

**BYLAWS
OF
WEQUETEQUOCK FIRE DISTRICT**

Effective as of May 1, 2026.

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OF
WEQUETEQUOCK FIRE DISTRICT**

Article 1.

Definitions

Section 1.01 Name. The “District” shall mean: Wequetequock Fire District , its successors and assigns.

Section 1.02 Board. The “Board” shall mean the Board of Directors of the District.

Article 2.

Purposes, Objectives and Governing Instruments

Section 2.01 Purposes and Powers. The purpose of the District is to extinguish fires. In furtherance of such purpose, the District shall have all powers permitted under Chapter 105 of the Connecticut General Statutes, including the power to levy and collect taxes, and to borrow money.

Section 2.02 Governing Instruments. The District shall be governed by its Bylaws.

Section 2.03 Nondiscrimination Policy. The District will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

Section 2.04 Limitations on Activities. No part of the activities of the District shall consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office.

Section 2.05 Territorial Limits. The current territorial limits of the District shall be kept on file with the Clerk of the District and with the Town Clerk for the Town of Stonington. The territorial limits may be enlarged or reduced by following the procedure specified under Connecticut General Statutes § 7-325(b), as follows:

- (a) The Board shall approve a resolution proposing such enlargement or reduction of territorial limits. If the territory is to be enlarged, the portion to be added must be contiguous with some portion of the existing territory.

(b) The Board shall call a meeting of voters of the area proposed to be included or excluded, to be held within thirty (30) days of the Board's approval of the resolution. The Board shall publish a signed, written notice of the meeting in two successive issues of the Westerly Sun, the second such publication being at least fourteen (14) days before the meeting.

(c) At the meeting, the voters from the area proposed to be included or excluded shall vote as to whether to approve or reject the resolution. Two-thirds (2/3) of such voters in attendance at the meeting must vote in favor of the resolution in order for it to pass.

(d) If an enlargement of the territorial limits of the District will overlap the territorial limits of another fire district within the Town of Stonington, the Board shall petition the Town of Stonington to approve the enlargement through its legislative process. The enlargement cannot proceed unless such town legislative approval is received.

(e) If Paragraphs (c) (and (d), if necessary) are satisfied, then within thirty (30) days, the Clerk of the District shall notify the Town Clerk of the Town of Stonington and file documents detailing the updated territorial limits of the District.

Article 3.

Directors

Section 3.01 Meetings. An annual meeting of the Board shall be held on the third Monday of April of each year for the purpose of electing Directors, adopting an annual budget, receiving annual reports of the Board and Officers, and for the transaction of such other business as may be brought before the meeting.

Regular meetings of the Board may be held at such times as the Board may from time to time determine. Special meetings of the Board may also be called at any time by the President or by at least three (3) Directors.

All meetings shall be conducted in accordance with Connecticut General Statutes § 7-327.

Section 3.02 Number of Directors. The Board of Directors shall consist of seven (7) Directors, including the four (4) Officers described in Section 4.01. No Director shall be line officers of the Wequetequock Fire Company.

Section 3.03 Election and Term of Office. The Directors of the District shall be elected at the annual meeting and shall serve one-year terms. There is no limit to the number of terms a Director may serve.

Section 3.04 Powers and Duties. Subject to the provisions of law and of these Bylaws, but in furtherance and not in limitation of any rights and powers thereby conferred, the

Board shall have the control and management of the affairs and operations of the District and shall exercise all the powers that may be exercised by the District.

Section 3.05 Location and Recordkeeping. Any meeting of the Board may be held at any place in the Town of Stonington.

A correct and complete record of all meetings of the Board of Directors shall be kept and such record shall be attested by the signature or electronic signature of the Clerk, or such other person appointed to act as Clerk at the meeting.

Section 3.06 Notice of Meetings. Written notice of all meetings will be published in two successive issues of the Westerly Sun, the second such publication being at least fourteen (14) days before the meeting.

Section 3.07 Quorum. Not fewer than fifteen voters of the district shall constitute a quorum for the transaction of business at the organization meeting of the district; and if fifteen voters are not present at such meeting, the Board may adjourn such meeting from time to time, until at least fifteen voters are present.

Section 3.08 Voters. Any elector of the Town of Stonington residing within the District shall be an eligible voter at any meeting.

Section 3.09 Removal. Any Director may be removed for cause by majority vote at any meeting, provided there is a quorum of voters present.

Section 3.10 Resignation. Any Director may resign from office at any time by delivering a resignation in writing to the Board of Directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

Section 3.11 Vacancy. In the event of a vacancy, the Board shall by majority vote, appoint a voter of the District to serve as Director until the next annual meeting.

Section 3.12 Remote Participation. The Board may, but is not required to, allow Directors or voters to participate in any meeting via telephone or by electronic means (such as Zoom). If the Board determines to allow such remote participation for a particular meeting, it will provide instructions for such remote participation in the notice(s) described in Section 3.06. For all purposes (including voting), remote participation shall be equivalent to in-person participation.

Article 4.

Officers

Section 4.01 Election and Qualifications; Term of Office. The Officers of the District shall be a President, Vice-President, Clerk, and Treasurer. The Officers of the District shall be elected at the annual meeting and shall serve one-year terms. There is no limit to the number of terms an Officer may serve.

Section 4.02 Candidacy. Any voter intending to be a candidate for election as an Officer must, at least seven (7) days before the meeting where said election is to be held, file written notice with the Clerk providing the following information: 1) name, 2) address, and 3) preferred office.

Section 4.03 - Powers and Duties of Officers

(A) President: The President shall be the chief executive officer of the District. Subject to the supervision of the Board of Directors, he or she shall perform all duties customary to that office and shall supervise and control all of the affairs of the District in accordance with policies and directives approved by the Board of Directors. He or she shall preside at all meetings of the Board of Directors; at such meetings, he or she will vote only to resolve a tie. He or she shall approve all bills for payment by the Treasurer, and shall have the general management and direction of the affairs of the District. He or she shall appoint all special or temporary committees and shall be an ex-officio member of all committees.

(B) Vice-President: In the absence of the President, or in the event of his or her inability, the Vice-President shall perform the duties of the President, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe by standing or special resolution, or as the President may from time to time provide, subject to the powers and the supervision of the Board of Directors.

(C) Clerk: The Clerk shall be responsible for preparing and maintaining custody of minutes of all meetings of the Board of Directors and for authenticating and maintaining the records of the District, and shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and, in general, shall perform all duties customary to the office of Clerk. He or she shall maintain the names of the Directors. In the absence of the Clerk at any meeting of the Board of Directors, the presiding officer of that meeting may appoint any person to act as Clerk of the meeting. He or she shall at all times keep a list of eligible voters of the District. He or she shall prepare the rate bill, apportioning to each owner of property his or her proportionate share of taxes.

(D) Treasurer: The Treasurer shall have the custody of, and be responsible for, all funds and property of the District. He or she shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the District, and shall deposit all monies and other valuable property of the District in the name and to the credit of the District in such banks, trust companies or other depositories as the Treasurer may designate, subject to approval of the Board of Directors. Whenever required by the Board of Directors, the Treasurer shall render a statement of accounts. He or she shall at all reasonable times exhibit the books and accounts to any Officer or Director of the District, and shall perform all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, give such bond or security for the faithful performance of his or her duties as the Board of Directors may

require, for which he or she shall be reimbursed. He or she shall prepare the annual budget for the District for consideration and adoption at the annual meeting.

Section 4.04 Tax Collection. The Tax Collector for the Town of Stonington shall have charge of the collection of all monies owed to the District under such rules, regulations and instructions as may be agreed to by the Board of Directors and the Town of Stonington.

Section 4.05 Delegation. In case of the absence of any Officer of the District, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any part of the powers or duties of any Officer to any other Officer or to any Director or Directors.

Section 4.06 Removal. Any Officer may be removed from office for cause by majority vote at any meeting, provided there is a quorum of voters present.

Section 4.07 Resignation. Any Officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately without acceptance by the District.

Section 4.08 Vacancy. In the event of a vacancy, the Board shall by majority vote, appoint a Director to serve as an Officer and fill the vacant office until the next annual meeting.

Section 4.09 Compensation of Officers, Agents and Employees. The District may pay compensation in reasonable amounts to agents and employees of the District for services rendered. The District shall not pay any compensation to Officers for services rendered to the District in their capacity as Officers, except that Officers may be reimbursed for expenses incurred in the performance of their duties to the District, in reasonable amounts as approved by, or in accordance with policies approved by, a majority of the entire Board of Directors.

Article 5.

Bank Accounts, Checks, Contracts and Investments

Section 5.01 Bank Accounts, Checks and Notes. The Board is authorized to select the banks or depositories it deems proper for the funds of the District. The Board shall determine who shall be authorized from time to time on the District's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness.

Section 5.02 Contracts. The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the District, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the

District by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

Section 5.03 Investments. The funds of the District may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board may deem desirable.

Article 6.

Indemnification

Section 6.01 Indemnity Under Law. The District shall indemnify and advance the expenses of each person to the full extent permitted by law.

Section 6.02 Additional Indemnification.

(a) The District hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the District to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other District of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of the District, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a Director or Officer of the District, or is or was serving or at any time serves such other District, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as a Director, Officer, employee or agent of such other District, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the District (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself,

create any presumption that the Indemnitee acted in bad faith and/or was dishonest.

(b) The obligation of the District to indemnify contained herein shall continue during the period the Indemnitee serves as a Director, Officer, employee or agent of the District and shall continue thereafter so long as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnitee was a Director or Officer of the District or served at the request of the District in any capacity for any other District, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Promptly after receipt by the Indemnitee of notice of the commencement of any action, suit or proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the District under this Section 2, notify the District of the commencement thereof; but the omission so to notify the District will not relieve it from any liability which it may have to the Indemnitee otherwise than under this Section 2. With respect to any such action, suit or proceeding as to which the Indemnitee notifies the District of the commencement thereof:

(i) The District will be entitled to participate therein at its own expense; and,

(ii) Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the District jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the District to the Indemnitee of its election so to assume the defense thereof, the District will not be liable to the Indemnitee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the District of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (A) the employment of counsel by the Indemnitee has been authorized by the District in connection with the defense of such action, (B) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the District and the Indemnitee in the conduct of the defense of such action, or (C) the District shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be borne by the District (it being understood, however, that the District shall not be liable for the expenses of more than one counsel for the Indemnitee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances).

The District shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the District or as to which the Indemnatee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

(iii) Anything in this Section 2 to the contrary notwithstanding, the District shall not be liable to indemnify the Indemnatee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The District shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnatee without the Indemnatee's written consent. Neither the District nor any such person will unreasonably withhold their consent to any proposed settlement.

(d) In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the District to the Indemnatee pursuant to this Section 2, the District shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnatee in defending such action, suit or proceeding, other than those expenses for which the Indemnatee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The District shall make such payments upon receipt of (i) a written request made by the Indemnatee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnatee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the District hereunder, and (iii) evidence satisfactory to the District as to the amount of such expenses. The Indemnatee's written certification together with a copy of the statement paid or to be paid by the Indemnatee shall constitute satisfactory evidence as to the amount of such expenses.

(e) The rights to indemnification and advancement of expenses granted to the Indemnatee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnatee may now or hereafter be entitled under the District's Bylaws, as now in effect or as hereafter amended, any agreement, any vote, any applicable law, or otherwise.

Section 6.03 Limitation. No amendment, modification or rescission of this Article 6 shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

Article 7.

Amendments

These Bylaws may be altered, amended, added to or repealed at any meeting of the Board called for that purpose by majority vote, provided there is a quorum of voters present.

Article 8.

Conflict of Interest Policy

All Directors must conduct themselves in a manner that is consistent at all times with the best interest of the District. Directors must guard against any conflict of interest. Any proposed transaction by the District must be reviewed by the Board of Directors for any financial interests by any of the Board members. The interest and/or interested parties must be identified and all facts known about the transaction must be revealed.

Voting on any transaction must exclude the Director of potential conflict and a majority of the Directors voting is required to pass the transaction.

Article 9.

Miscellaneous

Section 9.01 - Fiscal Year. The fiscal year of the District shall commence on July 1st and end on June 30th of each year or such other period as may be fixed by the Board of Directors.

Section 9.02 – Delegation of Purpose. The District shall assign to the Wequetequock Volunteer Fire Company the duty of extinguishing fires in the District. The District is responsible for fire protection, and shall have overall control of the means by which such protection is provided. The Fire Company shall annually elect its officers, including a Fire Chief and a Foreman. No person so elected by the Fire Company shall take office in the Fire Company until his election has been confirmed by the Board of Directors of the District.

Section 9.03 - Checks, Notes and Contracts. All checks, drafts, or other orders for payment of money, acceptances, notes, or other evidences of indebtedness shall be signed by such officer or officers or agent or agents of the District and in such manner as the Board of Directors from time to time may determine. The President may, subject to the approval of the Board of Directors, enter into any contract or execute and deliver any instrument in the name and on behalf of the District. The Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the District, and such authorization may be general or confined to specific instances.

Section 9.04 - Deposits. All funds of the District shall be deposited from time to time to the credit of the District in such banks, trust companies or other depositories as the Board of Directors may select.

Section 9.05 - Books and Records. The District shall keep at its office correct and complete books and records of the accounts, the activities and transactions of the District,

the minutes of the proceedings of the Board of Directors and Members and any committee of the District, and a current list of the Directors and officers of the District and their business addresses. Any of the books, minutes and records of the District may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 9.06 - Parliamentary Authority. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the parliamentary procedure of the District in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any other special rules of order the District may adopt.

Section 9.07 - Amendments to Bylaws. The Bylaws of the District may be adopted, amended or repealed in whole or in part by the affirmative vote of a majority of the eligible voters present at any meeting at which a quorum is present, provided that at least fourteen (14) days written notice is provided describing the proposed change(s) to the Bylaws.

These Bylaws were adopted at a meeting of the Board of Directors of Wequetequock Fire District on April 20, 2026.

President

Vice President

Clerk

Treasurer