

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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CROWN CASTLE NG EAST LLC,

18-cv-7397 (SJF)(AKT)

Plaintiff,

-against-

ANSWER

VILLAGE OF LAUREL HOLLOW and VILLAGE OF  
LAUREL HOLLOW BOARD OF TRUSTEES,

Defendants.

-----X

Defendants Village of Laurel Hollow and Village of Laurel Hollow Board of Trustees, by its attorneys Todd C. Steckler, Esq. and Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., for their answer to the complaint herein, respond to the corresponding number allegations in the complaint as follows:

1. No responsive pleading is required.
2. Deny.
3. Deny, except Defendants neither admit nor deny legal conclusions to which no responsive pleading is required.
4. Deny, except Defendants neither admit nor deny legal conclusions to which no responsive pleading is required.
5. Deny.
6. Deny, except Defendants neither admit nor deny legal conclusions to which no responsive pleading is required.
7. Deny.

8. Deny and refer the Court to the statute for the terms and provisions thereof.
9. Deny and refer the Court to the statute for the terms and provisions thereof.
10. Deny and refer the Court to the statute for the terms and provisions thereof.
11. Deny and refer the Court to the statute for the terms and provisions thereof.
12. Deny knowledge or information sufficient to form a belief as to the truth of the allegations, except as to legal conclusions to which no responsive pleading is required.
13. Deny, except admit the Village is a municipal corporation.
14. Deny and refer the Court to the applicable New York state statutes and the Village Code for the terms and provisions thereof.
15. Deny.
16. Deny, except as to legal conclusions to which no responsive pleading is required.
17. Deny.
18. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.
19. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.
20. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.
21. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.
22. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.

23. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.

24. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.

25. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.

26. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.

27. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.

28. Deny, except as to legal conclusions to which no responsive pleading is required.

29. Deny, except as to legal conclusions to which no responsive pleading is required.

30. Deny, except as to legal conclusions to which no responsive pleading is required.

31. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.

32. Deny, except as to legal conclusions to which no responsive pleading is required.

33. Deny, except admit Plaintiff wrote to Defendants and refer the Court to the writing for the contents thereof.

34. Deny.

35. Deny.

36. Deny, except as to legal conclusions to which no responsive pleading is required.

37. Deny, except as to legal conclusions to which no responsive pleading is required.

38. Deny.

39. Deny, except admit that the parties had numerous communications.

40. Deny, except admit Defendants requested payment from Plaintiff in connection with prior abandoned applications.

41. Deny, except admit that the Village Code requires an applicant to deposit funds for the purpose of reimbursing the cost of retaining a consultant to review applications and that Center for Municipal Solutions was retained as a consultant to review Plaintiff's applications.

42. Deny, but aver that Defendants were not required to seek additional proposals.

43. Deny, but aver that such fees are less than required under the Village Code and were agreed to between Plaintiff and Defendants.

44. Deny.

45. Deny, except as to legal conclusions to which no responsive pleading is required.

46. Deny.

47. Deny.

48. Deny, except admit that Plaintiff submitted applications to Defendants and refer the Court to the applications for the contents thereof.

49. Deny, except admit that Plaintiff submitted applications to Defendants and refer the Court to the applications for the contents thereof and refer the Court to the Village Code for the provisions thereof.

50. Deny, except refer the Court to the Village Code for the terms and provisions thereof.

51. Deny, except admit that Plaintiff submitted applications to Defendants and requested a public hearing.

52. Deny, except admit that the Village Attorney wrote to Plaintiff and refer the Court to the writing for the contents thereof.

53. Deny, except admit that Plaintiff submitted a "second filing" to Defendants and refer the Court to the "second filing" for the contents thereof .

54. Deny, except admit that Plaintiff asked for public hearing to be scheduled.

55. Deny, except admit that the Village Attorney wrote to Plaintiff and refer the Court to the writing for the contents thereof.

56. Deny.

57. Deny.

58. Deny.

59. Deny.

60. Deny.

61. Deny.

62. Deny and refer the Court to the Village Code for the provisions thereof.

63. Deny.

64. Deny.

65. Deny, except admit that Center for Municipal Solutions submitted bills to Defendants for work performed regarding Plaintiff's applications.

66. Deny, except admit Plaintiff submitted a FOIL request.

67. Deny, except admit that Plaintiff made additional filings.

68. Deny.

69. Deny, except admit Plaintiff purported to extend the "Shot-Clock".

70. Deny.
71. Deny, except admit that the hearings were postponed.
72. Deny, except aver that Plaintiff failed to properly stake the locations of the proposed nodes.
73. Deny.
74. Deny, except as to legal conclusions to which no responsive pleading is required.
75. Deny.
76. Deny, except admit that Plaintiff refused to extend the "Shot-Clock."
77. Deny, except admit that Defendants sought to extend the "Shot-Clock."
78. Deny, except as to legal conclusions to which no responsive pleading is required.
79. Deny, except as to legal conclusions to which no responsive pleading is required.
80. Deny, except as to legal conclusions to which no responsive pleading is required.
81. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.
82. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.
83. Deny knowledge or information sufficient to form a belief as to the truth of the allegations.
84. Deny, except as to legal conclusions to which no responsive pleading is required and refer the Court to the statute for the terms and provisions thereof.
85. Deny and refer the Court to the statute for the terms and provisions thereof.

86. Deny and refer the Court to the statute for the terms and provisions thereof.
87. Deny and refer the Court to the statute and the order for the terms and provisions thereof.
88. Deny and refer the Court to the order for the terms and provisions thereof.
89. Deny and refer the Court to the order for the terms and provisions thereof.
90. Deny and refer the Court to the order for the terms and provisions thereof.
91. Deny and refer the Court to the order for the terms and provisions thereof.
92. Deny and refer the Court to the order for the terms and provisions thereof.
93. Deny and refer the Court to the order for the terms and provisions thereof.
94. Deny and refer the Court to the order for the terms and provisions thereof.
95. Deny and refer the Court to the order for the terms and provisions thereof.
96. Deny and refer the Court to the order for the terms and provisions thereof.
97. Deny and refer the Court to the order for the terms and provisions thereof.
98. Deny and refer the Court to the statute for the terms and provisions thereof.
99. Deny and refer the Court to the statute for the terms and provisions thereof.
100. Deny, except as to legal conclusions to which no responsive pleading is required.
101. Deny, except as to legal conclusions to which no responsive pleading is required.
102. Deny, except as to legal conclusions to which no responsive pleading is required.
103. Deny and refer the Court to the order for the terms and provisions thereof.
104. Deny, except as to legal conclusions to which no responsive pleading is required.
105. Deny, except as to legal conclusions to which no responsive pleading is required.
106. Deny, except as to legal conclusions to which no responsive pleading is required.

107. Deny, except as to legal conclusions to which no responsive pleading is required.
108. Deny, except as to legal conclusions to which no responsive pleading is required.
109. Deny.
110. Deny,
111. Deny.
112. Deny.
113. Deny.
114. Deny.
115. Deny.
116. Deny.
117. Admit, deny and deny knowledge or information as fully set forth in the preceding paragraphs.
118. Deny and refer the Court to the statute for the terms and provisions thereof.
119. Deny and refer the Court to the order for the terms and provisions thereof.
120. Deny and refer the Court to the order for the terms and provisions thereof.
121. Deny, except as to legal conclusions to which no responsive pleading is required.
122. Deny, except as to legal conclusions to which no responsive pleading is required.
123. Deny, except as to legal conclusions to which no responsive pleading is required.
124. Deny.
125. Admit, deny and deny knowledge or information as fully set forth in the preceding paragraphs.
126. Deny.



127. Deny and refer the Court to the statute for the terms and provisions thereof.

128. Deny, except as to legal conclusions to which no responsive pleading is required.

129. Deny, except as to legal conclusions to which no responsive pleading is required.

130. Deny.

131. Deny.

132. Admit, deny and deny knowledge and information as fully set forth in the preceding paragraphs.

133. Deny and refer the Court to the statute for the terms and provisions thereof.

134. Deny, except as to legal conclusions to which no responsive pleading is required.

135. Deny, except as to legal conclusions to which no responsive pleading is required.

136. Deny, except as to legal conclusions to which no responsive pleading is required.

137. Deny, except as to legal conclusions to which no responsive pleading is required.

138. Deny, except as to legal conclusions to which no responsive pleading is required.

139. Deny, except as to legal conclusions to which no responsive pleading is required.

140. Admit, deny and deny knowledge or information as fully set forth in the preceding paragraphs.

141. Deny and refer the Court to the statute for the terms and provisions thereof.

142. Deny.

143. Deny.

144. Deny.

145. Deny.

146. Deny, except as to legal conclusions to which no responsive pleading is required.

147. Deny, except as to legal conclusions to which no responsive pleading is required.

148. Deny, except as to legal conclusions to which no responsive pleading is required.

149. Deny.

150. Deny, except as to legal conclusions to which no responsive pleading is required.

151. Admit, deny and deny knowledge or information as fully set forth in the preceding paragraphs.

152. Deny.

153. Deny, except as to legal conclusions to which no responsive pleading is required.

154. Deny, except as to legal conclusions to which no responsive pleading is required.

155. Admit, deny and deny knowledge or information as fully set forth in the preceding paragraphs.

156. Deny, except as to legal conclusions to which no responsive pleading is required.

157. Deny, except as to legal conclusions to which no responsive pleading is required.

158. Deny.

159. Admit, deny and deny knowledge or information as fully set forth in the preceding paragraphs.

160. Deny, but aver that such fees are less than required under the Village Code and were agreed to between Plaintiff and Defendants.

161. Deny.

162. Deny.

163. Deny.

164. Deny.

165. Deny.

166. Deny.

167. Deny.

168. Deny, except as to legal conclusions to which no responsive pleading is required.

169. Deny.

170. Deny.

171. Deny, except as to legal conclusions to which no responsive pleading is required.

172. Admit, deny and deny knowledge or information as fully set forth in the preceding paragraphs.

173. Deny, except as to legal conclusions to which no responsive pleading is required.

174. Deny, except as to legal conclusions to which no responsive pleading is required.

175. Deny.

FIRST AFFIRMATIVE DEFENSE

176. Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.

SECOND AFFIRMATIVE DEFENSE

177. Plaintiff's claims are unsuited for injunctive relief.

THIRD AFFIRMATIVE DEFENSE

178. Plaintiff's claims are unsuited for declaratory relief.

FOURTH AFFIRMATIVE DEFENSE

179. Plaintiff's claims are barred, in whole or in part, for failure to state a claim upon which relief may be granted.

FIFTH AFFIRMATIVE DEFENSE

180. Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

181. Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver and estoppel.

SEVENTH AFFIRMATIVE DEFENSE

182. Plaintiff's claims are barred because a municipality cannot be estopped from enforcing its laws.

EIGHTH AFFIRMATIVE DEFENSE

183. Plaintiff has failed to exhaust its administrative remedies.

NINTH AFFIRMATIVE DEFENSE

184. Plaintiff has failed to exhaust its State Court remedies.

TENTH AFFIRMATIVE DEFENSE

185. Plaintiff's claims are barred by its failure to comply with applicable notice provisions.

ELEVENTH AFFIRMATIVE DEFENSE

186. The Court does not have subject matter jurisdiction over some of Plaintiff's claims.

TWELFTH AFFIRMATIVE DEFENSE

187. Plaintiff is not a transportation corporation under New York Transportation Corporation Law.

THIRTEENTH AFFIRMATIVE DEFENSE

188. Plaintiff has no right to occupy the public right-of-way.

FOURTEENTH AFFIRMATIVE DEFENSE

189. Plaintiff does not provide telecommunications services.

FIFTEENTH AFFIRMATIVE DEFENSE

190. Plaintiff does not provide personal wireless services.

SIXTEENTH AFFIRMATIVE DEFENSE

191. Plaintiff does not provide commercial mobile services.

SEVENTEENTH AFFIRMATIVE DEFENSE

192. Plaintiff is not a utility.

EIGHTEENTH AFFIRMATIVE DEFENSE

193. All of Defendants actions have been fair, reasonable and according to law.

WHEREFORE, Defendants demand judgment dismissing the complaint in its entirety, granting Defendants their reasonable costs and attorneys' fees, together with such other and further relief as the Court deems just and proper.

Dated: Oceanside, New York  
February 20, 2019

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s/  
TODD C. STECKLER, ESQ.

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