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**Cc:** [Haddon, Stacey](#); [Throop, Jim](#); [jmalawy@awattorneys.com](mailto:jmalawy@awattorneys.com)  
**Subject:** Public comment, Item #11 on the Tuesday June 2 City Council agenda  
**Date:** Sunday, May 31, 2020 8:28:53 AM

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Please include this as public comment and a written communication concerning Item #11, "Consideration of Community Benefit Agreement Proposed by Strauss Wind, LLC " on the Tuesday June 2 City Council agenda.

Strauss WIND LLC wants to purchase an agreement from the City that you won't "directly or indirectly, oppose, protest, challenge, or seek other conditions or forms of mitigation in connection with the Governmental Agency Approvals, or any other permit or approval required for the Project, that is not proposed to be issued by the City itself".

Projects of this size can take years to complete; any number of issues could arise during the life of the construction and/or operational phases that may require litigation to settle.

First, I would suggest that you reject this request out-of-hand; giving up your rights at this stage is very premature.

Second, if you do decide to sell your rights, I suggest that the amount of compensation should be considerably higher, and that payment occur on the day the City Manager signs the agreement. This agreement has considerable value to Strauss, or they wouldn't be asking for it in the first place.

Ron Fink  
Lompoc