



OLD HOUSE, NEW PROBLEMS!
NEW MUNICIPAL SEARCH
ISSUES INDIDE AND OUT

Hosted by All New York Title Agency, Inc.

Presenters:

Joseph S. Petrillo, Esq.

John M. Martin, Esq.

Tyler H. Gablenz, Esq.



JOSEPH S. PETRILLO, ESQ.
President
All New York Title Agency

With over 40 years of legal experience in title insurance and real property law, Joe has coordinated, cleared, and closed many complex, sophisticated transactions.

In addition to being a principal of All New York Title, Joe has held positions in the title industry as VP Regional Counsel, as Claims Counsel and Vice President/New York area manager for a major title insurance underwriter. Joe was active in the formation of the Title Insurance Rate Service Association (TIRSA) of NY State serving as its first President and contributed to developing the policies and procedures in the current TIRSA rate manual.

Prior to his involvement with the title industry, Joe was involved in preparing and submitting condominium and cooperative offering plans, bank closings, real estate acquisitions, construction financing and many other real property matters including multi-state and shopping center transactions.

He is a member of the Bar Associations of New York and Virginia, is a former Vice President and Executive Committee member of the New York State Land Title Association (NYSLTA) and currently sits on the Board of Directors of the New York State Association For Affordable Housing (NYSFAFH)



JOHN M. MARTIN, ESQ.
VP & General Counsel
All New York Title Agency

John M. Martin, Esq. is vice president and general counsel at All New York Title Agency, Inc. He has over 38 years legal experience in title insurance and real property matters. His responsibilities involve the legal operation of the company from review of routine title issues to closing the most complex commercial transactions.

Mr. Martin has handled the title insurance for numerous affordable housing matters involving the City of New York, including HPD, HDC, and NYCHA, the State of New York, including HFA, HCR and SONYMA, as well as many local and county housing agencies throughout New York. These affordable housing transactions involved non-profits, faith-based organizations as well as for-profit developers totaling hundreds of millions of dollars resulting in many thousands of new or rehabilitated housing units across the City and State of New York. Most of these matters involved complex financing including tax credits and state or city agency bonds and regulatory agreements.

John has chaired the Law Committee of New York State Land Title Association and served for 10 years as Chair of the Westchester County Bar Association's Real Property Section. Prior to All New York Title, Mr. Martin held positions in the title industry as claims counsel, New York and New Jersey state counsel and vice president of operations for a major title insurance underwriter.



TYLER GABLENZ, ESQ.
Vice President
Senior Underwriting Counsel
All New York Title Agency

Since joining All New York Title in 2015, Tyler has focused his work on identifying and resolving title issues for both the residential and commercial branches of the business. His responsibilities include preparing and reviewing title reports, assisting clients and attorneys with clearing title issues and serving as escrow agent for complex commercial closings.

Prior to joining All New York, Tyler gained experience in real estate transactions working for a top real estate law firm in Connecticut, while attending Quinnipiac University School of Law.

Tyler earned a law degree from Quinnipiac University School of Law in 2015 and was admitted to the New York State Bar in 2016.



NY ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE INSURANCE COMPANY, a New York corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.

Countersigned by:

Authorized Countersignature

ALL NEW YORK TITLE AGENCY, CORP.

Company Name

222 Bloomingdale Road
Suite 306
White Plains, NY 10605

City, State



John Frates
President and General Counsel

David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 433-0014 or visit www.stewart.com/new-york. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACAPSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

- i. the Amount of Insurance; or
- ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, nonappealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Stewart Title Insurance Company; Attention: Claims Department, 2 Grand Central Tower, 140 East 45th Street, 33rd Floor, New York, NY 10017.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.

c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*

d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



TAX SEARCH

The unpaid taxes, water rates, assessments and other matters relating to taxes that are properly filed and indexed as liens as of the date of this search are set forth below. This search does not include any item that has not become a lien through the date of this search nor does it include installments due after the date of this search. This search does not cover any part of streets that the above captioned premises abut. If the tax lots reported cover more or less than the premises under examination, this fact will be noted herein. In such cases, the interested parties should take the necessary steps to make the tax map conform to the property description to be insured.

March 6, 2025

Title #:		Assessed to:	
Premises:			
County:	Rockland	School District:	South Orangetown CSD
Town:	Orangetown	Village:	None
SWIS:		Building Class:	220 - Two Family Residence
Section:		Acreage:	0.29
Block:		Assessed Value:	Land: 57,600 - Total: 172,800
Lot:		Exemption:	Aged vs. T/C/S
		Savings Amount:	\$3,985.12

2025 Town/County Tax: 1/1-12/31 2025

Full Tax: \$4,293.31 Due 1/1/25 Paid

Tax w/o Exemptions: \$5,527.56

2024/2025 School Tax: 7/1-6/30 2024/2025

Full Tax: \$4,590.53 Due 9/1/24 Paid

Tax w/o Exemptions: \$7,341.40

Water/Sewer: Private

Run Date: 03/06/25 Subject to continuation prior to closing.

Recent payments of open items on this search may not yet be reflected on the public records. Therefore, in order to prove recent payments, it is advisable for the seller or borrower to present receipted bills at closing.

CONTINUED ON NEXT PAGE

Municipal Search Guide – 2025

(Information Provided Courtesy of Hudson Search)



HIGH COST EXAMPLES

Municipality	SDA Required?	Inspection Required?	Tax Fees	Municipality Fees	Estimated Turnaround	Other/Notes
Town of Carmel	YES	YES - Commercial		\$275 (residential); \$425 (commercial)	2-3 weeks	
Town of Orangetown				\$350 (residential); \$200 (commercial)	4-5 weeks	
City of Mount Vernon				\$125 and \$19 for updates once digitized folder is received	1 week	
Town of North Castle				\$100 per base + \$25 per CO (if more than 4)	1 week	
Village of Elmsford		YES (Residential) NO (Commercial)		\$225 (residential); \$300 (commercial)	3-4 weeks	

TURNAROUND TIME EXAMPLES

Municipality	SDA Required?	Inspection Required?	Tax Fees	Municipality Fees	Estimated Turnaround	Other/Notes
Town of New Castle				\$250 base + \$25 per CO	4-5 weeks	
Village of Elmsford		YES (Residential) NO (Commercial)		\$175	3-4 weeks	
Village of Tarrytown				\$150	3-4 weeks	
Town of Patterson				\$200 (residential); \$250 (commercial)	3-4 weeks	
City of Newburgh			\$75	\$145	3-4 weeks	
Village of Mamaroneck				No fee unless printouts required; Copy fee \$0.25/page	1 week – 2 months	*Files MUST be requested; takes sev. weeks or mos.

AFFIDAVITS, INSPECTIONS, SPECIFIC REQUIREMENTS EXAMPLES

- City of Yonkers, City of Peekskill and City of Mount Vernon – RPT required with Transfer Tax Forms
- Village of Dobbs Ferry – New CO required
- Town and Village of Mamaroneck – Discharge Compliance Certificate Requirements
- Additional Smoke Detector Affidavits and Well Test Requirements in various municipalities

* SDA = Smoke Detector Affidavit

** Information included herein is provided for information only and is effective as of 3/1/2025.

Information should always be verified with this Company prior to reliance.



VILLAGE OF DOBBS FERRY

112 Main Street
Dobbs Ferry, New York 10522
(914) 693-2203 • FAX (914) 693-3470

Notice to Property Owners, Realtors, Lawyers, Title Searchers and Contractors

As of February first, several new laws were enacted in the Village of Dobbs Ferry, dealing with transfer of property, property registration and building permits.

- 204-21 created the requirement that all properties be re-inspected by the Building Department and issued a new CO before they are sold. Please come by or call the Building Department (231-8513), as soon as possible if you are contemplating selling. In the near future there will be an electronic means to request this inspection, on our GIS permitting system.
- 204,19 requires the owners of all Multiple Dwellings or Mixed Use properties to register information on-line. Instruction letters have gone out to owners.
- Owners and contractors should be aware that there are new permitting requirements for:
 - HVAC equipment and duct work
 - Oil and propane tanks
 - Low voltage wiring (alarms)
 - Extending permit expirations

Local Law No. - 2017

This local law shall be known as the "Amendment to the Discharge Compliance Certificate Law to eliminate inspections by plumbers" Law.

BE IT ENACTED by the Town Board of the Town of Mamaroneck

Section 1 – Purpose:

When originally enacted, the law requiring a discharge compliance certificate upon the sale of real property in the unincorporated area of the Town of Mamaroneck provided that the inspection to ensure compliance with the laws regarding the discharge of liquids could be done by a plumber licensed to do business within the Town. Experience has shown that it is more efficient and less costly to sellers if inspections of the connections leading from the real property to the public storm water sewer lines and to the sanitary sewer lines are conducted by a member of the Town's Building Department. This law makes the required inspection a task to be performed by the Building Department, and not by local plumbers.

Section 2 – Amendment of a current section of the Mamaroneck Code:

Section 106-49 of the Code of the Town of Mamaroneck hereby is repealed and the following substituted in its place:

§ 106-49 Discharge compliance certificate required.

A. As used in this section, the following terms have the meanings indicated:

DISCHARGE COMPLIANCE CERTIFICATE

(1) A certificate issued by the Issuing Officer with respect to real property not meeting the definition of a multiple housing unit, stating:

(a) that all of the connections leading from the real property to the public storm water sewer lines and to the sanitary sewer lines comply with the requirements of the New York State Building Codes and the Town Code; and

(b) that there are no culverts, drains, hoses, leaders, lines, pipes or pumps that discharge liquids directly onto or directly toward a street, sidewalk or right-of-way; or

(2) A certificate Issued by the Issuing Officer with respect to a nonexempt multiple housing unit stating:

(a) either that all of the connections leading directly from that unit to the public storm water sewer lines or to the public sanitary sewer lines and not to sewer lines located

outside such unit but within the building in which that unit is situated comply with the requirements of the New York State Building Codes and the Town Code or that there are no such connections; and

(b) that there are no culverts, drains, hoses, leaders, lines, pipes or pumps that discharge liquids from such unit directly onto or directly toward a street, sidewalk or right-of-way.

EXEMPT MULTIPLE HOUSING UNIT

A multiple housing unit which does not touch the ground. This section does not apply to exempt multiple housing units.

ISSUING OFFICER

The Building Inspector or the Director of Building Code Enforcement and Land Use Administration.

MULTIPLE HOUSING UNIT

(1) An apartment whose owner:

(a) holds an interest in an entity formed for the cooperative ownership of real property, and

(b) is the tenant of the proprietary lease for such apartment, or

(2) A unit as that term is defined in § 339-e of the New York Real Property Law and used in Article 9-B ("Condominium Act") of the New York Real Property Law.

NONEXEMPT MULTIPLE HOUSING UNIT

A multiple housing unit which touches the ground.

REAL PROPERTY

A lot or a nonexempt housing unit.

RENEWAL EVENT

The transfer of title in connection with the sale of real property located in the unincorporated portion of the Town that occurs after January 1, 2006.

SATISFACTORY INSPECTION

(1) For real property not meeting the definition of a multiple housing unit, a determination made by the Issuing Officer or such Officer's designee :

(a) that all of the connections leading from the real property to the public storm water sewer lines or to the public sanitary sewer lines comply with the requirements of the New York State Building Codes and the Town Code; and

(b) that there are no culverts, drains, hoses, leaders, lines, pipes or pumps that discharge liquids directly onto or directly toward a street, sidewalk or right-of-way.

(2) For a nonexempt multiple housing unit, a determination made by the Issuing Officer or such Officer's designee:

(a) that those connections leading directly from that unit to the public storm water sewer lines or to the public sanitary sewer lines, and not to sewer lines located outside such unit but within the building in which that unit is situated, comply with the requirements of the New York State Building Codes and the Town Code; and

(b) that there are no culverts, drains, hoses, leaders, lines, pipes or pumps that discharge liquids from such unit directly onto or directly toward a street, sidewalk or right-of-way.

B. No building on real property shall be used or occupied, in whole or in part, after a renewal event has occurred unless a discharge compliance certificate is issued therefor. To apply for a discharge compliance certificate, the owner of the real property or such owner's representative shall submit to the Issuing Officer an application therefor on a form approved by the Issuing Officer, together with whatever documentation the Issuing Officer may require, and payment of the fee for a discharge compliance certificate. If there is a Satisfactory Inspection of the real property, the Issuing Officer shall issue a discharge compliance certificate for that real property. By applying for a discharge compliance certificate, the owner of the real property authorizes the Issuing Officer or such Officer's designee to enter upon the real property for the purpose of conducting such inspection.

C. A discharge compliance certificate can be issued at any time after a renewal event has occurred. A discharge compliance certificate also can be issued prior to a renewal event; however, such certificate shall expire on the sixtieth (60th) day after it is issued unless the renewal event shall have occurred before its expiration date.

D. A discharge compliance certificate issued after a renewal event has occurred shall expire when the next renewal event with respect to that real property occurs. If a discharge compliance certificate is issued prior to a renewal event and a renewal event occurs before that discharge compliance certificate expires pursuant to § 106-49C, such certificate shall expire when the next renewal event with respect to the real property occurs. Nothing contained in this section shall be

construed as preventing the Issuing Officer from revoking a discharge compliance certificate if there are grounds to do so.

Section 3 – Severability:

Should any provision of this Local Law be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration of unconstitutionality or invalidity shall not affect any other provisions of this Local Law, which may be implemented without the invalid or unconstitutional provisions.

Section 4 – Effective Date:

This Local Law shall become effective upon filing with the Secretary of State.

May 12, 2017

VILLAGE OF



MAMARONECK

OFFICE OF THE
BUILDING INSPECTOR

Village Hall
Mamaroneck, N.Y. 10543

TELEPHONE
914-777-7731

FAX
914-777-7792

Address Reply to:
Building Department
169 Mt. Pleasant Avenue

Local Law 16 – 2017

Chapter 282 – Sewers

**Article IV – Removal of Illegal Sewer Connections and Elimination of Illegal
Discharge Liquids**

Discharge Compliance Certificate Instructions

Effective July 20, 2007, the Village of Mamaroneck has adopted Local Law No. 9-2007. Requiring that a discharge Compliance Certificate be issued for all transfers of title for real property sold. Effective February 18, 2018, Local Law No. 16 - 2017 is an amendment to the above Law.

1. A homeowner must have a licensed plumber inspect the property for illegal sewer connections and that there are no culverts, drains, hoses, leaders, lines, pipes or pumps that discharge liquids directly onto or directly toward a street, sidewalk or right-of-way, and the sanitary sewer laterals leading from the structures on the property do not directly or indirectly allow inflow or infiltration into the Village's public sanitary sewer lines. The Plumber must then write a letter to the Village of Mamaroneck Building Department on his/her letterhead, including the license number, stating the inspection was done and indicate the results as well as a video record of a closed circuit television inspection of the sanitary sewer lateral. (See sample letter following)
2. Either the plumber or the homeowner then submits the letter along with a \$25 fee (payable to Village of Mamaroneck), and a Discharge Compliance Certificate is issued to the homeowner which is valid for sixty (60) days. (Therefore, get it as close to the closing date as possible).
3. The subject certificate is not needed for co-ops, or new construction when there is a transfer of title of one of the units.
4. Any questions, please call the Village of Mamaroneck Building Department at (914) 777-7731

SAMPLE LETTER

Letterhead of Plumber

Address of Plumber

Phone Number

Westchester County License Number

Date:

To: Village of Mamaroneck

Reference: Homeowner Name
Address, City
Sec: ___ Blk: ___ Lot: ___

To Whom It May Concern:

I have conducted an inspection of the property referenced above and to the best of my knowledge I have determined that all of the connections leading from the structures on the property to the public stormwater sewer lines and the public sanitary sewer lines comply with the requirements of the New York State Building Code, the Westchester County Sewer Act, the Westchester County Sanitary Code and the Village Code: and There are no culverts, drains, hoses, leaders, lines, pipes or pumps that discharge liquids into the sanitary sewer: and The sanitary sewer laterals leading from the structures on the property do not directly or indirectly allow inflow or infiltration into the Village's public sanitary sewer lines.

Sincerely,

Signature of Plumber

LOCAL LAW 16 - 2017

A Local Law to amend Chapter 282 of the Code of the Village of Mamaroneck (Sewers) regarding sanitary sewer laterals.

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

Section 1.

Article IV of Chapter 282 of the Code of the Village of Mamaroneck (Removal of Illegal Sewer Connections and Elimination of Illegal Discharge of Liquids) is repealed in its entirety and replaced with the following:

Article IV. Sanitary Sewer Laterals

§282-12 Legislative Intent.

The purpose of this Article is to reduce infiltration and inflow into the sanitary sewer system operated by the Village of Mamaroneck, and exfiltration of sewage into groundwater and waterways, by requiring inspection, testing, repair, replacement and ongoing maintenance of private sewer laterals by property owners in the Village of Mamaroneck.

§282-13 Definitions.

As used in this article, the following terms are defined as follows:

DISCHARGE COMPLIANCE CERTIFICATE

A certificate issued by the Building Inspector based upon a Plumber's Certification stating that:

- A. All of the connections leading from the structures on the property to the public stormwater sewer lines and the public sanitary sewer lines comply with the requirements of the New York State Building Code, the Westchester County Sewer Act, the Westchester County Sanitary Code and the Village Code; and
- B. There are no culverts, drains, hoses, leaders, lines, pipes or pumps that discharge liquids into the sanitary sewer; and
- C. The sanitary sewer laterals leading from the structures on the property do not directly or indirectly allow inflow or infiltration into the Village's public sanitary sewer lines.

EXFILTRATION

Raw sewage that leaks out of laterals into soil, groundwater and waterways

INFILTRATION

Water other than wastewater that enters a sewer system (including sanitary sewer laterals or sewer service connections) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.

INFLOW

Water other than wastewater that enters a sewer system (including sanitary sewer laterals or sewer service connections) from sources such as, but not limited to, roof leaders, sump pumps, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, stormwaters, surface runoff, street wash waters and drainage. Inflow does not include, and is distinguished from, infiltration.

PLUMBER'S CERTIFICATION

A certification made to the Village by a plumber licensed to do business within the County of Westchester that the plumber:

- A. Has inspected all of the connections leading from the structures on the property to the public stormwater sewer lines and the public sanitary sewer lines and that all such connections comply with the requirements of the New York State Building Code, Westchester County Sewer Act, the Westchester County Sanitary Code and the Village Code;
- B. Has inspected the real property and found that there are no culverts, drains, hoses, leaders, lines, pipes or pumps that discharge liquids into the sanitary sewer; and
- C. Has inspected the sanitary sewer laterals leading from the structures on the property and determined that such laterals do not directly or indirectly allow inflow or infiltration therefrom into the Village's public sanitary sewer lines, which inspection must include either (i) a video record of a closed circuit television (CCTV) inspection of the entire sanitary sewer lateral that has been provided to the Village, or (ii) in the case of a force or pump system, the results of a pressure test of the system, satisfactory, in either case, to the Building Inspector or his designee.

RENEWAL EVENT

Either a transfer of title to the real property, other than a transfer between family members in order to create a joint tenancy or tenancy in common, or an application for a building and/or plumbing permits for construction with a value that exceeds fifty percent (50%) of the assessed value of the property, including improvements.

SANITARY SEWER LATERAL OR LATERAL

The sanitary sewer pipe running from the structures on a property conveying wastewater from the structure and connecting to the public sanitary sewer main.

§282-14 Standards for Maintenance of Sanitary Sewer Laterals.

- A. It is the sole responsibility of the private property owner to perform all required maintenance, repairs and replacements of sanitary sewer laterals in accordance with the requirements of this article and the requirements of the New York State Building Code, the Westchester County Sewer Act, the Westchester County Sanitary Code and the Village Code.
- B. Laterals shall be kept free from roots, grease deposits and other solids which may impede the flow or obstruct the transmission of sewage.
- C. Laterals shall not exhibit any signs of infiltration.

- D. Laterals shall not exhibit any sign of exfiltration or leakage.
- E. Lateral pipe joints shall be tight and all lateral pipes shall be free of any structure defects such as breaks, openings, and voids.

§282-15. Correction or abatement.

- A. If at any time any sanitary sewer lateral is found to not be in compliance with the requirements of §282-14, the owner of the property must cause all necessary repairs made to bring the lateral into compliance. Unless the Building Inspector allows additional time for good cause shown, the owner of the property must undertake to complete the required repairs to the satisfaction of the Building Inspector or his designee within 60 days of the sooner of (i) becoming aware of the non-compliance, or (ii) receiving notice from the Village or otherwise, including an inspection by a plumber done in connection with providing a Plumber's Certification, that the lateral is not in compliance.
- B. If the owner fails to complete the repairs and bring the lateral into compliance within the time required, the Village may enter upon the property and complete the required work and the cost of doing so will be billed to the owner of the property, and in the event of nonpayment, will be a lien on the property which can be collected and enforced as part of, and in the same manner as, Village taxes.
- C. Upon completion of the repairs, the owner must provide to the Building Inspector a detailed invoice specifying the repairs made and reflecting payment for the repairs and a Plumber's Certification, and must obtain from the Building Inspector a Discharge Compliance Certificate.
- D. An owner may choose to correct the non-compliance by replacing the sanitary sewer lateral. Any new sanitary sewer lateral, whether installed to correct a non-compliance or otherwise, must be installed in accordance with all applicable codes and regulations, including this article, and must be inspected by the Building Inspector, who will issue a Discharge Compliance Certificate if the new lateral complies with the requirements of this article.

§282-15.1. Inspection upon Renewal Event.

- A. Each property owner must obtain Discharge Compliance Certificate prior to any renewal event. Upon making an application for a Discharge Compliance Certificate, the Building Inspector or his designee shall have the right to inspect the property. If the plumber's inspection, the video required to be submitted, or the inspection by the Building Inspector or his designee, indicates the lateral is not in compliance with the requirements set forth in §285-14 above, the owner shall be required to correct the conditions not meeting the requirements and provide a Plumber's Certification and video indicating all conditions have been corrected and that the Lateral is now in compliance with this Article. Upon the Building Inspector's determination that the lateral is in compliance, the Discharge Compliance Certificate will be issued.
- B. If at the time of a renewal event or a required inspection the owner can prove that a Discharge Compliance Certificate has been issued within the preceding ten (10) years, and there has been no significant change in the condition of the property, the Building Inspector may waive the requirement for a new Discharge Compliance Certificate for that particular renewal event.
- C. If the renewal event is a transfer of title, and remedial work or a replacement is required for the issuance of a Discharge Compliance Certificate, the Building Inspector may permit the transfer of title to proceed without the Discharge Compliance Certificate if the transferor deposits with the

Village, in a trust and agency account to be maintained by the Village Treasurer, an amount determined by the Building Inspector to be sufficient to complete the remedial work or replacement, and (ii) the transferor agrees that the work will be completed within six (6) months, and that if the work is not completed within six (6) months, the Village may enter upon the property and complete such work using the escrowed funds. The Village Treasurer will bill to the transferor any cost to complete the work beyond the amount deposited with the Village Treasurer and if the transferor does not pay that amount, the balance due will be a lien on the property which can be collected and enforced as part of, and in the same manner as, the Village taxes.

§282-15.2 Fees.

The fee for the issuance of a discharge compliance certificate shall be as set forth in Chapter A347, Fees.

§ 285-15.3. Penalties for offenses.

Any person, firm, association or corporation which violates any of the provisions of this article or fails to complete remediation as required herein, shall be guilty of a violation and, upon conviction, shall be punished by a fine of not more than \$500 or imprisonment for not more than 15 days, or both such fine and imprisonment. Each day the violation exists shall constitute a separate offense.

Section 2.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 3.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 4.

This local law will take effect on February 15, 2018 or upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27, whichever is later.



21 Robert Pitt Dr. Phone: 845.352.1929
Suite #210 Fax: 646.519.2515
Monsey, NY 10952 orders@hudsonsearch.com

08/15/2023

Title #: [REDACTED]
Premises: [REDACTED]
Owner(s): [REDACTED]
[REDACTED]
Buyer(s): [REDACTED]
County: [REDACTED]
Municipality: [REDACTED]
Section: [REDACTED]
Block: [REDACTED]
Lot: [REDACTED]

Dear Sir or Madam,

In order to complete the necessary municipal searches for the above referenced property, the Town Building Dept, requires the attached Smoke / Carbon Monoxide Detector Affidavit.

Please have your client complete it, sign it in front of a Notary Public, and return to us at the above address or fax as soon as possible. You can also upload the document on our client portal.

In order to obtain the Municipals for the above-mentioned file, in addition to the SDA a Well Test is required on the well (if there is one) Please Note: The town only requires the well test when selling, if it's a refinance the town requires an original notarized letter from the owner stating that it is a refinance. See attached.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

Talia Spierer
Hudson Search, LLC

HDS146457

STATE OF NEW YORK

AFFIDAVIT OF COMPLIANCE OF SMOKE ALARM & CARBON MONOXIDE ALARM INSTALLATION

IN ONE AND TWO FAMILY HOME

State of New York)

SS.:

County of Dutchess)

- 1. (I) (WE) are the transferor (s) of the property described herein, and attest that the property at the time of transfer has installed on its premises an operable single or multiple station smoke alarms and single or multiple carbon monoxide alarms.
- 2. The property is a (one) (two) family dwelling located at:
 Address: _____
 Town: _____ County: _____
 State: _____ Zip: _____
- 3. (I) (WE) make this affidavit in accordance with Section 378 subdivision 5 of the Executive Law.

Transferor L.S

Transferor L.S

Sworn to before me this _____ day
of _____ 20 _____

Notary Public



**TOWN OF EAST FISHKILL
BUILDING AND ZONING DEPARTMENT**

330 Route 376, Hopewell Junction, NY 12533

(845) 221-2427 Fax (845) 227-4018

<http://www.eastfishkillny.org>

**WATER TEST COLLECTORS REGISTERED WITH THE
TOWN OF EAST FISHKILL ***

* PLEASE BE ADVISED THESE ARE THE ONLY REGISTERED WATER COLLECTORS WITH THE TOWN OF EAST FISHKILL. NO OTHER COLLECTORS WILL BE ACCEPTED. NOT TO BE CALLED IF REGISTRATION OR LICENSE IS PAST EXPIRATION DATES. **

Luis Caquias

4 D&M HOME INSPECTIONS

104 Shaker Court

New Windsor, NY 12553

914-557-0233

** Town Registration expires: 06/19/2020

** NYS License expires: 10/03/2020

Valerie Andrews

ANDREWS WELL DRILLING AND PUMP SERVICE

1316 Route 44

Pleasant Valley, NY 12569

845-473-3838

** Town Registration expires: 09/25/2021

** NYS License expires: 03/31/2021

Robert Wallner

20/20 HOME REVIEW

50 Bernhardt Road

Wallkill, NY 12589

845-476-3337

** Town Registration expires: 06/16/2021

** NYS License expires: 03/12/2022

Kurt Reiner

AQUA KING

214 Van Wagner Road

Fishkill, NY 12524

845-462-8500

** Town Registration expires: 09/08/2021

** NYS License expires: 10/31/2020

David Andrick

A-1 HOME INSPECTION SERVICES, LLC

10 Nichris Lane

Staatsburg, NY 12580

845-518-6494

** Town Registration expires: 04/27/2021

** NYS License expires: 01/22/2022

Richard Honovic

BLUE RIBBON HOME HOME INSPECTION, INC

11 Mountain Pass

Hopewell Junction, NY 12533

917-407-5562

** Town Registration expires: 12/12/2020

** NYS License expires: 04/23/2020

Christian Werner

AMERICAN HOME INSPECTIONS

166 Judith Drive

Stormville, NY 12582

845-224-6920

** Town Registration expires: 11/18/2020

** NYS License expires: 01/02/2022

Roy Barticcio

CEMCO WATER & WASTEWATER

59 Healy Lane

Stormville, NY 12582

845-878-9711

** Town Registration expires: 01/23/2021

** NYS License expires: 09/30/2020

Michael Duffield

AMERICAN PUMP SERVICE

100 Dugway Drive

Pawling, NY 12564

(845) 430-8132

** Town Registration expires: 11/22/2020

** NYS License expires: 03/31/2020

Thom Murphy

CONFIDENT DECISIONS HOME INSPS.

64 Gleneida Avenue

Carmel, NY 10512

845-803-1136

** Town Registration expires: 01/17/2020

** NYS License expires: 10/28/2020

Lance Kotash
EAGLE EYE HOME INSPECTION
50 Mianna Drive
Mahopac, NY 10541
914-438-6817

** Town Registration expires: 07/14/2021
** NYS License expires: 07/08/2022

William Povall
ECOTEC, LLC
3 Nancy Court
Wappingers Falls, NY 12590
845-897-8205

** Town Registration expires: 11/19/2020
** NYS License expires: 01/31/2021

Michael Christophides
GRANITE INSPECTION GROUP
2600 South Road, Suite 44
Poughkeepsie, NY 12601
845-635-2552

** Town Registration expires: 11/27/2020
** NYS License expires: 02/17/2022

William Hughs
HABITAT HOME & BUILDING INSPECTION SERVICES, INC.
103 Orchard Lane
Hopewell Junction, NY 12533
845-897-5556

** Town Registration expires: 07/10/2021
** NYS License expires: 12/30/2021

Hosea DeShields
HD HOME INSPECTIONS
436 Blooming Grove, Suite 4437
New Windsor, NY 12553
845-613-3611

** Town Registration expires: 09/29/2021
** NYS License expires: 09/21/2021

Richard Tinaro
KNOW YOUR HOME INSPECTIONS
29 Fair Street, #220
Carmel, NY 10512
845-745-2486

** Town Registration expires: 07/30/2021
** NYS License expires: 07/27/2022

Christopher Long
LONGS GCS CORP. HOME INSPECTIONS
1680 Mogul Street
Mohegan Lake, NY 10547
914-260-8571

** Town Registration expires: 09/22/2021
** NYS License expires: 02/17/2021

Mark Aakjar
MARK'S INSPECTIONS INC.
34 Ellis Place
Ossining, NY 10562
914-774-5025

** Town Registration expires: 06/16/2021
** NYS License expires: 02/07/2020

Richard Goodchild
MID-HUDSON PUMP
446 NYS Route 376
Hopewell Junction, NY 12533
845-226-4641

** Town Registration expires: 02/20/2020
** NYS License expires: 01/31/2021

Robert Johnson
OPTIMA HOME INSPECTIONS, INC.
20 Westview Terrace
Poughkeepsie, NY 12603
845-849-1369

** Town Registration expires: 10/17/2020
** NYS License expires: 07/11/2020

Adam Beal
P.F. BEAL & SONS
4 Putnam Avenue
Brewster, NY 10509
845-279-2460

** Town Registration expires: 11/18/2020
** NYS License expires: 12/31/2020

Tom Baldwin
PROCHEK
100 Mill Plain Road
Danbury, CT 06811
800-338-5050

** Town Registration expires: 05/14/2020
** NYS License expires: 09/21/2021

Ricky Tompkins & Catherine Emporellis
RELIABLE PUMP & WELL SERVICES LLC
35 West Corbett Road
Montgomery, NY 12549
845-629-8301

** Town Registration expires: 05/23/2020
** NYS License expires: 03/31/2020

Louis Rizzi
RIZZI HOME INSPECTION SERVICES
7 Hosner Mountain Road
Hopewell Junction, NY 12533
914-745-2343

** Town Registration expires: 10/01/2020
** NYS License expires: 10/17/2020

Nicholas Brunetti
UPGRADE HOME INSPECTIONS

192 Old Route 9
Fishkill, NY 12524
845-243-0404

** Town Registration expires: 04/13/2021

** NYS License expires: 03/12/2022

**THE FOLLOWING CERTIFIED WATER TESTING LABS ARE ALSO REGISTERED TO
COLLECT WATER FOR TESTING IN THE TOWN OF EAST FISHKILL**

AQUATECH LABS

481 Broadway
Newburgh, NY 12550
845-565-4141

ENVIRONMENTAL LABWORKS, INC.

P.O. Box 733
1348 Route 9W
Marlboro, NY 12542
845-236-7823

ENVIRO TEST NEWBURGH

315 Fullerton Avenue
Newburgh, NY 12550
845-562-0890

Additional ELAP Certified Laboratories can be found at:

<http://www.wadsworth.org/lacert/comm.html>



NEW SURVEY VS. OLD SURVEY WITH COMPANY INSPECTION

	NEW SURVEY	COMPANY INSPECTION
Cost:	<ul style="list-style-type: none">• Residential lot on Map 0.25 Acre – approx. \$850 and up	<ul style="list-style-type: none">• Residential lot inspection, \$120 and up.
Completion Time:	<ul style="list-style-type: none">• Approximately 10 days	<ul style="list-style-type: none">• Can be completed 2-3 days generally, or rush if necessary.
Liability:	<ul style="list-style-type: none">• Negligence standard, 3 year statute of limitations. Contract 6 year statute of limitations	<ul style="list-style-type: none">• No surveyor liability. Possible Title Company liability.
Structure:	<ul style="list-style-type: none">• Will show improvements as built (may mask zoning/use problem)	<ul style="list-style-type: none">• May show structural improvements/additions possibly requiring Certificate of Compliance or Occupancy.
Lot Lines:	<ul style="list-style-type: none">• Should show precise location on fences, walls, encroachments and variations	<ul style="list-style-type: none">• Usually will be “not located”.
Availability:	<ul style="list-style-type: none">• Both Residential and Commercial Property	<ul style="list-style-type: none">• 1 to 4 family Residential only.

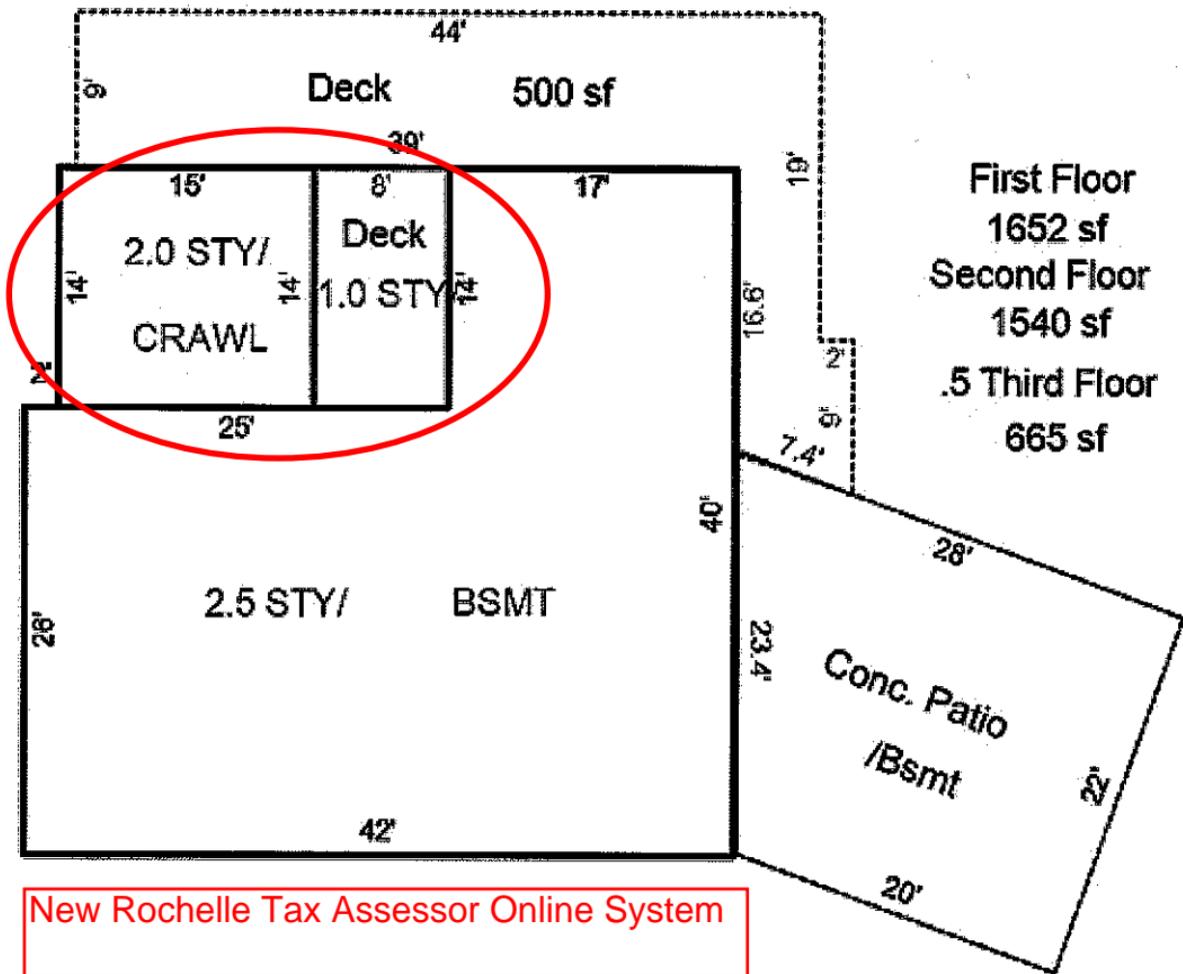
BUILDING PERMITS REQUIRED FOR:

- Spa/Hot tub
- Additions including finished basements or attics
- Installation or removal of an in-ground pool
- Driveway curb cuts, driveway installation and driveway resurfacing
- Ground level and raised patios
- Ground level and raised decks
- Window replacements, including skylights
- Major appliances including vent hoods (particularly any electrical or plumbing work)
- Central AC installation, alteration, or replacement
- Boiler/heating system, hot water heater
- Oil tank replacement, removal, or installation
- Fencing
- Retaining walls
- Grade change
- Generator installation/replacement
- Shed and ancillary structure
- Tree cutting (depending on size, location and quantity of trees)
- Siding, roofing and awning
- Electrical change or upgrade
- Plumbing change or upgrade
- Well installation
- Septic system installation or modification
- Solar equipment installation or modification
- Porch enclosure

*We think painting may be permissible without a permit, but maybe not?

**The above list is for information only and effective as of 3/1/2025.

Requirements may differ based on the jurisdiction and should always be confirmed prior to reliance.



New Rochelle Tax Assessor Online System

N.Y. Post Story Tipped Off Code Enforcement



By Christopher Walsh (/node/49)

September 28, 2023

One day before the East Hampton Town Board held a public hearing on a proposed change to its zoning code intended to address structures and improvements made without building permits, a statement from Town Hall announced just such code violations at the Montauk Shores mobile home park.

“Modest home in tony Hamptons trailer park asks a record-breaking \$4.4M” was the breathless headline in the Aug. 28 issue of The New York Post. While the report focused on the modular structure’s asking price, it “drew the attention of” public safety officials, according to the town’s Sept. 20 statement.

The Post article included pictures taken from the property’s listing on the real estate website Zillow, some of which depict an attic with four beds and a staircase leading to it. Town officials noted those “interior photos depicting an attic-floor bedroom that was apparently installed without permits,” according to the statement.

The property's owner, identified as Kenneth D. Hildebrandt of Patchogue, "was issued a warning of a town code violation," citing habitable sleeping area in the attic and the addition of full stairs. Mr. Hildebrandt was given two weeks to remove the beds from the attic and replace the staircase installed without a permit with pull-down attic stairs, and to "submit building plans for the desired changes along with an application for a town-issued certificate of occupancy."

Property owners are required to submit building plans for review by the Building Department, and post-construction inspections are required before a certificate of occupancy will be issued. This, the town's statement reads, is to safeguard public safety by ensuring that construction and renovation comply with New York State and town building and fire codes.

Last Thursday, the town board heard public comment on a proposed code amendment that would require certificates of occupancy to be updated upon transfers of ownership, as neighboring municipalities require, a change aimed at reining in noncompliant improvements to residential property. That public hearing is covered elsewhere in this issue.

Building Department

Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573
Phone (914) 939-5203 Fax (914) 939-8747
www.portchesterny.gov



Office Use Only

Date Received 12/30/2024
Process Date 1/2/2025
Fee Received \$200.00

CERTIFICATE OF OCCUPANCY, OPEN PERMIT(S), STOP ORDER(S), OPEN VIOLATIONS, & ZONING VERIFICATION REQUEST

All Certificate of Occupancy / Open Permits / Stop Order, Open Violations, and Zoning verification requests must be submitted in writing, in person, or by mail. A fee of \$200.00 is applied to EACH Tax Map ID number. Please provide a description of how the property is occupied at present. Please make all checks and money orders payable to "the Village of Port Chester" No Cash, Credit or Debit accepted. Applications will not be processed without payment being received, Tax Map ID being filled out (available from assessor's office at (939-3566), or current occupancy being indicated ("*" Indicates required field). Please be advised that Building Permits and Certificates of Occupancy have been required by local law since November 14th, 1927.

REQUESTORS / CONTACT PERSON (Recipients Info)

Requestor / Contact Name: Jasmattie Deonarine
Company Name: DataTrace
Address: 3000 Marcus Avenue, Suite 2W02
City: Lake Success State: NY Zip: 11042
Phone: 516-663-0600 Fax: _____
E-mail: Jdeonarine@datatracetitle.com

NOTICE OPEN VIOLATIONS

LOCATION / PROJECT / SITE INFORMATION:

Tax Map ID (Must be filled out): Section _____ Block _____ Lot _____
Address of property (if developed): _____
Current Occupancy (Must be filled out): 210 -Single Family

See Following Page for Report

Occupancy Type: Residential Group R-3
CO Issued: No Copy attached: N/A
Open Permit(s): No Copy attached: N/A
Stop Order: No Copy attached: N/A
NOV Issued: No A.T. Issued: No Copy attached: N/A
Current Zoning District: CD-3.R7 Current Authorized Use: 1 Single Family
Conforming or Non-conforming Status: Conforming Use
Use ZBA Variances / Denials: No Conditions attached: N/A
Planning Board Approvals / Denials: No Conditions attached: N/A
ABR Approvals / Denials: No Conditions attached: N/A
Water Front Commission Approvals / Denials: N/A Copy attached: N/A
Building Inspectors Signature: Steven Velardo SV; go Date: 1/2/2025

Building Department

Village of Port Chester

222 Grace Church Street

Port Chester, New York 10573

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- Building Permit F-4942 issued 8/19/1969 for "New one family dwelling." No Certificate of Occupancy on file. Permit is here by CLOSED in accordance with VOPC Code section 151-3, (LL #1 2020) See NOTE Below.
- A comparison of the Real Estate Listing photography from 2024 and Plan F-4942 indicate that the basement was finished into a recreation and bonus room. No approvals or permits have been issued for said alteration. An alteration beyond the scope of the approved plan constitutes a violation of village code.

NOTE: VOPC Code section 151-3, (LL #1-2020) All open permits without a Certificate of Occupancy and issued before 1/1/1984 are closed where work has been completed and no open violations of zoning use(s) exist.

Page 2 of 2



Building Inspectors Signature: _____

Steven Velardo

SV:go Date: 1/2/2025

Your client's transaction may qualify for extra title coverage with the TIRSA Owner's Extended Protection Policy! (TOEPP)

The TOEPP Owner's Insurance Policy provides expanded title coverage for owners of one-to-four family residences, including condominiums.

<u>Protection From</u>	TOEPP	Standard ALTA Policy
➤ Post-policy forgery: Title Theft	YES	<u>NO!</u>
➤ Building permit violations *	YES	<u>NO!</u>
➤ Forced removal of a structure because it violates an existing zoning law *	YES	<u>NO!</u>
➤ Coverage for boundary wall or fence encroachment *	YES	<u>NO!</u>
➤ Post-policy adverse possession	YES	<u>NO!</u>
➤ Post-Policy inflation (coverage with automatic increase in value up to 150% over five years)	YES	<u>NO!</u>
➤ Pays rent for substitute residence	YES	<u>NO!</u>

* Deductible and maximum limits apply. Coverage may vary based on individual policy.

Please contact ALL NEW YORK TITLE prior to closing for further information.

As with any insurance contract, the insuring provisions express the coverage afforded by the title insurance policy and there are exceptions, exclusions and conditions to coverage that limit or narrow the coverage afforded by the policy. Also, some coverage may not be available in a particular area or transaction due to legal, regulatory, or underwriting considerations. The services described above are typical basic services. The services provided to you may be different due to the specifics of your transaction or the location of the real property involved.