



Merchant Services Application

This Application is for:

☒ New Application ☐ Existing Merchant ☐ Existing Merchant - If Existing, Merchant ID# _____ ☐ Winback
(Same Location) (Additional Location)

Currency: ☐ Canadian Dollar Transactions ☐ US Dollar Transactions ☐ Both (Separate Terminals required)

Card Type(s) Requested (Tick all that apply): ☒ Visa Credit ☐ Visa Debit ☒ MasterCard Credit ☒ Discover Credit
☒ Interac Direct Payment (IDP) ☐ All

Tell Us About Your Business

Town of Fort Frances

Trade Name(s) (List all registered business names and names under which the business publicly operates and is commonly known)

Town of Fort Frances

Registered Legal Name (This is the name under which the business is incorporated or registered (e.g. 972480 Ontario Inc.))

320 Portage Avenue

Business Address

Fort Frances	Ontario		P9A 3P9
City	Province	Unit/Suite#	Postal Code
<input type="checkbox"/> Owned <input type="checkbox"/> Leased	(807) 274-5323	(807) 274-8479	()
	Business Phone #	Business Fax #	Mobile #
Dawn Galusha	Deputy Treasurer	(807) 274-5323	
Contact Name (Installation Purposes)	Title	Phone #	
dgalusha@fort-frances.com			
E-mail Address			

For multiple outlets, please complete and attach to this application the Additional Location Form

Type of company: ☐ Sole Proprietorship ☐ Partnership ☒ Public Corporation ☐ Private Corporation
☐ Non-profit/Charity _____
Charity Registration #

Ontario	112	112	150
Jurisdiction Incorporated/Registered	Years in Business	Years under current ownership	# of employees

Target Market: ☒ Consumer/Retail ☐ Commercial/Industrial

Business Type: ☐ Retail ☐ Restaurant ☐ Hotel ☐ Mail/Telephone ☐ Other MCC Code: 9399

Describe the products/services you sell: Utilities, taxes, serv

Are you a member of an association? ☐ No ☐ Yes (attach proof of membership)

What is the percentage breakdown of your sales receipts? _____ % + _____ % + _____ % + 100 % + _____ % = 100%
Mail Order Telephone Order Internet In store/Swiped Trade shows
Important: If internet processing is required, complete a separate application

Web Address(es): www.fort-frances.com

\$ 20,531,884 broken down into:

Total annual cash & credit card sales

\$ 550,000	\$	\$ 400,000	\$ 5,000	\$ 589,000	\$	\$ 18,987,184
Visa Credit	Visa Debit	MasterCard Credit	Discover Credit	Interac	Other cards	Cash/Chq
\$ 250,00	\$	\$ 250,00	\$ 50,00	\$ 30,00		
Average Visa Credit transaction size	Average Visa Debit transaction size	Average MasterCard Credit transaction size	Average Discover transaction size	Average Interac Direct Payment transaction size		

Sales deposit policy (if applicable):

Are customers require to pay immediately when purchasing goods/services to be delivered in the future? ☐ Yes ☒ No

If Yes,

- i) What is the percentage amount of the deposit required? 0 %
ii) What percentage of total credit card volume has advance payment? 0 %
iii) What is the average length of time in days from deposit/advance payment until the goods/services are delivered to the customer? 0
iv) When is final payment (i.e. # of days in advance) taken prior to delivery of goods/services to the customer? 0

If this is a membership/subscription based business, what is the percentage of credit card volume for the following payment options:

_____ %	_____ %	_____ %	_____ %	_____ %
Weekly	Monthly	Quarterly	Annually	Other: _____

Do you or will you sell gift cards or gift vouchers? ☐ Yes ☒ No If Yes, what is _____ % of credit card volume for gift cards, \$ _____
Average Transaction Size

Do you have a refund policy for your sales? ☐ Yes ☒ No

Do you require the ability to process debit card refunds? ☐ Yes ☒ No If Yes, Transaction Limit:\$ _____ Daily Limit:\$ _____

Do you require gift cards? ☐ Yes ☒ No

For retrieval request, do you have a dedicated 24-hr fax line? ☐ Yes (_____) ☒ No (Mail retrieval request)

Are all the owners of the business listed on this application? ☒ Yes ☐ No Fax # _____ If No, attach a list of additional owners' names and residential addresses.

Business Banking Information

CIBC		Iris Gerhard	
Main Business Bank		Contact Name	
203 Scott Street Fort Frances , Ontario P9A 1G8			
Branch Address/City/Province			
(807) 274-5391	20	87010	1406
Branch Telephone #	How Long with Bank?	Branch Transit #	Account #

Tell Us About Yourself

*If there are more than two principals, please photocopy this section ONLY, complete it in for the other principals, and attach to this application form.
Important - Principals must jointly or otherwise represent at least 51% ownership in the business.*

Owner 1: _____
Owner 2: _____
Owner 3: _____
Owner 4: _____
Owner 5: _____

Merchant Services Information

Complete this section if your business already accepts these cards:

Visa	_____	Visa Provider
MasterCard	_____	MasterCard Provider
American Express® ¹	_____	
Discover® ²	_____	
Gift Cards	_____	Gift Card Provider
Other Card type	_____	Card Provider

Agreement

In this section, the words "you", "your" and "yours" mean the merchant named in this Merchant Services Application (the "Application") and, if the merchant is not an individual, also means each of the owners, partners or principals of the merchant. The words "we", "us" and "our" mean the TD Bank Group*. The word "Information" means financial, personal, business and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use, including as set out below.

(a) You certify all the Information provided in the Application to be true and complete and represent that you are presently current with all of your creditors; there are no liens or judgments against you; you are not now nor have you ever been bankrupt or had any part of an account written off by a creditor as not collectible; (b) You agree to be bound by the TD Merchant Services Terms and Conditions and by any other agreement(s) that govern(s) the services that we may provide to you; and you agree that use of these services by you will constitute your acceptance of the TD Merchant Services Terms and Conditions and such other agreements that apply to our provision of these services to you and which we will provide you from time to time; (c) You agree that you will not accept transactions over the Internet without our prior approval of your specific website and Internet service provider. You hereby authorize us and will obtain the authorization of your Internet service provider for us to conduct security assessment scans over the Internet of your website(s); (d) If we request, you agree to provide us with a reference letter from your principal financial institutions; (e) You agree that, at the time you request to begin a relationship with us and during the course of our relationship, we may share your Information with our world-wide affiliates, and collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available online at www.td.com, including for, but not limited to, the purposes of: identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you. We may communicate with you for any of these purposes by telephone, fax, text messaging, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods. If there are changes in future to your owners, partners or principals, you agree to make such persons aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available from TD Merchant Services or online at www.td.com. We may disclose Information to trusted third parties in order to process, authorize and authenticate transactions and in order to comply with regulations or requirements of these networks. We may disclose Information to these networks for the purpose of sending you information about their products and services.

You may obtain TD Bank Group's privacy code "Protecting your Privacy" or withdraw your consent to be contacted about offers of products or services with respect to TD Bank Group or Payment Card Networks, by contacting your branch or by calling 1-866-567-8888. To understand how you can withdraw your consent, refer to the 'Marketing Purposes' section of the Privacy Agreement.

*TD Bank Group means The Toronto-Dominion Bank and its affiliates, who provide deposit, investment, loan, securities, trust, insurance and other products or services.

Each of the undersigned acknowledges that in completing this Application, he or she is doing so on behalf of the merchant named in the Application, and represents that he or she is authorized to do so.

It is the express wish of the parties that this agreement and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

Dated this 21 day of August, 2015.

X Owner/Partner/Principal Signature <u>Laurie Witherspoon</u> Print Name	X Owner/Partner/Principal Signature <u>Elizabeth Slomke</u> Print Name
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Guarantee (To be used in all Provinces except Alberta)

In consideration of us dealing with or continuing to deal with you, you unconditionally guarantee, jointly and severally, (and for Quebec purposes, solidarily), (a) performance of the your obligations under the TD Merchant Services Terms and Conditions and such other related agreements and notices that we may provide you with from time to time (collectively, "Your Obligations"), (b) prompt payment of all sums due thereunder; and, (c) in the event of default, hereby waive notice of default and agrees to indemnify us for any and all amounts due from you under Your Obligations. You agree that we may amend any of the terms and conditions of any agreement in respect of any of Your Obligations and assign our rights under this guarantee without further notice to or consent from you. You understand that this is a guarantee of payment and not of collection and that we are relying upon this guarantee in entering into the TD Merchant Services Terms and Conditions and other related agreements with you. You understand that your obligations under this guarantee are continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by and you hereby waive to the greatest extent permitted by law, any act or omission of any person or any other circumstance whatsoever which might constitute a legal or equitable discharge, limitation or reduction of your obligations hereunder. You agree to make all payments required under this guarantee without regard to any right of setoff or counterclaim that you have or may have against any other party or us, which rights you waive. We may, at our option, without notice, debit any accounts that you have with TD Bank Group to satisfy your obligations under this guarantee. You agree to pay all costs and expenses, including legal fees, of enforcing this guarantee. This guarantee is in addition to, and does not replace, any other present or future guarantee of Your Obligations given by you. You also waive any benefit of division and discussion. This guarantee is binding on you and your successors, heirs and permitted assigns.

In this paragraph, the word Information means your personal and business information (except health information). You authorize us to exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to validate your identity, review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

Dated this 21 day of August, 2015.

X Owner / Partner / Principal Signature <u>Laurie Witherspoon</u> Print Name	X Owner / Partner / Principal Signature <u>Elizabeth Slomke</u> Print Name
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For Internal Use Only

Referred by (Name/Title) _____

LOGON/PM ID _____

General Comments:

The Town of Fort Frances has 4 locations that require Merchant Services. Civic office to pay taxes and utility bills as well as traffic and municipal fines.

Library for memberships and over due fees

Landfill site for dumping waste fees

Municipal Airport for fees from travelers and carriers

Same Day Funding (SDF) ☐ Yes ☒ No Comments _____

Information obtained (check and attach copies)

- ☒ Copy of Corporate Search including copy of Articles of Incorporation, Partnership Registration and copy of all Business Name Registrations, and names and addresses of all directors, officers, partners and any party with a controlling interest (if any)
- ☐ Reference letter from merchant's principal financial institution (if not TD Canada Trust)

Equipment - Equipment Required (indicate # of terminals required).**Debit and**

Credit Terminals	Credit Terminals	Wireless Terminals	PC / Internet Based	Value Added
<input type="checkbox"/> _____ Liberty	<input type="checkbox"/> _____ IVR (CAN\$ Only)	<input type="checkbox"/> _____ Freedom V	<input type="checkbox"/> _____ Merchant PC	<input checked="" type="checkbox"/> _____ Online Reporting
<input type="checkbox"/> _____ Freedom IV (Dial-Up Connection)		<input type="checkbox"/> _____ Freedom V (Bluetooth)	<input type="checkbox"/> _____ Merchant PC Batch	<input type="checkbox"/> _____ TD POS
<input type="checkbox"/> _____ Freedom IV (IP Connection)		<input type="checkbox"/> _____ TD Generation HSPA	<input type="checkbox"/> _____ Online Mart (OLM) Payment Services	<input type="checkbox"/> _____ Express
<input type="checkbox"/> _____ Freedom IV with PINpad (Dial-up Connection)		<input type="checkbox"/> _____ TD Generation WiFi	<input type="checkbox"/> _____ OLM Batch Processing	<input type="checkbox"/> _____ TD Gift Card
<input type="checkbox"/> _____ Freedom IV with PINpad (IP Connection)			<input type="checkbox"/> _____ OLM Secure Payment Profile	
<input type="checkbox"/> _____ TD Generation: All-in-One (Dial-Up Connection)			<input type="checkbox"/> _____ OLM Hosted Online Storefront	
<input type="checkbox"/> _____ TD Generation: All-in-One (IP Connection)				
<input type="checkbox"/> _____ TD Generation: with PINpad (Dial-Up Connection)				
<input checked="" type="checkbox"/> 3 _____ TD Generation: with PINpad (IP Connection)				
<input type="checkbox"/> _____ TD Shared POS				
<input type="checkbox"/> _____ TD Mobile POS				
<input type="checkbox"/> _____ TD Router				
<input type="checkbox"/> _____ OLM Risk Tools (tick all that apply)				
Visa: <input type="checkbox"/> Verified by Visa (VbV)	<input type="checkbox"/> Address Verification Service (AVS)	<input type="checkbox"/> Visa Card Verification Value 2 (CVV2)		
MasterCard: <input type="checkbox"/> MasterCard Secure Code	<input type="checkbox"/> Address Verification Service (AVS)	<input type="checkbox"/> MasterCard Card Verification Code 2 (CVC2)		
<input type="checkbox"/> _____ Manual Imprinter (Note: All credit card merchants must have an imprinter for back-up purposes)				
<input type="checkbox"/> _____ Other _____				

Equipment and Welcome Kit mailed to: ☐ Location ☐ Head Office

☒ Paperless Statement (TDMS Online Reporting required) ☐ Paper Statement

Mail Statement to: (If different from store business address provided on page 1)

Your Head Office/Bill to Name _____

Address _____ City _____ Province _____

Postal Code _____ Business Phone # () _____ Contact Name _____

CREDIT CARD/DEBIT CARD TRANSACTION FEES
VISA

Visa Credit Rate	1.47 %	of the gross value of all Visa Card credit Transactions
Outgoing Visa Credit Interchange Rate Plus	% ¹	of the gross value of all Visa Card credit Transactions
Outgoing Visa Credit Interchange Rate Plus	\$ ¹	per Visa Card credit Transaction
Visa Credit Discount Rate Adjustment Fee		for each Credit Card Transaction type is the sum of the Interchange Differential and the Rate Adjustment Fee
Applicable Visa Interchange Rate	1.42%	
Interchange Differential ²	Varies by Credit Card Transaction type	of the gross value of all Visa Card credit Transactions for each Credit Card Transaction type. The Visa Interchange Rate and the Interchange Differential for all Card Transaction types can be found on www.tdmerchantservices.com/interchange
Rate Adjustment Fee (non Internet Transactions)	0.40 %	of the gross value of all Visa Card credit Transactions for each Credit Card Transaction type
Rate Adjustment Fee (non Internet Transactions)	\$	per Visa Card credit Transaction for each Credit Card Transaction type
Visa Debit Rate	%	of the gross value of all Visa Card debit Transactions
Outgoing Visa Debit Interchange Rate Plus	% ¹	of the gross value of all Visa Card debit Transactions
Outgoing Visa Debit Interchange Rate Plus	\$ ¹	per Visa Card debit Transaction
Visa Assessment Fee	0.125%	of the gross value of all Visa Card Transactions
Visa Foreign Assessment Fee	0.80%	of the gross value of all foreign Visa Card credit Transactions
Visa Foreign Transaction Fee	\$0.135	per foreign Visa Card credit Transaction

MASTERCARD

MasterCard Credit Rate	1.54 %	of the gross value of all MasterCard Card credit Transactions
Outgoing MasterCard Credit Interchange Rate Plus	% ³	of the gross value of all MasterCard Card credit Transactions
Outgoing MasterCard Credit Interchange Rate Plus	\$ ³	per MasterCard Card credit Transaction
MasterCard Credit Discount Rate Adjustment Fee		for each Credit Card Transaction type is the sum of the Interchange Differential and the Rate Adjustment Fee
Applicable MasterCard Interchange Rate	1.49%	
Interchange Differential ⁴	Varies by Credit Card Transaction type	of the gross value of all MasterCard Card credit Transactions for each Credit Card Transaction type. The MasterCard Interchange Rate and the Interchange Differential for all Card Transaction types can be found on www.tdmerchantservices.com/interchange
Rate Adjustment Fee (non Internet Transactions)	0.40 %	of the gross value of all MasterCard Card credit Transactions for each Credit Card Transaction type
Rate Adjustment Fee (non Internet Transactions)	\$	per MasterCard Card credit Transaction for each Credit Card Transaction type
MasterCard Assessment Fee	0.125%	of the gross value of all MasterCard Card Transactions
MasterCard Foreign Assessment Fee	0.80%	of the gross value of all foreign MasterCard Card credit Transactions
MasterCard Foreign Transaction Fee	\$0.135	per foreign MasterCard Card credit Transaction

DISCOVER

Discover Credit Rate	1.65 %	of the gross value of all Discover Card credit Transactions
Outgoing Discover Credit Interchange Rate Plus	% ⁵	of the gross value of all Discover Card credit Transactions
Outgoing Discover Credit Interchange Rate Plus	\$ ⁵	per Discover Card credit Transaction
Discover Credit Discount Rate Adjustment Fee		for each Credit Card Transaction type is the sum of the Interchange Differential and the Rate Adjustment Fee
Applicable Discover Interchange Rate	1.60%	
Interchange Differential ⁶	Varies by Credit Card Transaction type	of the gross value of all Discover Card credit Transactions for each Credit Card Transaction type. The Discover Interchange Rate and the Interchange Differential for all Card Transaction types can be found on www.tdmerchantservices.com/interchange
Rate Adjustment Fee (non Internet Transactions)	0.40 %	of the gross value of all Discover Card credit Transactions for each Credit Card Transaction type
Rate Adjustment Fee (non Internet Transactions)	\$	per Discover Card credit Transaction for each Credit Card Transaction type
Discover Assessment Fee	0.125 %	of the gross value of all Discover Card credit Transactions
Discover International Processing Fee	0.80 %	of the gross value of all foreign Discover Card credit Transactions

INTERAC DIRECT PAYMENT

Interac Direct Payment (IDP) Transaction Fee	\$ 0.05	per Interac Debit Card Transaction
Interac Direct Payment (IDP) Assessment Fee	\$0.007	per Interac Debit Card Transaction

OTHER

Non-TDMS Credit Card Transaction Fee	\$0.10 ⁷	per non-TDMS Credit Card Transaction (includes American Express credit cards)
Average Transaction Size Transaction Fee	\$0.05 ⁸	per <i>Visa/MasterCard/Discover</i> Card credit Transaction
Internet Transaction ⁹ - Rate Adjustment Fee (Tick which applies)		of the gross value of all <i>Visa / MasterCard</i> Card credit Transactions for each <i>Visa / MasterCard</i> Credit Card Transaction type. Included in the calculation of the <i>Visa / MasterCard</i> Credit Discount Rate Adjustment Fee
Online Mart - Zero/One Risk Tools ¹⁰	<input type="checkbox"/> 0.50%	
Online Mart - Two Risk Tools ¹⁰	<input type="checkbox"/> 0.40%	
Online Mart - Three Risk Tools ¹⁰	<input type="checkbox"/> 0.30%	
Not using Online Mart	<input type="checkbox"/> 0.80%	

NON-CREDIT CARD/DEBIT CARD TRANSACTION FEES

Application Fee	\$ <u>49.00</u>	one-time fee
Onsite Installation/Training Fee	\$ <u>149.00</u>	per Terminal (applies to devices we mail to you)
Early Termination Fee	\$250.00	per location
Monthly Fee	\$ <u>waived</u>	
Payment Card Industry (PCI) Security Monthly Fee	\$9.95	
Dial-up Connection Monthly Fee	\$2.50	per dial up terminal (plus taxes)
Monthly Paper Statement Fee	\$2.00	(plus taxes)
Online Reporting Monthly Fee	\$ _____	(not including taxes)
Minimum Monthly Discount Fee	\$20.00	per merchant location
Return Transaction Fee	\$0.50	per returned Transaction
Batch Close Fee	\$0.25	per first batch closed per terminal per day
Chargeback/Adjustment Fee	\$10.00	per Chargeback or adjustment
Non-Sufficient Funds (NSF) Fee	\$45.00	charged on the first incident per month
Deposit Fee - Other Financial Institution (OFI)	\$10.00	monthly fee
Annual Imprinter Rental Fee	\$12.00	per imprinter (plus taxes)
Monthly Equipment Rental Fee	\$ <u>36.00</u>	for each Terminal, printer and PIN Pad (plus taxes)
Monthly Wireless Terminal Rental Fee	\$ _____	per wireless Terminal (plus taxes)
Wireless Terminal Activation Fee	\$75.00	one-time fee
Monthly Wireless Network Access Point	\$13.98	per wireless Terminal (plus taxes)
Software Purchase Fee	\$ _____	Merchant PC or PC Batch only. One-time fee (plus taxes)
Online Mart Setup Fee	\$ _____	one-time fee (plus taxes)
Online Mart Monthly Fee	\$ _____ ¹¹	
Online Mart Transaction Fee	\$ _____ ¹²	per Transaction.
IVR Activation Fee	\$99.00	one-time fee
IVR Monthly Fee	\$6.00 ¹¹	
IVR Transaction Fee	\$0.15 ¹²	per Transaction.
TD Gift Card Set-Up Fee	\$ _____ ¹³	one-time fee (if applicable)
Seasonal Service Fee	\$ _____	one-time fee. Terminal fee for first 14 days. After 14 days, see Monthly Equipment Rental Fee

For further information, call TD Canada Trust at 1-800-363-1163 or visit www.tdmerchantservices.com.

1 "Outgoing Visa Interchange Rate" means in any time period, the actual cost paid by us to Visa Canada Corporation for Visa Card interchange fees, in relation to the acquiring of Visa Card Transactions. Will be identified as Visa Discount Rate Adjustment Fee on the Merchant Services monthly statement.

2 Is calculated as the difference between the Visa Interchange Rate for the credit card transaction type performed and the Visa Applicable Interchange Rate.

3 "Outgoing MasterCard Interchange Rate" means, in any time period, the actual cost paid by us to MasterCard International Incorporated for MasterCard Card interchange fees in relation to the acquiring of MasterCard Card Transactions. Will be identified as MasterCard Discount Rate Adjustment Fee on the Merchant Services monthly statement.

4 Is calculated as the difference between the MasterCard Interchange Rate for the credit card transaction type performed and the MasterCard Applicable Interchange Rate.

5 "Outgoing Discover Interchange Rate" means, in any time period, the actual cost paid by us to Discover for Discover Card interchange fees in relation to the acquiring of Discover Card Transactions. Will be identified as Discover Discount Rate Adjustment Fee on the Merchant Services monthly statement.

6 Is calculated as the difference between the Discover Interchange Rate for the credit card transaction type performed and the Discover Applicable Interchange Rate.

7 Will be listed by individual card type on the Merchant Services monthly statement.

8 Applied to all Transactions if Merchant-reported average transaction size is less than the current Merchant Service ATS minimum threshold.

9 "Internet Transaction" means a real-time Transaction which takes place through your website.

10 "Risk tools" include: Verified by Visa (VbV), MasterCard SecureCode, Address Verification Service (AVS) and Visa Card Verification Value 2 (CVV2), MasterCard Card Verification Code 2 (CVC2).

11 Will be identified as Monthly Equipment Rental Fee on the Merchant Services monthly statement.

12 Will be identified as Transaction Fee for each card type on the Merchant Services monthly statement.

13 Our provision of gift card services to you is subject to the TDMS Gift Card Services Agreement, which we will provide to you.



TD Canada Trust Corporate Resolution

Resolution of the Directors of Town or Fort Frances (the Corporation)
carrying on business under the name of Town of Fort Frances (the Business Name)

Whereas it is in the interest of the Corporation to enter into arrangements for the provision of accounts for the deposit and withdrawal of funds, credit facilities and other financial services with The Toronto-Dominion Bank, TD Mortgage Corporation, TD Pacific Mortgage Corporation and The Canada Trust Company (collectively, the "Bank") and to provide security and agreements therefore;

Be it resolved that:

1. The Corporation is authorized to:
 - (a) open, maintain and operate one or more accounts with the Bank and to do all things in relation thereto;
 - (b) enter into credit agreements from time to time with the Bank using the Bank's standard forms and to borrow money from the Bank pursuant to the credit facilities described in such agreements; and
 - (c) enter into further arrangements for the provision of financial services with the Bank.
2. The Corporation is authorized and directed to create, execute and deliver in favour of the Bank;
 - (a) the Bank's standard documentation for the opening and operation of accounts for each account opened;
 - (b) the credit agreements referred to above and any additional agreements described in such credit agreements; and
 - (c) such further instruments and agreements as may be reasonably required to carry out the agreements described herein; and by doing so, to bind the Corporation and create the security set out in such agreements.
3. In accordance with any restrictions set out below, the officers, directors and employees of the Corporation listed hereafter as signing officers are hereby authorized for and on behalf of the Corporation to execute and deliver all of the documents and instruments described in paragraph 2, and any others that may be reasonably required from time to time to carry out the transactions contemplated, subject to such amendments as the authorized representatives may approve, such approval to be conclusively evidenced by the execution of the said documents or instruments. In accordance with any restrictions set out below, such persons are also authorized to conduct all aspects of the Corporation's banking relationship with the Bank and, notwithstanding the generality of the foregoing:
 - (i) to give the Bank instructions and perform transactions on behalf of the Corporation in connection with the ongoing operation of the accounts, credit facilities and other financial services contemplated by this resolution; and
 - (ii) to authorize any person or persons to do any one or more of the following:
 - (1) to receive from the Bank any (a) cash or securities, (b) bills of exchange (including cheques), promissory notes, orders for payment of money, securities, coupons, clearing items or other value items, and other instruments (each of which individually called an "Instrument") or (c) other property, or to give instructions to the Bank for the delivery or other transfer of any such cash, securities, Instruments or other property to any party named in those instructions;
 - (2) to deposit with, negotiate or transfer to the Bank, for the credit of the Corporation, cash or any security, Instrument or other property, endorsed (by rubber stamp or otherwise) with the Corporation's Business name; and
 - (3) to settle the Corporation's accounts with the Bank and to receive from the Bank, and provide receipt of, statements, passbooks, debit vouchers and any other items (including paid and unpaid cheques). The Bank is entitled to rely on such documents, Instruments, instructions and transactions as duly and validly authorized and binding on the Corporation. The Bank does not need to make any further inquiry into the authority of the authorized representatives to bind the Corporation.

Signing Officers

Name: <u>Laurie Witherspoon</u>	Name: <u>Roy Avis</u>
Title: <u>Treasurer</u>	Title: <u>Mayor</u>
Name: <u>Elizabeth Slomke</u>	Name: _____
Title: <u>Town Clerk</u>	Title: _____
Name: <u>Mark McCaig</u>	Name: _____
Title: <u>Chief Administrator Officer</u>	Title: _____

Signing Officer Requirements/Restrictions

Record the signing requirements for the account, using titles where possible, e.g. "any one to sign", "the President to sign alone", the President and the Secretary to sign together.

The corporation assigns Laurie Witherspoon and Elizabeth Slomke to manage and make all changes to the TD merchant s

Certified a true copy of a Resolution passed by the Board of Directors of the said Corporation at a meeting duly called and regularly held on the
25 day of August, 2015, and recorded in the minute book, and now in full force and effect and unamended.

Dated this 25 day of August, 20 15

X _____ X _____

Note: This form must be signed by any two of the corporation's titled officers, e.g. President, Secretary, Treasurer, Vice-President.

Note: In order to change the signing officers set out above:

- (i) if the signing officers have been designated by name, a new Corporate Resolution is required.
- (ii) if the signing officers have been designated by title, a letter of direction from the Corporation is required.