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In re Moores Lane Dev. Corp. v. Suffolk County Water Auth., 699 N.Y.S.2d 739 (N.Y. App. Div. 1999)

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In re Moores Lane Dev. Corp. v. Suffolk County Water Auth., 699 N.Y.S.2d 739
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state law actually conflicted with federal law to the extent it stood as an obstacle to Congress' objectives. The court found neither of these situations existed here. Thus, the court found no basis for refusing to enforce New York's Labor Law in this case.

The court found that protecting workers employed in New York fell within the state's historic police powers. Furthermore, the court noted that the LHWCA only regulated the relationship between longshoremen/harbor workers, their employers, and vessel owners. Congress did not regulate rights or remedies outside of those relationships. Therefore, since the LHWCA did not address claims by injured workers against third parties, the court found no indication Congress intended to preclude application of New York law to third-party claims against non-maritime defendants. In addition, the court found no inconsistencies between the strict liability provisions of the New York Labor Law and admiralty law. Therefore, the strict liability provisions of the New York Labor Law were not preempted, and the court reversed the order granting defendant's motion to dismiss.

Ryan O. Reimers

In re Moores Lane Dev. Corp. v. Suffolk County Water Auth., 699 N.Y.S.2d 739 (N.Y. App. Div. 1999) (holding that the county water authority assumed the contractual obligation to provide water service to developer when the authority purchased the water distribution system from the village).

Pursuant to a contract, the Village of Greenport ("Village") agreed to provide water to ninety-nine condominium units that petitioner's predecessor intended to build. In exchange for this service, the predecessor agreed to pay \$2570 per unit and any increases in hookup charges that the Village imposed in future years. After the predecessor built thirty-nine units, he sold the remaining property and assigned the water contract to the petitioner, Moores Lane Development Corporation ("Moores Lane"). In 1994, the Village consented to the assignment and demanded an additional \$2162 per unit and a water up-front fee for the remaining sixty units. The Village provided water to nineteen units as Moores Lane built them. Subsequently, the Suffolk County Water Authority ("SCWA") purchased the water distribution system outside the Village boundaries. At that time, the Village and the SCWA denied responsibility for supplying water to the remaining forty-one units.

Moores Lane commenced an action to compel either the Village or the SCWA or both to supply water service. The Supreme Court of Suffolk County directed the SCWA to supply water to Moores Lane's subdivision and directed the Village to refund the sum of \$88,642. The court also directed Moores Lane to pay additional water hookup fees to the SCWA. The issue on appeal was whether the SCWA assumed the obligation to Moores Lane when it purchased the water distribution system from the Village.

This court found that the interpretation of an unambiguous contract was a function of the court. The court stated that it would not consider extrinsic matters when the instrument showed the intent of the parties. The court held that the contract between the Village and the SCWA clearly provided that the SCWA would assume operation and responsibility for the water supply and distribution system outside of the Village.

The court held that the SCWA assumed the contractual obligation to provide water service to Moores Lane. In addition, the court found that the lower court erred in its determination of the amount of the refund to Moores Lane. The court directed the Village to refund a new amount of \$194,012, which represented the \$2,570 per-unit connection fees that the predecessor previously paid. Therefore, the court affirmed and modified the lower court's decision.

Kristen L. Cassisa

In re Warrensburg Hydro Power Ltd. Partnership, 694 N.Y.S.2d 506 (N.Y. App. Div. 1999) (holding that the deed conveying water power rights appurtenant to property on north bank to the owner of the parcel located across the river, together with certified title abstract, supported a determination that owner of north bank parcel was not entitled to any compensation for water power rights).

Petitioner obtained title to less than one acre of land located on the north bank of Schroon River in the Town of Warrensburg, pursuant to a 1992 eminent domain proceeding brought against claimant, the owner of the land. The parcel was appropriated for construction, maintenance, and operation of a hydroelectric facility. The eminent domain order, vesting title in petitioner, reserved to claimant continued use of the land for transmission poles and lines. Claimant filed a claim for \$270,000 seeking just compensation for the taking of water power rights purportedly associated with the land acquired by petitioner on which claimant's transmission lines were situated. The court denied claimant's motion and granted partial summary judgment for petitioner and claimant appealed.

On appeal, the issue was whether the water power rights were appurtenant to the north side property or if the water rights belonged to the land across the river. In addressing this issue, the court traced the chain of title pertaining to the adverse interests. It found that in the 1800's, the water power rights were severed from the north side property and conveyed to the land across the river. Claimant contended the water power rights were restored to the north side property, but could not produce substantiating evidence. A title search concluded no documentation existed revealing claimant, or its predecessors, were granted water power rights.

Claimant also contended that Maurice Ashe, a prior owner, obtained the exclusive right to construct a dam on the river with certain water rights through a deed dated June 21, 1930. However, the court concluded that the June 1930 deed reserved an easement authorizing the grantor to maintain and operate the present dam and to continue the upstream flooding