

March 10, 2020

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TN PUBLIC UTILITY COMMISSION  
DOCKET OFFICE

Hon. Robin L. Morrison, Chairman  
c/o Ectory Lawless, Docket Room Manager  
Tennessee Public Utilities Commission  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, TN 37243

Re: *Application of Advantage Cellular Systems, Inc. d/b/a DTC Communications  
for a State-Issued Certificate of Franchise Authority, TPUC Docket  
No. 20-00044*

Dear Chairman Morrison:

Enclosed please find one (1) original and thirteen (13) copies of the *Application of Advantage Cellular Systems, Inc. d/b/a DTC Communications for a State-Issued Certificate of Franchise Authority* (the "Application"). Also enclosed is a check in the amount of \$1,000.00 for the application fee pursuant to Tenn. Code Ann. § 7-59-305(b)(1). Please note that Exhibits 2 and 5 to the Application are being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Accordingly, these **CONFIDENTIAL** Exhibits should not be included in the public docket. Both a public version and a nonpublic, **CONFIDENTIAL** version of Exhibits 2 and 5 are attached.

Finally, one (1) additional copy of the Application is enclosed to be stamped-filed for our records. If you have any questions or require additional information, please let us know.

Sincerely,

BUTLER SNOW LLP

  
Melvin Malone

MJM:mcb

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION  
NASHVILLE, TENNESSEE**

**IN RE:**

**APPLICATION OF ADVANTAGE  
CELLULAR SYSTEMS, INC. d/b/a  
DTC COMMUNICATIONS FOR A  
STATE-ISSUED CERTIFICATE OF  
FRANCHISE AUTHORITY**

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**DOCKET NO. 20-00044**

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**AFFIDAVIT OF CHRISTOPHER E. TOWNSON**

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**STATE OF TENNESSEE**

**COUNTY OF DEKALB**

I, Christopher E. Townson, having been duly sworn in accordance with the law, state as follows.

**1. Name of Applicant.**

I, Christopher E. Townson, do hereby attest to being Chief Executive Officer of Advantage Cellular Systems, Inc. d/b/a DTC Communications ("DTC"). I am authorized to make this affidavit on behalf of DTC.

**2. Application Fee (Tenn. Code Ann. § 7-59-305(b)(1)).**

DTC submits the application fee of \$1,000.00 with this application based on a service area population between 50,000 and 100,000, as reflected by the most recent decennial census.

**3. Compliance with Applicable Laws (Tenn. Code Ann. § 7-59-305(c)(1)).**

DTC agrees to comply with all applicable federal and state laws and regulations, to the extent that such state laws and regulations are not in conflict with or superseded by the provisions of Tennessee Code Annotated Title 7, Chapter 59, Part 3 or other applicable law, and will timely

file with the Federal Communications Commission (“FCC”) all forms required by the FCC in advance of offering video services or cable services.

**4. Description of Municipalities and/or Unincorporated Areas Within Counties to be Served (Tenn. Code Ann. § 7-59-305(c)(2)).**

DTC will serve the following counties: Cannon, DeKalb, Smith, Wilson, Rutherford, Coffee, and Warren. DTC will serve the following cities: Auburntown, Woodbury, Alexandria, Dowelltown, Liberty, Smithville, Gordonsville, Carthage, South Carthage, and Watertown.

**5. Provision of cable service to service areas (Tenn. Code Ann. § 7-59-305(c)(3)).**

DTC intends to begin to offer video or cable services and/or provide new broadband Internet service in each of the municipalities and unincorporated areas of each county described in Section 4 within twenty-four (24) months of the date of the issuance of a state-issued certificate of franchise authority, in accordance with § 7-59-311(d).<sup>1</sup>

**6. Indemnification (Tenn. Code Ann. § 7-59-305(c)(4)).**

DTC agrees to indemnify and hold harmless, in accordance with Tenn. Code Ann. § 7-59-318, the state, municipality, county and any employee or representative of the state, municipality or county, as well as any political subdivision of the state and any employee or representative of the political subdivision, individually and collectively, referred to in Tenn. Code Ann. § 7-59-318 as the “indemnatee.”

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<sup>1</sup> DTC has local franchises for areas listed in Section 4, excluding Watertown.

**7. Applicant Contact Information (Tenn. Code Ann. § 7-59-305(c)(5)).**

DTC's principal place of business is:

111 High Street  
P.O. Box 247  
Alexandria, TN 37012  
Tel: (615) 464-2303

The principal executive officers are:

Roy N. Pugh, President  
Bennie Curtis, Vice-President  
Terry McPeak, Secretary  
Randy Campbell, Treasurer

The following people are authorized to represent DTC before the Tennessee Public Utility Commission:

Christopher E. Townson  
111 High Street  
P.O. Box 247  
Alexandria, TN 37012  
Tel: (615) 464-2303  
Email: CTownson@staff-dtc.com

Melvin Malone  
Trammel Hoehn  
Butler Snow LLP  
150 Third Avenue South, Suite 1600  
Nashville, TN 37201  
Tel: (615) 651-6700  
Fax: (615) 651-6701  
Email: melvin.malone@butlersnow.com  
Trammel.hoehn@butlersnow.com

**8. Managerial, Financial and Technical Qualifications to Provide Cable or Video Service (Tenn. Code Ann. §§ 7-59-305(c)(6) and (d)(2)).**

DeKalb Telephone Cooperative, Inc. ("the *Cooperative*") is a telephone cooperative that was incorporated in Tennessee in 1951. The *Cooperative* currently provides a full array of telecommunications and broadband services in seven (7) counties in Tennessee, namely Cannon,



DeKalb, Smith, Wilson, Rutherford, Coffee, and Warren. As such, Advantage Cellular Systems, Inc., a wholly owned subsidiary of DeKalb Telephone Cooperative, Inc., has the managerial, financial and technical qualifications to provide cable or video service as required by Tenn. Code Ann. §§ 7-59-305(c)(6) and (d)(2).

On June 15, 2009, in TPUC Docket No. 09-00046, the Commission determined that DTC had the managerial, financial and technical qualifications to provide competitive local telecommunication services.<sup>2</sup> Based on its experience and success in providing such telecommunications services, DTC has the managerial, financial and technical qualifications to provide cable and video services.

**a. Managerial Qualifications.** DTC's parent, DeKalb Telephone Cooperative, Inc., has been providing telecommunications services in Tennessee since 1951, primarily to Tennesseans in seven (7) Tennessee counties, namely Cannon, DeKalb, Smith, Wilson, Rutherford, Coffee and Warren. Additionally, DTC has gained valuable experience as a telecommunications provider and as a broadband service provider since 2009, primarily to customers in the following counties: Cannon, DeKalb, Smith, Wilson, Rutherford, Coffee and Warren.

DTC is managerially qualified to provide cable and video services in its proposed service area. DTC is led by Christopher E. Townson, Chief Executive Officer, and he is supported by highly qualified and competent directors and staff. Attached hereto as **Exhibit 1** is a list of the names of the Applicant's principal company officers and staff and a description of each officer's and staff member's background and experience. As shown in **Exhibit 1**, the staff of the company have substantial managerial experience in the areas of utility operations, utility customer service and utility marketing.

**b. Financial Qualifications.** Before issuing the *Order Granting Certificate of Public Convenience and Necessity*, Docket No. 09-00046, the Commission reviewed, among other things, DTC's financial ability to provide telecommunications services. DTC is financially qualified to provide cable and video services. DTC submits as **CONFIDENTIAL** Exhibit 2 the 2017 and 2018 Audited Financial Statements of Advantage Cellular Systems, Inc., d/b/a DTC Communications, a wholly owned subsidiary of DeKalb Telephone Cooperative, Inc. d/b/a DTC Communications, which demonstrate that DTC is financially

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<sup>2</sup> See *Order Approving Application for Certificate of Public Convenience and Necessity*, TPUC Docket No. 09-00046 (June 15, 2009) ("2009 Order").

qualified to provide cable and video services. **CONFIDENTIAL Exhibit 2** is being submitted **UNDER SEAL** as **CONFIDENTIAL AND PROPRIETARY**.

c. **Technical Qualifications**. Based in part on its experience since 2009 as a telecommunications and broadband services provider, coupled with its demonstrated managerial experience, DTC possesses the necessary technical qualifications to provide cable and video services. Information concerning the technical expertise of DTC's senior management team is included in **Exhibit 1**.

For the foregoing reasons, DTC has the managerial, financial and technical fitness to provide the applied-for services in the State of Tennessee, and DTC respectfully requests that the Commission grants it application for a State-Issued Certificate of Franchise Authority.

**9. Customer Service Complaint Handling Process (Tenn. Code Ann. § 7-59-305(c)(7)).**

Customers who have questions or complaints regarding their cable or video service or questions or disputes concerning their bills may contact DTC's Customer Service at (615) 529-2955 or (800) 367-4274. Customer Service representatives are available by phone Monday through Friday, from 8:00 a.m. to 5:00 p.m. Customers may write to DTC at its main office address in Alexandria. Additionally, DTC provides after-hours technical support that is available 24 hours per day, 7 days per week. It is DTC's policy to promptly take action to address any customer question or complaint. A copy of the DTC Video Service Terms and Conditions is attached hereto as **Exhibit 3**.

**10. Notice to Affected Local Governing Authorities (Tenn. Code Ann. § 7-59-305(c)(8)).**

DTC has provided notice and a copy of this Affidavit to each local government that would be affected by the State-issued certificate of franchise authority at the addresses set forth in **Exhibit 4**. **Exhibit 4** includes a map of the proposed service area. DTC will comply with any applicable local ordinance or resolution requiring notice to other entities with facilities in the rights of way.

**11. Non-discrimination and Service Deployment Requirements (Tenn. Code Ann. § 7-59-305(c)(9)).**

DTC agrees to comply with the requirements of Tennessee Code Annotated Title 7, Chapter 59, Part 3, expressly including the applicable non-discrimination and service deployment requirements of Tenn. Code Ann. § 7-59-311. DTC hereby acknowledges the provisions of Tenn. Code Ann. §§ 7-59-311 and 312 relevant to enforcement of non-discrimination and deployment requirements. DTC certifies that at least twenty-five percent (25%) of the households that will have access to its cable or video service in the areas identified in Section 4 are low-income households. A copy of DTC's deployment plan is attached hereto as **Exhibit 5**, which is being submitted as **CONFIDENTIAL** and filed **UNDER SEAL** as **CONFIDENTIAL AND PROPRIETARY**.

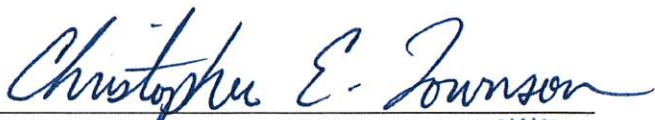
**12. Notice to Affected Local Government Entities (Tenn. Code Ann. § 7-59-305(c)(10)).**

Following issuance of the State-issued certificate of franchise authority, DTC will provide notice to any affected local governing authority ten (10) days prior to providing service in that jurisdiction.

**13. Minority-Owned Business Plan (Tenn. Code Ann. § 7-59-305(c)(11)).**

DTC agrees to comply with its Minority-Owned Business Plan, which is attached as **Exhibit 6**.

**FURTHER AFFIANT SAYETH NOT.**

  
Christopher E. Townson, Chief Executive Officer

STATE OF TENNESSEE

COUNTY OF

DeKalb



Sworn to and subscribed before me this  
9<sup>th</sup> day of March, 2020.

Anita Patrick

Notary Public

My Commission Expires: 4/24/2023



**EXHIBIT 1**  
**TO**  
**APPLICATION OF ADVANTAGE CELLULAR SYSTEMS, D/B/A DTC**  
**COMMUNICATIONS FOR A STATE-ISSUED**  
**CERTIFICATE OF FRANCHISE AUTHORITY**  
**BIOGRAPHIES OF OFFICERS, BOARD MEMBERS AND STAFF**

**OFFICERS OF THE BOARD OF DIRECTORS**

**Roy N. Pugh**, President, Auburntown Exchange

Roy Pugh resides in Auburntown, Tennessee. He has served on the board of DeKalb Telephone Cooperative, Inc. since 1983 and currently serves as President. Pugh also serves on the board of Advantage Cellular Systems, Inc. and First Choice Security, Inc. He is actively engaged in the required oversight of the Corporation. He has completed the requirements of the Director Core Curriculum certificate program offered through the National Telecommunications Cooperative Association. He has worked in the banking industry for more than 45 years and is currently employed at a local bank. Pugh is an active member of the community.

**Bennie Curtis**, Vice President, Alexandria Exchange

Bennie Curtis resides in Alexandria, Tennessee. He has served on the board of DeKalb Telephone Cooperative, Inc. since 2000 and currently serves as Vice President. Curtis also serves on the board of Advantage Cellular Systems, Inc. and First Choice Security, Inc. He has completed the requirements of the Director Core Curriculum certificate program offered through the National Telecommunications Cooperative Association. He retired this year after a successful career in the automotive manufacturing industry. Curtis is an active member of the community.

**Terry McPeak**, Secretary, Norene Exchange

Terry McPeak resides in Lebanon, Tennessee. He has served on the board of DeKalb Telephone Cooperative, Inc. since 2002 and currently serves as Secretary. McPeak also serves on the board

of Advantage Cellular Systems, Inc. and First Choice Security, Inc. He has completed the requirements of the Director Core Curriculum certificate program offered through the National Telecommunications Cooperative Association. He retired after a successful career at a Tennessee member-owned electric cooperative. McPeak serves as a director on a local County Fair Board and is an active member of the community.

**Randy Campbell, Treasurer, Liberty Exchange**

Randy Campbell resides in Liberty, Tennessee. He has served on the board of DeKalb Telephone Cooperative, Inc. since 2003 and currently serves as Treasurer. Campbell also serves on the board of Advantage Cellular Systems, Inc. and First Choice Security, Inc. He has completed the requirements of the Director Core Curriculum certificate program offered through the National Telecommunications Cooperative Association. He is the owner of an automotive repair business and wrecker service. Campbell is an active member of the community.

**BOARD OF DIRECTORS**

**James Dillard, Jr., Gordonsville Exchange**

James Dillard, Jr. resides in Hickman, Tennessee. He has served on the board of DeKalb Telephone Cooperative, Inc. and Advantage Cellular Systems, Inc. since 2004. He has completed the requirements of the Director Core Curriculum certificate program offered through the National Telecommunications Cooperative Association. Dillard is the owner of a tree removal and trimming service, including right-of-way roadside mowing service that has been in business for over 25 years. He has been in the farming business for 40 years, has served on various agricultural boards, and is active in the community.

**Jim Vinson, Milton Exchange**

Jim Vinson resides in Milton, Tennessee. He has served on the board of DeKalb Telephone Cooperative, Inc. and Advantage Cellular Systems, Inc. since 2016. He has completed courses in the Director Core Curriculum certificate program offered through the National Telecommunications Cooperative Association. Vinson has 25+ years experience in the banking industry and currently serves as the Senior Vice President of Pinnacle Bank, working primarily with small business and residential construction. Vinson also serves as Director of the FCA of Cannon, Rutherford, and Bedford counties. He is an active member of the community.

**Ronald Garrison, Smithville**

Ronald Garrison resides in Smithville, Tennessee. He has served on the board of DeKalb Telephone Cooperative, Inc. and Advantage Cellular Systems, Inc. since 2006. He has completed the requirements of the Director Core Curriculum certificate program offered through the National Telecommunications Cooperative Association. Garrison has 30+ years experience in the commercial cooking equipment manufacturing business. He has served 12 years as board member of his local church and has served as a board member of various sports organizations. Garrison is an active member of the community.

**Kurt Bass, Temperance Hall Exchange**

Kurt Bass resides in Hickman, Tennessee. He has served on the board of DeKalb Telephone Cooperative, Inc. and Advantage Cellular Systems, Inc. since 2017. He has completed courses in the Director Core Curriculum certificate program offered through the National Telecommunications Cooperative Association. Bass is a Licensed Funeral Director, TN Licensed Insurance Agent, and Apprentice Embalmer with Bass & Bass Funeral Home and holds a degree



in Accounting. Bass also serves on the Smith County Heritage Museum Board and is active in the community.

**Brian Alexander, Woodbury Exchange**

Brian Alexander resides in Woodbury, Tennessee. He began serving on the board of DeKalb Telephone Cooperative, Inc. and Advantage Cellular Systems, Inc. in 2019. He has completed courses in the Director Core Curriculum certificate program offered through the National Telecommunications Cooperative Association. Alexander has worked for the United States Postal Service for 20+ years and currently serves as mail carrier in Woodbury, Tennessee. Alexander is an active member of the community.

**David Parker, Woodland Exchange**

David Parker resides in Bradyville, Tennessee. He has served on the board of DeKalb Telephone Cooperative, Inc. since 1976. Parker also serves on the board of Advantage Cellular Systems, Inc. He has completed the requirements of the Director Core Curriculum certificate program offered through the National Telecommunications Cooperative Association. Parker is owner of Parker Brothers, an agriculture business consisting of row crops and cattle. He has been in the farming business for over 40 years. He has served as a board member in various agricultural organizations and is an active member of the community.

**MANAGEMENT STAFF**

**Christopher E. Townson – CEO**

Christopher E. Townson is the Chief Executive Officer of DeKalb Telephone Cooperative, Inc. and its subsidiaries. He oversees business, technical and financial development of the company. He ensures that all operations comply with applicable federal, state and local regulations. Townson



holds a bachelor's degree in Organizational Management from Covenant College and an MBA from the University of Alabama in Birmingham. He has served in the rural telecommunications industry for 25 years. Townson serves as Secretary of the Tennessee Broadband Association, Vice President of the Tennessee Rural Communications Cooperative Association, Director of iRis Networks, and Secretary/Director of Trilight Communications. He also acts as Executive Vice President of Nehemiah Teams, Inc., a nonprofit mission mobilization ministry.

## **STAFF**

### **Steve Johnson – Outside Plant Manager**

Steve Johnson, Outside Plant Manager of DeKalb Telephone Cooperative, Inc. and its subsidiaries, directs the outside plant, engineering, and operations. He has 20+ years of telecommunications experience serving in various positions consisting of Right of Way, Line Crew, Installer/Repairman, Cable Splicer, Key System Technician, Communications Supervisor, and interim CEO.

### **Ed Massey – IP / Network Manager**

Ed Massey, IP / Network Manager of DeKalb Telephone Cooperative, Inc. and its subsidiaries, manages all network and central office operations. He holds a bachelor's degree in Management of Information Systems from Tennessee Tech University and maintains professional certifications consisting of MCSE, MCSA, CAN, CCNA, Calix B6 Certified Specialist, MCP – SQL Server, Security +, and Network +. Massey has 15+ years experience in information technology and systems.

### **Joe Mitchell - Controller**

Joe Mitchell, Controller of DeKalb Telephone Cooperative, Inc. and its subsidiaries, oversees all company financial operations including regulatory and tax reporting. He holds a bachelor's degree

in Finance from the University of Tennessee, an MBA from Tennessee Tech University, and is a Certified Public Accountant. Mitchell has 30+ years experience in finance and accounting.

**Jannie Mulaski – Sales & Marketing Manager**

Jannie Mulaski, Sales & Marketing Manager of DeKalb Telephone Cooperative, Inc. and its subsidiaries, manages all marketing and customer sales activities. She has a bachelor's degree in Business Administration from Cumberland University and an MBA from Middle Tennessee State University. Mulaski has 20+ years experience in marketing.

**Anita Patrick – Senior Executive Assistant & Human Resources Manager**

Anita Patrick, Senior Executive Assistant and Human Resources Manager of DeKalb Telephone Cooperative, Inc. and its subsidiaries, assists the CEO and manages all human resources activities including employment, compensation, benefits, and recordkeeping to ensure compliance with regulations. Patrick holds an Associate of Applied Science Degree in Business Administration and is certified as a Professional in Human Resources (SHRM-CP). She has worked for DTC for 20+ years in executive administration.

## **EXHIBIT 2**

### **PUBLIC VERSION**



# EXHIBIT 3

## DTC VIDEO SERVICE TERMS AND CONDITIONS

DTC Communications, together with its affiliates, subsidiaries and partners authorized to provide the services set forth herein ("DTC") will provide its Video service (the "Video Service") to Customer in accordance with these Terms and Conditions, which terms and conditions incorporate the DTC Communications Service Agreement and include all applicable DTC policies as they may be changed from time to time (collectively, the "Terms of Service").

Customer's use of the Video Service shall be deemed acknowledgment that Customer has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of DTC's Video Service and notify DTC Customer Service 615.529.2955 to terminate the account. These Service Terms and Conditions, the DTC Communications Service Agreement, as well as the DTC policies are legal binding terms (the "Agreement").

DTC regularly updates and amends these Terms and Conditions. Customer should consult DTC's website to be sure Customer remains in compliance.

**1. Disruption of Video Service:** In no event shall DTC be liable for any failure or interruption of program transmissions or Video Service resulting in part or entirely from circumstances beyond DTC's reasonable control (including without limitation, any interruption or degradation of Video Service arising from Customer's interference, modification or tampering with the Video Service's digital receiver connection). Subject to requirements under applicable law, credit may be given for qualifying outages.

**4. Copying and Reproduction of Programs:** Customer agrees that Customer shall use the Residential Video Service provided by DTC solely for Customer's personal, non-commercial use and will not copy such programs, Video Service, or other services except in compliance with applicable law.

**5. Additional DTC Rights:**

1. DTC shall have the right to determine in its sole discretion what constitutes an "inappropriate" or "commercial use" of DTC's systems, Equipment, or Video Service.
2. DTC has no obligation to monitor content or services accessible by means of DTC's video system or the digital receiver; however, Customer acknowledges and agrees that DTC has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation, to operate its programming and data information services properly, or to protect itself or its Customers.

**6. Term:** Customer shall be subject to the Service Term defined under the DTC Communications Service Agreement. If no Service Term is defined under the Service Agreement, Customer is purchasing the service on a month-to-month basis.

**7. Additional Features, Functionality and Tools:** Any additional service features, functionality and tools that DTC offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by DTC.

**8. NO WARRANTY OF SERVICE.** THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR DEGRADATION OF QUALITY. NEITHER THE COMPANY NOR ITS EMPLOYEES OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF SERVICE OR EQUIPMENT THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD. STATEMENTS AND DESCRIPTIONS CONCERNING SERVICE OR EQUIPMENT, IF ANY, BY THE COMPANY'S EMPLOYEES, AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AND MAY NOT BE RELIED UPON AS A WARRANTY OF ANY KIND.

**9. Disclaimer:** DTC shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the video system or DTC's digital receiver, unless such products, merchandise or prizes are provided directly by DTC. DTC assumes no liability for any program, services or information distributed over the video system and/or DTC's digital receiver.

**10. Equipment.** For purposes of this Agreement "Equipment" includes all equipment provided to you by DTC for reception of video programming service, including without limitation set-top boxes and ancillary remote controls, wiring, decoders, outlets, terminals, modems, routers, etc installed in or on your premises. Equipment is provided to you for the term of service and solely for your use in connection with lawfully receiving video programming service. All Equipment provided and installed by DTC shall remain the sole and exclusive property of DTC, unless otherwise specified in writing by DTC or as provided by applicable law.

**11. Prohibited Uses and Activities:** The Customer shall not use DTC's Equipment, or the Video Service for illegal or inappropriate activities or otherwise engage in any illegal or inappropriate activities in their course of dealings with DTC, including but not limited to:

1. invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable;
2. redistributing or retransmitting the Video Service, or any portion thereof, or transmitting or distributing the Video Service, or any portion thereof, to persons outside the service location on Customer's account;
3. modifying, disrupting, unauthorized relocation of or tampering with DTC's Equipment, including but not limited to, tampering with the seal on the digital receiver, the access card or any of DTC's services;
4. connecting or attaching equipment to the Video Service with the intended purpose to distribute the Video Service in an unauthorized manner;
5. restricting, inhibiting or otherwise interfering with the ability of any other DTC subscriber to use or enjoy any DTC service, the Video Service, or the Internet.
6. reselling the DTC Service or services;
7. conducting a pyramid or other illegal soliciting scheme;
8. impersonating any person or entity or forging anyone else's digital or manual signature; or
9. harassing, threatening, or otherwise verbally abusing DTC employees or its agents.

Engaging in one or more of these activities may result in termination of this Agreement. This Section 11 shall not in any way limit DTC rights of termination pursuant to any other provision of this Agreement.

**12. License Requirements:** Customer agrees to comply with all end user license requirements relative to any of the services which Customer accesses pursuant to the terms of this Agreement. Customer may not decompile, reverse engineer, disassemble, modify, create derivative works of, or in any way derive any source code from the Video Service, or any portion thereof including DTC software or third party software made available through or in connection with the Video Service. Customer agrees not to remove, alter, or obscure any product identification, proprietary, copyright, or other intellectual property notices contained or embedded within or on the Video Service.

**13. Limitation of Liability:** Any information sent by the Customer utilizing the functions of DTC Equipment is sent at the Customer's sole risk, and DTC shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by the Customer. Without limitation of the foregoing, Customer acknowledges and agrees that DTC shall not be liable for any use of Customer's information provided to third parties in connection with Customer's use of the Video Services or other third party services or functions available through the Video Service. DTC shall not be liable or responsible for any errors, losses, or interruptions in connection with Customer's use of the Video Service, and any features or functionalities thereof, including but not limited to intermittent service, erroneous deletions, failed or misdirected recordings, and inability to schedule recordings.

**14. Security:**

1. Customer agrees to maintain the security and confidentiality of Customer's usernames and passwords or similar credentials that enable Customer to access the Video Service. Customer further agrees not to

disclose such credentials to any third party. Without limitation of the foregoing, Customer agrees that Customer shall not disclose such credentials to third parties to enable them to access the Video Service or programming that may be made available to Customer outside the home.

2. The Equipment, Video Service or third party services may not be used to breach the security of another DTC subscriber or to attempt to gain unauthorized access to any other person's computer, software or data. They also may not be used in any attempt to circumvent user authentication or security for any host, network, or account. Use or distribution of tools designed for compromising security is prohibited.
3. Customer is responsible for any misuse of DTC's Equipment, the Video Service, or any third party services to which Customer has subscribed, even if the inappropriate activity was committed by a friend, family member, guest, employee or Customer with access to Customer's account. Therefore, Customer must take steps to ensure that others do not gain unauthorized access to DTC's Equipment, Video Service or third party services.

**15. Choice of Law:** This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of Tennessee.

**16. Entire Agreement:** The DTC Communications Service Agreement is supplemented by these Service Terms and Conditions and, with all applicable DTC policies, constitute the entire agreement between the Customer and DTC for the Video Service. No undertaking, representation or warranty made by any agent or representative of DTC in connection with the sale, installation, maintenance or removal of the Video Service or DTC Equipment shall be binding on DTC except as expressly included herein.

**17. Amendment:** DTC may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. DTC may notify Customer of any such changes to this Agreement by posting notice of such changes on DTC's website, using the features of the DTC digital receiver, or sending notice via bill statement, e-mail, text, postal mail, or other reasonable means. The Customer's continued use of the Video Service following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such modification. If Customer does not agree to any modification of this Agreement, Customer must immediately cease using DTC Equipment and the Video Service and notify DTC that Customer is terminating this Agreement in accordance with the Service Terms and Conditions.

## **EXHIBIT 4**

### **TO**

# **APPLICATION OF ADVANTAGE CELLULAR SYSTEMS, INC. D/B/A DTC COMMUNICATIONS FOR A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY**

## **Local Governments Provided Notice**

### **City of Alexandria**

Mayor Bennett Armstrong  
102 High Street, P.O. Box 277  
Alexandria, TN 37012  
(615) 529-2171

### **City of Dowelltown**

Mayor Gerald Bailiff  
P.O. Box 100  
Dowelltown, TN 37059  
(615) 536-5997

### **City of Auburntown**

Mayor Roger Turney  
City Hall, P.O. Box 38  
Auburntown, TN 37016  
(615) 464-4210

### **City of Gordonsville**

Mayor James Gibbs  
63 Main Street East  
Gordonsville, TN 38563  
(615) 683-8282

### **Cannon County**

County Executive Brent Bush  
Cannon County 1 Courthouse  
Woodbury, TN 37190  
(615) 563-2320

### **City of Liberty**

Mayor Dwight Mathis  
P.O. Box 8  
Liberty, TN 37095  
(615) 536-5214

### **City of Carthage**

Mayor Sarah Marie Smith  
314 Spring Street, P.O. Box 259  
Carthage, TN 37030  
(615)-735-1881

### **Rutherford County**

Mayor Bill Ketron  
County Courthouse, One Public Square  
Room 101  
Murfreesboro, TN 37130  
(615) 898-7745

### **Coffee County**

Mayor Gary Cordell  
1329 McArthur Street, Suite 1  
Manchester, TN 37255  
(931) 723-5100

### **Smith County**

Mayor Jeff Mason  
122 Turner High Circle  
Carthage, TN 37030  
(615) 735-2294

### **Dekalb County**

Mayor Tim Stribling  
1 Public Square, Room 204  
Smithville, TN 37166  
(615) 597-5175

### **City of Smithville**

Mayor Josh Miller  
104 East Main Street  
Smithville, TN 37166  
(615) 597-4745



**City of South Carthage**

Mayor Hollis Mullinax  
106 Main Street South  
Carthage, TN 37030  
(615) 735-2727

**Warren County**

County Executive Jimmy Haley  
201 Locust St.  
McMinnville, TN 37110  
(931) 473-2505

**City of Watertown**

Mayor Mike Jennings  
8630 Sparta Pike  
Watertown, TN 37184  
(615) 237-3326

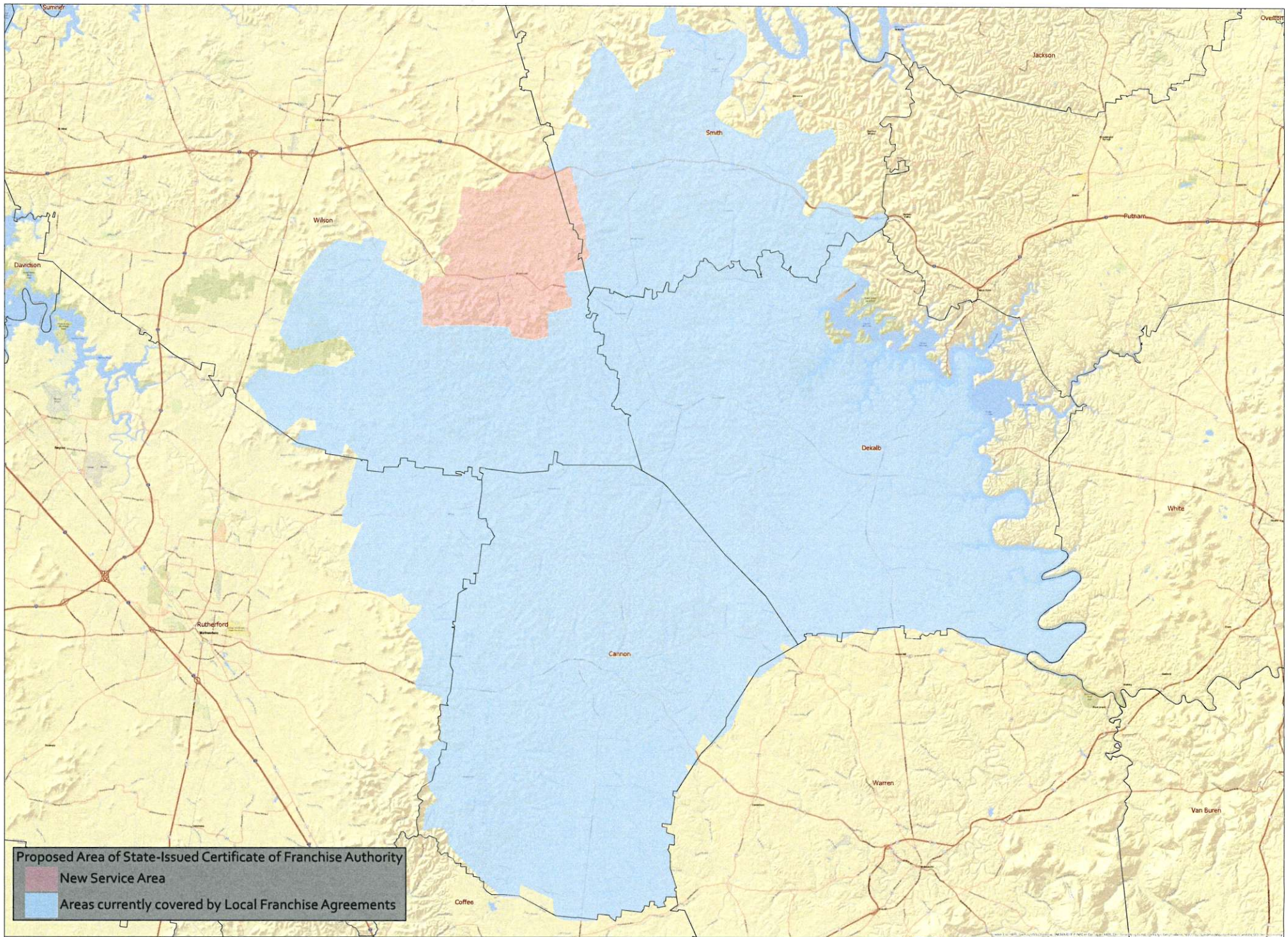
**Wilson County**

Mayor Claud Randall Hutto  
228 East Main Street, Room 104  
Lebanon, TN 37087  
(615) 444-1383

**City of Woodbury**

Mayor Andy Duggin  
101 W. Water Street  
Woodbury, TN 37190  
(615) 563-4221





Proposed Area of State-Issued Certificate of Franchise Authority

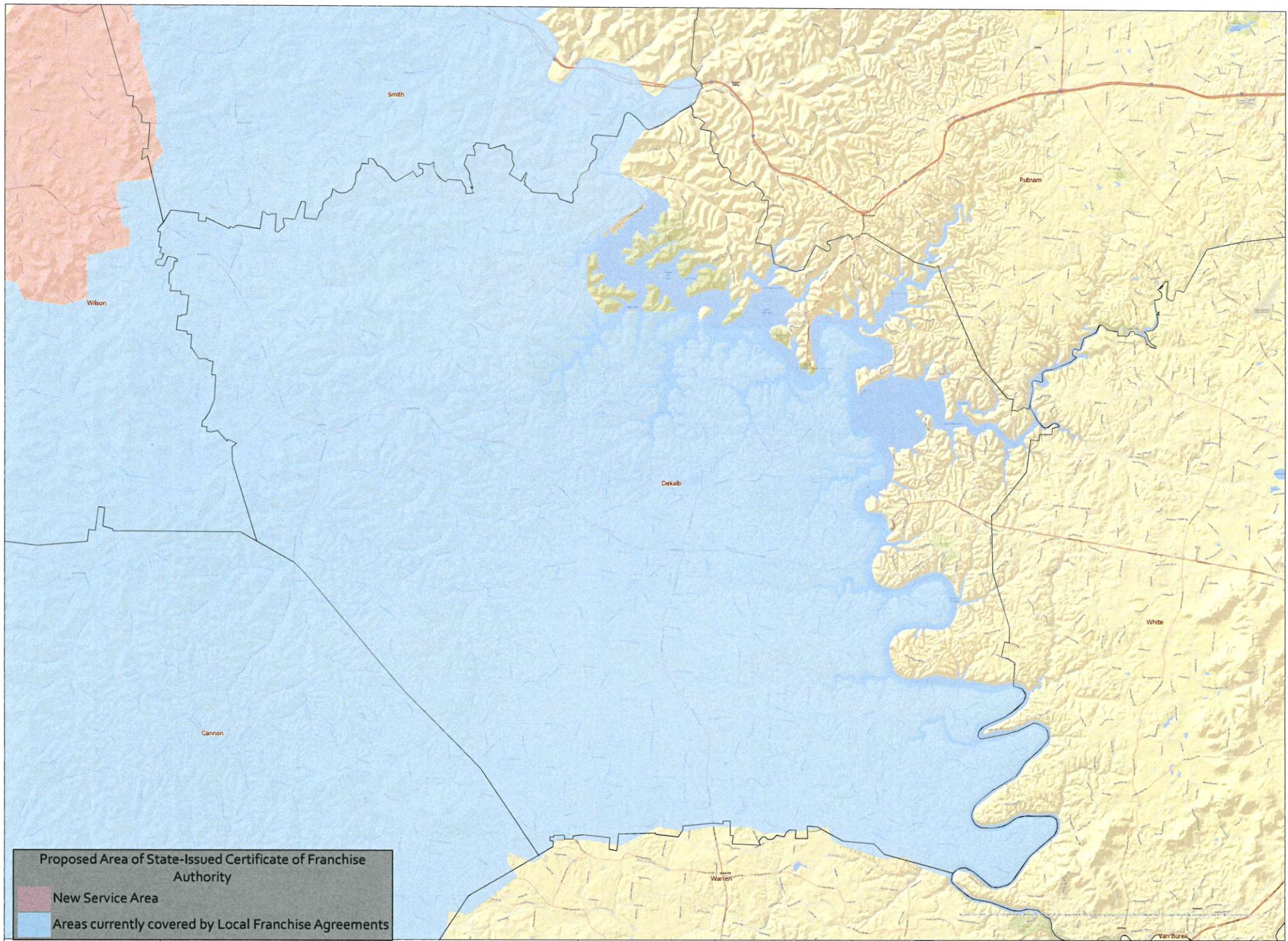
New Service Area

Areas currently covered by Local Franchise Agreements

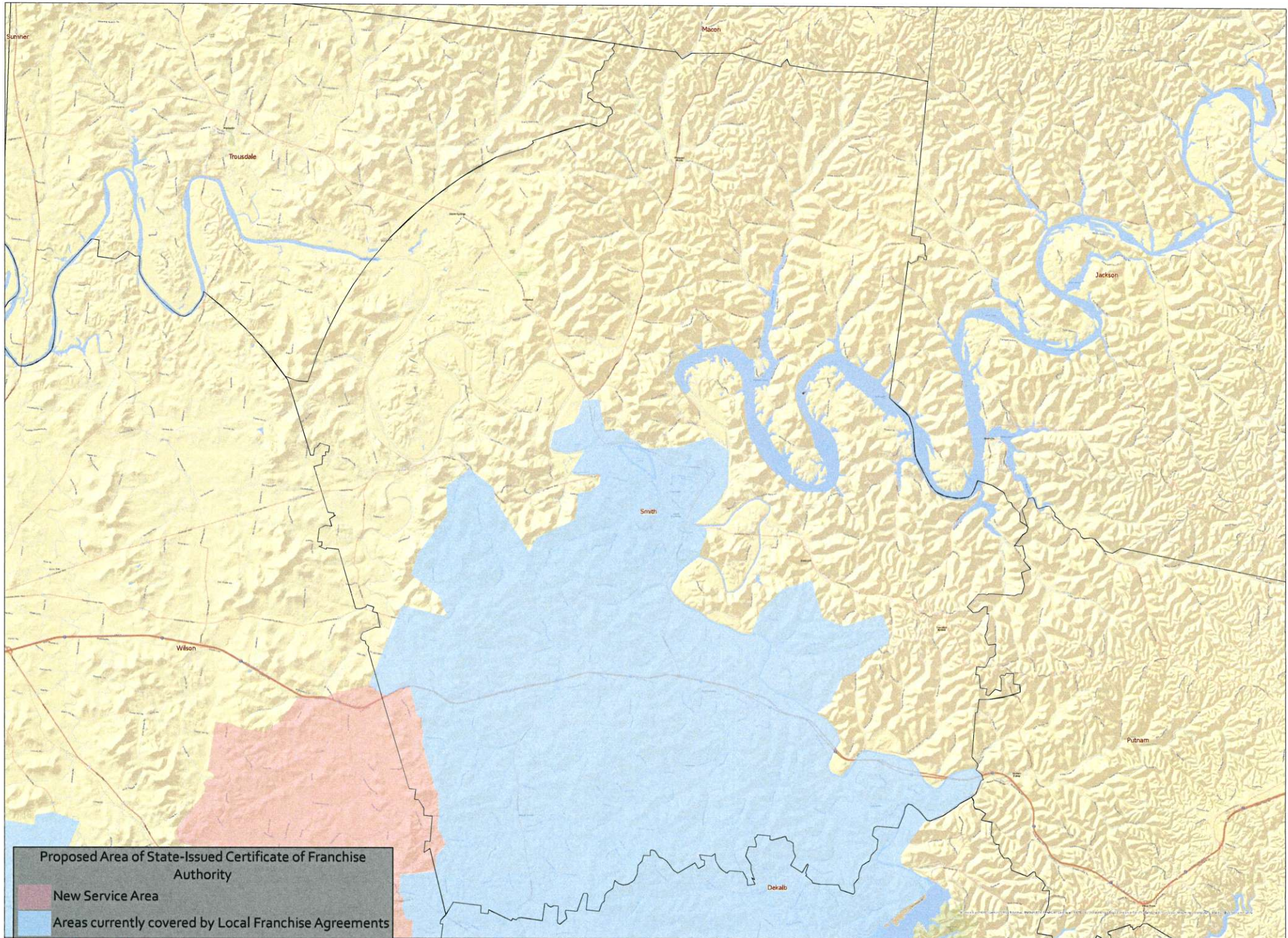




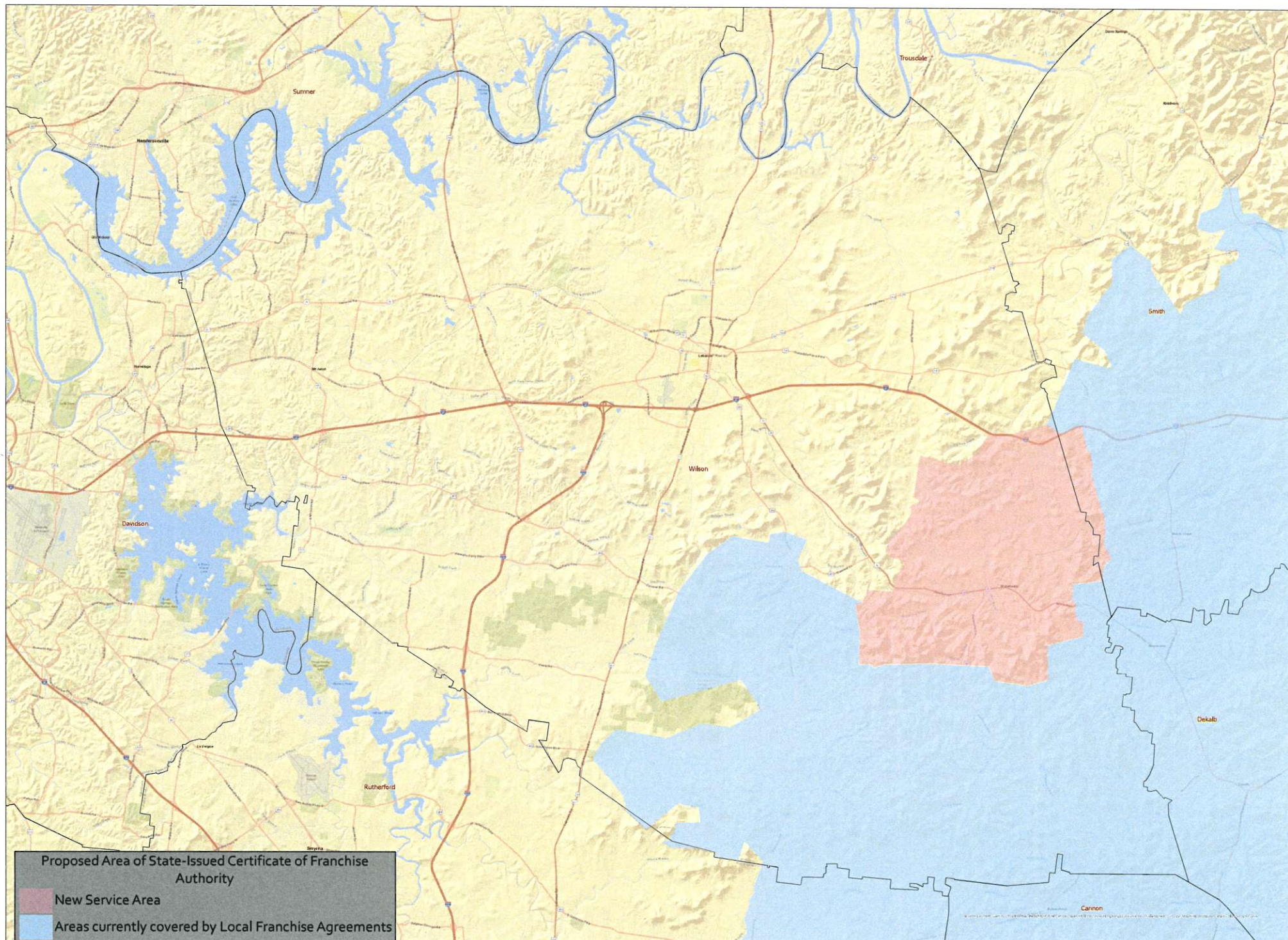




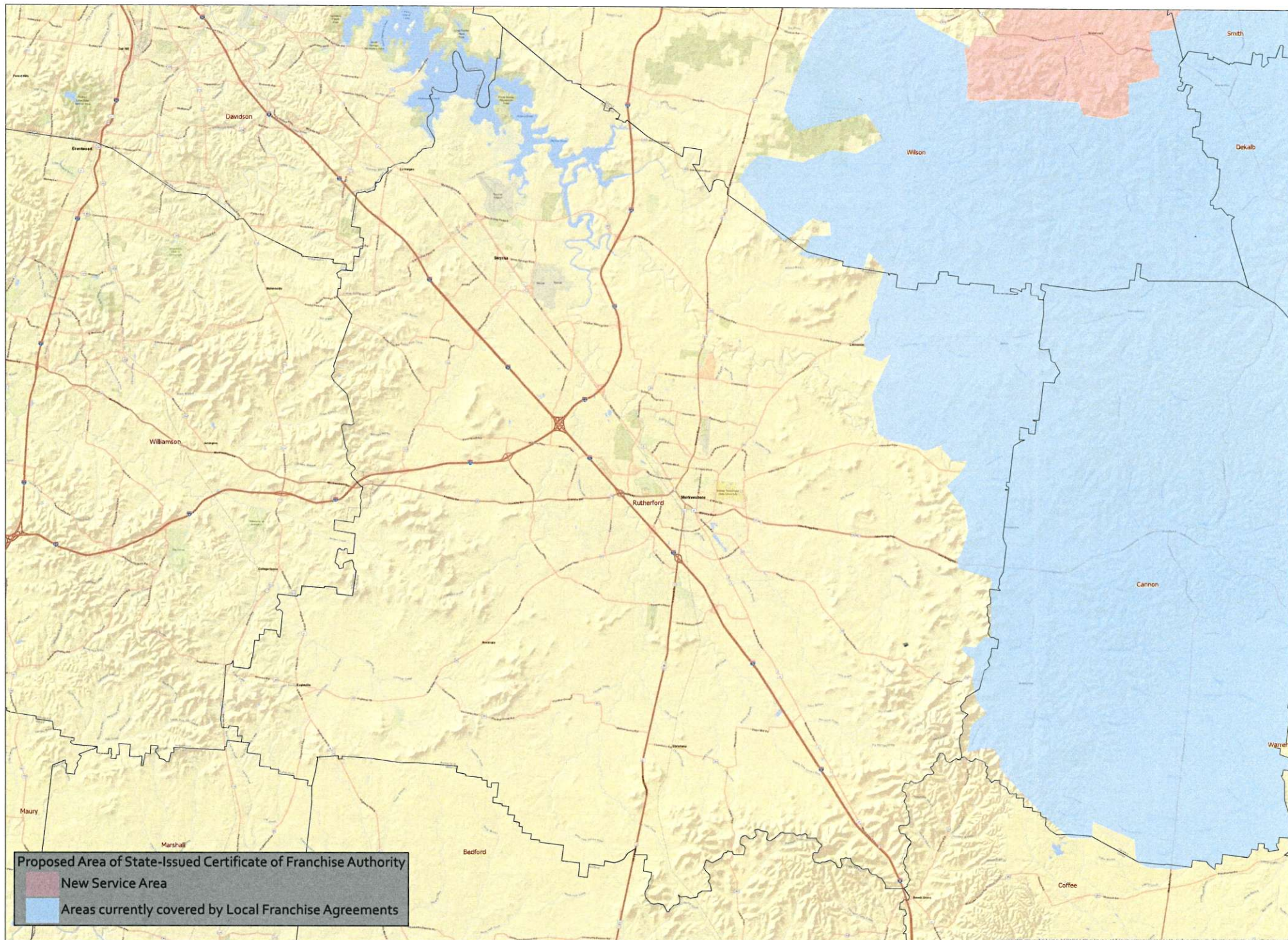




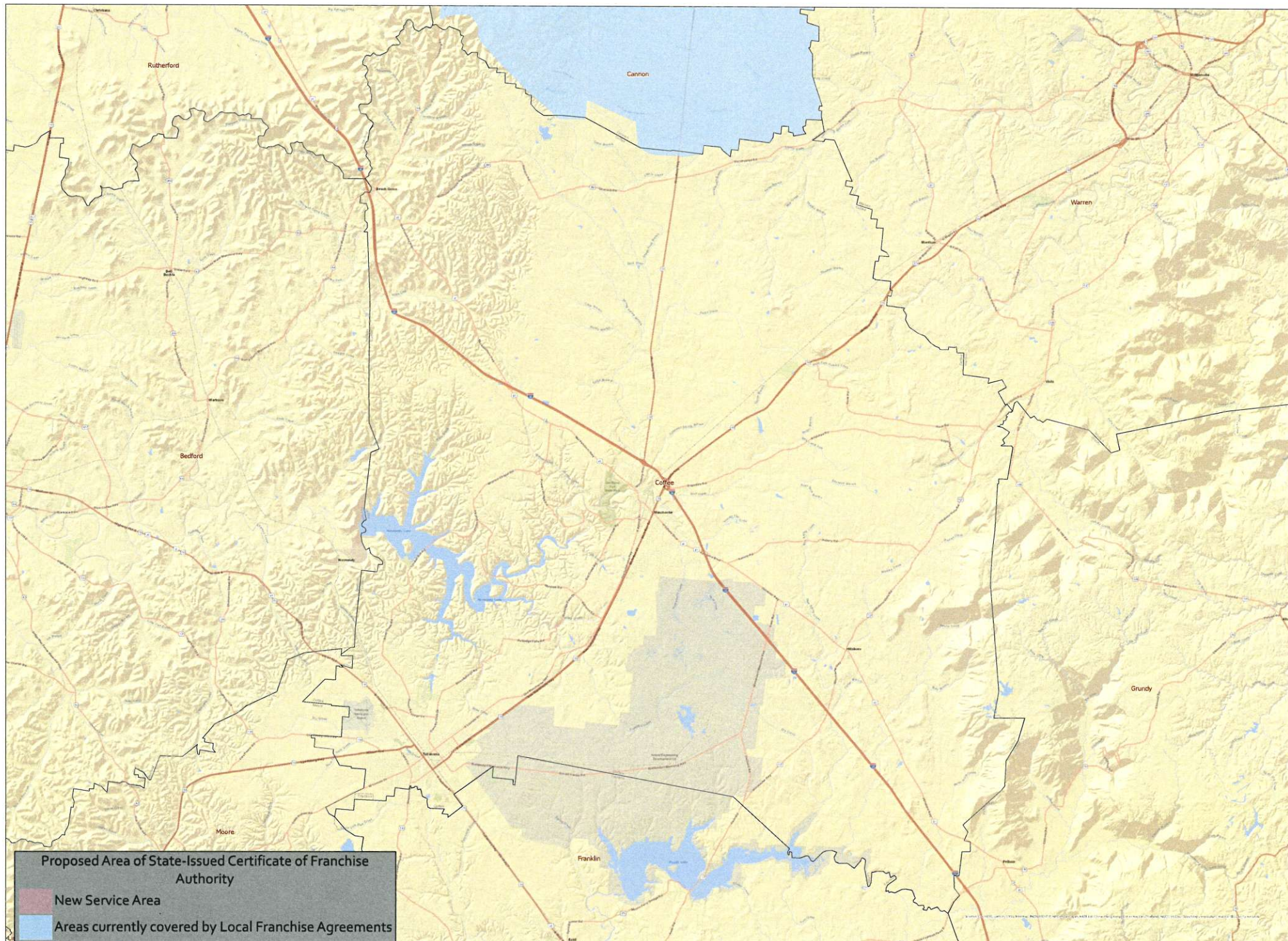


















# **EXHIBIT 5**

## **PUBLIC VERSION**



**EXHIBIT 6**  
**TO**  
**APPLICATION OF ADVANTAGE CELLULAR SYSTEMS, INC. D/B/A DTC**  
**COMMUNICATIONS FOR A STATE-ISSUED**  
**CERTIFICATE OF FRANCHISE AUTHORITY**

**Minority-Owned Business Plan**

Pursuant to T.C.A. §§ 7-59-305(c)(11) and 7-59-313, Advantage Cellular Systems, Inc. d/b/a DTC Communications. ("DTC") submits this minority-owned telecommunications business participation plan (the "Plan") along with its Application for a State-Issued Certificate of Franchise Authority.

**I. PURPOSE**

The purpose of § 7-59-313 is to provide opportunities for small and minority-owned businesses to provide goods and services to video service providers. DTC is committed to the goals of § 7-59-313 and to taking steps to support the participation of minority-owned businesses in the video-cable industry. DTC will endeavor to provide opportunities for minority-owned businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, DTC will make efforts to identify and inform minority-owned businesses that are qualified and capable of providing goods and services to DTC of such opportunities. DTC's representatives have already contacted the Department of Economic and Community Development to obtain a list of qualified vendors. Moreover, DTC will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

**II. DEFINITIONS**

As defined in § 7-59-313:

*Minority-Owned Business.* Minority-owned business means a business that is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls the daily operations of the business and who is impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, religion, ethnic background or sex, including, but not limited to, women; a disability as defined in § 4-26-102, including, but not limited to, disabled veterans; or past practices of racial discrimination against African-Americans.

### **III. ADMINISTRATION**

DTC's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting DTC's full efforts to provide equal opportunities for minority-owned businesses. The Administrator of the Plan will be:

Christopher E. Townson  
111 High Street  
P.O. Box 247  
Alexandria, TN 37012  
Tel: (615) 464-2303  
Email: CTownson@staff-dtc.com

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with § 7-59-313 and the rules and orders of the Tennessee Public Utility Commission;
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan;
- (3) Preparing and submitting such forms as may be required by the Tennessee Public Utility Commission, including the filing of required annual updates;

- (4) Serving as the primary liaison to and cooperating with the Tennessee Public Utility Commission, other agencies of the State of Tennessee, and minority-owned businesses to locate and use qualified minority-owned businesses as defined in § 7-59-313;
- (5) Searching for and developing opportunities to use minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts;
- (6) Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Public Utility Commission;
- (7) Establishing a recordkeeping system to track qualified minority-owned businesses and efforts to use such businesses; and
- (8) Providing information and educational activities to persons within DTC and training such persons to seek out, encourage and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce  
The Tennessee Department of Economic and Community Development  
The United States Department of Commerce  
Small Business Administration, Office of Minority Business  
The National Minority Supplier Development Counsel  
The National Association of Women Business Owners  
The National Association of Minority Contractors  
Historically Black Colleges, Universities and Minority Institutions

The efforts to promote and ensure equal opportunities for minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to minority-owned businesses will include offering, where appropriate and feasible, minority-owned businesses assistance with technical, insurance, bonding, licensing, production and deadline requirements.

#### IV. RECORDS AND COMPLIANCE REPORTS

DTC will maintain records of qualified minority-owned businesses and efforts to use the goods and services of such businesses. In addition, DTC will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this Plan. DTC will submit records and reports required by the Tennessee Public Utility Commission concerning the Plan. Moreover, DTC will cooperate fully with any surveys and studies required by the Tennessee Public Utility Commission.

Advantage Cellular Systems, Inc.  
d/b/a DTC Communications

By:   
Christopher E. Townson, CEO

Dated: 3/9/2020