

**MADISON COUNTY SANITARY LANDFILL SUPERFUND SITE
Madison County, Florida
Agreement for Past and Future UAO Oversight Costs**

IN THE MATTER OF:)	AGREEMENT FOR RECOVERY
)	OF PAST AND Future UAO Oversight
)	Costs
Madison County Sanitary Landfill)	
Madison County, Florida)	U.S. EPA Region 4
)	CERCLA Docket No. <u>CER-04-2002-3768</u>
ITT Industries, Inc., and)	
ITT Thompson Industries, Inc.)	
)	
Settling Party)	PROCEEDING UNDER SECTION
)	122(h)(1) OF CERCLA
<hr/>)	42 U.S.C. § 9622(h)(1)

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I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to the Director of the Waste Management Division by EPA Delegation No. 8-14-C, and further redelegated to the Chief of the Program Services Branch.

2. Solely for the purpose of this Agreement, this Agreement is made and entered into by EPA and ITT Industries, Inc. and ITT Thompson Industries, Inc. (hereinafter collectively referred to as "Settling Party"). Settling Party consents to and will not contest EPA's jurisdiction to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Madison County Sanitary Landfill Site ("Site") located on Rocky Ford Road, approximately 2.5 miles northeast of the City of Madison, Madison County, Florida, in Section 11, Township 1 North and Range 9 East. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. The City of Madison, Florida, ("City"), a municipal corporation, acquired the Site by Warranty Deed dated May 7, 1971, and operated the Site from approximately June, 1971 to March, 1980. The Site was permitted as a sanitary landfill for solid waste by the State of Florida in July, 1975.

5. On March 31, 1980, the City transferred ownership of the Madison County Sanitary Landfill to Madison County, Florida ("County"). The County operated the Site as a solid waste disposal facility from its date of acquisition until its closure. The County is the current owner of the Site.

6. Settling Party, ITT Thompson Industries, Inc. was a wholly owned subsidiary of ITT Corporation, a Delaware corporation registered to do business in the State of Florida. Settling Party, ITT Industries, Inc. ("ITT"), is the successor in interest to ITT Corporation. ITT, through ITT Thompson Industries, Inc. and subsequently the ITT Thompson Metals Division, operated a plant at 800 Livingston Street in Madison, Florida. That plant manufactured wheel ornamentation for cars, including wheel covers, wire wheel products and trim-rings. ITT Corporation divested ITT Thompson Industries, Inc. effective March 29, 1989.

7. Part of ITT's manufacturing process included painting wheel covers for automobiles and this painting operation required a cleaning system for the equipment used in the process. From approximately January, 1971 through 1974, ITT used trichloroethylene ("TCE") as a cleaning agent in its paint mask system. The mask wash system was an enclosed unit. After cleaning the paint mask, the TCE was pumped through a holding still where paint waste settled out of the TCE. Occasionally, the TCE still in ITT's paint room required cleaning. This involved the removal of sludge from the still bottom. The paint sludge was shoveled into 55 gallon drums. The drums were then placed on ITT's loading dock outside of the paint room where City employees removed the drums onto flat bed trucks and drivers employed by the City transported the drums to the Site.

8. On September 26, 1984, and December 10, 1984, the County collected water samples from groundwater monitoring wells on the Site, the analysis of which revealed TCE in excess of the Florida Maximum Contaminant Level for drinking water. Subsequent groundwater monitoring by the County in private wells adjacent to the Site revealed concentrations of TCE and 1,2 dichloroethylene.

9. A long time superintendent of the Site identified two areas where drums and other TCE contaminated wastes generated by ITT were buried since the early 1970s. In November, 1984, the County excavated one of the identified burial areas and found drums containing buffing compounds and other substances. In March, 1985, the Florida Department of Environmental Regulation ("FDER") excavated the second identified burial area and found drums and soils containing TCE.

10. Subsequent groundwater monitoring performed by the County's consultants revealed the presence of TCE, 1,1-dichloroethene; 1,2 dichloroethene; and methylene chloride.

11. TCE, 1,1 dichloroethene, 1,2 dichloroethene and methylene chloride are listed hazardous wastes under 40 C.F.R. § 261.24 and listed hazardous substances under 40 C.F.R. § 302.4(a).

12. In February, 1986, the City, County and ITT executed a Consent Order with FDER which, among other things, required the City, County and ITT to investigate groundwater contamination on, below and around the Site as well as supply drinking water to residents near the Site.

13. The Madison County Landfill Site was proposed for inclusion on the National Priorities List ("NPL") as defined in Section 105 of CERCLA, 42 U.S.C. § 9605, on June 24, 1988.

14. On June 11, 1990, EPA entered into an Administrative Order by Consent for the Settling Party, requiring them to perform a Remedial Investigation and Feasibility Study ("RI/FS") for Operable Unit 1 of the Site pursuant to CERCLA and the National Contingency Plan, 40 C.F.R. § 300.430.

15. On August 30, 1990, EPA placed the Site on the NPL, set forth at 40 C.F.R. Part 300 Appendix B.

16. EPA's decision on the remedy to be implemented at the Site is articulated in the Record of Decision ("ROD"), executed on September 28, 1992. The ROD includes EPA's explanation of any significant differences between the final plan as well as a responsive summary to the public comments.

17. Settling Party has financed and is conducting the Remedial Action pursuant to the Unilateral Administrative Order ("UAO") issued on July 26, 1994 and an amended UAO issued on November 18, 1994, which modified the effective date to February 1, 1995.

18. On April 30, 1999, Madison County, the City of Madison, ITT Thompson Industries, Inc. and ITT Industries, Inc. entered into a Settlement Agreement (Case No. 4:97cv468-WS). Under that agreement, the County and the City agreed to reimburse ITT Thompson Industries, Inc. and ITT Industries, Inc. for a portion of the past response costs incurred at the Site in association with, among other things, the remedial design, operation and maintenance, and EPA's oversight costs. In addition, the parties agreed to

apportion the Future Costs to be incurred from October 1, 1999 to October 1, 2022.

19. EPA has incurred response costs, specifically oversight costs, in connection with the Settling Party's performance of the remedial action for the Site in accordance with the UAO. EPA anticipates that future oversight costs will be incurred in overseeing the Settling Party's performance of the operation and maintenance associated with the remedial action for the Site.

20. EPA alleges that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for Past and Future UAO Oversight Costs incurred at or in connection with the Site.

21. EPA and Settling Party desire to resolve Settling Party's alleged civil liability for Past and Future UAO Oversight Costs without litigation and without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

22. This Agreement shall be binding upon EPA and upon Settling Party and its heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to legally bind the party represented by him or her.

IV. DEFINITIONS

23. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

e. "Future UAO Oversight Costs" shall mean all costs, including but not limited to direct and indirect costs and Interest for oversight of RD/RA, and for operation and maintenance that EPA or the U.S. Department of Justice on behalf of EPA has incurred or will incur at or in connection with the Site accrued from March 1, 2002, to the completion of RD/RA and operation

and maintenance.

f. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

g. "Paragraph" shall mean a portion of this Agreement identified by an arabic numeral or a lower case letter.

h. "Parties" shall mean EPA and the Settling Party.

i. "Past Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site up to and including February 28, 2002.

j. "Section" shall mean a portion of this Agreement identified by a roman numeral.

k. "Settling Party" shall mean ITT Thompson Industries, Inc. and ITT Industries, Inc.

l. "Site" shall mean the Madison County Sanitary Landfill Superfund Site, encompassing approximately 90 acres, located approximately 2.5 miles northeast of the City of Madison on County Road C-591 in Madison County, Florida.

m. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF PAST COSTS

24. Within 30 days of the effective date of this Agreement, the Settling Party shall pay to the EPA Hazardous Substance Superfund \$13,155.94 in reimbursement of Past Costs. In the event that the payment for Past Costs is not made within 30 days of the effective date of this Agreement, Settling Party shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA. The interest to be paid for Settling Party's failure to make timely payments on Past Costs shall begin to accrue on the effective date of this Agreement. Interest shall accrue at the rate specified through the date of payment. Payment of interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Settling Party's failure to make timely payments under this Paragraph.

25. Payments shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number 048B, and the EPA docket number for this action, and shall be sent to:

U.S. EPA, Region 4
Superfund Accounting
P.O. Box 100142
Atlanta, Georgia 30384
Attention: Collection Officer in Superfund

26. At the time of payment, Settling Party shall send notice that such payment has been made to the following addresses:

Nadine A. A. Orrell
Assistant Regional Counsel
U.S. Environmental Protection Agency
Environmental Accountability Division
61 Forsyth Street
Atlanta, Georgia 30303

Paula V. Batchelor
U.S. EPA, Region 4
Waste Management Division
Program Services Branch
61 Forsyth Street, SW
Atlanta, Georgia 30303-3104

VI. PAYMENT OF FUTURE UAO OVERSIGHT COSTS

27. On a periodic basis, EPA shall submit a bill for Future UAO Oversight Costs and a SCORPIOS Report to Settling Party for oversight of response work conducted pursuant to the UAO. If Settling Party has specific questions or objections concerning a bill, Settling Party may dispute the bill pursuant to the procedures set forth in Section VII below. As part of its written objections, Settling Party may request additional cost documentation directly relating to its objections. EPA will provide additional standardized cost documentation only, if available, that directly relates to Settling Party's objections. Interest shall continue to accrue during the time period the Agency is gathering the additional documentation pursuant to Paragraph 29a below.

28. Within thirty (30) days of receipt of a bill for Future UAO Oversight Costs from EPA, or of receipt of additional documentation, if requested, Settling Party shall make payment in the amount of such bill plus any accrued interest into the Superfund account as provided in Paragraph 25, unless disputed pursuant to Section VII. In the event that the payment for Future UAO Oversight Costs is not made within this time period, Settling Party shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA. The interest to be paid for Settling Party's failure to make timely payments on Future UAO Oversight Costs shall begin to accrue on the date of Settling Party's receipt of the bill. Interest shall accrue at the rate specified through the date of payment. Payment of interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Settling Party's failure to make timely payments.

VII. DISPUTE RESOLUTION

29. Except as otherwise set forth in this agreement, the dispute resolution procedures of this Section shall be utilized to resolve cost disputes arising with EPA under or with respect to this Agreement. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of the Settling Party that have not been

disputed in accordance with this Section.

a. Settling Party agrees to limit any disputes concerning costs to accounting errors and the inclusion of costs outside the scope of this Order or the UAO, or to costs which are inconsistent with the NCP. Settling Party shall identify any contested costs and the basis of its objections to EPA in writing. All undisputed costs will be paid within thirty (30) days of receipt of the bill, according to the schedules set forth above. Settling Party may withhold payment of any disputed amounts during the pendency of the dispute; however, Interest shall accrue until the dispute is resolved.

b. Should Settling Party prevail, accrued Interest will be waived.

c. Should the Agency prevail, all costs and accrued Interest shall be paid within thirty days of resolution of the dispute.

30. Any dispute arising or with respect to this Agreement shall, in the first instance, be the subject of informal negotiations between the Parties. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, except by written agreement of the Parties. The dispute shall be considered to have arisen when EPA receives Settling Party's written objections.

31. In the event that the Parties cannot resolve the dispute by informal negotiations under the preceding paragraph, the EPA Waste Management Division Director shall provide a written statement of the decision and the reasons supporting that decision to the Settling Party. The Division Director's determination is EPA's final decision. If Settling Party does not agree to pay the costs in dispute as determined by EPA's Division Director, EPA reserves the right to seek appropriate relief.

32. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of Settling Party under this Agreement, not directly in dispute, unless EPA agrees otherwise.

VIII. FAILURE TO COMPLY WITH AGREEMENT

33. In the event that payments required by Sections V, VI and VII are not made when due, Interest shall accrue on the unpaid balance through the date of payment.

34. If any amounts due to EPA under Sections V, VI, and VII are not paid by the required date, Settling Party shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraphs 24, 28 and 29, \$1,000 per violation per day that such payment is late.

35. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made in accordance with Paragraphs 25 and 26.

36. Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Party of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after performance is due, or the day a violation occurs, and shall

continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

37. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Party's failure to comply with the requirements of this Agreement, if Settling Party fails or refuses to comply with any term or condition of this Agreement, Settling Party shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

38. The obligations of Settling Party to pay amounts owed to EPA under this Agreement are joint and several.

39. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement.

IX. COVENANT NOT TO SUE BY EPA

40. Except as specifically provided in Paragraph 41 (Reservations of Rights by EPA), EPA covenants not to sue Settling Party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Costs and Future UAO Oversight Costs. This covenant shall take effect with respect to Past Costs upon receipt by EPA of all amounts required by Section V, Paragraph 24 (Payment of Past Costs), Section VII, Paragraph 29 (Dispute Resolution) and Section VIII, Paragraphs 33 and 34 (Failure to Comply with Agreement). This covenant shall take effect with respect to Future UAO Oversight Costs upon receipt by EPA of all amounts required by Section VI, Paragraph 27 (Payment of Future UAO Oversight Costs), Section VII, Paragraph 29 (Dispute Resolution) and Section VIII, Paragraphs 33 and 34 (Failure to Comply with Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Party of its obligations under this Agreement. This covenant not to sue extends only to Settling Party and does not extend to any other person.

X. RESERVATIONS OF RIGHTS BY EPA

41. The covenant not to sue by EPA set forth in Paragraph 40 does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Party with respect to all other matters, including but not limited to:

- a. liability for failure of Settling Party to meet a requirement of this Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

42. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

XI. COVENANT NOT TO SUE BY SETTLING PARTY

43. Settling Party agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Costs and Future UAO Oversight Costs or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which the Past Costs were incurred; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past and Future UAO Oversight Costs.

44. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

46. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreement. EPA and Settling Party reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

46. EPA and Settling Party agree that the actions undertaken by Settling Party in accordance with this Agreement do not constitute an admission of any liability by Settling Party. Settling Party does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

47. The Parties agree that, as of the effective date of this Agreement, Settling Party is entitled to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past and Future UAO Oversight Costs.

48. Settling Party agrees that with respect to any suit or claim for

contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

49. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Party shall not assert, and may not maintain, any defense or claim in any fashion, based upon any defense or claim concerning the timeliness of commencing an action for recovery of the costs in connection with the Site including a claim or defense based on the principles of laches, estoppel, or a statutory limitations period.

XIII. RETENTION OF RECORDS

50. Until fifteen (15) years after the effective date of this Agreement, each Settling Party shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

51. After the conclusion of the document retention period in the preceding paragraph, Settling Party shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Settling Party shall deliver any such records or documents to EPA. Settling Party may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Party asserts such a privilege, Settling Party shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA in redacted form to mask the privileged information only. Settling Party shall retain all records and documents that Settling Party claims to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Party's favor.

52. By signing this Agreement, Settling Party certifies that, to the best of its knowledge and belief, it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

XIV. NOTICES AND SUBMISSIONS

53. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Party.

As to EPA:

Nadine Orrell, Esq.
Assistant Regional Counsel
Environmental Accountability Division
U.S. Environmental Protection Agency
Region 4
61 Forsyth Street
Atlanta, Georgia 30303

As to Settling Party:

Gary K. Hunter, Jr.
Hopping Green Sams and Smith, P.A.
Counsel for ITT Industries, Inc.
123 South Calhoun Street
Post Office Box 6526
Tallahassee, Florida 32314

XV. INTEGRATION

54. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement.

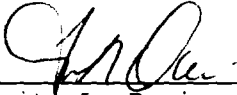
XVI. EFFECTIVE DATE

55. The effective date of this Agreement shall be three days after the date upon which EPA signs this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By:



Anita L. Davis, Acting Chief
CERCLA Program Services Branch
Region 4

5/24/02
Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter relating to the Madison County Sanitary Landfill Superfund Site, U.S. EPA docket number 048B, in Madison County, Florida.

FOR SETTLING PARTY:

Name of Settling Party: ITT Industries, Inc.

Address (print or type): 4 West Red Oak Lane
White Plains, NY 10604

By: Jane Dobson
Name (print or type)

Title: Environmental Counsel

Signature: Jane Dobson

Date: 5/16/02