

AGREEMENT IN PRINCIPLE FOR THE OPERATION OF THE

STONEY TRIBE HERITAGE ACCOUNT

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049 on file to  
SP

between

THE STONEY BAND OF INDIANS

--- of the first part

and

INDIAN AND NORTHERN AFFAIRS CANADA

--- of the second part

1. DEPOSITS

All deposits shall be made by transfer of receipts from the Stoney Band Capital Account to the Stoney Band Heritage Fund Royalty (Capital) Account upon final calculation of total receipts for each fiscal year. The actual amounts deposited into the Stoney Band Heritage Fund Royalty (Capital) Account for each fiscal year shall be:

- 8% of budgetted receipts up to \$12,500,000.00, (which would be \$1,000,000.00)
- 8% of actual receipts between \$12,500,000.00 and \$15,000,000.00
- 15% of actual receipts between \$15,000,001.00 and \$17,500,000.00
- 40% of actual receipts between \$17,500,001.00 and \$20,000,000.00
- 50% of actual receipts above \$20,000,000.00

For the 1996/97 fiscal year only, the budgetted deposit of \$500,000.00 will be made. In addition, for the 1996/97 fiscal year only, if the final receipts total more than the budgetted \$12,500,000.00, the first \$1,000,000.00 in additional income shall be deposited into the Stoney Band Heritage Fund Royalty (Capital) Account. Any further surplus amount will be treated as per the formulae above.

Any receipts over and above the initial budgetted revenue amount, less the amount due to be deposited into the Stoney Band Heritage Fund Royalty (Capital) Account by the above formulae, may be accessed through Supplementary Budget requests at such a time in the fiscal year when it can reasonably be anticipated that receipts will exceed the budgetted amount for that year.

As in previous years, supplementary budgets will only be approved for capital projects and / or sustainable economic development projects. Per capita distributions will not be permitted to be made from supplementary budget allocations.

2. INVESTMENT

(a) Deposits made to the Stoney Band Heritage Fund Royalty (Capital) Account will remain in the Consolidated Revenue Fund of Canada (CRF) and will attract interest, in accordance with Section 61 (2) of the Indian Act, which currently is calculated quarterly and compounded semi-annually into the Stoney Band Heritage Fund Income (Revenue) Account, until such time as either the Stoney Band shall invoke inherent self-government rights, or the treatment of the investment of Indian Moneys under the Indian Moneys legislation under the Indian Act shall change to permit other methods of investment under the control of the Stoney Band.

resentation purposes only, the Stoney Tribe may request of INAC that the Heritage Fund Accounts shall be calculated separately for the Bears paw, Chiniki and Wesley First Nations, on a per capita basis for the Band memberships as of December 31st of each year.

### 3. ACCESS TO FUNDS

#### (a) Stoney Band Heritage Fund Royalty (Capital) Account:

Until such time as the Stoney Band shall invoke inherent self-government rights, or investment of Indian Moneys under the Indian Moneys legislation under the Indian Act shall change to permit other methods of investment under the control of the Stoney Band, the Stoney Band shall not have access to funds in the Stoney Band Heritage Fund Royalty (Capital) Account.

#### (b) Stoney Band Heritage Fund Income (Revenue) Account:

INAC shall authorize the release of one million dollars (\$1,000,000.00) from the Stoney Band Heritage Fund Income (Revenue) Account to the Stoney Tribe for purposes of economic development, business development, capital projects, housing renovations and repairs, job training and other approved projects. This shall be a one-time payment from the Stoney Band Heritage Fund Income (Revenue) Account and shall be requested by a Band Council Resolution, approved by a quorum of the Stoney Tribal Council, indicating the revenue split between the Bands comprising the Stoney First Nation and with details from each Band on the projects for which the funds shall be used.

The funds shall be released to the Stoney Tribe upon the approval of the individual projects. A Band or program that has received approval for its projects shall not have its funding deferred or delayed because of the failure to approve of the projects of another Band or program.

Unless negotiated in accordance with Clause 4, or until such time as the Stoney Band shall invoke inherent self-government rights, or investment of Indian Moneys under the Indian Moneys legislation under the Indian Act shall change to permit other methods of investment under the control of the Stoney Band, the Stoney Band shall not have access to the Stoney Band Heritage Fund Income (Revenue) Account.

### 4. RENEGOTIATION

The parties agree to renegotiate any term of the Agreement in Principle upon 12 months' prior written notice. If either party refuses to renegotiate, the matter may be referred to arbitration under the Arbitration Act of Alberta.

and in Agreement:

For the Stoney Tribal Council - Quorum: Nine (9)

David B...  
Chief

Ken Bell  
Chief

Z...  
Chief

September 17 1996  
Date

David  
Councillor

Margery J...  
Councillor

John P...  
Councillor

Georgie Ch...  
Councillor

Fish...  
Councillor

Ph...  
Councillor

B...  
Councillor

W...  
Councillor

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Councillor

J...  
Councillor

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Councillor

S...  
Councillor

For Indian and Northern Affairs Canada:

Indian and Northern Affairs Canada

Indian and Northern Affairs Canada

October 23/96.  
Date