

CENTRAL PINE BARRENS JOINT  
PLANNING AND POLICY COMMISSION

In the Matter of the Violations of Article 57 of the  
Environmental Conservation Law of the State of  
New York ("ECL")

by

ORDER ON CONSENT

No. CPBJPPC 1-2013

Ringhoff Family Limited Liability Company #1,  
COPART of Connecticut, Inc. and  
ACR Services, Inc.

(Suffolk County)

Respondents.

WHEREAS

1. The Central Pine Barrens Joint Planning and Policy Commission (hereinafter referred to as "the Commission") has jurisdiction over land use activities within the Central Pine Barrens as defined in the Long Island Pine Barrens Protection Act of 1993, as amended (hereinafter the "Act").
2. Respondent RINGHOFF Family Limited Liability Company #1 was and still is a limited liability company with offices located at 72 Atlantic Avenue, P.O. Box 510, East Moriches, New York.
3. Respondent COPART of Connecticut, Inc. maintains an office at 1983 Montauk Highway, Brookhaven, New York.
4. Respondent ACR Services, Inc. maintains an office at 34 Arthur Avenue, Brookhaven, New York.
5. Respondent RINGHOFF Family Limited Liability Company #1 owns property located on the north side of County Road 111, west of County Road 51 and on the south side of Hot Water Street in Eastport, Town of Brookhaven, County of Suffolk, State of New York (hereinafter referred to as the "RINGHOFF FARM") which consists of Suffolk County Tax Map ("S.C.T.M.") Numbers 200-512-1-15, 200-512-1-17, 200-512-1-18, 200-512-1-21, and 200-562-4-21.
6. Ringhoff Farm is located in the "core preservation area" of the Central Pine Barrens area as defined in the Act and as described in Article 57 of the New York State Environmental Conservation Law ("ECL"), §57-0107(11), and as such is under the jurisdiction of the Commission.
7. In December of 2012 the Commission became aware of operations (the "Operations") involving the temporary placement and storage of vehicles damaged by Superstorm Sandy on the Ringhoff Farm and investigated the matter.

8. The Act and the Central Pine Barrens Comprehensive Land Use Plan (the "CLUP"), adopted by the Commission in 1995, prohibit activities, including the Operations, unless such activity has first received a hardship waiver from the Commission pursuant to ECL §57-0123.
9. As a result of the aforementioned investigation, it was determined that the Respondents had not applied to the Commission for nor had received from the Commission a hardship waiver which permitted the Operations to be conducted in the Core Preservation Area.
10. The Respondents, as a result of that investigation, admit to having conducted the Operations in the Core Preservation Area in violation of Article 57 of the ECL and the CLUP.
11. ECL §57-0136(2-a), states for any violation that takes place in the "core preservation area" of the Central Pine Barrens area, any person who violates any provision of ECL Article 57, the land use plan adopted by the Commission, any regulation promulgated by the Commission, or the terms or conditions of any order, permit, or determination issued by the Commission pursuant to ECL Article 57 shall be liable for a civil penalty of not more than twenty five thousand dollars for each violation and an additional civil penalty of not more than one thousand dollars for each day that such violation continues.
12. Respondents desire to resolve the violation through this Order on Consent rather than to engage in litigation on the issues.
13. The Commission agrees to settle the within matter through this order on Consent with Respondents rather than to engage in litigation on the issues.
14. Respondents, represented by counsel, affirmatively waive their rights to a public hearing in this matter in the manner provided by law, and consents to the entering and issuing of this order, and agrees to be bound by the terms and conditions contained here.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

- I. Cease and Desist. Respondents shall immediately cease and desist any and all further activities in violation of any provision of the ECL in relation to the Operations on Ringhoff Farm, particularly Article 57 of the ECL and the Comprehensive Land Use Plan.
- II. Relief.
  - A. Suspended Penalty and Payable Penalty. With respect to the violations identified in paragraphs "7" through "10" of this Order, the Commission assesses against Respondents a civil penalty in the sum of TEN THOUSAND (\$10,000) DOLLARS, of which FIVE THOUSAND (\$5,000) DOLLARS is suspended pending complete compliance with the terms and conditions of this Order on Consent and of which the remaining balance of FIVE THOUSAND (\$5,000) DOLLARS shall be paid immediately following execution of this Order.
  - B. Method of Payment. Required payment shall be made in accordance with the

following three paragraphs.

- i. The payable portion of the penalty is to be paid by bank check made payable to "Central Pine Barrens Joint Planning and Policy Commission," as the case may be.
- ii. Payment to the Commission must have written on its face: CPBJPPC 1-2013/("Name of Respondents").
- iii. Payment may be rendered from any one of or collectively all of the Respondents.
- iv. Payment to the Commission shall be delivered to:  
Central Pine Barrens Joint Planning and Policy Commission  
624 Old Riverhead Road  
Westhampton Beach, New York 11978

- C. Within one (1) year following the execution of this Order, Respondents shall not undertake nor cause to be undertaken any "development," as defined by Section 57-0107(13) of the ECL, on Ringhoff Farm unless prior to commencement of such activity the same receives all applicable approvals including those from the Commission required pursuant to Article 57.

**III. Settlement and Reservation of Rights.**

- A. Upon completion of all obligations created in the Order, this Order settles only all claims for civil and administrative penalties concerning the violations described in Paragraphs "1" through "10" of this Order against Respondents and their successors (including successors in title) and assigns.
- B. Except as provided in Subparagraph III.A. of this order, nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting any of the civil, administrative, or criminal rights of the Commission or authorities with respect to any parties, including Respondents.

**IV. Failure, Default and Violation of Order.**

- A. Respondents' failure to comply fully and in timely fashion with any provision, term, or condition of this Order shall constitute a default and a failure to perform an obligation under this Order and under the ECL and shall be deemed to be a violation of both this Order and the ECL, and shall constitute sufficient grounds for revocation of any permit, license, certification, or approval issued to Respondents by the Commission.

**V. Indemnification.**

Respondents shall indemnify and hold harmless to the extent permitted by law the Commission and their representatives and employees for all claims, suits, actions, damages and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondents and their successors (including successors in title) and assigns.

VI. Binding Effect. The provisions of this Order shall inure to the benefit of and be binding upon the Commission and Respondents and their successors (including successors in title) and assigns.

VII. Modification. In those instances in which Respondents desire that any of the provisions, terms or conditions of this Order be changed, each shall make written application, setting forth the grounds for the relief sought, to the Commission at 624 Old Riverhead Road, Westhampton Beach, New York 11978. No change or modification to this order shall be made or become effective except as set forth by a written order of the Commission.

VIII. Access and verification. For the purpose of insuring compliance with this Order, and with applicable provisions of the ECL and regulations promulgated thereunder, representatives of the Commission shall be permitted access to the Ringhoff Farm property without prior notice at reasonable hours and intervals in order to inspect and determine the status of the property, as well as access to relevant records in order to inspect and/or perform such tests as may be deemed appropriate to determine the status of Respondents' compliance.

IX. Force Majeure. Respondents shall not suffer any penalty under any of the provisions, terms and conditions hereof, or be subject to any proceedings or actions for any remedy or relief, if they cannot comply with any requirements of the provisions hereof, because of an Act of God, war, riot or other catastrophe as to which negligence or willful misconduct on the part of Respondents was not a proximate cause, provided, however, that Respondent shall immediately notify the Commission in writing when Respondents obtain knowledge of any such condition and request an extension or modification of the provisions hereof.

X. Entire Order. The provisions of this Order constitute the complete and entire Order issued to Respondent concerning resolution of the violations identified in Paragraphs "7" through "10" of this Order. No term, condition, understanding or agreement purporting to modify or vary any term hereof shall be binding unless made in writing and subscribed by the party to be bound, pursuant to paragraph VII of this Order. No informal oral or written advice, guidance, suggestion or comment by the Commission regarding any report, proposal, plan, specification, schedule, comment or statement made or submitted by Respondents shall be construed as relieving Respondents of their obligations to obtain such formal approvals as may be required by this Order.

XI. Effective Date. The effective date of this Order shall be the date upon which it is signed by the individual authorized by the Commission to do so on behalf of the Commission.

Dated: Westhampton Beach , New York  
,2013

CENTRAL PINE BARRENS JOINT PLANNING  
AND POLICY COMMISSION

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**CONSENT BY RESPONDENT RINGHOFF FAMILY LIMITED LIABILITY COMPANY #1**

Respondent, RINGHOFF FAMILY LIMITED LIABILITY COMPANY #1, acknowledges the authority and jurisdiction of the Commission Chair of the Central Pine Barrens Joint Planning and Policy Commission to issue the foregoing Order, waives public hearing or other proceedings in the matter, accepts the terms and conditions set forth in the Order and consents to the issuance thereof and agrees to be bound by the provisions, terms and conditions contained therein.

Ringhoff Family Limited Liability Company #1, Respondent

By: William J. Ringhoff  
Name: William J. Ringhoff  
Title: Pres.

an individual duly authorized by the respondent municipal corporation to sign on behalf of the municipal corporation and who may bind respondent municipal corporation to the terms and conditions contained herein.

Date: 6-24-13

**COMPANY ACKNOWLEDGMENT**

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the 24<sup>th</sup> day of JUNE in the year 2013, before me personally came William J. Ringhoff to me known, who, being duly sworn did depose and say that s/he resides at 53 MONTAUK Hwy EMORICHES NY 11932 that s/he is the President of the RINGHOFF FAMILY LIMITED LIABILITY COMPANY #1, the company described herein and which executed the above instrument; and that he signed his name thereto with full corporate authority so to do.

Sworn to before me this  
24<sup>th</sup> day of JUNE, 2013

Ann L. Smith  
Notary Public



ANN L. SMITH  
Notary Public, State of New York  
No. 0154935475, Suffolk County  
Commission Expires May 31, 2014