

ENFORCEABLE BOARD AGREEMENT

This Enforceable Board Agreement is entered into by and among Louisville Gas and Electric Company (LG&E), the Louisville Metro Air Pollution Control Board (Board), and the Louisville Metro Air Pollution Control District (District).

WHEREAS, the U.S. Environmental Protection Agency (EPA) on April 30, 2018, designated the Louisville Metropolitan Statistical Area (MSA), consisting of Jefferson, Bullitt, and Oldham Counties in Kentucky and Clark and Floyd Counties in Indiana, as non-attainment for the 2015 8-hour Ozone National Ambient Air Quality Standard (NAAQS) of 70 ppb; and

WHEREAS, District Regulation 3.01 Section 4 prohibits the emission of an air contaminant that would violate or interfere with the attainment or maintenance of, an ambient air quality standard; and

WHEREAS, ground level ozone is not emitted directly into the air, but is created by chemical reactions between oxides of nitrogen (NO_x) and volatile organic compounds (VOC); and

WHEREAS, LG&E owns and operates the Mill Creek Electric Generating Station (Mill Creek), a coal-fired power plant, located at 14660 Dixie Hwy, Louisville, KY 40272, which emitted more than 7,958 tons of NO_x in 2018, and is the largest single source of NO_x emissions in the MSA; and

WHEREAS, the District has not determined which sources violate or interfere with the attainment or maintenance of an ambient air quality standard under District Regulation 3.01, but LG&E has agreed to take measures to reduce its emissions of NO_x at Mill Creek consistent with the objectives of District Regulation 3.01;

NOW, THEREFORE, this Agreement reflects the commitment of LG&E and the approval of the Board and the District, to implement the following:

1. Project Description

During the term of this Agreement, the sum of Mill Creek Units 1, 2, 3 and 4 NO_x emissions shall be equal to or less than 15 tons per calendar day for the ozone season of May 1 to October 31 of each calendar year. Compliance with the daily limit shall be determined through review of data generated by the plant's Continuous Emissions Monitoring System in accordance with 40 CFR Part 75.

This daily limit shall not apply to the following events specified in 1.A through 1.C:

- A. To hours when Mill Creek Units 3 or 4 have experienced an outage, unit derate including operation of unit below minimum operating load for SCR operation, startup/shutdown, or SCR outage or derate at any time during the hour;

- B. To hours when forecasted high demand due to extreme weather or system demand concurrent with other unit outages in the LG&E-KU system require, in the reasonable judgment of LG&E, Mill Creek Units 1 or 2 to operate at any time during the hour to ensure system reliability in accordance with North American Electric Reliability Corporation (NERC) requirements; or
- C. To hours when it is necessary, in the reasonable judgment of LG&E, to operate Mill Creek Units 1 and/or 2 at any time during the hour for maintenance, verification of successful completion of work undertaken during a unit outage, completion of testing, or demonstration of unit operability.

Nothing in this agreement shall obligate LG&E to purchase wholesale power from third-party power generation sources in response to the above events, but LG&E may undertake such purchases based on LG&E's determination of prudent utility practice.

For any calendar day when plant-wide emissions of NO_x exceed 15 tons, including the hours specified in paragraph 1.A through 1.C, LG&E shall inform the District in writing within 24 hours, or the next business day if the due date falls on a weekend or holiday.

The written notification to the District shall include: (1) the reason for the event; (2) the anticipated duration; (3) all actions taken to prevent or minimize the delay or prevention of performance; (4) an explanation of why the delay or prevention of performance was necessary; and (5) the steps LG&E shall take to ensure that the performance of its obligations under this Agreement will be reinstated as early as practicable after cessation of the event causing the delay.

2. Verification and Reporting

Within 30 days after the end of the calendar month, LG&E shall submit a monthly report to the District identifying daily plant-wide emissions of NO_x. The reports shall be certified by a responsible official, as defined in Regulation 2.16 Title V Operating Permits, Section 1.35, at the facility. This certification shall include the statement, "Based on information and belief formed after reasonable inquiry, I certify that the statements and information in this document are true, accurate and complete." The District reserves its right to inspect the facility as provided in applicable law to verify compliance with LG&E's commitment set forth in Paragraph 1. All reporting and verification requirements under this agreement shall terminate upon termination of this Agreement as provided herein.

3. Effect on Permits

Nothing in this Agreement affects, limits or waives any permitting requirement to which LG&E is subject. If any of the measures that LG&E has undertaken or will undertake in accordance with this Agreement are subject to any permit requirement under federal or state law or District regulations, such measures shall remain subject to such permitting requirements.

4. Legal Effect of the Agreement

LG&E agrees to fully implement the projects set forth in Paragraph 1 above. Nothing in this Agreement shall constitute evidence of any admission of liability, law or fact, a waiver of any right or defense, or estoppel against the parties to this Agreement.

5. Term

This Agreement shall terminate upon LG&E providing the District with written notification of the retirement of Mill Creek Units 1 or 2.

6. Reservation of Rights and Legal Remedies

Nothing in this Agreement affects, limits or waives the District's legal rights, remedies or causes of action based on statutes, regulations or permit conditions within the jurisdiction of the District, and LG&E reserves its rights and defenses thereto. The District expressly reserves its right to seek enforcement of this Agreement or to take further action through administrative orders or other means at any time and to take any other action it deems necessary, including the right to order all necessary remedial measures and assess penalties for proven violations of applicable laws or regulations, and LG&E reserves its defenses thereto.

Nothing in this Agreement affects, limits or waives LG&E's legal rights, including LG&E's right to administrative or judicial review of any action by the District.

7. Amendments or Modifications

No modification or amendment to the terms or conditions of this Agreement shall be effective until reduced to writing and executed by LG&E and the Board.

Louisville Metro Air Pollution Control Board

Louisville Gas and Electric Company

By: Carl E. Hilton
Carl E. Hilton
Chairman

By: Lonnie E. Bellar
Lonnie E. Bellar
Chief Operating Officer

Date: April 20, 2022

Date: 3/24/22

Louisville Metro Air Pollution Control District

By: Rachael Hamilton
Rachael Hamilton
Executive Director

Date: April 20, 2022