

NC

FILE

2

RECEIVED - DOCKETING DIV

02 JAN -2 PM 10:35

FILE



Cincinnati BellSM

a *Broadwing* company

201 E. Fourth St.
P.O. Box 2301
Cincinnati, Ohio 45201-2301

December 31, 2001

Ms. Daisy Crockron
Docketing Division Chief
The Public Utilities Commission of Ohio
180 East Broad Street, 10th Floor
Columbus, Ohio 43215-3793

RE: In the Matter of Cincinnati Bell Telephone Company for Approval of an Individual Customer Contract, Pursuant to Section VI (F)(11) of CBT's Alternative Regulation Plan, Case No.
02-5-TP-AEC

Dear Ms. Crockron:

Enclosed are the original and 5 copies of Cincinnati Bell Telephone Company's (CBT's) Application for Approval of an Individual Customer Contract. This Application is being filed pursuant to Section VI(F)(11) of CBT's Alternative Regulation Plan.

The attached **contract** offers the customer the opportunity to receive a rebate at the end of the contract that will equate to a percentage of the customers total spending on CBT regulated services. The percentage will be determined by the amount of the customers increase in spending on CBT regulated services over the prior 12-month period. Other than pricing, all regulations pertaining to the regulated services which the customer subscribes to and which can be found in the Exchange Rate Tariff PUCO No. 3, are applicable.

Please date-stamp and return the two extra copies of the Application to acknowledge your receipt of this filing. Any questions or comments should be addressed to me by telephone at 513-397-1296.

Sincerely,

Kathy Reid

Kathy Reid
Regulatory Specialist

Attachment

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
Technician UDH Date Processed 1/2/02

Cincinnati Bell Business Development Agreement

These are the terms and conditions of a business development agreement between Cincinnati Bell (CB) and [REDACTED] (customer).

The purpose of this agreement is to allow Cincinnati Bell to reward customers for loyalty and growth. Specifically, per this agreement, Cincinnati Bell agrees to rebate customer's total spending based on customer increased spending according to the following schedule:

Increased Spending Over 12 Month Base	Discount Across Total Spending
10%	1%
20%	3%
30%	5%
40%	7%
50%	10%

Maximum Rebate

The maximum rebate is 10% annually (requiring 50% growth).

Minimum Rebate

The minimum rebate payout is \$50.

Calculating the Growth Percentage

The growth calculation includes network and recurring services independent of pricing. The growth calculation does not include one-time charges, equipment costs, taxes or late fees. These exclusions include wiring, repair visits, Avaya equipment, wireless equipment and frame equipment. The growth calculation also excludes Business Access Lines (IFBs).

Calculating the Base

The rebate base includes all network and recurring services independent of pricing. It does include all business access lines. It does not include one-time charges, equipment costs, taxes or late fees. This includes wiring, repair visits, Avaya equipment, wireless equipment and frame equipment.

The length of this agreement is one year beginning 10/15/01 and ending 10/15/02.

Participant agrees they have direct purchasing control over and the sole right to receive funds from the following accounts. They agree that the stated 12-month base is accurate and agree to the use of this base in all growth calculations. Finally, they agree that growth targets are reasonable and that they will show a good faith effort to attain these rates.

Account	past 12 month spending (base)	Target Growth
CBT Account(s) _____	<u>15,998.79</u>	_____
CBW Account(s) _____		
CBAD Account(s) _____		
FUSE/ZoomTown Account(s) _____		
BRW Account(s) _____		
CB Yellow Pages Account(s) _____		

Total Cincinnati Bell rebate target _____

Master Customer ID _____

Final annual spending for the above account numbers will be derived from Cincinnati Bell's billing databases and reported to the participant not more than 30 days after the end date of this agreement. This will be the sole basis for base and rebate calculation. Participant agrees any disputes will be resolved at the sole discretion of Cincinnati Bell. Participants agree to hold Cincinnati Bell harmless and use the Cincinnati Bell appeal process as the only course of dispute resolution. CB agrees to full diligence and open record evaluation if disputes arise.

Participating Company
X _____
Authorizing Employee

Title

Phone Number

Address

City State ZIP

Email Address

Cincinnati Bell

Cincinnati Bell Representative
513-470-6730

Sales Manager Approval