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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

NORTHWEST ENVIRONMENTAL
DEFENSE CENTER, a non-profit corporation,
OREGON CENTER FOR
ENVIRONMENTAL HEALTH, a non-profit
corporation, and SIERRA CLUB, a non-profit
corporation,

Plaintiffs,

v.

OWENS CORNING CORPORATION,

Defendant.

Civil No. 04-CV-1727-JE

STIPULATION AND [PROPOSED]
ORDER ENJOINING
CONSTRUCTION OF OWENS
CORNING FACILITY

In the interest of providing Owens Corning Corporation (“Owens Corning”) the opportunity to secure its facility and avoiding the need for a temporary restraining order, the parties stipulate as follows:

1. Owens Corning is constructing a polystyrene foam insulation board manufacturing plant at 18456 NE Wilkes Road, Portland, Oregon 97230.
2. Plaintiffs assert that Owens Corning’s construction of the facility, without a required permit, violates Section 165(a) of the Clean Air Act, 42 U.S.C. § 7475(a). Plaintiffs notified Owens Corning that they intended to seek a temporary restraining order enjoining Owens Corning from performing additional construction at the site. Owens Corning wishes to perform several activities at the building site in order to secure the site in a safe manner and prevent theft and vandalism.
3. Plaintiffs agree not to seek a temporary restraining order or a preliminary injunction, in exchange for Owens Corning limiting its activities to those listed in Paragraph 4 of this Stipulation, below. Owens Corning’s agreement to stop its construction activities at the Wilkes Road facility is consideration for Plaintiffs’ agreement to not seek a temporary restraining order or a preliminary injunction.
4. Effective December 2, 2004, Owens Corning will not perform any additional construction or construction-related activities at its Wilkes Road facility, except that Owens Corning may perform the following activities at the Wilkes Road facility in order to secure the facility:

(a) Building Construction: The following building construction activities shall be completed by December 10, 2004:

- (1) Eleven “man” doors will be installed with locks;
- (2) Four large overhead doors will be installed with locks;
- (3) Six large windows will be covered with plywood;
- (4) Nine ventilation louver openings will be covered with plywood;
- (5) Unfinished building siding will be installed;
- (6) Uninstalled building construction materials will be moved into the

building; and

(7) All construction equipment and machinery, including contractors’ tools and supplies, will be removed from the site, except equipment required to complete items in paragraph (4)(b) below.

(b) Site security: The following site property activities shall be completed by December 31, 2004:

(1) Installation of chain-link fencing around the perimeter of the property;

(2) Asphalt surfacing to the extent that it is necessary to install a secure a secure fence as per paragraph (b)(1) above;

(3) Installation of a fire suppression system and all equipment required to maintain and operate such a system as required by the City of Gresham fire codes, including but not limited to adequate electric power and heat; and

(4) Completion of City of Gresham street improvements mandated by the building permit issued by the City of Gresham to Owens Corning.

5. In the event that Owens Corning performs any construction or construction-related activities at the site that do not fall within the activities listed in Paragraph 4, above, or, in the event that Owens Corning performs construction or construction-related activities at the site at any time beyond the dates specified in Paragraph 4, above, Owens Corning shall pay \$10,000 per day for each breach of this agreement. Payment shall go into a trust account until the Parties designate a recipient of these funds.

6. Any violation of this order shall also be subject to court-imposed sanctions.

7. Owens Corning will not request a bond to secure this stipulated interim relief.

8. This stipulation is without prejudice, and Plaintiffs reserve the right to assert all claims cognizable against Owens Corning, including penalties, future injunctive and declaratory relief, fees, costs and any other relief that the Court deems appropriate. Plaintiffs waive no remedies by entering into this stipulation. By entering into this stipulation, Owens Corning makes no admission of any violations or improper activities and waives no defenses.

9. Owens Corning agrees to provide access to the site to any Plaintiff or Plaintiffs' representative for inspection during the period that this stipulation is in effect, provided that such access is at a reasonable time and that Owens Corning receives notice of a request for access at least 24 hours prior to the access. Plaintiffs and Plaintiffs' representatives agree that they will be accompanied by an Owens Corning designated project safety leader and will follow all safety rules while on-site.

10. This Stipulation and Order terminates 20 days after the date that the Oregon Department of Environmental Quality (“DEQ”) notifies Owens Corning that DEQ has issued an Air Contaminant Discharge Permit for the facility. Plaintiffs reserve the right to seek a stay of the permit under Oregon law or, if necessary, to seek an additional injunction before this Court.

DATED this ____ day of December, 2004,

Respectfully submitted,

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IT IS SO ORDERED.

DATED this ____ day of December, 2004

United States District Judge