



# **Municipality of West Elgin**

## **Agenda**

### **Bo Horvat Community Centre Board of Management**

**June 11, 2025, 9:00 a.m.**

**Council Chambers**

**160 Main Street**

**West Lorne**

Documents are available in alternate formats upon request. Please contact the Clerk's Department if you require an alternate format or accessible communication support at 519-785-0560 or by email at [clerk@westelgin.net](mailto:clerk@westelgin.net).

**Pages**

**1. Call to Order**

**2. Adoption of Agenda**

Recommendation:

That Bo Horvat Community Centre Board of Management hereby adopts the Agenda as presented.

**3. Disclosure of Pecuniary Interest**

**4. Minutes**

**3**

Recommendation:

That Bo Horvat Community Centre Board of Management Committee adopt the minutes of April 30, 2025 as circulated and printed.

**5. Business Arising from Minutes**

## **6. Financials**

6

Recommendation:

That Bo Horvat Community Centre Board of Management Committee adopt the financials as of May 31, 2025 as presented.

## **7. New Business**

7.1 Skating Club Update

7.2 Minor Hockey Update

## **8. Staff Operations Update**

8.1 Arena Grant Update

7

8.2 Report from T. Towstiuc, Manager of Community Services/Clerk Re: Dehumidification System

8

Recommendation:

That the Bo Horvat Community Centre Board of Management hereby receives the report from Terri Towstiuc, Manager of Community Services/Clerk; And

That Council approve the purchase and installation of two (2) - CDI model MS-2600 Desiccant dehumidifiers at a cost of \$111,853.00 plus applicable taxes through CIMCO Refrigeration.

## **9. Adjournment**

Recommendation:

That the Bo Horvat Community Centre Board of Management hereby adjourn at \_\_\_\_\_ a.m. to meet again on July 9, 2025 at 9:00am.



# Municipality of West Elgin

## Minutes

### Bo Horvat Community Centre Board of Management

April 30, 2025, 9:00 a.m.

Council Chambers

160 Main Street

West Lorne

**Present:** Ken Loveland, Dutton Dunwich  
Jim Hathaway, WESC  
Bill Denning, West Elgin

**Regrets:** Jessica Small, WLMHA

**Staff Present:** Adam Ecker, Recreation Supervisor  
Jenn Vanesse, Recording Secretary  
Terri Towstiuc, Clerk

#### 1. Call to Order

Chair K. Loveland called the meeting to order at 9:01 a.m.

#### 2. Adoption of Agenda

**Moved:** Jim Hathaway, WESC

**Seconded:** Bill Denning, West Elgin

That West Elgin Community Centre Board of Management hereby adopts the Agenda as presented.

**Carried**

#### 4. Minutes

**Moved:** Jim Hathaway, WESC

**Seconded:** Bill Denning, West Elgin

That West Elgin Community Centre Board of Management Committee adopt the minutes of February 12, 2025 as circulated and printed.

**Carried**

**5. Business Arising from Minutes**

No business arising from the minutes.

**6. Financials**

**Moved:** Bill Denning, West Elgin

**Seconded:** Jim Hathaway, WESC

That the Bo Horvat Community Centre Board of Management Committee adopts the financials as presented.

**Carried**

**7. New Business**

**7.1 Rental Agreement Draft**

Staff is combining the agreement and policy and will bring back as soon as possible. Also the dehumidification representative has been lined up for when we hear back from the grant that was applied for.

**7.2 Skating Club Update**

Complete and successful season. A big thank you to staff for everything they do. They are looking for board members and their AGM is May 14th at the scout hall in West Lorne.

**7.3 Minor Hockey Update**

Nothing to report at this time.

**7.4 Operations Update**

Staff is waiting for a call back from the board cleaning company which it is usually in May. The dehumidification replacement is 8-10 week of order to install. Cannot proceed with the replacement until we know what is happening with the grant.

**8. Adjournment**



**Moved:** Jim Hathaway, WESC

**Seconded:** Bill Denning, West Elgin

That the West Elgin Community Centre Board of Management hereby adjourn at 9:11 a.m. to meet again on June 11th 2025 or at the call of the Chair.

**Carried**

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Ken Loveland, Chair

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Jenn VanEsse, Recording  
Secretary

# Municipality of West Elgin - Bo Horvat Community Centre Board of Management

## Income Statement

As of May 31, 2025

		<u>2025 Actuals</u>	<u>2025 Budget</u>
<b>Revenue</b>			
01-7600-6202	GRANT FROM DUTTON/DUNWICH	(25,982.00)	(77,946.00)
01-7600-6501	ICE RENTAL	(100,277.78)	(190,000.00)
01-7600-6502	SIGN RENTAL	150.00	(7,000.00)
01-7600-6504	PUBLIC SKATING	(735.00)	(4,500.00)
01-7600-6505	SKATE SHARPENING	(1,115.00)	(1,200.00)
01-7600-6506	VENDING MACHINE REVENUE	(75.00)	-
<b>Operating Expenses</b>			
01-7600-7415	TRAINING	-	3,000.00
01-7600-7430	Wages Transfer In	73,473.92	145,000.00
01-7600-7441	MEMBERSHIPS & DUES	460.00	600.00
01-7600-7450	HEALTH & SAFETY	-	600.00
01-7600-7452	UNIFORMS	-	500.00
01-7600-7500	HYDRO	33,036.87	75,000.00
01-7600-7501	GAS	8,397.24	7,500.00
01-7600-7502	ARENA - WATER	2,915.14	8,000.00
01-7600-7510	INSURANCE	45,416.16	50,000.00
01-7600-7515	BUILDING REPAIRS & MAINTENANCE	3,596.25	10,000.00
01-7600-7516	JANITORIAL	19.98	1,300.00
01-7600-7520	GROUNDS MAINTENANCE	-	500.00
01-7600-7529	ADMINISTRATION EXPENSE	-	3,000.00
01-7600-7531	CONTRACTS & AGREEMENTS	1,035.48	2,000.00
01-7600-7601	PHONE & INTERNET	1,278.73	4,000.00
01-7600-7609	TOOLS	9.99	250.00
01-7600-7611	EQUIPMENT MAINTENANCE	13,731.61	10,000.00
01-7600-7613	EQUIPMENT PURCHASE	-	5,000.00
01-7600-7614	EQUIPMENT RENTAL	-	500.00
01-7600-7650	OFFICE SUPPLIES	-	100.00
01-7600-7660	OTHER SUPPLIES	-	500.00
01-7600-7701	FUEL - GAS	-	2,500.00
01-7600-7900	Transfer to Reserves	-	50,000.00
01-7600-7901	Transfer from Reserves	-	(558,125.00)
<b>Capital</b>			
01-7600-8012	CAPITAL - Arena Renovations	596.45	-
01-7600-8013	CAPITAL - Boards Repair	-	318,125.00
01-7600-8014	CAPITAL - Dehumidification System	-	240,000.00
		<b>\$ 55,933.04</b>	<b>\$ 99,204.00</b>

**Ministry of Sport**Sport, Recreation and  
Major Events Division777 Bay Street, 2<sup>nd</sup> Floor  
Toronto ON M7A 1S5**Ministère du Sport**Division des sports, des loisirs et  
des grands événements777, rue Bay, 2<sup>e</sup> étage  
Toronto ON M7A 1S5

June 3, 2025

Magda Badura  
Manager of Corporate Services - Treasurer  
Municipality of West Elgin  
22413 Hoskins Line  
Rodney, ON N0L 2C0  
mbadura@westelgin.net

Re: Community Sport and Recreation Infrastructure Fund - Application #2024-08-1-2992586729

Dear Magda Badura:

Thank you for your application to the Community Sport and Recreation Infrastructure Fund. I regret to inform you that your application under Stream 1: Repair and Rehabilitation has not been approved for funding in this current intake.

The Community Sport and Recreation Infrastructure Fund was a highly competitive program, with more than 400 project submissions received. As a result, not all applications could be supported at this time. However, we encourage applicants who were not successful to consider reapplying in future funding rounds. For support in strengthening a future submission, please consult your local Regional Development Advisor. Find your advisor at: [Regional development advisors | ontario.ca](https://www.ontario.ca/regional-development)

Thank you once again for your interest in the program and for your ongoing support of sport and recreation in Ontario.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Currie".

Tyler Currie  
Assistant Deputy Minister



## Staff Report

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**Report To:** Council Meeting  
**From:** Terri Towstiuc, Manager of Community Services/Clerk  
**Date:** 2025-06-12  
**Subject:** Dehumidification System – Bo Horvat Community Center (Arena)

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### **Recommendation:**

That the Bo Horvat Community Centre Board of Management hereby receives the report from Terri Towstiuc, Manager of Community Services/Clerk; And

That Council approve the purchase and installation of two (2) - CDI model MS-2600 Desiccant dehumidifiers at a cost of \$111,853.00 plus applicable taxes through CIMCO Refrigeration.

### **Purpose:**

The purpose of this report is to obtain Bo Horvat Community Centre Board of Management approval to purchase and install dehumidification system for the Bo Horvat Community Center (Arena), utilizing the arena reserves for the purchase.

### **Background:**

West Elgin has been reserving funds with the intent to purchase a new dehumidification system for the Bo Harvat Community Centre. The dehumidification system is essential for the installation of ice in September, as the current dehumidification systems are operating at 25% efficiency. In 2024, it was extremely challenging for staff to install the ice as the systems were failing and struggling to take the humidity from the building. Proper dehumidification system will also allow the facility to be used year-round, removing the humidity from the air.

Staff have met with CIMCO Refrigeration and received recommendations for two dehumidification models: the CDI model MS-2600 Desiccant and MS- 2500 Desiccant. The 2500 is the ideal model, however, the unit would not be available for delivery until September 2025 after the ice is scheduled to be installed. The 2600 is a comparable unit and can be installed for July 2025. In speaking with the Parks & Recreation Supervisor, CIMCO and neighbouring municipalities, the 2600 model will be more than sufficient for what is needed at the Bo Horvat Community Center.

CIMCO Refrigeration is a preferred vendor through the Local Authority Services (LAS) Canoe Procurement Program through the Association of Municipalities of Ontario (AMO). Selecting vendors from the CANOE procurement program eliminates the need for the Board/ Municipality implement the a “request for quotes/proposal” process.

A quick comparison has been provided by CIMCO, with the fill specs attached to this report:

Smart Rink Dry ARID-ICE 2500E	CDI SM-S2600
<ul style="list-style-type: none"> <li>Designed for small arenas (2,600 scfm)</li> <li>Larger heater and wheel – can handle higher humidity levels more effectively.</li> <li>ability to integrate additional features, such as a secondary heating coil (ability to eliminate gas-fired tube heaters)</li> <li>Available September 2025, effecting the start of the 2025-26 ice season.</li> </ul>	<ul style="list-style-type: none"> <li>Designed for small arenas (2,600 scfm of dry air). Same as 2,500</li> <li>Requires a separate humidistat, which could mean additional setup and calibration efforts.</li> <li>Same size/footprint as 2,500</li> <li>Available in July 2025</li> </ul>

**Financial Implications:**

\$111,853.00 plus applicable taxes

**Policies / Legislation:**

Purchasing Policy AD1.2

**Alignment with Strategic Priorities:**

Infrastructure Improvement	Recreation	Economic Development	Community Engagement
<input type="checkbox"/> To improve West Elgin's infrastructure to support long-term growth.	<input checked="" type="checkbox"/> To provide recreation and leisure activities to attract and retain residents.	<input type="checkbox"/> To ensure a strong economy that supports growth and maintains a lower cost of living.	<input type="checkbox"/> To enhance communication with residents.

Respectfully submitted by,

Terri Towstiuć  
Manager of Community Services/Clerk



**TOROMONT**

**CIMCO**

# Proposal for Two New Desiccant Units

Municipality of West Elgin Bo Horvat  
Community Centre

**Prepared By:**

Chris Diamond  
cdiamond@toromont.com

**Prepared for:**

Adam Ecker  
aecker@westelgin.net

April 23, 2025





## ELECTRIC DESICCANT DEHUMIDIFIER - MS2600

The MS2600 is designed for the smaller recreational, practice and curling rinks. This system is designed to mimic the physical and power consumption profiles of typical mechanical refrigeration dehumidifiers, making it an excellent replacement system. The MS2600 provides considerably more drying capacity with minimal retrofit cost. It's designed to deliver 2,600 scfm of dry air.

Electric Desiccant Dehumidifier

Two (2) Electric Dehumidifiers

MS2600

Installation Location: Indoor

CFM: 2,600 CFM

Motor Horsepower: 1.5 HP

Power: 575V/3/60

Approx. Dimensions: 61.25" L x 42.00" W x 36.50" H

Approx. Weight: 350 lbs

### Unit Construction

Construction Type: 304L SS Construction

### Process Air Inlet

End of Unit

### Pre-Filters Process Air

30% Pleated efficiency filters

### Reactivation Filters

30% Pleated efficiency filters

### Desiccant Dehumidifier

Desiccant Rotor Assembly

On-Off-Auto Selector Switch

Power On Pilot Light

Run Pilot Light

1.5 HP 1,750 RPM Motor

400 Watt Heater

### Supply Fan

Process Blower

1.3 HP 3,450 RPM Motor 120V/1/60

ODP Premium Efficiency

### Process Air Outlet

End of Unit

## Scope of work #1

### Supply and install 2 - CDI model MS-2600 Desiccant dehumidifiers

- Remove two (2) mechanical dehumidifiers from existing stand locations
- Remove Freon from existing units and dispose per environmental regulations if applicable
- Supply & Install two (2) CDI SM-2600 desiccant dehumidifier rated for 2,600 cfm
- Supply & Install appropriately sized ductwork from reactivation inlet/outlet to the outside.
- Reuse the power and control wiring from the load side of the main disconnect to all equipment specified herein.
- Supply and install new humidistat and temperature switches.
- Reuse existing platform
- Start-up and commissioning
- Training
- Service Mechanics will follow all appropriate site-specific safety requirements.

LEAD TIME: 8-10 WEEKS

\*One (1) year unit warranty from original factory shipment OR 18 months from factory documented start up. Additional five (5) years of warranty for the Desiccant Rotor (Pro-rated). Year 3: 50%, Year 4: 40%, Year 5: 30%, Year 6: 20% and Year 7: 10%.

#### Exclusions

- Design, supply, installation, modification and removal of existing dehumidification structural support platform and railings if required
- Any modifications including replacement to the main disconnect switch if required

**CIMCO Scope #1 Price: \$111,853.00**

Prices are valid for 30 days from the date of quotation. Taxes not included. Final price will reflect time and materials.

Standard Terms & Conditions apply.

**Payment upon completion of job**

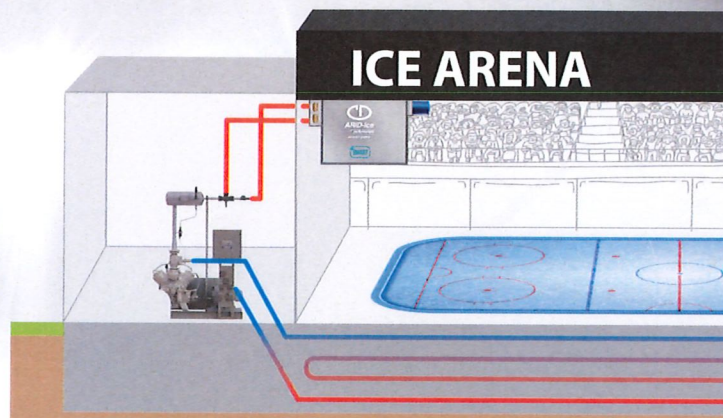




**ARID-Ice®**  
by Climate by Design  
INTERNATIONAL



**RINK DRY™**  
ARID-ICE 2500-E



## STANDARD FEATURES

- Active desiccant system with:
  - Industry leading **7 year rotor and cassette warranty**
  - Industrial chain drive
- Industrial construction featuring:
  - Stainless steel exterior and interior
  - Compact design
  - UL rated electrical system
- Indoor or outdoor installation
  - Mounting style: Pad, Rail or Hanging
- Built-in PLC controls with:
  - Easy to use user interface
  - Multi-mode unit operation
  - Unit mounted indication and alarm lights
- Built-in Temperature and Humidity Sensor
  - Automatic Humidity Control
- Net Zero Ready
- SMART RINK Connect Capable
  - Adjustable Rink Humidity (with addition of SMART HUB)
- Waste Heat Recovery Coil (optional)



## SMART FEATURES

	SMART RINK DRY	ADDITION OF SMART HUB SYSTEM
<b>SAFETY<sup>1</sup></b>		
High Temperature Alarm	Standard	Advanced
Rotor Rotation Failure Alarm	Standard	Advanced
Rink Fan Failure Alarm	Standard	Advanced
Reactivation Fan Failure Alarm	Standard	Advanced
Reactivation Heater Failure Alarm	Standard	Advanced
<b>EFFICIENCY<sup>2</sup></b>		
Rink Dirty Filter Signal	Standard	Advanced
Reactivation Dirty Filter Signal	Standard	Advanced
Moisture Removal Rate		Advanced
Unit Operation Data		Advanced
Unit Energy Usage Data		Advanced
<b>RELIABILITY</b>		
Filter Inspection Indicator	Standard	Advanced
Critical Component Inspection	Standard	Advanced
Excessive Humidity Indication		Advanced
Excessive Cycling Indication		Advanced

<sup>1</sup> Alarms are safety-related and will illuminate a red light on the unit

<sup>2</sup> Signals are notifications and will illuminate a yellow light on the unit  
Basic SMART Features are included as a standard and may require service personnel to interpret alarms or signals

Advanced SMART Features are included with the SMART HUB system and offer advanced functionality over the basic SMART features



*CDI creates the climate you need to achieve your critical mission.*





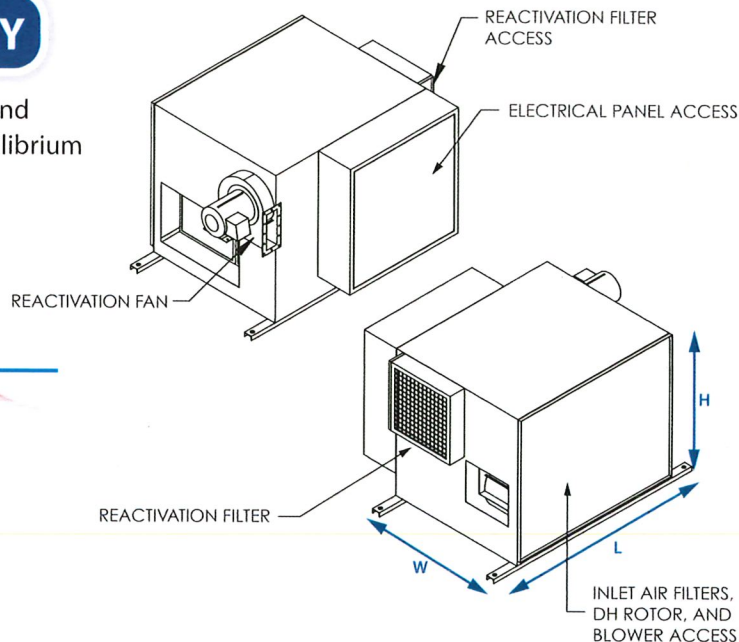
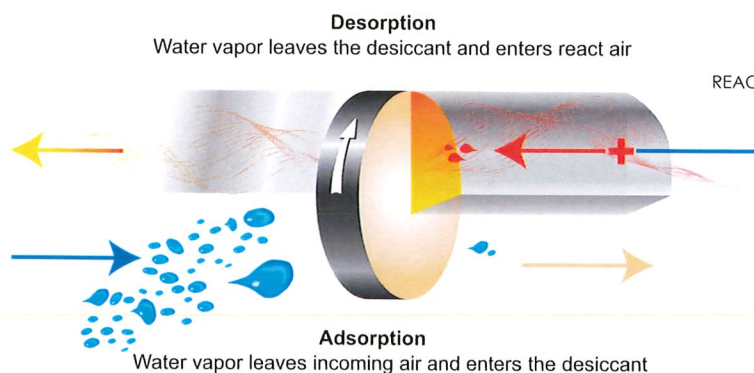
**ARID-Ice®**  
by Climate by Design  
INTERNATIONAL



**RINK DRY™**  
ARID-ICE 2500-E

## ACTIVE DESICCANT TECHNOLOGY

Provides 40°F + dew point reduction as both adsorption and desorption are simultaneously driven by water vapor equilibrium of air and desiccant.



## Technical Specifications

	Product	ARID-ICE 2500-E
<b>Unit Physical Data*</b>		
Length (L)	[in]	60.2
Width (W)	[in]	43.9
Height (H)	[in]	36.2
Approximate Unit Weight	[lb]	625
<b>Utility Data</b>		
FLA	[amps]	22.0
MCA	[amps]	27.0
MOP	[amps]	30.0
<b>Voltage Options</b>		
Electric Reactivation	[V/PH]	575V/3PH
<b>Supply Air Data</b>		
Process Air Volume	[scfm]	2500
External Static Pressure	[in W.C.]	0
<b>Reactivation Air Data</b>		
Reactivation Air Volume	[scfm]	300
External Static Pressure	[in W.C.]	0.5

\*Actual weights and dimensions to be done during quotation and submittal.

Continual engineering and research for product improvement may result in design and specification changes. Consult sales for certified technical data.

## Moisture Removal Capacity

Nominal Moisture Removal (lb/hr)*						
Entering Air Dry Bulb (°F)	Entering Air Relative Humidity (%)					
	80	70	60	50	40	30
80	37.3	36.4	34.8	32.6	29.8	26.3
75	37.5	36.2	34.5	32.2	29.2	25.7
70	37.1	35.6	33.9	31.5	28.5	24.8
65	36.6	35.2	33.0	30.8	27.6	23.9
60	35.9	34.4	32.4	29.7	26.5	22.4
55	35.3	33.3	31.1	28.2	24.9	20.4
50	33.9	31.8	29.4	26.6	22.9	17.6
45	32.1	29.9	27.4	24.2	20.3	13.2
40	29.8	27.5	24.7	21.2	15.3	9.5

\*Moisture Removal Ratings are at full supply flow, 80°FDB & 104 GR/LB reactivation inlet

## ETL Certification

- Complete unit is ETL listed and approved
- ETL-C listings are provided for Canada



To contact an application expert, email [sales@cdihvac.com](mailto:sales@cdihvac.com)  
[www.cdihvac.com](http://www.cdihvac.com) | Owatonna, MN 55060 | 507.451.2198



## Scope of work #2

### Supply and install two (2) Smart Rink Dry ARID-ICE 2500-E Desiccant dehumidifiers

- Remove two (2) mechanical dehumidifiers from existing stand locations
- Remove Freon from existing units and dispose per environmental regulations if applicable
- Supply & Install two (2) Smart Dry ARID-ICE 2500-E desiccant dehumidifier rated for 2,600 cfm
- Supply & Install appropriately sized ductwork from reactivation inlet/outlet to the outside.
- Reuse the power and control wiring from the load side of the main disconnect to all equipment specified herein, if possible after inspection of wires.
- Supply and install new humidistat and temperature switches.
- Reuse existing platform
- Start-up and commissioning
- Training
- Service Mechanics will follow all appropriate site-specific safety requirements.

### LEAD TIME: 8-10 WEEKS

- Seven (7) year Rotor and Cassette Warranty
- One (1) year unit warranty from original factory shipment OR 18 months from factory documented start up. Additional five (5) years of warranty for the Desiccant Rotor (Pro-rated). Year 3: 50%, Year 4: 40%, Year 5: 30%, Year 6: 20% and Year 7: 10%.

### Exclusions

- Design, supply, installation, modification and removal of existing dehumidification structural support platform and railings if required
- Replacing the wire feed to the new unit with #10-gauge wire only if needed, will provide added costs
- Any modifications including replacement to the main disconnect switch if required

## CIMCO Scope #2 Price: \$115,053.00

Prices are valid for 30 days from the date of quotation. Taxes not included. Final price will reflect time and materials.  
Standard Terms & Conditions apply.  
**Payment upon completion of job**

## Recommendations

- For safety, both working platform stands should be updated to include guard railings around the edges. Additionally, a shipping ladder should be installed to facilitate servicing the dehumidifier units for staff and service contractors, in accordance with ministry guidelines.
- The Northwest service platform should be extended to the outside wall to enhance safety and accessibility for servicing the dehumidifier.
- The Scope #2 option is a larger more efficient unit that will remove more moisture from the arena allowing more controlled humidity levels and can also be used to add heat by using the waste heat recovery coil (coil not included)

## Exclusions

- All work required outside of CIMCO regular working hours requested or required by owner.
- Cutting/patching/sealing within building to allow for the passage of piping and conduit.
- Modification or installation of any required bases, pads, stands, seismic or other required supports for equipment
- All costs associated with opening, modifying, and repairing the building to allow for the placement and final operation of the CIMCO supplied equipment or piping.
- Additional refrigerant charge, top up of oil, inhibitors or other fluids.
- All costs associated with faulty isolation valves during pump out.
- Any programming or integration with new or existing control system unless otherwise stated.
- It is understood that CIMCO will use professional care in performing the above services and shall not be liable for failure to other components associated with this work.
- Disposal or abatement of existing refrigerant, water, asbestos, equipment, material, or any other substance not mentioned including any environmental testing or verification that may be required to complete scope of work.
- Any material or work not clearly stated within the scope of work will be the responsibility of the owner.

## Agreement

The information contained in this proposal constitutes the terms between CIMCO Refrigeration, a division of Toromont Industries and the clientMunicipality of West Elgin. All prices agreed upon will be honored by both parties. Continued services after that time will require a new agreement.

**Authorized Signature:** The undersigned agrees to the terms of this contract on behalf of the organization or business

Signature of Client: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order :



## TERMS AND CONDITIONS

SUBJECT TO WRITTEN APPROVAL BY A DULY AUTHORISED OFFICER OF CIMCO REFRIGERATION (THE "VENDOR"), THIS QUOTATION, IF ACCEPTED IN WRITING BY THE PURCHASER, SHALL CONSTITUTE A BINDING CONDITIONAL CONTRACT OF SALE AS OF THE DATE OF THE PURCHASER'S ACCEPTANCE OR AS OF THE DATE OF THE VENDOR'S APPROVAL, WHICHEVER IS LATER. THIS QUOTATION IS INVALID IF NOT ACCEPTED BY THE PURCHASER WITHIN THIRTY DAYS OF THE DATE OF QUOTATION.

### 1. TITLE

(a) The title and ownership to and in the materials, equipment and other goods sold here under (the "goods") shall remain with the Vendor until payment in full of the Contract Price and any additional amounts payable to the Vendor pursuant to sections 2 and 10 of these Terms and Conditions. The Vendor hereby reserves, and the Purchaser hereby grants to the Vendor, a security interest in and to the goods, and the proceeds thereof, to secure the said payment and all of the other obligations of the Purchaser. At the option of the Vendor, the Purchaser will join with the Vendor in executing, in a form satisfactory to the Vendor, one or more financing statements or similar instruments pursuant to any applicable personal property security legislation. The Purchaser hereby authorizes the Vendor to file one or more such statements or instruments signed by the Vendor alone as the secured party. If the goods are to become affixed to real property, the Purchaser represents that a true and correct description of such real property and that the name of the registered owner thereof are as indicated on Page 1 of this Quotation/Contract.

(b) In the event of default by the Purchaser under the terms of payment of this contract, the full amount of the Contract Price, less any payments previously made, shall become due and payable, and the Vendor or its agent shall have the right to enter upon the premises and remove the goods, and to dispose of them as the Vendor may determine. If the proceeds from such disposal, less any related expenses, including but not limited to costs of seizure, removal and sale, and legal costs (including reasonable attorneys' fees and expenses) connected therewith (the "net proceeds"), are not sufficient to cover the amount in default, the Purchaser shall be liable to the Vendor for such deficiency. If the net proceeds exceed the amount in default such excess shall be returned to the Purchaser, and the Vendor shall not be liable further whether in respect of completion, performance, warranty or other contract terms.

(c) The Purchaser hereby waives all rights and claims against the Vendor in the event that the circumstances provided for in section 1 (b) arise, except for the express right of recovery of excess net proceeds as provided in that section.

(d) The Purchaser hereby waives the provisions of any Conditional Sales Act or other applicable legislation which limits the Vendor's rights to seize the security provided for herein, and to sue for any deficiency. The Purchaser expressly confers upon the Vendor the rights to seize and sell the goods and to recover from the Purchaser, by action on the covenant, the principal, interest and other moneys from time to time owing under this contract.

(e) Until the Contract Price has been paid in full, the Purchaser will not sell or agree to sell, or mortgage, charge or dispose of, or intentionally injure the goods or remove them from the place of initial installation.

### 2. PRICE ADJUSTMENTS

(a) The Purchaser shall pay all taxes, duties, levies and other charges assessed against or in respect of the goods, except those taxes, duties, levies and other charges expressly included in the Contract Price.

(b) If any taxes, duties, levies, or other charges shown to be included in the Contract Price are increased subsequent to the Date of Quotation, and increase the Vendor's costs here under, such increase shall be paid by the Purchaser to the Vendor.

(c) The Contract Price quoted herein is based on prices, costs and conditions prevailing at the Date of Quotation. Unless otherwise specified, if the estimated delivery and / or installation date is more than six months from the date of the contract, and if prior to shipment or installation there is an increase in the Vendor's costs due to increases in labor rates, cost of materials, suppliers' prices, foreign exchange, storage charges, or freight rates, such increase shall be paid to the Vendor by the Purchaser.

(d) If delivery or installation is delayed by the Purchaser, or by anyone under the Purchaser's control, for more than two months after the time estimated, any increase in those categories of the Vendor's costs listed in section 2(c) shall be paid to the Vendor by the Purchaser.

(e) All payments by the Purchaser to the Vendor under section 2 shall be in addition to the Contract Price and shall be paid at the time the final payment under the contract is due.

### 3. TARIFFS

The Vendor and Purchaser acknowledge that at the time of execution of this Agreement, it is unknown whether prior estimates for performance of the work will be impacted by the enactment of additional tariffs, which materially differ from those existing at the time the original estimates were received.

Both Parties acknowledge that:

- i. The Contract Price quoted is based on conditions prevailing at the date of execution of the agreement
- ii. Vendor has not estimated any additional tariffs
- iii. Vendor will use their best efforts to source equivalent or similar products from local suppliers or alternative sources where such goods are not subject to applicable tariffs, if such alternatives are available
- iv. The Purchaser and Vendor agree to use their best efforts to mitigate any cost or schedule impacts arising out of the tariffs, and
- v. Vendor will pass tariffs to the Purchaser should they become enacted and are unavoidable

Subject to these acknowledgements, if any tariffs are enacted subsequent to the date of execution of the Agreement and increase the Vendor's costs, any such cost increase will be absorbed by the Purchaser unless a prior written amendment to the Agreement is executed to address such costs. Purchaser shall indemnify and hold Vendor harmless from any liability and expense by reason of Purchaser's failure to pay such tariffs.

### 4. LIABILITY

The Vendor shall not be liable for any losses, injuries, expenses or damages, whether direct, indirect, special, incidental, consequential or punitive, arising out of the goods, or the installation, operation, or failure of operation of the goods or related systems even if caused by the Vendor's negligence.

### 5. DELIVERY AND INSTALLATION

Delivery and installation times and dates are approximate and are subject to extension for delays caused by fire, strike, lockout, labor dispute, civil or military authority, riot, embargo, car shortage, wrecks or delays in transportation, Acts of God, late delivery or non-delivery by the Vendor's suppliers, changes in the scope of the work as provided in section 9 of these Terms and Conditions, or other causes beyond the reasonable control of the Vendor, and the Vendor shall not be liable for any losses or damages resulting from any such causes. Acceptance of the work shall be a waiver by the Purchaser of all claims for damages for delay from any cause whatsoever.

### 6. RESPONSIBILITY AND INSURANCE

(a) In respect of goods sold F.O.B. point of origin, the Vendor shall deliver the goods in good condition to a common carrier or to the Purchaser at the Vendor's shipping point, and thereupon all risks of loss or damage thereto shall pass to the Purchaser.

(b) In respect of goods sold F.O.B. job site or sold with installation, all risks of loss or damage shall pass to the Purchaser upon receipt of the goods at the job site or at the Purchaser's designated delivery point.

(c) The Purchaser shall insure the goods against loss or damage from fire, theft, malicious damage or other causes as and from the time the Purchaser becomes responsible for the goods pursuant to sections 4(a) and 4(b) of these Terms and Conditions. The face value of the insurance policy shall be in an amount not less than the Contract Price. Any loss under such insurance policy shall be made payable to the Vendor as its interest may appear until the Contract Price shall be paid in full.

(d) Upon the request of the Vendor, the Purchaser shall provide an insurance certificate as evidence of the compliance with section 4(c) of these Terms and Conditions.

### 7. COST ESCALATION

Contractor and Owner acknowledge and agree that at the time of execution of this project agreement, it is unknown whether prior estimates for performance of the Work will be impacted by further development of the design, changed market conditions, availability of labor, equipment and/or materials or other conditions which materially differ from those existing at the time prior estimates were received. Contractor agrees to make diligent and best efforts to mitigate any cost or schedule impacts arising out of these changed conditions. However, subject to such mitigation obligations of the Contractor, Owner agrees that Contractor shall be entitled to an equitable adjustment of the Contract Sum and/or, if applicable, the Contract Time due to the following non-exhaustive list of possible events or circumstances:



(1) a Subcontractor will not honor its prior estimate, (2) commodity price escalation and/or commodity delivery date impacts due to the length of time between a Subcontractor providing its estimate and subcontract award, (3) general conditions cost impacts due to anticipated completion dates at the time of Subcontractor's estimate differing from completion dates anticipated at time subcontract award, (4) commodity price escalation and/or delivery date impacts due to Subcontractor inability to obtain firm pricing or delivery date commitments from any supplier at or near time of subcontract award; (5) cost of on-site or off-site material storage capacity to enable early receipt of certain materials when early procurement of such materials can be achieved for avoidance of price escalation or to secure availability so that the project schedule can be maintained.

## 8. TERMS OF PAYMENT

Upon acceptance, unless otherwise stated above CIMCO will invoice a 35% down payment to commence agreed upon work. At the discretion of CIMCO, a late charge of 2% per month on all overdue amounts will be assessed on all invoices not paid within 30 days from the date of invoice. In addition, Customer agrees to pay Cimco a reasonable attorney's fee and all costs and expenses incurred in collecting amounts due Cimco hereunder following default by the Customer.

## 9. WARRANTY

UNLESS OTHERWISE SPECIFIED IN THIS QUOTATION/CONTRACT, THE VENDOR WARRANTS THE GOODS AND INSTALLATION SOLD HERE UNDER AGAINST ORIGINAL DEFECTS IN MANUFACTURE AND WORKMANSHIP FOR A PERIOD OF ninety (90) days FROM COMPLETION AS DEFINED IN SECTION 9 OF THESE TERMS AND CONDITIONS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING FOR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THE VENDOR'S WARRANTY ARE AS FOLLOWS:

- (a) In respect of goods sold without installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, F.O.B. point of manufacture, any defective goods or parts thereof.
- (b) In respect of goods sold with installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, any defective goods or parts thereof or any defective workmanship. The Vendor shall be responsible for all of its costs in connection therewith other than the out-of-pocket expenses incurred by the Vendor's employees and agents travelling from the Vendor's nearest place of business to the job site and charges for labor performed after normal working hours at the request of the Purchaser, which latter expenses and charges shall be for the account of the Purchaser.
- (c) The Vendor warrants goods not of the Vendor's manufacture only to the extent to which the Vendor is able to enforce a claim for liability against the manufacturer thereof.
- (d) The Purchaser shall promptly give written notice to the Vendor after the discovery of an apparent defect.
- (e) As a condition precedent to any liability by the Vendor here under, the Purchaser shall use, operate and maintain the goods and related systems in a careful, prudent, and reasonable manner, and in conformity with the Vendor's and / or the manufacturers' instructions.
- (f) the foregoing constitutes the purchaser's exclusive remedy and the vendor's sole liability arising out of the design, manufacture, sale, installation, or use of the goods.
- (g) This warranty shall be void if the Purchaser is in default under the terms of payment of this contract.

## 10. CHANGE IN SCOPE OF WORK

If the Purchaser requests a change in the scope of the work under this Quotation/Contract, the Vendor will submit a Contract Revision to the Purchaser which shall set forth the proposed changes in the work, and if the proposed changes result in an addition to or a deduction from the Contract Price, the Contract Revision shall set forth the amount of such addition or deduction. A Contract Revision shall not be binding or enforceable unless accepted in writing by the Purchaser and approved in writing by a duly authorized officer of the Vendor. Upon such acceptance and approval, the Contract Revision shall become part of the contract and, except when in consistent therewith, shall be subject to all its provisions.

## 11. COMPLETION AND ACCEPTANCE OF WORK

- (a) In respect of goods sold without installation, "Completion" shall be deemed to occur when risk of loss of the goods passes to the Purchaser in accordance with section 4 of these Terms and Conditions.
- (b) In respect of goods sold with installation, and unless otherwise defined in this Quotation/Contract, "Completion" shall be deemed to occur when any one of the following events takes place:
  - i. The Purchaser signs an acceptance certificate;
  - ii. The Vendor has installed and, where applicable, successfully tested the installation;
  - iii. The Purchaser commences regular use of the goods correlated systems;
  - iv. An independent expert, mutually acceptable to the Purchaser and the Vendor, certifies that the work has been completed.
  - (v) The Vendor shall have the right to subcontract all or any part of the installation work to others;
  - (vi) The Vendor shall have the right to start installation immediately after delivery of the Goods to the installation site, and if the start of installation work is delayed beyond 30 days after such delivery, the full amount of the price and all charges hereunder, less any portion thereof separately specified as installation charges, shall at the option of the Vendor become immediately due and payable;
  - (vii) Unless requested by the Purchaser and agreed to by the Vendor, no Saturday, Sunday, holiday or other overtime labor will be provided in connection with installation work, and if provided, all premium wage costs incurred shall be added to the invoice as a separate charge to be paid by the the Purchaser
- (c) Nothing in subsections (a) or (b) shall relieve the Vendor from its obligation to honor the warranty provisions contained herein.
- (d) The occurrence of any one of the events described in section 9(b)(i), (iii) and (iv) shall constitute acceptance of the work.

## 12. BONDS

Performance bonds and material and labor payment bonds will be provided by the Vendor upon request. Unless the Contract Price expressly includes the cost of such bonds, the Purchaser, in addition to the Contract Price, shall pay the cost of such bonds to the Vendor at the time of the receipt thereof by the Purchaser.

## 13. MISCELLANEOUS

- (a) This Quotation and any resulting contract shall be governed, enforced and construed in accordance with the laws of the Province/State of TBD without regard to that province's/state's rules governing conflict of laws.
- (b) All rights and remedies of the Vendor under this contract and under applicable law shall be cumulative and may be exercised successively or concurrently, in any order, and on more than one occasion. The election by Vendor to exercise one remedy shall not preclude it from thereafter exercising one or more other remedies.
- (c) The Purchaser agrees to pay, in addition to the other amounts payable to Vendor under the contract, all costs and expenses, including reasonable attorneys' fees, incurred by the Vendor in enforcing this contract, exercising its rights here under or collecting or attempting to collect all amounts due the Vendor here under following default by the Purchaser in the payment or performance of its obligations here under, including those incurred in connection with any bankruptcy, insolvency, liquidation, reorganization or similar proceeding involving the Purchaser.
- (d) Any assignment or attempted assignment of this contract, in whole or in part, without the prior written consent of the Vendor shall be void. The Vendor may assign any of its rights, liabilities or obligations arising out of this contract without prior notice to the Purchaser and without the Purchaser's written consent except that the Vendor may not assign its warranty obligations without the Purchaser's written consent.
- (e) If any provision of this contract is unenforceable, such unenforceability shall not affect the remaining terms, which shall be enforced, if the same can be done, without regard to the unenforceable provision.
- (f) The headings to the paragraphs of this contract are provided for ease of reference only and shall not be construed to vary or limit the terms thereof.

THIS QUOTATION/CONTRACT CONTAINS THE COMPLETE AGREEMENT BETWEEN THE PURCHASER AND THE VENDOR, AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN REPRESENTATIONS, PROMISES, AGREEMENTS OR UNDERSTANDINGS WITH RESPECT TO THE SUBJECT MATTER HEREOF. NO REPRESENTATION, PROMISE, AGREEMENT OR UNDERSTANDING ENTERED INTO OR MADE SUBSEQUENT TO THE DATE OF THE CONTRACT WHICH VARIES OR MODIFIES THE PROVISIONS OF THIS CONTRACT SHALL BE BINDING ON THE VENDOR UNLESS CONVEYED IN WRITING AND EXECUTED BY THE DULY AUTHORISED OFFICER OF THE VENDOR EXECUTING THIS QUOTATION/CONTRACT.