

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**  
**NASHVILLE, TENNESSEE**

<b>COMPLAINT OF</b>	)	
<b>AENEAS COMMUNICATIONS, LLC</b>	)	<b>DOCKET NO.</b> 14-00070
<b>AGAINST JACKSON ENERGY</b>	)	
<b>AUTHORITY</b>	)	

**COMPLAINT AND REQUEST FOR INTERIM RELIEF**

**Summary**

Aeneas Communications, LLC ("Aeneas") files this Complaint pursuant to state and federal law against Jackson Energy Authority ("JEA").

A municipal provider of electric, gas and water service, JEA has also built a broadband communications network connecting its operations center in Jackson, Tennessee, to more than 18,000<sup>1</sup> residential and commercial customers in Madison County. Over this "fiber-to-the-home" network, JEA offers cable television, high-speed Internet access, and traditional telephone service.<sup>2</sup>

JEA offers telephone service pursuant to a certificate of convenience and necessity issued by the Tennessee Regulatory Authority. See TRA Docket 03-00438; (March 5, 2004) and Docket 07-00201 (Oct. 10, 2008). Under JEA's certificate, JEA is authorized and obligated to provide retail telephone service to end users as well as wholesale telephone service to competing local telephone companies such as Aeneas.

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<sup>1</sup> This estimate is taken from JEA's most recent annual financial report. The cover page of the report along with the pages describing JEA's telecommunications services are attached as Exhibit A.

<sup>2</sup> JEA does not currently offer telephone service by itself but only to customers who also subscribe to cable television or Internet access service (or both).

For ten years, JEA has leased to Aeneas access to JEA's transmission facilities on a wholesale basis in order to provide both Internet access service and traditional telephone service to customers of Aeneas. The terms and conditions of the lease are set forth in an interconnection agreement ("Agreement") between JEA and Aeneas. The Agreement was submitted to and approved by the Tennessee Regulatory Authority pursuant to Section 252 of the federal Telecommunications Act (47 U.S.C. § 252) and state law. See TRA Docket 04-00128 (July 19, 2005). A copy of the Agreement is contained in the TRA's docket file.

The agreement expired on March 1, 2014. Under its terms, the parties are now in a "migration" period which ends September 1, 2014. Unless the parties reach a new agreement prior to that time, JEA has stated that it will no longer be under any legal obligation to provide wholesale services to Aeneas.

Since last fall, Aeneas has tried unsuccessfully to negotiate a new agreement with JEA. JEA has failed to engage in meaningful negotiations and has failed to offer wholesale services under reasonable terms and conditions, in violation of state and federal law. JEA apparently believes that it no longer has an obligation to provide wholesale services to its competitors. The President and CEO of JEA told the President of Aeneas, "We would make more margin with you off the network. We need your margin."

State law, as expressed in JEA's certificate, requires the carrier to offer traditional telephone service on a wholesale basis to local competitors. Federal law, as set forth in Section 706(a) of the federal Telecommunications Act, requires JEA to offer competitors access to its broadband transmissions facilities. As explained below, Section 706(a) authorizes state commissions to utilize regulatory "measures that promote competition in the local telecommunication market." The FCC and the United States Court of Appeals for the District of

Columbia have ruled that such measures include requiring broadband carriers to offer the use of their broadband transmission facilities upon "commercially reasonable" terms and conditions. See Verizon v. FCC, 740 F.3d 623 (2014).

In violation of Section 706(a), JEA has refused to offer Aeneas the use of JEA's broadband facilities on commercially reasonable terms. When pressed for an offer, JEA simply inserted into a proposed contract the same retail rates that JEA currently charges its own end users for high-speed Internet service.

Aeneas asks the Authority to require JEA to offer wholesale telephone and broadband transmission services to Aeneas upon terms and conditions that comply with federal and state law. Pending the adoption of a new agreement, Aeneas asks that the Authority direct JEA to continue offering wholesale services under the rates, terms, and conditions set forth in the parties' current Agreement. Once new rates are established, those rates should be made retroactive to September 1, 2014.<sup>3</sup>

### **Parties**

1. Aeneas Communications LLC is a competing local exchange company ("CLEC") offering local and long distance telephone service pursuant to a certificate of convenience and necessity by the Authority. See Docket 99-00415 (October 13, 1999). Based in Jackson, Tennessee, Aeneas serves customers primarily in and around Madison County. Aeneas believes it is the oldest and the only investor-owned, facilities-based CLEC based in Tennessee.

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<sup>3</sup> In a similar situation, the FCC has held that where a requesting carrier challenges the "commercial reasonableness" of a proposed agreement, the FCC staff may order that the requested services be provided under the proposed terms subject to a true-up once the dispute is resolved. See "In the Matter of Reexamination of Roaming Obligations of Commercial Mobile Radio Service Providers and Other Providers of Mobile Data Services," WT Docket 05-265, Second Report and Order, April 7, 2011, paragraph 80.

2. Jackson Energy Authority is a public utility authority created by private act (2001 Tennessee Private Acts, Chapter 55) in 2001. JEA is authorized to own and operate a telecommunications system, including a broadband network capable of providing transport for telephony and data services. JEA holds a certificate of convenience and necessity from the TRA. See TRA Docket 03-00438 (March 5, 2004). JEA's certificate initially authorized the company to provide telecommunications services only on a wholesale basis. As a condition of obtaining that wholesale certificate, JEA agreed to a number of conditions including a "Code of Conduct" which includes commitments to adhere to the TRA's "rules and orders governing anti-competitive practices" and to provide wholesale services to all customers on a non-discriminatory basis. In 2008, JEA sought and received permission to amend its certificate to offer retail telephone services in competition with its wholesale customers. See TRA Docket 07-00201 (Oct. 10, 2008). JEA stated in its application (at pp. 5-6) that it "will continue to provide services as a carrier's carrier to other CLECs within Madison County." In approving JEA's request, the Authority noted that JEA "will continue to provide service as a carriers' carrier to other CLECs in Madison County." Order, at 6. JEA has elected to operate under "market regulation," pursuant to T.C.A. § 65-5-109(m).

### **Negotiations**

3. In a letter to Aeneas dated January 16, 2014, JEA Senior Vice President Ben Lovins wrote that the current interconnection agreement between the parties "was created in the framework of JEA as a carrier's carrier and is no longer applicable since JEA moved to a retail model." The letter stated that JEA would offer "rates for circuits on a negotiated basis as we do across the market," meaning apparently that Aeneas could negotiate rates as a retail customer.<sup>4</sup>

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<sup>4</sup> The January 16 letter from Mr. Lovins to Mr. Harlan, as well as all the other letters exchanged between the two men during the negotiations over a new agreement are attached as Exhibit B.



On May 20, 2014, JEA President and CEO Jim Ferrell stated to Aeneas President Jonathan Harlan, "You need to look at it from our perspective. We would make more margin with you off the network. We need your margin."

4. On April 30, 2014, JEA proposed to Aeneas a "Master Services Agreement" (attached as Exhibit C) containing rates for broadband transmission service, which Aeneas uses primarily to provide its customers with Internet access but may also use to provide VOIP telephone service. Although JEA offers a wide variety of high-speed Internet access services to its retail customers, the proposed agreement offered only a few of those services to Aeneas. For example, JEA offers residential customers eleven different speed options plus a "Double Upload Speed Adder."<sup>5</sup> The proposed contract, however, offers only three speed options, with no "speed adder," and even though JEA's wholesale product is merely a transmission service and does not actually provide Internet access,<sup>6</sup> JEA proposes to charge Aeneas the same rates that JEA charges its own retail, residential customers for Internet access service. As shown in "Attachment A" to the draft contract, JEA's proposed *wholesale* rates for transmission service to residential customers (a service which requires a twelve-month minimum contract for each line) are as follows:

<u>Speed (downstream/upstream)</u>	<u>Monthly Recurring Charge</u>
60M/10M	\$60.00
75M/25M	\$75.00

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<sup>5</sup> According to JEA's annual report for the fiscal year ending June 30, 2013, JEA offers residential customers eleven different options for Internet access and commercial customers thirty-one options, encompassing various speeds of uploading and downloading information. The relevant pages of the report are attached as Exhibit A.

<sup>6</sup> As explained in a letter from Jonathan Harlan to Ben Lovins dated September 13, 2013 [included in Exhibit B], JEA does not provide Aeneas with "Internet access service" but only provides broadband transport from the customer's premises to JEA's operations center and then to the Aeneas Network Center. Aeneas itself provides Internet access service to the customers while Aeneas also absorbs all costs of sales, marketing, billing, collections, and administrative support.

90M/50M

\$125.00

According to JEA's currently advertised prices (attached as Exhibit D), JEA's *retail* rates for Internet service for residential customers (a service which does not require a minimum contract term), are exactly the same as the proposed wholesale rates:

<u>Speed</u> (downstream/upstream)	<u>Monthly Recurring Charge</u>
60M/10M ("My Internet Primo3")	\$60.00
75M/25M ("My Internet Primo2")	\$75.00
90M/50M ("My Internet Primo")	\$125.00

5. Under the contract proposed by JEA, the total amount paid to Aeneas for broadband access would increase from \$14,034.42 per month to \$43,630.00 per month. See Exhibit E.

6. The proposed "Master Services Agreement" also states that JEA will offer Aeneas a "residential analog port—transport only" *ie.*, traditional telephone service, for "\$12 per line plus 50% of total retail charges per line over \$15." The current wholesale charges for traditional telephone service range from \$8.25 to \$15.50 for a residential line and from \$13.50 to \$19.75 for a business line. There is no revenue-sharing provision in the current Agreement and no defensible reason to include it in the proposed agreement since the retail prices charged by Aeneas have no impact on JEA's wholesale costs. Under the new rates proposed by JEA, the total amount paid to Aeneas for traditional telephone service would increase from \$5,389.24 per month to \$8,802.48 per month. See Exhibit E.

### **Jurisdiction**

7. The Authority has jurisdiction over this complaint pursuant to T.C.A. § 65-5-109(m) and 47 U.S.C. § 1302(a). Section 109(m) states in regard to market regulated carriers

that the Authority "shall continue to exercise its jurisdiction in its role as a dispute resolution forum to hear complaints between certificated carriers, including complaints to prohibit anti-competitive practices and to issue orders to resolve such complaints." Section 109(m) further states that the Authority shall "apply federal, not state, substantive law . . . for the purpose of adjudicating such state complaints." Id.

8. In regard to traditional telephone service, federal law requires that "all charges, practices, classifications, and regulations for and in connection with such service shall be just and reasonable" and prohibits "any unjust or unreasonable discrimination in charges, practices, classifications, regulations, facilities, or services" and making or giving "any undue or unreasonable preference or advantage to any particular person." 47 U.S.C. § 201 and 202.

9. In regard to "advanced telecommunications"<sup>7</sup> federal law states, "The [Federal Communications] Commission and each State commission with regulatory jurisdiction over telephone services [such as the TRA] shall encourage the deployment on a reasonable and timely basis of advanced telecommunications capability to all Americans . . . by utilizing, in a manner consistent with the public interest, convenience and necessity . . . measures that promote competition in the local telecommunications market. . . ." Section 706(a) of the Federal Telecommunications Act; 47 U.S.C. § 1302(a) This section grants both the FCC and state commissions the statutory authority to require "last mile" providers of broadband access services to offer the use of those services to competing carriers upon terms and conditions that are "commercially reasonable." See Verizon v. FCC, supra, 740 F.3d at 635-640.

10. The Authority is authorized to exercise jurisdiction over broadband services when that jurisdiction is delegated to the Authority under federal law. T.C.A. § 65-5-202 and 203.

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<sup>7</sup> The statute defines "advanced telecommunications capability" to include "broadband telecommunications capability." 47 U.S.C. § 1302(d)(1)

### **Cause of Action**

Based on the foregoing, Aeneas alleges that JEA has violated state and federal law in that JEA has:

11. Failed to offer traditional telephone service to Aeneas on a wholesale basis under terms and conditions that are "just and reasonable" and "nondiscriminatory."
12. Failed to offer broadband access to Aeneas under terms and conditions that are "commercially reasonable."
13. Engaged in "anticompetitive" practices as described in paragraphs 11 and 12.

### **Relief Sought**

14. Based on the foregoing, Aeneas asks that the Authority open a contested case proceeding to investigate these allegations of illegal and anti-competitive conduct and, after appropriate investigation and hearing, order JEA to offer Aeneas wholesale telecommunications services, including Internet access, upon terms and conditions that are just and reasonable, non-discriminatory, and/or commercially reasonable, as applicable.

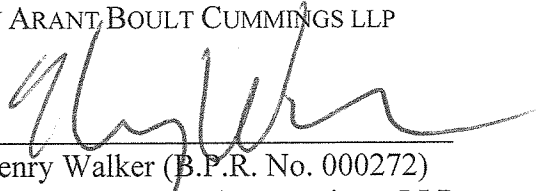
### **Interim Relief**

15. Pending the establishment of new rates as requested in paragraph 15, Aeneas asks that the Authority require JEA to continue providing wholesale services under the terms and conditions of the parties' current interconnection agreement, which expires September 1, 2014. Once new rates are established, those rates should be made effective retroactively to September 1, 2014, so that neither JEA nor Aeneas will suffer any financial penalty as a result of the time needed to resolve this complaint.

Respectfully submitted,

BRADLEY ARANT BOULT CUMMINGS LLP

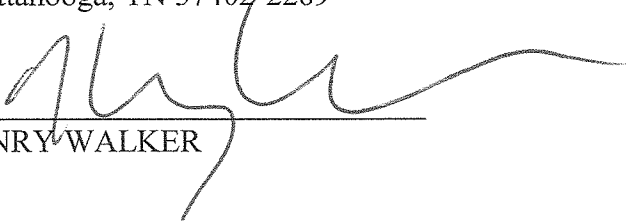
By: \_\_\_\_\_

  
Henry Walker (B.P.R. No. 000272)  
Bradley Arant Boult Cummings, LLP  
1600 Division Street, Suite 700  
Nashville, TN 37203  
Phone: 615-252-2363  
Email: [hwalker@babco.com](mailto:hwalker@babco.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on the 8th day of July, 2014, a copy of the foregoing document was served on the parties of record, via hand-delivery, overnight delivery or U.S. Mail, postage prepaid, addressed as follows:

Mark W. Smith  
Miller & Martin, PLLC  
Suite 1000 Volunteer Building  
832 Georgia Avenue  
Chattanooga, TN 37402-2289

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HENRY WALKER

**EXHIBIT A**

**JEA'S ANNUAL FINANCIAL REPORT**

## for the Fiscal Year Ended June 30, 2013





# Telecom System

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Strong revenues gave JEA's Telecom System not only the opportunity to pay off its line of credit in Fiscal Year 2013, but also the ability to issue fixed-rate bonds at an astonishing 2.8 percent interest for 12 years. Though the line of credit was necessary in 2003 for launching Telecom's fiber-to-the-home infrastructure, positive net income permitted the credit line to be retired and freed the system to offer new, state-of-the-art technology to its growing customer base. Low-interest, fixed-rate bonds now give Telecom the ability to more accurately predict costs and meet the challenges of rapidly changing technology.

JEA Telecom currently serves 18,000 residential and commercial customers with high-speed, fiber-to-the-home broadband, offering 100 megabits per second (Mbps) of symmetrical data services, with additional circuits to local businesses at one gigabit per second (Gbps) and above.

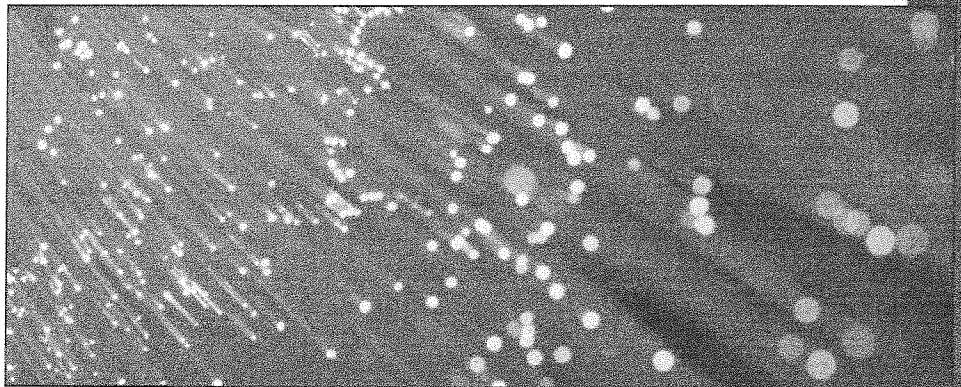
All Jackson-Madison County schools have now been connected with one Gbps circuits, including a 10 Gbps connection to the Jackson-Madison County Board of Education building, allowing educators to deliver cutting-edge applications.

JEA serves all West Tennessee Healthcare facilities in Jackson, including Jackson-Madison County General Hospital. In Fiscal Year 2013, JEA added service to the new Lift Wellness Center.

In addition to offering competitive pricing to local governmental entities, JEA infused the commercial broadband market with competition, now serving more than a thousand business customers in the area. JEA broadband is the area leader in triple-play services and the primary provider for the hotel industry in the Jackson area, giving Jackson the ability to host worldwide conferences, both with high-tech accommodations and tele-conference technology.

After seeing a 10 percent growth in commercial customers in the last three years, Telecom continues to focus on the components needed for industry recruitment. Significant developments in Fiscal Year 2013 included:

- ▀ Developing partnerships with national carriers beyond the JEA Telecom System in order to offer customers continuous high-speed access to the rest of the world.
- ▀ Investing in new equipment to support the latest competitive telephone products.
- ▀ Offering Home Area Networking, which gives customers full service Internet with in-home maintenance.





**JACKSON ENERGY AUTHORITY — TELECOMMUNICATIONS FUND**  
**TELECOMMUNICATIONS RATES IN FORCE**  
**JUNE 30, 2013**

RESIDENTIAL CABLE RATE - SCHEDULE R-1

Programming Service Categories

Analog Basic Service (Lifetime Service)	\$23.50	per month
Analog Expanded Service	\$36.50	per month
Analog Standard Service (Basic & Expanded)	\$60.00	per month
Digital Basic Service - Included with analog lifetime service, requires digital converter or digital television		
Digital Plus Service Tier	\$13.50	per month
Digital Hispanic Service	\$12.00	per month
Digital High Definition Service Tier	\$7.00	per month
Home Box Office - Digital Premium Service	\$17.00	per month
Cinemax - Digital Premium Service	\$14.00	per month
Showtime Unlimited - Digital Premium Service	\$16.00	per month
Starz Super Pack - Digital Premium Service	\$15.00	per month

Customer Premise Equipment

Standard Digital Converter, first converter	\$6.50	per month
High Definition/DVR Digital Converter	\$22.00	per month
Cable Card	\$6.00	per month
High Definition Digital Converter	\$10.00	per month
Multi-Room DVR Service	\$10.00	per month

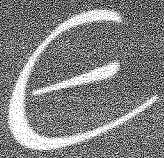
GENERAL CABLE RATE - SCHEDULE G-1

Programming Service Categories

Analog Basic Service (Lifetime Service)	\$32.50	per month
Analog Expanded Service	\$27.50	per month
Fox Sports Net (requires Expanded Service)	\$60.00	per month
SportsSouth (requires Expanded Service)	\$60.00	per month
Digital High Definition Service Tier	\$27.00	per month
Digital Surcharge for Music Choice and Interactive Program Guide	\$27.00	per month
Digital Pay-Per-View Events	Event units charged times fire code occupancy rating or other terms of the program supplier.	

Customer Premise Equipment

Standard Digital Converter	\$6.50	per month each
High Definition/DVR Digital Converter	\$22.00	per month each
High Definition Digital Converter	\$10.00	per month each
Cable Card	\$6.00	per month each



**JACKSON ENERGY AUTHORITY — TELECOMMUNICATIONS FUND**  
**TELECOMMUNICATIONS RATES IN FORCE (Continued)**  
**JUNE 30, 2013**

GENERAL CABLE RATE SCHEDULE G-2

Programming Service Categories

Analog Basic Service	\$32.50	per month
Analog Expanded Service (requires Basic Service)	\$27.50	per month
Analog Standard Service (Basic & Expanded)	\$60.00	per month
Digital Basic Service - Included with analog lifetime service, requires digital converter or digital television		
Digital Service Tier	\$13.50	per month
Digital High Definition Service Tier	\$7.00	per month

Customer Premise Equipment

Standard Digital Converter	\$6.50	per month each
High Definition/DVR Converter	\$22.00	per month each
Cable Card	\$6.00	per month each
High Definition Digital Converter	\$10.00	per month

GENERAL BULK CABLE RATE - SCHEDULE B-1

Residential Bulk Analog Cable Television service, single unit

Analog Standard Service	\$28.95	unit per month
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GENERAL BULK CABLE RATE - SCHEDULE B-2

Commercial and Non-Residential Analog Cable Television service, single unit

Analog Standard Service	\$28.95	unit per month
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RESIDENTIAL TELEPHONE RATE - SCHEDULE R-1

Telephone Service Levels

Basic Service	\$15.95	per month
Basic Feature Pack (optional)	\$10.00	per month
Basic Plus Service	\$24.00	per month
Basic Plus Feature Pack (optional)	\$7.00	per month
Preferred Service	\$24.95	per month
Preferred Service Feature Pack (optional)	\$5.00	per month

Optional Features and Per Use Charges

Voicemail	\$4.95	per month
Directory Assistance - Call Completion	\$0.45	per call
Directory Assistance - Local	\$1.25	per call
Directory Assistance - National	\$1.25	per call
Private Listing	\$3.33	per listing
Semi-Private Listing	\$1.73	per listing
Additional Listing	\$1.14	per listing

See independent auditor's report.



**JACKSON ENERGY AUTHORITY— TELECOMMUNICATIONS FUND**  
**TELECOMMUNICATIONS RATES IN FORCE** *(Continued)*  
**JUNE 30, 2013**

RESIDENTIAL TELEPHONE RATE - SCHEDULE R-1

Optional Features and Per Use Charges

Residential Intra and Inter Long Distance	\$ 0.069 per minute
Residential Toll Free Long Distance	\$ 0.099 per minute
Unlimited Plan	\$ 14.95 per month
International Long Distance	Varies

COMMERCIAL TELEPHONE RATE - SCHEDULE G-1

POTS Telephone Service Levels

Business Local Link (12 month contract)	\$56.95 per month
Business Local Link (36 month contract)	\$54.95 per month
Business One Link (12 month contract)	\$26.95 per month
Business One Link (36 month contract)	\$24.95 per month

A la carte Features

Anonymous Call Rejection	\$4.30 per month
Call Forwarding Busy Line	\$4.30 per month
Call Forwarding No Answer	\$4.30 per month
Call Forwarding Variable	\$6.10 per month
Call Return	\$6.20 per month
Call Waiting/Cancel Call Waiting	\$6.65 per month
Call Waiting w/ Caller ID	\$6.65 per month
Caller ID Deluxe	\$8.50 per month
Per Call Block w/ Caller ID	\$5.25 per month
Remote Access Call Forwarding	\$6.65 per month
Speed Calling 30	\$4.75 per month
Three-Way Calling	\$6.20 per month
Hunting	No Charge
Voicemail	\$6.95 per month
Transfer Mailbox	No Charge

Directory Listings

Additional Listing	\$2.10 per month
Foreign Listing	\$2.10 per month
Alternate Call listing	\$2.10 per month
Alphabetical Service Listing	\$2.10 per month
Cross Reference Listing	\$2.10 per month
Non-Published Service	\$4.50 per month
Non-Listed Service	\$2.20 per month

See independent auditor's report.



**JACKSON ENERGY AUTHORITY — TELECOMMUNICATIONS FUND**  
**TELECOMMUNICATIONS RATES IN FORCE (Continued)**  
**JUNE 30, 2013**

COMMERCIAL TELEPHONE RATE - SCHEDULE G-1

Directory and Operator Assistance

Directory Assistance - Local	\$0.98	per call
Directory Assistance - National	\$0.98	per call
Directory Assistance - Call Completion	\$0.45	per call
Operator Assisted Services Surcharge	\$2.25	per call

Long Distance Per Minute and Packages

Business Intralata/Interstate per minute	\$0.05	per minute
Business Toll-Free per minute	\$0.05	per minute + \$2.00 monthly
Toll-Free Vanity Number Search	\$5.00	per month
Verified Project Account Codes	\$5.00	per month
	\$20.00	Non-Recurring Charge
Non-Verified Project Account Codes	No MRC	
	\$10.00	Non-Recurring Charge
Unlimited Long Distance	\$20.00	First Line
	\$15.00	Each Add'l Line

RESIDENTIAL INTERNET RATE - SCHEDULE R-1

512 kilobits down/256 kilobits up	\$24.95	per month
4 Megabits down/512 kilobits up	\$29.95	per month
5 Megabits down/1 Megabit up	\$38.00	per month
6 Megabits down/768 kilobits up	\$39.95	per month
10 Megabits down/1.5 Megabit up	\$54.95	per month
15 Megabits down/5 Megabits up	\$70.00	per month
15 Megabits down/15 Megabits up	\$100.00	per month
25 Megabits down/5 Megabit up	\$100.00	per month
25 Megabits down/25 Megabit up	\$180.00	per month
50 Megabits down/10 Megabit up	\$180.00	per month
100 Megabits down/10 Megabits up	\$350.00	per month
Double Upload Speed Adder	\$20.00	per month

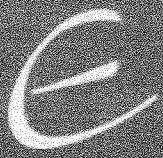
GENERAL INTERNET RATE - SCHEDULE G-1

Asymmetrical Service Levels

2 Megabits down/384 kilobits up	\$50.00	per month
4 Megabits down/512 kilobits up	\$69.95	per month
5 Megabits down/2 megabits up	\$85.00	per month
6 Megabits down/2 Megabits up	\$99.95	per month
10 Megabits down/3 Megabits up	\$149.95	per month
20 Megabits down/4 Megabits up	\$249.95	per month
20 Megabits down/20 Megabits up	\$165.00	per month
25 Megabits down/5 Megabits up	\$165.00	per month
25 Megabits down/25 Megabits up	\$295.00	per month
50 Megabits down/25 Megabits up	\$400.00	per month
75 Megabits down/25 Megabits up	\$500.00	per month
100 Megabits down/50 Megabits up	\$850.00	per month
Double Upload Speed Adder	\$100.00	per month

See independent auditor's report.





**JACKSON ENERGY AUTHORITY— TELECOMMUNICATIONS FUND**  
**TELECOMMUNICATIONS RATES IN FORCE (Continued)**  
**JUNE 30, 2013**

GENERAL INTERNET RATE - SCHEDULE G-1

Symmetrical Service Levels

768 kilobits down/768 kilobits up	\$250.00 per month
1.5 Megabits down/1.5 Megabits up	\$500.00 per month
3 Megabits down/3 Megabits up	\$750.00 per month
6 Megabits down/6 Megabits up	\$1,495.00 per month
10 Megabits down/10 Megabits up	\$1,995.00 per month
15 Megabits down/15 Megabits up	\$2,995.00 per month

Commercial Metro Ethernet Service Levels

2 Megabits down/2 Megabits up	\$200.00 per month
4 Megabits down/4 Megabits up	\$300.00 per month
6 Megabits down/6 Megabits up	\$450.00 per month
8 Megabits down/8 Megabits up	\$560.00 per month
10 Megabits down/10 Megabits up	\$750.00 per month
20 Megabits down/20 Megabits up	\$1,300.00 per month
40 Megabits down/40 Megabits up	\$2,600.00 per month
50 Megabits down/50 Megabits up	\$3,250.00 per month
60 Megabits down/60 Megabits up	\$3,900.00 per month
70 Megabits down/70 Megabits up	\$4,200.00 per month
80 Megabits down/80 Megabits up	\$4,800.00 per month
90 Megabits down/90 Megabits up	\$5,400.00 per month
100 Megabits down/100 Megabits up	\$6,000.00 per month

<u>IP Address Assignment</u>	<u>IP Addresses</u>	<u>Usable Addresses</u>	<u>NRC</u>	<u>Monthly Charges</u>
/29	8	5	\$25.00	\$10.00
/28	16	13	\$50.00	\$20.00
/27	32	29	\$50.00	\$30.00
/26	64	61	\$50.00	\$40.00
/25	128	125	\$50.00	\$80.00
/24	256	253	\$50.00	\$120.00

The Telecommunications Fund served 15,965 and 15,799 customers as of June 30, 2013 and 2012, respectively.

See independent auditor's report.

**EXHIBIT B**

**LETTERS BETWEEN HARLAN AND LOVINS**



Jackson Energy Authority

RECEIVED

September 5, 2013

SEP 08 2013

Jonathan Harlan  
CEO  
Aeneas Communications, LLC  
P.O. Box 277  
Jackson, TN 38302

Re: Negotiation of Interconnection Agreement


Dear Jonathan:

Pursuant to **Section 2.0 Term of the Agreement**, of the JEA-Aeneas Interconnection Agreement, JEA would like to enter into negotiations regarding a new Interconnection Agreement between the Parties.

A meeting for this purpose can be arranged by contacting me at 731-265-5736.

I look forward to discussing new rates and terms with you.

Sincerely,

  
Ben Lovins

Senior Vice President  
JEA Telecommunications





Tennessee's Leading  
Internet and Telephone Provider

www.aeneas.com

Ben Lovins  
Senior Vice President  
JEA Telecommunications  
250 North Highland Avenue  
Jackson, TN 38301

September 13, 2013


Dear Ben,

I have received your September 5<sup>th</sup> letter requesting negotiations regarding the Interconnection Agreement (ICA) between JEA and Aeneas. I welcome this request. As you know, we have reached out to your office on several occasions suggesting terms that would make Aeneas a larger customer of JEA & in the process make JEA a greater beneficiary of Aeneas' position in the Madison County marketplace. The terms and conditions of our ICA have served both parties reasonably well with the exception residential and business high-speed data service (Ethernet over Fiber) price and bandwidth increments. The pricing made available to Aeneas is uncompetitive and in all cases higher than ATT's, Charter's or even JEA's retail price for Internet access. Aeneas wishes to continue its relationship with JEA and renew our current ICA for another ten-year term without change except for the deletion of language found under "Monthly Charges for Network Transport, Attachment 1, labeled "Data Services," and replaced with the following:

"Ethernet over Fiber from any location on the JEA network to the JEA/Aeneas POI will be available at a rate of 50% below any like data service that JEA offers its retail customers."

As you know, JEA does not provide Aeneas with internet access rather Ethernet over fiber transport from end user premises to JEA's operating center, and from there, Aeneas pays JEA for transport to the Aeneas Network Center at 300 North Cumberland Street. Aeneas' operations absorbs all costs of servicing its customers including, but not limited to, the cost of sales, billing, marketing, collections, support, administration, and providing Internet access. In 2005 Aeneas paid JEA \$993,266.04. In 2013 JEA will receive a fraction of this amount due, in part, to this outdated pricing. The requested price change will make JEA more competitive with AT&T, Charter, and other wholesale network providers which Aeneas uses. New pricing will generate demand by Aeneas and ultimately more revenue for JEA. I look forward to meeting with you at your earliest convenience.

Sincerely,



Jonathan V. Harlan, CEO  
Aeneas Internet and Telephone



Tennessee's Leading  
Internet and Telephone Provider

[www.aeneas.com](http://www.aeneas.com)

Ben Lovins  
Senior Vice President  
JEA Telecommunications  
250 North Highland Avenue  
Jackson, TN 38301

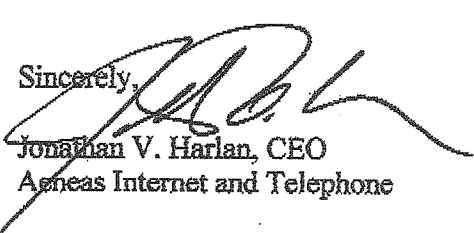
January 15, 2014

Dear Ben,

By my reckoning, the Aeneas JEA Interconnect Agreement (ICA) requires we reach and agreement by January 20, 2014 or we proceed to mediation. I tendered a proposed solution on September 13, 2013, namely to extend our current ICA as is for another ten years.

As for mediation, the TRA procedures for Alternative Dispute Resolution (ADR) and negotiations can be found in their Rule 1220-1-3-.01. Hopefully we can meet the deadline.

Sincerely,



Jonathan V. Harlan, CEO  
Aeneas Internet and Telephone



---

Jackson Energy Authority

January 16, 2014

Mr. Jonathan Harlan  
Aeneas Internet and Telephone  
300 North Cumberland Street, Suite 200  
Jackson, TN 38301-5406

RE: Aeneas-JEA Interconnection Agreement (ICA) Discussions

Dear Jonathan:

This is in response to your letter of January 15, 2014. You last proposed a rate fifty (50) percent less than JEA's lowest customer. That would not be financially feasible. However, JEA can offer rates for circuits on a negotiated basis as we do across the market. Regardless, the Aeneas-JEA ICA was created in the framework of JEA as a carrier's carrier and is no longer applicable since JEA moved to a retail model. If you would be interested in further discussions, JEA remains open.

I look forward to your response.

Very truly yours,

Ben Lovins



Jackson Energy Authority

Ben Lovins

Senior Vice President, Telecommunications Division

June 5, 2014

Jonathan Harlan  
CEO  
Aeneas Communications, LLC  
P.O. Box 277  
Jackson, TN 38302

Re: Aeneas Communications, LLC (Aeneas)/Jackson Energy Authority (JEA) Rate Negotiations

Dear Jonathan,

Negotiations between JEA and Aeneas for a new rate schedule began in September of 2013. As you know the ten-year Aeneas/JEA Interconnect Agreement (ICA) terminated on March 1, 2014. The time for mediation under the ICA has expired and the six-month ICA "Migration Period" began three months ago. At least two rate schedules have been proposed as a counter to your proposal of "a rate of 50% below any like data service that JEA offers its retail customers." Since the ICA "Migration Period" has been in effect for three months and has three months left, JEA believes an extension is unnecessary as there is ample time for Aeneas to migrate its customers or to accept the proposed rates.

Thank you for your time and attention to this matter.

Sincerely,



Ben Lovins

**EXHIBIT C**

**JEA'S PROPOSED AGREEMENT**

**Jackson Energy Authority – Aeneas Internet and Telephone  
Master Services Agreement**

**RECEIVED**  
APR 30 2014

This Master Services Agreement is entered into as of \_\_\_\_ May, 2014 (Effective Date) by and between Jackson Energy Authority (JEA) and Aeneas Internet and Telephone (Aeneas), (collectively or individually referred to as the Parties).

Whereas JEA is a provider of telecommunications services and Aeneas desires to purchase certain of these services from JEA, and JEA is willing to provide the services pursuant to the rates, terms and conditions set forth in this Master Services Agreement, any attachments or exhibits hereto, or in the applicable JEA tariffs.

The Parties do hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SERVICES**

*Telco* [ JEA will provide dedicated, switched access and private line services, local dial tone and 911 services (collectively and individually referred to as the Services) to Aeneas. A description of the Services and pricing is provided in Attachment A. *2 of 12*

**2. TERM**

The Term of this Agreement shall be five (5) years from the Start of the Service Date of each Service.

**3. PAYMENT AND BILLING**

- (a) All JEA charges for the Services purchased by Aeneas shall be included on Aeneas' monthly bill from JEA. Such charges shall be individually listed by Service.
- (b) Aeneas is responsible for payment of all charges for the Services furnished under this Agreement.
- (c) Taxes, tax-like charges and other local, state or federally charged, imposed or authorized fees, charges and surcharges are not built into JEA's rates, and therefore, will be included on Aeneas' monthly bill. Aeneas agrees to pay all such amounts.
- (d) If Aeneas fails to pay all amounts due, JEA may charge Aeneas, in addition to all other payments due, all costs associated with the collection of past due amounts, including court costs, service fees, collection agency fees and attorney fees.

- (e) JEA reserves the right to require a security deposit from Aeneas to secure payment for the Services. Any such security deposit shall be returned to Aeneas in the net deposit amount upon full and final payment of all charges incurred under the Agreement.
- (f) JEA reserves the right to charge a late payment charge, not to exceed the highest rate allowed by law, on any amount due for the Services which is more than thirty (30) days past due.

#### **4. ENFORCEABILITY**

This Agreement is not valid and enforceable unless accepted and approved by JEA.

#### **5. LIMITATION OF LIABILITY**

JEA MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. JEA DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT. IN NO EVENT WILL JEA BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH AENEAS' OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE SERVICES INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE BY JEA AND WHETHER OR NOT JEA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. JEA'S TOTAL AGGREGATE LIABILITY TO AENEAS FOR ANY CAUSE AND AENEAS' TOTAL REMEDY SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY AENEAS FOR THE SERVICES.

#### **6. POWER OUTAGES**

AENEAS EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE SERVICES KNOWING THAT THE SERVICES DO NOT HAVE THEIR OWN POWER SOURCE AND ARE SUBJECT TO POWER OUTAGES WHICH MAY AFFECT AENEAS' ABILITY TO UTILIZE 911 SERVICES, HOME SECURITY MONITORING SERVICES, AND OTHER DEPENDENT SERVICES, UNTIL SUCH POWER IS RESTORED.

## **7. RELEASE OF PREMISES LIABILITY AND WAIVER OF SUBROGATION RIGHTS**

In the event services in this Agreement include Co-Location Services, JEA's insurance policies shall insure the JEA Building and JEA's property therein against loss, damage, or destruction by fire or other casualty and the lease value thereof; and Aeneas' insurance policies shall insure Aeneas's property in the leased premises of JEA against loss, damage, or destruction by fire or other casualty. Both Parties shall include in their respective insurance policies: (a) a waiver of the insurer's right of subrogation against the other Party; (b) an express agreement that the policy will not be invalidated if the insured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty; or (c) any other form of permission for the other Party's release. If the waiver or permission is not, or ceases to be, obtainable, with or without additional charge, the insured party shall, upon learning that, promptly notify JEA. In the event Aeneas becomes unable to obtain such a waiver of insurance subrogation, Aeneas agrees to indemnify JEA for any subrogation claim made by Aeneas' insurer. Additionally, each Party hereby releases the other Party with respect to any claim (including a claim for negligence) which it might otherwise have against the other Party for loss, damages, or destruction with respect to its property by fire or other casualty (including lease value or business interest, as the case may be) occurring during the term of this Agreement and to the extent to which it is not prohibited under a policy or policies containing a waiver of subrogation or permissions to release liability or naming the other party as an additional insured, as provided above. The waiver of subrogation or permission for release referred to herein shall extend to the agents, affiliates and other Co-Location customers of JEA.

## **8. ADJUSTMENTS**

JEA may, for regulatory reasons which adversely affect the cost of providing the Service, increase the rates charged to Aeneas, delete or modify services provided hereunder, or pass through to Aeneas all or a portion of any change or surcharge directly or indirectly related to such regulatory activity. JEA may also change the terms of its tariff and/or acceptable use policies. Aeneas' continued use of the Services shall be considered consent to any such changes.

## **9. SERVICE REVOCATION/TERMINATION**

In the event that JEA reasonably believes that Aeneas is using a Service for any detrimental or unlawful purpose, or in contravention with the terms and provisions of this Agreement, without limiting any other legal remedies, JEA may immediately discontinue



such Service to the Aeneas without liability. Upon such occurrence any prepaid fees shall be forfeited by Aeneas. Aeneas agrees that any violation of the terms of this Agreement or illegal use by Aeneas may result in the termination of Service by JEA, without notice and at JEA's sole discretion. Revocation of Service by JEA does not relieve Aeneas of the obligation to pay any amounts due and/or owed up to the termination date.

#### 10. EARLY TERMINATION BY AENEAS

By signing this Agreement, Aeneas agrees to maintain service with JEA for the Minimum Service Term. Early termination of this Agreement by Aeneas does not relieve Aeneas of the obligation to pay all fees owed under this Agreement for the duration of the Minimum Service Term.

#### 11. GENERAL

This Agreement addresses the Services described in Attachments A and represents the entire understanding and agreement between the parties specifically regarding those Services only. Amendments to this Agreement must be in a writing signed by the parties. Notwithstanding anything to the contrary, Aeneas ~~agrees that~~ regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Agreement or the Services, must be filed within one (1) year after such claim or cause of action arose or be forever barred. Except for the limitation above, no failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof. This Agreement is a legally binding contract between JEA and Aeneas which binds and inures to the benefit of their respective principals, successors and assigns. The format, words and phrases used in this Agreement shall have the meaning generally understood in the Telecommunications Industry. This Agreement shall be construed in accordance with its fair meaning and not against the drafting party. Both

#### 12. MISCELLANEOUS

- (a) Force Majeure. Failure to deliver or transmit the Services due to any cause beyond the control of either party shall not constitute a breach of this Agreement.
- (b) Non-assignment. Neither party may assign this Agreement without the prior written consent of the other party.
- (c) Notice. Any notice required under this Agreement shall be in writing and sent via express mail service or registered U.S. Mail, return receipt requested. Notice shall be deemed effective upon receipt by the intended recipient.
- (d) Governing Law. Tennessee law shall govern the interpretation and enforcement of this Agreement.

**I HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF  
THIS AGREEMENT.**

\_\_\_\_\_  
Jackson Energy Authority

\_\_\_\_\_  
Aeneas Internet and Telephone

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**ATTACHMENT A**

JEA will provide a demarcation point at the end-user premise for the services listed below. JEA will not be responsible for any wiring, equipment, or support beyond the demarcation point. All services are based on a 12-month minimum term of service. If the end-user chooses to move service to JEA retail from Aeneas retail within the first 12 months of the initial installation, JEA will reimburse Aeneas for installation charges paid by Aeneas to JEA that are associated with the initial service installation for such end-user.

**A1. Commercial Asymmetric Data Transport Per Circuit – Non-Guaranteed Bandwidth**

<u>Circuit Description</u>	<u>Downstream Bandwidth</u>	<u>Upstream Bandwidth</u>	<u>Monthly Recurring Charge</u>
65M/25M-NGC	65 Mbps	25 Mbps	\$70.00
80M/50M-NGC	80 Mbps	50 Mbps	\$125.00
100M/75M-NGC	100 Mbps	75 Mbps	\$350.00

**A2. Commercial Metro E (P2P) Data Transport Per Circuit – Guaranteed Bandwidth**

<u>Circuit Description</u>	<u>Downstream Bandwidth</u>	<u>Upstream Bandwidth</u>	<u>Monthly Recurring Charge</u>
2M/2M-GC	2 Mbps	2 Mbps	\$125.00
4M/4M-GC	4 Mbps	4 Mbps	\$219.00
6M/6M-GC	6 Mbps	6 Mbps	\$339.00
8M/8M-GC	8 Mbps	8 Mbps	\$450.00
10M/10M-GC	10 Mbps	10 Mbps	\$562.00
20M/20M-GC	20 Mbps	20 Mbps	\$960.00
40M/40M-GC	40 Mbps	40 Mbps	\$1,440.00

**A3. Commercial Analog Port – Transport Only**

Monthly Recurring Charge: \$20 per line plus 50% of total retail charges per line over \$25

**A4. Commercial Service Installation**

Per Service Installation with Truck Roll, Non-Recurring Fee,

Existing Fiber Drop at Demarcation Point: \$100

Electronic Change of Service Fee, Per Order without Truck Roll, Non-Recurring Fee: \$20

Per Service Installation with Truck Roll, Non-Recurring Fee,

New Drop Required: \$100 plus the cost the fiber drop installation

**A5. Residential Analog Port – Transport Only**

Monthly Recurring Charge:     \$12 per line plus 50% of total retail charges per line over \$15

**A6. Residential Asymmetric Data Transport Per Circuit – Non-Guaranteed Bandwidth**

<u>Circuit Description</u>	<u>Downstream Bandwidth</u>	<u>Upstream Bandwidth</u>	<u>Monthly Recurring Charge</u>
90M/50M-NGR	90 Mbps	50 Mbps	\$125.00
75M/25M-NGR	75 Mbps	25 Mbps	\$75.00
60M/10M-NGR	60 Mbps	10 Mbps	\$60.00

**A7. Residential Service Installation**

Per Service Installation with Truck Roll, Non-Recurring Fee,

Existing Fiber Drop at Demarcation Point:     \$100

Electronic Change of Service Fee, Per Order without Truck Roll, Non-Recurring Fee:     \$25

Per Service Installation with Truck Roll, Non-Recurring Fee,

New Fiber Drop Required:     \$100 plus the cost of the fiber drop installation

**A8. Residential Service Bundling**

For the period of time during which a residential Aeneas customer is being provided telephone transport, data transport, or both through this agreement and concurrently subscribes to JEA's Standard Cable Service at that same premise, Aeneas will be entitled to the following bundled per circuit charges provided to that end user premise. For these premises, all charges referenced in A7 will still apply; however, these charges do not apply to JEA Cable Service installation, including fees related to new fiber drop installation.

<u>Circuit Description</u>	<u>Monthly Recurring Charges</u>
Residential Telephone Port, Transport Only	\$25.00 Flat Rate Per Port
75M/25M-NGR (Detailed Description in A6)	\$50.00

RECEIVED  
APR 30 2014

Aeneas  
Jonathan Harlan

 Jackson Energy Authority

P.O. Box 68

Jackson, Tennessee 38302-0068

**EXHIBIT D**

**JEA'S RETAIL RATES AS OF JUNE 1, 2014**

# STAY CONNECTED WITH ALL 3 SERVICES.

CABLE TV | INTERNET | TELEPHONE

## ORIGINAL TRIO

**\$74<sup>50</sup>**  
Per Month

### CABLE TV SERVICE

- Basic - 35 Channels
- DCT-HD Box Includes EPG, High Definition Capability & Music Choice®

+

### HIGH-SPEED INTERNET<sup>1</sup>

- 512-Kbps Download
- 256-Kbps Upload



Includes a FREE Speed Upgrade to **75x25MBPS**

+

### TELEPHONE SERVICE

- Basic Unlimited Local Calling with Call Waiting & Call Return

Upgrade to **75x75Mbps** Symmetrical Internet for only \$20/month<sup>1</sup>

## EXPANDED TRIO

**\$112**  
Per Month

### CABLE TV SERVICE

- Basic - 25 Channels
- Expanded - 60 Channels

+

### HIGH-SPEED INTERNET<sup>1</sup>

- 10-Mbps Download
- 5-Mbps Upload



Includes a FREE Speed Upgrade to **75x25MBPS**

+

### TELEPHONE SERVICE

- Basic Plus Unlimited Local Calling with Call Waiting (w/ Caller ID)<sup>2</sup>, Call Return, Caller ID (w/Name)<sup>2</sup>

Upgrade to **75x75Mbps** Symmetrical Internet for only \$20/month<sup>1</sup>

## FEATURE TRIO

**\$144**  
Per Month

### CABLE TV SERVICE

- Basic - 35 Channels
- Expanded - 108 Channels
- Digital Tier - 65 Channels
- DCT-HD Box Includes EPG, High Definition Capability & Music Choice®

+

### HIGH-SPEED INTERNET<sup>1</sup>

- 15-Mbps Download
- 5-Mbps Upload



Includes a FREE Speed Upgrade to **75x25MBPS**

+

### TELEPHONE SERVICE

- Basic Unlimited Local Calling with Call Waiting & Call Return
- Feature Pack Call Forward Busy, Call Forward No Answer, Remote Access Call Forwarding, Speed Calling 30, 3-Way Calling, Anonymous Call Rejection, Caller ID Delivery Block, Call Return, Call Forward Variable, Caller ID (w/Name)<sup>2</sup>
- Unlimited LD<sup>4</sup>

Upgrade to **75x75Mbps** Symmetrical Internet for only \$20/month<sup>1</sup>

## PLUS TRIO

**\$176<sup>50</sup>**  
Per Month

### CABLE TV SERVICE

- Basic - 35 Channels
- Expanded - 108 Channels
- Digital Tier - 65 Channels
- Digital HD - 7 Channels
- DCT-HD Box Includes EPG, High Definition Capability & Music Choice®

+

### HIGH-SPEED INTERNET<sup>1</sup>

- 25-Mbps Download
- 5-Mbps Upload



Includes a FREE Speed Upgrade to **75x25MBPS**

+

### TELEPHONE SERVICE

- Basic Plus Unlimited Local Calling with Call Waiting (w/Caller ID)<sup>2</sup>, Call Return, Caller ID (w/Name)<sup>2</sup>
- Feature Pack Call Forward Busy, Call Forward No Answer, Remote Access Call Forwarding, Speed Calling 30, 3-Way Calling, Anonymous Call Rejection, Caller ID Delivery Block, Call Return, Call Forward Variable, Caller ID (w/Name)<sup>2</sup>
- Unlimited LD<sup>4</sup>

Upgrade to **75x75Mbps** Symmetrical Internet for only \$20/month<sup>1</sup>

## PREFERRED TRIO

**\$220<sup>25</sup>**  
Per Month

### CABLE TV SERVICE

- Basic - 35 Channels
- Expanded - 108 Channels
- Digital Tier - 65 Channels
- Digital HD - 7 Channels
- Premiums - 79 Channels



- DCT-Smart Box Includes EPG, High Definition Digital Video Recorder [DVR] Capability & Music Choice

+

### HIGH-SPEED INTERNET<sup>1</sup>

- 50-Mbps Download
- 10-Mbps Upload



Includes a FREE Speed Upgrade to **75x25MBPS**

+

### TELEPHONE SERVICE

- Preferred Unlimited Local Calling with Caller ID (w/Name)<sup>2</sup>, Call Waiting (w/Caller ID)<sup>2</sup>, 3-Way Calling, Call Forwarding Variable, Call Return
- Feature Pack Call Forward Busy, Call Forward No Answer, Remote Call Forwarding, Speed Calling 30, Repeat Dialing, Anonymous Call Rejection, Caller ID Delivery Block.
- Voicemail
- Unlimited LD<sup>4</sup>
- Wire Maintenance

Upgrade to **75x75Mbps** Symmetrical Internet for only \$20/month<sup>1</sup>



Broadband.

731.422.7500  
www.eplusbroadband.com

**\$10<sup>mo</sup>**

Add the **HOME AREA NETWORK** to your Trio package.

Surf the web in any room with no wires and no worries. JEA will install a wireless router and connect up to 5 Wi-Fi devices to your internet service to ensure safe and trouble-free connectivity throughout your home. \*Some restrictions apply.



# GET THE 2 SERVICES THAT FIT YOU THE BEST.

## CABLE-INTERNET DUO

**\$106<sup>50</sup>**  
Per Month

### CABLE TV SERVICE

- Basic - 35 Channels
- Expanded - 108 Channels
- DCT-HD Box  
Includes EPG, High Definition Capability & Music Choice®

### HIGH-SPEED INTERNET<sup>1</sup>

- 75 Mbps Download
- 25 Mbps Upload

## INTERNET-PHONE DUO

**\$87**  
Per Month

### HIGH-SPEED INTERNET<sup>1</sup>

- 75 Mbps Download
- 25 Mbps Upload

### TELEPHONE SERVICE

- Basic Plus Plan  
Unlimited Local Calling with Call Waiting (w/Caller ID)<sup>2</sup>, Call Return, Caller ID (w/Name)<sup>2</sup>
- Feature Pack  
Call Forward Busy, Call Forward No Answer, Remote Access Call Forwarding, Speed Calling 30, 3-Way Calling, Anonymous Call Rejection, Caller ID Delivery Block, Call Return, Call Forward Variable, Caller ID (w/Name)<sup>2</sup>
- Unlimited LD<sup>4</sup>

## CABLE-PHONE DUO

**\$103**  
Per Month

### CABLE TV SERVICE

- Basic - 35 Channels
- Expanded - 108 Channels
- DCT-HD Box - Includes EPG, High Definition Capability & Music Choice®

### TELEPHONE SERVICE

- Basic Plus Plan  
Unlimited Local Calling with Call Waiting (w/Caller ID)<sup>2</sup>, Call Return, Caller ID (w/Name)<sup>2</sup>
- Feature Pack  
Call Forward Busy, Call Forward No Answer, Remote Access Call Forwarding, Speed Calling 30, 3-Way Calling, Anonymous Call Rejection, Caller ID Delivery Block, Call Return, Call Forward Variable, Caller ID (w/Name)<sup>2</sup>
- Unlimited LD<sup>4</sup>

**\$10<sup>mo</sup>**  
Add the  
**HOME AREA NETWORK**  
to your Duo package.  
Surf the web in any room with  
no wires and no worries.  
\*Some restrictions apply.

# OR GET THE 1 SERVICE YOU NEED.

## MY CABLE PRIMO

**\$148<sup>25</sup>**  
Per Month

### CABLE TV SERVICE

- Basic - 35 Channels
- Expanded - 108 Channels
- Digital Tier - 65 Channels
- Digital HD - 7 Channels
- Premiums - 79 Channels

comcast SHOWTIME HBO starz

- DCT-Smart Box  
Includes EPG, High Definition Digital Video Recorder [DVR] Capability & Music Choice

## MY INTERNET PRIMO

**\$125**  
Per Month

### HIGH-SPEED INTERNET<sup>1</sup>

- 90 Mbps Download
- 50 Mbps Upload

**\$10<sup>mo</sup>**  
Add the  
**HOME AREA NETWORK**  
to this package.  
Surf the web in any room with  
no wires and no worries.  
\*Some restrictions apply.

## MY INTERNET PRIMO 2

**\$75**  
Per Month

### HIGH-SPEED INTERNET<sup>1</sup>

- 75 Mbps Download
- 25 Mbps Upload

**\$15<sup>mo</sup>**  
Add the  
**HOME AREA NETWORK**  
to this package.  
Surf the web in any room with  
no wires and no worries.  
\*Some restrictions apply.

## MY INTERNET PRIMO 3

**\$60**  
Per Month

### HIGH-SPEED INTERNET<sup>1</sup>

- 60 Mbps Download
- 10 Mbps Upload

**\$15<sup>mo</sup>**  
Add the  
**HOME AREA NETWORK**  
to this package.  
Surf the web in any room with  
no wires and no worries.  
\*Some restrictions apply.

(1) High-speed Internet services are provided as best-effort services. Jackson Energy Authority does not guarantee bandwidth that customer receives. (2) You must provide the correct equipment (Caller ID display unit or phone with built-in display) to view Caller ID data. (3) 60 minutes free long distance calling is limited to the 48 contiguous United States. Long distance minutes in excess of 60 minutes each month will be billed at 6.9¢ per minutes rate. Unused free long distance minutes do not roll over to the next month. (4) Unlimited long distance calling is limited to the 48 contiguous United States. Jackson Energy Authority local phone service is required to receive Unlimited Long Distance.

Free standard basic installation is limited to installations that do not exceed 150 feet from the curb to the premise and includes analog cable TV with inside wiring installed at the installer's discretion, telephone service connected to all existing phone jacks within the customer's home, and internet connected to one PC. The installation fee will only be waived if the service is retained active for a minimum period of 12 months continuous service. Early termination prior to the 12 month period will result in the fees being applied to your final telecommunications bill.

Local telephone number portability is not available to customers switching from a cellular service or certain VoIP services.

A standard converter, HD converter or Smart Box HD/DVR converter may be required to view the digital and/or HD channels included in each cable tier.

Home Area Network: Connect up to 5 Wi-Fi ready devices. No equipment to buy for standard installations. A JEA service technician must install router. Price does not include Internet service. Additional labor and equipment may be needed to connect other devices or extend connectivity beyond the normal reach of the initial wireless device. Wireless adapters or cards are not included. Fees and taxes not included. Certain restrictions and limitations apply.

Free 75x25 Mbps Residential Internet Speed Upgrade is available to internet customers within a service package. Upgrade includes Primo packages. A la carte internet services are not eligible for free upgrade.

Participation is subject to Jackson Energy Authority eligibility requirements. Monthly price shown is available to residential customers only and does not include taxes and fees.





# PRICING SHEET

Rates Effective 06/01/14

Broadband 422.7500 | www.eplusbroadband.com



Ask us how to get  
**FREE Standard  
Installation!**

## EPlus Digital Cable TV Service | Color corresponds to the Channel LineUp.

### CHANNEL TIERS

- **Basic Service \$24.50** 35 Channels (Basic, Basic Digital<sup>1</sup> and Basic HD<sup>2</sup>)
- **Standard Service \$69** 143 Channels (Basic, Basic Digital<sup>1</sup>, Basic HD<sup>2</sup>, Expanded & Expanded HD<sup>3</sup>)
- **Digital Plus Service \$15** 65 Channels (101-153<sup>4</sup> and Digital Plus HD<sup>2</sup>) added to Basic Service.
- **Digital HDTV \$8.50** 7 HD Channels added to Basic HD and Expanded HD. Over 60 HD channels!  
\*Requires Basic & Expanded service. Add Digital Plus for even more HD!

### PREMIUM MOVIES

- **HBO \$18.75** 14 Digital Channels (300-313)<sup>5</sup>
- **Cinemax \$14.50** 12 Digital Channels (325-336)<sup>5</sup>
- **Showtime Unlimited \$17.50** 22 Digital Channels (350-371)<sup>5</sup>
- **Starz Super Pak \$15** 26 Digital Channels (375-400)<sup>5</sup>

\*HBO/Cinemax/Showtime/TMC/Starz in HD: Included with Premium Movie & HD/Smart Box Converter subscription.

## CABLE TV EQUIPMENT

**Standard Converter \$6.50**  
Standard Digital Converter (Includes Electronic Program Guide [EPG] & Music Choice<sup>®</sup> [Channels 901-946])

**HD Converter \$10**  
HD Box Converter (Includes EPG, High Definition & Music Choice [Channels 901-946])

**Smart Box HD/DVR Converter \$22**  
Smart Box Converter (Includes EPG, High Definition, Digital Video Recorder [DVR] Capability & Music Choice [Channels 901-946])

**Cable Card \$6**

**Multi-Room HD/DVR Service<sup>®</sup> \$10**  
Add this service to your Smart Box HD/DVR to connect the other converter boxes in your home. Watch recorded events in one room and change rooms without missing a thing.

## EPlus Telephone Service

### TELEPHONE ADD-ONS

**Voicemail \$4.95**  
Includes Paging & Email Notification

**Unlimited Long Distance \$14.95**  
Truly Unlimited Talk Time. Applies Anywhere in the Continental U.S. \*. Keep your own number<sup>7</sup>.

**Directory Assistance, 411 \$2.25**  
Per call rate. Find out the number/address of a residence or business.

**Non Published/Non Listed \$3.33**  
Number is not listed in phone book or directory assistance.

**Non Listed \$1.73**  
Number is not listed in phone book, is listed in directory assistance.

**Basic \$15.95** Unlimited Local Calling, Call Waiting & Call Return

**Basic Feature Pak \$10** Pak includes: Call Forward Busy, Call Forward No Answer, Remote Access Call Forwarding, Speed Calling 30, 3-Way Calling, Anonymous Call Rejection, Caller ID Delivery Block, Call Return, Call Forward Variable, Caller ID (w/Name)<sup>6</sup>, 60 Minutes Free Long Distance Calling<sup>5</sup>

**Basic Plus \$24** Unlimited Local Calling, Call Waiting (w/Caller ID)<sup>6</sup>, Call Return, Caller ID (w/Name)<sup>6</sup>

**Basic Plus Feature Pak \$7** Pak includes: Call Forward Busy, Call Forward No Answer, Remote Access Call Forwarding, Speed Calling 30, 3-Way Calling, Anonymous Call Rejection, Caller ID Delivery Block, Call Return, Call Forward Variable, Caller ID (w/Name)<sup>6</sup>, 60 Minutes Free Long Distance Calling<sup>5</sup>

**Preferred \$24.95** Unlimited Local Calling, Caller ID (w/Name)<sup>6</sup>, Call Waiting (w/Caller ID)<sup>6</sup>, 3-Way Calling, Call Forwarding Variable, Call Return, 60 Minutes Free Long Distance Calling<sup>5</sup>

**Preferred Feature Pak \$5** Pak includes: Call Forward Busy, Call Forward No Answer, Remote Call Forwarding, Speed Calling 30, Repeat Dialing, Anonymous Call Rejection, Caller ID Delivery Block.

## EPlus Internet Service

Includes: Non Static IP, 5 Email Addresses, 100 Mb Email Storage w/Spam & Virus Filtering

### Internet Security Suite FREE

Virus Protection, Anti-Spyware, Firewall, Pop-up Blocker, Security, Ad Blocker, & Parental Controls.

### Internet Speed Upgrade

We've upgraded our Internet packages to give you faster speeds! Now you can do even more online: more surfing, more watching, more downloading.<sup>8</sup>



### INTERNET ADD-ONS

#### Home Area Network \$10, \$15

Connect your computers and other Wi-Fi ready devices to the Internet from any room in your home with no wires and no worries. JEA will install a wireless router and connect up to 5 devices to EPlus Internet Service to ensure safe and trouble-free connectivity throughout your home.

\$10/mo for customers with the My Internet Primo, cable-internet, internet-phone, or any cable-internet-telephone package.

\$15/mo for customers with the My Internet Primo 2 package only.

Connect up to 5 Wi-Fi ready devices. No equipment to buy for standard installations. A JEA service technician must install router. Price does not include Internet service. Additional labor and equipment may be needed to connect other devices or extend connectivity beyond the normal reach of the initial wireless device. Wireless adapters or cards are not included. Fees and taxes not included. Certain restrictions and limitations apply.

## SERVICE OFFERS, OPTIONAL ADD-ONS & UPGRADES

**\$20 per additional outlet** Standard Add'l New Outlet, installed at same time as Primary Outlet (same trip)

**\$35** Custom Installation (Internal Wall Fish)

**\$50 per outlet** Customer Installation (External Wall Fish, Special Locations)

**\$50 per hour** Premium Installation Computer Setup (Customer-Owned Equip.)

**FREE** Initial Standard Basic Installation if you maintain active broadband service with us for 1 year.<sup>9</sup>

Free standard basic installation is limited to installations that do not exceed 150 feet from the curb to the premise and includes analog cable TV with inside wiring installed at the installer's discretion, telephone service connected to all existing phone jacks within the customer's home, and internet connected to one PC. The installation fee will only be waived if the service is retained active for a minimum period of 12 months continuous service. Early termination prior to the 12 month period will result in the fees being applied to your final telecommunications bill.

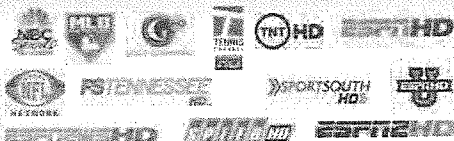
## Sports Fans

Stay in the game with a variety of sports programming and channels on EPlus Broadband

### SPORTS available on the DIGITAL PLUS TIER



### SPORTS available in EPlus HIGH-DEFINITION



### SPORTS available with our SPECIAL EVENTS & PAY-PER-VIEW



## Online Gamers & Technology Gurus

Heavy duty internet speeds keep you powered for virtually any internet task.



The EPlus Broadband fiber-to-the-home network is capable of transmitting heavy data volumes at high speeds up & down.



### SAY "YES" TO THE SPEED!

Ask us about our FREE Internet speed upgrades! That's more speed at your fingertips so you can surf, watch, and download even faster. Check out our bundled services and say YES to the speed!®

## Movie Lovers

Get blockbuster movies and original series with EPlus Broadband Premium Channels and Pay-Per-View.



12 channels of Hollywood hits, classics, sci-fi, horror, and mystery films. Between exclusive premieres and genres from slasher films to chick flicks, Cinemax has you covered.



Enjoy 14 channels of HBO programs, documentaries, films, events and more! Subscribe to HBO premium channels to get the most entertainment for your money.



Immerse yourself in 22 channels of more exciting programming, including Hollywood blockbusters, critically acclaimed original series and action-packed sports.



Enjoy 26 channels in the Starz Super Pak. Starz provides contemporary and classic hit movies, original series, documentaries, and more!



Skip the video store and vending machine tonight. Stay in and order a Pay-Per-View movie or event from the comfort of your own home with your EPlus Broadband remote.

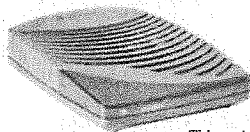
**MOVIES**  
starting at \$3.99  
channels 501-507

## Select The Service You Need For Your Home.

Select the converter box and service that fits your needs.

### DCT-STANDARD

- Electronic Program Guide
- Music Choice [Channels 901-946]



### DCT-HD

- Electronic Program Guide
- High Definition
- Music Choice [Channels 901-946]



### DCX-SMART BOX

- Electronic Program Guide
- High Definition
- Digital Video Recorder [DVR]
- Music Choice [Channels 901-946]



### MULTI-ROOM HD / DVR-SERVICE

Add this to your Smart Box HD/DVR to connect the other converter boxes in your home. Watch recorded events in one room and change rooms without missing a thing.®

This equipment is the property of EPlus Broadband at all times. See terms and conditions for more information. Converter box style may vary from picture.

(1) Requires a converter. (2) Requires HD converter or Smart Box converter. (3) High-speed Internet services are provided as best-effort services. Jackson Energy Authority does not guarantee bandwidth that customer receives. (4) You must provide the correct equipment (Caller ID display unit or phone with built-in display) to view Caller ID data. (5) 60 minutes free long distance calling is limited to the 48 contiguous United States. Long distance minutes in excess of 60 minutes each month will be billed at 6.9¢ per minutes rate. Unused free long distance minutes do not roll over to the next month. (6) Unlimited long distance calling is limited to the 48 contiguous United States. Jackson Energy Authority local phone service is required to receive Unlimited Long Distance. Participation is subject to Jackson Energy Authority eligibility requirements. Monthly price shown is available to residential customers only and does not include taxes and fees. (7) Local number portability is not available to customers switching from a cellular service or certain VoIP services. (8) HD converter box required per TV for Multi-Room HD/DVR DCX700/DCX3300 services. Your Smart Box will be capable of sending an active stream to 3 other HD converter boxes simultaneously. (9) Free 75x25 Mbps Residential Internet Speed Upgrade is available to internet customers within a service package. Upgrade includes Primo packages. A la carte internet services are not eligible for free upgrade. Terms and conditions subject to change without notice. Prices and rates listed are per month. Fees and taxes not included.

**EXHIBIT E**

**COMPARISON OF WHOLESALE RATES**

**UNDER CURRENT AND PROPOSED AGREEMENT**

				Increased rate (\$12 + 50% of retail over \$15)		Total Increased		Difference (Increased - Current, per line)		Total (Total Increased - Total Current)	
Service	Qty	Current rate	Total Current								
Res basic	112	\$ 8.25	\$ 924.00	\$	12.85	\$ 1,439.20	\$	4.60	\$	515.20	
Res standard	263	\$ 10.73	\$ 2,821.99	\$	17.46	\$ 4,591.98	\$	6.73	\$	1,769.99	
Res premium	70	\$ 15.50	\$ 1,085.00	\$	27.35	\$ 1,914.50	\$	11.85	\$	829.50	
Increased rate (\$20 + 50% of retail over \$25)											
Bus basic	2	13.5	27.00	\$	20.00	\$ 40.00	\$	6.50	\$	13.00	
Bus standard	32	14.75	472.00	\$	22.48	\$ 719.36	\$	7.73	\$	247.36	
Bus premium	3	19.75	59.25	\$	32.48	\$ 97.44	\$	12.73	\$	38.19	
			\$ 5,389.24			\$ 8,802.48				\$ 3,413.24	
Res basic inet	328	\$ 12.65	\$ 4,149.20	\$	60.00	\$ 19,680.00	\$	47.35	\$	15,530.80	
Res intermediate	250	\$ 19.25	\$ 4,812.50	\$	60.00	\$ 15,000.00	\$	40.75	\$	10,187.50	
Res 2M	1	\$ 22.55	\$ 22.55	\$	60.00	\$ 60.00	\$	37.45	\$	37.45	
Res premium	71	\$ 29.15	\$ 2,069.65	\$	60.00	\$ 4,260.00	\$	30.85	\$	2,190.35	
Res 4M	11	\$ 35.75	\$ 393.25	\$	60.00	\$ 660.00	\$	24.25	\$	266.75	
Res 6M	15	\$ 48.95	\$ 734.25	\$	60.00	\$ 900.00	\$	11.05	\$	165.75	
Res 10M	1	\$ 78.65	\$ 78.65	\$	60.00	\$ 60.00	\$	(18.65)	\$	(18.65)	
Bus basic inet	22	\$ 27.50	\$ 605.00	\$	70.00	\$ 1,540.00	\$	42.50	\$	935.00	
Bus 4M	5	\$ 41.97	\$ 209.85	\$	70.00	\$ 350.00	\$	28.03	\$	140.15	
Bus 6M	16	\$ 59.97	\$ 959.52	\$	70.00	\$ 1,120.00	\$	10.03	\$	160.48	
			\$ 14,034.42			\$ 43,630.00				\$ 29,595.58	

\*\*This information was obtained from May 2014 JEA invoice