

BEFORE THE COLORADO PASSENGER TRAMWAY SAFETY BOARD
STATE OF COLORADO

Case No. 2017-97

NON-DISCIPLINARY INTERIM OPERATION AGREEMENT

IN THE MATTER OF THE LICENSE TO OPERATE THE QUICK DRAW
EXPRESS PASSENGER TRAMWAY LIFT (LICENSE NO. TRM.OSC-008)
BY SKI GRANBY RANCH,

Operator

IT IS HEREBY STIPULATED and agreed by and between Colorado
Passenger Tramway Board ("Board") and Ski Granby Ranch ("Operator")
(collectively, "parties"), as follows:

1. Operator was licensed to operate the Quick Draw Express
passenger tramway lift ("lift") in the state of Colorado on December 9, 1999 and
was issued license number TRM OSC-008, which Operator has held continuously
since that date. The lift is a Leitner-Poma detachable quad chair lift.

2. The Board has jurisdiction over Operator and over the subject matter
of this Non-Disciplinary Interim Operation Agreement ("Agreement").

3. On December 30, 2016, the Colorado Department of Regulatory
Agencies ("DORA") received written information from the Operator indicating
that, on December 29, 2016, three individuals fell from the lift, including a forty-
year-old woman, a twelve-year-old girl, and a nine-year-old girl (the "incident").
The written statement further stated that the forty-year-old woman was
pronounced dead at the Middle Park Medical Center on December 29, 2016. It
was later learned that the two juvenile girls were injured as a result of the fall.
The written notice further stated:

Granby Ranch voluntarily shut the lift down after running the lift to remove
all the remaining passengers from the lift. We agree to keep the lift shut
down until the inspector [*sic*] Larry Smith from CPTSB, deems the lift safe
to operate for the public and gives us permission to reopen.

4. DORA, on behalf of the Board, initiated an investigation of the
incident and its cause on December 30, 2016, including on-scene testing,
interviews, and meetings among engineers and the investigative team. The

investigation revealed that Chair #58 on the lift struck support tower number five and the occupants were ejected or fell from that chair. The occupants fell approximately twenty-five feet onto hard-packed snow. Operator's Ski Patrol and Grand County Emergency Medical Services responded. Investigations into the incident were conducted by the Board, Operator, the Granby Police Department, the Grand County Sheriff's Department, the Grand County Coroner's Office. The circumstances indicated that environmental factors, weather, and the occupants of Chair #58 did not contribute to the cause of the incident.

5. Engineers involved in the Board investigation of the cause of the incident identified issues within the chairlift's electrical drive/control system that contributed to a rare dynamic event that occurred on the lift at the time of the incident. The preliminary determination by the engineers involved in the investigation indicates that the lift's diesel prime mover is currently capable of operating the chairlift.

6. The facts of the incident show that, on December 29, 2016, an unreasonable hazard existed in the continued operation of the lift. The Board and the Supervisory Tramway Engineer, Larry Smith, had and continue to have authority to order an emergency shutdown of the lift under section 25-5-716, C.R.S. Operator voluntarily shut down the lift in lieu of an emergency shutdown order.

7. On January 4, 2017, the Board convened a special meeting to:
(a) review materials relating to the incident, including information from an ongoing investigation of the incident by the Granby Police Department and materials contained in records of the ongoing administrative investigation of the incident by DORA; and (b) consider a request by Operator to reopen the lift. After discussion, the Board moved to table further consideration of the incident pending additional information.

8. On January 6, 2017, the Granby Police Department issued a public fact sheet summarizing its investigation of the incident.

9. Operator denies any and all allegations of any violation of Part 7 of Article 5 of Title 25, C.R.S. (the "Act") By its December 30, 2016 letter and based upon the information and the totality of the circumstances, Operator entered into an agreement for Operator to cease operation of the lift until Operator receives approval to operate the lift from the Board or Larry Smith.

10. At a special meeting on January 9, 2017, the Board authorized the parties to enter into this Agreement for Operator to resume operating the lift under specific conditions and limitations.

11. Operator agrees that the lift will remain closed to the public until this Agreement is fully executed by both parties. Operator agrees that, upon reopening, Operator will only operate the lift according to the following specific conditions and limitations while this Agreement is in effect:

- a. Operator will disconnect the electrical drive from the lift. Operator will operate the lift with the diesel prime mover only.
- b. Operator will increase surveillance and inspection of the lift.
 - i. Lift mechanics will visually inspect the entire lift, from base terminal to top terminal, on their way up then drive station via snowmobile (top drive).
 - ii. Lift mechanics will visually inspect the top terminal, power the lift, supervise the operational pre-operation checks, and ride the entire line in both directions.
 - iii. Operator's Ski Patrol personnel and top operator will ride the up-side line together as a part of the pre-operational inspection.
 - iv. The results of both the lift mechanics' visual inspection and the Ski Patrol visual inspection, including any irregular operating conditions of the lift, will immediately be reported to Patrol Dispatch. Patrol Dispatch shall record and retain the results of all visual inspections.
- c. Operator's Ski Patrol personnel will conduct a supplemental lift operating "Line Check" protocol.
- d. The rated capacity of the diesel motor is 900 feet per minute. Operator will operate the lift at speeds within operational capacity and below state-approved maximums:
 - i. Up to 600 feet per minute for two days after reopening the lift;
 - ii. Up to 700 feet per minute beginning the fourth day after reopening the lift;
 - iii. Up to but not more than 800 feet per minute beginning on the fifth day after reopening the lift and continuing thereafter as conditions allow.

e. Operator shall appoint trained and qualified individuals to establish and perform routine visual ground checkpoints that will provide a complete lift inspection from top to bottom. In addition, Operator shall appoint trained and qualified individuals to ride the lift from top to bottom. The inspections set forth in this paragraph shall observe the physical condition and operation of the lift, including but not limited to noting any irregularities in line dynamics. Lift maintenance personnel will perform these inspections and report observations to patrol dispatch. Patrol dispatch will record and retain the findings of those inspections. Ground inspections and ride checks required by this paragraph shall be conducted daily during regular lift operations at 11:00 a.m., 1:00 p.m., 3:00 p.m., 5:00 p.m., and 7:00 p.m.

f. Upon finding any irregular conditions or operation of the lift, Operator shall immediately and safely slow and shut down the lift, evacuate all passengers from the lift, and immediately report such irregular conditions or operation directly to the Supervisory Tramway Engineer and the Board.

12. This Agreement shall remain in effect until such time as the parties reach a final disposition of this case or, in the event summary suspension proceedings are initiated, an order for summary suspension enters.

13. The Board agrees that it will not institute summary suspension proceedings while this Agreement is in effect so long as Operator remains in compliance with this Agreement and so long as the Board does not learn of new information that would indicate that summary suspension is warranted.

14. Nothing in this Agreement shall constitute disciplinary action, a finding that Operator has engaged in any act or omission constituting grounds for disciplinary action under the Act, or any admission by Operator that it has engaged in any act or omission constituting grounds for disciplinary action under the Act. There have been no final determinations regarding Operator's acts or omissions relating to the incident or any cause thereof. Nothing in this Agreement shall constitute final action, as defined in section 24-4-102(1), C.R.S.

15. Nothing in this Agreement shall preclude the Board or the Supervisory Tramway Engineer from initiating disciplinary action or taking other action pursuant to the Act, specifically including without limitation, sections 25-5-706, -707, -708, -715, and -716, C.R.S., or issuing a final agency order while this Agreement is in effect.

16. Operator understands that Operator has the right to be represented by counsel of Operator's choice in this matter. Operator is represented by counsel in this matter.

17. The terms of this Agreement were mutually negotiated and determined by the parties.

18. The parties acknowledge that they understand the legal consequences of this Agreement, that the parties enter into this Agreement voluntarily, and that the parties agree that no term or condition of this Agreement is unconscionable.

19. This Agreement and all its terms constitute a valid Board order for purposes of section 25-5-707, C.R.S.

20. Invalidity of any portion of this Agreement by judgment or court order shall in no way affect any other provision, which provision shall remain in full force and effect.

21. This Agreement shall be effective upon signature by Operator or its duly authorized agent.

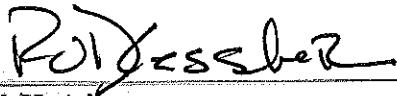
22. This Agreement constitutes the entire agreement between the parties, and there are no other agreements or promises, written or oral, which modify, interpret, construe or affect this Agreement.

23. All costs and expenses incurred by Operator to comply with this Agreement shall be the sole responsibility of Operator, and shall in no way be the obligation of the Board.

24. Upon becoming effective, this Agreement shall be open to public inspection and shall be publicized pursuant to the Board's standard policies and procedures.

25. The Board delegates full authority to the undersigned to execute this Agreement on behalf of the Board.

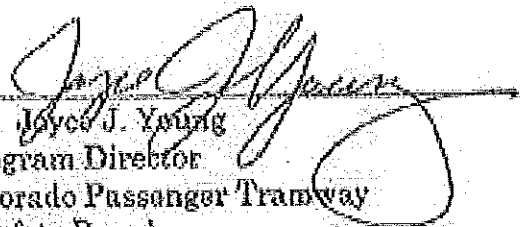
OPERATOR



Rod Kessler
Vice President of Operations and
Chief Operating Officer
Granby Ranch Amenities, LLC d/b/a Ski
Granby Ranch
1000 Village Road
Granby, Colorado 80446

Signed and effective this 9th day of
January 2017.

**COLORADO PASSENGER
TRAMWAY SAFETY BOARD**


By: Joyce J. Young
Program Director
Colorado Passenger Tramway
Safety Board
1560 Broadway, Suite 1370
Denver, Colorado 80202

Approved this 9th day of
January 2017.

APPROVED AS TO FORM:


THE RIETZ LAW FIRM



Peter W. Rietz, 15642
P.O. Box 5268
114 Village Place, Suite 301
Dillon, Colorado 80435
Telephone: 970-468-0210

Attorney for Operator Ski Granby Ranch

CYNTHIA H. COFFMAN
Attorney General


John J. Roberts, 80124*
First Assistant Attorney General
Business and Licensing Section

Attorney for the Colorado Passenger
Tramway Safety Board

Colorado Department of Law
Office of the Attorney General
Business and Licensing Section
1300 Broadway, 10th Floor
Denver, Colorado 80203
Telephone: 720-508-6434
*Counsel of Record