



Maryland Business Ready Sites Program Site Characterization Grant Agreement – FY 2026

September 16, 2025

County Commissioners of Caroline County
112 Market Street
Denton, MD 21629
Attention: Robert Zimberoff, Economic Development Director

Re: Maryland Business Ready Sites Program – Site Characterization Grant
Grant Recipient: County Commissioners of Caroline County (the “**Grantee**”)
Site: Mid-Shore Regional Technology & Business Park (the “**Site**”)

Dear Mr. Zimberoff:

Congratulations on being awarded a Maryland Business Ready Sites Program (the “**MBRSP**” or the “**Program**”) site characterization grant in the amount of up to \$10,000.00 (the “**Grant**”) for fiscal year 2026.

The MBRSP was created by Executive Order of the Governor of Maryland, Wes Moore, on December 19, 2024 in order to enhance Maryland’s industrial and commercial infrastructure by identifying and improving potential development sites across the state. The Program, administered by the Maryland Economic Development Corporation (“**MEDCO**” or the “**Grantor**”), provides financial support to public and private sector applicants for the purpose of site characterization and site improvements, with the goal of making properties more attractive for business relocation, expansion, and investment. The purpose of the Grant is to assess the current development status of the Site and determine what additional steps are required to bring the Site to higher readiness levels.

Administration of the Grant and Matching Funds

The purpose of the Grant is to partially offset the cost of retaining a site development professional to evaluate the Site’s current development status and potential for future use. The Grantee is required to pay all costs in excess of \$10,000 (i.e. the Grant amount) which are incurred by MEDCO pursuant to MEDCO’s contracts with the Site Selection Consultant and the Site Engineering Consultant. As identified in the Grantee’s application, the source of such matching funds is N/A and the amount of such match is N/A. Grantee hereby certifies that such matching funds have been or will be allocated and available to be used for the purposes described herein. Total site selection and site engineering costs with respect to the Site will not exceed \$10,000.

MEDCO has contracted with Strategic Development Group, which is the third-party site development professional which will perform the Site selection analysis (the “**Site Selection Consultant**”). MEDCO will be invoiced by and will pay the Site Selection Consultant directly for the services to be provided by the Site Selection Consultant with respect to the Site.



With the prior written consent of the Grantee, MEDCO will also contract directly with one or more third-party site engineering firms to perform the Site engineering analysis (the “**Site Engineering Consultants**”). MEDCO will be invoiced by and will pay the Site Engineering Consultants directly for the services to be provided by the Site Engineering Consultants with respect to the Site.

MEDCO will invoice the Grantee for reimbursement of its portion of the costs of the services to be provided by the Site Selection Consultant and the Site Engineering Consultant (calculated as the total costs of such consultants less \$10,000). Grantee shall pay such invoice within fifteen (15) days after receipt thereof. Grant funds are not eligible to be used as reimbursement for any other studies or pre-development work not approved by MEDCO, or for any analyses that took place prior to the Grant award.

Site Characterization Process

The Site Selection Consultant and Site Engineering Consultants will: (i) evaluate the site’s existing development and infrastructure, (ii) identify any additional development required to bring the site to a higher tier level, (iii) estimate the costs of necessary improvements to the Site, and (iv) provide insight on end-use industries to target based upon the site’s size, location, and estimated utility capacity, among other factors. Upon the completion of such evaluation and characterization, the Site Selection and Site Engineering Consultants will each prepare a written report describing their findings, which will be combined into a final report distributed to the Grantee (the “**Report**”). It is estimated that the Site Selection and Site Engineering Consultants will commence such services within 60 days after the date of this agreement and that the combined Report will be shared with the Grantee within 90 days after such commencement. The Site Selection and Site Engineering Consultants will obtain and maintain, at their respective cost, commercial general liability insurance in commercially reasonable amounts, which insurance shall provide coverage against any claim for personal liability or property damage caused by such consultants or their respective agents, employees or contractors in connection with such evaluation.

With the prior written consent of the Grantee, MEDCO may publish portions of the Report to its website or to the website of the Maryland Department of Commerce or other partner organizations. MEDCO may also cite information gathered in the Report when discussing the Program.

Tier Designation

Based on the evaluation and assessment of the Site, the Site Selection Consultant will designate a Tier Level for the Site. The Tier Levels, which will be used to evaluate the progress of the Site’s development status, are as follows:

1. **Tier 1** – The Grantee is agreeable to marketing the Site for economic development purposes and allowing access to the Site for site assessment and marketing. The Site



has no established sales price, has minimal or no infrastructure, and has been subject to minimal or no due diligence.

2. **Tier 2** – The Site has a documented commitment from the Grantee to a competitive sales price and has permitted access for assessment, marketing, and improvement. The Site is intended for industrial or commercial use, but it is not zoned appropriately. Due diligence work is still in its early stages.
3. **Tier 3** – The Site is zoned for industrial or commercial development land use. The Site could have minimal or no infrastructure in place. Due diligence is complete or nearly complete. Master planning and preliminary engineering work is complete with estimated costs and timelines quantified.
4. **Tier 4** – Site infrastructure improvements are in place, or plans for their completion are active and approved by all applicable governmental authorities, such that vertical construction could occur within 12-18 months, or less. All infrastructure permit issues are identified and quantified.
5. **Tier 5** – The Site is “shovel-ready,” with all infrastructure in place, and the Site is fully permitted for development. Vertical construction can begin as soon as appropriate permits are obtained.

Reporting Requirements and Program Guidelines

For a period of three years following completion of the Report by the Site Selection Consultant and Site Engineering Consultants, the Grantee shall be required to submit written reports to MEDCO on January 1 and July 1 of each year detailing the status of the Site development, including progress on infrastructure improvements, changes to the Site’s Tier Level, and business attraction efforts. The program guidelines published by MEDCO with respect to the Program and the Grant award are attached hereto as Exhibit A and are incorporated by reference in this agreement. The Grantee shall comply with the program guidelines in all material respects.

Grantee’s Representations and Warranties

Grantee shall not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance. Grantee shall post, and cause contractors to post, in conspicuous places, notices setting forth this nondiscrimination policy.

Grantee is qualified to do business in the State of Maryland and it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified. Grantee shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations with respect to the Site and/or this agreement.



Grantee, nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies, has not: (i) been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law; (ii) been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland; nor (iii) been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.

Indemnification and Liability

To the extent permitted by law, Grantee hereby releases MEDCO from, agrees that MEDCO shall not have any liability for, and agrees to protect, indemnify, and save harmless MEDCO from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, asserted, or imposed against MEDCO, as a result of or in connection with the Grant and/or the Site, excepting any such liability caused by or arising in whole or in part from MEDCO's (i) breach of a contractual obligation owed to any third party, including, but not limited to, any Site Selection Consultant or Engineering Consultant; (ii) negligence; or (iii) willful misconduct. Grantee agrees that all monies expended by MEDCO as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorneys' fees, as set forth in preceding paragraph, shall immediately and without notice be due and payable by Grantee to MEDCO. Grantee's obligation to indemnify MEDCO shall survive the term of this Agreement.

Notwithstanding anything herein to the contrary, Grantee hereby acknowledges, agrees and accepts that any obligation of MEDCO hereunder is solely on a limited recourse basis and that MEDCO has no taxing power. Grantee agrees that it shall not have any recourse against the officers, directors or employees of MEDCO, except for criminal or intentional tortious acts, and that the officers, directors and employees of MEDCO shall not be personally liable for, or have any personal obligation in any respect for, any claim based on or in respect of any liability of MEDCO for the performance of any covenant, agreement, obligation, term or condition contained in this Agreement. Grantee further agrees that, for payment hereunder or for the performance of any other covenant, agreement, obligation, term or condition contained in this Agreement, the State and County shall have recourse solely and exclusively against MEDCO's interest in the Grant funds. Grantee further agrees that for payment hereunder or for the performance of any other covenant, agreement, obligation, term or condition contained in this Agreement, Grantee shall have no recourse against any other assets, properties or funds of MEDCO other than as provided herein, and that in no event shall MEDCO be obligated to use any of its other assets, properties or funds to make any payment or discharge any covenant, agreement, term or condition under this Agreement. Grantee further agrees that, other than as stated herein, it shall have no recourse against MEDCO and shall not seek to assert any claim or to enforce any award or judgment against MEDCO for any liability or other obligation in connection with this agreement or the transactions contemplated by this agreement, whether such claim, award, judgment, liability or obligation be asserted or based in contract or in tort or otherwise. This provision shall survive the termination or expiration of this agreement.

Miscellaneous

This agreement, and any part hereof, may be amended from time to time only by a written instrument executed by MEDCO and Grantee. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. The parties agree that this agreement may be executed by either or all parties using electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Neither the Grant funds nor this agreement may be assigned by Grantee. This agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant. This agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland without regard for any principle of conflict of laws that would require the choice of the laws of another jurisdiction.

MEDCO may desire and/or be required to disclose information about the Site, the Grant and/or the Grantee to the Maryland General Assembly or other State officials or their staff, federal government officials or their staff, or local government officials or their staff. MEDCO is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the “PIA”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the Grantee; the name, location, and description of the Site; the date and amount of financial assistance awarded by MEDCO; the terms of such financial assistance; use of funds; and the sources, amounts, and terms of other funding used to complete the Project. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by MEDCO. If Grantee believes that any of the information it has provided to MEDCO is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. MEDCO cannot guarantee non-disclosure of such information but may consider Grantee’s statement when responding to a request made pursuant to the PIA.

Again, congratulations on your Grant award. Please sign where indicated below to evidence your agreement to comply with all of the terms and conditions of this agreement.

[Signatures appear on the following page]



MARYLAND ECONOMIC DEVELOPMENT CORPORATION

By: _____
J. Thomas Sadowski, Jr.
Executive Director

GRANTEE

By: _____
Name:
Title:



EXHIBIT A

Program Guidelines

[To Be Attached]



Maryland Business Ready Sites Program Program Guidelines - FY2026

I. Purpose

The Maryland Business Ready Sites Program (MBRSP) aims to enhance Maryland's industrial and commercial infrastructure by identifying and improving potential development sites across the state. The program provides financial support to public and private sector applicants for the purpose of site characterization and site improvements, with the goal of making properties more attractive for business relocation, expansion, and investment.

The MBRSP was created on December 19, 2024 through an Executive Order of the Governor of Maryland, Wes Moore. This Executive Order sought to strengthen Maryland's business climate and catalyze more economic growth throughout the state. The program was funded by the Maryland General Assembly at the level of \$3.5 million for FY2026.

II. Program Components

There are three pillars of support available through the MBRSP:

1. Site Characterization Grant

- o **Purpose:** To assess the readiness of a potential site for industrial or commercial development. This grant covers the costs of retaining a site development professional to evaluate the site's current development status and its potential for future use.
- o **Grant Amount:** Up to \$10,000
- o **Local Match Requirement:** 1:1 total cash match from any source

2. Site Improvement Grant

- o **Purpose:** To support infrastructure development and improvements necessary to make a site competitive for industrial or commercial use. This grant supports costs associated with infrastructure upgrades, environmental remediation, and other site development needs.
- o **Grant Amount:** No maximum funding limit (based on project needs and funds availability)
- o **Local Match Requirement:** 3:1 total cash match from all sources expected for competitive applications, with preference for higher match scenarios.

3. Collaborative Marketing Support

- o **Purpose:** To assist local jurisdictions and the State with marketing sites that have received Site Characterization or Site Improvement Grants through the Maryland Business Ready Sites Program.

III. Eligibility Criteria

Eligible Sites

The Maryland Business Ready Sites Program is intended for sites, or portions thereof, that meet the following conditions:

- Are greenfield, brownfield, or redevelopment sites in a pre-development phase.
- Are a minimum of 5 acres.
- Are intended for solely industrial or commercial purposes.
 - Horizontal mixed-use is allowable if the industrial/commercial portion of the site meets all other eligibility criteria.
- Are intended to be occupied primarily by private sector companies in the following industries: *life sciences; information technology; aerospace; defense; computational biology; quantum computing, cybersecurity, and artificial intelligence; position, navigation, and timing.*
 - Jurisdiction-specific industries of focus may be eligible if the applicant provides evidence of a coordinated local strategy. Tourism and agricultural farmland will not be eligible.
- Are not forbidden from further development for the purposes described above due to any local, state, or federal statute, judicial ruling, or any standing agreement with another party.

Eligible Applicants

- **Public Sector:**
 - Counties, municipalities, and authorities thereof (including economic development authorities, redevelopment authorities, and industrial development authorities).
- **Private Sector:**
 - Private sector entities that own and/or have development rights to the land may be eligible to apply if they meet the following conditions:
 - For all grants:
 - Have a letter of support from their county and, if applicable, municipality.
 - Allow access to the site.
 - Demonstrate commitment to future or continued site improvement.
 - Demonstrate commitment to utilizing the site for business growth in high-value-added sectors.
 - For Site Improvement Grants only:
 - Provide a significant portion of the total cash match.
 - Agree to a reasonable post-improvement price per acre, developed in coordination with MBRSP, prior to application approval.
 - Agree to financial claw back provisions if the site is used for a purpose outside of MBRSP Program Guidelines.

IV. Site Characterization Grant

Objective:

To assess the current development status of the site and determine what additional steps are required to bring the site to higher readiness levels. The site will be assigned to one of the Site Tier Levels (listed in Section VI) within the Site Characterization Report.

Site Characterization Process:

1. **Site Assessment:** A licensed civil engineer or equivalent (referred to as Site Development Professional) will assess the site to:
 - o Evaluate the existing development and infrastructure, including road access, utility capacity, etc. Coordinate with the local utility provider for a Conceptual Load Study, which will be included in the report.
 - o Identify any additional development required to bring the site to higher Tier levels.
 - o Estimate the costs of necessary improvements.
 - o Provide insight on end-use industries to target based upon the site's size, location, and estimated utility capacity.
2. **Tier Designation:** Based on the assessment, the Site Development Professional will designate a Tier Level for the site. These levels will range from underdeveloped (Tier 1) to fully prepared for construction (Tier 5).

Application Requirements:

- A completed application form.
- Proof of property ownership or legal agreement to develop the site.
- Evidence of the local match.
- Letters of support from county or municipality, where applicable.

Award and Disbursement:

- The Site Characterization Grant can solely be used as reimbursement for a new third-party characterization that strictly adheres to MBRSP guidelines.
- Funds are not eligible to be used as reimbursement for any other studies or pre-development work, or for any analyses that took place prior to the grant award.
- Grants will be awarded on a rolling basis until funds are depleted for the fiscal year.
- Upon notification of grant award, MBRSP will work with the applicant to select a third-party vendor to perform the analysis.
- MEDCO will contract directly with the third-party vendor and invoice the applicant for their cash match portion of the total cost on a reimbursement basis.

V. Site Improvement Grant

Objective:

To support the development of infrastructure improvements, including environmental assessments, transportation enhancements, utility installations, and other site development tasks necessary for making the site competitive for business development.

Eligible Uses of Funds:

In selecting Site Improvement Grant awardees, the MBRSP Review Committee will seek to maximize the impact of limited program dollars. MBRSP may award funds for uses outside of this list, and it reserves the right to determine which activities of a project can utilize MBRSP funds.

- Due Diligence (Later-Stage)
 - Geotechnical engineering, final site engineering and design, grading plans, rail studies, traffic impact studies, and similar
- Environmental / Brownfields Clean-Up
 - Remediation and related activities
- Site Improvements
 - Clearing, grading, flood mitigation, drainage, signage, landscaping, and similar
- Utility Improvements
 - Extensions, upgrades, redundancy, utility easement/right-of-way acquisition, and similar
- Transportation Improvements
 - Internal roadways, pedestrian access, rail spurs and access improvements, and similar

NOTE: The MBRSP Review Committee reserves the right to award funds for uses that correspond with MBRSP's Purpose but are not specifically contained within this list, and to specify which project activities MBRSP funds may be utilized for.

Matching Funds:

A total cash match of at least 3:1 is expected for competitive applications, with preference for higher match scenarios. The match may come from both public and private sources. Previous site improvement expenditure by the applicant or a supporting party may be determined to offset a portion of the match requirement, at the discretion of the MBRSP Review Committee.

Application Requirements:

- A detailed site improvement plan, including scope of work and detailed budget.
- Proof of property ownership or legal agreement to develop the site.
- Evidence of financial commitment for the required local match.
- Letters of support from county or municipality, where applicable.
- A copy of all existing due diligence reports and studies related to the site.

Award and Disbursement:

- Site Improvement Grants will be awarded on a rolling basis and can be used to cover a wide variety of infrastructure and development needs. Funding decisions will prioritize projects based on their potential to improve the state's competitiveness for attracting businesses.
- The program will provide reimbursement for eligible costs after work is completed.

VI. Site Tier Levels

The following Site Tier Levels will be used to evaluate the progress of a site's development status:

1. **Tier 1:** Site owners are agreeable to marketing the site for economic development purposes and allowing access to the site for site assessment and marketing. The site has no established sales price, has minimal or no infrastructure, and has been subject to minimal or no due diligence.
2. **Tier 2:** Site has a documented commitment from owners to a competitive sales price and owners have permitted access for assessment, marketing, and improvement. Site is intended for industrial or commercial use, but it is not zoned appropriately. Due diligence work is still in its early stages.
3. **Tier 3:** Site is zoned for industrial or commercial development land use. Site could have minimal or no infrastructure in place. Due diligence is complete or nearly complete. Master planning and preliminary engineering work is complete with estimated costs and timelines quantified.
4. **Tier 4:** Site infrastructure improvements are in place, or plans for their completion are active and approved, such that vertical construction could occur in 12-18 months or less. All infrastructure permit issues are identified and quantified.
5. **Tier 5:** Site is "shovel-ready," with all infrastructure in place, and the site is fully permitted for development. Vertical construction can begin as soon as land disturbance permits can be obtained.

VII. Application Process

1. Application Submission:

- o Applicants must complete the MBRSP application form and submit necessary documentation via email to sites@medco-corp.com. Please include the project name, applying organization name, and grant category (Site Characterization Grant or Site Improvement Grant) in the title of the email.

2. Review Process:

- o Applications will be reviewed by MEDCO on a rolling basis, with preference for applications submitted on or before May 31, 2025.
- o For all Site Characterization Grant finalists, a remote visit will be arranged, including a PowerPoint presentation about the site and high-level discussion about potential uses.
- o For all Site Improvement Grant finalists, an in-person site visit will be arranged. This site visit must include a sit-down discussion with PowerPoint presentation and a site tour.

3. Award Notification:

- o Applicants who submit a complete application by May 31, 2025 will be notified of the outcome of their application no later than July 1, 2025.
- o Applicants who submit a complete application on June 1, 2025 or later will be notified of the outcome of the application no more than 60 days after submission.
- o Successful applicants will receive confirmation of the award amount and next steps.

4. Disbursement of Funds:

- o For all grants, MEDCO, the applicant, and the holder of the title or option to purchase will jointly execute a Grant Agreement detailing each party's responsibilities and next steps for project completion.
- o For Site Characterization Grants, MEDCO will contract directly with the agreed-upon third-party site development professional and invoice the applicant for reimbursement of their portion of the total cost.
- o For Site Improvement Grants, funding will be disbursed upon the completion of work and submission of expense documentation by the applicant to MEDCO.



VIII. Reporting and Monitoring

Approved grantees may be required to submit reports on the status of the site development, including progress on infrastructure improvements, changes to the site's Tier Level, and business attraction efforts.

IX. Contact Information

For questions or to submit applications, please contact the Maryland Economic Development Corporation (MEDCO) at sites@medco-corp.com.

These guidelines provide a framework for applicants interested in participating in the Maryland Business Ready Sites Program, and are subject to amendment. Please review all criteria thoroughly before applying.