



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

ARTICLES OF MERGER OR CONSOLIDATION INTO
(To Be Filed In Duplicate Original)
North Smithfield Fire/Rescue Service, Inc

(Insert full name of surviving or new entity on this line.)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the Rhode Island General Laws, 1956, as amended, the undersigned entities submit the following Articles of [] Merger or [X] Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the states under which each is organized are:

Table with 3 columns: Name of entity, Type of entity, State under which entity is organized. Rows include Primrose Volunteer Fire Department, North Smithfield Fire Department, and North Smithfield Fire/Rescue Service, Inc.

b. The laws of the state under which each entity is organized permit such merger or consolidation. RI

c. The full name of the surviving or new entity is North Smithfield Fire/Rescue Service, Inc. which is to be governed by the laws of the state of Rhode Island

d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. (Attach Plan of Merger or Consolidation)

e. If the surviving entity's name has been amended via the merger, please state the new name:

f. If the surviving or new entity is to be governed by the laws of a state other than Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that: it may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; it irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:

g. The future effective date (which shall be a date or time certain no more than thirty (30) days after the filing of the Articles of Merger or, in the case of a subsidiary merger, on or after the 30th day after the mailing of a copy of the agreement of merger to the shareholders of the subsidiary corporation) of the merger or consolidation is (if upon filing, so state) January 1, 2002

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.1 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1 1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares outstanding entitled to vote on the Plan of Merger or Consolidation, respectively, and, if the shares

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By [Signature] 278724

of any class are entitled to vote on the plan as a class, state below the designation and number of outstanding shares of each class:

<u>Name of Business Corporation</u>	<u>Total Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

b. If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1.1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares voted for and against such plan, respectively, and as to each class entitled to vote thereon as a class, state the number of shares of each class voted for and against the plan, respectively.

<u>Name of Business Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

c. If the surviving or new entity is to be governed by the laws of a state other than Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic entity the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.1 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

d. Complete the following subparagraphs i,ii, and iii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is _____

ii) State below the number of outstanding shares of each class of the subsidiary corporation and the number of the shares of each class of the subsidiary corporation owned by the surviving corporation.

<u>Number of Shares Outstanding of the Subsidiary Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares of Subsidiary Corporation Owned by Surviving Corporation</u>	<u>Designation of Class</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

iii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation on _____

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SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.
- b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

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SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

- a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:
- b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Primrose Volunteer Fire Department

AL By: Albert W. Lariviere Jr President
 Name of person signing Title of person signing

By: _____
 Name of person signing Title of person signing

STATE OF Rhode Island
 COUNTY OF Providence

In North Smithfield, RI, on this 29th day of December, 2001, before me personally appeared Albert Lariviere who, being duly sworn, declared that he/she is the President of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements herein contained are true.

Daniel Jobin Notary Public
 Notary Public
 My Commission Expires: July 3, 2005

North Smithfield Fire Department

RON By: Ronald Girard Chairman
 Name of person signing Title of person signing

By: _____
 Name of person signing Title of person signing

STATE OF Rhode Island
 COUNTY OF Providence

In North Smithfield, RI, on this 29th day of December, 2001, before me personally appeared Ronald Girard who, being duly sworn, declared that he/she is the Chairman of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements herein contained are true.

Daniel Jobin Notary Public
 Notary Public
 My Commission Expires: July 3, 2005

SECTION V, CONTINUED

North Smithfield Fire/Rescue Service, Inc.
Print Entity Name

By: Paul A. Shatraw Chairman
Name of person signing Title of person signing

By: _____
Name of person signing Title of person signing

STATE OF Rhode Island
COUNTY OF Providence

In North Smithfield, RI on this 29th day of December, 2001, before me personally appeared Paul Shatraw who, being duly sworn, declared that he/she is the Chairman of the above named entity and that he/she signed the foregoing document as such authorized agent, and that the statements contained herein are true.

Daniel J. O'Brien
Notary Public
My commission expires July 3, 2005

EXHIBIT 1.0
PLAN OF CONSOLIDATION

PLAN OF CONSOLIDATION

NORTH SMITHFIELD FIRE DEPARTMENT PRIMROSE VOLUNTEER FIRE DEPARTMENT AND NORTH SMITHFIELD FIRE/RESCUE SERVICE, INC.

This instrument when adopted by the respective Boards of Directors for North Smithfield Fire Department, Primrose Volunteer Fire Department and North Smithfield Fire/Rescue Service, Inc. shall constitute a plan for the consolidation of North Smithfield Fire Department, Primrose Volunteer Fire Department and North Smithfield Fire/Rescue Service, Inc. into a newly formed corporation known as North Smithfield Fire/Rescue Service, Inc.

1. North Smithfield Fire Department (North Smithfield), Primrose Volunteer Fire Department (Primrose) and North Smithfield Fire/Rescue Service, Inc. (NSFRS) are non-profit organizations organized and existing under the laws of the State of Rhode Island.
2. North Smithfield, Primrose and NSFRS will consolidate into a new corporation to be known as North Smithfield Fire/Rescue Service, Inc.
 - 2.1 The period of duration of North Smithfield Fire/Rescue Service, Inc. is perpetual.
 - 2.2 The specific purposes for which North Smithfield Fire/Rescue Service, Inc. is organized are to receive, hold and administer property and employ the same in the operation of a fire department in the Town of North Smithfield for the purposes of providing fire protection and rescue services within said Town as well as surrounding communities in accordance with mutual aid agreements and to enter into any agreements for reimbursement of operations from municipal or third-party payers.
 - 2.3 Provisions for the regulation of the internal affairs of the corporation, including provisions for the distribution of assets upon dissolution or final liquidation are as follows:
 - 2.3.1 Notwithstanding any other provisions, North Smithfield Fire/Rescue Service, Inc. is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, and shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under IRC 501(c)(3) or corresponding provisions of any subsequent tax laws;
 - 2.3.2 No part of the net earnings of the corporation shall inure to the benefit of any member, trustee, director, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation), and no member, trustee, officer of the corporation, or any private individual shall be entitled to share in distribution of any of the corporation's assets upon dissolution of the corporation;
 - 2.3.3 No substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by IRC 501(h)) or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidates for public office;

Plan of Consolidation

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- 2.3.4 In the event of dissolution, all of the remaining assets and property of the corporation shall, after payment of any necessary expenses thereof, be distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws, or to the federal government or state or local government for a public purpose, subject to the approval of a justice of the Supreme court of the state of Rhode Island.
 - 2.3.5 The address of the initial registered office of the corporation is 1470 Providence Pike, North Smithfield, RI 02896 and the name of the registered agent at such address is Albert Lariviere.
 - 2.3.6 The number of directors constituting the initial board of directors of the corporation is 10 and the names and addresses of the persons who are to serve as the initial directors are attached as Exhibit A.
 - 2.3.7 The name and address of each incorporator are attached as Exhibit B.
 - 2.3.8 The corporation will begin existence not more than 30 days after filing of Articles of Incorporation with the Office of the Secretary of the State of Rhode Island.
 - 2.3.9 In general, and subject to such limitations and considerations as are now or may be prescribed by law, the corporation shall have the authority to exercise such powers which now are or hereafter may be conferred by law upon a corporation organized for the purposes herein set forth, or necessary or incidental to the powers so conferred, or conducive to the attainment of the purposes of the corporation, subject to the further limitations and conditions that, notwithstanding any other conditions of this certificate, only such powers shall be exercised as are in the furtherance of the tax-exempt purposes of the corporation and as may be exercised by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its regulations, as they now exist or may hereafter be amended, and by any organization contributions to which are deductible under Section 170(c)(2) to such Code and regulations as they now exist or may hereafter be amended.
3. The consolidation shall be effective July 1, 2001 or as soon thereafter as certification of the consolidation can be obtained from the office of the Rhode Island Secretary of State
 4. As of June 30, 2000, North Smithfield has creditors with balances payable totaling approximately \$190,177 and anticipates making payment to them in the normal course of business through the date of consolidation. North Smithfield does not anticipate any significant change in financial and operating circumstances prior to the consolidation. North Smithfield Fire/Rescue Service, Inc. will assume liabilities to unpaid creditors subsequent to the consolidation.
 5. As of June 30, 2000, Primrose has creditors with balances payable totaling approximately \$136,730 and anticipates making payment to them in the normal course of business through the date of consolidation. Primrose does not anticipate any significant change in financial and operating circumstances prior to the consolidation. North Smithfield Fire/Rescue Service, Inc. will assume liabilities to unpaid creditors subsequent to the consolidation.

Plan of Consolidation

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6. North Smithfield and Primrose have contracts with the Town of North Smithfield to provide fire and rescue service. North Smithfield Fire/Rescue Service, Inc. will assume in-force contracts. Prior to July 1, 2001, negotiations for any future contracts for the fiscal years beginning after June 30, 2001 will be negotiated on behalf of North Smithfield Fire/Rescue Service, Inc.
7. North Smithfield has a collective bargaining agreement with Local 3984 of the International Association of Firefighters AFL-CIO effective November 1, 1999 through June 30, 2002. North Smithfield Fire/Rescue Service, Inc. will assume said agreement. All eligible full-time firefighters employed by North Smithfield Fire/Rescue Service, Inc. will become members of Local 3984, International Association of Firefighters subject to said collective bargaining agreement. Notice of the assumption of said agreement by North Smithfield Fire/Rescue Service, Inc. will be made within 30 days from July 1, 2001.
8. Upon approval of this Plan of Consolidation by the respective Boards of Directors for North Smithfield, Primrose and NSFERS, the plan shall be submitted to the members of North Smithfield and Primrose for ratification. NSFERS does not have any members eligible to vote on the Plan of Consolidation.
9. The obligations of North Smithfield, Primrose and NSFERS to consummate this consolidation are conditioned upon the following:
 - 9.1 All statements and representations contained herein shall be true and accurate as of the time and date the consolidation becomes effective. No material changes that would adversely affect the financial condition of either organization shall have occurred prior to the time and date the consolidation becomes effective.
 - 9.2 Approval of the members of each organization shall be obtained as required by RIGL 7-6-45 and in accordance with the bylaws of each organization.
 - 9.3 Approval of the consolidation by the office of the Secretary of the State of Rhode Island shall be granted.
 - 9.4 If any of the foregoing conditions are not satisfied, either party may abandon the consolidation efforts upon written notice to the other party in the consolidation efforts.
10. Upon all required approvals and completion of the Plan of Consolidation, the officers of the respective organizations authorized for such purpose shall execute the Consolidation Agreement, a copy of which is attached hereto as Exhibit C.

IN WITNESS THEREOF, North Smithfield and Primrose have caused these presents to be executed by their respective officers thereunto duly authorized the day and year first above written which date is the effective date of the consolidation provided for herein.

NORTH SMITHFIELD FIRE DEPARTMENT

by: Ronald Girard Chairman Paul Shatraw Vice-Chairman

PRIMROSE VOLUNTEER FIRE DEPARTMENT

by: Albert W. Lariviere Jr President Derek Keene Secretary

NORTH SMITHFIELD FIRE/ RESCUE SERVICE, INC.

by: Paul Shatraw Chairman Ronald Girard Secretary

State of Rhode Island
County of Providence

Before me, a Notary Public appeared the above named Ronald Girard and Paul Shatraw, Chairman and Vice-Chairman of North Smithfield Fire Department, who being personally known to me as the persons who executed the annexed instrument acknowledged the same to be their free act and deed and in their respective capacities the free act and deed of said organization.

(SEAL)

Daniel J. Bieri
Notary Public
My commission expires July 3, 2005

State of Rhode Island
County of Providence

Before me a Notary Public appeared the above named Albert Lariviere and Derek Keene, President and Secretary of Primrose Volunteer Fire Department, who being personally known to me as the persons who executed the annexed instrument acknowledged the same to be their free act and deed and in their respective capacities the free act and deed of said fire department.

(SEAL)

Daniel J. Bieri
Notary Public
My commission expires July 3, 2005

State of Rhode Island
County of Providence

Before me, a Notary Public appeared the above named Paul Shatraw and Ronald Girard, Chairman and Secretary of North Smithfield Fire/Rescue Service, Inc., who being personally known to me as the persons who executed the annexed instrument acknowledged the same to be their free act and deed and in their respective capacities the free act and deed of said organization.

(SEAL)

Daniel J. Bieri
Notary Public
My commission expires July 3, 2005

Plan of Consolidation Exhibit A

**Initial Members of the
Board of Directors of
North Smithfield Fire/Rescue Service, Inc.**

Exhibit A

Plan Of Consolidation

Initial Board Of Directors

North Smithfield Fire/Rescue Service, Inc.

<u>Director</u>	<u>Address</u>
Kathy Shatraw	27 Pound Hill Rd., No. Smithfield, RI
Albert W. Lariviere	20 Pacheco Dr., Slatersville, RI
Ronald Girard	77 Urrico Ave., North Smithfield, RI
Brian Van Houwe	135 Woonsocket Hill Rd. N. Smithfield, RI
John Sutherland	4 Greene St., No. Smithfield, RI
Gary Ducharme	180 Mattity Rd., No. Smithfield, RI
Anthony Chrostek	430 Black Plain Rd., No. Smithfield, RI
Robert J. Barton	14 Deerfield Dr., No. Smithfield, RI
Francis Dunton	Greenville Rd., No. Smithfield, RI
Paul Shatraw	8 Rainbow Lane, No. Smithfield, RI

Plan of Consolidation Exhibit B

**Names and Addresses of Incorporators of
North Smithfield Fire/Rescue Service, Inc.**

Exhibit B
Plan Of Consolidation
Incorporators

North Smithfield Fire/Rescue Service, Inc.

<u>Director</u>	<u>Address</u>
Kathy Shatraw	27 Pound Hill Rd., No. Smithfield, RI
Albert W. Lariviere	20 Pacheco Dr., Slatersville, RI
Ronald Girard	77 Urrico Ave., North Smithfield, RI
Brian Van Houwe	135 Woonsocket Hill Rd. N. Smithfield, RI
John Sutherland	4 Greene St., No. Smithfield, RI
Gary Ducharme	180 Mattity Rd., No. Smithfield, RI
Anthony Chrostek	430 Black Plain Rd., No. Smithfield, RI
Robert J. Barton	14 Deerfield Dr., No. Smithfield, RI
Francis Dunton	Greenville Rd., No. Smithfield, RI
Paul Shatraw	8 Rainbow Lane, No. Smithfield, RI

Plan of Consolidation Exhibit C

Consolidation Agreement

CONSOLIDATION AGREEMENT

This agreement made and entered into this 31st day of December, 2001 by and between North Smithfield Fire Department, Primrose Volunteer Fire Department and North Smithfield Fire/Rescue Service, Inc.

WITNESSETH

In consideration of the mutual agreements, promises, covenants, and acts herein described and contained, North Smithfield Fire Department (North Smithfield), Primrose Volunteer Fire Department (Primrose) and North Smithfield Fire/Rescue Service, Inc (NSFRS) hereby agree, promise, and covenant to and with each other as follows:

1. That North Smithfield does hereby sell, assign, transfer, set over, and convey unto North Smithfield Fire/Rescue Service, Inc. a non-profit corporation organized and existing under the laws of the State of Rhode Island, all of its assets, rights, and property, and chooses in action of every character, kind, and description, and North Smithfield will do all acts and will execute and deliver unto North Smithfield Fire/Rescue Service, Inc. any and all additional agreements, documents, deeds, assignments, and other instruments of conveyance which may be necessary to transfer to North Smithfield Fire/Rescue Service, Inc. the individual assets, rights, and property, and chooses in action hereby sold by North Smithfield to North Smithfield Fire/Rescue Service, Inc. ; and
2. That Primrose does hereby sell, assign, transfer, set over, and convey unto North Smithfield Fire/Rescue Service, Inc., a non-profit corporation organized and existing under the laws of the State of Rhode Island, all of its assets, rights, and property, and chooses in action of every character, kind, and description, and Primrose will do all acts and will execute and deliver unto North Smithfield Fire/Rescue Service, Inc. any and all additional agreements, documents, deeds, assignments, and other instruments of conveyance which may be necessary to transfer to North Smithfield Fire/Rescue Service, Inc. the individual assets, rights, and property, and chooses in action hereby sold by Primrose to North Smithfield Fire/Rescue Service, Inc.; and
3. That NSFRS does not have any assets or liabilities as of the date of consolidation; and
4. North Smithfield Fire/Rescue Service, Inc. does hereby assume and agree to pay all the liabilities of North Smithfield, Primrose and NSFRS and agrees that, by virtue of this agreement, all of the members of North Smithfield and Primrose as of this date have become members of North Smithfield Fire/Rescue Service, Inc., and

IN WITNESS THEREOF, North Smithfield and Primrose have caused these presents to be executed by their respective officers thereunto duly authorized the day and year first above written which date is the effective date of the consolidation provided for herein.

NORTH SMITHFIELD FIRE DEPARTMENT

by: Donald Girard
Chairman

Paul Shatraw
Vice-Chairman

PRIMROSE VOLUNTEER FIRE DEPARTMENT

by: Albert W. Lariviere Jr
President

Derek Keene
Secretary

NORTH SMITHFIELD FIRE/ RESCUE SERVICE, INC.

by: Paul Shatraw
Chairman

Donald Girard
Secretary

State of Rhode Island
County of Providence

Before me, a Notary Public appeared the above named Ronald Girard and Paul Shatraw, Chairman and Vice-Chairman of North Smithfield Fire Department, who being personally known to me as the persons who executed the annexed instrument acknowledged the same to be their free act and deed and in their respective capacities the free act and deed of said organization.

(SEAL)

Donald J. Bzi
Notary Public
My commission expires July 3, 2005

State of Rhode Island
County of Providence

Before me a Notary Public appeared the above named Albert Lariviere and Derek Keene, President and Secretary of Primrose Volunteer Fire Department, who being personally known to me as the persons who executed the annexed instrument acknowledged the same to be their free act and deed and in their respective capacities the free act and deed of said fire department.

(SEAL)

Donald J. Bzi
Notary Public
My commission expires July 3, 2005

State of Rhode Island
County of Providence

Before me, a Notary Public appeared the above named Paul Shatraw and Ronald Girard, Chairman and Secretary of North Smithfield Fire/Rescue Service, Inc., who being personally known to me as the persons who executed the annexed instrument acknowledged the same to be their free act and deed and in their respective capacities the free act and deed of said organization.

(SEAL)

Donald J. Bzi
Notary Public
My commission expires July 3, 2005

**CERTIFICATION OF VOTE OF MEMBERSHIP OF
PRIMROSE VOLUNTEER FIRE DEPARTMENT
AUTHORIZING BOARD OF DIRECTORS
TO PURSUE CONSOLIDATION**

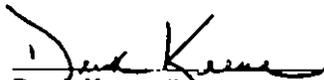
The undersigned Secretary of Primrose Volunteer Fire Department hereby certifies that the following motion was approved at a meeting of the membership of the Primrose Volunteer Fire Department at which a quorum was present. Said meeting was duly called in accordance with the bylaws of the organization and held on May 8, 2001.

"Motion to ratify the Plan of Consolidation between Primrose Volunteer Fire Department and North Smithfield Fire/Rescue Service, Inc. as presented by the Board of Directors"

24 members voted in favor of the motion; 12 voted against the motions.

The motion passed on the required majority vote of the members present at said meeting and the Plan of Consolidation as approved by the Board of Directors was adopted by the membership of Primrose Volunteer Fire Department.

This certification signed the 29th day of December, 2001.



Derek Keene, Secretary

**CERTIFICATION OF VOTE OF MEMBERSHIP OF
NORTH SMITHFIELD FIRE DEPARTMENT
AUTHORIZING BOARD OF DIRECTORS
TO PURSUE CONSOLIDATION**

The undersigned Chairman of North Smithfield Fire Department hereby certifies that the following motion was approved at a meeting of the membership of the North Smithfield Fire Department at which a quorum was present. Said meeting was duly called in accordance with the bylaws of the organization and held on May 8, 2001.

"Motion to ratify the Plan of Consolidation between North Smithfield Fire Department and North Smithfield Fire/Rescue Service, Inc. as presented by the Board of Directors"

15 members voted in favor of the motion; 1 voted against the motions.

The motion passed on the required majority vote of the members present at said meeting and the Plan of Consolidation as approved by the Board of Directors was adopted by the membership of North Smithfield Fire Department.

This certification signed the 28th day of December, 2001.



Ronald Girard, Chairman

CERTIFICATION OF VOTE OF MEMBERSHIP OF NORTH
SMITHFIELD FIRE/RESCUE SERVICES, INC.

The undersigned Chairman of North Smithfield Fire/Rescue Services, Inc. hereby certifies that the following motion was approved at a meeting of the Board of Directors of the North Smithfield Fire/Rescue Services, Inc on December 17, 2001 . North Smithfield Fire/Rescue Services, Inc. does not have members entitled to vote on such motion.

“Motion to ratify the Plan of Consolidation between North Smithfield Fire/Rescue Services, Inc. and the new North Smithfield Fire/Rescue Services, Inc. as presented by the Board of Directors”

The motion passed on the required majority vote of the Directors present at said meeting and the Plan of Consolidation as approved by the Board of Directors was adopted by the North Smithfield Fire/Rescue Services, Inc.

This certification signed the 29th day of December, 2001

 Paul A. Shatraw Chairman

Paul Shatraw