

## **FRANKLIN COUNTY COMMISSIONERS MEETING AGENDA**

**LOCATION:** Franklin County Commissioners Conference Room 2<sup>nd</sup> Floor

**DATE AND TIME:** May 7, 2024 @ 3:30 P.M.

**The Franklin County Commissioners' meetings are open to the public.** This meeting is also available virtually via [Video Conferencing, Cloud Phone, Webinars, Chat, Virtual Events | Zoom](#). Here is the meeting ID# 492 510 0482 passcode 030621.

**APPOINTMENTS: None**

**NEW BUSINESS:**

- 1. Clerk's Report**
- 2. Treasurer's Report**
- 3. FY2025 Budget**
- 4. Sheriff's Buildings – Heat**
- 5. Transition to Nationwide Authorizations**
- 6. ARPA Interest at Franklin Savings Bank**
- 7. Large Animal Signage and Highway Rehabilitation**

**OLD BUSINESS:**

**MISCELLANEOUS:**

**WARRANTS: County AP, UT, TIF and ARPA**

**Executive Session 1 MRSA 405 (6) (A) Personnel Matter: Interview Road Supervisor**

**Executive Session 1 MRSA 405 (6) (A) Personnel Matter: Jail Disciplinary Matter**

**ADJOURNMENT:**

## **County Commissioner's Meeting**

### **Agenda Discussion and Analysis**

**May 7, 2024**

#### **Appointments: None**

#### **Agenda Item: Clerk's Report**

**Comments:** Minutes from the April 19, 2024, meeting

- DOT sent the County the Madrid Bridge inspection reports, they were emailed to the Commissioners, and put in the flower folder.
- We meet with FEMA on Wednesday to hopefully finish both May and December disaster events.
- Gerald Maccione was hired as a part time reserve deputy for the Sheriff Office.
- The Axelson vs. Rangeley Plantation Abatement hearing will be heard at the Commissioner's Meeting on May 21, 2024.
- Workforce Housing in the Kingfield/Carrabassett area has submitted an update on their workforce housing effort.
- The Town of Rangeley has agreed to pay the County at an overtime rate to cover shifts for the Town of Rangeley. I have enclosed the agreement in your packet.
- Kennebec Behavioral Services sent a request for donation for Mental Health Challenges, the letter is enclosed in your packet.
- The Board of Correction Annual Reports for 2022 and 2023 were emailed out to you last month, copies of them are in the flower folder for you to review further.
- Bids for the New Emergency Operations Center were due back May 3, 2024, and we hope they will be ready for approval the week of May 13, 2024.

**Recommended:** Motion to approve and sign the Minutes from April 16, 2024.

#### **Treasurer's Report:**

#### **Fiscal Year 2025 Budget**

**Comments:** The Budget Committee voted out the FY25 Budget on April 25<sup>th</sup>, please review the budget changes from that vote that are enclosed in your packet. The differences are in the COLA for the Non-union, 4% instead of 3%, Probate cross training went from 3 months to 6 months, and some of the nonprofit amounts have changed.



Last week we received notice from the DOL that the minimum wage for exempt (Salary) employees goes from \$43,888 in July 2024 to \$58,656 on January 1, 2025. This affects several of our non-union employees, and our salary structure and placement on it becomes problematic. I have suggested that we add \$100,000 to the Longevity/Salary Line, so the County can develop a strategy to address this before January 2025.

**Recommendation:** Go through each budget and approve

### **Sheriff's Building Heating System**

**Comments:** The Sheriff's Office furnace has a cracked boiler and is emitting CO2. Franklin Home Services did the inspection of the furnace and determined it is not safe. They gave us a quote of \$12,000 to replace the furnace. I ask Nick to get a quote for heat pumps from Dave's World, the vendor that installed the units in the Courthouse. Their quote is \$3,165.89 for the unit, which includes labor, materials and permits required to complete installation, along with a warranty cost of \$2,550 for a 12-year warranty. This is a much cheaper option, and we could use it in a different location if the County chooses not to heat the building after they move to the new building.

**Recommendation:** Motion to authorize the County Administrator to sign the proposal with Daves World for \$3,165.89.

### **Transition to Nationwide Retirement Authorizations.**

**Comments:** The County voted to move our 457/401A retirement funds to Nationwide in February 2024. However, at that time no authorization was given to sign the various documents for this transition to occur. Nationwide has presented the County with a Deconversion Transfer Request Form to sign, along with other documents, included in the packet. It would be best if the Commissioner's give authorization to either the Chair or the County Administrator to sign on behalf of the County to make the retirement transition to Nationwide from Empower.

**Recommendations:** Motion to Authorize County Administrator/Commissioner Harvell to sign the retirement transitional documents for the County.

### **ARPA Interest at FSB**

**Comments:** Enclosed is the Treasurer's document to outline her wish to separate ARPA Interest from the balance and move it to the County Operating Fund at Androscoggin Bank.

**Recommendations:** Do not move the funds, money will be spent soon on the building of the new EOC. We will accrue monthly wire fees if we do this.

**Large Animal Signage and Highway Rehabilitation from DOT**

**Comments:** DOT sent out this agreement as they do to all abutters of projects and asked the Commissioners to sign, it will not have any effect on the one County Road in this area....

**Recommendation:** Motion to sign Agreement

**Additional Commissioner’s Meeting on May 14, 2024**

**Comments:** We would like to have an additional meeting to discuss the bids for the EOC building, discuss finding for the EOC building and if the budget is passed, commit the Municipal Taxes for 2024-2025, along with potential additional items.

**Recommendation:** Motion to hold Commission’s Meeting on May 21, 2024

## SERVICES MEMORANDUM OF AGREEMENT

This Services Memorandum of Agreement ("MOA") is entered into by and between the Town of Rangeley, Maine (the "Town") and Franklin County, Maine and the Franklin County Sheriff's Office (together, the "County") as of the date last indicated below.

WHEREAS, due to the departure of several members of its police department, the Town lacks a sufficient number of police officers to cover patrol shifts and other law enforcement functions;

WHEREAS, the County has indicated that it has adequate staffing and is willing to provide Sheriff's Deputies to provide law enforcement coverage for the Town in return for the Town's payment of overtime wages for affected Sheriff's Deputies;

WHEREAS, the Town and County desire to enter into an agreement to permit the Sheriff's Deputies to provide these services to address the Town's temporary staffing shortfalls;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Town and County agree as follows:

1. **Services:** In consultation with the Town, the County shall make available Sheriff's Deputies to cover the scheduled shifts of the Town's police officers and perform the law enforcement and related administrative duties required of Town police officers (the "Services"). The Services shall be provided on an as-needed basis determined by the Town and based on the availability of Sheriff's Deputies. The County shall remain the sole employer of all Sheriff's Deputies assigned to the Town for all purposes, including without limitation, pay, benefits, and workers' compensation and other liability coverages. While performing the Services for the Town, the Sheriff's Deputies shall be considered agents of the Town solely for the purposes of statutory authorization to enforce relevant laws, ordinances, and regulations and other administrative functions. The Town shall provide Sheriff's Deputies assigned to it with reasonable access to Town buildings and equipment, as necessary for the performance of the Services.
2. **Duration: Termination:** This MOA shall continue in force and effect for a period of ninety (90) days from the date last executed and shall thereafter be automatically renewed for consecutive thirty (30) day periods until terminated in accordance with this section. The Town or County may terminate this MOA by providing written notice to the other at least thirty (30) days in advance of the desired date of termination or earlier by written agreement the parties.
3. **Allocation of Costs:** For the duration of this MOA, the Town shall pay to the County the amount of wages owed to the assigned Sheriff's Deputies for the time spent providing the Services to the Town. The wages owed to the Sheriff's Deputies and County shall be calculated on the same basis as hourly overtime wages owed to the Sheriff's Deputies in accordance with the applicable collective bargaining or employment agreement with the County. The County shall provide the Town with an invoice or billing statement indicating the number of hours worked by each assigned Sheriff's Deputy and a calculation of the respective amount of wages owed at least every thirty (30) days for the

duration of this MOA. The Town shall pay the wages owed to the County within fifteen (15) days of receipt of any invoice or billing statement.

4. **Indemnity:** The Town agrees to indemnify, defend, and save harmless the County and its officers, agents, and employees in their public and individual capacities from any and all claims, damages, losses and expenses, including attorney's fees, and defense thereof accruing or arising from or out of the assigned Sheriff's Deputies' performance of the Services for the Town except to the extent the same are the result of negligence or willful misconduct. This MOA is in no way intended to waive or alter any applicable provisions of the Maine Tort Claims Act, as it applies to the Town or the County, or other applicable legal protections or immunities.
5. **Amendment; Waiver:** This MOA may not be amended and no rights, duties or obligations contained herein deemed waived, except by written agreement executed by the parties.
6. **Severability:** Should any provision of this MOA be adjudged invalid, illegal or unenforceable, the remainder of this MOA shall remain unaffected and the parties agree to meet and negotiate a new clause or provision.
7. **Entire Agreement:** This MOA represents the entire agreement between the Town and County and supersedes and replaces any prior agreements and understandings with respect to the Services described, whether verbal or written.
8. **Counterparts:** This MOA may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signature Page Follows]


Acknowledged:

TOWN OF RANGELEY, MAINE

  
By: E. Joseph Roach, Town Manager  
Duly Authorized

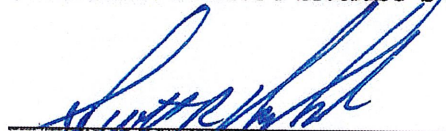
Dated: 4-17-24

FRANKLIN COUNTY, MAINE

  
By: Amy Bernard, County Administrator  
Duly Authorized

Dated: 4/22/24

FRANKLIN COUNTY SHERIFF'S OFFICE

  
By: Scott R. Nichols, Sheriff  
Duly Authorized

Dated: 4/22/24



**Administrative  
Offices & Clinic**

67 Eustis Parkway  
Waterville, Maine  
04901-5173  
207-873-2136  
1-888-322-2136  
207-872-4522 Fax

**Augusta Clinic**  
66 Stone Street  
Augusta, Maine  
04330-5227  
207-626-3455  
207-626-3612 Fax

**Medication Clinic**  
11 Caldwell Road  
Augusta, Maine  
04330-5227  
207-626-3455

**Skowhegan Clinic**  
5 Commerce Drive  
Skowhegan, Maine  
04976-1828  
207-474-8368  
207-474-7794 Fax

**Winthrop Clinic**  
736 Old Lewiston Rd  
Winthrop, Maine  
04364-4121  
207-377-8122  
207-377-8564 Fax

**Farmington**  
115 Mt Blue Circle  
Suite 3  
Farmington, Maine  
04938  
207-860-3026  
207-860-3027 Fax

[www.kbhmaine.org](http://www.kbhmaine.org)



April 18, 2024

Franklin County Commissioners Office  
140 Main St  
Farmington, ME, 04938-1800

Dear Franklin County Commissioners Office,

Over the last few years, we have seen the need for behavioral health care increase and generosity from donors such as yourself has allowed us to continue innovating and adapting to provide person-centered care. KBH has been able to provide services to over 18,234 individuals this past year and we could not have done it without you.

The time has come for KBH to expand office space and staffing to keep up with the demand for behavioral health services. We want everyone who walks through our doors to feel welcomed, accepted, and comfortable. As we expand, we remain committed to delivering health care in a manner that respects diversity and inclusivity with the full intent of ensuring an optimal client experience and achieving better health outcomes for all.

Franklin County Commissioners Office, will you continue to support our local children, families and adults who live with mental health challenges by giving a gift \$10,000.00 of this spring? You can choose to have your gift unrestricted or designate to certain programs or KBH capital projects. Your gift may be tax deductible. If you are looking for an easier way to donate, visit [kbhmaine.org/give](http://kbhmaine.org/give) to donate online. If you have any questions or would like more information, please contact our new Development & Grant Coordinator, Kelli Johnson, at 873-2136 X 1034 or [kjohnson@kbhmaine.org](mailto:kjohnson@kbhmaine.org).

Together, we are dedicated to improving the lives of people who experience mental illness, trauma, and emotional or behavioral problems. We greatly appreciate your support.

Thank you,

Sincerely,

Lori Fiandaca, RN  
KMHA Foundation Board President

Tom McAdam  
KBH Chief Executive Officer

*Gifts to KBH can also be made by naming KBH as a beneficiary in a will or trust. Please contact us if you would like to explore planned giving options*



## Franklin County FY2025 Budget

### General Fund Summary

Expenditures	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Emergency Management Agency	245,248	257,824	256,236	257,824	-
District Attorney's Office	350,696	378,633	374,008	378,633	-
Superior Court	3,000	3,000	3,000	3,000	-
Commissioners' Office	296,327	381,764	377,537	381,764	-
Treasurer's Office	219,451	243,084	242,091	243,084	-
Technical Services	436,118	459,578	457,948	459,578	-
Courthouse	216,078	285,646	284,954	285,646	-
Registry of Deeds	260,851	269,730	268,065	269,730	-
Registry of Probate	249,339	347,020	281,959	308,148	-
Sheriff's Office	2,555,011	3,059,566	2,859,613	2,864,610	-
Communications	1,253,436	1,361,755	1,360,838	1,361,755	-
County-Wide	441,998	651,518	611,148	634,998	105,000
<b>Total Expenditures</b>	<b>6,527,553</b>	<b>7,699,118</b>	<b>7,377,397</b>	<b>7,448,770</b>	<b>105,000</b>
<i>Percentage Increase (Decrease)</i>		17.9%	13.0%	14.1%	-98.4%
Estimated Revenues	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Emergency Management Agency	(72,000)	(62,466)	(62,466)	(62,466)	-
District Attorney's Office	(30,000)	(30,000)	(30,000)	(30,000)	-
Commissioners' Office	(15,000)	(65,500)	(65,500)	(65,500)	-
Registry of Deeds	(300,000)	(375,000)	(375,000)	(375,000)	-
Registry of Probate	(75,000)	(90,000)	(90,000)	(90,000)	-
Sheriff's Office	(55,000)	(185,000)	(115,000)	(115,000)	-
All Other Revenue	(75,000)	(190,000)	(190,000)	(190,000)	-
Use of Fund Balance	(100,000)	(350,000)	(350,000)	(350,000)	-
<b>Total Estimated Revenues</b>	<b>(722,000)</b>	<b>(1,347,966)</b>	<b>(1,277,966)</b>	<b>(1,277,966)</b>	<b>-</b>
<b>General Fund Assessment</b>	<b>5,805,553</b>	<b>6,351,152</b>	<b>6,099,431</b>	<b>6,170,804</b>	<b>105,000</b>
<i>Percentage Increase (Decrease)</i>		9.4%	5.1%	6.3%	-98.2%

### Jail Fund Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Expenditures	2,885,735	3,166,308	3,139,695	3,166,309	-
Estimated Revenues	(300,000)	(225,000)	(225,000)	(225,000)	-
Use of Fund Balance	-	(75,000)	(75,000)	(75,000)	-
<b>Jail Fund Assessment</b>	<b>2,585,735</b>	<b>2,866,308</b>	<b>2,839,695</b>	<b>2,866,309</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		10.9%	9.8%	10.9%	-100.0%

### Assessment Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
General Fund	5,805,553	6,351,152	6,099,431	6,170,804	105,000
Jail Fund	2,585,735	2,866,308	2,839,695	2,866,309	-
Overlay	120,000	40,000	40,000	-	-
<b>Total Assessment</b>	<b>\$ 8,511,288</b>	<b>\$ 9,257,460</b>	<b>\$ 8,979,126</b>	<b>\$ 9,037,113</b>	<b>\$ 105,000</b>
<b>Total Valuation</b>	<b>\$ 5,268,550,000</b>	<b>\$ 6,465,850,000</b>	<b>\$ 6,465,850,000</b>	<b>\$ 6,465,850,000</b>	<b>\$ 6,465,850,000</b>
<b>Mil Rate (\$ in tax per \$1,000 valuation)</b>	<b>\$ 1.615</b>	<b>\$ 1.432</b>	<b>\$ 1.389</b>	<b>\$ 1.398</b>	<b>\$ 0.016</b>
<i>Percentage Increase (Decrease)</i>		-11.3%	-14.0%	-13.4%	-99.0%

# Franklin County FY2025 Budget

## Municipal Tax Assessments

	2024 Valuation	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Avon	60,550,000	86,692	85,022	84,629	-
Carrabassett Valley	1,143,650,000	1,637,417	1,605,874	1,598,443	-
Carthage	90,050,000	128,929	126,445	125,860	-
Chesterville	167,350,000	239,603	234,987	233,900	-
Coplin Plantation	59,000,000	84,473	82,846	82,462	-
Dallas Plantation	195,850,000	280,408	275,006	273,733	-
Eustis	256,750,000	367,601	360,520	358,851	-
Farmington	761,000,000	1,089,559	1,068,570	1,063,626	-
Industry	150,550,000	215,549	211,397	210,419	-
Jay	489,500,000	700,840	687,339	684,159	-
Kingfield	197,650,000	282,985	277,533	276,249	-
New Sharon	146,100,000	209,178	205,149	204,199	-
New Vineyard	124,600,000	178,396	174,959	174,149	-
Phillips	120,600,000	172,669	169,342	168,559	-
Rangeley	868,900,000	1,244,045	1,220,080	1,214,434	-
Rangeley Plantation	296,050,000	423,869	415,703	413,780	-
Sandy River Plantation	182,250,000	260,936	255,909	254,725	-
Strong	121,950,000	174,602	171,238	170,446	-
Temple	61,850,000	88,554	86,848	86,446	-
Weld	178,050,000	254,923	250,012	248,855	-
Wilton	403,500,000	577,710	566,581	563,959	-
Unorganized Territory	390,100,000	558,522	547,766	545,230	-
<b>County Total</b>	<b>6,465,850,000</b>	<b>9,257,460</b>	<b>9,079,126</b>	<b>9,037,113</b>	<b>-</b>



# Franklin County FY2025 Budget

## Department 10 - Emergency Management Agency

### Departmental Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	201,248	208,174	206,586	208,174	-
Services	37,200	40,950	40,950	40,950	-
Commodities	2,800	3,200	3,200	3,200	-
Capital Outlays	-	1,500	1,500	1,500	-
Other Expenditures	-	-	-	-	-
Transfers to Reserves	4,000	4,000	4,000	4,000	-
<b>Department Total</b>	<b>245,248</b>	<b>257,824</b>	<b>256,236</b>	<b>257,824</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		5.1%	4.5%	5.1%	-100.0%

### Departmental Detail

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Personnel</b>					
10-7005 - Department Head	84,313	86,015	85,188	86,015	-
10-7010 - Deputy Department Head	51,896	54,497	53,973	54,497	-
10-7029 - Overtime	-	2,500	2,500	2,500	-
10-7050 - Payroll Taxes	10,221	10,749	10,646	10,749	-
10-7055 - Health Insurance	35,214	38,252	38,252	38,252	-
10-7070 - Workers Comp	3,726	-	-	-	-
10-7075 - Retirement	13,628	13,911	13,777	13,911	-
10-7105 - Training and Development	500	500	500	500	-
10-7110 - Travel and Mileage	750	750	750	750	-
10-7115 - Meals	500	500	500	500	-
10-7120 - Lodging	500	500	500	500	-
<b>Personnel Total</b>	<b>201,248</b>	<b>208,174</b>	<b>206,586</b>	<b>208,174</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		3.4%	2.7%	3.4%	-100.0%

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Services</b>					
10-7210 - Telephone	1,450	1,450	1,450	1,450	-
10-7213 - Website	300	300	300	300	-
10-7250 - Equipment Rentals and Leases	26,800	30,000	30,000	30,000	-
10-7252 - Equipment Repairs and Maint	8,000	8,000	8,000	8,000	-
10-7254 - Vehicle Repairs and Maint	450	1,000	1,000	1,000	-
10-7354 - Dues and Subscriptions	200	200	200	200	-
<b>Services Total</b>	<b>37,200</b>	<b>40,950</b>	<b>40,950</b>	<b>40,950</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		10.1%	10.1%	10.1%	-100.0%

# Franklin County FY2025 Budget

## Department 10 - Emergency Management Agency

Commodities	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
10-7401 · Office Supplies	800	1,200	1,200	1,200	
10-7550 · Gas and Oil	2,000	2,000	2,000	2,000	
<b>Commodities Total</b>	<b>2,800</b>	<b>3,200</b>	<b>3,200</b>	<b>3,200</b>	-
<i>Percentage Increase (Decrease)</i>		14.3%	14.3%	14.3%	-100.0%

Capital Outlays	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
10-7680 · Equipment and Furniture	-	1,500	1,500	1,500	
<b>Capital Outlays Total</b>	-	<b>1,500</b>	<b>1,500</b>	<b>1,500</b>	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

Other Expenditures	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Other Expenditures Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

Transfers to Reserves	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
99-8501 · Transfer Out - EMA Capital Rsv	4,000	4,000	4,000	4,000	
<b>Transfers to Reserves Total</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	-
<i>Percentage Increase (Decrease)</i>		0.0%	0.0%	0.0%	-100.0%

# Franklin County FY2025 Budget

## Department 15 - District Attorney's Office

### Departmental Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	251,088	278,485	273,860	278,485	-
Services	76,883	76,848	76,848	76,848	-
Commodities	12,600	13,300	13,300	13,300	-
Capital Outlays	3,500	3,500	3,500	3,500	-
Other Expenditures	6,625	6,500	6,500	6,500	-
Transfers to Reserves	-	-	-	-	-
<b>Department Total</b>	<b>350,696</b>	<b>378,633</b>	<b>374,008</b>	<b>378,633</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>8.0%</i>	<i>6.6%</i>	<i>8.0%</i>	<i>-100.0%</i>

### Departmental Detail

Personnel	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
15-7020 · Full Time Staff	165,942	183,591	179,657	183,591	
15-7025 · Part Time Staff	-	-	-	-	
15-7050 · Payroll Taxes	12,451	14,045	13,744	14,045	
15-7055 · Health Insurance	53,043	59,973	59,973	59,973	
15-7070 · Workers Comp	350	-	-	-	
15-7075 · Retirement	16,602	18,176	17,786	18,176	
15-7105 · Training and Development	600	600	600	600	
15-7110 · Travel and Mileage	2,000	2,000	2,000	2,000	
15-7115 · Meals	100	100	100	100	
<b>Personnel Total</b>	<b>251,088</b>	<b>278,485</b>	<b>273,860</b>	<b>278,485</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>10.9%</i>	<i>9.1%</i>	<i>10.9%</i>	<i>-100.0%</i>

Services	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
15-7210 · Telephone	10,385	7,500	7,500	7,500	
15-7234 · Restitution Specialist	18,550	20,148	20,148	20,148	
15-7249 · Other Professional Services	15,000	16,000	16,000	16,000	
15-7250 · Equipment Rentals and Leases	29,748	30,000	30,000	30,000	
15-7252 · Equipment Repairs and Maint	-	-	-	-	
15-7352 · Postage and Freight	600	600	600	600	
15-7354 · Dues and Subscriptions	100	100	100	100	
15-7357 · Laboratory Fees	1,000	1,000	1,000	1,000	
15-7358 · Transcripts	1,500	1,500	1,500	1,500	
<b>Services Total</b>	<b>76,883</b>	<b>76,848</b>	<b>76,848</b>	<b>76,848</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>0.0%</i>	<i>0.0%</i>	<i>0.0%</i>	<i>-100.0%</i>

# Franklin County FY2025 Budget

## Department 15 - District Attorney's Office

Commodities	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
15-7401 · Office Supplies	2,000	2,000	2,000	2,000	2,000
15-7403 · Maintenance Supplies	1,000	1,000	1,000	1,000	1,000
15-7404 · Computer Supplies	600	600	600	600	600
15-7450 · Statutes and Reference Books	9,000	9,700	9,700	9,700	9,700
<b>Commodities Total</b>	<b>12,600</b>	<b>13,300</b>	<b>13,300</b>	<b>13,300</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		5.6%	5.6%	5.6%	-100.0%

Capital Outlays	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
15-7680 · Equipment and Furniture	500	500	500	500	500
15-7690 · Computers	3,000	3,000	3,000	3,000	3,000
<b>Capital Outlays Total</b>	<b>3,500</b>	<b>3,500</b>	<b>3,500</b>	<b>3,500</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		0.0%	0.0%	0.0%	-100.0%

Other Expenditures	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
15-7804 · District Three Joint Budget	6,625	6,500	6,500	6,500	6,500
<b>Other Expenditures Total</b>	<b>6,625</b>	<b>6,500</b>	<b>6,500</b>	<b>6,500</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		-1.9%	-1.9%	-1.9%	-100.0%

Transfers to Reserves	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Transfers to Reserves Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A



# Franklin County FY2025 Budget

## Department 16 - Superior Court

### Departmental Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	-	-	-	-	-
Services	3,000	3,000	3,000	3,000	-
Commodities	-	-	-	-	-
Capital Outlays	-	-	-	-	-
Other Expenditures	-	-	-	-	-
Transfers to Reserves	-	-	-	-	-
<b>Department Total</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		0.0%	0.0%	0.0%	-100.0%

### Departmental Detail

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Personnel</b>					
<b>Personnel Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Services</b>					
16-7848 - Officer Fees	2,000	2,000	2,000	2,000	-
16-7849 - Witness Fees	1,000	1,000	1,000	1,000	-
<b>Services Total</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		0.0%	0.0%	0.0%	-100.0%

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Commodities</b>					
<b>Commodities Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Capital Outlays</b>					
<b>Capital Outlays Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

# Franklin County FY2025 Budget

## Department 16 - Superior Court

Other Expenditures	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Other Expenditures Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

Transfers to Reserves	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Transfers to Reserves Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

# Franklin County FY2025 Budget

## Department 20 - Commissioners' Office

### Departmental Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	245,197	314,014	309,787	314,014	-
Services	44,680	52,000	52,000	52,000	-
Commodities	3,200	5,000	5,000	5,000	-
Capital Outlays	3,000	7,000	7,000	7,000	-
Other Expenditures	250	3,750	3,750	3,750	-
Transfers to Reserves					
<b>Department Total</b>	<b>296,327</b>	<b>381,764</b>	<b>377,537</b>	<b>381,764</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		28.8%	27.4%	28.8%	-100.0%

### Departmental Detail

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Personnel</b>					
20-7000 - Elected Officials	36,000	48,000	48,000	48,000	
20-7005 - Department Head	34,650	40,000	38,111	40,000	
20-7010 - Deputy Department Head	52,538	56,072	55,533	56,072	
20-7025 - Part Time Staff	37,205	30,560	29,392	30,560	
20-7050 - Payroll Taxes	12,159	13,359	13,084	13,359	
20-7055 - Health Insurance	48,122	97,484	97,484	97,484	
20-7070 - Workers Comp	2,150	-	-	-	
20-7075 - Retirement	14,788	17,289	16,933	17,289	
20-7105 - Training and Development	2,785	4,000	4,000	4,000	
20-7110 - Travel and Mileage	2,300	3,000	3,000	3,000	
20-7115 - Meals	1,000	1,500	1,500	1,500	
20-7120 - Lodging	1,500	2,750	2,750	2,750	
<b>Personnel Total</b>	<b>245,197</b>	<b>314,014</b>	<b>309,787</b>	<b>314,014</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		28.1%	26.3%	28.1%	-100.0%

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Services</b>					
20-7210 - Telephone	1,200	1,500	1,500	1,500	
20-7213 - Website	300	500	500	500	
20-7220 - Legal	25,000	30,000	30,000	30,000	
20-7350 - Advertising	7,500	7,500	7,500	7,500	
20-7351 - Printing and Copying	1,000	1,000	1,000	1,000	
20-7354 - Dues and Subscriptions	6,180	7,000	7,000	7,000	
20-7355 - Fees and Registrations	3,500	4,500	4,500	4,500	
<b>Services Total</b>	<b>44,680</b>	<b>52,000</b>	<b>52,000</b>	<b>52,000</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		16.4%	16.4%	16.4%	-100.0%

# Franklin County FY2025 Budget

## Department 20 - Commissioners' Office

<b>Commodities</b>	<b>FY2024 Approved</b>	<b>FY2025 Dept Head</b>	<b>FY2025 Commissioners</b>	<b>FY2025 Budget Comm</b>	<b>FY2025 Committed</b>
20-7401 · Office Supplies	2,700	3,000	3,000	3,000	
20-7404 · Computer Supplies	500	2,000	2,000	2,000	
<b>Commodities Total</b>	<b>3,200</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	-
<i>Percentage Increase (Decrease)</i>		56.3%	56.3%	56.3%	-100.0%

<b>Capital Outlays</b>	<b>FY2024 Approved</b>	<b>FY2025 Dept Head</b>	<b>FY2025 Commissioners</b>	<b>FY2025 Budget Comm</b>	<b>FY2025 Committed</b>
20-7680 · Equipment and Furniture	1,500	3,000	3,000	3,000	
20-7690 · Computers	1,500	4,000	4,000	4,000	
<b>Capital Outlays Total</b>	<b>3,000</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	-
<i>Percentage Increase (Decrease)</i>		133.3%	133.3%	133.3%	-100.0%

<b>Other Expenditures</b>	<b>FY2024 Approved</b>	<b>FY2025 Dept Head</b>	<b>FY2025 Commissioners</b>	<b>FY2025 Budget Comm</b>	<b>FY2025 Committed</b>
20-7865 · Donations	250	250	250	250	
20-7877 · Recruitment and Retention	-	3,500	3,500	3,500	
<b>Other Expenditures Total</b>	<b>250</b>	<b>3,750</b>	<b>3,750</b>	<b>3,750</b>	-
<i>Percentage Increase (Decrease)</i>		1400.0%	1400.0%	1400.0%	-100.0%

<b>Transfers to Reserves</b>	<b>FY2024 Approved</b>	<b>FY2025 Dept Head</b>	<b>FY2025 Commissioners</b>	<b>FY2025 Budget Comm</b>	<b>FY2025 Committed</b>
<b>Transfers to Reserves Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

# Franklin County FY2025 Budget

## Department 25 - Treasurer's Office

### Departmental Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	73,301	151,634	150,641	151,634	-
Services	141,775	83,200	83,200	83,200	-
Commodities	2,375	4,250	4,250	4,250	-
Capital Outlays	2,000	4,000	4,000	4,000	-
Other Expenditures	-	-	-	-	-
Transfers to Reserves	-	-	-	-	-
<b>Department Total</b>	<b>219,451</b>	<b>243,084</b>	<b>242,091</b>	<b>243,084</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>10.8%</i>	<i>10.3%</i>	<i>10.8%</i>	<i>-100.0%</i>

### Departmental Detail

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Personnel</b>					
25-7005 - Department Head	18,000	18,720	18,540	18,720	-
25-7020 - Full Time Staff	23,205	69,025	68,361	69,025	-
25-7025 - Part Time Staff	7,000	7,000	7,000	7,000	-
25-7050 - Payroll Taxes	3,654	7,248	7,183	7,248	-
25-7055 - Health Insurance	15,029	36,554	36,554	36,554	-
25-7070 - Workers Comp	211	-	-	-	-
25-7075 - Retirement	4,157	8,687	8,603	8,687	-
25-7105 - Training and Development	750	2,500	2,500	2,500	-
25-7110 - Travel and Mileage	600	750	750	750	-
25-7115 - Meals	300	500	500	500	-
25-7120 - Lodging	395	650	650	650	-
<b>Personnel Total</b>	<b>73,301</b>	<b>151,634</b>	<b>150,641</b>	<b>151,634</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>106.9%</i>	<i>105.5%</i>	<i>106.9%</i>	<i>-100.0%</i>

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Services</b>					
25-7221 - Auditor	13,500	9,500	9,500	9,500	-
25-7222 - Business Services	105,500	45,000	45,000	45,000	-
25-7351 - Printing and Copying	-	2,500	2,500	2,500	-
25-7352 - Postage and Freight	-	2,500	2,500	2,500	-
25-7223 - Payroll Processing	15,000	15,500	15,500	15,500	-
25-7249 - Other Professional Services	5,500	5,500	5,500	5,500	-
25-7250 - Equipment Rentals and Leases	2,000	2,000	2,000	2,000	-
25-7354 - Dues and Subscriptions	75	350	350	350	-
25-7355 - Fees and Registrations	200	350	350	350	-
<b>Services Total</b>	<b>141,775</b>	<b>83,200</b>	<b>83,200</b>	<b>83,200</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>-41.3%</i>	<i>-41.3%</i>	<i>-41.3%</i>	<i>-100.0%</i>

# Franklin County FY2025 Budget

## Department 25 - Treasurer's Office

<b>Commodities</b>	<b>FY2024 Approved</b>	<b>FY2025 Dept Head</b>	<b>FY2025 Commissioners</b>	<b>FY2025 Budget Comm</b>	<b>FY2025 Committed</b>
25-7401 · Office Supplies	1,875	3,500	3,500	3,500	
25-7404 · Computer Supplies	500	750	750	750	
<b>Commodities Total</b>	<b>2,375</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>	-
<i>Percentage Increase (Decrease)</i>		78.9%	78.9%	78.9%	-100.0%

<b>Capital Outlays</b>	<b>FY2024 Approved</b>	<b>FY2025 Dept Head</b>	<b>FY2025 Commissioners</b>	<b>FY2025 Budget Comm</b>	<b>FY2025 Committed</b>
25-7690 · Computers	2,000	3,000	3,000	3,000	
25-7680 · Equipment and Furniture	-	1,000	1,000	1,000	
<b>Capital Outlays Total</b>	<b>2,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	-
<i>Percentage Increase (Decrease)</i>		100.0%	100.0%	100.0%	-100.0%

<b>Other Expenditures</b>	<b>FY2024 Approved</b>	<b>FY2025 Dept Head</b>	<b>FY2025 Commissioners</b>	<b>FY2025 Budget Comm</b>	<b>FY2025 Committed</b>
<b>Other Expenditures Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

<b>Transfers to Reserves</b>	<b>FY2024 Approved</b>	<b>FY2025 Dept Head</b>	<b>FY2025 Commissioners</b>	<b>FY2025 Budget Comm</b>	<b>FY2025 Committed</b>
<b>Transfers to Reserves Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A



# Franklin County FY2025 Budget

## Department 30 - Technical Services

### Departmental Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	214,946	216,358	214,727	216,358	-
Services	188,872	210,220	210,221	210,220	-
Commodities	2,300	3,000	3,000	3,000	-
Capital Outlays	10,000	25,000	25,000	25,000	-
Other Expenditures	-	-	-	-	-
Transfers to Reserves	20,000	5,000	5,000	5,000	-
<b>Department Total</b>	<b>436,118</b>	<b>459,578</b>	<b>457,948</b>	<b>459,578</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		5.4%	5.0%	5.4%	-100.0%

### Departmental Detail

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Personnel</b>					
30-7005 · Department Head	84,313	86,015	85,188	86,015	
30-7020 · Full Time Staff	62,400	54,497	53,937	54,497	
30-7050 · Payroll Taxes	11,101	10,749	10,643	10,749	
30-7055 · Health Insurance	39,281	48,986	48,986	48,986	
30-7070 · Workers Comp	850	-	-	-	
30-7075 · Retirement	14,801	13,911	13,773	13,911	
30-7105 · Training and Development	500	500	500	500	
30-7110 · Travel and Mileage	1,000	1,000	1,000	1,000	
30-7115 · Meals	200	200	200	200	
30-7120 · Lodging	500	500	500	500	
<b>Personnel Total</b>	<b>214,946</b>	<b>216,358</b>	<b>214,727</b>	<b>216,358</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		0.7%	-0.1%	0.7%	-100.0%

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Services</b>					
30-7210 · Telephone	1,100	1,100	1,101	1,100	
30-7217 · Communications	54,000	55,620	55,620	55,620	
30-7249 · Other Professional Services	133,272	153,000	153,000	153,000	
30-7355 · Fees and Registrations	500	500	500	500	
<b>Services Total</b>	<b>188,872</b>	<b>210,220</b>	<b>210,221</b>	<b>210,220</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		11.3%	11.3%	11.3%	-100.0%

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Commodities</b>					
20-7401 · Office Supplies	300	500	500	500	
20-7404 · Computer Supplies	2,000	2,500	2,500	2,500	
<b>Commodities Total</b>	<b>2,300</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		30.4%	30.4%	30.4%	-100.0%

## Franklin County FY2025 Budget

### Department 30 - Technical Services

Capital Outlays	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
30-7680 · Equipment and Furniture	10,000	25,000	25,000	25,000	
<b>Capital Outlays Total</b>	<b>10,000</b>	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>	-
<i>Percentage Increase (Decrease)</i>		<i>150.0%</i>	<i>150.0%</i>	<i>150.0%</i>	<i>-100.0%</i>

Other Expenditures	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Other Expenditures Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>

Transfers to Reserves	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
99-8505 · Transfer Out - IT Capital Rsv	20,000	5,000	5,000	5,000	
<b>Transfers to Reserves Total</b>	<b>20,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	-
<i>Percentage Increase (Decrease)</i>		<i>-75.0%</i>	<i>-75.0%</i>	<i>-75.0%</i>	<i>-100.0%</i>

# Franklin County FY2025 Budget

## Department 40 - Courthouse

### Departmental Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	115,278	176,496	175,804	176,496	-
Services	74,100	80,850	80,850	80,850	-
Commodities	3,100	3,800	3,800	3,800	-
Capital Outlays	5,100	6,000	6,000	6,000	-
Other Expenditures	-	-	-	-	-
Transfers to Reserves	18,500	18,500	18,500	18,500	-
<b>Department Total</b>	<b>216,078</b>	<b>285,646</b>	<b>284,954</b>	<b>285,646</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		32.2%	31.9%	32.2%	-100.0%

### Departmental Detail

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Personnel</b>					
40-7005 · Department Head	57,257	61,304	60,715	61,304	
40-7020 Full Time Staff	-	43,685	43,685	43,685	
40-7025 · Part Time Staff	25,000	-	-	-	
40-7050 · Payroll Taxes	6,208	8,032	7,987	8,032	
40-7055 · Health Insurance	17,682	51,581	51,581	51,581	
40-7070 · Workers Comp	2,404	-	-	-	
40-7075 · Retirement	5,727	10,394	10,336	10,394	
40-7110 · Travel and Mileage	1,000	1,500	1,500	1,500	
<b>Personnel Total</b>	<b>115,278</b>	<b>176,496</b>	<b>175,804</b>	<b>176,496</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		53.1%	52.5%	53.1%	-100.0%

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Services</b>					
40-7200 · Heat	32,200	22,200	22,200	22,200	
40-7201 · Electricity	16,000	22,000	22,000	22,000	
40-7202 · Water	2,200	2,200	2,200	2,200	
40-7203 · Sewer	1,000	1,000	1,000	1,000	
40-7222 · Business Services	-	5,000	5,000	5,000	
40-7210 · Telephone	600	600	600	600	
40-7252 · Equipment Repairs and Maint	400	500	500	500	
40-7253 · Building Repairs and Maint	15,000	15,000	15,000	15,000	
40-7255 · Grounds Upkeep and Snow Removal	6,150	8,500	8,500	8,500	
40-7360 · Licenses and Permits	550	3,850	3,850	3,850	
<b>Services Total</b>	<b>74,100</b>	<b>80,850</b>	<b>80,850</b>	<b>80,850</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		9.1%	9.1%	9.1%	-100.0%

## Franklin County FY2025 Budget

### Department 40 - Courthouse

<b>Commodities</b>	<b>FY2024 Approved</b>	<b>FY2025 Dept Head</b>	<b>FY2025 Commissioners</b>	<b>FY2025 Budget Comm</b>	<b>FY2025 Committed</b>
40-7403 · Maintenance Supplies	2,700	3,300	3,300	3,300	
40-7501 · Tools	400	500	500	500	
<b>Commodities Total</b>	<b>3,100</b>	<b>3,800</b>	<b>3,800</b>	<b>3,800</b>	-
<i>Percentage Increase (Decrease)</i>		22.6%	22.6%	22.6%	-100.0%

<b>Capital Outlays</b>	<b>FY2024 Approved</b>	<b>FY2025 Dept Head</b>	<b>FY2025 Commissioners</b>	<b>FY2025 Budget Comm</b>	<b>FY2025 Committed</b>
40-7640 · Buildings and Building Imprv	5,100	6,000	6,000	6,000	
<b>Capital Outlays Total</b>	<b>5,100</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	-
<i>Percentage Increase (Decrease)</i>		17.6%	17.6%	17.6%	-100.0%

<b>Other Expenditures</b>	<b>FY2024 Approved</b>	<b>FY2025 Dept Head</b>	<b>FY2025 Commissioners</b>	<b>FY2025 Budget Comm</b>	<b>FY2025 Committed</b>
<b>Other Expenditures Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

<b>Transfers to Reserves</b>	<b>FY2024 Approved</b>	<b>FY2025 Dept Head</b>	<b>FY2025 Commissioners</b>	<b>FY2025 Budget Comm</b>	<b>FY2025 Committed</b>
99-8502 · Transfer Out - Courthouse Rsv	18,500	18,500	18,500	18,500	
<b>Transfers to Reserves Total</b>	<b>18,500</b>	<b>18,500</b>	<b>18,500</b>	<b>18,500</b>	-
<i>Percentage Increase (Decrease)</i>		0.0%	0.0%	0.0%	-100.0%

# Franklin County FY2025 Budget

## Department JX - Jail

### Departmental Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	1,906,612	2,271,276	2,243,811	2,271,277	-
Services	643,323	693,032	693,884	693,032	-
Commodities	152,800	170,000	170,000	170,000	-
Capital Outlays	183,000	32,000	32,000	32,000	-
Other Expenditures	-	-	-	-	-
Transfers to Reserves	-	-	-	-	-
<b>Department Total</b>	<b>2,885,735</b>	<b>3,166,308</b>	<b>3,139,695</b>	<b>3,166,309</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		9.7%	8.8%	9.7%	-100.0%

### Departmental Detail

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Personnel</b>					
JX-7005 · Department Head	82,707	86,015	85,188	86,015	
JX-7010 · Deputy Department Head	70,082	72,885	72,184	72,885	
JX-7016 · Supervisors	203,590	230,027	230,027	230,027	
JX-7020 · Full Time Staff	521,093	548,916	548,916	548,916	
JX-7025 · Part Time Staff	22,000	22,000	22,000	22,000	
JX-7029 · Overtime	62,700	200,000	200,000	200,000	
JX-7030 · Transportation Sgt	54,184	62,312	62,312	62,312	
JX-7035 · Cooks Supervisor	59,512	64,975	64,350	64,975	
JX-7036 · Cooks	69,014	81,806	81,806	81,806	
JX-7037 · Cooks Overtime	2,500	2,500	2,500	2,500	
JX-7040 · Administrative Staff	46,363	53,318	53,318	53,318	
JX-7046 · Custodians	44,533	51,500	51,500	51,500	
JX-7050 · Payroll Taxes	94,728	112,933	112,769	112,934	
JX-7055 · Health Insurance	360,577	498,601	498,601	498,601	
JX-7070 · Workers Comp	25,258	-	-	-	
JX-7075 · Retirement	141,088	149,788	124,640	149,788	
JX-7105 · Training and Development	6,700	6,700	6,700	6,700	
JX-7107 · Hiring Costs	39,483	26,000	26,000	26,000	
JX-7110 · Travel and Mileage	-	500	500	500	
JX-7115 · Meals	500	500	500	500	
<b>Personnel Total</b>	<b>1,906,612</b>	<b>2,271,276</b>	<b>2,243,811</b>	<b>2,271,277</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		19.1%	17.7%	19.1%	-100.0%

## Franklin County FY2025 Budget

### Department JX - Jail

Services	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
JX-7200 · Heat	47,000	40,000	40,000	40,000	40,000
JX-7201 · Electricity	35,000	62,000	62,000	62,000	62,000
JX-7202 · Water	5,500	5,500	5,500	5,500	5,500
JX-7203 · Sewer	4,000	4,000	4,000	4,000	4,000
JX-7204 · Gas and Propane	4,000	3,500	3,500	3,500	3,500
JX-7210 · Telephone	3,500	3,500	3,500	3,500	3,500
JX-7227 · Waste Collection and Removal	2,800	2,800	2,800	2,800	2,800
JX-7230 · Inmate Medical and Dental Care	273,444	284,382	284,382	284,382	284,382
JX-7233 · Pretrial Services	83,702	86,213	86,213	86,213	86,213
JX-7239 · Inmate Programs and Services	26,757	28,387	29,239	28,387	28,387
JX-7249 · Other Professional Services	72,000	84,880	84,880	84,880	84,880
JX-7250 · Equipment Rentals and Leases	1,800	4,000	4,000	4,000	4,000
JX-7252 · Equipment Repairs and Maint	5,000	5,000	5,000	5,000	5,000
JX-7253 · Building Repairs and Maint	29,640	29,640	29,640	29,640	29,640
JX-7254 · Vehicle Repairs and Maint	3,000	3,000	3,000	3,000	3,000
JX-7255 · Grounds Upkeep and Snow Removal	5,930	5,930	5,930	5,930	5,930
JX-7256 · Pest Control	1,600	1,600	1,600	1,600	1,600
JX-7352 · Postage and Freight	450	500	500	500	500
JX-7360 · Licenses and Permits	1,000	1,000	1,000	1,000	1,000
JX-7362 · Security	37,200	37,200	37,200	37,200	37,200
<b>Services Total</b>	<b>643,323</b>	<b>693,032</b>	<b>693,884</b>	<b>693,032</b>	-
<i>Percentage Increase (Decrease)</i>		7.7%	7.9%	7.7%	-100.0%

Commodities	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
JX-7401 · Office Supplies	3,500	4,500	4,500	4,500	4,500
JX-7402 · Cleaning Supplies	3,000	5,000	5,000	5,000	5,000
JX-7403 · Maintenance Supplies	3,500	3,500	3,500	3,500	3,500
JX-7404 · Computer Supplies	1,700	1,700	1,700	1,700	1,700
JX-7409 · Food	63,600	75,000	75,000	75,000	75,000
JX-7410 · Locks	3,000	3,000	3,000	3,000	3,000
JX-7411 · Prisoner Prescriptions	26,000	26,000	26,000	26,000	26,000
JX-7417 · Medical Supplies	3,500	3,500	3,500	3,500	3,500
JX-7418 · Kitchen Supplies	9,500	9,500	9,500	9,500	9,500
JX-7419 · Institutional Supplies	10,500	10,500	10,500	10,500	10,500
JX-7420 · Training Supplies	500	500	500	500	500
JX-7501 · Tools	4,000	4,000	4,000	4,000	4,000
JX-7502 · Radios	4,800	4,800	4,800	4,800	4,800
JX-7503 · Uniforms	7,000	7,000	7,000	7,000	7,000
JX-7505 · Weapons and Body Armor	2,200	5,000	5,000	5,000	5,000
JX-7508 · Prisoner Clothing	2,500	2,500	2,500	2,500	2,500
JX-7550 · Gas and Oil	4,000	4,000	4,000	4,000	4,000
<b>Commodities Total</b>	<b>152,800</b>	<b>170,000</b>	<b>170,000</b>	<b>170,000</b>	-
<i>Percentage Increase (Decrease)</i>		11.3%	11.3%	11.3%	-100.0%



# Franklin County FY2025 Budget

## Department JX - Jail

Capital Outlays	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
JX-7680 · Equipment and Furniture	158,000	7,000	7,000	7,000	
JX-7690 · Computers	5,000	5,000	5,000	5,000	
JX-7700 · Vehicles	20,000	20,000	20,000	20,000	
<b>Capital Outlays Total</b>	<b>183,000</b>	<b>32,000</b>	<b>32,000</b>	<b>32,000</b>	-
<i>Percentage Increase (Decrease)</i>		-82.5%	-82.5%	-82.5%	-100.0%

Other Expenditures	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Other Expenditures Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

Transfers to Reserves	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Transfers to Reserves Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

# Franklin County FY2025 Budget

## Department 65 - Registry of Deeds

### Departmental Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	231,201	231,780	230,115	231,780	-
Services	28,550	37,200	37,200	37,200	-
Commodities	500	750	750	750	-
Capital Outlays	600	-	-	-	-
Other Expenditures	-	-	-	-	-
Transfers to Reserves	-	-	-	-	-
<b>Department Total</b>	<b>260,851</b>	<b>269,730</b>	<b>268,065</b>	<b>269,730</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		3.4%	2.8%	3.4%	-100.0%

### Departmental Detail

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Personnel</b>					
65-7000 - Elected Officials	58,052	59,219	58,650	59,219	
65-7010 - Deputy Department Head	52,694	50,723	50,235	50,723	
65-7020 - Full Time Staff	40,087	37,487	37,127	37,487	
65-7050 - Payroll Taxes	11,319	11,278	11,170	11,278	
65-7055 - Health Insurance	53,043	57,378	57,378	57,378	
65-7070 - Workers Comp	614	-	-	-	
65-7075 - Retirement	15,092	14,595	14,455	14,595	
65-7110 - Travel and Mileage	100	100	100	100	
65-7115 - Meals	100	500	500	500	
65-7120 - Lodging	100	500	500	500	
<b>Personnel Total</b>	<b>231,201</b>	<b>231,780</b>	<b>230,115</b>	<b>231,780</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		0.3%	-0.5%	0.3%	-100.0%

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Services</b>					
65-7250 - Equipment Rentals and Leases	3,600	3,600	3,600	3,600	
65-7351 - Printing and Copying	200	700	700	700	
65-7352 - Postage and Freight	4,500	5,000	5,000	5,000	
65-7354 - Dues and Subscriptions	150	200	200	200	
65-7355 - Fees and Registrations	100	200	200	200	
65-7361 - Microfilming	20,000	27,500	27,500	27,500	
<b>Services Total</b>	<b>28,550</b>	<b>37,200</b>	<b>37,200</b>	<b>37,200</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		30.3%	30.3%	30.3%	-100.0%

# Franklin County FY2025 Budget

## Department 65 - Registry of Deeds

Commodities	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
65-7401 · Office Supplies	500	500	500	500	500
65-7404 · Computer Supplies	-	250	250	250	
<b>Commodities Total</b>	<b>500</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>50.0%</i>	<i>50.0%</i>	<i>50.0%</i>	<i>-100.0%</i>

Capital Outlays	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
65-7680 · Equipment and Furniture	600	-	-	-	
<b>Capital Outlays Total</b>	<b>600</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>-100.0%</i>	<i>-100.0%</i>	<i>-100.0%</i>	<i>-100.0%</i>

Other Expenditures	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Other Expenditures Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>

Transfers to Reserves	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Transfers to Reserves Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>

# Franklin County FY2025 Budget

## Department 70 - Registry of Probate

### Departmental Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	221,414	316,695	251,634	277,823	-
Services	21,000	21,200	21,200	21,200	-
Commodities	2,425	3,425	3,425	3,425	-
Capital Outlays	4,500	5,700	5,700	5,700	-
Other Expenditures	-	-	-	-	-
Transfers to Reserves	-	-	-	-	-
<b>Department Total</b>	<b>249,339</b>	<b>347,020</b>	<b>281,959</b>	<b>308,148</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		39.2%	13.1%	23.6%	-100.0%

### Departmental Detail

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Personnel</b>					
70-7000 - Elected Officials	53,201	55,874	55,337	55,874	-
70-7006 - Probate Judge	37,244	38,734	38,361	38,734	-
70-7010 - Deputy Department Head	52,694	53,759	53,242	53,759	-
70-7025 - Part Time Staff	2,000	46,492	11,623	23,246	-
70-7050 - Payroll Taxes	10,949	14,907	12,130	13,128	-
70-7055 - Health Insurance	48,623	85,338	62,943	72,943	-
70-7070 - Workers Comp	505	-	-	-	-
70-7075 - Retirement	14,598	19,291	15,698	17,839	-
70-7105 - Training and Development	500	500	500	500	-
70-7110 - Travel and Mileage	300	650	650	650	-
70-7115 - Meals	400	500	500	500	-
70-7120 - Lodging	400	650	650	650	-
<b>Personnel Total</b>	<b>221,414</b>	<b>316,695</b>	<b>251,634</b>	<b>277,823</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		43.0%	13.6%	25.5%	-100.0%

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Services</b>					
70-7229 - Court Appointed Attorney	11,250	11,250	11,250	11,250	-
70-7240 - Stenographer	1,000	1,000	1,000	1,000	-
70-7242 - Interpreter	1,000	1,000	1,000	1,000	-
70-7250 - Equipment Rentals and Leases	1,800	1,800	1,800	1,800	-
70-7252 - Equipment Repairs and Maint	2,500	2,500	2,500	2,500	-
70-7340 - General Liability Insurance	150	150	150	150	-
70-7352 - Postage and Freight	2,500	2,500	2,500	2,500	-
70-7354 - Dues and Subscriptions	600	600	600	600	-
70-7355 - Fees and Registrations	200	400	400	400	-
70-7359 - Legal Notices	-	-	-	-	-
<b>Services Total</b>	<b>21,000</b>	<b>21,200</b>	<b>21,200</b>	<b>21,200</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		1.0%	1.0%	1.0%	-100.0%

# Franklin County FY2025 Budget

## Department 70 - Registry of Probate

Commodities	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
70-7401 · Office Supplies	1,300	1,300	1,300	1,300	
70-7404 · Computer Supplies	625	625	625	625	
70-7450 · Statutes and Reference Books	500	1,500	1,500	1,500	
<b>Commodities Total</b>	<b>2,425</b>	<b>3,425</b>	<b>3,425</b>	<b>3,425</b>	-
<i>Percentage Increase (Decrease)</i>		41.2%	41.2%	41.2%	-100.0%

Capital Outlays	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
70-7680 · Equipment and Furniture	3,000	3,000	3,000	3,000	
70-7690 · Computers	1,500	2,700	2,700	2,700	
<b>Capital Outlays Total</b>	<b>4,500</b>	<b>5,700</b>	<b>5,700</b>	<b>5,700</b>	-
<i>Percentage Increase (Decrease)</i>		26.7%	26.7%	26.7%	-100.0%

Other Expenditures	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Other Expenditures Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

Transfers to Reserves	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Transfers to Reserves Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

# Franklin County FY2025 Budget

## Department 75 - Sheriff's Office

### Departmental Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	1,969,083	2,440,088	2,246,935	2,251,932	-
Services	97,588	119,588	119,588	119,588	-
Commodities	189,590	201,140	194,340	194,340	-
Capital Outlays	198,750	198,750	198,750	198,750	-
Other Expenditures	-	-	-	-	-
Transfers to Reserves	100,000	100,000	100,000	100,000	-
<b>Department Total</b>	<b>2,555,011</b>	<b>3,059,566</b>	<b>2,859,613</b>	<b>2,864,610</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		19.7%	11.9%	12.1%	-100.0%

### Departmental Detail

Personnel	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
75-7000 - Elected Officials	93,860	98,580	97,632	98,580	-
75-7010 - Deputy Department Head	88,900	92,700	91,809	92,700	-
75-7015 - Lieutenant	168,625	172,030	170,376	172,030	-
75-7016 - Supervisors	-	213,886	213,886	213,886	-
75-7021 - Deputies	743,565	692,349	629,970	629,970	-
75-7026 - Part Time Deputies	2,500	12,500	12,500	12,500	-
75-7028 - Incentive Pay	-	98,600	98,600	98,600	-
75-7029 - Overtime	108,000	125,000	125,000	125,000	-
75-7040 - Administrative Staff	53,844	57,214	56,663	57,214	-
75-7050 - Payroll Taxes	96,336	119,559	114,477	114,787	-
75-7055 - Health Insurance	349,433	556,524	441,716	441,716	-
75-7070 - Workers Comp	46,500	-	-	-	-
75-7075 - Retirement	160,870	160,746	153,906	154,549	-
75-7105 - Training and Development	14,500	17,500	17,500	17,500	-
75-7107 - Hiring Costs	41,000	21,000	21,000	21,000	-
75-7110 - Travel and Mileage	400	1,000	1,000	1,000	-
75-7115 - Meals	150	300	300	300	-
75-7120 - Lodging	600	600	600	600	-
<b>Personnel Total</b>	<b>1,969,083</b>	<b>2,440,088</b>	<b>2,246,935</b>	<b>2,251,932</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		23.9%	14.1%	14.4%	-100.0%

# Franklin County FY2025 Budget

## Department 75 - Sheriff's Office

Services	FY2024	FY2025	FY2025	FY2025	FY2025
	Approved	Dept Head	Commissioners	Budget Comm	Committed
75-7200 · Heat	4,500	4,500	4,500	4,500	4,500
75-7210 · Telephone	27,608	27,608	27,608	27,608	27,608
75-7241 · K9 Costs	4,000	14,000	14,000	14,000	14,000
75-7248 · Criminal Investigation	11,000	13,000	13,000	13,000	13,000
75-7250 · Equipment Rentals and Leases	1,600	1,600	1,600	1,600	1,600
75-7252 · Equipment Repairs and Maint	10,000	10,000	10,000	10,000	10,000
75-7253 · Building Repairs and Maint	5,350	5,350	5,350	5,350	5,350
75-7254 · Vehicle Repairs and Maint	25,250	35,250	35,250	35,250	35,250
75-7255 · Grounds Upkeep and Snow Removal	5,930	5,930	5,930	5,930	5,930
75-7351 · Printing and Copying	600	600	600	600	600
75-7352 · Postage and Freight	700	700	700	700	700
75-7354 · Dues and Subscriptions	1,050	1,050	1,050	1,050	1,050
75-7356 · Software Licenses and Support	-	-	-	-	-
<b>Services Total</b>	<b>97,588</b>	<b>119,588</b>	<b>119,588</b>	<b>119,588</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		22.5%	22.5%	22.5%	-100.0%

Commodities	FY2024	FY2025	FY2025	FY2025	FY2025
	Approved	Dept Head	Commissioners	Budget Comm	Committed
75-7401 · Office Supplies	7,000	7,000	7,000	7,000	7,000
75-7403 · Maintenance Supplies	100	500	500	500	500
75-7404 · Computer Supplies	2,500	2,500	2,500	2,500	2,500
75-7406 · Tires	15,000	15,000	15,000	15,000	15,000
75-7415 · Training Supplies	250	250	250	250	250
75-7450 · Statutes and Reference Books	1,850	3,000	3,000	3,000	3,000
75-7502 · Radios	2,500	2,500	2,500	2,500	2,500
75-7503 · Uniforms	12,000	17,000	15,800	15,800	15,800
75-7505 · Weapons and Body Armor	18,390	23,390	17,790	17,790	17,790
75-7550 · Gas and Oil	130,000	130,000	130,000	130,000	130,000
<b>Commodities Total</b>	<b>189,590</b>	<b>201,140</b>	<b>194,340</b>	<b>194,340</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		6.1%	2.5%	2.5%	-100.0%

Capital Outlays	FY2024	FY2025	FY2025	FY2025	FY2025
	Approved	Dept Head	Commissioners	Budget Comm	Committed
75-7680 · Equipment and Furniture	36,250	36,250	36,250	36,250	36,250
75-7690 · Computers	2,500	2,500	2,500	2,500	2,500
75-7700 · Vehicles	160,000	160,000	160,000	160,000	160,000
<b>Capital Outlays Total</b>	<b>198,750</b>	<b>198,750</b>	<b>198,750</b>	<b>198,750</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		0.0%	0.0%	0.0%	-100.0%

# Franklin County FY2025 Budget

## Department 75 - Sheriff's Office

Other Expenditures	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Other Expenditures Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

Transfers to Reserves	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
99-8506 · Transfer Out - Sheriffs Rsv	100,000	100,000	100,000	100,000	-
<b>Transfers to Reserves Total</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		0.0%	0.0%	0.0%	-100.0%



# Franklin County FY2025 Budget

## Department 80 - Communications

### Departmental Summary

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	1,162,831	1,263,626	1,262,709	1,263,626	-
Services	38,665	42,349	42,349	42,349	-
Commodities	5,300	6,300	6,300	6,300	-
Capital Outlays	29,240	32,080	32,080	32,080	-
Other Expenditures	-	-	-	-	-
Transfers to Reserves	17,400	17,400	17,400	17,400	-
<b>Department Total</b>	<b>1,253,436</b>	<b>1,361,755</b>	<b>1,360,838</b>	<b>1,361,755</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		8.6%	8.6%	8.6%	-100.0%

### Departmental Detail

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Personnel</b>					
80-7005 - Department Head	77,271	81,156	80,376	81,156	-
80-7020 - Full Time Staff	586,303	649,484	649,484	649,484	-
80-7025 - Part Time Staff	6,000	6,000	6,000	6,000	-
80-7029 - Overtime	112,000	122,000	122,000	122,000	-
80-7050 - Payroll Taxes	59,678	65,686	65,626	65,686	-
80-7055 - Health Insurance	227,791	242,589	242,589	242,589	-
80-7070 - Workers Comp	2,530	-	-	-	-
80-7075 - Retirement	78,958	84,411	84,334	84,411	-
80-7105 - Training and Development	5,000	5,000	5,000	5,000	-
80-7110 - Travel and Mileage	4,000	4,000	4,000	4,000	-
80-7115 - Meals	800	800	800	800	-
80-7120 - Lodging	2,500	2,500	2,500	2,500	-
<b>Personnel Total</b>	<b>1,162,831</b>	<b>1,263,626</b>	<b>1,262,709</b>	<b>1,263,626</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		8.7%	8.6%	8.7%	-100.0%

	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Services</b>					
80-7201 - Electricity	18,000	18,000	18,000	18,000	-
80-7202 - Water	275	275	275	275	-
80-7210 - Telephone	2,500	4,684	4,684	4,684	-
80-7216 - Telecom Circuits	3,660	3,660	3,660	3,660	-
80-7250 - Equipment Rentals and Leases	1,800	1,800	1,800	1,800	-
80-7252 - Equipment Repairs and Maint	3,500	3,500	3,500	3,500	-
80-7253 - Building Repairs and Maint	3,000	4,000	4,000	4,000	-
80-7255 - Grounds Upkeep and Snow Removal	5,930	5,930	5,930	5,930	-
80-7354 - Dues and Subscriptions	-	500	500	500	-
<b>Services Total</b>	<b>38,665</b>	<b>42,349</b>	<b>42,349</b>	<b>42,349</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		9.5%	9.5%	9.5%	-100.0%

# Franklin County FY2025 Budget

## Department 80 - Communications

Commodities	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
80-7401 · Office Supplies	3,200	3,200	3,200	3,200	
80-7403 · Maintenance Supplies	1,100	1,100	1,100	1,100	
80-7415 · Training Supplies	1,000	2,000	2,000	2,000	
<b>Commodities Total</b>	<b>5,300</b>	<b>6,300</b>	<b>6,300</b>	<b>6,300</b>	-
<i>Percentage Increase (Decrease)</i>		18.9%	18.9%	18.9%	-100.0%

Capital Outlays	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
80-7680 · Equipment and Furniture	19,740	22,580	22,580	22,580	
80-7690 · Computers	9,500	9,500	9,500	9,500	
<b>Capital Outlays Total</b>	<b>29,240</b>	<b>32,080</b>	<b>32,080</b>	<b>32,080</b>	-
<i>Percentage Increase (Decrease)</i>		9.7%	9.7%	9.7%	-100.0%

Other Expenditures	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Other Expenditures Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

Transfers to Reserves	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
99-8503 · Transfer Out - Disp Equip Rsv	10,000	10,000	10,000	10,000	
99-8504 · Transfer Out - I Am Resp Rsv	7,400	7,400	7,400	7,400	
<b>Transfers to Reserves Total</b>	<b>17,400</b>	<b>17,400</b>	<b>17,400</b>	<b>17,400</b>	-
<i>Percentage Increase (Decrease)</i>		0.0%	0.0%	0.0%	-100.0%

# Franklin County FY2025 Budget

## Department 98 - County-Wide

### Departmental Summary

98-7360 Pain Family Leave	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
Personnel	-	153,000	153,000	153,000	105,000
Services	94,950	116,950	116,950	116,950	-
Commodities	-	-	-	-	-
Capital Outlays	-	-	-	-	-
Other Expenditures	347,048	381,568	341,198	365,048	-
Transfers to Reserves	-	-	-	-	-
<b>Department Total</b>	<b>441,998</b>	<b>651,518</b>	<b>611,148</b>	<b>634,998</b>	<b>105,000</b>
<i>Percentage Increase (Decrease)</i>		<i>47.4%</i>	<i>38.3%</i>	<i>43.7%</i>	<i>-76.2%</i>

### Departmental Detail

Personnel	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
98-7048 · Paid Family Leave	-	25,000	25,000	25,000	-
98-7049 · Longevity/Salary Pay	-	5,000	5,000	5,000	105,000
98-7070 · Workers Compensation	-	118,000	118,000	118,000	-
98-7080 · Unemployment	-	5,000	5,000	5,000	-
<b>Personnel Total</b>	<b>-</b>	<b>153,000</b>	<b>153,000</b>	<b>153,000</b>	<b>105,000</b>
<i>Percentage Increase (Decrease)</i>		<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>

Services	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
98-7340 · General Liability Insurance	93,000	115,000	115,000	115,000	-
98-7345 · Volunteer Firemen Insurance	1,950	1,950	1,950	1,950	-
<b>Services Total</b>	<b>94,950</b>	<b>116,950</b>	<b>116,950</b>	<b>116,950</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>23.2%</i>	<i>23.2%</i>	<i>23.2%</i>	<i>-100.0%</i>

Commodities	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Commodities Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>

Capital Outlays	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Capital Outlays Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<i>Percentage Increase (Decrease)</i>		<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>



# Franklin County FY2025 Budget

## Department 98 - County-Wide

Other Expenditures	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
98-7855 · Extension Service	63,239	64,759	63,239	63,239	
98-7856 · Soil and Water Conservation	24,000	35,000	24,000	30,000	
98-7857 · Childrens Task Force	10,000	12,500	12,500	12,500	
98-7858 · Adult Basic Education	12,750	30,000	12,750	20,000	
98-7859 · Community Action Program	55,850	55,850	50,000	55,850	
98-7860 · Seniors Plus	40,000	40,000	40,000	40,000	
98-7861 · Sexual Assault Prevention	20,000	20,000	20,000	20,000	
98-7862 · Androscoggin Hospice	30,000	30,000	30,000	30,000	
98-7863 · Greater Franklin Develop Corp	1	1	1	1	
98-7864 · Franklin County Firemens	3,700	3,700	3,700	3,700	
98-7866 · Western Maine Transportation	37,500	39,750	35,000	39,750	
98-7900 · Debt Service Principal	43,200	43,200	43,200	43,200	
98-7901 · Debt Service Interest	6,808	6,808	6,808	6,808	
<b>Other Expenditures Total</b>	<b>347,048</b>	<b>381,568</b>	<b>341,198</b>	<b>365,048</b>	-
<i>Percentage Increase (Decrease)</i>		9.9%	-1.7%	5.2%	-100.0%

Transfers to Reserves	FY2024 Approved	FY2025 Dept Head	FY2025 Commissioners	FY2025 Budget Comm	FY2025 Committed
<b>Transfers to Reserves Total</b>	-	-	-	-	-
<i>Percentage Increase (Decrease)</i>		N/A	N/A	N/A	N/A

## Jamie Sullivan

---

**From:** Scott R. Nichols  
**Sent:** Wednesday, April 24, 2024 12:01 PM  
**To:** Amy Bernard; Steve Lowell; David Rackliffe; David St. Laurent  
**Cc:** Tiffany Maiuri; Nick Palmer; Jamie Sullivan  
**Subject:** furnace issues

Amy & Tiffany,

For your information, we've been having issues with our furnace at the white house. On Monday afternoon, I came into the office, and it smelled like something was on fire. Lt. Rackliffe and I both searched inside and did not see anything that stood out, but the smell was still there. Lt. Rackliffe shut off the furnace just to be safe because it appeared that the smoke was coming through the air ducts into our offices, this left the building very cold.

Rackliffe then called Nick Palmer who came with a repair person the next day. Long story short, they inspected the furnace and discovered that the boiler was cracked and unsafe, emitting CO2 into the offices.

So, in the short term, Nick has been able to obtain an electric furnace to install free of charge. However, to replace the heating/cooling system, it may cost 12,000 dollars. I know we are getting a new building in the future, but I do not foresee us being moved in before winter.

The quandary being our budget process is almost over, we are in an old building and our last hearing is tomorrow. So obviously we will need to present this to the commissioners at our next meeting.

***Sheriff Scott R. Nichols***  
***Franklin County Sheriff's Office***  
***123 County Way***  
***Farmington, Maine 04938***  
***"Of the people, for the people"***  
***207-778-2680 Office***  
***800-773-2680 Toll Free***  
***207-778-9064 Fax***



359 Roosevelt Trail, Windham ME 04062 | (207) 523-9414  
Prepared By: Nick Moore | nick.moore@davesworld.com | (207) 717-7436

MAY 3, 2024

## ABOUT YOU

Franklin County Sheriffs Office -  
Nick Palmer, 140 Main St  
Farmington, ME 04938  
(207) 491-6892  
npalmer@franklincountymaine.gov

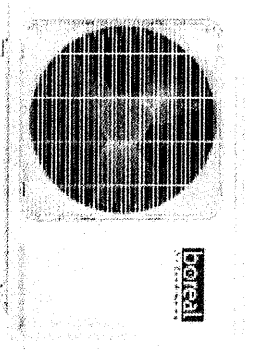
## PRICING

- \$3,165.89 in total
- 50% (\$1,582.95) Deposit Required
- Quote valid 30 days

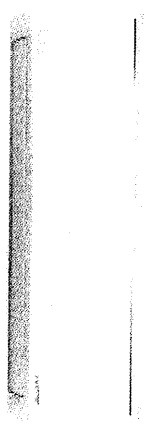
## ABOUT YOUR PROJECT

Proposal for a new Boreal heat pump to be installed in the Sherriffs office for Franklin County in Farmington. This is a contract price, and it includes all labor, materials and permits required to complete installation. The price also includes a 10 year warranty on all parts, 4 year workmanship warranty, and 1 year labor coverage also included.

Outdoor Unit -  
OSEM180B  
BTUs 18000  
Qty: 1



Indoor Unit -  
OSEM181B  
Other  
BTUs 18000  
Qty: 1



### List of Accessories

- SLIMWBB300 (300 lb Wall Bracket)

## WARRANTY

We recommend a 12-year Commercial Warranty with biennial cleaning (every 2 years) included for the 2 coils quoted in this system. This would add an additional \$2,550.00 to your order. If you are interested just tap the checkbox below.

**Include Warranty in my Order**

## FINANCING

Total Price Before Financing  
\$3,165.89

(Click Here to Apply)  
(<https://www.neifund.org/daves-world-inc-windham/>)  
Estimated Monthly Cost w/ Financing  
As Low As \$32.05/month @ 10 Years

**I plan to use the financing option for this order**

Download PDF

[Click Here to Sign!](#)

[Maybe Later](#)

NOTE! The provided estimate is good for 30 days from the initial Review

**MAINE'S MOST TRUSTED HEAT PUMP PROVIDER!**

## Simple Heat Loss Calculator

This heat loss calculator is designed to roughly determine how many BTUs per hour you and your space need. The chart below shows measurements taken for the rooms you have specified, along with the insulation value you have indicated.

We offer heat pumps that operate at -5, 5, and 17 degrees. Hyper Heat Pumps will operate down to -13 degrees.

The amount of BTUs a heat pump can generate changes with outside temperature. Example: An MUZFS15NAU1 Mitsubishi Hyper pump puts out 14,400 BTUs at -13 degrees, 16,000 at -5, 19,360 at 5 degrees and 22,730 at 17 degrees.

Room	Length	Width	Square Footage	Insulation Factor	Room Total
Other	24	24	576	25	14400
<b>House Total</b>					<b>14400</b>

Primary heating system is no longer operational. This will be used as primary heat until the new building is up. They are fine to use supplemental heat as back-up. Looking for zone comfort with the option to relocate equipment in the future.





# Deconversion Transfer Request (DTR) Form

Phone: 877-694-4015 • Fax: (303)-801-6034 •  
DeconversionTeam@retirementpartner.com

This Deconversion Transfer Request (DTR) Form constitutes direction by the Plan Sponsor or other Plan administrative fiduciary (“Plan Fiduciary”) to Empower under the terms of the Recordkeeping Services Agreement and must be reviewed and accepted by Empower in order to process the deconversion and transfer of plan assets from the Empower recordkeeping platform to a successor recordkeeper. This DTR Form supersedes all previous communications, requests and direction concerning the plan’s deconversion.

Please complete the information, execute and submit to the Empower Deconversion Team for processing. Empower requires that the Plan Sponsor provides a completed DTR Form in good order no later than 30 days prior to the requested Plan Deconversion Date.

**Modification of Plan Sponsor Direction Must be Made via a DTR Change Form:**

Empower **will not** accept any proposed modifications to the instructions provided by the Plan Sponsor on this DTR Form by a successor plan recordkeeper, financial advisor or other third party that is not the Plan Fiduciary. The Plan Fiduciary may request a modification of the instructions provided on this DTR Form **only** by completing a specific DTR Change Form made available by Empower that is subject to review and acceptance in writing by Empower.

Empower Plan Number: 745024-01

Empower Plan Name: Franklin County Maine Deferred Compensation Plan

Plan Trustee: Amy Bernard

**All Sections below are required to be completed; failure to do so may result in deconversion delay. Please also ensure applicable deadlines and restrictions included below are communicated to participants.**

**Transfer Election**

Plan Sponsor is requesting a deconversion and transfer of Plan assets due to: *(select one)*

- Total Transfer
  - Partial Transfer *(select one)*:
    - Division/Location: \_\_\_\_\_
- OR  List is attached

Empower Retirement  
P.O. Box 173764  
Denver, CO 80217-3764

Securities offered through GWFS Equities, Inc. and/or other broker dealers.  
Insurance products offered by Great-West Life & Annuity Insurance Company, Corporate Office: Greenwood Village, CO; or in New York, by Great-West Life & Annuity Insurance Company of New York, Home Office: White Plains, NY.



If a list is attached, you must specifically identify and provide the list of affected participants by name and SSN. Note: only participants with a balance will transfer. Eligible employees and those with a zero balance will not transfer. As a result, you must reestablish the accounts with the successor recordkeeper once the Partial Transfer is complete.

If a Division/Location is selected, your direction to transfer a separate division/location will include all participants (including eligible employees and participants with a zero balance) reflected in that division or location.

**Cessation of Empower Services:** For a Total Transfers, the Plan Sponsor acknowledges and agrees that Empower will not review or process plan transactions 5 business days prior to and including the Plan Deconversion Date. As of the Plan Deconversion Date, Empower and its affiliates will stop providing all remaining recordkeeping and administration services to the Plan.

**Note on Blackout Period:** DOL regulations generally require the Plan Administrator to give participants and beneficiaries 30 days advance notice of blackout periods. The Plan Administrator is required to send the notice, and the Plan Deconversion Date must be coordinated to ensure the Plan Administrator can meet the notice requirement. The Plan Administrator must provide the Blackout Notice and any other notifications to participants and beneficiaries required under applicable law (e.g., change in Plan investment notification, mapping of investments, etc.).

**External Stable Value Fund Election**

N/A – The Plan does not include an External Stable Value Fund

Stable Value Fund

The Plan Sponsor acknowledges it has discussed their Stable Value Fund contract with the applicable provider and directs Empower to process the Plan deconversion transaction for this asset group based on the election below. Note: Other box selections are subject to review and approval by Empower. Plan Sponsor agrees to submit formal notice to the Fund contract provider. Contact your Plan Deconversion Specialist for more information.

**EXTERNAL STABLE VALUE FUNDS: (select one)**

- Liquidate (Please provide evidence of approval from applicable Stable Value Fund provider)
- 100% Re-Register
- Other (please specify):

**Plan Sponsor Acknowledgement of Other Investment Fund Restrictions**

The Plan Sponsor acknowledges and agrees that certain investment options may have liquidation or transfer restrictions. The Plan Sponsor is solely responsible for reviewing the applicable contracts and/or disclosure documents with its advisors before directing Empower with respect to any liquidation or re-registration and acknowledges and agrees that Empower shall not be liable for any claim of loss or other damages if a liquidation or re-registration request is rejected by the investment provider.





## **Successor Recordkeeper Instructions**

New Recordkeeper (Financial Institution Name): JPMorgan Chase

New Plan Asset Custodian (Financial Institution Name): Nationwide Trust Co., FBO NRS

Contact name at new recordkeeper: Scott Tucci

Contact phone number: 614-435-4942

Contact email address: tuccis1@nationwide.com

Without further review or approval, the Plan Sponsor hereby authorizes and directs Empower to:

- (i) determine, in coordination with the Plan's successor recordkeeper and the Plan's investment options, the date the transfer of Plan assets will be initiated and the Plan will be scheduled to deconvert on Empower's recordkeeping platform (the "Plan Deconversion Date");
- (ii) determine the SDB Blackout Date and the date of any liquidation or transfer in-kind of assets held in a self-directed brokerage account, prior to the Plan Deconversion Date as applicable and as elected by the Plan Sponsor in the *Self Directed Brokerage Account* section below;
- (iii) determine the Blackout Start Date, after which point Empower will cease to accept new contributions and participants may not initiate distributions, loans or exchange investment options within their account;
- (iv) provide certain Plan and participant records requested by the Plan Sponsor or successor provider directly to the successor provider; and
- (v) initiate a liquidation/transfer request to the Plan's investment options, but not until Empower is in receipt of a Letter of Acceptance from the new plan asset custodian.

## **Transfer of Assets Instructions**

The Plan Sponsor directs Empower to transfer Plan assets in the manner elected in this section. Core Plan Assets include all assets that are not held in a Self-Directed Brokerage Account (SDBA) at Empower or another SDBA provider.

As a reminder, important information and cessation options regarding assets held in an Empower Fixed Fund were summarized within the Contract Termination Introduction Email, are detailed within the Group Annuity Contract (GAC) and will be summarized within our Contract Termination Response Letter. After reviewing the available cessation options, you should elect a cessation option, email it to your Deconversion Analyst. The assigned Deconversion Analyst can answer questions related to the Empower Fixed Fund cessation options. The Plan Sponsor agrees that they will notify participants if the Empower Fixed Fund is to remain benefit responsive and if it may transfer externally (as an intra-plan transfer) to other plan investment options maintained by another provider.



**A. Liquidation of Core Plan Assets** - Empower is directed to liquidate Core Plan Assets as follows: *(select one)*

- All Core Plan Assets are to be liquidated and wired. Section B is still required to be filled out.
- N/A – No Core Plan Assets are to be liquidated and wired. Complete the Transfer of Assets Instructions Excel Spreadsheet in Section B.
- A portion of the Core Plan Assets are to be liquidated and wired. Complete the Transfer of Assets Instructions Excel Spreadsheet in Section B.

**Empower Wiring Policy**

Empower will wire the Plan assets the next business day following the liquidation of Core Plan assets by the close of the Federal Reserve Bank’s Fedwire Funds Service subject to timely receipt of settlement proceeds from the liquidated investment options. The Plan Sponsor acknowledges and agrees to such policy.

**Wire Instructions:**

Payee Name: Nationwide Trust Co., FBO NRS  
Receiving Bank Name: JPMorgan Chase 100 East Broad St,  
City: State: ZIP: Columbus  
ABA (routing number): 021000021  
Account Number: 716482757  
For Further Credit: Nationwide Trust Co., FBO NRS

By providing wire instructions, the Plan Sponsor acknowledges and agrees that Empower will liquidate and wire the funds in accordance with the Empower wiring policy and the timing of receipt of the funds by the successor recordkeeper may not allow for the reinvestment of the funds on the next business day. The Plan Sponsor further acknowledges and agrees that Empower shall not be liable for any claim of loss or other damages as a result of liquidating and wiring the funds in accordance with the Empower wiring policy.

**Empower Policy for Residual Amounts**

If residual amounts are received from a Plan investment option provider (e.g., dividend payments, capital gains payments, etc.) following the Plan Deconversion Date, Empower may either wire such residual amounts, or alternatively, may forward or reissue one or more checks to the Asset Custodian/Payee listed below. The Plan Sponsor acknowledges and agrees to such policy.

**Check Instructions (Plan Sponsor Must Complete):**

Asset Custodian/Payee Name: Nationwide Retirement Solutions FBO Franklin County Maine Deferred Compensation Plan  
Street Address: 10 West Nationwide BLvd  
City/State/Zip: Columbus OH 43215





**B. Re-Registration of Core Plan Assets** – Empower is directed to re-register Core Plan Assets as follows:

(select one)

N/A – No Core Plan Assets are to be re-registered

All Core Plan Assets are to be re-registered as indicated in the Transfer of Assets Instructions Excel Spreadsheet

A portion of the Core Plan Assets as indicated in the Transfer of Assets Instructions Excel Spreadsheet are to be re-registered

Note: Direction for all available investment options within the plan needs to be provided in the Transfer of Assets Instructions Excel Spreadsheet, including investment options that are not to be re-registered or that currently have a zero balance. Instructions on obtaining the list of available investment options for this plan are provided within the second sheet of the Transfer of Assets Instructions Excel Spreadsheet. Completion of this spreadsheet is mandatory. Failure to provide direction to all investment options may result in a delay in Deconversion.

**Empower Core Plan Assets Re-Registration Policy**

Empower will initiate the re-registration on the first business day following the Plan Deconversion Date.

**C. Re-Registration or Liquidation of Self-Directed Brokerage (SDB) Accounts**

The Plan does not include SDB accounts

The Plan includes Self-Directed Brokerage Accounts - complete the following:

Name of self-directed brokerage account provider: \_\_\_\_\_

Indicate if SDB investments are to be liquidated or transferred in-kind: (select one)

Total Liquidation - The Plan Sponsor directs Empower to request a liquidation of the participant's SDB account from the SDB provider and, upon receipt of the proceeds, allocate the funds in accordance with the participant's investment allocation on file, or if none, to the Plan's default fund.

The Plan Sponsor acknowledges that SDB Accounts are not accessible for purposes of contribution transfers from the Empower platform, participant initiated investment exchanges/transfers **15 business days** prior to and including the Plan Deconversion Date (the "SDB Blackout Date") and will notify participants of the restrictions on the SDB accounts which will apply on the SDB Blackout Date.

The Plan Sponsor directs Empower as to the following: participant initiated in-kind distribution requests from SDB accounts which are pending on the Plan's Deconversion Date shall be



liquidated on the Plan's Deconversion date. Plan Sponsor acknowledges it will notify participants that in-kind distribution requests must be completed prior to this deadline in order to avoid SDB liquidation and that participants must notify new SDB provider of this restriction in order for new SDB provider to initiate the in-kind transfer in a timely manner.

Total In-kind Transfer - The Plan Sponsor directs Empower to request an in-kind transfer of the participant's SDB account from the SDB provider, provided that the Plan's new SDB provider initiates the In-kind transfer via Automated Customer Account Transfer (ACAT) Service. The Plan Sponsor acknowledges and agrees that if the Plan's new SDB provider does not timely request an in-kind transfer via ACAT, the Plan's Deconversion Date will be delayed.

The Plan Sponsor acknowledges that SDB Accounts are not accessible for purposes of contribution transfers from the Empower platform, participant initiated investment exchanges/transfers **5 business days** prior to and including the Plan Deconversion Date (the "SDB Blackout Date") and will notify participants of the restrictions on the SDB accounts which will apply on the SDB Blackout Date.

The Plan Sponsor acknowledges and agrees that assets held in the Self-Directed Brokerage Account must be liquidated or transferred in-kind with no remaining balance before the Plan's deconversion may be processed. The Plan Sponsor agrees that information regarding the applicable deadline and restrictions listed above will be communicated to participants.

### **Payment of Empower Recordkeeping and Administration Fees**

Empower will assess and process recordkeeping and administrative fees through the Plan's Deconversion Date. The Plan Sponsor has provided direction to Empower with respect to the payment of Empower's fees for the recordkeeping and administration services provided to the Plan Sponsor. Empower will process recordkeeping and administration fees in accordance with the direction previously provided by the Plan Sponsor, unless the Plan Sponsor provides alternate payment instructions. The Plan Sponsor agrees to pay all outstanding Empower fees prior to the deconversion date. The Plan Sponsor authorizes Empower to deduct any remaining outstanding Empower fees from the funds wired to the successor recordkeeper."

### **Final Plan Services and Valuation Report Instructions**

#### **Ongoing Payroll Service**

Does your plan currently use a payroll vendor to send contribution files directly to Empower?

Yes  No





If yes, Plan Sponsor must contact their vendor and instruct them to discontinue sending payroll files to Empower. Failure to do so could result in missed payroll contributions and penalties for late contribution deposits.

**Participant Distribution Education Services**

The Plan Sponsor acknowledges and agrees that Empower or its affiliates will make retirement education consultants available to Participants to provide distribution education services and may contact Participants who are eligible to receive distributions from the Plan to provide information regarding distribution options under the Plan including rollover services and products offered by Empower.

**Final Form 5500 Service for a Merging Plan**

Is a final Form 5500 needed because deconversion is the result of merger into a successor plan?

Yes  No

**Final Plan Valuation Report**

In addition to the Plan’s successor recordkeeper, I hereby authorize Empower to send the reports described in this section to the parties listed below:

Company: IIS Financial Services

Contact Name: David Hanson

E-mail Address: dhanson@iisfinancial.com

**Final Participant Valuation Report Policies** – the Plan Sponsor acknowledges and agrees to the following policies:

- A report reflecting the participants’ account balances on the Plan Deconversion Date by investment option and by money type will be provided to your new recordkeeper via secure e-mail. NOTE: The reports will be sent as .txt documents. Contact Empower for more information on the timing of delivery.
- The **sXXXXXX.zip file** (supplemental file) contains the layout, fund legend, appendices, and balance files broken down by participant and by money type.
- The **dXXXXXX.zip file** (data file) contains all of the data files: PARTS, ALLOC, BALANC, ITD, LOAN, LOMNTY, LONBAL, VEST, OWNER, PPAY, MRD, BENE, DFRL, SALARY and EMP. You can access this data by using the layout in the supplemental “s” file.
- Included with these materials is a **Supplemental Restrictions file**, which contains all individual account restrictions known to us (i.e. QDROs, garnishments, etc.). These individual account restrictions are not reported elsewhere and need to be merged into the data records.

- To obtain **Year-to-Date detail for Contributions and Distributions**, the Plan Sponsor should download these reports via our PSC Website which they will retain access to for 90 days post Plan Deconversion Date.

Plan Sponsor acknowledges that as of the Plan Deconversion Date, Empower will provide only those reports applicable to the Plan and currently available from Empower's recordkeeping system.

### **REASON FOR DECONVERSION:**

Please indicate the primary reason for the asset transfer: *(select one)*

- Intermediary Influence
- Intermediary Turnover
- M&A (Merger/Acquisition)
- Organizational Changes (Client)
- Organizational Changes (Empower)
- Fees
- Operational Issues
- Product Offering
- Platform & Technology Limitations
- Client Service Issues
- Due Diligence

Additional feedback on reason for Deconversion (optional):

Lower fees at Nationwide and the ability to offer Online enrollment

### **Authorization:**

**I am an authorized representative and have the authority to sign this document on behalf of the Plan Sponsor and the Plan. The Plan Sponsor has consulted with its advisers to the extent deemed necessary prior to the execution of this authorization directing Empower to proceed with the Plan deconversion.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

### **Form Submission Instructions**

Email this completed form to your assigned Deconversion Analyst. This will result in this request being automatically fed into our work-flow process.

Empower Retirement  
P.O. Box 173764  
Denver, CO 80217-3764

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Securities offered through GWFS Equities, Inc. and/or other broker dealers.

Insurance products offered by Great-West Life & Annuity Insurance Company, Corporate Office: Greenwood Village, CO; or in New York, by Great-West Life & Annuity Insurance Company of New York, Home Office: White Plains, NY.





\*\*\* INTERNAL USE ONLY- DO NOT FILL OUT \*\*\*

QC Approval & Date: \_\_\_\_\_

Consultant Approval & Date: \_\_\_\_\_

## **PARTICIPATION AGREEMENT**

### **For Participating Plans in the Great Gray Collective Investment Trust**

This Participation Agreement (this “Participation Agreement”) is entered into by and between the plan fiduciary (the “Plan Fiduciary”) named on the signature page hereto on behalf of the qualified retirement plan and other plan, trust or investor eligible to participate in the Trust listed in Appendix A (the “Participating Plan”) and Great Gray Trust Company, LLC (“Trustee”), as trustee under the Great Gray Collective Investment Trust (the “Trust”).

The Trustee maintains the Trust for the collective investment of Participating Plans. The Trust holds assets in investment funds established under the Trust. The Participating Plan wishes to invest assets in certain of the Trust’s investment funds as listed in Appendix B attached to this Participation Agreement (each, a “Fund” and collectively, the “Funds”) and become a Participating Plan (as such term is defined in the Declaration of Trust (as defined below)).

The parties hereto agree as follows:

1. Appointment of Trustee. The Plan Fiduciary hereby (i) appoints the Trustee as trustee of the assets of the Participating Plan invested in the Trust and agrees to be bound by the provisions of the Trust instrument, and applicable exhibits and appendices thereto (attached as Appendix C), as amended from time to time, (the “Declaration of Trust”); (ii) authorizes the Trustee to hold, invest and reinvest the assets of the Participating Plan invested in the Trust in accordance with the terms of the Declaration of Trust; (iii) if a “named fiduciary” of the Participating Plan, appoints the Trustee as the investment manager within the meaning of Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and as a named fiduciary within the meaning of Section 402(a)(2) of ERISA, of the assets of the Participating Plan invested in the Trust; and (iv) authorizes the Trustee to appoint one or more investment advisers to assist the Trustee in managing the assets of the Trust. The Trustee hereby accepts such appointment and acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA with respect to the assets of the Participating Plan invested in the Trust.
2. Investment of the Assets. The Plan Fiduciary may from time to time deliver assets of the Participating Plan for investment in Funds designated by the Plan Fiduciary. The Plan Fiduciary acknowledges and agrees that the Trustee has no responsibility for the Plan Fiduciary’s decision to invest Participating Plan assets in or withdraw Participating Plan assets from the Funds. Assets of the Participating Plan invested under this Participation Agreement may be commingled with assets of other eligible retirement trusts in the Funds.
3. Adoption of the Trust. The terms and conditions of the Declaration of Trust are hereby adopted and incorporated by reference into the Participating Plan. The Plan Fiduciary acknowledges, on behalf of the Participating Plan, having received a copy of the Declaration of Trust and the Fee Schedule (attached as Appendix B) for each Fund in which the Participating Plan is investing and agrees to be bound by their respective terms. In the event of any inconsistency between this Participation Agreement and the Declaration of Trust with respect to the Participating Plan’s investment in any Fund, the Declaration of Trust shall control.
4. Authorized Persons. From time to time, the Plan Fiduciary may specifically authorize in writing persons who may communicate directions, instructions or other notices on its behalf to the Trustee (each, an “Authorized Person”). The Trustee is authorized to act and rely upon any directions, instructions or certifications received from any such Authorized Person unless and until the Trustee has been notified in writing of a change in such Authorized Person.
5. Representations and Warranties. The Plan Fiduciary represents and warrants to the Trustee the following:
  - (a) The Plan Fiduciary is with respect to the Participating Plan: (i) the Participating Plan sponsor, board of trustees, investment board, investment committee, other named fiduciary or other fiduciary; (ii) the Participating Plan trustee; or (iii) other authorized representative of the Participating Plan; who, in each case, has the authority and power under the Participating Plan’s governing documents, ERISA or other applicable law, and has taken all action necessary in accordance therewith, to execute this Participation Agreement on the conditions and terms set forth herein and, without limitation, to effect all of the appointments and delegations set forth or otherwise contemplated herein. If the Participating Plan subject to ERISA, the undersigned is a “named fiduciary” of the Participating Plan within the meaning of Section 402(a)(2) of ERISA, or is acting at the proper direction of a named fiduciary of the Participating Plan.

- (b) The Participating Plan is maintained pursuant to a governing document that provides that it is impossible for any part of the corpus or income of such trust or custodial account to be used for or diverted to purposes other than for the exclusive benefit of its participants and their beneficiaries.
- (c) The Participating Plan is willing and able, at the request of the Trustee, to furnish a favorable determination letter from the Internal Revenue Service, to furnish an opinion of counsel, or to provide other evidence acceptable to the Trustee, that demonstrates that the retirement trust qualifies for exemption from federal income taxation pursuant to the Internal Revenue Code of 1986, as amended (the "Code").
- (d) The Participating Plan is one of the following (check the applicable provision of this Paragraph 5(d)):
- A retirement, pension, profit-sharing, stock bonus, or other employee benefit trust or custodial account which is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code and, if such trust or custodial account covers one or more self-employed individuals within the meaning of Section 401(c)(1) of the Code, which satisfies the applicable requirements of the Investment Company Act of 1940, as amended (the "Investment Company Act") and the Securities Act of 1933, as amended, (the "1933 Act") and SEC Rule 180, or any successor ruling, regulation, or similar pronouncement, regarding participation by such investor in a collective investment trust; or
  - An eligible governmental plan trust or custodial account under Section 457(b) of the Code which is exempt from Federal income taxation under Section 457(g) of the Code; or
  - A governmental plan described in Section 414(d) of the Code; or
  - A trust or custodial account created under an employees' pension or profit sharing plan that is a Puerto Rican plan described in Section 1022(i)(1) of ERISA that meets the requirements of Revenue Ruling 2011-1, as modified by Revenue Ruling 2014-24; or
  - A church plan (as defined in Section 414(e) of the Code), including a plan described in Section 401(a) of the Code and a retirement income account described in Section 403(b)(9) of the Code, or such a plan maintained by an organization described in Section 414(e)(3)(A) of the Code the principal purpose or function of which is the administration of such a plan or account;
  - Other plan, trust or other entity whose investment in the Trust would not jeopardize the Trust's tax exemption under Section 501(a) of the Code, its treatment as a group trust under Revenue Ruling 81-100, as clarified and modified by Revenue Ruling 2004-67, Revenue Ruling 2011-1, and Revenue Ruling 2014-24, as further modified or amended from time to time (collectively, the "Group Trust Rules"), its exemption from the registration requirements of the federal and state securities laws, and as further permitted by applicable rules and regulations of, as applicable, the Financial Institutions Division of the Nevada Department of Business and Industry, the U.S. Securities and Exchange Commission, and the Internal Revenue Service, to pool their funds in a bank collective investment fund; or
  - A common, collective or commingled trust fund, including, but not limited to, any such fund maintained by the Trustee, which consists solely of the assets of investors described in this Paragraph 5(d) and is exempt from Federal income taxation under Section 501(a) or other applicable provisions of the Code by reason of qualifying under the Group Trust Rules [*Please contact Trustee for Participation Agreement for such funds*]; or
  - A separate account maintained by a life insurance company so long as (i) all of the assets in the separate account consist solely of assets of group trust retiree benefit plans as defined in Revenue Ruling 2011-1 as modified by Revenue Ruling 2014-24, or any successor ruling, regulation or similar pronouncement, which group trust retiree benefit plans are comprised only of such types of plans as are described in this Paragraph 5(d); (ii) the insurance company maintaining the separate account enters into a written arrangement with the Trustee consistent with the requirements of Revenue Ruling 2011-1 (including the requirement that no part of the corpus or income of any of the group trust retiree benefit plans be used for, or diverted to, any purpose other than for the exclusive benefit of the plan participants and their beneficiaries); (iii) the assets of the separate account are insulated from the claims of the insurance company's general creditors [*Please contact Trustee for Participation Agreement for Insurance Company Separate Accounts*].
- (e) All directions, authorizations and investments under this Participation Agreement by the Plan Fiduciary or other Authorized Person(s) will be made in accordance with the terms of the Participating Plan and this



Participation Agreement and any law, regulation or other legal authority governing the operations and investments of the Participating Plan.

- (f) The terms of the Participating Plan permit the commingling of Participating Plan assets in a collective investment fund with the assets of other tax qualified plans and this Trust (along with the Fund Declaration of each Fund thereunder to the extent the assets of the Participating Plan are invested in such Fund as well as, in the event any such Fund invests in any collective investment funds that are exempt from tax under the Group Trust Rules, the trust instruments pursuant to which such funds have been established) is adopted as part of the Participating Plan. No portion of the Participating Plan includes assets of a "deemed individual retirement account" or "deemed IRA" as described in Section 408(q) of the Code.
- (g) The investment in the Funds does not constitute a non-exempt "prohibited transaction" as such term is defined in Section 406 of ERISA and Section 4975 of the Code. If the Participating Plan is subject to Section 407 of ERISA, the Plan Fiduciary understands and acknowledges that (i) ERISA restricts the investment in employer securities and employer real property as defined in Section 407 of ERISA; (b) these restrictions require monitoring that the Trustee and the Sub-Advisor do not provide; and (c) the Plan Fiduciary must rely upon its ability to restrict the acquisition and holding of employer securities and employer real property in other investment portfolios in order to ensure that any limitations applicable under Section 407 of ERISA are satisfied.
- (h) The Plan Fiduciary acknowledges and understands that the Trustee may, in the course of managing the assets of the Trust and the operation of the Trust, rely upon any statutory or administrative prohibited transaction exemption available from time to time under ERISA and the Code, including but not limited to:
  - (i) U.S. Department of Labor Prohibited Transaction Exemption ("PTE") 91-38, as amended, with respect to certain Trust transactions from time to time. PTE 91-38 generally permits certain otherwise prohibited transactions under ERISA between bank collective funds, such as the Trust, and certain parties related to the Participating Plan.
  - (ii) The Plan Fiduciary further acknowledges and understands that the Trustee may rely on PTE 84-14, as amended, with respect to certain Trust transactions from time to time. PTE 84-14 generally permits certain otherwise prohibited transactions between bank collective funds, such as the Trust, and certain parties in interest of the Participating Plan.

Special conditions apply in the case of a Participating Plan with a 10% or greater interest in a Fund under both PTE 91-38 and PTE 84-14. In the event that the Trustee identifies a Participating Plan subject to ERISA (in combination with any Participating Plan established or maintained by the same employer (or an affiliate thereof) or by the same employee organization) as holding a 10% or greater interest in a Fund, the Plan Fiduciary agrees to promptly furnish such additional information as the Trustee may reasonably require to comply with such conditions, including names of affiliates of the Participating Plan sponsor and the identification of any such affiliates that may be engaged in the provision of broker-dealer or other financial services.

- (i) The Plan Fiduciary acknowledges that the Trustee does not intend to register with the Commodity Futures Trading Commission ("CFTC") as a "commodity trading advisor" or "commodity pool operator" under the Commodity Exchange Act of 1936, as amended, with respect to the Funds in reliance upon one or more exemptions from such registration requirements or exclusions from the definition of "commodity pool operator" or because such registration otherwise is not required.
- (j) The Participating Plan's assets are not treated as "proceeds of a municipal securities issuance" under applicable federal and/or state laws at the time such assets are invested in the Trust and will continue not to be treated as such at any time thereafter.
- (k) Neither the Plan Fiduciary, nor any person directly or indirectly controlling, controlled by or under common control with the Plan Fiduciary or Participating Plan, is a person identified on any relevant lists maintained by governmental authorities as a terrorist or other threat to the national security, foreign policy or economy of the United States, including the Office of Foreign Assets Control sanctions lists. The Plan Fiduciary further agrees and acknowledges that all payments and contributions by the Participating Plan to the Fund(s) and all payments and distributions to the Participating Plan from the Fund(s) will only be made in the Participating Plan's name and to and from a bank account of a bank based or incorporated in or formed under the laws of the United States and that is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act, as

amended, and the regulations promulgated thereunder. In addition, the Plan Fiduciary represents that it and the Participating Plan are in compliance with all applicable anti-money laundering laws and regulations.

- (l) The representations and warranties contained herein shall be deemed to be restated on each investment in and withdrawal from any Fund. The Plan Fiduciary will promptly notify the Trustee if the Participating Plan no longer satisfies the eligibility requirements of Section 2.1 of the Declaration of Trust.
  - (m) The person executing this Participation Agreement on behalf of the Plan Fiduciary and the Participating Plan is duly authorized to execute and deliver this Participation Agreement on behalf of the Plan Fiduciary and Participating Plan and to legally bind the Plan Fiduciary and Participating Plan to this Participation Agreement.
6. Withdrawal. The Plan Fiduciary expressly acknowledges and agrees to the restrictions on withdrawal set forth in the Declaration of Trust (including the applicable Fund Declaration as may be appended to the Declaration of Trust). Advance written notice of 5 business days is required for any plan sponsor directed withdrawal that will exceed \$1,000,000.
  7. Large Purchases or Withdrawals. The Plan Fiduciary and the Participating Plan further acknowledge and agree that, in the event of a significant purchase or withdrawal of units by the Participating Plan, the Trustee may, in its discretion, determine that a temporary "transition account" for the benefit of the investing or withdrawing Plan is necessary in order to mitigate market impact or otherwise ensure that transaction costs associated with such purchase or withdrawal are borne by the Participating Plan.
  8. Proxy Voting. The Plan Fiduciary acknowledges and agrees that the Trustee shall vote, or refrain from voting, all proxies with respect to securities held in each Fund in accordance with the Trustee's proxy voting policies, guidelines, and/or procedures in effect from time to time, or those of the Sub-Advisor the Trustee has retained to advise on investments for the Fund. The Plan Fiduciary acknowledges receipt of a website link to the Trustee's or Sub-Advisor's proxy voting policies, guidelines, and/or procedures and an opportunity to review same and to request additional information, and the Trustee agrees to provide a current copy to the Plan Fiduciary without charge upon request.
  9. Additional Information; Disclosure of Information to Third Parties. The Plan Fiduciary and Participating Plan will provide the Trustee (or its authorized representatives) with such information and documentation as it may reasonably request to monitor and ensure compliance with applicable law. The Plan Fiduciary and the Participating Plan hereby authorize the Trustee to disclose information about the Participating Plan to third parties – including any Sub-Advisor for a Fund, providers of other services with respect to the Trust and one or more Funds, and any investment funds in which a Fund may invest from time to time – as necessary to carry out the Trustee's responsibilities with respect to the Trust and the Funds, as necessary for compliance with applicable laws and regulations (including reports filed on Form 5500 with the U.S. Department of Labor), and (in the case of investment funds in which the Funds may invest) for purposes of tracking ownership and sales information.
  10. Fees. For trusteeship and management of the Trust, the Trustee shall be entitled to receive the fees calculated in accordance with the Fee Schedule set forth as Appendix B hereto. The Plan Fiduciary acknowledges and agrees that such fees are not more than reasonable compensation for the services provided by the Trustee. The Fund may be subject to additional fees as set forth in Appendix B, including payments to third-party administrators and recordkeepers, as well as payments to brokers and other financial intermediaries that provide services to the Participating Plan in connection with its investment in the Fund. Appendix B may be amended from time to time upon written notice to the Participating Plan. Fees shall be deducted prior to any distribution from the Trust to the Participating Plan.
  11. Limitation of Liability. The Trustee, and any officers, directors, employees, agents, and affiliates of the Trustee (the "Indemnified Parties"), will not be responsible or liable for any action or omission on the part of the Plan Fiduciary or any other fiduciary to the Participating Plan, except as otherwise required by applicable law. To the fullest extent permitted by applicable law, the Indemnified Parties will be indemnified out of assets of the Trust for losses, liabilities, expenses, costs and damages they may incur by reason of any act taken or not taken by them in good faith and in the exercise of reasonable care, including reasonable expenses of defending any action brought with respect to any action so taken or omitted. Notwithstanding anything in the Declaration of Trust or this Participation Agreement, to the extent permitted by law, the parties hereto waive all rights to claim punitive, indirect, special or consequential damages. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that the Plan Fiduciary, the sponsor of the Participating Plan or the Participating Plan may have under any such laws.

12. Indemnification. The Participating Plan and the Plan Fiduciary, in its personal (individual/entity) capacity and in its capacity as a duly authorized representative of such Participating Plan, each hereby severally agrees to indemnify and hold harmless the Indemnified Parties against any liability, losses or expenses arising from (a) the Trustee's reliance on any direction, instruction, or other notice given to the Trustee by any Authorized Persons on the Participating Plan's behalf, or (b) any breach of this Participation Agreement or the Declaration of Trust, or breach of fiduciary duty, by the Participating Plan or the Plan Fiduciary.
13. Termination. This Participation Agreement may be terminated by either party hereto upon 30 days' advance written notice to the other party. Upon notice of termination, the Trustee shall distribute the assets of the Participating Plan from the Fund in accordance with the provisions hereof and the Declaration of Trust. Until the Participating Plan's entire interest in the Trust has been distributed, the terms of the Declaration of Trust and this Participation Agreement shall continue to govern the parties' obligations regarding assets invested in the Trust.
14. Miscellaneous. This Participation Agreement may be amended by the Trustee at any time by prior written notice to the Plan Fiduciary, except no amendment shall change the representations and warranties of a Participating Plan without its written concurrence. If the Plan Fiduciary does not submit a written objection to the amendment by the effective date specified by the Trustee in the notice, the Plan Fiduciary will be treated as having consented to and approved the amendment.

The Trustee may also amend this Participation Agreement, including an amendment materially changing this Participation Agreement, at any time, if doing so is necessary for the Trustee to bring the Trust or a Fund into compliance with applicable law (or a change thereto) or to preserve the tax-exempt status of the Trust or a Fund. The Trustee shall provide notice of such an amendment to the Participating Plan's Authorized Person(s) as soon as practicable.

Notice may be delivered personally or by express delivery, registered or certified mail, postage prepaid, return receipt requested, or by electronic means as provided below. This Participation Agreement shall be binding upon the successors and assigns of any and all present or future parties, including, for the avoidance of doubt, any successor Trustee. This Participation Agreement and the obligations of the parties, including without limitation the applicability of state banking and securities laws, shall be governed by and interpreted under the laws of the State of Nevada to the extent not superseded by federal law. This Participation Agreement, together with the Declaration of Trust, constitute the entire agreement between the Participating Plan and the Trustee regarding the subject matter of this Participation Agreement.

15. Authorization of Electronic Communications. The Trustee is authorized to transmit information, documents, reports, disclosures, notices and agreements relating to the Participating Plan's interest in the Trust electronically, including via email or other electronic means, to the Plan Fiduciary and/or the Participating Plan. By signing this Participation Agreement, the Plan Fiduciary and the Participating Plan consent to electronic delivery as described in the preceding sentence. In so consenting, the Plan Fiduciary and Participating Plan acknowledge that electronic messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. Neither the Trust nor the Trustee gives any warranties in relation to these matters.
16. Authorization of Electronic Signatures. *Applies only if this Participation Agreement includes an electronic signature using a nationally recognized e-signature service provider.* In order to enable the electronic signature hereof, under both the Federal E-Sign statute and any applicable state statutes modeled after Uniform Electronic Transactions Act, the parties hereby state as follows: by signing below, each of the parties acknowledges and agrees that it has agreed to conduct transactions electronically and that any electronic signature, or other electronic manifestation of assent hereto in the form specified, is and will be the signature of such party for all purposes.

This Participation Agreement is entered into and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Plan Fiduciary: Franklin County Maine**

(Name and Title)

By: \_\_\_\_\_  
(Signature)

**Great Gray Trust Company, LLC**

\_\_\_\_\_  
(Name and Title)

By: \_\_\_\_\_  
(Signature)



**General Instructions:** Click on the field to enter your data and **Press F1 for Help.**  
 If a [Form 5500](#) (click for look up) has not been filed for the Plan or the Plan Tax I.D. or address does not match the Form 5500, please include a signed IRS Determination Letter, Form W-9 or Plan Document / Adoption Agreement to confirm Plan information and avoid delays in processing.

Need assistance or have questions? Call 866.427.6885 or email [CIFPlanOnboarding@greatgray.com](mailto:CIFPlanOnboarding@greatgray.com)

## APPENDIX A Participating Plan

### Plan Information

Is this a Start Up Plan?	No (If Yes, please see General Instructions above)	
Name of Participating Plan	Franklin County Maine 401(a) Plan	
Address	140 Main Street STE 3	
City State, Zip	Farmington ME 04938	
Telephone	207.860.4251	
Plan Sponsor's Name	Franklin County Maine	
Contact Name and Email	Tiffany Baker <a href="mailto:tbaker@franklincountymaine.gov">tbaker@franklincountymaine.gov</a>	
Plan Tax I.D. #	01-6000005	
Plan (PN) # (Form 5500)	N/A	
Plan Type	401(a) Governmental Plan	Government entity? Yes
Estimated Funding Information (if known)	\$	Trade Date:

### Recordkeeper Information

Recordkeeper Name	Nationwide Retirement Solutions	
Recordkeeper Contact Name	Stephanie Jepson	
Address, City State, Zip	10 West Nationwide Blvd Columbus OH 43215	
Email	<a href="mailto:jepsons@nationwide.com">jepsons@nationwide.com</a>	
Telephone	614.435.2173	

### Fund/Trading Information

NOTE: If your Recordkeeper is not listed, contact your Relationship Manager to identify.

NSSC Firm Name and Number	Nationwide-0263 Wells Fargo-0929	
BIN Number (Fidelity-NFS only)	Other (if not listed):	

### Sales Information

Advisor Firm Name	IIS Financial	
Financial Advisor Name	David Hansen	
Address	707 Sable Oaks Dr.	
City, State, Zip	South Portland ME 04106	
Telephone	207.761.4733	
Financial Advisor Email	<a href="mailto:dhanson@iisfinancial.com">dhanson@iisfinancial.com</a>	
Great Gray Sales Contact	Select One	



## APPENDIX B

### Fees and Expenses

The annualized Total Fee shown below compensates the Trustee for the provision of trustee (including investment management) and administrative services to the Fund. The Trustee may compensate other service providers, including sub-advisor(s) who provide investment advisory services to the Trustee, from this Total Fee. The Total Fee includes investment management and administrative fees associated with investments in underlying funds ("Underlying Fund Fees"). Also, if applicable to a Fund's Fee Class, a Service Provider Fee is paid to third party providers of financial services to your plan in connection with the servicing of your plan account.

Each Fund may reimburse the Trustee quarterly and in arrears for any out-of-pocket expenses it incurs on behalf of the Fund that relate directly to the operation of the Fund. Such expenses may include, but are not limited to, expenses related to the annual audit of the Fund, custody services (including overdraft charges), tax form preparation fees, and legal and other fees. For certain Funds, there is a 0.49 basis point daily accrual for these expenses, which is paid quarterly in arrears to the Trustee subject to a year-end true-up so that the total expense reimbursement during the year does not exceed the actual out-of-pocket expenses incurred by the Trustee during that year; to the extent the actual out-of-pocket expenses incurred by the Trustee during that year exceed these payments, the Trustee bears such excess expenses. (Whether the quarterly expense charge applies to a particular Fund is described in the applicable Fund Declaration, which is either appended to the Declaration of Trust attached hereto or can be obtained by emailing fundaccountingclientsvcs@greatgray.com or calling 866-427-6885.) Any expenses incurred in connection with the investment and reinvestment of Fund assets including, without limitation, any transfer agency fees, brokerage commissions and expenses, will be charged against the Fund.

If a Fund invests in other funds, the Fund will incur its share of the investment expenses of those underlying funds. These expenses are embedded in the general investment costs and sale proceeds of such underlying funds and are not reflected as part of the Underlying Fund Fees which are included in the Total Fee shown in the table below.

The information provided below, in combination with the descriptions of the services provided by the Trustee and any Fund Sub-Advisors and other information in the Declaration of Trust, Fund Declarations and other Fund documents, is intended to meet any applicable disclosure requirements under Section 408(b)(2) of ERISA and the regulations thereunder, and to satisfy the alternative reporting option for "eligible indirect compensation" with respect to payments to the Trustee and any Sub-Advisors that may be reportable on Schedule C of the Participating Plan's Form 5500.

Check the Fund(s) in Which You Wish to Invest	Fund	Fee Class	CUSIP	Total Fee* (basis points)	Service Provider Fee (basis points)
<input type="checkbox"/>	Flex Focus Aggressive Retirement Fund	R1	97183A573	12.3	0
<input type="checkbox"/>	Flex Focus Aggressive 2025 Fund	R1	97183A540	12.3	0
<input type="checkbox"/>	Flex Focus Aggressive 2035 Fund	R1	97183A516	12.3	0
<input type="checkbox"/>	Flex Focus Aggressive 2045 Fund	R1	97183A474	12.3	0
<input type="checkbox"/>	Flex Focus Aggressive 2055 Fund	R1	97183A441	12.3	0
<input type="checkbox"/>	Flex Focus Aggressive 2065 Fund	R1	97184D485	12.3	0
<input type="checkbox"/>	Flex Focus Moderate Retirement Fund	R1	97183A417	12.3	0
<input checked="" type="checkbox"/>	Flex Focus Moderate 2025 Fund	R1	97183A375	12.3	0

<input checked="" type="checkbox"/>	Flex Focus Moderate 2035 Fund	R1	97183A342	12.3	0
<input checked="" type="checkbox"/>	Flex Focus Moderate 2045 Fund	R1	97183A318	12.3	0
<input checked="" type="checkbox"/>	Flex Focus Moderate 2055 Fund	R1	97183A276	12.3	0
<input checked="" type="checkbox"/>	Flex Focus Moderate 2065 Fund	R1	97184D451	12.3	0
<input type="checkbox"/>	Flex Focus Conservative Retirement Fund	R1	97183A243	12.3	0
<input type="checkbox"/>	Flex Focus Conservative 2025 Fund	R1	97183A219	12.3	0
<input type="checkbox"/>	Flex Focus Conservative 2035 Fund	R1	97183A177	12.3	0
<input type="checkbox"/>	Flex Focus Conservative 2045 Fund	R1	97183A144	12.3	0
<input type="checkbox"/>	Flex Focus Conservative 2055 Fund	R1	97183B100	12.3	0
<input type="checkbox"/>	Flex Focus Conservative 2065 Fund	R1	97184D428	12.3	0
<b>Index Funds</b>					
(Available for use in addition to Flex Focus Funds)					
<input type="checkbox"/>	BlackRock Equity Index Fund	1	97183J632	2	0
<input type="checkbox"/>	BlackRock U.S. Debt Index Fund	1	97183J624	4	0
<input type="checkbox"/>	BlackRock EAFE Equity Index Fund	1	97183J616	5	0

\* The amount shown in the Total Fee column reflects the effective rate applicable as of the last quarter-end after taking into account Underlying Fund Fees (if any), applicable fee waivers (if any) and determined under a tiered pricing schedule (if applicable). To the extent the actual rates and fees may vary based on the allocation of Fund assets among underlying investments, changes in fee waivers, or changes in the amount of Fund assets, this amount represents a reasonable, good faith estimate of the current charges. For additional information on Underlying Fund Fees, fee waivers, applicable tiered pricing schedules and a description of the Fund's annual operating expenses, or expense ratio, you may request a copy of the Fund Declaration free of charge by emailing [fundaccountingclientsvcs@greatgray.com](mailto:fundaccountingclientsvcs@greatgray.com) or calling 866-427-6885. Please also refer to the quarterly Fact Sheet at [go.greatgray.com/fact-sheet](http://go.greatgray.com/fact-sheet) for additional details on the fees and expenses of the Fund.



## APPENDIX C

### Declaration of Trust

#### GREAT GRAY COLLECTIVE INVESTMENT TRUST 2023 AMENDED AND RESTATED DECLARATION OF TRUST

WHEREAS, effective October 6, 2005, AST Trust Company, a division of American Stock Transfer & Trust Company, established a trust known as the AST Collective Investment Trust (the "Original Trust"), which, pursuant to an amendment executed on November 1, 2015, was renamed the Wilmington Trust Collective Investment Trust (the "Trust");

WHEREAS, the Original Trust was amended six (6) times on October 6, 2005, January 4, 2007, August 14, 2008, November 25, 2009, March 30, 2015, and November 1, 2015 to make certain changes, including changes to the name of the Original Trust and the trustee (to Wilmington Trust Retirement and Institutional Services Company and, subsequently until the date hereof, to Wilmington Trust, National Association (the "Prior Trustee")) (the "Trust Amendments");

WHEREAS, effective as of June 20, 2016, the Trust was amended and restated to incorporate the Trust Amendments as well as certain other changes to the Trust (the "Prior Declaration");

WHEREAS, on the date hereof, the Prior Trustee assigned all of its right, title and interest in the Prior Trustee's collective investment trust business to Great Gray Trust Company, LLC (the "Trustee"), and in accordance with the terms of the Prior Declaration, the Trustee assumed all the rights, titles, powers, duties, discretion and immunities of the Prior Trustee under the Prior Declaration; and

WHEREAS, the Trustee now desires to amend and restate the Prior Declaration on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, effective as of April 28, 2023, the Prior Declaration is hereby further amended and restated to rename the Trust, change the name of the Trustee, correct certain scrivener's errors and make certain other changes.

#### ARTICLE 1 INTRODUCTION

- 1.1 Purpose. The purpose of the Trust created hereunder is to allow plan sponsors ("Plan Sponsors") of employee benefit trusts and other eligible entities, as described below, to collectively invest plan assets in securities and other property which are authorized investments under the Trust. The Trust is created and organized under the laws of the State of Nevada and shall be maintained at all times as a domestic trust in the United States. Each Plan Sponsor may cause its respective plan to join and adopt the Trust and become a participating plan ("Participating Plan"), by executing a Participation Agreement ("Participation Agreement"), which is incorporated into and becomes a part of this Trust by reference.
- 1.2 The Trust. This Trust shall be referred to as the Great Gray Collective Investment Trust. Unless the context indicates otherwise, the terms "Trust," "Agreement," "herein," "hereunder," and similar terms mean this Declaration of Trust and the Trust hereby evidenced. The term "trust" shall mean the trust created and maintained under a Participating Plan which invests in this Trust in accordance with the requirements set forth herein. This Trust is intended to constitute an exempt trust under Section 501(a) of the Internal Revenue Code, as amended (the "Code") and a "group trust" pursuant to the requirements of Rev. Rul. 81-100 (as amended, modified or supplemented from time to time, and any successor ruling thereto) and any other applicable Internal Revenue Service rules and regulations.
- 1.3 Trustee. The Trustee of the Trust is Great Gray Trust Company, LLC.
- 1.4 Effective Date; Trust Year. This 2023 Amended and Restated Declaration of Trust is effective as of April 28, 2023, and amends and restates the Original Trust, which was effective as of October 6, 2005, and was previously amended by the Trust Amendments incorporated under the Prior Declaration. The Trust Year shall be the period ending December 31, 2023 and the twelve-month period ending on December 31 of each year thereafter (the "Trust Year").
- 1.5 Fiduciary Responsibilities. The Trustee shall be a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with respect to the Trust and to those assets of a Participating Plan

invested in the Trust. All fiduciaries with respect to the Trust shall discharge their duties with respect to the Trust solely in the interests of participants and beneficiaries of the Participating Plans and for the exclusive purpose of providing benefits under the Participating Plans and defraying reasonable expenses of administration of the Participating Plans and this Trust, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

- 1.6 Diversification and Prudence of Investments. In determining whether the diversification and prudence requirements in Sections 404(a)(1)(B) and (C), respectively, of ERISA have been met with respect to an investment in the Trust, the Plan Sponsor of each Participating Plan and trustee under such trust shall be solely responsible for determining that the requirement of proper diversification of the total plan assets of such Participating Plan has been met, and neither the Trustee nor any other fiduciary or party shall have any such responsibility therefor or for diversifying such Participating Plan assets.

## ARTICLE 2 PARTICIPATION IN COLLECTIVE INVESTMENT TRUST

- 2.1 Qualification of Participating Plans. An investor in the Trust must (i) maintain a governing document that specifically authorizes it to participate in the Trust via an investment in one of the Funds established pursuant to this Declaration as described in Section 3.1 and that provides that it is impossible for any part of the corpus or income of such investor's trust or custodial account to be used for or diverted to purposes other than for the exclusive benefit of its participants and their beneficiaries; (ii) adopt this Declaration specifically or in substance and effect as part of the investor's plan or other governing documents; (iii) be exempt from federal income taxation; and (iv) satisfy the applicable requirements of the Investment Company Act of 1940 (the "Investment Company Act"), as amended, and the Securities Act of 1933 (the "1933 Act"), as amended from time to time, and any applicable rules of the Securities and Exchange Commission (the "SEC") thereunder or any successor rulings, regulations, or similar pronouncements, regarding participation by such investor in a collective investment trust. Such plans and trusts include:

- a. A retirement, pension, profit-sharing, stock bonus, or other employee benefit trust or custodial account which is exempt from federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code and, if such trust or custodial account covers one or more self-employed individuals within the meaning of Section 401(c)(1) of the Code, which satisfies the applicable requirements of the Investment Company Act and the 1933 Act, as amended, or SEC Rule 180, or any successor ruling, regulation, or similar pronouncement, regarding participation by such investor in a collective investment trust; or
- b. An eligible governmental plan trust or custodial account under Section 457(b) of the Code which is exempt from federal income taxation under Section 457(g) of the Code; or
- c. A governmental plan described in Section 401(a)(24) of the Code; or
- d. A common, collective, or commingled trust fund, including, but not limited to, any such fund maintained by the Trustee, which consists solely of the assets of investors described in this Section 2.1; or
- e. A separate account maintained by a life insurance company so long as (i) all of the assets in the separate account consist solely of assets of group trust retiree benefit plans as defined in Revenue Ruling 2011-1 and as modified by Revenue Ruling 2014-24; (ii) the insurance company maintaining the separate account enters into a written arrangement with the Trustee consistent with the requirements of Revenue Ruling 2011-1 (including the requirement that no part of the corpus or income of any of the group trust retiree benefit plans be used for, or diverted to, any purpose other than for the exclusive benefit of the plan participants and their beneficiaries); and (iii) the assets of the separate account are insulated from the claims of the insurance company's general creditors; or
- f. A trust or custodial account created under an employees' pension or profit sharing plan that is a Puerto Rican plan described in Section 1022(i)(1) of ERISA that meets the requirements of Revenue Ruling 2011-1, as modified by Revenue Ruling 2014-24; or
- g. A church plan (as defined in Section 414(e) of the Code), including a plan described in Section 401(a) of the Code and a retirement income account described in Section 403(b)(9) of the Code, or an organization

described in Section 414(e)(3)(A) of the Code the principal purpose or function of which is the administration of such a plan or account; or

- h. Other plans or trusts which are permitted by Revenue Ruling 81-100, as modified or amended from time to time, and by applicable rules and regulations of, as applicable, the SEC, and the Internal Revenue Service to pool their funds in a bank collective investment fund.

As a condition of admitting any of the foregoing investors to the Trust, the Trustee may require an investor to furnish (i) a favorable determination letter from the Internal Revenue Service, if applicable; (ii) an opinion of counsel; or (iii) other evidence acceptable to the Trustee, which demonstrates that the trust or custodial account qualifies for exemption from federal income taxation under the Code.

2.2 Participating Plans. To qualify as a Participating Plan and participate in the Trust, a plan must:

- a. Complete and return to the Trustee (or its authorized designee) the Participation Agreement and such other participation materials as the Trustee may require from time to time; and
- b. Provide such other documentation, representations, and warranties or other assurances as the Trustee may, in its sole discretion, request.

2.3 Termination of Participation. If at any time a Participating Plan no longer satisfies the conditions for constituting a Participating Plan hereunder, (a) the Participating Plan shall immediately notify the Trustee in writing, and (b) all investments of a Participating Plan shall be withdrawn and distributed to the Participating Plan as soon as practicable thereafter. If the date of such distribution is not otherwise a Valuation Date (as defined in Section 5.1 below), such date shall be a special Valuation Date hereunder.

### **ARTICLE 3 THE FUNDS**

3.1 Establishment of Funds. The Trust shall be divided into separate funds as may be established from time to time (each, a "Fund"). The Trustee shall administer hereunder each such Fund as the Trustee shall deem necessary or desirable from time to time for the effective investment of assets of the Participating Plans. One Fund may hold units of participation in another Fund. Each Fund shall be separately held, administered, invested, valued, distributed, and accounted for and all provisions of this Trust shall apply to each Fund, respectively, unless the context requires or specifically provides otherwise. The assets of each Fund shall be invested and reinvested in any kind of property, real or personal, in accordance with the investment objectives and policies of each Fund established pursuant to Section 3.3.

3.2 Sub-Advisor. The Trustee may appoint a Sub-Advisor (as defined below) to manage, acquire, and dispose of assets under the Fund(s). For purposes of this Trust, the term "Sub-Advisor" shall mean any fiduciary designated in an Investment Advisor Agreement who shall have the power to manage, acquire, and dispose of assets under a Fund. Each such Sub-Advisor shall (a) be registered as an investment advisor under the Investment Advisers Act of 1940, as amended, or under state law, and (b) acknowledge that it will be a "fiduciary" (as such term is defined in Section 3(21) of ERISA) with respect to the assets of the Participating Plan invested in the Fund. Notwithstanding the foregoing, the Trustee shall have full and complete authority to control the specific securities, property, and investments purchased or redeemed and shall retain ultimate authority to accept or reject the advice or direction of any Sub-Advisor.

3.3 Investment of the Funds. The titles and investment objectives of the Funds shall be those as set forth in one or more Fund declarations as may be adopted and amended by the Trustee from time to time. The Trustee may specify the types of investments to be authorized for use by the Funds and other details pertinent to the proper administration, operation, and management of the Fund. The Sub-Advisor may invest all or any portion of the assets of each Fund in one or more mutual funds, stocks, bonds, cash, exchange traded funds, or in one or more collective investment funds, provided that such collective investment funds consist entirely exclusively of the assets of qualified plans and trusts that are exempt from federal income tax under Section 501(a) of the Code and tax-exempt retirement plans maintained by governmental employers under Section 414(d) of the Code, provided such investment satisfies the investment objectives of the Fund. The instrument creating such a collective investment fund, as amended from time to time, shall be incorporated and made a part of this Trust. In the case of assets delivered to the Trustee on a date other than a Valuation Date, the Trustee is expressly authorized to retain such assets in another collective investment fund or in its deposit accounts until the Valuation Date immediately following the Trustee's receipt of such assets.

- 3.4 Participation in a Fund. Participation by a Participating Plan in a Fund shall be based on a proportionate fair market value interest in all of such Fund's assets. Each Fund shall be comprised of units (each, a "Unit") to which the Trustee shall assign a starting value. Earnings of the Fund shall be reinvested and the Unit values adjusted accordingly on each applicable Valuation Date. The Trustee may, in its sole discretion, split or combine the Units as of a particular Valuation Date and the value of each Unit shall be adjusted accordingly. The Trustee may, in its sole discretion, close a Fund to new Participating Plans at any time. A closed Fund shall continue to be administered under this Trust until all Units are withdrawn. The Trustee may, in its sole discretion, split one or more assets out of a Fund to become a new Fund. A Participating Plan's interest in any such new Fund shall be in the same proportion as such plan's interest held in the old Fund. The Trustee, in its sole discretion, may allow new admissions or may close the new Fund to new admissions.
- 3.5 Additional Funds. The Trustee may create additional Funds from time to time by designating the name of the new Fund, its investment objective and policy, the initial unit value and any special administrative provisions relating to the administration of such Fund. Each new Fund shall be established and administered in accordance with applicable regulatory authority and subject to all of the terms of this Trust, as supplemented by the Trustee's writing creating such Fund. The written minutes creating such Fund shall not be considered an amendment to this Trust but shall constitute a supplement to the Trust and form a part hereof.
- 3.6 Withdrawals.
- a. No Plan Sponsor-directed withdrawal by a Participating Plan from a Fund shall be permitted unless a prior written notice of intention to make such withdrawal shall have been given to the Trustee (or its authorized designee) within such time period as the Trustee may establish from time to time. Unless the Plan Sponsor specifies a particular Valuation Date as the effective date for the withdrawal, the withdrawal shall occur at the next Valuation Date after the notice is received. The Plan Sponsor may by notice to the Trustee cancel such withdrawal request at any time up to the Valuation Date as of which the withdrawal is to be effected. A withdrawal request may not be changed or cancelled after the Valuation Date as of which the withdrawal is to be effected. Such withdrawal shall be made pro rata from the Participating Plan's interest in such Fund.
  - b. Upon the withdrawal of a Participating Plan's interest in a Fund, there shall be paid or transferred out of the respective Fund an amount equal to the value, as determined pursuant to this Trust, of the Participating Plan's interest or part thereof withdrawn on the date such withdrawal is effective. The Trustee may, however, withhold and retain from the value of such interest or part thereof such amount as represents income accrued thereon but not actually collected by the Trustee as of the date of such withdrawal. In such event, the accrued income shall be distributed to the Participating Plan when the Trustee actually collects such income.
  - c. In the event that any income accrued but not actually collected by the Trustee shall be distributed to a Participating Plan upon a withdrawal from a Fund, and thereafter such accrued income is not actually collected by the Trustee in whole or in part when it should have been, the Trustee shall have the right at any time thereafter to charge to and recover from such Participating Plan, or the participants thereof, the amount of such accrued income so distributed but not actually collected.
  - d. In general, all income earned by the Trust or a Fund after expenses shall be added to the principal of the Trust or Fund and invested and reinvested as a part thereof. The Trustee, in its discretion and upon consultation with the Sub-Advisor, may at any time make a distribution to the Participating Plans. Any such distribution shall be distributed in cash or in kind or partly in cash and partly in kind, as the Trustee in its sole discretion shall determine.
  - e. Notwithstanding the foregoing, if the total withdrawals from a Fund for all Participating Plan requests as of any Valuation Date exceed uncommitted cash and the liquid investments available on that Valuation Date, the Trustee shall make payments to the Participating Plans requesting withdrawals from the Fund involved based on the following priorities: (i) requests for withdrawals in order to pay benefits from Participating Plans; (ii) requests for withdrawals to effect transfers to other investments directed by participants in Participating Plans; and (iii) all other requests for withdrawals. Such withdrawal requests shall be honored on a pro rata basis on the Valuation Date requested and on each succeeding Valuation Date until all requests for withdrawal have been satisfied.

**ARTICLE 4**  
**MANAGEMENT OF THE TRUST**

4.1 Trustee's Powers and Duties. The Trustee shall have exclusive authority and discretion to manage and control the Trust. The Trustee shall have all necessary powers to discharge its duties under this Trust, including without limitation the following powers, rights, and duties:

- a. To sell, exchange, convey, or transfer or otherwise dispose of any property, whether real or personal, the Trustee holds under the Trust, by private contract or at public auction.
- b. To invest and reinvest the assets of the Trust in any deposit account, contract, property, or securities, to the extent permitted by applicable law, subject to the investment objectives of each Fund as established from time to time.
- c. To retain in cash, without liability for interest, such amounts as the Trustee considers reasonable under the circumstances, pending the selection and purchase of investments, the payment of expenses and fees, or other anticipated distributions.
- d. When directed by the Plan Sponsor or its authorized agent, (i) to make payments of benefits under a Participating Plan to such trustee(s), persons, or accounts, in such manner, at such time and in such amounts as the Plan Sponsor or authorized agent may from time to time in writing direct, and the Trustee shall be fully protected in making payments out of the Trust in accordance with such written directions; (ii) to receive and hold for any Participating Plan any funds or property transferred in accordance with the provisions of the Participating Plan to the Trustee from any trust or other funding entity which forms a part of another retirement plan which meets the qualification requirements set forth in Section 2.1 hereof.
- e. To make, execute, acknowledge and deliver any and all deeds, leases, assignments, documents of transfer and conveyance, and all other instruments that may be necessary or appropriate to carry out the powers herein granted, and to give full receipts and discharges.
- f. To exercise subscription, conversion, and other rights and options (and make payments from the Trust in connection therewith), to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing, and any other plan or change affecting any property constituting a part of the Trust, to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery; provided that except as authorized by regulations issued by the Secretary of Labor, the indicia of ownership of the assets of the Trust shall not be maintained outside the jurisdiction of the district courts of the United States.
- g. To waive, modify, reduce, compromise, release, contest, arbitrate, settle, or extend the time of payment of any claim or demand of any nature in favor of or against the Trustee or all or any part of the Trust, to retain any disputed property without liability for interest until an appropriate final adjudication or release is obtained, and to maintain in the Trustee's discretion any litigation the Trustee considers necessary in connection with the Trust.
- h. To employ accountants, advisors, agents, counsel, consultants, custodians, depositories, experts, and other persons, to delegate discretionary powers to such persons and to reasonably rely upon information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing.
- i. To withhold all or any part of any payment required to be made hereunder as may be necessary and proper to protect the Trustee or the Trust against any liability or claim on account of any estate, inheritance, income, or other tax or assessment attributable to any Participating Plan and to discharge any such liability with any part or all of such payment so withheld, in accordance with applicable law.
- j. Subject to applicable law, to borrow money for the Trust, at reasonable rates of interest from a lender, including an affiliate of the Trustee, with or without security, provided however that such loans may be made only to protect the assets of a Fund or to cover temporary cash overdrafts or other appropriate purposes.



- k. Subject to applicable law, to lend, or appoint an agent to lend, assets on a secured or unsecured basis for any purpose the Trustee may deem desirable, and to permit any loaned securities to be transferred into the name of and voted by the borrower or others, and to hold any collateral received in connection with such loan in bulk or pursuant to any master loan agreement in which the Trust may hold an unallocated interest in such collateral together with other funds for which the Trustee is acting as trustee or agent.
- l. To compromise, defend, or prosecute any claims, debts, or damages to or owing from the Trust or Funds and commence or defend suits or legal proceedings involving the Trust, the Funds, or the Trustee.
- m. To perform all other acts which in the Trustee's judgment are appropriate for the proper management, investment, and distribution of the Trust.

## ARTICLE 5 TRUST AND FUND ACCOUNTING

- 5.1 Trust and Fund Valuations. The value of each Fund shall be determined each day on which the New York Stock Exchange is open for trading or such other time period, occurring at least once every three months, as the Trustee may establish with respect to a particular Fund. Each day on which the Trust and a Fund are valued shall be referred to as a "Valuation Date." The Trustee will value the Trust and each Fund in accordance with the valuation procedures the Trustee may establish from time to time. Subject to the foregoing, the Trustee may utilize any prudent method in the valuation of assets comprising each Fund and any such method of valuation shall be conclusively presumed to constitute a correct method of establishing value and shall not be subject to challenge unless the Trustee failed to act prudently in establishing such valuation method.
- 5.2 Audit. Each Fund shall be audited at least once during each Trust Year by auditors responsible to the Board of Managers of the Trustee.
- 5.3 Written Account. Within ninety (90) days following the close of each Trust Year, the Trustee shall prepare a written account of all transactions relating to the Trust and each Fund. The written account shall be based on the audit performed pursuant to Section 5.2 above and shall include the following: (a) a list of all investments showing cost and current value; (b) a statement for the year showing purchases with cost, sales with profit or loss, other investment changes, and income and disbursements; and (c) an appropriate notation as to any investments in default. The Trustee shall give notice of the availability of the account to the Plan Sponsor of the Participating Plan, or such other person designated for the purpose of receiving such account on behalf of the Participating Plan, and a copy of the account shall be furnished upon request to the Participating Plan. If the Participating Plan shall not, within ninety (90) days after the mailing of such statement of account, notify the Trustee, in writing of its disapproval of the same, such statement shall constitute a valid accounting of the Trust as if the account had been duly approved by the Participating Plan in writing. If the Trustee and Participating Plan cannot agree with respect to any act or transaction reported in the accounting, the Trustee and the Participating Plan shall have the right to have its accounts settled by judicial proceedings, in which event, only the Trustee and the Participating Plan shall be necessary parties.
- 5.4 Settlement on Withdrawal. On the withdrawal of a Participating Plan from the Trust, the Trustee shall render to the Participating Plan a written account for the period from the date of the last written account to the Valuation Date on which the withdrawal of the Participating Plan is effective. Payment to the withdrawing Participating Plan according to the statement of account shall constitute a full and final settlement unless, within ninety (90) days after sending the statement, the Participating Plan notifies the Trustee in writing of its objection to the accounting. Disputes regarding such account or settlement shall be resolved in accordance with the provisions of Section 5.3.

## ARTICLE 6 GENERAL PROVISIONS

- 6.1 Qualifications of the Plan and Trust. The Trust is intended to qualify under Section 401 of the Code and for tax exemption under Section 501(a) of the Code (or under any comparable provisions of any future legislation that amends or supersedes said provisions of the Code). Unless and until advised to the contrary, the Trustee and persons dealing with the Trustee shall be entitled to assume that the Trust is so qualified and tax exempt.
- 6.2 Restrictions on Reversion. No Plan Sponsor shall have any right, title, or interest in the assets of the Trust, nor will any part of the assets of the Trust revert or be repaid to a Plan Sponsor.

- 6.3 Custody of Assets. The Trustee shall maintain the indicia of ownership of the assets of the Trust only where and in circumstances permitted by regulations under ERISA.
- 6.4 Nonassignment and Nonalienation of Plan Benefits. Except as otherwise required by law, the rights or interests of any Participating Plan or the rights of any participant or beneficiary to any benefits or future payments under such Participating Plan shall not be subject to attachment or garnishment or other legal process by any creditor of any such participant or beneficiary, nor shall any such Participating Plan, participant or beneficiary have any right to alienate, anticipate, commute, pledge, encumber, or assign any of the benefits or rights which he or she may expect to receive (contingently or otherwise) under the Participating Plan or this Trust.
- 6.5 Judicial Proceedings. In any action or proceeding regarding this Trust, any Participating Plan or the administrator of a Participating Plan, participants or former participants, their beneficiaries and any other persons having or claiming to have an interest in this Trust or the Participating Plan shall not be necessary parties, shall not be entitled to any notice of process, and shall be deemed to be fully represented by the Trustee for all purposes if the Trustee shall be a party to such proceeding. Any final judgment which is not appealed or appealable and which may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have any interest in this Trust or the Participating Plan. To the extent permitted by law, if a legal action is begun against the Plan Sponsor of a Participating Plan, or the Trustee by or on behalf of any person, and such action results adversely to such person, or if a legal action arises because of conflicting claims to a plan participant's or other person's benefits, the costs to the Trustee of defending the action will be charged to the sums, if any, which were involved in the action or were payable to the plan participant or other person concerned.
- 6.6 Trustee's Action Conclusive. Whenever any power may be exercised or any action may be taken by the Trustee involving the exercise of discretion, the discretion of the Trustee when exercised in good faith and with reasonable care shall be absolute and binding upon all Participating Plans and all persons interested therein. The certificate of the Trustee that it is acting according to this Trust will fully protect all persons dealing with the Trustee. To the extent permitted by applicable law, the Trustee shall not have any liability for any act or omission on the part of any fiduciary of any Participating Plan. To the fullest extent permitted by applicable law, the Trustee shall be indemnified from the assets of the Trust and held harmless for any expenses, costs, or damages it may incur for any actions taken or not taken in good faith and in the exercise of reasonable care, including reasonable expenses of defending any action brought with respect to any action so taken or omitted.
- 6.7 Effect of Mistakes. No mistake made in good faith and in the exercise of due care in connection with the administration of the Trust or any Fund shall be deemed to be a violation of this Trust or of applicable law if, promptly after the discovery thereof, the Trustee shall take whatever action may be practicable under the circumstances to remedy such mistake.
- 6.8 Advice of Counsel. The Trustee may select and consult with competent legal counsel with respect to the meaning and construction of this Trust or concerning the Trustee's powers or obligations hereunder and shall be protected from any action taken or omitted by it in good faith pursuant to the opinion of such counsel.
- 6.9 Contributions and Payments. The Trustee shall be accountable to a Participating Plan for all contributions received from the Participating Plan attributable to participants in such plan, but the Trustee shall have no duty to see that the contributions comply with the provisions of the plan, nor shall the Trustee be obliged or have any right to enforce or collect any contribution from a Participating Plan or its participants or otherwise see that the funds are deposited according to the provisions of a Participating Plan. The Trustee shall not be responsible for establishing a funding policy for a Participating Plan. The authorized administrator of the Participating Plan will direct the Trustee in writing as respects to the distribution of benefits payable under a Participating Plan.
- 6.10 Liabilities Mutually Exclusive. To the extent permitted by law, the Trustee, a Plan Sponsor, and any other authorized person or fiduciary shall be responsible only for its or their own acts or omissions.
- 6.11 Indemnification. To the extent permitted by law, no person shall be personally liable for any act done or omitted to be done in good faith in the administration of this Trust or the investment of the Trust. To the extent permitted by law, the Trustee and its agents shall be indemnified and saved harmless by each Plan Sponsor with respect to claims of liability to which the Trustee and its agents are subjected by reason of the Plan Sponsor's investment in the Trust or compliance with any directions given in accordance with the provisions of a Participating Plan or this Trust by the Plan Sponsor, trustee, or any person duly authorized by the Plan Sponsor.

- 6.12 Compensation and Expenses. The Trustee shall receive reasonable compensation for the administration of the Trust and the Funds, in such amounts as the Trustee shall determine from time to time. All reasonable compensation, costs, charges, and expenses incurred in the administration of the Trust and the Funds may be charged to the Trust or Funds. The Trustee shall be fully protected in making payments of administrative expenses.
- 6.13 Notice and Directions. Any notice or direction under this Trust shall be in writing and shall be effective when actually received by the Trustee or by a Participating Plan at the address stated in the Participation Agreement or other address specified by notice to the other. Notice may be delivered personally or by facsimile, express delivery, registered or certified mail, postage prepaid, return receipt requested.
- 6.14 Successors. Any corporation, association, or entity (i) into which the Trustee may be merged or with which it may be consolidated, (ii) resulting from any merger, consolidation, or reorganization to which the Trustee may be a party, or (iii) to which all or any part of the Trustee's fiduciary business which includes the Trust may be transferred, shall become successor Trustee, and shall have all the rights, powers and obligations of the Trustee under this Trust, without the necessity of executing any instrument or performing any further act. This Trust will be binding on all persons entitled to benefits hereunder and their respective heirs and legal representatives, and on the Trustee and its successors. The term "Plan Sponsor" shall be deemed to include any permitted successor or assign to a plan's Plan Sponsor.
- 6.15 Severability. If any provision of this Trust is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Trust, and they shall be construed and enforced as if such illegal or invalid provisions had never been inserted therein.
- 6.16 Applicable Law. The Trust shall be construed in accordance with the provisions of ERISA and other applicable federal law and, to the extent not inconsistent with such laws, with the laws of the State of Nevada.
- 6.17 Tax Reporting/Withholding. The Trustee shall prepare tax returns or other filings with respect to the Trust only if such returns or filings must be filed by the Trustee rather than by the Plan Sponsor or trustee under such Participating Plan.

## ARTICLE 7 AMENDMENT AND TERMINATION

- 7.1 Amendment. The Trustee may amend this Trust from time to time to satisfy the requirements for tax exemption under the Code or as may otherwise be desired by the Trustee; provided that under no condition shall an amendment result in the return or the repayment to a Plan Sponsor of any part of the Trust or the income from it other than as provided under the Trust or result in the distribution of the Trust for the benefit of anyone other than persons entitled to benefits under a Participating Plan. Notice of any material amendment shall be provided to each Participating Plan.
- 7.2 Termination. The Trustee may, in its discretion, for any reason or for no reason, terminate the Trust or any Fund at any time upon thirty (30) days' notice of such termination to each Participating Plan in the Trust or in the Fund, as the case may be. If the Trust or a Fund is terminated by the Trustee, all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee shall continue in effect with respect to the Trust or Fund, as applicable, until all assets of the Participating Plans in the Trust or such Fund have been distributed by the Trustee to the Participating Plans. Upon termination of this Trust or a Fund, the Trustee shall first reserve such reasonable amounts as it may deem necessary to provide for the payment of any expenses or fees then or thereafter chargeable to the Trust or Fund, as applicable.

**GREAT GRAY TRUST COMPANY, LLC**

By: /s/ Christopher Randall

Name: Christopher Randall

Title: Chief Operating Officer

**ATTEST:**

By: /s/ Jennifer Matz

Name: Jennifer Matz

Title: Chief Compliance Officer

## RETURN INSTRUCTIONS

Via USPS:

Great Gray Trust Company, LLC  
Attention: Trust Officer  
6725 Via Austi Parkway, Suite 260  
Las Vegas, NV 89119

To expedite processing, you may email an electronic copy to: [CIFPlanOnboarding@greatgray.com](mailto:CIFPlanOnboarding@greatgray.com)

Please be sure to include all pages of the Participation Agreement when sending the signed original.



## **PARTICIPATION AGREEMENT**

### **For Participating Plans in the Great Gray Collective Investment Trust**

This Participation Agreement (this "Participation Agreement") is entered into by and between the plan fiduciary (the "Plan Fiduciary") named on the signature page hereto on behalf of the qualified retirement plan and other plan, trust or investor eligible to participate in the Trust listed in Appendix A (the "Participating Plan") and Great Gray Trust Company, LLC ("Trustee"), as trustee under the Great Gray Collective Investment Trust (the "Trust").

The Trustee maintains the Trust for the collective investment of Participating Plans. The Trust holds assets in investment funds established under the Trust. The Participating Plan wishes to invest assets in certain of the Trust's investment funds as listed in Appendix B attached to this Participation Agreement (each, a "Fund" and collectively, the "Funds") and become a Participating Plan (as such term is defined in the Declaration of Trust (as defined below)).

The parties hereto agree as follows:

1. Appointment of Trustee. The Plan Fiduciary hereby (i) appoints the Trustee as trustee of the assets of the Participating Plan invested in the Trust and agrees to be bound by the provisions of the Trust instrument, and applicable exhibits and appendices thereto (attached as Appendix C), as amended from time to time, (the "Declaration of Trust"); (ii) authorizes the Trustee to hold, invest and reinvest the assets of the Participating Plan invested in the Trust in accordance with the terms of the Declaration of Trust; (iii) if a "named fiduciary" of the Participating Plan, appoints the Trustee as the investment manager within the meaning of Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and as a named fiduciary within the meaning of Section 402(a)(2) of ERISA, of the assets of the Participating Plan invested in the Trust; and (iv) authorizes the Trustee to appoint one or more investment advisers to assist the Trustee in managing the assets of the Trust. The Trustee hereby accepts such appointment and acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA with respect to the assets of the Participating Plan invested in the Trust.
2. Investment of the Assets. The Plan Fiduciary may from time to time deliver assets of the Participating Plan for investment in Funds designated by the Plan Fiduciary. The Plan Fiduciary acknowledges and agrees that the Trustee has no responsibility for the Plan Fiduciary's decision to invest Participating Plan assets in or withdraw Participating Plan assets from the Funds. Assets of the Participating Plan invested under this Participation Agreement may be commingled with assets of other eligible retirement trusts in the Funds.
3. Adoption of the Trust. The terms and conditions of the Declaration of Trust are hereby adopted and incorporated by reference into the Participating Plan. The Plan Fiduciary acknowledges, on behalf of the Participating Plan, having received a copy of the Declaration of Trust and the Fee Schedule (attached as Appendix B) for each Fund in which the Participating Plan is investing and agrees to be bound by their respective terms. In the event of any inconsistency between this Participation Agreement and the Declaration of Trust with respect to the Participating Plan's investment in any Fund, the Declaration of Trust shall control.
4. Authorized Persons. From time to time, the Plan Fiduciary may specifically authorize in writing persons who may communicate directions, instructions or other notices on its behalf to the Trustee (each, an "Authorized Person"). The Trustee is authorized to act and rely upon any directions, instructions or certifications received from any such Authorized Person unless and until the Trustee has been notified in writing of a change in such Authorized Person.
5. Representations and Warranties. The Plan Fiduciary represents and warrants to the Trustee the following:
  - (a) The Plan Fiduciary is with respect to the Participating Plan: (i) the Participating Plan sponsor, board of trustees, investment board, investment committee, other named fiduciary or other fiduciary; (ii) the Participating Plan trustee; or (iii) other authorized representative of the Participating Plan; who, in each case, has the authority and power under the Participating Plan's governing documents, ERISA or other applicable law, and has taken all action necessary in accordance therewith, to execute this Participation Agreement on the conditions and terms set forth herein and, without limitation, to effect all of the appointments and delegations set forth or otherwise contemplated herein. If the Participating Plan subject to ERISA, the undersigned is a "named fiduciary" of the Participating Plan within the meaning of Section 402(a)(2) of ERISA, or is acting at the proper direction of a named fiduciary of the Participating Plan.

- (b) The Participating Plan is maintained pursuant to a governing document that provides that it is impossible for any part of the corpus or income of such trust or custodial account to be used for or diverted to purposes other than for the exclusive benefit of its participants and their beneficiaries.
- (c) The Participating Plan is willing and able, at the request of the Trustee, to furnish a favorable determination letter from the Internal Revenue Service, to furnish an opinion of counsel, or to provide other evidence acceptable to the Trustee, that demonstrates that the retirement trust qualifies for exemption from federal income taxation pursuant to the Internal Revenue Code of 1986, as amended (the "Code").
- (d) The Participating Plan is one of the following (check the applicable provision of this Paragraph 5(d)):
- A retirement, pension, profit-sharing, stock bonus, or other employee benefit trust or custodial account which is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code and, if such trust or custodial account covers one or more self-employed individuals within the meaning of Section 401(c)(1) of the Code, which satisfies the applicable requirements of the Investment Company Act of 1940, as amended (the "Investment Company Act") and the Securities Act of 1933, as amended, (the "1933 Act") and SEC Rule 180, or any successor ruling, regulation, or similar pronouncement, regarding participation by such investor in a collective investment trust; or
  - An eligible governmental plan trust or custodial account under Section 457(b) of the Code which is exempt from Federal income taxation under Section 457(g) of the Code; or
  - A governmental plan described in Section 414(d) of the Code; or
  - A trust or custodial account created under an employees' pension or profit sharing plan that is a Puerto Rican plan described in Section 1022(i)(1) of ERISA that meets the requirements of Revenue Ruling 2011-1, as modified by Revenue Ruling 2014-24; or
  - A church plan (as defined in Section 414(e) of the Code), including a plan described in Section 401(a) of the Code and a retirement income account described in Section 403(b)(9) of the Code, or such a plan maintained by an organization described in Section 414(e)(3)(A) of the Code the principal purpose or function of which is the administration of such a plan or account;
  - Other plan, trust or other entity whose investment in the Trust would not jeopardize the Trust's tax exemption under Section 501(a) of the Code, its treatment as a group trust under Revenue Ruling 81-100, as clarified and modified by Revenue Ruling 2004-67, Revenue Ruling 2011-1, and Revenue Ruling 2014-24, as further modified or amended from time to time (collectively, the "Group Trust Rules"), its exemption from the registration requirements of the federal and state securities laws, and as further permitted by applicable rules and regulations of, as applicable, the Financial Institutions Division of the Nevada Department of Business and Industry, the U.S. Securities and Exchange Commission, and the Internal Revenue Service, to pool their funds in a bank collective investment fund; or
  - A common, collective or commingled trust fund, including, but not limited to, any such fund maintained by the Trustee, which consists solely of the assets of investors described in this Paragraph 5(d) and is exempt from Federal income taxation under Section 501(a) or other applicable provisions of the Code by reason of qualifying under the Group Trust Rules [*Please contact Trustee for Participation Agreement for such funds*]; or
  - A separate account maintained by a life insurance company so long as (i) all of the assets in the separate account consist solely of assets of group trust retiree benefit plans as defined in Revenue Ruling 2011-1 as modified by Revenue Ruling 2014-24, or any successor ruling, regulation or similar pronouncement, which group trust retiree benefit plans are comprised only of such types of plans as are described in this Paragraph 5(d); (ii) the insurance company maintaining the separate account enters into a written arrangement with the Trustee consistent with the requirements of Revenue Ruling 2011-1 (including the requirement that no part of the corpus or income of any of the group trust retiree benefit plans be used for, or diverted to, any purpose other than for the exclusive benefit of the plan participants and their beneficiaries); (iii) the assets of the separate account are insulated from the claims of the insurance company's general creditors [*Please contact Trustee for Participation Agreement for Insurance Company Separate Accounts*].
- (e) All directions, authorizations and investments under this Participation Agreement by the Plan Fiduciary or other Authorized Person(s) will be made in accordance with the terms of the Participating Plan and this



Participation Agreement and any law, regulation or other legal authority governing the operations and investments of the Participating Plan.

- (f) The terms of the Participating Plan permit the commingling of Participating Plan assets in a collective investment fund with the assets of other tax qualified plans and this Trust (along with the Fund Declaration of each Fund thereunder to the extent the assets of the Participating Plan are invested in such Fund as well as, in the event any such Fund invests in any collective investment funds that are exempt from tax under the Group Trust Rules, the trust instruments pursuant to which such funds have been established) is adopted as part of the Participating Plan. No portion of the Participating Plan includes assets of a "deemed individual retirement account" or "deemed IRA" as described in Section 408(q) of the Code.
- (g) The investment in the Funds does not constitute a non-exempt "prohibited transaction" as such term is defined in Section 406 of ERISA and Section 4975 of the Code. If the Participating Plan is subject to Section 407 of ERISA, the Plan Fiduciary understands and acknowledges that (i) ERISA restricts the investment in employer securities and employer real property as defined in Section 407 of ERISA; (b) these restrictions require monitoring that the Trustee and the Sub-Advisor do not provide; and (c) the Plan Fiduciary must rely upon its ability to restrict the acquisition and holding of employer securities and employer real property in other investment portfolios in order to ensure that any limitations applicable under Section 407 of ERISA are satisfied.
- (h) The Plan Fiduciary acknowledges and understands that the Trustee may, in the course of managing the assets of the Trust and the operation of the Trust, rely upon any statutory or administrative prohibited transaction exemption available from time to time under ERISA and the Code, including but not limited to:
  - (i) U.S. Department of Labor Prohibited Transaction Exemption ("PTE") 91-38, as amended, with respect to certain Trust transactions from time to time. PTE 91-38 generally permits certain otherwise prohibited transactions under ERISA between bank collective funds, such as the Trust, and certain parties related to the Participating Plan.
  - (ii) The Plan Fiduciary further acknowledges and understands that the Trustee may rely on PTE 84-14, as amended, with respect to certain Trust transactions from time to time. PTE 84-14 generally permits certain otherwise prohibited transactions between bank collective funds, such as the Trust, and certain parties in interest of the Participating Plan.

Special conditions apply in the case of a Participating Plan with a 10% or greater interest in a Fund under both PTE 91-38 and PTE 84-14. In the event that the Trustee identifies a Participating Plan subject to ERISA (in combination with any Participating Plan established or maintained by the same employer (or an affiliate thereof) or by the same employee organization) as holding a 10% or greater interest in a Fund, the Plan Fiduciary agrees to promptly furnish such additional information as the Trustee may reasonably require to comply with such conditions, including names of affiliates of the Participating Plan sponsor and the identification of any such affiliates that may be engaged in the provision of broker-dealer or other financial services.

- (i) The Plan Fiduciary acknowledges that the Trustee does not intend to register with the Commodity Futures Trading Commission ("CFTC") as a "commodity trading advisor" or "commodity pool operator" under the Commodity Exchange Act of 1936, as amended, with respect to the Funds in reliance upon one or more exemptions from such registration requirements or exclusions from the definition of "commodity pool operator" or because such registration otherwise is not required.
- (j) The Participating Plan's assets are not treated as "proceeds of a municipal securities issuance" under applicable federal and/or state laws at the time such assets are invested in the Trust and will continue not to be treated as such at any time thereafter.
- (k) Neither the Plan Fiduciary, nor any person directly or indirectly controlling, controlled by or under common control with the Plan Fiduciary or Participating Plan, is a person identified on any relevant lists maintained by governmental authorities as a terrorist or other threat to the national security, foreign policy or economy of the United States, including the Office of Foreign Assets Control sanctions lists. The Plan Fiduciary further agrees and acknowledges that all payments and contributions by the Participating Plan to the Fund(s) and all payments and distributions to the Participating Plan from the Fund(s) will only be made in the Participating Plan's name and to and from a bank account of a bank based or incorporated in or formed under the laws of the United States and that is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act, as

amended, and the regulations promulgated thereunder. In addition, the Plan Fiduciary represents that it and the Participating Plan are in compliance with all applicable anti-money laundering laws and regulations.

- (l) The representations and warranties contained herein shall be deemed to be restated on each investment in and withdrawal from any Fund. The Plan Fiduciary will promptly notify the Trustee if the Participating Plan no longer satisfies the eligibility requirements of Section 2.1 of the Declaration of Trust.
  - (m) The person executing this Participation Agreement on behalf of the Plan Fiduciary and the Participating Plan is duly authorized to execute and deliver this Participation Agreement on behalf of the Plan Fiduciary and Participating Plan and to legally bind the Plan Fiduciary and Participating Plan to this Participation Agreement.
6. Withdrawal. The Plan Fiduciary expressly acknowledges and agrees to the restrictions on withdrawal set forth in the Declaration of Trust (including the applicable Fund Declaration as may be appended to the Declaration of Trust). Advance written notice of 5 business days is required for any plan sponsor directed withdrawal that will exceed \$1,000,000.
  7. Large Purchases or Withdrawals. The Plan Fiduciary and the Participating Plan further acknowledge and agree that, in the event of a significant purchase or withdrawal of units by the Participating Plan, the Trustee may, in its discretion, determine that a temporary "transition account" for the benefit of the investing or withdrawing Plan is necessary in order to mitigate market impact or otherwise ensure that transaction costs associated with such purchase or withdrawal are borne by the Participating Plan.
  8. Proxy Voting. The Plan Fiduciary acknowledges and agrees that the Trustee shall vote, or refrain from voting, all proxies with respect to securities held in each Fund in accordance with the Trustee's proxy voting policies, guidelines, and/or procedures in effect from time to time, or those of the Sub-Advisor the Trustee has retained to advise on investments for the Fund. The Plan Fiduciary acknowledges receipt of a website link to the Trustee's or Sub-Advisor's proxy voting policies, guidelines, and/or procedures and an opportunity to review same and to request additional information, and the Trustee agrees to provide a current copy to the Plan Fiduciary without charge upon request.
  9. Additional Information; Disclosure of Information to Third Parties. The Plan Fiduciary and Participating Plan will provide the Trustee (or its authorized representatives) with such information and documentation as it may reasonably request to monitor and ensure compliance with applicable law. The Plan Fiduciary and the Participating Plan hereby authorize the Trustee to disclose information about the Participating Plan to third parties – including any Sub-Advisor for a Fund, providers of other services with respect to the Trust and one or more Funds, and any investment funds in which a Fund may invest from time to time – as necessary to carry out the Trustee's responsibilities with respect to the Trust and the Funds, as necessary for compliance with applicable laws and regulations (including reports filed on Form 5500 with the U.S. Department of Labor), and (in the case of investment funds in which the Funds may invest) for purposes of tracking ownership and sales information.
  10. Fees. For trusteeship and management of the Trust, the Trustee shall be entitled to receive the fees calculated in accordance with the Fee Schedule set forth as Appendix B hereto. The Plan Fiduciary acknowledges and agrees that such fees are not more than reasonable compensation for the services provided by the Trustee. The Fund may be subject to additional fees as set forth in Appendix B, including payments to third-party administrators and recordkeepers, as well as payments to brokers and other financial intermediaries that provide services to the Participating Plan in connection with its investment in the Fund. Appendix B may be amended from time to time upon written notice to the Participating Plan. Fees shall be deducted prior to any distribution from the Trust to the Participating Plan.
  11. Limitation of Liability. The Trustee, and any officers, directors, employees, agents, and affiliates of the Trustee (the "Indemnified Parties"), will not be responsible or liable for any action or omission on the part of the Plan Fiduciary or any other fiduciary to the Participating Plan, except as otherwise required by applicable law. To the fullest extent permitted by applicable law, the Indemnified Parties will be indemnified out of assets of the Trust for losses, liabilities, expenses, costs and damages they may incur by reason of any act taken or not taken by them in good faith and in the exercise of reasonable care, including reasonable expenses of defending any action brought with respect to any action so taken or omitted. Notwithstanding anything in the Declaration of Trust or this Participation Agreement, to the extent permitted by law, the parties hereto waive all rights to claim punitive, indirect, special or consequential damages. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that the Plan Fiduciary, the sponsor of the Participating Plan or the Participating Plan may have under any such laws.

12. Indemnification. The Participating Plan and the Plan Fiduciary, in its personal (individual/entity) capacity and in its capacity as a duly authorized representative of such Participating Plan, each hereby severally agrees to indemnify and hold harmless the Indemnified Parties against any liability, losses or expenses arising from (a) the Trustee's reliance on any direction, instruction, or other notice given to the Trustee by any Authorized Persons on the Participating Plan's behalf, or (b) any breach of this Participation Agreement or the Declaration of Trust, or breach of fiduciary duty, by the Participating Plan or the Plan Fiduciary.
13. Termination. This Participation Agreement may be terminated by either party hereto upon 30 days' advance written notice to the other party. Upon notice of termination, the Trustee shall distribute the assets of the Participating Plan from the Fund in accordance with the provisions hereof and the Declaration of Trust. Until the Participating Plan's entire interest in the Trust has been distributed, the terms of the Declaration of Trust and this Participation Agreement shall continue to govern the parties' obligations regarding assets invested in the Trust.
14. Miscellaneous. This Participation Agreement may be amended by the Trustee at any time by prior written notice to the Plan Fiduciary, except no amendment shall change the representations and warranties of a Participating Plan without its written concurrence. If the Plan Fiduciary does not submit a written objection to the amendment by the effective date specified by the Trustee in the notice, the Plan Fiduciary will be treated as having consented to and approved the amendment.

The Trustee may also amend this Participation Agreement, including an amendment materially changing this Participation Agreement, at any time, if doing so is necessary for the Trustee to bring the Trust or a Fund into compliance with applicable law (or a change thereto) or to preserve the tax-exempt status of the Trust or a Fund. The Trustee shall provide notice of such an amendment to the Participating Plan's Authorized Person(s) as soon as practicable.

Notice may be delivered personally or by express delivery, registered or certified mail, postage prepaid, return receipt requested, or by electronic means as provided below. This Participation Agreement shall be binding upon the successors and assigns of any and all present or future parties, including, for the avoidance of doubt, any successor Trustee. This Participation Agreement and the obligations of the parties, including without limitation the applicability of state banking and securities laws, shall be governed by and interpreted under the laws of the State of Nevada to the extent not superseded by federal law. This Participation Agreement, together with the Declaration of Trust, constitute the entire agreement between the Participating Plan and the Trustee regarding the subject matter of this Participation Agreement.

15. Authorization of Electronic Communications. The Trustee is authorized to transmit information, documents, reports, disclosures, notices and agreements relating to the Participating Plan's interest in the Trust electronically, including via email or other electronic means, to the Plan Fiduciary and/or the Participating Plan. By signing this Participation Agreement, the Plan Fiduciary and the Participating Plan consent to electronic delivery as described in the preceding sentence. In so consenting, the Plan Fiduciary and Participating Plan acknowledge that electronic messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. Neither the Trust nor the Trustee gives any warranties in relation to these matters.
16. Authorization of Electronic Signatures. *Applies only if this Participation Agreement includes an electronic signature using a nationally recognized e-signature service provider.* In order to enable the electronic signature hereof, under both the Federal E-Sign statute and any applicable state statutes modeled after Uniform Electronic Transactions Act, the parties hereby state as follows: by signing below, each of the parties acknowledges and agrees that it has agreed to conduct transactions electronically and that any electronic signature, or other electronic manifestation of assent hereto in the form specified, is and will be the signature of such party for all purposes.

This Participation Agreement is entered into and effective as of this **May**day of **07, 2024**.

**Plan Fiduciary: Franklin County Maine**

(Name and Title)

By: \_\_\_\_\_  
(Signature)

Great Gray Trust Company, LLC

\_\_\_\_\_

(Name and Title)

By: \_\_\_\_\_  
(Signature)

**General Instructions:** Click on the field to enter your data and **Press F1 for Help.**  
 If a [Form 5500](#) (click for look up) has not been filed for the Plan or the Plan Tax I.D. or address does not match the Form 5500, please include a signed IRS Determination Letter, Form W-9 or Plan Document / Adoption Agreement to confirm Plan information and avoid delays in processing.

Need assistance or have questions? Call 866.427.6885 or email [CIFPlanOnboarding@greatgray.com](mailto:CIFPlanOnboarding@greatgray.com)

## APPENDIX A

### Participating Plan

Plan Information	
Is this a Start Up Plan?	No (If Yes, please see General Instructions above)
Name of Participating Plan	Franklin County Maine Deferred Compensation Plan
Address	140 Main Street STE 3
City State, Zip	Farmington ME 04938
Telephone	207.860.4251
Plan Sponsor's Name	Franklin County Maine
Contact Name and Email	Tiffany Baker <a href="mailto:tbaker@franklincountymaine.gov">tbaker@franklincountymaine.gov</a>
Plan Tax I.D. #	01-6000005
Plan (PN) # (Form 5500)	N/A
Plan Type	457(b) Governmental Plan Government entity? Yes
Estimated Funding Information (if known)	\$ Trade Date:
Recordkeeper Information	
Recordkeeper Name	Nationwide Retirement Solutions
Recordkeeper Contact Name	Stephanie Jepson
Address, City State, Zip	10 West Nationwide Blvd Columbus OH 43215
Email	<a href="mailto:jepsons@nationwide.com">jepsons@nationwide.com</a>
Telephone	614.435.2173
Fund/Trading Information	
NOTE: If your Recordkeeper is not listed, contact your Relationship Manager to identify.	
NSCC Firm Name and Number	Nationwide-0263 Wells Fargo-0929 Other (if not listed):
BIN Number (Fidelity-NFS only)	
Sales Information	
Advisor Firm Name	IIS Financial
Financial Advisor Name	David Hansen
Address	707 Sable Oaks Dr.
City, State, Zip	Soutn Portland ME 04106
Telephone	207.761.4733
Financial Advisor Email	<a href="mailto:dhanson@iisfinancial.com">dhanson@iisfinancial.com</a>
Great Gray Sales Contact	Select One



## APPENDIX B Fees and Expenses

The annualized Total Fee shown below compensates the Trustee for the provision of trustee (including investment management) and administrative services to the Fund. The Trustee may compensate other service providers, including sub-advisor(s) who provide investment advisory services to the Trustee, from this Total Fee. The Total Fee includes investment management and administrative fees associated with investments in underlying funds ("Underlying Fund Fees"). Also, if applicable to a Fund's Fee Class, a Service Provider Fee is paid to third party providers of financial services to your plan in connection with the servicing of your plan account.

Each Fund may reimburse the Trustee quarterly and in arrears for any out-of-pocket expenses it incurs on behalf of the Fund that relate directly to the operation of the Fund. Such expenses may include, but are not limited to, expenses related to the annual audit of the Fund, custody services (including overdraft charges), tax form preparation fees, and legal and other fees. For certain Funds, there is a 0.49 basis point daily accrual for these expenses, which is paid quarterly in arrears to the Trustee subject to a year-end true-up so that the total expense reimbursement during the year does not exceed the actual out-of-pocket expenses incurred by the Trustee during that year; to the extent the actual out-of-pocket expenses incurred by the Trustee during that year exceed these payments, the Trustee bears such excess expenses. (Whether the quarterly expense charge applies to a particular Fund is described in the applicable Fund Declaration, which is either appended to the Declaration of Trust attached hereto or can be obtained by emailing fundaccountingclientsvcs@greatgray.com or calling 866-427-6885.) Any expenses incurred in connection with the investment and reinvestment of Fund assets including, without limitation, any transfer agency fees, brokerage commissions and expenses, will be charged against the Fund.

If a Fund invests in other funds, the Fund will incur its share of the investment expenses of those underlying funds. These expenses are embedded in the general investment costs and sale proceeds of such underlying funds and are not reflected as part of the Underlying Fund Fees which are included in the Total Fee shown in the table below.

The information provided below, in combination with the descriptions of the services provided by the Trustee and any Fund Sub-Advisors and other information in the Declaration of Trust, Fund Declarations and other Fund documents, is intended to meet any applicable disclosure requirements under Section 408(b)(2) of ERISA and the regulations thereunder, and to satisfy the alternative reporting option for "eligible indirect compensation" with respect to payments to the Trustee and any Sub-Advisors that may be reportable on Schedule C of the Participating Plan's Form 5500.

Check the Fund(s) in Which You Wish to Invest	Fund	Fee Class	CUSIP	Total Fee* (basis points)	Service Provider Fee (basis points)
<input type="checkbox"/>	Flex Focus Aggressive Retirement Fund	R1	97183A573	12.3	0
<input type="checkbox"/>	Flex Focus Aggressive 2025 Fund	R1	97183A540	12.3	0
<input type="checkbox"/>	Flex Focus Aggressive 2035 Fund	R1	97183A516	12.3	0
<input type="checkbox"/>	Flex Focus Aggressive 2045 Fund	R1	97183A474	12.3	0
<input type="checkbox"/>	Flex Focus Aggressive 2055 Fund	R1	97183A441	12.3	0
<input type="checkbox"/>	Flex Focus Aggressive 2065 Fund	R1	97184D485	12.3	0
<input type="checkbox"/>	Flex Focus Moderate Retirement Fund	R1	97183A417	12.3	0
<input checked="" type="checkbox"/>	Flex Focus Moderate 2025 Fund	R1	97183A375	12.3	0

<input checked="" type="checkbox"/>	Flex Focus Moderate 2035 Fund	R1	97183A342	12.3	0
<input checked="" type="checkbox"/>	Flex Focus Moderate 2045 Fund	R1	97183A318	12.3	0
<input checked="" type="checkbox"/>	Flex Focus Moderate 2055 Fund	R1	97183A276	12.3	0
<input checked="" type="checkbox"/>	Flex Focus Moderate 2065 Fund	R1	97184D451	12.3	0
<input type="checkbox"/>	Flex Focus Conservative Retirement Fund	R1	97183A243	12.3	0
<input type="checkbox"/>	Flex Focus Conservative 2025 Fund	R1	97183A219	12.3	0
<input type="checkbox"/>	Flex Focus Conservative 2035 Fund	R1	97183A177	12.3	0
<input type="checkbox"/>	Flex Focus Conservative 2045 Fund	R1	97183A144	12.3	0
<input type="checkbox"/>	Flex Focus Conservative 2055 Fund	R1	97183B100	12.3	0
<input type="checkbox"/>	Flex Focus Conservative 2065 Fund	R1	97184D428	12.3	0
<b>Index Funds</b>					
(Available for use in addition to Flex Focus Funds)					
<input type="checkbox"/>	BlackRock Equity Index Fund	1	97183J632	2	0
<input type="checkbox"/>	BlackRock U.S. Debt Index Fund	1	97183J624	4	0
<input type="checkbox"/>	BlackRock EAFE Equity Index Fund	1	97183J616	5	0

\* The amount shown in the Total Fee column reflects the effective rate applicable as of the last quarter-end after taking into account Underlying Fund Fees (if any), applicable fee waivers (if any) and determined under a tiered pricing schedule (if applicable). To the extent the actual rates and fees may vary based on the allocation of Fund assets among underlying investments, changes in fee waivers, or changes in the amount of Fund assets, this amount represents a reasonable, good faith estimate of the current charges. For additional information on Underlying Fund Fees, fee waivers, applicable tiered pricing schedules and a description of the Fund's annual operating expenses, or expense ratio, you may request a copy of the Fund Declaration free of charge by emailing [fundaccountingclientsvcs@greatgray.com](mailto:fundaccountingclientsvcs@greatgray.com) or calling 866-427-6885. Please also refer to the quarterly Fact Sheet at [go.greatgray.com/fact-sheet](http://go.greatgray.com/fact-sheet) for additional details on the fees and expenses of the Fund.



## APPENDIX C

### Declaration of Trust

#### GREAT GRAY COLLECTIVE INVESTMENT TRUST 2023 AMENDED AND RESTATED DECLARATION OF TRUST

WHEREAS, effective October 6, 2005, AST Trust Company, a division of American Stock Transfer & Trust Company, established a trust known as the AST Collective Investment Trust (the "Original Trust"), which, pursuant to an amendment executed on November 1, 2015, was renamed the Wilmington Trust Collective Investment Trust (the "Trust");

WHEREAS, the Original Trust was amended six (6) times on October 6, 2005, January 4, 2007, August 14, 2008, November 25, 2009, March 30, 2015, and November 1, 2015 to make certain changes, including changes to the name of the Original Trust and the trustee (to Wilmington Trust Retirement and Institutional Services Company and, subsequently until the date hereof, to Wilmington Trust, National Association (the "Prior Trustee")) (the "Trust Amendments");

WHEREAS, effective as of June 20, 2016, the Trust was amended and restated to incorporate the Trust Amendments as well as certain other changes to the Trust (the "Prior Declaration");

WHEREAS, on the date hereof, the Prior Trustee assigned all of its right, title and interest in the Prior Trustee's collective investment trust business to Great Gray Trust Company, LLC (the "Trustee"), and in accordance with the terms of the Prior Declaration, the Trustee assumed all the rights, titles, powers, duties, discretion and immunities of the Prior Trustee under the Prior Declaration; and

WHEREAS, the Trustee now desires to amend and restate the Prior Declaration on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, effective as of April 28, 2023, the Prior Declaration is hereby further amended and restated to rename the Trust, change the name of the Trustee, correct certain scrivener's errors and make certain other changes.

#### ARTICLE 1 INTRODUCTION

- 1.1 Purpose. The purpose of the Trust created hereunder is to allow plan sponsors ("Plan Sponsors") of employee benefit trusts and other eligible entities, as described below, to collectively invest plan assets in securities and other property which are authorized investments under the Trust. The Trust is created and organized under the laws of the State of Nevada and shall be maintained at all times as a domestic trust in the United States. Each Plan Sponsor may cause its respective plan to join and adopt the Trust and become a participating plan ("Participating Plan"), by executing a Participation Agreement ("Participation Agreement"), which is incorporated into and becomes a part of this Trust by reference.
- 1.2 The Trust. This Trust shall be referred to as the Great Gray Collective Investment Trust. Unless the context indicates otherwise, the terms "Trust," "Agreement," "herein," "hereunder," and similar terms mean this Declaration of Trust and the Trust hereby evidenced. The term "trust" shall mean the trust created and maintained under a Participating Plan which invests in this Trust in accordance with the requirements set forth herein. This Trust is intended to constitute an exempt trust under Section 501(a) of the Internal Revenue Code, as amended (the "Code") and a "group trust" pursuant to the requirements of Rev. Rul. 81-100 (as amended, modified or supplemented from time to time, and any successor ruling thereto) and any other applicable Internal Revenue Service rules and regulations.
- 1.3 Trustee. The Trustee of the Trust is Great Gray Trust Company, LLC.
- 1.4 Effective Date; Trust Year. This 2023 Amended and Restated Declaration of Trust is effective as of April 28, 2023, and amends and restates the Original Trust, which was effective as of October 6, 2005, and was previously amended by the Trust Amendments incorporated under the Prior Declaration. The Trust Year shall be the period ending December 31, 2023 and the twelve-month period ending on December 31 of each year thereafter (the "Trust Year").
- 1.5 Fiduciary Responsibilities. The Trustee shall be a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with respect to the Trust and to those assets of a Participating Plan

invested in the Trust. All fiduciaries with respect to the Trust shall discharge their duties with respect to the Trust solely in the interests of participants and beneficiaries of the Participating Plans and for the exclusive purpose of providing benefits under the Participating Plans and defraying reasonable expenses of administration of the Participating Plans and this Trust, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

- 1.6 Diversification and Prudence of Investments. In determining whether the diversification and prudence requirements in Sections 404(a)(1)(B) and (C), respectively, of ERISA have been met with respect to an investment in the Trust, the Plan Sponsor of each Participating Plan and trustee under such trust shall be solely responsible for determining that the requirement of proper diversification of the total plan assets of such Participating Plan has been met, and neither the Trustee nor any other fiduciary or party shall have any such responsibility therefor or for diversifying such Participating Plan assets.

## ARTICLE 2 PARTICIPATION IN COLLECTIVE INVESTMENT TRUST

- 2.1 Qualification of Participating Plans. An investor in the Trust must (i) maintain a governing document that specifically authorizes it to participate in the Trust via an investment in one of the Funds established pursuant to this Declaration as described in Section 3.1 and that provides that it is impossible for any part of the corpus or income of such investor's trust or custodial account to be used for or diverted to purposes other than for the exclusive benefit of its participants and their beneficiaries; (ii) adopt this Declaration specifically or in substance and effect as part of the investor's plan or other governing documents; (iii) be exempt from federal income taxation; and (iv) satisfy the applicable requirements of the Investment Company Act of 1940 (the "Investment Company Act"), as amended, and the Securities Act of 1933 (the "1933 Act"), as amended from time to time, and any applicable rules of the Securities and Exchange Commission (the "SEC") thereunder or any successor rulings, regulations, or similar pronouncements, regarding participation by such investor in a collective investment trust. Such plans and trusts include:

- a. A retirement, pension, profit-sharing, stock bonus, or other employee benefit trust or custodial account which is exempt from federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code and, if such trust or custodial account covers one or more self-employed individuals within the meaning of Section 401(c)(1) of the Code, which satisfies the applicable requirements of the Investment Company Act and the 1933 Act, as amended, or SEC Rule 180, or any successor ruling, regulation, or similar pronouncement, regarding participation by such investor in a collective investment trust; or
- b. An eligible governmental plan trust or custodial account under Section 457(b) of the Code which is exempt from federal income taxation under Section 457(g) of the Code; or
- c. A governmental plan described in Section 401(a)(24) of the Code; or
- d. A common, collective, or commingled trust fund, including, but not limited to, any such fund maintained by the Trustee, which consists solely of the assets of investors described in this Section 2.1; or
- e. A separate account maintained by a life insurance company so long as (i) all of the assets in the separate account consist solely of assets of group trust retiree benefit plans as defined in Revenue Ruling 2011-1 and as modified by Revenue Ruling 2014-24; (ii) the insurance company maintaining the separate account enters into a written arrangement with the Trustee consistent with the requirements of Revenue Ruling 2011-1 (including the requirement that no part of the corpus or income of any of the group trust retiree benefit plans be used for, or diverted to, any purpose other than for the exclusive benefit of the plan participants and their beneficiaries); and (iii) the assets of the separate account are insulated from the claims of the insurance company's general creditors; or
- f. A trust or custodial account created under an employees' pension or profit sharing plan that is a Puerto Rican plan described in Section 1022(i)(1) of ERISA that meets the requirements of Revenue Ruling 2011-1, as modified by Revenue Ruling 2014-24; or
- g. A church plan (as defined in Section 414(e) of the Code), including a plan described in Section 401(a) of the Code and a retirement income account described in Section 403(b)(9) of the Code, or an organization

described in Section 414(e)(3)(A) of the Code the principal purpose or function of which is the administration of such a plan or account; or

- h. Other plans or trusts which are permitted by Revenue Ruling 81-100, as modified or amended from time to time, and by applicable rules and regulations of, as applicable, the SEC, and the Internal Revenue Service to pool their funds in a bank collective investment fund.

As a condition of admitting any of the foregoing investors to the Trust, the Trustee may require an investor to furnish (i) a favorable determination letter from the Internal Revenue Service, if applicable; (ii) an opinion of counsel; or (iii) other evidence acceptable to the Trustee, which demonstrates that the trust or custodial account qualifies for exemption from federal income taxation under the Code.

2.2 Participating Plans. To qualify as a Participating Plan and participate in the Trust, a plan must:

- a. Complete and return to the Trustee (or its authorized designee) the Participation Agreement and such other participation materials as the Trustee may require from time to time; and
- b. Provide such other documentation, representations, and warranties or other assurances as the Trustee may, in its sole discretion, request.

2.3 Termination of Participation. If at any time a Participating Plan no longer satisfies the conditions for constituting a Participating Plan hereunder, (a) the Participating Plan shall immediately notify the Trustee in writing, and (b) all investments of a Participating Plan shall be withdrawn and distributed to the Participating Plan as soon as practicable thereafter. If the date of such distribution is not otherwise a Valuation Date (as defined in Section 5.1 below), such date shall be a special Valuation Date hereunder.

### **ARTICLE 3 THE FUNDS**

3.1 Establishment of Funds. The Trust shall be divided into separate funds as may be established from time to time (each, a "Fund"). The Trustee shall administer hereunder each such Fund as the Trustee shall deem necessary or desirable from time to time for the effective investment of assets of the Participating Plans. One Fund may hold units of participation in another Fund. Each Fund shall be separately held, administered, invested, valued, distributed, and accounted for and all provisions of this Trust shall apply to each Fund, respectively, unless the context requires or specifically provides otherwise. The assets of each Fund shall be invested and reinvested in any kind of property, real or personal, in accordance with the investment objectives and policies of each Fund established pursuant to Section 3.3.

3.2 Sub-Advisor. The Trustee may appoint a Sub-Advisor (as defined below) to manage, acquire, and dispose of assets under the Fund(s). For purposes of this Trust, the term "Sub-Advisor" shall mean any fiduciary designated in an Investment Advisor Agreement who shall have the power to manage, acquire, and dispose of assets under a Fund. Each such Sub-Advisor shall (a) be registered as an investment advisor under the Investment Advisers Act of 1940, as amended, or under state law, and (b) acknowledge that it will be a "fiduciary" (as such term is defined in Section 3(21) of ERISA) with respect to the assets of the Participating Plan invested in the Fund. Notwithstanding the foregoing, the Trustee shall have full and complete authority to control the specific securities, property, and investments purchased or redeemed and shall retain ultimate authority to accept or reject the advice or direction of any Sub-Advisor.

3.3 Investment of the Funds. The titles and investment objectives of the Funds shall be those as set forth in one or more Fund declarations as may be adopted and amended by the Trustee from time to time. The Trustee may specify the types of investments to be authorized for use by the Funds and other details pertinent to the proper administration, operation, and management of the Fund. The Sub-Advisor may invest all or any portion of the assets of each Fund in one or more mutual funds, stocks, bonds, cash, exchange traded funds, or in one or more collective investment funds, provided that such collective investment funds consist entirely exclusively of the assets of qualified plans and trusts that are exempt from federal income tax under Section 501(a) of the Code and tax-exempt retirement plans maintained by governmental employers under Section 414(d) of the Code, provided such investment satisfies the investment objectives of the Fund. The instrument creating such a collective investment fund, as amended from time to time, shall be incorporated and made a part of this Trust. In the case of assets delivered to the Trustee on a date other than a Valuation Date, the Trustee is expressly authorized to retain such assets in another collective investment fund or in its deposit accounts until the Valuation Date immediately following the Trustee's receipt of such assets.

- 3.4 Participation in a Fund. Participation by a Participating Plan in a Fund shall be based on a proportionate fair market value interest in all of such Fund's assets. Each Fund shall be comprised of units (each, a "Unit") to which the Trustee shall assign a starting value. Earnings of the Fund shall be reinvested and the Unit values adjusted accordingly on each applicable Valuation Date. The Trustee may, in its sole discretion, split or combine the Units as of a particular Valuation Date and the value of each Unit shall be adjusted accordingly. The Trustee may, in its sole discretion, close a Fund to new Participating Plans at any time. A closed Fund shall continue to be administered under this Trust until all Units are withdrawn. The Trustee may, in its sole discretion, split one or more assets out of a Fund to become a new Fund. A Participating Plan's interest in any such new Fund shall be in the same proportion as such plan's interest held in the old Fund. The Trustee, in its sole discretion, may allow new admissions or may close the new Fund to new admissions.
- 3.5 Additional Funds. The Trustee may create additional Funds from time to time by designating the name of the new Fund, its investment objective and policy, the initial unit value and any special administrative provisions relating to the administration of such Fund. Each new Fund shall be established and administered in accordance with applicable regulatory authority and subject to all of the terms of this Trust, as supplemented by the Trustee's writing creating such Fund. The written minutes creating such Fund shall not be considered an amendment to this Trust but shall constitute a supplement to the Trust and form a part hereof.
- 3.6 Withdrawals.
- a. No Plan Sponsor-directed withdrawal by a Participating Plan from a Fund shall be permitted unless a prior written notice of intention to make such withdrawal shall have been given to the Trustee (or its authorized designee) within such time period as the Trustee may establish from time to time. Unless the Plan Sponsor specifies a particular Valuation Date as the effective date for the withdrawal, the withdrawal shall occur at the next Valuation Date after the notice is received. The Plan Sponsor may by notice to the Trustee cancel such withdrawal request at any time up to the Valuation Date as of which the withdrawal is to be effected. A withdrawal request may not be changed or cancelled after the Valuation Date as of which the withdrawal is to be effected. Such withdrawal shall be made pro rata from the Participating Plan's interest in such Fund.
  - b. Upon the withdrawal of a Participating Plan's interest in a Fund, there shall be paid or transferred out of the respective Fund an amount equal to the value, as determined pursuant to this Trust, of the Participating Plan's interest or part thereof withdrawn on the date such withdrawal is effective. The Trustee may, however, withhold and retain from the value of such interest or part thereof such amount as represents income accrued thereon but not actually collected by the Trustee as of the date of such withdrawal. In such event, the accrued income shall be distributed to the Participating Plan when the Trustee actually collects such income.
  - c. In the event that any income accrued but not actually collected by the Trustee shall be distributed to a Participating Plan upon a withdrawal from a Fund, and thereafter such accrued income is not actually collected by the Trustee in whole or in part when it should have been, the Trustee shall have the right at any time thereafter to charge to and recover from such Participating Plan, or the participants thereof, the amount of such accrued income so distributed but not actually collected.
  - d. In general, all income earned by the Trust or a Fund after expenses shall be added to the principal of the Trust or Fund and invested and reinvested as a part thereof. The Trustee, in its discretion and upon consultation with the Sub-Advisor, may at any time make a distribution to the Participating Plans. Any such distribution shall be distributed in cash or in kind or partly in cash and partly in kind, as the Trustee in its sole discretion shall determine.
  - e. Notwithstanding the foregoing, if the total withdrawals from a Fund for all Participating Plan requests as of any Valuation Date exceed uncommitted cash and the liquid investments available on that Valuation Date, the Trustee shall make payments to the Participating Plans requesting withdrawals from the Fund involved based on the following priorities: (i) requests for withdrawals in order to pay benefits from Participating Plans; (ii) requests for withdrawals to effect transfers to other investments directed by participants in Participating Plans; and (iii) all other requests for withdrawals. Such withdrawal requests shall be honored on a pro rata basis on the Valuation Date requested and on each succeeding Valuation Date until all requests for withdrawal have been satisfied.

**ARTICLE 4  
MANAGEMENT OF THE TRUST**

- 4.1 Trustee's Powers and Duties. The Trustee shall have exclusive authority and discretion to manage and control the Trust. The Trustee shall have all necessary powers to discharge its duties under this Trust, including without limitation the following powers, rights, and duties:
- a. To sell, exchange, convey, or transfer or otherwise dispose of any property, whether real or personal, the Trustee holds under the Trust, by private contract or at public auction.
  - b. To invest and reinvest the assets of the Trust in any deposit account, contract, property, or securities, to the extent permitted by applicable law, subject to the investment objectives of each Fund as established from time to time.
  - c. To retain in cash, without liability for interest, such amounts as the Trustee considers reasonable under the circumstances, pending the selection and purchase of investments, the payment of expenses and fees, or other anticipated distributions.
  - d. When directed by the Plan Sponsor or its authorized agent, (i) to make payments of benefits under a Participating Plan to such trustee(s), persons, or accounts, in such manner, at such time and in such amounts as the Plan Sponsor or authorized agent may from time to time in writing direct, and the Trustee shall be fully protected in making payments out of the Trust in accordance with such written directions; (ii) to receive and hold for any Participating Plan any funds or property transferred in accordance with the provisions of the Participating Plan to the Trustee from any trust or other funding entity which forms a part of another retirement plan which meets the qualification requirements set forth in Section 2.1 hereof.
  - e. To make, execute, acknowledge and deliver any and all deeds, leases, assignments, documents of transfer and conveyance, and all other instruments that may be necessary or appropriate to carry out the powers herein granted, and to give full receipts and discharges.
  - f. To exercise subscription, conversion, and other rights and options (and make payments from the Trust in connection therewith), to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing, and any other plan or change affecting any property constituting a part of the Trust, to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery; provided that except as authorized by regulations issued by the Secretary of Labor, the indicia of ownership of the assets of the Trust shall not be maintained outside the jurisdiction of the district courts of the United States.
  - g. To waive, modify, reduce, compromise, release, contest, arbitrate, settle, or extend the time of payment of any claim or demand of any nature in favor of or against the Trustee or all or any part of the Trust, to retain any disputed property without liability for interest until an appropriate final adjudication or release is obtained, and to maintain in the Trustee's discretion any litigation the Trustee considers necessary in connection with the Trust.
  - h. To employ accountants, advisors, agents, counsel, consultants, custodians, depositories, experts, and other persons, to delegate discretionary powers to such persons and to reasonably rely upon information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing.
  - i. To withhold all or any part of any payment required to be made hereunder as may be necessary and proper to protect the Trustee or the Trust against any liability or claim on account of any estate, inheritance, income, or other tax or assessment attributable to any Participating Plan and to discharge any such liability with any part or all of such payment so withheld, in accordance with applicable law.
  - j. Subject to applicable law, to borrow money for the Trust, at reasonable rates of interest from a lender, including an affiliate of the Trustee, with or without security, provided however that such loans may be made only to protect the assets of a Fund or to cover temporary cash overdrafts or other appropriate purposes.



- k. Subject to applicable law, to lend, or appoint an agent to lend, assets on a secured or unsecured basis for any purpose the Trustee may deem desirable, and to permit any loaned securities to be transferred into the name of and voted by the borrower or others, and to hold any collateral received in connection with such loan in bulk or pursuant to any master loan agreement in which the Trust may hold an unallocated interest in such collateral together with other funds for which the Trustee is acting as trustee or agent.
- l. To compromise, defend, or prosecute any claims, debts, or damages to or owing from the Trust or Funds and commence or defend suits or legal proceedings involving the Trust, the Funds, or the Trustee.
- m. To perform all other acts which in the Trustee's judgment are appropriate for the proper management, investment, and distribution of the Trust.

## ARTICLE 5 TRUST AND FUND ACCOUNTING

- 5.1 Trust and Fund Valuations. The value of each Fund shall be determined each day on which the New York Stock Exchange is open for trading or such other time period, occurring at least once every three months, as the Trustee may establish with respect to a particular Fund. Each day on which the Trust and a Fund are valued shall be referred to as a "Valuation Date." The Trustee will value the Trust and each Fund in accordance with the valuation procedures the Trustee may establish from time to time. Subject to the foregoing, the Trustee may utilize any prudent method in the valuation of assets comprising each Fund and any such method of valuation shall be conclusively presumed to constitute a correct method of establishing value and shall not be subject to challenge unless the Trustee failed to act prudently in establishing such valuation method.
- 5.2 Audit. Each Fund shall be audited at least once during each Trust Year by auditors responsible to the Board of Managers of the Trustee.
- 5.3 Written Account. Within ninety (90) days following the close of each Trust Year, the Trustee shall prepare a written account of all transactions relating to the Trust and each Fund. The written account shall be based on the audit performed pursuant to Section 5.2 above and shall include the following: (a) a list of all investments showing cost and current value; (b) a statement for the year showing purchases with cost, sales with profit or loss, other investment changes, and income and disbursements; and (c) an appropriate notation as to any investments in default. The Trustee shall give notice of the availability of the account to the Plan Sponsor of the Participating Plan, or such other person designated for the purpose of receiving such account on behalf of the Participating Plan, and a copy of the account shall be furnished upon request to the Participating Plan. If the Participating Plan shall not, within ninety (90) days after the mailing of such statement of account, notify the Trustee, in writing of its disapproval of the same, such statement shall constitute a valid accounting of the Trust as if the account had been duly approved by the Participating Plan in writing. If the Trustee and Participating Plan cannot agree with respect to any act or transaction reported in the accounting, the Trustee and the Participating Plan shall have the right to have its accounts settled by judicial proceedings, in which event, only the Trustee and the Participating Plan shall be necessary parties.
- 5.4 Settlement on Withdrawal. On the withdrawal of a Participating Plan from the Trust, the Trustee shall render to the Participating Plan a written account for the period from the date of the last written account to the Valuation Date on which the withdrawal of the Participating Plan is effective. Payment to the withdrawing Participating Plan according to the statement of account shall constitute a full and final settlement unless, within ninety (90) days after sending the statement, the Participating Plan notifies the Trustee in writing of its objection to the accounting. Disputes regarding such account or settlement shall be resolved in accordance with the provisions of Section 5.3.

## ARTICLE 6 GENERAL PROVISIONS

- 6.1 Qualifications of the Plan and Trust. The Trust is intended to qualify under Section 401 of the Code and for tax exemption under Section 501(a) of the Code (or under any comparable provisions of any future legislation that amends or supersedes said provisions of the Code). Unless and until advised to the contrary, the Trustee and persons dealing with the Trustee shall be entitled to assume that the Trust is so qualified and tax exempt.
- 6.2 Restrictions on Reversion. No Plan Sponsor shall have any right, title, or interest in the assets of the Trust, nor will any part of the assets of the Trust revert or be repaid to a Plan Sponsor.

- 6.3 Custody of Assets. The Trustee shall maintain the indicia of ownership of the assets of the Trust only where and in circumstances permitted by regulations under ERISA.
- 6.4 Nonassignment and Nonalienation of Plan Benefits. Except as otherwise required by law, the rights or interests of any Participating Plan or the rights of any participant or beneficiary to any benefits or future payments under such Participating Plan shall not be subject to attachment or garnishment or other legal process by any creditor of any such participant or beneficiary, nor shall any such Participating Plan, participant or beneficiary have any right to alienate, anticipate, commute, pledge, encumber, or assign any of the benefits or rights which he or she may expect to receive (contingently or otherwise) under the Participating Plan or this Trust.
- 6.5 Judicial Proceedings. In any action or proceeding regarding this Trust, any Participating Plan or the administrator of a Participating Plan, participants or former participants, their beneficiaries and any other persons having or claiming to have an interest in this Trust or the Participating Plan shall not be necessary parties, shall not be entitled to any notice of process, and shall be deemed to be fully represented by the Trustee for all purposes if the Trustee shall be a party to such proceeding. Any final judgment which is not appealed or appealable and which may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have any interest in this Trust or the Participating Plan. To the extent permitted by law, if a legal action is begun against the Plan Sponsor of a Participating Plan, or the Trustee by or on behalf of any person, and such action results adversely to such person, or if a legal action arises because of conflicting claims to a plan participant's or other person's benefits, the costs to the Trustee of defending the action will be charged to the sums, if any, which were involved in the action or were payable to the plan participant or other person concerned.
- 6.6 Trustee's Action Conclusive. Whenever any power may be exercised or any action may be taken by the Trustee involving the exercise of discretion, the discretion of the Trustee when exercised in good faith and with reasonable care shall be absolute and binding upon all Participating Plans and all persons interested therein. The certificate of the Trustee that it is acting according to this Trust will fully protect all persons dealing with the Trustee. To the extent permitted by applicable law, the Trustee shall not have any liability for any act or omission on the part of any fiduciary of any Participating Plan. To the fullest extent permitted by applicable law, the Trustee shall be indemnified from the assets of the Trust and held harmless for any expenses, costs, or damages it may incur for any actions taken or not taken in good faith and in the exercise of reasonable care, including reasonable expenses of defending any action brought with respect to any action so taken or omitted.
- 6.7 Effect of Mistakes. No mistake made in good faith and in the exercise of due care in connection with the administration of the Trust or any Fund shall be deemed to be a violation of this Trust or of applicable law if, promptly after the discovery thereof, the Trustee shall take whatever action may be practicable under the circumstances to remedy such mistake.
- 6.8 Advice of Counsel. The Trustee may select and consult with competent legal counsel with respect to the meaning and construction of this Trust or concerning the Trustee's powers or obligations hereunder and shall be protected from any action taken or omitted by it in good faith pursuant to the opinion of such counsel.
- 6.9 Contributions and Payments. The Trustee shall be accountable to a Participating Plan for all contributions received from the Participating Plan attributable to participants in such plan, but the Trustee shall have no duty to see that the contributions comply with the provisions of the plan, nor shall the Trustee be obliged or have any right to enforce or collect any contribution from a Participating Plan or its participants or otherwise see that the funds are deposited according to the provisions of a Participating Plan. The Trustee shall not be responsible for establishing a funding policy for a Participating Plan. The authorized administrator of the Participating Plan will direct the Trustee in writing as respects to the distribution of benefits payable under a Participating Plan.
- 6.10 Liabilities Mutually Exclusive. To the extent permitted by law, the Trustee, a Plan Sponsor, and any other authorized person or fiduciary shall be responsible only for its or their own acts or omissions.
- 6.11 Indemnification. To the extent permitted by law, no person shall be personally liable for any act done or omitted to be done in good faith in the administration of this Trust or the investment of the Trust. To the extent permitted by law, the Trustee and its agents shall be indemnified and saved harmless by each Plan Sponsor with respect to claims of liability to which the Trustee and its agents are subjected by reason of the Plan Sponsor's investment in the Trust or compliance with any directions given in accordance with the provisions of a Participating Plan or this Trust by the Plan Sponsor, trustee, or any person duly authorized by the Plan Sponsor.

- 6.12 Compensation and Expenses. The Trustee shall receive reasonable compensation for the administration of the Trust and the Funds, in such amounts as the Trustee shall determine from time to time. All reasonable compensation, costs, charges, and expenses incurred in the administration of the Trust and the Funds may be charged to the Trust or Funds. The Trustee shall be fully protected in making payments of administrative expenses.
- 6.13 Notice and Directions. Any notice or direction under this Trust shall be in writing and shall be effective when actually received by the Trustee or by a Participating Plan at the address stated in the Participation Agreement or other address specified by notice to the other. Notice may be delivered personally or by facsimile, express delivery, registered or certified mail, postage prepaid, return receipt requested.
- 6.14 Successors. Any corporation, association, or entity (i) into which the Trustee may be merged or with which it may be consolidated, (ii) resulting from any merger, consolidation, or reorganization to which the Trustee may be a party, or (iii) to which all or any part of the Trustee's fiduciary business which includes the Trust may be transferred, shall become successor Trustee, and shall have all the rights, powers and obligations of the Trustee under this Trust, without the necessity of executing any instrument or performing any further act. This Trust will be binding on all persons entitled to benefits hereunder and their respective heirs and legal representatives, and on the Trustee and its successors. The term "Plan Sponsor" shall be deemed to include any permitted successor or assign to a plan's Plan Sponsor.
- 6.15 Severability. If any provision of this Trust is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Trust, and they shall be construed and enforced as if such illegal or invalid provisions had never been inserted therein.
- 6.16 Applicable Law. The Trust shall be construed in accordance with the provisions of ERISA and other applicable federal law and, to the extent not inconsistent with such laws, with the laws of the State of Nevada.
- 6.17 Tax Reporting/Withholding. The Trustee shall prepare tax returns or other filings with respect to the Trust only if such returns or filings must be filed by the Trustee rather than by the Plan Sponsor or trustee under such Participating Plan.

## ARTICLE 7 AMENDMENT AND TERMINATION

- 7.1 Amendment. The Trustee may amend this Trust from time to time to satisfy the requirements for tax exemption under the Code or as may otherwise be desired by the Trustee; provided that under no condition shall an amendment result in the return or the repayment to a Plan Sponsor of any part of the Trust or the income from it other than as provided under the Trust or result in the distribution of the Trust for the benefit of anyone other than persons entitled to benefits under a Participating Plan. Notice of any material amendment shall be provided to each Participating Plan.
- 7.2 Termination. The Trustee may, in its discretion, for any reason or for no reason, terminate the Trust or any Fund at any time upon thirty (30) days' notice of such termination to each Participating Plan in the Trust or in the Fund, as the case may be. If the Trust or a Fund is terminated by the Trustee, all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee shall continue in effect with respect to the Trust or Fund, as applicable, until all assets of the Participating Plans in the Trust or such Fund have been distributed by the Trustee to the Participating Plans. Upon termination of this Trust or a Fund, the Trustee shall first reserve such reasonable amounts as it may deem necessary to provide for the payment of any expenses or fees then or thereafter chargeable to the Trust or Fund, as applicable.

**GREAT GRAY TRUST COMPANY, LLC**

By: /s/ Christopher Randall

Name: Christopher Randall

Title: Chief Operating Officer

**ATTEST:**

By: /s/ Jennifer Matz

Name: Jennifer Matz

Title: Chief Compliance Officer

## RETURN INSTRUCTIONS

Via USPS:

Great Gray Trust Company, LLC  
Attention: Trust Officer  
6725 Via Austi Parkway, Suite 260  
Las Vegas, NV 89119

To expedite processing, you may email an electronic copy to: [CIFPlanOnboarding@greatgray.com](mailto:CIFPlanOnboarding@greatgray.com)

Please be sure to include all pages of the Participation Agreement when sending the signed original.



## Topic of the ARPA Interest Income in Franklin Savings Bank Accounts

Points by Franklin County Treasurer Pam Prodan made to Franklin County Commissioners at their meeting April 2, 2024 (my comments have been edited for brevity and clarity)

I mention to the Commissioners an idea I have had about the ARPA Recovery Funds, particularly the ARPA investments. I haven't spoken to other people about this idea yet because I wanted to mention it at this Commissioners meeting. This idea is specifically about the interest income generated by ARPA Recovery Funds. Interest income generated from the ARPA Recovery Funds is not restricted to the ARPA requirements. ARPA Interest income is allowed to be used for County purposes. In other words, the ARPA interest income is our money.

My idea is that the accrued interest income on the ARPA funds would regularly be put into the General Fund where I expect it would earn a higher rate of return, rather than being reinvested in the ARPA Recovery Fund Accounts at Franklin Savings.

All undistributed ARPA Recovery Funds are on deposit at Franklin Savings Bank, where the people are very good at reminding us of when our CDARS are about to mature, and the accounts are structured as follows:

- 1) checking account with minimum balance of \$100,000, earning no interest (normal for such checking accounts at all banking institutions)
- 2) sweep account that earns interest, and the interest income is currently reinvested (for example, for the 6-month period from October 2023 through March 2024 on the roughly \$650,000 balance, interest was almost \$5,000.00 at the rate of 1.5% or 1.62% APY as of the end of March 2024)
- 3) usually, 2 CDARS for which terms and interest may vary and interest income is currently reinvested into the principal (CDARS are CDs invested in multiple banks through Franklin Savings Bank, where the monies generate accumulated interest), as follows:

One 4-week CDARS that is maturing in April, roughly half a million dollars.

Also, one 13-week CDARS that will mature in June, just over 2-1/2 million dollars.

Last year, I suggested considering moving the interest income earned from the ARPA Recovery Funds to the General Fund. This was because the interest rates for the County's General Fund monies, deposited at a different bank, have consistently been higher than at Franklin Savings Bank.

Back in September 2023, Franklin County's CPA Accountant stated that if the Commissioners approved moving the total accrued interest generated from the ARPA monies to the General Fund, it would have been almost \$89,000 at that time.

### Additional information about the ARPA Interest Income

For just the ARPA sweep account at Franklin Savings Bank, the total interest income in calendar year 2023 was \$11,547.11 and this calendar year to the end of March 2024, it was \$2,428.30. Interest income on the CDARS in 2023 obviously was considerably more.

It is acceptable for the County to continue to store the excess ARPA Recovery Funds at Franklin Savings Bank in the sweep account and in CDARS or CD accounts, until those funds need to be distributed for planned projects. It is a complicated decision as to how much money to project to have available in the ARPA sweep account for near-term distribution, what bills must be paid, and how much money to invest in short-term and long-term CDARS. Susan Pratt, ARPA Coordinator, who is well-informed with her knowledge, should be the key to deciding this.

This discussion is just about where to deposit the interest income, which belongs to the County, so that it can earn a higher interest rate. There is no need to decide at this time what to use the ARPA interest income on.

### Other thoughts since April 2, 2024

I still think moving the ARPA interest income should be seriously considered, as the ARPA interest income is not restricted to ARPA requirements. That way, we will recognize it as revenue to the County belonging to the General Fund. It is also my opinion that it is preferable for the interest income, being County revenue, not to continue to be mingled with the ARPA Recovery Funds in the same bank account, because it is our money, not ARPA Recovery Fund money.

The first thing would be to inform Franklin Savings that instead of having the interest income earned on the sweep account reinvested at the end of each month, transfer it to the ARPA checking account. Then, it would be a monthly bookkeeping function to write a check from the ARPA checking account for the month's interest earned on the ARPA sweep account to deposit in Androscoggin Bank, which is where most of the County's General Funds are on deposit. Do the same for each CDARS on maturity when the interest generated is calculated. Also, whenever a new CDARS is opened, be sure that the interest income at maturity is explicitly designated not to be reinvested but to be transferred to the ARPA checking account so that a check then can be written for deposit in the General Fund. Wire transfers could be used instead of checks, if more economical and efficient.



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

Amy Bernard, County Administrator  
Re: Lang Township & Coplin Plantation  
140 Main Street, Suite 3  
Farmington, ME 04938

4/24/2024

**Subject:** Large Animal Signage &  
Highway Rehabilitation  
**Project Nos.:** 026246.00 & 026964.00  
**Location:** Lang Township & Coplin Plantation  
**Roadway:** Route 16

Dear Ms. Bernard:

The Maine Department of Transportation will soon solicit quotes for the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area." A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, **which requires signature by the municipal officers**, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that *"the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers."* In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 207 624-3410.

Sincerely,

George M.A. Macdougall, P.E.  
Contracts & Specifications Engineer  
Bureau of Project Development

624 3353

*Please return this AGREEMENT, when completed, to:*

Maine Department of Transportation  
ATTN.: George Macdougall, Contracts & Specifications Engineer  
#16 State House Station, Child Street  
Augusta, Maine 04333-0016

**Project Nos.:** 026246.00 &  
026964.00  
**Location:** Lang Township & Coplin  
Plantation

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of Franklin County agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overlimit loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The MaineDOT will assist in determining the amount of the bond if requested. A suggested format for a general construction *overlimit bond* is attached. A suggested format for a construction *overlimit permit* is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

**COUNTY OF FRANKLIN**  
By the County Officials

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