

VILLAGE OF MAYO

BY-LAW #182

A by-law of the Village of Mayo to provide for the inter-municipal licensing of certain businesses carried on in various municipalities in the Yukon Territory.

WHEREAS Section 265(c) of the Municipal Act authorizes the municipality to licence businesses carried on within the municipality;

AND WHEREAS Section 266(c)(ii) of the said Act authorizes the municipality to enter into agreements with other municipalities for the purposes of exercising powers conferred by that Act;

NOW THEREFORE, the Council of the municipality of the Village of Mayo in open meeting assembled **HEREBY ENACTS AS FOLLOWS:**

1. This by-law may be cited as the "Inter-Municipal Business Licence By-law".
2. The Village of Mayo hereby adopts the Yukon Inter-Municipal Business Licence Agreement attached to and forming part of the by-law.
3. The fees for the above licences shall be set out as Schedule "A" to this by-law, and shall be payable according to the terms of the agreement as set out in Section 2 above.
4. The form for the above licences shall be set out as Schedule "B" to this by-law and it shall be clearly noted under special conditions that it has been issued as an Inter-Municipal Business Licence.
5. This by-law shall come into full force and effect under the terms of the Yukon Municipalities Business Licence Agreement on the final passing thereof.

By-law #62 is hereby repealed.

Read a first and second time this 6th day of December, 2000.

Read a third time and finally passed this 3rd day of January, 2001.


Deputy Mayor


Chief Administrative Officer

12/1/00

YUKON INTER-MUNICIPAL BUSINESS LICENCE AGREEMENT 2009

BETWEEN: The Parties listed in Schedule C

WHEREAS businesses carrying on business in Yukon are obliged to obtain a business licence from each municipality in which they do business:

AND WHEREAS it has been agreed that, in order to reduce such licensing requirements, a business shall be entitled to apply for an **Inter-municipal Business Licence** to permit that business to carry on business in those municipalities that are party to this Agreement **in which it does not maintain premises.**

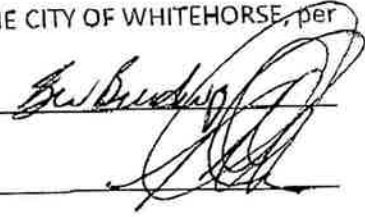
THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. The parties to this Agreement hereby establish an Inter-municipal Business Licence.
2. Notwithstanding any bylaw of any party to this agreement to the contrary, an Inter-municipal Business Licence shall entitle the holder to carry on business in each municipality that is a party to this Agreement, in which the holder does not maintain temporary or permanent premises relating to that business.
3. The holder of a business licence from any municipality that is a party to this Agreement, shall be entitled to apply to any party to the Agreement for an Inter-municipal Business Licence relating to that business.
4. An Inter-municipal Business Licence shall entitle the holder to carry on only that business to which the licence relates, and a separate Inter-municipal Business Licence shall be required for each business carried on by an applicant.
5. An Inter-municipal Business Licence shall expire at mid-night on the 31st day of December in each year, unless the licence has been cancelled or forfeited.
6. The fee payable for an Inter-municipal Business Licence issued between the first day of January and the 30th day of June in any year shall be as set forth in schedule A to this Agreement, and the fee payable for a licence issued between the first day of July and the 31st day of December shall be one-half of the fee set out at schedule A. Schedule A may be amended by the parties from time to time by unanimous consent of all of the parties, and any such amendment shall come into force when all parties have passed such an amendment by bylaw.
7. All fees collected under this Agreement shall be held by the receiving parties for payment to the Association of Yukon Communities on a semi-annual basis, on the 30th day of June and the 31st Day of December in each year for distribution as listed in schedule C.

8. Each party shall account, on the 30th day of June and the 31st day of December in each year to the others for all fees collected and shall forthwith pay over all fees collected to the Association of Yukon Communities for immediate distribution as set out in Schedule C of the Agreement.
9. Each party shall pass a bylaw incorporating the terms of this Agreement.
10. This Agreement comes into force effective July 1st, 2009. This Agreement replaces the Agreement of December 1997.
11. This Agreement shall remain in force until December 31st, 2009, and thereafter from year to year unless earlier terminated.
12. Any party may terminate this Agreement effective the next ensuing 31st day of December in any year by notice in writing of a bylaw of the terminating party, given at least six months prior to the effective date. On termination all fees collected by all parties shall be immediately accounted for and distributed: providing, however, that any fees paid relating to the next ensuing calendar year shall be retained for distribution to the remaining parties to this Agreement.
13. All Inter-Municipal Business Licences shall be in the form set out at Schedule B to this Agreement.
14. Where the provisions of this Agreement conflict with the provisions of any Business Licence Bylaw of any party, the later shall govern.
15. The provisions of a Business Licence Bylaw of any party relating to revocation or refusal of a licence, and appeals there from, and transfers of licences, shall apply with the necessary changes to any application to an Inter-Municipal Business Licence made to that party.
16. Each party to this Agreement shall, so long as it shall remain a party to this Agreement, remain a member in good standing of the Association of Yukon Communities.
17. For greater clarity, nothing in this Agreement shall be construed as waiving any requirement on any person to take out a business licence from any party in relation to any business operated from premises situated within the municipal boundaries of that party.
18. The Inter-Municipal Business Licence only covers business activities within the municipal boundaries of those participants to this Agreement (as listed in schedule C). Businesses are still required to pay an individual licence for any municipality not on this list. (Those businesses wishing to do business in Yukon outside municipal boundaries should check with the Government of Yukon concerning licensing requirements to do business in unincorporated areas.)

19. IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals in the presence of their duly authorized signing officers on that behalf in 2009.

THE CITY OF WHITEHORSE, per



)
)
)
)
)

seal

THE TOWN OF THE CITY OF DAWSON, per

)
)
)
)

seal

THE TOWN OF FARO, per

)
)
)
)

seal

THE TOWN OF WATSON LAKE, per

)
)
)
)

seal

THE VILLAGE OF CARMACKS, per

)
)
)
)

seal

THE VILLAGE OF HAINES JUNCTION, per

)
)
)
)

seal

17. For greater clarity, nothing in this Agreement shall be construed as waiving any requirement on any person to take out a business licence from any party in relation to any business operated from premises situated within the municipal boundaries of that party.

18. The Inter-Municipal Business Licence only covers business activities within the municipal boundaries of those participants to this Agreement (as listed in schedule C). Businesses are still required to pay an Individual licence for any municipality not on this list. (Those businesses wishing to do business in Yukon outside municipal boundaries should check with the Government of Yukon concerning licensing requirements to do business in unincorporated areas.)


19. IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals in the presence of their duly authorized signing officers on that behalf in 2009.

THE CITY OF WHITEHORSE, per

)
)
)
)

seal

THE TOWN OF THE CITY OF DAWSON, per



ELDO EKINS

)
)
)
)

seal

THE TOWN OF FARO, per

)
)
)
)

seal

THE TOWN OF WATSON LAKE, per

)
)
)
)

seal

THE VILLAGE OF CARMACKS, per

)
)

19. IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals in the presence of their duly authorized signing officers on that behalf in 2009.

THE CITY OF WHITEHORSE, per

)
)
) seal
)
)

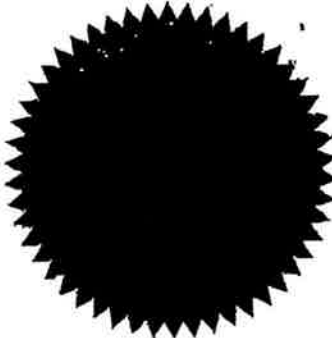
THE TOWN OF THE CITY OF DAWSON, per

)
) seal
)
)

THE TOWN OF FARO, per

Bob Gaud

CHIEF ADMINISTRATIVE OFFICER,



THE TOWN OF WATSON LAKE, per

)
) seal
)
)

THE VILLAGE OF CARMACKS, per

)
) seal
)
)

THE VILLAGE OF HAINES JUNCTION, per

)
) seal
)
)

17. For greater clarity, nothing in this Agreement shall be construed as waiving any requirement on any person to take out a business licence from any party in relation to any business operated from premises situated within the municipal boundaries of that party.

18. The Inter-Municipal Business Licence only covers business activities within the municipal boundaries of those participants to this Agreement (as listed in schedule C). Businesses are still required to pay an individual licence for any municipality not on this list. (Those businesses wishing to do business in Yukon outside municipal boundaries should check with the Government of Yukon concerning licensing requirements to do business in unincorporated areas.)

19. IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals in the presence of their duly authorized signing officers on that behalf in 2009.

THE CITY OF WHITEHORSE, per

)
)
)
)

seal

THE TOWN OF THE CITY OF DAWSON, per

)
)
)

seal

THE TOWN OF FARO, per

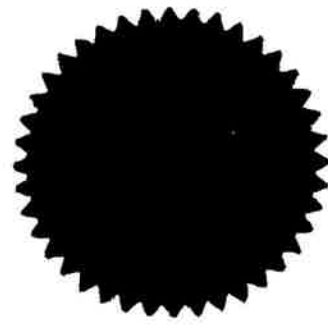
)
)
)

seal

THE TOWN OF WATSON LAKE, per

Bob McCreedy
Jessie [Signature]

)
)
)
)
)



THE VILLAGE OF CARMACKS, per

)
)

19. IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals in the presence of their duly authorized signing officers on that behalf in 2009.

THE CITY OF WHITEHORSE, per

)
)
)
)
)

seal

THE TOWN OF THE CITY OF DAWSON, per

)
)
)
)
)

seal

THE TOWN OF FARO, per

)
)
)
)
)

seal

THE TOWN OF WATSON LAKE, per

)
)
)
)
)

seal

THE VILLAGE OF CARMACKS, per

L. Waples

Mayor

)
)
)
)
)
)
)

seal



THE VILLAGE OF HAINES JUNCTION, per

)
)
)
)
)

seal



THE VILLAGE OF MAYO, per

)
)
) seal
)

THE VILLAGE OF TESLIN, per

)
)
) seal
)
)

ASSOCIATION OF YUKON COMMUNITIES, per

)
)
) seal
)
)

THE VILLAGE OF MAYO, per

)
)
)
)
)

seal

THE VILLAGE OF TESLIN, per

Leon J. Groulx

Wes With, CAO

)
)
)
)
)

seal



ASSOCIATION OF YUKON COMMUNITIES, per

)
)
)
)
)

seal

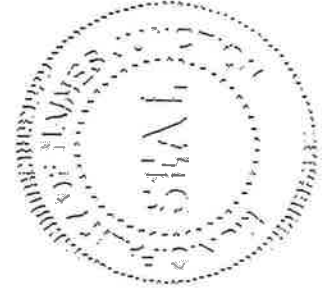
_____)
_____)

seal

THE VILLAGE OF HAINES JUNCTION, per)

seal

_____)
George Na...)
_____)



SCHEDULE "A"

To the Inter-Municipal Business Licence Agreement
2012

INTER-MUNICIPAL BUSINESS LICENCE FEES

No person shall operate any business within or partly within the municipal boundaries of the participating municipalities (listed in Schedule "C") without first having obtained a Business license from that municipality paid the fee prescribed or without first having obtained a business license from another participating municipality and an Inter-Municipal Business License and paid the fee prescribed. If a business maintains an office/space in more than one Yukon municipality, they must obtain a business license in each municipality in which they have a base. Inter-municipal business licenses are designed for businesses that provide occasional sales/services in other Yukon municipalities.

The fees prescribed in this schedule apply to businesses in Yukon wishing to operate in municipalities other than that in which they are based. The Fee schedule applies in municipalities participating in this Agreement as listed in schedule "C". The schedule will be reviewed from time to time. Revised fee schedules may be authorized by consensus of the participants at a Board Meeting of the Association or secretarially.

The Inter-Municipal Business Licence fee for any business for all or any part of a calendar year shall be: **\$ 85.00**

(Note: With few exceptions the fees set in 1998 for Inter-Municipal Business Licences for the years 2000+ were \$ 65.00 or \$ 80.00. In 2009, 60% of the standard fee for a Whitehorse business licence was approximately \$ 85.00)

The fee to transfer the name of the business shall be: **\$ 25.00**

The fee to transfer the place of business to a new owner shall be: **\$ 25.00**

(Note: In 2009, Whitehorse transfer fees for business licences were \$26.40.)

INTER-MUNICIPAL BUSINESS LICENCE

VALID IN PARTICIPATING MUNICIPALITIES ONLY

SCHEDULE "B"

To the Inter-Municipal
Business Licence Agreement
2009

Name of Issuing Municipality

Licence Number

Licensee (Name and Place of

Expiry Date: December 31st,

Year

Mailing Address

The licensee named herein, having paid the prescribed fee(s), is hereby licensed within the participating municipalities to carry on the business, trade or profession stated herein, until the expiry date shown unless this licence is sooner cancelled, suspended or forfeited. This licence is issued subject to the terms of the Business Licence Bylaws of the participating municipalities now or hereafter in force, and any amendments that may hereafter be made to said bylaws during the term of this licence.

Is licensed to carry on the business

If the nature of the business is to be changed, the Licence Inspector must be notified immediately.

Schedule of Licence Fees

Special Conditions of Licence (if

Licence Inspector

THIS LICENCE MUST BE CARRIED AND PRODUCED ON DEMAND

SCHEDULE "C"

To the Inter-Municipal Business Licence Agreement
2009

LIST OF PARTICIPANTS and REVENUE SHARING RATIOS

The City of Whitehorse	12%
The Town of the City of Dawson	11%
The Town of Faro	11%
The Town of Watson Lake	11%
The Village of Carmacks	11%
The Village of Haines Junction	11%
The Village of Mayo	11%
The Village of Teslin	11%
The Association of Yukon Communities	11%



Association of Yukon Communities
 #140-2237 2nd Avenue
 Whitehorse, YT
 Y1A 0K7

Phone: (867) 668-4388
 Fax: (867) 668-7574
 E-mail: ayc@northwestel.net
 Website: www.ayc-yk.ca

FAX MESSAGE

Date: *Jan 20/14*

To: *Margrit*
 Fax Number: *867.996.2907*

Total number of pages (including this cover): (Please notify us if you do not receive all pages) *14*

Hi Margrit,

*As requested please see attached.
 Each Municipis signed separate by so there
 are 8 pages of signatures :)*

*There was a slight change in 2012
 to the Schedule A so I have included
 the approved changed one.*

*MX
 Cheers
 Laura*

**The contents of this fax are confidential.
 If you have received this fax in error please contact 867-668-4388.**

Member of

