

1 **MAYOR AND COMMISSIONERS OF THE TOWN OF PERRYVILLE**
2 **Emergency Ordinance 2019-18**

3
4
5 **Introduced By:** **Mayor Robert R. Ashby, Jr.**

6
7 **Date Introduced:** **October 15, 2019**

8
9 **Amendments Adopted:** **N/A**

10
11 **Date Adopted:** **October 15, 2019**

12
13 **Date Effective:** **October 15, 2019**
14

15
16
17 **AN EMERGENCY ORDINANCE concerning**

18
19 **GREAT WOLF RESORT ECONOMIC DEVELOPMENT AGREEMENT**

20
21 **FOR** the purpose of approving an Amendment of Town of Perryville Economic
22 Development Agreement by and between the Town of Perryville and GWR Perryville LLC
23 (“Great Wolf”) to alter the water and wastewater allocations to be provided by the Town for the
24 Project and related fees payable by the Great Wolf to the Town for these allocations of water and
25 sewer capacity; providing a certain effective date for this Ordinance; and generally providing for
26 incentives for Great Wolf to locate a resort hotel in the Town of Perryville.
27

28 **EXPLANATORY STATEMENT:** The Town and Great Wolf entered into an
29 Economic Development Agreement with an effective date of March 5, 2019 (“Agreement”), by
30 which the Town agreed to provide certain economic development incentives to induce Great
31 Wolf to develop and build a resort hotel of at least 450 rooms and amenities described in the
32 Agreement (“Project”). The Town and Great Wolf desire to amend the Agreement to alter the
33 water and wastewater allocations to be provided by the Town for the Project and related fees
34 payable by Great Wolf to the Town for these allocations of water and sewer capacity. Now,
35 therefore,

36 **SECTION 1. BE IT ENACTED BY THE MAYOR AND COMMISSIONERS OF**
37 **THE TOWN OF PERRYVILLE** that the Amendment of Town of Perryville Economic
38 Development Agreement by and between the Town of Perryville and GWR Perryville LLC
39 Economic Development Agreement by and between the Town of Perryville and GWR Perryville
40 attached to this Ordinance and incorporated by reference is approved and the Mayor is
41 authorized to execute the Amendment on behalf of the Town.

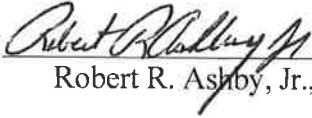
42 **SECTION 2. AND BE IT FURTHER ENACTED BY THE MAYOR AND**
43 **COMMISSIONERS OF THE TOWN OF PERRYVILLE** that this Emergency Ordinance
44 shall become effective immediately upon approval by the Mayor and Commissioners.
45
46

47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66


ADOPTED this 15th day of October, 2019, by a vote of 5 yeas, 0 nays, and 0 abstentions.

SEAL:

**MAYOR AND COMMISSIONERS OF
THE TOWN OF PERRYVILLE**

By: 
Robert R. Ashby, Jr., Mayor

ATTEST:


Jackie Sample, Town Clerk

Date: 10/15/19

**AMENDMENT OF TOWN OF PERRYVILLE
ECONOMIC DEVELOPMENT AGREEMENT**

THIS AMENDMENT OF ECONOMIC DEVELOPMENT AGREEMENT (“Amendment”) entered into this 23 day of Oct., 2019, by and between TOWN OF PERRYVILLE (“TOWN”) and GWR PERRYVILLE LLC (“COMPANY”).

EXPLANATORY STATEMENT: TOWN and COMPANY entered into an Economic Development Agreement with an effective date of March 5, 2019 (“Agreement”), by which the TOWN agreed to provide certain economic development incentives to induce the COMPANY to develop and build a resort hotel of at least 450 rooms and amenities described in the Agreement (“Project”). The TOWN and COMPANY desire to amend the Agreement to alter the water and wastewater allocations to be provided by the Town for the Project and related fees payable by the COMPANY to the Town for these allocations of water and sewer capacity. Now, therefore,

WITNESSETH, that for and in consideration of the EXPLANATORY STATEMENT that is a material part of this Amendment and not merely prefatory, and other good and valuable considerations, the adequacy and receipt of which are acknowledged, the TOWN and COMPANY agree as follows:

1. Sections 3.C., 3.D.1. and 3.D.3. of the Agreement are revised to read as follows:

SECTION 3. OBLIGATIONS OF TOWN.

C. **Sewer Connection and Sewer Facility Fees.** As reflected on **Exhibit D Revised** attached hereto, TOWN shall reduce by One Million One Hundred Twenty-Eight Thousand and 00/100 Dollars (\$1,128,000.00) its sewer connection and sewer facility fees otherwise payable by COMPANY in connection with the Project. TOWN shall credit to COMPANY the amount of One Million One Hundred Twenty-Eight Thousand and 00/100 Dollars (\$1,128,000.00) upon COMPANY paying in full the remaining Five Million Thirty-two Thousand Dollars (\$5,032,000.00) (the “Net Sewer and Water Connection Fees and Sewer Facility Fee”) as depicted on **Exhibit D Revised**, which such amount shall represent the entire amount owed by COMPANY for sewer and water connection and sewer facility fees for the Project, provided that the Town may charge additional sewer and water connection and facility fees if the Project exceeds 500 rooms, or otherwise alters its facilities or amenities, to the extent that the Project requires additional water or sewer capacity (average daily usage and average daily volume) in excess of that shown on **Exhibit C Revised**. COMPANY shall not pay the Net Sewer and Water Connection Fees and Sewer Facility Fee before December 1, 2019.

D. **Utilities.**

1. TOWN shall perform, at its sole cost and expense, all water and sewer improvements up to the Property necessary to meet the sewer, domestic and fire protection water services usage requirements for the Project as detailed on **Exhibit C Revised** attached hereto and in conformance with the Project schedule to be

submitted by the COMPANY (collectively, the "Town Sewer and Water Improvements").

* * *

3. In addition, TOWN shall cooperate and provide non-monetary assistance to COMPANY in securing all other utilities access as necessary to meet the minimum utility usage requirements for the Project as detailed on **Exhibit C Revised** attached hereto and in conformance with the Project schedule to be submitted by the COMPANY, including, without limitation, securing any necessary utility easements.

2. Section 7.K. of the Agreement is revised to read as follows:

SECTION 7. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement.

K. **Exhibits.** The following exhibits are attached to and incorporated into this Agreement for all purposes.

EXHIBIT A: Property Description

EXHIBIT B: Site Plan

EXHIBIT C REVISED: Minimum Utility Usage Requirements

EXHIBIT D REVISED: Water and Sewer Connection Fees

EXHIBIT E: Monument Sign

3. **Exhibit C Revised** attached to this Amendment is substituted for Exhibit C to the Agreement.

4. **Exhibit D Revised** attached to this Amendment is substituted for Exhibit D to the Agreement.

5. The Agreement remains in full force and effect in all respects not changed by this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date and year first above written.

[Signature Pages Follow]

TOWN:

TOWN OF PERRYVILLE

By: Robert R. Ashby, Jr.
Robert R. Ashby, Jr., Mayor

ACKNOWLEDGMENT

STATE OF MARYLAND)

) ss:

COUNTY OF CECIL)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Robert R. Ashby, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the Mayor of Town of Perryville, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office this 15th day of October, 2019.

Jackie Sample
Notary Public
My Commission Expires: 10/27/2020

[Signatures continue on next page]

COMPANY:

GWR PERRYVILLE LLC

By: 
Name: Steven J. Jacobsen
Title: V.P. Domestic Development

ACKNOWLEDGMENT

STATE OF Maryland
 ⁾ ss:
COUNTY OF Harford

Before me, the undersigned authority, a Notary Public in and for said County and State
aforesaid, personally appeared Steve Jacobsen, with whom I am personally acquainted, and
who, upon oath, acknowledged himself/herself to be the VP of GWR Perryville LLC,
being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office this 23 day of October 2019


Notary Public
My Commission Expires: January 15, 2020

EXHIBIT C REVISED
MINIMUM UTILITY USAGE REQUIREMENTS

Exhibit C - Revised

**Great Wolf Lodge
Offsite Infrastructure and Utilities Provided to Property Line**

Utility		Minimum Requirements
Water	Avg. Daily Usage (gallons per day)	140,000
	Minimum Pressure (psi)	65
	Minimum Line Size (inches)	12
	Fire Protection Flow Requirements (gallons per minute)	1,500 gallons per 10 minutes 1,000 gallons per 30 minutes
Sewer	Avg. Daily Volume (gallons per day)	120,000
	Minimum Line Size (inches)	12
Electric (Permanent)	Kilowatts	10,000
	Ampere	12,000
	Voltage	480/277
	Phase	3 phase - 4 wire
Electric (Temporary)	Ampere	2,500
	Phase	3 phase - 4 wire
Gas	Peak Load (CFH)	40,000
	Pressure After Meter	Medium to High
Phone		Minimum of 3 service providers
Cable		Minimum of 3 service providers

Notes: (1) Line sizes for water and sewer are minimum sizes. Town of Perryville is required to confirm line sizes based upon projected uses. Final line sizes to be confirmed with GWL civil engineers.

(2) Separate water line may be required for fire protection.

(3) The above usage requirements assume a project of up to 500 keys/guest rooms. Town acknowledges and agrees that the above minimum requirements are subject to adjustment in the event a larger project is mutually approved.

EXHIBIT D REVISED
WATER AND SEWER CONNECTION FEES

Exhibit D Revised

W/S	GPD	EDU's	Connection / Facility Fee
Water - Connection	140,000	560	\$ 2,800,000.00
Sewer - Connection	140,000	560	\$ 2,800,000.00
Sewer - Facility	140,000	560	\$ 560,000.00
			<u>\$ 6,160,000.00</u>
Sewer Connection / Facility Fee Incentive			<u>\$ 1,128,000.00</u>
Net Sewer and Water Connection Fees and Sewer Facility Fee			<u>\$ 5,032,000.00</u>