

**AMENDMENT NO. 2  
TO AGREEMENT NO. WG049  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
HERNANDO COUNTY**

This Amendment to Agreement No. WG049 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Hernando County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Septic to Sewer Conversion for District A Phase 1 and 2 (Project), effective August 25, 2022; and,

WHEREAS, \$13,394,309.95 in additional funding for this Project is provided under Line Item 1741 of the 2024-2025 General Appropriations Act and,

WHEREAS, \$4,940,690.05 in additional funding for this Project is provided under Line Item 1732 of the 2024-2025 General Appropriations Act; and the total funding for this Agreement is now \$30,585,000.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1741 of the 2024-2025 General Appropriations Act begins on July 1, 2024; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1732 of the 2024-2025 General Appropriations Act begins on July 1, 2024; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the Project; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to October 31, 2029. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$30,585,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	Fed WWG, Section 152, FY21-22, WPSPTF	\$931,264.65
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Rivers Springs Coast, GAA LI 1641C, FY 20-21, GR	\$2,538,662.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1634, FY 20-21, LATF	\$961,338.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	WQIG, GAA LI 1712, FY 23-24, WPSPTF	\$1,543,735.35
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	WWG, Section 273, FY 24-25, WPSPTF	\$6,275,000.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	WQIG, GAA LI 1741, FY 24-25, WPSPTF	\$13,394,309.95
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1732, FY 24-25, GR	\$4,940,690.05
	<input checked="" type="checkbox"/> Grantee Match		\$1,944,490.00
<b>Total Amount of Funding + Grantee Match, if any:</b>			<b>\$ 32,529,490.00</b>

3. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.
4. Attachment 5-2, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-3, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-3, Revised Special Audit Requirements.
5. Attachment 8, Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds Agreements, is hereby deleted in its entirety.
6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

HERNANDO COUNTY

By:



Authorized Signature

Jerry Campbell, Chairman

Print Name and Title

Date: 1-13-2026

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: Melissa Tartaglia  
County Attorney's Office

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By:

Secretary or Designee

Angela Knecht, Division Director

Print Name and Title

Date:

Kyleigh Revis, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-3	Revised Grant Work Plan
Attachment	5-3	Revised Special Audit Requirements

**ATTACHMENT 3-3  
REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Septic to Sewer Conversion for District A Phase 1 and 2

**PROJECT LOCATION:** The Project will be located in the community of Spring Hill within Hernando County; Lat/Long (28.5193, -82.5571).

**PROJECT BACKGROUND:** Weeki Wachee Springs and River have been identified as impaired by high nitrate from numerous sources, including septic systems. A Basin Management Action Plan (BMAP) was established, including a priority focus area (PFA). A Septic to Sewer Conversion study was completed for the area in 2016. Areas were identified as appropriate for enhanced onsite treatment and disposal systems. Other areas were identified as better served by central sewer systems. District A is the closest to the spring and river and will have the most immediate impact in reducing nitrogen in upstream groundwater.

**PROJECT DESCRIPTION:** Hernando County (Grantee) will construct a new sewer system to convert septic systems to centralized sewer. During Phase 1 project management and preconstruction activities will be completed for sewer shed areas 2, 5 and 6, which include residential and commercial properties, and those currently undeveloped. Once designed the Grantee will construct a sewer system that will accommodate for approximately 487 individual connections.

The Grantee will also begin the design of District A Phase 2, which will accommodate approximately 394 individual connections within the area once constructed.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$750,000 from the Southwest Florida Water Management District. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

**Task 1: Commitment to Basin Management Action Plan (BMAP)**

**Deliverables:** The Grantee will submit an official letter to the Department's Division of Environmental Assessment and Restoration indicating its commitment to completing this project and requesting this project be included in the Weeki Wachee BMAP.

**Documentation:** The Grantee will submit a signed copy of this letter to the Department's Grant Manager.

**Performance Standard:** The Department's Grant Manager will review the copy of the letter to ensure it indicates the Grantee's commitment to completing this project and contains a request for this project to be included in the appropriate BMAP. Approval of the documentation will be indicated by written acceptance by the Department's Grant Manager.

**Payment Request Schedule:** There is no reimbursement specifically for this task.

## **Task 2: Preconstruction Activities**

**Deliverables:** The Grantee will complete the design of Septic to Sewer Conversion for District A Phase 1 and 2 and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

## **Task 3: Construction**

**Deliverables:** The Grantee will construct Septic to Sewer Conversion for District A Phase 1 in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information. Pursuant to section 381.00655, Florida Statutes, for any parcels for which sewer was made available, but for which connection has not yet been made, the Grantee will notify in writing owners of such parcels that the system is available for connection and that they must connect to the installed sewer system within 365 days of such written notification.

**Documentation:** The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 2) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted; and 3) one copy of a notification letter and a signed statement by the grant manager that notifications to all parcels for which sewer is available, but not yet connected, was sent. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

#### **Task 4: Project Management**

**Deliverables:** The Grantee will provide project management services related to Septic to Sewer Conversion for District A Phase 1, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Commitment to Basin Management Action Plan (BMAP)	No-Cost Deliverable	\$0	\$0	07/01/2022	12/31/2023
2	Preconstruction Activities	Contractual Services	\$2,805,000	\$665,000	07/01/2022	10/31/2028
		Miscellaneous / Other Expenses	\$30,000	\$0		
3	Construction	Contractual Services	\$26,164,613	\$1,279,490	07/01/2022	04/30/2029
4	Project Management	Contractual Services	\$1,585,387	\$0	07/01/2022	04/30/2029
		<b>Total:</b>	<b>\$30,585,000</b>	<b>\$1,944,490</b>		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Revised Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5-3**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us>Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

**Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

<b>Federal Program A</b>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
Original Agreement	Department of Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds - Section 152, FY21-22, WPSPTF	\$2,475,000.00	145110
Original Agreement	Department of Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds - Section 152, FY21-22	\$6,275,000.00	085180
Change Order 1	Department of Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds - Section 152, FY21-22, WPSPTF	\$4,731,264.65	145110
Change Order 1	Department of Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	(-\$6,275,000.00)	085180
Amendment 1	Department of Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds - Section 152, FY21-22, WPSPTF	(-\$6,275,000.00)	145110
<b>Federal Program B</b>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>

*Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services or purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services or purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

**Attachment 5-3, Exhibit 1**

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State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**Attachment 5-3, Exhibit 1**

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*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**Attachment 5-3, Exhibit 1**

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