

From: [Diana Quast](#)
To: [Maura Weissleder](#)
Subject: Fwd: Comments on the new version of the Solar Law
Date: Saturday, September 6, 2025 11:49:59 AM

Sent from my iPhone

Begin forwarded message:

From: Kopstein Jay <jkopstein@yahoo.com>
Date: September 6, 2025 at 10:00:53 AM EDT
To: Town Clerk <townclerk@yorktownny.gov>
Subject: Comments on the new version of the Solar Law

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The Town Board enacted a “Moratorium” on the installation or creation of new Large Scale Solar Energy Systems. The language is immediately below.

“Section IV. Moratorium. No special permits or site plans permitting the construction, establishment and/or operation of any additional or new Large-Scale Solar Energy Systems which are not currently in existence or operation at the time of the enactment of this section shall be issued by the Town of Yorktown within any zone within the Town of Yorktown, from the effective date of this local law until March 31, 2025. Notwithstanding the foregoing, special permit and site plan applications for Large-Scale Solar Energy Systems may be reviewed by the Town of Yorktown if an applicant signs a moratorium acknowledgment, in a form approved by the Town Attorney, that confirms the applicant is aware of the moratorium, is processing its application at the risk of the applicable regulations being changed, and assumes the consequences of such risk.”

The waiver requirement in the “Moratorium Law states, “Notwithstanding the foregoing, special permit and site plan applications for Large-Scale Solar Energy Systems may be reviewed by the Town of Yorktown if an applicant signs a moratorium acknowledgment, in a form approved by the Town Attorney, that confirms the applicant is aware of the moratorium, is processing its application at the risk of the applicable regulations being changed, and assumes the consequences of such risk.”

Regarding the “risk” warning in the “waiver” two developers continued to invest in their Large-Scale Solar Energy System projects. **Did they know something that we did not know?**

The Solar Law draft #2 stated, *“F. Approval standards for large-scale solar systems as a main use permitted by special permit. (1) Large-scale solar energy systems are prohibited in residential districts but permitted through the issuance of a special use permit within all other zoning districts, subject to the requirements set forth in this section, including site plan approval. Large scale solar energy systems are not permitted as a sole, principal use on properties within nonresidential zones.”*

Regarding the prohibition of *“Large-scale solar energy systems are prohibited in residential districts...”*, the two developers continued their investments in these projects. **Did they know something that we did not know?**

The new draft Solar includes a “Grandfathering” clause, why? One Town Board member stated that the developers should not be penalized for their investments. This is a nonsensical statement in that they were advised many times that their investments would be in jeopardy if the “prohibition” were put in place, and they or their representatives signed a “waiver” to that effect.

“L. Grandfathering. Notwithstanding anything to the contrary in this § 300-81.4, the prohibition on Large-scale solar energy systems in residential districts shall not apply to the projects proposed in special use permit applications for Jacob Road Solar and Dell Avenue (“Grandfathered Projects”), but only if the Grandfathered Projects: (1) which are Community Solar projects, commit to providing Yorktown residents a 90 day period to enroll, prior to the potential for enrollment of non-Yorktown residents; and (2) sign a deed restriction to be recorded against the property that prohibits the further development of the land (including by way of battery energy storage systems), and waives any right it has to apply for or develop any battery energy storage systems on the subject Section III.”

Enacting the “Grandfathering” clause in the new Solar Law is akin to bestowing a gift upon the two developers at the expense of the Town and a detriment to its citizens. **Did the two developers know something that we did not know?**

The “Grandfathering” clause should be excised!!!!!!!!!!