

Buy-Tel Communications, Inc.

PO Box 1170 - 8409 Colleyville Blvd - Colleyville, Texas 76034
Phone 817-488-6533 - Fax 817-488-6535 - Email mbaho@concentric.net

April 20, 1998

Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DEPOSIT
D759

DATE
APR 21 1998

980542-7V

Dear Commissioners,

Buy-Tel Communications requests your review of this cover letter submitted with an Application for Authority to Provide Local Exchange Service as a CLEC in the State of Florida. Along with the original and 6 copies of the application I've enclosed a \$250.00 check for the application fee.

Buy-Tel Communications looks forward to the opportunity to provide services in the state of Florida.

Please contact me at 817-488-6533 if further information should be required regarding this application. Thank you for your time and consideration.

Respectfully yours,



Clyde D. Austin
President
Buy-Tel Communications, Inc.

RECEIVED
8 12 PM '98
FLORIDA PUBLIC SERVICE COMMISSION
APR 21 PM 12 '98
MAIL ROOM

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF FLORIDA

In re:

)
)
) Application of BUY-TEL COMMUNICATIONS,
) INCORPORATED For a Certificate of Public
) Convenience and Necessity to Operate as a Reseller
) Of Local Exchange Telecommunications Services in
) State of Florida
)
)

DOCKET NO. 98057.3

**APPLICATION OF BUY-TEL COMMUNICATIONS, INC. FOR
AUTHORITY TO PROVIDE LOCAL EXCHANGE SERVICE**

Buy-Tel Communications, Inc. hereby requests a Certificate of Public Convenience and Necessity so that it may provide local exchange telecommunications services, on a resale basis in the State of Florida. In support of this application, the following is shown:

1. **This is an application for:**

Original authority submitted by Buy-Tel Communications, Inc.

Any correspondence regarding this Application should be directed to:

Clyde D. Austin, President
6409 Colleyville Blvd.
Colleyville, TX 76034

The name of Applicant is:

Buy-Tel Communications, Inc.

3. **The name under which the applicant will do business is:**

Buy-Tel Communications, Inc.

4. **Not applicable.**

5. **A. The National mailing address and phone number of Applicant is:**

Buy-Tel Communications, Inc.
6409 Colleyville Blvd.
P.O. Box 1170
Colleyville, TX 76034
(817) 488-6533 or (800)583-8493

Buy-Tel Communications, Inc.

4400 7/21/88

BUY-TEL COMMUNICATIONS, INC.

B. Not applicable. Buy-Tel will have no offices in Florida.

6. Structure of organization:

Buy-Tel Communications, Inc. is a Foreign Corporation.

7. Legal entities:

Clyde D. Austin, President
6409 Colleyville Blvd
Colleyville, TX 76034

8. Not applicable.

9. Buy-Tel Communications is pending authority to operate in Florida.

10. The ongoing and responsible liaison for this application is:

Clyde D. Austin, President	(800)583-8493
Buy-Tel Communications, Inc.	(817)488-6535 fax
6409 Colleyville Blvd.	
Colleyville, TX 76034	P.O. Box 1170

11. Buy-Tel is currently authorized to operate in the following states

Texas and Kentucky

Buy-Tel has filed for authority in the following states:

Arizona, Georgia, and California

12. Buy-Tel Communications, Inc. has never been denied authority in any state.

13. Buy-Tel Communications, Inc. has never had any penalties imposed against them.

14. The contact for all end-users inquiries and Commission complaints is:

Clyde D. Austin, President
6409 Colleyville Blvd.
P.O. Box 1170
Colleyville, TX 76034
(817) 488-6533 or (800)583-8493
(817) 488-6535 fax

15. The complete price list in accordance with Commission Rule 25-24 825 is attached as Exhibit A.

16. **A. Financial Qualification:**

Attached, as Exhibit B is a copy of Applicant's financial statement, which demonstrates that Applicant has the financial ability to provide and maintain the services which it proposes to offer.


B. Managerial capability:

Attached as Exhibit C is a copy of Applicant's managerial capabilities which demonstrates abilities to provide managerial support for the services which it proposes

C. Technical capability:

Attached, as Exhibit D is a copy of Applicant's ability to provide access to 911 emergency services which are equivalent to that provided by the local exchange companies in the areas to be served.

Respectfully submitted this 16TH day of April 1998


Clyde Austin
President
Buy-Tel Communications, Inc

FLORIDA PRICE LIST

EXHIBIT - A

FLORIDA TELECOMMUNICATIONS PRICE LIST**Buy-Tel Communications, Inc.**

This price list contains the descriptions, regulations, and rates applicable to the resale local telecommunications services offered by Buy-Tel Communications, Inc., within the State of Florida. The Company has principal offices at 6409 Colleyville Blvd., in Colleyville, TX 76034 and their telephone number is (817)488-6533 or (800)583-8493. This price list is on file with the Florida Public Service Commission. Copies may be inspected during business hours at the Company's principal place of business.

Issued: April 6, 1998

By: Clyde Austin
President
6409 Colleyville Blvd.
Colleyville, TX 76034

Effective

CHECK SHEET

Sheets 1 through 15 inclusive of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets are named below and comprise all changes from the original price list and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	9	Original
2	Original	10	Original
3	Original	11	Original
4	Original	12	Original
5	Original	13	Original
6	Original	14	Original
7	Original	15	Original
8	Original		

Issued: April 6, 1998

By: Clyde Austin
President
6409 Colleyville Blvd.
Colleyville, TX. 76034

Effective

TABLE OF CONTENTS

1	.....	TITLE PAGE
2	.....	CHECK SHEET
3	.....	TABLE OF CONTENTS
4	.....	EXPLANATION OF SYMBOLS
5	.....	PRICE LIST FORMAT
6	.....	SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS
7	.....	SECTION 2 - RULES AND REGULATIONS
14	.....	SECTION 3 - DESCRIPTION OF SERVICE
15	.....	SECTION 4 - RATES AND CHARGES

Issued: April 6, 1998

By: Clyde Austin

President
6409 Colleyville Blvd
Colleyville, TX 76034

Effective

EXPLANATION OF SYMBOLS

- D - Delete or discontinue
- I - Change resulting in an increase to a customer's bill
- M - Moved from another price list location
- N - New
- R - Change resulting in a reduction to a customer's bill
- T - Change in text or regulation, but no change in rate or charge

Issued: April 6, 1998

Hwy-Tel Austin
President

6409 Colleyville Blvd
Colleyville, TX 76034

Effective

PRICE LIST FORMAT

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine (9) levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.A
 - 2.1.A.(1).
 - 2.1.A.(1).a.
 - 2.1.A.(1).a.1.
 - 2.1.A.(1).a.1.(A).
 - 2.1.A.(1).a.1.(A).i
 - 2.1.A.(1).a.1.(A).i.(a).
- D. Check Sheets – When a price list filing is made with the Commission, an updated check sheet accompanies the price list filing. The check sheet lists the sheet contained in the price list, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Billed Party – The person or entity responsible for payment of the Company's service. The Billed Party is the Customer in whose name service is registered with the Company.

Called Station – The terminating point of a call.

Calling Station – The originating point of a call.

Carrier – The facilities-based telecommunications provider whose services are being resold to the Customer by the Company.

Commission – The Florida Public Service Commission.

Company – Buy-Tel Communications, Inc. (Buy-Tel)

Customer – The people who order or use service and is responsible for payment of charges and compliance with price list regulations.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, or any other form of intelligence.

User – A Customer, or any person or entity which makes use of services provided to a Customer under this price list.

Issued: April 6, 1998

By: Clyde Austin
President
6409 Colleyville Blvd.
Colleyville, TX. 76034

Effective

SECTION 2 – RULES AND REGULATIONS**2.1 APPLICATION OF PRICE LIST**

- 2.1.A This price list contains the rates applicable to local exchange resale telecommunications services offered by Buy-Tel Communications, Inc., within the State of Florida. Service is furnished subject to transmission, atmospheric and like conditions.
- 2.1.B The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services. However, services under this price list are conditioned upon the continued availability of the various services provided to the Company by its underlying carriers.
- 2.1.C The rates and regulations contained in this price list apply only to services provided through Company's contracted Carrier, and do not apply, unless otherwise specified, to the lines, facilities, or services provided by any other local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.2 UNDERTAKING OF BUY-TEL COMMUNICATIONS, INC.,

- 2.2.A The Company undertakes to provide telecommunications services to Customers for their lawful and direct transmission and reception of voice, data, and other types of communications in accordance with the terms and conditions set forth in this price list.
- 2.2.B All service is subject to the availability of necessary and suitable facilities and to the provisions of this price list. The company or its designee may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement, and shall pay for such service arrangement in advance.
- 2.2.C The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.D The Company shall not be responsible for any construction, installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this price list, the responsibility of the Company shall be limited to furnishing of services under this price list and to the maintenance and operation of such services in the proper manner.

Issued: April 6, 1998

By: Clyde Austin
President
6409 Colleyville Blvd.
Colleyville, TX. 76034

Effective

- 2.2.E. The Company assumes no liability with respect to the construction, operation, or maintenance of Customer-provided station equipment at the Customer's premises, excepting such liability directly due to negligence of Company's employees or agents.
- 2.2.F. The Carrier may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this price list are being complied with in the installation, operation, and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Carrier-owned facilities. The Carrier may temporarily suspend services, without liability to Company or Carrier, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.
- 2.2.G. The company may take such action as necessary to protect its operations, personnel, and services, and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations, personnel, and services from harm.

2.3 LIMITATIONS

- 2.3.A. The Company does not undertake to transmit messages, but mediates the use of its Carriers' facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.B. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.3.C. Company reserves the right to disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this price list or the laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the United States including the rules, regulations, and policies of the Federal Communications Commission.

2.4 USE

- 2.4.A. The Customer consistent with the provisions of this price list may use services for the lawful transmission of communications.
- 2.4.B. Service may not be used for any unlawful purpose. The use of the Company's services to make calls which might be reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.4.C. The use of the Company's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means, devices, or schemes, false or invalid numbers, or false calling or credit cards, or other fraudulent means, is prohibited.
- 2.4.D. Provided that they have obtained any and all required regulatory approvals, Customers of service provided under this price list may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this price list upon written consent of Company. The Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge, and is responsible for notifying the Company immediately of any unauthorized use of services.

2.5. LIABILITIES OF THE COMPANY

- 2.5.A. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: act of God, fires, flood or other catastrophes; any law, order, regulation, directive, action, or request of the United States Government or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of said governments or of any civil or military authority; national emergencies; insurrections; riots; wars; or labor difficulties.
- 2.5.B. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. The Company shall not be liable for any damages or losses due to the failure of Customer-provided equipment, facilities, or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of connecting, concurring, or other participating carriers or employees shall be deemed to be agents or employees of the Company without written authorization.

- 2.5.C. Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all losses, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of equipment, wiring, or services provided by Company or Carrier where such installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of Company's negligence.
- 2.5.D. The liability of the Company for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credit, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be set off against charges billed during the next month.
- 2.5.E. In addition to and not in limitation of all other provisions in this paragraph 2.5 with respect to Customer indemnification of the Company, Company shall be indemnified and held harmless by the Customer against:
- (1). Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via Company's services.
 - (2). Claims for patent infringement arising from combining or connecting Carrier's facilities with apparatus and systems of the Customer; and
 - (3). All other claims arising out of any act or omission of the Customer in connection with any service provided by company.
- 2.5.F. The Company shall not be liable for adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing, of any dispute concerning charges, within 30 days after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim, or unless ordered by the Commission. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or

demands. If notice of a dispute concerning the charges is not received, in writing, within a reasonable period of time after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer.

2.6. OBLIGATIONS OF THE CUSTOMER

- 2.6.A. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.6.B. The Customer shall be responsible for providing Carrier personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Carrier.
- 2.6.C. The Customer will be liable for damages to the facilities of the Carrier caused by negligence or willful acts of any officers, employees, agents, or contractors of the Customer.
- 2.6.D. The Customer is responsible for pre-payment of all charges for services to be rendered by the Company. Customer may authorize others to use the services provided by the Company, but Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge. Customer is responsible for notifying the Company immediately of any unauthorized use or service.

2.7. INTERRUPTION OF SERVICE

For the interruption of service which lasts more than two hours in continuous duration, and which is not due to Company's testing or adjusting, to the negligent or willful acts of the Customer, or to the failure of channels and/or equipment provided by the Customer, the Customer is eligible for a service credit. It shall be the obligation of the Customer to notify Company of any interruptions of service for which a credit allowance is desired. Before notifying Company of any service interruption, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer, not within the Customer's control, and/or is not in the wiring or equipment, if any, furnished by the Customer and connected to the facilities of the Company. For purposes of calculating the service credit under this provision, every month shall be considered to have seven hundred twenty (720) hours, and the applicable credit shall be calculated according to the following formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours

Issued: April 6, 1998

Effective

By: Clyde Austin
President
6409 Colleyville Blvd
Colleyville, TX 76034

B = total monthly charge for affected facility

2.8. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specify the priority system for such activities.

2.9. PAYMENTS AND BILLING

- 2.9.A. Service is provided on a monthly basis and billed in advance. The minimum service period is one month, except for Customer's second invoice, which shall be pro-rated for the portion of the month in which service was initiated that Customer received services, calculated according to the following formula:

$$\text{Second Invoice Amount} = A \times B/C$$

A = number of days of service received by customer

B = flat monthly charge for services

C = number of days in calendar month in which service was initiated

- 2.9.B. The Customer is responsible for the payment of all charges for services furnished by the Company. Charges are based on a calendar month and are billed in advance 14 days prior to the date of the due date.
- 2.9.C. Bills are due and payable each month on the customer's monthly anniversary date of their initial service date.
- 2.9.D. Bills are payable only by cashier's check, money order, or electronic funds transfer.
- 2.9.E. Company may appoint an agent to provide billing and collection service.
- 2.9.F. Customer questions, complaints, and disputes regarding billing or service provided by the Company may be referred to Buy-Tel's customer service department in writing at 6409 Colleyville Blvd., PO Box 1170, Colleyville, TX. 76034, by facsimile at 1-817-488-6535, or by telephone at 1-817-488-6533.

2.10. CANCELLATION BY CUSTOMER

- 2.10.A. The minimum service period after initiation of service is one calendar month. Customers may cancel by providing written or verbal notice during the last calendar month of service. The Customer shall remain

liable for any charges incurred prior to the time that such cancellation becomes effective

2.11. CANCELLATION BY COMPANY

2.11.A. Service may be discontinued or temporarily suspended by the Company, without notice to the customer, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk. Charges for reconnection of blocked or suspended service are included in Section 4.

2.11.B. Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services

- (1). Upon seven (7) days' written notice, for nonpayment of any sum due the company on the customer's billed due date.
- (2). For violation of any of the provisions of this price list or any applicable service contract;
- (3). For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's services;
- (4). By reason of any order or decision of a court, public service commission, or federal regulatory body or other governing authority prohibiting the Company from furnishing its services; or

2.12. INTERCONNECTION

2.12.A. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company or Carrier. Any special interface of equipment or facilities necessary to achieve computability between the facilities of Company and other participating carriers shall be provided at the Customer's expense

2.12.B. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

Issued: April 6, 1998

Effective

By: Clyde Austin
President
6409 Colleyville Blvd.
Colleyville, TX 76034

SECTION 3 - DESCRIPTION OF SERVICE

3.1 SERVICES OFFERED

- 3.1.A. Buy-Tel offers local exchange inbound and outbound service to residential customers at a basic monthly rate.
- 3.1.B. Buy-Tel offers pre-paid calling cards for long-distance and tolls service access.
- 3.1.C. Buy-Tel offers call forwarding, call waiting, caller ID, and other custom features available at a flat rate as available through Carrier.

3.2. MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed per number of calls attempted) of at least 99% during peak use periods.

3.3. ACCESS TO OPERATOR

Buy-Tel will not block access to operator services, 911-Emergency services, or relay services for the hearing impaired.

SECTION 4 - RATES AND CHARGES**4.1. BASIC MONTHLY SERVICE**

Basic monthly exchange service shall be charged by calendar month at a rate of \$49.99.

4.2. CUSTOM CALLING OPTIONS

4.2.A. Caller ID shall be available for a \$10 initiation fee and a flat rate of \$12 per month. Call waiting will be available at a flat rate of \$8 per month.

4.2.B. Other custom calling options such as call forwarding and three-way call, shall be available for \$5 per month, per service (as available from Carrier). A service package including all custom calling options except Caller ID shall be available for \$20 per month.

4.3. INITIATION FEE

Buy-Tel shall charge a flat fee of \$50 for initiation of services.

4.4. PROMOTIONS

The Company may, from time to time, engage in special promotional offerings or trial service offerings limited to certain dates, times, and/or locations in order to attract new Customers or increase usage by existing Customers. In such cases, the Company will notify the Commission in writing prior to initiating the promotion.

4.5. DEPOSITS

Buy-Tel does not require deposits from Customers.

4.6. TAXES

All state and local taxes (i.e. gross receipt tax, sales tax, and municipal utility tax) are not included in quoted rates and are listed on as separate line items.

4.7. RECONNECTION OF BLOCKED, SUSPENDED, OR TERMINATED SERVICE

Issued: April 6, 1998

By: Clyde Austin
President
6409 Colleyville Blvd.
Colleyville, TX 76034

Effective

APPLICANT'S FINANCIAL QUALIFICATIONS

EXHIBIT -B-

SCHEDULE 1 - REAL ESTATE OWNED

LINE NO.	LOCATION, SIZE AND IMPROVEMENTS	MARKET VALUE	L.I. %	COST	YEAR ACQUIRED	MONTHLY INCOME	PAYMENT	RELATED INTERESTS	
								LEIN HOLDER	RENT
1	365 Gilbert Circle New Brunswick	90,000	100		1984	1,840			
CARRY TOTALS TO PAGE 1									
NONE									
PARTIAL INTERESTS IN REAL ESTATE									
9	2700 Sunnyside Lane	190,000							
10	Indeg Corporate Bldg, NY	475,000	33		1984	5595	3163	Share Mutual	1854
11	531 Industrial, NY	250,000	33		1984	2500	1575	Share Mutual	139,770
12									105,080
13									
14									
15									

SCHEDULE 6 - GIL EXPENSES

LOCATION AND DESCRIPTION	FUNCTIONAL EXPENSE	MONTHLY EXPENSE	PRESENT VALUE	VALUATION BY METHOD
7/1				

CONTINGENT LIABILITIES (LETTERS OF CREDIT, NOTES, LEASES, ETC.)

NAME & % OF LIABILITIES	ORIGINAL AMOUNT	PAYABLE TO	MATURITY	COLLATERAL
MARSHALLS I/C Contract financing to close by 4-15-88	206,400	Landmark		2800 walls of

GENERAL INFORMATION

ARE YOU A PARTNER OR OFFICER IN ANY OTHER VENTURE?

YES

ARE YOU A DEFENDANT IN ANY SUIT OR LEGAL ACTION?

NO

HAVE YOU EVER TAKEN BANKRUPTCY?

NO

ARE ANY OF THE ASSETS INCLUDED ON THIS STATEMENT THE SEPARATE PROPERTY OF YOUR SPOUSE

NO

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, PLEASE EXPLAIN ON PAGE 4.

SCHEDULE 7 -- LIFE INSURANCE

COMPANY	FACE AMOUNT	CASH SURRENDER OR LOAN VALUE	BENEFICIARY

ADDITIONAL REMARKS

MBA Homes Inc, President

Bay-Tel Communications Inc, Secy. Treas

Deferred Compensation is in stocks (IRA - Pension Plan)

NOTE: IF YOU HAVE ANY DIFFICULTY IN THE COMPLETION OF THIS FINANCIAL STATEMENT, OUR CREDIT DEPARTMENT WILL BE HAPPY TO ASSIST YOU.

FOR BANK USE ONLY

GENERAL INFORMATION

ARE YOU A PARTNER OR OFFICER IN ANY OTHER VENTURE?

YES

ARE YOU A DEFENDANT IN ANY SUIT OR LEGAL ACTION?

NO

HAVE YOU EVER TAKEN BANKRUPTCY?

NO

ARE ANY OF THE ASSETS INCLUDED ON THIS STATEMENT THE SEPARATE PROPERTY OF YOUR SPOUSE

NO

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, PLEASE EXPLAIN ON PAGE 4.

SCHEDULE 7 -- LIFE INSURANCE

COMPANY	FACE AMOUNT	CASH SURRENDER OR LOAN VALUE	BENEFICIARY

ADDITIONAL REMARKS

MBA Homes Inc, President

Bay-Tel Communications Inc, Secy. Treas

Deferred Compensation is in stocks (IRA - Pension Plan)

NOTE: IF YOU HAVE ANY DIFFICULTY IN THE COMPLETION OF THIS FINANCIAL STATEMENT, OUR CREDIT DEPARTMENT WILL BE HAPPY TO ASSIST YOU.

FOR BANK USE ONLY

NAME: Clyde + Cheryl Austin
 OCCUPATION: Communications
 NAME OF EMPLOYER: Buy-Tel Communications
 POSITION: owner
 HOME ADDRESS: 411 105 Lakewood Hills, Austin, TX 76034
 HOME PHONE NO: 817-581-6767
 OFFICE ADDRESS: 3000 Colleyville Blvd, Colleyville, TX 76034
 OFFICE PHONE NO: 817-581-6767
 FINANCIAL CONDITION AS OF: 3-26-98
 PLEASE DO NOT LEAVE ANY QUESTIONS UNANSWERED USE "NO" OR "NONE" WHERE NECESSARY

ASSETS		LIABILITIES	
CASH	ON HAND	NOTES PAYABLE TO UNSECURED LENDERS	UNSECURED
CASH	M M C D	NOTES PAYABLE TO SECURED LENDERS	SECURED
SECURITIES	MARKETABLE	NOTES PAYABLE TO OTHER BANKS	UNSECURED
SECURITIES	NON MARKETABLE, CLOSELY HELD	NOTES PAYABLE TO OTHER BANKS	SECURED
REAL ESTATE	REAL ESTATE OWNED	OTHER NOTES ON ACCOUNTS PAYABLE	
REAL ESTATE	HOMESTEAD	MORTGAGES	REAL ESTATE OWNED
REAL ESTATE	PARTIAL INTEREST IN REAL PART OR JOINT VENTURE	MORTGAGES	HOMESTEAD
ACCOUNTS-NOTES RECEIVABLE	RECEIVABLE	MORTGAGES	PARTIAL INTEREST IN RE
CASH VALUE OF LIFE INSURANCE	NET OF LOANS	OTHER TO EMPLOYERS	
AUTOMOBILES		TAXES	RECENT TAXES
OTHER INTEREST		TAXES	OTHER TAXES
RETIREMENT PLANS		DEFERRED COMPENSATION	
PERSONAL ASSETS		OTHER LIABILITIES	
OTHER ASSETS		TOTAL LIABILITIES	
TOTAL ASSETS	583,405	NET WORTH	387,241
		TOTAL LIABILITIES	197,164

SOURCES OF CASH		USES OF CASH	
LAST YEAR	THIS YEAR	THIS YEAR	PROJECTED NEXT YEAR
SALARY & WAGES		SAVINGS & DIVIDENDS	
COMMISSIONS, BONDS, ETC.		RENTAL INCOME	
OTHER BUSINESS INCOME		OTHER BUSINESS EXP	
OTHER		OTHER BUSINESS EXP	
SUBTOTAL		SUBTOTAL	
COMMISSIONS, BONDS, ETC.		RECORDED PARTS	
SALE OF ASSETS		OTHER INTEREST	
TAX REFUND		OTHER PERSONAL	
OTHER		DEFERRED COMP	
TOTAL CASH FLOW		NET CASH FLOW	

DATE: 4-8-98
 WITNESSED BY: [Signature]
 PREPARED BY: [Signature]
 I AGREE TO NOTIFY THE BANK OF ANY MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION AND TO FURNISH CURRENT FINANCIAL INFORMATION UPON REQUEST BY THE BANK FROM TIME TO TIME. THE BANK IS AUTHORIZED TO CONTACT ANY APPROPRIATE THIRD PARTIES FOR THE PURPOSE OF VERIFYING ANY INFORMATION AT ANY TIME FURNISHED BY ME TO THE BANK. SUCH FINANCIAL STATEMENT AND OTHER INFORMATION FURNISHED SHALL BE THE PROPERTY OF THE BANK.

GENERAL INFORMATION

ARE YOU A PARTNER OR OFFICER IN ANY OTHER VENTURE?

Yes

ARE YOU A DEFENDANT IN ANY SUIT OR LEGAL ACTION?

No

HAVE YOU EVER TAKEN BANKRUPTCY?

No

ARE ANY OF THE ASSETS INCLUDED ON THIS STATEMENT THE SEPARATE PROPERTY OF YOUR SPOUSE

No

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, PLEASE EXPLAIN ON PAGE 4.

SCHEDULE 7 -- LIFE INSURANCE

COMPANY	FACE AMOUNT	CASH SURRENDER OR LOAN VALUE	BENEFICIARY
Primerica	300,000	Ø	Cheryl Austin

ADDITIONAL REMARKS

NOTE IF YOU HAVE ANY DIFFICULTY IN THE COMPLETION OF THIS FINANCIAL STATEMENT, OUR CREDIT DEPARTMENT WILL BE HAPPY TO ASSIST YOU

FOR BANK USE ONLY

MANAGERIAL CAPABILITY

EXHIBIT - C

BUY-TEL COMMUNICATIONS, INC.
EXPERIENCE OF OFFICERS

CLYDE D. AUSTIN, PRESIDENT

- Owner and operator of MBA Homes, Inc. since 1981

CHERYL AUSTIN, VICE-PRESIDENT

- Business office manager for 16 years with expertise in all areas of business administration, accounting, personnel and computer technology.
- Home-based business owner for 1 year.

MARY BETH AUSTIN, SECRETARY/TREASURER

- Owner and operator of MBA Homes, Inc. since 1978
- Owner and operator of Real Estate Company 5 years

Applicant will also be relying on the qualifications and expertise of key personnel of Maxey/Bolin Consulting Group, Inc. as additional technical support. Experience of their officers are listed on the following page:

Buy-Tel Communications, Inc.

Buy-Tel Communications, Inc.

Experience of Company

Buy-Tel Communications has been licensed in the state of Texas as a Local Service Provider since Feb. 5, 1998. After 2 months of operation we are managing an ever-growing service base of 500 customers.

As of Apr. 15, 1998, Buy-Tel has been serving customers in the state of Kentucky.

Buy-Tel has also applied for licensing in the states of Georgia and Kentucky.

TECHNICAL CAPABILITY

EXHIBIT "D"

MAXEY/BOLIN CONSULTING GROUP, INC.
EXPERIENCE OF OFFICERS

MARK MAXEY, CONSULTANT

- Independent contractor and account executive for *U.S. Metroline Services* since September 1996
- Public pay telephone provider since December 23, 1996
- Prepaid cellular agent with *Commerce Communications*
- President of Max-tel Communications, Inc. since January 10, 1997
- 11 years as manager with *Alvord Ice*
- independent contractor with *VarTec Telecommunications* since 1995
- Consulting officer of Maxey-Bolin Consulting Group, Inc.

CRAIG BOLIN, VICE CONSULTANT

- managed a small businesses for 12 years
- owner and manager of *Bolin Trucking* since 1993
- owner and manager of residential rental properties since 1996
- independent contractor for *VarTec Telecommunications* and Prepaid Long Distance Calling cards for fifteen months
- Vice-President of Max-tel Communications, Inc. since January 10, 1997.
- Consulting officer of Maxey/Bolin Consulting Group, Inc.

TECHNICAL CAPABILITIES

Max-Tel Communications, Inc. has been operating as a local service provider since March 26, 1997 in the state of Texas and Kansas, and since July 28, 1997 in the state of Arkansas. Max-Tel also holds SPCOA's in the states of Montana, Oregon and Missouri. Max-Tel has also applied for SPCOA's in the states of Oklahoma, Louisiana, California, Florida and Georgia and Kentucky.

MANAGERIAL CAPABILITIES

Max-Tel Communications, Inc. currently operates, maintains and manages an *ever-growing* service base of 6,500 customers.

Buy-Tel Communications, Inc.

PO Box 1170 - 6409 Colleyville Blvd - Colleyville, Texas 76034
Phone 817-488-6533 - Fax 817-488-6535 - Email mbaho@concentric.net

April 20, 1998

Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DEPOSIT DATE
D759-4 APR 21 1998


Dear Commissioners,

Buy-Tel Communications requests your review of this cover letter submitted with an Application for Authority to Provide Local Exchange Service as a CLEC in the State of Florida. Along with the original and 6 copies of the application I've enclosed a \$250.00 check for the application fee.

Buy-Tel Communications looks forward to the opportunity to provide services in the state of Florida.

Please contact me at 817-488-6533 if further information should be required regarding this application. Thank you for your time and consideration.

Respectfully yours,


Clyde D. Austin
President
Buy-Tel Communications, Inc.

BUY-TEL COMMUNICATIONS, INC.
P.O. BOX 1170
6409 COLLEYVILLE BLVD
COLLEYVILLE, TX 76034
817-488-6533

190

DATE 4-20-98

PAY TO THE ORDER OF Florida Public Service Commission

\$ 250.00/100

Two hundred Fifty 400/100

DOLLARS

LANDMARK BANK MID CITIES
COLLEYVILLE, TX 76034

FOR application fee

