

UNDERWRITING BULLETIN

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NY000331

Date: November 7, 2007

To: All New York State Office Counsel, Managers and Agents

From: Harold Boxer, Vice President and Senior Agency Counsel

Re: Westchester County Well Testing Law

Local Law No. 7, adopted May 23, 2007, will go in to effect for all contracts entered into after November 19, 2007.

The law applies to property that is sold, property that is leased, and to all new wells that are installed.

The law is applicable only to wells that provide potable water.

Upon signing of a contract by both buyer and seller, seller is obligated to have a test done within 10 days of the execution of the contract. Five days after receipt of the results, the seller shall send them to the buyer. Both seller and buyer must acknowledge receipt of the results in writing, and further state they have reviewed the results.

The law lists parameters for which contaminants to test. Primary parameters are bacteria/total chloroform, nitrates, arsenic, lead, primary organic contaminants, vinyl chloride and MTBE.

Should the property fail the test, there are three options:

1. the seller may correct the condition
2. the seller may cancel the transaction
3. the seller and purchaser can agree, in writing, that the purchaser will correct the condition within 60 days of closing, or as soon as practicable.

In the case of a lease, the well must be tested by November 19, 2008. The test must be performed within 12 months of the property becoming subject to a lease. Thereafter, the property must be tested every 5 years.

The law contains the method for collecting the sample, which must be done by an employee of a certified lab. The County will be developing a list of certified labs.

The law can be accessed at:

<http://www.westchestergov.com/health/Laws/PrivateWellWater/PrivateWellTestingLegislation.pdf>

References:

Bulletins Replaced:	None
Related Bulletins:	None
Underwriting Manual:	None
Exceptions Manual:	None
Forms:	None
Attachments:	None

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