

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
)
_____)

THE VILLAGE OF MAYO, per)
)
 _____) seal
)
 _____)

THE VILLAGE OF TESLIN, per)
)
 _____) seal
)
 _____)

ASSOCIATION OF YUKON COMMUNITIES, per)
)
 _____) seal
)
 _____)

SCHEDULE "A"

To the Inter-Municipal Business Licence Agreement
2009

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.

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

Schedule of Licence Fees

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

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%