Community Incentive Grant Program (C.I.G.P.)

Application Form

Please use the C.I.G.P. Application Guide to complete this form.

Part A: This application will be scanned/ copied. Please print in ink or type.

1. a) Legal name of organization. Use name that appears on your Articles of Incorporation. St. James Assiniboia Minor Hockey Association Inc.				**b) Year organization was formed** 1979
2. Permanent mailing address of organization	Address		City/Town Winnipeg	Postal Code
	Organization Email		Phone	Fax
3. Organization's representatives overseeing the project	Primary Contact Andrew Neil		Title VP Finance & Chairman Allard Arena	
	Daytime Phone	Residence Phone/Cell	Email	
	Secondary Contact Brett Lough		Title President	
	Daytime Phone	Residence Phone/Cell	Email	
4. Project name Assign your project an accurate, descriptive name to be used in all correspondence	Condenser replacement at Allard Arena			
5. a) Project site address 80 Allard Ave			**b) Property owned by** City of Winnipeg	
6. a) Project description Complete Part B of application – next pages			**b) Start date** August 1, 2022	**c) End date** August 15, 2022
7. Has this project received prior funding through the Community Incentive Grant Program?				☑ Yes ☐ No
8. Total project cost - Project costs should be supported by at least two contractor quotes or estimates. Enter the amount provided by the preferred contractor.			$ 131,568 Plus Tax $147,356	
9. List other sources of project funding (i.e. excluding C.I.G.P.) including other grants, funds on hand, and proposed fundraising. Indicate whether or not each source of funding is confirmed.	**Source**		**Amount**	**Confirmed**
	1.CIGP Grant - Kevin Klein		$60,000	☑ Yes ☐ No
	2.SJAMHA Program Surplus		$27,356	☑ Yes ☐ No
	3.		$	☐ Yes ☐ No
	4.		$	☐ Yes ☐ No
	5.		$	☐ Yes ☐ No
	Total Other Funding Sources		$	
10. Amount requesting from C.I.G.P. * Note: To meet eligibility criteria, the total City of Winnipeg funding contribution (including C.I.G.P.) must be 50% or less than the total project cost.			$* 60,000 from Councillor Gillingham - Motion to be presented before council to waive the 50% max	
11. Total of all funding sources including C.I.G.P. (total #9 + #10) Note: This must match project costs identified in #8 above.			$ 147,356	

APPLICANT SIGNATURES: I/ We hereby certify that I/we am/are the **authorized signing officer(s)** of the applying organization and that this application is accurate to the best of my/our knowledge.

Signature of authorized signing officer: Andrew Neil	Title/ Position: VP Finance & Chairman Allard Arena	Date: September 19, 2022
Signature of authorized signing officer:	Title/ Position: President	Date: September 19, 202

Please complete Part B of this application

SJAMHA CIGP Application – Part B

a) **Organization Description:** St James Assiniboia Minor Hockey Association is a not-for-profit organization based in the City of Winnipeg. Our goal is to provide St James children ages 5 to 17 the opportunity to play the game of hockey under the Hockey Winnipeg umbrella.

b) **Project Description:**

What: Supply and install one new evaporative condenser to replace existing condenser. This condenser is sized to run as a dry condenser without water at 5C. this condenser will also have an extra coil for water jacket cooling which will increase the efficiency of the system as the existing water jackets are cooled by the evaporator using up system capacity that would otherwise go out to the ice.

Where: 80 Allard Ave, Winnipeg, MB – Condenser will be installed on the exterior of the building on the Southwest corner.

Why: The existing condenser reached the end of its useful life. Without the new unit we would not have been able to operate the arena for our minor hockey program and to be booked by the general public.

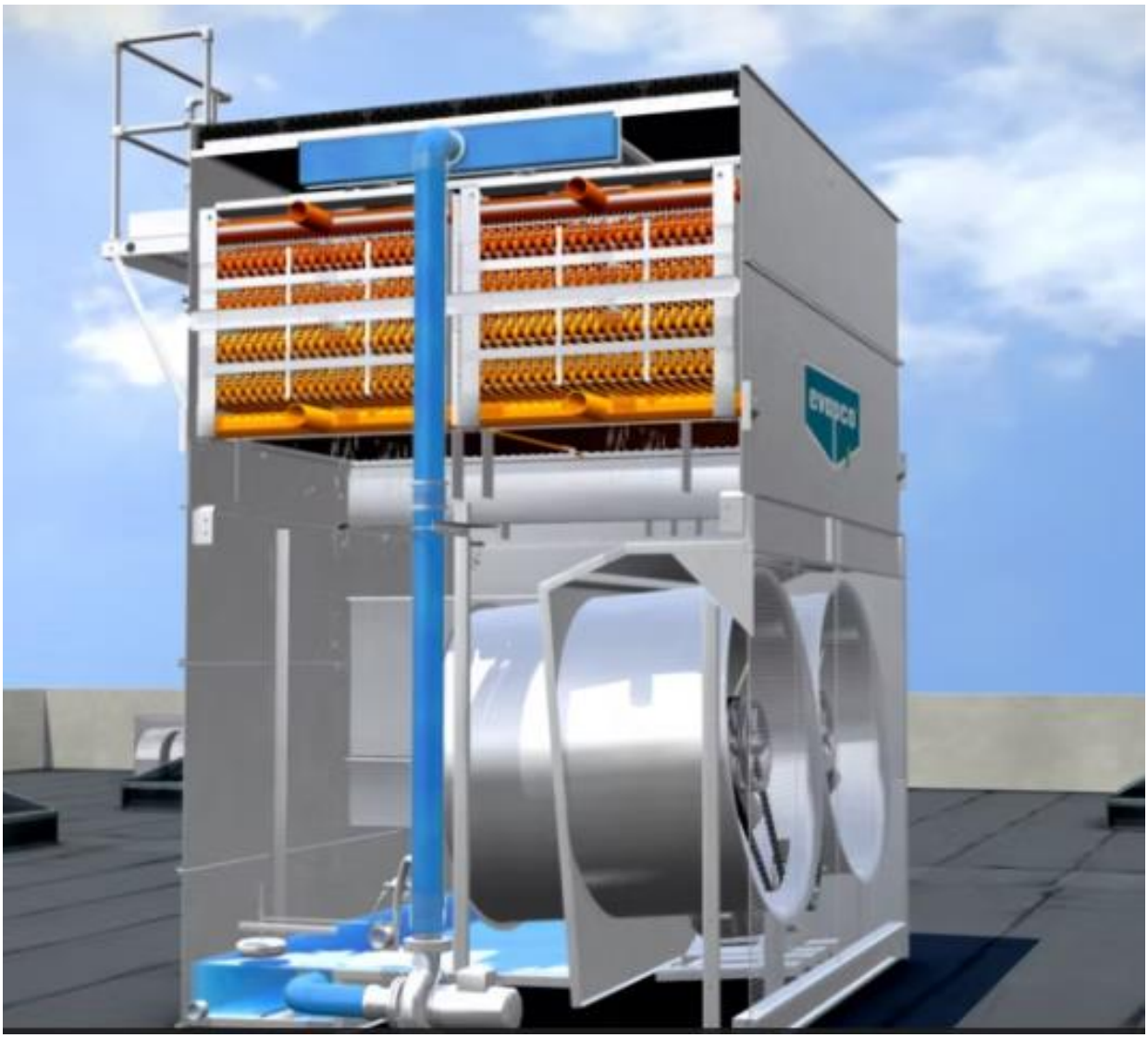
When: Lead time on procuring a new condenser is 15-20 weeks. The condenser was ordered in March of 2022 to be ready for the opening of the arena for the 2022-23 hockey season. The unit arrived in late July and was installed in early August 2022.

The following pages contain the quotes the Association has received from Prairie HVAC/R and Electrical Services (preferred contractor due to long term relationship and exemplary service over the years) and BERG Industrial Service as well as our 2021 Annual Return of Information.

PRAIRIE HVAC/R & ELECTRICAL SERVICES
INNOVATIVE TECHNOLOGY FOR GREENER SOLUTIONS
55 Speers Road, Winnipeg, Manitoba, Ph: 204-257-4822, Fax: 204-256-6101

Project Name: Allard Arena Condenser 2022R1
Attention: John

Date: March 21, 2022
Quote:



INITIAL:

55 Speers Road, Winnipeg, Manitoba, Ph: 204-257-4822, Fax: 204-256-6101

We are pleased to offer the following quotation for the supply and installation of materials as detailed below:

OPTION 1: Supply and install one new evaporative condenser to replace existing condenser. This condenser is sized to run as a dry condenser without water at 5C. this condenser will also have an extra coil for water jacket cooling which will increase the efficiency of the system as the existing water jackets are cooled by the evaporator using up system capacity that would otherwise go out to the ice.

Qty	Description
1	New Evaporative Condenser @750MBH @ 95F. condensing temp and 78F. wet bulb. Sized to run during summer conditions in August.

Selection Criteria

Refrigerant:	NH3
Condensing Temp:	95.0 F
Condensing Pressure:	181.2 psi
Entering Wet Bulb:	78.0 F

Required Capacity

750.00 MBH NH3
61.48 MBH 50% Ethylene Glycol

Physical Data Per Unit

Overall Dimensions (WxLxH):	6'-4" x 11'-11 5/8" x 11'-6 7/8"
Operating Weight:	10,090 lbs
Shipping Weight:	8,710 lbs
Heaviest Section:	6,200 lbs

*weights and dimensions could vary depending on options selected

IBC Design Capability

IBC Standard Structural Design
1.0 Importance Factor Specified

Seismic(Sos):	up to 0.67 g, z/h = 0
Wind Load(P):	up to 288 psf

Fan Motor Data per Unit

Number of Fans:	2
# of Fan Motors:	2
Nameplate Power (575/3/60):	5.00 HP Per Motor
Total Connected Nameplate Power:	10.00 HP
Typical Nameplate FLA:	5.16 Amps Per Motor

*Nameplate FLA could vary

Additional Details Per Unit

Air Flow:	33,500 CFM
Coil Volume:	27.5 cu ft per unit
Est. Refrigerant Charge:	201.5 lbs per unit
Coil Design Pressure:	300 psi

Hydraulic Data

Spray Water Flow:	345 GPM
Evaporated Water Rate:	1.22 GPM

Accessories

(1) IBC Standard Structural Design	(1) 1.0 Importance Factor Specified	(1) Oversized Outlet for Remote Sump; BFW; 8
(1) Split Coil; 16 GPM 61.48 MBH 50% EthyleneGlycol 104 F / 95 F / 78 F and 8.37 psi, 1 1/2"dia	(1) Nitrogen Charged Coil(s)	(1) Omit Pump
(1) CRN Coils	(2) Fan Motor: Inverter Capable, Premium Efficient	(2) Fan Motor: Space Heaters

INITIAL:

- Water Jacket cooling circuit included in new condenser
- Tie into existing water jacket cooling lines and reroute out to condenser
- Both condenser fans to have there own VSD such if one fails the other will still operate
- High voltage electrical included
- Wire in 2nd VFD to control system. Upgrade control logic.
- Modify existing condenser stand to accommodate new condenser
- **Install two new relief valves on condenser with 3-way valve for service as this is now required by code**
- Structural review included in price.
- Craning included

Comply with all codes and standards including all applications for permits including associated fee's as required within the Province of Manitoba, including the Office of the Manitoba Fire Commissioner, with ASHRAE 15, "Safety code for refrigeration systems", ASME B31.5, "Refrigeration piping and Heat Transfer Components" and the B52 Mechanical Code, all provincial and local safety codes which are applicable in Manitoba.

Provide an overall high-quality installation and in accordance with; 2010 ASME Boiler and Pressure vessel Code: Section IX, "Welding and brazing qualifications". Ensure the installation also complies with ASHRAE 15 "Code for Refrigeration Systems" and ASME B31.5, "Refrigeration Piping and Heat Transfer Components" and is within the current high standards of commercial / industrial refrigeration practices in Canada.

Total Cost (Excluding Taxes): $131,568.00

*All applicable taxes are to be added to the quoted price.

At this we are experiencing high volatility and significant increases pertaining to cost of materials. Please ensure you issue a PO within 15 days of the date listed on this quotation. If a PO is issued past that 15-day window the quote will have to be revisited and pricing adjusted accordingly.
Quotation excludes repairs or modifications to any existing systems that the inspection authority deems unsatisfactory to close out the open permit. Any repairs or

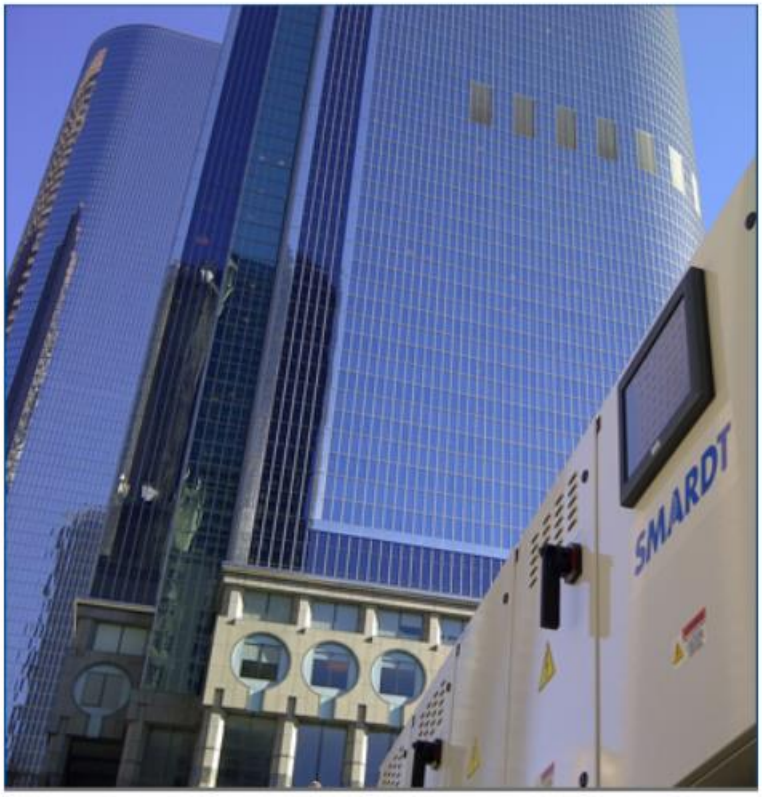
INITIAL:

modifications required by the inspection authority not stated above will be quoted separately, with no delay in payment to the original contract.

PRAIRIE HVAC/R & ELECTRICAL SERVICES
INNOVATIVE TECHNOLOGY FOR GREENER SOLUTIONS
HEATING VENTILATION AIR CONDITIONING REFRIGERATION CONTROLS DIVISION

MANITOBA MANUFACTURER REPRESENTATIVE

SMARDT



REVOLUTIONARY ENERGY SAVINGS
From the global leader in magnetic bearing centrifugal chillers

Albert Steinbach
President
Phone: 1-204-257-4822
Cell: 1-204-801-0381
Web Site: http://prairiehvac.com/

ACCEPTANCE OF QUOTATION

INITIAL:

PURCHASER: .....

JOB SITE: .....

CONTRACT PRICE*: $..... *Excluding PST and GST

TERMS OF PAYMENT: 0% DOWN PAYMENT 100% PROGRESS PAYMENTS

TERMS: Terms of Payment for goods shipped and/or services rendered hereunder shall be NET on RECEIPT of INVOICE. Prairie HVAC INC. reserves the right to demobilize from site until payment is received at purchasers' cost. Prairie HVAC INC. reserves the right to add to any account outstanding more than thirty (30) days a charge of two (2%) percent of the principal amount due at the end of each thirty (30) day period.

GUARANTOR(S) IF REQUIRED:

Contract Submitted By: ..... Position: .....

Signature: .....

PURCHASER SIGNATURES

THE PURCHASER HEREBY ACCEPTS THE QUOTATION ON THIS AND ALL PAGES IN THIS DOCUMENT.

ACCEPTED THIS.....DAY OF .....20.....

....
FULL LEGAL NAME OF PURCHASER SIGNATURE OF AUTHORIZED OFFICER

....
WITNESS TO AUTHORIZED OFFICER FULL NAME OF AUTHORIZED OFFICER

.....
TITLE OF AUTHORIZED OFFICER

PRAIRIE HVAC INC. APPROVAL

APPROVED THIS..... DAY OF .....20.....

....
FULL NAME OF AUTHORIZED OFFICER SIGNATURE OF AUTHORIZED OFFICER

.....
TITLE OF AUTHORIZED OFFICER

TERMS AND CONDITIONS – SALES, SERVICE AND REPAIR WORK

INITIAL:

1. **OFFER AND ACCEPTANCE:** Prairie HVAC INC. offers to sell the materials, equipment and services indicated in strict accordance and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Buyer, or allowing Prairie HVAC INC. to commence work, shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and Prairie HVAC INC. Any additional or differing terms and conditions contained on Buyer's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Prairie HVAC INC. and shall not become part of the contract between Buyer and Prairie HVAC INC. unless expressly consented to in writing by Prairie HVAC INC. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
2. **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET on RECEIPT of INVOICE. Prairie HVAC INC. reserves the right to add to any account outstanding more than thirty (30) days a charge of two (2%) percent of the principal amount due at the end of each thirty (30) day period.
3. **INVOICING:** Prairie HVAC INC. reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
4. **PERFORMANCE:** Prairie HVAC INC. shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstances beyond the control of Prairie HVAC INC. , whether of the class of causes enumerated above or not, which shall prevent Prairie HVAC INC. from making deliveries or performing services in the usual course of business. In the event of the occurrence of any of the above, Prairie HVAC INC. may, at its sole option, cancel Buyer's Purchase Order without any liability on the part of Prairie HVAC INC. Alternatively, Prairie HVAC INC. may extend the time for its performance by a period equal to the duration of the cause underlying Prairie HVAC INC. failure or delay. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay.
5. **TAXES:** Prices quoted are exclusive of taxes. The amount of any present or any future occupation, sales, use, service, excise or other similar tax which Prairie HVAC INC. shall be liable for either on its own behalf or on behalf of the Buyer, with respect to any orders for machinery or services, shall be in addition to the billing prices and be paid by the Buyer.
6. **WARRANTY:** Prairie HVAC INC. guarantees service work and all materials of Prairie HVAC INC. manufacturers against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as Prairie HVAC INC. finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Prairie HVAC INC., but manufactured by others, Prairie HVAC INC. will extend the same guarantee it receives from the manufacturer. THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS AND IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.
7. **PATENTS:** If there is brought against the Buyer any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent, Prairie HVAC INC, if notified promptly in writing and given authority, information and assistance by the Buyer for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Buyer. In the event that the Buyer has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined, Prairie HVAC INC., in lieu of all other liability except as above stated, will, at its own expense, either procure for the Buyer the right to

INITIAL:

continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price, but Prairie HVAC INC. liability shall in no case exceed the purchase price of said infringing apparatus.

8. **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against Prairie HVAC INC. arising from Prairie HVAC INC. performance under this contract must be commenced by Buyer within the express warranty period specified under paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Buyer. IN NO EVENT SHALL Prairie HVAC INC. LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY Prairie HVAC FROM BUYER UNDER THE INSTANT CONTRACT, NOR SHALL Prairie HVAC INC. BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.
9. **DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Buyer will be binding on Prairie HVAC INC. unless such request or specification is specifically agreed to in writing by an officer of Prairie HVAC INC. Shipment shall be FOB factory, with title passing to Buyer upon delivery to the carrier by Prairie HVAC INC.
10. **CANCELLATION:** Prairie HVAC INC. reserves the right to collect cancellation charges as per contract agreement (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order).
12. **DISPUTES AND JURISDICTIONS:** This Agreement shall be construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein and shall be treated in all respects as a Manitoba contract. Any dispute or claim arising from or relating to this contract or any breach thereof which cannot be promptly resolved by the parties shall be determined by arbitration pursuant to the provisions of the Arbitration's Act of Manitoba as amended from time to time and such determination shall be final and binding. The site of any such arbitration shall be Winnipeg, Manitoba, unless another site is mutually agreed upon by the parties. Notwithstanding the above, actions by Company to collect monies due under this contract may be brought by Company in any court of competent jurisdiction in lieu of arbitration. Customer shall upon demand, reimburse Company for any costs or expenses incurred by Company in the collection of monies due from Customer or to enforce any rights hereunder. All claims arising out of or relating to the performance or non-performance of this contract must be commenced within one (1) year from the date the claim arose. Failure to comply with this limitation shall constitute a voluntary and knowing waiver of such claims.
13. **COSTS TO Prairie HVAC INC.:** In the event it becomes necessary for Prairie HVAC INC. to incur any costs or expenses in the collection of monies due Prairie HVAC INC. from Buyer, or to enforce any of its rights or privileges hereunder, Buyer, upon demand, shall reimburse Prairie HVAC INC. for all such costs and expenses (including, but not limited to, reasonable attorney's fees).
14. **ENTIRE AGREEMENT:** These terms and conditions and the matter set forth on the face of Prairie HVAC INC. offer to sell, constitute the entire agreement between Prairie HVAC INC. and Buyer. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements of representations, become part of this contract unless expressly agreed to in writing by an authorized representative of Prairie HVAC INC.
15. **ASSIGNMENT:** Buyer shall not assign this contract or any interest therein without the prior written consent of Prairie HVAC INC. Any actual or attempted assignment without Prairie HVAC INC. consent shall entitle Prairie HVAC INC., as its sole option, to cancel this contract and, in such event, Prairie HVAC INC. shall be entitled to payment for all work performed and materials furnished to the date of a cancellation, as well as reasonable compensation for lost income and profits.

INITIAL:

BERG INDUSTRIAL SERVICE

Expert thermal process energy management

Attn: **John Northam**

Re: **Allard Arena Condenser Replacement**



Prepared By:

Grant Carson
gcarson@berg-group.com
431-374-0555

March 31, 2022
Allard Condenser – 3.30.22

82 De Baets Street
Winnipeg, Manitoba
R2J 3S9
Phone: +1 204-977-8259
Email: gcarson@berg-group.com

Thank you for the opportunity to provide a proposal on behalf of Berg Industrial Service. The following proposal details our proposed solution.

We have included pricing for two options. The first is our recommended option an Evapco Eco-ATC which is sized to run dry above freezing temperatures. The second is a Evapco ATC which is sized approximately the same as your existing condenser. Bear in mind option two will run water below freezing especially if your indoor condenser were to fail.

COMPANY OVERVEIW

Founded in 1972 BERG CHILLING SYSTEMS INC specializes in the engineering, design, service, supply and installation of industrial and recreational refrigeration and cooling systems.

Our product range is as diverse as the global markets and industries we serve. Berg has provided hundreds of industrial refrigeration systems to customers in more than 50 countries in industries defined by transportation, chemical & Petro-chemical, manufacturing, building & construction, food & beverage, national defense, natural resources, and notables recreational sport facilities.

Berg Winnipeg has fully trained service mechanics, in industrial refrigeration service and installation in both Freon and Ammonia plants. Berg Chilling Systems Inc provides 24 hours, 7 days a week service support and emergency service to all our customers.

Sub-Contractors

Tommy's Welding was founded in 1979 and is known for exceeding customer, and contractor expectations. Tommy specializes in welding pressure pipe, and pressure vessels. His company is very experienced in ammonia refrigeration piping and has participated in many of the Province's largest projects.

Berg Industrial Service Inc.
82 De Baets Street
Winnipeg, Manitoba, Canada R2J 3S9
Phone: +1 204-977-8259

Scope of Work

- Isolate and purge down the existing condensers.
- Disconnect and dismount existing unit.
- Disconnect all water supply and drain piping.
- Labour to remove existing unit, and placement of the new condenser. Disposal of old unit is included.
- Steel for stand modifications to suite new condenser, Fasten and secure condenser to stand.
- Prepare and modify all piping to connect to new condenser.
- Pressurize condenser and perform leak test.
- New isolation vales for the discharge and liquid line are included.
- All new ammonia piping will be pressure welded and tested to code compliance.
- Re-connect water supply and existing drain piping.
- Check all pressure and safety switches.
- ITSM inspection and permits.
- All labour, truck and travel cost included.

Schedule

Lead time for a Condenser is currently 14 weeks, after the approval drawing process. We would require about two (2) weeks to complete the installation of the condenser only. We understand the ice rink is booked to skate on Aug 30th[t]; meaning the facility staff would want to start building ice the first week of August. This is a very tight schedule. If we are selected as the successful bidder, we would want to meet as soon as possible to ensure the drawing process goes as quickly as possible.

Customer obligations/ considerations:

- Provide clear & unobstructed access to all work areas.
- All required code upgrades noted by the ITSM outside the scope of work will be extra.
- Any components to be re-used found defective are extra.
- Asbestos removal or remediation if required.
- If during pump out of the primary, or secondary refrigeration system a service valves not properly seat the mechanics time and expenses required to remove the refrigerant, and/or brine are extra.
- Berg is not responsible for any delays related to COVID-19 - Any and all Federal or Provincial closure of public facilities, or public health safety regulation effecting the construction schedule/ costs.
- Berg is not responsible for delays caused by the local, or global supply chain.

Berg Industrial Service Inc.
82 De Baets Street
Winnipeg, Manitoba, Canada R2J 3S9
Phone: +1 204-977-8259

As noted above we have proposed two options. The first option [recommended] is an induced draft ECO ATC condenser with finned tubes. It is sized to run dry and will not use water below the temperature of 35F. We have also offered a smaller condenser which is sized to approximately match your existing unit will work but will run water below freezing. In both cased the existing pump will work.

Pricing Summary:

Option One: ECO-ATC sized to run dry at 35F: $111,100.00

Option Two: ATC, will use water all season: $89,980.00

Thank you for the opportunity to submit pricing on behalf of Berg Chilling Systems. We hope you view our proposal favorably. Should you require additional information, or have any questions, or would like separated pricing please do not hesitate to call or email.

Best regards,



Grant Carson - Berg Industrial Service - Winnipeg

QUOTATION NOTES

PRICES: CANADIAN funds - Quotation validity 15 days

TERMS:

25% down payment; 25% on delivery of equipment, 40% progress payment, 10% upon commissioning.

EQUIPMENT DELIVERY:

Standard Equipment delivery is 14 weeks upon completion of the drawing approval process, and deposit payment. If awarded the contract firmer equipment lead times & schedule will be provided.

NOTES:

- Please see Standard Terms and Conditions of Sale, (on next PAGE) which forms part of this Quotation.
- Please show our quotation number on your purchase order to assure proper and efficient processing.
- This quotation is valid for a period of 15 days.
- Customer to take responsibility of system installations not performed by Berg.
- Equipment manufactured by Berg Chilling Systems Inc. that is installed in continental USA or Canada and commissioned by a Berg Chilling Systems Inc. factory technician, will qualify for 12 months parts and limited labour warranty. Otherwise our standard 12 month parts only warranty shall apply.
- Customer to take responsibility of water quality including filtration and chemical treatment to keep heat transfer surfaces, control valves, flow switches etc. in a clean, corrosion-free condition.
- All dimensions and electrics proposed are current at time of quoting and must be reconfirmed at time of purchase.
- If approval drawings are required, request must be made on the purchase order or confirmed at the time of order. Berg is not responsible for project delays in approval process caused by customer.
- Pictures and drawings shown are samples of the systems quoted. Equipment supplied may not be exactly as shown.
- Unloading of the equipment is the customer's responsibility. Customer to confirm loading dock size and clear access to the final location within 2 weeks of purchase order.
- A check valve should be installed in the process supply water piping from Portable Chillers to prevent water drain-back and tank overflow. Return piping should have an inverted P trap 18 inches above the highest system point also to prevent water drain-back and tank over-flow. Please consult your representative for your specific application.

Sincerely,

Berg Industrial Service Inc.
82 De Baets Street
Winnipeg, Manitoba, Canada R2J 3S9
Phone: +1 204-977-8259

BERG CHILLING SYSTEMS INC.

STANDARD TERMS & CONDITIONS OF SALE

These Standard Terms and Conditions govern the sale of all standard products, non-standard products, systems and services ("Products") by Berg Chilling Systems Inc. and its divisions and subsidiaries ("Seller") and apply notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other document or communication ("Purchase Order") from Buyer. Submission by Buyer to Seller of an order shall constitute Buyer's acceptance of these terms and conditions. These terms and conditions may only be waived or modified in a written agreement signed by an authorized representative of Seller. Neither Seller's acknowledgment of a purchase order nor Seller's failure to object to conflicting, contrary or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof.

1. **ORDERS, DELIVERY AND TITLE**. All orders are subject to acceptance by Seller. All shipments by Seller are EX WORKS (point of origin) and all transportation charges shall be paid by the Buyer, in addition to the price of the Products. Subject to Seller's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Buyer and risk of loss shall thereupon pass to Buyer; however, title shall remain with Seller until Buyer makes payment in full for the Products. Selection of the carrier and the delivery route shall be made by Seller unless specified by Buyer. Seller shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by Seller are estimates only and that Seller is not liable for failure to deliver on such dates. Seller reserves the right to make deliveries in instalments. Delivery of a quantity less than the quantity specified, shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one instalment shall not entitle Buyer to cancel other instalments.
2. **PRICES**. Prices shall be as specified by Seller and shall be applicable for the period specified in Seller's quote. If no period is specified, prices shall be applicable for thirty (30) days. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in Seller's costs or other circumstances beyond Seller's reasonable control. Prices are exclusive of federal, provincial, state, local or any other taxes, charges, levies and duties, shipping charges, forwarding agent's and broker's fees, consular fees and document fees. If Seller shall be liable for or shall pay any of the foregoing, the Seller shall charge such amount to Buyer in addition to the price of the Products.
3. **TERMS OF PAYMENT**. Payment shall be net thirty (30) days from date of invoice or as otherwise specified by Seller in writing. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Seller, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by check and/or require full payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any overdue invoice, Seller may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof and Buyer shall remain liable to pay for any Products already shipped and Non-Standard Products ordered by Buyer. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of credit terms. The date of collection/receipt of a check by the Seller shall be deemed the date of payment by the Buyer. Any check received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing of the face of such check, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balances. Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of the lesser of (i) one and one-half (1-1/2%) percent per month and (ii) the highest rate permitted by applicable law. If Buyer does not make payment when due, Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for costs of collection and reasonable legal fees.
4. **ACCEPTANCE OF PRODUCTS, PRODUCT RETURNS AND CANCELLATION**. Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Seller within fifteen (15) days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery. No return of Products shall be accepted by Seller without Seller's written approval. Returned Products must be in original manufacturer's shipping cartons complete with all packing materials. Products for return shall be returned freight prepaid in the manner specified in the Seller's written approval. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to the Buyer, freight collect. In the event of cancellation by Buyer: (a) Any item(s) completed at time of receipt of written cancellation notice will be shipped and invoiced at full price. (b) Work on balance of order will be stopped as promptly as reasonably possible, and Seller will be reimbursed for all actual expenditures, commitments, liabilities, and costs, determined in accordance with good accounting practice, made or incurred in respect to such incomplete items, plus a reasonable profit on such costs. Any items, which can be used economically to fill other orders, may be cancelled without charge.
5. **FORCE MAJEURE**. Seller shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, revolution, natural disasters, acts or omission of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, riots, wars, acts of terrorism, delays in transportation or inability to obtain supplies or materials through its regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay or Seller may, at its option, cancel any order or remaining part thereof, without liability, by providing written notice of such cancellation to Buyer.
6. **SELLER'S LIMITED WARRANTY**. Seller warrants to Buyer that upon delivery to Buyer the Products purchased hereunder shall conform to the applicable Seller's specifications as provided in the quotation. Except as are contained in this paragraph 6, Seller makes no warranties, conditions, guarantees or representations relating to the Products, express or implied, statutory or otherwise. The Seller warrants all Products it manufactures to be free from defects in workmanship and material when used under conditions recommended by us. The Seller's obligation under the warranty is limited to repair or replace or otherwise make good, at our factory, any parts which, within one year after date of shipment of equipment of our manufacture to the original purchaser, after being returned to us with transportation prepaid, and upon our examination, shall disclose to our satisfaction to have been defective. The Seller neither assures, nor authorizes any other persons to assume for us, any liability in connection with the sales of our equipment except under the conditions of this warranty. The warranty does not cover any Field (on site) labour charges for replacement of parts, adjustment, repairs, or any other work done. This warranty shall not apply to any apparatus which in our opinion has been subject to misuse, negligence, or pressures in excess of limits recommended by the Seller, or which have been repaired or altered outside the company's factory. This warranty does not cover refrigerant gas, nor does it cover any Product or apparatus damaged from freezing of glycol or heat transfer fluid. Replacement or repair of defective material will be EX WORKS our factory, and will assume any used portion of this warranty. All defective parts become the property of Seller and must be returned within fifteen (15) days of the replacement, transportation prepaid, as advised by Seller, to become eligible for replacement under this warranty. Warranty Claim Forms, found in the Product Owner's Manual, must accompany all warranty claims and parts returns or this warranty shall not apply. Seller is not responsible for any sales, use, excise, duty or any other applicable taxes associated with the replacement of parts under this warranty. This warranty is only effective with all the terms and conditions of this quote being met, and it is understood that time is of the essence in this agreement. REPAIR OR REPLACEMENT OF PRODUCTS NOT OF OUR MANUFACTURE WILL BE LIMITED TO THE WARRANTY OF THE MANUFACTURERS OF SUCH PRODUCTS. Seller shall transfer to Buyer whatever transferable warranties and indemnities Seller receives from the manufacturers of any subcomponents of the Products, if any, including any transferable warranties and indemnities in respect of patent infringement. Please refer to the Product Service Labour Policies in your Product Owner's Manual for possible extensions to this Warranty.
7. **LIMITATION OF LIABILITIES**. Seller's total liability for any and all claims which may arise under this agreement or with respect to the Products sold hereunder, including but not limited to those caused by defective material and/or unsatisfactory performance, shall be limited to the purchase price of the Products to which any such claim relates. Seller shall not be liable in any circumstances, howsoever caused, whether in contract, tort or otherwise, for any loss of profits or for any direct, indirect, special, incidental, exemplary, punitive or consequential damages, losses, injury, costs or expenses of any nature relating to the Products, including without restriction, loss, damage or injury arising out of the negligence of the Seller or that of its employees, agents, representatives or other persons for whom in law the Seller is responsible. Seller shall not be liable for and Buyer shall indemnify, defend and hold Seller harmless from any claims based on Seller's compliance with Buyer's specifications, designs or instructions, or modification of any Products by parties other than Seller, or use in combination with other Products.
8. **USE OF PRODUCTS BY BUYER**. Buyer assumes all risk and liability for loss or injury in connection with the use of the Products whether used singly or in combination with other substances or Products in any process whatsoever. Any information provided by Seller including without restriction technical information sheets and product brochures is based on tests believed to be reliable. However, as actual conditions of use may vary and are beyond the control of Seller, a Product's specified characteristics and any recommendations for use, however communicated, are offered solely for Buyer's evaluation and must be verified by it.
9. **INTELLECTUAL PROPERTY**. If a Product includes software or other intellectual property, such software or other intellectual property is provided by Seller to Buyer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.
10. **CONFIDENTIALITY**. All specifications (other than the Buyer's Specifications), technical data, price lists, documents, materials and proprietary information relating to the Products are the confidential and proprietary information of Seller and shall be treated in confidence by Buyer and shall not be disclosed, reproduced or communicated to any third party in any way whatever except as is required in connection with the purchase and use of the Product by Buyer, and on terms and conditions agreed with Seller in writing. The foregoing provisions do not apply to information that was publicly available prior to the date of disclosure by Seller or that becomes publicly available after such disclosure other than pursuant to a breach of any obligation of confidentiality to Seller.
11. **GENERAL**. As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. No rights, duties, agreements or obligations hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other. Any attempted or purported assignment shall be void. Notwithstanding the foregoing, Seller's obligations under these Terms and Conditions may be performed by divisions, subsidiaries or affiliates of Seller. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. No provision of these Terms and Conditions shall be deemed waived by a course of conduct unless such waiver is in writing signed by both parties and stating specifically that it was intended to modify these Terms and Conditions. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The Buyer and the Seller irrevocably and unconditionally attorn to the jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals there from. The United Nations Convention for the International Sale of Goods shall not apply. It is the express wish of the parties that this contract and all documents in connection with this contract be drawn up in English. Il est la volonté expresse des parties que le présent contrat et tous les documents qui s'y rattachent soient redigés en langue anglaise.

COMPANIES OFFICE
OFFICE DES COMPAGNIES

Manitoba

File Summary

Registry No : 494357
Entity Name : ST. JAMES-ASSINIBOIA MINOR HOCKEY ASSOCIATION INC.
As of : 31-Oct-2021

Entity Name :	ST. JAMES-ASSINIBOIA MINOR HOCKEY ASSOCIATION INC.
Registry No :	494357
Business No :	105027437MC0001
Current Status :	Active
Entity Type :	NON-PROFIT CORPORATION
Entity Sub Type :	MB NON SHARE CORPORATION
Incorporation Date :	26-Sep-1979
Home Jurisdiction :	MANITOBA
Annual Return/Renewal Date :	31-Oct-2022
Year of Last A/R - Renewal :	2021
Nature of Activities :	NONPROFIT ORGANIZATION
NAICS Code :	81399

Registered Office Address :

Effective date, if changing address :	17-Jun-2019
Address :	
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA,

Mailing Address :

Name :	ST JAMES ASSINIBOIA MINOR HOCKEY ASSOCIATION
Address :	
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA,
Attention :	ANDREW NEIL

Director Information :

Date Became :	17-Jun-2019
Date Ceased :	21-Jun-2021
Name :	CHIVERS, LINDA
Address :	
City/Province :	
Country/Postal Code :	
Date Became :	17-Jun-2019
Name :	EDINGER, SHAWN
Address :	
City/Province :	
Country/Postal Code :	
Date Became :	17-Jun-2019
Name :	JEFFREY, MITCHELL
Address :	
City/Province :	

Country/Postal Code : CANADA, R2Y 1W1

Date Became : 17-Jun-2019
Name : LOCKHART, SCOTT
Address :
City/Province :
Country/Postal Code :

Date Became : 15-Jun-2020
Name : MCLAUGHLIN, JOHN P
Address :
City/Province :
Country/Postal Code :

Date Became : 15-Jun-2020
Name : MIGNACCA, SONNY
Address :
City/Province :
Country/Postal Code :

Date Became : 18-Jun-2018
Name : MISURA, LYLE
Address :
City/Province :
Country/Postal Code :

Date Became : 17-Jun-2019
Name : NEIL, ANDREW
Address :
City/Province :
Country/Postal Code :

Name : SCHMIDT, DWAYNE
Address :
City/Province :
Country/Postal Code :

Officer Information :

Name : HAUS, DAWN
Address :
City/Province :
Country/Postal Code :
Position Held as Officer : SECRETARY

Name : LOCKHART, SCOTT
Address :
City/Province :
Country/Postal Code :
Position Held as Officer : PRESIDENT

Name : NEIL, ANDREW
Address :
City/Province :
Country/Postal Code :
Position Held as Officer : VP-FINANCE

Event History :

Event	Date :	Filing Year :
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
ANNUAL RETURN (Filed on the Web)	14-Feb-2018	2017
ANNUAL RETURN (Filed on the Web)	04-Jul-2019	2018
CHANGE OF REGISTERED OFFICE	22-Aug-2019	
CHANGE OF DIRECTORS/OFFICERS	22-Aug-2019	
ANNUAL RETURN (Filed on the Web)	02-Oct-2019	2019
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	02-Oct-2019	
ANNUAL RETURN (Filed on the Web)	07-Oct-2020	2020
ANNUAL RETURN (Filed on the Web)	31-Oct-2021	2021

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have

not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.