



Glamour Industries, Inc.



THE AGRICULTURAL PEOPLE
WHOLESALE NURSERY • LANDSCAPE & SPRINKLER INSTALLATIONS

BUSINESS OFFICE:
HOLLYWOOD, FLORIDA 33021
(305) 989-3322

CLERMONT, FLORIDA
(904) 394-7939

January 23, 1996

State of Florida
Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, Fl 32399-0850

960102 - EI


Attn: Robert D. Vandiver, General Counsel

Dear Mr. Vandiver:

In response to your letter to Glamour Industries, attention Mr. A. Wolff, I am requesting an agenda conference before the Commission in order to present our views of the discriminatory actions by Florida Power & Light.

Please notify me of the conference date so I can prepare my presentation.

Sincerely,


Maurice Baum

cc: Arthur Wolff, Esq.

DOCUMENT NUMBER-DATE
01047 JAN 29 96
FPSC-RECORDS/REPORTING

RECEIVED

JAN 29 1996

General Counsel's Office
Florida Public Service Commission
(305) 989-3322

2848 NORTH STATE ROAD 7, HOLLYWOOD, FLORIDA 33021

Did You Thank God Today?

ARTHUR M. WOLFF

ATTORNEY AND COUNSELLOR AT LAW

LANDMARK BUILDING

CORAL CENTER

3045 NORTH FEDERAL HIGHWAY

FORT LAUDERDALE, FLORIDA 33306

95-0243 AUG 17

ARTHUR M. WOLFF
MEMBER OF FLORIDA
AND MISSOURI BAR

MAILING ADDRESS: P. O. BOX 11875 - 33339

TELEPHONE (305) 564-6461
(305) 564-6462
FAX (305) 564-6468

August 15, 1995

Susan F. Clark, Chairwoman
Florida Public Service Commission
2540 Shumard Boulevard
Tallahassee, FL 32399

Re: Glamour Industries, Inc./Florida Power & Light

Dear Chairwoman Clark:

My client, Glamour Industries, Inc., believes it has been unfairly treated by Florida Power & Light Company, a business affected with the public interest and regulated by your Agency. The Affidavit of Mr. Maurice Baum, as President of Glamour Industries, Inc., is enclosed.

Please conduct an investigation of this matter with the aim of affording remedial relief to Glamour Industries, Inc. in consequence of the substance of the complaint. Hopefully, Florida Power & Light Company will redirect its stance heretofore taken as to Glamour Industries, Inc. with your guidance.

Respectfully submitted,


Arthur M. Wolff, Esquire

AMW:skr

Enclosures

cc: J. Terry Deason (w/enclosures)
Julia L. Johnson (w/enclosures)
Diane Kiesling (w/enclosures)
Joe Garcia (w/enclosures)
Maurice Baum, President (w/enclosures)

G:\WORK\SANDI\BAUM\081595PC.LTR

RECEIVED

AUG 17 1995

Florida Public Service Comm.
Commissioner Clark

AFFIDAVIT

STATE OF FLORIDA)
 ss:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared MAURICE BAUM, as President of Glamour Industries, Inc., who, after being duly cautioned and sworn, deposes and says:

1. My name is Maurice Baum.
2. I am President of Glamour Industries, Inc., a Florida corporation, located at 2848 North State Road 7, Hollywood, Florida 33021.
3. Prior to the fall of 1993, Glamour Industries, Inc. had a good working relationship with Florida Power & Light Co. ("FPL") as a sub-contractor, and bid on many purchase orders and performed satisfactory and exemplary work for FPL.
4. Unfortunately, Glamour Industries, Inc. believes that it has been excluded by FPL, although it is a company affected by the public interest, unfairly in favor of other contractors by the Miami Procurement Division of FPL.
5. A contract which was in existence during 1993 and extended through December, 1993 received no purchase orders under the extension; rather, a new contract, superseding the work called for in the purchase order, was awarded to Valbar, Inc. on what ostensibly was a public bid but to which Glamour Industries, Inc. was not invited to bid by FPL and, indeed, was not notified with respect to the award of the Valbar, Inc. contract.

6. Glamour Industries, Inc. is at a loss to understand why FPL has refused Glamour Industries, Inc.'s purchase orders under an existing contract and, indeed, this has caused considerable consternation with other customers of Glamour Industries, Inc. because of the volume of work which Glamour Industries, Inc. heretofore had performed under purchase orders and a contract with FPL.

7. Reasonable efforts were made by me as President of Glamour Industries, Inc. to resolve this matter with FPL in a face-to-face meeting with the personnel at FPL's Miami Procurement Division but this was to no avail, although there was promise that Glamour Industries, Inc. would receive favorable consideration on future bids.

8. The Valbar, Inc. contract referred to above was one for sod restoration, back filling, tree and shrub replacement, hauling of debris and grading as necessary.

9. An agreement was entered into between Glamour Industries, Inc. and FPL being FPL Document No. B90802-00034, "Contract" covering "all necessary labor, supervision, materials, tools and equipment for landscape restoration for FPL's Southeastern Division." In reliance on this "Contract" (paragraph 6), Glamour Industries, Inc. prepared to do the significant job of providing "necessary labor, supervision, securing materials, tools and equipment for landscape restoration" and, indeed, purchased the considerable insurance policy required by FPL. This Contract provided that Glamour Industries, Inc. was to provide the foregoing

for FPL's Southeastern Division. Unfortunately, the unreasonable requirements of the Contract were diverted to Valbar, Inc. to the exclusion of Glamour Industries, Inc.

10. Attached please find copies of bid forms and other documents in support of this matter.

11. It is known with respect to purchase order B93335-00069 that the invitation for bids stated that Glamour Industries, Inc. was bidding on a four-year service contract. After the bids were submitted, Mr. John Villa of FPL's Miami Procurement Division, Purchasing Division, telephoned Glamour Industries, Inc. and stated that Glamour Industries, Inc. would receive the purchase order provided it made some price concessions ("after all this was a four-year contract."). The purchase order was received, but Mr. Villa, after pressuring Glamour Industries, Inc. to reduce prices, entered a completion date on the upper left hand corner of the purchase order of 1994, instead of the advertised date on the invitation to bid May 31, 1996.

12. In May or June of 1994, FPL rebid purchase order B93335-00069 to the exclusion of Glamour Industries, Inc. Glamour Industries, Inc. seeks only to know why FPL is excluding it from the bid process after many good years of service by Glamour Industries, Inc. to FPL. If there is personal animosity causing this discrimination against Glamour Industries, Inc., it is respectfully requested that the Florida Public Service Commission investigate this matter because FPL is a business affected with the public interest, and all bidders should be treated fairly and

equitably.

13. A meeting was held at 1:00 p.m. on Tuesday, August 2, 1994 at the FPL Building, 400 S.W. 2nd Avenue, Miami, Florida which Procurement Agent, John Villa, the attorney for FPL, Patrick M. Bryan, Esquire, my attorney, Arthur M. Wolff, Esquire and myself attended. It was my understanding of the accord reached at that meeting that Glamour Industries, Inc. would be afforded equal opportunity with other bidders to bid on FPL purchase orders. Thereafter, Glamour Industries, Inc. tried for months to get FPL to favorably respond with purchase orders but nothing was forthcoming.

14. I have been informed, at least on an environmental contract, by FPL Supervisor, Doug Mackey, that Glamour Industries, Inc., although a responsive bidder, was not considered for a contract without justification.

15. Although FPL continues to assure that Glamour Industries, Inc. remains eligible to perform work for FPL, and any bid submitted by it will be considered fairly by FPL, these laudatory statements fly in the face of rejection after rejection after rejection.

16. FPL is a business affected by the public interest and regulated by the Florida Public Service Commission and, in my judgment, should deal equitably and equally with all bidders.

17. Accordingly, it is respectfully requested that the Florida Public Service Commission investigate the treatment which Glamour Industries, Inc. has received by FPL in the foregoing.

FURTHER, AFFIANT SAYETH NAUGHT.

Maurice Baum
Maurice Baum, President
Glamour Industries, Inc.

SWORN TO and subscribed before me this 11th day of August, 1995.

My Commission Expires:

OFFICIAL NOTARY SEAL
SANDRA K RACICOT
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC432238
MY COMMISSION EXP. JAN. 8, 1999

Sandra K. Racicot
Notary Public
State of Florida at Large

Sandra K. Racicot
Print Name of Notary Public

Fla. Driver's License No.
B500 556461440

EXHIBIT LIST

- A. FPL Bid Invitation dated March 24, 1993
- B. Bid submitted by Glamour Industries, Inc. dated April 8, 1993
- C. FPL Contract Change Order dated June 16, 1993
- D. FPL Purchase Order No. B 93335 00069 reflecting an effective date of June 1, 1993 and a completion date of May 31, 1994



March 24, 1993

Glamour Industries Inc.
2848 North State Road 7
Hollywood, FL 33021

Gentlemen:

FLORIDA POWER & LIGHT COMPANY
OIL SPILL CLEAN UP
BROWARD COUNTY
INQUIRY NO. JRV 702-628319

You are invited to submit a proposal to perform oil spill clean up for Florida Power & Light Company's Broward Distribution Area Operations. You are urged to thoroughly examine all material enclosed and indicate any exceptions or clarifications to these documents in your proposal. The enclosed bid form must be used in submitting your proposal.

Please advise us promptly in the event you do not wish to submit a bid.

In order to receive consideration, your proposal must be received no later than 4:00 p.m. on Monday, April 5, 1993, and shall be sent to the attention of Mr. John R Vila, Procurement Agent, Distribution Procurement, Florida Power & Light Company, P. O. Box 025209, Miami, FL 33102-5209. If you elect to use an express mail delivery service, the street address is 400 S. W. 2nd Avenue, Miami, FL 3313C. You may telecopy your proposal, (original to follow in the mail), to 305/347-7266. The envelope must bear the job title and inquiry number. All late bids will be returned unopened.

Only solicited proposals will be accepted and there will not be a public bid opening. All bidders will be notified in writing of the results as soon as a decision is made. Florida Power & Light Company does not disclose information as to the order of competitive bids.

This project will be awarded on or about April 12, 1993 and shall be completed by May 31, 1996. <

Inquiry No. JRV 702-628319
Page 2
March 24, 1993

Contractors Indemnity and Insurance Requirements, Form 2-20, Rev. 11/92, is herein incorporated by reference into this bid specification.

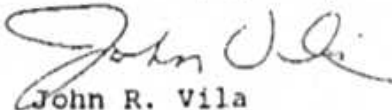
All work shall be performed and/or material furnished in accordance with the attached General Conditions for Contract Work, Form 456, Rev. 7/92.

Any technical questions you may have concerning this work should be directed to our Mr. Doug Macke, Phone: 305/321-2142, or Mr. Dick Stabler, Phone: 305/321-2136.

Questions of a contractual nature may be directed to the undersigned at 305/347-7250.

Florida Power & Light Company expressly reserves the right to accept or reject any bid submitted or to reject all bids submitted.

Very truly yours,



John R. Vila
Procurement Agent
Distribution Procurement

JRV/rmc

Enclosure

B 93335-00069

Bid Form
Page 1 of 6

OIL RELEASE CONTRACTOR

BROWARD AREA

The undersigned proposes to furnish all labor, tools, supervision, equipment, services and materials for the proper completion of oil release clean up in accordance with the conditions, requirements and instructions covered by the Instructions and Specifications bearing the above title.

LOCATION

The sites are unspecified at various locations within Broward County.

GLAMOUR INDUSTRIES, INC.

Company,

Alvin B...

Authorized Representative

APRIL 8, 1993

Date

A. LABOR RATES

Rates should be submitted which include the contractor's supervision and cost of doing business (including overhead, profit, taxes, insurance, fringe benefits, crew vehicles, mobilization, demobilization, etc.) These rates are not subject to adders or factors.

Rates will apply to actual job time (classifications listed below) and time determined to be non-productive due to circumstances beyond the contractor's control, reimbursable by FPL. Standby time will not be compensable when the contractor is able to perform other work. Prior concurrence by the FPL company representative is required for compensation of lost time.

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	
	<u>STRAIGHT</u>	<u>OVERTIME (OVER 40 HOURS)</u> 1.5 Times Straight
<u>CREW LEADER</u>	\$ <u>25.50</u>	\$ <u>38.25</u>
<u>HELPER</u>	\$ <u>18.50</u>	\$ <u>27.75</u>

THE ABOVE RATE INCLUDES FULLY EQUIPED HAZ-MAT VEHICLE USED TO TRANSPORT THE RESPONSE CREW TO AND FROM THE WORK SITE. ADDITIONAL EQUIPMENT AND OR TRUCKS REQUESTED OR REQUIRED WILL BE ACCORDING TO THE RATES ON THE FOLLOWING PAGE.

GLAMOUR INDUSTRIES, INC.

Company,


Authorized Representative

April 8, 1993

Date

B. CONTRACTOR VEHICLES & EQUIPMENT

1. List of equipment, vehicles and tools owned by Contractor and available to FPL upon request. (Use additional sheets if necessary.)

DESCRIPTION	BILLING RATE FOR RENTAL EQUIPMENT		
	HOURLY	DAILY	WEEKLY
<u>BOBCAT WITH TRAILER</u>	\$ 27.00 ^{23.00}	\$ 216.00 ^{149.00}	\$ 1080.00 ^{689.00}
<u>ONE TON STAKE BODY TRUCK</u>	\$ 30.00 ^{8.00}	\$ 240.00 ^{48.00}	\$ 1200.00 ^{192.00}
<u>FLAT BED TRAILER</u>	\$ 18.00 ^{5.00}	\$ 144.00 ^{40.00}	\$ 720.00 ^{170.00}
<u>PICK-UP TRUCK W/TOOLS & EQUIP.</u>	\$ 20.00 ^{8.00}	\$ 160.00 ^{48.00}	\$ 800.00 ^{192.00}
VAC TRUCK	\$ 95.00	\$ 760.00	\$ 3800.00
<u>WORK BOAT W/TRAILER</u>	\$ 18.00 ^{6.00}	\$ 144.00 ^{40.00}	\$ 720.00 ^{119.00}
<u>14' TRAILER W/TOW VEHICLE</u>	\$ 48.00 ^{13.00}	\$ 384.00 ^{90.00}	\$ 1920.00 ^{270.00}
<u>FRONT END LOADER</u>	\$ 32.00	\$ 256.00	\$ 1280.00 ^{1024.00}
COMPRESSOR	7.75	62.00	310.00
GENERATOR/FOR NIGHT LIGHTING	7.50	60.00	300.00
HOLOGEN LIGHT CAROSEL	9.80	78.40	392.00

Minimum 3 hour rental-

GLAMOUR INDUSTRIES, INC.

Company,

Glenn B. ...
Authorized Representative

April 8, 1993

Date

C. NON-CONTRACTOR SERVICES EQUIPMENT, MATERIALS & SUPPLIES

1. Materials furnished at the request of FPL - cost plus 10 % percent, original purchase receipt required.
2. Sub-Contractors, if requested by FPL, furnished at - cost plus 10 % percent.
3. Rented or leased equipment, if requested by FPL - cost plus 10 % percent. (Invoice must include leasing/rental agent's invoice) PLUS LABOR TO PICK UP AND RETURN Minimum 2 HOURS

D. CLARIFICATIONS/EXCEPTIONS

Bidder must itemize below any clarifications or exceptions to the bid documents included herewith. In submitting a bid, bidder acknowledges acceptance and willingness to comply to these documents, including addenda received, except as specified itemized.

If no clarifications/exceptions are made by the bidder, bidder shall so state by writing "none" below.

CLARIFICATION: STRAIGHT VERSUS OVERTIME

STRAIGHT TIME WILL BE FOR WORK CONDUCTED DURING FLORIDA POWER AND LIGHT'S NORMAL HOURS 7:30 A.M. - 5 P.M.-MONDAY THRU FRIDAY.. WORK PERFORMED OTHER THAN FP&L'S NORMAL HOURS WILL BE AT TIME AND ONE HALF INCLUDING THE FOLLOWING HOLIDAYS:

CHRISTMAS DAY
NEW YEARS DAY
THANKSGIVING
JULY 4th
LABOR DAY

GLAMOUR INDUSTRIES, INC.

Company

Samuel B...
Authorized Representative

April 8, 1993

Date

E. ALTERNATE PROPOSAL

In order for an alternate proposal to receive consideration, the bidder must submit a proposal for the work as outlined in the specifications contained herein,, inclusive of any addenda received.

If bidder elects to submit an alternate work description and price proposal it should include sufficient detailed information of the "alternate" to be effectively evaluated for technical applicability and cost.

Alternate proposals will be given consideration in the evaluation process.

If no alternate proposals are submitted by bidder, bidder shall so state by writing "none" below.

NONE

GLAMOUR INDUSTRIES, INC.

Company

Richard B. B...

Authorized Representative

April 8, 1993

Date

The undersigned acknowledges the receipt of the following addenda by number and date, and that the requirements have been included in this proposal.

Addendum No. 1 Dated April 2, 1993

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

No work shall be started until specifically released by the Company Representative in writing.

GLAMOUR INDUSTRIES, INC.

Company



Authorized Representative

April 8, 1993

Date



FPL

FPL

CONTRACT CHANGE ORDER No. _____

81254

Contractor Glamour Industries

Contract Title _____

Date 6/16/93

Purchase Order No. B90802-00034

Project _____

WO NUMBER	BLT ER	LOC CODE

CONTRACT CHANGE: (Detail)

AMOUNT
(Circle Credits)

This CCO is issued to extend the expiration date of this order to 12/31/93.

\$

All other terms and conditions of the original order shall remain the same.

New PO Completion Date: 12/31/93

NET CHANGE TO MANHOURS
THIS CCO

Total Authorized Amount
This Change Order

\$

Work/Service Start Date _____

Work/Service Completion Date _____

(Check , if continue)

Schedule of Prices:

(Check , if continue)

It is hereby understood that, upon acceptance of this Contract Change Order, the Contractor shall implement the above referenced change(s). Florida Power & Light Company shall adjust the Contract price, if applicable, to reflect the above-referenced change(s). The above price adjustment will constitute a full and complete settlement for the change(s).


PURCHASING DEPARTMENT/CORPORATE CONTRACTS

Form 953 (Rev. 91) Rev. 91

EXHIBIT C

**FLORIDA POWER & LIGHT COMPANY
PURCHASING DEPARTMENT**

P. O. BOX 025209
MIAMI, FL 33102-5209

Purchase Order

No: 993335 00069

Vendor No: 0003097

Page 1

EFFECTIVE DATE		
Month	Day	Year
06	01	93

Completion, Expiration or Delivery Date		
Month	Day	Year
05	31	94

TYPE OF PURCHASE ORDER DOCUMENT
BLANKET PURCHASE ORDER

Mail invoice to P.O. Box 029950, Miami, Florida 33102 (unless otherwise indicated below). Invoices shall show Purchase Order Number, Line Item, and M&S Number, Delivery Location, Quantity, Unit Price and Amount for each item shipped. Packing Lists must accompany every shipment to FPL and shall show Purchase Order Number, Purchase Order/Blanket Line Item Number, Release Number, Release Line Item Number, M&S Number, Unit of Purchase, Quantity Shipped and tare and gross weight (for reels only). Failure to provide above details may inhibit prompt payment of invoices.

SHIP TO: DSBN OPER-BROWARD AREA-DOE-7
7200 NW 4 ST
PLANTATION, FL 333
C/O DOUG MACKE

GLAMOUR INDUSTRIES INC
2848 NORTH STATE ROAD 7
HOLLYWOOD FL33021

FOB: N/A

FREIGHT: NOT APPLICABLE (43)

TAX INSTRUCTIONS: NO TAX APPLIES (0-3)

SHIP VIA: N/A

PAYMENT TERMS: NET 30D

Freight invoiced after 60 days following shipment will not be paid.

Line Item	M&S NUMBER			QUANTITY	Unit of Purch	DESCRIPTION	UNIT PRICE
	Class	Item	CO				

THIS IS YOUR AUTHORITY TO PROVIDE THE MATERIALS AND/OR SERVICES DESCRIBED ON THE FOLLOWING PAGE(S) OF THIS PURCHASE ORDER.

EXHIBIT D

If further information is required call:	AGENT: J. R. VILK	375	AUTHORIZED SIGNATURE: <i>D Chow 6/3/93</i>
	PHONE: (305) 347-1200		
THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE ORDER FORM BY THE REVERSE SIDE. ACCEPTANCE OF ALL C			

FLORIDA POWER & LIGHT COMPANY

Purchasing Department

Effective Date		
Month	Day	Year
06	01	93

Purchase Order	
No:	B 93335-00069
Vendor	
No:	V003097

Vendor Name: GLAMOUR INDUSTRIES INC.

Description

This order is your authority to furnish, as the primary contractor, the necessary tools, labor, supervision, equipment, services and materials to provide an industrial response team for Florida Power & Light Company's Distribution Operations - Broward Area.

All the work/material shall be performed/delivered in accordance with Florida Power & Light Company instructions, specifications and drawings per Inquiry No. JRV 702-628319 dated March 24, 1993 as amended April 2, 1993, your proposal dated April 8, 1993 and is subject to the approval and acceptance of messrs. Doug Macke, Phone: 305/321-2142 or Dick Stabler, Phone: 305/321-2136, who are the Company Representatives.

Materials and/or services will be furnished only upon receipt of a Delivery or Work Authorization (DWA), FPL Form #926, signed by the Company Representative or designee.

Rates are firm and non-negotiable for the term of the order.

Invoices shall be submitted in duplicate, referencing the FPL Purchase Order number and DWA number, if applicable, and shall be mailed to: .

Florida Power & Light Company
Attn: Doug Macke - DOB/AOB
P. O. Box 8248
Ft. Lauderdale, FL 33340

Changes in the scope of this contract will only be performed when approved by the Company Representative and authorized by a Contract Change Order (CCO), FPL Form No. 953, to this Purchase Order.

All work shall be performed or materials furnished in accordance with the enclosed General Conditions for Contract Work, Form 456, Rev. 7/92, which become and are made part of this order

Insurance and indemnity as set forth on the reverse side of this order is hereby deleted in its entirety and replaced by the insurance and indemnity requirements as stated on the attached Form 2-20 dated 11/92. Certification must be provided.

cc: Doug Macke - DOB/AOB
Dick Stabler - DOB/AOB

State of Florida

Commissioners:
SUSAN F. CLARK, CHAIRMAN
J. TERRY DEASON
JULIA L. JOHNSON
DIANE K. KIESLING
JOE GARCIA



General Counsel
ROBERT D. VANDIVER
(904) 413-6248

Public Service Commission

Mr. Arthur M. Wolff, Esquire
Landmark Building
Coral Center
3045 North Federal Highway
Fort Lauderdale, Florida 33306

September 12, 1995
RECEIVED
JAN 24 1996

960102-EL

FPSC-RECORDS/REPORTING

Dear Mr. Wolff:

Thank you for your letter of August 15, 1995, in which you stated your client's concerns over Florida Power and Light's decision to end contractual relations.

The Florida Public Service Commission is an economic regulatory agency with jurisdiction as defined by the Legislature. Although we function as a quasi-legislative and quasi-judicial agency, we do not have the powers a court has. This agency has no power to award damages for breach of contract. See Deltona Corp. v. Mayo, 342 So.2d 510 (1977). Since the dispute in question involves a discreet contract for labor, it falls outside of our jurisdiction, which is defined regarding electric utilities in Chapter 366, Florida Statutes. Therefore, the FPSC is unable to address your complaint.

Our careful review of all concerns pertaining to this matter has taken time, and we apologize for the delay in responding to your letter.

If you have further questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Vandiver".

Robert D. Vandiver
General Counsel

RV/MTR/js

cc: J. Jenkins
B. DeMello

State of Florida

Commissioners:
SUSAN F. CLARK, CHAIRMAN
J. TERRY DEASON
JULIA L. JOHNSON
DIANE K. KIESLING
JOE GARCIA



General Counsel
ROBERT D. VANDIVER
(904) 413-6248

Public Service Commission

November 21, 1995

Mr. Arthur M. Wolff, Esquire
Landmark Building, Coral Center
3045 North Federal Highway
Fort Lauderdale, Florida 33306

Dear Mr. Wolff:

Thank you for your letter of November 3, 1995. I do not make final decisions on behalf of the Florida Public Service Commission. My letter gave you my view of Commission jurisdiction in this area.

You apparently have a different view. This position may, of course, be brought before the Commission in a formal complaint pursuant to Rule 25-22.036, Florida Administrative Code. The staff will take their views to the Commission and you will have the opportunity to present your views at an agenda conference. The Commission will decide upon a course of action based on your pleading(s), the responsive pleading(s) of Florida Power and Light and the staff's recommendation.

I hope this has clarified your options. As always, I stand ready to discuss this further as we go through the process.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rob D. Vandiver".

Robert D. Vandiver
General Counsel

RDV/jb

ARTHUR M. WOLFF
ATTORNEY AND COUNSELLOR AT LAW
LANDMARK BUILDING
CORAL CENTER
3045 NORTH FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA 33306

ARTHUR M. WOLFF
MEMBER OF THE FLORIDA
BAR AND THE MISSOURI BAR

MAILING ADDRESS: P.O. Box 11875
Fort Lauderdale, Florida 33339

TELEPHONE (954) 564-6461
(954) 564-6462
FACSIMILE (954) 564-6469

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JAN 2 1995

FPSC-RECORDS/REPORTING

RECEIVED

NOV 08 1995

General Counsel's Office
Florida Public Service Commission

November 3, 1995

Robert D. Vandiver, Esquire
General Counsel
Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Glamour Industries, Inc./Florida Power & Light

Dear Mr. Vandiver:

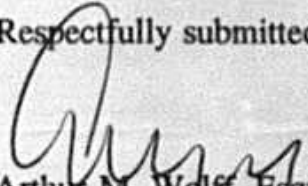
Thank you for your letter to me dated September 12, 1995 concerning Florida Power and Light Company ("FP&L") and Glamour Industries, Inc. ("Glamour"). I have provided a copy of your letter to Maurice Baum, President of Glamour.

I respectfully ask, however, that you revisit the matter since the issue at hand is not merely one of breach of contract but, rather, equality of treatment amount contractors by an entity regulated by the Florida Public Service Commission (the

Robert D. Vandiver, Esquire
November 3, 1995
Page two

"PSC"). It seems appropriate that the PSC would be inclined to assure equality of treatment to the public and contractors of FP&L without discriminatory animus of any kind. Glamour certainly has not been treated along with other contractors of FP&L on an even-handed basis with respect to the Glamour complaint.

Respectfully submitted,



Arthur M. Wolff, Esquire

AMW:skr

cc: Maurice Baum, President (w/enclosure)

ARTHUR M. WOLFF
ATTORNEY AND COUNSELLOR AT LAW
POST OFFICE BOX 11875
FORT LAUDERDALE, FLORIDA 33339



Robert D. Vandiver, Esquire
General Counsel
Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

32399-0850 99

