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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

87

March 13, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 21-I:80, (b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain to enter into a **Retroactive** and **Sole Source** contract with Doppelmayr USA, Inc., (VC #169529), Salt Lake City, UT in the amount of $385,000 for labor and materials required to complete the Aerial Tramway track cable relocation, bollard replacement, polizene replacement, and station saddle profile replacement at Cannon Mountain Ski Area effective upon Governor and Council approval for the period of March 23, 2023 through June 30, 2023. 100% General Funds (Cannon Mountain Capital Improvement Fund).

Funding is available in account, RSA 12-A:29-B Cannon Capital Improvements, as follows:

	FY 2023
03-035-035-350010-31320000-034-500162 – Repair/Renovation Buildings	$385,000

EXPLANATION

This contract is **Retroactive** because we have been moved into Doppelmayr' s very aggressive Tramway Repair Division calendar in late March and must utilize that opportunity to have this work completed. The work schedule is expected to last 3-5 weeks depending upon a wide variety of factors including weather, staffing and equipment availability and will be completed well before our expected late May opening for the Summer-Fall season.

This contract is **Sole Source** because Doppelmayr USA, Inc. (Doppelmayr) is our preferred aerial tramway major system repair contractor. They are one of only two primary lift contractors with offices in both North and South America, and they run the only known aerial tramway-specific repair division. Doppelmayr has built and installed the overwhelming majority of Cannon's aerial lifts and has performed the overwhelming majority of the Tramway system's primary systems repair work over the last two decades. Doppelmayr is the expert and clear specialist with our on-site systems and works seamlessly with our existing on-site teams.

The Cannon Mountain Aerial Tramway (Tram II) was put into service in 1980 and has operated continuously since then (Winter and Summer operations), always utilizing an approximate 6–8-week maintenance and upgrade period each Spring and Fall. Relocation of the track ropes is required every 10-12 years so as to spread the wear on the track cables evenly, and we expect to utilize this set of cables for two more 10–12-year cycles. This work was last completed in 2009 and is required to be completed within the next 12 months. Along with the relocation of the track ropes, the bollard wood lining requires replacement, as do the plastic profile liners and rope saddles.

Utilization of the Cannon Mountain Capital Improvement fund for this project was recommended by the Cannon Mountain Advisory Commission on November 8, 2021, approved by the Capital Budget Overview Committee on January 24, 2022, item #22-001, and by Governor and Executive Council on February 16, 2022, item #75.

The Attorney General's Office has reviewed and approved this contact amendment as to form, substance, and execution.

Respectfully submitted,

Brian J. Wilson
Director

Concurred,

Sarah L. Stewart
Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DNCR Division of Parks and Recreation Gannon Mountain		1 .2 State Agency Address 172 Pembroke Road, Concord, NH 03301	
I .3 Contractor Name Doppelmayr USA, Inc.		1.4 Contractor Address 3160 West 500 South Salt Lake City, UT 84104	
1.5 Contractor Phone Number 801-973-7977	1.6 Account Number 03-35-35-351510-31320000-034-500162	1.7 Completion Date June 30, 2023	1 .8 Price Limitation $385,000.00
1.9 Contracting Officer for State Agency David Webster, Business Administrator II		1.10 State Agency Telephone Number 603-823-7722 EXT 721	
1.11 Contractor Signature Date: 03/06/2023		1.11 Name and Title of Contractor Signatory Katharina Schmitz, President	
l. 13 State Agency Signature Sarah Stewart Date: 3/22/2023		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:		On: 03/27/2023	
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number:		G&C Meeting Date:	

Contractor Initials KS
Date 3/6/23

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials KS
Date 3/6/23

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials KS
Date 3/6/23

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. **INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire. 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. **WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281 -A ("Workers ' Compensation ").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT**. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials KS
Date 3/6/23

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

Cannon Mountain Aerial Tramway Track Rope Relocation

EXHIBIT A

There are no additional or special provisions in this contract.

EXHIBIT B

Scope of Work: The purpose of this Contract is for the Contractor to provide the State with the labor, material and equipment required to complete the Cannon Mountain Aerial Tramway track rope relocation project that is required every 10-12 years. The Contractor requires receipt of, and the following scope of work:

a) Relocate Aerial Tramway Track Ropes
b) Replace Bollard Wood Linings on 4 Upper Concrete Terminals
c) Change 1000 Polizene Plastic Profile Liners on Track Rope Saddles
d) Provide 5 Doppelmayr Service Representatives
e) Supplies own rigging equipment and specialty tool rentals

EXHIBIT C

Contract Price

Total contract shall not exceed: $385,000

Method of Payment

Payments shall be made within 30 days after receipt of progress-based invoices and inspections by Cannon's project manager.

Term

This contract shall commence upon approval of the Department of Natural and Cultural Resources Commissioner, with a completion date of June 30,2023.

Contractor Initials KS
Date 3/6/23

Doppelmayr USA, Inc.
3160 West 500 South
Salt Lake City, UT 84104
T: 801-973-7977
F: 801-973-9580

info@doppelmayrusa.com

January 9, 2023

Cannon Mountain
Mr. John DeVivo
Franconia Notch State Park
Franconia, New Hampshire 03580

Dear John,

RE: Project quotation for 2023 track rope relocation (45 feet), bollard wood replacement all four upper terminal bollards, polizene 1000 plastic replacement on tower and station saddle profiles.

The Cannon Mt. Tramway at Franconia Notch State Park was built in 1981 and has operated continuously for the past 42 years without major maintenance downtime. In order to continue with this track record, it is necessary to actively follow the manufacturer's preventative maintenance program. A critical item to consider in any preventative maintenance program is the operating age of the tramway components in this case the 42-year-old track ropes and anchor bollards.

Both Garaventa Tramways and Fatzer Wire Rope recommends the relocation of track ropes every 12 years. This was last completed in 2009 and is required to be completed in the next 12 months. Along with the track cable relocation is the necessity to replace the bollard wood lining on the upper terminal concrete bollards. The current wood pieces are demonstrating signs of rotting and pressure crush, and as such are no longer performing the designed function. It is also advantageous to change the polizene 1000 plastic profile liners on the track rope saddles as the track rope will be detensioned at this time making the plastic profile changing easier and more efficient.

Doppelmayr is pleased to provide this quotation for labor (rigging service and project supervision) for the track rope relocation, bollard wood replacement all four upper terminal bollards, polizene 1000 plastic replacement on tower and station saddle profiles of the Cannon Mountain Tramway in April/May of 2023.

Doppelmayr USA Supply:

- Doppelmayr Service Representatives - Labor (5 Technicians)
- Rigging equipment and specialty tools rental
  Reeving blocks, slings, winches, etc.
- Expenses – Mileage, Meals, Room & Board, Travel
- Materials – consumables/bollard wood
- Freight on rigging equip. (in & outbound UT/NH)

Track rope project quotation $385,000.00

Doppelmayr®

The project will be planned to be completed with five Doppelmayr Tramway Service Technicians and the Cannon Mountain tram crew (5-6). The labor estimate for this project is based on 7 days/week and 10 hours/day for 5 weeks.

The Cannon Mountain Tram will be responsible for the following:

- Mountain transportation of equipment (rigging)
- Mountain transportation of crew each day (snowcat, snowmobile, four wheeler)
- All-terrain fork lift for moving equipment at lower station
- Supply of tram rigging that is on-site
- Additional labor costs (5-6 men) assigned to the project
- Crane and high reach at lower station of rigging purposes as needed
- Supply Polizene 1000 plastic profile material and new hardware as needed

We look forward to working with your crew on this project. If you have questions about this quotation, please call.

Sincerely yours,
Doppelmayr USA, inc.

Red Blomer

Red Blomer
Tramway Service Manager

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DOPPELMAYR USA, INC. is a Utah Profit Corporation registered to transact business in New Hampshire on April 03, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **400395**

Certificate Number: **0006138094**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of March A.D. 2023.

David M. Scanlan
Secretary of State

SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
DOPPELMAYR USA, INC.

CERTIFICATE OF VOTE

Pursuant to Waiver of Notice, a special meeting of the Board of Directors of Doppelmayr USA, Inc. was held on March 1, 2023 via teleconference. Present were all of the Directors, namely Mark Bee and André Lamoureux.

BE IT RESOLVED, that the Corporation desires to enter in to an agreement for lift maintenance and electrical service at Cannon Mountain.

BE IT FURTHER RESOLVED, that Katharina Schmitz, President of Doppelmayr USA, Inc., is hereby authorized, on behalf of Doppelmayr USA, Inc., to execute all offer documents and to execute all contact documents with the State of New Hampshire, for the above-mentioned contract.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of March 1, 2023 and that Katharina Schmitz is the duly elected President of this corporation.

Upon motion duly made and seconded, the resolutions were adopted by the Board of Directors of the Corporation.

There being no further business to come before the Board of Directors, the meeting was adjourned.

Respectfully Submitted,

Michelle Fournier

Michelle Fournier, Secretary

State of: Utah County of: Salt Lake
Subscribed and sworn to before me this _1_ day of _March__, 2023

Notary Public: Blake Cardwell

My Commission expires: May 12, 2023

BLAKE CARDWELL
Notary Public State of Utah
My Commission Expires on:
May 12, 2023
Comm. Number: 704743

CONSTENT AND WAIVER OF NOTICE OF
SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
DOPPELMAYR USA, INC.

The undersigned being all of the Directors of Doppelmayr USA, Inc., do hereby waive notice of the time, place and purpose of the Special Meeting of the Board of Directors and do hereby affix the March 1, 2023 for such meeting.

The undersigned do hereby waive all requirements of the laws of the State of Utah and any requirements that may be set forth in the Bylaws of the Company as to notice of such meeting, and do hereby consent to the transaction thereat, or at any adjournment of adjournments thereof, of any and all business that may come before such meeting.

Mark Bee

Andre Lamoureux

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

4 1 2024

DATE (MM/DD/YYYY): 3/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
8110 E. Union Avenue
Suite 700
Denver CO 80237
(303) 414-6000

CONTACT NAME:
PHONE (A/C, No. Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
1302480
Doppelmayr USA, Inc.
3160 West 500 South
Salt Lake City, UT 84104

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Insurance America, Inc.	24554
INSURER B: Valley Forge Insurance Company	20508
INSURER C: Continental Casualty Company	20443
INSURER D: National Fire Insurance Co of Hartford	20478
INSURER E: Transportation Insurance Company	20494
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 11145058 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	N	N	US00007330LI23A	4 1 2023	4 1 2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	N	7036807046 Hired Phys Damage ACV	4 1 2023	4 1 2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	US00007607LI23A	4 1 2023	4 1 2024	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $ XXXXXXX
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	AOS: 7036807063 CA: 7036807077	4 1 2023 4 1 2023	4 1 2024 4 1 2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractors Equipment	N	N	4020740879	4 1 2023	4 1 2024	Lsd Rntd $525K Max Per Item	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED
Certificate Holder is named as Additional Insured as respects bodily injury and property damage liability arising out of the operations of the Named Insured as required by written contract per form CG2010 10/01.

CERTIFICATE HOLDER

11145058
Cannon Mountain Aerial Tramway and Ski Area
State of NH Dept of Natural and Cultural Resources
Divison of Parks and Recreation
260 Tramway Drive
Franconia NH 03580

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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