

**Minutes of Meeting**  
**Of the Board of Directors Of**  
**The Tower Ranch Community Association**  
**BOD-12**

**Date:** Tuesday, August 29, 2017

**Place:** Members Lounge, Tower Ranch Clubhouse

**In Attendance:** Directors Don Spruston, Jennifer Bridarolli, Craig Fowler (7:10 PM). Transition Committee: Glen Wood, Jon Durkin, Danny Funk, Don Folstad, Rick Watt, Alex Pavolic.

**Opening and Introductory Comments**

Don Spruston opened the meeting at 7:00 PM and the Meeting agreed he would act as Chairman for BOD-12. The Chairman introduced Alex Pavolic as a new member of the Transition Committee.

**Approval of Minutes for BOD-11, August 22, 2017**

The Chairman explained a draft of the Minutes had been circulated and that any errors or omissions had been addressed. Approval of the Minutes was recommended. Rick Watt moved that the BOD-11 Minutes be approved, seconded by Jon Durkin. Members voted unanimously in favour.

**Parkbridge Response to TRCA Proposal and Next Steps**

In a letter dated 23, August 2017 Parkbridge responded to a letter from the TRCA on two main issues – voting rights and the \$50,000 owed to Parkbridge. The letter was circulated with the Meeting Agenda.

The Chairman explained that the letter was an attachment to an e-mail from Mark Bourree dated 24 August, 2017. Mark requested a telephone call with the TRCA Directors which was held on Friday 25 August, 2017. Don Spruston prepared a summary of the telephone call which is attached to Minutes of BOD-12 for information and reference.

The Chairman commented that while the discussions in the telephone call were amicable and there appeared to be some willingness with Parkbridge to move there is still a lot of work to be done. A senior manager from Parkbridge (Sandy Higgins) is meeting 5 Sept.2017 with the Solstice home owners and the Directors have requested a meeting with this individual the next morning to seek an explanation to their rationale for their claim about risk and wanting to retain votes.

On the matter of the \$50,000 Mark suggested that if the TRCA has issues with any of the invoices comprising the amount he would be open to reviewing them and if inappropriate he has the authority to decide to reduce or eliminate them.

The Chairman advised that a group of Directors and Transition Committee has met to review invoices and have identified invoices that will be challenged to Parkbridge.

### **Fall Meeting**

An AGM date of 4 October 2017 had been discussed however the TRCA lawyer recommended delaying. At an AGM items such as budget, elections for Directors, appointment of auditor (or professional review) and presentation of the financial statements were required. With negotiations ongoing with Parkbridge and Carrington it was agreed that it would be better to wait to get reactions to TRCA's proposals before an AGM. An alternative date of 5 December, 2017 for an AGM was agreed to.

### **Newsletter**

The Meeting discussed the draft newsletter. The change of date for the Fall meeting will need to be addressed. The Nominating Committee for the election of a new BOD will conduct short interviews with each candidate and then present a slate with short bios to the AGM.

Don will amend the draft newsletter.

### **Financial Policies for Approval**

Two financial policies were discussed at BOD-11 and presented here for consideration. One Policy was setting the commencement date for payment of the rent charge and the other Policy was setting a commencement date for the interest charge imposition for overdue rent charges.

After considerable discussion it was agreed that Don would re-draft both policies to provide clarity and they will be reviewed at the next meeting.

### **Adjournment and Next Meeting**

The next BOD meeting will be held Tuesday, 5 September, 2017 at 7:00 PM

The meeting adjourned at 8:20 PM

## **Attachment 1**

### **Summary of Telephone Call with Parkbridge on August 25 2017**

#### **Introduction**

An e-mail was received from Mark Bourree on August 24 which had attached the Parkbridge response to the TRCA June 23 letter, as well as a request from Mark to hold a telephone call with the TRCA directors. The call was held from 1:30 to 3:00 PM on Friday August 25. Don Spruston, Jennifer Bridarolli and Craig Fowler took the call on behalf of the TRCA. This summarizes the call.

#### **General Overview**

Mark Bourree advised that he had nothing further to add to the letter, but is seeking our reaction. We advised that we would not make any commitments but were willing to discuss the contents of a letter. We started by expressing considerable displeasure with the Parkbridge response which resulted in a defensive reaction from Mark Bourree and a considerable amount of acrimony on both sides. The discussion became more positive and encouraging over the period of 1 ½ hours of discussion. The call concluded on a fairly positive note with a general plan for next steps. Specifics of the discussion follow.

#### **Outstanding funds due to Parkbridge**

Mark confirmed the denial by Parkbridge to dismiss the \$50,000 Parkbridge considers as being owed. He also explained the rationale for offsetting the amount using the subdivided lots that had homes being built, and pointed out that the numbers would increase when they move to Phase 3 development. Considerable discussion followed regarding the invoices and some of the TRCA concerns. Mark advised that Parkbridge is willing to review invoices identified for challenge, and they are prepared to make changes if there are errors. He further advised that there is discretion on the management fees. We agreed to do a thorough analysis of the invoices and to provide detail of any that the TRCA wishes to challenge.

#### **Voting rights by Solstice Homeowners**

We expressed displeasure that the letter did not address solving the problem regarding voting rights and TRCA membership for Solstice homeowners. Mark advised that Parkbridge had a significant investment in the community and for this reason the company wishes to maintain the votes for all leased properties. Again, we asked for reasons why there was concern about the TRCA with respect to any risk to Parkbridge. We pointed out that there was much greater risk to Parkbridge by having a significant number of very angry Solstice residents, and hence potential of commercial risk. We also advised that we had considerable difficulty understanding where there was risk and to date Parkbridge has been unable to explain this. Mark used the Dilworth Homes Petition to the courts as an example, but it was pointed out that the Petition had no negative impact on Tower Ranch residents as access to the roads, trails and park were clear given that these were given by Dilworth to the city. Mark advised that he would try to have a Parkbridge senior manager explain the rationale. Given that the Parkbridge letter advised that there was a plan to work with Solstice homeowners and this would lead to granting voting rights, we advised that payment of funds owing would be contingent on having an agreed plan for how the voting rights and TRCA membership would be given to Solstice homeowners.

#### **Future Correspondence with Parkbridge**

The letter advises that in the future TRCA should correspond with Mark Bourree and Branko Cvoric. Following discussion, we agreed to this proposal as long as these gentlemen were in the position of making decisions. Mark will be the person to whom the TRCA should send formal meeting announcements as required in the By-Laws.

### **Agreement between TRCA and Parkbridge Regarding Payment of Outstanding Fund**

Mark confirmed the proposal in the letter that Parkbridge wishes to recover the outstanding amount through offsets to the Rent Charge owing on lots. We advised that in principle an offset concept is acceptable. However, we advised that withholding payment per the Rent Charge, without an agreement, to be illegal and this would mean that Parkbridge membership is not in good standing. Following considerable discussion we agreed on the following plan.

1. TRCA will analyze the invoices and advise Parkbridge of payments we wish to challenge.
2. We would then negotiate a final total, subject to any future discoveries regarding master builder obligations that have not been disclosed to the TRCA.
3. TRCA and Parkbridge will then draft an Agreement for the amounts due. TRCA will provide a general outline of the requirements to Parkbridge and they will use their legal resources to draft an Agreement.
4. TRCA advised that the Agreement must include a binding plan for giving voting rights and TRCA membership rights to solstice homeowners.
5. The payment plan will be established with attention to the TRCA cash flow problem such that the schedule may extend beyond the current timetable promoted by Parkbridge.

### **Legal files**

***Mark agreed to advise Pushor Mitchell that all files related to the TRCA should be forwarded to the TRCA legal advisers.***

### **AON Insurance Policy**

Mark agreed to continue his search for the AON insurance policy that existed in 2015. He further advised that there has been contact with AVIVA Insurance regarding the damage done to a homeowner property in 2015. AVIVA is seeking additional information from the irrigation and landscaping companies contracted at the time by TRCA (Parkbridge managed).

### **Parkbridge Management Meeting with Solstice Homeowners**

Mark advised that a Parkbridge senior manager would be on hand for the meeting with Solstice homeowners to be held on the evening of September 5 in the TR clubhouse. It was reiterated by Craig that this would be a Solstice meeting and TRCA would not be involved. However, it was requested of Mark to see if the senior manager could meet with the TRCA on the morning of September 6 so that clarification can be obtained regarding Parkbridge concerns with respect to voting rights and why Parkbridge feels there is risk to the company by having homeowners in control of the Association. Mark was to consult with his senior manager and advise us.

### **Sales Agreement between Parkbridge and Intrawest**

We asked if the sales agreement between Parkbridge and intrawest is available. Mark advised that he would try to determine if he could obtain a copy and if he was authorized to release it.