

**FOX ISLANDS WIND, LLC**  
**BYLAWS**  
**Effective October 26, 2022**

**Article I – The Company**

Fox Islands Wind, LLC (“the Company”) is a Maine limited liability company organized as of June 29, 2009, pursuant to 31 M.R.S.A. §1501, et seq. The Company is wholly owned by Fox Islands Electric Cooperative, Inc. (“the Parent Cooperative”) as a generation and transmission cooperative pursuant to 35-A M.R.S.A. §3771. The Company shall be operated on a nonprofit basis for the principal purpose of the generation, manufacture, transmission, sale, supply, and storage of electric energy.

**Article II – Definitions**

As used in these Bylaws:

“Board of Directors,” and “Board” mean a body of natural persons duly qualified and elected or appointed as provided for in these Bylaws to govern the Company’s business affairs.

“Company” means Fox Islands Wind, LLC.

“Director” means a seated member of the Company’s Board of Directors.

“Officer” means the President, Vice President, Secretary/Treasurer, Chief Executive Officer, and other officers as may be designated by the Board pursuant to these Bylaws.

“Parent Cooperative” means Fox Islands Electric Cooperative, Inc.

**Article III – Meetings**

**Section 1. Annual Meeting.** An annual meeting shall be held on the fourth Monday of July of each year at the same time, date, and location as determined by the Parent Cooperative for its annual meeting of the members. Failure to hold the annual meeting shall not result in a forfeiture or dissolution of the Company.

**Section 2. Regular Meetings.** A regular meeting of the Board shall be held quarterly at such time and place within Vinalhaven, North Haven, or electronically as designated by the Board.

**Section 3. Special Meeting.** Special meetings of the Board may be called by the President or by any two Directors. The President or Directors calling the meeting shall designate the time and place within Vinalhaven, North Haven, or electronically for the meeting.

**Section 4. Notice of Regular and Special Board Meetings.** Written notice of the time, date, place, and purpose of any meeting of the Board shall be delivered to each Director either personally, electronically, or by mail, by or at the direction of the Secretary/Treasurer, at least

seven days before the date set for the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Director at his or her address as it appears on the records of the Company, with postage thereon prepaid. Notice of the time, date, place, and purpose of any meeting of the Board shall be posted at the Parent Company's main office at least seven days before the date set for the meeting. Copies of the agenda shall be made available to Patrons of the Cooperative upon request at the Parent Cooperative's main office. Appearance at the meeting shall be deemed a waiver of any defective notice.

**Section 5. Attendance at Meetings.** All meetings of the Company shall be open to Patrons of the Parent Cooperative, subject to reasonable restrictions as determined by the Board. If a meeting is held electronically, the meeting shall be deemed open if such Patrons are able to address the Board and to see and hear Board proceedings electronically, either online or by physical attendance at the location of the meeting, to the same extent as are Directors participating in the meeting. At every regular meeting of the Board, Patrons of the Cooperative shall be given the opportunity to address the Board concerning the policies and business of the Company. Unless otherwise determined by the Board President from time to time, such comment shall be permitted for up to one-half hour at each regular meeting, with three minutes allotted to each individual speaker.

**Section 6. Executive Session.** By a two-thirds affirmative vote of the Directors present, the Board may go into executive session during any regular or special meeting for consideration of documents or testimony given in confidence. The Board shall not make final policy decisions or adopt or approve any resolution, rule, regulation, or formal action, any contract, or any action calling for the payment of money at any session that is closed to the Patrons of the Cooperative. Prior to the time the Board convenes in executive session, the Board shall announce the general topic of the executive session.

**Section 7. Minutes.** Written minutes shall be made of all meetings of the Board by or at the direction of the Secretary/Treasurer.

#### **Article IV – Directors**

**Section 1. General Powers.** The business affairs of the Company shall be managed by a Board of three Directors that shall exercise all of the powers of the Company not conferred upon or reserved to the Parent Cooperative by law, the Company's Articles of Organization, or these Bylaws. In the event of a conflict between the Company and the Parent Cooperative, the Parent Cooperative's articles, bylaws, or acts of its board shall control.

**Section 2. Appointment and Tenure of Office.** The board of directors of the Parent Cooperative shall appoint Directors who shall compose the Board until their successors shall have been appointed. Directors shall serve at the pleasure of the board of directors of the Parent Cooperative. The Parent Cooperative may remove a Director with or without cause by a vote of the majority of directors seated on the Parent Cooperative's board. Directors shall serve three-year terms with one Director appointed or reappointed each year.

**Section 3. Qualifications.** To be eligible to become or remain a Director of the Company, a person must:

- (a) be a Member of the Parent Cooperative;

- (b) be an individual eighteen years of age or older;
- (c) purchase electric energy from the Parent Cooperative; and
- (d) not be an employee of the Company.

Upon establishment of the fact that a Director is holding the office in violation of any of the foregoing provisions, the Director is deemed to have resigned, and the Parent Cooperative shall remove such Director from office. Nothing contained in this section shall affect in any manner whatever the validity of any action taken at any meeting of the Board.

**Section 4. Resignation.** A Director may resign at any time by giving written notice to the board president of the Parent Cooperative. The resignation shall be effective upon delivery of the notice unless the notice states a later effective date.

**Section 5. Vacancies.** A vacancy occurring on the Board shall be filled by the Parent Cooperative by appointment for the unexpired portion of the term.

**Section 6. Director Compensation and Expenses.** Directors shall not receive a salary for their services, except that the board of directors of the Parent Cooperative may by resolution authorize a fixed sum for each day or portion thereof spent on Company business, such as attendance at meetings, conferences, or training programs when approved by the Board and authorized by the board of the Parent Cooperative; said fixed sum to be initially ten dollars a meeting. Directors may also be reimbursed for expenses actually and necessarily incurred in carrying out such Company business or granted a reasonable per diem allowance by the Board in lieu of detailed accounting for some of these expenses.

**Section 7. Indemnification.** To the extent permitted by Maine law, no Director or Officer of the Company shall be personally liable for injury to persons or property arising out of a tort committed by an employee of the Company for monetary damages for breach of fiduciary duty as a Director or Officer unless the Director or Officer personally engaged in misconduct causing the injury. Furthermore, no employee, Director, or Officer shall be liable to the Company or its Patrons for monetary damages for breach of fiduciary duty as an employee, Director, or Officer if the employee, Director, or Officer performed his or her duties in good faith and in a manner reasonably believed to be in the best interest of the Company. The limitations of liability in this section shall not extend to (a) the receipt of a financial benefit to which the person is not entitled, (b) intentional infliction of harm on the Company, or (c) intentional violation of criminal law.

The Company shall indemnify any person made a party to a threatened, pending, or completed action, suit, civil, criminal, administrative, or investigative proceeding, whether formal or informal, because such person was or is serving as an employee, Director, or Officer of the Company, subject to a determination by the Board of Directors that the employee, Director, or Officer being indemnified acted in good faith and reasonably believed that his or her conduct was in the best interest of the Company. The Company's obligation to indemnify as set forth in this section shall not extend to (a) the receipt of a financial benefit to which the person is not entitled, (b) intentional infliction of harm on the Company, or (c) intentional violation of criminal law.

## Article V – Officers

**Section 1. Elected Officers.** The Company shall have the elected offices of President, Vice President, Secretary/Treasurer, and such other Officers as may be determined by the Board from time to time.

**Section 2. Election and Term of Office.** The Officers shall be elected annually by and from the Board at the first regular meeting of the Board after each annual meeting. Each Officer shall hold office until the first meeting of the Board following the next succeeding annual meeting or until his or her successor is appointed. A vacancy in any office shall be filled by the Board for the unexpired portion of the term.

**Section 3. President.** The President shall preside at all meetings of the Company, sign all documents that have been authorized by resolution of the Board, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other Officer or agent of the Company or shall be required by law to be otherwise signed or executed, and perform all duties incident to the office of President and such other duties as may be assigned by the Board from time to time.

**Section 4. Vice President.** In the absence of the President, or in the event of his inability or refusal to act, 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 also perform such other duties as may be assigned by the Board from time to time.

**Section 5. Secretary/Treasurer.** The Secretary shall authenticate the Company's records, ensure that minutes are prepared and notice is given in accordance with these Bylaws, ensure that the financial affairs of the Company are managed consistent with law, the Company's Articles of Organization, these Bylaws, and Board policy, and perform such other duties as may be assigned by the Board from time to time.

**Section 6. Chief Executive Officer.** The Chief Executive Officer of the Parent Cooperative shall serve as the Chief Executive Officer of the Company. The Chief Executive Officer shall be responsible for the management of the affairs of the Company and shall have such authority as the Board may from time-to-time vest in him or her.

**Section 7. Delegation of Duties.** In the event of the inability or refusal to act, temporary absence, or death of any Officer elected by the Board, or for any other reason that the Board may deem sufficient, the Board may delegate the powers and duties of any such Officer to any other Officer or Director.

## Article VI – Nonprofit Operation and Financial Considerations

**Section 1. Interest or Dividends on Capital Prohibited.** The Company shall be operated on a cooperative nonprofit basis for the benefit of the Parent Cooperative.

**Section 2. Allocation of Margin.** All operating amounts received by the Company from its operations in excess of costs and expenses shall, insofar as permitted by law and not needed to

offset any losses incurred during the current or any prior fiscal year, be considered as non-operating income of the Parent Cooperative.

**Section 3. Contracts.** Except as otherwise provided in these Bylaws or applicable law or regulation, the Board may authorize any Officer or agent to enter into any contract or execute and deliver any instrument in the name and on behalf of the Company; such authority may be general or confined to specific instances.

**Section 4. Accounting System and Reports.** The Board shall cause to be established and maintained a complete accounting system which, among other things, and subject to applicable laws and rules and regulations of any applicable regulatory bodies. The Board shall also, after the close of each fiscal year, cause to be made by a certified public accountant a full and complete audit of the accounts, books, and financial condition of the Company as of the end of such fiscal year.

**Section 5. Financial Instruments.** All checks, drafts, or other orders for the payment of money, and all notes, bonds, or other evidences of indebtedness issued in the name of the Company shall be signed by an Officer or Officers of the Company and in such manner as shall from time to time be determined by resolution of the Board.

**Section 6. Deposits.** All funds except petty cash of the Company shall be deposited from time to time to the credit of the Company in such bank or banks as the Board may select or invested in a prudent manner and in the best interests of the Company as the Board may determine.

**Section 7. Fiscal Year.** The fiscal year of the Company shall begin on the first day of January of each year and shall end on the thirty-first of December of the same year.

### **Article VII: Disposition of Property**

The Company may not sell, lease, or otherwise dispose of all or any substantial portion of its property unless such sale, lease, or other disposition is authorized by a majority vote of Directors and ratified by the members of the Parent Cooperative; provided, however, that notwithstanding anything herein contained, the Board of the Company, without authorization by the Parent Cooperative, shall have full power and authority to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon or the pledging or encumbering of, any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Company, whether acquired or to be acquired, and wherever situated, as well as the revenues and income therefrom, all upon such terms and conditions as the Board shall determine, to secure any indebtedness of the Company.

### **Article VIII: Dissolution**

**Section 1. Dissolution.** By a majority vote, the Board may adopt a resolution recommending dissolution of the Company and submit such resolution to the Parent Cooperative for a vote. The resolution shall state the reasons why the termination of the Company is deemed advisable, the time by which it should be accomplished, and the names of three individuals who are Members of the Parent Cooperative who shall act as trustees and have full power to do all things necessary to liquidate assets and terminate the affairs of the Company. The question of dissolution shall be

determined by a two-thirds affirmative majority vote of the Members of the Parent Cooperative present and voting in person or by mail ballot at any regular or special meeting of the Members of the Parent Cooperative.

**Section 2. Property Interest.** Upon dissolution, after the debts and liabilities of the Company have been paid, the remaining property and assets of the Company shall be distributed to the Parent Cooperative.

#### **Article IX: Miscellaneous**

**Section 1. Non-liability for Debts of the Company.** The Directors and Officers of the Company are not personally liable for the acts, debts, liabilities, or obligations of the Company.

**Section 2. Notice to the Company.** Legal notice to the Company shall be physically delivered or sent by certified mail with return receipt requested to the Company's principal office at 66 Main Street, Vinalhaven, Maine, 04863, addressed to the attention of the Chief Executive Officer.

**Section 3. Corporate Seal.** The corporate seal of the Company shall have inscribed thereon the name of the Company and the words "Corporate Seal Maine."

**Section 4. Amendments.** These Bylaws may be altered, amended, or repealed by a majority of Directors of the Company, subject to the ratification of two-thirds affirmative vote of the directors of the Parent Cooperative, at any regular or special meeting, provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment, or repeal and a proxy.