



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

*We Protect Hoosiers and Our Environment.*

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • [www.idem.IN.gov](http://www.idem.IN.gov)

Eric J. Holcomb  
Governor

DEC 05 2018

Bruno L. Pigott  
Commissioner

**VIA CERTIFIED MAIL** 7002 0510 0002 5821 8195

Carmelo Carrubba, President  
Thermafiber, Inc. – Wabash Plant  
One Owens Corning Parkway

Re: Adoption of Agreed Order  
Commissioner, Indiana Department of  
Environmental Management

v.

Thermafiber, Inc. – Wabash Plant  
Plant ID No. 169-00009  
Case No. 2017-24867-A  
Wabash, Wabash County

Dear Mr. Carrubba:

This is to inform you that the Agreed Order in the above-referenced case has been approved and adopted by the Indiana Department of Environmental Management. A copy of the Agreed Order is enclosed.

Please note the terms of compliance contained in the Agreed Order. The time frames for compliance are effective upon your receipt of this correspondence. Please note that the civil penalty is due within thirty (30) days after the effective date of the Agreed Order. Payment should be made payable to the Environmental Management Special Fund and sent to:

IDEM Office of Legal Counsel  
IGCN, Rm N1307  
100 N Senate Ave  
Indianapolis, IN 46204

Please include the Case Number on the front of the check. If you have any questions, please contact Lisa Hayhurst at (317) 232-8412 or e-mail [lhayhurs@idem.in.gov](mailto:lhayhurs@idem.in.gov).

Sincerely,

Phil Perry, Chief  
Compliance and Enforcement Branch  
Office of Air Quality



A State that Works

Enclosure

cc: Eric Hamm, EHS Leader, Thermafiber, Inc. – Wabash Plant,  
eric.hamm@owenscorning.com  
Rochelle Marceillars, US EPA Region 5  
Wabash County Health Department  
Lisa Hayhurst, Compliance and Enforcement Branch, OAQ  
Wyman Clark, Compliance and Enforcement Branch, OAQ  
<http://www.IN.gov/idem>

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STATE OF INDIANA ) SS: BEFORE THE INDIANA DEPARTMENT OF  
 ) ENVIRONMENTAL MANAGEMENT  
COUNTY OF MARION )  
 )  
COMMISSIONER OF THE )  
DEPARTMENT )  
OF ENVIRONMENTAL MANAGEMENT )  
 )  
 )  
Complainant, )  
 )  
v. ) Case No. 2017-24867-A  
 )  
THERMAFIBER, INC. – WABASH PLANT, )  
 )  
Respondent.

**AGREED ORDER**

Complainant and Respondent desire to settle and compromise this action without hearing or adjudication of any issue of fact or law, and consent to the entry of the following Findings of Fact and Order. Pursuant to IC 13-30-3-3, entry into the terms of this Agreed Order does not constitute an admission of any violation contained herein. Respondent's entry into this Agreed Order shall not constitute a waiver of any defense, legal or equitable, which Respondent may have in any future administrative or judicial proceeding, except a proceeding to enforce this order.

## I. FINDINGS OF FACT

1. Complainant is the Commissioner ("Complainant") of the Indiana Department of Environmental Management ("IDEM"), a department of the State of Indiana created by Indiana Code ("IC") 13-13-1-1.
2. Respondent is Thermafiber, Inc. – Wabash Plant ("Respondent"), which owns and operates the facility with Plant ID No. 169-00009, located at 3711 Mill St in Wabash, Wabash County, Indiana ("Site").
3. IDEM has jurisdiction over the parties and the subject matter of this action.



4. Pursuant to IC 13-30-3-3, IDEM issued a Notice of Violation (“NOV”) on September 11, 2008, via Certified Mail to:

Carmelo Carrubba, President Thermafiber, Inc. – Wabash Plant One Owens Corning Parkway Toledo, OH 43659	C T Corporation System, Registered Agent 150 West Market St, Suite 800 Indianapolis, IN 46204
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5. Respondent owns and operates a stationary mineral wool manufacturer.
6. During an investigation conducted by a representative of IDEM, the following violations were found:
  - a. Pursuant to Part 70 Permit 169-31618-00009, issued June 25, 2013 (“Permit”), Conditions D.1.9(a) and D.1.13(a), Respondent shall observe and record the Visible Emissions for the Blowchambers once per day.

Respondent failed to observe or record the Daily Visible Emissions for the #4 Blowchamber, identified as EU-P6, for two (2) days in 2017, in violation of Permit, Conditions D.1.9(a) and D.1.13(a).
  - b. Pursuant to Permit, Conditions D.1.9(a) and D.1.13(a), Respondent shall observe and record the Visible Emissions for the #2 Line Cooling Section once per day.

Respondent failed to observe or record the Daily Visible Emissions for the #2 Line Cooling Section for six (6) days in 2016 and one (1) day in 2017, in violation of Permit, Conditions D.1.9(a) and D.1.13(a).
  - c. Pursuant to Permit, Condition D.1.10(a), when the #2 Trimming/Sizing baghouse Pressure Drop Reading is outside the range established during the latest stack test, Respondent shall take reasonable response steps.

Respondent failed to take reasonable response steps when the #2 Trimming/Sizing baghouse Pressure Drop Reading was below the range established during the latest stack test for four (4) days in 2017, in violation of Permit, Condition D.1.10(a).
  - d. Pursuant to Permit, Condition D.1.10(b), when the Cupola #4 caustic injection rate is outside the range established during the latest stack test, Respondent shall take reasonable response steps.

Respondent operated the Cupola #4 caustic injection rate at approximately 65 lb/hr, which was below the 102 lb/hr injection rate established in during stack testing, from March of 2016 until January of 2017, in violation of Permit, Condition D.1.10(b).

- e. Pursuant to Permit, Conditions D.1.12(a) and D.1.13(d), Respondent shall conduct and record observations regarding the state of the Blowchamber dry media filters and the particulate matter from the stacks once per week.

Respondent failed to record the observations regarding the state of the Blowchamber dry media filters and the particulate matter from the stacks in December of 2016 and May of 2017, in violation of Permit, Conditions D.1.12(a) and D.1.13(d).

- f. Pursuant to Permit, Condition E.1.2 and 40 CFR 63.1197, Respondent shall record the start-ups and shut downs for the Cupola #2 and Cupola #4 and the curing ovens.

Respondent failed to record the start-ups and shut downs for the Cupola #2 two (2) times in 2016 and two (2) times in the first half of 2017, Cupola #4 four (4) times in 2016 and three (3) times in the first half of 2017, and the curing ovens eighteen (18) times in 2016 and one (1) time in the first half of 2017, in violation of Permit, Condition E.1.2 and 40 CFR 63.1197.

- g. Pursuant to Permit, Condition E.1.2 and 40 CFR 63.1179, Respondent shall operate the Line 2 curing oven Regenerative Thermal Oxidizer ("RTO") where the average operating temperature for each three-hour block period never falls below the average temperature established during the most recent valid performance test, or Respondent shall take reasonable response steps.

Respondent operated the Line 2 curing oven RTO at approximately 1350° F for most of 2016 and sixteen (16) days in 2017, which is below the average temperature of 1369° F demonstrated in the January 12, 2016 stack test, in violation of Permit, Condition E.1.2 and 40 CFR 63.1179.

- h. Pursuant to Permit, Condition E.1.2 and 40 CFR 63.1179, Respondent shall operate the Line 2 curing oven RTO where the average operating temperature for each three-hour block period never falls below the average temperature established during the most recent valid performance test.

Respondent failed to operate the Line 2 curing oven RTO for 13.72 hours in 2016 and 8.27 hours in the first half of 2017, while the Line #2 curing oven was in operation, in violation of Permit, Condition E.1.2 and 40 CFR 63.1179.

- 7. Respondent has implemented additional training regarding new caustic injection rate set points. It has also required monitoring and assessing the possible environmental impact of special projects. Respondent has switched to electronic check sheets for monitoring and tracking response steps, and re-checking caustic injection rate and RTO temperature set points after stack tests. Additionally Respondent has relocated copper tubing on the RTO to address a

pressure sensor issue that was causing the burners to turn off.

8. In recognition of the settlement reached, Respondent waives any right to administrative and judicial review of this Agreed Order.

## II. ORDER

1. This Agreed Order shall be effective ("Effective Date") when it is approved by Complainant or Complainant's delegate, and has been received by Respondent. This Agreed Order shall have no force or effect until the Effective Date.
2. Respondent shall comply with rules, and permit conditions listed in the findings above at issue.
3. Within thirty (30) days of the Effective Date, Respondent shall submit documentation that it has revised its procedures to ensure that the semi-annual reports required pursuant to 40 CFR 63.1193 include all the relevant records as required by 40 CFR 63.1192(b) including the dates and times of any period where the temperature falls below the average temperature established during the performance test, the corrective actions and when they were initiated and the date and time the problem was corrected.
4. All submittals required by this Agreed Order, unless Respondent is notified otherwise in writing by IDEM, shall be sent to:  
  
Lisa Hayhurst, Enforcement Case Manager  
Compliance and Enforcement Branch – Mail Code 61-53  
Indiana Department of Environmental Management  
100 North Senate Avenue  
Indianapolis, IN 46204-2251
5. Respondent is assessed and agrees to pay a civil penalty of Ninety Nine Thousand Dollars (\$99,000.00). Within thirty (30) days of the Effective Date of the Agreed Order, Respondent shall pay a portion of this penalty in the amount of Twenty Four Thousand Seven Hundred Fifty Dollars (\$24,750.00). Said penalty amount shall be due and payable to the Environmental Management Special Fund within thirty (30) days of the Effective Date; the 30<sup>th</sup> day being the "Due Date".
6. In lieu of payment to IDEM of the remaining civil penalty, Respondent shall make a cash payment of Seventy Four Thousand Two Hundred Fifty Dollars (\$74,250.00) to the Wabash River Defenders, Inc. to fund a Supplemental Environmental Project ("SEP") for activities related to the restoration and protection of the Wabash River. Respondent shall make such payment to the Wabash River Defenders, Inc. within thirty (30) days of the Effective Date of this Agreed Order. Payment to the Wabash River Defenders, Inc. satisfies Respondent's obligation to undertake a SEP to offset a portion of the civil penalty assessed in this matter.

7. Implementation of this SEP will benefit Indiana communities by promoting education and outreach regarding the protection and preservation of the Wabash River and its watershed.
8. The SEP proceeds will be spent on initiatives, education and community outreach with the goal of improving the water quality, natural resources, and ecosystems of the Wabash River watershed that flows through Wabash County.
9. In the event that Respondent does not make its SEP payment within thirty (30) days of the Effective Date of this Agreed Order, the full amount of the civil penalty as stated in this paragraph, plus interest established by IC 24-4.6-1-101 on the remaining amount, less the portion of the civil penalty Respondent has already paid, will be due to IDEM within fifteen (15) days from Respondent's receipt of IDEM's notice to pay. Interest, at the rate established by IC 24-4.6-1-101, shall be calculated on the amount due from the date which is thirty (30) days after the Effective Date of this Agreed Order until the full civil penalty is paid.
10. Payment for the SEP is payable by check to the "Wabash River Defenders, Inc." The text "SEP – Wabash River Defenders" and the Case Number of this action shall be included in the memo line of the check. The check shall be mailed to:

Wabash River Defenders  
C/O Wabash County United Fund  
P.O. Box 2  
Wabash, IN 46992

11. Respondent shall provide Complainant with documentation of payment to the Wabash River Defenders, Inc. within one (1) week of such payment.
12. In the event the terms and conditions of the following paragraphs are violated, Complainant may assess and Respondent shall pay a stipulated penalty in the following amount:

<u>Paragraph</u>	<u>Violation</u>	<u>Stipulated Penalty</u>
3	Failure to submit documentation regarding revising its procedures to include all 40 CFR63.1192(b) information in the semi-annual reports as outlined in Paragraph 3, above.	\$100.00 per week

13. Stipulated penalties shall be due and payable no later than the 30<sup>th</sup> day after Respondent receives written notice that Complainant has determined a stipulated penalty is due; the 30<sup>th</sup> day being the "Due Date". Complainant may notify Respondent at any time that a stipulated penalty is due. Failure to notify Respondent in writing in a timely manner of a stipulated penalty assessment shall not waive Complainant's right to collect such stipulated penalty or preclude

Complainant from seeking additional relief against Respondent for violation of this Agreed Order. Neither assessment nor payment of stipulated penalties shall preclude Complainant from seeking additional relief against Respondent for a violation of this Agreed Order; such additional relief includes any remedies or sanctions available pursuant to Indiana law, including, but not limited to, civil penalties pursuant to IC 13-30-4.

14. Civil and stipulated penalties are payable by check to the "Environmental Management Special Fund." Checks shall include the Case Number of this action and shall be mailed to:

IDEM Office of Legal Counsel  
IGCN, Rm N1307  
100 N Senate Ave  
Indianapolis, IN 46204

15. This Agreed Order shall apply to and be binding upon Respondent and its successors and assigns. Respondent's signatories to this Agreed Order certify that they are fully authorized to execute this Agreed Order and legally bind the party they represent. No change in ownership, corporate, or partnership status of Respondent shall in any way alter their status or responsibilities under this Agreed Order.
16. In the event that the monies due to IDEM pursuant to this Agreed Order are not paid on or before their Due Date, Respondent shall pay interest on the unpaid balance at the rate established by IC 24-4.6-1. The interest shall be computed as having accrued from the Due Date until the date that Respondent pays any unpaid balance. Such interest shall be payable to the Environmental Management Special Fund, and shall be payable to IDEM in the manner specified in Paragraph 14, above.
17. In the event that any terms of this Agreed Order are found to be invalid, the remaining terms shall remain in full force and effect and shall be construed and enforced as if this Agreed Order did not contain the invalid terms.
18. Respondent shall provide a copy of this Agreed Order, if in force, to any subsequent owners or successors before ownership rights are transferred. Respondent shall ensure that all contractors, firms and other persons performing work under this Agreed Order comply with the terms of this Agreed Order.
19. This Agreed Order is not and shall not be interpreted to be a permit or a modification of an existing permit. This Agreed Order, and IDEM's review or approval of any submittal made by Respondent pursuant to this Agreed Order, shall not in any way relieve Respondent of their obligation to comply with the requirements of their applicable permits or any applicable Federal or State law or regulation.

20. Complainant does not, by its approval of this Agreed Order, warrant or aver in any manner that Respondent's compliance with any aspect of this Agreed Order will result in compliance with the provisions of any permit, order, or any applicable Federal or State law or regulation. Additionally, IDEM or anyone acting on its behalf shall not be held liable for any costs or penalties Respondent may incur as a result of Respondent's efforts to comply with this Agreed Order.
21. Nothing in this Agreed Order shall prevent or limit IDEM's rights to obtain penalties or injunctive relief under any applicable Federal or State law or regulation, except that IDEM may not, and hereby waives its right to, seek additional civil penalties for the same violations specified in the NOV.
22. Nothing in this Agreed Order shall prevent IDEM or anyone acting on its behalf from communicating with the EPA or any other agency or entity about any matters relating to this enforcement action. IDEM or anyone acting on its behalf shall not be held liable for any costs or penalties Respondent may incur as a result of such communications with the EPA or any other agency or entity.
23. This Agreed Order shall remain in until IDEM issues a Resolution of Case letter to Respondent.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

TECHNICAL RECOMMENDATION:  
Department of Environmental  
Management

By: David P. McIver  
David P. McIver, Chief  
Compliance and Enforcement  
Enforcement Section  
Office of Air Quality

Date: 11-15-18

RESPONDENT:  
Thermafiber, Inc – Wabash Plant

By: Ken Collins

Printed: Ken Collins

Title: Plant Leader

Date: 11-27-18

COUNSEL FOR RESPONDENT:

By: Missouri

Date: 11-26-18

APPROVED AND ADOPTED BY THE INDIANA DEPARTMENT OF  
ENVIRONMENTAL  
MANAGEMENT 5<sup>th</sup> DAY OF December, 20 18  
THIS

For the Commissioner:

By: Matthew Stuckey  
Matthew Stuckey, Deputy Assistant  
Commissioner  
Office of Air Quality  
Indiana Department of Environmental  
Management