

State of Washington  
Department of Ecology  
In the Matter of Remedial Action by:  
Stillwater Holdings, LLC  
Enforcement Order  
No. DE 22902

To: Ben Kleban  
Stillwater Holdings, LLC  
1948 Stillwater Drive  
Walla Walla, WA 99362-8827

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## 1. Introduction

The objective of the State of Washington, Department of Ecology (Ecology) under this Enforcement Order (Order) is to require remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires Stillwater Holdings, LLC (SH) to maintain vapor intrusion mitigation and sump water treatment and disposal. Ecology believes the actions required by this Order are in the public interest.

## 2. Jurisdiction

This Enforcement Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70A.305.050(1).

## 3. PLP(s) Bound

This Order shall apply to and be binding upon SH. To the extent allowed by law, changes in ownership or corporate status shall not alter SH's responsibility under this Order. SH shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

SH compliance or noncompliance by any PLP with any provision of this Order shall not excuse or justify noncompliance by any other PLP(s). No PLP shall interfere in any way with performance of the Work in accordance with this Order by any other PLPs. In the event of the insolvency or other failure of any one or more PLP(s) to implement the requirements of this Order, the remaining PLP(s) shall complete all such requirements.

## 4. Definitions

Unless otherwise specified herein, the definitions set forth in RCW 70A.305 and WAC 173-340 shall control the meanings of the terms in this Order.

### 4.1 Site

The Site is referred to as Stillwater Holdings Chevron (SHC). The Site constitutes a facility under RCW 70A.305.020(8). The Site is defined by where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed of, or placed, or otherwise come to be located. Based upon factors currently known to Ecology, the Site is located at 7 East Rose St in Walla Walla, Washington as shown in the Location Diagram (Exhibit A).

#### 4.2 Potentially Liable Person (PLP)

Refers to Stillwater Holdings, LLC.

#### 4.3 Subject PLP(s)

Refers to PLP(s) subject to the Order.

#### 4.4 Enforcement Order or Order

Refers to this Order and each of the exhibits to the Order. All exhibits are an integral and enforceable part of this Order.

## 5. Findings of Fact

Ecology makes the following findings of fact, without any express or implied admissions of such facts by EO PLP(s): Ecology was notified of a release of hazardous substances on the adjacent property, the Marcus Whitman Hotel located at 6 W Rose St from a September 14, 2023, Environmental Report Tracking System (ERTS) complaint and was subsequently recommended to be placed on the Confirmed and Suspected Contaminated Sites List. On October 19, 2023, an initial site investigation was completed confirming soil and groundwater contamination on the SHC Site.

### 5.1

Based upon factors currently known to Ecology, the Site is generally located at 7 East Rose Street Walla Walla, Washington as shown in the Location Diagram (Exhibit A).

### 5.2

The petroleum contamination found at the Site includes “hazardous substance(s)” as defined in RCW 70A.305.020(13).

## 6. Ecology Determinations

Ecology makes the following determinations, without any express or implied admissions of such determinations (and underlying facts) by SH.

### 6.1

Stillwater Holdings, LLC is an “Owner or Operator”, as defined in RCW 70A.305.020(22) of the Site.

### 6.2

Based upon all factors known to Ecology, a “release” or “threatened release” of “hazardous substance(s)” as defined in RCW 70A.305.020(32), (13), respectively, has occurred at the Site.

### 6.3

Based upon credible evidence, Ecology issued a PLP status letter to SH dated January 18, 2024, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that SH is a PLP under RCW 70A.305.040 and notified SH of this determination by letter dated January 18, 2023.

### 6.4

Pursuant to RCW 70A.305.030(1), .050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

### 6.5

Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, remedial investigation/feasibility study, or design of a cleanup action plan. Ecology anticipates that emergency interim actions are required during the duration of this Order as described in Exhibit B. Based on these circumstances, Ecology has determined that an interim action is required under WAC 173-340-430.

## 7. Work to be Performed

Based upon the above Findings of Fact and Ecology Determinations, Ecology hereby orders SH to comply with all provisions of this Order and any modifications to this Order, including all exhibits to this Order and all documents incorporated by reference into this Order. Ecology hereby orders that SH take the following remedial actions at the Site. SH must conduct these remedial actions in accordance with WAC 173-340:

### 7.1

SH will maintain vapor intrusion mitigation and sump water treatment and disposal in accordance with the schedule and terms of the Scope of Work and Schedule, Exhibit B, and all other requirements of this Order.

## 7.2

If SH learns of a significant change in conditions at the Site, including but not limited to a statistically significant increase in contaminant and/or chemical concentrations in soil or groundwater, SH, within seven (7) days of learning of the change in condition, shall notify Ecology in writing of said change and provide Ecology with any reports or records (including laboratory analyses, sampling results) relating to the change in conditions. In the event that Ecology determines that this unanticipated or changed circumstances warrant changes in the Scope of Work, Ecology shall modify the associated Work Plan in writing accordingly or direct SH to modify and submit the modified Work Plan to Ecology for approval. SH shall perform the Work Plan as modified.

## 7.3

SH shall submit to Ecology written monthly Progress Reports that describe the actions taken during the previous month to implement the requirements of this Order. SH must submit all Progress Reports by the tenth (10th) day of the month in which they are due after the effective date of this Order. Unless otherwise specified by Ecology, Progress Reports and any other documents submitted pursuant to this Order shall be sent by certified mail, return receipt requested, to Ecology's project coordinator. The Progress Reports shall include the following:

### 7.3.1

A list of on-site activities that have taken place during the month.

### 7.3.2

Detailed description of any deviations from required tasks not otherwise documented in project plans or amendment requests.

### 7.3.3

Description of all deviations from the Scope of Work and Schedule (Exhibit B) during the current month and any planned deviations in the upcoming month.

### 7.3.4

For any deviations in schedule, a plan for recovering lost time and maintaining compliance with the schedule.

### 7.3.5

All raw data (including laboratory analyses) received during the previous quarter (if not previously submitted to Ecology), together with a detailed description of the underlying samples collected.

### 7.3.6

A list of deliverables for the upcoming month.

## 7.4

Pursuant to WAC 173-340-440(11), SH shall maintain sufficient and adequate financial assurance mechanisms to cover all costs associated with the operation and maintenance of vapor mitigation and sump water treatment and disposal at the Site.

### 7.4.1

Within sixty (60) days of the effective date of this Order, SH shall submit to Ecology for review and approval an estimate of the costs under this Order for operation and maintenance of the remedial actions at the Site, including institutional controls, compliance monitoring and corrective measures. Within sixty (60) days after Ecology approves the aforementioned cost estimate, SH shall provide proof of financial assurances sufficient to cover all such costs in a form acceptable to Ecology.

### 7.4.2

SH shall adjust the financial assurance coverage and provide Ecology's project coordinator with documentation of the updated financial assurance for:

7.4.2.1 Inflation, annually, within thirty (30) days of the anniversary date of the entry of this Order; or if applicable, the modified anniversary date established in accordance with this section, or if applicable, ninety (90) days after the close of SH's fiscal year if the financial test or corporate guarantee is used.

7.4.2.2 Changes in cost estimates, within thirty (30) days of issuance of Ecology's approval of a modification or revision to the cleanup action plan (CAP) that result in increases to the cost or expected duration of remedial actions. Any adjustments for inflation since the most recent preceding anniversary date shall be made concurrent with adjustments for changes in cost estimates. The issuance of Ecology's approval of a revised or modified CAP will revise the anniversary date established under this section to become the date of issuance of such revised or modified CAP.

## 7.5

Except where necessary to abate an emergency situation or where required by law, SH shall not perform any remedial actions at the Site outside those remedial actions required by this Order to address the contamination that is the subject of this Order, unless Ecology concurs, in writing, with such additional remedial actions pursuant to Section 8.10 (Amendment of Order). In the event of an emergency, or where actions are taken as required by law, SH must notify Ecology in writing of the event and remedial

action(s) planned or taken as soon as practical but no later than within twenty-four (24) hours of the discovery of the event.

## 7.6

Ecology may determine that, in addition to tasks described in the Scope of Work, other additional work may be necessary to accomplish the objectives of MTCA. SH must perform these response actions in addition to those required by the Scope of Work, if Ecology determines that such actions are necessary to meet the requirements of MTCA. SH must complete the additional work according to the standards, specifications, and schedule set forth or approved by Ecology in a written modification to any Work Plan. Ecology reserves the right to conduct the work itself, to seek reimbursement from SH for the costs incurred in performing the work, and/or to seek any other appropriate relief. Nothing in this Paragraph shall be construed to limit Ecology's authority to require performance of further response actions at the Site.

## 8. Terms and Conditions

### 8.1 Remedial Action Costs

SH shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for or on the Site under RCW 70A.305, including remedial actions and Order preparation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the issuance of this Order. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). Ecology's Toxics Cleanup Program (TCP) has accumulated \$38,354.19 in remedial action costs related to this Site as of May 30, 2024. NOTE: The date specified by the TCP Cost Recovery Coordinator will be the end of the last quarter, and the amount specified will be the amount as of the end of the last quarter. For costs incurred before this date, Ecology will send the Subject PLP(s) an invoice soon after the Order is signed. For costs incurred after this date, Ecology will send the Subject PLP(s) an invoice quarterly. For all Ecology costs incurred, SH shall pay the required amount within thirty (30) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.



In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70A.305.060, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

## 8.2 Designated Project Coordinators

The project coordinator for Ecology is:

Elizabeth Kercher  
Eastern Regional Office, Department of Ecology  
4601 N. Monroe Street  
Spokane, WA 99205  
509-724-1164  
bker461@ecy.wa.gov

The project coordinator for Subject PLP(s) is:

Ben Kleban  
Stillwater Holdings LLC  
1948 Stillwater Drive  
Walla Walla, WA 99362  
(504) 756-5577  
ben@benkleban.com

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and SH, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Order.

Any party may change its respective project coordinator. Written notification shall be given to the other party at least ten (10) calendar days prior to the change.

## 8.3 Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct supervision of an engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43, .220.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrologic, or engineering work shall be under the seal of an appropriately licensed professional as required by RCW 18.43, .220.

SH shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s), subcontractor(s), and other key personnel to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

#### 8.4 Access

RCW 70A.305.030(1)(a) authorizes Ecology or any Ecology authorized representative to enter all property at the Site that SH either owns, controls, or has access rights to, after reasonable notice unless an emergency prevents such notice. SH shall use their best efforts to secure access rights for those properties within the Site not owned or controlled by SH where remedial activities or investigations will be performed pursuant to this Order.

As used in this Section, “best efforts” means the efforts that a reasonable person in the position of SH would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access and/or use restriction agreements, as required by this Section. If, within 30 days after the effective date of this Order, SH is unable to accomplish what is required through “best efforts,” they shall notify Ecology, and include a description of the steps taken to comply with the requirements. If Ecology deems it appropriate, it may assist SH, or take independent action, in obtaining such access and/or use restrictions. Ecology reserves the right to seek payment from SH for all costs, including cost of attorneys’ time, incurred by Ecology in obtaining such access or agreements to restrict land, water, or other resource use.

#### 8.5 Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, SH shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section 7 (Work to be Performed), Ecology’s Toxics Cleanup Program Policy 840 (Data Submittal

Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

Upon Ecology's request, SH shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by SH pursuant to the implementation of this Order. SH shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

## 8.6 Access to Information

SH shall provide to Ecology, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within SH's possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the work. SH shall also make available to Ecology, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the work.

Nothing in this Order is intended to waive any right SH may have under applicable law to limit disclosure of Records protected by the attorney work-product privilege and/or the attorney-client privilege. If SH withholds any requested Records based on an assertion of privilege, SH shall provide Ecology with a privilege log specifying the Records withheld and the applicable privilege. No Site-related data collected pursuant to this Order shall be considered privileged, including: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, biological, or engineering data, or the portion of any other record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Order.

Notwithstanding any provision of this Order, Ecology retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under any other applicable statutes or regulations.

## 8.7 Retention of Records

During the pendency of this Order, and for ten (10) years from the date of completion of the work performed pursuant to this Order, SH shall preserve all records, reports,

documents, and underlying data in its possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors.

## 8.8 Delay in Performance

### 8.8.1

SH shall notify Ecology of any delay or anticipated delay in performing any requirement of this Order. Such notification shall be made by telephone and email to the Ecology Project Coordinator within forty-eight (48) hours after SH first knew or should have known that a delay might occur. SH shall adopt all reasonable measures to avoid or minimize any such delay. Within seven (7) days after notifying Ecology by telephone and email, SH shall provide to Ecology written notification fully describing the nature of the delay, the anticipated duration of the delay, any justification for the delay, all actions taken or to be taken to prevent or minimize the delay or the effect of the delay, a schedule for implementation of any measures to be taken to mitigate the effect of the delay, and any reason why SH should not be held strictly accountable for failing to comply with any relevant requirements of this Order. Increased costs or expenses associated with implementation of the activities called for in this Order is not a justification for any delay in performance.

### 8.8.2

Ecology shall consider any delay in performance of this Order that, in Ecology's judgment, is not properly justified by SH a violation of this Order. Any delay in performance of this Order shall not affect SH' obligations to fully perform all obligations under the terms and conditions of this Order.

## 8.9 Amendment of Order

The Ecology Project Coordinator may make minor changes to any plan or schedule or the work to be performed under this Order without formally amending this Order. The Ecology Project Coordinator may direct such changes in writing or verbally. Ecology will memorialize any verbal change in writing, but the effective date of the change is the date Ecology's Project Coordinator verbally directed the change.

To make substantial changes to any plan or schedule or the work to be performed, Ecology will formally amend this Order. Such amendments will be in writing and signed by the Regional Section Manager of the Toxics Cleanup Program. Such amendments are subject to public notice and comment.

No informal advice, guidance, suggestion, or comment by Ecology's Project Coordinator or other Ecology representatives regarding any deliverables submitted by SH shall relieve

SH of their obligation to obtain any formal approval required by this Order, or to comply with all requirements of this Order, unless it is formally modified.

#### 8.10 Endangerment

In the event Ecology determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct SH to cease such activities for such period of time as it deems necessary to abate the danger. SH shall immediately comply with such direction.

In the event SH determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment, SH may cease such activities. SH shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction, SH shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with SH's cessation of activities, it may direct SH to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, SH's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section 8.1 (Delay in Performance) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

#### 8.11 Reservation of Rights

Ecology reserves its rights under RCW 70A.305, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health or the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

Nothing in this Order shall limit the power and authority of Ecology to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Order shall prevent Ecology from seeking legal or equitable relief to

enforce the terms of this Order, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring SH in the future to perform additional activities pursuant to MTCA, CERCLA or any other applicable law.

## 8.12 Other Claims

By issuance of this Order, Ecology assumes no liability for injuries or damages to persons or property resulting from any acts or omissions of SH. Ecology shall not be deemed a party to any contract entered into by SH or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Order.

Nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against SH or any person not a party to this Order, for any liability such person may have under MTCA, CERCLA, other statutes, or common law.

No action or decision by Ecology pursuant to this Order shall give rise to any right to judicial review, except as set forth in RCW 70A.305A.070.

## 8.13 Transfer of Interest in Property

Before any voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by SH, SH shall provide for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Further, prior to SH's transfer of any interest in all or any portion of the Site, SH shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and at least thirty (30) days prior to any transfer, SH shall notify Ecology of said transfer. Upon transfer of any interest, SH shall notify all transferees of the restrictions on the activities and uses of the property under this Order and incorporate any such use restrictions into the transfer documents.

## 8.14 Compliance with Applicable Laws

### 8.14.1 Applicable Laws

All actions carried out by SH pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits or approvals, except as provided in RCW 70A.305.090. At this time, no federal, state, or local requirements have been identified as being applicable to the actions required by this Order. SH has a continuing obligation to identify additional applicable federal, state, and local requirements which apply to actions carried out pursuant to this Order, and to comply with those requirements. As additional federal, state, and local

requirements are identified by Ecology or the SH, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order and the PLP must implement those requirements.

#### 8.14.2 **Relevant and Appropriate Requirements**

All actions carried out by SH pursuant to this Order shall be done in accordance with relevant and appropriate requirements identified by Ecology. At this time, no relevant and appropriate requirements have been identified as being applicable to the actions required by this Order. If additional relevant and appropriate requirements are identified by Ecology or SH, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order and SH must implement those requirements.

#### 8.14.3

Pursuant to RCW 70A.305.090(1), SH may be exempt from the procedural requirements of RCW 70A.15, 70A.205, 70A.300, 77.55, 90.48, and 90.58 and of any laws requiring or authorizing local government permits or approvals. However, SH shall comply with the substantive requirements of such permits or approvals. For permits and approvals covered under RCW 70A.305.090(1) that have been issued by local government, Ecology has the non-exclusive ability under this Order to enforce those local government permits and/or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this section.

#### 8.14.4

SH has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or SH determines that additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or SH shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, SH shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by SH and on how SH must meet those requirements. Ecology shall inform SH in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. SH shall not begin

or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

#### 8.14.5

Pursuant to RCW 70A.305.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70A.305.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply and SH shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70A.305.090(1), including any requirements to obtain permits.

### 8.15 Periodic Review

So long as remedial action continues at the Site, the Ecology will review the progress of remedial action at the Site, and review the data accumulated as a result of monitoring the Site as often as Ecology determines is necessary and appropriate under the circumstances. Unless otherwise decided by Ecology, every five (5) years after the initiation of cleanup action at the Site, the Parties will confer regarding the status of the Site and the need, if any, for further remedial action at the Site. At least ninety (90) days prior to each periodic review, SH shall submit a report to Ecology that documents whether human health and the environment are being protected based on the factors set forth in WAC 173-340-420(4). Ecology reserves the right to require further remedial action at the Site under appropriate circumstances. This provision shall remain in effect for the duration of this Order.

## 9. Satisfaction of Order

The provisions of this Order shall be deemed satisfied upon SH's receipt of written notification from Ecology that SH has completed the remedial activity required by this Order, and that SH has complied with all other provisions of this Enforcement Order.

## 10. Severability

If a court issues an order that invalidates any provision of this Order or finds that SH have sufficient cause not to comply with one or more provisions of this Order, SH shall remain bound to comply with all provisions of this Order not invalidated or determined to be subject to a sufficient cause defense by the court's order.

## 11. Enforcement

Pursuant to RCW 70A.305.050, this Order may be enforced as follows:



11.1

The Attorney General may bring an action to enforce this Order in a state or federal court.

11.2

The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.

11.3

A liable party, who refuses without sufficient cause, to comply with any term of this Order will be liable for:

11.3.1

Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply.

11.3.2

Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.

11.4

This Order is not appealable to the Washington Pollution Control Hearings Board. This Order may be reviewed only as provided under RCW 70A.305.070.

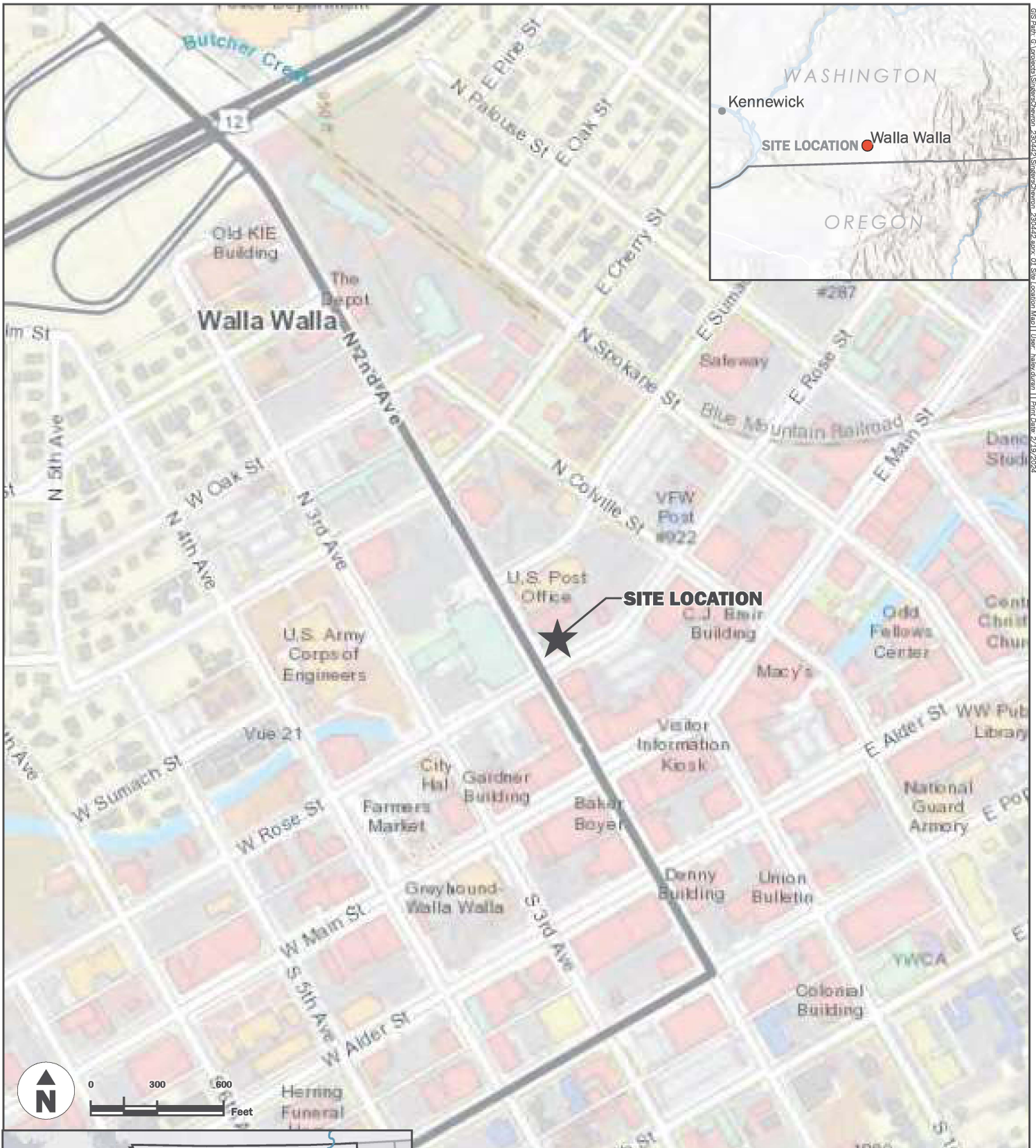
Effective date of this Order: 6/18/2024

State of Washington  
Department of Ecology



Nicholas M. Acklam  
Section Manager  
Toxics Cleanup Program  
Eastern Regional Office  
(509) 818-7457

Exhibit A — Site Location



### Site Location Map

Stillwater Holdings Chevron  
Soil and UST Removal Interim Action  
7 E Rose St  
Walla Walla, Washington

	FEB-2024	BY: STM / HMD	FIGURE NO. <b>1</b>
	PROJECT NO. 230442	REVISED BY: ---/---	

Data source credits: None | Basemap Service Layer Credits: City of Walla Walla, Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, City of Walla Walla, Oregon State Parks, WA State Parks GIS, Esri, TomTom, Garmin, FAO, NOAA, USGS, Bureau of Land Management, EPA, NPS, USFWS, Esri, USGS, Esri, HERE, Garmin, USGS, EPA, NPS

GIS Path: G:\Projects\SiteLocation\230442\GIS\Map\Map1 User: hargreaves\11 Project Date: 2/19/2024

# Exhibit B | Scope of work and schedule

## Scope of Work

### Purpose

The work under this Enforcement Order (EO) requires the Potentially Liable Person (PLP) to conduct Ecology Required Emergency Interim Actions. The purpose of these interim actions is for the Site is to provide immediate protection to human health and the environment.

The PLP shall coordinate with Ecology throughout the development of the work required by the EO and shall keep Ecology informed of changes to any Work Plan or other project plans, and of any issues or problems as they develop.

The PLP shall furnish all personnel, materials, and services necessary for, or incidental to, performing the interim actions at the Site.

Deliverables prepared under this EO shall be submitted to Ecology for review and approval in electronic format as both a tracked Word document (.doc) and Adobe (.pdf) format. Work may not begin for each task before receiving written approval from Ecology.

The PLP or their contractors shall submit all sampling data generated under this EO and previously collected at the site to Ecology for entry into the Environmental Information Management System (EIM) in accordance with [WAC 173-340-840\(5\)](#) and Ecology's Toxics Cleanup Program [Policy 840: Data Submittal Requirements](#). Validated data is required to be in the EIM database within 30 days of submittal.

The Scope of Work (SOW) is divided into two major tasks as follows:

- Task 1. Sump Wastewater Treatment and Disposal
- Task 2 - Vapor Intrusion Mitigation
- Task 3. Progress Reports

The SOW outlined within this document is for reference and a framework that may be used for the development of the detailed work plan and SOW specifically to the EO, following the execution of the EO.

## Ecology Required Emergency Interim Actions

Remedial actions implemented prior to completion of RI will be considered emergency interim actions include those that:

- are technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance.
- correct a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed.
- are needed to provide for completion of the remedial investigation/feasibility study or design of the cleanup action.

Emergency interim actions will be implemented in accordance with [WAC 173-340-430](#), [WAC 173-340-880](#), and the EO, and will be designed in a manner that will not foreclose reasonable alternatives for any final cleanup action that may be required. Remedial actions for contaminated sediments will be designated partial cleanup actions and will be implemented pursuant to [WAC 173-204-550\(3\)\(d\)](#).

As required by Ecology, the PLP will implement and maintain the treatment and disposal of sump wastewater as well as vapor intrusion mitigation as described below.

### Task 1 - Sump Wastewater Treatment and Disposal

Contaminated water originating from the Stillwater Holding Chevron (SH) shall continue to be treated and discharged from the sumps beneath the Marcus Whitman Hotel (MWH) and the 106 N 2nd Ave office building (Building 106). The Frac tank and associated treatment system shall be staged at the SHC. This action shall continue until design and installation of a permanent water treatment system at the MWH and Building 106 is complete. This work will require coordination with the City of Walla Walla to acquire the appropriate permits for water disposal and approval for design of the final systems in coordination with the impacted property owners. Accumulated water will be treated in accordance with the City of Walla Walla discharge requirements.

### Task 2 - Vapor Intrusion Mitigation

Interim Vapor intrusion mitigation shall continue to be implemented at the MWH and Building 106 until a permanent mitigation system is approved by Ecology and installed. Interim and permanent solutions must meet the requirements of the Model Toxics Control Act and Ecology's Guidance for Evaluating Vapor Intrusion in Washington State to assess and mitigate vapor intrusion risk in the MWH and 106 Building. This work will require coordination with the City of Walla Walla to acquire the appropriate permits as well as coordination with affected property owners.

### Task 3. Progress Reports

Progress reports shall be completed monthly and contain:

Exhibit B — Scope of Work and Schedule

1. Site-related activities that have taken place during the reporting period, including progress on upcoming deliverables.
2. Detailed descriptions of any deviations from required tasks.
3. Detailed descriptions of any deviations from this SOW and schedule or from enforceable deliverables for the current reporting period and any planned deviations for the upcoming reporting period.
4. For any deviations in the schedule, a plan for maintaining compliance with the schedule.
5. All raw data (including laboratory analyses) received during the previous month together with a detailed description of the underlying samples collected.
6. A list of deliverables and activities for the upcoming reporting period.

### Schedule of deliverables

The schedule for deliverables described in the Enforcement Order and the Scope of Work is presented below. References to days in the schedule are calendar days. If the date for submission of any item or notification required by this Schedule of Deliverables occurs on a weekend, state or federal holiday, the date for submission of that item or notification is extended to the next business day following the weekend or holiday. Where a deliverable due date is triggered by Ecology notification, comments or approval, the starting date for the period shown is the date the PLP received such notification, comments, or approval. Where triggered by Ecology receipt of a deliverable, the starting date for the period shown is the date Ecology receives the deliverable.

Task	Deliverables or Actions	Completion Times
1	Maintain temporary sump wastewater treatment and disposal system at MWH and Building 106	Until a permanent system is installed
2	Vapor mitigation in the MWH and Building 106	Until a permanent system is installed