

SECY.

OTTAWA VALLEY

ATTENDANCE:

E. Schoenherr

(CHAPTER)

MEMBERS	<u>27</u>
VISITORS	<u>10</u>
TOTAL	<u>37</u>
TOTAL NO. CHAPTER MEMBERS ON ROLL	<u>50</u>

PRES.

THE AMERICAN SOCIETY OF HEATING
AND VENTILATING ENGINEERS

RETAIN WHITE COPY FOR CHAPTER FILE

A CHECK LIST OF ITEMS
TO BE REPORTED

1. PRESIDING OFFICER
2. CALL TO ORDER
(TIME & PLACE)
3. ROLL CALL
4. APPROVAL OF MINUTES
5. REPORTS
6. ELECTION
MEMBERS
OFFICERS
7. OLD BUSINESS
8. NEW BUSINESS
9. SPEAKER
(TITLE)
(BUS.)
(CITY)
SUBJECT
10. DISCUSSION
11. MOTIONS
12. RESOLUTIONS
13. OTHER FEATURES
14. ADJOURNMENT

The regular January meeting of the Ottawa Valley Chapter was held at the New Prescott Hotel, commencing at 7.00 p.m., with the Chapter Vice-President, Mr. D.W. Banton in the Chair.

Following dinner the visitors were welcomed and the meeting called to order at 7.45 p.m. As there were no Minutes for the December meeting, (the Annual Christmas Social), the Minutes of the November meeting were read and adopted on a motion by George Wild, seconded by Eric Barber. The Vice-President introduced Mr. John Fox of Toronto, Canadian Representative, Member of Council, who extended greetings to our Chapter in his annual message. His report dealt with the By-Law changes affecting the regional organization of the Society. Canada would become Zone 7; each Zone would be represented by a Regional Director. The first regional Canadian meeting of Canadian Chapters would be held in Toronto, Canada, on April 9th. At this meeting the Canadian Representative to represent Zone 7 will be elected. These annual Canadian regional meetings will always be attended by the Canadian Chapters' nominated representatives. There evidently had been some doubt as to whether or not the British Columbia Chapter would stay with the Canadian Zone 7, which included Edmonton, Calgary and Winnipeg in the West. However, Mr. Fox felt confident that British Columbia would stay with Zone 7 to make the Society a unanimous one in Canada.

He also reported that the Ottawa Chapter was in a very healthy condition and extended his heartiest wishes for 1956.

After a short recess the meeting was reconvened at 8.30 p.m. Mr. Banton turned the Chair over to Mr. Will Davis, who presided over the Chapter's annual Open Discussion Night.

The Chapter was also honoured by the presence of Mr. C.R.O. Munro, who was introduced by Mr. V. Berton. Mr. Munro is an honour graduate of the University of Toronto and practised law in Vancouver. He served during the war as a radio operator in the Merchant Marine and is now with the Department of Justice and, as well, is Legal Adviser to the Department of Public Works. He pointed out that specifications form part of the contract. When two persons enter into a contract, that contract becomes a promise and is legally binding. One person gives the promise of completing the specified contract and the other person of accepting that promise. At the conclusion of his remarks Mr. Munro was thanked by Mr. Art Hargreaves.

Mr. Will Davis reminded the meeting that as the subject of "Specifications their intent and interpretation", was to be discussed from the stand - point of the Owner, the Consulting Engineer, the Contractor and the Manufacturer, that he would call upon various spokesmen to provide their viewpoint on each of the foregoing specific categories.

Mr. George Wild spoke from the Owner's standpoint and stated that a paying owner expected to be fully protected by the designer's specifications. Mr. Jake Klassen spoke from the Consulting Engineer's standpoint, ably presenting his viewpoint in which he stated his first responsibility was to the Owner and his second responsibility to the Contractor.

P.T.O.

Mr. Alex Lawson spoke from the Contractor's standpoint. He claimed the term 'true intent' could be ambiguously interpreted and requested a great deal more reasonable interpretation of specifications provided, of course, the contractor was sincere, in order to protect himself from financial loss.

Both Mr. Dick Hipkin and Mr. Charlie Watson spoke briefly from the Manufacturer's and Supplier's standpoint.

An open discussion followed which proved most interesting and enlightening.

Mr. Noel Kirby cautioned all contractors to beware of actual design performance specifications and contracts -- such responsibilities could become most involved from the standpoint of financial loss.

Mr. Watson felt that any such design performance specifications with guarantee were most unfair and difficult for both the contractor and the manufacturer. Such design responsibility should rest entirely with the designers of whatever system may be specified.

Mr. Davis having ably chaired the discussion thanked one and all for their participation.

The Chair was then turned over to Mr. Banton who adjourned the meeting at 10.30 p.m.

 President