

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

CECO ENVIRONMENTAL CORP.

(Exact name of registrant as specified in its charter)

New York	13-2566064
(State or other jurisdiction of incorporation)	(I.R.S. Employer Identification Number)

505 University Avenue, Toronto, Ontario CANADA	M5G 1X3 (Zip Code)
(Address of Principal Executive Office)	

CECO Environmental Corp.  
CECO Environmental Corp. 1997 Stock Option Plan  
(Full Title of the Plan)

Leslie J. Weiss, Esq.  
Sugar, Friedberg & Felsenthal  
30 North LaSalle Street, Suite 2600  
Chicago, Illinois 60602  
(Name and address of agent for service)

(312) 704-9400  
(Telephone number, including area code, of agent for service)

Approximate date of commencement of proposed sale to the public: As soon as  
Practicable After Registration Statement Becomes Effective.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered -----	Amount to be Registered -----	Proposed Maximum Offering Price Per Share (1) -----	Proposed Maximum Aggregate Offering Price (1) -----	Amount of Registration Fee (1) -----
Common Shares par value \$0.01 per share	1,500,000	\$2,7031	\$4,054,650	\$1,070.43
Total	1,500,000	\$2,7031	\$4,054,650	\$1,070.43

(1) Based upon the closing price as reported by NASDAQ on March 22, 2000, and estimated in the manner specified by Rule 457(c) under the Securities Act of 1933, solely for purposes of calculating the amount of registration fee.

PART I

INFORMATION REQUIRED IN SECTION 10(A) PROSPECTUS

Item 1. Plan Information.

The document(s) containing the information specified in part I of Form S-8 will be sent or given to the employees as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Security Act"). Such documents are not required to be and are not being filed with the SEC or included in this Form S-8 (by incorporation by reference or otherwise) in accordance with the rules and regulations of the Securities and Exchange Commission (the "SEC"). These documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

Item 2. Registrant Information and Employee Plan Annual Information.

Upon written or oral request, any of the documents incorporated by reference in Item 3 of Part II of this Registration Statement (which documents are incorporated by reference in this Section 10(a) Prospectus), other documents required to be delivered to eligible employees pursuant to Rule 428(b) or additional information about the CECO Environmental Corp. 1997 Stock Option Plan and its administrators are available without charge by contacting:

Marshall J. Morris  
Chief Financial Officer  
CECO Group, Inc.  
3120 Forrer Street  
Cincinnati, Ohio 45209  
(513) 458-2666

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 3. Incorporation of Documents by Reference.

The following documents filed with the Commission pursuant to the Securities Exchange Act of 1934 are incorporated by reference into this Registration Statement.

a. The Company's Annual Report on Form 10-KSB for the fiscal year ended December 31, 1998.

b. The description of the Company's Common Stock, \$0.01 par value, contained in the Company's registration statement on Form 10 filed pursuant to Section 12(g) of the Securities Exchange Act of 1934 on April 27, 1973, which was declared effective on September 28, 1973, including any subsequent amendment or any report or other filing with the Securities and Exchange Commission updating such description.

c. All reports subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 since the end of the fiscal year covered by the Company's document referred to in (a) above, shall be deemed to be incorporated by reference in the Registration Statement and to be part thereof from the date of filing of such documents.

Item 4. Description of Securities.

Not Applicable.

Item 5. Interest of Named Experts and Counsel.

The validity of the Shares offered hereby will be passed upon for the Company by Sugar, Friedberg & Felsenthal, 30 North LaSalle Street, Suite 2600, Chicago, Illinois 60602.

Item 6. Indemnification of Officers and Directors.

The Company's By-laws provide that the Company shall indemnify any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal or investigative (a "proceeding"), including an action by or in the right of the Company or any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the Company served in any capacity at the request of the Company, by reason of the fact that he, his testator or interstate, was a director or officer of the Company, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgment, fines, amounts paid in settlement and reasonable expenses, including attorney's fees actually and necessarily incurred as a result of such proceeding, or any appeal therein, if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in, or in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Company and, in criminal proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

Any determination as to whether a person has met an applicable standard of conduct shall be made in accordance with the provisions of the Business Corporation Law of the State of New York.

No indemnification shall be made to or on behalf of any person if a judgment or other final adjudication adverse to such person establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

The Company's indemnification provisions shall be enforced to the fullest extent permitted under law.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

Exhibit Number -----	Description -----
4	CECO Environmental Corp. 1997 Stock Option Plan
5	Opinion of Counsel regarding legality
23.1	Consent of Independent Public Accountant
23.2	Consent of Counsel (Included in Exhibit 5)
24.	Power of Attorney (Contained within Signature Page)

Item 9. Undertakings.

(1) The undersigned Registrant hereby undertakes:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement: To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

(b) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(2) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES  
-----

Pursuant to the requirements of the Securities Act of 1933, as amended the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Toronto, Province of Ontario, on this 24th day of March, 2000.

CECO ENVIRONMENTAL CORP.

By: /s/ Phillip DeZwirek  
-----

Phillip DeZwirek  
Chief Executive Officer,  
Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Phillip DeZwirek, his or her attorney-in-fact, for him or her in any and all capacities, to sign any amendments to this Registration Statement, and to file the same, with exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact, or his substitute, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Date: March 24, 2000

/s/ Phillip DeZwirek  
-----

Phillip DeZwirek, Chief  
Executive Officer, Director

Date: March 24, 2000

/s/ Marshall J. Morris  
-----

Marshall Morris, Chief  
Financial Officer

Date: March 24, 2000

/s/ Jason Louis DeZwirek  
-----

Jason Louis DeZwirek, Director

Date: March 24, 2000

/s/ Josephine Grivas  
-----

Josephine Grivas, Director

Date: March 24, 2000

/s/ Donald Wright  
-----

Donald Wright, Director

EXHIBIT INDEX

Exhibit Number -----	Document -----	Page Number -----
4	CECO Environmental Corp. 1997 Stock Option Plan and Amendment	9
5	Opinion of Counsel regarding legality	19
23.1	Consent of Margolis & Company P.C.	20
23.2	Consent of Counsel (Included in Exhibit 5)	19
24.	Power of Attorney (Contained with Signature Page)	7

EXHIBIT 4

CECO ENVIRONMENTAL CORP.

1997 STOCK OPTION PLAN

SECTION 1.

DEFINITIONS

As used herein, the following terms shall have the meanings indicated below:

(a) "Committee" shall mean a Committee of two or more directors who shall be appointed by and serve at the pleasure of the Board. If the Company's securities are registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, then, to the extent necessary for compliance with Rule 16b-3, or any successor provision, each of the members of the Committee shall be a "Disinterested Director" or "Non-Employee Director." For purposes of this Section 1(a), "Non-Employee Director" shall have the same meaning as set forth in Rule 16b-3, or any successor provision, as then in effect, of the general rules and regulations under the Securities Exchange Act of 1934, as amended ("Exchange Act").

(b) The "Code" is the Internal Revenue Code of 1986, as amended from time to time.

(c) The "Company" shall mean CECO Environmental Corp., a New York corporation.

(d) "Fair Market Value" as of any day shall mean (i) if such stock is reported by the Nasdaq National Market or Nasdaq SmallCap Market or is listed upon an established stock exchange or exchanges, the reported closing price of such stock by the Nasdaq National Market or Nasdaq SmallCap Market or on such stock exchange or exchanges on such date or, if no sale of such stock shall have occurred on such date, on the next preceding day on which there was a sale of stock; (ii) if such stock is not so reported by the Nasdaq National Market or Nasdaq SmallCap Market or listed upon an established stock exchange, the average of the closing "bid" and "asked" prices quoted by the National Quotation Bureau, Inc. (or any comparable reporting service) on such date or, if there are no quoted "bid" and "asked" prices on such date, on the next preceding date for which there are such quotes; or (iii) if such stock is not publicly traded as of such date, the per share value as determined by the Board, or the Committee, in its sole discretion by applying principles of valuation with respect to the Company's Common Stock in accordance with Code Section 422.

(e) "Option Stock" shall mean Common Stock of the Company (subject to adjustments as described in Section 12) reserved for options pursuant to this Plan.

(f) The "Optionee" means an employee of the Company or any Subsidiary to whom an incentive stock option has been granted pursuant to Section 9.

(g) The "Plan" means the CECO Environmental Corp. 1997 Stock Option Plan, as amended hereafter from time to time, including the form of Option Agreements as they may be modified by the Board from time to time.

(h) "Related Corporation" means a Parent Corporation or a Subsidiary Corporation each as defined in Code Section 424.

(i) "Subsidiary" means a subsidiary corporation as that term is defined in Code Section 424.

## SECTION 2

### PURPOSE

The purpose of the Plan is to promote the success of the Company and its Subsidiaries by facilitating the retention of competent personnel and by furnishing incentives to officers, directors, employees, consultants, and advisors (collectively, "employees") upon whose efforts the success of the Company and its subsidiaries will depend to a large degree.

It is the intention of the Company to carry out the Plan through the granting of stock options which will qualify as "incentive stock options" under the provisions of Code Section 422 or any successor provision, pursuant to Section 9 of this Plan. Adoption of this Plan shall be and is expressly subject to the condition of approval by the shareholders of the Company within twelve (12) months before or after the adoption of the Plan by the Board of Directors. Any incentive stock options granted after adoption of the Plan by the Board of Directors shall be treated as nonqualified stock options if shareholder approval is not obtain within such twelve-month period.

## SECTION 3

### EFFECTIVE DATE OF PLAN

The Plan shall be effective as of the date of adoption by the Board of Directors, subject to approval by the shareholders of the Company as required in Section 2.

## SECTION 4

### ADMINISTRATION

The Plan shall be administered by a Committee which may be appointed by the Board from time to time (collectively referred to as the "Administrator"). The Administrator shall have all of the powers vested in it under the provisions of the Plan, including but not limited to exclusive authority (where applicable and within the limitations described in the Plan) to determine, in its sole discretion, whether an incentive stock option shall be granted, the individuals to whom, and the time or times at which, options shall be granted, the number of shares subject to each option and the option price and terms and conditions of each option. The Administrator shall have full power and authority to administer and interpret the Plan, to make and amend rules, regulations and guidelines for administering the Plan, to prescribe the form and conditions of the respective stock option agreements (which may vary from Optionee to Optionee) evidencing each option and to make all other determinations necessary or advisable for the administration of the Plan. The Administrator's interpretation of the Plan, and all actions taken, and determinations made by the Administrator pursuant to the power vested in it hereunder, shall be conclusive and binding on all parties concerned.

No member of the Committee shall be liable for any action taken or determination made in good faith in connection with the administration of the Plan. Upon the appointment of a Committee by the Board as provided hereunder, any action of the Committee with respect to the administration of the Plan shall be taken pursuant to a majority vote of the Committee members or pursuant to the written resolution of all Committee members.

#### SECTION 5

##### PARTICIPANTS

The Administrator shall, from time to time, at its discretion and without approval of the shareholders, designate those employees of the Company or any Subsidiary to whom incentive stock options shall be granted pursuant to Section 9 of the Plan. The Administrator may grant additional incentive stock options under this Plan to some or all participants then holding options or may grant options solely or partially to new participants. In designating participants, the Administrator shall also determine the number of shares to be optioned to each such participant. The Administrator may from time to time designate individuals as being ineligible to participate in the Plan.

#### SECTION 6

##### STOCK

The Stock to be optioned under this Plan shall consist of authorized but unissued shares of Option Stock. One million, five hundred thousand (1,500,000) Shares of Option Stock shall be reserved and available for options under the Plan; provided, however, that the total number of shares of Option Stock reserved for options under this Plan shall be subject to adjustment as provided in Section 11 of the Plan. In the event that any outstanding option under the Plan for any reason expires or is terminated prior to the exercise thereof, the shares of Option Stock allocable to the unexercised portion of such option shall continue to be reserved for options under the Plan and may be optioned hereunder.

## SECTION 7

### DURATION OF PLAN

Incentive stock options may be granted pursuant to the Plan from time to time during a period of ten (10) years from the effective date as defined in Section 3. Any incentive stock option granted during such ten-year period shall remain in full force and effect until the expiration of the option as specified in the written stock option agreement and shall remain subject to the terms and conditions of this Plan.

## SECTION 8

### PAYMENT

Optionees may pay for shares upon exercise of options granted pursuant to this Plan with cash, personal check, certified check, or such other form of payment as may be authorized by the Administrator. The Administrator may, in its sole discretion, limit the forms of payment available to the Optionee and may exercise such discretion any time prior to the termination of the option granted to the Optionee or upon any exercise of the option by the Optionee.

With respect to payment in the form of Common Stock of the Company, the Administrator may require advance approval or adopt such rules as it deems necessary to assure compliance with Rule 16b-3, or any successor provision, as then in effect, of the general rules and regulations under the Securities Exchange Act of 1934, if applicable.

## SECTION 9

### TERMS AND CONDITIONS OF INCENTIVE STOCK OPTIONS

Each incentive stock option granted pursuant to this Section 9 shall be evidenced by a written stock option agreement (the "Option Agreement"). The Option Agreement shall be in such form as may be approved from time to time by the Administrator and may vary from Optionee to Optionee; provided, however, that each Optionee and each Option Agreement shall comply with and be subject to the following terms and conditions:

(a) Number of Shares and Option Price. The Option Agreement shall state the total number of shares covered by the incentive stock option. To the extent required to qualify the Option as an incentive stock option under Code Section 422, or any successor provision, the option price per share shall not be less than one hundred percent (100%) of the Fair Market Value of the Common Stock per share on the date the Administrator grants the option; provided, however, that if an Optionee owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of its Parent or any Subsidiary, the option price per share of an incentive stock option granted to such Optionee shall not be less than one hundred ten percent (110%) of the Fair Market Value of the Common Stock per share on the date of the grant of the option. The Administrator shall have full authority and discretion in establishing the option price and shall be fully protected in so doing.

(b) Term and Exercisability of Incentive Stock Option. The term during which any incentive stock option granted under the Plan may be exercised shall be established in each case by the Administrator. To the extent required to qualify the Option as an incentive stock option under Section 422 of the Internal Revenue Code, or any successor provision, in no event shall any incentive stock option be exercisable during a term of more than ten (10) years after the date on which it is granted; provided, however, that if an Optionee owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of its parent or any Subsidiary, the incentive stock option granted to such Optionee shall be exercisable during a term of not more than five (5) years after the date on which it is granted.

The Option Agreement shall state when the incentive stock option becomes exercisable and shall also state the maximum term during which the option may be exercised. In the event an incentive stock option is exercisable immediately, the manner of exercise of the option in the event it is not exercised in full immediately shall be specified in the Option Agreement. The Administrator may accelerate the exercisability of any incentive stock option granted hereunder which is not immediately exercisable as of the date of grant.

(c) Maximum Size of Incentive Stock Option As Such. To the extent that the aggregate Fair Market Value of Common Stock for which an Incentive Stock Option becomes exercisable by the Optionee for the first time in any calendar year exceeds \$100,000, the portion of such incentive stock option which exceeds such \$100,000 limitation shall be treated as a Non-Statutory Stock Option and not an incentive stock option under Code Section 422. For purposes of this Section 9, all incentive stock options granted to an Optionee by the Company, as well as any options that may have been granted to the Optionee under any other stock incentive plans of the Company or any Related Corporation which are intended to comply with the provisions Code Section 422 shall be considered in the order in which they were granted, and the Fair Market Value as of the time they were granted.

(d) Other Provisions. The Option Agreement authorized under this Section 9 shall contain such other provisions as the Administrator shall deem advisable. Any such Option Agreement shall contain such limitations and restrictions upon the exercise of the option as shall be necessary to ensure that such option will be considered an "incentive stock option" as defined in Section 422 of the Internal Revenue Code or to conform to any change therein. To the extent, if any, that the Option Agreement is classified as a formula award plan under Rule 16b-3(c)(2)(ii) of the Securities and Exchange Act of 1933, the formula provisions cannot be amended more often than once every six months except to comport with changes in the Internal Revenue Code, ERISA, or the rules thereunder.

SECTION 10

TRANSFER OF OPTION

No incentive stock option shall be transferable, in whole or in part, by the Optionee other than by will or by the laws of descent and distribution and, during the Optionee's lifetime, the option may be exercised only by the Optionee. If the Optionee shall attempt any transfer of any incentive stock option granted under the Plan during the Optionee's lifetime, such transfer shall be void and the incentive stock option, to the extent not fully exercised, shall terminate.

SECTION 11

ANTI-DILUTION ADJUSTMENTS

A pro rata adjustment for an increase or decrease in the number of shares of Common Stock of the Company subject to the Plan or that may be awarded to any individual in any year shall be made to give effect to any consolidation of shares, the equivalent value in stock of cash dividends, stock dividends, stock splits, stock combinations, recapitalization and other similar changes in the capital structure of the Company. Pro rata adjustments shall be made in the number, kind and price of shares of Common Stock of the Company covered by any outstanding Option hereunder to give effect to any consolidation of shares, stock dividends, stock splits, stock combinations, recapitalization and similar changes in the capital structure in the Company, or a merger or dissolution or reorganization of the Company, after the date the Option is granted so that the Optionee is treated in a manner equivalent to that of holders of the underlying Common Stock.

SECTION 12

SECURITIES LAW COMPLIANCE

No shares of Common Stock shall be issued pursuant to the Plan unless and until there has been compliance, in the opinion of Company's counsel, with all applicable legal requirements, including without limitation, those relating to securities laws and stock exchange listing requirements. As a condition to the issuance of Option Stock to Optionee, the Administrator may require Optionee to (i) represent that the shares of Option Stock are being acquired for investment and not resale and to make such other representations as the Administrator shall deem necessary or appropriate to qualify the issuance of the shares as exempt from the Securities Act of 1933 and any other applicable securities laws, and (ii) represent that Optionee shall not dispose of the shares of Option Stock in violation of the Securities Act of 1933 or any other applicable securities laws.

In the event of a transaction (as defined in Section 12 of the Plan) which is treated as a "pooling of interests" under generally accepted accounting principles, Optionee will comply with Rule 145 of the Securities Act of 1933 and any other restrictions imposed under other applicable legal or accounting principles if Optionee is an "affiliate" (as defined in such applicable legal and accounting principles) at the time of the transaction, and Optionee will execute any documents necessary to ensure compliance with such rules.

The Company reserves the right to place a legend on any stock certificate issued upon exercise of an option granted pursuant to the Plan to assure compliance with this Section 13.

#### SECTION 13

##### RIGHTS AS A SHAREHOLDER

An Optionee (or the Optionee's successor or successors) shall have no rights as a shareholder with respect to any shares covered by an option until the date of the issuance of a stock certificate evidencing such shares. No adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property), distributions or other rights for which the record date is prior to the date such stock certificate is actually issued (except as otherwise provided in Section 12 of the Plan).

#### SECTION 14

##### AMENDMENT OF THE PLAN

The Board may from time to time, insofar as permitted by law, suspend or discontinue the Plan or revise or amend it in any respect; provided, however, that no such revision or amendment, except as is authorized in Section 12, shall impair the terms and conditions of any option which is outstanding on the date of such revision or amendment to the material detriment of the Optionee without the consent of the Optionee. Notwithstanding the foregoing, no such revision or amendment shall (i) materially increase the number of shares subject to the Plan except as provided in Section 12 hereof, (ii) change the designation of the class of employees eligible to receive options, (iii) decrease the price at which options may be granted, or (iv) materially increase the benefits accruing to Optionees under the Plan without the approval of the shareholders of the Company if such approval is required for compliance with the requirements of any applicable law or regulation. Furthermore, the Plan may not, without the approval of the shareholders, be amended in any manner that will cause Incentive Stock Options to fail to meet the requirements of Code Section 422 of the Internal Revenue Code.

#### SECTION 15

##### NO OBLIGATION TO EXERCISE OPTION

The granting of an option shall impose no obligation upon the Optionee to exercise such option. Further, the granting of an option hereunder shall not impose upon the Company or any Subsidiary any obligation to retain the Optionee in its employ for any period.

AMENDMENT

CECO ENVIRONMENTAL CORP.  
1997 STOCK OPTION PLAN  
-----

This Amendment of the CECO Environmental Corp. 1997 Stock Option Plan ("Plan") is entered into as of January 20, 2000 by CECO Environmental Corp. (the "Company"), effective the date hereof ("Effective Date").

RECITALS

- A. The Company adopted the Plan on October 1, 1997, effective the date thereof, as an incentive stock option plan within the meaning of Section 422 of the Internal Revenue Code ("Code").
- B. The Company has determined it appropriate to amend the Plan to provide for Company discretion to terminate or otherwise modify options issued pursuant to the Plan, on or after the Effective Date, in the event of the sale, merger, recapitalization, dissolution or other similar capital event as set forth herein.

AMENDMENT

1. All capitalized terms not defined in this Amendment shall have the meaning set forth in the Plan.
2. Effective January 20, 2000, Section 11 of the Plan is deleted in its entirety and replaced as follows:

"SECTION 11

ADJUSTMENTS UPON CHANGES IN CAPITALIZATION; SALE OF COMPANY

- (a) For all stock options issued prior to January 20, 2000:

A pro rata adjustment for an increase or decrease in the number of shares of Common Stock of the Company subject to the Plan or that may be awarded to any individual in any year shall be made to give effect to any consolidation of shares, the equivalent value in stock of cash dividends, stock dividends, stock splits, stock combinations, recapitalization and other similar changes in the capital structure of the Company. Pro rata adjustment shall be made in the number, kind and price of shares of Common Stock of the Company covered by any outstanding stock option hereunder to give effect to any consolidation of shares, stock dividends, stock splits, stock combinations, recapitalization and similar changes in the capital structure in the Company, or a merger or dissolution or reorganization of the Company, after the date the Option is granted so that the Optionee is treated in a manner equivalent to that of holders of the underlying Common Stock.

(b) For all stock options issued on or after January 20, 2000 ("Effective Date") and on or before the last day for the duration of the Plan provided under Section 7 of the Plan:

(i) In the event that the outstanding shares of Common Stock of the Company are changed into or exchanged for a different number or kind of shares or other securities of the Company or of another corporation by reason of any reorganization, merger, consolidation, recapitalization, reclassification, change in par value, stock split-up, combination of shares or dividend payable in capital stock, the Company shall make adjustments to such outstanding stock options (including, by way of example and not by way of limitation, the grant of substitute options under the Plan or under the plan of such other corporation) as the Administrator may determine to be appropriate under the circumstances in the sole discretion of the Administrator, and, in addition, appropriate adjustments shall be made in the number and kind of shares and in the option price per share subject to outstanding options under the Plan or under the plan of such successor corporation. No such adjustment shall be made which shall, within the meaning of Section 424 of the Code, constitute such a modification, extension, or renewal of an option as to cause the adjustment to be considered as the grant of a new option.

(ii) Notwithstanding anything herein to the contrary, the Company may, in its sole discretion:

(A) accelerate the timing of the exercise provisions of any stock option in the event of (1) the adoption of a plan of merger or consolidation under which all the shares of Common Stock of the Company would be eliminated, or (2) a sale of all or substantially all of the Company's assets or shares of Common Stock; (B) cancel any or all stock options granted hereunder (on or after the Effective Date) upon any of the foregoing events and provide for the payment to Optionees in cash of an amount equal to the difference between the option price and the price of a share of Common Stock, as determined in good faith by the Administrator, at the close of business on the date of such event, multiplied by the number of such shares of Option Stock so canceled; or (C) accelerate the timing of the exercise provisions of any stock option if (1) any such business combination is to be accounted for as a pooling-of-interests under APB Opinion 16 (or any successor opinion) and (2) the timing of such acceleration does not prevent such pooling-of-interests treatment; provided, that if any provision of the Plan would disqualify the combination from pooling-of-interests accounting treatment, then the Plan shall be interpreted to preserve such accounting treatment or, if necessary, the applicable provision shall be null and void. All determinations to be made in connection with the preceding sentence shall be made by the independent accounting firm whose opinion with respect to the pooling-of-interests treatment is required as a condition to the Company's consummation of such combination.

(iii) Upon a business combination by the Company or any Subsidiary with any corporation or other entity through the adoption of a plan of merger or consolidation or a share exchange or through the purchase of all or substantially all of the capital stock or assets of such other corporation or entity, the Board of Directors or the Committee may, in its sole discretion, grant stock options to all or any persons who, on the effective date of such transaction, hold outstanding options to purchase securities of such other corporation or entity and who, on and after the effective date of such transaction, will become employees of the Company or any Subsidiary. The number of shares of Option Stock subject to such substitute stock options shall be determined in accordance with the terms of the transaction by which the business combination is effected. Notwithstanding the other provisions of this Plan, the other terms of such substitute stock options shall be substantially the same as or economically equivalent to the terms of the options for which such stock options are substituted, all as determined by the Administrator. Upon the grant of substitute stock options pursuant hereto, the options to purchase securities of such other corporation or entity for which such incentive stock options are substituted shall be canceled immediately.

(iv) Upon the dissolution or liquidation of the Company other than in connection with a transaction to which the preceding subparagraphs (i), (ii) or (iii) of this Section 11(b) is applicable, all stock options granted hereunder shall terminate and become null and void; provided, however, that if the rights of an Optionee under the applicable options have not otherwise terminated and expired, the Optionee shall have the right immediately prior to such dissolution or liquidation to exercise any stock option granted hereunder to the extent that the right to purchase shares thereunder has become exercisable as of the date immediately prior to such dissolution or liquidation."

3. The Plan is hereby ratified, confirmed and approved as amended hereby.

EXHIBIT 5

OPINION OF COUNSEL REGARDING LEGALITY AND CONSENT OF COUNSEL  
(LETTERHEAD OF SUGAR, FRIEDBERG & FELSENTHAL)

March 24, 2000

CECO Environmental Corp.  
505 University Avenue  
Suite 1400  
Toronto, Ontario  
Canada M5G 1X3

Re: CECO Environmental Corp. 1997 Stock Option Plan

Ladies and Gentlemen:

We have acted as counsel to CECO Environmental Corp. (the "Company") in connection with the registration with the Securities and Exchange Commission on Form S-8 of shares of the Company's common stock, \$0.01 par value (the "Shares"), which will be issuable upon exercise of options granted under the above-referenced plan (the "Plan").

In connection with this registration, we have reviewed the proceedings of the Board of Directors of the Company relating to the registration and proposed issuance of the common stock, the Articles of Incorporation of the Company and all amendments thereto, the Bylaws of the Company and all amendments thereto, and such other documents and matters as we have deemed necessary to the rendering of the following opinion. In our examinations, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with the originals of all documents submitted to us as copies. As to factual matters, we have relied on certificates and other representations and warranties of officers of the Company and its subsidiaries and certificates and other documents of or provided by governmental officials as we have deemed necessary or desirable.

Based upon that review, it is our opinion that the Shares, when issued in conformance with the terms and conditions of the Plan, will be legally issued, fully paid, and non-assessable.

We do not find it necessary for the purposes of this opinion to cover, and accordingly we express no opinion as to, the application of the federal securities or blue sky laws of the various states as to the issuance and sale of the Shares.

We consent to the use of this opinion in the registration statement filed with the Securities and Exchange Commission in connection with the registration of the Shares and to the reference to our firm under the heading "Interests of Named Experts and Counsel" in the registration statement.

Very truly yours,

SUGAR, FRIEDBERG & FELSENTHAL

By /s/ Leslie J. Weiss

-----  
Leslie J. Weiss

EXHIBIT 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated January 22, 1999 included in CECO Environmental Corp.'s Form 10-KSB for the year ended December 31, 1998.

/s/ Margolis & Company P.C.

-----  
Margolis & Company P.C.

Bala Cynwyd, PA  
March 24, 2000