

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,)	
)	
Plaintiff, and)	
)	
THE CHEMCLENE SITE DEFENSE GROUP,)	
)	
Intervenors/Plaintiffs)	Civil Action No. 99-CV-3715
)	
v.)	
)	
CHEMCLENE CORPORATION, INC., W. LLOYD BALDERSTON, THE ESTATE OF RUTH BALDERSTON, and SPRINGRIDGE MANAGEMENT CORPORATION,)	
)	
)	
)	
Defendants.)	

JOINT MOTION TO AMEND CONSENT DECREE

The United States of America, the Chemclene Site Defense Group (CSDG or Intervenors), Chemclene Corporation, Inc., W. Lloyd Balderston, and Springridge Management Corporation (the Settling Defendants and collectively, the Parties¹) respectfully move the Court for an Order to amend the Consent Decree in the above-captioned matter. A Proposed Order is attached as Exhibit 1. The Consent Decree was first entered by this Court in 2006² and the Parties have sought several amendments to adjust compliance deadlines. Now, nearly 20 years later, the Parties seek leave for amendments designed to accomplish the objectives of the original

¹ The Estate of Ruth Balderston was closed in 2006 and is no longer a party to this matter. Ex. 2, Decl. of Paul Boni at ¶ 2.

² See Ex. 3, Court's July 7, 2006 Order Approving Consent Decree, United States v. Chemclene Corp. et al., Civ. Act. No. 99-CV-3715, ECF No. 102, (CD).

Consent Decree and conclude Settling Defendants' obligations thereunder. In support of their request, the Parties state:

BACKGROUND

1. On July 22, 1999, the United States filed a Complaint pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9606 and 9607, seeking reimbursement of costs incurred for response actions at the Malvern TCE Superfund Site (the Site), located in Chester County, Pennsylvania. On April 25, 2000, the CSDG intervened as Plaintiffs in the case.

2. On December 12, 2005, the United States lodged a proposed Consent Decree resolving the claims among the Parties. The Court entered the Consent Decree on July 7, 2006.

3. The objectives of the Consent Decree were to reimburse the response costs of the United States and Intervenors and resolve the claims of the United States and Intervenors against Settling Defendants by requiring Settling Defendants to sell one or more parcels of land. Ex. 3, CD ¶ 4.

4. Under the Consent Decree, Settling Defendants agreed to pay to the United States the sum of \$1,417,200.00, subject to provisions of the Consent Decree allowing Settling Defendants alternatively to satisfy this obligation through proceeds from the sale of certain property. Ex. 3, CD ¶¶ 8–10.

5. The Consent Decree gave Settling Defendants two options to fulfill their financial obligations to the United States. Settling Defendants could pay from the proceeds obtained through the sale of the Springridge Property, i.e., a parcel of real property contained within the Site; plus, to the extent required, from proceeds resulting from the potential sale of additional properties, known as the Ruth Balderston Site Property and the Collateral Properties. In the

alternative, Settling Defendants could tender to the United States a cash payment from any source. Ex. 3, CD ¶ 9.

6. Under the first option, if the proceeds from the sale of the Springridge Property were insufficient to satisfy the amount due, the Consent Decree provides for certain proceeds from the sale of the additional properties to be paid to the United States in satisfaction of the Settling Defendants' obligation, up to \$300,000 from the Collateral Properties and up to \$50,000 from the Ruth Balderston Site Property.

7. In consideration of these actions and payments, and subject to certain conditions and reservations, the United States covenants not to sue or take administrative action against Settling Defendants for civil liability for reimbursement of response costs or for injunctive relief pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, or for injunctive relief pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973. Ex. 3, CD ¶¶ 78–82. Settling Defendants also receive contribution protection under CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). CD ¶ 90.

8. All modifications of the Consent Decree require the written approval of the Parties and the Court. Ex. 3, CD ¶ 103.

9. Since entering the Consent Decree in 2006, the Settling Defendants have made several attempts to sell the relevant properties, and the Court has entered various amendments to deadlines in the Decree in 2010 (ECF 113), 2013 (ECF 118), 2014 (ECF 120), and 2015 (ECF 122) upon motions by the Parties. Those attempts have not been successful, and the Settling Defendants have now arranged for a different disposition of the Springridge Property and Ruth Balderston Site Property, as described in the attached Declaration of Paul Boni, counsel for the Settling Defendants.

2024 AGREEMENT OF SALE

10. On June 28, 2024, two of the Settling Defendants, Springridge Management Corporation and W. Lloyd Balderston, entered into two agreements of sale with the Township to sell the Springridge Property and the Ruth Balderston Site Property to satisfy the Consent Decree. Ex. 2, Boni Decl. ¶ 6. The closing date of these agreements of sale is scheduled for September 15, 2025. Ex. 2, Boni Decl. ¶ 6. The Collateral Property, as defined in the Consent Decree, is not part of the sale between Springridge Management Corporation and the Township. Ex. 2, Boni Decl. ¶ 6.

11. The purchase price of the Springridge Property is \$930,000, based on a fair market value appraisal of the Springridge Property. Ex. 2, Boni Decl. ¶ 7. Under the agreement of sale for the Springridge Property, Settling Defendants intend to distribute the proceeds to the United States. Ex. 2, Boni Decl. ¶ 7. The agreed-upon price of the Ruth Balderston Site Property was \$143,373, to be based on a fair market value appraisal of the Ruth Balderston Site Property and was revised to be worth \$170,000, to which Settling Defendants and the Township agreed. Ex. 2, Boni Decl. ¶ 8. Settling Defendants have agreed to distribute \$143,373 of the proceeds from the Sale of the Ruth Balderston Site Property to the United States, which has agreed to accept such amount, in addition to the Net Proceeds from the sale of the Springridge Property, in satisfaction under Paragraph 9 of the Consent Decree. Ex. 2, Boni Decl. ¶ 8.

12. Under the agreements of sale, the Township agrees that each property will be subject to certain environmental covenants to be recorded with the Chester County Recorder of Deeds. Ex. 2, Boni Decl. ¶ 9. Relatedly, the Township agrees to ensure that EPA and the CSDG will continue to have reasonable access to the Properties to monitor or otherwise conduct appropriate environmental work at or near the Site. Ex. 2, Boni Decl. ¶ 9.

13. Prior to the closing date of the agreements of sale, the United States anticipates releasing and returning all mortgages, promissory notes, and statutory liens that EPA holds on the Ruth Balderston Site Property, Collateral Property, and Springridge Property, and that any mortgage, encumbrance, or limitation imposed on the Properties shall be deemed satisfied. *See* CD ¶¶ 16.b, 42.b

14. In essence, the Parties agree that the Settling Defendants can satisfy their obligations to pay response costs under the Consent Decree through the payment in the specified amount of \$1,073,373 from the sale of the Springridge Property and the Ruth Balderston Site Property to the Township, rather than through the procedures originally contemplated by the Consent Decree, which would have limited the amount of proceeds available from the sale of the Ruth Balderston Site Property, and required the sale of the Collateral Property, which the Township is not purchasing. *See* Ex. 2, Boni Decl. ¶ 6.

PROPOSED MODIFICATIONS

15. To accomplish the terms set forth in the agreements of sale for the Springridge Property and the Ruth Balderston Site Property, the Parties propose the following modifications to the Consent Decree:

16. The definition of “Net Proceeds” of the Consent Decree shall be deleted and replaced with the following:

“Net Proceeds” of the sale of the Springridge Property and/or Collateral Properties or the Ruth Balderston Site Property shall be calculated by subtracting from the purchase price the following costs:

- a. reasonable real estate agent commissions (including advertising costs), if any;
- b. any recording fees;
- c. any transfer taxes; and

d. reasonable attorney fees related solely to the Closing.

“Net Proceeds” of the Sale of the Springridge Property and the Ruth Balderston Site Property has been agreed by the Parties to be \$1,073,373. Notwithstanding the foregoing, in calculating the “Net Proceeds,” no deductions or offsets shall be made for costs incurred in payment of any liens, including tax liens, or other encumbrances on the property.

17. Paragraph 8 of the Consent Decree shall be deleted and replaced with the following:

Settling Defendants commit to pay to the United States the sum of \$1,073,373, subject to the terms provided in this Consent Decree.

18. Paragraph 9 of the Consent Decree shall be deleted and replaced with the following:

To fulfill their obligations under Paragraph 8 of this Consent Decree, Settling Defendants have the option of making payment either: a) from Net Proceeds obtained through the Sale of the Springridge Property, plus to the extent required under this Consent Decree monies obtained from the Sale of the Ruth Balderston Site Property; or b) by a lump sum cash payment, as provided in Paragraph 13 of this Consent Decree. Payment to the United States shall have priority over any payments to be made pursuant to the Confidential CSDG/Settling Defendants Settlement.

19. Paragraph 10 of the Consent Decree shall be deleted and replaced with the following:

[Reserved].

20. Paragraph 11 of the Consent Decree shall be deleted and replaced with the following:

Payment from Net Proceeds as referred to in Paragraph 9 of this Consent Decree, shall be made within three business days after Closing of the Sale of the Springridge Property, as set forth in Paragraph 41 of this Consent Decree, and if necessary, within three business days after Closing of the Sale of the Ruth Balderston Site Property.

21. Paragraph 13 of the Consent Decree shall be deleted and replaced with the following:

Any lump sum payment, as referred to in Paragraph 9.b of this Consent Decree, may be made at any time prior to Closing of the Sale of the Springridge Property. Settlement moneys due and payable pursuant to Paragraph 9.b shall include the full amount of \$1,073,373, as provided in this Section and Section VII.

22. Paragraph 14 of the Consent Decree shall be deleted and replaced with the following:

The Settling Defendants’ payment shall be made by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account in accordance

with current EFT procedures, referencing a Consolidated Debt Collection System (“CDCS”) reference number, EPA Site/Spill ID No. 03-91, and DOJ Case Number 90-11-3-1731. Payment shall be made in accordance with instructions provided to the Settling Defendants by the Financial Litigation Unit of the United States Attorney’s Office for the Eastern District of Pennsylvania following lodging of the modification of the Consent Decree. Settling Defendants shall send notice that such payment has been made to the United States and EPA as specified in Section XXII (Notices and Submissions).

23. Paragraph 16 of the Consent Decree shall be deleted and replaced with the following:

Within 30 days of receipt of Net Proceeds by the United States, the Parties agree that any mortgage, encumbrance, or limitation imposed on the Collateral Properties shall be deemed satisfied, and upon request, the United States shall so state in writing.

24. Paragraph 17 of the Consent Decree shall be deleted and replaced with the following:

17. Settling Defendants’ Obligations with Respect to Payment of Net Proceeds from the Ruth Balderston Site Property

a. Settling Defendants agree that if full payment of the monies due and owing the United States as set forth in Paragraph 8 of this Consent Decree cannot be made from: i) the Net Proceeds from the Sale of the Springridge Property pursuant to Paragraphs 9.a. and 15 and Sections VII and VIII of this Consent Decree, then no later than one (1) year after the Closing of the Sale of the Springridge Property, in accordance with the timing provisions set forth in Paragraph 15 of this Consent Decree, Settling Defendants will sell the Ruth Balderston Site Property and pay to the United States the remaining unpaid balance due to the United States in satisfaction of the Net Proceeds.

b. If Settling Defendants do not sell the Ruth Balderston Site Property within one (1) year of the Closing of the Sale of the Springridge Property, Settling Defendants agree to sell the Ruth Balderston Site Property by public auction to the highest bidder in accordance with Paragraph 18 of this Consent Decree. The auction shall take place within one year and 30 days after the Closing of the Sale of the Springridge Property.

c. Settling Defendants shall pay to the United States those monies due and owing the United States, as set forth in Paragraph 8 of this Consent Decree, from the Net Proceeds obtained from the sale at public auction of the Ruth Balderston Site Property, in accordance with this Paragraph.

25. Paragraph 39 of the Consent Decree shall be deleted and replaced with the following:

[Reserved].

26. Paragraph 41 of the Consent Decree shall be deleted and replaced with the following:

Settling Defendants agree that the amount due and owing the United States from the Net Proceeds from the Sale of the Springridge Property and the Ruth Balderston Site Property, as referred to in Paragraph 9 of this Consent Decree, shall be paid at Closing of the Sale of the Springridge Property.

27. Paragraph 42.b of the Consent Decree shall be deleted and replaced with the following:

i. Upon request, at least five (5) days prior to Closing of the Sale of the Springridge Property, EPA shall provide to the Settling Defendants and to the prospective purchaser of the Springridge Property, a letter indicating its intent to release the Springridge Lien on the Springridge Property upon full satisfaction of Settling Defendants' payment obligations to the United States at Closing of the Sale of the Springridge Property, as set forth in Section VI of this Consent Decree.

ii. Upon the request specified in Paragraph 42.b.i above, EPA shall provide to the title clerk/escrow agent at Closing a Certificate of Release of Federal Superfund Lien for filing with the prothonotary of Chester County, Pennsylvania, or other appropriate local office.

iii. Notwithstanding anything in this Consent Decree to the contrary, EPA shall release the Springridge Lien upon payment by the Settling Defendants of the lump sum cash payment pursuant to Paragraphs 9.b, 13, and 41 of this Consent Decree. The title clerk/escrow agent handling the Closing shall file a Certificate of Release of Federal Superfund Lien with the prothonotary of Chester County, Pennsylvania, or other appropriate local office, within seven (7) days of Closing.

28. Paragraph 69 of the Consent Decree shall be deleted and replaced with the following:

If any amount due to the United States under this Consent Decree is not paid by the required date, the Settling Defendants shall pay as a stipulated penalty of \$1,000 per day that such payment is late.

29. Notices in Paragraph 99, with respect to the EPA, Settling Defendants and CSDG only, shall be deleted and replaced with the following:

EPA:

Remedial Project Manager for Malvern TCE Site
Superfund and Emergency Management Division
U.S. Environmental Protection Agency – Region 3
1600 John F. Kennedy Boulevard

Philadelphia, PA 19103

Settling Defendants:

Paul Boni, Esquire
Law Offices of Paul Boni, P.C.
3 Bells Court
Philadelphia, PA 19106

CSDG:

Bonnie Allyn Barnett, Esq.
Faegre Drinker
One Logan Square, Suite 2000
Philadelphia, PA 19103

All other notices in Paragraph 99 shall remain unchanged.

PUBLIC NOTICE

30. Additionally, before seeking the Court's approval of the Consent Decree, the United States will file the proposed modification in the Federal Register, seeking public comment on these modifications for a period of thirty days. After the close of the public comment period, the United States will evaluate any comments received and will move for entry of the modification, unless the comments disclose facts or considerations that indicate the proposed modifications are inappropriate, improper, or inadequate, or if the Net Proceeds are not available from the closing date of the agreements of sale. Therefore, the Parties respectfully ask that the Court refrain from acting on this Motion until close of the comment period and the United States notifies the Court that it supports entry of the modifications after expiration of the public comment period.

Respectfully Submitted,

ADAM R. F. GUSTAFSON
Acting Assistant Attorney General

/s Asia A. McNeil-Womack
ASIA A. MCNEIL-WOMACK
Senior Attorney
Environmental Enforcement Section
Environment & Natural Resources Division
United States Department of Justice
Counsel for the United States

OF COUNSEL:
Jennifer E. Clark
Assistant Regional Counsel, Office of Regional Counsel
US EPA Region 3

/s Paul Boni
PAUL BONI
Law Offices of Paul Boni, P.C.
Counsel for Settling Defendants

/s Bonnie Allyn Barnett
BONNIE ALLYN BARNETT
Faegre Drinker
Counsel for CSDG, Intervenors/Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,)	
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Plaintiff, and)	
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THE CHEMCLENE SITE DEFENSE GROUP,)	
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Intervenors/Plaintiffs)	Civil Action No. 99-CV-3715
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v.)	
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CHEMCLENE CORPORATION, INC., W. LLOYD BALDERSTON, THE ESTATE OF RUTH BALDERSTON, And SPRINGRIDGE MANAGEMENT CORPORATION,)	
)	
)	
)	
Defendants.)	

PROPOSED ORDER AMENDING CONSENT DECREE

Upon consideration of the Joint Motion to Amend Consent Decree, **IT IS HEREBY ORDERED THAT:**

1. The definition of “Net Proceeds” of the Consent Decree shall be deleted and replaced with the following:

“Net Proceeds” of the sale of the Springridge Property and/or Collateral Properties or the Ruth Balderston Site Property shall be calculated by subtracting from the purchase price the following costs:

- a. reasonable real estate agent commissions (including advertising costs), if any;
- b. any recording fees;

- c. any transfer taxes; and
- d. reasonable attorney fees related solely to the Closing.

“Net Proceeds” of the Sale of the Springridge Property and the Ruth Balderston Site Property has been agreed by the Parties to be \$1,073,373. Notwithstanding the foregoing, in calculating the “Net Proceeds,” no deductions or offsets shall be made for costs incurred in payment of any liens, including tax liens, or other encumbrances on the property.

- 2. Paragraph 8 of the Consent Decree shall be deleted and replaced with the following:

Settling Defendants commit to pay to the United States the sum of \$1,073,373, subject to the terms provided in this Consent Decree.

- 3. Paragraph 9 of the Consent Decree shall be deleted and replaced with the following:

To fulfill their obligations under Paragraph 8 of this Consent Decree, Settling Defendants have the option of making payment either: a) from Net Proceeds obtained through the Sale of the Springridge Property, plus to the extent required under this Consent Decree monies obtained from the Sale of the Ruth Balderston Site Property; or b) by a lump sum cash payment, as provided in Paragraph 13 of this Consent Decree. Payment to the United States shall have priority over any payments to be made pursuant to the Confidential CSDG/Settling Defendants Settlement.

- 4. Paragraph 10 of the Consent Decree shall be deleted and replaced with the following:

[Reserved].

- 5. Paragraph 11 of the Consent Decree shall be deleted and replaced with the following:

Payment from Net Proceeds as referred to in Paragraph 9 of this Consent Decree, shall be made within three business days after Closing of the Sale of the Springridge Property, as set forth in Paragraph 41 of this Consent Decree, and if necessary, within three business days after Closing of the Sale of the Ruth Balderston Site Property.

6. Paragraph 13 of the Consent Decree shall be deleted and replaced with the following:

Any lump sum payment, as referred to in Paragraph 9.b of this Consent Decree, may be made at any time prior to Closing of the Sale of the Springridge Property. Settlement moneys due and payable pursuant to Paragraph 9.b shall include the full amount of \$1,073,373 as provided in this Section and Section VII.

7. Paragraph 14 of the Consent Decree shall be deleted and replaced with the following:

The Settling Defendants' payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing a Consolidated Debt Collection System ("CDCS") reference number, EPA Site/Spill ID No. 03-91, and DOJ Case Number 90-11-3-1731. Payment shall be made in accordance with instructions provided to the Settling Defendants by the Financial Litigation Unit of the United States Attorney's Office for the Eastern District of Pennsylvania following lodging of the modification of the Consent Decree. Settling Defendants shall send notice that such payment has been made to the United States and EPA as specified in Section XXII (Notices and Submissions).

8. Paragraph 16 of the Consent Decree shall be deleted and replaced with the following:

Within 30 days of receipt of Net Proceeds by the United States, the Parties agree that any mortgage, encumbrance, or limitation imposed on the Collateral Properties shall be deemed satisfied, and upon request, the United States shall so state in writing.

9. Paragraph 17 of the Consent Decree shall be deleted and replaced with the following:

17. Settling Defendants' Obligations with Respect to Payment of Net Proceeds from the Ruth Balderston Site Property

a. Settling Defendants agree that if full payment of the monies due and owing the United States as set forth in Paragraph 8 of this Consent Decree cannot be made from: i) the Net Proceeds from the Sale of the Springridge Property pursuant to Paragraphs 9.a. and 15 and Sections VII and VIII of this Consent Decree, then no later than one (1) year after the Closing of the Sale of the Springridge Property, in accordance with the timing provisions set forth in Paragraph 15 of this Consent

Decree, Settling Defendants will sell the Ruth Balderston Site Property and pay to the United States the remaining unpaid balance due to the United States in satisfaction of the Net Proceeds.

b. If Settling Defendants do not sell the Ruth Balderston Site Property within one (1) year of the Closing of the Sale of the Springridge Property, Settling Defendants agree to sell the Ruth Balderston Site Property by public auction to the highest bidder in accordance with Paragraph 18 of this Consent Decree. The auction shall take place within one year and 30 days after the Closing of the Sale of the Springridge Property.

c. Settling Defendants shall pay to the United States those monies due and owing the United States, as set forth in Paragraph 8 of this Consent Decree, from the Net Proceeds obtained from the sale at public auction of the Ruth Balderston Site Property, in accordance with this Paragraph.

10. Paragraph 39 of the Consent Decree shall be deleted and replaced with the following:

[Reserved].

11. Paragraph 41 of the Consent Decree shall be deleted and replaced with the following:

Settling Defendants agree that the amount due and owing the United States from the Net Proceeds from the Sale of the Springridge Property and the Ruth Balderston Site Property, as referred to in Paragraph 9 of this Consent Decree, shall be paid at Closing of the Sale of the Springridge Property.

12. Paragraph 42.b of the Consent Decree shall be deleted and replaced with the following:

i. Upon request, at least five (5) days prior to Closing of the Sale of the Springridge Property, EPA shall provide to the Settling Defendants and to the prospective purchaser of the Springridge Property, a letter indicating its intent to release the Springridge Lien on the Springridge Property upon full satisfaction of Settling Defendants' payment obligations to the United States at Closing of the Sale of the Springridge Property, as set forth in Section VI of this Consent Decree.

ii. Upon the request specified in Paragraph 42.b.i above, EPA shall provide to the title clerk/escrow agent at Closing a Certificate of Release of Federal Superfund Lien for filing with the prothonotary of Chester County, Pennsylvania, or other appropriate local office.

iii. Notwithstanding anything in this Consent Decree to the contrary, EPA shall release the Springridge Lien upon payment by the Settling Defendants of the lump sum cash payment pursuant to Paragraphs 9.b, 13, and 41 of this Consent Decree. The title clerk/escrow agent handling the Closing shall file a Certificate of Release of Federal Superfund Lien with the prothonotary of Chester County, Pennsylvania, or other appropriate local office, within seven (7) days of Closing.

13. Paragraph 69 of the Consent Decree shall be deleted and replaced with the following:

If any amount due to the United States under this Consent Decree is not paid by the required date, the Settling Defendants shall pay as a stipulated penalty of \$1,000 per day that such payment is late.

14. Notices in Paragraph 99, with respect to the EPA, Settling Defendants, and CSDG only, shall be deleted and replaced with the following:

EPA:

Remedial Project Manager for Malvern TCE Site
Superfund and Emergency Management Division
U.S. Environmental Protection Agency – Region 3
1600 John F. Kennedy Boulevard
Philadelphia, PA 19103

Settling Defendants:

Paul Boni, Esquire
Law Offices of Paul Boni, P.C.
3 Bells Court
Philadelphia, PA 19106

CSDG:

Bonnie Allyn Barnett, Esq.
Faegre Drinker
One Logan Square, Suite 2000
Philadelphia, PA 19103

All other notices in Paragraph 99 shall remain unchanged.

15. The effective date of this modification of the Consent Decree shall be the date upon which the Court approves this modification.

SO ORDERED.

UNITED STATES DISTRICT COURT JUDGE

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,)	
)	
Plaintiff, and)	
)	
THE CHEMCLENE SITE DEFENSE GROUP,)	
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Intervenors/Plaintiffs)	Civil Action No. 99-CV-3715
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v.)	
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CHEMCLENE CORPORATION, INC., W. LLOYD BALDERSTON, THE ESTATE OF RUTH BALDERSTON, and SPRINGRIDGE MANAGEMENT CORPORATION,)	
)	
)	
)	
Defendants.)	

JOINT MOTION TO AMEND CONSENT DECREE

EXHIBIT 2

DECLARATION OF PAUL BONI

I, Paul Boni, in accordance with 28 U.S.C. § 1746, hereby declare under penalty of perjury under the United States of America that the following is true and correct to the best of my knowledge:

1. I submit this Declaration in support of the Parties' Joint Motion to Amend the Consent Decree in the above-captioned matter. I am competent to testify as to the statements contained therein, which are based on my own personal knowledge of this matter.

2. I am counsel of record for Settling Defendants Chemcene Corporation Inc., W. Lloyd Balderston, and Springridge Management Corporation in the above-captioned matter. Until the

Estate of Ruth Balderston closed in 2006, I also was counsel of record for the Estate of Ruth Balderston.

3. I have represented Settling Defendants in their efforts to sell the relevant properties since the Court entered the Consent Decree in 2006. Those attempts have unfortunately not been successful, and as a result of several joint motions over several years, the Court has entered various modifications to the Consent Decree modifying certain deadlines.

4. In particular, in cooperation with the Intervenor/Plaintiffs Chemclene Site Defense Group, and while keeping the Plaintiff United States apprised, Settling Defendants entered into a letter of intent with a real estate developer in 2008, an agreement of sale with a different developer in 2013, and an agreement of sale with a third developer in 2016. All such deals fell apart due to various factors including the existence of protected species at the property, and zoning restrictions.

5. In light of the difficulty of selling, and of the environmental benefits of the existing flora, fauna and other natural features of the property, Settling Defendants shifted gears and proposed that certain of the properties (i.e., the largest ones) be sold to the local municipality for public use, with the proceeds of the sale going to the Plaintiff United States.

6. More recently, Settling Defendants, have now reached proposed dispositions of certain properties to satisfy their obligations under the Consent Decree. On June 28, 2024, two of the Settling Defendants, Springridge Management Corporation and W. Lloyd Balderston entered into agreements of sale with the East Whiteland Township for the Springridge Property and the Ruth Balderston Site Property. The Collateral Property, as defined in the Consent Decree, is not part of the sale between Settling Defendants and the Township. The closing date of these agreements is

scheduled for September 15, 2025. The Settling Defendants and the Township hope to obtain the Court's approval of this Consent Decree modification before closing on September 15, 2025.

7. The purchase price of the Springridge Property is \$930,000, based on a fair market value appraisal of the Springridge Property. Settling Defendants intend to distribute the proceeds to the United States in satisfaction of their obligations under the Consent Decree.

8. The agreed-upon price of the Ruth Balderston Site Property was \$143,373, which was based on a fair-market value appraisal of the Ruth Balderston Site Property and revised to be \$170,000, to which Settling Defendants and the Township agreed. Settling Defendants have agreed to distribute \$143,373 of the proceeds from the sale of the Ruth Balderston Site Property to the United States, which has agreed to accept such amount, in addition to the Net Proceeds from the sale of the Springridge Property, in satisfaction under Paragraph 9 of the Consent Decree.

9. Under the agreements of sale, each property will be subject to certain environmental covenants to be recorded with the Chester County Recorder of Deeds. EPA and the Chemclene Site Defense Group will continue to have reasonable access to the properties to monitor or otherwise conduct appropriate environmental work at or near the Malvern TCE Superfund Site.

Executed August 26, 2025, in Philadelphia, Pennsylvania.

/s/ Paul B.