

**Business of the Village Board
Village of Saranac Lake**

BILL #30-2026

SUBJECT: Carousel Propane Heater

Date: 2/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 1/28/2026

SUMMARY STATEMENT

RECOMMENDED ACTION

MOVED BY: White SECONDED BY: Williams

VOTE ON ROLL CALL: to amend

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE BRUNETTE	<u>yes</u>
TRUSTEE RYAN	<u>yes</u>
TRUSTEE SCOLLIN	<u>yes</u>
TRUSTEE WHITE	<u>yes</u>

**RESOLUTION AUTHORIZING PARTIAL FINANCIAL ASSISTANCE
FOR BOILER REPLACEMENT AT THE ADIRONDACK CAROUSEL**

WHEREAS, the Village of Saranac Lake is the owner of the Adirondack Carousel Pavilion building located in William Morris Park, having accepted conveyance of the structure pursuant to an agreement entered into with Adirondack Carousel, Inc. in 2007, and,

WHEREAS, under the terms of said agreement, Adirondack Carousel, Inc. is generally responsible for repairs and maintenance associated with its use and operation of the facility, and

WHEREAS, the propane boiler currently serving the Adirondack Carousel Pavilion has reached the end of its useful life and is in need of replacement in order to maintain safe occupancy and continued operation of the building, and

WHEREAS, Adirondack Carousel, Inc. has advised the Village that the cost of replacing the boiler represents a significant financial hardship and that, without assistance, the organization may be unable to remain open to the public, and

WHEREAS, the Adirondack Carousel provides a unique cultural, educational, and recreational amenity that serves residents and visitors and contributes to the vitality of William Morris Park and the Village as a whole, and

WHEREAS, the Village Board of Trustees finds that financial assistance by the Village is warranted in this instance to preserve the continued use of a Village-owned facility and to support the ongoing public benefit provided by the Carousel.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Saranac Lake Board of Trustees hereby authorizes the contribution of up to fifty percent (50%) of the cost of the boiler replacement, based on the estimate received, with the remaining balance to be paid by Adirondack Carousel, Inc.

BE IT FURTHER RESOLVED, that this authorization is granted as a one-time financial assistance measure due to extraordinary circumstances and shall not be construed as a modification of the underlying agreement or as establishing an ongoing obligation of the Village to fund repairs the Adirondack Carousel is obligated to pay.

BE IT FURTHER RESOLVED, The Village Treasurer is hereby authorized to transfer up to \$2,500 from Local Assistance Account (001-6030-0000) to General Fund Parks Services (001-7110-0400) account.

PLEASE DETACH AT
 VERTICAL PERFORATION AND
 RETURN ENTIRELY
 WITH YOUR REMITTANCE

*** SERVICE INVOICE *** 80013 ***

ADIRONDACK CAROUSEL
 PO BOX 1059
 SARANAC LAKE, NY 12983

ACCT# 10897L
 SVC# 1
 12/19/25

ADIRONDACK CAROUS
 DIV: 2 TYP: 3
 10897L 12/19/25
 REF # 80013

QUANTITY	DESCRIPTION	AMOUNT
1.000	VISSMANN WALL HUNG LP BOILER 85K BTU	
1.000	CENTROTHERM 3" X 6 FT SINGLE WALL VENT PIPE	
2.000	CENTROTHERM PPS 3" X 2' PIPE	
2.000	CENTROTHERM 3" 90 ELBOW W/ LONG SOCKET	
1.000	CENTROTHERM PPS 3" BIRD SCREEN	
1.000	CENTROTHERM 2" X 3" INCREASER SINGLE WALL	
2.000	3/4" PRO PRESS FEMALE ADAPTER	
2.000	3/4" PRO PRESS MALE ADAPTER	
2.000	3/4" PRESS BALL VALVE WITH PURGE	
4.000	3/4" PRESS 90 ELBOW	
4.000	3/4" PRESS STREET 90 ELBOW	
1.000	1" X 3/4" BLACK BELL REDUCER	
2.000	3/4" PVC 90 ELL SCHED 40	
	TOTAL PARTS	3982.96
	TOTAL LABOR	980.00

TERMS: PAYABLE UPON RECEIPT. A late charge of 1 1/2% (18% Per annum) will be assessed on balances over 30 days past due.

PROPRANE and HEATING OIL for the TRI-LAKES
—24 HOUR EMERGENCY SERVICE —

*** SERVICE INVOICE *** 80013 ***

ADIRONDACK CAROUSEL
 PO BOX 1059
 SARANAC LAKE, NY 12983

ACCT# 10897L
 SVC# 1
 12/19/25

ADIRONDACK CAROUS
 DIV: 2 TYP: 3
 10897L 12/19/25
 REF # 80013

QUANTITY	DESCRIPTION	AMOUNT	AMOUNT
	PROPANE INSTALLATION	4962.96	
	<<< TOTAL CHARGE FOR INVOICE # 80013 >>>		4962.96

TTL CHRG 4962.96

SITE:ADK CAROUSEL/SARANAC LAKE
 DISPATCH DATE: 11/18/25 SVC MAN : JD
 CALL REASONS: FINAL WIP BILLING
 WORK PERFORMED: INSTALLED BOILER

TERMS: PAYABLE UPON RECEIPT. A late charge of 1 1/2% (18% Per annum) will be assessed on balances over 30 days past due.

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PLEASE DETACH AT
 VERTICAL PERFORATION AND
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 WITH YOUR REMITTANCE

DETACH HERE

AGREEMENT

THIS AGREEMENT made as of the 17 day of JANUARY, 2007

BETWEEN:

VILLAGE OF SARANAC LAKE, INC., a municipal corporation organized and existing under the laws of the State of New York, with its office at 3 Main Street, Saranac Lake, New York (Hereinafter referred to as the "Village");

and

THE ADIRONDACK CAROUSEL, INC., a not-for-profit corporation duly organized and existing under the laws of the State of New York with its office and principal place of business at Saranac Lake, New York and a mailing address of PO Box 1059, Saranac Lake, New York 12983

WITNESSETH:

WHEREAS, the Village desires to retain the services of a qualified person or entity to operate, manage and maintain the Adirondack Carousel, a full-sized carousel, and the Adirondack Carousel Pavilion to be located at the William Morris Park in the Village of Saranac Lake, Franklin County, New York; and

WHEREAS, the Adirondack Carousel, Inc. is willing to manage, promote, operate and maintain the Adirondack Carousel and the Adirondack Carousel Pavilion; and

WHEREAS, the Adirondack Carousel, Inc. is willing to construct the Adirondack Carousel Pavilion at its expense, if able to raise sufficient funds to do so; and

WHEREAS, the Village supports and encourages this project and is willing to provide space at William Morris Park for the construction of such Adirondack Carousel Pavilion;

NOW, THEREFORE, in consideration of the promises set forth herein, and one dollar (\$1.00) to each in hand paid, receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. The term of this agreement will be for twenty (20) years, commencing on JANUARY 2007 and terminating on JANUARY 2027.
2. The Adirondack Carousel, Inc. shall endeavor to raise sufficient funds to pay for and construct the Adirondack Carousel and the Adirondack Carousel Pavilion in the William Morris Park in the Village of Saranac Lake at the sole expense of the Adirondack Carousel, Inc. The Village may contribute money, labor, and material, or other assistance to such project if the Village so desires, but shall not be required to do so.

3. Upon completion of construction of the Adirondack Carousel and the Adirondack Carousel Pavilion, the Adirondack Carousel, Inc. shall convey to the Village and the Village shall accept all right, title and interest in and to the structure known as the Adirondack Carousel Pavilion building in William Morris Park.
4. The Adirondack Carousel, Inc. shall retain all ownership of and all right, title and interest in and to any and all property located in the Adirondack Carousel Pavilion building including, but not limited to, all of the carousel, including any and all carousel figures, decorations, equipment, furniture and fixtures related to the operation of the Adirondack Carousel.
5. During the term of this agreement:
 - a. The Village of Saranac Lake retains The Adirondack Carousel, Inc. to manage, promote, operate, maintain and repair the Adirondack Carousel Pavilion building; and
 - b. The Adirondack Carousel will agree to reimburse the Village of Saranac Lake for all property insurance premiums for the Adirondack Carousel Pavilion. The Village of Saranac Lake will provide the property insurance under their blanket property policy and provide the break out premium for the Adirondack Carousel Pavilion. The Village will send an annual bill to the Adirondack Carousel payable within 30 days
6. The Adirondack Carousel, Inc. agrees, at its sole cost and expense, to use its best efforts to:
 - a. manage, promote, operate, maintain and repair the Adirondack Carousel Pavilion for and on behalf of the Village, using its best efforts to obtain public use of the said building; and
 - b. furnish all personnel, materials, supplies, equipment, services and utilities, and perform all work, and take all action as shall be reasonably necessary to operate, protect, maintain and repair the Adirondack Carousel Pavilion, including all signs and improvements therein and thereon, so that at all times during the term of this agreement all of the Adirondack Carousel Pavilion will be (1) in good physical and operating condition (2) available and equipped for the uses contemplated, including but not limited to operating a carousel, and (3) clean, attractive and safe;
 - c. keep an accurate account of all moneys received through its operations of the building, and of all moneys expended in connection therewith, and provide the same to the Village upon the Village's request;
 - d. be responsible and pay for all loss and/or damage to the building and/or to the contents therein arising directly out of The Adirondack Carousel, Inc.'s use, operation and maintenance of the building to the extent not covered by insurance. The parties recognize that the Adirondack Carousel Pavilion will be located in a public park open to members of the public. The Adirondack Carousel, Inc. shall not be responsible for damage to the Adirondack Carousel Pavilion caused by vandalism by members of the public.

7. It is understood and agreed by the parties that revenues generated from the operation of the carousel shall be used, to the extent necessary, to pay the costs incurred by The Adirondack Carousel, Inc. in operating the carousel as well as the Pavilion itself, such costs to include but not be limited to insurance, maintenance and repair of machinery, figures, equipment, furnishings and other expenses related to the operation of the carousel.
8. The parties each acknowledge, covenant and agree that the relationship of The Adirondack Carousel, Inc. to the Village shall be that of an independent contractor. The Adirondack Carousel, Inc., in accordance with its status as an independent contractor, further covenants and agrees that The Adirondack Carousel, Inc.:
 - a. will conduct itself in accordance with its status as an independent contractor;
 - b. will neither hold itself out as nor claim to be an officer or employee of the Village; and
 - c. will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the Village, including but not limited to Workers' Compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.
9. The Adirondack Carousel, Inc. shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement. The Adirondack Carousel agrees to perform a background check on newly hired staff, personnel, and volunteers at the Carousel.
10. The Adirondack Carousel, Inc. shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by The Adirondack Carousel, Inc. under this agreement.
11. The Adirondack Carousel, Inc. shall at all times during the term of this agreement, at The Adirondack Carousel, Inc.'s sole expense, procure and maintain from insurance companies authorized to write such insurance in the State of New York the following insurance coverage's:
 - a. comprehensive general liability insurance, containing a contractual liability endorsement in favor of the Village, in an amount of not less than \$2,000,000.00 per occurrence single limit for bodily injury, death, and property damage, workers' compensation and disability insurance as required by law, if any; and
 - b. fire and multi-peril insurance insuring The Adirondack Carousel, Inc.'s property.
12. The Adirondack Carousel, Inc. shall provide written proof of such insurance to the Village Manager at the time construction work begins and whenever such insurance coverage's are renewed during the term of this agreement. This contract shall be void and of no force and effect unless The Adirondack Carousel provides and maintains the required insurance coverage's during the life of this contract and/or for the benefit of such employees as are

required to be covered. All policies of insurance shall provide that the same may not be canceled except upon fourteen (14) days prior written notice to the Village.

13. The Adirondack Carousel, Inc. shall indemnify and hold harmless the Village from and against any and all liability, suits, causes of action, and claims, including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with an act by The Adirondack Carousel, Inc. and will do so by causing the Village to be named as an additional insured on the general liability policy of The Adirondack Carousel, Inc.
14. The Adirondack Carousel, Inc. will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, since this is a building service contract and/or a contract for the repair of a public building, and to the extent that this contract shall be performed within the State of New York, The Adirondack Carousel, Inc. agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:
 - a. discriminate in hiring against any citizen who is qualified and available to perform the work; or
 - b. discriminate against or intimidate any employee hired for the performance of work under this contract.
15. The Adirondack Carousel, Inc. shall promptly advise the Village Manager of all damages to property of the Village or of others, or of injuries incurred by persons other than employees of the Adirondack Carousel, Inc., in any manner relating, either directly or indirectly, to the performance of this agreement or the use of the Adirondack Carousel Pavilion if it becomes aware of any such damage or injury.
16. The Adirondack Carousel, Inc. shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Village Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of The Adirondack Carousel, Inc. within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying to the extent permitted by law. The Village shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the Statute) provided that : (i) the Adirondack Carousel, Inc. shall timely inform an appropriate Village official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein, shall diminish, or in any way adversely affect, the Village's right to discovery in any pending or future litigation.

17. In the event The Adirondack Carousel, Inc. ceases operation of the Adirondack Carousel Pavilion, The Adirondack Carousel, Inc. will remove any and all of its property as desired by the Village or The Adirondack Carousel, Inc. Further, The Adirondack Carousel, Inc. will, if able, convert the Adirondack Carousel Pavilion building to an open-air pavilion, if the Village makes a written request therefore within sixty (60) days of receiving notice in writing from The Adirondack Carousel, Inc. that it intends to cease operation.
18. In fulfilling its obligations to manage, operate, promote, maintain and repair the Adirondack Carousel and the Adirondack Carousel Pavilion building, The Adirondack Carousel, Inc. agrees that any "public works" contracts which are covered by Article 8 of the Labor Law, or any building service contract covered by Article 9 thereof, shall provide that no employees of any contractor or subcontractor may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, any contractor and subcontractor must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
19. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration without the consent of both parties, but must, instead, be heard in a court of competent jurisdiction within the State of New York.
20. This agreement may not be assigned in whole or in part by The Adirondack Carousel, Inc. without the prior written consent of the Village, and any attempts to assign the contract without the Village's written consent are null and void. The Adirondack Carousel, Inc. shall have the right, however, to hire contractors to do the actual construction work.
21. The Village shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Village's option to withhold for the purposes of set-off any moneys due The Adirondack Carousel, Inc. under this agreement up to any amounts due and owing to the Village with regard to this contract, any other contract with any Village department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Village for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Village shall exercise its set-off rights in accordance with normal Village practices, including, in cases of set-off pursuant to an audit. The acceptance of such audit by the Village acknowledges that there are no amounts due by The Adirondack Carousel, Inc. to the Village as of the date of this agreement.
22. It is understood by the parties hereto that The Adirondack Carousel, Inc. will not be able to build the Adirondack Carousel and the Adirondack Carousel Pavilion unless it is able to raise sufficient funds to do so. If, at the end of thirty-six (36) months from the commencement of this agreement The Adirondack Carousel, Inc. has not begun construction on the pavilion and carousel, the Village retains the right to renegotiate this agreement. However, if at that time The Adirondack Carousel, Inc. can demonstrate that they have raised seventy-five percent

(75%) of the necessary funding, the date to begin construction will automatically be extended for one year.

23. The Village will cooperate to the fullest extent possible to facilitate access to the park by The Adirondack Carousel, Inc. and its contractors so that the pavilion and carousel can be constructed and any necessary utilities be brought to the property.
24. Attached hereto at Exhibit A is a survey map depicting the site where the Adirondack Carousel Pavilion will be constructed.
25. Annexed hereto to Exhibit B are the preliminary plans and specifications for the construction of the Adirondack Carousel Pavilion. Any substantial variance, defined as a change materially affecting the building's components, height, square footage, aesthetic image, operational function or ease of access and utility, from such plans and specifications shall require the prior approval of the Village Planning Board before the building is constructed.
26. This Agreement may not be amended, modified or renewed except by written agreement signed by The Adirondack Carousel, Inc. and the Village. This agreement may be terminated by either party for default of the material terms set forth herein, or for other good cause, such as a violation by either party of criminal or civil laws which violation would reasonably tend to discredit or damage the reputation of the other party.
27. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to Adirondack Carousel in Saranac Lake and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. This Agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.
28. The Village may inspect the Adirondack Carousel Pavilion building during normal business hours upon reasonable notice to The Adirondack Carousel, Inc.
29. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:
 - a. Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
 - b. First-class mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - c. Telex or facsimile transmission. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that the sending party maintains a transmission receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

- d. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.
- e. Any party may change its address or telex or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

Addresses for purpose of giving notice are as follows:

Carousel:

Karen Loffler, Executive Director PO Box 1059, Saranac Lake, NY 12983

Village:

John Sweeney (or current Village Manager) 3 Main Street, Saranac Lake, NY 12983

30. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
31. The following, exhibits, schedules, etc., constitute a part of this Agreement and are incorporated into this Agreement by this reference:

List by name and date

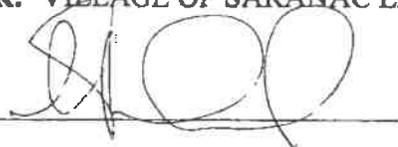
Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, schedule, or other incorporated writing, the provision of this Agreement shall prevail.

32. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
33. Except as otherwise expressly provided in this Agreement, all representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, shall survive the termination of this Agreement for a period of 5 years.
34. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

35. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
36. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

FOR: VILLAGE OF SARANAC LAKE, INC.

By: 

Thomas Michael, Mayor

FOR: THE ADIRONDACK CAROUSEL, INC.

By: 

Rich Kraft, President Adirondack Carousel Inc. Board