Phillips Lytle LLP

Earth Matters

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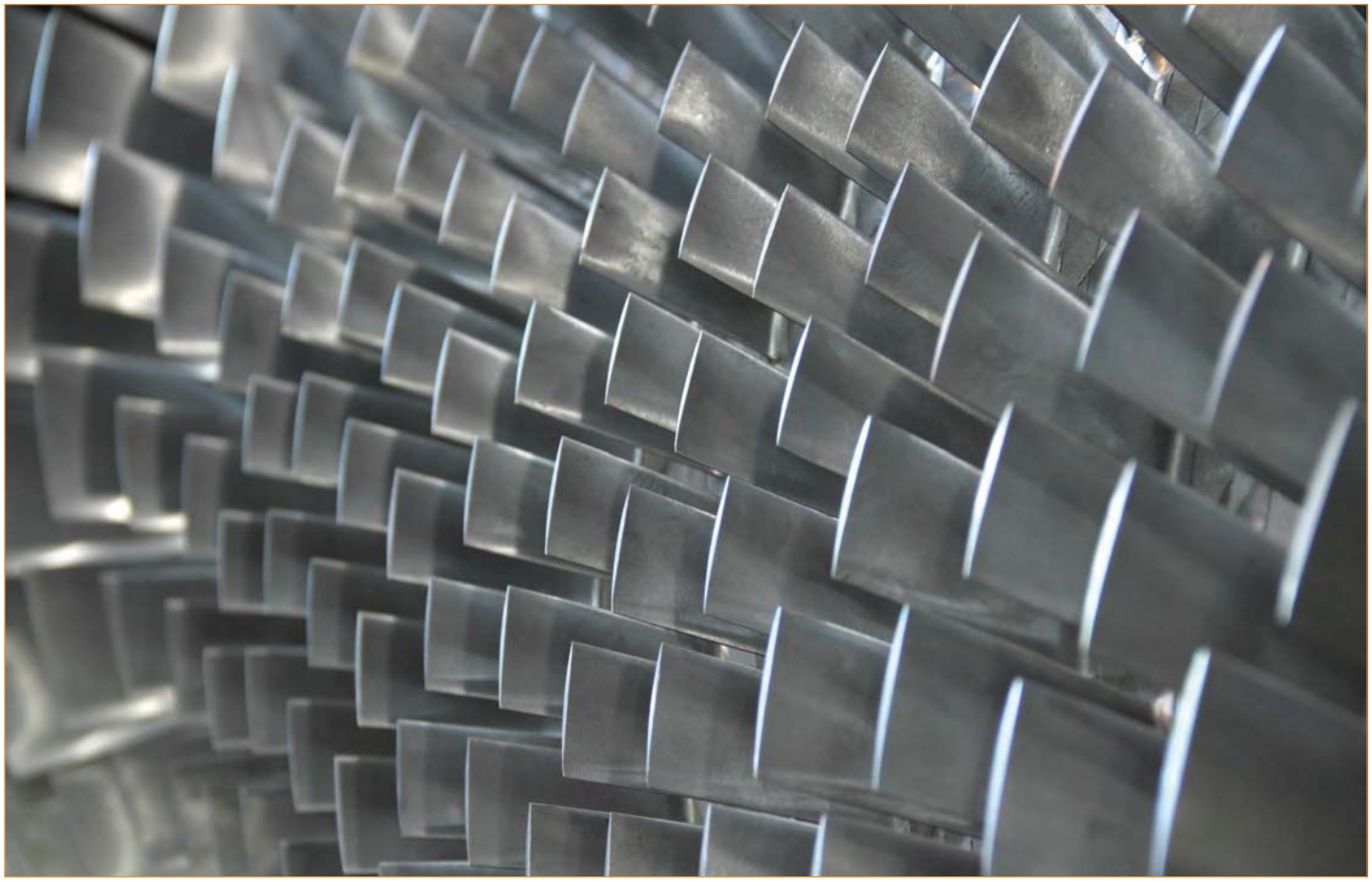
AN ENVIRONMENT & ENERGY REPORT FROM PHILLIPS LYTLE

Updated Siting Process for Power Plants in New York



New York has once again changed the regulatory landscape for major electric generating facilities, with a goal of streamlining review and ensuring the availability of reliable energy sources. Article X of the Public Service Law, which had expired eight years earlier, was reauthorized and amended on August 4, 2011. The revised Article X continues to be a one-stop licensing process for the siting of new power plants, by consolidating power plant licensing under the Public Service Commission and exempting such plants from State Environmental Quality Review Act (SEQRA) requirements and most local laws.

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The new Article X siting law applies to all proposed power plants with a nameplate capacity of at least 25 megawatts (MW), including renewable energy projects, as well as to the expansion of existing facilities by more than 25 MW. Exemptions from Article X are limited to those facilities under federal jurisdiction, normal repairs and maintenance of a facility, and facilities constructed on industrial land with an output dedicated solely to on-site industrial purposes. Notably, the new law lowers the threshold of applicability to any electricity generating facility with a nameplate rating of 25 MW, down from 80 MW in the original law. This may benefit renewable energy development in particular, as it will facilitate the installation of solar panel grids and wind farms that tend to be smaller in size and fall within this 25 MW to 80 MW range.

The process for obtaining a "certificate of environmental compatiblity and public need" authorizing the construction of a major electric generating facility is similar to the SEQRA process, by requiring extensive analysis of environmental impacts and reasonable alternatives and providing opportunities for public and agency involvement. A certificate will be granted if the applicant demonstrates that the facility will beneficially add or substitute capacity in the State, minimize or avoid adverse environmental or disproportionate impacts, and comply with all state and local laws and regulations (unless such laws and regulations are unduly burdensome).

Regulations recently adopted by the New York State Department of Environmental Conservation (NYSDEC) implement provisions of Article X requiring evaluation of environmental justice concerns and air quality impacts. First, NYSDEC adopted carbon dioxide emission limits for power plants that are subject to Article X. 6 NYCRR Part 251. According to NYSDEC, those limits should be met by new combined cycle combustion turbines, fossil fuel-fired boilers, certain stationary internal combustion engines, and simple cycle combustion turbines. Other facilities not listed in the regulations will have to propose and meet a case-specific emission limit for carbon dioxide. NYSDEC also adopted requirements for analyzing environmental justice issues associated with the siting of a power plant. 6 NYCRR Part 487. The applicant must analyze the area surrounding the proposed project to determine whether it includes an "environmental justice area" containing a minority or low-income community that may already bear a disproportionate share of environmental impacts. If so, the application must include an analysis of environmental impacts to that area resulting from the plant's construction and operation (including impacts to air quality), and measures to avoid, offset or mitigate such impacts.

The Act reauthorizing Article X also included a provision requiring the New York State Energy Research and Development Authority to conduct a study on how to increase energy generation from photovoltaic devices in New York. The goal is to generate 2500 MW of solar energy by 2020 and 5000 MW by 2025.

The new carbon dioxide regulations pile on to the mounting realities that discourage new coal-fired power plant development, and even continued coal-based electricity generation, in New York. NYSDEC has designed the carbon dioxide limits to prevent the construction of new coal-fired facilities unless they utilize carbon capture and sequestration, which continues to remain cost prohibitive on a commercial scale and likely would face considerable public opposition. Moreover, the continued decline in natural gas prices and rise in coal prices have compromised continued operations of existing coal-fired facilities. For instance, the coal-fired power plant in Dunkirk, New York has already begun the mothballing process, with only a portion of the plant to remain available to maintain system reliability. In addition, the AES Somerset coal-fired plant and five other AES plants across New York have gone into bankruptcy protection. Thus, the phase out of electricity generated from coal is likely to facilitate development of additional renewable energy facilities and further support for Marcellus Shale gas extraction in New York.

If you would like to learn more about Article X, contact Susan M. Marriott, Associate in the Phillips Lytle Energy and Environment Practices, at (716) 504-5778 or smarriott@phillipslytle.com. ■

Sustainability in Leasing Series – Part I: The Green Rider

We recently had the privilege of drafting a first of its kind *Green Rider* for a national lending institution for use with its branch leases throughout the United States and Canada. The Rider was drafted broadly from a national tenant's perspective, so as to be read within the context of an existing landlord lease form. Our goal was to put together a comprehensive sophisticated document to serve as a source of key provisions that the business decision-maker at the client could review, choose from, and tailor to the specific project at hand.

In an ideal world, landlords and tenants would have perfectly aligned sustainability goals. In reality, often their goals are not aligned, as landlords tend to bear the brunt of the initial capital costs, while tenants tend to reap most of the long-term benefits in energy savings. The following considerations are just the beginning of a myriad of issues and concerns that should be addressed when one considers implementing sustainability goals in a lease.

DIVIDING THE DUTIES

The Green Rider should appropriately divide sustainability obligations and allocate key risks between landlord and tenant. While the most costly obligations associated with sustainability, such as retrofitting, benchmarking and certification, will fall on the landlord, sustainability is not without its own costs and obligations for tenants. Sustainable tenants should be prepared and budget for the additional costs and obligations that may not normally be imposed on a traditional tenant, such as increased capital contributions and the engagement of sustainability consultants.

TO LEED OR NOT TO LEED?

Whether the leased premises, the building, or both, will be LEED Certified is a critical issue that the landlord and tenant should discuss very early in the leasing process. Unless the parties have agreed on obtaining a certain level of LEED Certification, the Green Rider should provide optional language on LEED Certification that also provides timelines and benchmarks to measure the progress of certification attainment.

TAILORING THE RIDER

In a typical lease transaction, property type affects key lease items, such as rent structure and lease incentives. In a sustainability context, property type is even more important, and the feasibility of each sustainability measure should be considered based on the type of property involved.

For example, a triple net lease in a to-be LEED Certified office tower may involve a heavily negotiated certification and indemnification provision, while a gross rent in-line shopping center lease may focus on the capital contribution provision.

The Green Rider should also be tailored to the specific landlord party involved, which could range from a sophisticated shopping center developer to a small business owner. The client's business decision-maker should choose Green Rider provisions depending upon the size, capabilities and mind set of the particular landlord in question.

OPTIONAL VS. ABSOLUTE TERMS

In certain cases, the parties may want a particular sustainability goal to be an aspiration and, in other cases, the obligation must be drafted in absolute terms. In the aspirational case, the drafter should consider using language such as "endeavor to" or "use good faith reasonable efforts to obtain", with limited repercussions if the goal is not met. Alternatively, when the deal requires that a particular requirement be absolute, the Green Rider should provide that failing to comply is a default, and seek indemnification for such a failure.

This article is the first part of a Sustainability in Leasing Series designed to assist commercial landlords and tenants with implementing green leasing practices by providing practical insight and solutions. The next installation in the series is: *Sustainability in Leasing – Part II: The Green Lease Policy Statement & Practical Solutions to Implementing Green Goals* and is featured below in this newsletter.

Questions can be directed to Inshirah A. Muhammad, Associate in the Phillips Lytle Environment and Real Estate Practices at (212) 508-0465 or imuhammad@phillipslytle.com. ■

Sustainability in Leasing Series – Part II: The Green Lease Policy Statement & Practical Solutions to Implementing Green Goals

An operational policy document drafted by key company officers, a Green Lease Policy Statement should define the company's long and short term sustainability goals as they relate to its owned and leased locations and set out the preferred practices that the company will use to meet those goals. Ideally, the Policy Statement should correspond to an acceptable measurement and verification standard or rating system, such as LEED Certified or EnergyStar®. Decisions about certification should be made very early in the process. At the end of this article there is a sample Green Lease Policy Statement that corresponds to LEED 2009 for Retail: Commercial Interiors©, which can be modified to fit your company's sustainability goals.

As sustainability practices increase in use and popularity amongst landlords and tenants, it is becoming clear that the parties will have to work closely together to meet their sustainability goals. A landlord seeking LEED certification for its building will want all of its tenants operating efficiently and following LEED guidelines in order to prove the building's compliance. Tenants seeking LEED certification for leased space will not be able to obtain certain credits without their landlords' consent and cooperation.

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"Sustainability in Leasing Series – Part II: The Green Lease Policy Statement & Practical Solutions to Implementing Green Goals" continued from page 5

Here are a few practical solutions that landlords and tenants can discuss and implement to help meet each other's green lease goals:

- Consider creating LEED pre-certified prototype designs that are energy-efficient and, ideally, improve employee satisfaction, reduce construction time, and cost less than traditional designs. The tenant should ensure that the landlord's approval of its prototype plans will not be unreasonably withheld. The landlord should ensure the improvements remain a part of the premises in order to reap the benefit of owning a green space long term.

- Consider standardizing green leases and construction contracts. This keeps costs down and ensures uniformity with respect to achieving a green space. Landlords and tenants can draft green lease riders for use in green buildings or create a green cleaning contract for use with local cleaning contractors. Leases and construction contracts should reflect the preferred use of low-emitting and non-toxic products and materials.

- Consider sharing the costs of installing sub-meters for locations where utilities are paid through Common Area Maintenance (CAM) charges or gross rent. This incentivizes tenants to keep energy usage in check and gives landlords more accurate measurements of building energy usage data. Additionally, ensure that the building is not wasting energy by including a lease covenant to not operate outside of the hours of operation or on weekends or holidays.

- Consider a lease obligation that any service included in CAM or operating charges must improve the sustainable rating of the building, such as retro-commissioning in addition to routine HVAC repairs, green cleaning rather than cleaning with toxic products, recycling in addition to trash removal services, and sustainable landscaping with native plants that survive on natural rainfall rather than costly spray-irrigation.

- Consider implementing lighting design changes that save energy consumption without sacrificing visual appeal, such as by replacing existing bulbs with high efficiency options, reducing the number of lamps in pendants, and using different luminaries to house lower-wattage lamps. These types of efficient designs could save energy usage costs by up to 30% annually; however, without audit rights and reconciliation, gross rent tenants have little incentive to use efficient designs.

- Consider investing in efficient cooling equipment, such as multi-stage air volume packaged rooftop units that enable the HVAC system to match output with demand, which in turn conserves power. Such an HVAC system could reduce energy use by 65% and could have a payback period of 2 years or less depending on the energy model. Since landlords may require that such improvements remain part of the premises at the end of the term, tenants who incur the initial capital costs should ensure that any improvement allowance sufficiently accounts for the eventual change in ownership.

By communicating their policies early on, drafting leases that reflect their intentions, and working together during the term, landlords and tenants are much more likely to align their sustainability goals and successfully collaborate to implement them.

SAMPLE GREEN LEASE POLICY STATEMENT

GENERAL POLICY: The Company has adopted a sustainability policy regarding its leasing strategies and will adhere to the following practices to the extent financially feasible. The Company has designated LEED 2009 for Retail – Commercial Interiors© as the primary rating system used in connection with its leases. The Company will endeavor to:

- Continually assess the entire real estate portfolio and the feasibility of each sustainable goal based on project budget, lease type, location, and parties involved.
- Conduct routine financial and energy data analysis to assess energy efficient practices.
- Create a preferred network of consultants, attorneys, vendors and service providers that have expertise in sustainable practices.

SITE SELECTION POLICY: The Company will evaluate every new leased site's overall sustainability performance and select sites that are already LEED Certified (5 points) or that have conditions that would count towards LEED Certification, such as a brownfield redevelopment site (1 point), sites with reflective or green roofs (1 point), or buildings that supply at least 2.5% of the building's own energy with onsite renewable energy (1 point).

WATER EFFICIENCY POLICY: The Company will reduce aggregate water use by 20% and annual water costs by 15%, by increasing its water efficiency. When conducting a build-out of a leased space, the Company will use efficient-flow bathroom and kitchen fixtures. After usage reductions reach 20%, the Company will continue to aim for reductions of 30% (6 points), 35% (8 points), and 40% (11 points) in building water usage and process water consumption.

ENERGY & ATMOSPHERE POLICY: The Company will work with landlords during the first year of the lease term to develop and implement a commissioning plan for HVAC, lighting and water systems to ensure compliance with LEED energy efficiency standards. No chlorofluorocarbons (CFC)-based refrigerants will be used. The Company will reduce lighting density by 15% (1 point) to 35% (5 points), install daylight controls or occupancy sensors (1 point), and ensure that 70% (1 point) to 90% (4 points) of its appliances, equipment and electronics are EnergyStar.®

MATERIALS & RESOURCES POLICY: The Company will conduct a waste stream study across its leased locations to determine its top recyclable waste streams by either weight or volume, and will work with landlords to provide an easily accessible area dedicated to the separation, collection and recycling of the top three waste streams. The Company will enter into leases for a minimum of 10 years (1 point). Any tenant improvements will reuse at least 40% (1 point) to 60% (2 points) of the existing interior walls, flooring, and ceiling systems.

INDOOR ENVIRONMENTAL QUALITY POLICY: The Company will work with landlords to ensure that its leased locations meet established minimum indoor air quality standards. To promote occupant comfort and well-being, leased locations will use naturally ventilated spaces (1 point) and conduct air testing prior to occupancy (1 point). The Company will require its contractors to use low-VOC emitting, adhesives, sealants, paints, coatings and flooring (1 point each).

This article is the second part of a *Sustainability in Leasing Series* designed to assist commercial landlords and tenants with implementing green leasing practices by providing practical insight and solutions. The next installation in the series is: *Sustainability in Leasing – The Green Request for Proposals & Due Diligence Checklists.*

Questions can be directed to Inshirah A. Muhammad, Associate in the Phillips Lytle Environment and Real Estate Practices at (212) 508-0465 or imuhammad@phillipslytle.com. ■

Save the Pine Bush Revisited: Appellate Court Provides a Common Sense Limitation

In the August 2010 issue of *Earth Matters*, we reported on the Court of Appeals' decision in *Matter of Save the Pine Bush v. Common Council of City of Albany*, 13 N.Y.3d 297 (2009) ("*Save the Pine Bush*"), which liberalized the standing requirement for litigants who sought to challenge a determination of a state or local agency under the State Environmental Quality Review Act (SEQRA). Prior to *Save the Pine Bush*, litigants generally had to reside very near, if not adjacent to, the proposed project in order to show the necessary "harm" to establish standing to sue (in plain English, its right to sue). *Save the Pine Bush* broadened the standing rule to allow lawsuits by litigants who may be able to demonstrate harm by showing that they use a particular resource more than the general public. (For example, in *Save the Pine Bush*, the petitioners alleged that they used the Albany Pine Bush to "study and enjoy the unique habitat found there," so that they had standing to challenge the SEQRA review for a nearby hotel project). *Save the Pine Bush*, 13 N.Y.3d at 305. Exactly how far *Save the Pine Bush* will liberalize standing requirements remains an open question to be resolved as future courts apply *Save the Pine Bush* to the facts before them.

The Appellate Division, Third Department, provided at least one common sense limitation on *Save the Pine Bush* in the recent case of *Matter of Finger Lakes Zero Waste Coalition, Inc. v. Martens*, 95 A.D.3d 1420 (3d Dep't 2012) ("*Zero Waste*"). Essentially, *Save the Pine Bush* will not apply where there is no allegation of harm to an impacted environmental resource used by the challenger.

In *Zero Waste*, the petitioner challenged the New York State Department of Environmental Conservation's modification of the existing operating permit for the Ontario County Landfill to allow for a soil borrow area. For purposes of standing, Zero Waste relied on one of its members whose property was located approximately 4,000 feet away from the soil borrow area. *Zero Waste*, 95 A.D.3d at 1421-22. The Supreme Court, Albany County (Devine, J), dismissed the petition for lack of standing. On appeal, Zero Waste relied on *Save the Pine Bush* to support its claim of standing. In rejecting that argument, the Third Department clarified the applicability of *Save the Pine Bush*, stating that:

> **"THE COURT OF APPEALS DID NOT REMOVE THE REQUIREMENT THAT A MEMBER OF THE ORGANIZATION SEEKING STANDING EXPERIENCE ACTUAL HARM, BUT, RATHER, HELD THAT SUCH HARM CAN BE PROVEN BY A DIRECT INTERFERENCE WITH AN INDIVIDUAL'S ABILITY TO EXPERIENCE AND ENJOY A NATURAL RESOURCE, EVEN IF THAT INDIVIDUAL DOES NOT LIVE IN CLOSE PROXIMITY TO THAT RESOURCE, SO LONG AS THE INDIVIDUAL CAN DEMONSTRATE THAT HE OR SHE REGULARLY USES THE AREA TO BE IMPACTED."**
>
> ***ZERO WASTE*, 95 A.D.3D AT 1422 N.1.**

Since Zero Waste had not alleged that its members "used" the Ontario County Landfill in the sense of an "environmental resource," it could not rely on *Save the Pine Bush* to establish standing. *Zero Waste* is a useful precedent for project developers and permitting agencies to answer the increasingly common claim that *Save the Pine Bush* eliminated the requirement to plead and prove direct injury.

This article was written by Thomas F. Puchner, Associate in the Phillips Lytle Energy and Environment Practices. Questions pertaining to this article, or any other Environment or Energy matter, can be directed to Tom at (518) 472-1224 ext 1245 or tpuchner@phillipslytle.com. ■

New Legislation Should Promote Cell Tower Improvements

Effective February 22, 2012, Congress passed new legislation that precludes state and local governments from denying, and directs them to approve, modifications to existing wireless towers or base stations that do not substantially change the physical dimensions of the tower or base station. Section 6409(a)(2) of the Middle Class Tax Relief and Job Creation Act of 2012 covers requests for modification that involve: (A) collocation of new transmission equipment; (B) removal of transmission equipment; or (C) replacement of transmission equipment.

This legislation is a step forward in facilitating the deployment of wireless telecommunications services by ensuring state and/or local approval of modifications that do not effect a substantial change to the tower or base station. By enacting Section 6409, Congress preempted nearly all local and state authority over cell site modifications.

Beyond any direct challenges to the legality of Section 6409, the success of the provision in streamlining deployment of wireless services will depend on how courts interpret the numerous terms and clauses in the new law. Section 6409(a) does not override local zoning authority for new builds or if modifications to existing sites substantially change the dimensions of the tower or base station. Section 6409(a) also does not appear to preclude state or local authorities from creating some delay for covered modifications, by requiring an application and permit process for administrative review, even if approval of the modification request is still mandatory.

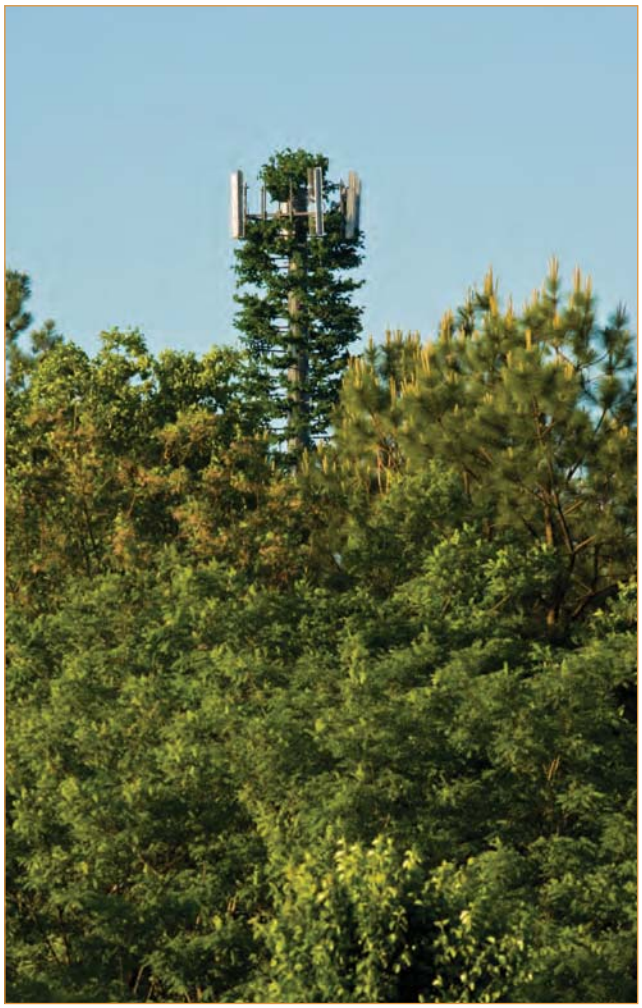
Section 6409 is a key change in federal telecommunications law. How broadly the law will be interpreted to preempt state and local governments from interfering with cell site modifications remains to be seen.

Questions about this new legislation can be directed to Morgan G. Graham, Partner in the Phillips Lytle Environment and Energy Practices, at (716) 847-7070 or mgraham@phillipslytle.com. ■

Phillips Lytle Succeeds in Overturning a Zoning Denial for a Client

Earlier this year, Phillips Lytle successfully challenged a Town's denial of a client's application for a zoning use variance to construct and operate a wireless telecommunications tower within a privately-owned, large rural wooded lot.

The client had sought a use variance from the Town's Zoning Board of Appeals ("ZBA"). The client agreed to disguise the tower to look like a pine tree, and demonstrated that the tower would not be visible from most vantage points within the surrounding community. In the few locations where it would be visible, only the top portion of the disguised "monopine" could be seen above the surrounding tree line. With the assistance of three different experts, the client also demonstrated that eleven alternative locations suggested by the Town either were not capable from a technical perspective of providing the needed cell coverage to fill the coverage gap, or would be substantially more visible (and thus cause even greater visual impacts on the surrounding community) than the proposed facility.



Nevertheless, after three lengthy public hearings, and following the client's submission of multiple expert reports, the ZBA rejected the application. Although the ZBA conceded that the proposed facility would not cause any negative environmental impacts, it nevertheless denied the application primarily based on the opposition of a single neighbor who lived near the proposed site.

Phillips Lytle challenged that denial under a Federal Telecommunications Act of 1996 (the "TCA") on grounds that the ZBA's decision was not supported by substantial evidence in a written record and, as a result, the ZBA was effectively prohibiting the provision of wireless telecommunication services in the surrounding area. The Court agreed with Phillips Lytle's challenge, and ordered the Town not only to promptly approve the client's zoning use variance, but also grant and issue all other permits that might be required by the client to construct and operate its telecommunications facility. The Court rejected the ZBA's attempt to justify its denial by relying on reasons that had not been included in its written decision. In addition, although a ZBA can reject an expert's analysis that is submitted in support of an application, the Court concluded that the ZBA nevertheless was required to rely on objective analysis for its denial, and subjective opinions and complaints from neighbors were not enough. Moreover, a single neighbor's complaints about the aesthetics of a proposed facility did not constitute substantial evidence sufficient to justify the denial.

Although denials of Zoning Board variances for proposed telecommunications towers are not uncommon, until now it was relatively rare that a telecommunications service provider successfully challenged such a denial under the TCA. This decision, which was not appealed by the Town, creates strong precedence that should guide zoning boards and telecommunication service providers alike with regard to future zoning applications for cell towers, particularly when a service provider has selected an appropriate location and design to maximize coverage and minimize visual impacts.

If you would like more information about Land Use & Zoning law, contact Kevin M. Hogan, Partner and Team Leader of the Phillips Lytle Environment Practice at (716) 847-8331 or khogan@phillipslytle.com, or Adam S. Walters, Partner and Lead Attorney in the Land Use & Zoning practice area at (716) 847-7023 or awalters@phillipslytle.com. ■

Spotlight

PHILLIPS LYTLE LLP RECOGNIZED BY CHAMBERS USA 2012 FOR EXCELLENCE IN ENVIRONMENTAL LAW FOR THE FOURTH YEAR IN A ROW

Phillips Lytle LLP has been included in *Chambers USA 2012: America's Leading Lawyers for Business* for outstanding expertise in Environmental Law. This is the fourth consecutive year the firm's Environmental Practice Group has been cited for excellence.

In recognizing the firm's environmental legal work, clients interviewed by *Chambers* noted the team as being "perfect in timing and application," as well as being "proactive, available and very reliable."

In addition, two partners in that group, David P. Flynn and Morgan G. Graham were once again cited for exemplary individual work.

"Being selected to the annual *Chambers* list is extremely rewarding, and having our Environmental practice cited a fourth time is a real honor. Additionally, the two individual rankings speak volumes about the talents and caliber of the legal services provided by our attorneys," said David J. McNamara, Phillips Lytle's Managing Partner.

Considered the most widely-used legal directory by in-house counsel for retaining outside counsel, *Chambers* is released annually by U.K. publisher Chambers and Partners, and is based on extensive independent research and interviews with firm clients and peer lawyers worldwide.

PHILLIPS LYTLE LLP WELCOMES THOMAS F. PUCHNER TO ITS ENVIRONMENTAL PRACTICE GROUP

Phillips Lytle is pleased to announce that Thomas F. Puchner has joined the firm as an associate in its Albany office.

Mr. Puchner focuses his practice on environmental law, including permitting and compliance matters regarding RCRA and other complex environmental regulatory programs; environmental clean-up and brownfield programs and related matters under federal and state Superfund statutes; New York's Navigation Law (petroleum spills); environmental impact reviews, including SEQRA and NEPA; and land use and zoning matters.

Mr. Puchner has worked extensively on environmental impact reviews for large scale infrastructure and private development projects. He has broad experience assisting clients with environmental regulatory issues with the New York State Department of Environmental Conservation including, in particular, proposed regulations for natural gas development in New York's Marcellus Shale. Mr. Puchner also has significant experience counseling clients in the oil and gas industry, as well as with related litigation.

Also in the energy sector, Mr. Puchner has experience with SEQRA review for wind energy projects, and has assisted intervenors in hydropower licensing proceedings with the Federal Energy Regulatory Commission.

He received his B.A. from University of Vermont and his Master of Studies in Environmental Law (M.S.E.L.), *magna cum laude*, and J.D., *magna cum laude*, from Vermont Law School.

PHILLIPS LYTLE'S RENEWABLE ENERGY POST CELEBRATES ITS ONE-YEAR ANNIVERSARY

On March 4, 2011, Phillips Lytle launched its first targeted practice area blog—"The Renewable Energy Post." Since its creation, attorneys in the Environmental Practice Group have focused on topics such as Marcellus Shale Gas, Post-Tax Credit "Incentive" for Renewable Energy Development, New York's Solar Jobs Act, and most recently, Shale Gas Development in New York.

The Renewable Energy Post can be found on Phillips Lytle's website under the Energy Practice Group page, by visiting the following link: http://www.renewableenergypost.com/, or on The LexBlog Network. ■

Phillips Lytle is a national leader in environmental and energy law. Our extensive and successful history of representing a wide range of clients spans decades and includes *FORTUNE 200* companies that regularly rely on us for assistance with environmental issues. Our rich history of progressive environmental representation has enabled our Environment and Energy practices to evolve into some of the most sophisticated practices in the state and nation. Our environmental experience includes innovative brownfield redevelopment, comprehensive Environmental Impact Review, regulatory compliance and permit management, transactional advice and litigation in all courts and administrative proceedings.

Phillips Lytle LLP

For additional information or advice, please contact one of our Environment and Energy attorneys listed below.

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