nothing wrong with the cable on those calls?

A That's correct.

Q Mr. Anglin, what is Clear-View Cable TV's gross income on the basis of a three-month period in the Town of Narrows? Can you give me an estimate?

A My wife keeps that information, she would have it.

Q You don't have any idea at all?

A I don't keep the bills; I take care of the outside work, she takes care of all the rest.

Q You don't know how much the gross income is; so I take it you don't know how much the net is?

A Right, she takes care of that; if you want an accurate statement on that, ask her.

(Off the Record discussion)

BY MR. CORNWELL:

Q Mr. Anglin, I take it you have personally worked on the system yourself?

A All the time.

Q You've been up on the poles and examined the system and so forth?

A Correct.

Q And I'm speaking of the Town of Narrows, now; what is the spacing between your amplifiers on the poles?

A The spacing between the amplifiers?

Q Yes, sir.

A There's two spaces normally; the maximum spacing, there's 1850 feet on the Theta-Com unit if you don't split the trunk line in between and if you split the trunk line, you drop down to 1650 feet.

Then, the amplifiers - - are you speaking just of the amplifiers in the Town of Narrows?

Q Yes.

A All the amplifiers in the Town of Narrows are Theta-Com and Kiser Theta-Com and that is the manufacturer's recommended spacing.

Q How old is this equipment?

A It was put in in '69 and '70.

Q And it has been repaired over the years?

A It has been updated every year; every time something comes in for repair, it's updated.

Q I see. Has any of it been replaced by newer amplifiers?

A By new models of the same type, same configuration, same material.

Q I believe in the Hearing previously before the Court, you testified about some problems with Appalachian Power Company. Do you have a problem with Appalachian Power Company?

A We have electrical interference as we do in all systems all over the Country, but Appalachian Power Company has worked with me in an excellent fashion except the times that they don't have the equipment, the particular type of equipment.

Q It's not a substantial problem then?

A Right.

Q What is the recommended distance off the ground for your cable, is there one?

A What?

Q Is there a recommended distance off the ground for the cable?

A Where are you speaking of?

Q On the poles.

A Out through a field, over a stream, across a yard?

Q I'm talking about the streets and alleys of the Town of Narrows.

A The National Safety Code calls for 18 feet over the street.

Q Are all your cables strung that high?

A No.

Q Do you believe that would cause a dangerous situation?

A Well, there probably is a large percentage of Appalachian Power Company cables and telephone cables the same way.

Q Do you believe it would pose a dangerous situation?

A No, I don't.

Q The National - - what was the organization you just mentioned?

A The National Electric Safety Code.

Q So, the Safety Code believes it should be 18 feet over?

A Some places it isn't 18 feet; right.

Q Some places is it lying on the ground unattended and uncovered?

A If you know of any, I would like to know where it is.

Q To your knowledge, it is not?

A No.

THE COURT: Mr. Cornwell, can you make a mental note where you are in your Cross Examination, put a check mark there and we'll take a break now for lunch and come back at 1:30.

(Thereupon Court recessed at 12:30 for the lunch break and reconvened at 1:30 P.M.)

THE COURT: Are you ready to proceed?

MR. CORNWELL: Yes, sir.

BY MR. CORNWELL:

Q I'd like to ask you a couple more questions, please, sir. I was a little curious about the value that you placed upon your system. I believe it was \$450,000?

A To a half-million; yes, sir.

Q Is that for the system in the Town of Narrows?

A Yes, sir.

Q Just in the Town of Narrows?

A Well, that and surrounding Narrows, excluding Pearisburg.

Q Is that the value of the equipment or the system as an operating system?

A On today's market, as an operating system.

Q What is the value of the equipment, do you have any idea?

A In what manner do you mean? Do you mean if it was taken down or we took it down or someone came in and took it down; I don't know, what range are we speaking of?

Q What is the value of the equipment as it stands on the poles?

MR. GARDNER: Your Honor, let me ask, for my

purpose, is this for price replacement value or used value or salvage value?

THE COURT: I think you're asking him just to attach a value.

MR. CORNWELL: Attach a value to the system, just attach a value to the equipment.

THE WITNESS: Well, the equipment actually has, it's almost depreciated out so a book value, it would be almost down to zero.

BY MR. CORNWELL:

Q So, you have depreciated that since 1968?

A Sixty-nine.

Q Sixty-nine?

A Right.

Q Now, you made another statement, sir, something about the County residents being out of service if the Town of Narrows cancelled the Franchise; it's only because you ran your cables through the Town of Narrows, is that correct?

You could circumvent the Town of Narrows and still serve all the residents around the Town.

A That isn't practical.

Q Well, you could.

A It's not practical; there's no way; you'd lose money; nobody would do it.

Q So, you lose money; so, that would be the reason why you would not do it?

A Well, it's not practical.

Q Now, the Pearisburg and Narrows System are tied together but the cutting of the Narrows System, I take it, would not affect the Pearisburg System?

A That's correct.

Q It would not affect Pearisburg?

A Right.

Q Now, Mr. Anglin, you had a chance to appear and you did appear at this Public Meeting on September the 15th; is that correct?

A That is correct.

Q Was the opportunity given to you to make statements and answer questions and say anything you wanted to say?

A Yes.

Q And you did that, did you not, sir?

A To a limited point; yes.

Q Well, you did say whatever you wanted to say at the Council Meeting?

A I answered most of the questions, made certain

remarks, answered questions; yes, sir.

Q I believe the Transcript that your Counsel introduced in this case shows that after every participant's testimony or statement you were specifically asked to make comments; is that correct?

A That's correct.

Q And you were also asked at the beginning of the Public Hearing if you wished to make comments and at the end.

A At the beginning; I'm not so certain on the end.

Q But nevertheless, you participated fully in that Public Hearing?

A Yes.

MR. CORNWELL: All right, sir; thank you.

MR. GARDNER: Just a few questions.

REDIRECT EXAMINATION

BY MR. GARDNER:

Q Mr. Cornwell asked you about your participation in the Public Hearing. Prior to the Public Hearing, all you had received was that one-page Notice; is that correct?

A Yes.

Q Were you provided with any information prior to the Hearing about any specific charges or given any specific names or circumstances that would be presented by Council or by Mr. Heatwole or by Mr. Cornwell or whomever?

A Not one.

Q And the first you knew about many of these things were as they came up at the Hearing, is that correct?

A Right.

Q Did you receive any specific information at the Hearing that you followed up on?

A There were those there that said that they was from the Town, that they spoke of the troubles that they were having, but they wouldn't let me go out to the house and check it out.

I told them I'd go personally and two came but they was from the County.

MR. GARDNER: I don't have anything further.

RE CROSS EXAMINATION

BY MR. CORNWELL:

Q Mr. Anglin, after you received the Notice, did you contact any member of Town Council or any Town Official in any way to determine what this Proceeding was about or

what was going on?

A No, sir; I had had several years of experience in trying to get some specific information out of Town Hall; names, locations, and problems; I never have been successful except for the three names that I got about a year ago.

Q Well, now my understanding is, Don Richardson, the Mayor's name, was signed to that note; do you remember that, sir?

A Yes.

Q Did you contact him to find out?

A No.

Q Had you had any problems with him previous to this?

A We have a procedure set up at the office that if somebody's having trouble they call the office and my men take care of it and if it's a problem they can't take care of, I request them to call me or our Chief Technician that I have.

Q Is that the answer to the question?

A I beg your pardon?

Q Did you contact Mr. Richardson to find out what the meeting was about?

A No, I didn't contact him.

Q So, you contacted no one?

A I talked - -

Q You contacted no one to find out what the meeting was about?

A Well, I took the Notice, there was a Legal Notice and I felt that whatever the meeting was about should be in there.

Q Did you take your Notice to your Attorney to request his assistance?

A No, I didn't take it to my Attorney.

MR. CORNWELL: Thank you, sir.

(Witness excused)

MR. GARDNER: I call Mrs. Anglin, please.

THELMA WRIGHT ANGLIN

was called as a witness and after having first been duly sworn to tell the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. GARDNER:

Q State your full name, please.

A Thelma Wright Anglin.

Q And Mrs. Anglin, you may have to speak up a little louder so Mr. Cornwell can hear you, all right? Where were you born?

A In Patrick County.

Q And where did you grow up and go to school?

A In Patrick County, then my high school years were spent in Martinsville, Virginia.

Q You're married to Mr. Anglin, are you not?

A Yes.

Q How long have you all been married?

A Thirty-two years.

Q Where do you live?

A 1122 Corn Tassel Trail, Martinsville.

Q Who are the owners of Clear-View Television?

A Incorporated?

Q Incorporated.

A Mr. Anglin and I own 95 percent of the stock, my brother Clarence C. Wright owns five percent of the stock.

Q What has been your role in the business from the outset?

A To work with the girls in the offices and to assist in any way that I can be helpful.

Q Now, the testimony is that Mr. Anglin was involved in the construction and the mechanical parts,

climbing the poles, stringing the wires and this sort of thing; did you do any of that?

A No, I did not.

Q You were essentially working on the inside?

A Yes.

Q And where is the main office for your Cable System?

A This is located at 16 Starling Avenue in Martinsville, Virginia.

Q Now, have you had an office here?

A Yes, we have.

Q And there was some question about telephones. To the best of your knowledge, have you had an active telephone here since you've been in Narrows?

A From September of '69, to the best of my knowledge; I've never known of any time except maybe there has been a few times that the secretary may have reported that someone could not call in, they could call out or they could not call out or someone could call in and we couldn't hear or - -

Q It was supposed to be there anyway?

A Yes, sir.

Q Now, who was in charge of this office for the bulk of the time that you've been here?

A We had an excellent secretary and girl there which is Patsy Carr.

Q How long did she work in the office?

A She was with us from September of '69 to the latter part of April in 1980.

Q So, over ten years?

A Yes.

Q Where did she live?

A She lives in Ripplemead, here next door to Pearisburg; Ripplemead, Virginia.

Q Why is she no longer with you?

A Mrs. Carr is ill at this time.

Q And is she even ill today?

A Yes, she is.

Q What sort of illness does she have?

A She's had surgery and she is, she had a malignancy; cancer.

Q Okay, how did she carry out her job during those, more than ten years?

A I was very pleased with Patsy's work. She was very competent, she was always there, she was very dependable; to the best of my ability, she was very good.

Q What were her general responsibilities? Did she deal with the public, with coordinating the various

services and so forth?

A Yes, she did; she took the telephone calls, she took the calls in for installation, for disconnections, information when people were moving out of town, when they were moving in, she did the charging, she worked the Ledgers and she sent the statements out.

Q All right.

A The actual bookkeeping was not done in this office.

Q Now, you do the bookkeeping?

A I do some; we have a bookkeeper, too.

Q But, that's the area you work with primarily?

A Yes, sir.

Q Mr. Cornwell had asked something to do about the gross and net of the system. Can you give an approximation of the monthly gross, if this is of some interest to him?

A Yes, sir; I certainly can; for Narrows only it's around \$5,500.

Q Per - -

A Month.

Q - - month?

A Yes. I don't have those figures in front of me right now but I remember we have 758 subscribers in the Town of Narrows as of September, September the 30th and 908

is the entire system.

As of December the 30th, we had 959 overall.

MR. GARDNER: I have no further questions;
answer Mr. Cornwell, please.

CROSS EXAMINATION

BY MR. CORNWELL:

Q Mrs. Anglin, do you have a building in
Narrows?

A Building; yes, sir; in fact, I have set up
the office there.

Q How long have you worked in the office?

A From - -

Q In Narrows?

A - - from the date go, from 1969.

Q Were you daily in the office in Narrows?

A Yes, sir; I've been in the office many times.

Q No, you misunderstood my question. My
understanding was you worked in Martinsville.

A That is our home office and I live there;
yes, sir.

Q Did you work in the Narrows office along with
Mrs. Carr?

A If you mean before 1969; no, sir. I've been up from time to time and I stay in the area two or three days at a time and worked with her; yes. I may have spent a week from time to time because we still maintain an apartment in Radford so we'll be closer to the area here.

Q So, you've testified about what Mrs. Carr did, but you weren't there on a day-to-day basis; you really don't know.

A Yes, I am.

Q You really don't know other than what you were told.

A No, I'm sure she did that because I worked behind her.

Q You didn't know what she did on a day-to-day basis.

A Yes, sir; because she sent in weekly reports.

Q Did she send in reports with how many complaints she took?

A No, that was not the - -

MR. CORNWELL: All right; thank you.

MR. GARDNER: Does the Court have any questions?

THE COURT: No.

(Witness excused)

MR. GARDNER: I call Mr. Biro.

STEVEN I. BIRO

was called as a witness and after having first been duly sworn to tell the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. MCCARTHY:

Q Would you state your name, please, sir?

A My name is Steven I. Biro.

Q Where were you born, Mr. Biro?

A I was born in Hungary.

Q Where did you get your education?

A Back in Hungary, in Budapest, and I got a Master's Degree in Engineering at the Technical University of Budapest.

Q Did you have any particular specialty in Engineering?

A Yes, I was lecturing at the University as an Assistant Professor about Radio Receiver Antennas and Wave Propagation.

Q Would it be fair to say that your Master's

was in Electrical Engineering?

A Yes, indeed it was.

Q When did you come to this Country?

A 1957.

Q What has been your profession since you've been in this Country?

A I was working as an Electronic Engineer first in the Space Industry, and since 1965 in the Cable TV Industry.

Q So, you've been in the Cable TV Field for about 15 years?

A Sixteen years.

Q That's almost since the beginning of Cable TV, isn't it?

A It's a long time.

Q Are you familiar with the FCC Standards for quality of Cable Television Systems?

A Yes, I am.

Q Are you familiar with systems of the size of Narrows in Virginia, Cable TV Systems?

A Yes, I am.

Q What systems are you affiliated or connected with in regard to this?

A As Consulting Engineer, I visited and tested,

checked out many, many systems the same size of Narrows and Pearisburg, Virginia; many in this State, quite a few in this State.

Q Could you tell us some that you have?

A Just naming a few; Harrisonburg, Virginia, Madison Heights, Danville, Virginia; just to name a few.

Q Are you familiar with the system in Narrows, Virginia?

A Yes, I am. I have been here, I have visited or checked out this system twice.

Q When was the first time that you saw the system in Narrows?

A In 1975.

Q What was your reason for evaluating that system at that time?

A I was hired by First Mark Finance Company, which is a financial lending institute, before the system was purchased by Mr. Anglin.

I did the technical evaluation, or you may call it the engineering appraisal of the Cable TV System.

Q And when was the last time you have seen this system?

A That was last year in October.

Q In October of 1980?

A 1980.

Q What was the reason for your checking this system at that time?

A I performed the Annual FCC System Performance Testing.

Q And I believe you rendered a report - -

A Yes, I prepared a report.

Q - - with regard to the Performance Testing? This is the report that you've rendered, the Annual FCC System Performance Testing of the Pearisburg and Narrows, Virginia Cable TV System.

A That is correct.

MR. MCCARTHY: Your Honor, we would ask that this report be admitted as Clear-View's Exhibit, and we'd get into the report.

MR. CORNWELL: Your Honor, we, of course, would object to that. The evidence is that the report was made and the investigation was made in October of 1980, more than a month after the actions of Council on September 15th, 1980.

This gentleman testified that he examined the system in 1975. I think he can testify about what he found in 1975, but as far as anything after September 15th, 1980, and that's the actions that

we're talking about as far as Council is concerned and as far as the Franchise is concerned; and any actions after that are irrelevant and immaterial and we strenuously object to any statements or of trips to the vicinity in October.

MR. MCCARTHY: Mr. Anglin testified that from September 15th to the date that this report was, that there had been no changes in the system.

THE COURT: That's the Court's recollection; there was no changes except some channels had been added. Now, whether there were any material changes or whether or not his appraisal can get to the conditions of that system, taking into account the addition of any channels; if we do that, I think it would be admissible, otherwise you may be appraising a different system.

MR. CORNWELL: Exactly.

THE COURT: You might lay some proper groundwork.

MR. CORNWELL: The point I'm getting across is the actions of Council taken on September 15th were based on what happened before then and based on, you know, based on all the things going before that.

This gentleman examined the system in October and I think we're bound by this 15th date.

THE COURT: Well, October is very close in time, I don't think the Court has any particular problem with that; but I do have a little bit of a problem with the fact that additions had been made to the system and you might inquire as to whether or not you can appraise that taking that into account.

MR. MCCARTHY: Your Honor, we will also be glad to put on Mr. Hester, from the system, to show there have been no material changes in the system.

THE COURT: All right, you may proceed.

MR. CORNWELL: You overrule my objection?

(Thereupon the Performance Report was marked as Clear-View Cable TV's/Defendant's Exhibit Number B and entered into the Record)

MR. MCCARTHY: This copy of the report, I'll return it to Mr. Biro so that he may refer to it.

BY MR. MCCARTHY:

Q Mr. Biro, in layman's terms, could you tell us what you found and what is shown in your report?

A Well, the FCC Technical Standards require the performance of many, many tests and measurements, checking several performance parameters of the CATV System.

What the FCC Technical Standards try to prove is not to appraise the performance of the CATV System by judging only the picture but by conducting, I may say, scientific measurements with certain types of instrumentation where you can get objective test results which meet or exceed the FCC Technical Standards or may not meet the Technical Standards.

In this case, as I've stated on the last page or whatever page in my report, that as a result of the onsite test and measurements, the system met or exceeded the Technical Standards as set forth in Part 76 of the Federal Communications Commission Standards.

Q Do you test all facets of the system?

A Mainly the test comprises two phases; one test performing the antenna size, which includes certain measurements checking out to be receivers or signal receivers, checking the frequency accuracy of the signals including the satellite signals; the second phase of the FCC System Testing concentrates on the system, what we call the Keyhole Plan or Signal Distribution System.

According to the FCC Testing requirements,

this system should be tested at least at three locations, one of them should be what we call the longest cascade, which means the highest number of amplifiers counted between the antenna and the test location.

As a matter of fact, the combined system or the Cable Plan was not tested in three locations, we performed five test locations just to be sure that everything is all right.

Q Did you check the Northside?

A Yes, we performed two tests in Narrows. One was at the corner of Hopkins Street and Cumberland Avenue, the other test site was at the so-called Blankenship Addition and Route 702, Number 2008-41.

Q Did you use both testing devices and a monitor or a television set?

A Yes, I used the necessary instrumentation to check the parameters of the system and also used a monitor receiver which happened to be a color receiver, a Sony, 15-inch screen diameter monitor receiver which I would add was actually beyond the FCC requirements, just to ascertain that the pictures were indeed of high quality and of high technical standards.

Q How did the picture compare or how did the reception compare to other systems in the Southwest Virginia

area that you're familiar with?

MR. CORNWELL: I'm going to object at this time and the reason I'm going to object is because the gentleman said he tested the system five times; twice in the Town of Narrows, so I read his report and I see it's only one test in the Town of Narrows.

THE WITNESS: No.

MR. CORNWELL: And I believe, sir, that the Elankenship Addition is not in the Town of Narrows. If he can testify to what he saw at that one site, but if he testifies how all these five sites compared to the system somewhere else, I think we're out of the ballpark.

There's one test performed in the Town of Narrows.

MR. MCCARTHY: We're talking about an indication of the entire system that was evaluated at the time and there were several checks made in the Town of Narrows, I believe.

MR. CORNWELL: There is one according to his record.

THE WITNESS: The only thing I can say is my report says Location Number One, Hopkins and Cumberland Avenue.

MR. CORNWELL: That's in the Town of Narrows.

THE WITNESS: Okay; Location Number Two is
Route 702 - -

MR. CORNWELL: Blankenship Addition.

THE WITNESS: Yes.

MR. CORNWELL: It's not in the Town of Narrows.

MR. MCCARTHY: It's part of the system.

MR. CORNWELL: We're just talking about the
Town of Narrows; he's talking about five tests he
did.

THE WITNESS: The other three locations - -
you see we're talking about a Cable TV.

MR. CORNWELL: Where are we talking about it?

THE WITNESS: Okay, you have it right here:
Page Number Seven, Ingram Village, Maple and Center
Street, Lincoln Street and Route 460.

MR. CORNWELL: Where is that?

THE WITNESS: That's also in Pearisburg.

MR. CORNWELL: Where is the other one?

THE WITNESS: I'm sorry, I made a mistake;
four locations.

MR. CORNWELL: Only one in the Town of
Narrows; Judge, I think we're testifying about the
Town of Narrows.

THE WITNESS: I'm sorry, I was told - -
look, I'm an outsider.

MR. CORNWELL: I'm not upset with you.

THE WITNESS: In my report I was to this
location, Blankenship Addition, and told this was
representing the longest cascade of the Northside
of Narrows and we made a test for that purpose because
there were some complaints there.

I'm sorry; that's what I did. I cannot
add anything else.

BY MR. MCCARTHY:

Q Mr. Biro, in looking at the longest cascade
fall from the head-in site, in other words, the line with the
most amplifiers on it - -

A Yes.

Q - - these amplifiers come through the Town of
Narrows; is that correct?

A That's right.

Q And are part of the Narrows System? This is
the most distant point that the Town of Narrows System could
be checked; am I correct on that?

A You're correct; this was one of the FCC
requirements, the location indicating the system should be

checked at the longest cascade. Number One represents a cascade of 18 amplifiers.

Q What is the reason for going to the longest cascade?

A The reason is any problem with the system, often the longest cascade will show the problem. If you go into another location which is representing a smaller number of amplifiers, it's our favor, what we really try to do is simulate the worst case conditions and the longest cascade always represents the worst conditions.

Q And the longest cascade - -

A From the antenna - -

Q - - from the antenna through the wires?

A Yes, this is as it happened to be, as was the case; yes, sir.

MR. CORNWELL: I'm going to object, Your Honor, I think he's bound to testify to the Town of Narrows. He's just testified he was told this was the longest cascade. I don't think he knows that.

THE WITNESS: Wait, wait; I didn't say that. I said I was told that that location is in Narrows. I don't know whether it's in Narrows or not.

The report says where I was. Whether this is within Narrows - - look at something, I'm an

Engineer, I don't know anything about this geography of this location.

When I say that location on Route 702 on Blankenship Addition represents a cascade of 18 amplifiers, that means that was one of the longest cascades in the system.

I stand by it to my statement. The other location again which was selected in Narrows, I think we agreed that this is in Narrows, Hopkins and Cumberland Avenue; again a cascade of 18 amplifiers. Again, this is the longest cascade.

The reason why it was selected was to simulate worst conditions.

MR. CORNWELL: My objection stands, Your Honor.

THE COURT: I think what this witness is testifying to is the evaluation of the entire system with one location having been tested in the Town of Narrows; that's the Hopkins-Cumberland Road location.

THE WITNESS: Yes, Your Honor.

THE COURT: I'll let you go ahead and testify but then point up the one location because this is all part of an overall system.

MR. CORNWELL: My objection was to Mr. McCarthy asking what he saw at different points. He can testify what he saw at Hopkins Street.

THE COURT: The evaluation of the entire system because the Narrows part of the system is included in the whole, as I understand it from the testimony up to now.

BY MR. MCCARTHY:

Q With regard to the Antenna System, how does it compare to other systems you have used in Southwest Virginia or Virginia for that matter?

A Average.

Q Is there such a thing as a perfect system?

A No.

Q We have had discussions about shadows or ghosting with regard to the reception on the Cable TV System.

A Right.

Q Is this a commonplace problem with Cable TV Systems?

A Unfortunately, yes; but they always have to qualify my statements saying unfortunately with systems which are within the Mountains of Virginia, West Virginia or Pennsylvania, or just naming a few States where this is

indeed a common problem.

It's usually not a problem in flatlands like in Illinois, Indiana, where there are very, very few mountains, very few high hills, making wave propagation conditions very, very difficult.

Unfortunately, here in this part of the Country it's a common problem.

Q Will ghosting vary with weather?

A Yes, indeed; it may be more predominating under incimate weather conditions, like in the Wintertime, the late Fall and maybe it will completely disappear the middle of Summer.

It changes from season to season.

Q Is there a guaranteed way to correct it?

A No, there are no guarantees. May I add to the answer? That you eliminate ghosting problems, usually we try to install a more effective antenna array, a more expensive antenna array; we may contact any antenna manufacturer asking for the highest priced, the most expensive antenna array and nobody is going to guarantee that if the antenna doesn't work, they may take back the antennas.

Limiting of ghosting is always a big question mark. It may succeed, it may not succeed; there are no guarantees.

Q Did you have an opportunity on the afternoon of October the 29th to view the Narrows' System with me, from various points within the system?

A Yes, I did.

Q Did you have an opportunity at that point in time to evaluate the signal strength?

MR. CORNWELL: Again, Your Honor, I renew my objection to after September the 15th.

THE COURT: Overruled.

BY MR. MCCARTHY:

Q Did you have an opportunity at that time to evaluate the signal strength and picture performance and picture reception?

A Yes, I did.

Q How was this done; would you describe it to the Court, how it was done?

A First of all the pictures were viewed channel-by-channel up at the head-in, toward the antenna site, directly toward the antennas and later on when the test proceeded in the Cable plant or the Cable Distribution System, again the system monitor color TV set was used to tune channel-by-channel on every channel and viewing very critically and for a considerable period of time each channel

or each program carried on the Cable TV System.

Q And what did you find?

A I don't want to say that the pictures were perfect; there's no such thing like that, a perfect TV. There's no such thing as a perfect picture; Poloroid picture or whatever you call it; some pictures are above average picture quality, some pictures are what I call average, and you finally call it, yes, on one or two channels I have found some ghosting problems, maybe a little bit of a noise on the picture.

However, I have seen or we have seen the same problems back at the antenna site pointing to the fact that these were reception, what we call off-the-air reception problems.

The picture or the picture quality already suffered those deficiencies while propagating from the transmitter to the receiver site and obviously the amplifiers in the cable were not capable to eliminate those problems.

Q Return to FCC Standards?

A Yes.

Q How did they apply to this situation?

A Well, frankly, the FCC Technical Standards don't include those kinds of observations. The FCC Technical Standards are restrained strictly on tests, measurements

performed with the aid of certain testing instrumentation.

The FCC Technical Standards complete this kit, the judge of the TV pictures. I would say this is something that we do, it's standard with our company. We always do it for the sake of the customer.

We feel that judging the TV pictures may add to our evaluation of the overall system performance.

Q What about the equipment in the system, how would you describe it?

A I have to use the word again, above or around average, about average; nothing extremely sophisticated, nothing beyond accepted technical standards.

Q Would the addition of additional channels change your evaluation of the system?

A Absolutely not; has nothing to do with it.

MR. MCCARTHY: Thank you very much; your witness.

MR. CORNWELL: Are you finished?

MR. MCCARTHY: Yes.

MR. CORNWELL: Your Honor, I move to strike his evidence because on my first objection I objected to any testimony after September 15th, 1980.

At that time Counsel vouched that he would tie that back into his view that he made in 1975;

1
2 I've heard no evidence concerning anything tying
3 it back into 1975 although Counsel said he would
4 do so.

5 MR. MCCARTHY: I did not say I would tie
6 it back in to his view in 1975.

7 MR. CORNWELL: When I made my objection, the
8 Court said he would take it into consideration but
9 he also said he would tie it back into 1975 and
10 all his evidence is attended to matters that occurred
11 after September 15th, 1980, all of them, all of the
12 system as it existed on September 15th, 1980.

13 THE COURT: My recollection was that they
14 were mentioning, they would show there was no
15 change in the system from September up until October.

16 I didn't recall 1975.

17 MR. MCCARTHY: I didn't either.

18 MR. CORNWELL: The gentleman testified he
19 had viewed the system in 1975 and viewed it again
20 in October, 1980.

21 THE COURT: I think at that time the Court
22 expressed the thought that perhaps if there had
23 been a change from September 15th up to October 29th,
24 then the Court may have a problem with it and that
25 was the time period that I thought was being considered

1
2 and that it showed there was no change in the
3 system from the September date up to the October
4 date.

5 MR. CORNWELL: And they didn't show it up.

6 THE COURT: Well, I don't know that he knows
7 anything about September.

8 THE WITNESS: Nobody asked me the question.

9 MR. CORNWELL: He examined it in 1975; he
10 can testify to what he knows in 1975. All of his
11 testimony had to do with something that occurred
12 after the actions of Council.

13 THE COURT: I think the Court expressed an
14 opinion that a month's time would be very close to
15 the point of time if there had been no substantial
16 change in the system, from the September date when
17 you had the meeting up to the October date.

18 MR. CORNWELL: I point out to the Court that
19 we have no way of establishing that there was a
20 substantial change. We're almost bound by their
21 testimony on that point.

22 MR. SADLER: It's undisputed.

23 MR. MCCARTHY: Your Honor, if you like, I
24 would be glad - - I have a copy of Mr. Biro's 1975
25 report and I'll be glad to go on to that if the

Court would like for me to.

THE COURT: The testimony the Court was concerned with was the month between September and October.

MR. CORNWELL: Yes, sir.

THE COURT: The 1975 date didn't enter the Court's mind at that time.

MR. CORNWELL: The Court understands I'm objecting to his testimony.

THE COURT: I understand and I'm overruling. Is there any more from this witness?

MR. CORNWELL: Yes, sir; if the Court's going to overrule my objection, subject to my objection I'm going to Cross Examine.

THE COURT: All right.

CROSS EXAMINATION

BY MR. CORNWELL:

Q Your report, it says The Annual FCC System Performance Testing of Pearisburg and Narrows CATV Systems. This is an annual Performance Testing?

A That's correct.

Q Did you do one the year before?

A No.

Q Did you do one the year before that?

A No.

Q Why is it an Annual Report then?

A The FCC requires that the CATV System should be tested annually.

Q Do you know if a report was done the year before?

A It's not my system, I was called in and I'm an independent Consulting Engineer.

Q Did you ever see a report?

A No, and I wouldn't even ask for it because that would really make my job partial, not impartial.

Q But, the FCC requires an Annual Systems' Performance Testing.

A That's correct.

Q Now, Doctor, when you came up to do your Engineering Report on the system, were you given a map of the system or shown a map of the system?

A Yes.

Q Did you use the map in determining where your longest points were?

A I was given what we call a layout of the system which indicated how the, what we call the Transportation

Line or the Cable Line is breaking off, going to this direction, that direction, and also showing the location at every Cable TV amplifier there.

Q Did you use that map in determining where your longest distance was?

A Yes.

Q When you went out to test this site in Narrows, is this also the one in Narrows, the Cumberland Street and Hopkins Street; is this the longest distance as far as the system is concerned, as far as the one up on Blankenship Addition?

A Yes.

Q It is?

A It is.

Q Did you determine that point yourself or were you taken from that point?

A Number one, I was taken to the point, Number two, I had the opportunity also to view the layout of the system and count the number of amplifiers.

Q Who took you to that point, sir?

A The System's Chief Technician.

Q Who was that, do you recall his name?

A What's his name?

Q If you don't - -

1
2 A I don't recall his name; I'm sorry. His
3 name starts with the letter B.

4 Q Now, you examined the system at that point,
5 did you look into the line or what did you do to examine
6 the system?

7 A I take some tests instrumentation to check
8 the following performance or performance parameters of the
9 system.

10 Q I know what you check, but how physically do
11 you do it? Did you connect into the line there to test
12 equipment?

13 A Yes, actually all the Cable TV amplifiers,
14 mainline amplifiers, distribution amplifiers, line extenders
15 are what we call test points; so, we connect a test cable and
16 at the end of the test cable we do have signals available.

17 Then the test lead is being connected to
18 different test instrumentation to check the parameters, the
19 performance parameters of the system.

20 Q How old were the amplifiers you checked into?

21 A How old? I have no idea how old it was.

22 Q Well, was it brand new state of equipment?

23 A Look, the amplifiers were up there, I was
24 down here. How should I determine how old it was; three
25 months old, three years old; I don't know.

Q How did you connect into it?

A How did I connect into it?

Q You had to physically connect into it?

A No, you misunderstood. The test point was already connected to what we call a test lead, okay. Your test lead which was down here at a reasonable height, five feet or whatever, and had a connector.

Q Yes, sir; is there a standard for every transformer?

A No, it isn't standard.

Q Did you connect that test lead-in?

A Of course not, it was - - look, the system is using regular test locations, the system is not being tested only once a year; nonsense. The system is being tested on a regular basis, if needed, every week, if needed, every month; but the system always has some installed test locations which enables the Chief Technician or the Technicians or Servicemen to go over there and check the picture quality or check the signal levels and all the other parameters.

Q On your map that you were supplied with of the line, did they have the test systems marked?

A No, no; they didn't.

Q How many test points in an average system would you say, this is an average, would there be in a

1
2 system the size of Narrows?

3 A Well, in a system like this I would expect
4 to have at least five test locations.

5 Q Five?

6 A Five; yes, sir.

7 Q That includes Pearisburg and Narrows, the
8 whole?

9 A Yes; that is correct.

10 Q To your knowledge were there any more test
11 points in the Town of Narrows other than the one you tested?

12 A I didn't investigate that, whether it has
13 been or hasn't been.

14 Q Now, the instruments that you used to do
15 the testing, were they your instruments?

16 A Yes, my instruments.

17 Q What was the weather like when you checked
18 it, sir?

19 A (No response)

20 Q Do you recall what the weather was like?

21 A I really don't recall; I'm sorry, I don't
22 recall.

23 Q It does have some effect, doesn't it?

24 A Absolutely not. Why should it have any
25 effect?

Q The weather doesn't on the distribution testing - -

A It's immaterial, the system should always perform.

Q The system should always perform? Now sir, let me ask you this: You say that the system should always perform and the weather should not be any problem. If in fact the weather does cause a problem on the system such as this one, would that indicate a problem?

A I don't follow your question.

Q If in fact on good days, clear days, the picture is different, the reception is different than on bad days - -

A We have to qualify my statement. What I said, it shouldn't make any difference, I meant up within the cable plan, within the distribution system; I'm not talking about off-the-air reception.

I'm talking about performance between the antenna site and the test point.

Q Did you check the head-in system on the same date?

A Yes, I did; well, not exactly. No, this testing was done for two days, okay; it started with the head-in which was in the morning on the first date. That's

it, and the system testing was completed on the second day.

Q All right, sir; you've tested other systems and you've tested this system. Let me ask you a couple of questions, sir, about these systems.

If a problem is in a system so that one part of the system is getting good reception, good pictures, and another part of the system is getting bad reception, bad pictures, what would this indicate?

Would this indicate a problem in the transportation system?

A Yes.

Q What type of problem would that indicate?

A Many different problems.

Q Now, sir, let me ask you this: If one household on a block is getting good reception and the next-door neighbor on the same block, the same line, is getting bad reception, would that indicate a problem?

A Yes.

Q What type of problem would that indicate?

A Probably that problem is isolated to the hook-up of the individual subscriber.

Q Now, what are these average systems that you have examined, what is the average age of the transformers -- I mean, amplifiers?

A Anywhere from two weeks to ten years.

Q So, ten years is the average life of an amplifier?

A No, you said transformer.

Q Amplifiers.

A Okay, that's a completely different question. Let's start over again.

Q What is the amplifier?

A The average life of an amplifier; five years, eight years, ten years, fifteen years.

Q What's - -

A Again, what do we call the life of amplifiers; so, should we call that the life has been terminated when one transistor goes bad in the amplifiers? Is this the qualification, that's it; that's the life of the amplifier; or shall we call it the end of the amplifier when somebody's made a decision in the Cable TV System, that's it, we're not going to use that type of amplifier, we'll take it out of the system and we'll use something else; is this the end of the life?

Q Does a new amplifier perform substantially better than an old amplifier?

A Absolutely new, like you say a new model which has been developed two years ago versus another model

which has been developed five years ago; yes, definitely.

Q Has the sale of amplifiers repeatedly increased?

A Yes, also the price of amplifiers increased repeatedly which means of course we can change amplifiers every day, every week, every year except somebody has to bear the cost.

Q I understand that, sir.

A So - -

Q Are the amplifiers two years old or whatever, they are substantially better than amplifiers that are 19 years old?

A Yes.

Q Or 12 years old?

A Yes, obviously.

Q Are you familiar with the equipment by name - -

A Go ahead.

Q - - Theta-Com?

A Yes.

Q What is that, sir, is that a new - - is the company still in business to your knowledge?

A Yes and no because the manufacturing capability has been taken over by some other companies and the manufacturing has been shifted from Arizona to Indiana.

Q Are they still producing the same type of amplifiers they did 12 years ago?

A Not necessarily; I don't know what model you're referring to.

Q Well, you already testified - -

A That model, that's the same thing as saying a Ford; so, what model?

Q Well, I don't know, sir; you examined the system and you didn't pay any attention to the model amplifier?

A No, what I'm saying is the manufacture of amplifiers, and we can talk about amplifiers which were manufactured 15 years ago and which were manufactured five years ago.

Q How about one that was manufactured in 1968?

A They're not producing it any more.

Q Sir?

A They're not producing it any more.

Q Do you know when they discontinued it?

A No.

Q Do you know why they discontinued it?

A First of all, the company was sold, okay; so, when the company is sold usually there is a problem providing older models.

Q Do you know if parts are still available

for those?

A Yes, you can find parts for those.

Q You can find them but they're not still being produced?

A No, probably you have to go out to a secondary source and it's really difficult to get parts, but not impossible.

Q Now, something you said a little while ago fascinated me. You said when you went out to the Blankenship Addition - -

A Yes.

Q - - you were, I don't know whether you were told to go there and this was pointed out there, but something about some complaints do you recall that?

A I didn't say anything about that. I said we checked the Blankenship - - or what I was told - - the so-called Northern section of Narrows because that location also represented the longest cascade in Narrows.

Maybe that location is not physically that big but I show it must be very, very close to the Narrows Town.

Q But, there wasn't anything said to you at the time that they wanted you to check those out because there had been complaints at those places?

A Yes, I recall there was some talk about complaints at that part of the Town.

Q Did they indicate to you what specifically those complaints were?

A No, I didn't even want to hear about it because again, I wanted to make my judgment impartial. I wanted to look at my - -

Q This signal that you examined in October - -

A Yes.

Q - - there was one head-in feeding that system at that time, was there not?

A There is obviously one head-in.

Q Were there two types of antennas; was there a satellite and regular antenna?

A Yes, there were antennas providing what they'd call off-the-air reception and there was a satellite receiving dish providing the satellite signals.

Q And they tied together cables through some manner?

A It's got to be, every signal is coming down in the same trunk cable.

Q Did you examine the satellite system, part of it?

A Yes, I did examine it.

Q Do you know how new that was, that satellite?

A No, I don't. This is really beyond my scope.

What I did was, I put on my Spectrum Analyzer on the satellite reception on the present amplifiers and examined the signals, what they looked like; that was my job.

Q You didn't examine the age of the equipment at all?

A I never examined the age. I mean, that's not a technical - -

Q What bothers me - -

A Yes.

Q - - we're talking about a point in time in September of 1980.

A Yes.

Q And you examined the system in October, and it's my understanding that in September the satellite system was not conducted.

A I don't know anything about it, the only thing I would like to add to this problem which is coming up that you see I'm a very busy Consulting Engineer.

I was consulted either the last week of September or the very first week of October by Mr. McCarthy to come and do the testing. Unfortunately, I could not accommodate him.

So, unfortunately the whole procedure was delayed a little bit. I would just like to add to the story, but again the satellite dish was installed in September, October; I don't know anything about it.

MR. CORNWELL: Thank you.

REDIRECT EXAMINATION

BY MR. MCCARTHY:

Q Mr. Biro, with regard to the amplifiers at the location at the test points that you've talked about, going to test points to evaluate the system - -

A Yes.

Q - - testing at this point, does it test the system from the head-in to that point?

A Absolutely; everything is included, every piece of cable, every amplifier, everything is included from the antenna site to the location.

Q With regard to weather, weather will affect the head-in reception of the signal - -

A That's correct.

Q - - if I understand you correctly?

A That's correct.

Q But not the distribution system?

A It does affect the distribution system; however, we do have special features in the distribution system, what we call ultimately auto gain amplifiers, which compensate for the change in temperature and change in weather.

Consequently, these are supposed to take care of the changes which are the result of the changes in temperature.

Q Does the Narrows' System have auto gain amplifiers?

A Yes, it does.

Q When a transistor or a portion of amplifiers goes bad, what is the normal procedure? Do you throw the amplifiers away, is it repaired, can it be updated; what happens?

A No, it would be a very bad business practice to just throw away the amplifiers. Naturally, when the amplifier fails, it's supposed to go back to the bench to be checked out, to find what's the problem, and the transistor is supposed to be replaced or the connection which failed on the amplifier should be reconnected or whatever.

Then the amplifier should be checked out, what we call, should be swept; the gain should be checked and then the amplifier is supposed to go back into service.

Q Can older amplifiers be updated?

A Yes, there is such a thing. You can update, upgrade old amplifiers. Of course, again, it costs a certain amount of money and also it's causing some service problems in that respect, that you have to replace it for a time, being you have to acquire again new amplifiers because the cable has to go on.

The show has to go on, there's no such thing as interruption of Cable TV Service.

MR. MCCARTHY: Thank you very much.

RECROSS EXAMINATION

BY MR. CORNWELL:

Q We understand you tested this system in October of 1980 and you tested one point which you now know is in the Town of Narrows, and that's all as far as the Town of Narrows is concerned.

A I don't have the map in front of me but I would bet that this Blankenship Addition is a location where a signal is coming through Narrows.

Q You tested at one point in the Town of Narrows which you now know - -

A Apparently, only one location was in the Town.

The only thing what I am adding is I am pretty sure that the second location was also a location very close to the City Limits and a signal had to come through the Town.

If I am not right, I'm sorry; but this is the best of my knowledge.

Q And you tested at the test point?

A Yes.

Q You did not test at any other points?

A Yes, and the reason why the test was performed at the test point, we need high signal levels. If I go out to a customer hookup, I don't have high signal levels, I can't perform the FCC testing which requires +20, +25 dBmV signals.

You may ask your subscribers or I can check cross-modulation at the subscriber hookup. Can I check into modulation?

Q You understand, Doctor; you tell us.

A No, the answer is no; I cannot. The FCC System Testing requires a test location where I should have high signal levels available.

I cannot check signal ratio with low signal levels. I have to have high signal levels; and that's exactly what happened.

Q Explain it to me, I don't quite understand.

Your test point has high signal levels?

A Yes.

Q But the homes have low signal levels?

A That's correct.

Q Is it a step down?

A It's not a step down; it all depends what is high, what is low. I give you the numbers, I give you the figures; I need to operate my Spectrum Analyzer, which is an instrument; we need only 10 to 25 dBmVs to operate a TV receiver noise-free; this is my answer.

Q Is it like a power - - is it a step down to go into the house?

A Yes.

Q It's a step down?

A Yes.

Q Through what, a transformer or amplifier or what?

A Through a direction cover.

Q That's another piece of equipment?

A Yes; it's a passive device.

Q Do you hook into the main line and then take off - -

A No, not in the main line, never in the main line; it's in the so-called Distribution System. See, you

never tap the trunk line, it's against the rules.

Q You never tap the trunk line?

A No.

Q Should there be a difference, Doctor, in your frequency response at your different points?

A At my what?

Q Different test points, your frequency response?

A Yes, my frequency response.

Q Should you check it at these test points?

A Yes.

Q Should there be a difference in those frequency responses over the system?

A I'm sorry; I still don't follow your question. I mean, I test the frequency response at the test point. Of course the frequency is changing from location to location.

Q That's my question. It does change from location to location?

A Yes, of course it does.

Q And the rest of your home and signal noise ratio changes also?

A Theoretically, everything is changing.

Q And your cross-modulation and so forth, that all changes from test point to test point?

A Yes.

Q In any system?

A Every system.

MR. CORNWELL: Thank you.

THE WITNESS: Without any exception.

MR. CORNWELL: Thank you.

REDIRECT EXAMINATION

BY MR. MCCARTHY:

Q Mr. Biro, just so there's no misunderstanding; when you test the point on the longest cascade or the longest number of amplifiers, does it test the line for everything coming to that point?

A Absolutely; that's the worst case condition.

Q So, if you're testing a point that had come through the Town of Narrows, you have tested the point back through the Town of Narrows?

A Yes; everything should be better.

MR. CORNWELL: Test the trunk line, not the distribution lines?

MR. MCCARTHY: Okay, you want to go into details.

MR. CORNWELL: That's why we're here.

THE WITNESS: The system testing could be performed in the trunk line, could be performed in the distribution line. At the location where we tested, it was 18 cascades, it was a main amplifier which also had a high octave, what we call a distribution octave and again because the highest signal level requirements, actually the test point was on the distribution side; all it was, was a main-line amplifier.

BY MR. McCARTHY:

Q That's a point - -

A Yes, and that was the reason, because we needed high signal levels and that's the only place where we can get high signal levels.

If I check a main-line amplifier to a 30 dBmV test point or 20 dBmV, which means that the signal level at the end of the test is not high enough cross-modulation to check inner-modulation.

MR. McCARTHY: Thank you.

THE COURT: We'll take about a ten-minute break.

(Witness excused)

(Thereupon Court recessed at three o'clock P.M.)

and reconvened at 3:10 P.M.)

THE COURT: All right, gentlemen; let's proceed.

MR. MCCARTHY: I call Mr. Hester.

RODNEY HESTER

was called as a witness and after having first been duly sworn to tell the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. GARDNER:

Q State your full name, please.

A Rodney Hester.

Q Where do you live?

A Crozet.

Q Mr. Hester, where do you work?

A Clear-View Cable.

Q And are you personally familiar with the Narrows' Cable System?

A Yes, sir; I would think so.

Q Are you in a position to know and to say

whether any changes were made in that system for several years prior to the end of October, 1980, any substantial changes of any kind?

A Changes; we added more channels.

Q Other than that?

A No, sir; not that I know of.

Q No changes in the amplifiers; just routine maintenance?

A Just the routine is the only thing I know of.

Q The system was essentially the same except for the couple of new channels?

A Yes, sir.

Q Do you know what is referred to as the Blankenship Addition?

A Yes, sir.

Q Where does the cable come from that goes there?

A Where does it come from?

Q Where does it start?

A It starts in Pearisburg, right on down Route 100.

Q Does it run through Narrows?

A Yes, sir.

Q Does it run, a lot of it run through Narrows?

A Yes, sir.

Q In any point on the Blankenship Road Addition, would it be on cable that ran through Narrows?

A Yes, sir.

MR. GARDNER: Answer Mr. Cornwell's questions, please.

CROSS EXAMINATION

BY MR. CORNWELL:

Q Mr. Hester, how long have you been an employee of Clear-View?

A May the 1st, 1978.

Q Before that, where were you employed?

A Acme Visible Records, Crozet, Virginia.

Q What is your training in Electronics?

A When I was in the Army, from 1959 to 1962, I was a Signal Corps Radio Teletypist; after that, after I got out of the Service, I worked with TV Cable Companies in Meridian, Virginia.

I worked there approximately two years, then I got out of the Cable TV work up until about 15 years, until I got into it in 1978.

Q Is it fair to say then that your experience

has been practical experience rather than book learning?

A Yes, sir; yes, sir; on-the-job training, sir.

Q And you still are employed by Clear-View
Cable TV?

A Yes, sir.

Q And you started in 1978?

A May the 1st; yes, sir.

Q What system did you start with?

A The one in Crozet, Virginia.

Q And how long did you work on that system?

A I'm still working there.

Q Do you work on the Narrows System?

A I do when they need additional help, which is,
to hear my wife say, has been too often. When they need help,
I come in and help two or three days. My work is called out,
Mr. Anglin needs me, he brings me in on the Narrows/Pearis-
burg - -

Q Did you at one time consider moving to
Narrows?

A Yes, sir.

Q Did you locate a house or some property?

A Yes, sir; we did.

Q Why didn't you move to Narrows?

A The main reason at that time was, there was

a lot of sickness in my family. In fact, even since then, I think my wife has had three operations and of last night when I talked to her, she's still under the doctor's care.

Q And that had nothing to do with your job with Mr. Anglin or anything, the reason you did not move to Narrows?

A At that time, no, sir; Mr. Anglin and I talked it over and he thought it would be best to wait until all my family was ready and with the sickness and all - - in fact, we haven't talked about it since, you know.

Q When was this when you talked about moving to Narrows?

A Let me see - - probably started, probably about October of '79, probably, and then again we talked about it I would say, March of '80.

I think I'm correct on this, I didn't write it all down.

Q At that time, how many people were employed in the Narrows System, do you know, when you first talked to Mr. Anglin about coming up here?

A I believe there was two; I believe there was two.

Q Do you know the names?

A I don't know which one was at the time we

were talking, I don't know which one was here. There was George Bostick working, there was a Tom Saunders, I believe, and also there was a Gary Clark that was working here.

I've worked with most of them down here, you know.

Q Were these boys from here or from Crozet?

A They were from here.

Q What was your main job when you worked on the Narrows' System?

A Just overall maintenance and anywhere from the tower to redoing the antennas, resetting the amplifiers, doing new Subdivisions; whatever, just routine work, trying to get the Cable where we didn't have it, people wanting to get on the Cable, trying to operate it, keep it operating, improve it or whatever.

Q Did you have a job anytime in this period of checking on complaints?

A I have; yes, sir.

Q Any in the Town of Narrows?

A Yes, I've ran complaints in Narrows and Pearisburg.

Q Well, we're talking about Narrows now. When you worked on the system in the Town of Narrows, were you provided equipment by Clear-View Cable TV?

A Provided equipment; what type of equipment?

Q Electrical equipment to do your servicing?

A Always; I mean, they're the ones that furnish everything I work with.

Q And you had equipment to do the job with?

A Yes, sir.

Q An ample amount of equipment to do the job with?

A Everytime that I've been here; yes, sir.

MR. CORNWELL: Thank you.

MR. GARDNER: We have no further questions.

We would ask that Mr. Hester be excused.

THE COURT: You're excused.

(Witness excused)

MR. MCCARTHY: We call Mr. John Shumaker.

JOHN SHUMAKER

was called as a witness and after having first been duly sworn to tell the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. GARDNER:

Q State your full name, please.

A John Parks Shumaker.

Q And I don't recall, were you sworn?

A Yes, sir.

Q Where do you live?

A Collinsville, Virginia.

Q What do you do for a living?

A Repair Cable equipment.

Q Are you employed by any Cable Systems?

A Yes, Martinsville Cablevision.

Q You work for Martinsville Cablevision?

A Yes.

Q Does Mr. Anglin have any ownership in that,
to your knowledge?

A Not at the present.

Q Did he have at one time?

A Yes.

Q What was that?

A He built it.

Q But, he no longer is involved in that?

A No.

Q You work for them now, what's your job there?

A Chief Technician.

Q And you say as a secondary source of income you do what?

A I do repair work on equipment for other systems.

Q Do you do repair work for Mr. Anglin?

A Yes.

Q You do repair work for other systems other than Mr. Anglin's?

A Yes.

Q What sort of repair work do you do?

A Repair amplifiers, receivers.

Q Do you do this on a regular basis for Mr. Anglin?

A Yes.

Q I may let Mr. Cornwell go into the details on the repair of these things, he's more conversant with that than I am; but would you describe basically to the Judge what you do when you repair, let's say, an amplifier?

A Yes.

Q What do you do when you repair one of these?

A Remove, replace the defective part, usually transistors.

Q And what's it like when you finish?

A Normally, it's better than it was before, because we use upgraded transistors.

Q Do you do that in all of your repairs?

A Yes, the new transistors are just better than the original design.

Q What effect does that have on the system when you put in better transistors?

A Well, it should improve the noise and the cross-modulation characteristics.

Q How long will the transformers in normal service last without problems? Is there any yardstick, is there any norm for them?

A You mean transistors?

Q Transistors.

A I think the life expectancy is 100,000 hours.

Q Do some last longer than that?

A Some last longer, some don't last as long because of power surges, lightning for instance.

Q This amplifier, is it like a box that has little parts in it that you fix?

A Yes, it's a plug-in model.

Q When you send it back, is it in the same box?

A Oh, yes; it's in the same case.

Q Is it possible to have the same box

essentially that has been reworked inside?

A Oh, yes.

Q Is that out of the ordinary at all?

A No, not at all; not now.

Q John, when was the last time you were in
Narrows?

A You mean to work on the system?

Q Right.

A I think 1976.

Q What was your function at that time?

A I did the FCC Proof of Performance Test.

Q All right, had you worked on it any prior
to that?

A No, I hadn't actually worked on the system,
just repair work on the equipment.

Q On the equipment?

A (Nods head affirmatively)

Q How often does Mr. Anglin bring you parts
for repair?

A Oh, usually every few weeks I'd get one or
two pieces; it varies depending on how much goes out.

MR. GARDNER: Answer Mr. Cornwell's questions.

CROSS EXAMINATION

BY MR. CORNWELL:

Q Am I correct, Mr. Shumaker, that the amplifiers are in line on the system?

A You mean in a cascade; yes.

Q Would an amplifier with replaced parts, better transistors, affect one on an amplified line that did not have the new box or would it affect the one that did have a new box?

A First, the effect would be after it had gone through the old one.

Q Yes, sir.

A But, the new one will work better than the old one.

Q I understand that, but you're going to get the new one after you went through the old one.

A The new one will perform better than the old one but if it's going through the old one first then that limits it - -

Q You have no idea where these things that you work on come from, do you?

A No, no.

Q They could come from anyplace, any system.

A No, I know they come out of this system; or at least that's where I send them back to.

MR. CORNWELL: Thank you.

REDIRECT EXAMINATION

BY MR. GARDNER:

Q Do I understand that you do send them back to a specific system?

A Well, I return them to Harry, designated for the system; they're designated to be from this system when I get them.

MR. GARDNER: Thank you; I have no further questions.

THE COURT: Would you like to excuse this witness?

MR. GARDNER: Yes, sir.

THE COURT: You're excused.

(Witness excused)

MR. SADLER: If it please the Court, we'd like a conference with the Court and Counsel at this time; we're not trying to delay the matter but we think it's important to see the Court.

1
2 THE COURT: All right.

3 (Thereupon the Court and Counsel retired to
4 Chambers for a conference)

5
6 (Court and Counsel returned to the Courtroom
7 at four o'clock P.M. when the following took place
8 before the Court and Jury)

9
10 THE COURT: Ladies and gentlemen, I apologize
11 to you for having penned you up, if I might put it
12 that way, for this day but it's very apparent that
13 we won't be able to finish this case today and
14 there's some other things that can be taken care of
15 by the Court and the Attorneys in this case.

16 So, we have tried to find a date and the
17 nearest we can come to having a firm date on this
18 is February 27th; so, I'm going to excuse you today
19 but I want the Clerk to recognize you back at
20 9:30 on February 27th and I think we can complete
21 all of this evidence in the case on that day and
22 free you then for maybe more important matters.

23 So, if you will, you can hold up your right
24 hands.

25 (Prospective witnesses sworn)

1
2 THE COURT: That has the same effect as a
3 Summons served on you; so, make a mental note of that
4 and if you have any questions about that, call the
5 Clerk or if your memory leaves you on it, call the
6 Clerk.

7 I'm very sorry for the inconvenience caused
8 you today but I hope you had a nice visit.

9 (Thereupon the Proceedings were concluded)
10
11
12

13 * * * * *

14
15
16 C E R T I F I C A T E
17

18 COMMONWEALTH OF VIRGINIA

19 COUNTY OF ROANOKE

20 I, Cheri Lynne Young, Notary Public in and
21 for the Commonwealth of Virginia, at Large, do hereby certify
22 that the testimony of the witnesses was by me reduced to
23 machine shorthand in the presence of the witnesses, afterwards
24 transcribed upon a typewriter under my direction; and that
25 the foregoing is a true and correct transcript of the

THE ANNUAL
FCC SYSTEM PERFORMANCE TESTING
OF THE
PEARISBURG & NARROWS, VA. CATV SYSTEMS

Prepared
for
CLEAR-VIEW CABLE TV CO., INC.
MARTINSVILLE, VA. 24112

BIRO ENGINEERING

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INTRODUCTION

The Annual FCC System Performance Testing of the PEARISBURG, Va. and NARROWS, Va. CATV systems, owned and operated by CLEAR-VIEW CABLE TV Co. was conducted on October 28 & October 29, 1980 in accordance with the pertinent FCC Rules and Regulations.

First, at the head-end, the signal processing equipment was checked for the frequency accuracy of the video and sound carriers, and the in-channel frequency response of the signal processors.

Then, at the selected test locations, the performance of the cable plant was checked for:

- a. Amplitude variations of the video and sound carriers
- b. Crossmodulation
- c. Intermodulation (beat) products
- d. Signal/Noise Ratio
- e. Hum modulation
- f. Frequency response (summation sweeping)
- g. Radiation.

The following pages present the test data obtained, a detailed description of the testing methods, list of the test instrumentation, and and Engineering Qualification Statement, as required by Part 76 of the pertinent FCC Rules and Regulations.

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LIST OF CHANNELS CARRIED ON THE PEARISBURG & NARROWS, VA. CATV SYSTEMS

<u>CABLE</u>				<u>NETWORK</u>	<u>OFFSET</u>	<u>CONTOUR GRADE</u>
2				CHRISTIAN BROADCASTING NETWORK		BY SATELLITE
3	CH 17		ATLANTA			BY SATELLITE
4	CH 4	WDAY	OAK HILL	ABC	Ø	B
5			TIME/WEATHER			
6	CH 6	WVVA	BLUEFIELD	NBC	-	A
7	CH 7	WDBJ	ROANOKE	CBS	-	A
8	CH 15	WBRA	ROANOKE	ED		B
9	CH 9		CHICAGO	IND		BY SATELLITE
10	CH 10	WSLS	ROANOKE	NBC	Ø	A
11	CH 9		NEW YORK	IND		BY SATELLITE
12		E-SPN				BY SATELLITE
13	CH 13	WSET	LYNCHBURG	ABC	Ø	C

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MEASUREMENTS PERFORMED AT THE HEAD-END

1. CHECKING THE FREQUENCY ACCURACY OF THE VIDEO & SOUND CARRIERS

(Testing only the off-channel operated signal processors and the modulators).

CH 2	MODULATOR	VIDEO CARRIER	55.265 MHz	+15 kHz deviation
		SOUND CARRIER	59.765 MHz	+15 kHz deviation
CH 3	MODULATOR	VIDEO CARRIER	61.252 MHz	+ 2 kHz deviation
		SOUND CARRIER	65.752 MHz	+ 2 kHz deviation
CH 5	MODULATOR	VIDEO CARRIER	77.252 MHz	+2 kHz deviation
		SOUND CARRIER	81.751 MHz	+1 kHz deviation
CH 15/8	PROCESSOR	VIDEO CARRIER	181.265 MHz	+15 kHz deviation
CH 9	MODULATOR	VIDEO CARRIER	187.250 MHz	Ø kHz deviation
		SOUND CARRIER	191.750 MHz	Ø kHz deviation
CH 11	MODULATOR	VIDEO CARRIER	199,260 MHz	+10 kHz deviation
		SOUND CARRIER	203.760 MHz	+10 kHz deviation
CH 12	MODUALTOR	VIDEO CARRIER	205.248 MHz	- 2 kHz deviation
		SOUND CARRIER	209.748 MHz	- 2 kHz deviation

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2. IN-CHANNEL FREQUENCY RESPONSE MEASUREMENTS

(The frequency response was checked between -0.75 MHz and +4.08 MHz, in reference to the video carrier frequency).

CHANNEL 4/4	PROCESSOR	3.5 dB peak to peak
CHANNEL 6/6	PROCESSOR	2.5 dB peak to peak
CHANNEL 7/7	PROCESSOR	1.5 dB peak to peak
CHANNEL 15/8	PROCESSOR	2.0 dB peak to peak
CHANNEL 10/10	PROCESSOR	1.5 dB peak to peak
CHANNEL 13/13	PROCESSOR	2.0 dB peak to peak

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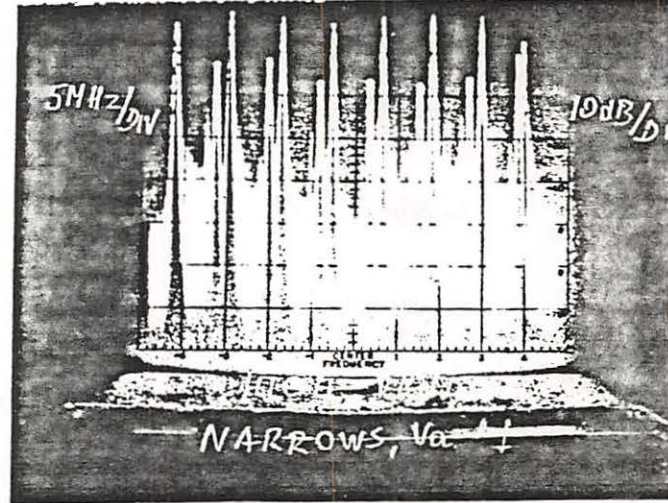
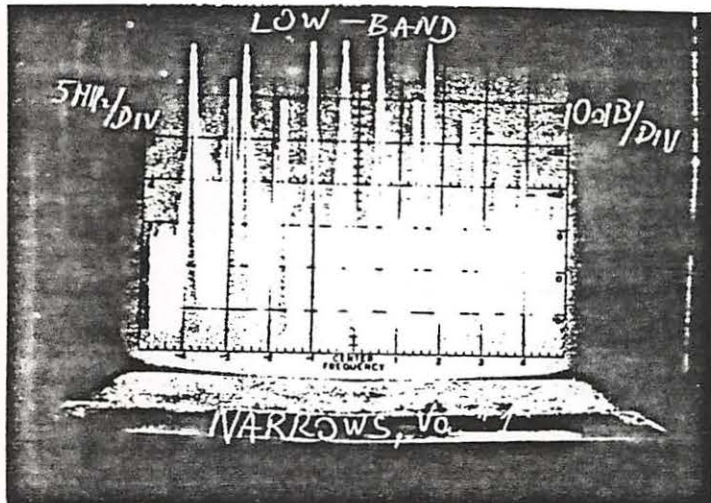
-5-
NARROWS, VA.

MEASUREMENTS PERFORMED IN THE CABLE PLANT

LOCATION No. 1

HOPKINS STR. & CUMBERLAND AVE.

A CASCADE OF 18 MAINLINE AMPLIFIERS



SIGNAL LEVEL RECORDINGS

LOW-BAND

The top line represents +30 dBmV

HIGH-BAND

The top line represents +30 dBmV

CROSSMODULATION : Less than -60 dB

INTERMODULATION PRODUCTS : None

HUM : 2%

SIGNAL/NOISE RATIO : 45 dB

ISOLATION : N.A.

RADIATION : None

FREQUENCY RESPONSE

CHANNEL 2	1 dB peak to peak
CHANNEL 3	2 dB peak to peak
CHANNEL 4	3 dB peak to peak
CHANNEL 5	2 dB peak to peak
CHANNEL 6	2 dB peak to peak
CHANNEL 7	1 dB peak to peak
CHANNEL 8	2 dB peak to peak
CHANNEL 9	3 dB peak to peak
CHANNEL 10	2 dB peak to peak
CHANNEL 11	2 dB peak to peak
CHANNEL 12	3 dB peak to peak
CHANNEL 13	1 dB peak to peak

BIRO ENGINEERING

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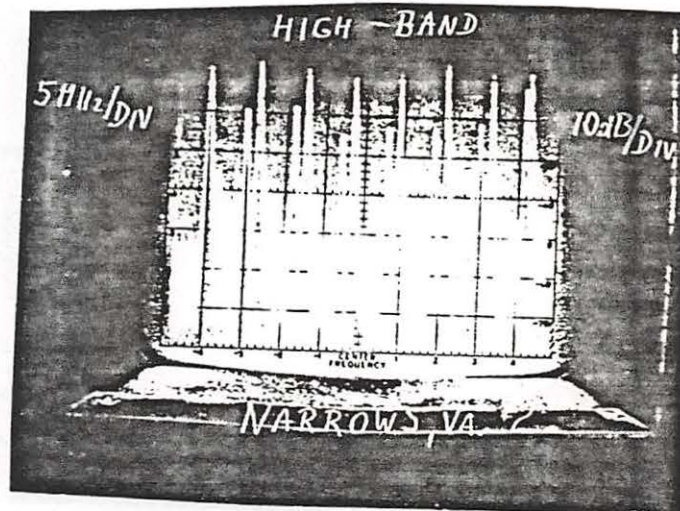
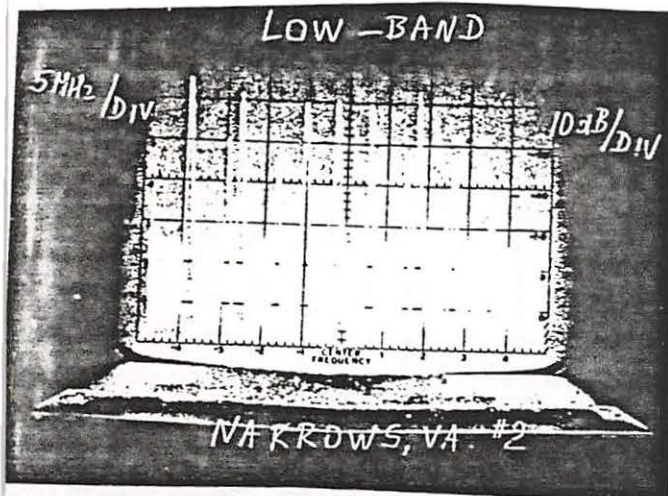
NARROWS, Va.

MEASUREMENTS PERFORMED IN THE CABLE PLANT

LOCATION No. 2

BLANKANSHIP ADDITION, RT. 782, Pole #208-41

A CASCADE OF 18 MAINLINE AMPLIFIERS



SIGNAL LEVEL RECORDINGS

LOW-BAND

The top line represents +30 dBmV

CROSSMODULATION : -57 dB

INTERMODULATION PRODUCTS : None

HUM : 4%

SIGNAL/NOISE RATIO : 45 dB

ISOLATION : N.A.

RADIATION : None

HIGH-BAND

The top line represents +30 dBmV

FREQUENCY RESPONSE

CHANNEL 2	1 dB peak to peak
CHANNEL 3	3 dB peak to peak
CHANNEL 4	2 dB peak to peak
CHANNEL 5	2 dB peak to peak
CHANNEL 6	5 dB peak to peak
CHANNEL 7	1 dB peak to peak
CHANNEL 8	2 dB peak to peak
CHANNEL 9	2 dB peak to peak
CHANNEL 10	3 dB peak to peak
CHANNEL 11	3 dB peak to peak
CHANNEL 12	2 dB peak to peak
CHANNEL 13	3 dB peak to peak

BIRO ENGINEERING

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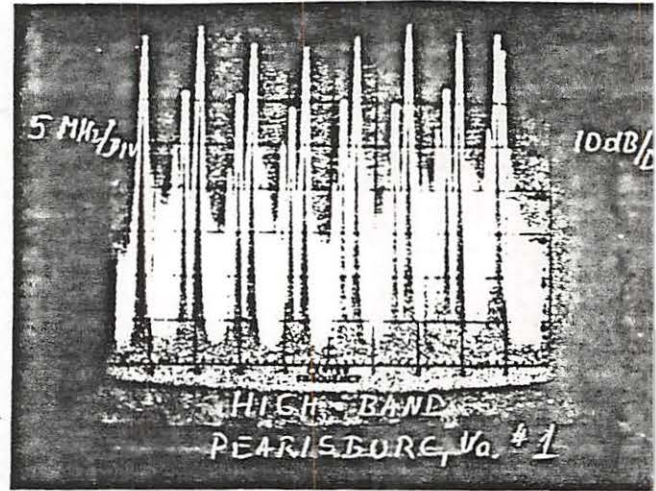
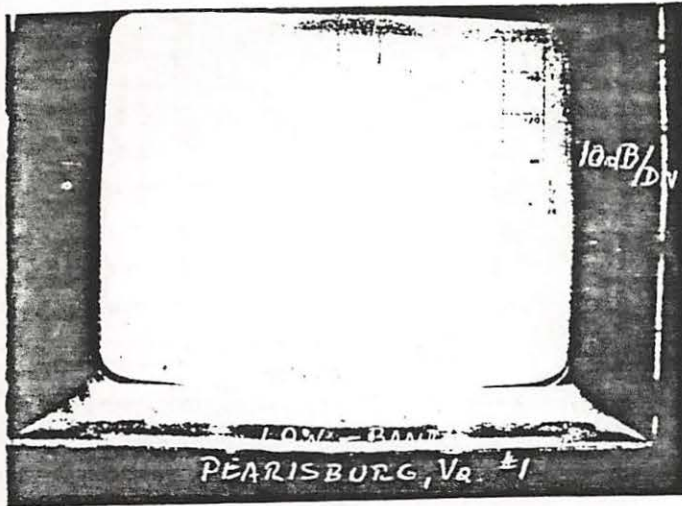
PEARISBURG, VA.

MEASUREMENTS PERFORMED IN THE CABLE PLANT

LOCATION No. 1

INGRAM VILLAGE, MAPLE & VIRGINIA STR.

A CASCADE OF 13 MAINLINE AMPLIFI



SIGNAL LEVEL RECORDINGS

LOW-BAND

The top line represents +30 dBmV

CROSSMODULATION	: Less than -60 dB
INTERMODULATION PRODUCTS	: One beat in CH 12, at -39 dB level
HUM	: 2.5%
SIGNAL/NOISE RATIO	: 47 dB.
ISOLATION	: N.A.
RADIATION	: None

HIGH-BAND

The top line represents +30 dBmV

FREQUENCY RESPONSE

CHANNEL 2	0 dB peak to peak
CHANNEL 3	2 dB peak to peak
CHANNEL 4	3 dB peak to peak
CHANNEL 5	2 dB peak to peak
CHANNEL 6	1 dB peak to peak
CHANNEL 7	1 dB peak to peak
CHANNEL 8	2 dB peak to peak
CHANNEL 9	2 dB peak to peak
CHANNEL 10	1 dB peak to peak
CHANNEL 11	2 dB peak to peak
CHANNEL 12	3 dB peak to peak
CHANNEL 13	2 dB peak to peak

BIRO ENGINEERING

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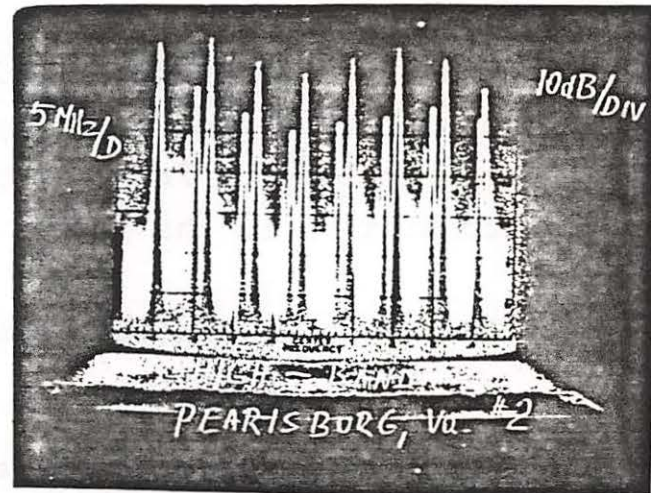
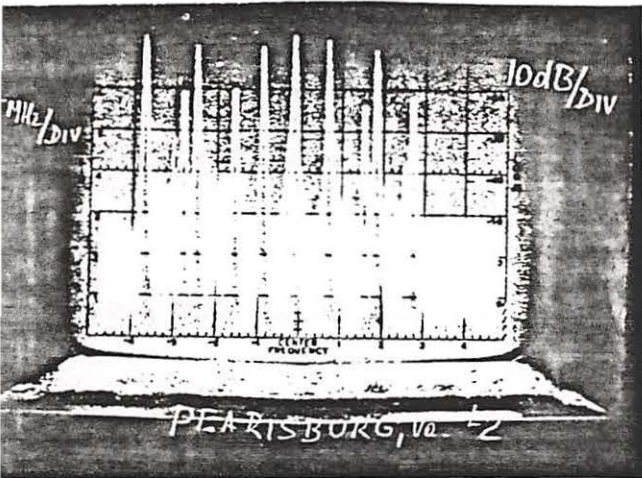
PEARISBURG, VA.

MEASUREMENTS PERFORMED IN THE CABLE PLANT

LOCATION No. 2

LINDEN STR. & RT.460

A CASCADE OF 14 MAINLINE AMPLIFIERS



SIGNAL LEVEL RECORDINGS

LOW-BAND

The top line represents +30 dBmV

CROSSMODULATION : Less than -60 dB FREQUENCY RESPONSE

INTERMODULATION PRODUCTS : None

HIGH-BAND

The top line represents +30 dBmV

CHANNEL 2	0 dB peak to peak
CHANNEL 3	1 dB peak to peak
CHANNEL 4	1 dB peak to peak
CHANNEL 5	2 dB peak to peak
CHANNEL 6	1 dB peak to peak
CHANNEL 7	1 dB peak to peak
CHANNEL 8	2 dB peak to peak
CHANNEL 9	2 dB peak to peak
CHANNEL 10	3 dB peak to peak
CHANNEL 11	2 dB peak to peak
CHANNEL 12	3 dB peak to peak
CHANNEL 13	2 dB peak to peak

HUM : 4%

SIGNAL/NOISE RATIO : 47 dB

ISOLATION : N.A.

RADIATION : None

VIDEO AND AUDIO SIGNAL LEVELS

PARAGRAPH 76.605 (4), (5), & (6)

PROCEDURE

The video and audio carriers of the CATV system were displayed on the amplitude and frequency calibrated screen of the Hewlett Packard spectrum analyzer. Polaroid pictures, taken from the screen, documented true conditions in the system.

1. The spectrum analyzer was connected directly to the test point of the trunk amplifier.
2. The low, midband, high-band and superband portions of the spectrum were displayed and photographed.
3. Reference levels, horizontal and vertical scan calibration were marked on each Polaroid picture.

LIST OF EQUIPMENT

HEWLETT PACKARD, Model 8554 L Spectrum Analyzer
POLARoid camera, Model 250, with close-up lense.

FREQUENCY MEASUREMENTS

PARAGRAPH 76.605 (1), (2) & (3)

PROCEDURE

The video and sound carriers are generated at the head-end. The frequency accuracy of the video and sound carriers were checked in the head-end, applying the matched carrier method.

1. The input of the Hewlett Packard spectrum analyzer was connected to the output port of a 16 dB directional coupler. The input port was fed by the head-end test signal, and the 16 dB tap-port connected to the output of the General Radio signal generator.
2. The resolution of the analyzer was increased step by step, maintaining the video carrier at the center of the screen. This process continued until a 5 kHz/Division resolution was obtained, ascertaining that the analyzer was still operating in a calibrated mode, and the carrier appeared exactly at the center of the screen.
3. The generator was tuned until the CW signal appeared exactly at the center of the screen. The frequency of the GR signal generator was monitored by the Hewlett Packard digital counter.
4. Operating the spectrum analyzer in a 2 kHz/Division horizontal sweep mode, a 1 kHz frequency measurement accuracy could be obtained.

LIST OF EQUIPMENT

HEWLETT PACKARD, Model 8554-L Spectrum Analyzer

HEWLETT PACKARD, Model 5383-A Digital Frequency Counter

GENERAL RADIO, Model 1215-C Signal Generator

HUM MEASUREMENTS

PARAGRAPH 76.605 (7)

PROCEDURE

1. The Spectrum Analyzer was operated in a single frequency mode of operation (narrow-band receiver) and tuned to a pilot carrier or standby carrier, providing a clean CW signal.
2. Then, the analyzer was switched into a linear amplitude mode, in order to provide maximum sensitivity.
3. The horizontal line across the top of the screen showed a variation in amplitude.
4. The peak to peak variation of the horizontal line was read in tenth of a division, and the value related to the full vertical deflection (8 division) on the screen.
5. For example, the amplitude variation of 0.2 division equaled $\frac{.2}{8} = 2.5\%$ hum modulation, or a variation of .1 division was equivalent of $\frac{.1}{8} = 1.25\%$ hum modulation.

LIST OF EQUIPMENT

HEWLETT PACKARD, Model 8554-L Spectrum Analyzer

SYSTEM NOISE MEASUREMENTS

PARAGRAPH 76.605 (9)

PROCEDURE

1. An unused channel was used to check signal to noise ratio in the system.
2. At the test location, the 727 Signal Level Meter was tuned to the video carrier of the adjacent channel, and the signal level recorded.
3. The compensator of the 727 was adjusted to obtain a +10 dB reading on the red (dB) scale.
4. Then, the Signal Level Meter was tuned to the center of the "empty" channel, searching for a minimum reading. While doing this, certain attenuator pads had to be switched off. The remaining noise level was also recorded from the dB (red) scale.
5. The resulting Signal/Noise ratio was calculated as the sum of attenuators switched off, plus the dB reading below the +10 dB level. In order to compensate for the peak versus effective voltage ratio, and the 4.2 MHz noise bandwidth versus the 0.6 MHz bandwidth of the Signal Level Meter, 3.5 dB was deducted from the actually measured Signal/Noise ratio.

LIST OF EQUIPMENT

JERROLD, Model 727 Signal Level Meter

CROSSMODULATION TESTING

PROCEDURE

1. At the head-end, one of the signal processors was switched into the standby mode of operation, providing a clean CW signal.
2. The amplitude of the CW signal was carefully adjusted to the same level as the original video carrier.
3. At the system test location, the Hewlett Packard spectrum analyzer was connected to the amplifier test-point. The analyzer was operated in a narrow (1 kHz) IF bandwidth mode, and the scan-width adjusted to 5 kHz/Division. The analyzer was tuned to the CW carrier frequency.
4. The first harmonic of the 15.75 kHz line-sync frequency components appeared 3 division on both sides of the video carrier as pips (spurious beats).
5. The absolute amplitude calibration of the analyzer permitted a direct and accurate dB reading of the crossmodulation level.
6. In order to record worst case (in-phase crossmodulation) conditions, the observation lasted for about two (2) minutes, and the highest amplitude (worst case condition) was recorded.

LIST OF EQUIPMENT

HEWLETT PACKARD, Model 8554-L spectrum analyzer.

FREQUENCY RESPONSE TESTING

PARAGRAPH 76.605 (8)

PROCEDURE

The channel by channel frequency response testing was performed in two steps. First, the signal processing equipment at the head-end was checked. Second, the frequency response of the cable plant was measured by the summation testing method. The addition of the two deviation figures (in dB) from the zero performance level provide the total frequency response from the antenna input to the test location.

1. The sweep generator was connected to the antenna input (or bandpass filter input) of the signal processor, and the output of the processor (or the output of the bandpass filter) was connected to the detector input. The processor was put into a manual mode of operation, adjusting the gain to a level which produced the operating output level under actual operating conditions. The sweep input level was adjusted to a value reasonably close to the antenna input signal.
2. Frequency markers were injected into the sweep, and the frequency accuracy checked with the Hewlett Packard Model 5383 A Digital Frequency Counter.
3. The peak to valley deviation from the reference level was measured on the scope of the Model 9300-A Sweep Tester, and recorded in the log-book. The sweep testing of the signal processing equipment completed the first phase of this procedure.
4. The cable plant testing started with the connection of the Wavetek Model 1801-A Summation Sweep Generator to the input of the trunk line through a directional coupler.
5. The horizontal scanning of the sweep generator was operated in a 2 millisecond sweep mode, recurring once in a second. The 40 through 300 MHz sweep of the generator was kept about 10 dB lower than the average video carrier signal level.
6. At the cable plant test location the Hewlett Packard Model 8554-L spectrum analyzer was used as the receiver.
7. The analyzer was operated in a 1 MHz/Division horizontal sweep, the scanning rate slowed to .5 second/division.
8. The test channel's video and sound carrier was adjusted from -2 to +2.5 division, in reference to the center line of the screen, thus identifying the frequency limits of the channel of interest.

9. The 2 millisecond pulses appeared at the left of the screen, moving slowly to the right, sweeping a 10 MHz portion of the frequency band in 5 seconds. The carriers were sitting in the center of the screen.
10. At the start of the slow sweep the top of the pulse was adjusted to a reference line, and the deviations from the reference level recorded.
11. The procedure was later repeated to cover 3 channels simultaneously, thus comparing the amplitude variations between adjacent channels.

LIST OF EQUIPMENT

TEXCAN, Model 9330-A Sweep Tester

WAVETEK, Model 1801-A Sweep Generator

HEWLETT PACKARD, Model 8554-L Spectrum Analyzer

GENERAL RADIO, Model 1125-C Marker Generator

HEWLETT PACKARD, Model 5383-A Digital Frequency Counter

RADIATION TESTING

PARAGRAPH 76.605 (12)

PROCEDURE

1. In order not to confuse direct pick-up of distant TV stations with radiation emanating from the cable plant, a 1000 Hz modulated carrier tuned to the center of an empty low-band channel, was applied for this test. The amplitude of the modulated carrier was carefully adjusted to the same level as the adjacent channel video carriers.
2. At the test location, a half-wave dipole, tuned to the center of the test-channel, was lifted into the vicinity of the amplifier, tap, termination, or cable. At a distance of 10 feet from the tested components, the dipole was rotated around the vertical axis to obtain maximum reading.
3. The half wavelength dipole was connected to the Model 727 Signal Level Meter through a 300/75 OHM balun and a 10' low-loss test cable.
4. The following formula was used to relate the microvolt readings of the Signal Level Meter to actual fieldstrength recordings in microvolts/meter:

$$F = 0.021 E \times f$$

Where: F is the fieldstrength in microvolts/meter
 E is the measured signal level in microvolts
 f is the frequency in Megahertz.

LIST OF EQUIPMENT

SIGNAL LEVEL METER	JERROLD. Model 727
ANTENNA	Tuned half-wave dipole
BALUN	BLONDER TONGUE, Model 3413

BIRO ENGINEERING

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LIST OF TEST INSTRUMENTATION

1. HEWLETT PACKARD, Model 8554-L SPECTRUM ANALYZER, Serial # 1143A-00636
Date of last calibration: October 1, 1980.
2. HEWLETT PACKARD, Model 5383-A DIGITAL FREQUENCY COUNTER, Serial # 1820-A-02070
Date of last calibration: October 1, 1980.
3. TEXCAN, Model 9300 SWEEP GENERATOR, Serial # 6928
Date of last calibration: October 1, 1980.
4. WAVETEK, Model 1801-A SUMMATION SWEEP GENERATOR, Serial # 133330
Date of last calibration: October 1, 1980.
5. GENERAL RADIO, Model 1215-C VHF SIGNAL GENERATOR, Serial # 5072
Date of last calibration: October 1, 1980.
6. GENERAL RADIO, Model 1209-B UHF SIGNAL GENERATOR, Serial # 3093
Date of last calibration: October 1, 1980.
7. SIMPSON, Model 461 DIGITAL VOLT-AMP-OHM METER, Serial # 2164
Date of last calibration: October 1, 1980.
8. JERROLD, Model 727 SIGNAL LEVEL METER, Serial # 3662
Date of last calibration: October 1, 1980.
9. 15" SONY TRINITRON, monitor receiver.

BIRO ENGINEERING

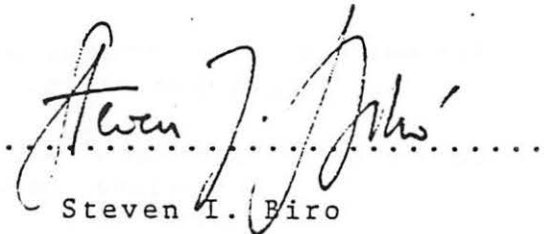
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QUALIFICATION STATEMENT

I hereby certify that I am a technically qualified person, responsible for the preparation and performance of the engineering information contained in this CATV System Performance Testing Report; that I am familiar with Part 76 of the Commission's Rules; that the submitted data and test results are accurate to the best of my knowledge.

Princeton, November 1, 1980

By:


Steven I. Biro

ENGINEERING DEGREE:

MS in Electrical Engineering, 1950
The Technical University of Budapest,
Hungary.

CATV POSITIONS:

Engineering Manager, The Jerrold Corp.
1965-1968

Engineering Manager, VIKOA, Inc.
1968-1970

Consulting Engineer, Biro Engineering
1970 to present

MEMBERSHIPS:

Institute of Electrical and Electronics
Engineers (IEEE) since 1961. Member.

Society of Cable Television Engineers
(SCTE) since 1970. Senior member.

CATV PUBLICATIONS & PRESENTATIONS

The Biro Technical Bulletins, a bimonthly CATV Technical Publication since 1970 to present.

The Computerized CATV Reception Paper Study,
Cablecasting, June 1969.

Minimum Acceptance Testing of CATV Head-Ends,
1969 NCTA Convention, San Francisco, Cal.

The CATV Engineer's Guide for Signal Surveys,
Cablecasting, May 1970.

Analysis of Minimum Head-End Requirements for Satellite CATV Reception,
1970 NCTA Convention, Chicago, Ill.

Antenna Radiation Patterns & Co-Channel Protection,
1971 NCTA Convention, Washington, D.C.

Co-Channel Measurements: A State of the Art Report,
TV Communications, December 1972.

Antenna Site & Head-End Selection in Big City CATV Systems,
1972 NCTA Convention, Chicago, Ill.

The Phazar, a New Interference Rejection Device,
1974 NCTA Convention, Chicago, Ill.

Reliability of CATV Head-Ends,
Joint IEEE/SCTE CATV Reliability Conference
1976, Philadelphia.

Reception of Distant UHF Stations,
Pennsylvania State Association Meeting,
1976, White Haven, Pa.

Co-Channel Protection Limitations of the Circularly Polarized (CP) Antenna-Array.
1978 NCTA Convention, New Orleans, La.

Advanced Distant Signal Rejection Technique,
TV Communications, October 1979.

SUMMARY OF FCC STANDARDS (from FCC rules and Regulations, Part 76, dated September, 1972 as amended October 10, 1973. Applicable to all Class 1¹ Cable Television Channels.)

FCC Reference	System Parameter	Standard
76.605(a)	Channel frequency boundaries	Refers to channel frequency assignments (Sect. 73.603(a) of Rules). FCC approval required for non-standard assignments.
76.605(a)	Visual carrier frequency without set converter ² with set converter	1.25 MHz \pm 25 kHz above lower boundary of channel 1.25 MHz \pm 250 kHz above lower boundary of channel
76.605(a)	Aural carrier separation ³	4.5 MHz \pm 1 kHz above visual carrier frequency
76.605(a)	Minimum visual carrier level	0 dBmV
76.605(a)	Visual carrier level variation For any channel over 24 hr. period Between adjacent channels Between any two channels Maximum level	12 dB, max. 3 dB, max. 12 dB, max. Not to overload subscriber's set
76.605(a)	Aural carrier level	15 \pm 2 dB below associated visual carrier level.
76.605(a)	Hum and low-frequency disturbance level	5% peak-to-peak modulation, max.
76.605(a)	Channel frequency response	\pm 2 dB, max.: within -1 and +4 MHz of visual carrier frequency
76.605(a)	Visual carrier-to-noise ratio ⁴ Visual carrier-to-cochannel ratio ⁴	36 dB, min. 36 dB, min. (Waivered)
76.605(a)	Visual carrier-to-coherent disturbance ratio	46 dB, min. (Waivered)
76.605(a)	Subscriber terminal isolation	18 dB, min.
76.605(a)	Radiation ⁵ Up to and including 54 MHz Over 54 MHz up to and including 216 MHz Over 216 MHz	15 μ V/m, max.: at 100 feet 20 μ V/m, max.: at 10 feet 15 μ V/m, max.: at 100 feet

¹A Class 1 cable television channel is one in which broadcast television programs are relayed to subscriber terminals.

²Test not required where signals are carried "on-channel" and introduced to the cable system by a simple amplifier or by a heterodyne processor using a single local oscillator.

³Test not required where the broadcast intercarrier separation is not altered by the transmission of signal to the cable system or by the cable system itself.

⁴Applicable to signals delivered to subscribers within the predicted grade B contour of the signal or first received within the grade B contour.

⁵Without regard to class of cable television channel. Includes all pilot and FM carries on system.

V I R G I N I A:

IN THE CIRCUIT COURT
OF GILES COUNTY

TOWN OF NARROWS.

Plaintiff

-vg-

CLEAR-VIEW CABLE TV,
INCORPORATED,

Defendant

FEBRUARY 27, 1981

10:00 A.M.

HEARD BEFORE:

THE HONORABLE ROBERT L. POWELL

NOTARIES PUBLIC

MEMBERS
NATIONAL SHORTHAND
REPORTERS ASSOCIATION
VIRGINIA SHORTHAND
REPORTERS ASSOCIATION

CENTRAL VIRGINIA REPORTERS

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AREA CODE 703

* * *

The following cause came on to be heard on this the 27th day of February, 1981 before the Honorable Robert L. Powell, Judge of the Circuit Court of Giles County, sitting at Pearisburg, Virginia, when the following proceedings were had:

MR. GARDNER: Your Honor, is the Rule excluding witnesses still in effect?

THE COURT: Yes.

MR. GARDNER: Do we need to make it again?

THE COURT: No, it would still be in effect from the other Hearing.

MR. CORNWELL: We ask the Court that the witnesses be excluded.

THE COURT: Are there any witnesses in the Courtroom who were not sworn at the prior Hearing?

(Witnesses sworn)

THE COURT: Are the parties ready to proceed?

MR. GARDNER: Yes, sir; I'd like to recall Mr. Anglin for several brief questions, if

the Court please.

CLARENCE HARRY ANGLIN

was recalled as a witness and further testified under oath
as follows:

DIRECT EXAMINATION

BY MR. GARDNER:

Q State your full name, please, sir.

A Clarence Harry Anglin.

Q Are you the same Clarence Harry Anglin
that testified previously in this proceeding?

A Yes.

Q You have been sworn as a witness, have
you not, sir?

A Yes.

Q Mr. Anglin, you've already testified at
great length and I just want to make sure that several
points are clear for the Record as to some particular times
and numbers.

At the time of the Hearing before the
Narrows Town Council, approximately how many paid
subscribers did you have?

A Approximately 950.

Q How did these people pay for service?

A Roughly 65 percent of them paid quarterly, by the 15th of the first month in the quarter; and, the others paid monthly.

Q So, well over half were paying by the quarter?

A Right.

Q Are these people presently paid ahead of time?

A Yes.

Q So they're still entitled to the service that they paid for, for the following quarter, at least?

A Yes.

Q Now, what other agreements did you have in effect with regard to the system at the time of the Hearing?

A I had agreements with Appalachian Power Company; pole attachment agreements, and also pole attachment agreements with C&P Telephone Company.

Q Did these require you to make certain payments for having your lines on the poles?

A Yes; Appalachian Power Company billed quarterly and C&P Telephone Company billed semi-annually.

Q Were you liable to them for so long as your lines were on the poles?

A Yes.

Q Mr. Anglin, let me ask you to identify these two documents, please.

I would ask you to look at what's been marked as Defendant's Exhibits C and D and ask you if you recognize what those are.

A Yes, I do.

Q Would you tell me what those are?

A These are Arrest Warrants issued by the Town of Narrows.

Q When did you receive these?

MR. CORNWELL: Could I bring - -

MR. GARDNER: I'm laying the foundation so I can show them to you.

THE WITNESS: I don't recall the exact date, but - -

BY MR. GARDNER:

Q When do the documents show that they were issued?

A The 18th day of September.

Q And who signed the Warrants, who initiated

the Warrants, here?

A Donald E. Richardson.

Q Is that on both of the Warrants?

A Yes, it is.

Q Same date; September the 18th?

A Yes, sir.

Q Signed by Donald E. Richardson?

A Yes.

Q These two Warrants charge you with a criminal offense of operating your system in violation of the Ordinances, do they not?

A They do.

MR. GARDNER: I would ask that these be admitted into evidence.

MR. CORNWELL: I object; first of all, these actions occurred after September 15th, 1980 and we're concerned with the state of affairs on September 15th or prior thereto.

They're irrelevant and immaterial and have nothing in relationship to anything that we've been involved in with this matter.

Therefore, I would object on those grounds.

MR. GARDNER: Quite to the contrary,

Your Honor, I think these are a part and parcel of the action taken by Council.

Two are criminal Warrants sworn out by the Mayor alleging that a violation existed and that is before the Court.

I can't think of anything more material than that to show the intent of Council. This was part and parcel of the action that was taken as a result of the Hearing.

MR. CORNWELL: Your Honor, I think Mr. Gardner is incorrect.

They do not allege a violation of the Ordinance; they allege a violation of the Commonwealth of Virginia.

They're not relevant to the issue we're trying; they happened after September 15th and they don't involve any matter concerning the system at all.

They're also criminal charges, warrants; there's been no Hearing on this.

THE COURT: Overruled; you may proceed.

MR. GARDNER: Answer to Mr. Cornwell, please.

(Thereupon the Warrants were marked

as Defendant's Exhibits C and D and were
entered into the Record)

CROSS EXAMINATION

BY MR. CORNWELL:

Q Mr. Anglin, those matters that have been
admitted by the Court over my objection involve a Section
of the Code of Virginia.

Let me see the Warrants, Your Honor.
I believe that Section is 15.1316 of the Code of Virginia.

Is that your understanding, sir?

A I have no idea what Code it comes under.

Q Do you recall on the night of September
the 15th me reading to you from the Code of Virginia,
Section 15.1316?

A You read some Code; I don't remember the
number, Mr. Cornwell.

Q Do you remember my reading it?

A Yes.

Q I have the transcript which has been
admitted into evidence by your Counsel and on Page 19
Lines 6 through 25 and later, on Page 92, Lines 1 through
14 are the places where it was read to you.

Do you recall that, sir? A statute was read to you and you responded thereto?

A I remember you reading a statute, Mr. Cornwell; what it was, I don't recall.

Q You continued to use the streets, public alleys and highways of the Town of Narrows after the 15th of September, did you not?

Clear-View Cable TV, Incorporated continued to use the streets, public alleys and highways after September 15th, 1980, did you not?

A The majority of our work was done in Pearisburg.

Q But, you still had your equipment and you were still operating the system in the Town of Narrows after September 15th.

A Our equipment was still on the poles.

Q And you did that on September 16th, 1980 and you also operated on September 17th, 1980; is that correct?

A Our system continued to operate.

Q And your system was on the poles and in the public places of the Town of Narrows on those two dates?

A On the poles; yes, sir.

MR. CORNWELL: Thank you, sir.

MR. GARDNER: I have no further questions;

I call Mrs. Patsy Carr.

(Witness excused)

PATSY M. CARR

was called as a witness and after having been first duly sworn to tell the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. GARDNER:

Q State your full name, please.

A Patsy Morris Carr.

Q Where do you live?

A I live in Ripplemead.

Q How long have you lived there?

A Eighteen years.

Q Are you presently employed?

A No.

Q What was your most recent employment?

A I worked for Clear-View Cable TV, in Narrows.

Q And how long did you work for them?

that was, generally speaking, prior to the time that Mrs. Carr left the firm.

I gave her number to the number of people who called me or advised them to call her at Ripplemead.

MR. CORNWELL: All right, sir; you may examine.

CROSS EXAMINATION

BY MR. GARDNER:

Q Mr. Heatwole, was Town Council aware of these things you testified to just now?

A Yes, sir; I believe all members of Council have had the same experience as far as receiving complaints and determining - -

Q Mr. Heatwole, my question very simply was, were they aware of it; I think yes or no would be sufficient.

A Yes, they were.

Q Had you informed them of many of these things yourself?

A Informed Council?

Q Yes, sir.

A Yes, sir.

Q You had spoken to them and shown them documents and so forth, from time to time?

A Yes, sir.

Q Did you testify at the Public Hearing in September?

A I - -

Q This was all prior to the Public Hearing.

A This is prior to the Public Hearing in September?

Q Yes, sir.

A Yes, sir.

Q Did you testify at the Public Hearing; yes or no?

A I'm trying to recall if I did; I don't recall having been asked any questions.

Q The Record doesn't reflect that you did; so, do you recall?

A I don't recall.

Q Did you personally confront Mr. Anglin with any of these things that you just told the Court, at the Public Hearing?

A No, sir; not at the Public Hearing.

Q So, all of these factors that you've referred to here had previously been advised to Council by

you or by other sources; is that correct?

A And in correspondence to Mr. Anglin over a period of time.

Q Was this correspondence presented to Mr. Anglin or his responses at the Public Hearing?

A The correspondence precedes it; all of it precedes the Public Hearing.

Q Was he questioned or confronted with any of this at the Public Hearing?

A Not to my knowledge; no, sir.

Q Mr. Heatwole, on how many different occasions can you recall that you have given Mr. Anglin specific information about complaints that you've received involving the names and the addresses or even the names, specific names of people who have complained to you?

Have you ever done that in writing?
Have you ever given him names of people who have made complaints to you?

A I believe so; yes, sir. I think you'll find several letters there that name individuals.

Q Do you know how many names it would be?

A I don't know; I have called the Office a number of times and given them complaints that I had

received.

Q Who did you speak to when you called the Office?

A Usually Mrs. Carr.

Q Did you hear Mrs. Carr's testimony?

A I did not.

Q Would it surprise you, sir, if she testified under oath that she only recalled you calling one time to give her names?

A That would surprise me because I'm sure it would be more than once.

Q You recall having called more than once?

A I do.

Q Do you keep any records of this sort of thing?

A I kept no record of it, sir.

Q You didn't keep any records of that?

A No.

Q Do you recall Mr. Anglin visiting your Office and discussing, I think you had placed an ad in the paper asking for people dissatisfied with the System to get in touch with you; is that correct?

A That's correct.

Q Did you do that on your own motion or was it requested by Council?

A No; it was requested by Council.

Q How many responses did you get to that?

A I don't recall now; I think somewhere between 20 and 30.

Q Did you give Mr. Anglin those names?

A I did not; no.

Q You did not?

A (Shakes head negatively)

Q You did not?

A I did not.

Q What did you do with them?

A I believe Mr. Anglin said he would come by the Office; and, to my knowledge, Mr. Anglin has never been to my Office.

Q He's never been to your Office?

A I don't recall Mr. Anglin having been in my Office; no, sir.

Q You have had discussions with Mr. Anglin, though?

A That's right.

Q Do you recall telling Mr. Anglin that he had his tower in the wrong place?

A Telling him that he had his tower in the wrong place?

Q Yes.

A I may have told him that; I heard that; yes, sir.

As a matter of fact, I believe that the study done in 1975 shows that he did not have a clear line of sight between his tower in Narrows and several of the stations he was trying to pick up.

Q Do you recall sending Mr. Anglin a cartoon showing what a good picture is and what a bad picture is that you had drawn yourself; a drawing with a TV screen with one labeled "good picture" and one labeled "bad picture"?

A I don't recall that; I do recall giving him a cartoon that the FCC puts out, or did at that time, put out a drawing of five different TV pictures designed to rate quality of reception, from one through five.

Q But, you don't recall sending him a letter or you had drawn a picture where you attempted to explain to him what a good picture is?

A I don't recall; it may be in that group there.

Q Mr. Heatwole, wouldn't it be fair to say that you've made every attempt to run the System down

and to try to do everything you could to harm the System in the Town of Narrows?

A No, sir; I think that I, my responsibility as Town Manager includes enforcement of the Town Ordinances.

Q I'm sure Mr. Cornwell will have that opportunity to allow you to elaborate on that, but I take it you're saying "no" to my question; is that correct?

A No; yes, sir; no.

Q But, you did advertise for complaints and when you got them you didn't turn them over to Mr. Anglin, you didn't send them to him?

I will find those names in here; is that correct?

A You may find them in there, but I did not send any names to Mr. Anglin as a result of the ad; that's right.

Q As a result of the evaluation of the System that you had performed, well, when was that; '75?

A I believe it was '75; yes, sir.

Q And, some changes were made following that, were they not?

A That's correct; yes, sir.

Q Were you aware that the man that made the evaluation offered to buy the System after he made

the evaluation?

A I was not aware of that.

Q Do you have any interest in the new Cable System, sir?

A No, sir.

MR. CORNWELL: Objection; irrelevant and immaterial.

THE COURT: Overruled.

MR. CORNWELL: We're talking about a matter after September 15th, 1980.

I don't think, if they're going to put any evidence about some new Cable Company or something, why, there's no way, Your Honor, this is relevant and material to the matters here.

THE COURT: Overruled.

BY MR. GARDNER:

Q Do you have any interest in the new Cable System that is currently being placed in the Town of Narrows?

A No.

Q Do you have any relatives that work for or have worked for it?

MR. CORNWELL: Objection.

THE WITNESS: No, sir.

BY MR. GARDNER:

Q That's your testimony, sir; you have no relatives that are employed by the new Cable System?

A No.

MR. CORNWELL: Objection.

THE COURT: Overruled.

BY MR. GARDNER:

Q One other thing, Mr. Heatwole, you had mentioned earlier that when you talked to Mr. Anglin from time to time about the quality of the System he related to you that 75 percent of his complaints had to do with set adjustment, fine tuning and so forth.

Do you know of any experience to the contrary, or, have you gone with him from house to house or have you made your own evaluation of that sort of a problem?

Are you saying that that wasn't true?

A No; I haven't seen the data behind it so I would, I wouldn't be able to say whether 75 percent is correct or not.

I do know that it has been established

from the very beginning that he said that 75 percent of the problems have been due to customers' sets.

Q Had any Ordinances or any Franchise been granted to any other System prior to the Hearing on the 15th of September?

A No, sir; no, sir; not to my knowledge; not in my time.

Q Has there been one granted since then?

A Yes.

MR. CORNWELL: Objection to things that happened after the 15th.

THE COURT: There has been quite a bit of evidence of what happened after the 15th of September.

MR. CORNWELL: I offer my objection.

THE COURT: I understand; but, let him answer.

BY MR. GARDNER:

Q Has there been a new Franchise granted?

A Yes, sir.

Q Does it have the same terms and conditions as the one that is involved in this Franchise, or is it different?

A Some differences.

MR. CORNWELL: I don't see the relevancy,
Your Honor.

MR. GARDNER: That's the extent of my
examination; thank you, sir.

REDIRECT EXAMINATION

BY MR. CORNWELL:

Q Mr. Gardner asked you if you made your own
evaluation of the System; did you, in fact, do this, sir,
on some televisions that were on public display in the
Town of Narrows at one time?

A Yes; and I believe the correspondence over here
will show that over a period of time I advised Mr. Anglin
of the results of those observations, again, using this
rating system developed by, I think, the Television Allocation
Office of the Federal Communications Commission.

Those observations were made on new sets
on display at Strong's Television Service and the Davis
Television Service in Narrows.

Q Strong's and Davis both had - -

A Both the stores in Narrows; both had

* * *

CI

PORTERS

STENOGRAPH REPORTERS

P. O. BOX 2738

ROANOKE, VIRGINIA 24001

RECROSS EXAMINATION

BY MR. GARDNER:

Q Mr. Heatwole, just several points that we had discussed prior to lunch I want to try to clarify for my own notes.

We had discussed on, I think, previous examination that you had put an ad in the paper and had received approximately 30 names of people who had complaints - -

A Yes.

Q - - against the System.

I believe you also testified that this list was never furnished to Clear-View Cable TV. Do you recall whether or not any of those people on that list attended the Public Hearing in September?

A No, sir; I don't; I don't recall the names.

Q You don't recall any of the names?

A No, sir; I don't recall them.

Q How were these names furnished to you, by letter or by personal appearance?

A Some by letter, some by telephone calls

and some by personal appearance.

Q And you don't recall a single name from the list of 30?

A All I can do is recall some likely names; but I would be unable to identify or recall any specific names.

Q Did you prepare a list of those people who called in? Did you actually make a list?

A No, I did not prepare a list.

Q So, if I understand you correctly, you placed an ad in the papers, you got a number of responses to it and then that was the end of it?

A (Nods head affirmatively)

Q Did you furnish that information to Council?

A I don't recall that; I don't recall furnishing it to Council.

Q I believe you did testify previously that you did furnish these letters to Council at various times from time to time.

A That's correct.

Q These that have just been admitted?

A That's correct.

Q Did you discuss with Council these other

matters that you've testified to here today with regard to various problems that you were experiencing and so forth?

A Yes, sir; I was going to say that whenever the matter of Cable TV was discussed by Council or brought up by an individual Councilman it resulted in a general discussion at which time I informed Council of what information I had.

And, this occurred frequently as Council's Minutes will show.

Q Now, none of this information was furnished to Council or entered into the Record at the Public Hearing in September; is that correct?

A Not to my knowledge; no, sir.

Q Well - -

A It was not.

Q I mean, it was not admitted or submitted to Council at that time?

A That's correct.

Q Did you set out a Petition in the Treasurer's Office or the Tax Office for people who had complained about the Cable TV Systems?

A I believe, four or five years ago; I believe a Petition was left at the counter.

Q Do you recall it was last year?

A None last year that I recall; there may have been a Petition circulated by someone other than the Town. I did not originate a Petition.

Q You didn't furnish any Petition to Mr. Anglin with any names on it, last year, did you?

A No, sir.

MR. GARDNER: All right; thank you, sir.

MR. CORNWELL: Your Honor, short of using this witness to introduce an exhibit, a newspaper ad, which I understand was already agreed to; anyway, I'm finished with this witness.

THE COURT: You may be excused.

(Witness excused)

MR. CORNWELL: I call Mr. McCorkel.

HUGH DAVIS MCCORKEL

was called as a witness and after having been first duly sworn to tell the truth, the whole truth, and nothing but the truth, testified as follows:

during and up to September 15th, 1980, did you find out there was some problem as far as the amplifiers being set up from the head-in down into the Town of Narrows?

A Yes, sir; that was talked about quite a lot. If one amplifier would change, the next one or three down the line would change and the amplifiers from the Town of Pearisburg going into the Town of Narrows had been set up wrong for a long period of time.

Q Were all these matters brought to Mr. Anglin's attention or was he aware of them?

A Yes, sir; brought to his attention and his Chief Engineer, Mr. Bern Trigor.

Q Were there any changes made or any actions taken after these matters were brought to the attention of Mr. Anglin or the Chief Technician?

A No, sir; not immediately. Most of the time it was several weeks later the matters were adjusted and sometimes not even then.

Q Did you, yourself, receive complaints about the System when you were out doing work?

A Yes, sir; I did.

Q Did you attempt to correct those problems?

A Yes, sir.

Q So, you got ten to 40 complaints a day,

I believe that's what you said.

A Yes, sir; on the average.

Q Did you receive more than that yourself when you were out working on a house?

A Yes, sir; people would come up to me and complain to me when they could catch me out, or, I got several complaints at my parent's home.

People would see me out on the street or something and they'd talk to me about their TV and I'd try to go help them.

Q Did there seem to be any one particular part of the Town of Narrows that was in worse condition than the others?

A Yes, sir; most of the trouble occurred in North Narrows, up on High School Hill.

Q Why was that a problem?

A You couldn't get proper signal levels up on North Narrows.

Q For what reason?

A Mostly because of inadequately spliced amplifiers and poor equipment.

Q Is this a constant problem in trying to correct the problems?

A Yes, sir; it was.

time the Franchise was given to Mr. Anglin and his Company.

I was a Member of Council at the time the construction work was done and the Cable was put into operation, the first year of the operation of the Cable.

Q In your capacity as Member of Town Council and Mayor, what was the situation involving the Town and Clear-View Cable TV, Incorporated - -

A Would you be more specific, Mr. Cornwell?

Q Did Council receive any complaints concerning the Service?

A Yes, sir; in the term of years that I served on Council, which was as I mentioned, was the beginning of the Cable Service in Narrows by Clear-View Cable TV, we received a goodly number of complaints both to the Town and also as individual Council Members.

The complaints were quite numerous at that time; during the term that I served as Mayor there were, I would say, as much, as many complaints given to me individually or perhaps more so than when I served as Councilman.

Q Did you attempt to, as Mayor, to work out these complaints with Clear-View Cable TV, Incorporated?

A I made no personal contact with Mr. Anglin or the Cable Company or any member of his Company individually.

2 Council did, through the Town Manager,
3 did seek meetings with and did have meetings with Mr. Anglin
4 and representative of his Company on occasion in regard to
5 an answer to the complaints and in regard to an upgrading
6 of the service on the Cable.

7 Q What satisfaction did you get for those
8 meetings?

9 A The only way I could sum that up, Mr.
10 Cornwell, would be to say that the complaints continued
11 and perhaps about the same in number.

12 Q What was Mr. Anglin's attitude toward
13 the Town Council of the Town of Narrows?

14 A On the occasions when we did hold the
15 meetings that he attended at our request we were given
16 to understand that efforts were being made either at the
17 time or were to be made in order to improve service.

18 And, we were told on an occasion or two
19 that we would have, there was no local service represen-
20 tative working with the Company, but that we would have
21 servicemen in the area or a serviceman residing in the
22 immediate area, which never did come to pass.

23 Q Were those promises kept?

24 A No, sir; not in that regard.

25 Q Was the service improved during this time?

1
2 A Not to my knowledge; no, sir. The
3 only thing I could gauge by was by the number of complaints
4 that I personally received and those reported by Council,
5 and the complaints, as I mentioned a moment ago, were about
6 as numerous or more so than when I was on Council.

7 Q Did you bring these matters to the
8 attention of Mr. Anglin?

9 A They were brought by, usually by Mr.
10 Heatwole on behalf of the Town by Council or in meetings
11 that were held between the Council and Mr. Anglin.

12 Q And your knowledge while you were Mayor
13 or a Member of Town Council, did you ever request Mr.
14 Anglin to appear and he did not appear?

15 A Yes, sir; this was done and I think I
16 can say with honesty on several occasions that the
17 request was made that he nor anyone representing his
18 firm was present.

19 MR. CORNWELL: That's all the questions
20 I have, sir.

21
22 CROSS EXAMINATION

23
24 BY MR. GARDNER:

25 Q Sir, you testified, I believe, at the

~~sympathize with any businessman who is of his own choice,
I mean, without his choice of being closed out of a business,
the investments would be lost and monies would be lost.~~

I certainly would offer sympathy on my
part to Mr. Anglin or anyone else to have to give up such
an investment.

However, I've been in business in the
automobile business either for myself or others for about
25 years; as you well know, the key to the automobile
business success is service.

I have never lost a customer, I don't
think, in all that time, sir, when I was making an honest
attempt to service what I had sold to him.

The key here is not putting a man out
of business, the key here is after a dozen years, what
to do to improve the service which has not been done to
the satisfaction of the subscribers who were part and
party to the Cable in Narrows.

And, yes, I would hate to have to see
Mr. Anglin have to go out of business, or anyone, regard-
less of his investment.

~~Q Have you ever had occasion to talk to
Mrs. Carr?~~

~~A I do not know Mrs. Carr, I don't think.~~

hearsay comments; I have not heard it in a meeting or officially or anything.

Q Did alot of people complain about shadows, wavy lines, and reception that they weren't satisfied with?

A Yes, on occasion; if you'll allow me to continue because I'm not here on a personal vendetta on Mr. Anglin; there were numerous complaints in numerous ways but most of the complaints were "I cannot get in touch with someone for service" or "I do not get a reply when I do get in touch with someone".

This was not giving me the nature of the complaints; I did not know the nature of the complaints. The comments were; "I cannot reach anyone" or, "I don't get a reply back when I do reach someone" and this was the bulk of the complaints.

Q To the best of your knowledge, was the Office open on a 9:00 - 5:00 basis? Did you ever look into it?

A Not personally; I did not.

Q Did you ever talk to the people there, if there were problems about them receiving information?

A In all fairness, I was like Dwight Eisenhower, I turned to the Town Manager and said, "Will you

MR. GARDNER: Thank you, sir.

REDIRECT EXAMINATION

BY MR. CORNWELL:

Q Mr. Greene, you said the majority of the complaints were because of what?

A The complaints that came directly to me, I sincerely believe for the most part, Mr. Cornwell, had to do with the inability of the people calling to reach someone in regard to asking for repair or having someone call in the event they had talked to someone about coming out to make repairs or necessary adjustments that were made; it was either the lack of communications or reaching or the lack of response when they did reach someone.

Q So, I take it you were not the first person they called?

A No, sir; at least in most cases I would be told, I should say, a call had been placed at least once before they got to me.

MR. CORNWELL: No further questions.

MR. GARDNER: I have no further questions; thank you, sir.

THE COURT: Do you want to excuse the

don't know exactly the years.

Q I believe that Mr. Greene was Mayor from 1978 to 1980; does that sound about right?

A That sounds about right.

Q Were you Mayor the term before that?

A No; no; I was Mayor after I retired as Principal.

Q Well, High School?

A I retired from Narrows High School in 1973.

Q So, you were Mayor from 1974 to 1976?

A I don't recall.

Q During the time that you were Mayor, the two terms of four years of Mayor, was Clear-View Cable TV operating in the Town of Narrows?

A Yes, it was.

Q Both terms?

A Both terms.

Q Mr. Ragsdale, while you were Mayor of the Town of Narrows and Clear-View was operating there, did you have an opportunity or did you receive any complaints concerning their operation?

A Oh, yes; I had lots of complaints.

Q Do you recall how many per day or per week

V I R G I N I A:

IN THE CIRCUIT COURT
FOR THE COUNTY OF GILES

TOWN OF NARROWS,

PLAINTIFF

vs.

CLEAR-VIEW CABLE TELEVISION,

DEFENDANT

MARCH 9, 1981
2:00 P.M.

HEARD BEFORE:

THE HONORABLE ROBERT L. POWELL

APPEARANCES:

WARREN, CORNWELL & GIBB, PC
Narrows, Virginia

By: James E. Cornwell, Jr., Esq.

Counsel on Behalf of Plaintiff Town of Narrows

GILMER, SADLER, INGRAM, SUTHERLAND & HUTTON, ESQS.
Blacksburg, Virginia

By: Thomas J. McCarthy, Esq.
Phillip M. Sadler, Esq.

DILLOW & STAFFORD, ESQS.
Pearisburg, Virginia

By: J. Livingston Dillow, Esq.
C. Jefferson Stafford

Counsel on Behalf of Defendant Clear-View
Cable TV

(THE COURT SWEARS THE COURT REPORTER)

THE COURT:

DO YOU HAVE ANY COMMENT?

MR. CORNWELL:

No, sir.

MR. SADLER:

No, sir.

THE COURT:

THIS MATTER IS BEFORE THE COURT ON THE PETITION FOR A WRIT OF MANDAMUS FILED BY THE TOWN OF NARROWS AGAINST CLEARVIEW CABLE T.V.

AN ANSWER WAS FILED TO THAT PETITION AND THERE WAS ALSO A SUIT FOR A TEMPORARY RESTRAINING ORDER SEEKING TO RESTRAIN THE TOWN FROM TAKING CERTAIN ACTION UPON CRIMINAL WARRANTS THAT WERE SWORN OUT AGAINST THE RESPONDENT IN THE MANDAMUS PROCEEDING.

CLEARVIEW CABLE HAD OPERATED UNDER A FRANCHISE IN THE TOWN OF NARROWS FOR SEVERAL YEARS, AND IN 1976 THE FRANCHISE WAS RENEWED AND AT THAT TIME A RAISE IN RATE WAS GRANTED TO CLEARVIEW. APPARENTLY AFTER MANY COMPLAINTS CLEARVIEW WAS GIVEN A NOTICE THAT THE TOWN OF NARROWS WOULD HOLD A MEETING TO DETERMINE WHETHER OR NOT TO CANCEL THE FRANCHISE UNDER WHICH CLEARVIEW WAS OPERATING. NOTICE WAS MAILED TO CLEARVIEW STATING THE GROUNDS TO BE CONSIDERED AT THIS MEETING AS:

(1) THAT CLEARVIEW VIOLATED PROVISIONS OF THE SAID FRANCHISE THROUGH FAULT AND WILLFULLY; AND

(2) THAT CLEAR VIEW ATTEMPTED TO EVADE PROVISION OF THE FRANCHISE OR HAD PRACTICED FRAUD OR DECEIT UPON THE TOWN.

THAT MEETING WAS HELD AT THE TOWN HALL IN NARROWS, A REPRESENTATIVE OF CLEARVIEW WAS PRESENT. AT THAT MEETING, THE MAYOR STATED THE PURPOSE OF THE MEETING TO BE TO GIVE MR. ANGLIN OF CLEARVIEW A CHANCE TO EXPLAIN TO US WHY WE SHOULD NOT TERMINATE HIS CONTRACT. NO SPECIFIC OBJECTIONS WERE STATED TO HIM AT THAT TIME, AND THE MEETING PROCEEDED WITH SEVERAL RESIDENTS OF THE TOWN BEING PRESENT. IN THE COURSE OF THAT MEETING FROM THE RECORD THAT HAS BEEN PRESENTED TO THE COURT TWELVE CITIZENS VOICED COMPLIANTS AGAINST CLEARVIEW. THERE WERE SOME CITIZENS WHO WERE OUTSIDE OF THE CORPORATE LIMITS THAT VOICED COMPLAINTS AND THERE WERE OTHER CITIZENS WHO HAD NO COMPLAINTS.

IN THE COURSE OF THE MEETING, ONE MEMBER OF THE COUNCIL STATED OBJECTIONS TO CLEARVIEW AND THEN MADE THE STATEMENT THAT SHE HAD STARTED THE MEETING SO NOW THE PEOPLE COULD HAVE THEIR MEETING. AND, LATER IN THE COURSE OF THE MEETING STATED THAT IF THE MAJORITY OF THE PEOPLE WANTED THE SERVICE THAT WAS WHAT THEY WOULD GET; WHICH MAY INDICATE TO THE COURT THEY STARTED OFF THE MEETING WITH THE IDEA THAT A MAJORITY OF THE CITIZENS IN THE TOWN MIGHT CONTROL THE OUTCOME OF THE MEETING.

AFTER THE MEETING, DURING WHICH THERE APPARENTLY WERE SOME RATHER HEATED WORDS. THE SITUATION BECAME SO HEATED THE TOWN ATTORNEY, WHO MODERATED THE MEETING, ASKED THE PEOPLE TO CONDUCT THEMSELVES PROPERLY. DURING THAT MEETING, THE TOWN MANAGER FOR THE TOWN OF NARROWS PARTICIPATED WITH SOME REMARKS AND MR. ANGLIN OF CLEARVIEW PARTICIPATED WITH REMARKS.

THE COURT IS IMPRESSED WITH THE FACT THAT FROM STATEMENTS MADE IN THE MEETING AND IN THE ORE TENUS HEARINGS THERE IS A VERY DEFINITE CONFLICT IN PERSONALITIES IN THE DEALINGS THAT HAVE GONE ON FOR THE PERIOD OF TIME THAT CLEARVIEW HAS OPERATED IN THE TOWN OF NARROWS. THE COURT IS IMPRESSED SOMEWHAT WITH THE FACT THAT CLEARVIEW WAS GRANTED AN INCREASE IN RATE IN 1976 IN SPITE OF THE FACT THAT THERE WERE COMPLAINTS AT THAT TIME. IN 1976, CLEARVIEW WAS GRANTED A NEW FRANCHISE. AT THE CLOSE OF THE PUBLIC MEETING, THE TOWN COUNSEL WITHDREW INTO A CLOSE SESSION AND AFTER COMING BACK INTO THE REGULAR SESSION; THE MOTION WAS MADE IMMEDIATELY TO TERMINATE THE FRANCHISE. IN READING THE RECORD OF THAT MEETING THE COURT HAS NOT FOUND ANY SPECIFIC OBJECTIONS TO THE OPERATION BY CLEARVIEW. THERE ARE MANY GENERAL OBJECTIONS. IN THE EVIDENCE THAT HAS BEEN PRESENTED TO THE COURT SINCE THAT MEETING IN OUR ORE TENUS HEARINGS IT HAS BEEN SHOWN THAT THERE ARE SOME NINE HUNDRED FIFTY (950) CUSTOMERS OF CLEARVIEW, IN AND SURROUNDING THE TOWN OF NARROWS.

IF THE FINDINGS OF FACT AS STATED BY THE COUNCIL IN ITS MOTION TO TERMINATE THE FRANCHISE WERE ACTUALLY MADE IT WOULD APPEAR TO THE COURT THAT THEY WERE MADE IN A CLOSED SESSION AND NOT IN THE OPEN SESSION BECAUSE WHEN THE COUNCIL

RETURNED FROM THE CLOSED SESSION THERE WAS NO DISCUSSION. THE RECORD DOESN'T DISCLOSE ANY COMMENT BY ANY MEMBER OF COUNCIL EXCEPT THE READING OF THE MOTION TO TERMINATE THE FRANCHISE. THOSE FINDINGS OF FACT STATED THAT:

1. CLEARVIEW CABLE T.V., INCORPORATED HAS NOT RENDERED EFFICIENT SERVICE, MADE THE REPAIRS PROPERLY OR INTERRUPTED SERVICE ONLY FOR GOOD CAUSE AND FOR THE SHORTEST TIME POSSIBLE.

2. THAT CLEARVIEW CABLE T.V., INCORPORATED HAS NOT MAINTAINED SUFFICIENT EMPLOYEES TO PROVIDE SAFE, ADEQUATE AND PROMPT SERVICE FOR ITS FACILITIES.

3. THAT CLEARVIEW CABLE T.V. HAS ATTEMPTED TO EVADE PROVISIONS OF THE FRANCHISE AGREEMENT WITH THE TOWN OF NARROWS, VIRGINIA.

THIS COURT IS UNABLE TO FIND IN THE RECORD OF THAT MEETING ANY SPECIFIC FINDINGS OF FACT TO SUPPORT THESE GENERAL CONCLUSIONS.

AFTER THE MOTION WAS MADE AND PASSED, THE ATTORNEY FOR THE TOWN, WHO ACTED AS MODERATOR FOR THE MEETING, READ TO MR. ANGLIN OF CLEARVIEW THE PENALTY PROVISIONS THAT MIGHT APPLY IF HE CONTINUED TO OPERATE. IT WAS SUBSEQUENT TO THAT MEETING THAT IN A SHORT TIME TWO ARREST WARRANTS WERE SWORN OUT. THERE HAVE BEEN TWO OR TENUS HEARINGS BEFORE THE COURT DURING WHICH TIME CLEARVIEW PRESENTED EVIDENCE ABOUT THE TECHNICAL OPERATION OF THE CABLE T.V. AND THAT HAS BEEN THE ONLY EVIDENCE THAT HAS BEEN PRESENTED. THERE IS NOTHING IN

THE RECORD TO INDICATE THAT THE TOWN EVER CONSIDERED ANY ENGINEERING STUDIES OR ANY OF THE EVIDENCE ABOUT THE TECHNICAL OPERATION OF CLEARVIEW.

THE COURT IS LED TO ONLY ONE CONCLUSION AND THAT IS THAT THE ACTION TAKEN WAS TAKEN ON THE EVIDENCE OF THE CITIZENS OF THE TOWN WHO CAME IN AND COMPLAINED AT THAT MEETING. AT THE ORE TENUS HEARINGS, EVIDENCE WAS INTRODUCED THAT THERE HAD BEEN COMPLAINTS EXTENDING BACK OVER A PERIOD OF TIME. THERE IS NOT ANY EVIDENCE OF DEALING WITH THE TECHNICAL OPERATION OF A CABLE T. V. EXCEPT THAT OF CLEARVIEW ITSELF; AND THAT EVIDENCE SHOWED THAT THE EQUIPMENT OF THE OPERATION WAS AVERAGE, NOTHING PARTICULARLY SOPHISTICATED BUT THAT IT WAS ACCEPTABLE.

THE COURT HAS URGED COUNSEL TO GET THEIR RESPECTIVE CLIENTS TO TRY TO SETTLE THIS MATTER AND TAKE AN OBJECTIVE LOOK AT THE EVIDENCE UP TO THAT POINT AND TRY TO WORK OUT SOME WAY TO SETTLE THIS CONTROVERSY RATHER THEN HAVING THE COURT TO DO IT. EVEN TO THIS DAY, THE COURT HAS SUGGESTED THAT AVENUE, BUT THE FAILURE OR THE REFUSAL ON THE PART OF ANY TO NEGOTIATE FURTHER CONFIRMS THAT THE PERSONALITY CONFLICT THAT EXIST IS STILL A MAJOR PROBLEM IN THIS CASE.

WE ARE DEALING IN THIS CASE WITH A PETITION FOR A WRIT OF MANDAMUS WITH A FORFEITURE, WHICH IS A VERY DRASTIC PROCEDURE IN LAW. WE HAVE EVIDENCE BEFORE THE COURT THAT THE FINANCIAL INVESTMENT IN CLEARVIEW'S OPERATION IN THE TOWN OF NARROWS MAY APPROACH \$250,000.00. THE EFFECT OF THE ACTION OF THE TOWN COUNCIL THE NIGHT OF THE PUBLIC HEARING WOULD BE TO CLOSE THAT OPERATION IMMEDIATELY,

FORCING A RIGHT SUBSTANTIAL LOSS TO CLEARVIEW. THIS COURT, AS WITH ANY COURT, MUST FACE THE FACT THAT A FORFEITURE IS RATHER DRASTIC AND BECAUSE OF IT THE COURT MUST SEE THAT ANY AND ALL PERSONS' RIGHTS WOULD BE PROTECTED.

THIS COURT FINDS THAT THE NOTICE GIVEN CLEARVIEW WAS VAGUE, MORE VAGUE THAN THE PROVISIONS OF THE FRANCHISE ITSELF. THE COURT FURTHER FINDS THAT THE FINDINGS OF FACT AS SET FORTH IN THE MOTION BY THE COUNCIL ARE CONCLUSIONS AND NOT FINDINGS OF FACT. THE COURT FURTHER FINDS THAT THE ACTION TAKEN BY THE COUNCIL AFTER THE PUBLIC MEETING WAS VERY DRASTIC, UNREASONABLE, AND ARBITRARY IN THAT TO HAVE FORCED THE ACTION UPON THE CITIZENS IN THE TOWN WOULD HAVE BEEN TO DENY THOSE CITIZENS OF THE TOWN T. V. SERVICE. IT APPEARS THAT NO THOUGHT WAS GIVEN TO THAT. IT APPEARS THAT NO THOUGHT WAS GIVEN TO THE EFFECT ON CLEARVIEW OF AN IMMEDIATE SHUTDOWN. IN ARGUMENT AT ONE OF OUR ORAL HEARINGS COUNSEL USED THE WORD, DEATH SENTENCE, USED THAT TERM, AND IT MIGHT BE LIKENED TO THAT. WE ARE DEALING IN THIS CASE WITH A MANDAMUS AND THE COURT FEELS THAT A MANDAMUS, COULD HAVE BEEN RESORTED TO FOR THE PURPOSE OF COMPELLING COMPLIANCE WITH ANY DEFAULT IN THE TERMS OF THE FRANCHISE; AND IT APPEARS TO THE COURT THAT WOULD BE THE REASONABLE AND PROPER COURSE TO TAKE. WE COULD HAVE HAD HEARINGS AND MADE FINDINGS OF WHERE THE SHORTAGE IN SERVICE MIGHT BE AND THIS MATTER COULD HAVE BEEN HANDLED WITHOUT THE DRASTIC FORFEITURE PROCEEDING THAT WE HAVE BEFORE US.

SO UPON THE CONSIDERATION OF THE RECORD OF THE
TRANSCRIPT OF THE PUBLIC HEARING, UPON THE EVIDENCE TAKEN
AT ORE TENUS HEARINGS BEFORE THIS COURT, [UPON CONSIDERATION
OF THE ARGUMENTS OF COUNSEL AND BEING MINDFUL OF THE FACT
THAT THE COURT IS VERY HESITANT TO STEP INTO THE WORKINGS
OF ANY MUNICIPAL COUNCIL,] IT IS THE JUDGMENT OF THIS COURT
THAT THE PETITION FOR A WRIT OF MANDAMUS BE DENIED.

MR. SADLER:

We will prepare the order, if it pleases the
Court, Your Honor.

THE COURT:

I THINK THAT IS ALL RIGHT.

MR. CORNWELL:

Your Honor, respectfully I am not familiar with
the appeal procedure upon a mandamus, I was wondering about
the bond, what bond would be required, if any?

THE COURT:

WE CAN DISCUSS THAT.

MR. CORNWELL:

Thank you. Your Honor.

STATE OF VIRGINIA,
COUNTY OF GILES, TO-WIT:

I, Scarlet J. Buckland, a Deputy Clerk, designated and appointed to report this case, do hereby certify that I was duly sworn; that the proceedings herein were taken in Gregg shorthand and by Electronic Machine and accurately transcribed to the best of my ability, and that this transcription is a true and correct transcript of the evidence and other incidents of the trial therein, all questions raised and all rulings thereon exceptions noted in the case of Town of Narrows vs. Clear-view Cable Television, hearing in the Circuit Court of Giles County, Virginia, at Pearisburg, Virginia, on March 9, 1981, commencing at 2:00 P.M. on said date.

Given under my hand this the 21st day of May,
1981.


Court Reporter

FINAL ORDER

This cause came on this day to be heard upon agreement of counsel; upon hearings previously had in this matter, and upon opinion of the Court given on March 9, 1981.

For the reasons stated by the Court on March 9, 1981 the petition for writ of mandamus is hereby denied. .


And to all of which the plaintiff, the Town of Narrows, by counsel, duly excepted and objected and noted its intention to appeal said decision to the Supreme Court of Virginia.

It is further ADJUDGED and ORDERED that all transcripts of hearings had herein, whether previously filed herein or which are to be filed hereafter, including exhibits, be, and they hereby are, made a part of the record in this matter.

Enter this ORDER this 29th day of June, 1981.


Robert L. Powell
Judge

Requested:


Counsel for Defendant

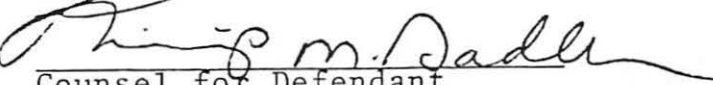
Benjamin R. Gardner
Gardner & Gardner
10 N. Bridge Street
Martinsville, Virginia 24112

Requested:


Counsel for Defendant

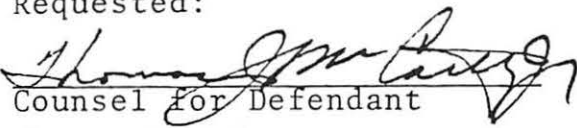
J. Livingstone Dillow
Dillow & Stafford
Giles Professional Building
Pearisburg, Virginia 24134

Requested:


Counsel for Defendant

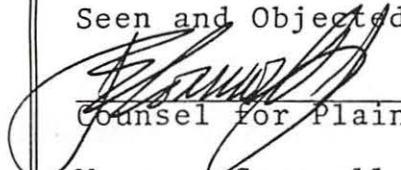
Philip M. Sadler
Gilmer, Sadler, Ingram,
Sutherland & Hutton
65 East Main Street
Pulaski, Virginia 24301

Requested:


Counsel for Defendant

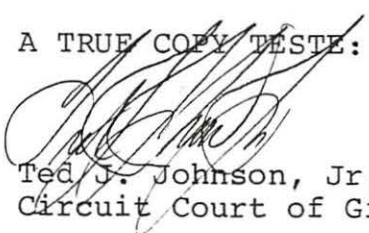
Thomas J. McCarthy, Jr.
Gilmer, Sadler, Ingram,
Sutherland & Hutton
65 East Main Street
Pulaski, Virginia 24301

Seen and Objected to:


Counsel for Plaintiff

Warren, Cornwell & Gibb, P.C.
225 Main Street
Narrows, Virginia 24124

A TRUE COPY TESTE:


Ted J. Johnson, Jr., Clerk
Circuit Court of Giles County

ASSIGNMENTS OF ERROR

I.

The Circuit Court of Giles County erred in finding that it had the power to review the legislative findings made by the Town Council.

II.

The Circuit Court of Giles County erred in finding that the findings of the Town Council on September 15, 1980 were not findings of fact.

III.

The Circuit Court of Giles County erred in finding that the Town Council acted arbitrarily, capriciously and unreasonable.

IV.

The Circuit Court of Giles County erred in finding that the notice given to Clearview Cable, T.V., Inc. was vague.