

Woodbury Gazette Article

KJ – Woodbury to “refrain from interfering with water transfer...”

Kiryas Joel experiencing “water supply emergency...”

July 29, 2014

By Benjamin Meyers

Woodbury, NY - Kiryas Joel (KJ) attorney Michael Serthous served notice to Woodbury Village Mayor, Michael Queenan stating that “the Village of Kiryas Joel and the Woodbury Heights Estates Water Co, (WHEW) are wholly within their legal authority...” to transfer water to KJ from WHEW’s wells that are within the Village of Woodbury and which draw from the aquifer that supplies Woodbury.

The letter dated July 14th states that beginning “July 3rd, Kiryas Joel declared a water supply emergency due to low water pressure in the distribution system.” Serthous also stated that KJ water supply consultants have been working diligently to improve production ...from existing wells... (and) ...toward alleviating this and future emergencies by the completion of its water supply pipeline and connection to the New York City Aqueduct and the Mountainville well field in the Town of Cornwall.”

KJ tried to transport water to meet its need, however the contractor hired by KJ, “to transport this emergency water supply experienced unwarranted physical interference and threats of arrest from Village of Woodbury officials and others.”

Serthous refers to a letter received from Daniel Whitehead, DEC Regional Permit Administrator, based in New Paltz in which Whitehead states, “...DEC has made a determination that an emergency authorization is not required in this instance.” The water seller (WHEW) however “must list all new sales in its annual water withdrawal reports.”

If another water emergency occurs, the Village of Woodbury is expected to “refrain from any further interference with such necessary efforts”.

When contacted by the *Woodbury Gazette*, Mayor Queenan provided the response from Dennis Lynch, Woodbury’s attorney. The letter contains four points that answers Mr. Serthous’ assertions and complaints.

First, Lynch questioned the validity of Serthous’ arguments by replying, “...your ipse dixit conclusions concerning any legality of the Village of Kiryas Joel or the (WHEW) Company, Inc. ‘acting within their authority’ is a matter of ultimate determination by others and not you.” Ipse dixit is a Latin legal term coined by Cicero used to identify and describe a sort of arbitrary dogmatic statement which the speaker expects the listener to accept as valid.^[1]

Second, there seems to be no reason for KJ to interact with DEC. Lynch’s main argument “...the Village of Woodbury is only concerned that all lawful processes be observed.”

Attorney Lynch’s third point is that, “...contrary to your hearsay assertions” about interference by Woodbury officials, an investigation by Woodbury confirms that “...there is absolutely no basis for those allegations.” And Lynch proposes that KJ’s attorney would promptly sue Woodbury to “address any such wrong doing” as has been their past practice.

The final point made was that the Village of Woodbury “...does have a legitimate concern about the weight of vehicles” transporting water or other material within the Village jurisdiction. There have been reports, Lynch states, “...where trucking companies transporting water acted in a reckless and unsafe manner...” and that Woodbury roads have potentially been damaged.

Source: [1] Wikipedia