

Appendix E

Consent Agreements

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E-1 Labadie Energy Center – Consent Agreement

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:)
)
AMEREN MISSOURI) No. APCP-2022-016
d/b/a)
)
LABADIE ENERGY CENTER)
)

CONSENT AGREEMENT

The issuance of this Consent Agreement No. APCP-2022-016 (Consent Agreement) by the Missouri Department of Natural Resources (Department) is a formal administrative action taken by the State of Missouri after conference with Ameren Missouri, d/b/a Labadie Energy Center. 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. Labadie Energy Center 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

Sections 169A and 169B of the Clean Air Act (CAA) require the United States Environmental Protection Agency (EPA) to adopt regulations to reduce visibility impairment in 156 mandatory Class I Federal areas (Class I areas) resulting from anthropogenic air pollution. Hercules-Glades Wilderness Area and Mingo National Wildlife Refuge Area are two Class I areas in Missouri. States are required to submit periodic plans demonstrating how they made, and

will continue to make, progress towards achieving their visibility improvement goals. Missouri's 2021 Regional Haze State Implementation Plan (SIP) revision examines the need to implement measures to reduce the visibility impacts of Missouri sources in Class I areas in and around Missouri. Information contained in the SIP revision for the second planning period, including the four-factor analysis, supplements the information provided in the SIP revision for the first planning period, adopted by the commission on August 5, 2009.

Consistent with EPA guidance, the Department conducted a screening analysis for point sources by pairing 2016 emissions over distance with combined sulfate and nitrate extinction-weighted residence times (EWRT) and using a one percent (1%) threshold to determine which sources would be evaluated for controls based on the four-factor analysis to meet the Regional Haze Rule Reasonable Progress Goals (RPGs).

The Regional Haze Rule requires states to consider four criteria (four-factor) when evaluating control measures for selected sources: 1) cost of compliance; 2) time necessary for compliance; 3) energy and non-air quality environmental impacts of compliance; and 4) remaining useful life.

The Department used EPA's updated 2028 Regional Haze Modeling to estimate visibility conditions at the end of the second planning period in 2028. According to EPA's modeling, both Missouri Class I areas' 2028 projected visibility conditions will be below the Uniform Rate of Progress (URP). Missouri is below the URP for the Regional Haze (RH) second planning period without adjusting the URP to account for impact from anthropogenic sources outside the United States even though the RH Rule and EPA guidance allow states to make such an adjustment. The fact that Missouri's Class I areas are already well below the unadjusted URP, along with the

results of the Department's four-factor analyses for Labadie Energy Center and other sources within the state, confirm that Missouri will satisfy the RPGs for the RH second planning period.

Labadie Energy Center has four coal-fired electric generating units (B-1, B-2, B-3 and B-4), which emit the majority of the facility's total NO_x and SO₂ emissions. Labadie Energy Center is currently utilizing western sub-bituminous coal in Boilers (B-1, B-2, B-3 and B-4). Western sub-bituminous coal has inherently lower sulfur content than other types of coal such as lignite and bituminous. Therefore, the use of this coal acts to control SO₂ emissions from the boilers. In addition, Labadie Energy Center is operating low NO_x burners (LNB), separated over-fire air (OFA), and neural network optimization to control NO_x emissions at the four boilers.

The purpose of this Consent Agreement is to formalize the parties' agreement to ensure the ongoing use of western sub-bituminous coal and the continued use of LNB, separated OFA, and neural network in the four boilers at Labadie Energy Center. This agreement will support Missouri's Regional Haze SIP revision by making sure these conditions are adhered to by Labadie Energy Center. These conditions are necessary to ensure both Missouri Class I areas' RPGs continue to be below the URP and otherwise satisfy the requirements of the RH program for the second planning period.

In consideration of the mutual promises contained herein, the Department and Labadie Energy Center agree as follows:

AGREEMENT

1. Starting 180 days after the approval of this agreement by EPA as an attachment to Missouri's SIP for the second planning period of the RH program and consistent with the

exemption and termination provisions set forth in the Consent Agreement, Labadie Energy Center agrees to continue the operation of the Boilers (B-1, B-2, B-3 and B-4) as set forth below.

A. Boilers (B-1, B-2, B-3 and B-4)

- i. Labadie Energy Center agrees that all future coal purchases shall be western sub-bituminous coal.
- ii. Unless exempted by 1.C.iii, Labadie Energy Center agrees to operate the existing LNB, separated OFA, and neural network optimization to minimize NO_x emissions at all times when burning coal in the boilers, consistent with the technological limitations, manufacturers' specifications, good engineering and maintenance practices, and good air pollution control practices for minimizing emissions (as defined in 40 C.F.R. § 60.11(d)) for such equipment and the Unit.

B. Reporting and Recordkeeping Requirements

- i. Labadie Energy Center shall track the number of hours it burns coal in the Boilers each month using the attached certification worksheet. Labadie Energy Center shall submit this information annually as part of its Part 70 Operating Permit Compliance and Monitoring Report – Annual Compliance Certification (ACC).
- ii. Labadie Energy Center shall include an annual certification stating that the LNB, separated OFA, and neural network optimization at the Boilers were operating during all hours when burning coal throughout the calendar year. Labadie Energy Center shall use the attached certification worksheet

to make this annual certification and submit the worksheet as part of the ACC.

- iii. Labadie Energy Center shall include an annual certification stating that all coal purchases or deliveries throughout the year were western sub-bituminous coal. Labadie Energy Center shall use the attached certification worksheet to make this annual certification and submit the worksheet as part of the ACC.
- iv. Labadie Energy Center shall maintain a record of all coal deliveries during each calendar year. Bills of lading and other coal delivery documentation containing the following representative information for coal purchases or deliveries are deemed acceptable to comply with the requirements of this agreement:
 - a) The name, address, and contact information of the coal supplier;
 - b) The type of coal;
 - c) The sulfur content or maximum sulfur content expressed in percent sulfur by weight or in ppm sulfur; and
 - d) The heating value of the coal.
- v. Labadie Energy Center shall maintain all records required by paragraph B of this Consent Agreement for not less than five years and shall make them available immediately to any Department personnel upon request.

C. Exemptions

- i. Labadie Energy Center may be exempted from some or all of the requirements in paragraphs 1.A and 1.B if it receives approval from the

Department to operate an alternative control option(s) that will result in equal or lower NO_x and SO₂ emissions from the four Boilers when compared to the facility's current control strategy.

- ii. Labadie Energy Center may be temporarily exempted from the requirements in paragraph 1.A.i and 1.B.iii if it submits documentation showing that the delivered cost for the western sub-bituminous coal will exceed 150 percent of the delivered cost of an alternative coal supply, and it receives approval from the Department. The temporary exemption will expire at the end of the fuel supply contract for which the Labadie Energy Center receives approval to enter into under this paragraph.
 - a. For Labadie Energy Center to receive an exemption under paragraph 1.C.i. or 1.C.ii., Labadie Energy Center must submit the exemption request in writing to the Department and receive written approval from the Department before undertaking the action for which Labadie Energy Center is requesting the exemption.
- iii. Labadie Energy Center may be exempted from the requirement in paragraph 1.A.ii during periods of start-up, shutdown, or malfunction, following the Department review pursuant to 10 CSR 10-6.050.

D. Stipulated Penalties

If Labadie Energy Center fails to comply with any requirement in paragraphs 1.A or 1.B and does not receive an exemption under paragraph 1.C. of this Consent Agreement, Labadie Energy Center will be in violation of this consent agreement and 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.

Period of Noncompliance	Penalty
1 st through 30 th day	\$100.00 a day
31 st through 60 th day	\$500.00 a day
Beyond 61 days	\$1,000.00 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 “Franklin County Treasurer, as custodian for the Franklin 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 other specified regulatory requirement, not both, against Labadie Energy Center.

Penalty payments under this Order, including any stipulated penalties, are penalties within the meaning of Section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), and 26 C.F.R. § 1.162-21(a)(3)(i). For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2)(iii)(A), certain costs incurred by performance of this Order may qualify as restitution, remediation, or costs required to come into compliance with the law. Labadie Energy Center is solely responsible for providing to the Department complete, accurate, and necessary information by the close of any applicable tax year to complete a Form 1098-F. Further, the Department shall not be responsible for any incomplete or inaccurate information nor the results of any tax audit. No portion of any penalties paid pursuant to this Order may be used to reduce any federal or state tax obligations, except as authorized by the Internal Revenue Service.

Upon request of Labadie Energy Center, 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 Labadie Energy Center under this Consent Agreement. If Labadie Energy Center sells its business, then Labadie Energy Center shall cause as a condition of such sale, that the buyer will assume the obligations of Labadie Energy Center under this Consent Agreement in writing. In such event, Labadie Energy Center 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 Labadie Energy Center and the Department.

5. The parties agree that the Department will submit this Consent Agreement to EPA as an attachment to its Regional Haze SIP revision, and as such, is subject to EPA approval.

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 Labadie Energy Center 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 Labadie Energy Center that Labadie Energy Center has adversely impacted or has the potential to adversely impact the two Class I areas in Missouri or any Class I area outside Missouri. Rather, this Consent Agreement is intended to update the federally enforceable requirements for Labadie Energy Center based on the current and actual conditions at the facility and to address the facility's RH requirements for the second planning period.

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. This Consent Agreement may not be modified orally.

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 Labadie Energy Center.

FORCE MAJEURE

11. Neither party will be liable for failure or delay to perform obligations under this Consent Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, but are not limited to, natural disasters, acts of terrorism, labor disputes or stoppages, war, national/regional emergencies, pandemics, or local epidemics. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

TERMINATION

12. This Consent Agreement shall be terminated upon mutual written agreement of Labadie Energy Center and the Department.

13. In the event that EPA fully disapproves the Department's Regional Haze SIP revision that includes this Consent Agreement or if EPA partially disapproves the Department's Regional Haze SIP revision that includes this Consent Agreement and such partial disapproval would necessitate emission control requirements that Labadie Energy Center determines (and notifies the Department) are materially more stringent than any operating requirements or exemptions specified in sections 1.A, 1.B, or 1.C of this Consent Agreement, then this Consent Agreement will terminate upon the effective date of such full or partial disapproval. A partial disapproval of the Department's Regional Haze SIP that would not impose such emission control requirements will not result in the termination of this Consent Agreement.

CORRESPONDENCE AND DOCUMENTATION

14. 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:

Compliance and Enforcement Section Chief
Air Pollution Control Program
P.O. Box 176
Jefferson, City, Missouri 65102-0176

Or by email to: AirComplianceReporting@dnr.mo.gov

For Labadie Energy Center:

Manager of Environmental Services
Ameren Missouri
1901 Chouteau Ave.
St. Louis, Missouri 63166

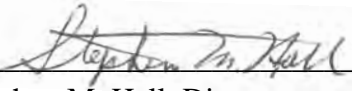
Legal Department
Ameren Missouri
1901 Chouteau Ave.
St. Louis, Missouri 63166

RIGHT OF APPEAL

By signing this Consent Agreement, Labadie Energy Center 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, subject to any change in law that might be interpreted to require changes to the terms of this Consent Agreement.

AGREED TO AND ORDERED

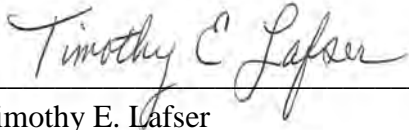
**MISSOURI DEPARTMENT OF
NATURAL RESOURCES**



Stephen M. Hall, Director
Air Pollution Control Program
Missouri Department of
Natural Resources

Date: 03/22/2022

LABADIE ENERGY CENTER



Timothy E. Lafser
Vice President, Power Operations
Ameren Missouri

Date: 03/18/2022

Regional Haze Consent Agreement – Annual Certification Worksheet

Calendar Year: _____

Operation Month	Boiler	Operation Hours Using Coal
January	B-1	
	B-2	
	B-3	
	B-4	
February	B-1	
	B-2	
	B-3	
	B-4	
March	B-1	
	B-2	
	B-3	
	B-4	
April	B-1	
	B-2	
	B-3	
	B-4	
May	B-1	
	B-2	
	B-3	
	B-4	
June	B-1	
	B-2	
	B-3	
	B-4	
July	B-1	
	B-2	
	B-3	
	B-4	
August	B-1	
	B-2	
	B-3	
	B-4	
September	B-1	
	B-2	
	B-3	
	B-4	
October	B-1	
	B-2	
	B-3	
	B-4	

Appendix E Consent Agreements

Operation Month	Boiler	Operation Hours Using Coal
November	B-1	
	B-2	
	B-3	
	B-4	
December	B-1	
	B-2	
	B-3	
	B-4	

The Labadie Energy Center certifies that the LNB, separated OFA, and neural network for Boilers (B-1, B-2, B-3 and B-4) were operated according to manufacturer specifications during all hours when burning coal in the Boilers. Any deviations or exemptions from this statement are provided in the box below.

The Labadie Energy Center certifies that all coal purchases throughout the calendar year were for western sub-bituminous coal. Any deviations or exemptions from this statement are provided in the box below.

(Responsible Official)

(Date)

E-2 Rush Island Energy Center – Consent Agreement

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:)
)
AMEREN MISSOURI) No. APCP-2022-015
d/b/a)
)
RUSH ISLAND ENERGY CENTER)
)

CONSENT AGREEMENT

The issuance of this Consent Agreement No. APCP-2022-015 (Consent Agreement) by the Missouri Department of Natural Resources (Department) is a formal administrative action taken by the State of Missouri after conference with Ameren Missouri, d/b/a Rush Island Energy Center. 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. Rush Island Energy Center 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

Sections 169A and 169B of the Clean Air Act (CAA) require the United States Environmental Protection Agency (EPA) to adopt regulations to reduce visibility impairment in 156 mandatory Class I Federal areas (Class I areas) resulting from anthropogenic air pollution. Hercules-Glades Wilderness Area and Mingo National Wildlife Refuge Area are two Class I areas in Missouri. States are required to submit periodic plans demonstrating how they made, and

will continue to make, progress towards achieving their visibility improvement goals. Missouri's 2021 Regional Haze State Implementation Plan (SIP) revision examines the need to implement measures to reduce the visibility impacts of Missouri sources in Class I areas in and around Missouri. Information contained in the SIP revision for the second planning period, including the four-factor analysis, supplements the information provided in the SIP revision for the first planning period, adopted by the commission on August 5, 2009.

Consistent with EPA guidance, the Department conducted a screening analysis for point sources by pairing 2016 emissions over distance with combined sulfate and nitrate extinction-weighted residence times (EWRT) and using a one percent (1%) threshold to determine which sources would be evaluated for controls based on the four-factor analysis to meet the Regional Haze Rule Reasonable Progress Goals (RPGs).

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results of the Department's four-factor analyses for Rush Island Energy Center and other sources within the state, confirm that Missouri will satisfy the RPGs for the RH second planning period.

Rush Island Energy Center has two coal-fired electric generating units (B-1 and B-2), which emit the majority of the facility's total NO_x and SO₂ emissions. Rush Island Energy Center is currently utilizing western sub-bituminous coal in Boilers (B-1 and B-2). Western sub-bituminous coal has inherently lower sulfur content than other types of coal such as lignite and bituminous. Therefore, the use of this coal acts to control SO₂ emissions from the boilers. In addition, Rush Island Energy Center is operating low NO_x burners (LNB), separated over-fire air (OFA), and neural network optimization to control NO_x emissions at the two boilers.

The purpose of this Consent Agreement is to formalize the parties' agreement to ensure the ongoing use of western sub-bituminous coal and the continued use of LNB, separated OFA, and neural network in the two boilers at Rush Island Energy Center. This agreement will support Missouri's Regional Haze SIP revision by making sure these conditions are adhered to by Rush Island Energy Center. These conditions are necessary to ensure both Missouri Class I areas' RPGs continue to be below the URP and otherwise satisfy the requirements of the RH program for the second planning period.

In consideration of the mutual promises contained herein, the Department and Rush Island Energy Center agree as follows:

AGREEMENT

1. Starting 180 days after the approval of this agreement by EPA as an attachment to Missouri's SIP for the second planning period of the RH program and consistent with the

exemption and termination provisions set forth in the Consent Agreement, Rush Island Energy Center agrees to continue the operation of the Boilers (B-1 and B-2) as set forth below.

A. Boilers (B-1 and B-2)

- i. Rush Island Energy Center agrees that all future coal purchases shall be western sub-bituminous coal.
- ii. Unless exempted by 1.C.iii, Rush Island Energy Center agrees to operate the existing LNB, separated OFA, and neural network optimization to minimize NO_x emissions at all times when burning coal in the boilers, consistent with the technological limitations, manufacturers' specifications, good engineering and maintenance practices, and good air pollution control practices for minimizing emissions (as defined in 40 C.F.R. § 60.11(d)) for such equipment and the Unit.

B. Reporting and Recordkeeping Requirements

- i. Rush Island Energy Center shall track the number of hours it burns coal in the Boilers each month using the attached certification worksheet. Rush Island Energy Center shall submit this information annually as part of its Part 70 Operating Permit Compliance and Monitoring Report – Annual Compliance Certification (ACC).
- ii. Rush Island Energy Center shall include an annual certification stating that the LNB, separated OFA, and neural network optimization at the Boilers were operating during all hours when burning coal throughout the calendar year. Rush Island Energy Center shall use the attached certification

worksheet to make this annual certification and submit the worksheet as part of the ACC.

- iii. Rush Island Energy Center shall include an annual certification stating that all coal purchases or deliveries throughout the year were western sub-bituminous coal. Rush Island Energy Center shall use the attached certification worksheet to make this annual certification and submit the worksheet as part of the ACC.
- iv. Rush Island Energy Center shall maintain a record of all coal deliveries during each calendar year. Bills of lading and other coal delivery documentation containing the following representative information for coal purchases or deliveries are deemed acceptable to comply with the requirements of this agreement:
 - a) The name, address, and contact information of the coal supplier;
 - b) The type of coal;
 - c) The sulfur content or maximum sulfur content expressed in percent sulfur by weight or in ppm sulfur; and
 - d) The heating value of the coal.
- v. Rush Island Energy Center shall maintain all records required by paragraph B of this Consent Agreement for not less than five years and shall make them available immediately to any Department personnel upon request.

C. Exemptions

- i. Rush Island Energy Center may be exempted from some or all of the requirements in paragraphs 1.A and 1.B if it receives approval from the Department to operate an alternative control option(s) that will result in equal or lower NO_x and SO₂ emissions from the two Boilers when compared to the facility's current control strategy.
- ii. Rush Island Energy Center may be temporarily exempted from the requirements in paragraph 1.A.i and 1.B.iii if it submits documentation showing that the delivered cost for the western sub-bituminous coal will exceed 150 percent of the delivered cost of an alternative coal supply, and it receives approval from the Department. The temporary exemption will expire at the end of the fuel supply contract for which the Rush Island Energy Center receives approval to enter into under this paragraph.
 - a. For Rush Island Energy Center to receive an exemption under paragraph 1.C.i. or 1.C.ii., Rush Island Energy Center must submit the exemption request in writing to the Department and receive written approval from the Department before undertaking the action for which Rush Island Energy Center is requesting the exemption.
- iii. Rush Island Energy Center may be exempted from the requirement in paragraph 1.A.ii during periods of start-up, shutdown, or malfunction, following the Department review pursuant to 10 CSR 10-6.050.

D. Stipulated Penalties

If Rush Island Energy Center fails to comply with any requirement in paragraphs 1.A or 1.B and does not receive an exemption under paragraph 1.C. of this Consent Agreement, Rush Island Energy Center will be in violation of this consent agreement and 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.

Period of Noncompliance	Penalty
1 st through 30 th day	\$100.00 a day
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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 other specified regulatory requirement, not both, against Rush Island Energy Center.

Penalty payments under this Order, including any stipulated penalties, are penalties within the meaning of Section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), and 26 C.F.R. § 1.162-21(a)(3)(i). For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2)(iii)(A), certain costs incurred by performance of this Order may qualify as restitution, remediation, or costs required to come into compliance with the law. Rush Island Energy Center is solely responsible for providing to the Department complete, accurate, and necessary information by the close of any applicable tax year to complete a Form 1098-F. Further, the Department shall not be responsible for any incomplete or inaccurate information nor the results of any tax audit. No portion of any penalties paid pursuant to this Order may be used to reduce any federal or state tax obligations, except as authorized by the Internal Revenue Service.

Upon request of Rush Island Energy Center, 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 Rush Island Energy Center under this Consent Agreement. If Rush Island Energy Center sells its business, then Rush Island Energy Center shall cause as a condition of such sale, that the buyer will assume the obligations of Rush Island Energy Center under this Consent Agreement in writing. In such event, Rush Island Energy Center 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 Rush Island Energy Center and the Department.

5. The parties agree that the Department will submit this Consent Agreement to EPA as an attachment to its Regional Haze SIP revision, and as such, is subject to EPA approval.

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 Rush Island Energy Center 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 Rush Island Energy Center that Rush Island Energy Center has adversely impacted or has the potential to adversely impact the two Class I areas in Missouri or any Class I area outside Missouri. Rather, this Consent Agreement is intended to update the federally enforceable requirements for Rush Island Energy Center based on the current and actual conditions at the facility and to address the facility's RH requirements for the second planning period.

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. This Consent Agreement may not be modified orally.

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 Rush Island Energy Center.

FORCE MAJEURE

11. Neither party will be liable for failure or delay to perform obligations under this Consent Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, but are not limited to, natural disasters, acts of terrorism, labor disputes or stoppages, war, national/regional

emergencies, pandemics, or local epidemics. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

TERMINATION

12. This Consent Agreement shall be terminated upon mutual written agreement of Rush Island Energy Center and the Department.

13. In the event that EPA fully disapproves the Department's Regional Haze SIP revision that includes this Consent Agreement or if EPA partially disapproves the Department's Regional Haze SIP revision that includes this Consent Agreement and such partial disapproval would necessitate emission control requirements that Rush Island Energy Center determines (and notifies the Department) are materially more stringent than any operating requirements or exemptions specified in sections 1.A, 1.B, or 1.C of this Consent Agreement, then this Consent Agreement will terminate upon the effective date of such full or partial disapproval. A partial disapproval of the Department's Regional Haze SIP that would not impose such emission control requirements will not result in the termination of this Consent Agreement.

CORRESPONDENCE AND DOCUMENTATION

14. 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:

Compliance and Enforcement Section Chief
Air Pollution Control Program
P.O. Box 176
Jefferson, City, Missouri 65102-0176

Or by email to: AirComplianceReporting@dnr.mo.gov

For Rush Island Energy Center:

Manager of Environmental Services
Ameren Missouri
1901 Chouteau Ave.
St. Louis, Missouri 63166

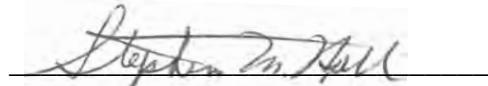
Legal Department
Ameren Missouri
1901 Chouteau Ave.
St. Louis, Missouri 63166

RIGHT OF APPEAL

By signing this Consent Agreement, Rush Island Energy Center 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, subject to any change in law that might be interpreted to require changes to the terms of this Consent Agreement.

AGREED TO AND ORDERED

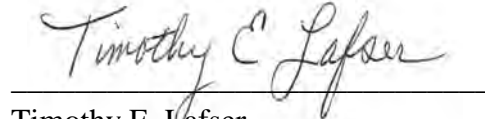
**MISSOURI DEPARTMENT OF
NATURAL RESOURCES**



Stephen M. Hall, Director
Air Pollution Control Program
Missouri Department of
Natural Resources

Date: 03/22/2022

RUSH ISLAND ENERGY CENTER



Timothy E. Lafser
Vice President, Power Operations
Ameren Missouri

Date: 03/18/2022

Regional Haze Consent Agreement – Annual Certification Worksheet

Calendar Year: _____

Operation Month	Boiler	Operation Hours Using Coal
January	B-1	
	B-2	
February	B-1	
	B-2	
March	B-1	
	B-2	
April	B-1	
	B-2	
May	B-1	
	B-2	
June	B-1	
	B-2	
July	B-1	
	B-2	
August	B-1	
	B-2	
September	B-1	
	B-2	
October	B-1	
	B-2	
November	B-1	
	B-2	
December	B-1	
	B-2	

The Rush Island Energy Center certifies that the LNB, separated OFA, and neural network for Boilers (B-1 and B-2) were operated according to manufacturer specifications during all hours when burning coal in the Boilers. Any deviations or exemptions from this statement are provided in the box below.

Appendix E Consent Agreements

The Rush Island Energy Center certifies that all coal purchases throughout the calendar year were for western sub-bituminous coal. Any deviations or exemptions from this statement are provided in the box below.

(Responsible Official)

(Date)

E-3 John Twitty Energy Center – Consent Agreement

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:)
)
City Utilities of Springfield) No. APCP-2022-012
d/b/a)
)
JOHN TWITTY ENERGY CENTER)
)

CONSENT AGREEMENT

The issuance of this Consent Agreement No. APCP-2022-012 (Consent Agreement) by the Missouri Department of Natural Resources (Department) is a formal administrative action taken by the State of Missouri after conference with City Utilities of Springfield which owns and operates the John Twitty Energy Center (collectively referred to hereinafter as John Twitty Energy Center). 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. John Twitty Energy Center 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

Section 169A and 169B of the Clean Air Act (CAA) require the United States Environmental Protection Agency (EPA) to adopt regulations to reduce visibility impairment in 156 mandatory Class I Federal areas (Class I areas) resulting from anthropogenic air pollution. Hercules-Glades Wilderness Area and Mingo National Wildlife Refuge Area are two Class I

areas in Missouri. States are required to submit periodic plans demonstrating how they made, and will continue to make, progress towards achieving their visibility improvement goals. Missouri's 2021 Regional Haze State Implementation Plan (SIP) revision examines the need to implement measures to reduce the visibility impacts of Missouri sources in Class I areas in and around Missouri. Information contained in the SIP revision for the second planning period, including the four-factor analysis, supplements the information provided in the SIP revision for the first planning period, adopted by the commission on August 5, 2009.

Consistent with EPA guidance, the Department conducted a screening analysis for point sources by pairing 2016 emissions over distance with combined sulfate and nitrate extinction-weighted residence times (EWRT) and using a one percent (1%) threshold to determine which sources would be evaluated for controls based on the four-factor analysis to meet the Regional Haze Rule Reasonable Progress Goals (RPGs).

The Regional Haze Rule requires states to consider four criteria (four-factor) when evaluating control measures for selected sources: 1) cost of compliance; 2) time necessary for compliance; 3) energy and non-air quality environmental impacts of compliance; and 4) remaining useful life.

The Department used EPA's updated 2028 Regional Haze Modeling to estimate visibility conditions at the end of the second planning period in 2028. According to EPA's modeling, both Missouri Class I areas' 2028 RPGs projected visibility conditions will be below the Uniform Rate of Progress (URP). Missouri is below the URP for the Regional Haze (RH) second planning period without adjusting the URP to account for impact from anthropogenic sources outside the United States even though the RH Rule and EPA allow states to make such an adjustment. The fact that Missouri's Class I areas are already well below the unadjusted URP, along with the

results of the Department's four-factor analyses for John Twitty Energy Center and other sources within the state, confirm that Missouri will satisfy the RPGs for the RH second planning period.

John Twitty Energy Center has two coal-fired electric generating units (E09 and E100), which emit the majority of the facility's total NO_x and SO₂ emissions. Boiler E100 is subject to a 2004 construction permit which adequately limits both NO_x and SO₂ emissions from the boiler. Therefore, this consent agreement applies only to Boiler E09. John Twitty Energy Center is currently utilizing western sub-bituminous coal in Boiler E09. Western sub-bituminous coal has inherently lower sulfur content than other types of coal such as lignite and bituminous. Therefore, the use of this coal acts to control SO₂ emissions from the boiler. In addition, John Twitty Energy Center is operating a selective catalytic reduction (SCR) control device at Boiler E09 to control NO_x emissions from the boiler.

The purpose of this Consent Agreement is to formalize the parties' agreement to ensure the ongoing use of western sub-bituminous coal and the continued use of the SCR in Boiler E09 at the John Twitty Energy Center. This agreement will support Missouri's Regional Haze SIP revision by making sure these conditions are adhered to by John Twitty Energy Center. These conditions are necessary to ensure both Missouri Class I areas' RPGs continue to be below the URP and otherwise satisfy the requirements of the RH program for the second planning period.

In consideration of the mutual promises contained herein, the Department and John Twitty Energy Center agree as follows:

AGREEMENT

1. Starting 180 days after the approval of this agreement by EPA as an attachment to Missouri's SIP for the second planning period of the RH program and consistent with the exemption and termination provisions set forth in the Consent Agreement, John Twitty Energy Center agrees to continue the operation of Boiler E09 as set forth below.

A. Boiler E09

- i. John Twitty Energy Center agrees that all future coal purchases shall be western sub-bituminous coal.
- ii. Unless exempted by 1.C.iii, John Twitty Energy Center agrees to operate the SCR NO_x control system at all times when burning coal in Boiler E09, consistent with the technological limitations, manufacturers' specifications, good engineering and maintenance practices, and good air pollution control practices for minimizing emissions (as defined in 40 C.F.R. § 60.11(d)) for such equipment and the Unit.

B. Reporting and Recordkeeping Requirements

- i. John Twitty Energy Center shall track the number of hours it burns coal in Boiler E09 each month using the attached certification worksheet. John Twitty Energy Center shall submit this information annually as part of its Part 70 Operating Permit Compliance and Monitoring Report – Annual Compliance Certification (ACC).
- ii. John Twitty Energy Center shall include an annual certification stating that the SCR for Boiler E09 was operating during all hours when burning coal throughout the calendar year. John Twitty Energy Center shall use the

attached certification worksheet to make this annual certification and submit the worksheet as part of the ACC.

- iii. John Twitty Energy Center shall include an annual certification stating that all coal purchases or deliveries throughout the year were western sub-bituminous coal. John Twitty Energy Center shall use the attached certification worksheet to make this annual certification and submit the worksheet as part of the ACC.
- iv. John Twitty Energy Center shall maintain a record of all coal deliveries during each calendar year. Bills of lading and other coal delivery documentation containing the following representative information for coal purchases or deliveries are deemed acceptable to comply with the requirements of this agreement:
 - a) The name, address, and contact information of the coal supplier;
 - b) The type of coal;
 - c) The sulfur content or maximum sulfur content expressed in percent sulfur by weight or in ppm sulfur; and
 - d) The heating value of the coal.
- v. John Twitty Energy Center shall maintain all records required by paragraph B. of this Consent Agreement for not less than five years and shall make them available immediately to any Department personnel upon request.

C. Exemptions

- i. John Twitty Energy Center may be exempted from some or all of the requirements in paragraphs 1.A and 1.B if it receives approval from the Department to operate an alternative control option(s) that will result in equal or lower NO_x and SO₂ emissions from Boiler E09 when compared to the facility's current control strategy.
- ii. John Twitty Energy Center may be temporarily exempted from the requirements in paragraph 1.A.i and 1.B.iii if it submits documentation showing that the delivered cost for the western sub-bituminous coal will exceed 150 percent of the delivered cost of an alternative coal supply, and it receives approval from the Department. The temporary exemption will expire at the end of the fuel supply contract for which the John Twitty Energy Center receives approval to enter into under this paragraph.
 - a. For John Twitty Energy Center to receive an exemption under paragraph 1.C.i. or 1.C.ii., John Twitty Energy Center must submit the exemption request in writing to the Department and receive written approval from the Department before undertaking the action for which John Twitty Energy Center is requesting the exemption.
- iii. John Twitty Energy Center may be exempted from the requirement in paragraph 1.A.ii during periods of start-up, shutdown, or malfunction, following the Department review pursuant to 10 CSR 10-6.050.

D. Stipulated Penalties

If John Twitty Energy Center fails to comply with any requirement in paragraphs 1.A or 1.B and does not receive an exemption under paragraph 1.C. of this Consent Agreement, John Twitty Energy Center will be in violation of this consent agreement and 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.

Period of Noncompliance	Penalty
1 st through 30 th day	\$100.00 a day
31 st through 60 th day	\$500.00 a day
Beyond 61 days	\$1,000.00 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 “Greene County Treasurer, as custodian for the Greene 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 other specified regulatory requirement, not both, against John Twitty Energy Center.

Penalty payments under this Order, including any stipulated penalties, are penalties within the meaning of Section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), and 26 C.F.R. § 1.162-21(a)(3)(i). For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2)(iii)(A), certain costs incurred by performance of this Order may qualify as restitution, remediation, or costs required to come into compliance with the law. John Twitty Energy Center is solely responsible for providing to the Department complete, accurate, and necessary information by the close of any applicable tax year to complete a Form 1098-F. Further, the Department shall not be responsible for any incomplete or inaccurate information nor the results of any tax audit. No portion of any penalties paid pursuant to this Order may be used to reduce any federal or state tax obligations, except as authorized by the Internal Revenue Service.

Upon request of John Twitty Energy Center, 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 John Twitty Energy Center under this Consent Agreement. If John Twitty Energy Center sells its business, then John Twitty Energy Center shall cause as a condition of such sale, that the buyer will assume the obligations of John Twitty Energy Center under this Consent Agreement in writing. In such event, John Twitty Energy Center 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 John Twitty Energy Center and the Department.

5. The parties agree that the Department will submit this Consent Agreement to EPA as an attachment to its Regional Haze SIP revision, and as such, is subject to EPA approval.

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 John Twitty Energy Center 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 John Twitty Energy Center that John Twitty Energy Center has adversely impacted or has the potential to adversely impact the two Class I areas in Missouri or any Class I area outside Missouri. Rather, this Consent Agreement is intended to update the federally enforceable requirements for John Twitty Energy Center based on the current and actual conditions at the facility and to address the facility's RH requirements for the second planning period.

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. This Consent Agreement may not be modified orally.

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 John Twitty Energy Center.

FORCE MAJEURE

11. Neither party will be liable for failure or delay to perform obligations under this Consent Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, but are not limited to, natural disasters, acts of terrorism, labor disputes or stoppages, war, national/regional

emergencies, pandemics, or local epidemics. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

TERMINATION

12. This Consent Agreement shall be terminated upon mutual written agreement of John Twitty Energy Center and the Department.

13. In the event that EPA fully disapproves the Department's Regional Haze SIP revision that includes this Consent Agreement or if EPA partially disapproves the Department's Regional Haze SIP revision that includes this Consent Agreement and such partial disapproval would necessitate emission control requirements that John Twitty Energy Center determines (and notifies the Department) are materially more stringent than any operating requirements or exemptions specified in sections 1.A, 1.B, or 1.C of this Consent Agreement, then this Consent Agreement will terminate upon the effective date of such full or partial disapproval. A partial disapproval of the Department's Regional Haze SIP that would not impose such emission control requirements will not result in the termination of this Consent Agreement.

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:

Compliance and Enforcement Section Chief
Air Pollution Control Program
P.O. Box 176
Jefferson, City, Missouri 65102-0176

Or by email to: AirComplianceReporting@dnr.mo.gov

For John Twitty Energy Center:

Environmental Affairs
John Twitty Energy Center
301 E. Central, P.O. Box 551
Springfield, Missouri 65801-0551

Legal Department
John Twitty Energy Center
301 E. Central, P.O. Box 551
Springfield, Missouri 65801-0551

RIGHT OF APPEAL

By signing this Consent Agreement, John Twitty Energy Center 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, subject to any change in law that might be interpreted to require changes to the terms of this Consent Agreement.

AGREED TO AND ORDERED

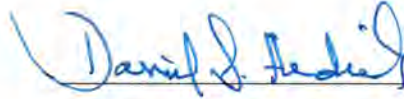
**MISSOURI DEPARTMENT OF
NATURAL RESOURCES**



Stephen M. Hall, Director
Air Pollution Control Program
Missouri Department of Natural Resources

Date: March 16, 2022

**CITY UTILITIES OF SPRINGFIELD,
MISSOURI - JOHN TWITTY ENERGY CENTER**



Daniel Hedrick
Director - Environmental Affairs/Designated
Representative/Responsible Official
City Utilities of Springfield, Missouri
for the John Twitty Energy Center

Date: March 9, 2022

Regional Haze Consent Agreement – Annual Certification Worksheet

Calendar Year: _____

Operation Month	Boiler	Operation Hours Using Coal
January	E09	
February	E09	
March	E09	
April	E09	
May	E09	
June	E09	
July	E09	
August	E09	
September	E09	
October	E09	
November	E09	
December	E09	

The John Twitty Energy Center certifies that the Selective Catalytic Reduction NO_x Control Device for Boiler E09 was operated according to manufacturer specifications during all hours when burning coal in the boiler. Any deviations or exemptions from this statement are provided in the box below.

The John Twitty Energy Center certifies that all coal purchases throughout the calendar year were for Western sub-bituminous coal. Any deviations or exemptions from this statement are provided in the box below.

(Responsible Official)

(Date)

E-4 New Madrid Power Plant – Consent Agreement

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:)
)
 ASSOCIATED ELECTRIC COOPERATIVE, INC.) No. APCP-2022-014
 d/b/a)
)
 NEW MADRID POWER PLANT)
)

CONSENT AGREEMENT

The issuance of this Consent Agreement No. APCP-2022-014 (Consent Agreement) by the Missouri Department of Natural Resources (Department) is a formal administrative action taken by the State of Missouri after conference with Associated Electric Cooperation, Inc., d/b/a New Madrid Power Plant. 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. New Madrid Power Plant 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

Sections 169A and 169B of the Clean Air Act (CAA) require the United States Environmental Protection Agency (EPA) to adopt regulations to reduce visibility impairment in 156 mandatory Class I Federal areas (Class I areas) resulting from anthropogenic air pollution. Hercules-Glades Wilderness Area and Mingo National Wildlife Refuge Area are two Class I areas in Missouri. States are required to submit periodic plans demonstrating how they made, and

will continue to make, progress towards achieving their visibility improvement goals. Missouri's 2021 Regional Haze State Implementation Plan (SIP) revision examines the need to implement measures to reduce the visibility impacts of Missouri sources in Class I areas in and around Missouri. Information contained in the SIP revision for the second planning period, including the four-factor analysis, supplements the information provided in the SIP revision for the first planning period, adopted by the commission on August 5, 2009.

Consistent with EPA guidance, the Department conducted a screening analysis for point sources by pairing 2016 emissions over distance with combined sulfate and nitrate extinction-weighted residence times (EWRT) and using one percent (1%) threshold to determine which sources would be evaluated for controls based on the four-factor analysis to meet the Regional Haze Rule Reasonable Progress Goals (RPG).

The Regional Haze Rule requires states to consider four criteria (four-factor) when evaluating control measures for selected sources: 1) cost of compliance; 2) time necessary for compliance; 3) energy and non-air quality environmental impacts of compliance; and 4) remaining useful life.

The Department used EPA's updated 2028 Regional Haze Modeling to estimate visibility conditions at the end of the second planning period in 2028. According to EPA's modeling, both Missouri Class I areas' 2028 projected visibility conditions will be below the Uniform Rate of Progress (URP). Missouri is below the URP for the Regional Haze (RH) second planning period without adjusting the URP to account for impact from anthropogenic sources outside the United States, even though the RH Rule and EPA guidance allow states to make such an adjustment. The fact that Missouri's Class I areas are already well below the unadjusted URP, along with the

results of the Department's four-factor analyses for New Madrid Power Plant and other sources within the state, confirm that Missouri will satisfy the RPGs for the RH second planning period.

New Madrid Power Plant has two coal-fired electric generating units (EP-01 and EP-02), which emit the majority of the facility's total NO_x and SO₂ emissions. New Madrid Power Plant is currently utilizing western sub-bituminous coal in Boilers (EP-01 and EP-02) except for a limited number of hours per year when the facility burns high-sulfur coal for reliability purposes to burn out the cyclones to prevent them from clogging the slag tap. Western sub-bituminous coal has inherently lower sulfur content than other types of coal such as lignite and bituminous. Therefore, the use of this coal acts to control SO₂ emissions from the boilers. In addition, New Madrid Power Plant is operating over-fire air (OFA), and selective catalytic reduction (SCR) to control NO_x emissions at the two boilers.

The purpose of this Consent Agreement is to formalize the parties' agreement to ensure the ongoing use of western sub-bituminous coal, consistent with current practices at the facility, and the continued use of the OFA, and SCR in the two boilers at New Madrid Power Plant. This agreement will support Missouri's Regional Haze SIP revision by making sure New Madrid Power Plant adheres to these conditions. These conditions are necessary to ensure both Missouri Class I areas' RPGs continue to be below the URP and otherwise satisfy the requirements of the RH program for the second planning period.

In consideration of the mutual promises contained herein, the Department and New Madrid Power Plant agree as follows:

AGREEMENT

1. Starting 180 days after the approval of this agreement by EPA as an attachment to Missouri's SIP for the second planning period of the RH program and consistent with the exemption and termination provisions set forth in the Consent Agreement, New Madrid Power Plant agrees to continue the operation of the Boilers (EP-01 and EP-02) as set forth below.

A. Boilers (EP-01 and EP-02)

- i. Except as provided in 1.A.ii, New Madrid Power Plant agrees that all future coal purchases shall be western sub-bituminous coal.
- ii. Consistent with current operations and good reliability practices, New Madrid Power Plant may burn up to 1,000 tons of high-sulfur coal per year.
- iii. Unless exempted by 1.C.iii, New Madrid Power Plant agrees to operate the OFA to minimize NO_x emissions at all times when burning coal in the Boilers, consistent with the technological limitations, manufacturers' specifications, good engineering and maintenance practices, and good air pollution control practices for minimizing emissions (as defined in 40 C.F.R. § 60.11(d)) for such equipment and the Unit.
- iv. Unless exempted by 1.C.iii, New Madrid Power Plant agrees to operate the SCR NO_x control systems at all times when burning coal in the Boilers, consistent with the technological limitations, manufacturers' specifications, good engineering and maintenance practices, and good air pollution control practices for minimizing emissions (as defined in 40 C.F.R. § 60.11(d)) for such equipment and the Unit.

B. Reporting and Recordkeeping Requirements

- i. New Madrid Power Plant shall track the number of hours it burns coal in the Boilers each month using the attached certification worksheet. New Madrid Power Plant shall submit this information annually as part of its Part 70 Operating Permit Compliance and Monitoring Report – Annual Compliance Certification (ACC).
- ii. New Madrid Power Plant shall include an annual certification stating that the OFA, and SCR at the Boilers were operating during all hours when burning coal throughout the calendar year. New Madrid Power Plant shall use the attached certification worksheet to make this annual certification and submit the worksheet as part of the ACC.
- iii. New Madrid Power Plant shall include an annual certification stating that all coal purchases or deliveries throughout the year were western sub-bituminous coal, except for such coal purchases and deliveries as authorized by 1.A.ii. New Madrid Power Plant shall keep separate records covering periods when the facility burns high-sulfur coal pursuant to 1.A.ii, and report the total tons of such coal burned at the facility. New Madrid Power Plant shall use the attached certification worksheet to make this annual certification and report and submit the worksheet as part of the ACC.
- iv. New Madrid Power Plant shall maintain a record of all coal deliveries during each calendar year. Bills of lading and other coal delivery documentation containing the following representative information for

coal purchases or deliveries are deemed acceptable to comply with the requirements of this agreement:

- a) The name, address, and contact information of the coal supplier;
 - b) The type of coal;
 - c) The sulfur content or maximum sulfur content expressed in percent sulfur by weight or in ppm sulfur; and
 - d) The heating value of the coal.
- v. New Madrid Power Plant shall maintain all records required by paragraph B of this Consent Agreement for not less than five years and shall make them available immediately to any Department personnel upon request.

C. Exemptions

- i. New Madrid Power Plant may be exempted from some or all of the requirements in paragraphs 1.A and 1.B if it receives approval from the Department to operate an alternative control option(s) that will result in equal or lower NO_x and SO₂ emissions from the two Boilers when compared to the facility's current control strategy.
- ii. New Madrid Power Plant may be temporarily exempted from the requirements in paragraph 1.A.i and 1.B.iii if it submits documentation showing that the delivered cost for the western sub-bituminous coal will exceed 150 percent of the delivered cost of an alternative coal supply, and it receives approval from the Department. The temporary exemption will expire at the end of the fuel supply contract for which the New Madrid Power Plant receives approval to enter into under this paragraph.

a. For New Madrid Power Plant to receive an exemption under paragraph 1.C.i. or 1.C.ii., New Madrid Power Plant must submit the exemption request in writing to the Department and receive written approval from the Department before undertaking the action for which New Madrid Power Plant is requesting the exemption.

iii. New Madrid Power Plant may be exempted from the requirement in paragraph 1.A.ii and 1.A.iii during periods of start-up, shutdown, or malfunction, following Department review pursuant to 10 CSR 10-6.050.

D. Stipulated Penalties

If New Madrid Power Plant fails to comply with any requirement in paragraphs 1.A or 1.B and does not receive an exemption under paragraph 1.C. of this Consent Agreement, New Madrid Power Plant will be in violation of this consent agreement and 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.

Period of Noncompliance	Penalty
1 st through 30 th day	\$100.00 a day

31 st through 60 th day	\$500.00 a day
Beyond 61 days	\$1,000.00 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 “New Madrid County Treasurer, as custodian for the New Madrid 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 other specified regulatory requirement, not both, against New Madrid Power Plant.

Penalty payments under this Order, including any stipulated penalties, are penalties within the meaning of Section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), and 26 C.F.R. § 1.162-21(a)(3)(i). For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2)(iii)(A), certain costs incurred by performance of this Order may qualify as restitution, remediation, or costs required to come into compliance with the law. New Madrid Power Plant is solely responsible for

providing to the Department complete, accurate, and necessary information by the close of any applicable tax year to complete a Form 1098-F. Further, the Department shall not be responsible for any incomplete or inaccurate information nor the results of any tax audit. No portion of any penalties paid pursuant to this Order may be used to reduce any federal or state tax obligations, except as authorized by the Internal Revenue Service.

Upon request of New Madrid Power Plant, 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 New Madrid Power Plant under this Consent Agreement. If New Madrid Power Plant sells its business, then New Madrid Power Plant shall cause as a condition of such sale, that the buyer will assume the obligations of New Madrid Power Plant under this Consent Agreement in writing. In such event, New Madrid Power Plant 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 New Madrid Power Plant and the Department.

5. The parties agree that the Department will submit this Consent Agreement to EPA as an attachment to its Regional Haze SIP revision, and as such, is subject to EPA approval.

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 New Madrid Power Plant 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 New Madrid Power Plant that New Madrid Power Plant has adversely impacted or has the potential to adversely impact the two Class I areas in Missouri or any Class I area outside Missouri. Rather, this Consent Agreement is intended to update the federally enforceable requirements for New Madrid Power Plant based on the current and actual conditions at the facility and to address the facility's RH requirements for the second planning period.

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. This Consent Agreement may not be modified orally.

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 New Madrid Power Plant.

FORCE MAJEURE

11. Neither party will be liable for failure or delay to perform obligations under this Consent Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, but are not limited to, natural disasters, acts of terrorism, labor disputes or stoppages, war, national/regional emergencies, pandemics, or local epidemics. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

TERMINATION

12. This Consent Agreement shall be terminated upon mutual written agreement of New Madrid Power Plant and the Department.

13. In the event that EPA fully disapproves the Department's Regional Haze SIP revision that includes this Consent Agreement or if EPA partially disapproves the Department's Regional Haze SIP revision that includes this Consent Agreement and such partial disapproval would necessitate emission control requirements that New Madrid Power Plant determines (and notifies the Department) are materially more stringent than any operating requirements or

Appendix E Consent Agreements

exemptions specified in sections 1.A, 1.B, or 1.C of this Consent Agreement, then this Consent Agreement will terminate upon the effective date of such full or partial disapproval. A partial disapproval of the Department's Regional Haze SIP that would not impose such emission control requirements will not result in the termination of this Consent Agreement.

CORRESPONDENCE AND DOCUMENTATION

14. 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:

Compliance and Enforcement Section Chief
Air Pollution Control Program
P.O. Box 176
Jefferson, City, Missouri 65102-0176

Or by email to: AirComplianceReporting@dnr.mo.gov

For New Madrid Power Plant:

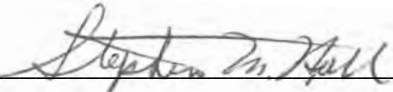
Manager – Air Quality
Associated Electric Cooperative, Inc.
P.O. Box 754
Springfield, Missouri 65801-0754

RIGHT OF APPEAL

By signing this Consent Agreement, New Madrid Power Plant 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, subject to any change in law that might be interpreted to require changes to the terms of this Consent Agreement.

AGREED TO AND ORDERED

**MISSOURI DEPARTMENT OF
NATURAL RESOURCES**



Stephen M. Hall, Director
Air Pollution Control Program
Missouri Department of
Natural Resources

Date: March 17, 2022

**ASSOCIATED ELECTRIC
COOPERATIVE, INC.**



David Tudor, CEO/General Manager
Associated Electric Cooperative, Inc.

Date: 3/15/2022

Regional Haze Consent Agreement – Annual Certification Worksheet

Calendar Year: _____

Operation Month	Boiler	Operation Hours Using Coal
January	EP-01	
	EP-02	
February	EP-01	
	EP-02	
March	EP-01	
	EP-02	
April	EP-01	
	EP-02	
May	EP-01	
	EP-02	
June	EP-01	
	EP-02	
July	EP-01	
	EP-02	
August	EP-01	
	EP-02	
September	EP-01	
	EP-02	
October	EP-01	
	EP-02	
November	EP-01	
	EP-02	
December	EP-01	
	EP-02	

The New Madrid Power Plant certifies that the OFA, and SCR for Boilers (EP-01 and EP-02) were operated according to manufacturer specifications during all hours when burning coal in the Boilers. Any deviations or exemptions from this statement are provided in the box below.

Appendix E Consent Agreements

The New Madrid Power Plant certifies that all coal purchases throughout the calendar year were for western sub-bituminous coal. Any deviations or exemptions from this statement are provided in the box below.

(Responsible Official)

(Date)

E-5 Thomas Hill Energy Center – Consent Agreement

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:)
)
ASSOCIATED ELECTRIC COOPERATIVE, INC.) No. APCP-2022-013
d/b/a)
)
THOMAS HILL ENERGY CENTER)
)

CONSENT AGREEMENT

The issuance of this Consent Agreement No. APCP-2022-013 (Consent Agreement) by the Missouri Department of Natural Resources (Department) is a formal administrative action taken by the State of Missouri after conference with Associated Electric Cooperation, Inc., d/b/a Thomas Hill Energy Center. 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. Thomas Hill Energy Center 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

Sections 169A and 169B of the Clean Air Act (CAA) require the United States Environmental Protection Agency (EPA) to adopt regulations to reduce visibility impairment in 156 mandatory Class I Federal areas (Class I areas) resulting from anthropogenic air pollution. Hercules-Glades Wilderness Area and Mingo National Wildlife Refuge Area are two Class I areas in Missouri. States are required to submit periodic plans demonstrating how they made, and

will continue to make, progress towards achieving their visibility improvement goals. Missouri's 2021 Regional Haze State Implementation Plan (SIP) revision examines the need to implement measures to reduce the visibility impacts of Missouri sources in Class I areas in and around Missouri. Information contained in the SIP revision for the second planning period, including the four-factor analysis, supplements the information provided in the SIP revision for the first planning period, adopted by the commission on August 5, 2009.

Consistent with EPA guidance, the Department conducted a screening analysis for point sources by pairing 2016 emissions over distance with combined sulfate and nitrate extinction-weighted residence times (EWRT) and using a one percent (1%) threshold to determine which sources would be evaluated for controls based on the four-factor analysis to meet the Regional Haze Rule Reasonable Progress Goals (RPGs).

The Regional Haze Rule requires states to consider four criteria (four-factor) when evaluating control measures for selected sources: 1) cost of compliance; 2) time necessary for compliance; 3) energy and non-air quality environmental impacts of compliance; and 4) remaining useful life.

The Department used EPA's updated 2028 Regional Haze Modeling to estimate visibility conditions at the end of the second planning period in 2028. According to EPA's modeling, both Missouri Class I areas' 2028 projected visibility conditions will be below the Uniform Rate of Progress (URP). Missouri is below the URP for the Regional Haze (RH) second planning period without adjusting the URP to account for impact from anthropogenic sources outside the United States, even though the RH Rule and EPA guidance allow states to make such an adjustment. The fact that Missouri's Class I areas are already well below the unadjusted URP, along with the results of the Department's four-factor analyses for Thomas Hill Energy Center and other

sources within the state, confirm that Missouri will satisfy the RPGs for the RH second planning period.

Thomas Hill Energy Center has three coal-fired electric generating units (EP01, EP02, and EP03), which emit the majority of the facility's total NO_x and SO₂ emissions. Thomas Hill Energy Center is currently utilizing western sub-bituminous coal in Boilers (EP01, EP02, and EP03). Western sub-bituminous coal has inherently lower sulfur content than other types of coal such as lignite and bituminous. Therefore, the use of this coal acts to control SO₂ emissions from the boilers. In addition, Thomas Hill Energy Center is operating over-fire air (OFA) and selective catalytic reduction (SCR) to control NO_x emissions at the three boilers. Thomas Hill Energy Center is also operating a Low NO_x burner (LNB) at boiler EP03.

The purpose of this Consent Agreement is to formalize the parties' agreement to ensure the ongoing use of western sub-bituminous coal and the continued use of the OFA, and SCR in the three boilers and LNB in boiler EP03 at Thomas Hill Energy Center. This agreement will support Missouri's Regional Haze SIP revision by making sure these conditions are adhered to by Thomas Hill Energy Center. These conditions are necessary to ensure both Missouri Class I areas' RPGs continue to be below the URP and otherwise satisfy the requirements of the RH program for the second planning period.

In consideration of the mutual promises contained herein, the Department and Thomas Hill Energy Center agree as follows:

AGREEMENT

1. Starting 180 days after the approval of this agreement by EPA as an attachment to Missouri's SIP for the second planning period of the RH program and consistent with the exemption and termination provisions set forth in the Consent Agreement, Thomas Hill Energy Center agrees to continue the operation of the Boilers (EP01, EP02, and EP03) as set forth below.

A. Boilers (EP01, EP02, and EP03)

- i. Thomas Hill Energy Center agrees that all future coal purchases shall be western sub-bituminous coal.
- ii. Unless exempted by 1.C.iii, Thomas Hill Energy Center agrees to operate the OFA to minimize NO_x emissions at all times when burning coal in the Boilers, consistent with the technological limitations, manufacturers' specifications, good engineering and maintenance practices, and good air pollution control practices for minimizing emissions (as defined in 40 C.F.R. § 60.11(d)) for such equipment and the Unit.
- iii. Unless exempted by 1.C.iii, Thomas Hill Energy Center agrees to operate the LNB to minimize NO_x emissions at all times when burning coal in boiler (EP03), consistent with the technological limitations, manufacturers' specifications, good engineering and maintenance practices, and good air pollution control practices for minimizing emissions (as defined in 40 C.F.R. § 60.11(d)) for such equipment and the Unit.

- iv. Unless exempted by 1.C.iii, Thomas Hill Energy Center agrees to operate the SCR NO_x control systems at all times when burning coal in the Boilers, consistent with the technological limitations, manufacturers' specifications, good engineering and maintenance practices, and good air pollution control practices for minimizing emissions (as defined in 40 C.F.R. § 60.11(d)) for such equipment and the Unit.

B. Reporting and Recordkeeping Requirements

- i. Thomas Hill Energy Center shall track the number of hours it burns coal in the Boilers each month using the attached certification worksheet. Thomas Hill Energy Center shall submit this information annually as part of its Part 70 Operating Permit Compliance and Monitoring Report – Annual Compliance Certification (ACC).
- ii. Thomas Hill Energy Center shall include an annual certification stating that the OFA and SCR at Boilers (EP01, EP02, and EP03) and LNB in boiler EP03 were operating during all hours when burning coal throughout the calendar year. Thomas Hill Energy Center shall use the attached certification worksheet to make this annual certification and submit the worksheet as part of the ACC.
- iii. Thomas Hill Energy Center shall include an annual certification stating that all coal purchases or deliveries throughout the year were western sub-bituminous coal. Thomas Hill Energy Center shall use the attached certification worksheet to make this annual certification and submit the worksheet as part of the ACC.

- iv. Thomas Hill Energy Center shall maintain a record of all coal deliveries during each calendar year. Bills of lading and other coal delivery documentation containing the following representative information for coal purchases or deliveries are deemed acceptable to comply with the requirements of this agreement:
 - a) The name, address, and contact information of the coal supplier;
 - b) The type of coal;
 - c) The sulfur content or maximum sulfur content expressed in percent sulfur by weight or in ppm sulfur; and
 - d) The heating value of the coal.
- v. Thomas Hill Energy Center shall maintain all records required by paragraph B of this Consent Agreement for not less than five years and shall make them available immediately to any Department personnel upon request.

C. Exemptions

- i. Thomas Hill Energy Center may be exempted from some or all of the requirements in paragraphs 1.A and 1.B if it receives approval from the Department to operate an alternative control option(s) that will result in equal or lower NO_x and SO₂ emissions from the three Boilers when compared to the facility's current control strategy.
- ii. Thomas Hill Energy Center may be temporarily exempted from the requirements in paragraph 1.A.i and 1.B.iii if it submits documentation showing that the delivered cost for the western sub-bituminous coal will

exceed 150 percent of the delivered cost of an alternative coal supply, and it receives approval from the Department. The temporary exemption will expire at the end of the fuel supply contract for which the Thomas Hill Energy Center receives approval to enter into under this paragraph.

- a. For Thomas Hill Energy Center to receive an exemption under paragraph 1.C.i. or 1.C.ii., Thomas Hill Energy Center must submit the exemption request in writing to the Department and receive written approval from the Department before undertaking the action for which Thomas Hill Energy Center is requesting the exemption.
- iii. Thomas Hill Energy Center may be exempted from the requirement in paragraph 1.A.ii, 1.A.iii, and 1.A.iv during periods of start-up, shutdown, or malfunction, following Department review pursuant to 10 CSR 10-6.050.

D. Stipulated Penalties

If Thomas Hill Energy Center fails to comply with any requirement in paragraphs 1.A or 1.B and does not receive an exemption under paragraph 1.C. of this Consent Agreement, Thomas Hill Energy Center will be in violation of this consent agreement and 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.

Period of Noncompliance	Penalty
1 st through 30 th day	\$100.00 a day
31 st through 60 th day	\$500.00 a day
Beyond 61 days	\$1,000.00 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 “Randolph County Treasurer, as custodian for the Randolph 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 other specified regulatory requirement, not both, against Thomas Hill Energy Center.

Penalty payments under this Order, including any stipulated penalties, are penalties within the meaning of Section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), and 26 C.F.R. § 1.162-21(a)(3)(i). For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. §

162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2)(iii)(A), certain costs incurred by performance of this Order may qualify as restitution, remediation, or costs required to come into compliance with the law. Thomas Hill Energy Center is solely responsible for providing to the Department complete, accurate, and necessary information by the close of any applicable tax year to complete a Form 1098-F. Further, the Department shall not be responsible for any incomplete or inaccurate information nor the results of any tax audit. No portion of any penalties paid pursuant to this Order may be used to reduce any federal or state tax obligations, except as authorized by the Internal Revenue Service.

Upon request of Thomas Hill Energy Center, 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 Thomas Hill Energy Center under this Consent Agreement. If Thomas Hill Energy Center sells its business, then Thomas Hill Energy Center shall cause as a

condition of such sale, that the buyer will assume the obligations of Thomas Hill Energy Center under this Consent Agreement in writing. In such event, Thomas Hill Energy Center 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 Thomas Hill Energy Center and the Department.

5. The parties agree that the Department will submit this Consent Agreement to EPA as an attachment to its Regional Haze SIP revision, and as such, is subject to EPA approval.

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 Thomas Hill Energy Center 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 Thomas Hill Energy Center that Thomas Hill Energy Center has adversely impacted or has the potential to adversely impact the two Class I areas in Missouri or any Class I area outside Missouri. Rather, this Consent Agreement is intended to update the federally enforceable requirements for Thomas Hill Energy Center based on the current and actual conditions at the facility and to address the facility's RH requirements for the second planning period.

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. This Consent Agreement may not be modified orally.

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 Thomas Hill Energy Center.

FORCE MAJEURE

11. Neither party will be liable for failure or delay to perform obligations under this Consent Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, but are not limited to, natural disasters, acts of terrorism, labor disputes or stoppages, war, national/regional emergencies, pandemics, or local epidemics. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

TERMINATION

12. This Consent Agreement shall be terminated upon mutual written agreement of Thomas Hill Energy Center and the Department.

13. In the event that EPA fully disapproves the Department's Regional Haze SIP revision that includes this Consent Agreement or if EPA partially disapproves the Department's

Appendix E Consent Agreements

Regional Haze SIP revision that includes this Consent Agreement and such partial disapproval would necessitate emission control requirements that Thomas Hill Energy Center determines (and notifies the Department) are materially more stringent than any operating requirements or exemptions specified in sections 1.A, 1.B, or 1.C of this Consent Agreement, then this Consent Agreement will terminate upon the effective date of such full or partial disapproval. A partial disapproval of the Department's Regional Haze SIP that would not impose such emission control requirements will not result in the termination of this Consent Agreement.

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:

Compliance and Enforcement Section Chief
Air Pollution Control Program
P.O. Box 176
Jefferson City, Missouri 65102-0176

Or by email to: AirComplianceReporting@dnr.mo.gov

For Thomas Hill Energy Center:

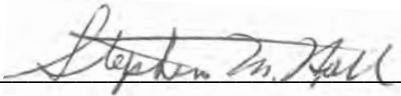
Manager – Air Quality
Associated Electric Cooperative, Inc.
P.O. Box 754
Springfield, Missouri 65801-0754

RIGHT OF APPEAL

By signing this Consent Agreement, Thomas Hill Energy Center 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, subject to any change in law that might be interpreted to require changes to the terms of this Consent Agreement.

AGREED TO AND ORDERED

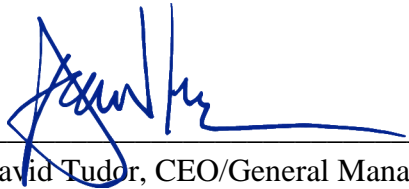
**MISSOURI DEPARTMENT OF
NATURAL RESOURCES**



Stephen M. Hall, Director
Air Pollution Control Program
Missouri Department of
Natural Resources

Date: March 17, 2022

THOMAS HILL ENERGY CENTER



David Tudor, CEO/General Manager
Associated Electric Cooperative, Inc.

Date: 3/15/2022

Regional Haze Consent Agreement – Annual Certification Worksheet

Calendar Year: _____

Operation Month	Boiler	Operation Hours Using Coal
January	EP01	
	EP02	
	EP03	
February	EP01	
	EP02	
	EP03	
March	EP01	
	EP02	
	EP03	
April	EP01	
	EP02	
	EP03	
May	EP01	
	EP02	
	EP03	
June	EP01	
	EP02	
	EP03	
July	EP01	
	EP02	
	EP03	
August	EP01	
	EP02	
	EP03	
September	EP01	
	EP02	
	EP03	
October	EP01	
	EP02	
	EP03	
November	EP01	
	EP02	
	EP03	
December	EP01	
	EP02	
	EP03	

Appendix E Consent Agreements

The Thomas Hill Energy Center certifies that the OFA and SCR for Boilers (EP01, EP02, and EP03) and LNB for boiler EP03 were operated according to manufacturer specifications during all hours when burning coal in the Boilers. Any deviations or exemptions from this statement are provided in the box below.

The Thomas Hill Energy Center certifies that all coal purchases throughout the calendar year were for western sub-bituminous coal. Any deviations or exemptions from this statement are provided in the box below.

(Responsible Official)

(Date)

E-6 Sikeston Power Station – Consent Agreement

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:)	
)	
SIKESTON BOARD OF MUNICIPAL UTILITIES))	No. APCP-2022-017
d/b/a)	
)	
SIKESTON POWER STATION)	
)	

CONSENT AGREEMENT

The issuance of this Consent Agreement No. APCP-2022-017 (Consent Agreement) by the Missouri Department of Natural Resources (Department) is a formal administrative action taken by the State of Missouri after conference with Sikeston Board of Municipal Utilities, d/b/a Sikeston Power Station. 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. Sikeston Power Station 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

Sections 169A and 169B of the Clean Air Act (CAA) require the United States Environmental Protection Agency (EPA) to adopt regulations to reduce visibility impairment in 156 mandatory Class I Federal areas (Class I areas) resulting from anthropogenic air pollution. Hercules-Glades Wilderness Area and Mingo National Wildlife Refuge Area are two Class I areas in Missouri. States are required to submit periodic plans demonstrating how they made, and

will continue to make, progress towards achieving their visibility improvement goals. Missouri's 2021 Regional Haze State Implementation Plan (SIP) revision examines the need to implement measures to reduce the visibility impacts of Missouri sources in Class I areas in and around Missouri. Information contained in the SIP revision for the second planning period, including the four-factor analysis, supplements the information provided in the SIP revision for the first planning period, adopted by the commission on August 5, 2009.

Consistent with EPA guidance, the Department conducted a screening analysis for point sources by pairing 2016 emissions over distance with combined sulfate and nitrate extinction-weighted residence times (EWRT) and using a one percent (1%) threshold to determine which sources would be evaluated for controls based on the four-factor analysis to meet the Regional Haze Rule Reasonable Progress Goals (RPGs).

The Regional Haze Rule requires states to consider four criteria (four-factor) when evaluating control measures for selected sources: 1) cost of compliance; 2) time necessary for compliance; 3) energy and non-air quality environmental impacts of compliance; and 4) remaining useful life.

The Department used EPA's updated 2028 Regional Haze Modeling to estimate visibility conditions at the end of the second planning period in 2028. According to EPA's modeling, both Missouri Class I areas' 2028 projected visibility conditions will be below the Uniform Rate of Progress (URP). Missouri is below the URP for the Regional Haze (RH) second planning period without adjusting the URP to account for impact from anthropogenic sources outside the United States even though the RH Rule and EPA guidance allows states to make such an adjustment. The fact that Missouri's Class I areas are already well below the unadjusted URP, along with the

results of the Department's four-factor analyses for Sikeston Power Station and other sources within the state, confirm that Missouri will satisfy the RPGs for the RH second planning period.

Sikeston Power Station has a coal-fired electric generating unit (EP-01), which emits the majority of the facility's total NO_x and SO₂ emissions. Sikeston Power Station is currently utilizing western sub-bituminous coal in the Boiler (EP-01). Western sub-bituminous coal has inherently lower sulfur content than other types of coal such as lignite and bituminous. Therefore, the use of this coal acts to control SO₂ emissions from the boiler. In addition, Sikeston Power Station is operating low NO_x burner (LNB), and separated over-fire air (OFA) to control NO_x emissions at the boiler.

The purpose of this Consent Agreement is to formalize the parties' agreement to ensure the ongoing use of western sub-bituminous coal and the continued use of LNB, and separated OFA in the boiler at Sikeston Power Station. This agreement will support Missouri's Regional Haze SIP revision by making sure these conditions are adhered to by Sikeston Power Station. These conditions are necessary to ensure both Missouri Class I areas' RPGs continue to be below the URP and otherwise satisfy the requirements of the RH program for the second planning period.

In consideration of the mutual promises contained herein, the Department and Sikeston Power Station agree as follows:

AGREEMENT

1. Starting 180 days after the approval of this agreement by EPA as an attachment to Missouri's SIP for the second planning period of the RH program and consistent with the

exemption and termination provisions set forth in the Consent Agreement, Sikeston Power Station agrees to continue the operation of Boiler (EP-01) as set forth below.

A. Boiler (EP-01)

- i. Sikeston Power Station agrees that all future coal purchases shall be western sub-bituminous coal.
- ii. Unless exempted by 1.C.iii, Sikeston Power Station agrees to operate the existing LNB and separated OFA to minimize NO_x emissions at all times when burning coal in the Boiler, consistent with the technological limitations, manufacturers' specifications, good engineering and maintenance practices, and good air pollution control practices for minimizing emissions (as defined in 40 C.F.R. § 60.11(d)) for such equipment and the Unit.

B. Reporting and Recordkeeping Requirements

- i. Sikeston Power Station shall track the number of hours it burns coal in the Boiler each month using the attached certification worksheet. Sikeston Power Station shall submit this information annually as part of its Part 70 Operating Permit Compliance and Monitoring Report – Annual Compliance Certification (ACC).
- ii. Sikeston Power Station shall include an annual certification stating that the LNB and separated OFA at the Boiler were operating during all hours when burning coal throughout the calendar year. Sikeston Power Station shall use the attached certification worksheet to make this annual certification and submit the worksheet as part of the ACC.

- iii. Sikeston Power Station shall include an annual certification stating that all coal purchases or deliveries throughout the year were western sub-bituminous coal. Sikeston Power Station shall use the attached certification worksheet to make this annual certification and submit the worksheet as part of the ACC.
- iv. Sikeston Power Station shall maintain a record of all coal deliveries during each calendar year. Bills of lading and other coal delivery documentation containing the following representative information for coal purchases or deliveries are deemed acceptable to comply with the requirements of this agreement:
 - a) The name, address, and contact information of the coal supplier;
 - b) The type of coal;
 - c) The sulfur content or maximum sulfur content expressed in percent sulfur by weight or in ppm sulfur; and
 - d) The heating value of the coal.
- v. Sikeston Power Station shall maintain all records required by paragraph B of this Consent Agreement for not less than five years and shall make them available immediately to any Department personnel upon request.

C. Exemptions

- i. Sikeston Power Station may be exempted from some or all of the requirements in paragraphs 1.A and 1.B if it receives approval from the Department to operate an alternative control option(s) that will result in

equal or lower NO_x and SO₂ emissions from the Boiler when compared to the facility's current control strategy.

- ii. Sikeston Power Station may be temporarily exempted from the requirements in paragraph 1.A.i and 1.B.iii if it submits documentation showing that the delivered cost for the western sub-bituminous coal will exceed 150 percent of the delivered cost of an alternative coal supply, and it receives approval from the Department. The temporary exemption will expire at the end of the fuel supply contract for which the Sikeston Power Station receives approval to enter into under this paragraph.
 - a. For Sikeston Power Station to receive an exemption under paragraph 1.C.i. or 1.C.ii., Sikeston Power Station must submit the exemption request in writing to the Department and receive written approval from the Department before undertaking the action for which Sikeston Power Station is requesting the exemption.
- iii. Sikeston Power Station may be exempted from the requirement in paragraph 1.A.ii during periods of start-up, shutdown, or malfunction, following the Department review pursuant to 10 CSR 10-6.050.

D. Stipulated Penalties

If Sikeston Power Station fails to comply with any requirement in paragraphs 1.A or 1.B and does not receive an exemption under paragraph 1.C. of this Consent Agreement, Sikeston Power Station will be in violation of this consent agreement and 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.

Period of Noncompliance	Penalty
1 st through 30 th day	\$100.00 a day
31 st through 60 th day	\$500.00 a day
Beyond 61 days	\$1,000.00 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 “Scott County Treasurer, as custodian for the Scott 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 other specified regulatory requirement, not both, against Sikeston Power Station.

Penalty payments under this Order, including any stipulated penalties, are penalties within the meaning of Section 162(f)(1) of the Internal Revenue Code, 26

U.S.C. § 162(f)(1), and 26 C.F.R. § 1.162-21(a)(3)(i). For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2)(iii)(A), certain costs incurred by performance of this Order may qualify as restitution, remediation, or costs required to come into compliance with the law. Sikeston Power Station is solely responsible for providing to the Department complete, accurate, and necessary information by the close of any applicable tax year to complete a Form 1098-F. Further, the Department shall not be responsible for any incomplete or inaccurate information nor the results of any tax audit. No portion of any penalties paid pursuant to this Order may be used to reduce any federal or state tax obligations, except as authorized by the Internal Revenue Service.

Upon request of Sikeston Power Station, 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 Sikeston Power Station under this Consent Agreement. If Sikeston Power Station sells its business, then Sikeston Power Station shall cause as a condition of such sale, that the buyer will assume the obligations of Sikeston Power Station under this Consent Agreement in writing. In such event, Sikeston Power Station 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 Sikeston Power Station and the Department.

5. The parties agree that the Department will submit this Consent Agreement to EPA as an attachment to its Regional Haze SIP revision, and as such, is subject to EPA approval.

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 Sikeston Power Station 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 Sikeston Power Station that Sikeston Power Station has adversely impacted or has the potential to adversely impact the two Class I areas in Missouri or any Class I area outside Missouri. Rather, this Consent Agreement is intended to update the federally enforceable requirements for Sikeston Power Station based on the current and actual conditions at the facility and to address the facility's RH requirements for the second planning period.

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. This Consent Agreement may not be modified orally.

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 Sikeston Power Station.

FORCE MAJEURE

11. Neither party will be liable for failure or delay to perform obligations under this Consent Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, but are not limited to, natural disasters, acts of terrorism, labor disputes or stoppages, war, national/regional emergencies, pandemics, or local epidemics. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

TERMINATION

12. This Consent Agreement shall be terminated upon mutual written agreement of Sikeston Power Station and the Department.

13. In the event that EPA fully disapproves the Department's Regional Haze SIP revision that includes this Consent Agreement or if EPA partially disapproves the Department's Regional Haze SIP revision that includes this Consent Agreement and such partial disapproval would necessitate emission control requirements that Sikeston Power Station determines (and notifies the Department) are materially more stringent than any operating requirements or exemptions specified in sections 1.A, 1.B, or 1.C of this Consent Agreement, then this Consent Agreement will terminate upon the effective date of such full or partial disapproval. A partial disapproval of the Department's Regional Haze SIP that would not impose such emission control requirements will not result in the termination of this Consent Agreement.

CORRESPONDENCE AND DOCUMENTATION

14. 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:

Compliance and Enforcement Section Chief
Air Pollution Control Program
P.O. Box 176
Jefferson, City, Missouri 65102-0176

Or by email to: AirComplianceReporting@dnr.mo.gov

For Sikeston Power Station:

Results Engineer/Plant Chemist/ADR
Sikeston Power Station
PO Box 370
Sikeston, MO 63801

and

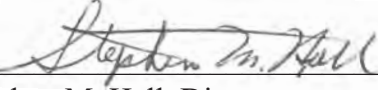
Results Engineer/Plant Chemist/ADR
Sikeston Power Station
1551 W. Wakefield Ave.
Sikeston, MO 63801

RIGHT OF APPEAL

By signing this Consent Agreement, Sikeston Power Station 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, subject to any change in law that might be interpreted to require changes to the terms of this Consent Agreement.

AGREED TO AND ORDERED

**MISSOURI DEPARTMENT OF
NATURAL RESOURCES**



Stephen M. Hall, Director
Air Pollution Control Program
Missouri Department of
Natural Resources

Date: 03/22/2022

SIKESTON POWER STATION



Mark McGill, Plant Manager/DR
Sikeston Power Station

Date: 3/16/2022

Regional Haze Consent Agreement – Annual Certification Worksheet

Calendar Year: _____

Operation Month	Boiler	Operation Hours Using Coal
January	EP-01	
February	EP-01	
March	EP-01	
April	EP-01	
May	EP-01	
June	EP-01	
July	EP-01	
August	EP-01	
September	EP-01	
October	EP-01	
November	EP-01	
December	EP-01	

The Sikeston Power Station certifies that the LNB and separated OFA for Boiler (EP-01) were operated according to manufacturer specifications during all hours when burning coal in the Boiler. Any deviations or exemptions from this statement are provided in the box below.

The Sikeston Power Station certifies that all coal purchases throughout the calendar year were for western sub-bituminous coal. Any deviations or exemptions from this statement are provided in the box below.

(Responsible Official)

(Date)