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March 13, 1998

Ms. Daisy Crockron
PUCO Docketing Division
180 East Broad Street
Columbus, OH 43215

96-483-TP-AEC

Dear Ms. Crockron:

Please find enclosed the original plus fifteen copies of each of the following items:

Stipulation, Agreement and Recommendation, Case 97-136-TP-PEX

Stipulation and Agreement, Case No. 97-136-TP-PEX


Application of CBT for Rehearing of 2/12/98 Entry, Cases 96-483-TP-AEC, 96-1375-TP-AEC, 97-64-TP-AEC, 96-943-TP-AEC

Affidavit of Ronald J. Ott in Support of Rehearing, Cases 96-483-TP-AEC, 96-1375-TP-AEC, 97-64-TP-AEC, 96-943-TP-AEC

Please file these items, and date-stamp and return the extra copies. Thank you very much for your assistance.

Very truly yours,

FROST & JACOBS LLP

By: 
Nancy Rue

NBR
cc: Cincinnati Bell Telephone Company

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

PUCO

In the Matter of Several Applications of Cincinnati Bell Telephone Company for Approval of a Contract or Other Arrangement Between Cincinnati Bell Telephone Company and Various Customers.)	Case No. 96-483-TP-AEC
)	Case No. 96-1375-TP-AEC
)	Case No. 97-64-TP-AEC
)	Case No. 96-943-TP-AEC

AFFIDAVIT OF RONALD J. OTT FILED IN SUPPORT OF
APPLICATION FOR REHEARING

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

RONALD J. OTT, first being duly cautioned and sworn, states as follows:

1. I am the Vice President – Business Sales for Cincinnati Bell Telephone Company ("CBT"), and this affidavit is based upon my personal knowledge. I have been employed by CBT in a variety of management positions since 1969.

2. As a result of my position, I am familiar with the contracts at issue in these cases.

Customers Desire Confidentiality

3. CBT has been contacted by the customers at issue with each of these contracts, and the customers are adamantly opposed to the contract terms being disclosed. These customers are major players in highly competitive industries. Release of the contract terms would provide their competition with information regarding their network infrastructure and

redundancy, the customers' pricing terms, the locations of the customers' technical service locations. The customers assert that such information is extremely valuable to competitors in a highly competitive market. Information regarding the customers' network infrastructure and redundancy informs competitors of how exposed the customers are, relative to their competition, to interruptions in power or telephone service. Likewise, information regarding the quantity of resources devoted to a location provides data from which a competitor can draw inferences regarding the customers' business plans. As a hypothetical example, if a customer has devoted substantial resources to network infrastructure at a location which was otherwise considered obsolescent or dormant, others in the industry may infer that that location is being upgraded in order to release a new product. Such concrete, factual information in a competitive market would disadvantage the customer because it would alert competitors to shift resources quickly in order to respond to the customer's innovation.

The Information Has Economic Value to CBT

4. In addition to the concerns regarding privacy voiced by CBT's customers, CBT also has its own privacy concerns with the contracts which have been filed. The hours spent developing, negotiating, marketing and documenting these contracts span a wide number of departments and personnel: Business Sales, Network Engineering, Market Management, Administration, Regulatory Affairs, Legal, and Finance and Resource Planning, including senior management, product managers, regulatory specialists, engineers, financial analysts, service cost analysts, legal staff, etc. For original contracts, as well as amendments to customer contracts, the process begins many months in advance of the filings, consuming literally

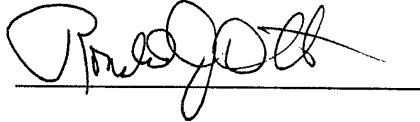
thousands of hours of personnel time.

5. Maintaining the confidentiality of the contracts at issue has economic value to CBT from two perspectives. First, as explained above, it is valuable to CBT's customers, and if CBT cannot assure its customers of confidentiality, the customers may select a non-ILEC to provide service in lieu of CBT when the contract is renegotiated at the end of its term. Therefore, maintain the confidentiality of these items has value. Additionally, disclosure of the terms of the contracts to CBT's competitors provides the competitors with the product of thousands of hours of work which otherwise would cost the competitor thousands of hours to develop on its own. Therefore, maintaining the privacy of the information has value to CBT because its publication would greatly benefit CBT's competitors.

CBT Takes Appropriate Measures to Maintain the Secrecy of the Contracts.

6. CBT has appropriate security measures in place to prevent disclosure of the contracts or contract terms. Access to CBT's offices is restricted: employees must display identification badges at all times, and visitors must sign in at a guard's desk and are escorted when on CBT premises. Access to the contracts themselves is similarly restricted. Less than ten persons within CBT have access to the contracts at issue, and each person who has a copy of the contract secures it under lock and key. Other personnel may receive information about contract terms only upon demonstrating a need for the information.

FURTHER AFFIANT SAYETH NAUGHT



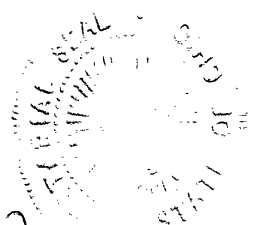
RONALD J. OTT

Sworn and subscribed to me this 13 day of March, 1998.

EMERSON J. ADKINS, JR.
Notary Public, State of Ohio
My Commission Expires March 6, 2002



Notary Public



[Faint, illegible text]