

UNPUBLISHED

UNITED STATES COURT OF APPEALS

FOR THE FOURTH CIRCUIT

ICAROM, PLC, Enterprise House
Blackrock Company,
Plaintiff-Appellant,

No. 97-2576

v.

HOWARD COUNTY, MARYLAND,
Defendant-Appellee.

Appeal from the United States District Court
for the District of Maryland, at Baltimore.
Andre M. Davis, District Judge.
(CA-94-2414-AMD)

Argued: March 2, 1999

Decided: April 16, 1999

Before WILKINS, NIEMEYER, and HAMILTON, Circuit Judges.

Affirmed by unpublished per curiam opinion.

COUNSEL

ARGUED: J. Marks Moore, III, WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, Baltimore, Maryland, for Appellant. William Fitts Ryan, Jr., WHITEFORD, TAYLOR & PRESTON, L.L.P., Baltimore, Maryland, for Appellee. **ON BRIEF:** Samuel M. Riley, WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, Baltimore, Maryland, for Appellant. Howard R. Feldman, WHITEFORD, TAYLOR & PRESTON, L.L.P., Baltimore, Maryland; Barbara M.

Cook, Katherine L. Taylor, Louis P. Ruzzi, Ellicott City, Maryland,
for Appellee.

Unpublished opinions are not binding precedent in this circuit. See
Local Rule 36(c).

OPINION

PER CURIAM:

Icarom, PLC appeals an order of the district court declaring that Howard County, Maryland is entitled to coverage for contamination of groundwater underneath three landfills owned by the County pursuant to the terms of an insurance policy issued by Icarom. Finding no error, we affirm.

The County owns three landfills: Carr's Mill, New Cut, and Alpha Ridge. The groundwater underneath each of the landfills is contaminated as a result of the byproducts of decomposing waste; contamination at the Carr's Mill site may be exacerbated by hazardous waste leaking from drums illegally deposited on the property.

Icarom brought this declaratory judgment action seeking a determination of its duty to insure the County for losses due to the contamination of the groundwater beneath the landfills pursuant to a policy issued by Icarom covering all risks to real and personal property owned or leased by the County. As pertinent here, Icarom argued that the losses were not covered by the policy because they were not fortuitous.

Having had the benefit of oral argument and the parties' briefs, and after careful consideration of the record and the applicable law, we conclude that the district court correctly determined that the loss was fortuitous. Accordingly, we affirm on the reasoning of the district court. See *Icarom, PLC v. Howard County, Md.*, 981 F. Supp. 379, 387-90 (D. Md. 1997).

AFFIRMED