

KRISTEN K. WILSON, ESQ.
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CROWN CASTLE NG EAST LLC,

Plaintiff,

-against-

THE CITY OF RYE and the CITY COUNCIL OF THE
CITY OF RYE,

Defendants.

17 CV 3535 VLB-PED

**REPLY DECLARATION OF
KRISTEN K. WILSON IN
SUPPORT OF DEFENDANTS'
MOTION TO DISMISS**

KRISTEN K. WILSON, being duly sworn, declares as follows under penalty of perjury:

1. I am a partner in the law firm Blanchard & Wilson, LLP, and attorney for Defendants City of Rye and the City Council of the City of Rye (hereinafter referred to as the “City” or the “Defendants”) in the above-referenced matter.

2. I submit this reply declaration in further support of the City’s Motion to Dismiss and to provide documents referenced in the Complaint filed on May 11, 2017.

3. As further explained in Defendants’ accompanying Reply Memorandum of Law submitted herein, Plaintiff’s Complaint is not ripe as the City Council has not completed its required review process under the State Environmental Quality Review Act (“SEQRA”).

4. Indeed, in Plaintiff’s opposition papers, Plaintiff alleges that the City improperly and illegally applied SEQRA to the requested action (i.e. amending the Right of Way Use Agreement). Specifically, Plaintiff argues that the City Council illegally issued a positive

declaration and that on December 7, 2016, the City Council improperly designated the action as an Unlisted action (rather than a Type II action) under SEQRA. Attached as **Exhibit A** is a copy of the meeting minutes from the City Council meeting on December 7, 2016.

5. Interestingly, Plaintiff's never challenged the December 7, 2016 decision of the City to continue the SEQRA review process.

6. I have practiced in the municipal and land use law area for approximately fourteen years and Defendants did not discriminatorily apply the SEQRA process to Plaintiff's request for an amendment to the RUA.

7. Both parties agreed, on multiple occasions, to extend the time for both parties to "act" pursuant to the Tolling Agreement. Indeed, during these extensions of time, Plaintiff amended its proposed deployment of DAS on several occasions and the City continued to diligently review same.

8. For Plaintiff to now argue that these extensions resulted in the City acting in a discriminatory or prohibitory manner is disingenuous and simply not true.

WHEREFORE, it is respectfully submitted that the Complaint be dismissed in its entirety, with prejudice, together with such other and further relief as the Court may deem just and proper.

Dated: White Plains, New York
June 23, 2017

_____/s/_____
Kristen K. Wilson, Esq.

