UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **March 30, 2015**

MIDWEST ENERGY EMISSIONS CORP.

(Exact name of registrant as specified in its charter)

Commission file number **000-33067**

Delaware	**87-0398271**
(State or other jurisdiction of incorporation)	(I.R.S. Employer Identification No.)
670 D Enterprise Drive **Lewis Center, Ohio**	**43035**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(614) 505-6115**

Not applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective as of March 30, 2015, R. Alan Kelley resigned as Chief Executive Officer, President and Director of Midwest Energy Emissions Corp. (the “Company”). Mr. Kelley will continue to serve the Company as a special advisor.

Effective as of March 30, 2015, the Board of Directors elected Richard MacPherson, the Company’s founder and a director of the Company, as Chief Executive Officer and President of the Company in place of Mr. Kelley. Immediately prior to his election, Mr. MacPherson was serving as a Vice President of the Company.

Richard A. MacPherson, age 59, became a Director on June 21, 2011. Mr. MacPherson is the founder of MES, Inc. and had been its Chief Executive Officer from 2008 until 2011. Over the past 10 years, Mr. MacPherson has worked with industry leading scientists and engineers to bring the Company’s technology from the R&D phase, through multiple product development stages, to the final commercialization phase, acting as the lead on all required initiatives and activities. He has been a senior-level executive in the services industry for over 25 years. Mr. MacPherson brings extensive start-up and business development knowledge, applied and proven through his corporate experience throughout the United States and Canada. He has worked in multiple industries, such as electric utilities, communications, marketing, as well as several entrepreneurial ventures in the communications, hospitality, geological and real estate development industries.

Mr. MacPherson is to be compensated at an annual rate of $180,000, subject to certain restrictive covenants provided in the Company’s financing agreement with its principal lender.

Mr. MacPherson does not have any family relationships with any of the Company’s directors or executive officers, or any person nominated or chosen by the Company to become a director or executive officer.

Other than as disclosed in this Current Report on Form 8-K, there are no arrangements or understandings between Mr. MacPherson and any other person pursuant to which he was selected as an officer, and there have not been any past transactions, nor are there any currently proposed transactions, between the Company or any of its subsidiaries, on the one hand, and Mr. MacPherson, on the other hand, that would require disclosure pursuant to Item 404(a) of Regulation S-K which have not been previously reported.

On March 30, 2015, and in connection with Mr. Kelley’s resignation, the Company and Mr. Kelley entered into an amendment to his employment agreement which provides for Mr. Kelley’s resignation as Chief Executive and President of the Company, and which amendment further provides that Mr. Kelley will continue to serve the Company as a special advisor through an employment term which has been extended to December 31, 2015, and provides that Mr. Kelley will be paid $12,500 per month which amount shall continue to be paid until such time that Mr. Kelley has been paid, together with previously paid 2015 base salary, a total of $140,000 during 2015.

The foregoing description of the amendment to Mr. Kelley’s employment agreement is qualified in its entirety by the full text of such document which is filed as Exhibit 10.1 to this report and incorporated by reference into this Item 5.02.

Item 8.01. Other Events.

On March 31, 2015, the Company issued a press release which announced the election of Mr. MacPherson as Chief Executive Officer and President. A copy of the press release is filed as Exhibit 99.1 to this report.

Item 9.01 Financial Statements and Exhibits.

Exhibit Number	Description
10.1*	Third Amendment to Amended and Restated Employment Agreement between Midwest Energy Emissions Corp. and R. Alan Kelley dated March 30, 2015
99.1*	Press Release dated March 31, 2015

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Midwest Energy Emissions Corp.

Date: March 31, 2015

By: */s/ Richard H. Gross*
Richard H. Gross
Chief Financial Officer

EXHIBIT 10.1

THIRD AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT is made and entered into as of March 30, 2015 ("Amendment"), by and between Midwest Energy Emissions Corp., a Delaware corporation (the "Company"), and R. Alan Kelley ("Employee").

RECITALS:

WHEREAS, the Company and Employee entered into an Amended and Restated Employment Agreement, dated as of July 1, 2012, as amended as of June 1, 2013 and December 12, 2013 (hereinafter, as amended, the "Employment Agreement") (capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Employment Agreement);

WHEREAS, the Company and Employee wish to revise the duties and responsibilities of Employee and the positions which are held by Employee along with the Base Salary to be paid to Employee;

WHEREAS, the Financing Agreement dated August 14, 2014 among the Company, MES, Inc., a North Dakota corporation ("MES") and AC Energy Midwest LLC, a Delaware limited liability company ("Lender") (the "Financing Agreement"), as amended by a Waiver and Amendment to Financing Agreement dated as of March 16, 2015 (the "Waiver and Amendment") prohibits the Company from paying annualized compensation of more than $150,000 to any of its management personnel until such time as the Company's trailing last twelve months EBITDA (as defined in the Financing Agreement) exceeds $0.00;

WHEREAS, the Employee's Base Salary under the Employment Agreement is currently in excess of $150,000;

WHEREAS, the Company acknowledges that it currently owes Employee the sum of $140,000 which represents Base Salary which has been earned or accrued by Employee as of December 31, 2014 (the "Accrued Base Salary Amount");

WHEREAS, commencing as of January 1, 2015 and through March 15, 2015, the Company has paid Employee a total of $47,500 in Base Salary (the "Previously Paid 2015 Base Salary");

WHEREAS, the Company and the Employee wish to amend and restate the Employment Agreement in order to contemplate certain additional and revised terms.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee agree that the Employment Agreement is hereby amended as follows:

1. The recitals are hereby incorporated by reference as if set forth at length herein.

2. Employee hereby agrees to resign as Chief Executive Officer and President of the Company effective as of the date hereof and resign, to the extent applicable, from all other positions as a director, manager, governor and/or officer of the Company or its affiliates. Commencing as of the date hereof and through the end of the Extended Term (as hereinafter defined), Employee shall serve as a special advisor to the Company and shall have such duties and responsibilities as are reasonably assigned to Employee from time to time by the Chief Executive Officer or the Board of Directors of the Company. While serving as a special advisor, Employee shall report directly to the Chief Executive Officer.

3. The Term of the Employment Agreement is hereby extended to December 31, 2015 (the "Extended Term").

4. Beginning retroactively as of February 16, 2015, Employee's base salary for all services rendered hereunder shall be $12,500 per month which amount shall continue to be paid by the Company after the date hereof until such time that Employee has been paid, together with the Previously Paid 2015 Base Salary, a total of $140,000 in Base Salary during 2015. For purposes of clarification, it is understood and agreed that after the date hereof, the remaining Base Salary which shall be paid to Employee hereunder shall be an aggregate of $92,500 which shall be paid by fourteen (14) semi-monthly payments of $6,250 each with the first of such payments being made on March 31, 2015 and continuing thereafter until October 15, 2015, and a final payment of $5,000 on October 31, 2015.

5. At such time as the Company is permitted to pay the Accrued Base Salary Amount under the Financing Agreement, the Company shall pay all or such portion of the Accrued Base Salary Amount to Employee as soon as administratively practical, on a pro-rata basis based on relative unpaid accrued base salary amounts owed to all such current and former management employees and only to the extent that such payments are made from available cash generated from operating margins earned by the Company.

6. The parties acknowledge and agree that this deferral is made because, if the Accrued Base Salary Amount was paid, such payment would result in an Event of Default under the Company's senior loan facility and such Event of Default would jeopardize the ability of the Company to continue as a going concern.

7. Except as provided in this Amendment, all of the terms, covenants, agreement and obligations contained in the Employment Agreement, as amended, shall continue to remain unchanged and in full force and effect and are hereby ratified and confirmed.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

MIDWEST ENERGY EMISSIONS CORP.

By: */s/ Chris Greenberg*
Name: Chris Greenberg
Title: Chairman of the Board

EMPLOYEE

/s/ R. Alan Kelley
R. Alan Kelley

EXHIBIT 99.1

Midwest Energy Emissions Announces Richard MacPherson to Succeed as President and CEO

Lewis Center Ohio: Midwest Energy Emissions Corp. (OTCQB: MEEC) ("ME2C"), a leader in mercury emissions control for coal-fired power plants, announces today that Richard MacPherson, founder of ME2C, has been appointed President and CEO by the Company Board of Directors, effective immediately.

Richard has spent over 25 years at senior levels of management in many industries across Canada and the U.S. including communications, industrial production and internet based firms, prior to starting Midwest Energy Emissions Corp. During that time he was successful in building and creating continuous growth in enterprise value through results at every post. More recently, together with the Energy Environment Research Center and a dedicated industry leading staff, Richard was able to launch and help grow Midwest Energy Emissions Corp. into the expanding business operation throughout Canada and the United States that it is today.

Chairman Chris Greenberg stated, "We are excited that Richard has agreed to lead the Company full time as President and CEO. Richard brings together the original research and operational know-how with today's sophisticated and proven operating platform. Having lead the development and full commercialization of the firm's technologies from day one, Richard will now apply that knowledge and experience to the leadership role".

Greenberg concluded, "It is an exciting day at Midwest as we transition from the leadership of Alan Kelley, who will stay on as an advisor to Richard and the Board for the rest of 2015, after serving the firm well over the past 3 years.

Commenting on his appointment, MacPherson stated, "The opportunity to further grow the Company from this point forward and lead this excellent team as CEO is exciting. We have all of the pieces in place to create tremendous shareholder value, and become the global leader in mercury emissions we had envisioned from day one. It is rare that such a collection of talent and technology come together as is now with Midwest Energy Emissions. As we transition to high growth and execution, the management team and Board of Directors have been expertly staffed for strong leadership and governance, to deliver maximum results for our shareholders."

About Midwest Energy Emissions Corp. (ME2C) Midwest Energy Emissions Corp. delivers cost effective mercury capture technologies to power plants and other large industrial coal-burning units in the United States and Canada. The Company's proprietary technology allows customers to meet the new, highly restrictive standards the U.S. EPA has set for mercury emissions, in an effective and economical manner with the least disruption to their current equipment and on-going operations. For more information, please refer to the Company's website at www.midwestemissions.com.

Safe Harbor Statement: With the exception of historical information contained in this press release, content herein may contain "forward looking statements" that are made pursuant to the Safe Harbor Provisions of the Private Securities Litigation Reform Act of 1995. These statements are based on management's current expectations and are subject to uncertainty and changes in circumstances. Investors are cautioned that forward looking statements involve risks and uncertainties that could cause actual results to differ materially from the statements made. Matters that may cause actual results to differ materially from those in the forward-looking statements include, among other factors, the gain or loss of a major customer, change in environmental regulations, disruption in supply of materials, a significant change in general economic conditions in any of the regions where our customer utilities might experience significant changes in electric demand, a significant disruption in the supply of coal to our customer units, the loss of key management personnel, failure to obtain adequate working capital to execute the business plan and any major litigation regarding the Company. In addition, this release contains time-sensitive information that reflects management's best analysis only as of the date of this release. The Company does not undertake any obligation to publicly update or revise any forward-looking statements to reflect future events, information or circumstances that arise after the date of this release. Further information concerning issues that could materially affect financial performance related to forward-looking statements contained in this release can be found in the Company's periodic filings with the Securities and Exchange Commission.

CONTACT INFORMATION

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