Notice of Referendum Vote

Notice is hereby provided that a Referendum Vote will be held on

November 6, 2026

to ratify and approve the proposed Settlement Agreement regarding the:

Cormorant Island Specific Claim

This referendum vote is being conducted according to the **Referendum Procedure**.

Who Can Vote

All members of ‘Namgis who are aged eighteen years old or older on November 6, 2026, are eligible to vote. The Voter List may be viewed in the ‘Namgis First Nation administration offices and on the ‘Namgis First Nation web site - https://namgis.bc.ca. Please review the Voter List to ensure that your name appears.

How to Vote

There are multiple ways for eligible members to vote;

1.) ***In person*** at the polling station in Alert Bay from 9:00 a.m. until 9:00 p.m.
2.) ***By mail-in ballot.*** All eligible voters will be provided with a mail-in ballot which must be received before 9:00 p.m. on voting day – November 6, 2026.
3.) ***By electronic voting.*** Electronic voting will be available from 6:00 p.m. on October 18, 2026, until the close of the regular poll at 9:00 p.m. on November 6, 2026. All Eligible Voters will receive a PIN that can be used to vote:
    a. On the internet at a web site to be provided when the PIN is distributed.
    b. By telephone at a number to be provided when the PIN is distributed.

Referendum Question

As a voting member of the ‘Namgis First Nation, do you:

(a) **agree** to all of the terms and conditions of the ‘Namgis First Nation Cormorant Island Specific Claim Settlement Agreement initialed by Chief Don Svanvik on behalf of the ‘Namgis First Nation and Heather Kelly, Canada’s negotiator, which settles and releases the matters set out in this Settlement Agreement; and

(b) **authorize and direct** the Chief and Council of the ‘Namgis First Nation to sign all documents and do everything necessary to give effect to the ‘Namgis First Nation Cormorant Island Specific Claim Settlement Agreement?

A detailed information package is included with this Notice.

This notice issued October 2, 2026, by:



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Electoral Officer

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Summary of the 'Namgis First Nation's Cormorant Island Specific Claim, the Settlement Proposal and the draft Settlement Agreement

A. History and 'Namgis position

1. On January 2, 1880, Indian Reserve Commissioner Sproat issued a Minute of Decision allotting all of Cormorant Island with the exception of 320 acres to the "Nimkeesh Indians". The 320 acres excepted were split into two: 160 acres for Mr. A.W. Huson and 160 acres to Reverend Hall who had applied for that land for a mission.

2. Mr. Walken, the Chief Commissioner of Lands and Works for the Province of British Columbia, wrote to I.W. Powell, Indian Superintendent for B.C., on January 28, 1882, advising that the Provincial Government was rejecting Commissioner Sproat's allotment of most of Cormorant Island to 'Namgis. The two grounds given were Mr. Walkem's previously protesting and advising Mr. Sproat that he would not accept "any Indian reservations made by him on the North West Coast" and "as the whole Island has been leased ever since August, 1870 by the Government to Messrs. Huson and others, at a yearly rental which has been regularly paid up to the present time".

3. On January 31, 1882, Mr. Powell wrote to the Superintendent General of Indian Affairs advising of Mr. Walkem's rejection of the reserve. The letter stated the following points:
   (a) He indicated that "Mr. Sproat informed me at the time, that the reserve he made at Cormorant Island was subject to the conditions of the lease referred to by Mr. Walkem, and was not intended to interfere in any way with the same until its time limit had expired";
   (b) Mr. Sproat had originally decided to allot more of Cormorant Island as reserve but reduced it by 160 acres at the request of Reverend Hall;

(c) He also advised that "It is also desirable to inform you that a large tribe of Indians have a village on Cormorant Island upon the land leased to Mr. Huson";

(d) He recognized the 'Namgis' need for reserve lands in stating the following: "Cormorant Island is just opposite the mouth of the Nimpkish River, which although small, has always been a most important fishing stream for the Indians…The Nimkish river is however a small stream at best, but as a large number of Indians derive their supply of food from there, it is all the more necessary to protect not only their fishing rights, but to make suitable reservations for them which in the future may be free from encroachments. In view of the prospective establishment of other Canneries, the statement communicated to Mr. Sproat in August 1879 and now referred to in the enclosed letter i.e. that the reserves made by Mr. Sproat on the North West Coast would not be recognized by the Provincial Government should have, in my opinion, immediate consideration, and the necessary steps taken to provide a satisfactory solution of the apparent difficulty".

4. Ultimately 'Namgis was allotted a total of 52 acres of land on Cormorant Island pursuant to a Minute of Decision of Indian Reserve Commissioner Peter O'Reilly of October 20, 1884 which was approved by W. Smithe, Chief Commissioner of Lands and Works (the "CCLW") for the Province of British Columbia by letter dated December 2, 1884.

5. In its Specific Claim 'Namgis alleged that Canada failed to challenge the CCLW rejection of the allotment of most of Cormorant Island to 'Namgis by Commissioner Sproat. It should have required that the matter be referred to a Judge of the Supreme Court of British Columbia for resolution which was the procedure agreed to by both the Federal and Provincial governments.

B. Claim History

6. ‘Namgis filed its Specific Claim with what was then known as the Specific Claims Branch of the Department of Indian Affairs and Northern Development in or about September, 1987.

7. In April, 1994, Canada rejected this Specific Claim.

8. Later in 1994 ‘Namgis appealed the decision of Canada not to accept the Specific Claim for negotiation to the Indian Claims Commission.

9. In March of 1996 the Indian Claims Commission recommended “that the claim of the ‘Namgis First Nation with respect to Cormorant Island be accepted for negotiation under the Specific Claims Policy.”

10. On May 11, 2001, Robert Nault, the Minister of Indian Affairs and Northern Development wrote to ‘Namgis advising that the Cormorant Island Claim had not been accepted for negotiation on the basis that “there is not an outstanding lawful obligation owed to the Namgis First Nation in respect of the subject matter of this claim”.

11. When James Prentice, Co-Chair of the Indian Claims Commission who had recommended that this claim be accepted for negotiation became Minister of Indian Affairs in 2006 ‘Namgis wrote to him reminding him of his decision and asking that the claim be accepted for negotiation. Canada once again refused to negotiate the Specific Claim.

12. As a result of the creation of the Specific Claims Tribunal and changes in the law ‘Namgis resubmitted its Cormorant Island Specific Claim, which contained new legal arguments, to Canada’s Specific Claims Branch on September 17, 2014.

13. On November 22, 2018, Joe Wild, Senior Assistant Deputy Minister of Crown-Indigenous Relations and Northern Affairs Canada wrote to Chief Don Svanvik advising that the Specific Claim had been accepted for negotiation.

14. On December 4, 2018, the ‘Namgis Council passed a Council Resolution agreeing to enter into negotiations with Canada.

C. The Negotiations

15. Negotiations took place concerning the parameters of the Specific Claim and how compensation should be determined. Canada took the position that there should be a joint expert but ‘Namgis did not agree and thus it decided to retain its own experts.

16. ‘Namgis, on the recommendation of its legal counsel Stan Ashcroft, retained Kent Macpherson for the appraisal issues, and Alec Orr-Ewing, an accredited and experienced forester, to evaluate the timber losses. Both were charged with determining the compensation owed to ‘Namgis.

17. In a report dated February 2, 2021, Allan Koebel, then of Kent Macpherson Appraisals (now of Legacy Valuations), calculated the land loss of use in the amount of $13,500,000.00 and the present day unimproved market value being $4,608,000.00 for a total of $18,108,000.00.

18. Alec Orr-Ewing estimated the loss of timber based on assumed harvest dates of 1885, 1907, 1917, 1945, 1967, 1972 and current market value (brought forward by Kent Macpherson as at September 20, 2020) at $41,800,000.00.

19. Canada retained its own forestry expert, that being LM Forest Resources Ltd. (“LM”), as it did not accept the findings of the ‘Namgis expert Alec Orr-Ewing. In their report dated March 31, 2023 Larry McCulloch of LM gave an opinion of the losses to ‘Namgis as follows:

    (a) $1,855.00 in 1885 (as opposed to $7,870.00 of Alec Orr-Ewing);

    (b) $10,742.00 in 1907 (as opposed to $34,420.00 of Alec Orr-Ewing);

(c) $8,085.00 in 1917 (as opposed to $20,850.00 of Alec Orr-Ewing);
(d) $9,932.00 in 1945 (as opposed to $9,900.00 of Alec Orr-Ewing); and
(e) $3,850.00 in 1972 (as opposed to $5,100.00 of Alec Orr-Ewing).

20. LM Forest gave no figure for the present value of the standing timber. Brought forward their figures resulted in the losses being less than $15,000,000.00.

21. On October 19, 2023, 'Namgis proposed to Canada that the claim be settled for the all inclusive sum of $60,000,000.00 based upon advice of the 'Namgis experts.

22. By letter dated January 31, 2024, Heather Kelly, Canada's negotiator, offered to settle the claim for the total amount of $46,775,067.00, although she did say that Canada's position continues to be that Allan Koebel's estimations are much higher than what they believe is accurate, but they have not retained an appraiser to support this. The large variation was primarily due to the differences in forestry values put forth by the experts.

23. In order to try and resolve the impasse over the differences in the forestry values it was agreed that a joint forestry expert would be retained, that being Blackwell Consulting Ltd. ("Blackwell"). Alec Orr-Ewing approved of Blackwell undertaking this task, although once he received their report he indicated that he regretted doing so. In a report dated July 4, 2025, Blackwell estimated that the losses to 'Namgis were as follows:
(a) $1,661.00 in 1885;
(b) $11,745.00 in 1907;
(c) $6,970.00 in 1917;
(d) $5,917.00 in 1945;
(e) $60,210.00 in 1967;
(f) $12,626.06 in 1972; and
(g) $196,807.00 that being the net present value of the timber as of 2019.

24. Bringing forward the amounts determined by the experts as of July 2026, using Band trust account interest rates which the Specific Claims Tribunal has determined arrived at the following figures:

(a)	LM:		$16,661,468.00
(b)	Alec Orr-Ewing:		$51,042,172.00
(c)	Blackwell:		$18,622,563.00
(d)	Allan Koebel:	Loss of Use:	$17,511,981.00
		Current Unimproved Market Value:	$5,630,517.00

25. The 'Namgis Chief and Council considered referring the claim to the Specific Claims Tribunal. The considerations were that if Canada's expert, or that of the joint expert were accepted by the Tribunal 'Namgis could potentially only be awarded $16,661,468.00 for forestry losses and Canada would retain an expert who could give an opinion of a lower value than that arrived at by Allan Koebel. If the claim was taken to the Tribunal the compensation awarded to 'Namgis, if it were fully successful, could be approximately $74,000,000.00. However, if Canada was successful 'Namgis would be awarded $39,000,000.00 or less depending on what Canada's appraiser arrives at. Given these considerations, and having assessed the risks, on December 9, 2025 'Namgis proposed that the claim be settled for the sum of $51,000,000.00.

26. By letter dated May 12, 2026 Heather Kelly advised that Canada accepted the 'Namgis settlement offer subject to the following:

(a) 'Namgis providing a Council Resolution agreeing to the settlement;

(b) 'Namgis and Canada agreeing to the terms of a Settlement Agreement;

(c) The Settlement Agreement being approved by way of a vote wherein a minimum of 25% of the eligible voters must vote in favour of the settlement agreement and a majority of those who vote must vote in favour. As an example, if 25% of the eligible voters vote and all vote in favour it will pass. However, if 15% of those who voted vote against it, it will not pass. It should be noted that the Chief and Council have amended the referendum

policy to allow for electronic voting in order to assist in achieving this threshold; and

(d) Out of the $51,000,000.00 the loan funding that was obtained and used to pay for legal and expert costs and ‘Namgis administration and Council honorarium over the almost 40 years that it has taken to settle this Specific Claim will have to be repaid. The amount of the loan funding is $346,128.00 and thus the net amount that ‘Namgis will receive is $50,652,872.00. Stan Ashcroft, legal counsel for ‘Namgis for over 40 years, must provide a Solicitor’s Certificate stating that he has provided legal advice concerning the settlement, including the Trust Agreement, to Council and the membership.

27. On May 20, 2026 the Chief and Council passed a Resolution agreeing to Canada’s settlement proposal which was conveyed to Stan Ashcroft on May 22, 2026. Stan Ashcroft conveyed the Council Resolution to Heather Kelly that same day.

D. The Settlement Agreement

28. The terms of the proposed Settlement Agreement have been negotiated, subject to it being ratified by the ‘Namgis membership. Chief Don Svanvik and Canada’s negotiator Heather Kelly have initialed the Settlement Agreement.

29. The key terms of the Settlement Agreement that the Council seeks the membership of ‘Namgis to approve are as follows:

(a) The settlement will resolve all issues raised by ‘Namgis in the Specific Claim relating to Canada’s failure to allot all of Cormorant Island, with the exception of 320 acres, to ‘Namgis. To be clear, this is not a settlement of any of ‘Namgis’ aboriginal title or rights claims.

(b) Canada will pay ‘Namgis the sum of $51,000,000.00 in full settlement of the Specific Claim, including negotiation costs. From this amount the sum of $346,128.00 will be deducted to repay ‘Namgis’ loan from Canada in order to pursue the Specific Claim, and thus the net amount payable to

'Namgis will be $50,652,872.00 (the "Compensation Balance"). The loan amount was added to the settlement when Canada made its offer. Stan Ashcroft, legal counsel for 'Namgis, is not on a contingency and thus the full amount of the Compensation Balance will be received by 'Namgis.

(c) If the membership approve the terms of the Settlement Agreement in the referendum, Council will sign the Settlement Agreement and provide it, together with a Council Resolution approving the settlement, a Certificate of Vote Results and Appeals signed by the Ratification Officer, and the signed Solicitor's Certificate to Canada.

(d) The Minister of Crown-Indigenous Relations or his or her designated representative will then sign the Settlement Agreement. Once that has occurred Canada has 45 days to deposit the Compensation Balance into 'Namgis's bank account.

(e) 'Namgis grants a release in favour of Canada and its representatives for all aspects of the Specific Claim, all negotiation costs and loan funding, the adequacy of the compensation, the deposit of the Compensation Balance into 'Namgis' bank account and the uses of the Compensation Balance made by 'Namgis.

(f) 'Namgis is also required to indemnify Canada for any amount that it is required to pay out as a result of 'Namgis or another First Nation bringing a claim against Canada on the basis that they should be entitled to receive some or all of the compensation, another First Nation should have been allotted Cormorant Island as reserve or they challenge the negotiated settlement. Given that these were reserve lands that should have been allotted to 'Namgis and no other First Nation has a valid legal claim in relation to the matters set out in the Specific Claim it is Council's opinion, and that of legal counsel for 'Namgis, that there is no, or at least extremely little, risk in 'Namgis agreeing to these indemnity provisions.

(g) As mentioned, the ratification requirement is that at least 25% plus 1 of the voting members of 'Namgis must vote in favour of the Settlement Agreement and that a majority of those who vote, vote in favour.

(h) Stan Ashcroft will have to provide a Solicitor's Certificate setting out the information meetings that he attended explaining the legal issues relating to the Settlement Agreement, and the fact that the Compensation Balance will be paid directly to 'Namgis, rather than being placed in an account managed by Indigenous Services Canada.

(i) 'Namgis shall follow its Referendum Procedures, as amended, for the Ratification Vote in order to ensure that there is a clear process to be followed.

E. What Happens if the Ratification Vote is Not Successful?

30. There are two scenarios if the Ratification Vote is not successful:

(a) If the Ratification Vote is not successful due to not meeting the voting threshold (i.e. 25% + 1 of the electors voting) then Council will have to consider whether to go through a further ratification process and vote.

(b) If the Ratification Vote is not successful due to a majority of those who vote, voting against the settlement, it will have to be determined the reason for the rejection as it is highly unlikely that Canada will increase its offer and Council will have to decide whether to hold another Ratification Vote or refer the claim to the Specific Claims Tribunal. The concern with pursuing the Tribunal option is that the Tribunal could well find that the compensation should be less than what has been negotiated, especially given the conclusions of Canada's forestry expert and the joint forestry expert.