

980510-TX

VAST-TEL COMMUNICATIONS, INC.

1703A 16th St., Bridgeport, TX. 76426 Phone (940)627-6142 Fax (940) 627-6290

RECEIVED
FLORIDA PUBLIC
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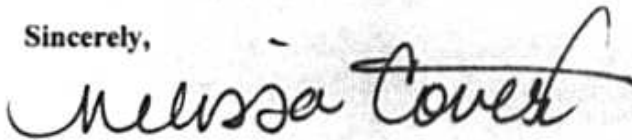
April 7, 1998

**Public Service Commission of Florida
Capital Circle Office
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850**

To Whom It May Concern:

I am sending this information as a correction to our filing. If any further information is needed please feel free to call me at (940) 427-8067. Thank you for your time.

Sincerely,



Melissa Covert

DOCUMENT NUMBER-DATE

04139 APR 10 88

FPSC-RECORDS/REPORTING

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF FLORIDA

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

DOCKET NO. 980510-TX

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

Vast-Tel Communications, Inc. ("Vast-Tel" or "Applicant") hereby requests a Certificate of Public Convenience and Necessity so that it may provide interexchange telecommunications services in the State of Florida. In support of this application, the following is shown:

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

Original authority submitted by Vast-Tel Communications, Inc.

Any correspondence regarding this Application should be directed to applicant.

2. **The name of Applicant is:**

Vast-Tel Communications, Inc.

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

Vast-Tel Communications, Inc.

4. **Not applicable.**

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

Vast-Tel Communications, Inc.
1703 A 16th St
Bridgeport, TX 76426
(940) 627-6142

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

6. **Structure of organization:**

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

7. Legal entities:

Ray Kelley, President
1703 A 16th St
Bridgeport, TX 76426

8. Not applicable.

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

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

Ray Kelley, President	Phone: (940) 627-6142
Vast-Tel Communications, Inc.	Fax : (940) 627-6290
1703 A 16 th St	
Bridgeport, TX 76426	

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

Vast-Tel currently is not authorized in any state.

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

Kentucky, Mississippi, Alabama, Georgia, Texas, Tennessee and Louisiana.

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

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

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

Ray Kelley
1703 A 16th St
Bridgeport, TX 76426
(940) 627-6142

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.

911 - ACCESS

Pursuant to Section 364.337 (2), Florida Statutes, Quick-Tel Communications, Inc. will provide at least the same level of 911 services as that provided by the ILEC serving the same area.

EXHIBIT "D"
TECHNICAL CAPABILITY

Ray Kelley

1996 - Present

**Randolf-Kelley Enterprises
Decatur, TX**

**Interior Design Center
General Contractor
Custom Home Builder**

(President)

1982 - 1996

**Summitt Custom Construction
Ft. Worth, TX**

**Custom Home Builder
Fire Restoration**

(Owner)

1969 - 1982

**Circle K Construction
Ft. Worth, TX**

**General Contractor
Custom Homes and Metal Buildings**

(Co-Owner)

EXHIBIT "C"

MANAGERIAL CAPABILITY

18 LIFE INSURANCE (List only those Policies that you own)

COMPANY	Face Of Policy	Cash Surrender Value	Policy Loan From Insurance Co.	Other Loans Policy As Collateral	BENEFICIARY
American National	50,000 -				Kathy Tuninga
<input type="checkbox"/> See Attached Itemization					TOTALS \$ 8,000 -

19 SECURITIES OWNED (Including U.S. GOVT Bonds and all other Stocks and Bonds)

Face Value-Bonds No. Of Shares Stock	DESCRIPTION (Indicate those not Registered in Your Name)	Type of Ownership	COST	Market Value U.S. Gov. Bonds	Market Value Municipals, etc.	MARKET VALUE Not Clearly Discernible	Amount Proposed To Refund Loan
<input type="checkbox"/> See Attached Itemization							
TOTALS			\$	\$	\$	\$	\$

20 NOTES AND ACCOUNTS RECEIVABLE (Money Payable or Owed to You Individually Indicate % of your Ownership interest)

MAKER/DEBTOR	%	When Due	Original Amount	Balance Due Current Accounts	Balance Due Over 90 Days	Bal. Due Home Mtg. and Finance	Security (If Any)
<input type="checkbox"/> See Attached Itemization							
TOTALS			\$	\$	\$	\$	\$

21 REAL ESTATE OWNED (Indicate % of your Ownership interest)

TITLE IN NAME OF	%	Description and Location	Date Acquired	Original Cost	Present Value of Real Estate	Amount of the Current Bal. Due	MORTGAGE OR CONTRACT PAYABLE Payment	Maturity
B. Ray Kelley	100	30 Acres Ocean Blvd. Ocean NJ	8/97	\$ 147,200	\$ 147,200 -	\$ 85,000 -	92,000 -	98 00
B. Ray Kelley	100	12 Acres Ocean NJ	6/93	12,200 -	14,700 -	22,000 -	7,000 -	100 -
Ray Kelley / First Long	50	2125 1/2 Union St. Union NJ	7/87	32,000 -	32,000 / 100%	27,500	11,500 -	112 -
TOTAL			\$	\$	\$	\$	\$	\$

22 MORTGAGE AND CONTRACTS OWNED (Indicate % of your Ownership interest)

Cont.	Mtg.	%	MAJOR Address	PROPERTY COVERED	Starting Date	Payment	Maturity	Balance Due
	1st		112 20th Ave. Fort Lee, NJ 07024 PT. UNION	Lot 9 & 10	1-1993	\$ 972.60	10/23	109,500
<input type="checkbox"/> See Attached Itemization								
TOTALS								\$ 109,500

23 PERSONAL PROPERTY (Indicate % of your Ownership interest)

DESCRIPTION	%	Date When Free	Cost When New	Value Today	LOANS ON PROPERTY (Mortgage Due To Whom Payable)
Staple Equipment; & Vehicles; Furniture & Appliances; Home Furnishings	100				5700.00
<input type="checkbox"/> See Attached Itemization					TOTALS \$ 16,000 -

24 NOTES, ACCOUNTS AND BILLS, AND CONTRACTS PAYABLE

PAYABLE TO	Other Obligations (If Any)	When Due	Notes Due To Mtg. and Finance	Notes Due "Others" (Not Secured)	Accounts and Bills	Contracts Payable	COLLATERAL (If Any) Payable
<input type="checkbox"/> See Attached Itemization							
TOTALS			\$	\$	\$	\$	\$

This information and the information provided on all accompanying financial statements and schedules is provided for the purpose of obtaining credit for the Applicant(s) or for the purpose of Applicant(s) guaranteeing credit for others. Applicant(s) acknowledge that representations made in this Statement will be relied on by Creditor in its decision to grant such credit. This Statement is true and correct in every detail and accurately represents the financial condition of the applicant(s) on the date given below. You are authorized to make all inquiries you deem necessary to verify the accuracy of the information contained herein and to determine the creditworthiness of the undersigned. Applicant(s) will promptly notify Creditor of any subsequent changes which would affect the accuracy of this Statement. Creditor is further authorized to answer any questions about Creditor's credit experience with Applicant(s). Applicant(s) are aware that any knowing or willful false statements regarding the value of the above property for purposes of influencing the actions of Creditor can be a violation of federal law 18 U.S.C. sec. 1014 and may result in a fine or imprisonment or both.

By signing below, each representative of the Applicant declares that he/she has read and understands the statement above.

Date Signed 3-2-98 Signature B. Ray Kelley Signature _____ (Other Person If Applicable)

FINANCIAL STATEMENT

<u>B Ray Kelley</u> <u>PO Box 1066</u> <u>Decatur, TX 76234</u>		TYPE OF CREDIT - CHECK THE APPROPRIATE BOX <input type="checkbox"/> Individual - Provide your financial information only <input type="checkbox"/> Joint, with _____ <input type="checkbox"/> Information on separate financial statement Relationship
Applicant's Name and Address	Creditor's Name and Address	

INDIVIDUAL INFORMATION Business or Occupation <u>R-K Enterprises</u> Employer's Name and Address <u>General Contractor</u> Length of Employment <u>2 yrs</u> Home Phone <u>622-6442</u> Bus. Phone <u>622-6442</u> Date of Birth <u>11-21-45</u> S.S./Taxpayer I.D.# _____	JOINT PARTY INFORMATION Business or Occupation <u>Randolph Kelley Engineer</u> Employer's Name and Address <u>114 N. TOLSON, Decatur, TX</u> Length of Employment <u>4 yrs</u> Home Phone _____ Bus. Phone <u>622-6442</u> Date of Birth _____ S.S./Taxpayer I.D.# _____
--	--

ASSETS		Note: Complete SCHEDULES first	LIABILITIES		
Cash On Hand and in Banks	Sched. A	<u>25,000</u>	Notes Due to Banks	Sched. A	<u>5,000 -</u>
Cash Value of Life Insurance	Sched. B	<u>8,000</u>	Notes Due to Relatives and Friends	Sched. H	
U.S. Gov. Securities	Sched. C		Notes Due to Others	Sched. H	
Other Marketable Securities	Sched. C		Accounts and Bills Payable	Sched. H	
			Loans on Life Insurance Policies	Sched. B	
			Contract Accounts Payable	Sched. H	
			Cash Rent Payable		
TOTAL LIQUID ASSETS		<u>33,000 -</u>	Other Liabilities Due within 1 Year - Itemize		
Real Estate Owned	Sched. E	<u>179,200 -</u>	<u>BMAC</u>		<u>6,000</u>
Mortgages and Contracts Owned	Sched. F	<u>165,700 -</u>			
Notes and Accounts Receivable - current	Sched. D		TOTAL SHORT TERM LIABILITIES		<u>11,000 -</u>
Notes and Accounts Receivable - over 90 days	Sched. D		Real Estate Mortgages Payable	Sched. E	<u>145,000 -</u>
Notes Due From Relatives and Friends	Sched. D	<u>5,000 -</u>	Liens and Assessments Payable		
Other Securities - Not Readily Marketable	Sched. C		Other Debts - Itemize		
Personal Property	Sched. G	<u>145,000 -</u>	TOTAL LONG TERM LIABILITIES		<u>145,000 -</u>
IRA and Tax Deferred Accounts			Total Liabilities		<u>136,000 -</u>
Other Assets - Itemize <input type="checkbox"/> (see attached Itemization)			Net Worth (Total Assets Minus Total Liabilities)		<u>390,201 -</u>
TOTAL PRODUCTIVE ASSETS		<u>489,200 -</u>	TOTAL LIABILITIES AND NET WORTH		<u>536,201 -</u>
TOTAL ASSETS		<u>526,201 -</u>			

ANNUAL INCOME		ESTIMATE OF ANNUAL EXPENSES	
Salary Bonuses and Commissions	\$ <u>65,000</u>	Income Taxes	\$ _____
Dividends and Interest	\$ _____	Other Taxes	\$ _____
Rental and Lease Income (Net)	\$ <u>8,300</u>	Insurance Premiums	\$ _____
Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.		Mortgage Payments	\$ _____
Other Income - Itemize	\$ _____	Rent Payable	\$ _____
Provide the following information only if Joint Credit is checked above.		Other Expenses	\$ _____
Other Persons Salary, Bonuses and Commissions	\$ <u>4,200 -</u>		
Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.			
Other Income of Other Person - Itemize	\$ _____		
TOTAL	<u>77,500 -</u>	TOTAL	

GENERAL INFORMATION	CONTINGENT LIABILITIES
Are any Assets Pledged Other Than Described on SCHEDULES <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	As Endorser, Co-maker or Guarantor <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Are You a Defendant in Any Suits or Legal Actions? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	On Leases or Contracts <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Income Tax Return Filed Through What Date? _____	Legal Claims <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Have you ever been declared Bankrupt in the last 10 years? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Federal - State Income Taxes <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Are you a Partner or Officer in any other Venture? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	Other _____



Boyd Bank

a branch of

THE First National Bank of BRIDGEPORT

609 Rock Island Avenue P.O. Box 1988

Boyd, Texas 76023

Phone 940-433-8100

March 16, 1998

Texas Public Utility Commission

Re: Ray Kelley

Dear Sirs:

This letter is to confirm that Ray Kelley, d.b.a. Vast-Tel Communications, Inc. has established a line of credit with Boyd Bank, a Branch of The First National Bank of Bridgeport, Texas, in the amount of \$60,000.00 to be used as operating capital for Vast-Tel.

For further information, please contact me at (940)433-8100 at your convenience.

Sincerely,

Lanny W. Butler
Executive Vice President

LWB/cjn

EXHIBIT -B

APPLICANT'S FINANCIAL QUALIFICATIONS

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

Vast-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

Vast-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 will be listed as separate line items.

4.7. RECONNECTION OF BLOCKED, SUSPENDED, OR TERMINATED SERVICE

In the event that service to a Customer is blocked, suspended, or terminated pursuant to the provisions of this price list, there will be a charge of \$25 to restore service.

Issued: March 11, 1998

By: Ray Kelley
President
1703-A 16th St.
Bridgeport, TX 76426

Effective: _____

SECTION 3 - DESCRIPTION OF SERVICE

3.1 SERVICES OFFERED

- 3.1.A. Vast-Tel offers local exchange inbound and outbound service to residential customers at a basic monthly rate.
- 3.1.B. Vast-Tel offers local service access only.
- 3.1.C. Vast-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 SERVICES

Access to operator services, 911 services, and relay services for the hearing impaired will not be blocked.

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1703-A 16th St.
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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 first of the calendar month;
- (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; or
- (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;

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.

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President
1703-A 16th St.
Bridgeport, TX 76426

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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. Usage charges are based on a calendar month and are billed in advance on the 15th of the previous calendar month.
- 2.9.C. Bills are due and payable upon the first of the month after issuance.
- 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 Vast-Tel's customer service department in writing 1703-A 16th St., Decatur, TX 76426 by facsimile at 1-940-627-6290, or by telephone at (940)627-6142.

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.

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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

B = total monthly charge for affected facility

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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, 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,

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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: acts 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 companies shall be deemed to be agents or employees of the Company without written authorization.

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- 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.

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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 Vast-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 VAST-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: March 11, 1998

Effective: _____

By: Ray Kelley
President
1703-A 16th St.
Bridgeport, TX 76426

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: March 11, 1998

By: Ray Kelley
President
1703-A 16th St.
Bridgeport, TX 76426

Effective: _____

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the resale local telecommunications services offered by Vast-Tel Communications, Inc. within the State of Florida. The Company has principal offices at 1703 A 16th St. Bridgeport, TX 76426, and telephone number (940) 627-6142. 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: March 11, 1998

By: Ray Kelley
President
1703-A 16th St.
Bridgeport, TX 76426

Effective: _____

EXHIBIT "A"
FLORIDA TARIFF

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 - Vast-Tel Communications, Inc.

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: March 11, 1998

By: Ray Kelley
President
1703-A 16th St.
Bridgeport, TX 76426

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.

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: March 11, 1998

By: Ray Kelley
President
1703-A 16th St.
Bridgeport, TX 76426

Effective: _____

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Issued: March 11, 1998

By: Ray Kelley
President
1703-A 16th St.
Bridgeport, TX 76426

Effective: _____

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF FLORIDA

DEPOSIT

DATE

D740-

MAR 30 1998

In re:

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

DOCKET NO. _____

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

Vast-Tel Communications, Inc. ("Vast-Tel" or "Applicant") hereby requests a Certificate of Public Convenience and Necessity so that it may provide interexchange telecommunications services in the State of Florida. In support of this application, the following is shown:

1. This is an application for:

Original authority submitted by Vast-Tel Communications, Inc.

Any correspondence regarding this Application should be directed to applicant.

2. The name of Applicant is:

Vast-Tel Communications, Inc.

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

Vast-Tel Communications, Inc.

4. Not applicable.

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

Vast-Tel Communications, Inc.
1703 A 16th St
Bridgeport, TX 76426
(940) 627-6142

R. K. ENTERPRISES

RAY KELLEY

LIC. 05395473

114 N. TRINITY ST. PH. 940-627-6270
DECATUR, TX 76234

945

DATE 3-23-98

PAY TO THE
ORDER OF

Florida Public Service Comm \$ 200.00
Two Hundred Dollars & no/100

DOLLARS



First National Bank of Mississippi
211 (Second) St., Bridgeport, Texas 76426

ALL 801

App Fee

B. Kelley