

Onbase # 113622

April 29, 2026

TO: The Honorable Board of Acquisition and Contract

FROM: Kathleen M. O'Connor, Commissioner
Parks, Recreation and Conservation

RE: Authority to enter into an agreement with Culinart, Inc. to provide food refreshment, catering and vending concessions at Playland Amusement Park in Rye, New York, for a term commencing May 1, 2026 and expiring on April 30, 2031 with Culinart paying the County an annual license fee based upon a percentage of gross sales receipts, and Culinart performing certain improvements at Playland and the County agreeing to pay as liquidated damage a portion of the improvements in the event the County terminates the agreement for convenience or Culinart terminates due to the County's breach, and each party having the option to renew the agreement for an additional term of five (5) years, with Culinart paying a higher percentage of gross sales receipts and performing additional investments during the renewal term.

Authority is requested of this Honorable Board for the County of Westchester (the "County") to enter into an agreement ("Agreement") with Culinart, Inc. ("Culinart") to provide food, refreshment, catering and vending concessions at Playland Amusement Park in Rye, New York ("Playland") for a term commencing May 1, 2026 and expiring on April 30, 3031 ("Initial Term") with each party having the option to renew the Agreement for an additional term of five (5) years commencing on May 1, 2031 and expiring on April 30, 2036 ("Renewal Term"), provided the Agreement is in full force and effect and the party exercising the option in in full compliance with the terms of the Agreement, by giving written notice that it is exercising the option to renew delivered to the other party during the period October 1, 2030 to and including October 31, 2030 (the "Option Period") and, upon receipt of the written notice during the Option Period, the Agreement will automatically renew for the Renewal Term based upon the same terms and conditions set forth in the Agreement for the License Fee applicable during the Renewal Term, and the Culinart shall provide proof of insurance to the County for the Renewal Term.

For the privilege of operating the license, Culinart will pay to the County an annual license fee during each year of the Initial Term which shall be equal to a percentage of gross sales based upon the following schedule:

<u>For the Year</u>	<u>Gross Sales (Vending, Concession and Catering)</u>
2026:	10%
2027:	10%
2028:	10%
2029:	10%
2030:	10%

Culinart will also pay the County as an additional license fee during the Initial Term the cost of trash removal, electricity and water at the following rates:

- (i) \$25,000 for the 2026 year due and payable in equal installments no later than the twentieth (20th) day of each month for the months of May through September of the operating season, and
- (ii) \$50,000 annually for the years 2027-2030, inclusive, due and payable in equal installments no later than the twentieth (20th) day of each month for the months of May through September of the operating season.

Culinart will also perform certain mandatory improvements during the Initial Term at Playland relating to updating the commissary floor, painting Pavilion 1 and Pavilion 2, renovating the bathroom at Pavilion 1, redesigning the stand across from Pizza Village, and providing portable smokers.

In addition to the above, as additional consideration to the County for granting the license, Culinart will undertake and complete, at its sole cost and expense, the following improvements in accordance with the plans and specifications approved by the Commissioner of Parks, Recreation and Conservation:

- (i) Remodeling Investment in an amount not to exceed \$1,000,000, and
- (ii) Licensee Assets in the amount not to exceed \$2,000,000 comprised on \$1,800,000 of equipment and \$200,000 of smallwares.

The Remodeling Investment actually completed will be amortized on a straight-line depreciation basis from May 1, 2026 through April 30, 2031. If Culinart terminates the Agreement due to the County's breach or the County terminates the Agreement in its best interest during the Initial Term, then the County shall, subject to appropriation, pay to the Culinart, as liquidated damage and not as a penalty, the remaining, unamortized portion thereof within thirty (30) days of the termination based upon the following formula:.

(1) FORMULA TO DETERMINE LIQUIDATED DAMAGE AMOUNT OWED FOR REMODELING INVESTMENT

\$1,000,000 – The value of the Remodeling Investment not installed = The Remodeling Investment actually installed divided by 5 x T
 Where T = 4 if termination occurs within 5/1/2026-4/30/2027
 3 if termination occurs within 5/1/2027-4/30/2028
 2 if termination occurs within 5/1/2028-4/30/2029

1 if termination occurs within 5/1/2029-4/30/2030
0 if termination occurs within 5/1/2030-4/30/2031

For the Licensee Assets, if Culinart terminates the Agreement due to the County's breach or the County terminates the Agreement in its best interest during the Initial Term, then the County shall, subject to appropriation, pay to the Culinart, as liquidated damage and not as a penalty, the remaining, unamortized portion thereof within thirty (30) days of the termination based upon the following formula:

(1) FORMULA TO DETERMINE LIQUIDATED DAMAGE AMOUNT OWED FOR EQUIPMENT

$\$1,800,000 - \text{The value of the equipment not installed} = \text{The value of the equipment actually installed divided by } 10 \times T$

Where T = 9 if termination occurs within 5/1/2026-4/30/2027
8 if termination occurs within 5/1/2027-4/30/2028
7 if termination occurs within 5/1/2028-4/30/2029
6 if termination occurs within 5/1/2029-4/30/2030
5 if termination occurs within 5/1/2030-4/30/2031

and

(2) FORMULA TO DETERMINE LIQUIDATED DAMAGE AMOUNT OWED FOR SMALLWARES

$\$200,000 - \text{The value of smallwares not installed} = \text{The value of smallwares actually installed divided by } 3 \times T$

Where T = 2 if termination occurs in 5/1/2026-4/30/2027
1 if termination occurs in 5/1/2027-4/30/2028
No liquidated damage due after April 30, 2028

If either party exercises the option to renew the Agreement during the Option Period for the Renewal Term, Culinart shall pay the County an annual license fee during each renewal year of the Renewal Term, which shall be equal to a percentage of gross sales based upon the following schedule:

<u>For the Year</u>	<u>Gross Sales (Vending, Concession and Catering)</u>
2031:	14%
2032:	14%
2033:	16%
2034:	16%
2035:	16%

In addition, if either party exercises the option to renew the Agreement during the Option Period for the Renewal Term, Culinart will also pay the County as an additional license fee the cost of trash removal, electricity and water at the following rates:

- (i) \$50,000 annually for the years 2031-2035, inclusive, due and payable in equal installments no later than the twentieth (20th) day of each month for the months of May through September of the operating season.

In addition to the above, as additional consideration to the County for granting the license for the Renewal Term, Culinart will undertake and complete, at its sole cost and expense, improvements of \$700,000 (the “Additional Investment”) in the Renewal Term. The Additional Investment completed will be amortized on a straight-line depreciation basis from May 1, 2031 through April 30, 2036.

If Culinart terminates the Agreement due to the County’s breach or the County terminates the Agreement in its best interest during the Renewal Term, then the County shall, subject to appropriation, pay to Culinart, as liquidated damage and not as a penalty, the following amounts, within thirty (30) days of the termination based upon the following formula:

- (1) the remaining, unamortized portion of the Additional Investment based upon the following formula:

FORMULA TO DETERMINE LIQUIDATED DAMAGE AMOUNT OWED FOR ADDITIONAL INVESTMENT

\$700,000 - The value of Additional Investment not installed = The value of Additional Investment actually installed divided by 5 x T

Where T = 4 if termination occurs within 5/1/2031-4/30/2032
3 if termination occurs within 5/1/2032-4/30/2033
2 if termination occurs within 5/1/2033-4/30/2034
1 if termination occurs within 5/1/2034-4/30/2035
0 if termination occurs within 5/1/2035-4/30/2036

- (2) the equipment portion of the Licensee Assets based upon the following formula:

FORMULA TO DETERMINE LIQUIDATED DAMAGE AMOUNT OWED FOR EQUIPMENT

\$1,800,000 - The value of the equipment not installed = The value of the equipment actually installed divided by 10 x T

Where T = 4 if termination occurs within 5/1/2031-4/30/2032
3 if termination occurs within 5/1/2032-4/30/2033
2 if termination occurs within 5/1/2033-4/30/2034
1 if termination occurs within 5/1/2034-4/30/2035
0 if termination occurs within 5/1/2035-4/30/2036

A Request for Proposal was published on the Westchester County website on December 1, 2025 and was emailed directly to five organizations. The County received one response from Culinart, Inc., which was evaluated by a committee of various personnel from the Department of Parks, Recreation and Conservation. The committee considered Culinart’s fees, experience and references when analyzing the proposal. Based on those factors, the committee recommended that the proposal from Culinart was in the best interest of the County.

The goal of this Agreement is to allow the County to provide quality food, refreshment, catering and vending concessions at Playland. This Agreement promotes fiscal responsibility as the County will benefit through the additional revenue generated through the concession and events related to this Agreement.

The objectives of this Agreement will be monitored through site visits from Parks, Recreation and Conservation staff members.

A resolution is attached for your favorable consideration.

KMO/ran

RESOLUTION

Upon a communication from the Commissioner of the Department of Parks, Recreation and Conservation, be it hereby

RESOLVED, that the County of Westchester (“County”) is authorized to enter into an agreement (“Agreement”) with Culinart, Inc. (“Culinart”) to provide food, refreshment, catering and vending concessions at Playland Amusement Park, in Rye, New York (“Playland”) for a term commencing on May 1, 2026 and expiring on April 30, 2031 (the “Initial Term”) with each party having the option to renew the Agreement for an additional term of five (5) years commencing on May 1, 2031 and expiring on April 30, 2036 (“Renewal Term”), provided the Agreement is in full force and effect and the party exercising the option is in full compliance with the terms of the Agreement, by giving written notice that it is exercising the option to renew during the period October 1, 2030 to and including October 31, 2030 (the “Option Period”), and upon receipt of the written notice during the Option period, the Agreement will automatically renew for the Renewal Term based upon the same terms set forth in the Agreement for the License Fee applicable during the Renewal Term and Culinart shall provide proof of insurance to the County for the Renewal Term; and be it further

RESOLVED, that the County’s (not Culinart’s) exercise of the option to renew shall be subject to approval of this Honorable Board, and

RESOLVED, that, during the Initial Term:

(1) Culinart shall pay to the County an annual license fee during each year of the Initial Term, which shall be equal to a percentage of gross sales based upon the following schedule:

<u>For the Year</u>	<u>Gross Sales (Vending, Concession and Catering)</u>
2026:	10%
2027:	10%
2028:	10%
2029:	10%
2030:	10%

(2) Culinart shall also pay as an additional license fee the cost of trash removal, electricity and water at the following rates:

(a) \$25,000 for the 2026 year due and payable in equal installments no later than the twentieth (20th) day of each month for the months of May through September of the operating season, and

(b) \$50,000 annually for the years 2027-2030, inclusive, due and payable in equal installments no later than the twentieth (20th) day of each month for the months of May through September of the operating season,

(3) Culinart will perform certain mandatory improvements at Playland relating to updating the commissary floor, painting Pavilion 1 and Pavilion 2, renovating the bathroom at Pavilion 1, redesigning the stand across from Pizza Village, and providing portable smokers, and

(4), as additional consideration to the County for granting the license during the Renewal Term, Culinart will undertake and complete, at its sole cost and expense, the following improvements, in accordance with the plans and specifications approved by the Commissioner of Parks Recreation and Conservation:

(i) Remodeling Investment in an amount not to exceed \$1,000,000, and

(ii) Licensee Assets in the amount not to exceed \$2,000,000 comprised on \$1,800,000 of equipment and \$200,000 of smallwares; and be it further

RESOLVED, that the Remodeling Investment actually completed will be amortized on a straight-line depreciation basis from May 1, 2026 through April 30, 2031, and, if Culinart terminates the Agreement due to the County's breach or the County terminates the Agreement in its best interest during the Initial Term, then the County shall, subject to appropriation, pay to Culinart, as liquidated damage and not as a penalty, the remaining, unamortized portion thereof within thirty (30) days of the termination based upon the following formula:

(1) FORMULA TO DETERMINE LIQUIDATED DAMAGE AMOUNT OWED FOR REMODELING INVESTMENT

\$1,000,000 – The value of the Remodeling Investment not installed = The Remodeling Investment actually installed divided by 5 x T

Where T = 4 if termination occurs within 5/1/2026-4/30/2027

3 if termination occurs within 5/1/2027-4/30/2028

2 if termination occurs within 5/1/2028-4/30/2029

1 if termination occurs within 5/1/2029-4/30/2030

0 if termination occurs within 5/1/2030-4/30/2031; and be it

further

RESOLVED, that for the Licensee Assets, if Culinart terminates the Agreement due to the County's breach or the County terminates the Agreement in its best interest during the Initial Term, then the County shall, subject to appropriation, pay to Culinart, as liquidated damage and not as a penalty, the remaining, unamortized portion thereof within thirty (30) days of the termination based upon the following formula:

(1) FORMULA TO DETERMINE LIQUIDATED DAMAGE AMOUNT OWED FOR EQUIPMENT

\$1,800,000 - The value of the equipment not installed = The value of the equipment actually installed divided by 10 x T

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And

(2) FORMULA TO DETERMINE LIQUIDATED DAMAGE AMOUNT OWED FOR SMALLWARES

\$200,000 – The value of smallwares not installed = The value of smallwares actually installed divided by 3 x T

Where T= 2 if termination occurs in 5/1/2026-4/30/2027
 1 if termination occurs in 5/1/2027-4/30/2028

No liquidated damage due after April 30, 2028; and be it further

RESOLVED, that, if either party exercises the option to renew the Agreement during the Option Period for the Renewal Term, then:

(i) Culinart shall pay the County an annual license fee during each renewal year of the Renewal Term which shall be equal to a percentage of gross sales based upon the following schedule:

<u>For the Year</u>	<u>Gross Sales (Vending, Concession and Catering)</u>
2031:	14%
2032:	14%
2033:	16%
2034:	16%
2035:	16%

(ii) Culinart shall pay to the County as an additional license fee, the cost of trash removal, electricity, water at the rate of \$50,000 annually for the years of 2031 – 2035, inclusive, due and payable in equal installments no later than the twentieth (20th) day of each month for the months of May through September of the operating season, and

(iii), as additional consideration to the County for granting the license during the Renewal Term, Culinart will undertake and complete, at its sole cost and expense, improvements of \$700,000 (“Additional Investment”) in the Renewal Term in accordance with the plans and specifications approved by the Commissioner; and be it further

RESOLVED, that, the Additional Investment actually completed will be amortized on a straight-line depreciation basis from May 1, 2031 through April 30, 2036, and, if Culinart terminates the Agreement due to the County’s breach or the County terminates the Agreement in its best interest during the Renewal Term, then the County shall, subject to appropriation, pay to Culinart, as liquidated damage and not as a penalty, the following amounts, within thirty (30) days of the termination based upon the following formula:

- (1) the remaining, unamortized portion of the Additional Investment based upon the following formula:

FORMULA TO DETERMINE LIQUIDATED DAMAGE AMOUNT
OWED FOR ADDITIONAL INVESTMENT

\$700,000 - The value of Additional Investment not installed = The value of
Additional Investment actually installed divided by 5 x T

Where T = 4 if termination occurs within 5/1/2031-4/30/2032
3 if termination occurs within 5/1/2032-4/30/2033
2 if termination occurs within 5/1/2033-4/30/2034
1 if termination occurs within 5/1/2034-4/30/2035
0 if termination occurs within 5/1/2035-4/30/2036

and

- (2) the equipment portion of the Licensee Assets based upon the following formula:

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OWED FOR EQUIPMENT

\$1,800,000 - The value of the equipment not installed = The value of the
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Where T = 4 if termination occurs within 5/1/2031-4/30/2032
3 if termination occurs within 5/1/2032-4/30/2033
2 if termination occurs within 5/1/2033-4/30/2034
1 if termination occurs within 5/1/2034-4/30/2035
0 if termination occurs within 5/1/2035-4/30/2036; and be it

further

RESOLVED, that the County Executive or his authorized designee is hereby empowered to execute any and all instruments necessary to effectuate the purposes thereof.

Original Agreement \$ 2,057,000.00
 First Amendment \$ _____
This Amendment **\$ _____**
 TOTAL \$ 2,057,000.00

Agreement # PRC-1519

Account to be
 Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars	
165	42	5520	9205		\$360,000.00	2026
165	42	5520	9205		\$400,000.00	2027
165	42	5520	9205		\$416,000.00	2028
165	42	5520	9205		\$432,000.00	2029
165	42	5520	9205		\$449,000.00	2030

***Estimate**

Budget Funding Year(s) 2026-2030 Start Date 5-01-2026 End Date 4-30-2031
 (must match resolution)

Funding Source Tax Dollars _____

State Aid _____

\$ 2,057,000.00 Federal Aid _____

(must match resolution)

Other ESTIMATED REVENUE