

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Schedule 13D

Under the Securities Exchange Act of 1934
(Amendment No. 6)

Metro-Tel Corp.

(Name of Issuer)

Common Stock, par value \$.025 per share

(Title of class of securities)

591639-10-9

(CUSIP Number)

Lloyd Frank, Esq.
Parker Chapin Flattau & Klimpl, LLP
1211 Avenue of the Americas
New York, New York 10036
212-704-6000

(Person Authorized to Receive Notices and Communications)

November 1, 1998

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box

CUSIP No. 59163910-9

13D

Page 2 of 8 Pages

NAME OF REPORTING PERSON

1 SS. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
Venerando J. Indelicato

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*
PF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
UNITED STATES

NUMBER OF 7 SOLE VOTING POWER
SHARES

BENEFICIALLY 258,718 (includes 50,000 shares which are
OWNED BY not outstanding but which are
EACH subject to issuance upon exercise
REPORTING of presently exercisable options

PERSON
WITH

granted to Mr. Indelicato under the
Company's 1991 Stock Option Plan)

8 SHARED VOTING POWER

136,651 (includes 136,219 shares owned
beneficially by Mr. Indelicato's
wife, Madeline Indelicato, as to
which Mr. Indelicato disclaims
beneficial ownership and 432
shares owned jointly with his
wife)

9 SOLE DISPOSITIVE POWER

258,718

10 SHARED DISPOSITIVE POWER

136,651

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON

395,369

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.7%

14 TYPE OF REPORTING PERSON*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

CUSIP No. 59163910-9

13D

Page 3 of 8 Pages

NAME OF REPORTING PERSON

1 SS. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Madeline Indelicato

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*

PF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

UNITED STATES

NUMBER OF 7 SOLE VOTING POWER

SHARES

BENEFICIALLY 136,219

OWNED BY

EACH

REPORTING

PERSON

WITH

8 SHARED VOTING POWER

259,150 (includes 258,718 shares
beneficially owned by Mrs.
Indelicato's husband, Venerando J.
Indelicato, and 432 shares owned
jointly with her husband)

9 SOLE DISPOSITIVE POWER

136,219

10 SHARED DISPOSITIVE POWER

259,150

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON

395,369

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.7%

14 TYPE OF REPORTING PERSON*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

CUSIP No. 59163910-9

13D

Page 4 of 8 Pages

--- ---

Schedule 13D

Item 1. Security and Issuer

This statement relates to the Common Stock of Metro-Tel Corp. ("Metro-Tel"). Metro-Tel's executive offices are located at 290 N.E. 68 Street, Miami, Florida 33138.

Item 2. Identity and Background

(a) This statement is filed by Venerando J. Indelicato and Madeline Indelicato (the "Reporting Persons").

(b) The residence address of the Reporting Persons is 12307 Marblehead Drive, Tampa, Florida 33626.

(c) Mr. Indelicato is Treasurer, Chief Financial Officer and a Director of Metro-Tel. Metro-Tel's principal executive offices are located at 290 N.E. 68 Street, Miami, Florida 33138. Metro-Tel, through its wholly-owned subsidiary, Steiner-Atlantic Corp., is a supplier of dry cleaning, industrial laundry equipment and steam boilers. Metro-Tel directly is a manufacturer and seller of telephone test and customer premise equipment. Mrs. Indelicato is retired.

(d) During the last five years, neither of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, neither of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of

competent jurisdiction as a result of which such persons or entity were or are subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or findings of any violation with respect to such laws.

(f) Each of the Reporting Persons is a citizen of the United States.

Item 3. Source and Amount of Funds or Other Consideration

An aggregate of approximately \$198,084.53 was paid by the Reporting Persons for shares of Common Stock purchased by them utilizing their personal funds. Certain shares of Common Stock previously purchased by the Reporting Persons have been donated to their children and grandchildren.

The shares of Common Stock owned by Mr. Indelicato were either purchased directly by him or were purchased jointly with Mrs. Indelicato and were subsequently divided between them.

CUSIP No. 59163910-9

13D

Page 5 of 8 Pages

Except for the 20,000 shares purchased by Mrs. Indelicato on December 20, 1988, the remaining shares of Common Stock owned by her were either originally purchased jointly with Mr. Indelicato and subsequently divided between them, or purchased by Mr. Indelicato and transferred as a gift from Mr. Indelicato to Mrs. Indelicato.

Item 4. Purpose of Transaction

The Common Stock held by the Reporting Persons were acquired and are being held, as an investment. Neither Reporting Person has any present plans or proposals which relate to or would result in: (a) the acquisition or disposition by any person of additional securities of the Company (however, the Reporting Persons retain the right to acquire and dispose of securities in open market transactions from time to time and Mr. Indelicato retains the right to exercise options granted on April 26, 1994 to purchase until the close of business on April 25, 1999 up to an aggregate of 50,000 shares of Common Stock at an exercise price of \$1.03 per share), (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, (c) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries, (d) any change in the present board of directors or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board (except that Mr. Indelicato, as a director, and Mr. and Mrs. Indelicato as shareholders, retain the right to vote to select a director nominee to fill a vacancy which may at any time exist on the Company's Board of Directors or to reduce or increase the size of the Board), (e) any material change in the present capitalization or dividend policy of the Company, (f) any other material change in the Company's business or corporate structure, (g) changes in the Company's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person, (h) causing a class of securities of the Company to be delisted from a national securities exchange or cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association, (i) a class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934 or (j) any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer

(a) Venerando J. Indelicato may be deemed to be the beneficial owner of 395,369 (5.7%) of the issued and outstanding shares of Common Stock.

Madeline Indelicato may be deemed to be the beneficial owner of 395,369 (5.7%) of the issued and outstanding shares of Common Stock.

CUSIP No. 59163910-9 13D Page 6 of 8 Pages
----- --- ---

(b) The following table sets forth information as to shares of Common Stock which each Reporting Person individually has sole or shared power to vote or to direct the disposition at December 31, 1998:

<TABLE>

<CAPTION>

<S>

<C>

<C>

<C>

	Shares with Sole Power to Vote and Direct Disposition	Shares with Shared Power to Vote and Direct Disposition	Total Shares	%
Venerando J. Indelicato	258,718 (1)	136,651 (2)(4)	395,369	5.7
Madeline Indelicato	136,219	259,150 (3)(4)	395,369	5.7

</TABLE>

-
- (1) Includes 50,000 shares which are not outstanding but which are subject to issuance upon the exercise of presently exercisable options granted to Mr. Indelicato under the Company's 1991 Stock Option Plan.
 - (2) Includes 136,219 shares owned beneficially by Mr. Indelicato's wife, Madeline Indelicato, as to which Mr. Indelicato disclaims beneficial ownership and 432 shares owned jointly with his wife.
 - (3) Includes 258,718 shares beneficially owned by Mrs. Indelicato's husband, Venerando J. Indelicato, and 432 shares owned jointly with her husband.
 - (4) The filing of this Schedule 13D by Mr. and Mrs. Indelicato is not an admission by either that they are the beneficial owner of shares of Common Stock as to which the other has the sole power to vote or direct the vote and dispose or direct the disposition.

CUSIP No. 59163910-9 13D Page 7 of 8 Pages
----- --- ---

(c) Neither Reporting Person has engaged in any transaction in the Company's Common Stock during the past 60 days.

(d) No person other than the Reporting Persons is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, securities of the Company beneficially owned by the Reporting Persons.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with

Respect to Securities of the Issuer.

There are no contracts, arrangements, understandings, or relationships (legal or otherwise) among the Reporting Persons or between them and any person with respect to any securities of the Company (other than that Mr. Indelicato retains the right to exercise options granted on April 26, 1994 to purchase until the close of business on April 25, 1999 up to an aggregate of 50,000 shares of Common Stock at an exercise price of \$1.03 per share granted to Mr. Indelicato by the Company under the Company's 1991 Stock Option Plan).

Item 7. Material to be Filed as Exhibits

Exhibit 1 - Agreement, dated February 12, 1999, between the Reporting Persons with respect to their joint filing of Amendment No. 6 to this statement.

Exhibit 2 - Stock Option Agreement under the 1991 Stock Option Plan, dated April 26, 1994, between the Company and Mr. Indelicato.

CUSIP No. 59163910-9

13D

Page 8 of 8 Pages

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 12, 1999

/s/ Venerando J. Indelicato

Venerando J. Indelicato

/s/ Madeline Indelicato

Madeline Indelicato

Exhibit 1

The undersigned agree that the statement on Schedule 13D to which this Agreement is attached is filed on behalf of each of them.

Dated: February 12, 1999

/s/ Venerando J. Indelicato

Venerando J. Indelicato

/s/ Madeline Indelicato

Madeline Indelicato

STOCK OPTION AGREEMENT
UNDER 1991 STOCK OPTION PLAN

AGREEMENT made as of the 26th day of April, 1994 between METRO-TEL CORP., a Delaware corporation (hereinafter called the "Company"), and Venerando J. Indelicato (hereinafter called the "Employee").

WITNESSETH:

WHEREAS, the Board of Directors of the Company is of the opinion that the interests of the Company will be promoted by encouraging Employee to acquire or increase a proprietary interest in the Company, thus providing Employee with an opportunity to participate in the long-term growth of the Company; and

WHEREAS, to that end, the Board of Directors adopted, and the Company's stockholders approved, the Company's 1991 Stock Option Plan (hereinafter the "Plan");

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Company hereby grants to the Employee the right and option to purchase, on the terms and conditions hereinafter set forth, all or any part of an aggregate of 50,000 shares of the authorized Common Stock of the Company, par value \$.025 per share, at the purchase price of \$1.03125 per share (110% of the fair market value of the Company's Common Stock on the date hereof determined in accordance with Section 5 of the Plan), such number of shares and price being subject to adjustment as provided in Section 7(a) below. The Company intends that this option

-1-

qualify as an Incentive Stock Option under Section 422A(b) of the Internal Revenue Code of 1954, as amended, (the "Code").

2. Shares to be issued on the exercise of this option, at the election of the Company, may be either authorized but unissued shares or shares previously issued and reacquired by the Company.

3. Except as otherwise herein provided, this option may be exercised in whole or in part at any time during the term of this option. This option shall not be exercisable at any time in an amount less than 100 shares (or the remaining shares then covered by and purchasable under this option if less than 100 shares). This option may not be exercised in respect of a fraction of a share.

4. The term of this option shall commence on the date hereof and shall expire at the close of business on April 25, 1999, subject to earlier termination as hereinafter provided.

5. This option shall be exercisable, during the Employee's lifetime, only by the Employee, and notwithstanding anything herein to the contrary:

(a) In the event that the employment of Employee with the Company, or one of its subsidiaries or a corporation or a parent or subsidiary corporation of a corporation assuming this option in a transaction to which Section 425(a) of the Code applies, shall be terminated during the term of this option otherwise than by reason of death or disability (within the meaning of Section 22(e)(3) of the Code), this option may be exercised by the Employee, to the extent the Employee was entitled to do so at the termination of the Employee's employment, at any time within three months after such termination, but not thereafter, and in no event after the date on which,

except for such termination of employment, this option would otherwise expire; provided, however, that if Employee's employment shall be terminated either (a) for cause, or (b) without the consent of the Company, this option shall terminate immediately upon termination of employment.

(b) In the event of termination of such employment during the term of this option by reason of disability (within the meaning of Section 22(e)(3) of the Code), the Employee may exercise this option, to the extent that the Employee was entitled to do so upon the effective date the termination of such employment, at any time within one year after such date, but not thereafter and in no event after the date on which, except for such termination of employment, this option would otherwise expire; and

(c) If the Employee shall die (i) while the Employee is so employed, (ii) within three months after the termination of such employment (unless such termination was for cause or without the consent of the Company or by reason of disability) or (iii) or within one year following termination of such employment if such termination was by reason of disability (within the meaning of Section 22(e)(3) of the Code), this option may be exercised, to the extent that the Employee was entitled to do so at the date of death, by the Employee's executor, administrator or other person at the time entitled by law to his rights under this option, at any time within one year after the date of the Employee's death, and in no event after the date on which, except for such death, this option would otherwise expire.

6. This option may be exercised from time to time by the giving of written notice of exercise to the Company specifying the number of shares to be purchased and accompanied by such other documents as the Company may require. The exercise price shall be paid, at Employee's option:

- (i) by cash or by certified check; or
- (ii) by transferring (to the extent permitted by Rule 16b-3 promulgated under the Securities Exchange Act of 1934) to the Company previously acquired shares of the Company's Common Stock having an aggregate fair market value on the date of option exercise equal to the aggregate option exercise price of all options being exercised; or
- (iii) by transferring (to the extent permitted by Rule 16b-3 promulgated under the Securities Exchange Act of 1934) to the Company previously acquired shares of the Company's Common Stock having an aggregate fair market value on the date of option exercise less than the aggregate option exercise price of all options being exercised and cash or certified check for the balance of the aggregate option exercise price of all options being exercised.

Unless otherwise required by the Code and the applicable regulations promulgated thereunder, the fair market value of such shares of the Company's Common Stock shall be determined in accordance with the methods described in Article 5 of the Plan but as of the date of option exercise. The certificate representing the shares purchased shall be delivered to the Employee as soon as practicable after the receipt by the Company of such notice and payment.

7. (a) In the event that, prior to the issuance by the Company of all the shares of Common Stock in respect of which this option has been granted, there shall be any change in the Common Stock of the Company by reason of any stock dividend, stock split-up, stock combination, recapitalization, merger or consolidation in which the Company is the surviving corporation, reorganization or the like, the remaining number of shares of Common Stock still subject to this option, the option price and the number of shares which may be exercised in any one period shall be appropriately adjusted (but without regard to fractions) by the Company's Board of Directors, whose determination in each such case shall be conclusive and binding on the Company and the Employee.

(b) In the event of: (i) the liquidation or dissolution of the Company; (ii) a merger or consolidation in which the Company is not the surviving corporation; or (iii) other capital reorganization in which more than fifty percent (50%) of the shares of the Company entitled to vote are exchanged, this option shall terminate unless other provision is made therefor in the transaction.

8. Neither the Employee nor the legatee or legatees of this option under the Employee's last will nor the Employee's personal representatives or distributees shall be, or have any of the rights or privileges of, a shareholder of the Company in respect of any of the shares issuable upon the exercise of the option hereby granted unless and until certificates representing such shares shall have been issued and delivered.

9. The Company shall be under no obligation to issue shares as to which Employee shall have exercised this option unless either: (i) a Registration Statement under the Securities Act of 1933, as amended, or any succeeding act (collective the "Act"), with respect to such shares shall then be effective or (ii) there is an exemption from registration under the Act for the issuance of such shares. Employee acknowledges that such shares are not presently registered under

-5-

the Act. The Employee agrees that the Company is under no obligation to register this option or any of the shares underlying this option or do any act which may be requisite to the Employee's securing an exemption from the registration requirements of the Act in connection with any disposition of such shares; nor is the Company under any obligation to register any of the shares or otherwise qualify them for sale under any state law. Accordingly, any shares acquired hereunder must be held indefinitely unless they are registered under the Act or the disposition thereof is exempt from the registration requirements of the Act. Any sale of the shares or any part thereof made in reliance on Rule 144 of the Securities and Exchange Commission under the Act can be made only in limited amounts in accordance with the terms and conditions of that Rule. The Employee hereby represents, warrants and agrees for the Employee and the Employees legatees, personal representatives and distributees that (a) unless the shares underlying this option are registered under the Act, any shares purchased by the Employee or the Employee's legatees or personal representatives or distributees upon exercise, in whole or in part, of this option will be acquired for investment for the Employee's and the Employee's legatees, personal representatives and distributees own account and not with a view to the distribution or resale thereof within the meaning of the Act unless the shares so acquired shall have been registered pursuant to the Act; (b) at no time will such shares be disposed of unless said shares are then registered under the Act or the disposition is, in the opinion of counsel for the Company, exempt from the registration requirements of the Act; (c) in connection with any proposed disposition, the Employee or the Employee's legatees, legal representatives or distributees, as the case may be, will furnish the Company and its counsel with all such information as reasonably requested, which information shall be true and accurate and not fail to state any information necessary to make the statements made therein not misleading; (d) if requested, such persons shall furnish the Company

-6-

or its counsel with an opinion of counsel satisfactory to the Company that the proposed disposition is exempt from the registration requirements of the Act; (e) any other provision of this option to the contrary notwithstanding, the Company shall be under no obligation to issue or deliver certificates representing shares issuable upon the exercise of this option, although notice and payment be duly given, unless and until the Employee or the Employee's legatees, personal representatives or distributees shall confirm, as of that time, the truth and accuracy of the representations and warranties made in this Paragraph 10; (f) certificates for any shares acquired hereunder may bear a legend referring to the restrictions on disposition of such shares under the Act and that, in the event such certificates are at any time replaced with certificates not bearing such a legend, such certificates will be surrendered to the Company or its transfer agent upon request at any time prior to the disposition of the shares represented thereby to be relegended with such legend as may, in the opinion of counsel for the Company, then be appropriate to further compliance with applicable law; and (g) the Company may refuse to transfer on its books any shares acquired hereunder unless it is satisfied that the transfer is made in compliance with the provisions hereof. If at any time the Company's Board of Directors shall determine, in its discretion, that the listing or qualification of the shares subject to this option on any securities exchange or under any applicable law, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the exercise of this option or the issue of shares hereunder, this option may not be exercised in whole or in part unless such listing, qualification, consent or approval shall have been effected or obtained free of any conditions that are not acceptable to the Company's Board of Directors.

10. This option is not transferable by the Employee otherwise than by will or the laws of descent and distribution and is exercisable during the Employee's lifetime only by the

-7-

Employee. This option and the rights and privileges conferred hereby shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment, or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this option or any right or privilege conferred hereby, contrary to the provisions hereof, or upon any levy of any attachment or similar process upon the rights and privileges conferred hereby which is not discharged within fifteen days, this option and the rights and privileges conferred hereby shall, to the extent not theretofore exercised, immediately become null and void.

11. Any notice to be given hereunder shall be in writing addressed to the Company at 500 North Broadway, Suite 240, Hicksville, New York 11753, and any notice to the Employee shall be addressed to the Employee at 46 Locust Street, Garden City, New York 11530 or at such other address as either party may hereafter designate in writing to the other. Any such notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid, registered, with return receipt requested, and deposited, first class postage and registry fees prepaid, in a post office or branch post office regularly maintained by the United States Government.

12. This Agreement, together with the Plan, constitutes the entire agreement and understanding between the Company and the Employee, and supersedes all prior agreements and understanding relating to the subject matter hereof, and this Agreement may not be modified or amended or any term or provision hereof waived or discharged except in writing, signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. In the event of a conflict between the terms of this Agreement and the terms of the Plan, the terms of the

-8-

Plan shall govern. References herein to determinations by the Company's Board of

Directors shall be deemed to include determinations by any committee appointed by the Board of Directors to administer the Plan. All the terms of this Agreement shall be binding upon the respective personal representatives, successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective personal representatives, successors and assigns.

13. This Agreement shall be governed and construed in accordance with the laws of New York, except insofar as the laws of the State of Delaware shall specifically and mandatorily apply.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

METRO-TEL CORP.

By: LLOYD FRANK

Lloyd Frank, Secretary

VENERANDO J. INDELICATO

Venerando J. Indelicato