



PROJECT MANAGEMENT AGREEMENT

THIS PROJECT MANAGEMENT AGREEMENT (the "Agreement") is entered into and effective as of this 27th day of March 2019 (the "Effective Date"), by and between Town of Brooklyn ("Owner") a Connecticut Corporation with administrative offices at 4 Wolf Den Rd, Brooklyn, CT 06234 and CSW LLC ("Project Manager"), a Connecticut limited liability company with offices at 20 Church Street, Hartford, CT 06103. Each of Owner and Project Manager is sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties."

INTRODUCTION

A. The Owner intends to develop, implement and retain ownership of the Projects, per Exhibit B ("Project Details")

B. The Project Manager has special expertise and experience in helping property and business owners and other stakeholders meet or exceed project objectives and succeed in reaching their energy goals.

C. The Owner hereby retains the Project Manager to provide comprehensive services in the organization, coordination, and management of the engineering, procurement, construction, commissioning, and operation of each Project.

D. In consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, the Parties agree as follows:

SCOPE OF WORK

Owner retains Project Manager to perform the services specified in this Agreement (the "Work") in an expeditious and economical manner at the highest standards of Project Manager's profession to further the Owner's interests. The Work described herein pertains only to each Project, and the Project Manager will assist and oversee the furnishment of all labor, services, materials and equipment required to complete the Work using Project Manager's commercially reasonable efforts, skill, judgment, and abilities in accordance with this Agreement.

Project Manager will perform the Work set forth in this section in conjunction with the Owner and the project team (the "Project Team"). The Project Team includes:

1. The engineer(s) (the "Engineer"), which means, as appropriate for the Project, the licensed, professional engineer(s) who prepares the plans and specifications, or such other design and design-related professionals.
2. The contractor(s) (the "Contractor"), which means the solar and/or electrical contractor(s) with whom the Owner will contract with to construct the Project and the general contractor's subcontractors, suppliers, and materialmen.



3. The consultant(s) (the "Consultants"), which means other consultants and professionals that perform services necessary for the development and implementation of each Project.

Project Manager shall perform the Work in compliance with all applicable federal, state and local laws, regulations, and codes ("The Laws"). Owner's scope of work will be performed in the following phases:

PHASE I.
DUE DILIGENCE & DEVELOPMENT

- A. Coordinate and manage relationships with funding sources for each Project.
- B. Review information relevant to each Project, including predesign studies, preliminary site plans, proposed project drawings, secured ZRECs and affiliated system sizes.
- C. Review and analyze the Owner's historical electric consumption, contracts and costs for each Project site.
- D. Generate preliminary system designs with electricity production estimates and review with Owner to determine the most valuable design specifications.
- E. Provide forecasted annual and lifetime ZREC revenue and electric savings projections for each Project.
- F. Furnish a budget for each Project (the "Project Budget") based on a preliminary estimate of Project costs, which Project Manager shall update from time to time with increased detail as the design of each Project progresses.
- G. Prepare and submit to Owner a preliminary estimated schedule for completion of the design and construction of each Project, including, without limitation, the various major activities to be undertaken in connection with the Project and the approximate timing of the commencement and completion of such activities, which Project Manager shall monitor and revise from time to time (the "Project Schedule").
- H. Perform a survey of each Project site and outline the possible types of installations with options for major system components, such as modules, inverters, solar mounting (racking), solar monitoring equipment and rapid shutdown devices.
- I. Gather and organize existing engineering plans for each Project site. Determine if the available documents are sufficient for the design of each Project and propose potential cost impact from any insufficiencies pertaining to the existing documents.
- J. Outline each Project schedule, budget and major Project milestones to review with the Owner.
- K. Consult and advise Owner on the bid-design-build process for each Project.



PHASE II.
RFP ADMINISTRATION

- L. Draft construction scope for an RFP to solicit a Contractor, facilitate pre-bid walkthroughs, and review RFP responses to recommend an awardee.
- M. Lead the process of identifying, qualifying, soliciting proposals from, selecting, and negotiating contracts with Contractors and Consultants to complete each Project. Owner shall select, hire and pay the all Project Team parties with the consultation and advice of the Project Manager.
- N. Develop competitive bidding or proposal procedures and requirements and shall prepare the bid documents, which shall consist of, among other things, the construction documents, and invitation and instructions to bidders or requests for proposals.
- O. Conduct pre-bid conferences to familiarize bidders with the bid documents, the Project sites and any special or unique systems, materials or methods.
- P. Answer any technical questions from the bidders and provide additional information requested by bidders that is necessary to enhance the value of the bids to Owner.
- Q. Provide recommendations regarding each Contractor's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to same.
- R. Review and corroborate the bids, evaluate the totality of the bids and bidders, prepare a comparison analysis, and make recommendations to Owner for awarding the contract(s).
- S. Assist the Owner and its legal Consultant with contract review and negotiations.

PHASE III.
DESIGN & PERMITTING

- A. Provide leadership to the Project Team on all matters relating to the planning, design, governmental approvals, and other activities necessary to commence construction of the Project.
- B. Perform kick-off meeting with awarded Contractor.
- C. Assist the Engineer with any troubleshooting of design related issues.
- D. Audit and review the Engineer's plans and specifications and assess the integrity of each Project insofar as it meets the Owner's expectations for safety, function and performance.
- E. Review Contractor schedule for project milestones.



- F. Review the plans and specifications and major system components with the Owner to ensure expectations and standards are met, as well as to review any potential impact to each Project site.
- G. Make introduction between Contractor and any roof manufacturer warranty holders to ensure warranties remain in effect after installation for each Project.
- H. Monitor contractor submissions of utility interconnection and municipal permit applications and update any impact to each respective Project Schedule or Budget.
- I. Assist the Engineer, Contractor, and/or Owner in obtaining the necessary building permits and other necessary approvals to commence construction of each Project.
- J. Represent the Owner at meetings of the applicable governmental entities.

PHASE IV.
CONSTRUCTION

- A. Review the Contractor's site logistics plans, staging areas, and plans for the performance of the applicable work, showing the use of driveways, parking lots and sidewalks.
- B. Coordinate site mobilization, material staging and any necessary facility shutdowns.
- C. Establish weekly construction meetings, perform on-site visits, make observations regarding quality, photograph progress and provide minutes.
- D. Advise the Owner on issues including construction costs, scheduling, and change orders
- E. Review, assist and advise Owner concerning the necessity for, scope of and recommended cost of change orders.
- F. Revise the final Project Budget and/or Project Schedule to reflect approved change orders.
- G. Review applications for payment by the Project Team and make written recommendations to Owner concerning payment. Project Manager's recommendations for payment shall constitute a representation to the Owner that, to the best of the Project Manager's knowledge, information, and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Contract Documents.
- H. Oversee the Engineer's review and approval of shop drawings, product data sheets and other submittals by Contractor.
- I. Notify Owner if Project Manager becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents.
- J. With the written authorization of Owner, Project Manager shall reject work which does not conform to the requirements of the applicable contract documents.



- K. Promptly inform the Owner if the Project Manager becomes aware of any security concerns and/or unsafe conditions.
- L. Consult with Owner in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

PHASE V.
PROJECT CLOSEOUT

- A. Attend on-site review of the Project to confirm Substantial and Final completion of the construction of the Project and notify Owner when Project Manager believes the work under a Project construction contract is substantially complete and that a punch list should be prepared by the Engineer.
- B. Review Engineer's punch list that identifies any items which require completion, installation, correction or repair. Coordinate with Engineer and Contractor for close-out of punch list items.
- C. Schedule project walkthroughs, and monitor completion of punch list items
- D. Coordinate with Owner for grants, rebates, and other funding entity requirements
- E. Obtain "as-built" drawings from Contractor after the final completion of each Project.
- F. Ensure Contractor performs module string testing, megger testing and other start-up procedures as outlined in the scope of work.
- G. Monitor and observe witness testing which was coordinated by Contractor and performed by the local utility company. Insure Projects receive contingent approval from local utility company allowing their operation.
- H. Confirm Contractor installed monitoring equipment is showing real-time production data, is accessible to the Owner and kiosks, if applicable, are operational.
- I. Complete the final close-out of the Project by:
 - (1) Assisting the Owner in obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to each Project construction contracts,
 - (2) Assisting the Owner in obtaining all affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project,
 - (3) Analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the Contractors.
 - (4) Providing reasonable support to help resolve claims that Owner may assert against any Contractors.



- (5) Representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.
- J. Review commissioning reports provided by the Engineer to confirm each system is performing as designed.
- K. Assist the Owner in funding close-out.
- L. Ensure the Contractor has properly registered each Projects' ZREC through NEPOOL GIS and Eversource. Assist the owner in the review of the required affiliated documents for completeness.

Additional Services Provided by Project Manager

In addition to the specific responsibilities outlined above and in the Exhibits hereto, the Project Manager will observe the progress and quality of the work being completed and will use commercially reasonable efforts to determine if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the plans and specifications. The observation and approval of the work by the Project Manager shall not relieve the Contractor(s) and their respective subcontractors from their responsibility to the Owner to properly perform their work. Should a Project require immediate decision without the ability to obtain Owner's prior approval, the Project Manager shall have limited authority to act on behalf of the Owner with respect to each Project. As such, correspondence will be made to the Owner for final approval on a decision that is made by the Project Manager without prior review and approval from the Owner.

If elected by Owner, Project Manager shall provide consult and provide Owner with separate asset management and system maintenance contracting options. A fee for this service will be discussed at a later date.

Services Not Provided by Project Manager

Nothing contained in this Agreement shall create any obligation or contractual relationship between the Project Manager and any third party, including without limitation any other member of the Project Team. Notwithstanding anything in this Agreement to the contrary, the Owner acknowledges that the Project Manager:

- a) Does not represent itself as a provider of any legal or accounting services and shall not provide such services to the Owner.
- b) Will not be signatory to any contracts or legal agreements with the Project Team or other service providers to the Owner.

Changes to the Work Provided by Project Manager.

Owner requires written approval by the Project Manager in order to modify the Work. To avoid delay in the Project, upon receipt of an Owner-requested change in the Work, the Project



Manager shall promptly proceed with the change in Work. If the Project Manager believes it is entitled to additional compensation for the change in Work, the Project Manager shall promptly notify the Owner in writing. Any change in Project Manager's compensation shall be made by a written agreement signed by both Parties.

Owner's Rights and Responsibilities.

A. General.

The Owner agrees that it will:

- a. Provide information regarding its design and construction requirements for each Project to the Project Manager, in a timely fashion.
- b. Designate an individual who shall have the authority to render decisions on Owner's behalf ("Owner's Contact"). The Owner may change Owner's Contact from time to time by written notice to the Project Manager.
- c. Assist and cooperate with the Project Manager during the Term of this Agreement, including providing all pertinent information required by the Project Manager to perform the Work.
- d. Rely on professionals other than the Project Manager for legal, accounting, engineering and other services related to the Project, as are required by the Laws, and/or as the Owner deems necessary and appropriate.
- e. Directly enter into contracts with Engineers, Contractors, Consultants and other service providers necessary for the completion of the Project.
- f. Maintain builder's risk and property insurance for the Project as of the Effective Date through the date of the Project's Final Completion.

B. Payment.

The consideration for all Work performed or supplied by Project Manager under this Agreement shall be paid by Owner as set forth below and detailed further in Exhibit A ("Payment Schedule"). The Owner shall pay the Project Manager for performance of this Agreement as follows:

- (i) A fixed fee of \$38,875 per Project, for a total fee of \$77,750. The Project Manager Fee covers all work done by the Project Manager during the Discovery & Project Development, Design & Engineering, Solicitation for Construction, Procurement, Pre-Construction, Construction, and Close-Out & Commissioning phases of the Project.
- (ii) The Owner will make all payments immediately upon receipt of written confirmation from Project Manager with Milestone Reports, as well as upon receipt of revenue generated by the Project.



(iii)The Project Manager reserves the right to cease all Work activities should payments extend beyond 30 days past due.

This Agreement shall obligate the Owner to pay \$7,775 upon execution and payment(s) for work completed under Phase I of this Agreement.

The work scope and payment for Phase II of this Agreement shall be vested upon authorization granted by a Town Meeting Approval by Brooklyn residents.

The work scope and payment for Phases III, IV and V of this Agreement shall be vested upon approval by Brooklyn residents at a Town Meeting to advance each Project and authorize bond financing to fund the improvements.

Insurance.

As between the Parties hereto, the Owner shall bear all of the risk of loss of the Project and/or Property. The Owner, at its own expense shall provide any property liability and builder's risk insurance.

The Project Manager shall assist Owner in assuring that independent contractors, subcontractors, and suppliers all fully provide general liability, workman's compensation and auto insurance.

Project Manager will assist Owner in obtaining copies of such insurance certificates, and both the Owner and Project Manager shall be named as additional insureds on such general liability policies.

The Parties will ensure that they collect and forward to each other proof of insurance certificates from all subcontractors and vendors for the Project.

Owner's Waiver of Subrogation Rights.

The Project Manager shall not be liable to the Owner for losses arising out of damage to or destruction of the Project, Property, or other real or personal property of the Owner, when such loss is caused by any of the perils that are or could be included within or insured against by property liability insurance with extended coverage and builder's risk insurance. All such claims for all loss, however caused, hereby are waived.

Fees payable under this Agreement have been fixed in contemplation that each Party shall fully provide its own insurance protection at its own expense, and that each Party shall look to its respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any Party to this Agreement. Both Parties shall give notice to their respective insurance carriers of this provision. The Owner shall require that the Project Team and their subcontractors, agents, and



respective employees each have in place by written agreement similar waivers in favor of the Owner and Project Manager.

Mutual Indemnification and Hold Harmless.

- i) To the fullest extent permitted by law the Project Manager shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the services provided hereunder by the Project Manager, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Project Manager or anyone for whose acts Project Manager may be liable.
- ii) To the fullest extent permitted by law the Owner shall indemnify and hold harmless the Project Manager and its agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner other than the Project Manager, or anyone else for whose acts the Owner may be liable.
- iii) Notwithstanding anything herein to the contrary, Project Manager shall not be liable for any error in judgement or any mistake of fact or law, or for anything that the Project Manager may do or refrain from doing, except in cases of willful misconduct or gross negligence.
- iv) The Project Manager and the Owner waive claims against each other for consequential damages incurred:
 - (1) By the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - (2) By the Project Manager for principal office expenses, compensation of personnel, for losses of business and reputation, and for loss of profit except anticipated profit arising directly from the performance under this Agreement.

Term.

This Agreement will commence on the Effective Date and will expire following the fulfillment of all obligations of the Parties hereunder, unless terminated earlier pursuant to the terms of this Agreement (the "Term"). Project Manager shall have a continuing obligation, after the Term, to comply with any provision of this Agreement intended for Owner's protection or benefit, which is stated to survive the completion, expiration or termination of this Agreement. Owner



understands that no work should begin under this agreement until all required signatures on this Agreement have been obtained and the down payment (“Milestone 1”) has been made in full.
Assignment.

Neither Party may assign any rights or delegate any duties hereunder without the express prior written consent of the other Party, which shall not be unreasonably withheld by either Party.

Governing Law.

The laws of the State of Connecticut shall govern all questions and interpretations concerning the validity and construction of this contract and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within Windham County, State of Connecticut. Litigation, however, in the federal courts involving the Parties herein will be in the appropriate federal court within the State of Connecticut. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will not be affected and shall remain in full force and effect. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

Attorney’s Fees and Costs.

In the event of any litigation arising out of breach or claimed breach of this Agreement, the prevailing Party shall be entitled to recover from the other all reasonable costs and expenses incurred in connection herewith, including reasonable attorneys’ fees, reasonable expert fees and costs.

Notices.

Any notice or demand required to be given or made by a party hereto under the terms of this Agreement or pursuant to any statute or ordinance shall be in writing and shall be sent registered or certified mail to the respective address indicated below:

To the Owner:

Town of Brooklyn
4 Wolf Den Road
Brooklyn, CT 06234

To the Project Manager:

Attn: Allen Sabins
CSW
20 Church Street
Hartford, CT 06103



Suspension or Termination.

Either Party may suspend or terminate this Agreement upon sixty (60) days written notice to the other Party. Upon suspension or termination, the Owner shall compensate the Project Manager for all Work performed up to the date of suspension/termination; and the Project Manager shall provide to the Owner all Work product completed prior to the date of suspension/termination. Should this Agreement be terminated prior to the commencement of construction of the Project, the Owner shall pay the Project Manager for the Work performed, and any payments made by Owner to Project Manager shall be non-refundable. Should this Agreement be terminated after commencement of construction on the Project, the Owner shall pay the Project Manager the entire Project Manager Fee.

Confidentiality.

Certain confidential and proprietary information will necessarily be exchanged during and after the Term of this Agreement. By executing this Agreement, the Parties agree to hold in strict privacy all such confidential information, including, without limitation, contracts, terms, financial information, design, sources and plans, among others, except to the extent required to communicate with employees, lenders, and similar advisors and in response to legal requests from government agencies and courts of law.

Non-Disclosure.

Neither Party shall make any public disclosure nor media releases regarding this Project, including its existence, without first securing written approval from the other Party.

Non-Solicitation.

During the period of performance of this Agreement, and for a period of two (2) years thereafter, the Owner shall not, directly or indirectly, solicit or encourage any employee of the Project Manager to leave the Project Manager or solicit or engage the services of any employee of the Project Manager. During the period of performance of this Agreement and for a period of two (2) years thereafter, the Owner shall not hire any employee who has left the employ of the Project Manager during this Agreement or such two-year period.

Independent Contractor.

The relationship between the Owner and Project Manager shall be solely that of client and independent contractor. No agent, employee, partner, or servant of the Project Manager shall be or shall be deemed to be an agent, employee, partner, or servant of the Owner. This Agreement shall not be deemed or construed as a partnership or a joint venture. Neither the



Owner nor the Project Manager shall have the authority to bind the other to any obligations and shall not be liable for any obligations of the other, except to the extent specifically stated in this Agreement.

Intellectual Property Rights.

All copyrights, trademarks, patents, or any similar registered or other allowable intellectual property rights arising before, during, or after the period of this Agreement created by the Project Manager shall be and at all times shall remain the sole property of the Project Manager and ownership of and rights in such property shall not be affected in any way by the consulting services provided by the Project Manager, or by the association of the Project Manager with the Owner.

Entire Agreement.

This Agreement contains the entire understanding between and among the Parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. Nothing expressed or implied in this Agreement shall be construed to convey any legal or equitable rights, benefits, remedies, or claims upon any person other than the Parties to this Agreement. This Agreement is intended for the sole and exclusive benefit of the Owner and the Project Manager.

Counterparties and Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. A facsimile signature will constitute an original and binding signature of a Party.

[Signature Page Follows.]



IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered, intending to be legally bound hereby, as of the Effective Date.

OWNER:

TOWN OF BROOKLYN

By: Richard Ives
Name: Richard Ives
Title: Kt Selectman

PROJECT MANAGER:

CSW LLC

By: Allen Sabins
Name: Allen Sabins
Title: Managing Partner



EXHIBIT A
Payment Schedule

Owner shall pay Project Manager a fixed fee of \$38,750 per Project, for a total fee of \$77,750 (the "Project Manager Fee").

The Project Manager Fee payments will be based on milestone achievements ("Milestones"), detailed below. Owner will pay each payment due within 30 days of Owner's Receipt and Confirmation of Milestone Reports from Project Manager.

Execution of Project Management Agreement

Amount: \$7,775

Paid upon execution of this Agreement.

Completion of Phase I

Amount: \$12,150

Paid upon completion of Phase I, Due Diligence & Development.

Completion of Phase II

Amount: \$26,750

Paid upon completion of Phase II, RFP Administration.

Completion of Phase III

Amount: \$11,650

Paid upon completion of Phase III, Design & Permitting.

Completion of Phase IV

Amount: \$11,650

Paid upon completion of Phase IV, Construction.

Completion of Phase V

Amount: \$7,775

Paid upon completion of Phase V, Close-out.

EXHIBIT B
Project Details



Project Information:

Project ID: Brooklyn Solar Project A
Project Name: Brooklyn Middle School
Project Address: 119 Gorman Rd, Brooklyn, CT 06234

Solar Project Information:

Forecasted Project Size: 249 kW-AC
Installation Type: Roof mounted
Roof Manufacturer: TBD
Equipment Specifications: PV Modules – TBD
Inverters – TBD
Racking – TBD
Monitoring – TBD

Warranties: Minimum anticipated warranties are:
Materials & Workmanship – 1-Year warranty from Contractor
PV Modules – Standard, typically 25-Year manufacturer's performance warranty
Inverters – Standard, typically 10-Year manufacturer's product warranty
Racking – Standard, typically 10-Year manufacturer's product warranty

Solar Project Third-Party Information:

Utility Company: Eversource
Interconnection Applicant: Town of Brooklyn
Local Incentives: Eversource ZREC
Local Incentive Status: TBD
Contractor Permits: Building & Electrical
Project Funding: Town Appropriated Funds
CT Department of Administrative Services (DAS)
Office of School Construction Grants & Review (OSCG&R)

Project Information:

Project ID: Brooklyn Solar Project B
Project Name: Brooklyn Elementary School



Project Address: 119 Gorman Rd, Brooklyn, CT 06234

Solar Project Information:

Forecasted Project Size: 249 kW-AC
Installation Type: Roof mounted
Roof Manufacturer: TBD
Equipment Specifications: PV Modules – TBD
Inverters – TBD
Racking – TBD
Monitoring –TBD

Warranties: Minimum anticipated warranties are:
Materials & Workmanship – 1-Year warranty from Contractor
PV Modules – Standard, typically 25-Year manufacturer's performance warranty
Inverters – Standard, typically 10-Year manufacturer's product warranty
Racking – Standard, typically 10-Year manufacturer's product warranty

Solar Project Third-Party Information:

Utility Company: Eversource
Interconnection Applicant: Town of Brooklyn
Local Incentives: Eversource ZREC
Local Incentive Status:
Contractor Permits: Building & Electrical
Project Funding: Town Appropriated Funds
CT Department of Administrative Services (DAS)
Office of School Construction Grants & Review (OSCG&R)