

**BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES**

**In the Matter of:** )  
 )  
THE DOE RUN RESOURCES ) No. APCP-2020-002  
CORPORATION d/b/a )  
 )  
THE DOE RUN COMPANY )  
 )

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**CONSENT AGREEMENT**

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The issuance of this Consent Agreement No. APCP-2020-002 (Consent Agreement) by the Missouri Department of Natural Resources (Department) is a formal administrative action taken by the State of Missouri after conference with THE DOE RUN RESOURCES CORPORATION, d/b/a THE DOE RUN COMPANY (Doe Run). The parties agree this voluntary Consent Agreement is being issued to administer, implement, and enforce the purposes of the Missouri Air Conservation Law, Chapter 643, RSMo, and its implementing regulations and is not the result of any past or current violations. The parties agree that this Consent Agreement is being issued as an administrative order under 643.060(4), RSMo. Doe Run further agrees that a failure to comply with this Consent Agreement is a violation of the Missouri Air Conservation Law under Section 643.151, RSMo.

**BACKGROUND**

In 2003, The Department entered into a Settlement Agreement with the Missouri Air Conservation Commission (MACC) and Doe Run (2003 Settlement Agreement). The 2003 Settlement Agreement is the most recent revision to Missouri’s plan to maintain compliance with the 1978 lead National Ambient Air Quality Standard (NAAQS) in the area surrounding Doe Run’s historical primary lead-smelting facility located in Glover, Missouri (Glover Facility).

In 2008 the U.S. Environmental Protection Agency (EPA) promulgated a revised NAAQS for lead, and revoked the 1978 lead NAAQS for most areas in the country including the area surrounding the Glover Facility. EPA's initial designation for the area surrounding the Glover Facility was attainment under the 2008 lead NAAQS and that designation status for the area has not changed.

Doe Run has discontinued lead smelting operations at the Glover Facility and removed a majority of the lead processing equipment and structures therein. Doe Run has a Metallic Minerals Waste Management Closure Plan approved by the Department's Land Reclamation Program in January 2018.

The 2003 Settlement Agreement no longer accurately reflects the current state of the site and contains numerous provisions and conditions that are no longer necessary or relevant. The Department has developed this Consent Agreement in voluntary coordination with Doe Run to replace the 2003 Settlement Agreement and to become the enforceable mechanism of Missouri's state implementation plan (SIP) to ensure continued compliance with the 2008 lead NAAQS in the Townships of Liberty and Arcadia in Iron County. The SIP revision, which will contain this Consent Agreement, is identified by the Department's SIP project number: *2008-Lead-6 Glover*, and is hereafter referred to as the (Glover Lead SIP).

In consideration of Doe Run's agreement herein, the Department agrees to the following provisions regarding the Glover Facility.

## AGREEMENT

1. Doe Run agrees to continue the operation of the lead emissions control program as set forth below. This program is sufficient to maintain the 2008 lead NAAQS in the area surrounding the Glover Facility.

A. Activities: Doe Run shall not resume or recommence any lead smelting, refining, molding, casting, or any other activity at the Glover Facility that will result in production-related lead emissions without the Department's written approval that specifically cites this paragraph (1.A.) of this Consent Agreement. Doe Run may continue to use the Glover Facility to store materials; however, this clause shall not alleviate Doe Run from complying with all state and federal statutes, regulations, orders, decrees, agreements, and/or permits that apply to the Glover Facility.

B. Vehicle Wash Station: Doe Run shall continue to operate a vehicle wash station designed to wash a vehicle's undercarriage, sides, backs and tailgates, tires, and wheels. Every vehicle leaving the Glover facility after loading or unloading concentrate or lead-bearing materials must be washed in the wash station prior to exiting the facility.

C. Street Cleaning: Doe Run shall sweep with a regenerative air sweeper, or a device of comparable efficiency, all of the interior road areas traveled by concentrate or lead-bearing material trucks from the loading or unloading area to the wash station at least once each week that loading or unloading occurs. During periods when freezing temperatures may form snow, ice or hazardous conditions, street cleaning operations may be suspended.

D. Road Sprinkler Systems: Doe Run shall operate a road sprinkler system to reduce lead emissions from transportation activities within the Glover Facility. The

system shall be adequate to cover the truck haul routes identified in Appendix A that are being utilized by the trucks. Doe Run shall operate the sprinkler system any time when the following conditions exist:

- a. There is no natural precipitation occurring at the facility; and
- b. The ambient temperature at the facility is more than 39 degrees Fahrenheit; and
- c. Ten or more trucks carrying concentrate or lead-bearing material have or will be loaded or unloaded at the facility during any calendar day.

The Department may request Doe Run to develop a work practice manual or standard operating procedures for the sprinkler system that meet these minimum requirements. If such a request is made, Doe Run shall develop and provide to the Air Director the requested work practice manual or standard operating procedures for the sprinkler system operation within 60 calendar days of the request.

E. Unloading Building: All deliveries of concentrate shall unload only at the unloading building, as marked in Appendix A. The siding, roll-up doors, and roof monitor enclosure of this building shall be maintained to minimize fugitive emissions of lead-bearing dust or materials. Doe Run shall repair or cover any hole, rip, or tear in the siding or roll-up doors that are larger than one foot (12 inches) in any dimension within 24 hours after discovering such hole, rip, or tear. For the purposes of this paragraph, repair means to return the portion of the siding or roll-up doors back to their original condition. For the purposes of this paragraph, cover means to affix (e.g. with duct tape, nails, screws, cement, caulk, etc.) a repair material (e.g. vinyl, plywood, tarp, etc.) to fully cover the damaged portion of the siding or roll-up door in a manner that achieves a



substantially similar ability to block air infiltration as a repair. A cover that does not affix a repair material to the damaged siding or roll-up door on all sides where the cover comes into contact with the siding or roll-up door will not meet the requirements of this paragraph (e.g. leaning a board over a hole, stuffing material into a hole, etc.). Doe Run shall ensure all personnel access and roll-up doors remain closed except as needed for employees or vehicles to enter or exit the building. At least weekly during loading or unloading activity, Doe Run shall inspect all doors, siding, and openings to ensure compliance with the requirements of this paragraph, specifically with regard to any holes, rips, or tears, and to ensure that all doors of the building remain closed at all times between loading and unloading activities and during such activities except for when necessary for people, vehicles, and/or material to enter or exit the building. If no loading or unloading activity occurs for a period of 30 calendar days or more, Doe Run shall perform inspections of all doors and openings to ensure compliance with this paragraph no less frequently than once per calendar month, during such time period of inactivity. Doe Run shall maintain a record documenting compliance with Paragraphs D & E as follows:

- a. This record shall include:
  1. The date of each inspection conducted pursuant to this paragraph along with any follow-up actions taken following each inspection.
  11. The date and number of deliveries of concentrates to or shipments of concentrates from the Glover facility.

111. A statement that the sprinkler system was operating during the concentrate delivery activity or the condition that was the basis for it not being operational.

Doe Run shall provide this information to the Department upon request.

F. Monitoring: Doe Run shall continue monitoring for airborne lead at the Glover Post Office site and the Glover Big Creek site until EPA approves the Glover Lead SIP associated with this Consent Agreement. These monitoring site locations are identified in Appendix A. After EPA has approved the Glover Lead SIP, Doe Run may discontinue air lead monitoring at the Glover Post Office site and the Glover Big Creek site.

G. Remaining Structures: Doe Run shall notify the Air Director if any demolition or deconstruction is to commence for any of the following Glover Facility buildings as identified in Appendix B: the Unloading Building, the Old Furnace Building, the Old Furnace Stack, and the Old Sinter Stack. Concurrent with such notification, Doe Run shall either:

- a. Submit to the Air Director a plan for fugitive dust control related to such activities and a schedule for restarting air lead monitoring at the Glover Post Office and Glover Big Creek sites. Any such future monitoring at these sites shall be performed in compliance with the *Quality Assurance Project Plan for Ambient Air Quality Monitoring for the Lead Monitoring Network at the Doe Run Company Glover Division, Version 2.0, December 2019*; or

- b. Submit to the Air Director a plan for fugitive dust control related to deconstruction or demolition activities, and if requested by the Air Director prior to the commencement of such activities, a plan for new temporary monitoring site location(s) other than the Big Creek and Post Office sites, as well as a monitoring schedule and a new QAPP for any such sites.

In either case where lead monitoring around the Glover facility restarts or if new temporary monitors are installed pursuant to this paragraph, the monitoring schedule for these sites shall provide for every-other day monitoring starting a minimum of five (5) calendar days prior to the commencement of the deconstruction or demolition activity and must continue for a minimum of three months following the completion of the activity. Doe Run shall submit the fugitive dust control plan and the monitoring schedule required under this paragraph no later than 45 calendar days before such activities commence. Doe Run shall not proceed with such activities if, prior to the commencement of such activities, the Air Director requests that such activities be delayed. If such a request is made, Doe Run shall not proceed with such activities without the Air Director's approval of the monitoring schedule (if such a schedule is requested by the Air Director) and the fugitive dust control plan. If Doe Run restarts monitoring or installs new temporary monitors pursuant to this paragraph, the following shall apply:

1. If a monitor is restarted or installed pursuant to this paragraph and measures any of the following concentrations of lead in the air, Doe Run shall cease the activities that led to the high concentrations as expediently as practicable:
  - a 24-hour average concentration of 1.5 micrograms per cubic meter or higher;
  - two consecutive measurements where the average concentration of the two days is 0.5 micrograms per cubic meter or higher;
  - four consecutive measurements where the average concentration of the four days is 0.25 micrograms per cubic meter or higher;
  - 15 consecutive measurements where the average concentration of the 15 days is 0.15 micrograms per cubic meter or higher.
11. Doe Run shall notify the Air Director in writing within seven calendar days after the day in which the measured lead concentration triggered an exceedance of any of the these levels. The notification shall include all measured 24-hour lead concentrations that contributed to the exceedance, an explanation of the activities that led to the exceedance, and the steps Doe Run took to cease such activities as expediently as practicable.
111. Doe Run shall update its dust control plan and obtain Department approval before resuming any such activities. At a minimum, any such update to Doe Run's dust control plan for such activities shall consider the following measures:

- a. use of water mister-type dust control devices,
- b. installation of temporary physical barriers around the activity site to block fugitive dust emissions,
- c. increased road washing and sweeping, and
- d. intensive washing of the interiors of structures where the activity is occurring prior to resuming such activities.

H. Fencing: Doe Run shall continue to maintain a fence that precludes public access to the general Glover Facility area. The minimum fence line Doe Run shall maintain is identified in Appendix A of this Consent Agreement. The purpose of the fence line is to maintain a distinction between ambient and non-ambient air in order to facilitate future work and monitoring sites described in paragraph 1.F. of this Consent Agreement. At any time, Doe Run may submit a request to the Air Director to modify the fence line, and may do so if they receive written approval from the Air Director. Doe Run shall remain subject to this requirement until such time that Doe Run has completed all closure and remediation activities in the area surrounding the Glover Facility and the Air Director has provided written consent that Doe Run no longer needs to maintain the fence.

I. Stipulated Penalties:

- a. If Doe Run fails to comply with any requirement in paragraphs A-F or paragraph H of this Consent Agreement, Doe Run shall pay stipulated penalties according to the following schedule. The penalties set forth below are per day penalties, which are to be assessed beginning with

the first day of the violation. The Department has the discretion to waive or defer any stipulated penalties.

<b>Period of Noncompliance</b>	<b>Penalty</b>
1 <sup>st</sup> through 30 <sup>th</sup> day	\$100.00 a day
31 <sup>st</sup> through 60 <sup>th</sup> day	\$500.00 a day
Beyond 61 days	\$1,000.00 a day

- b. If Doe Run fails to comply with any requirement in paragraph G of this Consent Agreement, Doe Run shall pay stipulated penalties according to the following schedule. The penalties set forth below are per day penalties, which are to be assessed beginning with the first day of the violation. If Doe Run fails to meet a notification deadline listed in paragraph G, penalties shall be assessed starting with the day the deadline is missed and extending through the day in which Doe Run provides such notification. The Department has the discretion to waive or defer any stipulated penalties.

<b>Period of Noncompliance</b>	<b>Penalty</b>
1 <sup>st</sup> through 30 <sup>th</sup> day	\$500.00 a day
31 <sup>st</sup> through 60 <sup>th</sup> day	\$1,000.00 a day
Beyond 61 days	\$1,500.00 a day

All penalties shall be paid within 45 calendar days of the date of notice of noncompliance. All penalties shall be paid by a check made payable to “Iron County Treasurer, as custodian for the Iron County School Fund”, and delivered to

Accounting Program  
Department of Natural Resources  
P.O. Box 477  
Jefferson City, Missouri 65201-0477

If any violation of this Consent Agreement is also enforceable by another agreement or regulatory requirement, the Department agrees that it may only seek to enforce either the stipulated penalties discussed in this paragraph, or the penalty for the violation of the specified regulatory requirement, not both, against Doe Run.

Upon request of Doe Run, the Department may in its unreviewable discretion impose a lesser penalty or no penalty at all for violations subject to stipulated penalties.

### **OTHER PROVISIONS**

2. By signing this Consent Agreement, all signatories assert that they have read and understand the terms of this Consent Agreement, that they had the opportunity to consult with legal counsel, and that they have the authority to sign this Consent Agreement on behalf of their respective parties.

3. The provisions of this Consent Agreement shall apply and be binding upon the parties of this Consent Agreement, their heirs, assignees, successors, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations, and any persons acting under, through, or for the parties agreeing hereto. Any changes in ownership or corporate status, including but not limited to any transfer of assets or real or personal property, shall not

affect the responsibilities of Doe Run under this Consent Agreement. If Doe Run sells or otherwise transfers its business or the real estate that is the situs of the Glover Facility, then Doe Run shall cause as a condition of such sale or transfer, that the buyer will assume the obligations of Doe Run under this Consent Agreement in writing. In such event, Doe Run shall provide 30 days prior written notice of such assumption to the Department.

4. This Consent Agreement may only be modified upon the mutual written agreement of Doe Run and the Department.

5. The parties agree that the Department will submit this Consent Agreement to EPA as a revision to Missouri's State Implementation Plan, and as such, is subject to EPA approval. The parties further agree that concurrently with the submission of the Glover Lead SIP, the Department will request EPA to rescind the 2003 Settlement Agreement and the associated Glover Maintenance Plan for the 1978 lead NAAQS. Upon EPA approval of the Glover Lead SIP, the requirements set forth in the 2003 Settlement Agreement will no longer apply. The parties further agree that after EPA has approved the Glover Lead SIP, any subsequent modifications to this Consent Agreement, will require approval from EPA before such modifications would take effect.

6. The parties agree that this Consent Agreement shall not be construed as a waiver or a modification of any requirements of the Missouri Air Conservation Law and regulations or any other source of law, and that this Consent Agreement does not resolve any claims based on any failure by Doe Run to meet the requirements of this Consent Agreement, or claims for past, present, or future violations of any statutes or regulations.

7. Nothing in this Consent Agreement is intended to constitute an admission or statement by Doe Run that the Glover Facility has adversely impacted or has the potential to



adversely impact the 2008 lead NAAQS in Iron County, Missouri. Rather, this Consent Agreement is intended to update the federally enforceable requirements for the Glover Facility based on the current and actual conditions at the facility and to remove the requirements for Doe Run to monitor the air for lead around the Glover Facility except in the event of future activities for which this Consent Agreement requires Doe Run to perform future air monitoring for lead.

8. This Consent Agreement shall be construed and enforced according to the laws of the State of Missouri, and the terms stated herein shall constitute the entire and exclusive agreement of the parties hereto with respect to the matters addressed herein. The parties agree that the enforceability of this Consent Agreement shall be subject to the procedures for enforcement of orders granted to the Department.

9. If any provision of this Consent Agreement is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

10. This Consent Agreement will become final, effective, and fully enforceable by the Department once it is executed by both parties. The Department shall send a fully executed copy of this Consent Agreement to Doe Run.

### **TERMINATION**

11. This Consent Agreement shall be terminated upon mutual written agreement of Doe Run and the Department. This Consent Agreement shall also be terminated upon removal of the remaining stacks and the Air Director's written agreement that Doe Run has completed all remaining closure and remediation activities that have the potential to adversely impact levels of lead in the ambient air in the area surrounding the Glover Facility.

**CORRESPONDENCE AND DOCUMENTATION**

12. Correspondence or documentation with regard to this Consent Agreement shall be directed to the following persons, subject to change upon written notification from either party:

For the Department:

Air Quality Planning Section Chief  
Air Pollution Control Program  
P.O. Box 176  
Jefferson, City, Missouri 65102-0176

For Doe Run:

Environmental Department  
The Doe Run Resources Corporation  
1801 Park 270 Drive  
St. Louis, Missouri 63146

Legal Department  
The Doe Run Company  
1801 Park 270 Drive  
St. Louis, Missouri 63146

**RIGHT OF APPEAL**

By signing this Consent Agreement, Doe Run waives any right to appeal, seek judicial review, or otherwise challenge this Consent Agreement pursuant to Sections 643.130, 643.085, or 621.250, RSMo, Chapters 536, 643, RSMo, or any other source of law.

AGREED TO AND ORDERED

**MISSOURI DEPARTMENT OF  
NATURAL RESOURCES**



Ms. Darcy A. Bybee, Director  
Air Pollution Control Program  
Missouri Department of  
Natural Resources

Date: 6/2/2020

**THE DOE RUN RESOURCES  
CORPORATION**



Mr. Jerry L. Pyatt, President & CEO  
The Doe Run Resources Corporation

Date: 3/19/2020

**APPENDIX A**  
**Current Monitoring Site Locations at the Glover Facility**



**APPENDIX B**  
**Map of the Glover Facility**

