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Adirondack Council calls Douglas lawsuit 'absurd'

By CHRIS KNIGHT, Enterprise Senior Staff Writer

The Adirondack Council has issued its response to a lawsuit filed against the environmental group and the chairman of its board of directors by the owner of a resort and campground on Silver Lake.

Adirondack Council spokesman John Sheehan called the "Summons With Notice," filed Monday in state Supreme Court of Essex County on behalf of Leroy Douglas, "absurd."

"There's no factual basis to anything in these papers," Sheehan said. "If filed, they'd be dismissed."

Douglas is seeking \$2.1 million from the Adirondack Council and Brian Ruder, chairman of its board of directors, for allegedly interfering in a state Adirondack Park Agency enforcement action against Douglas.

More specifically, Matthew Norfolk, Douglas' lawyer, claims the Adirondack Council's involvement in the case through letters and e-mails constitutes "tortious interference," or an attempt to intentionally damage a contract or business relationship.

Norfolk said the Adirondack Council acted as a third party and interfered in a 2005 settlement agreement between Douglas and the APA over a wetlands violation, prompting a new enforcement action against Douglas in 2007. The APA recently decided to discontinue that case as long as Douglas submits an affidavit confirming he's completed remediation to the property.

Douglas claims the enforcement action prevented him from selling eight lots on his property and cost him "a lot of money." The \$2.1 million he's seeking from the Adirondack Council and Ruder represents the estimated \$250,000 market value of each lot at the time, plus legal fees.

"We're going to try to prove that my client was harmed by the Adirondack Council and, upon information and belief, Mr. Ruder's inducing the APA to ignore a settlement agreement that was already in place," Norfolk said.

Although he's never brought such a case to trial before, Norfolk was confident.

"In New York it's a recognized tort," he said. "It can happen, and I think we've got the documentation to go forward with it."

Sheehan, however, questioned whether the 2005 settlement agreement could be considered a contract in a "tortious interference" case. He also noted that the term was misspelled in the summons to read "tortuous inference."

Norfolk said the typo won't be considered a "material defect" and the summons can be amended, if necessary.

The actual complaint against the Adirondack Council and Ruder has yet to be filed. Norfolk said it will be provided once the Council responds to the summons.

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