September 15, 2022

RE: Complaint for Plat 07 Lot 38

Mr. Jason Richer:

This letter is about the property known as, plat: 07 lot: 038. There was a complaint filed in the Building and Zoning Department on Friday September 02, 2022. The nature of the complaint was the question of the needed certificate of compliance, expansion of the use onto other property areas, and other questions pertaining to buffers, signs, and a cease-and-desist order that was issued.

To provide some history on the ownership of the property. The Pezza family has owned property formerly designated as Lot #38 on Plat #7 and Lot #1 on Plat #10 since the 1950's. In 1958 Carmine Pezza appeared before the Town Council and requested that the zoning be changed from residential to business. The request was granted on March 25, 1958. The Pezza family and its businesses have been removing earth materials and rock from the land since the 1950's.

There were Questions (1 & 9) about the lateral expansion of the earth removal on to multiple properties and a cease-and-desist order. The building official at that time issued orders to intend to stop excavation and removal activities on the land purchased in 1984. The Pezza's sought injunctive relief in the pending consolidated actions. The parties appeared in Superior Court on December 30, 2004, and the Court ordered the status quo to remain in effect and restrained the Town from scheduling a zoning board hearing. As a result, the Pezza's continued the removal and blasting activities including on the land acquired in 1984 and no Zoning Board hearing was scheduled. These issues have been settled by court orders.

There was also a question about the use of the roads at Pound Hill Road and Pine Hill Terrace. This issue has also been addressed in a prior court case. The Court granted injunctive relief and entered an order on November 21, 2001, permitting the Pezza family to use Pine Hill Road and Pound Hill Road. A bond was required. Days of the week and times were set, and permission made for avoidance of school buses. There was no restriction on the number of trips. Since that time the parties have acquiesced to the term of that order and acted in good faith in accordance with the Court Order. Bonds have been obtained each year. The bonds in effect from 2014 to the present.

There were multiple questions asked (2-8 & 10-13) in the complaint that was filed. Many of these items were part of an ordinance that was drafted, Article IV Soil and Earth Removal Operations. This ordinance was enacted on June 18, 1979. This property has been in operation as an earth removal location since the 1950's and has been owned by the Pezza family and it's corporations since. This article shall not apply. There is a section in the Earth Removal Ordinance, Article IV Soil and Earth Removal Operations:

Sec. 11-41. Exemptions from article provisions. This article shall not apply to earth removal being conducted on the date of its enactment, on any tract of land, up to limits of presently owned property, within the town. The following conditions shall be considered as conclusive evidence that such real property is or has been used for the purpose of earth removal: (a) Such real property was acquired or leased prior to the effective date of this
article; Property was in operation since the 1950’s This article shall not apply to earth removal being conducted on the date of its enactment, on any tract of land, up to limits of presently owned property, within the town.”

I have enclosed the documents for your review. If you have any further questions, please contact me at 401-767-2200 ext. 311.

Sincerely,

[Signature]

Lawrence E. Enright Jr.
Building and Zoning Official
Town of North Smithfield
83 Green Street
North Smithfield, RI 02896
September 15, 2022

RE: Complaint for Plat 07 Lot 38

Mr. Jason Richer:

This letter is about the property known as, plat: 07 lot: 038. There was a complaint filed in the Building and Zoning Department on Friday September 02, 2022. The nature of the complaint was the question of the needed certificate of compliance, expansion of the use onto other property areas, and other questions pertaining to buffers, signs, and a cease-and-desist order that was issued.

To provide some history on the ownership of the property. The Pezza family has owned property formerly designated as Lot #38 on Plat #7 and Lot #1 on Plat #10 since the 1950's. In 1958 Carmine Pezza appeared before the Town Council and requested that the zoning be changed from residential to business. The request was granted on March 25, 1958. The Pezza family and its businesses have been removing earth materials and rock from the land since the 1950's.

There were Questions (1 & 9) about the lateral expansion of the earth removal on to multiple properties and a cease-and-desist order. The building official at that time issued orders to intend to stop excavation and removal activities on the land purchased in 1984 The Pezza’s sought injunctive relief in the pending consolidated actions. The parties appeared in Superior Court on December 30, 2004, and the Court ordered the status quo to remain in effect and restrained the Town from scheduling a zoning board hearing. As a result, the Pezza’s continued the removal and blasting activities including on the land acquired in 1984 and no Zoning Board hearing was scheduled. These issues have been settled by court orders.

There was also a question about the use of the roads at Pound Hill Road and Pine Hill Terrace. This issue has also been addressed in a prior court case. The Court granted injunctive relief and entered an order on November 21, 2001, permitting the Pezza family to use Pine Hill Road and Pound Hill Road. A bond was required. Days of the week and times were set, and permission made for avoidance of school buses. There was no restriction on the number of trips. Since that time the parties have acquiesced to the term of that order and acted in good faith in accordance with the Court Order. Bonds have been obtained each year. The bonds in effect from 2014 to the present.

There were multiple questions asked (2-8 & 10-13) in the complaint that was filed. Many of these items were part of an ordinance that was drafted, Article IV Soil and Earth Removal Operations. This ordinance was enacted on June 18, 1979. This property has been in operation as an earth removal location since the 1950's and has been owned by the Pezza family and it’s corporations since. This article shall not apply. There is a section in the Earth Removal Ordinance, Article IV Soil and Earth Removal Operations:

Sec. 11-41. Exemptions from article provisions. This article shall not apply to earth removal being conducted on the date of its enactment, on any tract of land, up to limits of presently owned property, within the town. The following conditions shall be considered as conclusive evidence that such real property is or has been used for the purpose of earth removal: (a) Such real property was acquired or leased prior to the effective date of this
article; Property was in operation since the 1950’s This article shall not apply to earth removal being conducted on the date of its enactment, on any tract of land, up to limits of presently owned property, within the town.”

I have enclosed the documents for your review. If you have any further questions, please contact me at 401-767-2200 ext. 311.

Sincerely,

[Signature]
Lawrence E. Enright Jr.
Building and Zoning Official
Town of North Smithfield
83 Green Street
North Smithfield, RI 02896
GRANITE REALTY COMPANY, LEONARD PIZZA AND CONSTANCE PIZZA

V.

THE TOWN OF NORTH SMITHFIELD

By and through its Treasurer, Richard F. Erickson, the Town Council of the
Town of North Smithfield, by and through its duly elected members,

MATERIALS CRANES, STONE CORE AND
C PIETRA & SONS, INC.

V.

THE TOWN OF NORTH SMITHFIELD

ORDER

This matter came on to be heard on November 15, 2001, before me. Notice thereon
having been given, the motion of the plaintiff for a restraining order and after having been
heard thereon, it is hereby ORDERED:

1. The plaintiff's motion is granted. The plaintiff is hereby permitted to use
Round Hill Road and Pine Hill Terrace as a means of entrance and exit from the
property in question in North Smithfield, Rhode Island, for the transportation
of gravel, rock and any other earth materials.

2. The plaintiff shall post a bond with the Town of North Smithfield in the amount
of $10,000 at the time of the earlier court appearance in this matter.

3. The plaintiff may drive the gravel trucks Monday through Friday from 7:00 am to

4. The gravel trucks shall not travel on the roadway at a speed

5. The truck shall not be driven

6. The speed limit of 10

7. The truck shall not be driven

8. The truck shall not be driven

9. The truck shall not be driven

OF THE SCHOOL

ORDER

https://drive.google.com/drive/folders/1ehk2E5kVUL4XPOcQ18_1A4T7UST9BpM9?usp=sharing
6. The defendants shall furnish school bus schedule times to the plaintiff forthwith.

7. This matter is reassigned for further hearing on December 14, 2001, at 11:30 a.m., and this order shall remain in effect until such hearing. All summons and papers heretofore served shall remain in full force and effect.

By Order

[Signature]

Presented by:
Thomas C. Blanket, Esq.
KIERNAN, BLANKET & REDIHAN
91 Friendship Street
Providence, RI 02908
(401) 521-2500
(401) 331-9781 FAX

[Signature]

CERTIFICATION

I hereby certify that I mailed a copy of the original counsel of record, above,

[Signature]
The Regular Meeting of the North Smithfield Town Council was held in Memorial Town Building at Sistersville, R.I., on February 25, 1958.

The Meeting was called to order by President Cross at 7 o'clock P.M., with Councilmen Greenwood, Davis, Powell and multiple present.

Sitting as Probate Court, the following was acted upon:

- Final Account allowed
- Final Account allowed
- Administration allowed
- Final Account allowed
- Pet. for Guard. Cont'd 1 mo.
- Will allowed to Probate
- allowed
- Change of Name allowed

No further Probate Action being in order, the Council sitting as the Governing Body of North Smithfield acted thusly:

Edwin Wilks Jr., former Plant Manager of the now liquidated Sistersville Mills, a division of The Kendall Company was present and took this opportunity to present to the Town of North Smithfield as a donation from The Kendall Company the so-called Sistersville Athletic Field consisting of more than 70 acres of land. IT WAS VOTED TO ACCEPT SAID DONATION OF THE TOWN OF NORTH SMITHFIELD IN ACCEPTING THIS DONATION WITH MOST SINCERE APPRECIATION.

Carmela Pezza was present and asked for a change of zone from residential to business on land owned by herself and Emma R Pezza which is situated westwardly of the Old Oxford Road and to the north of the Doublet Pike and Found Hill Road designated as Lot #38 on Assessor's Plat #7 and Lot #1 in Assessor's Plat #10. IT WAS VOTED THAT THE SAME BE ADVERTISED FOR HEARING AT THE NEXT REGULAR MEETING.

IT WAS VOTED TO ACCEPT FOR ALL HIGHWAY PURPOSES THAT NEW STREET KNOWN AS KNOX RIDGE DRIVE AND THE CLERK WAS ORDERED TO RECORD DEED AS PRESENTED.

IT WAS VOTED that Detective Licenses be issued to George and Andrew Hilding providing necessary bonds are filed.

IT WAS VOTED that Outdoor Movie Licenses be granted to Rustic Drive-In Theatre for coming season at following fees:

- $100.00
- $100.00
- $100.00 providing Police Protection be furnished by Licenses according to wishes of the Chief of Police.

IT WAS VOTED to accept the Police Report for the month.

IT WAS VOTED to accept the Welfare Report for the month.

IT WAS VOTED to allow two petitions for joint use of poles between the Blackstone Valley Gas & Electric Co. and New England Tel. & Tel. Company.

A communication from the Veterans of Foreign Wars requesting permission to run their Annual Carnival from July 19 through July 27 and also requesting the use of the Town's newly acquired Athletic Field for said Carnival and IT WAS VOTED that permission for the above be given providing necessary releases are given to Town.

IT WAS VOTED that Carl Hurd be appointed Acting Building Inspector until the return of Regular Building Inspector John Svendsen.
The regular meeting of the North Smithfield Town Council was held in Memorial Town Building on March 25, 1958.

The meeting was called to order at seven (7) o'clock P.M. by President Crewe with Councilmen Greenwood, Davis, Powell and Hallwell present.

Sitting as a Probate Court, the following was acted upon, Viz:

Cahill, Anna H., estate of Administrator, d.b.n. appointed
Hutton, Veronica C., estate of Pet. for Discont. of Conservator of
Egan, John J., estate of Discont. of appt. of Guardian all'd

No further probate matters being ready for action the Council, acting as the governing body, acted upon the following, Viz:

A petition for a change of zoning from residential to business on land owned by Carone and Emma Pezza and situated westerly of Hill Road, designated as Lot # 18 on Assessor's Plat # 7 and Lot # 10 on Assessor's Plat # 10 having properly advertised for a hearing at this meeting was read and no objections being present to object to said proposed said change it was voted that the change be allowed.

IT WAS VOTED that seven petitions for joint use of poles be allowed.

IT WAS VOTED that the Welfare report for the month be accepted.

IT WAS VOTED that the police report for the month be accepted.

IT WAS VOTED that the highway surveyor contact William Leahy, who is connected with a road surfacing company and ask Leahy to estimate cost of surfacing roads in Town, said estimate to cost the Town nothing.
November 13, 1998

Léonard & Constance Pezza
d/b/a Granite Realty Company
11 Winsor Avenue
Johnston, RI 02919

Re: Plat 7 Lot 38 and Plat 10 Lot 1 in North Smithfield

Mr. & Mrs. Pezza:

This is to inform you that it has been determined by the zoning official that you are operating a "Quarrying Operation" located on Plat 7 Lot 38 and Plat 10 Lot 1 in North Smithfield.

You are hereby ORDERED TO CEASE AND DESIST with the Quarry Operation at this location. The blasting of rock materials at this site is disrupting the quality of life of the abutting property owners.

You have the right to appeal this order to the Zoning Board of Review. If you have any questions regarding this matter, please call this office at 767-2207, from 8 am to 4 pm, Monday through Friday.

Respectfully,

Robert M. Benoit
Chief Inspector

cc: Kenneth Bianchi, Town Administrator
    Irving J. Owen, State Fire Marshall
    Louis Jackovony III, Town Solicitor

573 Smithfield Road, North Smithfield, Rhode Island 02896 • (401) 767-2207

EXHIBIT B
December 5, 1996

Michael J. Perri, Esq.
8/3/96

Town of North Smithfield
Office of the Building and Zoning Official

December 5, 1996

I am in receipt of your communication dated November 30, 1996, along with the two affidavits regarding the quarrying and blasting being conducted on the property in question.

This is to confirm you that upon review of all documents submitted to this office, it is my opinion that I must require the cessation of blasting on the property located on North Smithfield, Rhode Island.

If you have any questions, please call this office. We may be reached at 767-2201, from 9 am to 4 pm, Monday through Friday.

Sincerely,

Michael J. Perri

P.S. A copy of this letter is being sent to the Town Administrator and the Assistant Town Solicitor.

115 Smithfield Road, North Smithfield, Rhode Island 02896 (401) 767-2201

EXHIBIT C
November 1, 2004

Leonard and Constance Pezza
D/B/A Granite Realty Co.
11 Winsor Avenue
Johnston, RI 02919
RE: Plat 7 Lot 30 and Plat 10 Lot 1, located in North Smithfield

Mr. and Mrs. Pezza:

It has been brought to my attention that you are possibly excavating and blasting on a portion of land that was purchased by you in April of 1984.

This parcel of land which was known as Plat 7 Lot 4 was combined into Plat 7 Lot 38, by our Tax Assessor.

However, the sand, gravel and blasting operation on the existing Lot 38 is considered to be a pre-existing non-conforming use. It can not be extended or enlarged.

Therefore, if you are working on the portion of land purchased in 1984, you are hereby ordered to cease and desist with any and all excavation type of activity. If you have any questions concerning this order, please contact this office.

Sincerely,

[Signature]
Robert E. Behalt
Chief Inspector

[Handwritten note: 11/18]
fax 274 5455
Mark Hadden, Esq.
Solicitor
Town of North Smithfield
Town Hall
575 Smithfield Road
North Smithfield, RI 02896

CERTIFICATION

I hereby certify that I faxed a copy of the within to counsel of record, as above.

Dated: November 2, 2006

[Signature]
ORDER

This matter came on to be heard on the plaintiffs' motion to reassign for hearing and on plaintiffs' motion for a stay and on defendant's objection thereto before Mr. Justice Procaccini on November 2nd, 2006, and after hearing thereon, it is hereby ORDERED:

1. The plaintiffs' motion for a stay is granted. The hearing on the appeal of Leonard A. Pezza and Constance Pezza d/b/a Granite Realty of the cease and desist order of the Building and Zoning Official before the Zoning Board of North Smithfield is hereby stayed pending the further order of this court on application of any of the parties. The stay is without prejudice to other rights of the parties in regard to these pending actions.

True Copy Attest

Office of Clerk of Superior Court
Counties of Providence & Bristol
Providence, Rhode Island

SUPERIOR COURT
FILED
HENRY S. KINCH JR., CLERK
2006 NOV - 2 P 2: 01
2. The plaintiffs' motion to reassign is passed and plaintiffs will resubmit their motion to amend the complaint.

By ORDER:

[Signature]

[Title]

ENTER:

[Signature]

Procaccini, J.
Dated: 11-2-06

Presented by:

THOMAS C. PLUNKETT 1662
KIERNAN, PLUNKETT & REDIHAN
91 Friendship Street
Providence, RI 02903
(401) 831-2900
(401) 331-7123 FAX
e-mail: tplunkett@kprlaw.com

to
fax 455 0882
Thomas J. McAndrew, Esq.
One Turks Head Place
Providence, RI 02903

fax 272 5858
Richard Nadeau, Esq.
NADEAU & SIMMONS
56 Pine Street
Providence, RI 02903
CONTINUATION CERTIFICATE

Principal: Material Sand & Stone Corp.
618 Greenville Road
North Smithfield RI 02875

Bond No.: BLEAS13965 Bond Amount: $35,000.00
Date: October 24, 2021

Obligee: Town of North Smithfield
575 Smithfield Road
North Smithfield RI 02875

Continuation Term: Gravel Removal Permit Bond From: December 23, 2021 To: December 23, 2022

Agent: SINCLAIR INSURANCE GROUP, INC
35 Thorpe Ave
Wallingford, CT 06492-1999

Premium: $438.00

It is hereby agreed that the above referenced captioned numbered Bond issued by The Hanover Insurance Company (hereinafter the “Surety”) is continued in force in the above amount for the Continuation Term period of the continued term stated above, and is subject to all the covenants and conditions of said Bond.

This Continuation Certificate shall be deemed a part of the original Bond, and not a separate obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

Surety’s liability under said Bond and for all continuation certificates issued in connection therewith shall not be cumulative and in no event shall the liability of the Surety exceed the amount as set forth in the Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date."

The Hanover Insurance Company

By: 
Attorney-In-Fact

CC: 1500994
POWER OF ATTORNEY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Know all persons by these presents:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

[Signature]

Of: SINCLAIR INSURANCE GROUP, INC., Wellingford, CT

each individually, if there be more than one named, as its true and lawful attorney(s) in fact to sign, execute, consent, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

The amount of: $35,000.00

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach therein the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures therein may be facsimile. (Adopted October 7, 1961 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

In Witness Whereof, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of July, 2016.

THE HANOVER INSURANCE COMPANY

[Signature]

Massachusetts Bay Insurance Company

[Signature]

Citizens Insurance Company of America

On this 19th day of July, 2018 before me came the above named

[Signature]

Executive Vice President of the Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of THE HANOVER Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals subscribed to said instrument by the authority and direction of said Corporations.

ARLEEN V. SIMONS

Notary Public

COMMONWEALTH OF MASSACHUSETTS

My Commission Expires

JULY 25, 2023

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22nd day of December 2021

[Signature]

Executive Vice President

THE HANOVER INSURANCE COMPANY

Massachusetts Bay Insurance Company

Citizens Insurance Company of America

[Signature]

Garrick A. Bligh, Vice President

CERTIFIED COPY
7. Thereafter, Plaintiffs provided certain undisputed documentation to the Town demonstrating absolutely that:

a. quarrying and sand, stone earth and gravel removal is a legal conforming use;

b. the Building Official cannot order cessation of such legal operations.

8. On December 3, 1998, based upon this undisputed evidence, the Building Official rescinded his previously issued cease and desist, and operations ensued. (Exhibit "C").

9. This notwithstanding, the North Smithfield Town Council in 2001 informed the Building Official that due to neighbor complaints, it "ordered" that the Building Official stop the operations. The Building Official has yet to do so pursuant to that request and the Plaintiffs continued to operate.

10. On November 1, 2004 the Building Official sent to the plaintiffs an order requiring them to stop excavation and blasting on the said property. A copy is attached as Exhibit D.

11. The plaintiff Material Sand & Stone Corp. is dependent upon the products from the property for its continued viability.

12. The order is improper in that this issue is the subject of the pending litigation and the plaintiffs have the right to conduct the excavation and blasting activities on the property which the Building Official seeks to prevent.

13. An appeal of the order of the Building Official has been filed but the plaintiffs should not be compelled to proceed with the appeal since the issue is the subject of this prior pending litigation.

14. As a result, there is a case and/or controversy between the parties as to the status of the Plaintiffs' operations of quarrying, and sand, stone, earth and gravel excavation and removal on the property.

14. Plaintiffs are in imminent danger of irreparable harm.

15. Plaintiffs are without an adequate remedy at law.

WHEREFORE, the Plaintiffs seek a declaratory judgment as follows:
A. The Court finds that the sand, stone, earth and gravel removal and quarrying are legal nonconforming uses on the property and that the Town cannot interfere with such lawful operation;

B. That the Court enjoin and restrain the Town from interfering with Plaintiffs legal use of the property, and from enforcing the order of the Building Official, and from conducting the hearing on the appeal;

C. Enter an award for relief as the Court deems fair and just.

Plaintiffs,
MATERIAL SAND & STONE CORP.
LEONARD PEZZA and
CONSTANCE PEZZA
By their Attorney,

Thomas C. Plunkett #1662
KIERNAN, PLUNKETT & REDIHAN
91 Friendship Street
Providence, RI 02903
TEL (401) 831-2900
FAX (401) 331-7123

Thomas J. McAndrew, Esq.
One Turks Head Place
Providence, RI 02903
TEL. (401) 455-0350

Dated: December 2004
STATE OF RHODE ISLAND
PROVIDENCE, Sc.

LEONARD PEZZA and CONSTANCE PEZZA and MATERIAL SAND & STONE CORP.

VS.

THE TOWN OF NORTH SMITHFIELD
By and through its Treasurer, Richard Connors; The Town Council of the
Town of North Smithfield, by and through
its duly elected members

SECOND AMENDED COMPLAINT FOR
INJUNCTIVE AND DECLARATORY RELIEF

1. Plaintiffs, Leonard Pezza and Constance Pezza are the owners of Town of
North Smithfield Assessor’s Plat 7, Lot 38 and Plat 10, Lot 1, now Plat 7, Lot 38.

2. Plaintiff, Material Sand & Stone Corp., is a Rhode Island Corporation doing
business in the State of Rhode Island and is in the business of sand, stone, earth and
gravel processing and sale and has received sand, stone, earth and gravel from the said
property of plaintiffs, Leonard Pezza and Constance Pezza.

3. The Defendant, Town of North Smithfield, is a duly organized municipality in
the State of Rhode Island. Richard Connors is its treasurer and is named solely in his
capacity of Treasurer.

4. Since approximately the late 1950’s, the plaintiffs and/or their predecessors
have been involved in a quarrying operation and removal of sand, stone, earth and
gravel on Plat 7, Lot 38 and Plat 10, Lot 1, now Plat 7, Lot 38. Said lots are zoned

5. Plaintiffs are either exempt or have all of the requisite permits, licenses and
approvals for the continued operation of a quarry or the removal of sand, stone, earth
and gravel on the property.

6. This notwithstanding, on November 13, 1998 the Building Official of the Town
of North Smithfield issued a cease and desist order to Plaintiffs. (Exhibit “B”).