SUPREME COURT OF THE STATE OF NEW YORK
APPELLATE DIVISION: FOURTH DEPARTMENT

In the Matter of the Application of

SIERRA CLUB, COMMITTEE TO PRESERVE THE FINGER LAKES by and in the name of PETER GAMBA, its President, and COALITION TO PROTECT NEW YORK by and in the name of KATHRYN BARTHOLOMEW, its Treasurer,

Petitioners-Appellants,

For a Judgment Pursuant to Article 78 of the Civil Practice Law and Rules

-against-

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, BASIL SEGGOS, COMMISSIONER, GREENIDGE GENERATION, LLC, GREENIDGE PIPELINE, LLC, GREENIDGE PIPELINE PROPERTIES CORPORATION and LOCKWOOD HILLS, LLC,

Respondents-Respondents.

Docket No. CA 18-00648

Yates County Supreme Court
Index No. 2016-0165

MEMORANDUM OF LAW IN SUPPORT OF THE GREENIDGE RESPONDENTS' MOTION TO DISMISS THE APPEAL

BARCLAY DAMON, LLP

Attorneys for Greenidge Generation, LLC, Greenidge Pipeline, LLC, Greenidge Pipeline Properties Corporation and Lockwood Hills, LLC

Office and Post Office Address
80 State Street
Albany, New York 12207-2543
Telephone: (518) 429-4200

Yvonne E. Hennessey, Esq.
of Counsel

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

PRELIMINARY STATEMENT

Greenidge Generation, LLC, Greenidge Pipeline, LLC, Greenidge Pipeline Properties Corporation and Lockwood Hills, LLC (collectively, "Greenidge Respondents") respectfully submit this Memorandum of Law along with the Affirmation of Yvonne E. Hennessey dated June 22, 2018 and the Affidavit of Dale Irwin ("Irwin Affidavit"), dated June 21, 2018, in support of their Motion to Dismiss the appeal brought by Petitioners-Appellants Sierra Club, Committee to Preserve the Finger Lakes, and Coalition to Protect New York (collectively, "Petitioners-Appellants"). Not only were Petitioners-Appellants' claims moot before the lower court, but their appeal itself is moot and should be dismissed.

Petitioners-Appellants' appeal is taken from the June 13, 2017 Order and Judgment of Supreme Court, Yates County (Hon. William F. Kocher, J.) that granted the Respondents-Respondents' motions to dismiss, upheld several determinations of the New York State Department of Environmental Conservation ("NYSDEC" or "Department") relating to the Greenidge Respondents' operation of the Greenidge Generating Station in Dresden, Town of Torrey, New York (the "Greenidge Station" or "Facility") and denied Petitioners-Appellants' eleventh hour request for a preliminary injunction that failed to establish even one of the required showings. [R. 7-9].

At every step of the way, Petitioners-Appellants have consistently failed to take timely, and in some instances any, action to preserve the status quo. This was despite the Greenidge Respondents' clear and unequivocal intent to commence construction of the Greenidge Project and resume operations of the Greenidge Station as soon as possible. As a result, by the time Petitioners-Appellants finally elected to seek a preliminary injunction from the lower court, construction of the Greenidge Project was well underway at a significant cost to the Greenidge

Respondents. To date, construction of the Greenidge Project has been completed at a cost of almost $13 million. The Greenidge Station also has resumed operations and has been producing electricity to the grid for over a year. And yet, Petitioners-Appellants sat on their appeal for nine months and never once sought preliminary injunctive relief from this court.

The Greenidge Respondents completed all construction and commenced operations in good faith and under authority of law, and the work cannot be readily undone without undue hardship. The Greenidge Respondents have also continued to implement measures over the past year associated with the resumption of Greenidge Station operations, at a cost of over $1.5 million. Respectfully, this Court should not countenance Petitioners-Appellants consistently belated actions in this matter and hear their appeal when they elected, at their own peril, to perfect at the eleventh hour. Indeed, their continued delays in prosecuting their claims and outright failure to move for injunctive relief during appeal, only confirms that Petitioners-Appellants' claims and this appeal are moot and should be dismissed.

PROCEDURAL HISTORY

On October 28, 2016, exactly four months after NYSDEC issued the Amended Negative Declaration at the heart of Petitioners-Appellants' claims, Petitioners-Appellants filed the underlying Article 78 lawsuit. [R. 21-46]. The trial court signed an Order to Show Cause on October 31, 2016. [R. 48-49]. Petitioners-Appellants then waited until November 3, 2016 to serve the Greenidge Respondents. On December 6, 2016, Petitioners-Appellants filed and served an Amended Verified Petition [R. 54-80], that added Sierra Club as a petitioner, followed by a Notice of Amended Petition which was served and filed on December 13, 2016. [R. 52-53]. Thereafter, by notice of motion dated December 23, 2017, Petitioners-Appellants finally sought a

preliminary injunction to enjoin the Greenidge Respondents from taking steps to repower the Greenidge Facility or construct a natural gas line to connect to the Facility. [R. 82-84].

On January 5, 2017, Respondent NYSDEC filed a motion pursuant to CPLR 3211 seeking dismissal of the Amended Petition, arguing that Petitioners-Appellants' claims were moot. [R. 112-113]. On January 6, 2017, the Greenidge Respondents filed a motion pursuant to CPLR 404, 406, 7804(f) and 3211(a) seeking dismissal of the Amended Petition, also arguing that Petitioners-Appellants' claims were moot. [R. 117-118]. The Greenidge Respondents also opposed Petitioners-Appellants' motion for a preliminary injunction.

Oral argument was held before New York Supreme Court Judge William F. Kocher, Yates County, on January 24, 2017. [R. 357-392]. By Order and Judgment dated June 13, 2017, Supreme Court, Yates County, denied Petitioners-Appellants' motion for a temporary injunction, and granted the Greenidge and NYSDEC Respondents' dismissal motions, dismissing the Amended Petition as moot and on the merits. [R. 9]. On July 19, 2017 Petitioners-Appellants filed the Notice of Appeal. [R. 7]. Nearly nine months later, on April 17, 2018, Petitioners-Appellants filed their Brief and Record on Appeal ("R.") in this Court.

STATEMENT OF RELEVANT FACTS

The Greenidge Station is an electric generating facility located in the Town of Torrey, New York. [R. 121]. It currently consists of one 107 megawatt generating unit, known as Unit 4, which historically operated as a coal-fired power plant. *Id.* The Facility was initially constructed in the 1930s with Unit 4 (the only remaining generating unit at the Greenidge Station) installed in 1953. *Id.* In 2011, the Greenidge Station went into temporary protective layup status. *Id.* In 2014, Respondent Greenidge Generation, LLC, purchased the Greenidge Station and sought to resume operations using natural gas instead of coal. *Id.*

To allow the Greenidge Station to produce electricity using 100% natural gas (with up to 19 percent biomass co-firing), and no longer burn coal as a fuel source, Greenidge Respondents completed the Greenidge Project, which consisted of two main components, namely: (1) in-plant construction to allow Unit 4 to operate on 100 percent natural gas (with up to 19 percent biomass co-firing), and no longer burn coal; and (2) construction of a 4.6 mile pipeline to fuel the Facility, and auxiliary services including a regulation station, a metering station and interconnection. *Id.*

The Greenidge Pipeline

In 2015, Greenidge Pipeline, LLC and Greenidge Pipeline Properties Corporation (collectively, the "Pipeline Entities") submitted applications to the New York Public Service Commission ("NYSPSC") for construction and operation of the Greenidge Pipeline. [R. 134]. On September 16, 2016, the NYSPSC issued an Order Granting Certificate of Environmental Compatibility and Public Need ("Certificate Order"), approving the construction and operation of the natural gas pipeline pursuant to Article VII of the Public Service Law. [R. 135]. On October 17, 2016, NYSPSC issued the Greenidge Pipeline Entities a Notice to Proceed with Construction of the Greenidge Pipeline. *Id.*

Construction and Costs

Because the winter weather conditions in Yates County make excavation and construction of a pipeline extremely difficult, and to start recouping a return on the significant investments that had already been made in the Greenidge Project, in-plant construction work and construction on the pipeline commenced on October 17, 2016. [R.122-123]; *see also* Certificate Order at [R. 153] ("It is the Pipeline Companies' intent to commence construction soon after the Certificate is granted and all the appropriate permits and permission have been obtained."). Due

to the concerns over inclement weather and business factors, construction work on the Greenidge Pipeline was scheduled to be started and completed quickly. *Id.*

By November 3, 2016, when Greenidge Respondents were first served in the underlying action, all the necessary materials for the construction of the Greenidge Project had been purchased and approximately 30 percent of the in-plant construction work and 20 percent of the pipeline construction work had been completed. [R. 18-19]. The costs associated with the work on the Greenidge Project that had been completed by November 3, 2017 was $3,020,886. [R. 19].

As of December 23, 2016, the date Petitioners-Appellants filed their Motion for Temporary Injunctive Relief in the lower court, the total costs of all materials purchased and construction work completed since September 8, 2016 was approximately $7,688,467, and approximately 80 percent of the construction on the Greenidge Project had been completed. *Id.*

As of the time that the Greenidge Respondents' Motion to Dismiss was filed on January 6, 2017, the total cost of all materials purchased and construction work completed since September 8 2016 was approximately $11,418,624, or 94 percent of the entire anticipated cost of the Greenidge Project. *Id.* This represented the purchase of all necessary materials as well as completion of over 98 percent of the in-plant construction work and over 90 percent of pipeline and related construction. *Id.*

Construction of the entire Greenidge Project was completed on or about March 1, 2017. Irwin Affidavit, ¶ 42. Total construction costs of the Greenidge Project were $12,925,512. *Id.* at 12. During the months of March and April 2017, several activities were completed as part of the resumption of operation of the Greenidge Station, including extensive shakedown and testing of the boiler, generator, and other equipment. *Id.* at ¶ 46-47. The Greenidge Facility resumed

producing electricity to the electric grid in May 2017 and has continued to do so on a regular basis. *Id.* at ¶¶ 44, *see also* Irwin Affidavit, Exhibit C. Specifically, from May 2017 through April 2018, Greenidge generated electricity to the grid on 158.14 days (3,795.38 service hours), for a total of 207,563.14 megawatts of net actual generation. Irwin Affidavit, Exhibit C.

Between March 1, 2017 and April 30, 2018, the Greenidge Respondents spent approximately $1,500,000 on the capital expenses that were necessary for the resumption of Greenidge Station operations. *Id.* at ¶ 46. Such costs included shakedown and testing, replacement of the selective catalytic converter catalyst, instruments and control testing and repairs, continuous emissions monitoring system upgrades and certification required by the Title V permit, engineering and testing of interconnection upgrades, Initial Relative Accuracy Test Audit required by the Title V permit and the Clean Air Act, boiler repairs, engineering and design work associated with biological monitoring requirements, and pipeline testing activities. *Id.* at ¶ 47. These capital costs do not include any of the Greenidge Station's operating costs such as the more than two million dollars in wages and benefits Greenidge Generation provided to its eighteen employees that operate the Greenidge Station. *Id.* at ¶ 48.

Overall, since September 8, 2016 when NYSDEC issued the final Title IV and Title Air permits to Greenidge Generation, the Greenidge Respondents expended over **$14,400,000** to complete construction of the Greenidge Project and resume operations of the Greenidge Station. *Id.* at ¶ 49. On top of these financial costs is the significant impact that would fall upon the Greenidge Station's employees if operations were halted at this juncture. The undue hardship and human toll on the Greenidge Station's eighteen employees cannot be overstated, as it will be them who suffer the most personal and significant harm (*i.e.*, lost job, wages and benefits), despite no fault of their own. *Id.* at ¶ 50.

ARGUMENT

PETITIONERS-APPELLANTS' APPEAL IS MOOT

Petitioners-Appellants' claims were moot over a year ago, when the lower court determined that they were. R. 9. Now, following Petitioners-Appellants' irrefutable failure to move for an injunction pending appeal, their lengthy delay in perfecting their appeal of the lower court's decision, the completion of construction of the Greenidge Project at a cost of almost $13 million, and resumption of operations at the Greenidge Station for over a year, Petitioners-Appellants' appeal itself is moot and subject to dismissal.

"It is a fundamental principle of our jurisprudence that the power of a court to declare the law arises out of, and is limited to, determining the rights of persons which are actually controverted in a particular case pending before the tribunal." *Hearst Corp v. Clyne*, 50 N.Y.2d 707, 713 (1980). "This principle, which forbids courts to pass on academic, hypothetical, moot or otherwise abstract questions, is founded both in constitutional separations of powers doctrine, and in methodological strictures which inhere in the decisional process of a common-law judiciary." *Id.* at 713-714. Said differently, courts should not "resolve disputed legal questions unless [doing so] would have an immediate practical effect on the conduct of the parties." *New York Public Interest Research Group v. Carey*, 42 N.Y.2d 527, 530 (1977). Accordingly, courts are precluded from considering questions which, "although once live, have become moot by passage of time or change in circumstances." *Hearst Corp.*, 50 N.Y.2d at 714.

Changes in circumstances that would prevent a court from rendering a decision to effectively determine an actual controversy, such that relief is not even theoretically available, require that the challenge be dismissed as moot. *See Citineighbors Coal. of Historic Carnegie Hill v. N.Y. City Landmarks Pres. Comm'n*, 2 N.Y.3d 727, 728-30 (2004); *Dreikausen v. Zoning*

Bd. of Appeals of the City of Long Beach, 98 N.Y.2d 165, 172 (2002). In the context of a construction project, legal attempts to cease or undo construction are rendered moot when, as here, construction was substantially complete at the time of the challenge. *Citineighbors*, 2 N.Y.3d at 729; *Weeks Woodlands Assn., Inc. v. Dormitory Auth. of the State of N.Y.*, 95 A.D.3d 747, 747 (1st Dep't 2012), *aff'd*, 20 N.Y.3d 919 ("Under the particular circumstances of this case, we agree with the Appellate Division majority that the challenged project is substantially complete and that the proper course of action was to dismiss the appeals taken to that Court as moot."); *see also Ughetta v. Barile*, 210 A.D.2d 562 (3d Dep't 1994) ("The completion of the improvements which are the subject of this appeal and which plaintiffs seek to have demolished render this appeal moot."), *appeal denied*, 85 N.Y.2d 805 (1995).

Factors considered in whether substantial construction renders a challenge moot include (1) whether the challenger timely sought a preliminary injunction or otherwise sought to preserve the status quo or prevent construction from commencing or continuing, (2) whether the work was completed in good faith and under authority of law, and (3) whether work could be readily undone without undue hardship. *Citineighbors Coal.*, 2 N.Y.3d at 729.

In *Citineighbors Coalition*, the Court of Appeals found that because the building's steel and concrete structure had been erected, the brick façade complete, and 90 percent of the window frames installed, at a rough cost of $25.7 million, construction was substantially complete. The court also found that there was no "unseemly race to completion intended to moot petitioners' lawsuit" because the property owner and developer had obtained necessary approvals, and that there was every business incentive to complete the building as quickly as possible to begin recouping a return on investment and avoid paying interest on construction loans. *Citineighbors Coal.*, 2 N.Y.3d at 729.

In *Matter of Riverkeeper, Inc. v. Johnson*, 52 A.D.3d 1072 (3d Dep't 2008) the petitioners filed an Article 78 action to review a determination by NYSDEC regarding modifications to the respondents' cooling system. The trial court transferred the proceeding to the Appellate Division, Third Department pursuant to CPLR 7804(g). Respondent then moved for dismissal of the appeal based on the petitioners' failure to seek injunctive relief during the pendency of the proceeding. The Third Department concluded that dismissal of the appeal, in part, was warranted because the respondents had completed the modification of the existing system at a cost of over $1 million, and during that time the petitioners had failed to preserve their rights pending judicial review, thus rendering certain claims moot. *Id.* at 1074.

In *Weeks Woodlands Association*, the Appellate Division, First Department, considered the construction to be substantially complete, in part, because the excavations and foundations were complete, the steel erection was 70 percent complete, and installation of concrete slabs were 50 percent complete. *Weeks Woodlands Assn.*, 95 A.D.3d at 748-49. The court noted that construction was so far advanced that it could not be undone without undue hardship, and that construction does not need to be "virtually completed," a finding that was upheld by the Court of Appeals. *Weeks Woodlands Assn.*, 95 A.D.3d at 753. The court in that case also noted that the property owner would be penalized for having gone forward in reliance on the issuance of all necessary governmental permits and the petitioners' failure to seek prompt injunctive relief. *Id.*

Similar to the claims brought in *Citineighbors Coalition*, *Riverkeeper and Weeks Woodlands Association*, Petitioners-Appellants' claims in this action are moot and so too is their appeal. Indeed, the Greenidge Respondents have already expended over $14.4 million and hundreds of man-hours in completing the Greenidge Project and performing the other requirements necessary for the resumption of operations at the Greenidge Station. *See* Irwin

Aff., ¶ 49. There are also eighteen employees of Greenidge Station, and their families, who would lose their good paying jobs, wages and benefits if the Facility were forced to stop operating now. *Id.* at ¶ 50. At every step of the way Petitioners-Appellants were fully aware that the Greenidge Project was moving forward. Still, Petitioners-Appellants delayed perfecting their appeal and failed to properly preserve the status quo rendering their instant appeal moot.

Here, Petitioners-Appellants failed to immediately seek a preliminary injunction or otherwise seek to preserve the status quo when the NYSDEC issued the Negative Declaration on June 28, 2016 – the key NYSDEC determination at the heart of Petitioners-Appellants' claims. Again, they failed to seek a preliminary injunction or otherwise seek to preserve the status quo when NYSDEC issued the final Title IV and Title V air permits on September 8, 2016 or even when the NYSPSC issued its Certificate approving construction of the pipeline on September 16, 2016, or critically, before NYSPSC issued its Notice to Proceed with construction on October 16, 2016 or when construction commenced on October 17, 2016. [R.18]. To the contrary, before moving for a preliminary injunction Petitioners-Appellants waited:

(1) six months from NYSDEC's issuance of the Negative Declaration;

(2) more than three and a half months from NYSDEC's issuance of the air permits authorizing in-plant construction activities and the resumption of operation of the Greenidge Station;

(3) almost four months from when NYSPSC issued its Notice to Proceed with construction of the Greenidge Pipeline; and

(4) over two months after construction commenced in a very open and notorious way.

There is no explanation for why Petitioners-Appellants did not expeditiously and promptly seek to prevent or even halt construction when they irrefutably had actual knowledge that the Greenidge Respondents were quickly moving forward with construction following receipt of all required approvals and, in fact, had commenced construction.[1] [R. 123] *see also* Certificate Order, [R. 153] ("It is the Pipeline Companies intent to commence construction soon after the Certificate is granted and all the appropriate permits and permission have been obtained."); *see also* Amended Petition, [R. 76] ("GGLLC held a groundbreaking ceremony for the repowering of the Greenidge Station on October 18, 2016"). Still, with no action taken by Petitioners-Appellants, the in-plant construction work commenced on October 17, 2016 in good-faith reliance on the NYSDEC's Amended Negative Declaration, the September 8, 2016 Title IV and V air permits, NYSPSC's Certificate issued on September 16, 2016 and the October 17, 2016 Notice to Proceed. [R. 218]; *see also Citineighbors*, 2. N.Y.3d at 729.

Not only did Petitioners-Appellants delay in seeking a preliminary injunction, they also sat back and waited months after the challenged approvals were issued, and after construction had commenced, to even file their action. [R. 21]. Petitioners-Appellants then waited almost another full week to actually serve their Petition on the Greenidge Respondents. [R. 137].

This failure to act promptly and lack of any efforts to maintain the status quo by Petitioners-Appellants has continued throughout this appeal. Following the trial court's Order and Judgment, dated June 13, 2017, Petitioners-Appellants filed their Notice of Appeal on July 19, 2017. [R. 3, 7]. Petitioners-Appellants then waited almost one year from the date of the

[1] Because of the winter weather conditions in Yates County, excavation and construction of a pipeline is extremely difficult during at least the months of January through March. [R. 216]. Significant efforts, therefore, were made to complete installation of the Greenidge Pipeline quickly. [R. 216-17]. In addition, a business incentive to complete the construction quickly existed so that a return on a very substantial investment could be recouped as soon as possible. [R. 217]. This was particularly true for the Greenidge Project because the regulatory approval process took an extended period of time and significant funds were expended by the Greenidge Respondents without any income being generated by the Greenidge Station in the interim.

lower court's Decision denying Petitioners-Appellants' request for a preliminary injunction and almost nine months to the day from when their filed their Notice of Appeal – until April 17, 2018 – to file their Brief and the Record on Appeal with this Court. Not only did Petitioners-Appellants voluntarily delay perfecting their appeal, they elected not to seek any injunctive relief immediately following the trial court's Decision or during the pendency of this appeal.

In terms of cost, from the time the respective agency approvals were issued until November 3, 2016 when Petitioners-Appellants served the Greenidge Respondents, the Greenidge Respondents spend over three million dollars on construction. [R. 19]; *see also* Irwin Aff., ¶ 38. Thereafter, due to risks associated with inclement weather, the business incentive to complete the construction, and potentially significant penalties from the construction company for halting and restarting work, and because no attempt was made by Petitioners-Appellants to secure a temporary restraining order or otherwise preserve the status quo, construction continued with full knowledge of Petitioners-Appellants with completion scheduled for January 2017. As of December 23, 2016, when Petitioners-Appellants finally elected to seek injunctive relief, approximately 80 percent of the Greenidge Project had been completed at a cost of $7,688,467. [R. 19]; *see also* Irwin Aff., ¶ 39.

Construction of the Greenidge Project was completed on or about March 1, 2017. Irwin Affidavit, ¶ 42; *see also* R. 393. By letter dated March 31, 2017, the Greenidge Respondents notified the lower court and parties that construction and some extensive testing had been completed and operations were set to resume. R. 393. Thereafter, in March and April 2017, the Greenidge Respondents completed several activities necessary to resume operations of the Greenidge Station, including extensive shakedown and testing of the boiler, generator, and other equipment. *Id.* at ¶ 46-47.

The Greenidge Facility resumed producing electricity to the electric grid in May 2017. *Id.* at ¶ 44. From May 2017 through April 2018, the Greenidge Station has generated electricity to the grid on 158.14 days (3,795.38 service hours), for a total of 207,563.14 megawatts of net actual generation. Irwin Aff., Exhibit C.

Between March 1, 2017 and April 30, 2018, the Greenidge Respondents spent approximately $1,500,000 on capital costs necessary for the resumption of Greenidge Station operations. *Id.* at ¶ 46. They also incurred other costs, such as approximately $2,308,817 spent on the wages and benefits for its eighteen employees that operate the Greenidge Station. *Id.* at ¶ 48.

In short, the cost to complete the Greenidge Project construction totaled $12,925,512. *Id.* at ¶ 25. Coupled with the other costs incurred in order to resume operations, the Greenidge Respondents have spent well over $14,400,000 since September 8, 2016 when NYSDEC issued the final Title IV and Title Air permits to Greenidge Generation. Irwin Aff., ¶ 49. With construction complete and operations resumed, construction cannot be undone without undue hardship to the Greenidge Respondents ,the landowners for the properties on which the pipeline has been constructed and Greenidge Station's eighteen employees who will lose their jobs. *See Citineighbors Coal.*, 2 N.Y.3d at 729; *Weeks Woodlands Assn.*, 95 A.D.3d at 753.

Accordingly, given the completion of construction and resumption of operations, the significant cost incurred by the Greenidge Respondents, and Petitioners-Appellants' failure to promptly seek injunctive relief from the lower court or at all from this court, Petitioners-Appellants' appeal is moot and should be dismissed in its entirety.

CONCLUSION

Based on the foregoing, the Greenidge Respondents respectfully request that the Court dismiss this appeal for mootness.

DATED: June 22, 2018

BARCLAY DAMON LLP

By: Yvonne E. Hennessey
Yvonne E. Hennessey

Attorneys for Respondents-Respondents Greenidge Generation, LLC, Greenidge Pipeline, LLC, Greenidge Pipeline Properties Corporation and Lockwood Hills, LLC
80 State Street
Albany, NY 12207
Telephone: (518) 429-4293

TO: Mark W. Bennett, Clerk of the Court
Appellate Division, Fourth Department
M. Dolores Denman Courthouse
50 East Avenue
Rochester, NY 14604

Rachel Treichler, Esq.
Attorneys for Petitioners-Appellants
7988 Van Amburg Road
Hammondsport, NY 14840
treichlerlaw@frontiernet.net

Richard J. Lippes, Esq.
Attorneys for Petitioners-Appellants
1109 Delaware Avenue
Buffalo, NY 14209-1601
rlippes@lippeslaw.com

Claiborne E. Walthall, Esq.
Attorney for State Respondents
The Capitol
Albany, New York 12224
Claiborne.walthall@ag.ny.gov