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December 13, 2000

**VIA HAND DELIVERY**

Ms. Blanca S. Bayo  
 Director  
 Division of Records and Reporting  
 Florida Public Service Commission  
 Betty Easley Conference Center  
 2540 Shumard Oak Boulevard  
 Room 110  
 Tallahassee, FL 32399-0850

ORIGINAL  
 RECORDS AND REPORTING  
 00 DEC 13 PM 3:36  
 RECEIVED - FPSC

**Re: Florida Power & Light Company's Request for Confidential Classification of Certain Material Provided in Connection with the Complaint against FP&L Regarding Placement of Power Pole and Lines by Pablo Acosta;  
Docket No. 000678-EI**

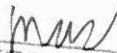
Dear Ms. Bayo:

I enclose and hand you herewith for filing in the above-referenced matter, the original and five (5) copies of Florida Power & Light Company's ("FPL") Request for Confidential Classification. The original includes Attachments A and B. The five copies include only Attachment B.

Attachment A contains the confidential information that is the subject of FPL's Request for Confidential Classification. Attachment A is submitted for filing in a separate, sealed folder marked "**ATTACHMENT A - CONFIDENTIAL**". Attachment B is an edited version of Attachment A, in which the information FPL asserts is confidential has been blocked out.

In accordance with Rule 25-22.006(3)(d), FPL requests confidential treatment of the information in Attachment A pending disposition of FPL's request for Confidential Classification.

Also included herewith is a computer diskette containing FPL's Request for Confidential Classification.

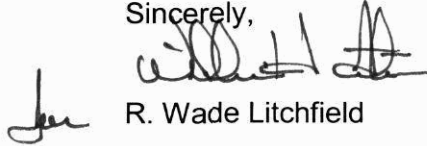
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Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
December 13, 2000  
Page 2

Please do not hesitate to contact me should you or your Staff have any questions regarding this filing.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Wade Litchfield". The signature is stylized and written in cursive.

R. Wade Litchfield

RWL/lmr  
Enclosures

cc: Service List (w/out Attachment A)

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint against Florida ) DOCKET NO. 000678-EI  
Power & Light Company regarding )  
Placement of power pole and lines by )  
Pablo Acosta ) FILED: December 13, 2000

**REQUEST FOR CONFIDENTIAL CLASSIFICATION**

**NOW, BEFORE THIS COMMISSION**, through undersigned counsel, comes Florida Power & Light Company (“FPL”) and, pursuant to section 25-22.006 of the Florida Administrative Code and section 366.093 of the Florida Statutes, hereby requests confidential classification of certain information provided herewith in connection with Florida Public Service Commission (“FPSC” or “Commission”) Docket No. 000678-EI. In support of its Request, FPL states as follows:

1. Petitioner’s principal business address is as follows:

Florida Power & Light Company  
P.O. Box 029100  
Miami, Florida 33102-9100

Orders, notices, or other pleadings related to this request should be served on:

William G. Walker, III  
Vice President  
Florida Power & Light Company  
215 South Monroe Street  
Suite 810  
Tallahassee, FL 32301-1859  
(850) 224-7595  
(850) 224-7197 (telecopier)

R. Wade Litchfield  
Senior Attorney  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, Florida 33408-0420  
(561) 691-7101  
(561) 691-7135 (telecopier)

2. The following attachments are included herewith and made a part hereof:

a. Attachment A is the complete Agreement of Settlement and Release, dated October 31, 2000 made between Florida Power & Light Company, (the "Settlement Agreement") and certain residents identified as "Concerned Residents" of S.W. 27<sup>th</sup> Terrace in correspondence to the Florida Public Service Commission ("FPSC" or "Commission") dated December 28, 1999 (collectively "Concerned Residents"), (FPL and Concerned Residents sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties"). The information in Attachment A for which FPL seeks confidential classification has been highlighted. Attachment A is submitted separately in a sealed envelope marked "**CONFIDENTIAL.**"

b. Attachment B is the edited version of Attachment A. All information that FPL asserts is entitled to confidential treatment has been blocked out in Attachment B.

3. Pursuant to section 366.093, FPL seeks confidential protection for the information highlighted in Attachment A. FPL submits that such information is proprietary confidential business information within the meaning of section 366.093(3). Pursuant to section 366.093, such materials are entitled to confidential treatment and are exempt from the disclosure provisions of the public records law. Thus, once the Commission determines that the information in question is proprietary confidential business information, the Commission is not required to engage in any further analysis or review such as weighing the harm of disclosure against the public interest in access to the information.

4. On October 31, 2000, FPL and the complainants in the above-numbered and entitled matter entered into an Agreement of Settlement and Release ("Settlement Agreement"). As reflected in Attachments A and B, FPL requests confidential classification with respect to Paragraph 2 and Exhibit B of the Settlement Agreement. The information for which confidential classification is sought is intended to be and is treated by FPL as confidential. Further, the Settlement Agreement itself contemplates that the terms of the

settlement will be maintained as confidential.

5. Pursuant to Section 366.093(3) of the Florida Statutes, even if information asserted to be confidential does not fall within one of the express statutory examples of confidential information, such information may be entitled to confidential treatment if the ratepayers or the requesting party's business operations would be harmed by disclosure. See In re: Complaint of Florida Telemessaging Coalition against Southern Bell Telephone And Telegraph Company for alleged unfair marketing and technical practices, Docket No. 900687-TL, Order No. 23920, December 21, 1990, 90:12 FPSC 583.

6. If the terms of the Settlement Agreement are disclosed, FPL's ability to negotiate future settlements relating to similar issues will be impaired. As a result, FPL, and therefore its customers, may bear increased costs and litigation exposure in connection with similar situations and settlements. With the terms of the Settlement Agreement publicly available, FPL would be unable to manage the litigation exposure and potential settlement costs that may arise in the future. Thus, FPL's business operations would be impaired and FPL's customers would bear increased costs. Although these issues relating to confidentiality arise in the context of a settlement agreement, the principles in favor of confidential classification essentially are the same as those that underlie section 366.093(3)(d) "information concerning bids or other contractual data." The FPSC previously has granted confidential classification to portions of a settlement agreement. Id.

7. FPL requests that the information for which confidential classification is requested be treated as confidential in perpetuity. Nothing about the information would become commercially "stale" over time. Disclosure of the terms at any time would impair FPL's ability to negotiate future settlements relating to similar issues.

8. Upon a finding by the Commission that the material in Attachment A for which FPL seeks confidential treatment is proprietary confidential business information, pursuant to section 366.093(4) such materials should not be declassified until the end of the protective period set by the Commission. Further, the materials should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business.

**WHEREFORE**, for the above and foregoing reasons, including those set forth in the supporting materials included herewith, Florida Power & Light Company respectfully requests that its Request for Confidential Classification be granted.

Respectfully submitted,



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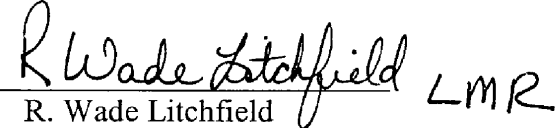
R. WADE LITCHFIELD  
Florida Authorized House Counsel  
Attorney for  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, Florida 33408-0420  
(561) 691-7101

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail on this 13<sup>th</sup> day of December, 2000, to the following:

Mr. Pablo Acosta  
3030 SW 27 Terrace  
Miami, FL 33133

Mr. Oscar Rodriguez, Esq.  
3130 SW 27 Terrace  
Miami, FL 33133

  
R. Wade Litchfield LMR  
R. Wade Litchfield

**Attachment A**  
**(Confidential)**



**Attachment B**  
**(Redacted)**

**AGREEMENT OF  
SETTLEMENT and RELEASE**

This Agreement of Settlement and Release ("Agreement"), effective the 31 day of October 2000, is made by and between Florida Power & Light Company, a Florida Corporation, ("FPL") and certain residents identified as "Concerned Residents of S.W. 27th Terrace" in correspondence to the Florida Public Service Commission ("FPSC" or "Commission") dated December 28, 1999 (collectively "Concerned Residents"), (FPL and Concerned Residents sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

**WHEREAS**, FPL has installed a new overhead electric feeder line along S.W. 27th Terrace in Miami ("Coconut Grove Feeder 0443") as shown more particularly on the drawing attached hereto as Exhibit B;

**WHEREAS**, a dispute has arisen between FPL and the Concerned Residents regarding the type and placement of poles associated with the Coconut Grove Feeder 0443; and

**WHEREAS**, because of the uncertainty and expense of litigation and the need to balance the risk of loss against the potential for gain, Concerned Residents and FPL desire to achieve an amicable resolution of this dispute;

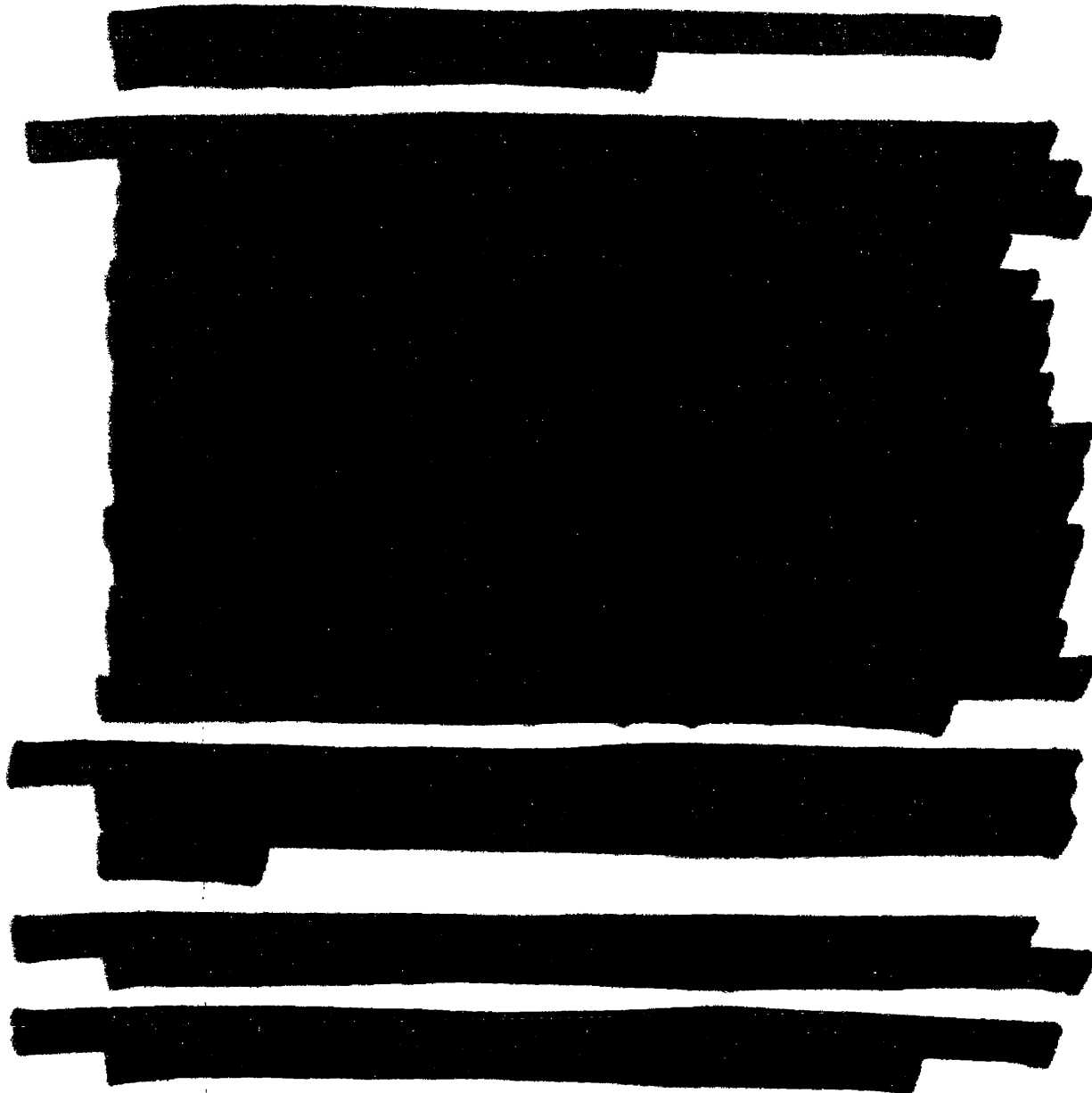
**NOW, THEREFORE**, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, the Parties hereto agree to the following compromise and settlement:

1. Concerned Residents are identified in correspondence dated December 28, 1999 from Oscar J. Rodriguez to the Commission. A copy of the list is attached hereto as Exhibit A. Oscar J. Rodriguez represents and warrants that for purposes of the consolidated complaints before the Commission in Docket No. 000678-EI, and for purposes of this Agreement, in addition to representing himself, he is the duly authorized representative of each of the persons listed in Exhibit A and that he has full legal authority to act for and bind said individuals with respect to the subject matter and terms of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]



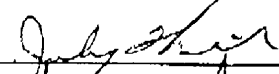
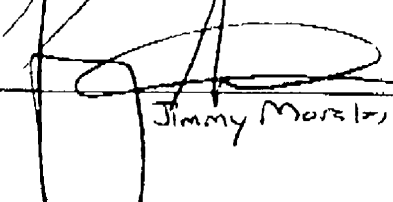
3. Concerned Residents hereby agree that, upon completion of the work identified in Exhibit B, all complaints, disputes, claims, damages or demands pertaining to the nature and type of construction of the Coconut Grove Feeder 0443 are hereby fully resolved and settled, and agree not to raise, directly or indirectly, any issues pertaining to such complaints, disputes, claims, damages or demands in any court or administrative proceeding. Concerned Residents hereby release, remise, acquit and forever discharge FPL and its parent, affiliates, shareholders, directors, officers, employees, representatives, servants, agents, insurers, successors and assigns, of and from any and all liability, claims, demands, actions, causes of action, damages, costs, expenses or any other claims of whatever nature or kind (including attorneys', consultants' and/or experts' fees or any other types of expenses), related to or otherwise arising from the type or nature of construction of the Coconut Grove Feeder 0443.

4. Upon execution of this Agreement, Pablo Acosta, Anisia Cid, and Oscar J. Rodriguez (on behalf of himself and the other Concerned Residents) each shall sign a copy of the FPSC Settlement Agreement form attached hereto as Exhibit C following which FPL shall execute these forms and transmit them to the FPSC.
5. In making this Settlement, Concerned Residents declare and acknowledge that they rely wholly upon their own judgment, and that of their advisors as to the nature and extent of their rights.
6. It is further declared and acknowledged that this Agreement is a compromise of disputed claims, and that none of the terms of settlement contemplated herein is to be construed either as an admission of the applicability of any theory of liability or of any wrongdoing, error, or inappropriate or improper method or type of construction on the part of FPL; rather, said terms are accepted to avoid the uncertainty and expense of litigation.
7. The terms of this Agreement of Settlement and Release are not to be publicly disclosed by any of the Concerned Residents as identified in Exhibit A or FPL, or any of their respective representatives, except to the extent required by law or upon written agreement of the other Party or its representative.
8. This Agreement of Settlement and Release contains the entire agreement between these Parties with respect to the settlement of the claims and demands described herein, and the terms hereof are contractual and not a mere recital. The terms of this Agreement are intended by the Parties as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may be modified, amended or supplemented only by a written instrument signed by the duly authorized officers of the Parties.
9. This Agreement shall be governed by and interpreted in accordance with the law of the State of Florida, without regard to the choice of law rules thereof.

[signatures on following page]

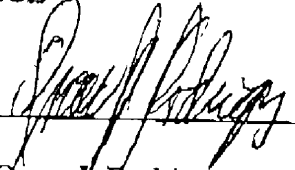
IN WITNESS WHEREOF, Concerned Residents and Florida Power & Light Company have executed this Agreement of Settlement and Release, through their respective duly authorized representatives, in triplicate original counterparts, on the date and year first above written.

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Jimmy Morales

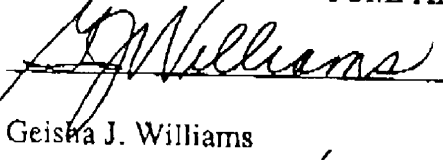
\_\_\_\_\_  
\_\_\_\_\_

CONCERNED RESIDENTS OF S.W. 27<sup>TH</sup> TERRACE

By:   
\_\_\_\_\_  
Name: Oscar J. Rodriguez

Their Authorized Representative

FLORIDA POWER & LIGHT COMPANY

By:   
\_\_\_\_\_  
Name: Geisha J. Williams

Title: Director of Urban Operation

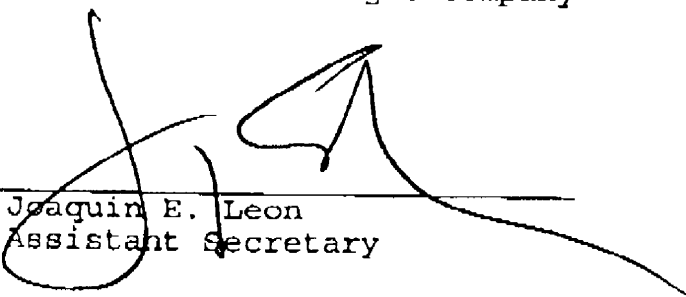
ATTESTATION

It is in the best interests of Florida Power & Light Company (hereinafter referred to FPL), to enter into the Agreement of Settlement and Release with the Concerned Residents of S.W. 27<sup>th</sup> Terrace.

It is resolved, that Geisha J. Williams, Director of Distribution Urban Operations of FPL, is authorized and empowered on behalf of FPL to enter into the Agreement of Settlement and Release with the Concerned Residents of S.W. 27<sup>th</sup> Terrace in consideration and upon the terms and conditions contained in the Agreement of Settlement and Release.

Florida Power & Light Company

By:

  
Joaquin E. Leon  
Assistant Secretary

CONCERNED RESIDENTS

NAMES	ADDRESSES	SIGNATURES
Dulce Acosta	3030 S.W. 27 Terrace Miami, FL 33133	<i>Dulce Acosta</i>
Pablo Acosta	3030 S.W. 27 Terrace Miami, FL 33133	<i>Pablo Acosta</i>
Onofre M. Cuevas	3030 S.W. 27 ST. Miami, FL 33133	<i>Onofre Cuevas</i>
INES CID	3142 SW 27 TERR MIAMI, FL 33133	<i>Ines Cid</i>
George E. Lopez	3015 S.W. 27 Terrace Miami, FL 33133	<i>George E. Lopez</i>
Graciela V Casabal	3001 S.W. 27 Terrace Miami, FL 33133	<i>Graciela V Casabal</i>
Vicente Delgado	3002 S.W. 27 Terrace Miami, FL 33133	<i>Vicente Delgado</i>
Carlos Haza	2951 S.W. 27 Terrace Miami, FL 33133	<i>Carlos Haza</i>
William Garcia	3131 S.W. 27 Terrace Miami, FL 33133	<i>William Garcia</i>
Marta Garcia	3131 S.W. 27 Terrace Miami, FL 33133	<i>Marta Garcia</i>
Maria Rasoy	3069 S.W. 27 Terrace Miami, FL 33133	<i>Maria Rasoy</i>
Oscar J Rodriguez	3130 S.W. 27 Terrace Miami, FL 33133	<i>Oscar J Rodriguez</i>
Cristina Rodriguez	3130 S.W. 27 Terrace Miami, FL 33133	<i>Cristina Rodriguez</i>
Anisia M. Cid	3142 S.W. 27 Terrace Miami, FL 33133	<i>Anisia M. Cid</i>
Gloria Asarey	3150 S.W. 27 Terrace Miami, FL 33133	<i>Gloria Asarey</i>
Alfredo Lopez	3152 S.W. 27 Terrace Miami, FL 33133	<i>Alfredo Lopez</i>
Delfina Mendez	3152 S.W. 27 Terrace Miami, FL 33133	<i>Delfina Mendez</i>
Mercedes Rosales	Miami, FL 33133 3175 S.W. 27 Terrace Miami, FL 33133	<i>Mercedes Rosales</i>
Margot Einz	3141 S.W. 27 Terrace Miami, FL 33133	<i>Margot Einz</i>

Terecila Sanchez	3141 S.W. 27 Terrace Miami, FL 33133	<i>Terecila Sanchez</i>
Orlando P. Garcia	3140 S.W. 27 Terrace Miami, FL 33133	<i>Orlando Garcia</i>
Maribel Garcia	3140 S.W. 27 Terrace Miami, FL 33133	<i>Maribel Garcia</i>
Damian Martinez	2748 S W 30 Court Miami, FL 33133	<i>Damian Martinez</i>
Milton Verona	2748 S W 30 Court Miami, FL 33133	<i>Milton E. Verona</i>
Dolores Verona	2748 S W 30 Court Miami, FL 33133	<i>Dolores Verona</i>
Emiliano Gonzalez	2748 S W 30 Court Miami, FL 33133	<i>Emiliano Gonzalez</i>
Esperanza Fidalgo	2751 S.W 30 Court Miami, FL 33133	<i>Esperanza Fidalgo</i>
Eduardo Munoz	2773 S.W. 31 Place Miami, FL 33133	<i>Eduardo Munoz</i>
Elvira Munoz	2773 S W 31 Place Miami, FL 33133	<i>Elvira Munoz</i>
Leon Regalado	2783 S.W. 31 Place Miami, FL 33133	<i>Leon Regalado</i>
Ramona Regalado	2783 S W 31 Place Miami, FL 33133	<i>Ramona Regalado</i>
Enrique Chavez	2787 S.W. 31 Place Miami, FL 33133	<i>Enrique Chavez</i>
Viola Chavez	2787 S.W. 31 Place Miami, FL 33133	<i>Viola Chavez</i>
Juan Chavez	2787 S W 31 Place Miami, FL 33133	<i>Juan Chavez</i>
Delia Chavez	2787 S.W. 31 Place Miami, FL 33133	<i>Delia Chavez</i>
Leopoldo Vazquez	2711 S W 30 Avenue Miami, FL 33133	<i>LEOPOLDO VAZQUEZ</i>



REDACTED IN ITS ENTIRETY

REDACTED IN ITS ENTIRETY

STATE OF FLORIDA

Commissioners:  
JOE GARCIA, CHAIRMAN  
J. TERRY DEAKIN  
SINAN F. CLARK  
JULIA L. SIMONSON  
E. LEON JACOBS, JR.



DIVISION OF CONSUMER AFFAIRS  
BEVERLEE DEMILLO  
DIRECTOR  
(850) 413-6100  
TOLL FREE: 1-800-342-3552

# Public Service Commission

## SETTLEMENT AGREEMENT

Docket Number: 000678-EI

By signing the following statement, the parties agree that a satisfactory resolution of the complaint has been reached and understand that the settlement is binding on both parties and that the parties waive any right to further review or action by the Commission.

<u>Pablo Acosta</u>	<u>10-31-00</u>
Customer - Pablo Acosta	Date
<u>Amelia M. Cid</u>	<u>10/31/00</u>
Customer - Amelia Cid	Date
<u>Oscar J. Rodriguez</u>	<u>10-31-00</u>
Customer - Oscar J. Rodriguez (for himself and as representative for "Concerned Residents" identified in December 28, 1999 correspondence to the PSC)	Date
<u>[Signature]</u>	<u>10/31/00</u>
Company	Date