

# **GOVERNMENT OF NUNAVUT (GN)**

## **RESPONSE TO NTI JULY 8, 2015 QUESTIONS**

Nunavut Tunngavik Incorporated (NTI) submitted follow-up questions to the Government of Nunavut as set out above. A number of the questions were specifically directed to GN witnesses. Because of summer leave, GN witnesses were difficult to reach. Other factors also contributed to a delay in the response, which the GN regrets.

The NTI July 8 document which sets out the new questions (the “Questions”) includes as context both the original NTI (April 21, 2015) question and portions of the GN responses to these questions. In order to be succinct GN has only repeated the NTI follow-up Questions below.

### **NTI Questions about GN Documents –**

**1A. Why should the Board consider it more likely than not that the hunters were paid out of this \$100, 000?** (One GN witness reports that “only 8 to 12 harvesters did all the shooting,” and this witness cannot identify any year in which more than 8 harvesters did the shooting. In at least one year, the GN documents reported that only 5 harvesters were to do the shooting. See GN witness statement of Robert Connelly, page 2; GN May 7 2015 answer to NTI question #20, page 12; GN document B-3, assumption #4, page 1.)

### **RESPONSE:**

#### **General Answer to Questions 1A and 1B :**

Documents B-11 and B-12 are not by themselves determinative of the GN position that hunters involved in the Southampton Island (SHI) commercial caribou harvest were employees, at least in some years of the operation. These documents, viewed in the context of all the GN documents, are evidence that Tunnuq Harvests Ltd. (Tunnuq) was assessed for contributions on behalf of employees to provide them with Workers Compensation coverage.

GN has responded earlier to concerns about the record of documents available to the Nunavut Wildlife Management Board (NWMB or the Board) in this proceeding. It is clear that the record is not comprehensive but the best available GN evidence has been filed with the Board.

Other documents filed by GN also support the conclusion that hunters were either employees or contractors of the companies responsible for the commercial harvesting operations over the years. Documents B-11 and B-12 contribute to that body of evidence.

GN has requested permission to file 8 new documents with the NWMB for this proceeding. They include 7 unredacted contracts between Tunnuq and individual hunters and an unredacted version of document GN B-35. These documents show conclusively that hunters were contractors in 1996 and that at least some of the same individuals were employees in 2007.

Specific Answer to Question 1A:

The GN is not specifically suggesting that hunters' salaries were part of or paid out of the \$100,000.00 of Workers Compensation assessment.

**NTI Question 1B:**

**1B.** In particular, if the GN is expecting the Board to 'do the math' in order to assess whether this amount probably included payments to hunters, please provide the missing numbers, and indicate what evidence if any, supports using such numbers. If, for example, the GN reasons that the total amount paid by the company to contractors and employees in 1995 and 1996 was \$100,000 plus an amount that is substantially less than the amount paid to the harvesters, please indicate what total amount the GN asserts was paid to contractors and employees in 1995 and 1996; what was paid to the harvesters, and what evidence the GN asks the Board to rely on in support of those numbers.

**RESPONSE:**

Specific Answer to Question 1B:

The GN is not "expecting the Board 'to do the math'". GN has specific evidence referred to above that the hunters in 1996 were contractors. We have evidence that indicates in 2007 that some of the same individuals were employees and thus would have been the subject of WCB assessments in that year.

**NTI Question 1C:**

**1C.** Again, if the GN is asking the Board to calculate whether any of the employee deductions purportedly shown in GN document B-35 likely were made for the hunters, please provide the necessary numbers, other than those given in document B-35.

In particular

How many different recipients of "gross wages" are listed in this document, and what is the evidence supporting this number? (Of the 58 line entries, 38 are for March 2, 2007; 18 are for March 15, and two are for March 9.)

o Is the reader to assume that each of the 58 entries is for a different recipient? If so on what basis?

o If not, is the reader to adopt the more reasonable assumption that each entry on the same date is for a different recipient?

- If the GN contends that at least 38 different recipients are listed
  - what evidence, if any, would support any inference that more than 8 hunters were included in the 38? Should the Board assume, for example, that in 2007 there were substantially fewer than 46 different contractors and employees engaged for this project, and if so, how many fewer, and on the basis of what evidence?
  - How could the Board be confident that some recipients are not listed twice on March 2 (in which case fewer than 38 different recipients are listed)?
- If 38 different recipients are listed for March 2, 2007, how could the Board be confident that the number of recipients on March 2 is representative for the season, given the smaller numbers on March 15 and March 2?

## **RESPONSE:**

### General Answer to Questions 1C:

GN understands that document B-35 includes all employees who worked on the 2007 commercial harvest in the period between the last week of February 2007 and roughly March 31, 2007. Pages 1 to 3 of B-35 include cheques for the first 2 weeks of March. Pages 4 to 8 cover the next 2 weeks. There is some overlap in the listing of employees between pages 1 to 3 and pages 4 to 8 of B-35. But there is no overlap in the listing of cheques. So for example on p.1 cheques 93 and 139 are to the same individual for two different weeks of work (first 2 weeks of March). On page 4 the first cheque (#247) for a subsequent week of work (03-29-2007) is written to the same individual as received cheques 93 and 139. Thus GN understands that the register is basically a list of payroll cheques -- pages 1-3 for the first 2 weeks of the harvest and pages 4-8 for the next 2 weeks of the harvest. Unfortunately not all workers started at the same time or worked the same number of hours. This explains discrepancies in some cheque dates and amounts.

Pages 9 to 14 are a compilation of payments made to individuals resulting in a complete accounting of payroll and deductions for the month of March 2007 which we understand to be the harvesting period. Note that the first three entries on p.9 are for cheques 93, 139 and 247 for an individual that worked on the harvest for three weeks. The next four entries cheques 41, 101, 154 and 202 are all to the same individual who worked on the harvest that year for 4 weeks. Thus the GN understanding of B-35 pages 9 to 14 is that it is a compilation of all wages paid for the period between late February and the end of March. There are 60 different individuals listed on this compilation as having been paid at least one cheque for work on the harvest that year. Most seem to have worked about three weeks. Page 13 indicates that \$254,965.22 in wages was paid, after deductions, to all staff.

Page 14 lists outstanding time sheets which are unpaid at the end of March.

Pages 15 to 18 are simply a reconciled repetition of pages 9 to 14 as can be seen by tracking the cheque numbers. The result is a slightly reduced total for wages paid of \$248,755.22 on page 18 of B-35.

It is the GN's understanding that the individuals who were paid the highest wages were either southern employees or hunters. The hunters had the "best jobs" in the sense that they could earn the highest amount of money in a short time, if successful with their harvests. Note that at least one of the 1996 contracted hunters is on the payroll in 2007 and that GN witnesses can identify other of the high earners listed on B-35 as hunters.

GN wishes to correct one error in its specific response to document B-35 found on page 2 of its May response to NTI. The document was referenced as "B-35 Payroll/Accounting for June 2009". That reference should have been to June 2007.

Specific Answer to Question 1C:

GN is not asking the Board to calculate anything.

There were 60 recipients of wages identified in the unredacted list. GN believes this includes all Inuit and non- Inuit working on the harvest.

The earlier payroll information indicates fewer employees, for example there are fewer March 2<sup>nd</sup> 2007 cheques. GN has assumed this is because harvest operation start up did not involve as many employees when the camp was being opened up.

GN suggests that the hunters in 2007 were among the high wage earners listed on B-35. We do not have specific information about how many hunters actually participated in the harvesting operations that year.

**NTI Question 1D:**

**1D. If any GN witness may inform the Board at the hearing that he or she has seen an unredacted version of GN document # B – 35 (or any other redacted GN document purporting to show employee payroll, employee deductions, or employer contributions, including GN document B-15, which was not mentioned in NTI's original question) and can identify one or more of the individuals listed as an Inuit hunter for the operation, please indicate which GN witness, which document(s), and give all particulars of this evidence excepting information that identifies any hunter(s) personally.**

**RESPONSE:**

GN has requested permission to file an unredacted version of B-35. We trust that NTI will agree to that request.

Mr. Campbell can identify some of the hunters for some of the years. This includes 2007. Mr. Connelly may also know who some of the hunters were.

**NTI Question 3A:**

**3A.** According to the 2009 Harvest Plan appended to the GN's June 27 2014 Status Report to the NWMB, Sudliq Developments Ltd ran a variety of projects in Coral Harbour. The dates shown on this document run well past the end of the typical abattoir season. Considering those factors, on what evidentiary basis, if any, should the Board treat any line entry or any particular set of line entries from "Northern spreadsheet 2009" as related to the abattoir operation?

**RESPONSE:**

**Specific Answer to Question 3A:**

It appears unfortunately that 3 of the 5 pages of document B-36 were omitted from the GN Book of Documents. The 2 pages found in the Book are just a list of invoices, dates and amounts indicating payments but without the information about the categories of these costs from the previous 3 pages. GN is not asking NWMB to admit these 3 pages. Document B-36 can be ignored for purposes of the completion of this proceeding.

**QUESTIONS FOR MR. PINKSEN AND MR. CONNELLY**

**NTI Question 4A:**

**4A.** Given that its lead official believes the hunters were Inuit, and the GN has filed no evidence to the contrary, does the GN acknowledge, for the purposes of this proceeding, that all the hunters that supplied caribou to the abattoir at the material times were "Inuit" within the meaning of the NLCA?

**RESPONSE:**

**Specific Answer to Question 4A:**

Mr. Connelly has nothing to add to GN's earlier response to this NTI question.

Mr. Pinksen notes that the problem is not with the earlier GN answer it is with the question. GN officials do not dispute that the hunters involved were most likely Inuit but we are unable to stipulate that these individuals whether known or unknown were Inuit "within the meaning of the NLCA".

Even when we know who these individuals were, the beneficiary list is not available to GN. Whether or not the 1996 and 2007 hunters were enrolled under the land claim is information that GN invites NTI to bring forward to the Board.

**NTI Question 5(a.1.):**

**5(a1.)** The GN’s initial submission includes the 2009 “commercial” harvest of 843 caribou in the GN’s BNL calculation, and states that it does so because “The commercial harvest in 2009 is by local hunters marketed within Nunavut, not the meat plant commercial harvest marketed out of Nunavut in 2007.” (GN Supplementary Submission, March 31 2014, Appendix C). Does the GN wish to revise its proposed BNL, or reconsider its answer above? If the GN wishes to revise its proposed BNL, please provide the revised figure and the related calculation.

**RESPONSE:**

Specific Answer to Question 5(a.1):

Mr. Connelly is unable to assist with this new question.

Mr. Pinksen reminds NTI that the GN BNL submission was for the Board’s consideration and that we understand that the final BNL determination is for the NWMB to make.

The calculation provided was based on the GN’s position about the proper treatment of the Aiviit commercial harvests whose purpose was export from Nunavut. The GN does not wish to recalculate BNL. Its position has not changed.

There is an error in the May 7 answer. The sentence should read: “The 2009 harvest of 843 caribou were included in the Basic Needs Level (BNL) calculations because these caribou were harvested for use in Nunavut, not export.”

**NTI Question 6(b.1.):**

**6 (b1.)** Does the GN, and Mr. Pinksen in particular, acknowledge that the *Wildlife Business Regulations* did not, either before or after Nunavut was established or the *Nunavut Wildlife Act* came into force, authorize persons other the licensee or an employee of the licensee to harvest wildlife (and hence that contractors or subcontractors of the company holding the commercial wildlife license for the Coral Harbour abattoir must have been harvesting under a different lawful authority)?

**RESPONSE:**

Specific Answer to Question 6(b.1):

Mr. Connelly cannot help with the answer to this question it is specifically related to the interpretation of wildlife regulations.

Mr. Pinksen advises that GNWT and GN practice after division was to administer Commercial Wildlife Licences issued under the *Wildlife Business Regulations* so that employees, contractors or agents of licensees could participate in the operations associated with the commercial harvest.

In the case of the commercial harvests of caribou on SHI answers to previous NTI questions indicate that all the licences were issued to corporate entities.

GN is not clear on how NTI has come to the interpretation of these regulations suggested in the question.

### **QUESTIONS FOR MR. PINKSEN ALONE**

#### **NTI Question 9A:**

**9A. Was Mr. Pinksen involved in the review of the licence for the 1996-97 harvest?**

#### **RESPONSE:**

##### **Specific Answer to Question 9A:**

Mr. Pinksen advises that these licences were issued by the Yellowknife office until division occurred. He worked in Iqaluit (the Regional office) at the time in question (review of the application for a Commercial Wildlife Licence for the SHI 1996-97 commercial harvest). He remembers being part of the “review process” in Iqaluit for such licences but has no specific recollection of reviewing the 1996-97 licence at this time.

#### **NTI Question 10A:**

**10A. Does this witness have personal knowledge of the contents of any of the documents to be relied on by the GN other than those in which his name appears? If so, please list such documents (or, if it is simpler, please list the documents of whose contents he does not have personal knowledge).**

#### **RESPONSE:**

##### **Specific Answer to Question 10A:**

Mr. Pinksen will appear as a senior representative and agent of the GN in the hearing of this matter. He has reviewed this file and that includes all the documents, some of which are from his own files. Many are from files of the Department of Economic Development and Transportation and were provided by Mr. Connelly. Mr. Pinksen is prepared to speak to the GN case and the documents, to the extent of his personal knowledge, and as a representative of the GN.

GN will not provide a detailed written description of each of its witnesses’ specific knowledge of every document filed in this matter. Such a request is onerous and unnecessary to understand the scope of their evidence.

**NTI Question 12A:**

**12A.** For the years from and after 1993, and before the Southampton Island caribou quota reached 6,000, please provide a complete list of the quota changes and the year of each change, as reflected in the *Sale of Wildlife Regulations*.

**RESPONSE:**

**Specific Answer to Question 12A:**

The GN notes that in its reference to the GN May 7 answer to NTI question 12 NTI has misquoted our response. The correct quote is set out below:

“The overall quota of 6000 set out in the *Sale of Wildlife Regulations* was **NOT** determined at a particular point in time with sustainability considerations in mind.” (GN May Response to NTI Questions p.8)

GN has reviewed the *Sale of Wildlife Regulations* between 1993 promulgation and 2009 when commercial harvesting ended. In May 1993, Wildlife Area N/BC/12 (for SHI) was added to the regulation with a quota of 250. In August 1993 the quota (below all quotas listed are for this area) was increased to 1000. There was no change until November 1994 when the quota was increased to 4000. There was no change until April 1997 when the quota was changed to 4500. And there was no change until March 1998 when the quota was changed to 6000. There was no change after that until division. From 1999 until 2009 the GN made no changes to the SHI commercial caribou quota.

As GN indicated the quota was set very high, beyond the capacity of the companies conducting the commercial harvest to reach with their commercial operations. Sustainability concerns were addressed through annual collaboration with the HTO. Annual commercial quotas and tag allocations were local decisions.

**NTI Question 13A, B and C:**

**13A.** Did the GNWT and its successor the GN recognize at the time that, under the NLCA, Inuit had the right to harvest caribou for sale, and to sell the harvest to a company operating an abattoir?

- If not, why not?

**13B.** Did the GNWT and GN recognize that, in any event, under the NLCA, Inuit use of wildlife during the Harvest Study period and in the five years leading up to a TAH would be the basis for the BNL, once a TAH for Southampton Island caribou must be established?

- If not, why not?

13C. If the answer to either question 13A or 13B is yes, were arrangements that rely on the NLCA to ensure that the abattoir harvest is included in the BNL considered by the Government at the time?

- If so, why were such arrangements not discussed with Inuit?

**RESPONSE:**

General Answer to Questions 13A, 13B and 13C :

The process of recognizing and operationalizing the changes resulting from Inuit rights recognized under the NLCA has been gradual. In 1993 neither GN nor NTI existed. GNWT did establish a Land Claims Implementation Coordinator in Iqaluit to guide its implementation of the claim, but government capacity to give immediate reflection to Inuit rights, including harvesting rights, across the board, simply did not exist. Between 1993 and division government wildlife officials worked with communities and the NWMB and made best efforts to reflect the new land claim rights in decision-making. GN revised its wildlife legislation as a first priority after division, but it still took until 2005 to bring the new Act into force. The complete regulation framework for this legislation did not come in to force until this year.

GN does not deny that Inuit NLCA rights came into force in 1993. But the simple fact is that it took a number of years before these rights were fully reflected in the way government wildlife management operations were undertaken and even longer to reflect them fully in statute and regulation.

Mr. Pinksen cannot speak for the GNWT.

Specific Answer to Question 13A:

There is an important distinction between harvesting caribou to satisfy a commercial harvesting quota set by the local HTO and allocated to a company which sets up an abattoir based on a business model focussed on sale of prime cuts of wildlife outside of Nunavut – including internationally, and harvesting caribou for sale inside Nunavut.

If there had been an abattoir on SHI involved in preparing and selling meat for inter-settlement trade or even for local consumption and that abattoir had been interested in buying caribou from Aiviit hunters, then GN would take no issue with that. Our concern is and has been throughout this proceeding related to the special circumstances of the SHI commercial harvest. That is not the situation described in this question which is hypothetical at best.

Specific Answer to Question 13B:

Mr. Pinksen found this question unclear and confusing.

The GN recognizes the provisions of the NLCA dealing with the harvest study and BNL calculation.

Specific Answer to Question 13C:

In our general response above we described the evolution of GN capacity, knowledge and recognition of Inuit NLCA rights over the years since the Agreement came in to force and division. The GN's position in this matter is that the abattoir harvest should not be included in BNL when that is calculated as part of the BNL for establishment of a TAH for caribou on SHI.

GN worked closely every year that the commercial harvest took place with Inuit from the Aiviit HTO. Rightly or wrongly, the commercial harvest was under complete control of the HTO based on the GN's approach and the *Wildlife Business Regulations*. The HTO decided on annual quota allocations. As we have argued and the documents filed with the Board clearly show, the primary purposes of the commercial harvest were caribou population control and the provision of local benefits. It cannot be said that the GN managed this commercial harvests in a way that ignored Inuit interests. Millions of dollars of benefits accrued locally and regionally over the years when this commercial harvest took place.

**NTI Question 14A:**

**14A.** NTI now has filed its documents and witness statements; please answer the original question.

**RESPONSE:**

Specific Answer to Question 14A:

Mr. Pinksen has nothing to add to his previous witness statement in relation to NTI documents.

**QUESTIONS FOR MR. CONNELLY ALONE**

**NTI Question 15A:**

**15A.** What was the position of Brock Junkin in the Department of Economic Development and Tourism or its successor department in the years that Mr. Connelly played a role relating to the abattoir operation?

**RESPONSE:**

Specific Answer to Question 15A:

During the period when the Department of Sustainable Development was in place, Mr. Junkin was the Regional Director (otherwise known as the Director of Kivalliq Community Operations). He was hired in late 2000 and left in late 2005. In 2004-05 the Department was split into Economic Development and Transportation and Environment. Mr. Junkin stayed with the Department of Economic Development and Transportation.

**NTI Question 16(a.1) and 16(b.2)A:**

**16 (a.1)** Please list the applications, plans, and budgets included in the GN documents of whose contents Mr. Connelly has personal knowledge.

**16 (b.2)** If this witness has personal knowledge of the contents of any of the other GN documents, please list them (or, if it is simpler, list the other documents of which he does not have personal knowledge.)

**RESPONSE:**

Specific Answer to Questions 16(a.1) and (b.2):

All documents filed in January 2015 in GN the Book of Documents and all of the 488 documents provided to NTI in late 2014 came from Department of EDT – Kivalliq Region files related to the Southampton Island commercial caribou harvest. Mr. Connelly has knowledge in a general sense of all of them. Mr. Connelly will appear in this proceeding as a representative of the GN and its agent. As such he can speak to his Department’s files – to the extent of his personal knowledge.

GN chose to file the documents in January 2015 which appeared most relevant to this proceeding. If NTI has specific questions about any of these documents GN would be pleased to answer them.

**NTI Question 21A:**

**21A.** NTI now has filed its documents and witness statements; please answer the original question.

**RESPONSE:**

Specific Answer to Questions 21A:

Mr. Connelly has nothing to add to his previous witness statement in relation to the NTI documents.

**QUESTIONS FOR MR. CAMPBELL ALONE**

**NTI Question 22:**

**22.** Mr. Campbell “will advise the Board that during the years while the commercial harvest was under way there were no restrictions of any kind on Inuit harvesting on Southampton Island or on Inuit trade, barter or sale of the results of their subsistence hunts.” Will Mr. Campbell assert that the applicable legislation during these years did not purport to restrict the sale of wildlife harvested by Inuit (including restrictions by means of commercial or other tag

requirements)? If so, please cite the legislation allowing such sales for Inuit without any restriction. If not, please explain what Mr. Campbell means by “no restrictions of any kind.. on Inuit...sale of the results of their subsistence hunts?”

**RESPONSE:**

Specific Answer to Questions 22:

Mr. Campbell joined the GNWT in late 1997 as Kivalliq Regional biologist. His witness statement includes a summary of key facts based on his participation in and understanding of the Aiviit commercial harvest and the circumstances surrounding it.

The GN notes that in the NWT (until their new wildlife legislation came in to effect in 2014) section 54 of the *Wildlife Act* (R.S.N.W.T 1988, c.W-4) prohibited the buying, selling, trading, bartering or gifting of meat or any other part of wildlife. The exception was that these activities could take place among holders of General Hunting Licences. Most Inuit had GHs. This regulatory framework is narrower than the rights set out in the NLCA. This is what the Nunavut legislation said as well (rightly or wrongly) until it was replaced by the *Wildlife Act* which was developed in close collaboration with NTI and the NWMB.

What Mr. Campbell will say in relation to harvesting on SHI at the time that the commercial harvests were taking place was that Inuit harvesters could still exercise their rights, even though a commercial harvest was being carried out. He advises that domestic or personal harvesting by Aiviit Inuit in this period averaged between 1500 and 2000 caribou per year. This harvest was not affected by the commercial harvest authorized by the HTO. It simply continued. Mr. Campbell’s understanding is that there were restrictions on commercial harvesting of the type undertaken on SHI, that a Commercial Wildlife Licence was needed for that harvest and that tags allocated by the HTO were necessary for all caribou killed as part of that operation.

Mr. Campbell understands that Inuit who harvested for themselves could trade, barter or sell, including into inter-settlement trade and that such actions were not restricted.

Mr. Campbell can describe the commercial harvest based on the abattoir operation as required and distinguish harvesting operation that from personal harvesting by Inuit. Any such explanation is not to be understood as a legal interpretation of Inuit rights or the law at the time but rather his understanding of the regulatory system as a Regional Biologist.

**NTI Question 23:**

**23.** What difference does Mr. Campbell understand there to be in his statement above between “the commercial harvest,” and “Inuit harvesting...[for] ...sale of the results of ...subsistence hunts”?

## **RESPONSE:**

### **Specific Answer to Questions 23:**

First there is the difference in the scale of the operation and then the level of infrastructure and capital investment necessary to establish a commercial enterprise like the Aiviit commercial harvests. These were large scale operations requiring ongoing government subsidy. Because of the targeted markets, significant marketing efforts were needed. This imported a consequential need for CFIA inspections and the additional associated of harvesting. Even EU certification of plants was secured in order to service foreign markets and this imported even further management and regulatory requirements.

This commercial harvest was an operations where there was a chain of buyers and sellers. The company running the commercial harvest did not intend to consume but rather sell on the caribou as high quality packaged food to other businesses.

There is no comparison between this specialized commercial activity conducted by a corporation regulated within the framework of Nunavut laws which required a Commercial Wildlife Licence and tags for every animal killed and the activity of Inuit who may be selling caribou locally or even into inter-settlement trade. The level of control in every step of the commercial harvest was different than the way Inuit harvest traditionally. The primary purpose of this commercial harvest was to generate high quality cuts of meat for export from Nunavut. The whole hunt from start to finish was managed to achieve that goal.

Mr. Campbell's experience with this commercial harvest was that it was controlled every step of the way by the HTO and the companies they chose to conduct the harvest. Incidentally, its purpose was to generate local benefits and contribute to the management of the SHI barren ground caribou population – while not threatening harvesting opportunities for individual Inuit.

### **NTI Question 24:**

24. Mr. Campbell "Will advise about the regulation or control of the harvesting activities under control of the managers of the company or organization which held the commercial licence including: strict rules about how caribou were to be shot; how the carcass could not be frozen; how strict the CFIA inspections were". What material facts will Mr. Campbell report of this nature other than rules about how caribou were to be shot, how the carcass could not be frozen, and how strict the inspections were?

## **RESPONSE:**

### **Specific Answer to Questions 24:**

Mr. Campbell's witness statement sets out his understanding of the rules associated with the hunting for the abattoir. He will also generally set out his experience in the sampling process at

the abattoir and explain how that worked and the Biologist's role in it. He can speak to how the production line operated, what cuts of meat were retained, the reasons for meat or even carcasses being rejected and provide other general context about the way the abattoir operated when he was there. His witness statement already points this out.

**NTI Question 25:**

**25.** Mr. Campbell "Will speak to his general knowledge of the history of commercial harvesting on Southampton Island, government management of the harvest and role of Inuit working for or involved with the harvesting operations". Please state any such facts that are not already stated in the GN documents or one of the GN's three witness statements.

**RESPONSE:**

Specific Answer to Questions 25:

Mr. Campbell has been the Kivalliq Regional Biologist from 1997 to present. He was directly involved in the SHI commercial harvest from 1997 until it stopped. That included working with the HTO every year to address the commercial harvest and when necessary to advise on quotas for that harvest. In addition he was present at the abattoir most years to take direct part in sampling harvested caribou for condition and health. He was at the abattoir site as the caribou came in. He knows generally about how the abattoir ran. Every year Mr. Campbell worked with Mr. Connelly as approvals for the commercial harvesting were processed. This includes both the regulatory approvals and the approval of the financial support which government provided annually.

Mr. Campbell also is familiar with the biology of the SHI and Kivalliq caribou populations and can speak to such matters as required. More importantly, he will speak to the relationship between caribou numbers and decisions made about the commercial harvest, the relationship between GN and the HTO and other pertinent facts. He is generally familiar with the GN documents and can speak to Document GN # 31 specifically as well as to some of the NWMB caribou management documents filed by NTI.

It is not possible to state the all facts that Mr. Campbell will provide to the Board. The general nature of his testimony is set out in his witness statement.