



**City of McCall
City Council**

**AGENDA
Special Meeting
January 7, 2019 at 6:00 PM
Northfork Lodge
200 Scott Street
McCall, ID 83638**

BUSINESS AGENDA

Public Comment related to the Midas Gold Community Partnership Agreement

Request to consider either approval or non-approval of entering into a Community Partnership Agreement with Midas Gold (ACTION ITEM)

ADJOURN

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, please contact City Hall at 634-7142 at least 48 hours prior to the meeting.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 19-008
Meeting Date January 7, 2019

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to consider either approval or non-approval of entering into a Community Partnership Agreement with Midas Gold</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	Originator
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:		Library		
TIMELINE:		Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

Midas Gold, owner of the former Stibnite Gold Mine site, has approached the City with an offer to enter into a Community Benefit Partnership Agreement between the company and other cities and communities in the West Central Mountains that may be impacted by their new mining operation at the site. The company is in the permitting stage of the project with multiple state and federal agencies. It is unknown at this time whether they will receive the permits and what conditions will be associated with those permits to mitigate project impacts. The City of McCall is not a permitting agency for this project, but the City and its impact area are included in the company’s required studies for the federal environmental impact statement (EIS) as they relate to transportation and social/economic impacts. Council and staff have participated in a number of public meetings regarding the proposed agreement and the project in general (summary attached). Midas Gold has made it clear in many communications with the City that regardless of whether this agreement is signed by the City, the company will work with the City to mitigate direct impacts to the City as a result of the project including but not limited to items such as intersection improvements to accommodate their vehicle traffic along Highway 55. Not all impacts will be known until the draft EIS is published sometime in 2019.

The purpose of this special council meeting is to gather a final round of public input on the topic and act on the proposed agreement. A memo from the City Manager is attached discussing the following options:

1. Approve entering into the Community Benefit Partnership Agreement (attached) and give direction for appointment of a representative to the Stibnite Mine Advisory Council and a representative to the Stibnite Foundation Board.
2. Do not enter into the agreement and seek to participate on the Stibnite Mine Advisory Council only.
3. Do not enter into the agreement.

RECOMMENDED ACTION: Give direction to staff.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

List of Attachments

- City Manager Memo
- 2018-11-19 Community Agreement Effective November 30 - FINAL for SIGNATURE
- Recap of Outreach Meetings and Attendance
- Community Questions and Concerns – Midas Gold
- Comments posted to Social Media – Midas Gold
- Email and Written Comments August 8, 2018 through January 3, 2019
- Excerpts from Council Minutes re: Midas Gold



City of McCall

Memo

To: City Council
From: Anette Spickard, City Manager
Date: January 3, 2019
Re: Midas Gold Community Benefit Partnership Agreement

Issue: Should the City of McCall enter into a partnership agreement with Midas Gold Corp and other Idaho communities in order to participate on the Stibnite Advisory Council and the Stibnite Foundation Board?

Background: Midas Gold Corp has requested that the City of McCall enter into a multi-party agreement that includes the following terms:

1. Appoint a representative to serve on the Stibnite Advisory Council.

The purpose of the Advisory Council is to discuss a broad range of issues related to the Stibnite Mine Project with Midas Gold management and members of the Council appointed by other participating communities. As described in the agreement, the Council has no financial or legal authority to commit the company to a course of action and no authority to commit other members of the council to a course of action other than regular communication updates back to the respective governing bodies. The most common themes that have been raised by the public regarding this part of the agreement are:

It is good to be at the table and receive/discuss information of interest with a variety of impacted parties and the company.

It is more efficient for Midas Gold to communicate information in this setting than going to each community separately.

The City should not have to sign a contract in order to discuss issues with Midas Gold or other communities. Midas Gold should be willing and able to communicate freely with the City as needed.

The City should be able to work directly with Midas Gold to address project impacts and the mitigation of those impacts from the mine project without this agreement because it is already a requirement of their permitting conditions.

There is concern that the Advisory Council meetings are not public meetings observable by community members.

2. Appoint a representative to the Stibnite Foundation Board

The purpose of the Stibnite Foundation Board is to receive donations from Midas Gold Corp in the form of stocks and cash contributions based upon a formula tied to project milestones and profits. The funds of the Foundation are to be granted out to community causes deemed eligible by the Board. Foundation funds are not to be used to mitigate direct impacts of the mine project identified through the permit processes. A Midas Gold employee will be the Chair of the Foundation to ensure that stocks are not cashed out in a manner that affects the company's share value. The most common themes that have been raised by the public regarding this part of the agreement are:

By participating on the Foundation Board there is a fiduciary duty of those board members to diversify and manage the assets of the Foundation so as to support the charitable activities of the Foundation. The Foundation's structure is designed so as to limit the ability of board members to manage those assets for the benefit of the foundation, instead they will be managed to the benefit of the corporation. This creates a risk for the person appointed by the Council to this position.

Participation on the Foundation Board presents a conflict of interest for the City.

The City government shouldn't have to sign a contract with Midas Gold for the Stibnite Foundation to award grant funds to eligible non-profits and community groups in the McCall area.

The City should not be involved with the company in any monetary way other than requiring impact mitigation similar to what would be required of other private developers impacting public systems such as transportation, etc.

The City should participate on the Foundation Board so as to ensure grant funds are equitably invested across communities and so the McCall area has a voice at the table in how the funds are spent.

There is a concern that if the City does not participate in the Foundation, McCall area applicants will not be awarded funds because of political backlash by the other members of the Foundation.

3. The Agreement requires the City to submit comments to the USFS regarding the Environmental Impact Statement once that is published and the comment period is opened. The most common themes that have been raised by the public regarding this part of the agreement are:

The Agreement does not mandate what the comments say and there is no endorsement of the project required by this Agreement so the City should not be concerned by it.

Even though the Agreement states it is not an endorsement of the project, an endorsement is implied by signing the Agreement.

The City should not have to sign a contract with Midas Gold in order to submit comments during the EIS process. The City should submit comments independent of the agreement.

4. Other general themes about the proposed agreement are:

There is no benefit to the City to participate in the agreement, all benefits accrue to the company.

The City should not be in a contractual relationship with the company.

It is too soon to sign an agreement, wait until the draft EIS is published and the impacts are known.

There is concern about how the company intends to use the agreement for marketing purposes, such as stating that there has been “social license” granted by the communities to the project.

There is concern that the company will use the agreement in the EIS process to demonstrate community support.

The McCall community has too diverse of an opinion about the topic for the Council to sign this agreement and represent that the community agrees to its terms.

The City should be collaborating with the other impacted communities by signing this agreement and being part of a regional economic development framework that can be used with other businesses in the future.

It is good for the City to be “at the table” and a part of this agreement.

COMMUNITY AGREEMENT

EFFECTIVE THIS 30TH DAY OF NOVEMBER, 2018

AMONG

THE CITIES OF

CASCADE, COUNCIL, DONNELLY, MCCALL, NEW MEADOWS, AND RIGGINS

AND

THE VILLAGE OF YELLOW PINE

AND

ADAMS, IDAHO AND VALLEY COUNTIES

Being, collectively, the “Communities”

AND

MIDAS GOLD

Being, collectively, Midas Gold Idaho, Inc. the operating entity for the Stibnite Gold Project, and its parent company, Midas Gold Corp.

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PREAMBLE

WHEREAS the signatories to this Agreement (each a “Party” and collectively the “Parties”) may be affected by the Stibnite Gold Project.

WHEREAS the Parties want to create a long-term working relationship based on mutual trust, respect, transparency and accountability, and that also provides for firm commitments to care for people and the environment while supporting economic opportunity for the region.

WHEREAS this Community Agreement is not an endorsement of the Stibnite Gold Project and does not contain any obligation to endorse the Stibnite Gold Project.

WHEREAS this Community Agreement is designed to create a framework for ongoing communication, information exchange, and sharing of benefits.

WHEREAS Midas Gold is committed to socially and environmentally responsible activities now, and throughout the life of the Stibnite Gold Project, and wishes to formalize this commitment for the long term.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1: COMMITMENTS

- 1) The Parties want to support each other in achieving a positive and values-based vision for the future of the region, particularly as it pertains to the Stibnite Gold Project's impact on Communities.
- 2) This Community Agreement is not an endorsement of the Stibnite Gold Project and does not contain any obligation to endorse the Stibnite Gold Project.
- 3) The purpose of this Community Agreement is:
 - a) to create a mechanism and opportunity for the Communities in Idaho's West Central Mountains area and Midas Gold to discuss, in good faith, the potential and actual impacts of the Stibnite Gold Project on the Communities; and
 - b) to create resources and a framework for ongoing communication, information exchange, and sharing of benefits in order to work collectively to enhance the sustainability of the Communities.
- 4) Accordingly, each Party agrees to:
 - a) Participate in the Stibnite Advisory Council;
 - b) Participate in the NEPA comment period for the Stibnite Gold Project; and
 - c) Participate in the Stibnite Foundation.
- 5) For greater clarity:
 - a) Stibnite Advisory Council – To participate in the Stibnite Advisory Council means that the Parties will collectively establish an advisory council comprised of designees of the Parties. The Council will serve as the principal forum for communication among the Parties regarding the Stibnite Gold Project now and throughout the life of the Project, and it will also provide oversight for the implementation of this Community Agreement in an efficient, solution-oriented, timely and cooperative manner. See Chapter 2 of this Community Agreement for further details.
 - b) NEPA comment period – To participate in the National Environmental Policy Act (“NEPA”) comment period means taking reasonable steps to understand the Stibnite Gold Project and subsequently providing an informed comment letter to the U.S. Forest Service. “Reasonable steps” may include information sharing, discussion, and potential resolution of matters related to the Project by participating in the meetings of the Stibnite Advisory Council. See Chapter 3 of this Community Agreement for further details.
 - c) Stibnite Foundation – To participate in the Stibnite Foundation means an individual will be designated by each Party to serve on the board of a charitable foundation that will support the objectives of the region's residents. Funding will be provided to the Stibnite Foundation by Midas Gold. See Chapter 4 of this Community Agreement for further details.

CHAPTER 2: COMMUNICATION AND STIBNITE ADVISORY COUNCIL

- 1) The Parties value open, transparent communication and desire to implement this Community Agreement effectively and cooperatively in accordance with its terms. Accordingly, they have agreed to collectively establish an advisory council (the “Stibnite Advisory Council”).
- 2) As soon as practicable, and thereafter on an annual basis, each Party shall, in accordance with its own rules, designate an individual (“Representative”) to serve a one-year term as a member of the Stibnite Advisory Council.
- 3) Midas Gold’s Representative shall serve as Chair of the Stibnite Advisory Council until a Chair is elected in accordance with rules established by the Council.
- 4) At any time, and at its sole discretion, a Party may remove its Representative from the Stibnite Advisory Council. The Party shall take reasonable steps to designate a replacement.
- 5) The Parties intend that, as soon as practicable and, in any event not later than March 31, 2019, the Stibnite Advisory Council will establish itself as a formal organization, develop rules governing its operation including, but not limited to, matters such as meeting schedule, voting, election of a Chair, staggering of terms to provide continuity to the Council, replacement of Representatives, appointment of alternates and/or successors, goals and objectives, proactive solutions, coordination of the Council with the Stibnite Foundation and other local organizations that may have an interest in the subject matter under consideration of the Council.
- 6) The Parties intend that the Stibnite Advisory Council will, on an ongoing basis, provide regular updates to the Parties regarding the Council meetings and the implementation of this Agreement. Such updates may take the form of a letter, newsletter, presentation, public meeting, blog, video or other method deemed suitable by the Council.
- 7) Midas Gold shall provide reasonable administrative support and resources to the Council.
- 8) The Parties intend that the Stibnite Advisory Council discuss topics of interest to the Parties at the relevant time, which may include, but are not limited to:
 - a) Project status;
 - b) Safety & Environment;
 - c) Employment and Workforce Training;
 - d) Business Opportunities:
 - i) Contracting;
 - ii) Supply of consumables;
 - iii) Services.

- e) Housing & Infrastructure:
 - i) Transportation and access;
 - ii) Power and communication infrastructure upgrades;
 - iii) Road maintenance;
 - iv) Traffic; and
 - v) Recreational access and use.
 - f) Community and Family Support & Sustainability:
 - i) Stibnite Foundation;
 - ii) Education;
 - iii) Health and Fitness;
 - iv) Humanities, Arts, and Culture;
 - v) Police and Fire;
 - vi) Recycling; and
 - vii) Local food economy.
- 9) The Parties intend that the Council may, on an as-needed basis, establish working groups, and/or collaborate with existing working groups or organizations, to discuss matters of greater interest to some of the Parties.

CHAPTER 3: PARTICIPATION IN THE NEPA COMMENT PERIOD

- 1) Site restoration and re-development of mineral resources at Stibnite, generally known as the Stibnite Gold Project or Project, has been proposed in the Plan of Restoration and Operations (“PRO”) that Midas Gold filed with the United States Forest Service (“Forest Service”) and other regulatory authorities in September 2016 and is currently under a public and regulatory review process, in accordance with the National Environmental Policy Act (“NEPA”).
- 2) Parties have agreed to take reasonable steps to be informed about the Stibnite Gold Project with the purpose that being informed improves open communication and resolutions. Participation in the Stibnite Advisory Council, as noted above, is intended to help fulfill this obligation of the Parties.
- 3) Each Party shall provide one or more documents (each a “Comment Letter”) to the Forest Service during one or more of the public comment periods of the NEPA process related to the Stibnite Gold Project.
- 4) Each Party, at its sole discretion, shall determine the content of its Comment Letter(s).

CHAPTER 4: THE STIBNITE FOUNDATION

- 1) Within 90 days of the Effective Date of this Community Agreement, Midas Gold shall establish the Stibnite Foundation, and subsequently shall apply for status of the Stibnite Foundation as a non-profit organization, in order to provide a long-term and sustainable mechanism to fund projects that are of benefit to the Communities.
- 2) Midas Gold shall provide funding to the Stibnite Foundation as noted below in this Community Agreement.
- 3) The Parties do not intend that the Stibnite Foundation funding be used to address direct impacts of the Stibnite Gold Project as the Parties anticipate such matters will be addressed by the NEPA process and/or in permits that may be granted by regulatory agencies.
- 4) The Parties intend that the Stibnite Foundation Board coordinate with the Stibnite Advisory Council in resolving matters that are important to the Communities and that may be indirectly associated with the impact of the Project, or matters that are not addressed by formal regulatory processes. All eligible entities, including any entity that is a signatory to this Agreement and any entity that is not a signatory to this Agreement, may apply to the Stibnite Foundation for funding.
- 5) The Parties intend for the Stibnite Foundation to award funding for projects that are, among other things, likely to provide benefits to the Communities of the region. Depending on the project, the Stibnite Foundation may provide matching funds to complete requirements for an award of a larger grant or it may fund smaller projects in their entirety.
- 6) As soon as practicable, and thereafter on an annual basis, each Party shall, in accordance with its own rules, designate an individual (“Board Member”) to serve a one-year term on the Board of the Stibnite Foundation and help determine the distribution of funds in accordance with the Bylaws of the Stibnite Foundation.
- 7) The Parties intend that the Stibnite Foundation create an endowment that will continue beyond the conclusion of the Stibnite Gold Project, and therefore the obligation of each Party to designate a Board Member on an annual basis shall survive the termination of this Community Agreement.
- 8) Midas Gold’s designee shall serve as the initial Chair of the Stibnite Foundation.
- 9) The Parties intend that individuals appointed as Board Members provide guidance regarding the rules governing the Stibnite Foundation.

- 10) At any time, and at its sole discretion, a Party may remove its designee from the Stibnite Foundation Board. The Party shall take reasonable steps to designate a replacement.
- 11) As the Stibnite Gold Project progresses, Midas Gold will share the results of its growth with the Stibnite Foundation and, by extension, with the Communities. Accordingly, Midas Gold will provide the following to the Stibnite Foundation:
- a) Within 60 days of the formation of the Stibnite Foundation in accordance with this Community Agreement, Midas Gold will make an initial grant to the Stibnite Foundation of \$100,000 and, subject to regulatory approval, 1.5 million shares of Midas Gold Corp., or the equivalent value if such shares are not available.
 - b) In the first quarter of 2019 and in the first quarter of 2020, Midas Gold shall make additional grants of \$100,000 to the Stibnite Foundation.
 - c) Within 15 days of receipt of a positive Record of Decision for the Stibnite Gold Project, Midas Gold shall make a further grant of \$100,000 to the Stibnite Foundation.
 - d) Within 15 days of receipt of all permits and approvals necessary for the commencement of construction of the Stibnite Gold Project, Midas Gold shall make a grant of \$100,000 and, subject to regulatory approval, a further 1.5 million shares of Midas Gold Corp., or the equivalent value if such shares are not available, to the Stibnite Foundation.
 - e) Within 15 days of commencement of construction, as publicly declared by Midas Gold Corp., and not later than January 15 of every subsequent full year of construction until the commencement of commercial production, as publicly declared by Midas Gold, Midas Gold shall make a grant of \$250,000 per year to the Stibnite Foundation. For the year of transition from construction to commercial production, this grant shall be prorated, in arrears, for the number of days of construction, and any overpayment will be considered as an advance on future payments.
 - f) Within 15 days of commencement of commercial production, as publicly declared by Midas Gold Corp., Midas Gold shall make a grant of \$500,000 to the Stibnite Foundation.
 - g) For the first full year of commercial production, as publicly declared by Midas Gold, Midas Gold shall make a grant of a Minimum Payment (as defined below, being \$500,000) to the Stibnite Foundation, payable in quarterly installments.
 - h) Within 15 days of the filing of the annual financial statements of Midas Gold Corp., for the full first year after commencement of commercial production, as publicly declared by Midas Gold Corp., and in every subsequent full year of commercial production, Midas Gold shall make a grant of the greater of (i) 1% of publicly reported Total Comprehensive Income, after deducting Debt Repayments (including principal and interest) (the “Calculated Payment”), or (ii) \$500,000 (the “Minimum Payment”) to the Stibnite Foundation, payable in quarterly installments.
 - i) Any amount in excess of the Calculated Payment needed to achieve the Minimum Payment in any given year of commercial production will be considered as an advance on future payments and the overpayment amount(s) will be carried forward to offset the payment(s) in the subsequent year(s) of commercial production that exceed the Minimum Payment.

- ii) Total Comprehensive Income is defined as included in the Consolidated Statement of Comprehensive Income of the Audited Consolidated Financial Statements of Midas Gold Corp. that have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, or if unavailable, similar internally prepared financial statements.
 - iii) Debt Repayments are those included in the Consolidated Statements of Cash Flow of the Audited Consolidated Financial Statements of Midas Gold Corp. that have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board or, if unavailable, similar internally prepared financial statements.
 - i) Upon commencement of the final reclamation phase of the Stibnite Gold Project, as publicly declared by Midas Gold Corp., Midas Gold shall make a final, one-time grant of \$1 million to the Stibnite Foundation.
 - j) In the event that the Stibnite Gold Project ceases operation, either temporarily or permanently, before the end of the designated mine life, as publicly announced by Midas Gold Corp., the payments will be prorated for the time in operation.
- 12) The Parties intend that the shares of Midas Gold Corp. donated to the Stibnite Foundation be retained longer-term in order to provide the basis for a lasting endowment and that, in addition, a certain percentage of the cash component should be retained as part of the long-term endowment, with the substantial majority of the cash component being distributed each year.

CHAPTER 5: GENERAL MATTERS

1) Interpretation

- a) The Preamble is an integral part of this Community Agreement.
- b) Any informational topics that may be attached to this Community Agreement are provided solely as background information and are not part of this Community Agreement.
- c) Headings, including the table of contents, are included for convenience only, and do not affect the construction or interpretation of any provision in this Community Agreement.
- d) All capitalized terms have the meanings ascribed to them in this Community Agreement.
- e) In this Community Agreement, a year is a calendar year and a day is a calendar day.

2) Effective Date and Term of Agreement

- a) The Effective Date of this Community Agreement is the date first written above.
- b) This Community Agreement shall terminate automatically on the date that is one year following the completion of the final Reclamation phase of the Stibnite Gold Project as publicly announced by Midas Gold Corp. (the “Termination Date”).
- c) Notwithstanding the termination clause above, the obligation of each Party to annually designate a Stibnite Foundation Board Member shall survive the termination of this Community Agreement and shall continue for such period of time as the Stibnite Foundation exists, unless such Party opts out of this Community Agreement in accordance with the provisions below.

3) Opt-Out

- a) Any Party, except for Midas Gold, may opt out of this Community Agreement and have no further obligation under this Agreement, by providing written notice to each other Party.
- b) Midas Gold, and any successors or assigns of Midas Gold, may not opt out of this Community Agreement and shall be bound by the intent of, and its obligations under, this Community Agreement until the Termination Date.

4) Amendments

- a) This Agreement may be amended only by agreement of a super-majority of at least two-thirds of the Parties. Amendments may include the addition of one or more entities that may, in future, want to participate in this Community Agreement. Notwithstanding this amendment clause, the payment obligations in this Community Agreement may not be amended without the prior written consent of Midas Gold.

5) Responsibilities of the Parties

- a) Each Party acknowledges the value of openness and transparency and acknowledges its own responsibility for following applicable laws, rules and regulations.
- b) The Parties understand that any Party that has, or is in a position to have, regulatory jurisdiction over Midas Gold, shall recuse itself, and its designated representatives(s), from participating in or voting on any matter regarding Midas Gold that is under consideration by the Stibnite Advisory Council or the Stibnite Foundation and that is subject to that regulatory jurisdiction.

6) Entire Agreement

- a) This Community Agreement is the entire agreement among the Parties.

7) Notices to Parties

- a) To be effective, a Notice must be in writing, signed by the initiating Party, and delivered to the receiving Party at its usual office address.

8) News Releases and Public Announcements

- a) Parties will take reasonable steps to coordinate with each other regarding any news release and/or public announcement regarding this Community Agreement or the collective actions contemplated herein.

9) Default or Breach of Agreement and Available Remedies

- a) A Party will be in default or in breach of this Agreement only if such Party receives Notice of an alleged default or breach and does not cure within 30 days of such Notice.
- b) A Party shall not use a breach or default by any one Party as grounds for the revocation of this Community Agreement, in whole or in part.
- c) Furthermore, nothing in this Community Agreement shall be construed as relieving Midas Gold from its obligation to fund the Stibnite Foundation in accordance with this Community Agreement.
- d) The remedy available to be used against an uncured breaching/defaulting Party, other than Midas Gold, is limited to the loss of such Party's right to designate a Representative on the Stibnite Advisory Council and/or the right to designate a Board Member on the Stibnite Foundation.

10) Governing Law

- a) This Community Agreement shall be governed by the laws of the State of Idaho.

11) Dispute Resolution

- a) In the event of a dispute among the Parties with respect to this Community Agreement, the Party raising the dispute (the “Initiating Party”) may give Notice in writing to the other Party (the “Receiving Party”), with a copy of such Notice to each other Party, providing particulars of the matter and the remedy sought.
- b) Within 10 days after the date of the Notice, the Initiating Party and Receiving Party shall meet and shall use best efforts to resolve the matter in good faith.
- c) If there is no mutually acceptable resolution of the matter within 30 days of the Notice, the Initiating Party may, and provided the Initiating Party has the agreement in writing of a majority of the other Parties, take the matter to mediation under applicable laws.
- d) If there is no resolution, acceptable to a majority of the Parties, of the matter within 30 days of the commencement of the mediation, the Parties may take the matter to arbitration under applicable laws by a suitably qualified arbitrator, who shall be a person mutually agreeable to the Parties; provided that, if the Parties are unable to agree on an arbitrator within 15 days of a Party providing a Notice to proceed to arbitration, the Chair of the Stibnite Advisory Council shall choose the arbitrator within a further 30 days.
- e) If the Parties choose to bring a matter to arbitration, then the decision of the arbitrator shall be binding on the Parties and no further action may be taken by the Parties.

CHAPTER 6: SIGNATORIES

IN WITNESS THEREOF, the Parties hereto have executed, in the spirit of cooperation, this Community Agreement effective on the date first written above.

City of Cascade

City of Council

City of Donnelly

City of McCall

City of New Meadows

City of Riggins

Village of Yellow Pine

Adams County

Idaho County

Valley County

Midas Gold Idaho, Inc.

Midas Gold Corp.



MEMORANDUM

TO: McCall City Council
FROM: Erin Greaves, Communications Manager
DATE: December 7, 2019
RE: Stibnite Gold Lecture Series Recap

Dear Council,

Per previous guidance from Council and direction from the City Manager, Communications developed a coverage plan to educate the public on the proposed Stibnite Mine Midas Gold Project. The goal of the plan aimed to provide the public with multiple ways to educate themselves on the proposed Stibnite mining project by Midas Gold in Valley County Idaho, east of the community of Yellow Pine near the East Fork South Fork Salmon River.

The plan included an interactive web portal, a link for the public to submit questions and comments as well as an educational series.

- The web portal found at <https://www.mccall.id.us/stibnite-project-by-midas-gold> is still active and contains resource links to the project over view, participating agencies, interesting articles, relevant documents and other valuable education links.
- A comment link was created for the public to submit inquiries, make comments and participate with the upcoming meeting series.

The McCall Public Library kicked off the educational series by hosting a Doing Democracy event on, September 18th in which attendees discussed the recent draft Community Agreement.

Notable guests included: Midas Gold Representatives; McCall's City Manager and McCall Councilman Bob Giles who were both assigned by Council to work cooperatively with Midas Gold on the Community Agreement draft.

Attendees: Totaled **50 people**

Guests broke up into groups and approached the following questions for discussion and brainstorming.

- Should the City of McCall sign the Community Benefit Agreement with Midas Gold?
- Geologically, financially, and technically, how can we get a handle on the full effects of this proposal?
- What are the social-economic effects of another boom-bust cycle in this valley?

The three-part educational lecture and panel series, in which the city invited guest speakers, panelists from various related agencies, specialists in the field, health and safety representatives, and other notable government leaders, took place at the Northfork Lodge on Tuesday, October 9th, October 23rd, and November 13th at 6pm in the evening. *All meetings have audio recordings for public review available on the Proposed Stibnite web portal and have been included in the document for quick reference.*

- October 9th meeting focused on the community and how mining projects affect communities. ex. traffic, schools, housing, crime, economy



[Listen to Audio from Oct 9th meeting.](https://bit.ly/2CKjgMp)

<https://bit.ly/2CKjgMp>

Hosted by: Anette Spickard – McCall City Manager

Guest Speakers | Panelists: Tom Blanchard, Mining Historian

Summary: Mr. Blanchard gave a 30-minute lecture on mining and how it affects city infrastructure, social issues, and things to be conscience of through the process of coordinating with a mining company. Stressing the importance to keep good communication. Following, questions were directed from citizens in the room and from online submissions which were answered by multiple audience specialists and notable guests in the room.

Notable guests included: Representatives from St. Luke’s Hospital, McCall Fire, Valley County Commissioners, McCall City Council, McCall-Donnelly School District, Midas Gold, Nez Perce Tribe, Idaho Transportation Department

Attendees: Totaled more than **110* people** **not all attendees signed in*

- October 23rd meeting focused on the permitting process and how government agencies fit into the project to regulate and protect communities.



[Listen to Audio from Oct 23rd meeting.](https://bit.ly/2BY6ad5) (Courtesy of the Star-News)

<https://bit.ly/2BY6ad5>

Hosted by: Robyn Armstrong, Citizen

Guest Speakers | Panelists: Lynn Hood-Environmental Protection Agency, Casey Mitchel-Nez Perce Tribe, Mckinsey Lyon-Midas Gold, Brian Harris-United States Forest Service, Aaron Scheff-Department of Environmental Quality, John Chatburn, Idaho Governor’s Office of Energy and Mineral Resources, Eric Wilson-Idaho Department of Lands

Summary: Each of the participating panelists gave a brief 10-15-minute explanation of their agencies part in the permitting approval process. Then the panelists fielded questions from the audience and those submitted online prior to the meeting.

Attendees: Totaled more than **80* people** **not all attendees signed in*

-
- November 13th meeting focused on all affects positive and/or negative that mining or specifically the Midas Gold Reclamation project would/could have on the environment.



[Listen to the Audio from Nov 13th meeting.](#)

<https://bit.ly/2BV3r43>

Hosted by: Anette Spickard – McCall City Manager

Guest Speakers | Panelists: Laura Skaer- American Exploration & Mining Association, Ava Isaacson ava-Idaho Rivers United, Manuel Rauhut-Idaho Department of Water Resources, Dale Kerner- Midas Gold, Mckinsey Lyon – Midas Gold, John Robison Idaho Conservation League, Bill Lind - NOAA Fisheries, Emmit Taylor-Nez Perce Tribe

Attendees: Totaled more than **100* people** **not all attendees signed in*

Summary: Each of the participating panelists gave a 20-minute speech on environmental aspects of the Midas Gold Stibnite Project. The regulating agencies on site explained the processes in place to protect fish species and water quality. Then the panelists fielded questions from the audience and those submitted online prior to the meeting.

From: no-reply@www.mccall.id.us
To: [Erin Greaves](mailto:Erin.Greaves)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, November 13, 2018 1:21:14 PM

A new submission has been received for Submit Mining Series Questions

Name: Craig Rabe

Email Address: craigr@nezperce.org

Enter a question(s) here for the educational series.: 1. What environmental baseline metrics will be used to monitor the effects of mining on downriver aquatic biota and what will occur if biologic standards are violated? 2. Assuming Midas supports the idea of climate change, how will its operations respond to sudden changes in water availability (e.g., drought) or incidents of excessive amounts of water (e.g., flooding)? Does the Midas PRO factor in the increased frequency of climate-related stochastic events such as landslides, avalanches, or wildfire, all of which are common throughout the subbasin, and if such an event compromises the route into or out of the project site, will the operation cease or will an alternate route (i.e., Johnson Creek road) be used for ingress/egress from the site? 3. Changes to groundwater recharge, stream channel re-routing, deforestation, and modification of the topographic features in this headwater area are all part of the Stibnite Gold Project. Can Midas assure the public that their upstream operations will not affect geomorphic and hydrologic characteristics of downriver areas, including potential scour of Chinook and bull trout spawning substrate in the East Fork or Sugar Creek, or by creating baseflows that are insufficient for spawning or rearing of coldwater biota?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, November 13, 2018 9:56:01 AM

A new submission has been received for Submit Mining Series Questions

Name: Judy Anderson
Email Address: shaver.anderson@gmail.com

Enter a question(s) here for the educational series.:

1. I am worried that the agencies who exist to protect us and the water will be unduly influenced by the anti regulatory agenda and the corporate bias of the present administrations. How can we have confidence that the agencies will not betray the public trust?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](mailto:Erin.Greaves)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, November 13, 2018 6:01:59 AM

A new submission has been received for Submit Mining Series Questions

Name: Melissa Coriell
Email Address: meli.newell@gmail.com

Enter a question(s) here for the educational series.: This is for the Nez Perce Tribe: 1) How will the mining operation proposed by Midas Gold undermine the watershed restoration already being done and the Tribe's work to restore Chinook Salmon runs in the South Fork of the Salmon River? 2) Can you describe the Tribe's relationship and understanding of the landscape, as well as the Tribe's cultural and generational history in this area? 3) How will future generations be impacted? 4) How will remote areas that border the Frank Church Wilderness be effected? 5) How can you compare the knowledge gained over several generations of interacting with the landscape, compared to the seven or eight years that Midas has had a presence?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Monday, November 12, 2018 9:00:05 PM

A new submission has been received for Submit Mining Series Questions

Name: Natalie Podgorski
Email Address: natalie.podgorski@gmail.com
Enter a question(s) here for the educational series.: What makes you qualified to comment on the Stibnite Gold Project? What are your credentials? Where did you get your information on the project?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Monday, November 12, 2018 7:28:49 PM

A new submission has been received for Submit Mining Series Questions

Name:

Email

Address:

Enter a question(s) here for the educational series.: Is it true, that the majority of gold you plan to mine will be shipped overseas and made into jewelry for the wealthy elite, while you destroy our backyard and rob us of our priceless natural resources, such as, clean water and healthy fish?
Is that a fair trade....a poisoned environment for a few sparkly ears and rich CEOs?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Monday, November 12, 2018 7:21:00 PM

A new submission has been received for Submit Mining Series Questions

Name:

Email

Address:

Enter a question(s) here for the educational series.:

During the first part of the year (2018) Barrick Gold was forced to close a gold mining operation by the Chilean government for ignoring environmental regulations; because Barrick Gold now owns close to 20% of Midas Gold, how can you (Midas Gold representative) guarantee the same environmental disasters that Barrick has caused around the world numerous times does not happen here in Valley County?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Monday, November 12, 2018 3:28:07 PM

A new submission has been received for Submit Mining Series Questions

Name:

Email

Address:

Enter a question(s) here for the educational series.:

Adult Chinook salmon and steelhead are iconic species who return hundreds of miles each year to spawn in the pristine waters of Idaho; how many of these fish actually return to the South Fork Salmon River watershed and are at risk from the proposed mine?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](mailto:Erin.Greaves)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Saturday, November 10, 2018 9:39:01 PM

A new submission has been received for Submit Mining Series Questions

Name: Joe Morton
Email Address: jmorton@silverleafidaho.com

1 - How is Midas Gold operation(s) funded. 2017 Financials state "-7.87M" Loss. 2 - With only \$40M cash on hand... How can they do what they say they are going to do? The Stock Value of Midas Gold has lost 50% in the past 6 months. https://www.google.com/search?sa=X&tbn=fin&q=OTCMKTS:+MDRPF&stick=H4sIAAAAAAAAAAONgecRoxi3w8sc9YSndSWtOXmNU5-IKzsgvd80rySypFJLkYoOy-KV4ubj10_UNU0oqk8zS03gASbRvYjsAAAA&biw=1024&bih=678#scso=_U6rnW9b-Fe7C0PEPk8ukiAs2:0

Enter a question(s) here for the educational series.: 3 - Has the City of McCall asked Midas for a financial impact statement noting the benefit(s) to the citizens... Or will County and State Roads be pulverized at the expense of taxpayers?... The same way Payette & Gem County were pulverized by Oil & Gas Exploration in the winter of 2015??? 4 - Has the applicant/owner/operator (Midas Gold) operated a site where there was a release, leak or spill of any toxic, carcinogenic or neurotoxic compounds, including but not limited to VOCs, NOx, BTEX, formaldehyde or other hazardous chemical or compound in violation of any local, state or federal law or ordinance? 5 - What Remedies does the City of McCall & or county have if Midas Gold screws up? 6 - What conflict of interest do any public / elected officials have with the Midas Gold and or it's operations/ If so have any of these public officials recused themselves or disclosed conflict of interest?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Saturday, November 10, 2018 9:13:15 PM

A new submission has been received for Submit Mining Series Questions

Name: Joe Morton
Email Address: jmorton@silverleafidaho.com

Enter a question(s) here for the educational series.:

How is Midas Gold operation(s) funded. 2017 Financials state "-7.87M" Loss. With only \$40M cash on hand... How can they do what they say they are going to do? Has the City of McCall asked Midas for a financial impact statement noting the benefit(s) to the citizens.... Or will County and State Roads be pulverized at the expense of taxpayers?... The same way Payette & Gem County were pulverized by Oil & Gas Exploration in the winter of 2015???

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Friday, November 09, 2018 10:48:21 AM

A new submission has been received for Submit Mining Series Questions

Name: Pattie Soucek
Email Address: pattie.soucek@gmail.com

Enter a question(s) here for the educational series.:

With about 200 large trucks per day coming out of the mine and traveling outside of the area, how are either Highway 55 or Highway 95 going to be improved to accommodate the greatly increased traffic loads? Slow traffic turnouts do not work. Numerous passing lanes or 4 lane roads will need to be constructed on either Highway 55 or Highway 95. What are Midas' plans to handle the negative effects of a 200 truck/day increase on the local roadways.

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Wednesday, October 31, 2018 2:52:33 PM

A new submission has been received for Submit Mining Series Questions

Name: Nathan Todd
Email Address: ntoddmsu81@yahoo.com
Enter a question(s) here for the educational series.: What proof is there to be confident that the proposed tunnel, which will divert the stream during mining, will actually create fish passage that fish will use?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 30, 2018 8:44:40 PM

A new submission has been received for Submit Mining Series Questions

Name: Cutler Umbach
Email Address: thea@ctcwb.net
Enter a question(s) here for the educational series.: Can Midas reassure us by giving names of some mining operations processing sulfide ore which have NOT created water pollution?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 23, 2018 12:48:44 PM

A new submission has been received for Submit Mining Series Questions

Name: John Robison
Email Address: jrobison@idahoconservation.org

Enter a question(s) here for the educational series.: Thanks for hosting this forum. I had several questions related to the Forest Plan and mining regulations. 1) What direction does the Forest Plan provide with regard to restoration activities in the East Fork South Fork Salmon River? 2) Is the Forest Service responding to Midas Gold's Plan of Restorations and Operations as a restoration project or a mining project? 3) Which parts of the Plan of Restoration and Operations would count as restoration under the Forest Plan? 4) While much of the mining at Stibnite occurred before modern environmental regulations, the last several mining companies did have to post reclamation bonds. When these companies quit operations, there still weren't sufficient funds to properly clean up the site. As a result, millions of taxpayer dollars were spent on a partial cleanup. Why did this shortfall occur and what lessons can be learned from the last operation? 5) Midas Gold's proposed plan would undo much of the publicly funded restoration work that was spent on the site. Midas Gold has stated they will invest millions of dollars in restoring the site. What will prevent a future mining company from undoing this work in an expanded mining operation? What are ways to protect their restoration investment in perpetuity? 6) In some cases, it can take many years for water pollution problems to become apparent. These pollution problems can be very expensive and cost millions of dollars each year to clean up. Who would cover the costs if a situation arises after the bond is released and there is a need for long term water treatment?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 23, 2018 11:54:58 AM

A new submission has been received for Submit Mining Series Questions

Name: Thomas J Sowers
Email Address: thom.sowers@gmail.com

Enter a question(s) here for the educational series.: With lots of talk about environment and river restoration. When could work begin on restoration. What logistic and support infrastructure support can begin prior to completing permitting? With increased traffic concerns , what is the extent that Midas has discussed with ITD, Valley County, Cascade and McCall to mitigate potential traffic problems, (lights, width of roads, snow removal, other concerns?) Thank You

From: no-reply@www.mccall.id.us
To: [Erin Greaves](mailto:Erin.Greaves)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 23, 2018 10:22:46 AM

A new submission has been received for Submit Mining Series Questions

Name: Richard Taylor
Email Address: MetalsInvestorResearch@tutanota.com

Enter a question(s) here for the educational series.:

1) Please explain the process by which surface water and groundwater Points of Compliance are determined for a mining project. 2) Has this process begun for the Stibnite project? 3) Please explain the process by which the water quality standards at a Point of Compliance can be amended by setting a higher Background Concentration Limit (BCL). 4) Has Midas requested, or do you anticipate them requesting, a BCL determination for any constituents of concern? 5) What justifies setting a BCL as opposed to simply requiring water treatment to meet existing state standards? 6) Do BCL values reflect undisturbed pre-mining concentrations at a site, or currently existing concentrations? If the former, how are those values estimated?

1) Please explain the process by which surface water and groundwater Points of Compliance are determined for a mining project. 2) Has this process begun for the Stibnite project? 3) Please explain the process by which the water quality standards at a Point of Compliance can be amended by setting a higher Background Concentration Limit (BCL). 4) Has Midas requested, or do you anticipate them requesting, a BCL determination for any constituents of concern? 5) What justifies setting a BCL as opposed to simply requiring water treatment to meet existing state standards? 6) Do BCL values reflect undisturbed pre-mining concentrations at a site, or currently existing concentrations? If the former, how are those values estimated?

Questions for Idaho Department of Environmental Quality: 1) Please explain the process by which surface water and groundwater Points of Compliance are determined for a mining project. 2) Has this process begun for the Stibnite project? 3) Please explain the process by which the water quality standards at a Point of Compliance can be amended by setting a higher Background Concentration Limit (BCL). 4) Has Midas Gold requested, or do you anticipate them requesting, a BCL determination for any constituents of concern? 5) What justifies setting a BCL as opposed to simply requiring water treatment to meet existing state standards? 6) Do BCL values reflect undisturbed pre-mining concentrations at a site, or currently existing concentrations? If the former, how are those values estimated?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 23, 2018 10:08:58 AM

A new submission has been received for Submit Mining Series Questions

Name: John Rygh
Email Address: jtrygh@gmail.com
Enter a question(s) here for the educational series.: For IDL: Will the final post-mining reclamation plans be included in the DEIS? If not, is there any process for public review and comment on the final reclamation plans?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 23, 2018 9:03:05 AM

A new submission has been received for Submit Mining Series Questions

Name:

Email

Address:

**Enter a
question(s)
here for the
educational
series.:**

Midas Gold is proposing a very aggressive as unprecedented level of rehabilitation as a cornerstone of their project. Many of the projected environmental "benefits" rely on the implementation of this rehabilitation. Rehabilitation of mining operations is normally handled through the bonding process and to say the least, the mining industry does not have a glowing track record when it comes to adequate bonding and subsequent rehabilitation. . . Many projects forfeit bonds (economic decision) and turn the rehabilitation work back to tax payers. I am very interested in how committed Midas Gold is in assuring, through the permitting process, that there is an unprecedented and aggressive bonding that matches, or even exceeds, the unprecedented and aggressive environmental "benefits" that they are projecting as the cornerstone of their project.

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Monday, October 22, 2018 10:14:27 PM

A new submission has been received for Submit Mining Series Questions

Name: Fred Coriell
Email Address: fredcoriell@gmail.com

Enter a question(s) here for the educational series.:

1) Are any of the panelists familiar with the date June 6th, 2010? If an event like this, or more one more impactful, occurs during mining operations or during/after closure, and water discharges from the mining site are beyond what the mine site can manage, does the mining company need to notify/apply for an “emergency” discharge permit? How does this process work? Is there a time frame for notification of unexpected discharges (in terms of meteoric water overwhelming infrastructure)? What agency determines the parameters during unusual events for what is safe for the environment and human health, and how can we be assured that these parameters, if any, are communicated with the public in a timely manner? What are the repercussions for failing to comply with water quality standards, and what accountability does the mining company hold during extreme weather/geologic events? 2) The 1872 Mining Law requires that for staking mining claims that the claim must be worked (to the equivalent of \$100 in labor/materials) each year. The law also states that lode claims can only be filed if locatable minerals are discovered, crossing the meridian from pedis possessio to unpatented claim. According to the 1968 Supreme Court case United States vs. Coleman a miner ought to prove that the minerals in that claim have present marketability. Do any of the unpatented claims along the proposed Burnt Log Route, and/or the southern end of the proposed Meadow Creek Tailings Storage Facility have minerals that are of marketable value? If discovery has been made of such minerals, why does the mining company intend to bury them under tailings, or bury them under a roadway, thereby decreasing their market value considerably? Which agency is responsible for assessing whether or not these claims are valid, and consist of locatable minerals that have at present marketability? If these claims have been verified what minerals are present within them? 3) Assuming that the 2030 CO2 emissions reduction targets set forth in the Paris Climate Accord are at the least a guiding principal to mitigate climate change for generations to come, and in lieu of the current Administrations disregard for them, and recognizing that the United States has made progress towards some emissions reduction, are there any regulations or considerations in the NEPA for green house gas emissions and how do the agencies determine long term environmental justice from GHG emissions from gold mines? Do alternatives in the NEPA assessment consider long term impacts from GHG emmissions?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Friday, October 19, 2018 7:27:31 AM

A new submission has been received for Submit Mining Series Questions

Name: Rickey Minder
Email Address: thesawyersdaughter@gmail.com
Enter a question(s) here for the educational series.: What does the table in the community partnership agreement grant community members during the NEPA process?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Monday, October 15, 2018 8:45:10 AM

A new submission has been received for Submit Mining Series Questions

Name:

Email

Address:

Enter a question(s) here for the educational series.: What permits or approval are needed for transporting antimony concentrate from the mine on Valley county roads, state highway 55 in the Payette River watershed and/or state highway 95 along the Salmon River and possibly even highway 12 along the Clearwater, Middle Fork Clearwater and Lochsa Rivers. Who is responsible for this toxic concentrate while it is on state roads?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 09, 2018 5:07:19 PM

A new submission has been received for Submit Mining Series Questions

Name: John Driessen
Email Address: driessenart@gmail.com

Enter a question(s) here for the educational series.: Midas will be using arsenic to extract precious metals on the site which will leave tailings containing a much greater abundance of arsenic than what already is natural to the area. Cleaner methods of processing exist. If Midas is truly dedicated to "Restoring the Site", why are you not doing the right thing by using a cleaner process even if it does cost more? I understand the tailing with be buried and encased with a small chance of leaking into our watershed and poisoning everything downstream. But why would we even take that chance when there is a more responsible method? I would support your work if you used a more environmentally conscious method. The world needs precious metals I don't think anyone can deny that. But why would you not take advantage of advancements in your field to help protect the environment?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 09, 2018 4:51:24 PM

A new submission has been received for Submit Mining Series Questions

Name: Bill Sifford
Email Address: Billbstallion@Yahoo.com

Enter a question(s) here for the educational series.: 1. From my understanding Antimony is now listed as a nationally strategic mineral resource and is the primary reason for the proposed mine. future existence. However there are no processing plants in the U.S.and the ore may be shipped to China or the middle East. If it is of strategic interest then why would we not build a processing plant in the U.S. rather than ship a nationally strategic mineral to foreign soil which we may or may not be allies in the future. 2. The mine is supposed to create 500 new jobs in Valley County. Has anybody calculated how many jobs will be lost if the hazardous waste is flushed down the river.

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 09, 2018 1:59:36 PM

A new submission has been received for Submit Mining Series Questions

Name: Melissa Coriell

Email Address: mcoriell@mdsd.org

Enter a question(s) here for the bikers and walkers be affected by the extra truck (35-70) traffic through town? educational series.: Who will pay for the maintenance of roads coming out of Stibnite mine, as well as the roads through the affected cities, ie. McCall, Cascade, ect? How will During the height of production at the mine (5-7 year span), how will that population growth impact our schools?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 09, 2018 11:58:09 AM

A new submission has been received for Submit Mining Series Questions

Name: Craig Rabe

Email Address: realrabe@gmail.com

1. What kind of employees will Midas require if the gold mine is approved, and from what pool will the employees be hired? In other words, will Midas rely upon non-resident employees with specific technical skills to perform the work, or will it provide position-specific training opportunities to local residents and bring on outside help only on a limited basis? If Midas isn't going to hire locally and looks to fill technical positions with non-resident workforces, isn't it arguable that the employment-related economic benefit from the mine isn't benefitting locals equally (a.k.a. income inequality)? 2. McCall residents continually complain about the town's insufficient infrastructure, especially during peak tourist seasons. If Midas' mine gets approved, and if it results in population expansion, is the city prepared to improve its infrastructure (roads, traffic signals, sewer and water, etc.) to accommodate the increase in residents? **Enter a question(s) here for the educational series.:** How rapid could the city respond to the need for the infrastructure adjustments and what will be the financial impacts to residents? 3. Similar to its infrastructure problems, McCall currently faces housing and services issues. For example, it's becoming increasingly difficult to find employees to fill positions needed to run the tourism-based businesses in McCall, primarily due to the scarcity of affordable housing options that this workforce requires. Has Midas considered how its employees will be able to afford to purchase or rent property in a resort town? Is the community willing to encourage development of additional affordable housing, and will it be able to provide adequate services (i.e., emergency services, schools, hospitals, etc.) to accommodate the additional population that will assumedly accompany the mining operation?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 09, 2018 10:33:25 AM

A new submission has been received for Submit Mining Series Questions

Name: Joey Pietri

Email Address: joey@legendcrossfit.com

Enter a question(s) here for the educational series.: 1. How can the public be assured safety with all the transport of hazardous materials on the extremely dangerous winding roads ? 2. How will these transports interface with the very busy tourist trade ? 3. What routes will the mining transports be utilizing ? They all seem to be vulnerable watershed areas !

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 09, 2018 7:21:28 AM

A new submission has been received for Submit Mining Series Questions

Name: Tom Welty
Email Address: thomaswelty@gmail.com

I just read a document titled: CANADIAN MINING COMPANIES: COSTING U.S. TAXPAYERS AND THE ENVIRONMENT which was created by Earthworks and documents 7 Canadian Mining Companies that went bankrupt and left toxic messes that are costing US tax payers millions of dollars to clean up and some of these costs will continue into perpetuity. This includes the previous operator of the Stibnite mine which resulted in the expenditure of \$7 million of public funds to remediate the site which is nowhere near complete.

Enter a question(s) here for the educational series.: Two questions: 1. Have any Canadian Mining Companies acted responsibly to remediate the site they mined in such a way that public funds were not required to complete the remediation? 2. How large a bond will be required at the Stibnite site if the Midas proposal is approved to ensure that public funds are not required to complete the remediation when the site closes? As citizens and local governing bodies review the pros and cons of approving the Midas proposal, it is important to know whether any Canadian mining companies have been able to mine responsibly in US without leaving a legacy of remediation funded by US tax payers. If such companies exist, how have them been able to accomplish this without going bankrupt?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Friday, October 05, 2018 11:02:16 PM

A new submission has been received for Submit Mining Series Questions

Name: Karen Hall
Email Address: Kh83709@hotmail.com

Enter a question(s) here for the educational series.:

1. In what ways are you planning to improve the fish habitat on the Salmon River? 2. How many jobs will this project create? 3. Does Midas Gold have prior successful projects where the land was left healthy when mining operations finished? If so, where?

From: no-reply@www.mccall.id.us
To: [Erin Greaves](#)
Subject: Submit Mining Series Questions - New Form Submission for McCall Idaho
Date: Tuesday, October 02, 2018 11:37:14 AM

A new submission has been received for Submit Mining Series Questions

Name: Nathan Stewart
Email Address: nstewart@mccall.id.us

Enter a question(s) here for the educational series.:

1. What is the existing condition of sedimentation, mercury, and arsenic in the rivers within the watershed (i.e. what is the existing condition)? How does that compare to the 1) anticipated condition during the 20 years of mining and 2) the post-mining restoration state? 2. Midas says the mercury and arsenic sources are located within the "mineralized" materials. Midas says, that the "waste" rock is all the material that surrounds (above, beside and around) the mineralized material and that the waste rock (only having minor concentration of pollutants) will be used to fill the glory hole (once its mined) as well as other restoration efforts (blowout creek, meadow creak dam, etc.). This waste rock will also be exposed in the Westside pit lake and Hanger Flats pit lake. What is the anticipated total load of mercury and arsenic that will be leached from the waste rock as surface/groundwater flows thru this waste rock given the significant volume of waste rock that will be created and the large area in which it will be distributed. Is this total load from waste rock (over time) significant? 3. How has the forest service determined that the SWPPP (stormwater pollution prevention plan) that will be designed for all phases of this project will sufficiently mitigate pollution runoff into surface waters. 4. Midas says that all of the "mineralized" materials will be cleaned. They explained that this means that the pollutants (mercury and arsenic) and precious metals (gold, antimony, etc.) will be removed. Where will the pollutants (mercury and arsenic) go once removed? Will they be disposed of in a safe manner? 5. What is the cost to restore the Glory Hole and Blowout Creek without a new mine? Is this on the Forest Service's capital improvement plan? 6. With ~500 people occupying Midas's Stibnite property, what type of sewer system is proposed for the mine and associated facilities and will it be superior in reducing nutrient loading to the groundwater and surface waters? If it has not been designed yet, how does the FS feel confident that this issue is easily solvable and not a potential threat to water quality? 7. Since pollution from gravel roads is considered one of the major issues in the Payette National Forest, should all roads on the project be paved to mitigate dust and erosion sediment sources? 8. Since the Forest Service is ultimately the "regulator" that will ensure the protection the public and private resources affected, can they explain to the public how the Midas plan is meeting all of these regulations and provides necessary protections (within realistic expectations), including financial protections for the public's interest? If so, what stories of success (existing mines doing great things) can they share to show their record on making this determination is highly accurate?

Record ID: 20181024Midas-Gold-IdahoMentions38780_1054886899192451072



Midas Gold Idaho @MidasIdaho

Live tweeting at the @CityofMcCall educational series on the Stibnite Gold Project. Honored to have the opportunity to share information with our community. #SupportStibnite #MidasGold #transparenciskey

at 0:06:50 on 10/24/2018 UTC

Record ID: 20181024Doug-NickleMentions38780_1054920949835882496



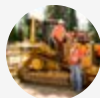
Doug Nickle @DougNickle

Replying to @MidasIdaho and 1 others

@MidasIdaho @CityofMcCall Are there any questions as to the validity of Midas Gold restoration and reclamation claims? It seems like MG has a pretty good plan for Stibnite, taking into account the big picture- for wildlife, the economy, and the environment.

at 2:22:08 on 10/24/2018 UTC

In reply to ↓



Midas Gold Idaho @MidasIdaho

Thank you @CityofMcCall and everyone who came out tonight. So many great questions were asked! If you have more or want to talk our next open house is 11/9/18 from 11am-3pm at our Donnelly office. #SupportStibnite #GreatQuestions pic.twitter.com/M8Oeq8eozc



at 2:09:57 on 10/24/2018 UTC

Record ID: 20181121JaimeMentions38780_1065110372904927232



Jaime @Spotleson

@vinnyspot : Value of outdoor recreation far outweighs Midas Gold benefits mccallstarnews.com @CityofMcCall @IDAHOgov pic.twitter.com/LJ0rNkXi3y



at 5:11:16 on 11/21/2018 UTC

Record ID: 20180918City-of-McCallTweets38780_1042167766415896577



City of McCall @CityofMcCall

Doing Democracy is a conversation among citizens. Tonight's topic is the Midas Gold Community Draft Agreement. Help develop the questions and be a part of the dialogue. Learn more at Mccall.id.us/stibnite-proje... facebook.com/story.php?stor...

at 21:45:32 on 9/18/2018 UTC

Record ID: 20180927City-of-McCallTweets38780_1045337082988826624



City of McCall @CityofMcCall

Add this to your calendar! Educational Series with question and answer regarding mining in our community. Learn more mccall.id.us/stibnite-proje... facebook.com/cityofmccall/p...

at 15:39:16 on 9/27/2018 UTC

Record ID: 20181004City-of-McCallTweets38780_1047866012761313282



City of McCall @CityofMcCall

In response to the many emails and questions coming into City Hall, the Stibnite Gold Education Series is hosted by the City of McCall. It is not sponsored or co-sponsored by any other agency or for-profit entity.... facebook.com/cityofmccall/p...

at 15:08:20 on 10/04/2018 UTC

Record ID: 20181008City-of-McCallTweets38780_1049414778966429697



City of McCall @CityofMcCall

Tomorrow night, October 9th, the City of McCall will host the first of the "Proposed" Stibnite mine educational series. Here at City Hall, we have questions and so do our citizens. Our goal is to create an open... facebook.com/cityofmccall/p...

at 21:42:35 on 10/08/2018 UTC

Record ID: 20181024City-of-McCallTweets38780_1054885483145236482



City of McCall @CityofMcCall

McCall's Stibnite Education Series Part 2 - Permitting 6pm -8pm
facebook.com/cityofmccall/v...

at 0:01:12 on 10/24/2018 UTC

Record ID: 20181024City-of-McCallTweets38780_1055205947818340355



City of McCall @CityofMcCall

Listen up! The audio from both previous Stibnite Education Series meetings can be found at tinyurl.com/ycdu4gc4 tinyurl.com/ycdu4gc4

at 21:14:37 on 10/24/2018 UTC

Record ID: 20181115City-of-McCallTweets38780_1063130491442745344



City of McCall @CityofMcCall

The audio from the Proposed Stibnite public meeting on November 13th is now available.
bit.ly/2zVlwOm

at 18:03:55 on 11/15/2018 UTC

Record ID: 20160608City-of-McCallTimeline-posts38765_1003658353016660



City of McCall > Idaho Power, Kinetico Quality Water of McCall, Cheap Thrills Rentals, Midas Gold, Mccall United Soccer Association, PLCA4Kids, Payette National Forest, Ridley's Family Markets - McCall Idaho, Brundage Mountain Resort, St Luke's MCCall Hospital, PTA of Barbara R. Morgan Elementary School, McCall Fire & EMS, McCall Police Department, City of McCall Parks and Recreation

at 16:05:47 on 6/08/2016 UTC ·

Thank you, Thank you, Thank you for being a part of the Lakeside Liberty Fest. Please send us your thoughts on the event!

- ARTIST, ADRI MECKEL
- BOY SCOUTS of AMERICA
- BRMES PTA
- BRUNDAGE MOUNTAIN
- CHEAP THRILLS
- CITY OF MCCALL
- CUB SCOUTS OF AMERICA
- IDAHO POWER
- iEXPLORE STEM
- INSPIRATIONAL FAMILY RADIO, INC. (STAR FM & KDZY)
- KINETICO WATER
- MCCALL CHAMBER OF COMMERCE
- MCCALL DONNELLY SCHOOL DISTRICT
- MCCALL FIRE DEPARTMENT
- MCCALL JUDO CLUB
- MCCALL PARKS & RECREATION
- MCCALL POLICE DEPARTMENT
- MCCALL STAR-NEWS
- MCCALL WINTER SPORT CLUB
- MERCHANTS OF GROOVE
- MIDAS GOLD/OPTIMIST CLUB
- MCCALL UNITED SOCCER ASSOCIATION (MUSA)
- OPTIMIST CLUB
- PAYETTE NATIONAL FOREST
- PAYETTE LAKES COMMUNITY ASSOCIATION (PLCA 4 KIDS)
- RESTO CLEAN
- RIDLEY'S FAMILY MARKETS
- ROOTS FOREST SCHOOL
- SHEPHERD'S HOME
- ST. LUKE'S YOUTH ADVOCACY COALITION
- ST. LUKE'S HOSPITAL
- YELLOW COUCH
- YOUNG LIFE

Idaho Power Kinetico Quality Water of McCall and Idaho Premiere Coffee and water Cheap Thrills Rentals Midas Gold Mccall United Soccer Association PLCA4Kids Payette National Forest Ridley's Family Markets - McCall Idaho Brundage Mountain Resort St Luke's MCCall Hospital PTA of Barbara R. Morgan Elementary School McCall Fire Department McCall Police Department City of McCall Parks and Recreation



Record ID: 20180723City-of-McCallTimeline-posts38765_1751216608260827



City of McCall

at 16:32:17 on 7/23/2018 UTC ·

Some of City Council and City Staff off touring the Midas Gold Stibnite site today.



Julia Kolano Oh sure the day that I'm not there. Have a blast
at 17:34:36 on 7/23/2018 UTC



Lisa Marie Have fun, hopefully not agreeing with the upcoming idea of reopening a mine on the South Fork of the Salmon. Lets keep our water safe. Sorry to voice my opinion. But that is what facebook is for...right?
at 21:06:52 on 7/23/2018 UTC



City of McCall Lisa Marie I think it's important to let City Council know your thoughts. Please join us for public comment some time. The City Council and Staff are taking the opportunity to educate themselves on the project. Thanks for speaking up!
at 21:51:56 on 7/23/2018 UTC



Lisa Marie Great, I will try my hardest to make one! :)
at 21:52:32 on 7/23/2018 UTC



Carol Lewis My comment is that I, and many more, would rather have sidewalks down to Dienhard than pavers on those 4 corners... And as far as the concrete not lasting, that would be in part to contractor and who made the poor mix of concrete..
at 23:45:22 on 7/23/2018 UTC



Erin Greaves Carol Lewis this has a place for sure probably though about the downtown and not Stibnite. You should also consider joining us at a City Council meeting to share your comments.
at 0:00:11 on 7/24/2018 UTC



Thom Sowers



at 0:51:46 on 7/24/2018 UTC



Matt Parker Be weary of the Midas touch.
at 6:27:25 on 7/24/2018 UTC



Tamara Nagoda Is this one of the old open pit mines?
at 18:43:47 on 7/28/2018 UTC



Thom Sowers Yes it is. It is part of the river that will be repaired prior to any mining activity.
at 18:45:51 on 7/28/2018 UTC

Record ID: 20180724City-of-McCallTimeline-posts38765_1752586454790509



City of McCall

at 14:38:32 on 7/24/2018 UTC · 🌐

City Council, City Manager Anette Spickard, and members of City Hall Staff were taken on a tour of the Midas Gold project in Stibnite on July 23th. The tour was a lead to a decision Council will make on July 26th, on whether or not to direct staff to continue discussions with Midas Gold. Please make time for public comment if you have opinions on the project to share with Council. You may also send your public comment via email to cityclerk@mccall.id.us

<https://www.mccall.id.us/city-news-1/city-council-stibnite-visit>



Lisa Marie Can you explain more, on what you mean by "direct staff to continue discussion with Midas Gold" How is the City connected with Midas Gold? Also, opinion on exactly what project? Or send me to a link on the project.

at 17:38:52 on 7/24/2018 UTC



City of McCall <https://evogov.s3.amazonaws.com/media/141/media/156565.pdf>

at 18:17:14 on 7/24/2018 UTC



City of McCall Use the link above to access the packet. Visit page 116 for more information on the topic.

at 18:17:39 on 7/24/2018 UTC



Lisa Marie City of McCall Thanks!

at 18:19:55 on 7/24/2018 UTC



Diana Bryant Ranch Why/what discussions would McCall have with Midas Gold. Please explain in full so an informed comment can be made.

at 22:03:48 on 7/24/2018 UTC



Sherry Maupin As a Regional community we should communicate together to find common values and shared goals to make our Region stronger in the future

at 3:09:14 on 7/25/2018 UTC



Matt Parker The main argument I'm hearing for the mine is that our country needs the gold for defense and infrastructure. I'm calling b.s. on that. Fort Knox is full of gold. Don't get touched by Midas.

at 4:40:47 on 7/25/2018 UTC

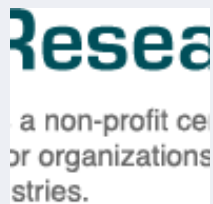


City of McCall <https://evogov.s3.amazonaws.com/media/141/media/156565.pdf> City of McCall Use the link above to access the packet. Visit page 116 for more information on the topic.

at 15:17:41 on 7/25/2018 UTC



Lisa Marie something to read: <https://www.corp-research.org/barrick-gold>



at 1:58:04 on 7/27/2018 UTC

Record ID: 20180918City-of-McCallTimeline-posts38765_1831858283529992



City of McCall shared McCall Public Library's photo.

at 21:45:22 on 9/18/2018 UTC · 🌐

Doing Democracy is a conversation among citizens. Tonight's topic is the Midas Gold Community Draft Agreement. Help develop the questions and be a part of the dialogue. Learn more at Mccall.id.us/stibnite-project-by-midas-gold



Doing Democracy tomorrow night @ 6:30 you won't want to miss this one!

Record ID: 20181004City-of-McCallTimeline-posts38765_1849145505134603



City of McCall

at 15:08:13 on 10/04/2018 UTC · 🌐

In response to the many emails and questions coming into City Hall, the Stibnite Gold Education Series is hosted by the City of McCall. It is not sponsored or co-sponsored by any other agency or for-profit entity. It was designed as a resource to educate the area public to include but not be limited to Valley, Adams and Idaho County. We hope you will take the time to learn from historians, experts in the field, permitting agencies, and project leaders in regard to the proposed Stibnite Project. <https://www.mccall.id.us/stibnite-project-by-midas-gold>



Diana Bryant Ranch Thank you for answering my question. I'll try to attend all three....from my backcountry home near Stibnite. Many questions to be asked.....

at 15:10:43 on 10/04/2018 UTC

Record ID: 20181009City-of-McCallTimeline-posts38765_1855384007844086



City of McCall

at 18:14:08 on 10/09/2018 UTC · 🌐

We are planning to Facebook Live the event tonight on the Stibnite Mining Project if technology allows. Otherwise, we will record the meeting and post it asap. Stay tuned. Don't forget to ask your questions in advance - <https://www.mccall.id.us/submit-mining-questions>



Tamara Nagoda That would be great! Thank you!

at 22:30:08 on 10/09/2018 UTC



Mary Beth Resimius Thank you!

at 23:51:04 on 10/09/2018 UTC

Record ID: 20181022City-of-McCallTimeline-posts38765_1870632842985869



City of McCall

at 15:07:53 on 10/22/2018 UTC · 🌐

Tomorrow evening, October 23rd is the 2nd part of the 3 part series regarding the proposed Stibnite Mining project. City of McCall will welcome representatives from the Environmental Protection Agency (EPA), Department of Environmental Quality (DEQ), Nez Perce, Midas Gold, United States Forest Service - Payette (USFS), Idaho Department of Lands(IDL) and the Governor's Office of Energy and Mineral Resources (OEMR). These agencies will sit on a panel to discuss and answer questions regarding the permitting process. Join us at Northfork Lodge at 6:00pm.



Tags: hidden

Record ID: 20181024City-of-McCallTimeline-posts38765_1101679813324539



City of McCall was live — at Northfork Lodge & Cabins.

at 0:01:09 on 10/24/2018 UTC (*hidden*) · 🌐

McCall's Stibnite Education Series Part 2 - Permitting 6pm -8pm



Record ID: 20181024City-of-McCallTimeline-posts38765_1873306466051840



City of McCall

at 21:14:25 on 10/24/2018 UTC · 🌐

Listen up! The audio from both previous Stibnite Education Series meetings can be found at <https://tinyurl.com/ycdu4gc4>



Official Website of McCall, Idaho Proposed Stibnite Project by Midas Gold

McCall's Council has directed city staff to provide the public with multiple links to educate themselves on the proposed Stibnite mining project by Midas Gold. The Stibnite mining district is located in Valley County Idaho, east of the community of Yellow Pine near the East Fork South Fork Salmon Ri...

MCCALL.ID.US



Diana Bryant Ranch The new haul road extending the defunct burnt log road, then following the ancient upper thunder mountain road and following the Wilderness border is one of the most distressing aspects of this proposal. I've been critical about this 'tentacle' of the proposed site, but this map/diagram with its proximity to the River of No Return Wilderness is even more damaging than I thought. Thank you for your continuing efforts at public education!!

at 0:09:00 on 10/25/2018 UTC

Record ID: 20181114City-of-McCallTimeline-posts38765_1900734716642348



City of McCall > Northfork Lodge & Cabins

at 0:02:48 on 11/14/2018 UTC · 🌐

Getting set up for tonight's last Stibnite Public Education Series event. Speakers being at 6pm at the Northfork Lodge & Cabins club house. Tonight's topic is Mining and the Environment.



Record ID: 20181115City-of-McCallTimeline-posts38765_1902811316434688



City of McCall

at 18:03:45 on 11/15/2018 UTC · 🌐

The audio from the Proposed Stibnite public meeting on November 13th is now available. <https://bit.ly/2zVlwOm>

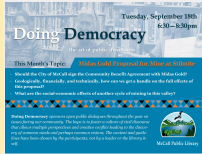
Record ID: 20180916McCall-Public-LibraryTimeline-posts38773_1862446180508488



McCall Public Library

at 23:11:00 on 9/16/2018 UTC ·

Join us next Tuesday (September 18th) for our next Doing Democracy! Topic this month will be on the Midas Gold proposal for the mine at Stibnite.



From: [Shay Tyler](#)
To: [Anette Spickard](#)
Cc: [BessieJo Wagner](#)
Subject: FW: Midas Gold partnership
Date: Wednesday, August 08, 2018 8:42:40 AM

Anette,

I am going to defer to you or BessieJo for a response to this person. I will print it and put it in the Council members mailboxes.

Shay

From: Tamara Nagoda <tnagoda@gmail.com>
Sent: Tuesday, August 07, 2018 6:58 PM
To: Shay Tyler <styler@mccall.id.us>
Subject: Midas Gold partnership

I have some concerns about the Midas Gold proposed partnership. I read the July 26 agenda and partnership agreement and was surprised by the lack of details. I'm currently researching Midas Gold and their Stibnite project. Once I have a better idea of the extent of the project I may contact you again with any environmental concerns.

Right now, my concerns are more related to the partnership itself.

Is the company proposing to employ a significant number of McCall residents? This is not clear in the partnership agreement. If so, where will these employees live? The city already has a dearth of resident housing. Businesses within the city limits are struggling to find employees due to the housing situation. How will Midas Gold contribute to this issue? Will they employ out-of-state people who will take hotel rooms and other accommodations from our established tourism industry?

Midas states that they will be starting a foundation to be funded with some cash (I could not find an amount) and some stock. Midas Gold stock has not performed well at all over the last few years. I also wonder how tying foundation money to the company's profits might pose a conflict of interest for the city. Aside from that concern, does our city need an additional foundation to fund community projects? There are already many non-profit organizations in the community that fund area resources.

Lastly, how will the Stibnite project affect our traffic and city streets? Will there be large trucks and equipment coming through our town? If so, who will pay to improve our roads? Will these concerns be addressed in the agreement?

Overall, it's unclear to me why the city feels it's necessary to partner with Midas Gold at all.

Please share my concerns with the council or let me know how best to communicate with them.

Thanks!

Tamara Nagoda, M.S., CCC-SLP
Speech-Language Pathologist
208.867.8111

From: [Erin Greaves](#)
To: [BessieJo Wagner](#); [Anette Spickard](#)
Subject: Fwd: Midas Community Agreement Feedback
Date: Thursday, August 16, 2018 6:32:40 PM

Sent from my iPhone

Begin forwarded message:

From: Andrew Mentzer <singlespeedicus@gmail.com>
Date: August 16, 2018 at 6:25:52 PM MDT
To: Erin Greaves <egreaves@mccall.id.us>
Subject: Midas Community Agreement Feedback

Hi Erin,

Please feel free to distribute my personal comments regarding the Midas Community agreement with Mayor Aymon and members of the council:

Dear City of McCall leadership,

Midas Gold has worked diligently over the last year to formulate a transparent, viable process and platform for communities to have a strategic voice once the mine is permitted and operational. This is part of Midas' moral and cultural fabric of engagement and transparency. Some members of the community have indicated that they would like to know more about the project before the city comes to the table. To me, the order of operations for this approach may be a little misguided. As a member of Midas' Community Agreement steering committee and as an independent board member, I have worked alongside Midas' team to elevate discussions that originated with the America's Best Communities competition years ago, and make sure the mine is informed about regional and local variables. Unfortunately, there seems to have been a muddying of information that is based purely on politics and emotion, which may threaten otherwise productive conversations now and in the future.

Midas is asking the cities and counties throughout the region the following central question: **Would you like to have a conversation that helps us be a better neighbor?** It is my opinion that the answer to this question, no matter who the business is and no matter what the industry is, should be a resounding YES. It is the responsibility of the Forest Service to oversee the permitting of the Stibnite Gold Project. It is the responsibility of the cities to engage in a manner that serves citizens, present and future. The specifics of the restoration and operational elements tied to the project have nothing to do with the community agreement in question. I ask that you remain diligent and objective in your consideration of whether the City should be at the table, and leave the analysis of permitting to the Forest Service and other state and federal agencies charged with that task.

Kindly,

Andrew Mentzer
13980 Turner Road
McCall, ID 83638

City of McCall
City Council

16 Aug 18

Mayor Jackie Aymon
Council Pres Bob Giles
Council Mem Colby Nielsen
Council Mem Melanie Holmes
Council Mem Thomas Sowers

Re: Midas Gold Idaho Community Agreement

I would encourage your endorsement of The City of McCall Community Agreement with Midas Gold Idaho.

The restoration of the Stibnite mining site is critical to the sustainability of the Salmon River. Past strong weather has led to the disruption of the River. Blow Creek is a prime example, if not for the pit a major mess would have occurred. Today the pit is almost full, nothing to stop tailing, old disturbed grounds, or landslides from getting in the River.

Midas Gold Idaho has filed a Plan of Restoration and Operation. In this plan are liners for tailings, restoration of Meadow Creek, restoration of Blow Creek and its wet lands, planting of thousands of trees and restoring fish runs to both creeks.

None of these measures are possible without private monies. Federal dollars, special interest group dollars, etc. have not been forthcoming to restore the site.

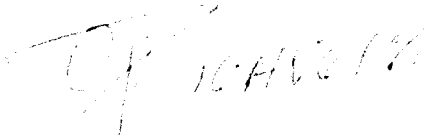
Common practice is to have a place at the table when an offer is made to be a part of the restoration. It is a lot easier and informative to be a part then to be on the outside.

We strongly encourage you to consider the positives of being a member of the Community Agreement.

We were at the heart of developing the community agreements. Locals, drafting the agreements over a year's time, which reflected local wishes and goals.

Thank You for your time and service

Scotty Davenport
Valley County

A handwritten signature in black ink, appearing to read "Scotty Davenport", is written over the printed name. The signature is cursive and somewhat stylized.

Cc Anette Spickard City Manager

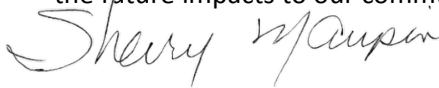
Council members

I was present at the Council meeting where Midas Gold requested your support of an ongoing conversation regarding the Community Partnership Agreements. I also heard concerns from the audience that do not speak to the purpose of this agreement. This document is being drafted by the America's Best Community (ABC) steering committee. During the past 18 months we have been working on a template where we hold and partner with large businesses moving into our area to address and mitigate changes to our region. Midas is the 1st company that we are working with but shouldn't be the last for certain.

We have drafted the Partnership Agreement to reflect our shared values in the regional community of the West Central Mountains and potential impacts that need addressed. As you can see from the document this is not about the approval nor oversight of the Midas Gold project. The Forest Service through the NEPA process will address and control aspects of the mine and oversight of all regulatory processes.

This document holds business and in this case Midas Gold accountable to help provide a forum for continual conversation between the community and the company. It allows for each community to provide a voice for concerns, positive information and future needs that arise from a large business moving into our area. It allows our regional community to help manage change in a sustainable, accountable fashion.

I urge you to join others in becoming a signatory on this document so that we all have a shared voice in the future impacts to our community.

A handwritten signature in cursive script that reads "Sherry Maupin".

Sherry Maupin
376 Verita
McCall ID

Midas Gold Project

Aug 22, 2018

To Whom It May Concern: ^{McCall} (City Manager, City Council & ^{McCall} MEall
City Clerk)

These comments are concerning the Midas Gold's proposal in the South Fork of the Salmon River drainage.

I am concerned about the inevitable water contamination, habitat destruction and large reclamation bill posed by Midas Gold. The possibility of cyanide and other toxic chemicals contaminating the water quality of the East Fork of the South Fork and the South Fork Salmon Rivers and other tributary creek is of concern to me. Also I have concerns about compromising the endangered species habitat (bull trout, for example) from sediment loading and waterway alterations (putting the East Fork of the South Fork into a tube while mining the Glory Hole).

Also, I am concerned about the minimal amount of plant surveys done in the area. Bent-Flower Milkweetch (Astragalus vexilliflexus var. vexilliflexus) is a species of conservation concern in Idaho, and needs to be protected. Any proposed mining operation could be detrimental to this species.

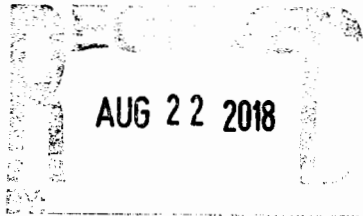
Thank you for your time & consideration.

Marilyn J Olson

Marilyn J. Olson

890 Timber Ridge Ct. (P.O. Box 455)

McCall, ID 83638



From: [Walter Buechler and Dotty Douglas](#)
To: [BessieJo Wagner](#)
Subject: Midas project
Date: Thursday, August 23, 2018 10:21:41 AM

Dear City Clerk,

I would like to express my disapproval of the Midas project. I am very worried about the socioeconomic effects on nearby communities. I am very concerned with spillage and other water problems that virtually always occur with mining operations. The McCall area is a very precious place, clean and healthy, and we should keep it that way.

Thank you.
Dotty Douglas

20 E. Lake Fork Road, Lake Fork and
1192 E. Braemere Rd., Boise
208-345-0933

Sent from my iPad

From: [Alan Hamilton](#)
To: [BessieJo Wagner](#)
Subject: Midas Gold Project
Date: Thursday, August 23, 2018 2:36:50 PM

Dear Mayor and City Council Members,

After reading Midas' POO (plan of operations) submitted to the Forest Service there are several areas of concern that you should be aware of as a river steward. They are:

Groundwater/Surface water impacts.

Metals leaching/release from sulfide bearing ores and;

Acid rock drainage (ARD) from the ore, waste rock and mine tailings.

- Groundwater/Surface water impacts – The POO proposes 3-open pits that will extend to 1000+ feet in depth. During the life of mine this will require extensive dewatering which will result in dramatic drawdowns in the groundwater (GW) aquifer(s). The aquifer(s) or GW regime is connected to surface water (i.e. E. Fork of S. Fork of Salmon R.) and the mine dewatering has a real potential for creating declines in streamflow which negatively affects fish, habitats and dependent wildlife. The water level declines in GW can also impact water well owners in the vicinity of the mine. At a minimum, extensive characterization of the GW regime(s) should be performed to have a grasp of these potential impacts and possible mitigation methods (i.e. where will the pumped GW be conveyed to?). GW characterization should include drilling/installation of a monitoring well network with aquifer testing, water sample collection and analyses. This data should then be fed into various modeling programs such as a finite element numerical model which will graphically represent the drawdown in GW over time as well as the number of years for water levels to equilibrate to pre-mine conditions which can be on the order of decades or centuries. This doesn't include the impacts to fish from the proposed .8-mile diversion tunnel of the E. Fork of S. Fork of Salmon R.
- Metals leaching/release from sulfide bearing ores – The suite of metals associated with this deposit are: antimony, arsenic, cadmium, lead and mercury all of which are toxic to human health and the environment (i.e. fish killers). During mining, various wastes will be generated (i.e. tailings and waste rock) that will contain these metals and will be sources for metals contamination. Their ultimate fate (i.e. management and storage) will be critical to the potential for their release/leaching into the environment. Because the open pits will expose the ore zone(s) to ambient conditions there is a potential contaminant source to GW and surface water. As GW flows through the mine workings and emerges along pit walls it will more than likely contain high levels of these metals in a dissolved state. If this metal bearing water reaches surface water or migrates in the subsurface to a water well then human/environmental exposure is imminent. The company needs to show how these exposure pathways will be offset or eliminated.

- Acid rock drainage (ARD) from the ore, waste rock and mine tailings - Three of the principal ore minerals: pyrite, arsenopyrite and stibnite are sulfide bearing that generate acid when disturbed and exposed to ambient conditions(i.e. water and air). Due to this, extensive geochemical testing of the ore, waste rock and tailings should have been done. This testing comprises what is called Acid-Base Accounting. Through this process the acid generating potential of the various lithologies/materials at the proposed mine are quantified along with necessary neutralization requirements necessary to buffer the materials acidity. This is important particularly when the proposal to backfill one of the open pits (Yellow Pine) is performed and materials used will need to neutralize the acidity of GW that will migrate into the backfilled material. Another concern that doesn't seem to be addressed is the fact that the two remaining open pits will not be backfilled and will be left as pit lakes. Pit lakes under these conditions are notorious for being toxic due to their high concentrations of dissolved metals and acidity. An example of this is a massive kill of thousands of Snow Geese in Butte, MT at the Berkeley Pit lake in Nov., 2016 (see link: <https://www.smithsonianmag.com/smart-news/toxic-montana-lakes-kills-hundreds-and-maybe-thousands-snow-geese-180961356/>).

Finally, I wanted to add that Midas is a Canadian mining company that trades as a penny stock so its financial stability going forward is definitely suspect. I also noticed that only 5-years of post-mining environmental monitoring is proposed which is minimal at best considering the decades long legacy of environmental contamination associated with metal mines throughout the northern and central Rockies.

Thanks,

Alan Hamilton

1046 Valley Rim Rd.
McCall, ID 83638

TO THE McALL CITY COUNCIL & CITY MANAGER:

There are so many questions whirling about in my mind about all of this. Perhaps listening to Joni Mitchell's "Paved Paradise" would do us all a bit of good, help shake at the where to start questions.

- What does the mining project really entail?
- How much is being "dug"?, why?
- What does all that mean?
- Since this is not a United States business, what does that mean?
- Starting with those questions, I have learned a lot, but only simple answers.
- How does this project benefit any local community? Especially if one has a strong tie to watershed resources?
- How do we move forward? Currently unable to fund much needed infrastructure on many levels, with stress from growth, how can communities remain well balanced? The schools are beyond the 2020 projections and the hospital is rebuilding for the future.
- How do we all connect to discuss any and all of the issues of our communities future?
- How are the proponents of this project connected? Are they stockholders? Are they paid? Are they bias?
- What do other communities of the state of Idaho think?
- How will the Council step up to engage with this?

With Regards,
Jynn Lewinski
LYNN LEWINSKI
AUGUST 23, 2018

From: [Shay Tyler](#)
To: [Anette Spickard](#)
Cc: [BessieJo Wagner](#)
Subject: FW: Midas Gold partnership
Date: Wednesday, August 08, 2018 8:42:40 AM

Anette,

I am going to defer to you or BessieJo for a response to this person. I will print it and put it in the Council members mailboxes.

Shay

From: Tamara Nagoda <tnagoda@gmail.com>
Sent: Tuesday, August 07, 2018 6:58 PM
To: Shay Tyler <styler@mccall.id.us>
Subject: Midas Gold partnership

I have some concerns about the Midas Gold proposed partnership. I read the July 26 agenda and partnership agreement and was surprised by the lack of details. I'm currently researching Midas Gold and their Stibnite project. Once I have a better idea of the extent of the project I may contact you again with any environmental concerns.

Right now, my concerns are more related to the partnership itself.

Is the company proposing to employ a significant number of McCall residents? This is not clear in the partnership agreement. If so, where will these employees live? The city already has a dearth of resident housing. Businesses within the city limits are struggling to find employees due to the housing situation. How will Midas Gold contribute to this issue? Will they employ out-of-state people who will take hotel rooms and other accommodations from our established tourism industry?

Midas states that they will be starting a foundation to be funded with some cash (I could not find an amount) and some stock. Midas Gold stock has not performed well at all over the last few years. I also wonder how tying foundation money to the company's profits might pose a conflict of interest for the city. Aside from that concern, does our city need an additional foundation to fund community projects? There are already many non-profit organizations in the community that fund area resources.

Lastly, how will the Stibnite project affect our traffic and city streets? Will there be large trucks and equipment coming through our town? If so, who will pay to improve our roads? Will these concerns be addressed in the agreement?

Overall, it's unclear to me why the city feels it's necessary to partner with Midas Gold at all.

Please share my concerns with the council or let me know how best to communicate with them.

Thanks!

Tamara Nagoda, M.S., CCC-SLP
Speech-Language Pathologist
208.867.8111

City of McCall
City Council

16 Aug 18

Mayor Jackie Aymon
Council Pres Bob Giles
Council Mem Colby Nielsen
Council Mem Melanie Holmes
Council Mem Thomas Sowers

Re: Midas Gold Idaho Community Agreement

I would encourage your endorsement of The City of McCall Community Agreement with Midas Gold Idaho.

The restoration of the Stibnite mining site is critical to the sustainability of the Salmon River. Past strong weather has led to the disruption of the River. Blow Creek is a prime example, if not for the pit a major mess would have occurred. Today the pit is almost full, nothing to stop tailing, old disturbed grounds, or landslides from getting in the River.

Midas Gold Idaho has filed a Plan of Restoration and Operation. In this plan are liners for tailings, restoration of Meadow Creek, restoration of Blow Creek and its wet lands, planting of thousands of trees and restoring fish runs to both creeks.

None of these measures are possible without private monies. Federal dollars, special interest group dollars, etc. have not been forthcoming to restore the site.

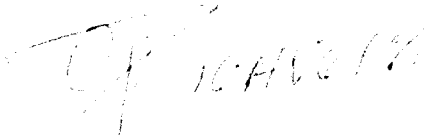
Common practice is to have a place at the table when an offer is made to be a part of the restoration. It is a lot easier and informative to be a part then to be on the outside.

We strongly encourage you to consider the positives of being a member of the Community Agreement.

We were at the heart of developing the community agreements. Locals, drafting the agreements over a year's time, which reflected local wishes and goals.

Thank You for your time and service

Scotty Davenport
Valley County

A handwritten signature in black ink, appearing to read "Scotty Davenport", is written over the printed name. The signature is cursive and somewhat stylized.

Cc Anette Spickard City Manager

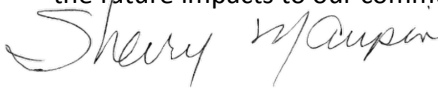
Council members

I was present at the Council meeting where Midas Gold requested your support of an ongoing conversation regarding the Community Partnership Agreements. I also heard concerns from the audience that do not speak to the purpose of this agreement. This document is being drafted by the America's Best Community (ABC) steering committee. During the past 18 months we have been working on a template where we hold and partner with large businesses moving into our area to address and mitigate changes to our region. Midas is the 1st company that we are working with but shouldn't be the last for certain.

We have drafted the Partnership Agreement to reflect our shared values in the regional community of the West Central Mountains and potential impacts that need addressed. As you can see from the document this is not about the approval nor oversight of the Midas Gold project. The Forest Service through the NEPA process will address and control aspects of the mine and oversight of all regulatory processes.

This document holds business and in this case Midas Gold accountable to help provide a forum for continual conversation between the community and the company. It allows for each community to provide a voice for concerns, positive information and future needs that arise from a large business moving into our area. It allows our regional community to help manage change in a sustainable, accountable fashion.

I urge you to join others in becoming a signatory on this document so that we all have a shared voice in the future impacts to our community.

A handwritten signature in cursive script that reads "Sherry Maupin".

Sherry Maupin
376 Verita
McCall ID

Midas Gold Project

Aug 22, 2018

To Whom It May Concern: ^{McCall} (City Manager, City Council & ^{McCall} MEall
City Clerk)

These comments are concerning the Midas Gold's proposal in the South Fork of the Salmon River drainage.

I am concerned about the inevitable water contamination, habitat destruction and large reclamation bill posed by Midas Gold. The possibility of cyanide and other toxic chemicals contaminating the water quality of the East Fork of the South Fork and the South Fork Salmon Rivers and other tributary creek is of concern to me. Also I have concerns about compromising the endangered species habitat (bull trout, for example) from sediment loading and waterway alterations (putting the East Fork of the South Fork into a tube while mining the Glory Hole).

Also, I am concerned about the minimal amount of plant surveys done in the area. Bent-Flower Milkcatch (Astragalus vexilliflexus var. vexilliflexus) is a species of conservation concern in Idaho, and needs to be protected. Any proposed mining operation could be detrimental to this species.

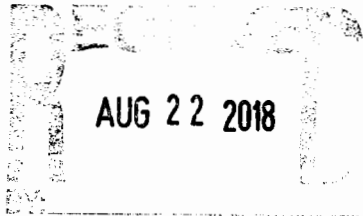
Thank you for your time & consideration.

Marilyn J Olson

Marilyn J. Olson

890 Timber Ridge Ct. (P.O. Box 455)

McCall, ID 83638



From: [Walter Buechler and Dotty Douglas](#)
To: [BessieJo Wagner](#)
Subject: Midas project
Date: Thursday, August 23, 2018 10:21:41 AM

Dear City Clerk,

I would like to express my disapproval of the Midas project. I am very worried about the socioeconomic effects on nearby communities. I am very concerned with spillage and other water problems that virtually always occur with mining operations. The McCall area is a very precious place, clean and healthy, and we should keep it that way.

Thank you.
Dotty Douglas

20 E. Lake Fork Road, Lake Fork and
1192 E. Braemere Rd., Boise
208-345-0933

Sent from my iPad

From: [Alan Hamilton](#)
To: [BessieJo Wagner](#)
Subject: Midas Gold Project
Date: Thursday, August 23, 2018 2:36:50 PM

Dear Mayor and City Council Members,

After reading Midas' POO (plan of operations) submitted to the Forest Service there are several areas of concern that you should be aware of as a river steward. They are:

Groundwater/Surface water impacts.

Metals leaching/release from sulfide bearing ores and;

Acid rock drainage (ARD) from the ore, waste rock and mine tailings.

- Groundwater/Surface water impacts – The POO proposes 3-open pits that will extend to 1000+ feet in depth. During the life of mine this will require extensive dewatering which will result in dramatic drawdowns in the groundwater (GW) aquifer(s). The aquifer(s) or GW regime is connected to surface water (i.e. E. Fork of S. Fork of Salmon R.) and the mine dewatering has a real potential for creating declines in streamflow which negatively affects fish, habitats and dependent wildlife. The water level declines in GW can also impact water well owners in the vicinity of the mine. At a minimum, extensive characterization of the GW regime(s) should be performed to have a grasp of these potential impacts and possible mitigation methods (i.e. where will the pumped GW be conveyed to?). GW characterization should include drilling/installation of a monitoring well network with aquifer testing, water sample collection and analyses. This data should then be fed into various modeling programs such as a finite element numerical model which will graphically represent the drawdown in GW over time as well as the number of years for water levels to equilibrate to pre-mine conditions which can be on the order of decades or centuries. This doesn't include the impacts to fish from the proposed .8-mile diversion tunnel of the E. Fork of S. Fork of Salmon R.
- Metals leaching/release from sulfide bearing ores – The suite of metals associated with this deposit are: antimony, arsenic, cadmium, lead and mercury all of which are toxic to human health and the environment (i.e. fish killers). During mining, various wastes will be generated (i.e. tailings and waste rock) that will contain these metals and will be sources for metals contamination. Their ultimate fate (i.e. management and storage) will be critical to the potential for their release/leaching into the environment. Because the open pits will expose the ore zone(s) to ambient conditions there is a potential contaminant source to GW and surface water. As GW flows through the mine workings and emerges along pit walls it will more than likely contain high levels of these metals in a dissolved state. If this metal bearing water reaches surface water or migrates in the subsurface to a water well then human/environmental exposure is imminent. The company needs to show how these exposure pathways will be offset or eliminated.

- Acid rock drainage (ARD) from the ore, waste rock and mine tailings - Three of the principal ore minerals: pyrite, arsenopyrite and stibnite are sulfide bearing that generate acid when disturbed and exposed to ambient conditions(i.e. water and air). Due to this, extensive geochemical testing of the ore, waste rock and tailings should have been done. This testing comprises what is called Acid-Base Accounting. Through this process the acid generating potential of the various lithologies/materials at the proposed mine are quantified along with necessary neutralization requirements necessary to buffer the materials acidity. This is important particularly when the proposal to backfill one of the open pits (Yellow Pine) is performed and materials used will need to neutralize the acidity of GW that will migrate into the backfilled material. Another concern that doesn't seem to be addressed is the fact that the two remaining open pits will not be backfilled and will be left as pit lakes. Pit lakes under these conditions are notorious for being toxic due to their high concentrations of dissolved metals and acidity. An example of this is a massive kill of thousands of Snow Geese in Butte, MT at the Berkeley Pit lake in Nov., 2016 (see link: <https://www.smithsonianmag.com/smart-news/toxic-montana-lakes-kills-hundreds-and-maybe-thousands-snow-geese-180961356/>).

Finally, I wanted to add that Midas is a Canadian mining company that trades as a penny stock so its financial stability going forward is definitely suspect. I also noticed that only 5-years of post-mining environmental monitoring is proposed which is minimal at best considering the decades long legacy of environmental contamination associated with metal mines throughout the northern and central Rockies.

Thanks,

Alan Hamilton

1046 Valley Rim Rd.
McCall, ID 83638

TO THE McALL CITY COUNCIL & CITY MANAGER:

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- What do other communities of the state of Idaho think?
- How will the Council step up to engage with this?

With Regards,
Jynn Lewinski
LYNN LEWINSKI
AUGUST 23, 2018

CC: Council, City Clerk, Manager

To The City Council:

The McCall City Council should rescind their prior letter of support for the Midas Gold Mine project proposal.

Recently it was determined that more research, education and community input was needed to be able to come to a more knowledgeable decision.

Rescinding the prior letter made with a different Council and City Manager would show a more coherent approach to the situation.

Respectfully,

Lynn

Lynn Lewinski
August 30, 2018

SEP 04 2018

COMMUNITY AGREEMENT

EFFECTIVE THIS ___ DAY OF _____, 2018

AMONG

THE COMMUNITIES OF [NTD: ADD LIST ONCE FINALIZED]

AND

[NTD: ADD LIST ONCE FINALIZED] COUNTIES

AND

MIDAS GOLD

TABLE OF CONTENTS

[NTD: populate contents automatically and format]

DRAFT

PREAMBLE

WHEREAS the Parties to this Community Agreement want to understand each other's values, goals and objectives, and want to communicate in an open, respectful, and transparent manner.

WHEREAS Midas Gold Corp. ("MGC") is a publicly listed company with its subsidiary, Midas Gold Idaho, Inc. ("MGII"), being the operating entity for the Stibnite Gold Project. MGC and MGII are, collectively, "Midas Gold".

WHEREAS the Communities that are signatories to this Agreement may be affected by the Stibnite Gold Project.

WHEREAS Midas Gold is committed to being a good citizen, to partner with the Community, and to be a catalyst for positive, sustainable change.

WHEREAS Midas Gold is committed to socially and environmentally responsible activities now and throughout the life of the Stibnite Gold Project and wishes to formalize this commitment for the long term.

WHEREAS site restoration and development of mineral resources at Stibnite (the "Stibnite Gold Project" or "Project"), has been proposed in the Plan of Restoration and Operations ("PRO") that Midas Gold filed with the United States Forest Service ("Forest Service") and other regulatory authorities in September 2016 and is currently under a public and regulatory review process, in accordance with the National Environmental Policy Act ("NEPA").

WHEREAS the Stibnite Gold Project will have an effect on the local Community.

WHEREAS the Parties want to encourage Community participation in the Project.

WHEREAS the Parties want to create a long-term working relationship based on mutual trust, respect, transparency and accountability, that also provides for firm commitments to care for people and the environment while supporting economic opportunity for the region.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1 COMMITMENTS

The Parties want to support each other in achieving a positive and values-based vision for the future of the region, particularly as it pertains to the Stibnite Gold Project's impact on communities.

This Community Agreement is not an endorsement of the Stibnite Gold Project and does not contain any obligation to endorse the Stibnite Gold Project.

The purpose of this Community Agreement is to create a mechanism and opportunity for the communities in Idaho's West Central Mountains area and Midas Gold to discuss in good faith the impacts of the Stibnite Project on the communities and to create resources and processes to achieve positive outcomes.

Accordingly, each Party agrees to:

- Participate in the Stibnite Advisory Council;
- Participate in the NEPA comment period for the Stibnite Gold Project; and
- Participate in the Stibnite Foundation.

For greater clarity:

- **Stibnite Advisory Council** – To participate in the Stibnite Advisory Council means that the Parties will collectively establish an advisory council comprised of designees from the Communities. The Council will serve as the principal forum for communication among the Parties regarding the Stibnite Gold Project now and throughout the life of the Project, and it will also provide oversight for the implementation of this Community Agreement in an efficient, solution-oriented, timely and cooperative manner. See Chapter 2 for further details.
- **NEPA comment period** – To participate in the NEPA comment period means taking reasonable steps to understand the Stibnite Gold Project and subsequently providing an informed comment letter to the Forest Service. "Reasonable steps" may include information sharing, discussion, and potential resolution of matters related to the Project by participating in the meetings of the Stibnite Advisory Council. See Chapter 2 for further details.
- **Stibnite Foundation** – To participate in the Stibnite Foundation means an individual from each Community will be designated to serve on the board of a charitable foundation that will support the objectives of the region's residents. Funding will be provided to the Stibnite Foundation by Midas Gold. See Chapter 3 for further details.

CHAPTER 2

COMMUNICATION AND STIBNITE ADVISORY COUNCIL

The Parties value open, transparent communication and desire to implement this Community Agreement effectively and cooperatively in accordance with its terms. Accordingly, they shall collectively establish an advisory council (the “Stibnite Advisory Council”).

As soon as practicable, and thereafter on an annual basis, each Party shall, in accordance with its own rules, designate an individual (“Representative”) to serve a one-year term as a member of the Stibnite Advisory Council.

Midas Gold’s Representative shall serve as Chair of the Stibnite Advisory Council until a Chair is elected in accordance with rules established by the Council.

At any time, and at its sole discretion, a Party may remove its designated Representative from the Stibnite Advisory Council. The Party shall take reasonable steps to designate a replacement.

The Parties intend that, as soon as practicable, and in any event not later than March 31, 2019, the Stibnite Advisory Council will establish rules governing its operation, including, but not limited to, matters such as meeting schedule, voting, election of a Chair, staggering of terms to provide continuity to the Council, replacement of Representatives, appointment of alternates and/or successors.

The Parties intend that the Stibnite Advisory Council will, on an ongoing basis, provide regular updates to the Parties regarding the Council meetings and the implementation of this Agreement. Such updates may take the form of a letter, newsletter, presentation, blog, video or other method deemed suitable by the Council.

Midas Gold shall provide reasonable administrative support and resources to the Council.

The Parties intend that the Stibnite Advisory Council discuss topics of interest to the Parties at the relevant time, which may include, but are not limited to:

1. Project status
2. Safety & Environment
3. Employment and Workforce Training
4. Business Opportunities
 - a. Contracting
 - b. Supply of consumables
 - c. Services
5. Housing & Infrastructure:

- a. Transportation and Access
 - b. Power and Communication Infrastructure upgrades
 - c. Road Maintenance
 - d. Traffic
 - e. Recreational access and use
6. Community Support & Sustainability:
- a. Stibnite Foundation
 - b. Education
 - c. Health and Fitness
 - d. Humanities, Arts, and Culture
 - e. Police and Fire
 - f. Recycling (Metals, Paper, Glass)
 - g. Local Food Economy- Greenhouses, Gardens, Composting

The Parties intend that the Council may, on an as-needed basis, establish working groups, comprised of a subset of the Representatives, to discuss matters of greater interest to some of the Parties. Such matters include, but are not limited to, environment, workforce, business opportunities and sustainability, transportation and any other matters the Council deems advisable.

Possible working groups that may be established by the Council include:

- Environment, Health & Safety;
- Employment & Training;
- Business Opportunities;
- Housing & Infrastructure;
- Tourism & Recreational Access; and
- Any other working group deemed advisable by the Council.

Participation in the NEPA Comment Period

Parties shall take reasonable steps to be informed about the Stibnite Gold Project with the purpose that being informed improves open communication and resolutions. Participation in the Stibnite Advisory Council is intended to help fulfil this obligation of the Parties.

Each Party shall provide one or more documents (each a “Comment Letter”) to the Forest Service during one or more of the public comment periods of the NEPA process related to the Stibnite Gold Project.

CHAPTER 3

THE STIBNITE FOUNDATION

Midas Gold [CONFIRM when established:] has established the Stibnite Foundation to provide a long-term and sustainable mechanism to fund projects that are of benefit to the Community.

Midas Gold intends that the Stibnite Foundation provide a resource available to assist the Stibnite Advisory Council in resolving matters that are important to the Community and that may be associated with the impact of the Project. Applications to the Stibnite Foundation will be accepted from all eligible entities. An entity that is not a signatory to this Agreement still may apply to the Stibnite Foundation for funding.

As soon as practicable, and thereafter on an annual basis, each Party shall, in accordance with its own rules, designate an individual (“Board Member”) to serve a minimum one-year term on the board of the Stibnite Foundation and help determine the distribution of funds in accordance with the bylaws of the Stibnite Foundation.

Midas Gold’s designee shall serve as the initial Chair of the Stibnite Foundation.

At any time and at its sole discretion, a Party may remove its designee from the Stibnite Foundation Board. The Party shall take reasonable steps to designate a replacement.

Midas Gold will fund the Stibnite Foundation in installments as the Stibnite Gold Project progresses. This allows the Company to share the results of its growth with the Stibnite Foundation and, by extension, with the Community.

Within 60 days of the effective date of this agreement, Midas Gold will make an initial grant to the Stibnite Foundation of \$100,000 and, subject to regulatory approval, 1.5 million shares of Midas Gold Corp.

In the first quarter of 2019 and 2020 Midas Gold shall make additional grants of \$100,000 each to the Stibnite Foundation.

Upon receipt of a positive Record of Decision for the Stibnite Gold Project, Midas Gold shall make a further grant of \$100,000 to the Stibnite Foundation.

Upon receipt of all permits and approvals necessary for the commencement of construction of the Stibnite Gold Project, Midas Gold shall make a grant of \$100,000 and, subject to regulatory approval, 1.5 million shares of Midas Gold Corp. to the Stibnite Foundation.

Upon commencement of Construction, as publicly declared by Midas Gold Corp., and in the first quarter of every subsequent full year of Construction, Midas Gold shall make a grant of \$250,000 per year to the Stibnite Foundation.

Upon commencement of Commercial Production, as publicly declared by Midas Gold Corp., and in every subsequent full year of Commercial Production, Midas Gold shall make a grant of not less than [NTD: indicate minimum payment \$*] to the Stibnite Foundation, payable in quarterly installments in accordance with the following formula:

[NTD: formula based on profitability (1% of after tax and principal - assuming 60% debt and 8% interest payments), with \$*annual minimum]

Any overpayment made to achieve the minimum payment in any given year will be considered an advance on future payments and the overpayment amount(s) will be carried forward to offset the payment(s) in the subsequent year(s) that exceed the minimum amount.

Upon commencement of the final Reclamation phase of the Stibnite Gold Project, as publicly declared by Midas Gold Corp., Midas Gold shall make a final, one-time grant of \$1 million to the Stibnite Foundation.

The Parties intend for the Stibnite Foundation to award funding for projects that are, among other things, likely to provide benefits to the communities of the region. Depending on the project, the Stibnite Foundation may provide matching funds to complete requirements for an award of a larger grant or it may fund smaller projects in their entirety. Midas Gold intends the cash it provides to the Stibnite Foundation should be distributed each year, except for a percentage allocated to a long-term endowment, and that the shares of Midas Gold Corp. be retained longer-term in order to provide the basis for a lasting endowment.

CHAPTER 4

GENERAL MATTERS

Interpretation

The Preamble is an integral part of this Agreement.

Any Appendices that may be attached to this Agreement are provided solely as supplemental information and are not part of this Agreement.

Headings contained in this Agreement, including the table of contents, are included for convenience only, and do not affect the construction or interpretation of any provision in this Agreement.

All capitalized terms have the meanings ascribed to them in this Agreement.

Effective Date and Term of Agreement

The Effective Date of this Community Agreement is the date first written above.

This Community Agreement shall terminate automatically on the date that one year following the commencement of the final Reclamation phase of the Stibnite Gold Project as publicly announced by Midas Gold Corp. (the “Termination Date”).

Opt-Out

Any Party, except for Midas Gold, may opt out of this Community Agreement, and have no further obligation under this Agreement, by providing written notice to each other Party.

Midas Gold, and any successors or assigns of Midas Gold, may not opt out of this Agreement and shall be bound by its obligations under this Agreement until the Termination Date.

Amendments

This Agreement may be amended only by agreement of a super-majority of at least two-thirds of the Parties. Amendments may include the addition of one or more communities that may, in future, want to participate in this Community Agreement.

Responsibilities of the Parties

Each Party acknowledges the value of openness and transparency and acknowledges its own responsibility for following applicable laws, rules and regulations.

Entire Agreement

This Agreement is the entire agreement among the Parties.

Notices to Parties

To be effective, a Notice must be in writing, signed by the initiating Party, and delivered to the receiving Party at its usual office address.

News Releases and Public Announcements

Parties will take reasonable steps to coordinate with each other regarding any news release and/or public announcement regarding this Community Agreement or the collective actions contemplated herein.

Default or Breach of Agreement

A Party will be in default or in breach of this Agreement only if such Party receives Notice of an alleged default or breach and does not cure within 30 days of such Notice.

Governing Law

This Agreement shall be governed by the laws of the State of Idaho.

Dispute Resolution

In the event of a dispute or disagreement among the Parties with respect to the interpretation, application or performance of any provision of this Agreement or concerning any amount or payment described herein or an allegation by one Party that another Party is in default, the Party raising the dispute or disagreement or alleging the default may give notice in writing to the other Party, with a copy of such notice to each other Party, providing particulars of the matter in dispute or disagreement or of the default alleged and, if possible, the remedy sought.

Within 10 days after the date of the above notice, the Parties shall meet and shall use best efforts to resolve the matter in good faith, such discussions to be completed within 30 days thereafter unless additional time to complete the discussions is provided by agreement of the Parties.

If there is no mutually acceptable resolution of the dispute or disagreement or alleged default within the time set out above, the Party raising the dispute or disagreement or alleging the default,

may, and provided such Party has the agreement in writing of a majority of the other Parties to this Agreement, take the matter to mediation under applicable laws.

If there is no resolution, acceptable to a majority of the Parties, of the dispute or disagreement or alleged default within the time set out above, then within 90 days, the Parties will take the matter to arbitration under applicable laws by a suitably qualified arbitrator, who shall be a person mutually agreeable to the Parties; provided that, if the Parties are unable to agree on an arbitrator within 15 days after the initiating Party has notified the other Party of its intention to arbitrate the matter, the Chair of the Stibnite Advisory Council shall choose the arbitrator within a further 30 days.

The decision of the arbitrator shall be binding on the Parties and no further action may be taken by the Parties.

CHAPTER 5
SIGNATORIES

IN WITNESS THEREOF, the Parties hereto have executed, in the spirit of cooperation, this Community Agreement effective on the date first written above.

DRAFT

APPENDIX 1

VISION AND OBJECTIVES OF THE COMMUNITY AGREEMENT

VISION

Create a long-term partnership that provides for transparency and accountability, as well as firm commitments to care for people and the environment while supporting economic opportunity for the region.

OBJECTIVES

Midas Gold and the communities of the West Central Mountains area are committed to open communication and working in partnership to ensure long-term, positive working relationships are developed. Midas Gold and the West Central Mountains Community Partnership advisory group worked together to create this Community Agreement to help guide certain elements surrounding the Stibnite Gold Project in accordance with shared values and the following objectives:

- Establish and maintain a positive and enduring relationship based on transparency, mutual trust and respect, and accountability during all phases of the Stibnite Gold Project (“Project”).
- Establish and support an advisory committee to maintain transparency and facilitate open and regular communication regarding the Project.
- Facilitate positive and sustainable benefits within the communities of the West Central Mountains area by forming partnerships around matters such as communication, environment, health and safety, workforce training and employment, business opportunities, housing and infrastructure, recreational access and use, community support and sustainability.
- Establish and fund a charitable foundation (the “Stibnite Foundation”) to provide a method for the Community to directly influence the expenditure of financial benefits dispersed by the mine in accordance with our shared values.
- By continuing to deliver on commitments, Midas Gold will build and demonstrate support for the Stibnite Gold Project among citizens of the West Central Mountains area.
- Provide a robust mechanism to satisfactorily resolve matters of mutual interest as the Stibnite Gold Project advances, and to allow for the Community to express support for the Project during the public comment periods of the NEPA process.

APPENDIX 2

SHARED VALUES

Our Commitment for a Sustainable Tomorrow

Collectively, we want to create an enduring model of partnership, transparency and accountability that will advance our shared Community values.

As the Stibnite Gold Project moves forward, some changes will occur in our region. We believe this Agreement can provide a path for local community members to influence how Midas Gold conducts its business and continues to grow along with the Community. This values-based Agreement will help ensure that the changes that come are positive and balance economic opportunities with the desire to support local families, promote quality of life, and protect the environment.

In this Community Agreement, we make firm commitments regarding key matters such as communication, employment, education, health and safety, protection of the environment and infrastructure, as worked out in collaboration with local community leaders.

To ensure these commitments are met, we will:

1. Support the creation of an advisory council, formed primarily of residents from the West Central Mountains area of Idaho, and
2. Establish a charitable foundation (the “Stibnite Foundation”) to provide a method for the Community to directly influence the expenditure of financial benefits dispersed by the mine to community endeavours in accordance with our shared values.

Our Shared Values

Our shared values reflect who we are and what we stand for as we collectively develop a value-based vision for our future.

- **Transparency** – We believe in honest and open relationships.
- **Quality of Life** – We believe that our actions and activities should be of mutual benefit to all parties, with the intent of advancing the values of the communities in which we live and work.
- **Sustainability** – We work hard to ensure that the effect the mine has on the Community remains positive and enduring, based on human relationships, shared values and

recognizing the historical and cultural base of natural resources, mining, timber, ranching, recreation and tourism.

- **Economic Opportunity** – We will work with local and regional educational facilities to encourage a pathway for Idahoans to advance professionally and personally, including access to education and training that provides opportunities for employment and business engagement for the Stibnite Gold Project and throughout the region, now and for the future.
- **Environmental Conservation** – We will continue to create ways for the economy and Community to work in tandem to support and restore the natural environment.
- **Safety** – We are creating safe environments for Idahoans to work and play so our employees, our families and our residents feel safe at home, at work and in the outdoors.
- **Accountability** – We are responsible for delivering on our commitments.

APPENDIX 3

WEST CENTRAL MOUNTAINS AREA OF IDAHO

The West Central Mountains area of Idaho, for the purposes of this Agreement, is defined as encompassing all the communities within Valley County and Meadows Valley, as well as the Cities of Council and Riggins.

The phrase *“That which unites us is far greater than that which separates us”* applies to the communities and people of Adams, Idaho and Valley counties. Historically, the culture and way of life in Valley, Idaho and Adams counties were shaped by ranching, lumber, mining, and tourism. We are proud of our heritage, appreciative of our natural beauty, and progressive – as a region – to work collaboratively to both preserve and advance our quality of life.

Our region’s selection in 2015 as finalists (top 8 out of 357 entries) in *America’s Best Community* contest demonstrates our commitment to be united in resolving the challenges experienced across our area. As a part of that contest, seven hundred local residents were surveyed to discover their personal vision for current and future generations. Those responses were compiled into the statement below:

“As ranchers, forest workers, service industry workers, retirees, educators, business owners, miners, parents, part-time or fulltime residents, we learned we collectively value our wide open vistas and the environment; we learned that we all benefit if families earn sustainable living wages; we were reminded that kindness, regard for differences, waving and saying hello, helping friends and strangers, and pausing to enjoy beauty are the foundations of being America’s Best Community.

It is the new norm in our region to address our mutual social and economic challenges by sharing resources, compassion and ingenuity. It’s hard for children to grow up today in all our communities; it’s hard for wage earning families to provide financial necessities, it’s hard to stay healthy and pay medical bills, it’s hard to find tranquility in this information-bombardment era. Roads and schools need repair and replacing, we need hospitals and police. These are true if you live in Riggins, McCall, Cascade, Council, Donnelly, or New Meadows. We are one of America’s Best Communities because we have collective resolve to overcome these challenges and because we value the common good for all.”

Our vision and our shared challenges are the foundation that make this Community Agreement prudent and practical.

VISION

Knowing who you are, what you value, and where you are going is as valuable for communities as it is for individuals. Fortunately for our West Central Mountains communities, when we entered *America's Best Community* (ABC) contest as a region five years ago, our local ABC leadership committee realized the importance of surveying local citizens to hear their vision for their communities and surrounding areas. Over 700 surveys were received, and a writer was hired to create a composite vision from these individual voices.

As concerns this community agreement, The West Central Mountains Community Agreements Committee decided it would be extremely reflective and genuine to reprint here the entirety of the ABC vision.

The America's Best Community vision:

“Historically, mining, lumber, ranching, and tourism shaped the cultural and economic vitality of our region. Our vision builds upon the best from our history, capitalizes on our natural resources, and provides opportunities to be healthy, optimistic and fully able to meet family and social needs.

We believe ranching makes prudent use of grasslands and helps sustain the encompassing mountain views we adore. We believe mining, the once dominant industry which initiated population of our region, can return as an eco-friendly industry. We believe forest management will continue providing stable employment and support tourist access to scenic and wild destinations.

In order to flourish and provide year-round, family-supporting wages, these industries depend on upgraded infrastructures: safe highways, robust telecommunications, municipal services, and affordable housing. We believe we can remain rural, yet connected and affordable.

We believe personal fulfillment is an important element of a prosperous community. As such, we see ready access to life-long learning and a community rich in arts and entertainment as critical to our success.

Our vision includes ready access to healthcare for all through expanding and developing our infrastructure. We believe health education and overall wellbeing is elemental to our success and overall economic vitality.

Our most precious resource, and the foundation of our vision, is caring, civic-minded citizens. Robert Wood Johnson Foundation recently studied Valley County as one of America's 20 most unusually healthy counties. Their conclusion: we encompass an extraordinary network of non-profit organizations, volunteerism, and community engagement.

Collectively, we believe in a future where the best of what we enjoy today -- open spaces, clean air, boundless recreation -- is carefully blended with year-round jobs, living wages and robust educational and vocational opportunities. Our intent is not to reinvent our area but to retain the best of what makes our community special and unique.

We have the essential ingredients, momentum, vision and collective determination to become one of America's best communities."

As an addendum to the ABC vision, we would like to add one very visual scenario to the above vision. We see each community's officials and concerned citizens sitting with representatives from the Stibnite Gold Project in a room with a large white board and listing challenges and opportunities that need to be addressed. The attendees are open-minded, determined, informed, civil, honest and willing to work together for the greatest common good. A room full of people enhancing the short-term and long-term social, environmental, and economic determinants of health, happiness and safety of all people living within the reach of the Stibnite Gold Project—it's achievable, it's a new future, and we all believe that the Stibnite Gold Project can be a catalyst for positive change in the West Central Mountains area of Idaho.

APPENDIX 4

STIBNITE GOLD PROJECT

The Stibnite Gold Project represents a rare opportunity to use private investment to restore an area impacted by over 100 years of extensive mining-related activities. Through mining, the Project will restore salmon migration into the headwaters of a branch of the Salmon River, clean up a large abandoned mine site that has compromised water quality, and strengthen the local economy. Midas Gold has been, and will continue to be, committed to working with the communities surrounding the project to ensure transparency, partnership and mutual gain.

In the Plan of Restoration and Operations (PRO) submitted for regulatory review, Midas Gold proposes to address many of the historical impacts at the site in the initial stages of the Project. These early-stage activities will lead to a fully reclaimed site on closure that supports a robust, naturally self-sustaining ecosystem with enhanced habitat to support native fish and wildlife populations. Before final permits are obtained, Midas Gold will provide financial assurances to fund site restoration.

The Stibnite Gold Project would generate significant employment and economic benefits to the local communities, counties, Idaho, and the Nation, providing hundreds of direct and indirect well-paying jobs, with benefits, in Idaho during the estimated 15-year construction and operations periods. The Project would contribute significant local, state, and federal taxes. Assuming wages ranging from \$80,000 to \$85,000 per year per person and an average direct Project workforce of 600 people, the total annual payroll for direct employment during operations would range between \$48 million and \$51 million. As detailed in the 2014 preliminary feasibility study (PFS), the Stibnite Gold Project would generate significant tax revenues for the various levels of government during the 15-year construction and operating life of the Project.

Midas Gold has always looked to Idaho first for its workforce and for the materials needed for the Stibnite Gold Project. There will be many opportunities for local businesses to contract with Midas Gold throughout all phases of the Project. Midas Gold aims to continue to encourage local hiring, contracting, and provision of supplies and services within the local communities and Valley County whenever possible and fiscally responsible.

Midas Gold considers site restoration, closure and reclamation work to be an integral and important component of the Project. The Project will simultaneously advance economic development, infrastructure, and national security goals along with environmental goals. It will achieve a strong environmental outcome, while supplying well-paid jobs for the local economy for an extended period of time.

From: [Anette Spickard](#)
To: [BessieJo Wagner](#)
Subject: FW: Midas Gold
Date: Monday, September 10, 2018 8:43:35 AM

FYI for correspondence file.

From: Jackie Aymon
Sent: Sunday, September 09, 2018 2:51 PM
To: City Council <CityCouncil@mccall.id.us>; Anette Spickard <aspickard@mccall.id.us>
Subject: Fw: Midas Gold

FYI

From: sjones 2ndhomes.com <sjones@2ndhomes.com>
Sent: Wednesday, September 5, 2018 4:03 PM
To: Jackie Aymon
Subject: Midas Gold

Hi Jackie

I am sending you a quick note about the Midas Gold project. I think and I also think many do, that the City has no place to make comments, or recommendations on a project that is being studied on the environmental effects on our area. The Forest Service is the agency responsible for this study and having a other government agency that has no skin in the game I feel is not appropriate while this study is being done.

IF the forest service reached out to the City for comment I would think it best for you and the rest of the council to pass on this. Midas gold has a lot of money to give out and I know that is tempting to anyone. However during the forest service study lets just agree to keep out of the discussion as a City.

The Forest Service is doing a great job of getting all the data and information on the project and I don't think does any of us any good to have our City involved.

Jackie would be happy to meet you about this issue or any others, I have always found you to have a open mind.

One more thing, the biggest impact to any town with this project is Cascade. The new road they will build to the project if approved would start in Cascade and I believe they will be the

most impacted. 200 miners yikes!

Thank you



Steve Jones

Real Estate Specialist Jones Group, McCall Real Estate
Associate Broker

p: 208.634.6497 p/f: 208.258.4421 a: 301 E Lake Street, McCall ID, 83638

w: www.2ndhomes.com e: sjones@2ndhomes.com

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From: annienies@gmail.com
To: [BessieJo Wagner](#)
Subject: Midas Gold.
Date: Tuesday, September 11, 2018 12:21:50 PM

Greetings.

I have lived here off and on since 1976 and have never seen a more intense p.r. Campaign to sway people to their side than the one Midas is waging. I am deeply concerned that the mine will ruin the south fork of the salmon for the fish we have worked so hard to bring back. Please do not support this company's attempt to roll over all of us.

Thank you.

Ann M. Nies. P.O. box 1932 mccall Idaho. 208-630-4545.

Sent from my iPhone

From: [Anette Spickard](#)
To: [BessieJo Wagner](#)
Subject: FW: Midas Gold's request to McCall City Council Sept. 13 agenda item
Date: Tuesday, September 11, 2018 11:31:41 AM
Attachments: [image001.png](#)

For the Midas Gold correspondence file

From: Anette Spickard
Sent: Tuesday, September 11, 2018 11:31 AM
To: 'Charles Ray' <marm@frontiernet.net>; Jackie Aymon <jaymon@mccall.id.us>
Cc: Bob Giles <bgiles@mccall.id.us>; Colby Nielsen <cnielsen@mccall.id.us>; Melanie Holmes <mholmes@mccall.id.us>; Thomas Sowers <tsowers@mccall.id.us>
Subject: RE: Midas Gold's request to McCall City Council Sept. 13 agenda item

Hello Mr. Ray,

This is to acknowledge receipt of your email. I will give a copy to the City Clerk for our public record file on Midas Gold.

Thank you,

Anette Spickard | City Manager
216 E Park Street | McCall | ID 83638
Direct: 208.634.1003 | Fax: 208.634.3038



Web: www.mccall.id.us
Blog: cityofmccall.wordpress.com
Social: [Facebook.com/cityofmccall](https://www.facebook.com/cityofmccall)

From: Charles Ray <marm@frontiernet.net>
Sent: Tuesday, September 11, 2018 11:29 AM
To: Jackie Aymon <jaymon@mccall.id.us>
Cc: Bob Giles <bgiles@mccall.id.us>; Colby Nielsen <cnielsen@mccall.id.us>; Melanie Holmes <mholmes@mccall.id.us>; Thomas Sowers <tsowers@mccall.id.us>; Anette Spickard <aspickard@mccall.id.us>
Subject: Midas Gold's request to McCall City Council Sept. 13 agenda item

Re: Midas Gold's request to place a council member or staff person on a working group to draft a community agreement as stated in their Sept. 5 letter to you

Council members and Ms. Spickard,

Sept. 11, 2018

Please confirm receipt of this e-mail.

I am unable to attend your Sept. 13 meeting. I hope you will consider these comments.

I urge the Council to reject this request. Despite Ms. Sayer's claim that there will be , ".....no obligation to sign the Agreement once language is finalized.", participation by City staff or Council member(s) in such a working group is an action that clearly prejudices future selection of alternatives. In my view, the Council must keep all options open until all the impacts of the proposed Stibnite mine are revealed by the final Environmental Impact Statement.

I object to Midas' request that McCall taxpayers' money, in the form of staff or Council member's pay, be used to draft an agreement that can only serve Midas' interests. It is my belief that any community agreement offered by Midas will be drafted by the best corporate lawyers at (Vancouver) Midas Gold's and Barrick's disposal. It will ultimately be drafted to protect and promote Midas' and Barrick's interests at every turn, regardless of the City's participation on a drafting committee.

If Midas persists in pressuring the City to enter into some sort of agreement, I urge the Council to let Midas draft it without the City's participation. If there is any interest in the agreement, the City can first review the Final Environmental Impact Statement, then seek out and pay for comparable legal expertise to evaluate the draft agreement in order to fully protect the City resident's interests.

To reiterate - Participation by the City in the drafting of any agreement clearly prejudices future selection of alternatives. Signing any agreement or making any endorsement prior to a final Environmental Impact Statement would be an action based on incomplete information and is premature.

Thank you.

Sincerely,

Charles Ray
McCall city resident

From: [Anette Spickard](#)
To: [BessieJo Wagner](#)
Subject: FW: September 13 City Council Meeting
Date: Thursday, September 13, 2018 10:45:30 AM

For the correspondence folder

From: Jackie Aymon
Sent: Thursday, September 13, 2018 7:54 AM
To: City Council <CityCouncil@mccall.id.us>; Anette Spickard <aspickard@mccall.id.us>
Subject: Fw: September 13 City Council Meeting

FYI

From: Lana Weber <lweber@idahoconservation.org>
Sent: Tuesday, September 11, 2018 4:24 PM
To: Jackie Aymon
Cc: Bob Giles; Colby Nielsen; Melanie Holmes; Thomas Sowers
Subject: September 13 City Council Meeting

Dear Madam Mayor and McCall City Council,

We are unable to have an Idaho Conservation League staff member attend the September 13th City Council meeting, but I hope you consider these comments.

Our members and supporters who reside in McCall have been urging our organization to contact you in regards to the Midas Gold request of a draft Community Benefit Agreement which is on the Council September 13, 2018 agenda.

At ICL, we have followed the Midas Gold project for many years, and feel it is in the City's best interest to not sign any agreement until the estimated environmental costs of the project are actually known. When the opportunity presents itself to review the final Environmental Impact Statement, we urge the City to seek feedback from McCall residents and business owners to identify the potential future impacts of your community. Action based on incomplete information is premature.

Sincerely,

Lana Weber, Community Engagement Associate
Idaho Conservation League

--

Lana Weber

Community Engagement Associate

Idaho Conservation League

PO Box 844, Boise, ID 83701

[208.345.6933 x 16](tel:208.345.6933) • fax [208.344.0344](tel:208.344.0344)

<http://www.idahoconservation.org>



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From: [Anette Spickard](#)
To: [BessieJo Wagner](#)
Subject: FW: Midas Gold's request to McCall City Council Sept. 13 agenda item
Date: Tuesday, September 11, 2018 11:31:41 AM
Attachments: [image001.png](#)

For the Midas Gold correspondence file

From: Anette Spickard
Sent: Tuesday, September 11, 2018 11:31 AM
To: 'Charles Ray' <marm@frontiernet.net>; Jackie Aymon <jaymon@mccall.id.us>
Cc: Bob Giles <bgiles@mccall.id.us>; Colby Nielsen <cnielsen@mccall.id.us>; Melanie Holmes <mholmes@mccall.id.us>; Thomas Sowers <tsowers@mccall.id.us>
Subject: RE: Midas Gold's request to McCall City Council Sept. 13 agenda item

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Thank you,

Anette Spickard | City Manager
216 E Park Street | McCall | ID 83638
Direct: 208.634.1003 | Fax: 208.634.3038



Web: www.mccall.id.us
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Sent: Tuesday, September 11, 2018 11:29 AM
To: Jackie Aymon <jaymon@mccall.id.us>
Cc: Bob Giles <bgiles@mccall.id.us>; Colby Nielsen <cnielsen@mccall.id.us>; Melanie Holmes <mholmes@mccall.id.us>; Thomas Sowers <tsowers@mccall.id.us>; Anette Spickard <aspickard@mccall.id.us>
Subject: Midas Gold's request to McCall City Council Sept. 13 agenda item

Re: Midas Gold's request to place a council member or staff person on a working group to draft a community agreement as stated in their Sept. 5 letter to you

Council members and Ms. Spickard,

Sept. 11, 2018

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I object to Midas' request that McCall taxpayers' money, in the form of staff or Council member's pay, be used to draft an agreement that can only serve Midas' interests. It is my belief that any community agreement offered by Midas will be drafted by the best corporate lawyers at (Vancouver) Midas Gold's and Barrick's disposal. It will ultimately be drafted to protect and promote Midas' and Barrick's interests at every turn, regardless of the City's participation on a drafting committee.

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To reiterate - Participation by the City in the drafting of any agreement clearly prejudices future selection of alternatives. Signing any agreement or making any endorsement prior to a final Environmental Impact Statement would be an action based on incomplete information and is premature.

Thank you.

Sincerely,

Charles Ray
McCall city resident

From: [Anette Spickard](#)
To: [BessieJo Wagner](#)
Subject: FW: Midas
Date: Thursday, September 13, 2018 10:45:46 AM

For the correspondence folder

From: Jackie Aymon
Sent: Thursday, September 13, 2018 7:53 AM
To: City Council <CityCouncil@mccall.id.us>; Anette Spickard <aspickard@mccall.id.us>
Subject: Fw: Midas

FYI

From: Jerry Randolph <jzrandolph@frontiernet.net>
Sent: Wednesday, September 12, 2018 9:59 AM
To: Jackie Aymon
Subject: Midas

Jackie;

I learned just yesterday (9-11 ironically) that Midas Gold is asking the City of McCall to give its endorsement to their mining project at Stibnite...in return for cash incentives. May I please insist you emphatically deny Midas their request for a host of reasons. Even though I have a deep appreciation for the difficulties involved in turning down money when there is so much need, I also have learned from experience that good can only come from doing the right thing for the right reason. In my view this mining venture is a potential disaster needing only time to be fully revealed, and our City would be well-served by taking a pass on this public relations "Good Neighbor" move. I strongly suggest you (City Council) hold off until a complete vetting of this enormous and dangerous project can be satisfactorily resolved. Many questions remain to be answered and McCall has no business adding its support prematurely...at any cost! Thank you for listening, and for all the good work you and the Council do for us.

Jerry Randolph
135 Mather Road
McCall, Id 83638
208-634-7418

From: [Colby Nielsen](#)
To: [BessieJo Wagner](#)
Subject: Fw: Midas Gold community representation decision
Date: Wednesday, September 12, 2018 8:30:48 PM

From: stacy bowers <stacylbowers@gmail.com>
Sent: Wednesday, September 12, 2018 3:25 PM
To: Colby Nielsen
Subject: Midas Gold community representation decision

Respected Ladies and Gentleman of the McCall City Council-

The Salmon River is a very special and unique watershed that is home to many species of animals, fish, and plants, as well as a source of clean water, recreation for all, and important jobs for our community members.

Midas Gold is seeking short term gains for their shareholders who are out of state and out of the country at the long term expense of the local community members.

As a proud Idaho native, McCall resident and home owner, as well as an avid flyfisherwoman and outdoorsperson who takes pride in our state's natural beauty, it appals me to think that my community would sell out to Midas Gold. By accepting any monetary contributions it is expressed and implied that we as a collective community, i.e. McCall, are "on board" with Midas and their plans to disrupt and deplete our natural resources that are our birthright. I do not choose or want to be represented in this way. I do not want my community to "sell out" to a company that is only interested in monetary profits, not long term sustainability for future generations.

By accepting monetary "donations," it doesn't give McCall any power in negotiations, permitting, or any part of the decision making process. It simply tells everyone else at large, that we are "with and in support" of Midas Gold and whatever they choose to do without any actual say in the matter.

Sounds like a bad deal to me....

Please carefully consider not only current community members and their wishes when making this very important decision, but also future generations and how we as McCallians choose to represent ourselves and what we deem important.

Thank you for your time and attention to this most important matter.

Respectfully,
Stacy L. Bowers

104 Mather Rd
McCall, ID 83638

--

Kind regards....



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From: [Colby Nielsen](#)
To: [Jackie Aymon](#); [Bob Giles](#); [Melanie Holmes](#); [Thomas Sowers](#); [Anette Spickard](#); [BessieJo Wagner](#)
Subject: Fw: Midas Good Neighbor Agreement
Date: Thursday, September 13, 2018 5:04:46 PM

From: James Laidlaw <laidlawlandscape@gmail.com>
Sent: Thursday, September 13, 2018 5:02 PM
To: Colby Nielsen
Subject: Midas Good Neighbor Agreement

I am writing this letter to express my concerns about the City of McCall sending a representative to, or entering a Good Neighbor Agreement with Midas at this time. These agreements, if scrutinized and drafted correctly, can act as an important check a community has on large scale industrial operations such as mining. This agreement, if entered, should not be rushed in any way and should take into account all available information. I feel it is grossly premature to entertain entering into any agreement until the EIS and resulting public comments are completed. Other issues such as plans for infrastructure to house the possible 600 to 1,000 employees, additional degradation of public roads due to increased industrial traffic, and proposed routes for transporting materials in and out of Stibnite need to be made public and properly discussed. I am concerned Midas is trying to rush through this process before we know all the facts and implications of their proposed operations. Moreover, having read Midas's previously proposed Good Neighbor Agreement, I am concerned that entering in any such agreement will be construed as a show of support towards Midas's intentions and used as political clout when negotiating with State and Federal agencies. Again, Good Neighbor Agreements can be a valuable tool if due diligence is used constructing them.

Thank you for your time.

Jamie Laidlaw

I would like thank the City Council, City Manager and staff for planning ways to research, educate and gather community together for comments as well as questions.

The Midas Gold project concerns are not about whether folks are nice or neighborly, it is about a huge complex undertaking that can forever change our environment, and the connection of any community that is effected by the headwaters of the salmon, or the roadways, such as Hwy 55.

Sincerely,

Lynn Lewinski
Sept. 13, 2018

From: [Anette Spickard](#)
To: [BessieJo Wagner](#)
Subject: FW: Midas Gold
Date: Thursday, September 13, 2018 10:44:53 AM

For the correspondence folder.

From: Margo Conitz <conitzm@gmail.com>
Sent: Thursday, September 13, 2018 8:58 AM
To: Anette Spickard <aspickard@mccall.id.us>
Subject: Midas Gold

Hello!

As a longtime resident of the McCall area and a small business owner, I would like to express some concern over the mining proposed by Midas Gold. I feel that It would be good for all area residents if more information about the mining project was made available. It seems that Midas is presenting themselves as a conservation company first and incidentally a mining company. The long term effects of a large scale mining operation could long outlast the short term benefits of a few jobs.

I hope you will support efforts by the city council to gather more facts and information about the mining and ensure that the public is aware of the extent and risks of the proposed mining project. Thank you. Margo

From: [Anette Spickard](#)
To: [Jackie Aymon](#); [Bob Giles](#); [Melanie Holmes](#); [Colby Nielsen](#); [Thomas Sowers](#)
Cc: [BessieJo Wagner](#); [William F. Nichols](#)
Subject: Draft Community Benefit Agreement proposed by Midas Gold
Date: Friday, September 21, 2018 9:26:07 AM
Attachments: [image001.png](#)

Hello Mayor and Council,

Attached is the most recent draft of the proposed agreement that I received from Midas Gold. Bob Giles and I will attend a meeting today at 10am with Midas Gold and representatives from other impacted communities to review this draft. When Erin is back on Monday we'll update the webpage with this new draft. You can find the informational webpage that she created here:

<https://www.mccall.id.us/stibnite-project-by-midas-gold> Please feel free to refer people to that page.

Thank you,

Anette Spickard | City Manager
216 E Park Street | McCall | ID 83638
Direct: 208.634.1003 | Fax: 208.634.3038



City of McCall

Web: www.mccall.id.us

Blog: cityofmccall.wordpress.com

Social: [Facebook.com/cityofmccall](https://www.facebook.com/cityofmccall)

From: [Anette Spickard](#)
To: [BessieJo Wagner](#)
Subject: Fwd: Comments: West Central Partnership Agreement
Date: Monday, September 24, 2018 7:52:38 AM

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From: laura bechdel <earthjive@gmail.com>
Sent: Friday, September 21, 2018 9:21:31 PM
To: Jackie Aymon; Bob Giles; Colby Nielsen; Melanie Holmes; Thomas Sowers
Cc: Anette Spickard
Subject: Comments: West Central Partnership Agreement

Dear City Council members,

First off, I'd like to express my appreciation for your role in serving on the McCall City Council. I know how hard you work to understand issues that affect our community, listen to diverse perspectives, and make decisions in the best interest of all those who live and recreate in McCall. Thank you!

Now, I write to share my concerns with the West Central Partnership Agreement proposed by Midas Gold. I am strongly opposed to the Stibnite Gold Project, primarily for environmental and ecological reasons, although I see economical incentive to reject the project as well. That aside, West Central Partnership Agreement in particular concerns me greatly. Midas Gold asserts that signing the agreement "... is **not** a statement of support for the project" (as per Laurel Sayer, Midas Gold President and CEO, in a letter to the City of McCall dated September 5th, 2018). However, I disagree. If and when Midas is able to communicate to investors, stakeholders, and regional communities that all, or a majority, of participating communities have signed the West Central Partnership Agreement, that undeniably communicates a level of collaboration that does not accurately reflect the citizens' viewpoints.

Alternatively, I would encourage City Council members to reject the West Central Partnership Agreement. Instead, a Midas Gold representative should bear the responsibility to attend regular City Council meetings in order to meet the 'commitments' included in their proposed partnership. At those meetings, they will hear feedback and advice from City Council as well as McCall and Valley County residents. They will gain an understanding of the needs and values of our community, and insight into what projects need financial support. Similarly, the comments from Midas Gold employees will be shared in a public and transparent setting, contributing

to a more democratic process than a closed door meeting. If needed, Midas could host 'community forum' events to solicit greater participation and targeted feedback from community members, rather than have a City employee serve on an advisory committee, which automatically implies support and agreement. Lastly, I do think the City Council should submit a letter in response to the EIS statement, during the 45 day comment period following its release in spring 2019.

I recognize that Midas Gold has noble intentions: being available for questions from the public, cleaning up past and future mining damage, and contributing to local community projects via a Foundation. While profit generating businesses can -- and should -- give back to the communities in which they operate, Midas Gold does not deserve the signatures of McCall City Council for the West Central Partnership Project. The very word "partnership" is defined by the state of being a partner. Does McCall as a city, and the residents of McCall, truly want to partner with a corporation that is extracting valuable resources while leaving us with the waste and ruin of that process? I for one, do not.

Thank you for taking the time to read and consider my thoughts.

Sincerely,

Laura Bechdel
771 Knights Road
McCall, ID 83638
(208) 634-5537
earthjive@gmail.com

CC: Council, City Clerk
Manager

To The City Manager & City Council:

I would like to suggest that a committee be formed to interact with the Community and Council for researching, educating and communicating questions and concerns pertaining to the Midas Gold mine project and related issues.

Retired professionals would be fine advisors for knowledge and support staff with this project.

The Library Board has had great support with the members of our Expansion Committee.

Sincerely,
Lynn

Lynn Lewinski
August 30, 2018

SEP 04 2018

COMMUNITY AGREEMENT

EFFECTIVE THIS ___ DAY OF _____, 2018

AMONG

THE CITIES OF [NTD: ADD LIST ONCE FINALIZED]

AND

THE VILLAGE OF YELLOW PINE

AND

[NTD: ADD LIST ONCE FINALIZED] COUNTIES

Being, collectively, the “Communities”

AND

MIDAS GOLD

Being, collectively, Midas Gold Idaho, Inc. the operating entity for the Stibnite Gold Project, and its parent company, Midas Gold Corp.

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PREAMBLE

WHEREAS the signatories to this Agreement (each a “Party” and collectively the “Parties”) may be affected by the Stibnite Gold Project.

WHEREAS the Parties want to create a long-term working relationship based on mutual trust, respect, transparency and accountability, that also provides for firm commitments to care for people and the environment while supporting economic opportunity for the region.

WHEREAS this Community Agreement is not an endorsement of the Stibnite Gold Project and does not contain any obligation to endorse the Stibnite Gold Project.

WHEREAS this Community Agreement is designed to create a framework for ongoing communication, information exchange, and sharing of benefits.

WHEREAS Midas Gold is committed to socially and environmentally responsible activities now, and throughout the life of the Stibnite Gold Project, and wishes to formalize this commitment for the long term.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1 COMMITMENTS

- 1) The Parties want to support each other in achieving a positive and values-based vision for the future of the region, particularly as it pertains to the Stibnite Gold Project's impact on Communities.
- 2) This Community Agreement is not an endorsement of the Stibnite Gold Project and does not contain any obligation to endorse the Stibnite Gold Project.
- 3) The purpose of this Community Agreement is to:
 - a) create a mechanism and opportunity for the Communities in Idaho's West Central Mountains area and Midas Gold to discuss, in good faith, the potential and actual impacts of the Stibnite Gold Project on these Communities; and
 - b) to create resources and a framework for ongoing communication, information exchange, and sharing of benefits in order to work collectively to enhance the sustainability of the Communities.
- 4) Accordingly, each Party agrees to:
 - a) Participate in the Stibnite Advisory Council;
 - b) Participate in the NEPA comment period for the Stibnite Gold Project; and
 - c) Participate in the Stibnite Foundation.
- 5) For greater clarity:
 - a) **Stibnite Advisory Council** – To participate in the Stibnite Advisory Council means that the Parties will collectively establish an advisory council comprised of designees of the Parties. The Council will serve as the principal forum for communication among the Parties regarding the Stibnite Gold Project now and throughout the life of the Project, and it will also provide oversight for the implementation of this Community Agreement in an efficient, solution-oriented, timely and cooperative manner. See Chapter 2 of this Community Agreement for further details.
 - b) **NEPA comment period** – To participate in the National Environmental Policy Act ("NEPA") comment period means taking reasonable steps to understand the Stibnite Gold Project and subsequently providing an informed comment letter to the U.S. Forest Service. "Reasonable steps" may include information sharing, discussion, and potential resolution of matters related to the Project by participating in the meetings of the Stibnite Advisory Council. See Chapter 3 of this Community Agreement for further details.
 - c) **Stibnite Foundation** – To participate in the Stibnite Foundation means an individual will be designated by each Party to serve on the board of a charitable foundation that will support the objectives of the region's residents. Funding will be provided to the Stibnite Foundation by Midas Gold. See Chapter 4 of this Community Agreement for further details.

CHAPTER 2

COMMUNICATION AND STIBNITE ADVISORY COUNCIL

- 1) The Parties value open, transparent communication and desire to implement this Community Agreement effectively and cooperatively in accordance with its terms. Accordingly, they have agreed to collectively establish an advisory council (the “Stibnite Advisory Council”).
- 2) As soon as practicable, and thereafter on an annual basis, each Party shall, in accordance with its own rules, designate an individual (“Representative”) to serve a one-year term as a member of the Stibnite Advisory Council.
- 3) Midas Gold’s Representative shall serve as Chair of the Stibnite Advisory Council until a Chair is elected in accordance with rules established by the Council.
- 4) At any time, and at its sole discretion, a Party may remove its Representative from the Stibnite Advisory Council. The Party shall take reasonable steps to designate a replacement.
- 5) The Parties intend that, as soon as practicable and, in any event not later than March 31, 2019, the Stibnite Advisory Council will establish itself as a formal organization, develop rules governing its operation including, but not limited to, matters such as meeting schedule, voting, election of a Chair, staggering of terms to provide continuity to the Council, replacement of Representatives, appointment of alternates and/or successors, goals and objectives, proactive solutions, coordination of the Council with the Stibnite Foundation and other local organizations that may have an interest in the subject matter under consideration of the Council.
- 6) The Parties intend that the Stibnite Advisory Council will, on an ongoing basis, provide regular updates to the Parties regarding the Council meetings and the implementation of this Agreement. Such updates may take the form of a letter, newsletter, presentation, public meeting, blog, video or other method deemed suitable by the Council.
- 7) Midas Gold shall provide reasonable administrative support and resources to the Council.
- 8) The Parties intend that the Stibnite Advisory Council discuss topics of interest to the Parties at the relevant time, which may include, but are not limited to:
 - a) Project status;
 - b) Safety & Environment;
 - c) Employment and Workforce Training;
 - d) Business Opportunities:
 - i) Contracting;
 - ii) Supply of consumables;
 - iii) Services.

- e) Housing & Infrastructure:
 - i) Transportation and access;
 - ii) Power and communication infrastructure upgrades;
 - iii) Road maintenance;
 - iv) Traffic; and
 - v) Recreational access and use.
 - f) Community Support & Sustainability:
 - i) Stibnite Foundation;
 - ii) Education;
 - iii) Health and Fitness;
 - iv) Humanities, Arts, and Culture;
 - v) Police and Fire;
 - vi) Recycling (metals, paper, glass, plastics, etc.); and
 - vii) Local food economy (Greenhouses, gardens, composting).
- 9) The Parties intend that the Council may, on an as-needed basis, establish working groups, comprised of a subset of the Representatives, to discuss matters of greater interest to some of the Parties. Such matters include, but are not limited to, environment, workforce, business opportunities and sustainability, transportation and any other matters the Council deems advisable, including conversations about specific needs of individual Communities.
- 10) Possible working groups that may be established by the Council include:
- a) Environment, Health & Safety;
 - b) Employment & Training;
 - c) Business Opportunities;
 - d) Housing & Infrastructure;
 - e) Tourism & Recreational Access; and
 - f) Any other working group deemed advisable by the Council.

CHAPTER 3

PARTICIPATION IN THE NEPA COMMENT PERIOD

- 1) Site restoration and re-development of mineral resources at Stibnite, generally known as the Stibnite Gold Project or Project, has been proposed in the Plan of Restoration and Operations (“PRO”) that Midas Gold filed with the United States Forest Service (“Forest Service”) and other regulatory authorities in September 2016 and is currently under a public and regulatory review process, in accordance with the National Environmental Policy Act (“NEPA”).
- 2) Parties have agreed to take reasonable steps to be informed about the Stibnite Gold Project with the purpose that being informed improves open communication and resolutions. Participation in the Stibnite Advisory Council, as noted above, is intended to help fulfil this obligation of the Parties.
- 3) Each Party shall provide one or more documents (each a “Comment Letter”) to the Forest Service during one or more of the public comment periods of the NEPA process related to the Stibnite Gold Project.
- 4) Each Party, at its sole discretion, shall determine the content of its Comment Letter(s).

CHAPTER 4

THE STIBNITE FOUNDATION

- 1) Within 90 days of the Effective Date of this Community Agreement, Midas Gold shall establish the Stibnite Foundation, and shall apply for status of the Stibnite Foundation as a 501(c)3 organization, in order to provide a long-term and sustainable mechanism to fund projects that are of benefit to the Communities.
- 2) Midas Gold shall provide funding to the Stibnite Foundation as noted below in this Community Agreement.
- 3) The Parties do not intend that the Stibnite Foundation funding be used to address direct impacts of the Stibnite Gold Project as the Parties anticipate such matters will be addressed by the NEPA process and/or in permits that may be granted by regulatory agencies.
- 4) The Parties intend that the Stibnite Foundation Board coordinate with the Stibnite Advisory Council in resolving matters that are important to the Communities and that may be indirectly associated with the impact of the Project, or matters that are not addressed by formal regulatory processes. All eligible entities, including any entity that is a signatory to this Agreement and any entity that is not a signatory to this Agreement, may apply to the Stibnite Foundation for funding.
- 5) The Parties intend for the Stibnite Foundation to award funding for projects that are, among other things, likely to provide benefits to the Communities of the region. Depending on the project, the Stibnite Foundation may provide matching funds to complete requirements for an award of a larger grant or it may fund smaller projects in their entirety.
- 6) As soon as practicable, and thereafter on an annual basis, each Party shall, in accordance with its own rules, designate an individual (“Board Member”) to serve a one-year term on the Board of the Stibnite Foundation and help determine the distribution of funds in accordance with the Bylaws of the Stibnite Foundation.
- 7) The Parties intend that the Stibnite Foundation create an endowment that will continue beyond the conclusion of the Stibnite Gold Project, and therefore the obligation of each Party to designate a Board Member on an annual basis shall survive the termination of this Community Agreement.
- 8) Midas Gold’s designee shall serve as the initial Chair of the Stibnite Foundation.
- 9) The Parties intend that individuals appointed as Board Members provide guidance regarding the rules governing the Stibnite Foundation.

- 10) At any time, and at its sole discretion, a Party may remove its designee from the Stibnite Foundation Board. The Party shall take reasonable steps to designate a replacement.
- 11) As the Stibnite Gold Project progresses, Midas Gold will share the results of its growth with the Stibnite Foundation and, by extension, with the Communities. Accordingly, Midas Gold will provide the following to the Stibnite Foundation:
- a) Within 60 days of the formation of the Stibnite Foundation in accordance with this Community Agreement, Midas Gold will make an initial grant to the Stibnite Foundation of \$100,000 and, subject to regulatory approval, 1.5 million shares of Midas Gold Corp.
 - b) In the first quarter of 2019 and in the first quarter of 2020, Midas Gold shall make additional grants of \$100,000 to the Stibnite Foundation.
 - c) Within 15 days of receipt of a positive Record of Decision for the Stibnite Gold Project, Midas Gold shall make a further grant of \$100,000 to the Stibnite Foundation.
 - d) Within 15 days of receipt of all permits and approvals necessary for the commencement of construction of the Stibnite Gold Project, Midas Gold shall make a grant of \$100,000 and, subject to regulatory approval, a further 1.5 million shares of Midas Gold Corp. to the Stibnite Foundation.
 - e) Within 15 days of commencement of construction, as publicly declared by Midas Gold Corp., and in the first quarter of every subsequent full year of construction until the commencement of commercial production, Midas Gold shall make a grant of \$250,000 per year to the Stibnite Foundation.
 - f) Within 15 days of commencement of commercial production, as publicly declared by Midas Gold Corp., and in every subsequent full year of commercial production, Midas Gold shall make a grant of the greater of (i) [FORMULA: 1% of after tax income, after deducting principal and interest] (the “Calculated Payment”), or (ii) \$500,000 (the “Minimum Payment”) to the Stibnite Foundation, payable in quarterly installments.
 - i) Any amount in excess of the Calculated Payment needed to achieve the Minimum Payment in any given year of commercial production will be considered as an advance on future payments and the overpayment amount(s) will be carried forward to offset the payment(s) in the subsequent year(s) of commercial production that exceed the Minimum Payment.
 - g) Upon commencement of the final reclamation phase of the Stibnite Gold Project, as publicly declared by Midas Gold Corp., Midas Gold shall make a final, one-time grant of \$1 million to the Stibnite Foundation.
- 12) The Parties intend that the shares of Midas Gold Corp. donated to the Stibnite Foundation be retained longer-term in order to provide the basis for a lasting endowment and that, in addition, a certain percentage of the cash component should be retained as part of the long-term endowment, with the substantial majority of the cash component being distributed each year.

CHAPTER 5

GENERAL MATTERS

1) Interpretation

- a) The Preamble is an integral part of this Community Agreement.
- b) Any informational topics that may be attached to this Community Agreement are provided solely as background information and are not part of this Community Agreement.
- c) Headings, including the table of contents, are included for convenience only, and do not affect the construction or interpretation of any provision in this Community Agreement.
- d) All capitalized terms have the meanings ascribed to them in this Community Agreement.

2) Effective Date and Term of Agreement

- a) The Effective Date of this Community Agreement is the date first written above.
- b) This Community Agreement shall terminate automatically on the date that one year following the commencement of the final Reclamation phase of the Stibnite Gold Project as publicly announced by Midas Gold Corp. (the “Termination Date”).
- c) Notwithstanding the termination clause above, the obligation of each Party to annually designate a Stibnite Foundation Board Member shall survive the termination of this Community Agreement and shall continue for such period of time as the Stibnite Foundation exists, unless such Party opts out of this Community Agreement in accordance with the provisions below.

3) Opt-Out

- a) Any Party, except for Midas Gold, may opt out of this Community Agreement and have no further obligation under this Agreement, by providing written notice to each other Party.
- b) Midas Gold, and any successors or assigns of Midas Gold, may not opt out of this Community Agreement and shall be bound by its obligations under this Community Agreement until the Termination Date.

4) Amendments

- a) This Agreement may be amended only by agreement of a super-majority of at least two-thirds of the Parties. Amendments may include the addition of one or more entities that may, in future, want to participate in this Community Agreement.

5) Responsibilities of the Parties

- a) Each Party acknowledges the value of openness and transparency and acknowledges its own responsibility for following applicable laws, rules and regulations.

6) Entire Agreement

- a) This Community Agreement is the entire agreement among the Parties.

7) Notices to Parties

- a) To be effective, a Notice must be in writing, signed by the initiating Party, and delivered to the receiving Party at its usual office address.

8) News Releases and Public Announcements

- a) Parties will take reasonable steps to coordinate with each other regarding any news release and/or public announcement regarding this Community Agreement or the collective actions contemplated herein.

9) Default or Breach of Agreement and Available Remedies

- a) A Party will be in default or in breach of this Agreement only if such Party receives Notice of an alleged default or breach and does not cure within 30 days of such Notice.
- b) A Party shall not use a breach or default by any one Party as grounds for the revocation of this Community Agreement, in whole or in part.
- c) Furthermore, nothing in this Community Agreement, shall be construed as relieving Midas Gold from its obligation to fund the Stibnite Foundation in accordance with this Community Agreement.
- d) The remedy available to be used against an uncured breaching/defaulting Party, other than Midas Gold, is limited to the loss of such Party's right to designate a Representative on the Stibnite Advisory Council and/or the right to designate a Board Member on the Stibnite Foundation.

10) Governing Law

- a) This Community Agreement shall be governed by the laws of the State of Idaho.

11) Dispute Resolution

- a) In the event of a dispute among the Parties with respect to this Community Agreement, the Party raising the dispute (the “Initiating Party”) may give Notice in writing to the other Party (the “Receiving Party”), with a copy of such Notice to each other Party, providing particulars of the matter and the remedy sought.
- b) Within 10 days after the date of the Notice, the Initiating Party and Receiving Party shall meet and shall use best efforts to resolve the matter in good faith.
- c) If there is no mutually acceptable resolution of the matter within 30 days of the Notice, the Initiating Party may, and provided the Initiating Party has the agreement in writing of a majority of the other Parties, take the matter to mediation under applicable laws.
- d) If there is no resolution, acceptable to a majority of the Parties, of the matter within 30 days of the commencement of the mediation, the Parties may take the matter to arbitration under applicable laws by a suitably qualified arbitrator, who shall be a person mutually agreeable to the Parties; provided that, if the Parties are unable to agree on an arbitrator within 15 days of a Party providing a Notice to proceed to arbitration, the Chair of the Stibnite Advisory Council shall choose the arbitrator within a further 30 days.
- e) The decision of the arbitrator shall be binding on the Parties and no further action may be taken by the Parties.

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CHAPTER 6

SIGNATORIES

IN WITNESS THEREOF, the Parties hereto have executed, in the spirit of cooperation, this Community Agreement effective on the date first written above.

From: [Anette Spickard](#)
To: [BessieJo Wagner](#); [Erin Greaves](#)
Subject: FW: Midas Community Agreement
Date: Thursday, October 04, 2018 11:38:24 AM

fyi

From: jtrygh <jtrygh@gmail.com>
Sent: Thursday, October 04, 2018 11:20 AM
To: Jackie Aymon <jaymon@mccall.id.us>; Bob Giles <bgiles@mccall.id.us>; Colby Nielsen <cn Nielsen@mccall.id.us>; Melanie Holmes <mholmes@mccall.id.us>; Thomas Sowers <tsowers@mccall.id.us>
Cc: Anette Spickard <aspickard@mccall.id.us>
Subject: Midas Community Agreement

Dear City Council Members:

I am writing to urge you to proceed with caution in evaluating the Community Agreement (CA) being proposed by Midas Gold. I understand that there is some community support for such an agreement, but I fear that much of this enthusiasm may be based primarily on information that until recently has only been provided by the Midas Gold public relations team. I encourage the council and those involved in discussions with Midas to put on their skeptic hats and exercise a high degree of due diligence. Midas Gold is not a philanthropic social welfare organization; their job is to mine gold. Despite their aspirations to be both of these things, guess which one takes priority. So it is no surprise that their desire to establish a record of support with the local communities serves to not only portray them as a benevolent socially responsible company, but to signal to potential investors that local support will improve the chances of the project coming to fruition thereby assuring substantial returns on their investment dollars (which capital-strapped Midas is in dire need of). When my elected officials are considering offering municipal support (and by implication mine as well), to what is in large part a private gold mine marketing strategy, I have to say I am less than thrilled, as I hold major reservations concerning this project and the potential negative side effects that may accrue to our community.

So what are the potential downsides of such an agreement? Perhaps it would be interesting to ask the Midas PR people that very question. Knowing that they are proven to be extremely adept at their job of portraying the socio-economic upside of the project, a claim of “none” might be considered a bit suspect. As Reagan once said “trust, but verify”.

When Laurel Sayer publicly blames the City Council for slowing the adoption of the CA by their “misunderstandings and questions” (Star News 09/27/18), that seems to belie a frustration and impatience with involvement in the democratic process. Wouldn't an inherent part of such a process be the acquisition and consideration of all the available information, not

just the information that Midas provides? Midas' efforts to control the dialog at the recent Doing Democracy event at the library were apparent and I will be very curious to see the dynamics of the upcoming panel discussions on various project-related topics. I would urge council members to attend these events. I certainly hope the panel moderators are top-notch.

If, as more information comes to your attention, you feel that the CA is still a good deal for the City and you garner significant public support to pursue negotiating an agreement, I would humbly suggest you contract the services of a damn good lawyer well-versed in these sorts of deals. There are legally binding ramifications to this. Here's just one hypothetical but not necessarily unreasonable scenario that has occurred to me: Midas mines the site, fulfills all their obligations for final reclamation, and is long gone (at least the Canadian parent company is). Twenty years later, slowly progressing chemical reactions within the rock left on site result in leached metals contaminating the South Fork of the Salmon River. Subsequently the Environmental Protection Agency declares the place a Superfund site and they go searching for someone to foot the remediation bill. They tend to cast a very wide net when they are looking for responsible parties, and it would behoove the City to explore the potential legal vulnerability that this CA might expose us to in such a situation. There are likely other possible downsides to this agreement that need to be considered. Despite the possible financial gains to the City, as a concerned citizen I am troubled by the aspect of being, in effect, a shares marketing partner with Midas.

Best Regards,

John Rygh

McCall, ID

https://www.idahopress.com/news/local/midas-gold-pitches-cleanup-via-capitalism-for-stibnite/article_fee65cc8-bc50-5475-9c52-2261eae99bc6.html

TOP STORY

Midas Gold pitches cleanup via capitalism for Stibnite

NICOLE FOY nfoy@idahopress.com Oct 6, 2018



Yellow Pine Pit, the site of the proposed and controversial fish tunnel to route fish back to spawning areas during mining operations.

Buy

Riley Bunch / Idaho Press

STIBNITE — Midas Gold has spent a decade and millions of dollars to convince Idaho that industry can fix the environment, but conservation groups are skeptical.

The Canadian mining company is in the federal permitting process to start open-pit mining along the Salmon River, east of McCall. Their target is the Stibnite Mining District and its 4.5 million ounces of gold and 100 million pounds of antimony, a metal used in batteries. But, company officials say, they're committed to an extensive restoration plan that could repair damage done by past mining operations. Midas Gold estimates actual mining operations will last 15 years and they could be working in the area up to 25 years.

"We knew going into this that mining had a bad reputation," said Laurel Sayer, president and CEO of Midas Gold Idaho. Sayer was previously the executive director of the Idaho Coalition of Land Trust, worked on natural resource issues for U.S. Rep. Mike Simpson and Sen. Mike Crapo, and helped get the Boulder-White Clouds designated as a protected wilderness area. "We will be restoring as we go. Because it's a historic mining site, we knew that we had to be different."

While Midas Gold works on federal approval, company officials are working a parallel track to win over community members. The company's expensive and multiyear campaign to inform the public includes economic and environmental appeals to neighbors who have become self-taught scholars on extraction.

Mining would take place in the headwaters of the South Fork of the Salmon River, also known as the East Fork of the South Fork of the Salmon River. Tribes such as the Nez Perce have fishing rights in the area, which is an important spawning ground for Chinook salmon. Earlier this year, the environmental group American Rivers, citing the Stibnite project, named the South Fork of the Salmon one of the most endangered rivers in America.

"The South Fork Salmon still boasts clear, free-flowing waters, and feeds the beloved Wild and Scenic Main Salmon downstream," Mike Fiebig with American Rivers said in an April press release. "It's time for the U.S. Forest Service to put an end once and for all to toxic mining near this treasured river."

Midas Gold already owns the mineral rights to 25,000 acres in the area — about the size of Disney World — but is seeking a permit under the National Environmental Policy Act to mine on Forest Service land intertwined with their private holdings. Overall, they say their mining operation will impact only 2,000 acres of private and public land. The controversy stems from the location of those 2,000 acres, and the fact that the scope of the mining would exceed past those operations.

Another aspect of Midas Gold's permit pitch is the potential of a domestic source for antimony, a mineral used in electronics, fire retardants and in the national defense industry. It was recently added to the U.S. Department of Interior's list of essential minerals, and Stibnite would be the only domestically mined source. According to the Department of Interior, the United States imported more than 53 million pounds of antimony in 2017 — mostly from China. The entire lifespan of the Stibnite Mine would produce only two years' supply.

When it comes to environmental concerns, Midas Gold has a plan for that as well, which they say is central to the mission of Stibnite. Midas Gold says its intervention and industry is needed to restore the area to what it was before a century of irresponsible mining. Concerned citizens and conservation groups such as Idaho Rivers United say the river and the surrounding area are already in the process of healing themselves — and what Midas has planned would only further disrupt the pristine wilderness.

“We just need to call it what it is,” said Ava Isaacson, conservation associate at Idaho Rivers United. “I think we would feel more comfortably about things if it was spoken about as a mining project with potential for restoration, rather than a restoration project with some possible mining.”

What's wrong with the South Fork of the Salmon River?

Other companies mined gold and several minerals in the Stibnite area intermittently from 1899 until 1998. During World War II, the mining camp at Stibnite swelled to a town of about 1,000 people as then Bradley Mining Company mined aggressively for tungsten and antimony. Stibnite was so crucial to the war effort that men could fulfill their draft service there and Dwight D. Eisenhower, then Commander of the Allied Forces in Africa, sent a telegram thanking “the men and women of Bradley Mining Co.” for their help.

A century of aggressive underground and open-pit mining significantly changed the landscape and quality of the South Fork's headwaters. Arsenic and mercury leaked into the river, miners rerouted the headwaters and disrupted the flow of salmon, and added a dam that eventually failed in 1965, rightfully earning the name Blowout Creek.

Since 2011, the U.S. Geological Survey's Idaho Water Science Center has been conducting a study — partially funded by Midas Gold — on the stream flow and arsenic, mercury and antimony levels of the East Fork of the South Fork of the Salmon River and tributaries affected by mining. Boise hydrologist Austin Baldwin said the average amount of dissolved arsenic in the East Fork of the South Fork, is 56.7 micrograms per liter — well above the human health benchmark of 10 micrograms per liter. Their highest recorded sample in the area is 108 micrograms per liter of dissolved arsenic. The chronic or long-term toxicity value for aquatic life is 150 micrograms.

“It appears that those have decreased since the late '70s and early '80s, but they're still well above the human health benchmarks,” Baldwin said.

Midas Gold and Idaho Rivers United both cite the USGS findings in their contradicting arguments. Isaacson, of Idaho Rivers United, said the decreasing contaminant levels means the river is naturally recovering from the mining past — something Baldwin from USGS clarifies is still inconclusive, especially with incomplete water quality records. Some restoration and remediation completed in that area also could have impacted those levels, Baldwin said. Midas Gold, on the other hand, says contamination in the Salmon River headwaters could only increase without intervention.

Another serious concern is the open Yellow Pine pit, which has blocked the passage of salmon up the tributary to spawning grounds since Bradley Mining Company created it in 1938. The area has adapted, conservation groups say, and salmon still find their way to the spawning grounds above the Yellow Pine pit. The ones that don't are carted from Nez Perce fish hatcheries above the pits to the watershed. Federal agencies like the Forest Service, Idaho Department of Environmental Quality and the EPA as well as private sources have spent about \$13 million in the last several years to restore and reduce pollution in the area.

Repair, conservation and mining

On Sept. 19, the Idaho Press joined Midas Gold Idaho staff members — including CEO Laurel Sayer — on a tour of the site, about 15 miles from the nearest town of Yellow Pine.

Hayley Couture, Midas Gold's community engagement manager and tour leader, checked in with onsite staff over the radio at each mile marker of Stibnite Road. The 14-mile long road that starts in the tiny town of Yellow Pine hugs the Salmon and its major tributaries for most of the trip. Midas paid for most of the repairs and improvements to the road over the past few years — the company accounts for nearly all of the traffic. Because of the liability of transporting mining materials alongside a river, Midas Gold said they plan to transition to using an old logging road.

If the mining permit is approved, those roads would see even more traffic, once the approximately 500 new employees begin working in the area. A fully operational mine would require a fully operational city. Employee housing planned on the project site would also address community concerns about a flood of Midas Gold employees exacerbating Valley County's housing crisis.

That housing would be part of a \$1 billion investment in Idaho. Midas Gold plans to hire as many Idahoans as possible and also expects to generate an estimated \$86 million in tax revenue for local communities and the state.

This has been part of the pitch Couture has given on dozens of other tours just this summer alone, as well as presentations at schools in the area. Many tour members are just curious locals or community stakeholders, but others are eager to explore a local attraction or revisit family history.

"Tours are the best way to show people and allow them to make their own opinions about mines because not many people have seen mines," said Mckinsey Lyon, vice president of public affairs at Midas Gold.

Midas Gold also emphasizes the early "proof points" in their restoration plans during their community outreach. Their plan calls for ongoing restoration work, including backfilling the open pits and removing old tailings from previous mines. Investors in international companies aren't usually patient about getting a return on their significant investment, but Sayer said selling a "restoration first" plan hasn't been hard.

"The investors recognize that this is a new way of looking at mining," Sayer said.

John Robison, public lands director at the Idaho Conservation League, said their staff has been tracking the changes in Midas Gold's Stibnite project for several years. Robison said while Midas Gold was his "favorite" mining company for their stated dedication to environmental restoration, the Idaho Conservation League remains opposed to the proposal.

"The idea of re-mining Stibnite and restoring the previously impacted areas is a good one," Robison said. "The project errs by going outside that box too much, degrading far too much pristine habitat and increasing the risk of future contamination. ... We are inviting the Forest Service and Midas Gold to re-envision a project that scales back to historic mining sites."

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Community support and concerns

The reopening of three mining pits is chief among opponents' concerns, as is the additional traffic and work in remote wilderness. They're also worried if Valley County and the small backcountry community could handle the housing strain or weather the boom-and-bust cycle of a mining town. They're also skeptical Midas Gold will follow through with their restoration plans.

About 120 people attended a McCall protest against Midas Gold's plans for Stibnite over Labor Day weekend, [according to Boise State Public Radio](#). Whether they're for or against Midas Gold's proposal, Valley County residents are well-versed on Midas Gold's plans, down to arsenic levels in the water and the endangered salmon population. Some are suspicious of Midas Gold's extensive public relations campaign, specifically the company's circulating draft of the [West Central Mountains Community Partnership Agreement](#) — a "starting point to formalize our commitments to the community," according to the draft.

"My concerns are that it's being drafted before the EIS (environmental impact study) is available and we don't know what the alternatives are," said Fred Coriell, a McCall resident who frequently rafts on the South Fork of the Salmon River. "My concern is that getting community support at this point in time only bolsters their support politically and with investors."

The community agreement and visits to city councils in McCall, Cascade and Donnelly are just about establishing a "social license" ahead of potential federal project approval, which includes extensive public comment periods, Lyon said. It also helps Midas Gold have early conversations about potential solutions to community concerns.

Other community members feel that allowing mining on a major Idaho river is too risky. Even short-term memories can produce an example. Last year, a federal judge held another Canadian-owned mining company Atlanta Gold (no relation to Midas Gold) in contempt of court for allowing arsenic and iron to enter a tributary of the Middle Fork of the Boise River, according to the Associated Press. Last month, the judge ordered them to pay \$250,000 fine.

"My feeling is that we should follow the precautionary principle that if you cannot guarantee there cannot be damage, then we cannot risk it," said Judy Anderson, a retired high school teacher who lives in McCall. "That place is too spiritually and ecologically precious to risk."

Diana Bryant, 78, owns and operates Wapiti Meadow Ranch along Johnston Creek with her husband, about 10 miles down the road from Yellow Pine. Bryant said she's not against mining in her backyard — she's seen a lot of operations come and go over the 30 years they've run the ranch and their previous outfitters business. But Bryant thinks Midas Gold's proposal would ultimately hurt the backcountry community of Valley County.

"The Midas Gold operation frightens me a lot because it is exponentially larger than any of the others and in fact they have said that it would be one of the largest mining operations in North America," Bryant said. "Its tentacles will spread out over the entire eastern half of Valley County, which will really limit the recreation uses back here that are so important to people that live in Donnelly, McCall and Cascade."

But many in Valley County believe business would only be better with the Stibnite project. During the decade Midas Gold has been purchasing land, conducting research and doing exploratory drilling, community members say they've only benefited.

During a lunch stop in Yellow Pine, Corner Restaurant owner Matt Huber told the Idaho Press he's had a good working relationship with the Midas Gold leadership and the staff who trickle through town. He said mine workers and drillers can sometimes be rough characters, but he said everyone employed by Midas Gold has been respectful of the small Yellow Pine community.

"They're just good people," said Huber, wearing a "Support Stibnite" hat. "The care in who they've chosen, it's meant a lot to us."

Ryan Boley, owner of Birch Glen Lodge and Motel in Cascade, said the Midas Gold employees who come through the area or stay in the lodge seem to have a "genuine pride in the work they are doing."

"I know that they're there to make money," he said, "but it seems like the emphasis is on the environment and doing better as far as mining goes."

What's next?

Sayer said Midas isn't trying to take advantage of the deregulation emanating from Washington, D.C., as critics allege. The requirements of their original proposal were drawn up with the assumption of a Hillary Clinton presidency, Sayer said, and they're planning to stick to those original guidelines.

Still, in her [testimony before the U.S. Senate Committee on Energy and Natural Resources in July](#), Sayer asked lawmakers to streamline the environmental review process with ideas like mandatory timelines for decisions.

"I do not advocate overlooking any required legal element of environmental review or reducing standards," Sayer said during her testimony. "Rather, environmental review and permitting can always be more efficient, which is what we in the mining industry believe Congress intended in the first place through its environmental laws."

The completed EIS was originally due to be published for public comment in November 2018, but publication has since been delayed until May 2019. Lyon said if they get a decision by the middle of 2020 and further state permits approved, construction could begin by the end of that year. The first year of construction would include fixing Blowout Creek, which Lyon said is one of the largest pollutants in the watershed.

Mining would begin in the Yellow Pine pit first — as well as the construction of a controversial tunnel that would divert the East Fork of the South Fork and the salmon within it for about 10 years.

Midas Gold representatives said they aren't considering the possibility the project won't be approved.

"We are confident in this project and its ability to meet the environmental requirements to be approved," Lyon said.

Robison from the Idaho Conservation League said Midas Gold would have a higher likelihood of success and conservationist support if they scaled back the parts of their operation that involve places that weren't mined in the past.

"The public is going to have a chance to learn more about the project in the coming months when the EIS comes out," Robison said. "We just encourage them to ask tough questions and apply the lessons learned from previous mining companies who made grand promises, but didn't have a mine plan that acknowledged the risks and dealt with them ahead of time."

Still, locals who remain opposed to the Stibnite project aren't that optimistic. The greater Valley County community seems supportive of the project and the economic boost they think it will bring, several local opponents told the Idaho Press. Midas Gold has the political connections and money to buy goodwill. All opponents have is a plea to preserve valuable landscape for as long as possible.

"That's why I think we're fighting an uphill battle here — the people who feel the way I do — because we are all individual citizens who don't have any additional clout," Diana Bryant said. "Whether it's going to make any difference in the long run, I'm not sure. But at least I can let people know there are reasons to not be in favor of it."

Reporter Riley Bunch contributed to this story.

Nicole Foy covers Canyon County and Hispanic affairs. You can reach her at 208-465-8107 and follow her on Twitter @nicoleMfoy



1943-05-15 Eisenhower Telegram (1).pdf

COURTESY OF MIDAS GOLD IDAHO Sep 26, 2018

Antimony in the U.S.

Antimony is mainly used as insulation due to its poor electrical and heat conductivity. It is commonly found in batteries, electrical wire covering and other flame-proof materials.

According to the U.S. Department of Interior's 2018 Geological Survey, in 2017 no marketable antimony was mined in the United States.

U.S. resources of antimony are mainly in Alaska, Idaho, Montana, and Nevada but are currently unmined. Top world resources include Australia, China, Mexico and Russia, among others. Stibnite is a common ore mineral of antimony.

In 2017, over 53 million pounds of antimony was imported into the United States, reported the Department of Interior. The proposed Stibnite Mine site east of McCall would produce an estimated 100 million pounds of antimony in its lifespan.

History of Stibnite

1899: Mining arrives in Stibnite area of Idaho

1927: Bradley Mining Company begins mining

1932: Bradley Mining Company installs mill and increases operations

1938: Mining operations block fish passage with Yellow Pine pit operations, production of gold and antimony began

1940s: Bradley Mining Company switches from underground to pit mining. During World War II, Stibnite produced 40 percent of the nation's domestic supply of tungsten and 90 percent of its antimony. More than 1,500 people lived in Stibnite.

1948: Blowout Creek dam constructed

1955: Mining operations dismantled, houses moved out of Stibnite

1965: Blowout Creek dam failed

1982: Canadian Superior Mining begins a cyanide heap-leach operation

1988: Hecla Mining Corporation purchases land and begins pit mining

1998: Mining operations in Stibnite ceased

2009: Midas Gold purchased land ownership and began preliminary studies for Stibnite Gold Project

NicoleFoy

Nicole Foy covers Canyon County and Hispanic affairs. You can reach her at 208-465-8107 and follow her on Twitter @nicoleMfoy

From: [Anette Spickard](#)
To: [BessieJo Wagner](#)
Subject: FW: Community Agreement
Date: Monday, October 15, 2018 8:20:56 AM

fyi

From: Fred Coriell <fredcoriell@gmail.com>
Sent: Sunday, October 14, 2018 8:29 PM
To: Jackie Aymon <jaymon@mccall.id.us>
Cc: Anette Spickard <aspickard@mccall.id.us>; Colby Nielsen <cnielsen@mccall.id.us>; Bob Giles <bgiles@mccall.id.us>; Thomas Sowers <tsowers@mccall.id.us>; Melanie Holmes <mholmes@mccall.id.us>
Subject: Re: Community Agreement

Dear Mayor Aymon-

Thank you for the response. I understand McCall's form of government and greatly appreciate what Council does as it takes an incredible amount of time and energy as an unpaid civic duty. I also realize that this issue is likely a big thorn in everyone's side in lieu of everything else going on in McCall. This mining proposal has been difficult for me ever since I realized that Stephen Quin was spearheading the proponent company. He has a legacy in Northwestern British Columbia and the Yukon with Capstone, Sherwood, Mercator Minerals, Kutcho Copper, and Imperial Metals. These include troubles that the Minto Mine had with water discharges into the Yukon River from improper engineering initially, and now it is closed ahead of schedule leaving several hundred people out of work, and mining operations in the headwaters of the Stikine, Skeena, and Nass Rivers which directly impact lands sacred to the Tahltan First Nations. All I am asking is that you proceed with caution and diligence with any contractual agreements with Midas Gold Corp. There is tremendous gray area in how Canadian mining companies operate. And with respect to the US laws, the recent 20-year moratorium by Secretary Zinke on hard rock mining in the headwaters of the Yellowstone River represents that political will and influence can supersede entrenched doctrine. After all, law has a tendency to be derivative and instrumental, and sometimes all too political. It would be discouraging to see special interests overwhelm another "rural community" with promises of economic prosperity. I also encourage the City to reach out to Charles Wilkinson, Emeritus Professor of Law at UC Boulder, as a potential speaker at either of the next two Stibnite Lecture Series events.

Sincerely,
Fred Coriell

On Thu, Oct 11, 2018 at 4:07 PM Jackie Aymon <jaymon@mccall.id.us> wrote:

Dear Fred,
Thank you so much for your thoughtful email. I appreciate all of your comments. I do want to clarify the statement regarding my signature on the letter in July 2017. The letter of support by Council was only for the restoration piece and not for the project in general. Council was not comfortable with broad support and our focus was purposely narrow. I signed the letter of support for restoration on behalf of Council. I do not sign

letters, with the possible exception of thank you notes, happy birthday and congratulations, without the blessing of and support of Council.

McCall's form of government is a Council, Manager form of government. This is unique in Idaho with only 2 other cities operating under this mode, Lewiston and Twin Falls. All other cities in Idaho have a strong mayor form of government. In our case, the I was elected as a council member and appointed mayor by the council. I have one voice and one vote and cannot sign letters of support without the consent of council.

Thank you for your research, comments and suggestions.

Kindest Regards,

Jackie J Aymon

Mayor, City of McCall

From: Fred Coriell <fredcoriell@gmail.com>

Sent: Thursday, October 11, 2018 8:14:20 AM

To: Anette Spickard; Colby Nielsen; Jackie Aymon; Bob Giles; Thomas Sowers; Melanie Holmes

Subject: Community Agreement

Dear City Manager and Council Members-

I'd like to say thank you for hosting Tuesday's event at the North Fork Lodge. I think the large turnout (for a city sponsored event) shows that community members are concerned about what is coming towards us in the next 3-5 years regarding the Stibnite Project.

Some of the impacts will likely be insulated from McCall due to our proximity to the project and the proposed access route, but I cannot stress enough how the impacts outside the NEPA area of interest must be addressed and planned for on a region wide scale. And, I strongly disagree with the gentlemen from the Department of Commerce that a large-scale mining operation is a beneficial way to diversify this area's economic profile. The point made by Jamie Laidlaw- illuminating the concern that with an already stressed labor and housing market a lot of business owners in this community are concerned that the mine will further degrade this situation- is real and plays into how our community envisions itself over the next couple decades. The 1872 Mining Law is archaic in many regards and may not accurately fit the narrative of the modern West the same way it did the expansionist West 140 years ago. The law's main premise is in direct conflict with the realities of 2018. This area is rich in "natural capital" and has an economy based strongly on tourism and recreation.

There is tremendous economic value and long-term equity in the natural resources of this region. Two studies, one authored by Eli Fenichel (Associate Professor at the Yale School of Forestry and Environmental Studies) called "Measuring the Value of Groundwater and Other Forms of Natural Capital", the other by the David Suzuki Foundation called "Measuring the Return on Howe Sounds Ecosystem Assets" illustrate that there is an important and under-recognized economic balance between extraction and conservation land use. Both studies conclude that greater value is retained in the long-term through conservation.

Gold is a finite resource. According to the World Gold Council once extracted and processed, it is 85% likely to be hoarded by someone, or some entity, and 15% likely to be put to an industrial or technologic use. This point should be taken gravely as it illustrates a human tendency to amass wealth despite other's misfortune. Ultimately this tendency will have a wide variety of negative effects on the area, at our (those of us that live, raise families, work, create this community) long-term expense. The monetary compensation for the loss is not easily quantifiable, but the two studies above are a good place to begin looking into estimating a dollar amount. A body of literature exists in 2018 pertaining to the valuation of "natural capital" and the mechanisms to integrate that value into the more tangible economy.

I also hope that you take seriously Resolution NP19-016 adopted by the Nez Perce Tribal Executive Committee. Their treaties predate any Mining Laws of the United States and their stake in this proposal far outweighs our own. Perhaps Mayor Aymon should reconsider her letter stating the City of McCall's support for Midas Gold. There are many narratives to this proposal, Midas Gold's being only one of them. The city must consider and empathize with the other narratives, including one that says private investment of reclamation work through extraction industry profits may not be the best alternative due to the expanded impacts and long-term risks of such an operation.

My input as to how the Community Agreement should be negotiated is as follows—

--\$10-\$15 million divided amongst the signatories is woefully inadequate to offset the impacts that his industry will have on the area. An agreement worth \$40-\$50 million may begin to cover the needs of the signatories to the agreement. Consider that there are no royalties paid by the mining company for the resources it extracts. Tax dollars and trickle down economics do not substitute royalty payments. The communities need to be aggressive in this bargaining as the majority of Midas' proposal impacts previously undisturbed public land.

--The main benefit of this funding mechanism is that it can be used as a long-term insurance policy for the communities in the region during the mining process. The fund should be managed in such a way to retain a very large portion for potential future needs such as in-perpetuity water treatment for Yellow Pine, South Fork Salmon land owners, or Riggins, or financial assistance for restoration projects due to mining activities.

--The signatories should agree that the fund wouldn't necessarily be dispensed evenly throughout all the communities. Should a situation arise that places one of the communities in a state of great need due to impacts from mining operations the majority of the fund may need to be distributed to that community.

--Specific language should be provided so that the Stibnite Advisory Council is held accountable to the community at large to mitigate from it becoming a "special interest" group, approving projects without a long-term vision, or projects that support only the interests of that group.

--A separate agreement not associated with the Stibnite Foundation should be negotiated to ensure open communication with the mining company during operations. Specific language must be used to ensure a means of communication during any potential "care and maintenance" periods, including open access to environmental testing and sight stability inspections.

--The signatories should be extremely diligent before accepting an agreement that links the signatories to stock shares of the mining company. Should there ever be an issue with this project and the EPA and/or other agency is tracking down a "responsible party" the net will be quite broad. The liability of being a shareholder of a gold mining company might be an unacceptable risk for a signatory to assume.

Sincerely,

Fred Coriell

--

Fred Coriell
Renewable Renovations
Certified Passive House Consultant and Builder
PO Box 1168
McCall, ID 83638

208-315-3630

--

Fred Coriell
Renewable Renovations
Certified Passive House Builder
PO Box 1168
McCall, ID 83638

208-315-3630

COMMUNITY AGREEMENT

EFFECTIVE THIS 30TH DAY OF NOVEMBER, 2018

AMONG

**THE CITIES OF [NTD: CONFIRM LIST ONCE FINALIZED] CASCADE, COUNCIL,
DONNELLY, MCCALL, NEW MEADOWS, AND RIGGINS**

AND

THE VILLAGE OF YELLOW PINE

AND

[NTD: CONFIRM LIST ONCE FINALIZED] ADAMS, IDAHO AND VALLEY COUNTIES

Being, collectively, the “Communities”

AND

MIDAS GOLD

Being, collectively, Midas Gold Idaho, Inc. the operating entity for
the Stibnite Gold Project, and its parent company, Midas Gold Corp.

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DRAFT

PREAMBLE

WHEREAS the signatories to this Agreement (each a “Party” and collectively the “Parties”) may be affected by the Stibnite Gold Project.

WHEREAS the Parties want to create a long-term working relationship based on mutual trust, respect, transparency and accountability, that also provides for firm commitments to care for people and the environment while supporting economic opportunity for the region.

WHEREAS this Community Agreement is not an endorsement of the Stibnite Gold Project and does not contain any obligation to endorse the Stibnite Gold Project.

WHEREAS this Community Agreement is designed to create a framework for ongoing communication, information exchange, and sharing of benefits.

WHEREAS Midas Gold is committed to socially and environmentally responsible activities now, and throughout the life of the Stibnite Gold Project, and wishes to formalize this commitment for the long term.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1: COMMITMENTS

- 1) The Parties want to support each other in achieving a positive and values-based vision for the future of the region, particularly as it pertains to the Stibnite Gold Project's impact on Communities.
- 2) This Community Agreement is not an endorsement of the Stibnite Gold Project and does not contain any obligation to endorse the Stibnite Gold Project.
- 3) The purpose of this Community Agreement is:
 - a) to create a mechanism and opportunity for the Communities in Idaho's West Central Mountains area and Midas Gold to discuss, in good faith, the potential and actual impacts of the Stibnite Gold Project on the Communities; and
 - b) to create resources and a framework for ongoing communication, information exchange, and sharing of benefits in order to work collectively to enhance the sustainability of the Communities.
- 4) Accordingly, each Party agrees to:
 - a) Participate in the Stibnite Advisory Council;
 - b) Participate in the NEPA comment period for the Stibnite Gold Project; and
 - c) Participate in the Stibnite Foundation.
- 5) For greater clarity:
 - a) **Stibnite Advisory Council** – To participate in the Stibnite Advisory Council means that the Parties will collectively establish an advisory council comprised of designees of the Parties. The Council will serve as the principal forum for communication among the Parties regarding the Stibnite Gold Project now and throughout the life of the Project, and it will also provide oversight for the implementation of this Community Agreement in an efficient, solution-oriented, timely and cooperative manner. See Chapter 2 of this Community Agreement for further details.
 - b) **NEPA comment period** – To participate in the National Environmental Policy Act (“NEPA”) comment period means taking reasonable steps to understand the Stibnite Gold Project and subsequently providing an informed comment letter to the U.S. Forest Service. “Reasonable steps” may include information sharing, discussion, and potential resolution of matters related to the Project by participating in the meetings of the Stibnite Advisory Council. See Chapter 3 of this Community Agreement for further details.
 - c) **Stibnite Foundation** – To participate in the Stibnite Foundation means an individual will be designated by each Party to serve on the board of a charitable foundation that will support the objectives of the region's residents. Funding will be provided to the Stibnite Foundation by Midas Gold. See Chapter 4 of this Community Agreement for further details.

CHAPTER 2: COMMUNICATION AND STIBNITE ADVISORY COUNCIL

- 1) The Parties value open, transparent communication and desire to implement this Community Agreement effectively and cooperatively in accordance with its terms. Accordingly, they have agreed to collectively establish an advisory council (the “Stibnite Advisory Council”).
- 2) As soon as practicable, and thereafter on an annual basis, each Party shall, in accordance with its own rules, designate an individual (“Representative”) to serve a one-year term as a member of the Stibnite Advisory Council.
- 3) Midas Gold’s Representative shall serve as Chair of the Stibnite Advisory Council until a Chair is elected in accordance with rules established by the Council.
- 4) At any time, and at its sole discretion, a Party may remove its Representative from the Stibnite Advisory Council. The Party shall take reasonable steps to designate a replacement.
- 5) The Parties intend that, as soon as practicable and, in any event not later than March 31, 2019, the Stibnite Advisory Council will establish itself as a formal organization, develop rules governing its operation including, but not limited to, matters such as meeting schedule, voting, election of a Chair, staggering of terms to provide continuity to the Council, replacement of Representatives, appointment of alternates and/or successors, goals and objectives, proactive solutions, coordination of the Council with the Stibnite Foundation and other local organizations that may have an interest in the subject matter under consideration of the Council.
- 6) The Parties intend that the Stibnite Advisory Council will, on an ongoing basis, provide regular updates to the Parties regarding the Council meetings and the implementation of this Agreement. Such updates may take the form of a letter, newsletter, presentation, public meeting, blog, video or other method deemed suitable by the Council.
- 7) Midas Gold shall provide reasonable administrative support and resources to the Council.
- 8) The Parties intend that the Stibnite Advisory Council discuss topics of interest to the Parties at the relevant time, which may include, but are not limited to:
 - a) Project status;
 - b) Safety & Environment;
 - c) Employment and Workforce Training;
 - d) Business Opportunities:
 - i) Contracting;
 - ii) Supply of consumables;
 - iii) Services.
 - e) Housing & Infrastructure:

- i) Transportation and access;
 - ii) Power and communication infrastructure upgrades;
 - iii) Road maintenance;
 - iv) Traffic; and
 - v) Recreational access and use.
- f) Community and Family Support & Sustainability:
- i) Stibnite Foundation;
 - ii) Education;
 - iii) Health and Fitness;
 - iv) Humanities, Arts, and Culture;
 - v) Police and Fire;
 - vi) Recycling; and
 - vii) Local food economy.
- 9) The Parties intend that the Council may, on an as-needed basis, establish working groups, and/or collaborate with existing working groups or organizations, to discuss matters of greater interest to some of the Parties.

CHAPTER 3: PARTICIPATION IN THE NEPA COMMENT PERIOD

- 1) Site restoration and re-development of mineral resources at Stibnite, generally known as the Stibnite Gold Project or Project, has been proposed in the Plan of Restoration and Operations (“PRO”) that Midas Gold filed with the United States Forest Service (“Forest Service”) and other regulatory authorities in September 2016 and is currently under a public and regulatory review process, in accordance with the National Environmental Policy Act (“NEPA”).
- 2) Parties have agreed to take reasonable steps to be informed about the Stibnite Gold Project with the purpose that being informed improves open communication and resolutions. Participation in the Stibnite Advisory Council, as noted above, is intended to help fulfil this obligation of the Parties.
- 3) Each Party shall provide one or more documents (each a “Comment Letter”) to the Forest Service during one or more of the public comment periods of the NEPA process related to the Stibnite Gold Project.
- 4) Each Party, at its sole discretion, shall determine the content of its Comment Letter(s).

CHAPTER 4: THE STIBNITE FOUNDATION

- 1) Within 90 days of the Effective Date of this Community Agreement, Midas Gold shall establish the Stibnite Foundation, and subsequently shall apply for status of the Stibnite Foundation as a non-profit organization, in order to provide a long-term and sustainable mechanism to fund projects that are of benefit to the Communities.
- 2) Midas Gold shall provide funding to the Stibnite Foundation as noted below in this Community Agreement.
- 3) The Parties do not intend that the Stibnite Foundation funding be used to address direct impacts of the Stibnite Gold Project as the Parties anticipate such matters will be addressed by the NEPA process and/or in permits that may be granted by regulatory agencies.
- 4) The Parties intend that the Stibnite Foundation Board coordinate with the Stibnite Advisory Council in resolving matters that are important to the Communities and that may be indirectly associated with the impact of the Project, or matters that are not addressed by formal regulatory processes. All eligible entities, including any entity that is a signatory to this Agreement and any entity that is not a signatory to this Agreement, may apply to the Stibnite Foundation for funding.
- 5) The Parties intend for the Stibnite Foundation to award funding for projects that are, among other things, likely to provide benefits to the Communities of the region. Depending on the project, the Stibnite Foundation may provide matching funds to complete requirements for an award of a larger grant or it may fund smaller projects in their entirety.
- 6) As soon as practicable, and thereafter on an annual basis, each Party shall, in accordance with its own rules, designate an individual (“Board Member”) to serve a one-year term on the Board of the Stibnite Foundation and help determine the distribution of funds in accordance with the Bylaws of the Stibnite Foundation.
- 7) The Parties intend that the Stibnite Foundation create an endowment that will continue beyond the conclusion of the Stibnite Gold Project, and therefore the obligation of each Party to designate a Board Member on an annual basis shall survive the termination of this Community Agreement.
- 8) Midas Gold’s designee shall serve as the initial Chair of the Stibnite Foundation.
- 9) The Parties intend that individuals appointed as Board Members provide guidance regarding the rules governing the Stibnite Foundation.

- 10) At any time, and at its sole discretion, a Party may remove its designee from the Stibnite Foundation Board. The Party shall take reasonable steps to designate a replacement.
- 11) As the Stibnite Gold Project progresses, Midas Gold will share the results of its growth with the Stibnite Foundation and, by extension, with the Communities. Accordingly, Midas Gold will provide the following to the Stibnite Foundation:
- a) Within 60 days of the formation of the Stibnite Foundation in accordance with this Community Agreement, Midas Gold will make an initial grant to the Stibnite Foundation of \$100,000 and, subject to regulatory approval, 1.5 million shares of Midas Gold Corp., or the equivalent value if such shares are not available.
 - b) In the first quarter of 2019 and in the first quarter of 2020, Midas Gold shall make additional grants of \$100,000 to the Stibnite Foundation.
 - c) Within 15 days of receipt of a positive Record of Decision for the Stibnite Gold Project, Midas Gold shall make a further grant of \$100,000 to the Stibnite Foundation.
 - d) Within 15 days of receipt of all permits and approvals necessary for the commencement of construction of the Stibnite Gold Project, Midas Gold shall make a grant of \$100,000 and, subject to regulatory approval, a further 1.5 million shares of Midas Gold Corp., or the equivalent value if such shares are not available, to the Stibnite Foundation.
 - e) Within 15 days of commencement of construction, as publicly declared by Midas Gold Corp., and not later than January 15 of every subsequent full year of construction until the commencement of commercial production, as publicly declared by Midas Gold, Midas Gold shall make a grant of \$250,000 per year to the Stibnite Foundation. For the year of transition from construction to commercial production, this grant shall be prorated, in arrears, for the number of days of construction, and any overpayment will be considered as an advance on future payments.
 - f) Within 15 days of commencement of commercial production, as publicly declared by Midas Gold Corp., Midas Gold shall make a grant of \$500,000 to the Stibnite Foundation.
 - g) For the first full year of commercial production, as publicly declared by Midas Gold, Midas Gold shall make a grant of a Minimum Payment (as defined below, being \$500,000) to the Stibnite Foundation, payable in quarterly installments.
 - h) Within 15 days of the filing of the annual financial statements of Midas Gold Corp., for the full first year after commencement of commercial production, as publicly declared by Midas Gold Corp., and in every subsequent full year of commercial production, Midas Gold shall make a grant of the greater of (i) 1% of publicly reported Total Comprehensive Income, after deducting Debt Repayments (including principal and interest) (the “Calculated Payment”), or (ii) \$500,000 (the “Minimum Payment”) to the Stibnite Foundation, payable in quarterly installments.
 - i) Any amount in excess of the Calculated Payment needed to achieve the Minimum Payment in any given year of commercial production will be considered as an advance on future payments and the overpayment amount(s) will be carried forward to offset the payment(s) in the subsequent year(s) of commercial production that exceed the Minimum Payment.

- ii) Total Comprehensive Income is defined as included in the Consolidated Statement of Comprehensive Income of the Audited Consolidated Financial Statements of Midas Gold Corp. that have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, or if unavailable, similarly internally prepared financial statements.
 - iii) Debt Repayments are those included in the Consolidated Statements of Cash Flow of the Audited Consolidated Financial Statements of Midas Gold Corp. that have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board or, if unavailable, similarly internally prepared financial statements.
 - i) Upon commencement of the final reclamation phase of the Stibnite Gold Project, as publicly declared by Midas Gold Corp., Midas Gold shall make a final, one-time grant of \$1 million to the Stibnite Foundation.
 - j) In the event that the Stibnite Gold Project ceases operation, either temporarily or permanently, before the end of the designated mine life, as publicly announced by Midas Gold Corp., the payments will be prorated for the time in operation.
- 12) The Parties intend that the shares of Midas Gold Corp. donated to the Stibnite Foundation be retained longer-term in order to provide the basis for a lasting endowment and that, in addition, a certain percentage of the cash component should be retained as part of the long-term endowment, with the substantial majority of the cash component being distributed each year.

CHAPTER 5: GENERAL MATTERS

1) Interpretation

- a) The Preamble is an integral part of this Community Agreement.
- b) Any informational topics that may be attached to this Community Agreement are provided solely as background information and are not part of this Community Agreement.
- c) Headings, including the table of contents, are included for convenience only, and do not affect the construction or interpretation of any provision in this Community Agreement.
- d) All capitalized terms have the meanings ascribed to them in this Community Agreement.
- e) In this Community Agreement, a year is a calendar year and a day is a calendar day.

2) Effective Date and Term of Agreement

- a) The Effective Date of this Community Agreement is the date first written above.
- b) This Community Agreement shall terminate automatically on the date that is one year following the commencement of the final Reclamation phase of the Stibnite Gold Project as publicly announced by Midas Gold Corp. (the “Termination Date”).
- c) Notwithstanding the termination clause above, the obligation of each Party to annually designate a Stibnite Foundation Board Member shall survive the termination of this Community Agreement and shall continue for such period of time as the Stibnite Foundation exists, unless such Party opts out of this Community Agreement in accordance with the provisions below.

3) Opt-Out

- a) Any Party, except for Midas Gold, may opt out of this Community Agreement and have no further obligation under this Agreement, by providing written notice to each other Party.
- b) Midas Gold, and any successors or assigns of Midas Gold, may not opt out of this Community Agreement and shall be bound by the intent of, and its obligations under, this Community Agreement until the Termination Date.

4) Amendments

- a) This Agreement may be amended only by agreement of a super-majority of at least two-thirds of the Parties. Amendments may include the addition of one or more entities that

may, in future, want to participate in this Community Agreement. Notwithstanding this amendment clause, the payment obligations in this Community Agreement may not be amended without the prior written consent of Midas Gold.

5) Responsibilities of the Parties

- a) Each Party acknowledges the value of openness and transparency and acknowledges its own responsibility for following applicable laws, rules and regulations.

6) Entire Agreement

- a) This Community Agreement is the entire agreement among the Parties.

7) Notices to Parties

- a) To be effective, a Notice must be in writing, signed by the initiating Party, and delivered to the receiving Party at its usual office address.

8) News Releases and Public Announcements

- a) Parties will take reasonable steps to coordinate with each other regarding any news release and/or public announcement regarding this Community Agreement or the collective actions contemplated herein.

9) Default or Breach of Agreement and Available Remedies

- a) A Party will be in default or in breach of this Agreement only if such Party receives Notice of an alleged default or breach and does not cure within 30 days of such Notice.
- b) A Party shall not use a breach or default by any one Party as grounds for the revocation of this Community Agreement, in whole or in part.
- c) Furthermore, nothing in this Community Agreement shall be construed as relieving Midas Gold from its obligation to fund the Stibnite Foundation in accordance with this Community Agreement.
- d) The remedy available to be used against an uncured breaching/defaulting Party, other than Midas Gold, is limited to the loss of such Party's right to designate a Representative on the Stibnite Advisory Council and/or the right to designate a Board Member on the Stibnite Foundation.

10) Governing Law

- a) This Community Agreement shall be governed by the laws of the State of Idaho.

11) Dispute Resolution

- a) In the event of a dispute among the Parties with respect to this Community Agreement, the Party raising the dispute (the “Initiating Party”) may give Notice in writing to the other Party (the “Receiving Party”), with a copy of such Notice to each other Party, providing particulars of the matter and the remedy sought.
- b) Within 10 days after the date of the Notice, the Initiating Party and Receiving Party shall meet and shall use best efforts to resolve the matter in good faith.
- c) If there is no mutually acceptable resolution of the matter within 30 days of the Notice, the Initiating Party may, and provided the Initiating Party has the agreement in writing of a majority of the other Parties, take the matter to mediation under applicable laws.
- d) If there is no resolution, acceptable to a majority of the Parties, of the matter within 30 days of the commencement of the mediation, the Parties may take the matter to arbitration under applicable laws by a suitably qualified arbitrator, who shall be a person mutually agreeable to the Parties; provided that, if the Parties are unable to agree on an arbitrator within 15 days of a Party providing a Notice to proceed to arbitration, the Chair of the Stibnite Advisory Council shall choose the arbitrator within a further 30 days.
- e) The decision of the arbitrator shall be binding on the Parties and no further action may be taken by the Parties.

CHAPTER 6: SIGNATORIES

IN WITNESS THEREOF, the Parties hereto have executed, in the spirit of cooperation, this Community Agreement effective on the date first written above.

City of Cascade

City of Council

City of Donnelly

City of McCall

City of New Meadows

City of Riggins

Village of Yellow Pine

Adams County

Idaho County

Valley County

Midas Gold Idaho, Inc.

Midas Gold Corp.

From: [Anette Spickard](#)
To: [City Council](#)
Cc: [BessieJo Wagner](#); [William F. Nichols](#); [Erin Greaves](#)
Subject: Final Draft of Midas Gold Community Agreement
Date: Tuesday, October 23, 2018 1:46:59 PM
Attachments: [image010.png](#)

Hello Mayor and Council,

Here is the final draft of the proposed Community Agreement from Midas Gold. Erin will post this to our webpage at: <https://www.mccall.id.us/stibnite-project-by-midas-gold>

Councilor Giles and I attended last Friday's "focus group" meeting that included representatives from the communities listed on the first page as well as the members of the "West Central Mountains Community Partnership". During that meeting Midas Gold staff went over the latest changes they have made. At the end of the meeting County Commissioner Cruickshank announced that the county will not sign the agreement in its current form because their attorney advised against it. They are a permitting agency that will make decisions on the CUP and other matters related to the mine and need to stay neutral. However they wish to attend the Advisory Council that is formed by this agreement as ad hoc, non-voting members so they can stay abreast of the mine issues.

A couple of items in the new draft to highlight for you:

- They have requested that the agreement be signed by November 30, 2018 so they can convene the Advisory Council starting in January and can establish the Stibnite Foundation by March.
- The agreement is now with Midas Gold Corp in Canada not Midas Gold Idaho as originally drafted because Midas Gold Idaho cannot commit stock of their parent company to the Stibnite Foundation, only the parent corporation can.
- It now includes the specific formula for how the Foundation will be funded by Midas Gold as written by the CFO of Midas Gold Corp.
- They will not agree to separate the Stibnite Foundation component out of the overall agreement.

I am available to meet with you anytime between now and the end of November one-on-one to go over the proposed agreement and gather your questions. As a reminder we still have two community educational forums, one tonight and one on November 13, before Council will discuss the agreement again in public session.

Thank you,

Anette Spickard | City Manager
216 E Park Street | McCall | ID 83638
Direct: 208.634.1003 | Fax: 208.634.3038



Web: www.mccall.id.us

Blog: cityofmccall.wordpress.com

Social: [Facebook.com/cityofmccall](https://www.facebook.com/cityofmccall)

From: [Jackie Aymon](#)
To: [Anette Spickard](#); [BessieJo Wagner](#); [City Council](#)
Subject: Fw: Midas Gold
Date: Monday, November 05, 2018 5:26:13 PM

From: Tom Blanchard <tjblanchard@svskylan.net>
Sent: Saturday, November 3, 2018 8:25 PM
To: Jackie Aymon
Subject: Midas Gold

Mayor Aymon,

Thank you for the note....

I was invited to appear on Idaho Matters as a result of the presentation in McCall. I think my initial statement captures my thinking and your challenge. It can be heard at <http://www.boisestatepublicradio.org/programs/idaho-matters#stream/0>



Idaho Matters | Boise State Public Radio

www.boisestatepublicradio.org

Idaho Matters is the place on-air and online where folks with different views can talk with each other, exchange ideas, debate with respect and come away richer out of the experience.. We hope you'll engage with us!

Some observations since being in McCall. Many of your down valley neighbors will be more lenient in their evaluation of

impact. Jobs speak loudly. They also represent entities that do not have the financial resources to do extensive land planning. Valley County generally fits in that same financial and cultural environment.

From my experience here in Blaine County, the entity that has financial flexibility has to take the lead, and even carry the larger burden of valley wide coordination and studies (spell that McCall). That suggests that the degree to which Midas works with the community will be highly impacted by what McCall does.

I have advocated joining the Community Agreement group on the grounds that you need to be at the table in all cases. This is also an opportunity to demonstrate to the other entities that there are measurable impacts that will go to the taxpayers if not supported by Midas. A prime goal of the Community Agreement group should be to negotiate a second community agreement that identifies the impacts, provides justifiable rationale as to why Midas needs to contribute to mitigation.

In some ways I see this as analogous to an annexation where the city negotiates an agreement that mitigates long term impacts. You first want to evaluate the Level of Service (LOS) for all services the cities and county provide. If you currently provide one police officer per 500 population, then the population increase projections from from Midas will give you a LOS demand as a result of the project. If Midas brings in

1,200 jobs, 50% of which move into Valley County, it represents 600 potential families x 2.7 per household = 1,620 people moving into the county over the first three years. That translate then into 3.25 new police officers needed in the county, each of which needs a vehicle, desk space, radio equipment, etc. Schools will add pupils and teachers, park and trail use increases, roads, social services....

And you need to get Midas to break down the tax distribution to each local entity. Right now they give a figure for a combined tax revenue to “state and local governments” but do not tell you what McCall could expect to see in future tax revenue as a result of the Midas project. Midas will be the first to suggest that tax revenue to the cities and county will be available to pay for the cost for long term infrastructure and an increased Level of Service. Unfortunately, nothing that I see in the documents provides financial clarity as to how much it is going to cost and how much revenue will be generated. Midas needs to step up and work with the entities of Valley County to evaluate these issue and identify a reasonable level of financial responsibility.

I hope you enjoy large challenges.

Sincerely,

Tom Blanchard

From: [Anette Spickard](#)
To: [City Council](#); [BessieJo Wagner](#)
Subject: FW: feedback on Midas project and proposed Stibnite Foundation
Date: Tuesday, November 13, 2018 8:24:06 AM

FYI

From: Janet Reis <janetreis@boisestate.edu>
Sent: Monday, November 12, 2018 11:01 AM
To: Anette Spickard <aspickard@mccall.id.us>
Cc: Holidays in United States <janetreis@boisestate.edu>
Subject: feedback on Midas project and proposed Stibnite Foundation

Hello,

I write to offer my support for the Midas Gold project generally and the possibility of the City of McCall entering into a community agreement specifically.

I have made a point as a resident of McCall since the mid 1990s to try and track the actions of the company since they first came to the area. Reopening the Stibnite site holds both potential risks and potential benefits.

Over the course of the years and after attending a number of presentations, including the Midas presentation in Boise in the last year and the proposed Stibnite Foundation presentation in Cascade last month, I am persuaded that Midas is sincere in their commitment to restoring major portions of the ravaged mining site while starting a working mine and cultivating positive community relationships.

I think the quality of staff dedicated by Midas to develop community relationships attests to the level of the corporate commitment to our area and its citizens.

In previous correspondence about Midas, I have tried to bring forward the import of opening new jobs for our community. I believe these jobs are significant for many families in the area.

With regards the the choice of joining in a community agreement, I believe this initiative would also be of benefit to our community. The agreement would promote further collaboration between and among communities. The agreement would encourage more thoughtful analysis of community needs. The agreement would one of the methods to keep the communities informed of events and milestones with the mining effort. Over time, the resources offered by the Stibnite Foundation could be used to address longstanding community needs with targeted funding.

Please contact me if additional input would be helpful.

Thank you.

Janet Reis

15 Flicker
McCall

COMMUNITY AGREEMENT

EFFECTIVE THIS 30TH DAY OF NOVEMBER, 2018

AMONG

THE CITIES OF

CASCADE, COUNCIL, DONNELLY, MCCALL, NEW MEADOWS, AND RIGGINS

AND

THE VILLAGE OF YELLOW PINE

AND

ADAMS, IDAHO AND VALLEY COUNTIES

Being, collectively, the “Communities”

AND

MIDAS GOLD

Being, collectively, Midas Gold Idaho, Inc. the operating entity for the Stibnite Gold Project, and its parent company, Midas Gold Corp.

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PREAMBLE

WHEREAS the signatories to this Agreement (each a “Party” and collectively the “Parties”) may be affected by the Stibnite Gold Project.

WHEREAS the Parties want to create a long-term working relationship based on mutual trust, respect, transparency and accountability, and that also provides for firm commitments to care for people and the environment while supporting economic opportunity for the region.

WHEREAS this Community Agreement is not an endorsement of the Stibnite Gold Project and does not contain any obligation to endorse the Stibnite Gold Project.

WHEREAS this Community Agreement is designed to create a framework for ongoing communication, information exchange, and sharing of benefits.

WHEREAS Midas Gold is committed to socially and environmentally responsible activities now, and throughout the life of the Stibnite Gold Project, and wishes to formalize this commitment for the long term.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1: COMMITMENTS

- 1) The Parties want to support each other in achieving a positive and values-based vision for the future of the region, particularly as it pertains to the Stibnite Gold Project's impact on Communities.
- 2) This Community Agreement is not an endorsement of the Stibnite Gold Project and does not contain any obligation to endorse the Stibnite Gold Project.
- 3) The purpose of this Community Agreement is:
 - a) to create a mechanism and opportunity for the Communities in Idaho's West Central Mountains area and Midas Gold to discuss, in good faith, the potential and actual impacts of the Stibnite Gold Project on the Communities; and
 - b) to create resources and a framework for ongoing communication, information exchange, and sharing of benefits in order to work collectively to enhance the sustainability of the Communities.
- 4) Accordingly, each Party agrees to:
 - a) Participate in the Stibnite Advisory Council;
 - b) Participate in the NEPA comment period for the Stibnite Gold Project; and
 - c) Participate in the Stibnite Foundation.
- 5) For greater clarity:
 - a) Stibnite Advisory Council – To participate in the Stibnite Advisory Council means that the Parties will collectively establish an advisory council comprised of designees of the Parties. The Council will serve as the principal forum for communication among the Parties regarding the Stibnite Gold Project now and throughout the life of the Project, and it will also provide oversight for the implementation of this Community Agreement in an efficient, solution-oriented, timely and cooperative manner. See Chapter 2 of this Community Agreement for further details.
 - b) NEPA comment period – To participate in the National Environmental Policy Act (“NEPA”) comment period means taking reasonable steps to understand the Stibnite Gold Project and subsequently providing an informed comment letter to the U.S. Forest Service. “Reasonable steps” may include information sharing, discussion, and potential resolution of matters related to the Project by participating in the meetings of the Stibnite Advisory Council. See Chapter 3 of this Community Agreement for further details.
 - c) Stibnite Foundation – To participate in the Stibnite Foundation means an individual will be designated by each Party to serve on the board of a charitable foundation that will support the objectives of the region's residents. Funding will be provided to the Stibnite Foundation by Midas Gold. See Chapter 4 of this Community Agreement for further details.

CHAPTER 2: COMMUNICATION AND STIBNITE ADVISORY COUNCIL

- 1) The Parties value open, transparent communication and desire to implement this Community Agreement effectively and cooperatively in accordance with its terms. Accordingly, they have agreed to collectively establish an advisory council (the “Stibnite Advisory Council”).
- 2) As soon as practicable, and thereafter on an annual basis, each Party shall, in accordance with its own rules, designate an individual (“Representative”) to serve a one-year term as a member of the Stibnite Advisory Council.
- 3) Midas Gold’s Representative shall serve as Chair of the Stibnite Advisory Council until a Chair is elected in accordance with rules established by the Council.
- 4) At any time, and at its sole discretion, a Party may remove its Representative from the Stibnite Advisory Council. The Party shall take reasonable steps to designate a replacement.
- 5) The Parties intend that, as soon as practicable and, in any event not later than March 31, 2019, the Stibnite Advisory Council will establish itself as a formal organization, develop rules governing its operation including, but not limited to, matters such as meeting schedule, voting, election of a Chair, staggering of terms to provide continuity to the Council, replacement of Representatives, appointment of alternates and/or successors, goals and objectives, proactive solutions, coordination of the Council with the Stibnite Foundation and other local organizations that may have an interest in the subject matter under consideration of the Council.
- 6) The Parties intend that the Stibnite Advisory Council will, on an ongoing basis, provide regular updates to the Parties regarding the Council meetings and the implementation of this Agreement. Such updates may take the form of a letter, newsletter, presentation, public meeting, blog, video or other method deemed suitable by the Council.
- 7) Midas Gold shall provide reasonable administrative support and resources to the Council.
- 8) The Parties intend that the Stibnite Advisory Council discuss topics of interest to the Parties at the relevant time, which may include, but are not limited to:
 - a) Project status;
 - b) Safety & Environment;
 - c) Employment and Workforce Training;
 - d) Business Opportunities:
 - i) Contracting;
 - ii) Supply of consumables;
 - iii) Services.

- e) Housing & Infrastructure:
 - i) Transportation and access;
 - ii) Power and communication infrastructure upgrades;
 - iii) Road maintenance;
 - iv) Traffic; and
 - v) Recreational access and use.
 - f) Community and Family Support & Sustainability:
 - i) Stibnite Foundation;
 - ii) Education;
 - iii) Health and Fitness;
 - iv) Humanities, Arts, and Culture;
 - v) Police and Fire;
 - vi) Recycling; and
 - vii) Local food economy.
- 9) The Parties intend that the Council may, on an as-needed basis, establish working groups, and/or collaborate with existing working groups or organizations, to discuss matters of greater interest to some of the Parties.

CHAPTER 3: PARTICIPATION IN THE NEPA COMMENT PERIOD

- 1) Site restoration and re-development of mineral resources at Stibnite, generally known as the Stibnite Gold Project or Project, has been proposed in the Plan of Restoration and Operations (“PRO”) that Midas Gold filed with the United States Forest Service (“Forest Service”) and other regulatory authorities in September 2016 and is currently under a public and regulatory review process, in accordance with the National Environmental Policy Act (“NEPA”).
- 2) Parties have agreed to take reasonable steps to be informed about the Stibnite Gold Project with the purpose that being informed improves open communication and resolutions. Participation in the Stibnite Advisory Council, as noted above, is intended to help fulfill this obligation of the Parties.
- 3) Each Party shall provide one or more documents (each a “Comment Letter”) to the Forest Service during one or more of the public comment periods of the NEPA process related to the Stibnite Gold Project.
- 4) Each Party, at its sole discretion, shall determine the content of its Comment Letter(s).

CHAPTER 4: THE STIBNITE FOUNDATION

- 1) Within 90 days of the Effective Date of this Community Agreement, Midas Gold shall establish the Stibnite Foundation, and subsequently shall apply for status of the Stibnite Foundation as a non-profit organization, in order to provide a long-term and sustainable mechanism to fund projects that are of benefit to the Communities.
- 2) Midas Gold shall provide funding to the Stibnite Foundation as noted below in this Community Agreement.
- 3) The Parties do not intend that the Stibnite Foundation funding be used to address direct impacts of the Stibnite Gold Project as the Parties anticipate such matters will be addressed by the NEPA process and/or in permits that may be granted by regulatory agencies.
- 4) The Parties intend that the Stibnite Foundation Board coordinate with the Stibnite Advisory Council in resolving matters that are important to the Communities and that may be indirectly associated with the impact of the Project, or matters that are not addressed by formal regulatory processes. All eligible entities, including any entity that is a signatory to this Agreement and any entity that is not a signatory to this Agreement, may apply to the Stibnite Foundation for funding.
- 5) The Parties intend for the Stibnite Foundation to award funding for projects that are, among other things, likely to provide benefits to the Communities of the region. Depending on the project, the Stibnite Foundation may provide matching funds to complete requirements for an award of a larger grant or it may fund smaller projects in their entirety.
- 6) As soon as practicable, and thereafter on an annual basis, each Party shall, in accordance with its own rules, designate an individual (“Board Member”) to serve a one-year term on the Board of the Stibnite Foundation and help determine the distribution of funds in accordance with the Bylaws of the Stibnite Foundation.
- 7) The Parties intend that the Stibnite Foundation create an endowment that will continue beyond the conclusion of the Stibnite Gold Project, and therefore the obligation of each Party to designate a Board Member on an annual basis shall survive the termination of this Community Agreement.
- 8) Midas Gold’s designee shall serve as the initial Chair of the Stibnite Foundation.
- 9) The Parties intend that individuals appointed as Board Members provide guidance regarding the rules governing the Stibnite Foundation.

- 10) At any time, and at its sole discretion, a Party may remove its designee from the Stibnite Foundation Board. The Party shall take reasonable steps to designate a replacement.
- 11) As the Stibnite Gold Project progresses, Midas Gold will share the results of its growth with the Stibnite Foundation and, by extension, with the Communities. Accordingly, Midas Gold will provide the following to the Stibnite Foundation:
- a) Within 60 days of the formation of the Stibnite Foundation in accordance with this Community Agreement, Midas Gold will make an initial grant to the Stibnite Foundation of \$100,000 and, subject to regulatory approval, 1.5 million shares of Midas Gold Corp., or the equivalent value if such shares are not available.
 - b) In the first quarter of 2019 and in the first quarter of 2020, Midas Gold shall make additional grants of \$100,000 to the Stibnite Foundation.
 - c) Within 15 days of receipt of a positive Record of Decision for the Stibnite Gold Project, Midas Gold shall make a further grant of \$100,000 to the Stibnite Foundation.
 - d) Within 15 days of receipt of all permits and approvals necessary for the commencement of construction of the Stibnite Gold Project, Midas Gold shall make a grant of \$100,000 and, subject to regulatory approval, a further 1.5 million shares of Midas Gold Corp., or the equivalent value if such shares are not available, to the Stibnite Foundation.
 - e) Within 15 days of commencement of construction, as publicly declared by Midas Gold Corp., and not later than January 15 of every subsequent full year of construction until the commencement of commercial production, as publicly declared by Midas Gold, Midas Gold shall make a grant of \$250,000 per year to the Stibnite Foundation. For the year of transition from construction to commercial production, this grant shall be prorated, in arrears, for the number of days of construction, and any overpayment will be considered as an advance on future payments.
 - f) Within 15 days of commencement of commercial production, as publicly declared by Midas Gold Corp., Midas Gold shall make a grant of \$500,000 to the Stibnite Foundation.
 - g) For the first full year of commercial production, as publicly declared by Midas Gold, Midas Gold shall make a grant of a Minimum Payment (as defined below, being \$500,000) to the Stibnite Foundation, payable in quarterly installments.
 - h) Within 15 days of the filing of the annual financial statements of Midas Gold Corp., for the full first year after commencement of commercial production, as publicly declared by Midas Gold Corp., and in every subsequent full year of commercial production, Midas Gold shall make a grant of the greater of (i) 1% of publicly reported Total Comprehensive Income, after deducting Debt Repayments (including principal and interest) (the “Calculated Payment”), or (ii) \$500,000 (the “Minimum Payment”) to the Stibnite Foundation, payable in quarterly installments.
 - i) Any amount in excess of the Calculated Payment needed to achieve the Minimum Payment in any given year of commercial production will be considered as an advance on future payments and the overpayment amount(s) will be carried forward to offset the payment(s) in the subsequent year(s) of commercial production that exceed the Minimum Payment.

- ii) Total Comprehensive Income is defined as included in the Consolidated Statement of Comprehensive Income of the Audited Consolidated Financial Statements of Midas Gold Corp. that have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, or if unavailable, similar internally prepared financial statements.
 - iii) Debt Repayments are those included in the Consolidated Statements of Cash Flow of the Audited Consolidated Financial Statements of Midas Gold Corp. that have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board or, if unavailable, similar internally prepared financial statements.
 - i) Upon commencement of the final reclamation phase of the Stibnite Gold Project, as publicly declared by Midas Gold Corp., Midas Gold shall make a final, one-time grant of \$1 million to the Stibnite Foundation.
 - j) In the event that the Stibnite Gold Project ceases operation, either temporarily or permanently, before the end of the designated mine life, as publicly announced by Midas Gold Corp., the payments will be prorated for the time in operation.
- 12) The Parties intend that the shares of Midas Gold Corp. donated to the Stibnite Foundation be retained longer-term in order to provide the basis for a lasting endowment and that, in addition, a certain percentage of the cash component should be retained as part of the long-term endowment, with the substantial majority of the cash component being distributed each year.

CHAPTER 5: GENERAL MATTERS

1) Interpretation

- a) The Preamble is an integral part of this Community Agreement.
- b) Any informational topics that may be attached to this Community Agreement are provided solely as background information and are not part of this Community Agreement.
- c) Headings, including the table of contents, are included for convenience only, and do not affect the construction or interpretation of any provision in this Community Agreement.
- d) All capitalized terms have the meanings ascribed to them in this Community Agreement.
- e) In this Community Agreement, a year is a calendar year and a day is a calendar day.

2) Effective Date and Term of Agreement

- a) The Effective Date of this Community Agreement is the date first written above.
- b) This Community Agreement shall terminate automatically on the date that is one year following the completion of the final Reclamation phase of the Stibnite Gold Project as publicly announced by Midas Gold Corp. (the “Termination Date”).
- c) Notwithstanding the termination clause above, the obligation of each Party to annually designate a Stibnite Foundation Board Member shall survive the termination of this Community Agreement and shall continue for such period of time as the Stibnite Foundation exists, unless such Party opts out of this Community Agreement in accordance with the provisions below.

3) Opt-Out

- a) Any Party, except for Midas Gold, may opt out of this Community Agreement and have no further obligation under this Agreement, by providing written notice to each other Party.
- b) Midas Gold, and any successors or assigns of Midas Gold, may not opt out of this Community Agreement and shall be bound by the intent of, and its obligations under, this Community Agreement until the Termination Date.

4) Amendments

- a) This Agreement may be amended only by agreement of a super-majority of at least two-thirds of the Parties. Amendments may include the addition of one or more entities that may, in future, want to participate in this Community Agreement. Notwithstanding this amendment clause, the payment obligations in this Community Agreement may not be amended without the prior written consent of Midas Gold.

5) Responsibilities of the Parties

- a) Each Party acknowledges the value of openness and transparency and acknowledges its own responsibility for following applicable laws, rules and regulations.
- b) The Parties understand that any Party that has, or is in a position to have, regulatory jurisdiction over Midas Gold, shall recuse itself, and its designated representatives(s), from participating in or voting on any matter regarding Midas Gold that is under consideration by the Stibnite Advisory Council or the Stibnite Foundation and that is subject to that regulatory jurisdiction.

6) Entire Agreement

- a) This Community Agreement is the entire agreement among the Parties.

7) Notices to Parties

- a) To be effective, a Notice must be in writing, signed by the initiating Party, and delivered to the receiving Party at its usual office address.

8) News Releases and Public Announcements

- a) Parties will take reasonable steps to coordinate with each other regarding any news release and/or public announcement regarding this Community Agreement or the collective actions contemplated herein.

9) Default or Breach of Agreement and Available Remedies

- a) A Party will be in default or in breach of this Agreement only if such Party receives Notice of an alleged default or breach and does not cure within 30 days of such Notice.
- b) A Party shall not use a breach or default by any one Party as grounds for the revocation of this Community Agreement, in whole or in part.
- c) Furthermore, nothing in this Community Agreement shall be construed as relieving Midas Gold from its obligation to fund the Stibnite Foundation in accordance with this Community Agreement.
- d) The remedy available to be used against an uncured breaching/defaulting Party, other than Midas Gold, is limited to the loss of such Party's right to designate a Representative on the Stibnite Advisory Council and/or the right to designate a Board Member on the Stibnite Foundation.

10) Governing Law

- a) This Community Agreement shall be governed by the laws of the State of Idaho.

11) Dispute Resolution

- a) In the event of a dispute among the Parties with respect to this Community Agreement, the Party raising the dispute (the “Initiating Party”) may give Notice in writing to the other Party (the “Receiving Party”), with a copy of such Notice to each other Party, providing particulars of the matter and the remedy sought.
- b) Within 10 days after the date of the Notice, the Initiating Party and Receiving Party shall meet and shall use best efforts to resolve the matter in good faith.
- c) If there is no mutually acceptable resolution of the matter within 30 days of the Notice, the Initiating Party may, and provided the Initiating Party has the agreement in writing of a majority of the other Parties, take the matter to mediation under applicable laws.
- d) If there is no resolution, acceptable to a majority of the Parties, of the matter within 30 days of the commencement of the mediation, the Parties may take the matter to arbitration under applicable laws by a suitably qualified arbitrator, who shall be a person mutually agreeable to the Parties; provided that, if the Parties are unable to agree on an arbitrator within 15 days of a Party providing a Notice to proceed to arbitration, the Chair of the Stibnite Advisory Council shall choose the arbitrator within a further 30 days.
- e) If the Parties choose to bring a matter to arbitration, then the decision of the arbitrator shall be binding on the Parties and no further action may be taken by the Parties.

CHAPTER 6: SIGNATORIES

IN WITNESS THEREOF, the Parties hereto have executed, in the spirit of cooperation, this Community Agreement effective on the date first written above.

City of Cascade

City of Council

City of Donnelly

City of McCall

City of New Meadows

City of Riggins

Village of Yellow Pine

Adams County

Idaho County

Valley County

Midas Gold Idaho, Inc.

Midas Gold Corp.

From: [Charles Ray](#)
To: [BessieJo Wagner](#)
Cc: [Jackie Aymon](#)
Subject: Re: Midas Gold meetings - Councilman Giles
Date: Wednesday, November 28, 2018 6:36:18 PM

Hi Ms. Wagner,

Thanks for your prompt response. I'll look forward to Mayor Aymon's answers to my questions.

Charles Ray

On Nov 28, 2018, at 4:49 PM, BessieJo Wagner <bwagner@mccall.id.us> wrote:

Hi Mr. Ray,

Your email has been received and will be treated as a Public Records Request. A response will be issued within the next three days.

Thank you,

BessieJo Wagner | City Clerk
216 E Park Street | McCall | ID 83638
Direct: [208.634.4874](tel:208.634.4874) | Fax: [208.634.3038](tel:208.634.3038)
<image001.png>

Web: www.mccall.id.us

Blog: cityofmccall.wordpress.com

Social: [Facebook.com/cityofmccall](https://www.facebook.com/cityofmccall)

From: Charles Ray <marm@frontiernet.net>
Sent: Wednesday, November 28, 2018 11:40 AM
To: Jackie Aymon <jaymon@mccall.id.us>
Cc: Bob Giles <bgiles@mccall.id.us>; Colby Nielsen <cnielsen@mccall.id.us>; Melanie Holmes <mholmes@mccall.id.us>; Thomas Sowers <tsowers@mccall.id.us>; Anette Spickard <aspickard@mccall.id.us>; BessieJo Wagner <bwagner@mccall.id.us>
Subject: Midas Gold meetings - Councilman Giles

Please confirm receipt of this e-mail
Nov. 28, 2018

Mayor Aymon,

It is my understanding that Councilman Giles has met with representatives of Midas Gold regarding Midas' so-called Community Agreement. If this is true, would you please answer the following questions?

1. What is the specific nature and purpose of the meetings?
2. Did Councilman Giles attend as a representative of the McCall City Council?
3. Have other members of the City Council attended any of the meetings? If so, whom?
4. How many meetings have been held and at what location(s)?
5. Are (Were) the meetings open to the public?
6. If the meetings were open to the public, were any members of the public present at any of the meetings? If so, whom?
7. If the meetings are (were) open to the public, was there any public notification?
8. Is the Council aware of meeting notes, memos, agendas, attendance lists, or reports from any of the meetings?
9. Are additional meetings planned? If so, when and where?
10. Are these meetings subject to the Idaho Open Meeting Law?

Thanks for your consideration of these questions. I look forward to your response.

Charles Ray
marm@frontiernet.net

From: [Anette Spickard](#)
To: [BessieJo Wagner](#); [City Council](#)
Subject: FW: Midas Community Agreement Delay
Date: Thursday, November 29, 2018 4:02:51 PM

FYI

-----Original Message-----

From: Beth Kochevar <bethkochevar@gmail.com>
Sent: Thursday, November 29, 2018 4:02 PM
To: Anette Spickard <aspickard@mccall.id.us>
Subject: Midas Community Agreement Delay

Hi Annette,

I would like to request a delay to the dec 13 decision about the Midas Gold community agreement. I believe it would be beneficial to allow for more time for community input before the decision is made, and it would be great if there was more than 2 weeks for input.

Thanks!

Beth Kochevar

From: [Anette Spickard](#)
To: [BessieJo Wagner](#); [City Council](#)
Subject: FW: Midas Gold site discussions
Date: Thursday, November 29, 2018 10:04:33 AM

FYI

From: Barb <pyle@frontiernet.net>
Sent: Thursday, November 29, 2018 9:09 AM
To: Anette Spickard <aspickard@mccall.id.us>
Subject: Midas Gold site discussions

To: City Manager

e-mail regarding the Midas Gold discussions. I support the Midas Gold discussions be put on hold until after the holidays as there is too much pressure during this very busy time of year and the impact to our community is too serious to rush this project.

Barbara Pyle
Community member



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From: [Anette Spickard](#)
To: [City Council](#); [BessieJo Wagner](#); [Erin Greaves](#); [William F. Nichols](#)
Subject: FW: Final Community Agreement
Date: Thursday, November 29, 2018 10:05:59 AM
Attachments: [image002.png](#)
[image003.png](#)

FYI

From: Belinda Provancher <provancher@midasgoldinc.com>
Sent: Thursday, November 29, 2018 10:00 AM
To: Andrew Mentzer <vcedcidaho@gmail.com>; Anette Spickard <aspickard@mccall.id.us>; Bob Giles <bgiles@mccall.id.us>; Carol Feider <sfeider@frontiernet.net>; Cynda Herrick <cherrick@co.valley.id.us>; Gordon Cruickshank (glc55@frontier.com) <glc55@frontier.com>; Julie Crosby (mayor@cascadeid.us) <mayor@cascadeid.us>; juliegcitynm@gmail.com; Larry J. Laxson (llaxson@co.valley.id.us) <llaxson@co.valley.id.us>; Lyle Nelson - St. Lukes Hospital (lnelson@slhs.org) <lnelson@slhs.org>; Lynn Imel (limel@ruralnetwork.net) <limel@ruralnetwork.net>; Mckinsey Lyon <mlyon@midasgoldinc.com>; Scotty Davenport <scotty.davenport@gmail.com>; Shauna Arnold <ShaunaArnold@hughes.net>; Sherry Maupin (smaupin@idahofirstbank.com) <smaupin@idahofirstbank.com>; steelie@frontiernet.net; Tami Testa <cityclerk@ctcweb.net>; tylercg@frontier.com; Willie Sullivan <wsully47@gmail.com>
Cc: Anne Labelle <ALabelle@midasgoldcorp.com>
Subject: Final Community Agreement

Hello All,

Hope this finds everyone doing fabulous and weighing a bit more because of all the Thanksgiving turkey you ate (in my case it was pie !

I have attached the final Community Agreement that has been given to all of our Cities and Counties for their signature. All cities have signed on to the agreement with the exception of McCall and they will vote within the next two weeks. Adams and Valley County will vote on December 17th. (Side note, I thought I sent this some time ago, but I've been having email issues and some of you had not received, so I thought I would just resend.)

This took a lot of time and energy on behalf of all of you and I want to personally thank each one of you for taking that time to create a great regional document that will guarantee continued conversation with Midas even long after I am retired. The Foundation is going to be stellar as well. I hope this can be used in the future as a template for other companies coming into our region.

Enjoy your holidays with family and friends, be safe and happy!

Belinda

Belinda Provancher

Community Relations Manager

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PO Box 429, 13181 Highway 55, Donnelly, ID 83615

T: 208.901.3121

M: 208.440.5163

F: 208.325.9273

 www.facebook.com/midasgoldidaho

 [@MidasIdaho](https://twitter.com/MidasIdaho)

 www.midasgoldidaho.com

From: [Anette Spickard](#)
To: [Charles Ray](#); [Jackie Aymon](#); [Bob Giles](#); [Colby Nielsen](#); [Melanie Holmes](#); [Thomas Sowers](#); [BessieJo Wagner](#)
Subject: RE: Midas Gold on Dec. 13 agenda
Date: Thursday, November 29, 2018 2:58:12 PM

Hello Mr. Ray,

Yes we have received your email and it will be placed in the correspondence file for this topic for Council's review.

Thank you,

Anette

From: Charles Ray <marm@frontiernet.net>
Sent: Thursday, November 29, 2018 2:40 PM
To: Jackie Aymon <jaymon@mccall.id.us>; Bob Giles <bgiles@mccall.id.us>; Colby Nielsen <cnielsen@mccall.id.us>; Melanie Holmes <mholmes@mccall.id.us>; Thomas Sowers <tsowers@mccall.id.us>; Anette Spickard <aspickard@mccall.id.us>; BessieJo Wagner <bwagner@mccall.id.us>
Subject: Midas Gold on Dec. 13 agenda

Please confirm receipt of this e-mail

November 28, 2018

To each member of the McCall City Council,

I notice on page 313 of the November 29, City Council Packet, under the "Upcoming Meeting Schedule" heading for December 13, the following item:

10. Community Agreement with Midas Gold??

As you all know, there is a high level of public interest in any Council proceeding regarding Midas Gold. In the interest of giving every member of the public a fair opportunity to observe and comment on any proceeding concerning Midas Gold, I urge you to remove this item from the December 13 agenda and postpone any Council discussion or action regarding Midas Gold until after January 10, 2019.

December 13 is simply too close to the Christmas and New Year's holidays, when folks are busy with school children's activities, holiday travel, visitors from out of town, family activities, etc.

I understand Midas Gold is putting pressure on the council and the city staff to hurry up consideration of their proposed Community Agreement. If this is true, I urge you to resist such a tactic.

Thanks for your consideration.

Sincerely,

Charles Ray
McCall, ID.

marm@frontiernet.net

From: [Anette Spickard](#)
To: [Bessie Jo Wagner](#); [City Council](#)
Subject: FW: Community Agreement
Date: Thursday, November 29, 2018 3:48:40 PM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)

FYI

From: Christine Reino <christine.reino@primelending.com>
Sent: Thursday, November 29, 2018 3:28 PM
To: Anette Spickard <aspickard@mccall.id.us>
Subject: Community Agreement

Hi Anette,

I'm asking that you delay any decisions about the community agreement with Midas Gold until after the 1st of the year.

Thank you for your consideration.

[APPLY NOW ▶](#)



Christine Reino
Loan Originator
NMLS: 896237
Phone: 208-630-3650
Fax: 866-908-8264
114 N 3rd Street, Ste 2A
P O Box 437
McCall, ID 83638



christine.reino@primelending.com



lo.primelending.com/christine.reino

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PrimeLending, A PlainsCapital Company NMLS # 13649, Equal Housing Lender.

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From: [Anette Spickard](#)
To: [BessieJo Wagner](#); [City Council](#)
Subject: FW: RE Midas Gold Community Agreement
Date: Thursday, November 29, 2018 4:56:18 PM

FYI

From: Julie Conrad <julieconrad11@yahoo.com>
Sent: Thursday, November 29, 2018 4:55 PM
To: Anette Spickard <aspickard@mccall.id.us>
Subject: RE Midas Gold Community Agreement

To: Anette Spickard -
Re: Midas Gold Community Agreement

I am writing to request a delay in putting this "action" item on your agenda until after the holidays or longer. Many members of our community cannot attend the December 13th meeting due to conflicts with school Christmas plays and other Community holiday events. I myself have a direct conflict as it is the McPaws Board and Employee Holiday Party that evening. This is not the time to let this issue go to vote, as there will be a distinct lack of appropriate input from the community due to the busy holiday season.

A wise decision would be to delay this issue and vote until, at the very least, the Environmental Impact Statement is released and available for review which appears to be sometime in May of 2019.

Thank you for your consideration,

Julie Conrad
208-949-4505

From: [Anette Spickard](#)
To: [BessieJo Wagner](#)
Subject: FW: Midas Community Agreement Decision Scheduling
Date: Thursday, November 29, 2018 2:58:38 PM

FYI

From: jtrygh <jtrygh@gmail.com>
Sent: Thursday, November 29, 2018 2:04 PM
To: Jackie Aymon <jaymon@mccall.id.us>; Colby Nielsen <cnielsen@mccall.id.us>; Bob Giles <bgiles@mccall.id.us>; Thomas Sowers <tsowers@mccall.id.us>; Melanie Holmes <mholmes@mccall.id.us>
Cc: Anette Spickard <aspickard@mccall.id.us>
Subject: Midas Community Agreement Decision Scheduling

Dear Council Members:

I understand that this evening (11/29/18) you will be deciding when to make the Community Agreement proposed by Midas Gold an action item. I would encourage you not to rush into this by scheduling it for your next regular (12/13/18) meeting. I'll refrain from reiterating my previously stated reasons to be wary of this proposal (10/08/18 letter), other than to say that the public meeting series that you prudently organized did little to allay my concerns and rather broadened my skepticism. I know Midas is lobbying hard for a prompt decision and that everyone involved would love to clear the matter off their desk before the Christmas season, but there are so many unresolved issues (at least in my mind) at this time that I would suggest a delay until after the holidays. Midas may object to this time frame, but they aren't going to walk away from the table. It would be interesting to know how the Council members are feeling about the proposal at this time. I'm just wondering what steps are being taken to address any reservations you might have.

Best Regards,

John Rygh
McCall, ID
11/29/2018

From: [Anette Spickard](#)
To: [BessieJo Wagner](#); [City Council](#)
Subject: FW: Midas gold community agreement meeting
Date: Thursday, November 29, 2018 4:13:20 PM
Attachments: [image001.png](#)

FYI

From: Kaylie Sylvester <kaylie.sly@gmail.com>
Sent: Thursday, November 29, 2018 4:08 PM
To: Anette Spickard <aspickard@mccall.id.us>
Subject: Midas gold community agreement meeting

Hi Anette!

I am writing to request the midas gold community agreement meeting to be pushed back until after the holidays when it will be more convenient the community!

Thank you! Best.

Kaylie Sylvester



Message not delivered

Your message couldn't be delivered to aspickard@mccall.id.us because the remote server is misconfigured. See technical details below for more information.

The response from the remote server was:

```
550 5.4.1 All recipient addresses rejected : Access denied  
[ CO1NAM04FT060.eop-NAM04.prod.protection.outlook.com ]
```

[Show quoted text](#)

Matt & Angela Brown

1501 Davis Ave
McCall, ID 83638
208-315-1157

November 29, 2018

McCall City Council
216 Park Street
McCall, ID 83638

It has just come to our attention that the City of McCall is considering voting on the Midas Gold community partnership as soon as December 13, 2018. We have several concerns about the city voting on and also possibly entering into that agreement at this time.

December is a busy month for most local residents as well as council members. This decision is such an important issue with long-lasting consequences, and it shouldn't be on the table during a time when so many people have other obligations and priorities. Why not wait until you have the best opportunity to get maximum feedback from residents?

It's also concerning that the city is rushing into an agreement with a company that will very likely have long lasting effects on our city. There are still so many questions about how Midas Gold's arrival will impact our valley. Beyond the very serious environmental issues at hand, Midas Gold could have far reaching impact on our city and county economies during and, even more importantly, after they leave our area. Until the city is absolutely sure that an agreement won't create financial or political obligations that could harm the city and its residents, there should not be any binding contracts made. I also hope that the city is taking the time to research how other communities in the nation have been impacted by the boom and bust economies of previous mining operations.

Any decision made by the city should be made on a timeline dictated by city leaders and residents, not by Midas Gold and their agenda. Please wait to vote on this decision until you can obtain the maximum amount of research, information and feedback.

Sincerely yours,

Matt & Angela Brown

From: [Anette Spickard](#)
To: [BessieJo Wagner](#); [City Council](#)
Subject: FW: Midas Gold Community agreement decision
Date: Thursday, November 29, 2018 3:48:19 PM

FYI

From: stacy bowers <stacylbowers@gmail.com>
Sent: Thursday, November 29, 2018 3:45 PM
To: Anette Spickard <aspickard@mccall.id.us>
Subject: Midas Gold Community agreement decision

Dear City Manager, Ms. Spickard-

It's been brought to my attention the Midas Gold Community agreement has been moved as an action item to the Dec 13th meeting, i.e. the last chance for public comment, and a decision by the council will be made.

There are many other activities in the community on that date, including school programs that conflict with this and will prevent some citizens from having their voice heard.

I'd like to respectfully request this action item be moved to a future date without as many community conflicts, so all voices can be heard on this most important community decision.

Thank you!
Happy Holidays!
Stacy Bowers, McCall resident

--

Kind regards....



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Council Member Thomas Sowers
McCall, Idaho

17 Nov 18

Re: Midas Gold Idaho Community Agreement

Thank you for taking a few minutes to review my letter regarding The Community Agreement.

Some back ground information. A few years ago The McCall Chamber of Commerce Strategic Initiative subcommittee had just finished reviewing the McCall Area Leadership Academy, The Academy is going great, and is a great conduit for communications around The West Central Mountains for developing new leaders.

Richard Jayo of Frontier Communications requested time to explain to the committee a new contest Frontier was putting out. The America's Best Communities Contest was revealed. As the committee listened and thanked Richard, I asked how is McCall going to meet the population requirement. Well, all of us in the area would have to join in. I then asked how are we going to get Donnelly and Cascade and the rest to talk to McCall, I have been working on this for 20 plus years.

Yes, the committee took on the challenge and got the West Central Mountains to join together to WIN the Contest finishing in the Top 8 of the entire United States of America. A steering committee of 12+ people came together, for close to 2 years, to communicate and WIN.

A side note, The Valley County Economic Development Council, started by a few of us, including a past McCall Mayor, saw that the whole Region is affected by economics so the council changed it's name to represent everyone in The West Central Mountains Economic Development Council

Why this history lesson? This new Community Agreement proposed by Midas Gold has been developed by those same people who got others to join McCall in winning the ABC Contest. They worked for over a year to get the language right so this Agreement can be used to assure any large organization coming into OUR area is talking to everyone. These people are concerned about development in our area and not having a mechanism so all concerns could be vetted ahead of any development.

A lot of developments and communities wish, after the fact, they had such an agreement. I know of a few communities who have/had large operations and had a larger organization buy the first out, and then changed how the business was being run ignoring the communities.

The Community Agreement presented by Midas Gold Idaho is the right way to assure communications, with no binding commitments, is open and done in a civil manner, before, during and after any major project. Basically Midas Gold Idaho is providing an opportunity for us to have a seat at the table to assure a healthy life style in The West Central Mountains.

Finally, The Community Agreement is the right thing to do to assure McCall is at the table. The way jobs are being shut down around our area and projects to protect us are being stopped, we need this avenue to maintain our communities and communications to the outside world.

Thank you. Please join the agreement as soon as possible so that McCall can continue the communication venue Started by Those Same ABC Winners. Yes others came to help McCall WIN, NOW it is time for McCall to step up, to help The West Central Mountains be WINNERS again.

Thank You

Scotty Davenport
West Central Mountains community member

From: [Anette Spickard](#)
To: [BessieJo Wagner](#); [City Council](#)
Subject: FW: McCall City Council schedule
Date: Friday, November 30, 2018 2:45:59 PM
Attachments: [image004.png](#)

FYI

From: Anne Labelle <ALabelle@midasgoldcorp.com>
Sent: Friday, November 30, 2018 1:36 PM
To: Anette Spickard <aspickard@mccall.id.us>; Belinda Provancher <provancher@midasgoldinc.com>
Subject: RE: McCall City Council schedule

Hi Anette,

Thank you for the update. Once decided by city council, please let me know the date of the special meeting.

I agree with your statements below regarding the selection of the effective date of November 30, 2018 for the Community Agreement. Neither you nor Bob Giles requested that date and further, neither of you made a commitment regarding a date for a decision from McCall. I chose the date and placed it into the draft document based on my understanding of McCall's schedule. At the October 19 focus group meeting, there was a discussion and a general agreement among the attendees that the November 30 date was a reasonable one and that we would move forward on that basis.

Please pass on this clarification to the city councillors, and anyone else you feel should be informed.

As always, please call with any questions. Thank you.

Regards,
Anne.

Anne Labelle
Of Counsel & Director



T: +1.778.724.4702 Direct
M: +1.604.789.1093

From: Anette Spickard <aspickard@mccall.id.us>
Sent: November-30-18 7:37 AM
To: Anne Labelle <ALabelle@midasgoldcorp.com>; Belinda Provancher <provancher@midasgoldinc.com>

Subject: McCall City Council schedule

Good morning,

As Belinda observed at last night's meeting, the Council will be setting a special meeting date in January for the community benefit agreement public comment and council discussion/action. They will determine the exact date at their December 13 meeting. On behalf of Bob Giles and I, I do want to clarify again that the City did not request Midas Gold set an effective date of November 30, 2018 for the agreement. That date was placed into the document by Anne as she stated at the beginning of the October 19 focus group meeting. What Bob and I expressed to the group at the October 19 meeting, after that document was distributed, was that the earliest the Council could schedule a discussion was the end of November but there were no guarantees a decision would be made. I thought I heard Belinda testify last night at public comment that Bob and I had requested the November 30 effective date. Please make sure you correct your statements regarding the determination of that date so as to avoid confusion with the public and the other council members. Thank you,

Anette Spickard | City Manager
216 E Park Street | McCall | ID 83638
Direct: 208.634.1003 | Fax: 208.634.3038



Web: www.mccall.id.us
Blog: cityofmccall.wordpress.com
Social: [//Facebook.com/cityofmccall](https://Facebook.com/cityofmccall)

From: [Charles Ray](#)
To: [Anette Spickard](#)
Cc: [Jackie Aymon](#); [BessieJo Wagner](#)
Subject: Re: Midas Gold meetings - Councilman Giles
Date: Saturday, December 01, 2018 8:58:49 AM

Hi Ms. Spickard,

Thanks for the prompt response to my questions. Did you provide the response to each question or did Mayor Aymon?

Thanks also for your offer to meet and discuss the answers. For now, I won't take up your time, but I might like to meet in the future.

Charles Ray

On Nov 30, 2018, at 12:37 PM, Anette Spickard <aspickard@mccall.id.us> wrote:

Hello Mr. Ray,
I provide the following information in response to your public records request. If you prefer, you can also make an appointment to meet with me and discuss.
Thank you,

Anette Spickard | City Manager
216 E Park Street | McCall | ID 83638
Direct: [208.634.1003](tel:208.634.1003) | Fax: [208.634.3038](tel:208.634.3038)

<image001.png>

Web: www.mccall.id.us
Blog: cityofmccall.wordpress.com
Social: [Facebook.com/cityofmccall](https://www.facebook.com/cityofmccall)

From: BessieJo Wagner <bwagner@mccall.id.us>
Sent: Wednesday, November 28, 2018 4:50 PM
To: Charles Ray <marm@frontiernet.net>
Cc: Anette Spickard <aspickard@mccall.id.us>; Jackie Aymon <jaymon@mccall.id.us>
Subject: RE: Midas Gold meetings - Councilman Giles

Hi Mr. Ray,
Your email has been received and will be treated as a Public Records Request. A response will be issued within the next three days.

Thank you,
BessieJo Wagner | City Clerk

216 E Park Street | McCall | ID 83638
Direct: [208.634.4874](tel:208.634.4874) | Fax: [208.634.3038](tel:208.634.3038)
<image001.png>

Web: www.mccall.id.us

Blog: cityofmccall.wordpress.com

Social: [Facebook.com/cityofmccall](https://www.facebook.com/cityofmccall)

From: Charles Ray <marm@frontiernet.net>

Sent: Wednesday, November 28, 2018 11:40 AM

To: Jackie Aymon <jaymon@mccall.id.us>

Cc: Bob Giles <bgiles@mccall.id.us>; Colby Nielsen <cnielsen@mccall.id.us>; Melanie Holmes <mholmes@mccall.id.us>; Thomas Sowers <tsowers@mccall.id.us>; Anette Spickard <aspickard@mccall.id.us>; BessieJo Wagner <bwagner@mccall.id.us>

Subject: Midas Gold meetings - Councilman Giles

Please confirm receipt of this e-mail
Nov. 28, 2018

Mayor Aymon,

It is my understanding that Councilman Giles has met with representatives of Midas Gold regarding Midas' so-called Community Agreement. If this is true, would you please answer the following questions?

1. What is the specific nature and purpose of the meetings? **Midas Gold invited the city to attend two meetings they hosted for all of the proposed signatories to their proposed community benefit agreement so they could explain the proposed terms and answer questions.**
2. Did Councilman Giles attend as a representative of the McCall City Council? **Yes. The Council discussed the Midas Gold meeting invitation at their September 13, 2018 council meeting and assigned Councilor Giles and the City Manager to attend the meetings on the city's behalf.**
3. Have other members of the City Council attended any of the meetings? **No** If so, whom?
4. How many meetings have been held and at what location(s)? **Two. September 19, 2018 and October 21, 2018 at the Midas Gold office in Donnelly.**
5. Are (Were) the meetings open to the public? **Unknown. The City did not host the meeting.**
6. If the meetings were open to the public, were any members of the public present at any of the meetings? **Unknown** If so, whom? **Unknown**
7. If the meetings are (were) open to the public, was there any public notification? **Unknown**
8. Is the Council aware of meeting notes, memos, agendas, attendance lists, or

reports from any of the meetings? The City Manager attended the two meetings and took her own personal notes for her reference and to brief the council at a future council meeting. The City Manager also has the notes that Councilor Giles took. The City is not aware of other notes, etc. taken by any other attendees or the meeting host.

9. Are additional meetings planned? Not to the City's knowledge. If so, when and where?
10. Are these meetings subject to the Idaho Open Meeting Law? The City Manager and Mayor are not attorneys and are unable to answer this question.

Thanks for your consideration of these questions. I look forward to your response.

Charles Ray
marm@frontiernet.net

From: [Charles Ray](#)
To: [Jackie Aymon](#)
Cc: [Anette Spickard](#); [BessieJo Wagner](#)
Subject: Re: Midas Gold meetings - Councilman Giles
Date: Monday, December 03, 2018 8:26:43 AM

Hi Jackie,

Yes, Anette did provide the answers to my questions. I appreciate your and her response.

Thanks, again.

Charles Ray

On Dec 1, 2018, at 12:53 PM, Jackie Aymon <jaymon@mccall.id.us> wrote:

Dear Charlie,
Looks like Anette fielded this email. I concur with her responses.
Thanks for your patience.
Kindest Regards,
Jackie

From: Charles Ray <marm@frontiernet.net>
Sent: Wednesday, November 28, 2018 11:40:22 AM
To: Jackie Aymon
Cc: Bob Giles; Colby Nielsen; Melanie Holmes; Thomas Sowers; Anette Spickard; BessieJo Wagner
Subject: Midas Gold meetings - Councilman Giles

Please confirm receipt of this e-mail Nov. 28, 2018

Mayor Aymon,

It is my understanding that Councilman Giles has met with representatives of Midas Gold regarding Midas' so-called Community Agreement. If this is true, would you please answer the following questions?

1. What is the specific nature and purpose of the meetings?
2. Did Councilman Giles attend as a representative of the McCall City Council?
3. Have other members of the City Council attended any of the meetings? If so, whom?
4. How many meetings have been held and at what location(s)?
5. Are (Were) the meetings open to the public?
6. If the meetings were open to the public, were any members of the public present at any of the meetings? If so, whom?
7. If the meetings are (were) open to the public, was there any public notification?
8. Is the Council aware of meeting notes, memos, agendas, attendance lists, or reports from any of the meetings?
9. Are additional meetings planned? If so, when and where?
10. Are these meetings subject to the Idaho Open Meeting Law?

Thanks for your consideration of these questions. I look forward to your response.

Charles Ray
marm@frontiernet.net

From: [Charles Ray](#)
To: [BessieJo Wagner](#)
Subject: Midas/Barrick community agreement
Date: Wednesday, December 19, 2018 10:07:54 AM

By e-mail. Please confirm receipt.

December 19, 2018

Re: Midas/Barrick's proposed community agreement

Ms. Wagner,

I am a McCall property owner and a full-time, year-round resident. I have read Midas/Barrick's Prefeasibility Study, their Plan of Operations, and drafts of the community agreement. I attended the informational meetings sponsored by the City.

At this time, I wish to make four points about the proposed community agreement between Midas/Barrick and the City of McCall. I plan on making additional points in the near future.

First - Regardless of how Midas/Barrick advertises their community agreement, it represents a long-term business partnership between the City and Midas/Barrick. It makes the City a *de facto* stockholder of Midas/Barrick, and it makes the City a beneficiary of a profit sharing deal with the mine.

Second - As a corporation, Midas/Barrick does not view the funding of the community agreement foundation as an act of philanthropy. The corporation views it as a business investment. It fully expects a return on that investment.

Third- Midas/Barrick's community agreement represents a clear conflict of interest for McCall City government. At the City's first informational meeting, mining expert Tom Blanchard said, "If the mine is built as proposed, the impacts will be enormous and sudden." The City has a public trust obligation to protect its residents and taxpayers from the burdens the proposed mine will certainly inflict. Entering into a business partnership with the very corporation that would create those burdens is entirely counter to the City's public trust obligation.

Fourth- Entering into the community agreement sends the City down a decision-making path from which it will be very difficult to deviate. Signing the agreement prejudices the City's future selection of alternatives.

It is highly inappropriate for the City to enter into a contractual agreement like Midas/Barrick's proposed community agreement. I urge you to reject it.

I understand Midas/Barrick is putting pressure on the Council and the City staff to hurry up consideration of their community agreement. I urge you to resist this tactic.

Thanks for your service to the City and for your consideration of this letter.

Charles Ray
McCall, ID

marm@frontiernet.net

From: [Jackie Aymon](#)
To: [BessieJo Wagner](#); [Anette Spickard](#); [City Council](#)
Subject: Fwd: Midas Gold Community Agreement
Date: Thursday, December 20, 2018 5:13:12 PM

FYI

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From: Jackie Aymon
Sent: Thursday, December 20, 5:10 PM
Subject: Re: Midas Gold Community Agreement
To: Les Bechdel

Dear Les,

Thank you for your input on the community agreement with Midas. Council has scheduled a special meeting January 7th to discuss the agreement and take public comment. The time is 6pm and the venue to be determined.

Thanks again for the thoughtful email. Have a wonderful holiday season.

Kindest Regards,
Jackie

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From: Les Bechdel <lesbechdel@gmail.com>
Sent: Thursday, December 20, 2018 1:17:09 PM
To: Jackie Aymon
Subject: Midas Gold Community Agreement

Dear Jackie,

I don't think the City of McCall should even consider signing the Midas Gold Community Agreement until the draft environmental statement is published.

In a recent county commissioners workshop, it was pointed out that the institutions that sign this agreement are in violation of state law. Basically, the city of McCall would be in collusion with Midas Gold because of the payments received as well as the proposed stock issuance.

In essence, I believe this agreement is an attempt to buy the good will of the local communities and increase their stock market value and, perhaps, influence the EIS. It is not worth the amount of money that will be divided between the numerous communities considering the extended liability that it poses should an ecological disaster occur when Midas goes bankrupt.

Thank you for your consideration.

Les Bechdel
PO Box 477
McCall, ID 83638

From: [Jackie Aymon](#)
To: [City Council](#); [Anette Spickard](#); [BessieJo Wagner](#)
Subject: Fw: please do not sign the Community Agreement with Midas Gold
Date: Saturday, December 22, 2018 9:30:25 AM

Please review.

From: Rachel Arndt <rarndt414@gmail.com>
Sent: Friday, December 21, 2018 5:20 PM
To: Jackie Aymon
Subject: please do not sign the Community Agreement with Midas Gold

Dear Mayor Aymon,

I urge the City Council to not sign the Community Agreement with Midas Gold. Many of us in the community do not support this project. Let's not give in, or give the impression of support, to the greedy ambitions of people in powerful businesses. I don't want to be the generation remembered for selling one of the last pristine rivers and native salmon runs for some shortsighted monetary trinkets. This world is not our own; we only have a short time here. I believe we owe it to the future generations to preserve what we can of the beauty and nature around us.

Thank you for your consideration,
Rachel Arndt
McCall, ID

December 27, 2018

City Council
City of McCall
216 E. Park Street
McCall, ID 83638

Re: Environmental Advisory Committee's comment on signing the Midas Gold Community Benefit Agreement

Dear Mayor Aymon and City Council members:

The Environmental Advisory Committee's mission to the City of McCall is to identify and promote a unifying policy of objectives for environmental stewardship and sustainability across all City departments and for the ultimate benefit of the community. Under that directive, the members have examined the Midas Gold Community Benefit Agreement (CBA) and have concluded that it is unadvisable for the City to sign the CBA prior to the United States Forest Service's release of the draft Environmental Impact Statement (EIS) this spring.

Generally, community benefit agreements are contracts signed by community groups and a developer or industry that promise to provide specific mitigations to the local community in exchange for an agreement that the community group either publicly support the project, or at least not oppose it. The purpose of a community benefit agreement is to provide a way for impacted communities to participate in the planning process and can set measurable goals and establish a means for citizens to participate in the oversight and decisions about development or industrial operations that can impact the local community, economy, and the environment.

The forward movement and operation of the Stibnite mine will certainly have substantial impacts, both positive and negative, on the City of McCall and Valley County. The basic argument for or against the progress of the Stibnite mine comes down to financial incentives for the local community versus risks that could potentially negatively impact the environment and the local economy.

As an advisory committee, we believe that caution in signing the CBA prior to release of the draft EIS is warranted for several reasons listed below, and that the potential risks of signing the agreement now could be higher than the benefits. Specifically:

1. McCall cannot fully understand the full extent of the potential impacts to the community, its environment, economy, schools, housing, roads, and other infrastructure prior to release of the draft EIS, and thus, cannot make an informed decision as to whether the CBA sufficiently mitigates for these anticipated impacts. Signing the CBA prior to disclosure of the impacts may be sacrificing long-term environmental health and economic stability for short-term financial gain;
2. The CBA neither addresses mitigating negative impacts to the community, nor does it provide, through the Advisory Council, a binding framework to do so;

3. Signing the CBA makes McCall an implicit supporter and, through the Stibnite Foundation, an investor of the Stibnite mine and beneficiary of Midas Gold's profits, making it more difficult to objectively make constructive inputs following the release of the draft EIS or during future operations;

4. Though a public statement of support is not required by the CBA, Midas Gold has already used the signing of the CBA by other communities as evidence of local support for the mine to leverage support and limit input during the review process;

5. Becoming an investor in Midas Gold and a beneficiary of future Stibnite mine profits creates a conflict of interest between advocating for McCall citizens against potential negative impacts of the mine and ensuring the City's actions do not delay approval of the mine or future mining operations;

6. It is not unusual for a mine to be acquired by another company once operations are in progress. The EAC's view is that the CBA only legally binds Midas Gold, but not future mine owners, to the agreement for the life of the mine, leaving McCall potentially exposed to negative impacts without any future financial benefits.

The Stibnite mine is the single project in Valley County that has the potential to have significant impacts on McCall and local communities throughout the County not only for the lifetime of the mine, but for decades that follow. Asking communities to sign the CBA for a project of this scale and potential consequence prior to release of the draft EIS and the potential impacts are disclosed is putting the cart before the horse. The EAC advises the Council to withhold from signing the CBA at this time.

Respectfully,

McCall Environmental Advisory Committee

From: [Susan Bechdel](#)
To: [Jackie Aymon](#); [Colby Nielsen](#); [Bob Giles](#); [Thomas Sowers](#); [Melanie Holmes](#)
Cc: [Anette Spickard](#); [BessieJo Wagner](#)
Subject: Midas Community Benefit Agreement
Date: Sunday, December 30, 2018 4:09:34 PM

Dear Jackie, Colby, Bob, Tom and Melanie,

I am a 30-year resident of McCall. My husband and I had a successful outfitting business in the Frank Church River of No Return Wilderness Area and we saw first hand how important untouched wilderness is to our economy. I am writing however, not on the merits or demerits of the Midas proposal, but to urge you NOT TO SIGN the Community Benefit Agreement.

There are three main components of the agreement and each is reason alone to reject it.

First, the REPRESENTATIVE. It would be impossible to find an individual to represent the diverse opinions of our community at the Midas table. It would be a very superficial relationship. Alternatively, we would be better served by your establishing a McCall committee to include the amazing resources we have here - including retired agency folk, scientists, students of mining and policy. Require Midas to send a representative to our table.

Second, the LETTER. The agreement requires a letter to the USFS. As I mentioned above, our community has too many varied opinions to be condensed into one letter. Whether they admit it or not, Midas will put more weight on a letter from City Council than the ones from individuals. I feel it would dilute my voice.

Third, the FOUNDATION. This a clear conflict of interest for the City. You would implicitly or explicitly (and it doesn't matter) be stockholders in the company. The amount of money promised is far too small to even serve as an incentive even if you could be bribed.

It's called a "Community Benefit Agreement". So far, all I've seen is Midas employees and a few friends advocating for it. The overwhelming community response is not to sign.

Midas claims that transparency is one of their goals in community relations. Surely, they wouldn't prohibit our participation in open meetings if we don't sign. We have nothing to lose by not signing and as I see it, nothing to gain by signing. Not a hard choice.

I'll miss the hearing in January, but please add my name to the opponent list.

Thank you for reading my letter and for your work.

Susan Bechdel
1401 Highway 55, McCall
208-634-6815

From: [Maura Goldstein](#)
To: [Jackie Aymon](#)
Cc: [BessieJo Wagner](#); [Anette Spickard](#)
Subject: Community Benefit Agreement
Date: Wednesday, January 02, 2019 8:30:40 AM

Dear Jackie,

I am writing to request that you do not sign the community agreement with Midas Gold regarding the proposed Stibnite mine. I believe this agreement is only in the interest of Midas Gold; that its purpose is to attract investors to this project on the basis of alleged community support for the mine. Given that the EIS has still not come out, it is far too soon for our community to be making any move that looks like support for the mine, much less signing an agreement that makes us look like a partner in the enterprise. Furthermore, the agreement is not a good deal. We will not be paid off in exchange for the right to destroy part of our home and its lifeblood.

Another concern about this project is the effect that such an enterprise would have on our community. I see this as a boom and bust proposition and I think it would cause the challenge and cost of living in Valley County to dramatically increase.

It is currently quite difficult for many of my peers and myself to find affordable long-term rental housing. The population increase caused by the proposed mine would only exacerbate this problem. We do not need jobs that exploit and deplete our natural resources nor do we need an influx of people in Valley County.

We need planned, sustainable management and growth that is consistent with the values of this community. We should be seeking partnerships with those who can make good on a promise of good stewardship of our communities and our lands; Midas Gold is no such partner.

Sincerely,
Maura Goldstein

January 3, 2019

Respected McCall City Council members-

The Salmon River is a very special and unique watershed that is home to many species of animals, fish, and plants, as well as a source of clean water, recreation for all, and important jobs for our community members.

Midas Gold is seeking short term gains for their shareholders who are out of state and out of the country at the long term expense of local community members.

As a proud Idaho native, McCall resident and home owner, as well as an avid flyfisherwoman and outdoorsperson who takes pride in our state's natural beauty, it appalls me to think that my community would sell out to Midas Gold. By accepting any monetary contributions, it is expressed and implied that we as a collective community, i.e. McCall, are "on board" with Midas and their plans to disrupt and deplete our natural resources that are our birthright. I do not choose or want to be represented in this way. I do not want my community to sell out to a company that is only interested in monetary profits, not long-term sustainability for future generations. Midas may be promising to leave the area in a better state than it is currently, but please show me a mining operation that is not only worse off for the flora and fauna of the area, but also deemed a "superfund site," that cannot be brought back....we don't even have to look very far to see that, check out the Coeur D'Alene River basin to our north. The risk is just too great!

By accepting monetary "donations," it doesn't give McCall any power in negotiations, permitting, or any part of the decision making process. It simply tells everyone else at large, that we are "with and in support" of Midas Gold and whatever they choose to do without any actual say in the matter.

Sounds like a bad deal to me....

Please carefully consider not only current community members and their wishes when making this very important decision, but also future generations and how we as McCallians choose to represent ourselves and what we deem important.

Thank you for your time and attention to this most serious matter.

Respectfully,

Stacy L. Bowers

104 Mather Rd

McCall, ID 83638

displace the department's shop and office space, and it is essential the parks' shop facilities and operations be relocated to a new and permanent location prior to the start of library construction.

This presentation will weigh key facility program elements and the criteria needed to operate the department efficiently with various locations identified throughout the community. Each of the locations will be viewed and discussed with Council through a web-based map, outlining the pros and cons of each location as it relates to the evaluation criteria and department operational needs.

Note: The Parks and Recreation Department is currently successfully operating at or above capacity due to the efficiency of the current shop and its location. A move to a temporary location for a long period of time without a plan for a permanent location would be crippling to the operations and greatly limit our ability to meet service expectations given our current staffing and budget. If the old fire station/annex building where Parks is housed now will be demolished prior to the library expansion construction in 2021, it is essential for the city to budget and plan for a department move prior to the start of that project.

Council Member Giles feels the Museum site is an ideal location

Council Member Sowers asked about the Airport – Likes the museum site

Council Member Nielsen feels the museum site seems like a good location – would like the River Front Park and state 80, need to see what happens with the rec district. Would like to see the state 80 developed but with a short time frame the museum site seems reasonable

Council Member Holmes feels Golf Course should be taken off the list – likes the Museum site and is interested in the Deed restrictions, - more financially responsible to stick with city owned property

Mayor Aymon likes the museum site as well – some discussion of the goal at the museum site and opportunities to improve and encourage more visitors to the site

Council Member Nielsen question about the Public Works is there a better location for Public Works –

Mayor Aymon agrees to take golf course off the list, Community Center is intriguing idea,

PUBLIC COMMENT

Mayor Aymon called for public comment at 6:16 p.m.

Melissa Coriell – Thanked the Council for the Stibnite series – asked that the Council wait until January to make a decision on whether or not to sign the Community Partnership Agreement due to the additional information.

Belinda Provancher with Midas Gold – Stated that the Midas Community Partnership Agreement has an effective date of November 30. She stated that Midas was willing to extend the effective date to December 13/ Ms. Provancher requested that the Council please decide by December 13th or at a special meeting.

Hearing no comments, Mayor Aymon closed the comment period at 6:20 p.m.

MINUTES

**McCall City Council
Special Meeting
Midas Gold Site Tour – Stibnite
July 23, 2018**

Presentation & Mining Operations Site Tour at Stibnite Mine

CALL TO ORDER AND ROLL CALL

Council Members present were Council Member Giles, Council Member Holmes, and Council Member Sowers all answered roll call. Mayor Aymon and Council Member Nielsen were absent.

City staff members present were Anette Spickard, City Manager; Shay Tyler, Deputy Clerk; Kurt Wolf, Parks and Recreation Director; Meg Lojek, Library Director; David Simmonds, Information Systems Manager; Traci Malvich, Human Resources Manager; Justin Williams, Police Chief; Nathan Stewart, Public Works Director; John Driessen, GIS Tech; Eddie Heider, Parks Superintendent

Also present from Midas Gold was Belinda Provancher, Community Relations Manager; Eric Gordon, Geologist II; and Anne Lavelle, BSc. LLB of Counsel & Director

PRESENTATION

Midas Gold staff picked up the Council Members and City staff at 8:30 a.m. to begin the road trip and tour of the Stibnite mining site. While traveling to and from the mining site, the Midas Gold staff talked about the company's environmental goals, how they plan on executing those goals, the permitting process of today versus yesteryear, the projected schedule, and answered the many questions from the City staff and Council Members.

The tour started at the Yellow Pine Pit where Eric Gordon, Geologist for Midas Gold discussed the mining history of the area, how it has and is affecting the watershed and fish migration, and what the company plans on doing to correct it to bring it back to the way it was prior to the mining operations started a 100 years ago. Mr. Gordon shared the company's investment in an environmental restoration with a main focus to stop or minimize the leaching of contaminants that has been going on for years by the removal of harmful contaminants and rebuilding of hillsides and riparian areas. He explained before any mining is to commence, the river will be diverted around the pit by the way of a very large undergrown pipe which will also allow fish to migrate upstream and drying out the land to stop anymore contaminants going into the watershed in that location. Once the mining operation has been completed, the pit filled in, and the landscape repaired, the river will be routed back to its original form. Mr. Gordon explained the methods to be used to protect the watershed and riparian pathway.


From there, the group was taken up to the top of the leaching fields where Belinda Provancher, Community Relations Manager explained how the land was harvested by past mining companies with heap leach mining which created the current tailing piles and pointed out the small valley known as Hangar Flats that was filled in with discarded dirt and rocks. She described the process Midas Gold plans to use to remove and extract missed minerals from the discarded dirt and tailings, how those tailings will be neutralized of the bad contaminates and used to fill in the scarred hillsides, road building, etc., and rebuilding Blow Out Creek to stop the sediment erosion that is currently happening. She pointed out where the different mining processing facilities will be located and where the employees will be housed.

Midas Gold staff emphasized how this operation is not just about extracting gold and other minerals but also about fixing the environment back to its original state as best as it can be done. The goal of this tour was to give the Council and attending City staff a firsthand look at the mine's condition and provide education about the company's mission to be environmentally focused.

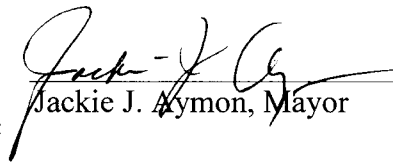
ADJOURNMENT

Overall, the tour took 8 hours round trip and the group arrived back at City Hall at 4:30 p.m.

ATTEST:


BessieJo Wagner, City Clerk




Jackie J. Aymon, Mayor

MINUTES

**McCall City Council
Regular Meeting
McCall City Hall -- Legion Hall
July 26, 2018**

Call to Order and Roll Call
Pledge of Allegiance
Approve the Agenda
Consent Agenda
Work Session
Public Comment
Work Session Continued
Business Agenda
Executive Session
Return to Open Session
Adjournment

CALL TO ORDER AND ROLL CALL

Mayor Aymon called the regular meeting of the McCall City Council to order at 5:32 p.m. Mayor Aymon, Council Member Giles, Council Member Holmes, Council Member Nielsen, and Council Member Sowers all answered roll call.

City staff members present were Anette Spickard, City Manager; Bill Nichols, City Attorney; Shay Tyler, Deputy Clerk; Linda Stokes, City Treasurer; Michelle Groenevelt, Community Development Director; Morgan Bessaw, City Planner; Jay Scherer, Airport Manager; Traci Malvich, Human Resources Manager; Justin Williams, Police Chief; Nathan Stewart, Public Works Director

Also in attendance were Anne LaBelle Counsel & Director, Midas Gold; Belinda Provancher, Community Relations, Midas Gold; Lyle Nelson, Chair, Western Central Mountains Community Partnership Committee;

Mayor Aymon led the audience in the Pledge of Allegiance.

APPROVE THE AGENDA

Council Member Nielsen moved to approve the agenda as submitted. Council Member Holmes seconded the motion. In a voice vote all members voted aye and the motion carried.

CONSENT AGENDA

Staff recommended approval of the following ACTION ITEMS. All matters which are listed within the consent section of the agenda have been distributed to each member of the McCall City Council for reading and study. Items listed are considered routine by the Council and were enacted with one motion.

1. Payroll Report for period ending – July 13, 2018
2. Clerk Report
3. Warrant Register – GL
4. Warrant Register – Vendor
5. AB 18-181 Treasurer's Monthly Report
6. AB 18-183 Hangar Lease 211 Silicz
7. AB 18-187 Water Treatment Copier Maintenance Agreement
8. AB 18-190 Parks & Recreation Copier Maintenance Agreement

Council Member Holmes moved to approve the Consent Agenda as submitted. Council Member Giles seconded the motion. In a roll call vote Council Member Holmes, Council Member Giles, Mayor Aymon, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

WORK SESSION

AB 18-186 Midas Gold Community Benefit Agreement Proposal

Anne LaBelle, Counsel & Director of Midas Gold presented the Midas Gold Community Benefit Agreement proposal and gave a brief history of how the community partnership came about. She introduced Belinda Provancher, Community Relations Manager at Midas Gold Idaho and Lyle Nelson, Chair of Western Central Mountains Community Partnership Committee. She gave an update on the permit process for the Stibnite Gold Project and discussed their concept of a community benefit agreement between Midas Gold and the cities of McCall, Cascade, Council, Donnelly, New Meadows, Riggins and the Village of Yellow Pine, the Counties of Adams and Valley, and the West Central Mountains Community Partnership. Official documents for the Stibnite Gold project can be found at: <http://midasgoldidaho.com/materials/#>.

Mr. Nelson explained his connections with Midas Gold, the community, and the committee. He spoke to the importance of community well-being, of communities working towards cooperation and finding solutions, and creating the best outcome for the most amount of people. He wants to see the creation of a new model/standard of how resources are extracted that is both environmentally, economic, and socially conscious. He spoke to making a difference with this project by creating a new model of procedure becoming replicated elsewhere and sending out ripples to the rest of the world affecting change globally.

Ms. LaBelle presented the Agreement and process of creating a forum. The process would be to set up an advisory council called a Community Partnership committee with an appointed representative from each community, working focus groups regarding topics of interests such as

housing, permitting, etc., appoint community partners to be involved in the public engagement process regarding the specific projects asking for public input, set up charitable donations with community representatives to determine where those funds go, appoint a community member to serve on the board of the foundation to help determine where the funding would be spent, and create an endowment fund to carry on after the project is finished She explained the first half of the Agreement (part A) is about the vision, the objectives, shared values and transparency, the quality of life, sustainability of businesses, economic opportunity, environmental conservation, safety, and accountability. The second half of the agreement (part B) is about communications, administrative support, topics for potential discussion for the focus groups, participation in the public process, the Stibnite Foundation sustainability, and funding. The areas of focus include: employment and workforce training; business opportunities; housing and infrastructure; tourism, recreation, and use; environment, health, and safety. She asked the Council to look over the Agreement and give their feedback on the language and community interests.

City Manager Anette Spickard had given the Council the below options to consider:

- 1) Direct the City Manager to work with Midas Gold on the joint Agreement as proposed and return to Council with a draft Agreement for review and action
- 2) Direct the City Manager to work with Midas Gold on an Agreement solely between McCall and Midas Gold and return to Council with a draft Agreement for review and action
- 3) Direct the City Manager to gather feedback from McCall residents and business owners regarding the purpose and benefits of entering into an agreement with Midas Gold, identify the potential future impacts to the community of the project, and provide a recommendation at a future Council meeting whether to enter into either the joint agreement or a separate agreement
- 4) Decline to enter into an Agreement with Midas Gold

Given the long-term implications the project poses to the community, both positive and negative, City Manager Spickard recommends option 3 to ensure the community has an opportunity to provide input to the Council prior to entering an agreement. This can take the form of a town hall meeting, survey and/or other mechanisms as recommended by the City's communications manager.

The report was paused for public comments to be received.

PUBLIC COMMENT

Mayor Aymon called for public comment at 5:54 p.m.

Fred Coriell of 1109 Buckboard Way – cautioned , feels it is premature to enter into an Agreement. Commended Midas Gold for their restoration efforts so far at the mining site. He mentioned that conservation is much less expensive in the long term than restoration and pointed out that Riggins is probably the most vulnerable community if there happens to be any disasters. He expressed concern about the Barrick Gold Corporation (who just purchased shares in Midas Gold) dictating the mining operation or be the one the community will be stuck working with after the project is finished.

Rickey Mindes of 924 N. 8th Street, Boise asked the Council to look deeper at where the money is coming from. She likes the Agreement but holds back her support because at the bottom line Midas Gold answers to shareholders. She wants to know what is the actual agreement, what are the specifics, how much money is going to be contributed, where is it coming from, and when does it go into the foundation, and why does the community need to sign agreement?

Sherry Maupin of 376 Verita Way spoke of her role on the Western Central Mountains Community Partnership Committee and gave a brief history of the reason behind why. One of the items pulled from surveys from the America's Best Communities contest was mining as it is one of the viable and economic resources for this region along with ranching, farming, and other numerous development opportunities. The regional committee has spent a lot of time discussing the future of economic opportunity for employment and businesses. She spoke in favor of the Agreement as the document will hold both parties accountable and can be used for companies other than Midas Gold.

Alan Hamilton of 1046 Valley Rim shared his interest as his business manufactures whitewater equipment and wanted to caution any decisions to be made slowly. He suggested a damage deposit to ensure there are funds to clean up accidents.

Andrew Mentzer of 13980 Turner Road sees this Agreement as an opportunity to meet at the table for a discussion not an indictment of mining. He would like the Council to focus on the scope of the request and not to get caught up in the weeds. His experience so far with Midas Gold is they have been transparent.

Debbie Fereday of 315 Burns Road shared she is a bit fearful as this is a large-scale project and is thinking of future generations, the length of jobs, and what happens after it's over. She asked the Council to please consider everything before signing the Agreement.

Lisa Marie Gladowski of 240 E. State Street, Donnelly shared she moved to the area specifically to enjoy the whitewater and wants to protect the river. She is concerned about the partnership aspect.

Kristin Bierle of 266 Morgan Drive shared she is concerned about downstream affects, the community affects, and encourages the Council to select option number three to open it up for public dialog and/or revisit to know what is being agreed to.

Stacy Bowers of 104 Mather Rd shared she is concerned about the Agreement. She is a fly fisherman and wants to protect the river. She feels there needs to be due diligence and asked for more discussion on the topic before making a decision.

Judy Anderson of 13775 Nisula Road is remembering Tamarack Resort and how it didn't turn out as promised. She is leery of all the public relations efforts made because it is similar to the Tamarack situation and has doubts if they have what it takes to do what they say they will do. She does not feel the Council has the expertise in the science, investments, projections, and financial

arrangements to give the trust Midas Gold is asking for and it is a big leap for the City Council to enter into an Agreement with a big corporation in this nature.

Earl Dodds of 903 Buckboard Way feels this is a classic case of short gain with long term loss. He talked about legislation in place and the need for it to be addressed in more detail. He is concerned about the Salmon River, which is a cherished resource, and feels the proposal will jeopardize its irreplaceable value. (Mr. Dodds also had submitted a written email comment.)

Hearing no more comments, Mayor Aymon closed the public comment at 6:25 p.m.

WORK SESSION Continued

Ms. LaBelle addressed the comments regarding the concern for the river. She encouraged people to visit the Stibnite mine site to see its current condition and see the work that needs to be done to fix it. She stated the environmental impact statement (EIS) will be available for public comment early next year, and explained the mission by Midas Gold is to keep the community informed. There is a mechanism being put in place to allow for future contingencies, and stated the Agreement is to create dialog and the hope is it will be the model for the industries in the future. Tours can be scheduled through www.midasgoldidaho.com or contact the local office. Tours will continue until the weather makes it impossible to access the site.

The Council discussed. Council Member Sowers is comfortable with option #3 to let the process take a little more time. He spoke to the conditions of the mine and the necessity to fix it. Council Member Nielsen disclosed he works for a non-profit organization that receives sponsorships from Midas Gold. He feels there needs to be more community input, and to see the draft EIS before any decisions are made. He agrees with using the template in moving forward and talked about other community operations besides mining to help create a template, and wanted to know if the partnership will give space to say no later on. Council Member Holmes likes option #3 as she would like more community input and to do more research on the 20-year departure plan. Council Member Giles has confidence the staff at the Payette National Forest Service will make sure the spirit and intent of the National Environmental Policy Act (NEPA) is followed well. He felt strongly the City should be at the table because of the social impacts to the community and favors option #3 to provide time to make sure the City is informed. Mayor Aymon feels there is never enough public comment, wants to see the Agreement fit the community therefore favors option #3. She wanted to point out the City does not oversee any of the permitting. She would like to schedule a public meeting for comments, and to give the Council more time to collect additional information.

City Manager Anette Spickard will plan a meeting and come back to Council with a game plan. She will have the draft Agreement posted on the city website.

Ms. LaBelle stated her goal tonight was to receive comments from the Council on the draft Agreement and their intent was not have the document signed tonight as it is not complete in its draft form.

The Agreement Committee consists of 12 committee members including Lyle Nelson, Sherry Maupin, Andrew Mentzer, Belinda Provancher, Scotty Davenport, Shauna Arnold, Carol Schneider, Larry Laxon, Gordon Cruickshank, Cinda Herrick, Willy Sullivan, and Anne LaBelle.

BUSINESS AGENDA

AB 18-182 Planning & Zoning Committee Annual Report to Council

Fallon Fereday, Chair of the McCall Area Planning and Zoning (P&Z) Commission gave the annual report to City Council. The mission of the P&Z Commission is to make recommendations to the City Council and to the County Commissioners respecting comprehensive planning, zoning, and subdivision regulations. The P&Z Commission also applies the same to the individual proposals brought to the Commission for approval or for recommendation to Council, and, when applicable, the County Commissioners. This Commission acts in this statutory capacity as Planning and Zoning Commission under Idaho Code with respect to zoning and planning in the City proper and the McCall Impact Area. The P&Z Commission consists of seven members appointed by City Council and the County Commissioners for three-year terms, which are renewable. Meetings are ordinarily held on the first Tuesday of each month at 4:30 PM in the Legion Hall below City Hall. Members are appointed by the Mayor with confirmation by the Council.

Ms. Fereday shared the P&Z Commission obtained a new Commissioner, Samuel Thompson, and there are two seats coming up for renewal. She reported there were 128 land use applications in 2017 which is up 8% over 2016 and this year is already at 101 applications received. Commission focus has been large tree preservation, large scale homes (especially in the shoreline areas), short term rentals issues, and zoning code amendments.

AB 18-189 SUB-06-07 Alpine Village Minor Plat Amendment

City Planner Morgan Bessaw presented the Alpine Village Minor Plat Amendment. The Alpine Village Association submitted an application for a Subdivision Minor Plat Amendment to change the use of Condo Unit 206 from residential to common area. Alpine Village Condominium subdivision is approximately 2 acres (87,120 sq. ft.). The existing common area is approximately 13,283 sq. ft. The proposed new common area will total 16,229 sq. ft.; therefore, the new common area addition provides an increase of 2,946 sq. ft. of common area. The number of residential units will be reduced by one.

At its July 10, 2018 regularly scheduled meeting, the McCall Area Planning and Zoning unanimously recommended minor plat amendment to City Council for approval. The Unit 206 will come under the ownership of the association to be used for events, etc. as a common area/amenity to residents. Not public comment has been received.

Two conditions of approval still outstanding is the submission of digital files prior to the recordation of the final plat and once recorded, a copy is given to the City. There was a brief discussion regarding the requirements to common areas for Alpine Village.

Council Member Nielsen moved to approve Subdivision Minor Plat Amendment application SUB-06-07 as recommended by the McCall Area Planning and Zoning Commission and

Council for reading and study. Items listed are considered routine by the Council and were enacted with one motion.

1. Council Special Meeting Minutes – July 27, 2018
 2. Council Regular Meeting Minutes – August 9, 2018
 3. Payroll Report for period ending – August 10, 2018
 4. Clerk Report
 5. Warrant Register – GL
 6. Warrant Register – Vendor
7. **AB 18-210 Treasurer's Monthly Report:** Treasurer's report of accounts and activity of office during the month of July 2018 regarding care, management, or disposition of moneys, property, or business of the City.
8. **AB 18-204 Hangar Lease 210A Gwinn:** The owners of Hangar 210A, Kathleen And Richard (Rik) Poston are in the process of selling to The Donald and Kathleen Gwinn Revocable Trust Dated July 12, 2002. Staff has prepared a new lease as the existing lease is in its first extension. The purchaser has been provided with a copy of the current lease, current Airport Rules and Regulations, and Airport Minimum Standards. The annual lease rate is \$.30 per square foot for a 9,514 sq. ft. leasehold \$2854.20 in the initial year. The FY 2018 lease rate was \$.144 for bare ground and \$.276 for improvements totaling \$1801.23 annually. This is a Non-commercial hangar and as such was not required to meet the Airport Advisory Committee. The City Clerk will record the document and keep a copy for the City's records. Staff has requested a \$200 transaction fee as a part of this process.

Council Member Nielsen moved to approve the Consent Agenda as submitted. Council Member Holmes seconded the motion. In a roll call vote Council Member Nielsen, Council Member Holmes, Mayor Aymon, Council Member Giles, and Council Member Sowers all voted aye and the motion carried.

WORK SESSION

AB 18-208 Community Outreach Plan regarding potential community benefit agreement with Midas Gold

Communication Manager Erin Greaves presented the Community Outreach Plan regarding potential community benefit agreement with Midas Gold. On July 26, 2018 Council directed Staff to develop an outreach plan to collect opinion data from the community regarding the Midas Gold Stibnite Project and the concept of a community benefit agreement. The Communication Department has developed an overall plan founded around sharing the Community Partnership Agreement, project educational resources offered by Midas Gold and other information made public. Staff asked the Council for specific requests, changes or additions to the plan and/or timeline and outline Council's goals for the process.

Communication Manager Greaves shared there are six contributing agencies involved in the approval process of the mine, and the community partnership agreement does not in any way effect the approval process with the Payette National Forest or other national agencies involved. Mayor Aymon stepped up as the Council liaison to the process.

Next, Communication Manager Greaves discussed the survey process and asked for feedback. Mayor Aymon and Council Member Holmes both feel strongly that names be required on the comments. Mayor Aymon wants the plan to reach as many people as possible through different forums. Council Member Sowers wants to ensure the public understands the Council does not have the authority to approve or disapprove the mine project. Since the partnership agreement is incomplete, City Manager Anette Spickard explained that Midas Gold is looking for feedback on the first draft so posting it publicly is expected and wanted. It is important for the community to weigh in on the draft agreement and as more information comes available, it will be added online. The Council would like to see the comments as those come in to be emailed weekly and print hardcopies for Mayor Aymon and Council Member Giles.

The consensus of the Council was to host separate lecture series to give different agencies an opportunity to speak about the project, and was agreeable to the timeframe presented.

Council Member Nielsen felt Midas Gold needs to clarify the major question of why the City needs to sign off on this agreement and what the purpose of the agreement is as he does not feel it is very clear.

PUBLIC COMMENT

Mayor Aymon called for public comment at 5:50 p.m.

Steven McNichol of 1020 Fireweed Drive is very concerned with the amount of litter that he comes across while riding his bike and feels it is becoming a bigger problem. He would like to see something done.

Anthony Yeamans of 703 Kasper concerned with how dirty the streets, curb, gutters, and sidewalks are. He is embarrassed to bring family and friends through town. He wants to know what the City will do about it.

Judy Anderson of 13775 Nisula Road commented her confusion on the purpose of the Midas Gold community partnership agreement and feels the Council has the right to totally refuse it. She is concerned that Midas Gold may not be totally transparent and is concerned about the draft.

Alan Hamilton of 1046 Valley Rim Road concerned about the Midas Gold Project. He has floated and fished the rivers for 30 years and is concerned about the waterways.

Emily Hart of 1002 1st Street would like to know the process of installing a mirror or signage on her driveway to warn people of its existence. Her driveway is at the top southern side of the hill on 1st Street and is hard to see. She is concerned about people's safety. Public Works Director Nathan Stewart willing to have discussion with her to talk about options.

Hearing no comments, Mayor Aymon closed the comment period at 5:59 p.m.

in Subsection (c), to require design review for industrial development with a building footprint area of at least 10,000 square feet or a maximum building height exceeding 35 feet or a reduction in the minimum setback distance; adding Subsection (d), *Surfacing*; in Chapter 8, *General Development Standards*, in Subsection (d)2, removing industrial use from the parking space requirements, and in Subsection (d)5, requiring the approval of the Public Works Director for pavement edges closer than 5' from the right of way of a public street; in Section 3.8.061, *Parking Area Development Standards*, adding Subsection (a)2 standards for parking lots, loading areas, and driveways for industrial uses; and in Chapter 16, *Design Review*, Section 3.16.02, *Applicability*, requiring design review approval for development within the City and the area of City impact for commercial, business park, public or semipublic development, all development within DV, AF or AP zones, industrial development with a building footprint area of at least 10,000 square feet or a maximum building height exceeding 35 feet or a reduction in the minimum setback distance, for accessory dwelling units, multi-family residential projects of 2 or more units, or single-family dwelling units having a total area greater than 3,500 square feet.

Council Member Holmes moved to adopt Ordinance No. 973, approve the publication of the summary and authorize the Mayor to sign all necessary documents. Council Member Sowers seconded the motion. In a roll call vote Council Member Holmes, Council Member Sowers, Mayor Aymon, and Council Member Giles all voted aye and the motion carried. Council Member Nielsen voted no.

PUBLIC COMMENT

Mayor Aymon called for public comment at 6:52 p.m.

Tom Tidwell of 1165 Majestic View Drive expressed concern with the cell tower, looking for support from the City Council, and would like to see a process similar to what happened with the Noke's property. He wanted to tell the State to be a good neighbor in how their lands are going to be developed.

Fred Coriell of 1109 Buckboard Way spoke about the possible good neighbor agreement with Midas Gold. He shared some different resources for the Council to consider. He felt binding agreements are encouraged but may be premature for the City to sign an agreement prior to the environmental study. He is concerned with some of the products to be mined. Brought forth questions for Council to consider and asked them to do their due diligence.

Sarah Seidl of 1629 Lakeridge Drive spoke on behalf of Jim Dusek (sp?) and Leslie Palloties (sp?), who could not be present. They made an offer on 1631 Lakeridge Drive in July but have not been able to make contract on said property due to the uncertainty about the land, easements, and in particular, use and maintenance on a driveway being constructed on Lot 21 and 22. They request the support of the City to get clarity on the specific use and maintenance of the driveway currently being constructed on Lot 21 and 22 and the 10 acre parcel behind Lot 22. The easement filed in 1974 leaves much ambiguity and interpretation. In 1993, the City filed a declaration to vacate the specific easement in questions (instrument #200827). As development is being carried forward without the implementation of the specifics identified in the relocation, they are requesting the

City be involved in the facilitation of the parties impacted by this development in the preparation of the use and maintenance agreement.

Keely Duke, attorney, of 1629 Lakeridge Drive spoke to the easement reference by Sarah Seidl. She is concerned with the work being done on that easement. She thanked Public Works for their work and assistance. She is concerned with the behavior exhibited by their neighbor and they feel will not work with his neighbors and does not have fettered access.

Nathan Todd of 403 Floyde Street spoke on the behalf of Nate Ostis who expressed concerns with the Midas Gold project and does not feel it should be approved. Mr. Ostis is concerned with protecting Idaho's clean water, and wonders if Midas Gold can truly achieve restoration as he is concerned this being their first mining project. He wants to know what 20 years of oversight will look like, and feels there no need to rush and get it right. This is a global problem.

Sherry Maupin of 376 Verita wants to redirect the conversation about the community agreement with Midas Gold. First, she wanted to reiterate the City of McCall has no jurisdiction on development and implementation of the Midas Gold mine site. Second, she has been involved with the West Central Mountains Economic Development Council (WCMEDC) for 18 months and it is through the WCMEDC the community agreement was created to be a template to use with any large businesses moving into the area to mitigate impact to the communities. The name Midas Gold should be removed from the agreement because it is the vision and work of the WCMEDC committee and came through them. This agreement is not in place to solve the mining issue. It is about the collaborative effort of elected officials to work with large business to hold them accountable as they join our communities.

Gene Tyler of 301 Eagle Lane, Donnelly stated he echoes what Sherry Maupin stated. He spoke positively as to what Midas Gold is doing in our community and the effort they are putting in to clean up the land, which no one else is doing. The federal government is not stepping up to take care of it. He addressed the comment about Midas Gold having no history. This is an industry needing change and Midas Gold is trying to enact change. They will be bonded 100% to clean up the area. They are being a good neighbor now and are trying to be open with their communication in asking for community involvement and input. They want this project to go right and are doing everything they can to ensure it will be done right. Mr. Tyler stated he asked every person he talked to at the last protest if they had been to the mine site and no one had. He asked how many had spent time on the website to learn about the company and the answer he got was it was bad science. He queried what does that even mean? No one could articulate what the bad science was. He addressed the comparisons to Tamarack, which was a different problem and not a true comparison and should not be a part of the discussion. He advised to keep an open mind and talk about your position on the subject.

Judy Anderson of 13775 Nisula Road spoke about the letter request from Midas Gold. She feels if someone is appointed from the City prior to the community outreach it will prejudice the process and Midas Gold will use it to make it look like the City is in support. The draft agreement is a conflict of values. There were many references to the common values of the community. She feels it is disingenuous at best. A community of citizens whose values must revolve around the common good does not have the same values of a corporation which is about making a profit for their shareholders. She spoke to the misunderstanding of the nature of the resistance to Midas Gold. No

agreement, discussion groups, or assurances given will change the fact that chemistry and physics make the mining operation a very high risk to the South Fork and all fisheries.

Earl Dodds of 903 Buckboard Way lived here in excess of 60 years and is concerned with Stibnite mining project and water quality issues. He believes asking for the agreement before the Environmental Impact Study is out is a form of bribery. He feels the proposal is unethical.

Hearing no more comments, Mayor Aymon closed the comment period at 7:26 p.m.

BUSINESS AGENDA

AB 18-218 Request to Approve the Appointment of a new Board Member to the McCall Redevelopment Agency

Community and Economic Development Director Michelle Groenevelt presented the appointment of a new board member to the McCall Redevelopment Agency. Per McCall City Code, the City Council appoints a board of commissioners for the McCall Redevelopment Agency (MRA) which shall consist of seven (7) members. The term of office of a commissioner shall be three (3) years. Shelly Johnson resigned from the MRA Board which resulted in one vacancy. The Board position was advertised in The Star News and on the City website. Two letters of interest were received for the Board position from Mike Maciaszek and Tabitha Martineau. The MRA Board reviewed the letters and recommended to the City Council the appointment of Mike Maciaszek to the Board.

Council Member Nielsen expressed concern with the process that transpired in making this recommendation. Initially there was no public notice of the open seat on the board. It is not about who was appointed only in the process. He did not feel it was very open and honest. City Attorney Bill Nichols stated there is no statute in State code Title 50 Chapter 20 regarding urban renewal districts regulating the process of appointment besides giving the authority to the Council to make the appointment. The Council can express preference on how they would like the process to be. Community & Economic Development Director Groenevelt commented there was posting in the newspaper for the opening and then advertised a second time at the direction of the MRA board. She has spoken to Ms. Martineau about another position coming open soon. There was a short discussion on the bylaws of committees and city code. City Attorney Nichols read the state code. Council Member Giles felt Council Member Nielsen was correct to call out the issue but also felt the initial process was sufficient. City Attorney Nichols stated the side boards are the ability of the Council to appoint or remove. In some cities it does not even go to the MRA board for recommendation, only to the Council. The Council has the power to choose how they want the process to be.

Council Member Holmes moved to approve the appointment of Mike Maciaszek to the McCall Redevelopment Agency for a term of 3 years expiring in September 2021. Council Member Giles seconded the motion. In a roll call vote Council Member Holmes, Council Member Giles, Mayor Aymon, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

AB 18-225 Request Approval of the Grant Agreement with the Federal Aviation Administration for AIP Grant #3-16-0023-024-2018

Airport Manager Jay Scherer presented the grant agreement with the Federal Aviation Administration for AIP Grant #3-16-0023-024-2018. The City has submitted to the Federal Aviation Administration (FAA) a Project Application dated March 8, 2018, for a grant of Federal funds for a project with the McCall Municipal Airport, which is included as part of this Grant Agreement; and the FAA has approved a project for the McCall Municipal Airport consisting of the Construction of the Parallel Taxiway (Phase I - land acquisition, legal fees).

Council Member Nielsen moved to approve the Grant Agreement with the Federal Aviation Administration for AIP Grant #3-16-0023-024-2018 and authorize the Mayor to sign all necessary documents. Council Member Holmes seconded the motion. In a roll call vote Council Member Nielsen, Council Member Holmes, Mayor Aymon, Council Member Giles, and Council Member Sowers all voted aye and the motion carried.

AB 18-223 Letter from Midas Gold requesting Councilor and/or Staff be appointed to working group for draft Community Benefit Agreement

City Manager Anette Spickard presented the letter from Midas Gold requesting a Council Member and/or staff be appointed to working group for draft Community Benefit Agreement. Laurel Sayer, CEO of Midas Gold Idaho Inc., submitted a letter to the Council responding to questions/concerns raised at the July 26, 2018 and August 23, 2018 Council meetings. The letter includes a request for the Council to appoint a Council Member and/or staff member to participate in a working group that is drafting the Community Benefit Agreement. Ms. Sayer also submitted a revised version of the Community Benefit Agreement summary. If the Council is interested in participating in the working group, it is recommended that both a Council Member and the City Manager be designated to participate in the working group.

Anne LaBelle of Midas Gold addressed the Council as to what her company is asking for from the Council. The agreement is about sitting down with the community to resolve issues that may be created by Midas Gold's presence, to provide information, and proactively address concerns. They have approached the local officials for input and help to finalize the language. It is to be a vehicle to hold Midas Gold accountable for what they say they will do. The intent was for all to be included from the entire regional area.

Council Member Nielsen feels it is a little backward. It should be developed by the communities and then presented to the corporation, not the other way around. He wanted to know why there was urgency when it has no bearing on the approval process. Ms. LaBelle clarified by explaining this agreement is a tool the communities can use to help shape what happens in their community and it is pertinent to address now because once the draft Environmental Impact Study (EIS) is done it will be a fairly final version of the project. Any input the communities want to have included need to happen before the EIS is complete. Purpose of this process is to give communities a voice. Most of the people involved in the drafting of the agreement were community leaders. Mayor Aymon asked if this agreement would still be binding if Midas Gold sells out to another company and Ms. LaBelle stated yes it would.

Council Member Giles redirected to the item on the agenda as to whether the Council and or City Manager be part of the process. He stated he would be happy to serve on behalf of the Council.

Council Member Nielsen does not see how it is possible to be able to sway the process with EIS and why would we work on an agreement without knowing all the details. Ms. LaBelle addressed the concerns with an example of how they worked with Yellow Pine and used the outcome of those discussions as part of what was submitted to the Forest Service. This format could have something to present to the Forest Service as part of the process to address issues at the front of the project instead of waiting until after the project starts. Mayor Aymon asked if the agreement is required to be included at the discussion table. Ms. LaBelle stated a main point of the agreement is to give a city a place at the table. The group of cities who do sign the agreement (signatories) will come together and create bylaws for the Signatory Council, and at that point can decide if they want to invite non-signatories to participate. She said she did not know the answer as the decision is up to the group formed from this process. She reiterated the intent is to be inclusive not exclusive.

City Manager Spickard asked to clarify her understanding that the agreement being discussed is not the same as agreements referenced earlier and is not meant to be the vehicle the City will use to address a specific problem/solution because it's purpose is more to provide a forum to identify issues in communities overall, to oversee the foundation whose monies are set aside for the communities, and to provide the requirement of Midas Gold addressing issues identified by the group. She believes it is the Council's responsibility to the community if issues are identified that a specific agreement to mitigate those issues should be brought up with Midas Gold separately. Ms. LaBelle confirmed this agreement is to create group conversation to identify and focus on community and social impacts and the foundation is to help mitigate some of those issues monetarily. It is not about addressing or resolving issues about environment or infrastructure. If a city identifies a specific issue that will affect them, then a separate conversation with Midas Gold will take place at that time to address those issues.

Sherry Maupin of 376 Verita wanted to define the process and compared it to how the process works when a developer wants to put in a subdivision. The surrounding homeowners are contacted and given a chance to give their input before the subdivision is approved. And she addressed Council Member Nielsen's comments about the group. Everyone was invited to the table and those who showed up grafted the agreement that is now before the Council. There was representation from every community.

Sally Elliott of 1848 Warren Wagon Road is concerned with signing. Mayor Aymon clarified that the Council is not signing anything.

The Council shared their thoughts. Council Member Sowers clarified what is being asked is having a member of the Council and the City Manager to participate. Council Member Holmes still has too many questions to feel she is the person to represent. Mayor Aymon shared she feels it is important to have a voice and participate in the process. Council Member Nielsen is not sure what is being asked. Ms. LaBelle clarified what is being asked for today is for representatives from the City attend a meeting next Friday and work through draft language and get comments on it. Mayor Aymon wanted to point out the City will not be making any decisions or signing anything at the very least until the public outreach 3-part lecture series is complete in mid-November and the language is drafted.

Council Member Sowers moved to appoint Council Member Giles and City Manager Anette Spickard to attend the meeting with Midas Gold and surrounding communities regarding the community agreement. Mayor Aymon seconded the motion. In a roll call vote Council Member Sowers, Mayor Aymon, Council Member Giles all voted aye, Council Member Holmes and Council Member Nielsen both voted no, and the motion carried.

AB 18-222 Request to Review and/or Approve the annual Agreement for City Attorney/Civil Legal Services with White Peterson Gigray & Nichols, P.A.

City Clerk BessieJo Wagner presented the annual agreement for City Attorney/Civil Legal Services with White Peterson Gigray & Nichols, P.A. White Peterson has provided city attorney/civil legal services to the City of McCall since August 2005. The current one-year agreement expires September 30, 2018. The proposed agreement renews the agreement for one year. All terms remain the same.

Council Member Holmes moved to approve the proposed Agreement for City Attorney/Civil Legal Services with White Peterson Gigray & Nichols, P.A. for one year to expire on September 30, 2019, and authorize the Mayor to sign all necessary documents. Council Member Giles seconded the motion. In a roll call vote Council Member Holmes, Council Member Giles, Mayor Aymon, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

Upcoming Meetings Schedule Discussion

Council discussed upcoming meetings. A discussion for trailer and parking issues is forthcoming. Council Member Nielsen requested to see the code amendments as a whole picture. After some discussion, the Council asked for a work session to go over the upcoming code changes in its entirety to see what parts of the code have in relation to the other sections. City Attorney Nichols stated there is no restriction for Council members to see the code discussions at the Planning & Zoning meeting as they are legislative in nature and open to the public, and they can discuss their questions with staff.

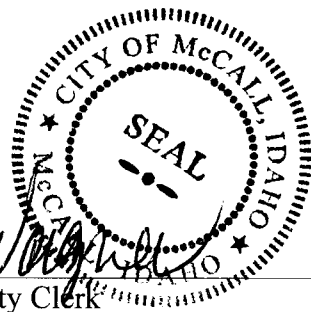
Economic Summit October 1 attendees will be Council Member Holmes, Council Member Nielsen, Council Member Giles (Call on Friday), and Council Member Sowers.

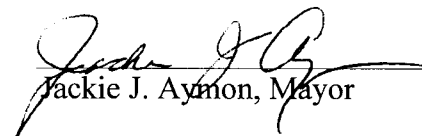
ADJOURNMENT

Without further business, Mayor Aymon adjourned the meeting at 8:27 p.m.

ATTEST:


BessieJo Wagner, City Clerk




Jackie J. Aymon, Mayor

John Rygh of 349 Carmen Drive commented on the Community Agreement with Midas Gold and requested the Council move slowly. He would like to ensure there is indemnification language included to protect the City and be transferrable to other companies if Midas is sold. He suggested being proactive and look into the Stillwater community agreement which is 190 pages, not 14 pages like the one McCall has been given. He wanted to encourage the Council to be diligent and drive a hard bargain.

Hearing no additional comments, Mayor Aymon closed the comment period at 6:21 p.m.

BUSINESS AGENDA

AB 18-277 Request for Confirmation of the Information Systems Manager Appointment:

Chris Curtin

Human Resources Manager Traci Malvich presented the confirmation of the Information Systems Manager appointment. A recruitment effort for the City Information Systems Manager, which included a national search, was conducted over a period of approximately six weeks. Staff received many inquiries from those interested in the position. After reviewing all candidates for the position, three were selected for interview. The interviews took place on October 8, 2018, and the interview process included a panel of staff members and the City Manager. A follow up interview with finalist candidate, Chris Curtin, was held on October 11, 2018 which led to a decision to appoint him as our next Information Systems Manager. The City Manager has extended a conditional offer of employment to Chris Curtin, subject to Council confirmation.

Chris Curtin has more than twenty-five years of Information Technology experience, including five years with the City of McCall as our Network Administrator. He has led several very complex technology implementations throughout his career. The City has directly benefited from his expertise with gained efficiencies, and cost savings, organization wide, with the implementation of the Office 365 platform. He has a great vision for the future of technology in McCall, and staff is confident he will keep the City on the leading edge of technology advancement. He has shown his ability to develop strong, collaborative relationships both internally and externally, and is well versed in the future plans and needs of our organization and community. Mr. Curtin has demonstrated his dedication, knowledge, and experience throughout his career with the City of McCall. His combined experience, education, dedication to the organization and vision for future advancement in technology make him the ideal selection as the City of McCall's Information Systems Manager.

Council Member Nielsen moved to confirm the City Manager's appointment of Chris Curtin as the Information Systems Manager, per McCall City Code 1-9-3(C). Council Member Giles seconded the motion. In a roll call vote Council Member Nielsen, Council Member Giles, Mayor Aymon, and Council Member Sowers all voted aye and the motion carried.

AB 18-263 McCall Redevelopment Agency (MRA) Annual Report for the Urban Renewal District

Rick Fereday, Chair of the McCall Redevelopment Agency (MRA), presented the Board's annual report for the Urban Renewal District. In 1965, the State of Idaho created the Idaho Urban Renewal Law to allow a city or county governing board to designate areas for urban renewal projects aimed