

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(904) 224-9115 FAX (904) 222-7560

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April 14, 1997

BY HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 970242-TP

Dear Ms. Bayo:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Sprint-Florida, Inc.'s Prehearing Statement.

We are also submitting the Prehearing Statement on a 3.5" high-density diskette generated on a DOS computer in WordPerfect 5.1 format.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.


Sincerely,


John P. Fons

Enclosures
cc: Parties of Record
at 4/17/97 2:42:30

- ACK _____
- AFA _____
- APP _____
- CAF _____
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DOCUMENT NUMBER-DATE

03790 APR 14 97

FPSC-RECORDS/REPORTING

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the matter of)
)
KMC TELECOM, INC.)
)
Petition for Arbitration Pursuant)
to 47 U.S.C. §252(b) of Inter-)
connection Rates, Terms, and)
Conditions with)
)
SPRINT UNITED - CENTEL OF FLORIDA)
INC. (ALSO KNOWN AS CENTRAL)
TELEPHONE COMPANY OF FLORIDA AND)
UNITED TELEPHONE COMPANY OF)
FLORIDA))
)

DOCKET NO. 970242-TP
Filed: April 14, 1997

**SPRINT-FLORIDA, INC.'S
PREHEARING STATEMENT**

Sprint-Florida, Inc. ("Sprint" or the "Company"), through its undersigned counsel, files its Prehearing Statement.

A. **WITNESS:** Sprint will offer the prepared direct and rebuttal testimony of F. Ben Poag.

B. **EXHIBITS:** Rebuttal Exhibit of F. Ben Poag ("FBP-1").

C. **BASIC POSITION:** Sprint is not required, and KMC is not entitled to require Sprint, to compensate KMC for tandem switching and/or transport because: (1) KMC does not perform these functions for Sprint; and (2) the provision in the MFS agreement which KMC wants is no longer operative because of this Commission's decision in the MCI/Sprint arbitration proceeding, Docket No. 961230-TP, Order No. PSC-97-0294-POF-TP.

DOCUMENT NUMBER-DATE
03790 APR 14 1997
FPSC-RECORDS/REPORTING

D-G. ISSUES AND POSITIONS:

ISSUE 1: Is the issue raised by KMC an issue which this Commission can arbitrate under Section 252 of the Communications Act of 1996?

Position: Issue 2 refers to Section 252(i) of the Telecommunications Act of 1996 ("Act"). That section applies to the availability of provisions in approved, negotiated or arbitrated agreements, not the arbitrations themselves. Therefore, as a technical matter, KMC's issue, which is a request for arbitration - but in fact calls for the application of Section 252(i) of the Act, is not a matter for arbitration. Whether Issue 2 is, in any event, within the jurisdiction of this Commission is a matter of legal interpretation which Sprint will address in its legal brief.

ISSUE 2: Under Section 252(i) of the Telecommunications Act of 1996, is Sprint permitted to refuse to allow a carrier to opt into a provision in a previously approved interconnection agreement?

Position: The Commission's ability to address this issue is dependent upon two factors: (1) does the Commission have jurisdiction over this issue? and (2) has the provision sought by KMC been rendered inoperative because of the Commission's determination in the MCI/Sprint-Florida Arbitration proceeding? Even if the Commission has jurisdiction of this issue, the provision sought by KMC in the MFS/United Telephone Company Partial Interconnection Agreement ("Agreement") is no longer operative because of another provision in that Agreement, Section 26.2, which is activated by this Commission's decision in the MCI/Sprint Arbitration proceeding (Docket No. 961230-TP, Order No. PSC-97-0294-FOF-TP) that "the Act does not intend for carriers such as MCI

to be compensated for a function they do not perform." Order, p. 10.

ISSUE 3: If the answer to Issue 2 is yes, should Sprint be required to pay KMC for tandem switching and/or transport if KMC does not perform those functions for Sprint?

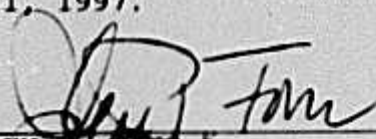
Position: No. KMC concedes that it does not provide tandem switching and/or transport functions or facilities. In view of the Commission's decision in the MCI/Sprint Arbitration decision, KMC is not entitled to compensation for any function or facility not provided and may not, in any event, demand or rely upon a contrary provision in the MFS/United Agreement.

H. STIPULATIONS: Sprint is not aware of any pending stipulations at this time.

I. PENDING MOTIONS: Sprint is not aware of any pending motions at this time.

J. COMPLIANCE WITH ORDER ON PREHEARING PROCEDURE: Sprint does not know of any requirement of the Order on Prehearing Procedure with which it cannot comply.

Dated this 14th day of April, 1997.



JOHN P. FONS
J. JEFFRY WAHLEN
Austley & McMullen
P. O. Box 391
Tallahassee, Florida 32302
(904) 224-9115

ATTORNEYS FOR SPRINT-FLORIDA, INC.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U. S. Mail, hand delivery (*) or overnight express (**) this 14th day of April, 1997, to the following:

Martha Carter Brown, Esq. *
Charles J. Pellegrini, Esq.
Division of Legal Services
Florida Public Service Comm.
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Richard M. Rindler, Esq. **
Laurence R. Freedman, Esq.
Swidler & Berlin, Chartered
3000 K Street, NW, Suite 300
Washington, 20007-5116



Attorney