

**BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

In re:

EPA Docket No.

**Standards of Performance for New,  
Reconstructed, and Modified Sources and  
Emissions Guidelines for Existing Sources: Oil  
and Natural Gas Sector Climate Review**

**GPA Midstream Association Petition for Reconsideration and Request for Stay of  
Standards of Performance for New, Reconstructed, and Modified Sources and Emissions  
Guidelines for Existing Sources: Oil and Natural Gas Sector Climate Review**

GPA Midstream Association (“GPA Midstream”) respectfully submits this petition for reconsideration and request for stay of the U.S. Environmental Protection Agency (“EPA”) final rule, “Standards of Performance for New, Reconstructed, and Modified Sources and Emissions Guidelines for Existing Sources: Oil and Natural Gas Sector Climate Review.” 89 Fed. Reg. 16,829 (Mar. 8, 2024) (“Final Rule”). As discussed below, GPA Midstream requests that EPA reconsider select elements of the Final Rule, and, to avoid significant, irreparable harms that will begin upon the Final Rule’s effective date, GPA Midstream respectfully requests that EPA stay these elements of the Final Rule by May 7, 2024.

**Introduction and Summary**

As written, the Final Rule imposes impossible compliance demands, ensuring that many – if not all – companies in the midstream sector will be out of compliance on the effective date and likely for many months afterwards. Accordingly, we urge EPA to stay each of the following provisions as required by justice and fairness to allow for reconsideration of these provisions, in accordance with Section 705 of the Administrative Procedure Act (“APA”). 5 U.S.C. § 705. Specifically, EPA should stay and reconsider:

- Aspects of the net heating value compliance requirements at 40 C.F.R. § 60.5412b and continuous monitoring requirements at 40 C.F.R. § 60.5417b;
- The requirement for all leaking valves to be replaced with low-emission valves or low-emission valve packing at 40 C.F.R. § 60.5400b;
- The treatment of closed vent system leaks as numeric emission limitations instead of work practice standards under 40 C.F.R. § 5411b; and
- The definition of “modification” as applied to midstream storage vessels pursuant to 40 C.F.R. § 60.5365b(e)(3)(ii)(C), (D).

Moreover, GPA Midstream specifically requests that EPA convene a reconsideration proceeding and stay for three months the requirements for low-emission valve or valve packing replacements, 40 C.F.R. § 60.5400b, under Section 307(d)(7)(B) of the Clean Air Act (“CAA”). 42 U.S.C. § 7607(d)(7)(B). A reconsideration proceeding and stay under CAA § 307(d)(7)(B) are warranted as EPA introduced these novel provisions in the Final Rule, depriving GPA Midstream of the opportunity to raise its objections within the public comment period.

Further, to the extent that closed vent systems will be subject to a numeric emission limitation, EPA should clarify whether components attached to the closed vent system, such as flanges or connectors, should be subject to the same numeric emission limitation (*i.e.*, treated as part of the closed vent system) or treated as fugitive emission components.

### **Petitioner – GPA Midstream Association**

GPA Midstream has served the U.S. energy industry since 1921 and represents over 50 domestic corporate members that directly employ 55,000 employees that are engaged in the gathering, transportation, processing, treating, storage and marketing of natural gas, natural gas liquids (“NGLs”), crude oil and refined products, commonly referred to as “midstream activities.” The work of our members indirectly creates or impacts an additional 400,000 jobs across the U.S. economy. In 2022, GPA Midstream members operated over 250,000 miles of gas pipelines, gathered over 85 billion cubic feet per day of natural gas, and operated over 375 natural gas processing facilities that delivered pipeline quality gas into markets across a majority of the U.S. interstate and intrastate pipeline systems. GPA Midstream has submitted comments on the Proposed Rule and Supplemental Proposed Rule, as they have in all iterations of related rulemakings over the past 14 years. *See* GPA Midstream Comments on Supplemental Proposed Rule (Feb. 13, 2023), EPA-HQ-OAR-2021-0317-2399 (“GPA Midstream Comments on Supplemental Proposed Rule”); GPA Midstream Comments on Proposed Rule (Jan. 31, 2022), EPA-HQ-OAR-2021-0317-0817 (“GPA Midstream Comments on Proposed Rule”).

## **I. EPA SHOULD MODIFY THE MINIMUM NET HEATING VALUE COMPLIANCE REQUIREMENTS**

The Final Rule requires owners and operators to monitor the net heating value of vent gas routed to flares and enclosed combustion devices or, in the alternative, demonstrate compliance through vent gas sampling. 40 C.F.R. §§ 60.5412b(d), 5417b(d). Compliance with these complex requirements are technically infeasible for most midstream emission sources and, with respect to virtually all midstream sources, unnecessary.

### **A. The Final Rule’s Net Heating Value Compliance Demonstration Requirements are Technically Infeasible**

The Final Rule requires continuous monitoring of the vent gas net heating value flowing to flares and combustion devices or, in the alternative, sources may take 28 one-hour samples of vent gas over the course of 14 days. 40 C.F.R. §§ 60.5412b(d), 5417b(d). Neither option is technically feasible for midstream sources for several reasons.

First, vent gas flow from midstream sources to control devices tends to be sporadic and at low pressure. *See* GPA Midstream Comments on Supplemental Proposed Rule at 43-44; GPA Midstream Comments on Proposed Rule at 46-47. This is particularly true for storage vessels that either have low flows generally or have pressure control valves that only release short bursts of gas to control devices. It is not possible to achieve the necessary flow rate for establishing a temperature limit, continuous monitoring, or one-hour sampling without adding gas pressure. Storage vessels will frequently be unable to add sweep gas because the necessary headspace is limited. Where facilities may add gas, however, this will not be representative of normal operating conditions. And, although GPA Midstream appreciates EPA's addition of a total organic compounds outlet concentration as a compliance option, 89 Fed. Reg. at 16,964, this option does not address the lack of necessary flow rate.

Second, even if continuous monitoring was technically feasible, there is a lack of available monitoring equipment – and the control devices at issue, including the closed vent systems that route gases to the control devices, typically lack sampling ports. At the same time, EPA has severely underestimated the number of sources that would be considered “modified” under the Final Rule, resulting in the need to install monitors and sampling ports on thousands of sources in an impracticably short time. *See* GPA Midstream Comments on Supplemental Proposed Rule at 37-38 (need for additional compliance time for storage vessels); 42 (discussing supply chain shortages contributing to long lead times). It will take owners and operators several months to procure continuous monitoring equipment and installation will take additional time. Recent discussions with vendors indicated that calorimeters will take between eight to 12 weeks for delivery. Continuous monitoring devices will take up to 26 weeks with installation requiring an additional two to three weeks. *See* Exhibit A.<sup>1</sup> Installing a sampling port would require each midstream source to shut down so that a specialized contractor may perform the “hot tap” work necessary to install a sampling port.<sup>2</sup> There are simply not enough contractors available to perform this type of specialized work within a reasonable amount of time.

Third, and relatedly, the Final Rule fails to provide an adequate period of time to perform the alternative testing procedures under 40 C.F.R. § 60.5412b(d). In fact, the Final Rule does not provide any time for testing at all, putting owners and operators at risk of being deemed out of compliance since December 2022 for operating a modified source before and during testing. EPA should revise this requirement to provide an adequate period of time of at least 30 days after approval is granted for an alternative testing procedure for the owner or operator to perform the testing. Although Sections 60.5412b(d)(1)-(5) provide requirements for how the test is performed, it provides no period of time for when it should be performed. *Compare* §§ 60.5412b(d) with 60.5413b(b)(5)(i) (performance testing required within 180 days after initial startup). Unlike with

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<sup>1</sup> The vendor documentation in Exhibit A has confidential business information redacted. Specifically, the quoted prices by vendors are confidential as defined by 40 C.F.R. § 2.201 and *Food Marketing Institute v. Argus Leader Media*, 139 S. Ct. 2356 (2019). To the extent EPA finds the quoted prices relevant to GPA Midstream's petition for reconsideration, it can provide that information subject to protections afforded to confidential business information pursuant to EPA regulations.

<sup>2</sup> Note that the installation of sampling ports on closed vent systems presents further complications as each port is a potential source of fugitive emissions.

continuous monitoring, which can be installed prior to the startup of a new source, the alternative testing protocol (Sections 60.5312b(d)(1)-(5)) requires the combustion device to already be operating in order to determine destruction efficiency and inspect for visible emissions. This means that the current regulations could be read so that any period of operation before or during the alternative testing – dating back to December 2022 for modified sources – may be a deviation. Since owners and operators cannot complete the alternative testing protocol prior to startup, EPA should reconsider and revise the Final Rule to allow a minimum of 30 days after startup to perform alternative testing in order to prevent owners and operators from being deemed out of compliance through no fault of their own.

#### B. Net Heating Value Monitoring and Sampling is Not Necessary

Even if feasible, the net heating value monitoring is entirely unnecessary for midstream sources. As GPA Midstream explained in comments, midstream waste gas streams routed to combustion devices have very high British thermal unit (“Btu”) values when compared to the Final Rule’s minimum net heating values. *See* GPA Midstream Comments on the Supplemental Proposed Rule at 42-43. These gas streams consist of natural gas and field gas with heating values typically in excess of 1,000 Btu/scf. Inert gases, such as nitrogen, are rarely used at midstream sources and any water in the gas is eliminated well before the control device. The record in this regard is clear – and EPA seemed to agree with this in its Response to Comments document. *See* RTC, Response II-17-46 (“EPA agrees that the heating value of the vent gas to a flare in this sector is likely to be well above the minimum required heating value”); Response II-17-47 (oil and natural gas sector sees “less variability in the vent gas streams, easier to burn vent gas composition, and the expected high heating values of the vent gas streams”).

Nonetheless, the Final Rule preamble erroneously relied on unsubstantiated claims by an unidentified commenter who cited only a 2019 rulemaking for miscellaneous organic chemical manufacturing in support. *See* 89 Fed. Reg. at 16,966 (in Final Rule preamble, EPA states “we disagree with the commenters’ assumption that the [net heating value] will always (or is expected to always) be above the minimum NHV values. As noted by a commenter, the variability of gas compositions can have a dramatic effect on the combustion efficiency of flares. This is especially true for streams that may contain large amounts of inert materials.”). We urge EPA to rethink this arbitrary assertion. This claim not only lacks any rational or record basis, but is easily countered with source-specific information.

Therefore, we ask EPA to reconsider its approach. Instead of mandating an entirely unnecessary set of requirements, EPA should authorize compliance demonstration alternatives that are less burdensome, such as those described below. This will avoid industry-wide non-compliance, as well as the significant technical challenges involved in complying with the net heating value demonstration requirements.

C. EPA Should Reconsider and Revise the Final Rule to Make Compliance Demonstrations Feasible

1. *EPA Should Allow for Compliance Demonstration Alternatives*

There are reasonable alternative methods to demonstrate compliance with a net heating value requirement. As such, given that midstream vent gas streams have high net heating values by nature, EPA should allow sources to use alternative compliance demonstration techniques that do not require unnecessarily costly and burdensome monitoring or technically infeasible sampling procedures. For example, design evaluations using process simulation software will be more than sufficient for midstream sources to document that waste streams consistently exceed EPA's minimum net heating values. As GPA Midstream proposed in its comments, midstream owners and operators can perform and document source-specific design evaluations to demonstrate that waste gas streams will consistently exceed minimum net heating value requirements in a manner similar to the evaluations used for condensers and carbon absorption units under 40 C.F.R. § 60.5413b(c). *See* GPA Midstream Comments on the Supplemental Proposed Rule at 42-43. As the record before EPA makes plain, these evaluations can establish that waste gas streams not only greatly exceed the net minimum heating value requirements, but will not fluctuate over time. *See* RTC, Response II-17-46 and II-17-47 ("vent gas to a flare" is "well above the minimum required heating value" and has very limited variability).

2. *EPA Should Allow for Alternative Sampling Locations*

If EPA declines to allow for compliance demonstration alternatives, then it should reconsider the Final Rule to allow for alternative sampling locations. Control devices and closed vent systems typically do not have the sampling ports required for the net heating value monitoring required by the Final Rule. This means that literally thousands of sources across the industry would need to shut down so that specialized vendors can perform "hot tap" work to install sampling ports. Due to a limited numbers of qualified contractors and the need to properly time unit shutdowns for hot tap work, it is simply not possible to perform this work at every midstream source with a flare or enclosed combustion device within any reasonable period of time. Further, even after sampling ports and equipment are installed, continuous monitoring and one-hour sampling will remain technically infeasible because there is not continuous flow to control devices.

Due to these technical barriers, GPA Midstream recommends that the Final Rule be revised to permit sampling from existing access points, such as thief hatches. This would avoid the need for scheduling specialized contractors, a unit shutdown, and hot work. The use of an existing access point would not only avoid unnecessary costs, but it would avoid creating a new opening that would be another potential source of fugitive emissions. GPA Midstream also recommends that owners and operators be able to draw samples from storage vessel headspace. While closed vent systems and control devices lack the constant flow required for sampling, there are always vapors present in the vessel headspace and these vapors will be representative of the vent gas routed to control devices.

### 3. *It is Impractical to Rely on Case-by-Case Requests for Alternatives*

Given the circumstances, reconsidering and amending the Final Rule to authorize generally applicable compliance demonstration alternatives is necessary. In advancing this request, GPA Midstream recognizes that the Final Rule allows owners and operators to apply for alternative monitoring provisions and compliance demonstration options on a case-by-case basis, and that EPA asserts owners and operators will have three years after the deadline for state plan submittals to install ports. RTC, Response II-17-6.

However, EPA's assertion misses the mark, as it is premised on the assumption that most sources will remain existing sources. In fact, EPA significantly underestimated the number of "modified" storage vessels that will be subject to Subpart OOOOb under the Final Rule's new definition of that term. *See* 40 C.F.R. § 60.5365b(e)(3)(ii)(D) (storage vessels are "modified" upon the mere receipt of "additional fluids which cumulatively exceed the throughput used in the most recent ... determination of the potential for VOC or methane emissions"). GPA Midstream members estimate that two to three hundred storage vessels could already be deemed "modified" since December 6, 2022. The widespread need for alternative testing in the midstream and upstream sectors means that requiring individual, case-by-case applications – especially where a single owner and operator may be submitting several dozen virtually identical applications – would needlessly consume significant company and agency resources. Further, with EPA – not delegated permitting authorities – potentially fielding several hundred applications across the entire industry, there is a significant concern that the Agency lacks the resources to respond on any meaningful timeline. Amending the Final Rule would be a far more efficient and cost-effective method for ensuring compliance for thousands of midstream emission sources.

#### D. EPA Should Stay The Net Heating Value Requirements Until it Decides Reconsideration

The Final Rule becomes effective on May 7, 2024, however, standards apply to equipment modified as far back as December 2022. This means that, upon the effective date, two to three hundred storage vessels could be deemed non-compliant despite the best efforts of owners and operators. The compliance demonstration requirements are, in most instances, not technically feasible and, where they are possible, vendors are informing companies that equipment will not be available for three to six months. *See* Exhibit A. For many other sources, however, no amount of time will make the continuous monitoring and alternative sampling procedure technically feasible due to low and/or intermittent flow. Absent revisions to the Final Rule discussed above, some owners and operators may not only be deemed non-compliant upon the effective date, but may not ever be able to meet the compliance demonstration requirements as currently written in the Final Rule.

Accordingly, EPA should also stay the net heating value requirements during reconsideration under APA § 705 because "justice so requires." 5 U.S.C. § 705. The evidence is strong that EPA erred and that GPA Midstream is therefore likely to prevail on the merits, as mandating that countless sources attempt to perform unnecessary and, in many cases, technically infeasible testing is arbitrary and capricious agency action. This is especially true when EPA has not substantiated this need for this mandate – and there is substantial contrary evidence in the

record. Moreover, the resulting harm is irreparable – absent a stay, sources will immediately be out of compliance – and in some instances, be unable to achieve compliance because the technical impracticality of the required testing. Sources also will be forced to spend valuable resources to conduct wholly unnecessary testing, without a remedy to recoup those wasted costs. Further, the balance of harm and the public interest favor revising this mandate – as there is no demonstrable public benefit to imposing this mandate on midstream sources, while imposing substantial costs.

## **II. EPA SHOULD PERMIT A FIRST ATTEMPT AT REPAIRING NATURAL GAS PROCESSING PLANT VALVES RATHER THAN IMMEDIATELY REQUIRING LOW-EMISSION VALVE REPLACEMENTS**

The Final Rule mandates that natural gas plant owners and operators install low-emission valves or packing (“Low-E equipment”) whenever a valve is discovered leaking through periodic monitoring, unless it is technically infeasible to make the replacement, and submit annual reports justifying each decision not to install Low-E equipment. *See* 40 C.F.R. § 5400b(h)(2)(B)(ii)(D). EPA should stay and convene a proceeding to promptly reconsider this extraordinarily burdensome, costly, and unnecessary switch from the standard practice of allowing a first attempt at repair. According to GPA Midstream member company records, the Low-E equipment requirement could apply to 5,000 to 7,000 valves per company per year, or well over 100,000 valves per year for the midstream industry. Many of these existing valves, costing an average of \$5,000 each, can be repaired with simple and quick fixes, such as tightening or grease packing. The Low-E equipment provision would require the midstream industry to scrap millions of dollars in perfectly usable equipment with little or no environmental benefit.

Included in the Final Rule without prior notice or a record basis, and contrary to EPA’s stated intent in the Proposed Rule and Supplemental Proposed Rule, this requirement is a wholesale divergence from the long-established approach to first allow an attempt to repair a fugitive emission component before requiring it to be replaced. We urge EPA to reconsider this dramatically new approach – and instead allow operators to follow the standard leak detection process. If simple, inexpensive, and fast-acting measures will correct a leak, mandating a replacement is unjustified. And, regardless of whether EPA changes its approach, EPA should reconsider and modify its description of “not technically feasible.” At present, the phrase is vaguely defined and should be reconsidered and revised to provide greater clarity and certainty.

### **A. The Final Rule Offers no Record Basis for Requiring Low-E Equipment**

EPA should reconsider its mandate to replace leaking valves with Low-E equipment because it lacks any support in the administrative record. The Final Rule failed to provide a record basis for (1) the complete reversal in the Final Rule from EPA’s proposed course of action in both the Proposed Rule and Supplemental Proposed Rule, (2) deviating from the longstanding repair practices for leaking fugitive emission components, (3) EPA’s differing treatment of valves from other fugitive emission components, and/or (4) the mandate to require Low-E equipment in general.

The plain language of the Proposed Rule makes this clear. The Proposed Rule unambiguously proposed maintaining a traditional approach to the repair of natural gas processing plant fugitive emission components: once identified as leaking by optical gas imaging or Method

21 inspection, owners and operators were required to attempt a first repair after no more than five days of detection and the repair must be completed within 15 days. 86 Fed. Reg. at 63,182. This is identical to the established standard used for fugitive emission components in every existing federal rule that applies to these components, including Subparts VVa, OOOO, and OOOOa.

The Proposed Rule noted that, although repairs “can include replacement with low-emissions (‘low-e’) valves or valve packing, where commercially available, as well as drill-and-tap with a low-e injectable,” it did not suggest, propose, or ask for comments on whether to change EPA’s longstanding practice and mandate that owners and operators replace every leaking valve with Low-E equipment. 86 Fed. Reg. at 63,182.

The Supplemental Proposed Rule was even more explicit: “The *EPA is **not proposing*** to require replacement of leaking equipment with low-emission (‘low-e’) valves or valve packing or require drill-and-tap with a low-e injectable ***because it is not appropriate for all valve repairs.***” 87 Fed. Reg. at 74,808 (emphasis added). The Supplemental Proposed Rule incorporated the definition of “first attempts at repair” for valves from both Subpart VVa (40 C.F.R. § 60.482-7(e)) and Subpart OOOOa (40 C.F.R. § 5400a): “First attempts at repair include, but are not limited to, the following practices where practicable and appropriate: tightening bonnet bolts; replacing bonnet bolts; tightening packing gland nuts; or injecting lubricant into lubricated packing.” 87 Fed. Reg. at 74,808. Instead of requiring the use of Low-E equipment, EPA considered them “a viable option for repair in some instances.” *Id.* Neither the Proposed Rule nor the Supplemental Proposed Rule included Low-E equipment in a Best System of Emission Reduction (“BSER”) analysis. *See* 86 Fed. Reg. at 63,232-33; 87 Fed. Reg. at 74,807-09. Nor did EPA examine the cost, technical feasibility, or availability of Low-E equipment. In fact, EPA found it lacked sufficient information in the record to perform the very analysis contemplated by the CAA.<sup>3</sup>

Nonetheless, despite disclaiming any requirement to use Low-E equipment in both the Proposed Rule and the Supplemental Proposed Rule, and acknowledging that it could not perform the required BSER analysis, EPA reversed its position in the Final Rule – without *any* analysis of feasibility, cost, parts availability, or emissions impact. 89 Fed. Reg. at 16,988. Only in the Final Rule did EPA state that Subparts OOOOb and OOOOc will require natural gas plants to replace leaking valves “with a low emission (low-E valve), where technically feasible.” *Id.* at 16,900, 16,901. Indeed, EPA expressly acknowledged that it “did not propose to require the replacement of leaking valves with low-E equipment” in either the Proposed or Supplemental Proposed Rules, 89 Fed. Reg. at 16,987, but the Final Rule provided absolutely no explanation as to why EPA reversed its position. In fact, even as the Final Rule mandated the use of Low-E equipment, EPA maintained the original rationale it had advanced for declining to require Low-E equipment: “the EPA believes that the low-E technology is not appropriate for all valve repairs, and the EPA did not receive comments disagreeing or suggesting otherwise.” *Id.* at 16,988.

Importantly, nothing in the Final Rule provided a basis for treating a leaking valve any differently than other leaking fugitive emission component. As with most other fugitive emission components, a leaking valve often can be repaired quickly and easily – such as by something as

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<sup>3</sup> In response to comments by a Low-E equipment vendor, EPA expressly stated that a lack of data on Low-E equipment meant that “EPA could not determine use of low-e equipment for BSER.” Response to Comments, Response II-4-61.



simple as tightening it with a wrench or packing it with grease. Indeed, replacing a valve takes more time than such immediate repairs, meaning that leaking valves will emit fugitive emissions for several days until they are replaced. EPA provided no rationale for requiring the replacement of useful equipment – many costing approximately \$5,000 on average and up to \$50,000 for special applications – that can be quickly and easily repaired at little cost.

B. EPA Should Permit Owners and Operators a First Attempt at a Traditional Repair

On reconsideration, we urge EPA to make three revisions to its Rule. First, EPA should treat gas plant valves no differently than other components. Accordingly, EPA should allow owners and operators to make a first attempt at repair of leaking valves using traditional methods within five days of detection. By “traditional methods,” GPA Midstream means the methods referenced in the Proposed Rule and Supplemental Proposed Rule. *See* 86 Fed. Reg. at 63,182 (“Tightening bonnet bolts, replacing bonnet bolts; tightening packing gland nubs; or injecting lubricant into lubricated packing”); 87 Fed. Reg. at 74,808 (same). If a repair as simple as tightening a valve with a wrench or replacing a bolt can effect a repair, there is no legitimate basis under CAA § 111 to require a source to invest in a valve replacement.

Second, if the repair is not effective upon verification, then the owner or operator would replace the valve, subject to the delay of repair and difficulty of repair provisions in the Final Rule. 40 C.F.R. § 60.5400b(h)(2), (h)(6). There is nothing sufficient in the record to support treating these components differently than every other component monitored for leaks under the complex program for fugitive emission components contemplated by the Final Rule.

Third, EPA should revert back to making use of the Low-E equipment at natural gas plants an option, not a mandatory requirement. GPA Midstream does not oppose the use of Low-E equipment at gas plants – it opposes EPA’s determination to mandate their use. EPA has not done the BSER analysis to justify the use of Low-E equipment, as would be required by CAA § 111. At a minimum, if it is necessary to replace a valve because it cannot be repaired, EPA should only require Low-E equipment provided (i) it is technically feasible to install and cost-effective, (ii) Low-E equipment is commercially available for the scope of replacements envisioned by the Final Rule, and (iii) sufficient lead time is allowed to procure the replacement, consistent with the standard delay of repair requirements.

These are sensible and reasonable revisions. If a repair can be done quickly and simply there is no need for a costly replacement. Moreover, eliminating a traditional attempt at repair can exacerbate fugitive emissions. With a traditional attempt, a leaking valve can be fixed immediately. By contrast, requiring an owner or operator to replace the valve will often allow it to continue leaking for a significant period of time. In many cases, valve replacement cannot be accomplished without a unit shutdown. Thus, the same valve that could have been quickly and easily fixed will now go on the Delay of Repair list and continue leaking for weeks, if not months. This not only results in the owner or operator needlessly scrapping an otherwise operational valve but in unnecessary fugitive emissions as well.

### C. EPA Should Revise the Flawed Description of “Not Technically Feasible”

Reconsideration is particularly appropriate here because EPA did not include its description of when replacement with Low-E equipment is “not technically feasible” in the Proposed Rule or Supplemental Proposed Rule. Thus, it did not seek or obtain public comment on this description before promulgating regulatory language. In the Final Rule, EPA describes “not technically feasible” as where the owner or operator can “demonstrate[ ]” that Low-E equipment “is not suitable for its intended use” when considering “retrofit requirements for installation (*e.g.*, re-piping or space limitation), commercial unavailability for valve type, or certain instrumentation assemblies.” *Id.* at 17,074 (new 40 C.F.R. § 5400b(h)(2)(B)(ii)(D)).

This is an entirely new standard created out of whole cloth in the Final Rule without any input from the industries that use and best understand Low-E equipment. As a result, it is inappropriately vague and, when combined with the new and previously unannounced reporting requirement, will likely create disputes with EPA enforcement personnel over whether individual valve replacements were or were not technically feasible. According to the Final Rule, Low-E equipment may be ruled out when it “is not suitable for its intended use,” which is undefined, or due to other “[f]actors that *may be considered*,” such as “retrofit requirements for installation (*e.g.*, re-piping or space limitation), commercial unavailability for valve type, or certain instrumentation assemblies.” 89 Fed. Reg. at 17,074 (emphasis added).

Setting aside that each factor involves engineering judgment that could be disputed, EPA enforcement personnel may not view the regulatory description of “not technically feasible” as binding due to the “may be considered” language. They may feel free to consider additional factors to dispute an owner or operator’s determination of technical infeasibility or disregard the listed factors entirely because they interpret the phrase “may be considered” as leaving the question of technical infeasibility entirely to their discretion. *See, e.g., Jama v. Immigration & Customs Enforcement*, 543 U.S. 335, 346 (2005) (“The word ‘may’ customarily connotes discretion.”). As EPA would greatly benefit from stakeholder input on the circumstances where Low-E equipment may not be technically feasible, and stakeholders would greatly benefit from additional specificity and certainty, EPA should take this matter up for reconsideration to allow for public comment.

### D. EPA Should Stay The Low-E Equipment Replacement Requirement Until it Decides Reconsideration

We urge EPA to reconsider and stay the Low-E requirements. First, EPA should reconsider and stay these requirements for three months as authorized by CAA § 307(d)(7). Under Section 307(d)(7), EPA “shall convene a proceeding for reconsideration” when an objection could not have been raised during public comment on an issue of central relevance to the outcome. 42 U.S.C. § 7607(d)(7)(B). That is plainly the case here. In fact, EPA twice disclaimed any proposal to mandate Low-E equipment replacements. Hence, owners and operators had no warning of this new requirement – with the straightforward objections raised here of central relevance to these requirements. Moreover, EPA should exercise its authority and stay the Low-E requirements “during such reconsideration ... for three months” as provided by CAA § 307(d). Compliance with the Low-E equipment requirements will not be possible by the effective date. Moreover, EPA should hear from commenters on these requirements, before mandating that millions of dollars in perfectly useful and operable valves will have been replaced and disposed of unnecessarily.

Second, EPA should also stay the Low-E requirements under APA § 705 because “justice requires” a stay. 5 U.S.C. § 705. The evidence is strong that EPA made an error here and that GPA Midstream is therefore likely to prevail on the merits, as mandating that countless sources spend millions of dollars to replace perfectly useful equipment when a simple turn of the wrench would suffice is the height of arbitrary and capricious agency action. This is especially true when EPA has not provided a record basis for mandating a replacement, did not explain its change in position and provided no opportunity to comment. Moreover, the resulting harm is irreparable – sources will be out of compliance, spend valuable resources to replace equipment in order to return to compliance, and will have no remedy back against the government to recoup those wasted costs. Further, the balance of harm and the public interest favor revising this mandate – which will likely only serve to increase fugitive emissions.

### **III. EPA SHOULD CLARIFY THAT FUGITIVE EMISSION REQUIREMENTS FOR CLOSED VENT SYSTEMS ARE WORK PRACTICE STANDARDS**

EPA should confirm that the fugitive emission requirements for closed vent systems are work practice standards and not emission limitations. If EPA were to retain its interpretation that its “no identifiable emissions” standard is an emission limit for closed vent systems, then EPA has created an emissions limit contrary to the requirements of the CAA - and a limit that EPA knows cannot and will not be achieved. Forcing midstream sources into repeated non-compliance is the height of arbitrary and capricious agency action that should not be sustained.

The regulatory text of the Final Rule includes what clearly appears to be a work practice standard for closed vent systems: “You must design and operate a closed vent system with no identifiable emissions as demonstrated by §60.5416(a) or (b), as applicable.” 40 C.F.R. § 5411b(a)(3) (emphasis added). Despite the “design and operate” regulatory language, EPA states in the Supplemental Proposed Rule and Final Rule preamble that this work practice is, in fact, a numeric emission limitation, where the detection of emissions during a fugitive emission survey would be considered a deviation. *See* 87 Fed. Reg. at 74,804; 89 Fed. Reg. at 16,985.

EPA should reconsider this erroneous interpretation and confirm that this is only a work practice standard, as interpreting the “design and operate” standard as a numeric emission limitation is plainly contrary to the CAA. EPA did not perform a BSER analysis for the “no identifiable emission” standard, as required by CAA § 111 when establishing an emission limitation. Indeed, EPA admits that no owner or operator can always meet a “no identifiable emission” standard. As such, a “no identifiable emission” numeric limitation is not achievable and cannot be BSER under the Clean Air Act. Further, the decision to treat the “no identifiable emission” standard as a numeric emission limitation instead of a work practice standard lacks a rational basis and should be reconsidered in light of, not only the inadequate record, but EPA’s recent proposed rulemaking, 89 Fed. Reg. 5,318 (Jan. 26, 2024), interpreting the “compliance exemption” from the Waste Emission Charge imposed under the Inflation Reduction Act.

#### **A. A “No Identifiable Emission” Numeric Emission Limitation Lacks a Legal Basis**

The “no identifiable emission” standard, as a numeric emission limitation, has no legal foundation in Section 111 of the Clean Air Act. A “standard of performance” “reflects the degree of emission limitation *achievable* through the application of the best system of emission

reduction.” 42 U.S.C. § 7411(a)(1) (emphasis added). EPA, however, has not performed any BSER analysis for the “no identifiable emission” numeric emission limitation. Further, even if the agency were to cobble one together in a *post-hoc* analysis, it would be arbitrary and capricious as EPA has already admitted that it is not always achievable, as required under CAA § 111. *See* 89 Fed. Reg. at 16,986 (responding to assertion that closed vent system fugitive emissions are unavoidable, “EPA recognize[d] that situations beyond the control of the owner or operator may occur, but the emission standard applies at all times”).

EPA’s reliance on similar language in prior rules entirely misses the mark. Lacking any BSER analysis for closed vent systems, the Final Rule’s sole attempt to demonstrate that the “no identifiable emissions” numeric emission limitation is authorized under the CAA is to assert “the requirement to operate the CVS ... without emissions to the atmosphere has previously been required in NSPS OOOO and OOOOa,” and 40 C.F.R. Part 60, Subpart Kb, “with compliance demonstrated by [no detectable emissions].” 89 Fed. Reg. at 16,986 (explaining design, maintenance, and inspection requirements under those standards). EPA is correct in that the Subpart OOOO, OOOOa, and Kb regulatory requirements are virtually indistinguishable, but all of these regulations treat closed vent system requirements *as work practice standards*. Regulating closed vent systems with a “no identifiable emissions” or “no detectable emissions” as a numeric emission limitation is not only unprecedented, but EPA has never provided any explanation as to how such a numeric limitation is “achievable,” *i.e.*, how owners and operators can design and operate a closed vent system that never leaks above 500 parts per million. To the contrary, EPA has already conceded that preventing all leaks at all times is “beyond the control of the owner or operator.” 89 Fed. Reg. at 16,986. The Subpart OOOO, OOOOa, and Kb standards are “achievable” for purposes of CAA § 111 only because compliance requires detection and repair or replacement; leak detection is not a deviation under those standards. Thus, those Subparts involve fundamentally different standards that cannot be relied upon to demonstrate that the Final Rule’s “no identifiable emissions” numeric emission limitation is achievable or otherwise lawful under the Clean Air Act.

B. The “No Identifiable Emission” Numeric Limitation is a Separate Standard of Performance Requiring a Separate Legal Basis, Which EPA Did Not and Cannot Provide

EPA also cannot defend the “no identifiable emission” standard by asserting that it is some appendage or adjunct to standards of performance for other sources, such as storage vessels or centrifugal compressors, and not a stand-alone standard. EPA appears to try to make this argument in the Final Rule, claiming, for the first time, that closed vent systems are no longer fugitive emission components. *See* 89 Fed. Reg. at 16,986 (closed vent systems “are not fugitive components ... rather, they are part of the emission control for an associated affected/designated facility (*e.g.*, a wet seal centrifugal compressor, a pneumatic pump, process controllers, or a tank battery) that is using a control device to meet its performance standards.”). Such an argument is untenable for several reasons, and we urge EPA to reconsider this analysis.

First, the Final Rule repeatedly refers to the “no identifiable emission” (or “NIE”) requirement as a stand-alone, independently enforceable “standard” with separate and independently enforceable monitoring requirements. *See, e.g.*, 89 Fed. Reg. at 16,898 (discussing

the “NIE standard” and its “final requirements for covers and CVS”); *id.* (“Initial and continuous compliance of the NIE standard would be demonstrated through OGI or EPA Method 21 monitoring and AVO inspections conducted at the same frequency as the fugitive emissions monitoring for the type of site where the cover and CVS are located”); *id.* At 16,984 (requiring compliance “with both the control device standard and the [no identifiable emission] standard for the associated cover and CVS.”); *id.* At 16,985 (“any identified emissions” from closed vent systems “would be a deviation of this emissions limitation”). Thus, the “no identifiable emission” standard operates as a separately enforceable numeric emission limitation with its own inspection requirements, and recordkeeping and reporting requirements. *See* 40 C.F.R. § 60.5416b(b)(9).

Second, the “no identifiable emission” standard not only seeks to control fugitive emissions, but closed vent systems are specifically defined as “fugitive emission components” for purposes of the Final Rule: “Fugitive emissions component means any component that has the potential to emit fugitive emissions of methane or [volatile organic compound] at a well site or compressor station, *including ... closed vent systems* not subject to § 60.5411 or § 60.5411a....” 40 C.F.R. § 60.5430a (emphasis added). Nothing in this definition exempts closed vent systems from the requirements of Subpart OOOOb or the emission guidelines in Subpart OOOOc.

Third, despite asserting that the “no identifiable emission” standard is part of the standard of performance for several “associated affected/designated facilit[ies] (*e.g.*, a wet seal centrifugal compressor, a pneumatic pump, process controllers, or a tank battery),” 89 Fed. Reg. at 16,986, the BSER analyses EPA prepared for these facilities do not include any mention of the closed vent system numeric limitations. For instance, the BSER analysis for tank batteries discusses the technical and cost considerations for a 95 percent emission reduction using either a vapor recovery unit or combustion control device at various potential emission thresholds under both a single and two-pollutant approach. 86 Fed. Reg. at 63,199-200. However, it never mentions options for detecting and eliminating closed vent system fugitive emissions (*e.g.*, monthly, bimonthly, quarterly, or semi-annual monitoring; alternative leak definitions), treating any potential standard as an emission limitation versus a work practice standard, or considering the cost-effectiveness of any potential option. At no time does EPA consider closed vent system fugitive emission reduction options, inspections, or fugitive emission control costs as being associated with any other designated facility. *See* 86 Fed. Reg. at 63,197-201 (storage vessels); 63,202-09 (controllers); 63,220-24 (centrifugal compressors); 63,224-30. EPA cannot consider the closed vent system “no identifiable emission” standard as part of a standard of performance without analyzing it as part of the requisite BSER analysis.

#### C. Fugitive Emission Standards for Closed Vent Systems May Only be Work Practice Standards

Further, the plain language of the Act mandates that fugitive emissions from closed vent systems may only be regulated as work practice standards. Work practice standards are appropriate when it is “not feasible to prescribe or enforce a standard of performance,” 42 U.S.C. § 7411(h)(1), meaning a situation where “a pollutant or pollutants cannot be emitted through a conveyance designed and constructed to emit or capture such pollutant.” *Id.* § 7411(h)(2). EPA has repeatedly and consistently defined “fugitive emissions” as emissions that “cannot be emitted through a conveyance designed and constructed to emit or capture” pollutants. *See* 40 C.F.R. § 52.21(b)(20)

(“Fugitive emissions means those emissions which could not reasonably pass through a stack, chimney, vent, or other functionally equivalent opening”); § 51.166(b)(20) (same); § 51.301 (same); § 63.2 (same).

Here, the Final Rule regulates fugitive emissions, *i.e.*, those that “cannot be emitted through a conveyance designed and constructed to emit or capture” pollutants. 42 U.S.C. § 7411(h)(2). Owners and operators must conduct optical gas imaging or Method 21 inspections for fugitive emissions, 40 C.F.R. § 5416b(a)(1)(i), (b)(1)(ii), repair the source of the closed vent system fugitive emissions, *id.* § 5416b(b)(5), and visually inspect for “visible cracks, holes, or gaps in piping, loose connections; liquid leaks; or broken or missing caps or other devices.” *Id.* § 5416b(a)(1)(ii). These requirements, as well as the “design and operate” standard in the Final Rule, are archetypal work practice standards. *Compare* 40 C.F.R. § 60.5411b(a)(3) (“You must *design and operate* the closed vent system with no identifiable emissions”) (emphasis added) *with* 42 U.S.C. § 7411(h)(2) (as an alternative to emission limits, the Administrator “may instead promulgate a design, equipment, work practice, or operational standard, or combination thereof”). At no point does the Final Rule treat closed vent systems as a source of stack emissions (*i.e.*, “a conveyance designed and constructed to emit or capture” pollutants), meaning there is no legal basis in the CAA for treating the Final Rule’s closed vent system design, operational, and work practice standards as numerical emission limitations.<sup>4</sup>

#### D. Sources With Closed Vent Systems Would be Non-Compliant, Creating Enforcement and Other Consequences

As a further reason to reconsider this approach, EPA should consider the effect of promulgating a rule that the agency knows will result in widespread non-compliance. Not only is that contrary to the entire premise of setting a rule so that owners and operators will know what to do in order to comply, but it means that EPA will have promulgated a rule that sets owners and operators up to fail. Under this requirement, owners and operators with closed vent systems will violate a “no identifiable emissions” standard and be subject to enforcement by the federal and state governments who may demand daily civil penalties for each violation. 42 U.S.C. § 7413. No rational system should be set up in this fashion.

Further, a regulatory provision that sets up wholesale non-compliance with the Final Rule, would undermine the framework established by the Inflation Reduction Act (“IRA”) to encourage compliance with methane regulations, as now proposed to be implemented by EPA. On January 26, 2024, EPA proposed a rulemaking applying the methane Waste Emission Charge imposed through the IRA. 89 Fed. Reg. 5,318. A key issue is that proposed rule’s interpretation of 42 U.S.C.

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<sup>4</sup> The capriciousness of applying an NIE standard to closed vent system (“CVS”) is highlighted by the lack of clarity in how EPA would apply this emission standard. EPA does not explain, for example, whether valves, flanges, connectors or any other fugitive emission components attached to a closed vent system would be treated as fugitive emission components as at every other source or would likewise be subject to the “no identifiable emissions” standard. Even if EPA refuses to reconsider the requirement, it must clarify and confirm that the NIE standard is limited to the CVS hard piping and does not apply to those fugitive emission components attached to the CVS that are typically subject only to work practice standards.

§ 7436(f)(6), exempting applicable facilities from the Waste Emission Charge where they are “subject to and in compliance with methane emission requirements pursuant to subsections (b) and (d) of section 7411 of this title.” The proposed rule interprets the compliance exemption harshly: it requires “no deviations or violations” of any aspect of the Subpart OOOOb regulations, or State or Federal implementation plans for existing sources, at any time during a reporting year. 89 Fed. Reg. at 5,344. Although GPA Midstream disagrees with this interpretation, if finalized, it would mean that no facility with a closed vent system would be able to use the compliance exemption so long as EPA incorrectly interprets the closed vent system requirements as numeric emission limitations.

As EPA acknowledged, normal wear and tear on equipment can lead to leaks beyond an owner or operator’s control. 89 Fed. Reg. at 16,986. Where an owner or operator timely detects and repairs that leak, there is no deviation under a work practice standard. However, EPA (mistakenly) interprets the closed vent system requirements as numerical emission limits and asserts that any “violation of the NIE standard” is “a deviation.” 87 Fed. Reg. at 74,804. GPA Midstream believes that EPA should reconsider this interpretation as it unfairly subjects owners and operators to “deviations” that EPA admits are unavoidable. Should the Waste Emission Charge rule be finalized without change, this interpretation would prohibit owners and operators from using the compliance exemption – subjecting them to significant financial penalties – despite otherwise complying with applicable regulations.

E. EPA Should Stay the Application of the “No Identifiable Emissions” Requirement For Closed Vent Systems as an Emission Standard Until it Decides Reconsideration

EPA should also stay the application of the “no identifiable emissions” requirement as an emissions standard during reconsideration under APA § 705 because “justice so requires.” 5 U.S.C. § 705. The evidence is compelling that EPA made an error here and that GPA Midstream is therefore likely to prevail on the merits, as applying the NIE standard as an emission standard is manifestly contrary to Section 111 of the Clean Air Act. Moreover, the harm to sources is irreparable. Absent a stay, sources will immediately be out of compliance – and will never be able to achieve and maintain compliance because, as EPA has acknowledged, it has created a standard that it knows cannot be achieved. This means not only that sources will continually be subject to enforcement and penalties – but sources would be unable to receive the relief afforded by Congress in the IRA. Further, the balance of harm and the public interest favor revising this mandate – as there is no demonstrable public benefit to imposing this mandate on midstream sources as an emission standard, as opposed to a work practice standard, while imposing substantial costs.

**IV. EPA SHOULD RECONSIDER AND STAY THE DEFINITION OF “MODIFICATION” AS APPLIED TO MIDSTREAM STORAGE VESSELS**

The Final Rule’s change to the definition of “modification,” as applied to midstream storage vessels, violates the Clean Air Act and will put owners and operators in a position of immediate potential non-compliance dating back to December 7, 2022. The Final Rule holds that a midstream storage vessel may be “modified” by merely receiving “additional crude oil, condensate, intermediate hydrocarbons, or produced water throughput.” 40 C.F.R. §

60.5365b(e)(3)(ii)(C), (D).<sup>5</sup> The owner or operator of this storage vessel need take no action to “modify” such storage vessels, such as implement a physical change or change in operation, and there need not be any actual emissions increase. Indeed, the “modification” may occur entirely upon the actions of separately owned and operated upstream companies that may increase or decrease throughput without prior notice to the storage vessel’s owner or operator.

EPA should reconsider and stay the 40 C.F.R. § 60.5365b(e)(3)(ii)(C), (D) definition of “modification” under APA § 705 because “justice so requires.” 5 U.S.C. § 705. First, EPA erred in disregarding the statutory definition of “modification.” Section 111(a)(4) of the Clean Air Act defines the term “modification.” It specifies that “‘modification’ means any physical change in, or change in the method of operation of, a stationary source which increases the amount of any air pollutant emitted by such source or which results in the emission of any air pollutant not previously emitted.” 42 U.S.C. § 7411(a)(4). However, EPA is proposing to define modification without a physical change, as there is no physical change to the tank, only a change in throughput. Nor is there a change in the method of operation, as the tank is not operated any differently. Nor is EPA requiring a showing that there is either an increase in emissions or the emission of a new pollutant. Here, the Final Rule would find a modification without any physical or operational change to the storage vessel and simply assumes increased emissions through normal, unaltered operations. EPA is limited by the terms of the authority granted by Congress, and this revised definition clearly exceeds that authority.

Further, EPA erred in breaking with its longstanding definition of “modification” under 40 C.F.R. § 60.14(e)(2), which requires a capital expenditure, without a rational basis. The Final Rule’s reasoning – that Section 60.14(e)(2) should not apply to the midstream sector because it “was promulgated in 1975” and that storage vessels are somehow “more complex and unique” than “traditional industrial plants,” 89 Fed. Reg. at 16,891 – lacks both a record basis and a rational basis.

Second, absent a stay, midstream storage vessel owners and operators will potentially find themselves out of compliance on the effective date as nearly all vessels are likely to have received additional volumes of fluids since December 7, 2022. As noted above with respect to the continuous monitoring requirements, EPA has dramatically underestimated the number of storage vessels that will be considered “modified” sources under the Final Rule, creating significant and unfair compliance problems for owners and operators. Further, the balance of harm and the public interest favor revising the definition, which is squarely outside the bounds allowed by the CAA. Moreover, there is no rational basis to assume an emissions increase, as the Final Rule has done here, simply because storage vessels with emission controls are receiving additional fluids. That is what the storage vessels, and their emission controls, were designed to accommodate.

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<sup>5</sup> Section 60.5365b(e)(3)(ii)(C) applies to tank batteries at well sites or centralized production facilities. Section 60.5365b(ii)(D) applies to tank batteries not located at a well site or centralized production facility, “including each tank battery at compressor stations or onshore natural gas processing plants.” For those tank batteries not located at a well site or centralized production facility, the “additional fluids” must “cumulatively exceed the throughput used in the most recent ... determination of the potential for VOC or methane emissions.” 40 C.F.R. § 60.5365b(ii)(D).



## Conclusion

For the foregoing reasons, GPA Midstream respectfully requests that EPA reconsider the aspects of the Final Rule discussed above and stay those portions where compliance is impossible or infeasible by May 7, 2024.

Dated: May 2, 2024

/s/ Samuel B. Boxerman

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(512) 537-8450  
[REDACTED]

**QUOTE**  
QUOTE NO. 20232171-00

SUBMIT TO:  
MPLX  
[REDACTED]

PROJECT: MPLX Harmon Creek, Flare  
QUOTE DATE: Apr 2, 2024 09:52 AM

SHIPPING  
FOB Austin, TX

DELIVERY DATE  
10-12 Weeks ARO

PAYMENT TERMS  
30 Days

SALES REP  
[REDACTED]

| Item | Product Code                    | Product Description  | Quantity | Price      | Total      |
|------|---------------------------------|--|----------|------------|------------|
| 1    | 100-059                         | Verax SSX-T<br>Verax SSX Continuous Process NIR Analyzer<br>Tethered single stream liquid or gas analysis for remote<br>flow cell<br>Flow cell quoted separately   | 1        | [REDACTED] | [REDACTED] |
| 2    | 100-036-0500                    | Standard Gas Flow Cell (10mm OPL, 500 psi P<br>transducer)<br>VeraSight Flow Cell (Gas). Includes standard 10mm<br>optical path length flowcell assembly with P/T sensors.<br>Default 500psi transducer.<br>Does not include stingers or scoops.           | 1        | [REDACTED] | [REDACTED] |
| 3    | Fiber-FT                        | 1ft Fiber<br>Fiber Optic Cable, Send & Return Fiber Kit, Terminated.<br>Customized per distances provided by customer on Site<br>Survey.<br>Actual length of fiber required will be invoiced \$\$ per pair<br>of fibers.                                   | 50       | [REDACTED] | [REDACTED] |
| 4    | RTA - NG<br>Composition<br>2261 | Natural Gas Properties: Composition (C1-C6+),<br>Rel.Density, BTU per GPA 2261<br>Real-Time Analysis for one Verax read point, correlated<br>to GPA 2261.<br>Sample collection and laboratory analysis for application<br>development are provided by JP3. | 1        | [REDACTED] | [REDACTED] |
| 5    | CSSX                            | Commissioning SSX<br>Commissioning for one Verax SSX system.   | 1        | [REDACTED] | [REDACTED] |

| Item | Product Code | Product Description   | Quantity | Price | Total |
|------|--------------|---|----------|-------|-------|
| 6    | ENG          | Engineering/Integration<br>TAS JP3 Sample Conditioning System - AC powered, With Heater, With Sample Pump<br><br>- Enclosure dimensions (36" x 36" x 12", L x W x D)<br>- 120 VAC, 250 W electrical enclosure heater, seawater-proof aluminum<br>Sample Conditioning System<br>- 3/4" NPT liquid drain, 304 SS<br>- single head, 316 SS, sample pump<br>- pressure regulator with upstream/ downstream gauges<br>- 0.1 micron particulate and coalescing filter with fluoroelastomer seals<br>- 316 SS rotameter, 0-120 SCFM, with alarm<br>All tubings, fittings, and valves not specified are SS supplied by Swagelok.<br>Approval drawings, testing, and engineering included. | 1        |       |       |

Grand Total

State Taxes NOT INCLUDED IN GRAND TOTAL ABOVE

JP3 Measurement Terms and Conditions of Sale Attached.

SALES TAX: Sales tax will be added to all invoices unless a direct pay certificate or tax exempt certificate is on file with Accounts Receivable.

**System Details:**

System Power:  
Process Phase:  
Primary Application: 30209-Flare Systems  
System Notes:

Technical Details for Verax Model SSL/SSG

Analyzer Control Unit

- Class I Division 2, Groups A-D, T4
- Class I Zone 2, Group IIC, T4
- NEMA 4X IP66 enclosure
- Ambient temperature range: -20°C to 50°C (-4°F to 122°F)
- Sunshade recommended if exposed to direct sunlight
- Power supply: 100-240 VAC or 24 VDC or 12 Solar VDC

Optical Flow Cell

- Conforms to Class I Division 1 location requirements
- CRN (Canadian Registration Number) for AB, BC, SK and ON
- Ambient temperature range: -20°C to 70°C (-4°F to 158°F)
- Line temperature range: -29°C to 93°C (-20°F to 200°F)
- Line pressure range: 0-1750 psig

# Terms and Conditions

## JP3 TERMS AND CONDITIONS OF SALE

1. **SCOPE.** The terms and conditions of sale contained herein will apply to all quotations and offers made and purchase orders accepted by JP3 Measurement, LLC (“JP3”). These terms and conditions will become a binding contract when accepted by commencement or performance (“Contract”). This Contract can only be accepted on the terms set forth and no alterations or additions will be incorporated without the express written consent of JP3. JP3’s failure to object to provisions contained in any communication from the customer (“Customer”) will not constitute acceptance of those provisions. All orders must be accepted by JP3. This Contract will apply unless Customer has signed a separate written purchase agreement with JP3 for the ordered Products, in which case the separate written purchase agreement will govern.
2. **PRICE.** Customer will pay, and all prices are exclusive of, sales, use, excise, withholding or any other taxes applicable to the sale, use, license or delivery of the products (“Products”) and services (“Services”) set forth on the JP3 order form sold pursuant to this Contract, or any charges for shipping, insurance or fees or commissions. Any third party products provided by JP3 are subject to and provided only pursuant to such third party terms, conditions and warranties. All prices are in United States dollars.
3. **QUOTATIONS.** All quotations and sales are FOB Origin from JP3 or its subcontractors. Unless otherwise agreed in writing, transportation, insurance, express charges, special packaging, freight, customs, duties, installation costs and other charges are not included in quotations or Product prices. Unless otherwise agreed in writing, quotations are valid for 30 days from the date of quotation.
4. **TERMS OF PAYMENT.** Unless otherwise stated in the accepted order, all amounts due to JP3 must be paid within 30 days after the date of JP3’s invoice and all payments are to be in United States dollars. Pro-rata payment will be due as deliveries are made. If JP3 is required to bring legal action to collect delinquent accounts, then Customer will pay reasonable attorneys’ fees and costs of suit. JP3 may charge the lesser of 1.5% per month or the maximum lawful rate on overdue amounts.
5. **TITLE AND DELIVERY.** Customer assumes title (except for Software) and the risk of loss or damages upon delivery FOB from JP3 or its subcontractors/agents. Customer will take the steps necessary to maintain the Products in proper condition and will insure its interest in the Products, with JP3 as a loss payee, for as long as any amounts remain owing to JP3 for the Products. The time for delivery will be established by the parties after the date of acceptance of the order. Partial deliveries will be permitted. JP3 will use commercially reasonable efforts to ship by the method specified and the time requested by Customer. Additional charges may apply to comply with Customer’s delivery method. JP3 will not be liable for any delay in delivery of the Products or Services. Cancellation, modification, suspension, or delay in shipment of Customer’s order will not be accepted, unless agreed to in writing on terms which will fully indemnify and reimburse JP3 against loss; such indemnity to include recovery of all direct costs incurred, including normal indirect and overhead charges and a normal profit.
6. **ACCEPTANCE AND INSTALLATION.** JP3’s tender of Products and Services to Customer or Customer’s agent will constitute acceptance of such Products and Services by Customer unless notice of defect or nonconformity is received by JP3 in writing within 30 days of receipt of the Products and Services at Customer’s designated receiving address, provided that, for Products for which JP3 agrees in writing to perform acceptance testing after installation, completion of such testing by JP3 will constitute acceptance of the Products by Customer. Notwithstanding the above, any use of a Product by Customer, its agents, employees, contractors or licensees, for any purpose after its receipt, will constitute acceptance of the Products by Customer. JP3 may repair or, at its option, replace defective or nonconforming parts after receipt of notice of defect or nonconformity. If JP3 is to install the Products, and installation is delayed due to Customer’s inability to provide adequate facilities or utilities, or due to its failure to comply with JP3’s reasonable pre-installation instructions, JP3 may charge Customer for labor and other expenses involved in making multiple or follow-up service calls.
7. **LIMITED WARRANTY AND DISCLAIMER**
  - a. JP3 warrants to Customer that for 12 months from the date of shipment to Customer of the Product (hardware and software), the Product will be free from defects in material and workmanship under normal use and will substantially conform to its specifications. In no event does JP3 warrant that any software provided with or embedded in a Product (“Software”) is error-free or that Customer will be able to operate the Software without problems or interruptions.
  - b. If, under normal and proper use, a defect or non-conformity appears in a warranted Product or Software during the applicable warranty period and Customer promptly notifies JP3 in writing of such defect or nonconformance and follows JP3’s instructions regarding return of such Product, then, at no charge to Customer, JP3 will, at its option, either (i) repair, replace or correct the same in accordance with JP3’s support services policies, or (ii) provide a refund of the purchase price against return of the Product. Any repaired or replaced Product is warranted for the longer of 90 days from the date of shipment of the repaired or replaced Product or the remaining Product warranty period. The foregoing warranties and remedies do not apply to consumable goods delivered hereunder which are provided with a pass-through warranty from JP3’s suppliers. This subsection sets forth Customer’s sole remedies and JP3’s entire liability for breach of warranties stated in this Section 7.
  - c. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, PRODUCTS AND SERVICES ARE PROVIDED “AS IS” AND JP3 MAKES NO OTHER WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
  - d. Customer assumes all responsibility and liability for its use of the Products and Services and will indemnify and hold harmless JP3 from damages, liabilities, settlements, costs and legal fees incurred by JP3 arising out of Customer’s use of the Products and Services.
  - e. No written or oral statement made about any Product or Service by an employee or agent of JP3 will be effective to extend a warranty for the Products or Services.
  - f. Customer may purchase support for the Products pursuant to JP3’s standard terms, conditions and prices.
8. **LIMITATION OF LIABILITY.** NEITHER JP3 NOR ITS SUPPLIERS WILL BE LIABLE TO CUSTOMER WITH RESPECT TO ANY SUBJECT MATTER OF THIS CONTRACT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT JP3 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, (A) FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST DATA, OR (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (C) FOR LOSS OR CORRUPTION OF DATA OR INTERRUPTION OF USE, OR (D) FOR ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE FEES PAID TO JP3 FOR THE ORDER FROM WHICH THE CLAIM AROSE.

## 9. PROPRIETARY RIGHTS

- a. JP3 and its licensors retain the intellectual property rights in and to all Products, Services and related information and materials. Products and parts thereof (excluding Product hardware ("Hardware")), Software (and all materials containing or embodying Software), drawings, sketches, information, designs and manuals ("Materials") furnished to Customer will be and remain JP3's property and may not be copied or duplicated in any manner or submitted to any third party, for examination or otherwise, without JP3's prior written consent.
- b. All data generated by Customer's use of the Software licensed hereunder ("Data") will be owned by JP3. JP3 will not disclose such Data in a way that identifies it specifically with Customer. JP3 hereby grants to Customer a perpetual and non-exclusive license to use such Data in connection with Customer's business.
- c. For a period of five years following initial disclosure of any JP3 confidential information ("Information"), Customer will (i) hold Information in confidence, (ii) not disclose Information to third parties, and (iii) not use any Information for any purpose except as authorized hereunder. Customer will treat all Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but with no less than a reasonable degree of care under the circumstances. Because damages alone may not be adequate compensation for loss of Information, JP3, in addition to any other legal and equitable rights it may have, will be entitled to an injunction against the breach or threatened breach of this Section by Customer.

#### 10. LICENSE GRANT

- a. Subject to the terms and conditions of this Contract, JP3 grants Customer a non-exclusive, non-transferable, and royalty-free license for one year from the date of sale to Customer of the Product, without the right to sublicense, to use the Software on the Hardware with which it was provided or on which it was embedded when delivered to Customer solely for Customer's internal use.
- b. The license granted herein is granted solely to Customer, and not to any affiliate or customer of Customer. The license granted herein does not authorize Customer (nor may Customer allow any third party) to: (i) copy or distribute the Software; (ii) allow third party access to the Software, except Customer's agents and representatives for whom Customer is responsible; (iii) decompile, disassemble, reverse engineer, translate, convert or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason, the source code or mathematical models for the Software (except to the extent that such acts may not lawfully be prohibited) or any trade secret information or process contained in the Software; (iv) modify, incorporate into or with other software, or create a derivative work of any part of the Software; (v) lease or lend the Software; (vi) disclose the results of any benchmarking of the Software, or use such results for Customer's own competing software development activities, without prior written consent of JP3; or (vii) attempt to circumvent any usage limits or other license, timing or restrictions that are built into the Software.
- c. The Software is licensed and not sold. Customer's rights in the Software are limited to those expressly granted in this Section 10. JP3 reserves all rights and licenses not expressly granted to Customer under this Section 10.

#### 11. MISCELLANEOUS

- a. Customer is responsible for timely obtaining all necessary governmental permits, licenses, approvals and consents in connection with the import and use of the Products and Services in Customer's country or the country to which the Products are shipped or Services provided.
- b. This Contract is governed by the laws of the State of Texas, and the United States, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Contract. The sole jurisdiction and venue for all legal actions relating to this Contract will be the State and Federal courts in Travis County, Texas. Both parties consent to the jurisdiction of such courts with respect to any such actions and agree that process may be served in the manner allowed by Texas law. In any action or proceeding to enforce rights under this Contract, the prevailing party will be entitled to recover costs and attorneys' fees.
- c. If a court of competent jurisdiction finds any provision of this Contract invalid or unenforceable, that provision of the Contract will be enforced to the maximum extent permissible and the other provisions of this Contract will remain in full force and effect.
- d. The parties are independent contractors.
- e. Customer will not export or re-export the Products, Services or related documentation or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.
- f. No modification or amendment of any provision of this Contract will be effective unless in writing and signed by the parties' authorized representatives.
- g. The failure of either party to enforce at any time any of the provisions of this Contract will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each such provision thereafter. The express waiver by either party of any provision of this Contract will not constitute a waiver of any future obligation to comply with such provision.
- h. This Contract and the rights hereunder are not transferable or assignable by Customer (and any attempted assignment will be void) without the prior written consent of JP3, except to a person or entity who acquires all or substantially all of the assets or business of Customer, whether by sale, merger or otherwise. JP3 may assign or transfer this Contract without Customer's consent. Subject to the foregoing, this Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- i. JP3 will not be liable to Customer or any of its customers for any loss, expense or damage due to delays in delivery of Products or Services caused by or resulting from any act of God, riot, fire, explosion, accident, flood, sabotage, war, inability to obtain fuel, power, raw materials or parts, embargo, receipt by JP3 of orders from all sources exceeding JP3's then-scheduled delivery or production capacity, or governmental laws, regulations, or orders, lockouts, strike or labor trouble, actions, or inaction of Customer, or any cause or occurrence which is beyond the reasonable control of JP3.
- j. These terms and conditions, JP3's order form for Products, and any signed nondisclosure agreement between the parties, if any, will constitute the entire agreement between the parties for the subject matter contained herein.

JP3 Terms and Conditions of Sale, updated June 2014.



## Reprint

Valtronics Solutions, Inc.

P.O. Box 490

Ravenswood, WV 26164

304-273-5356 Fax: 304-273-2531

www.valtronics.com

Sold To: 1688  
MW LBRTY MDSTRM RSRCS LLC  
PO BOX 599500  
SAN ANTONIO, TX 78259-9701

Ship To: 1688  
MW LBRTY MDSTRM RSRCS LLC  
PO BOX 599500  
SAN ANTONIO, TX 78259-9701

|       |            |
|-------|------------|
| Quote | Q0035596   |
| Page  | 1          |
| Date  | 03/27/2024 |

| Customer PO Number                                     |   | Ship Date | Salesperson |                | Terms       |     | Tax Code  |  |
|--|---|-----------|-------------|----------------|-------------|-----|-----------|--|
|  |   | QUOTE     |             |                | Net 30 Days |     | NOTAX     |  |
| Document   | Warehouse   |           | Freight     |                | Ship Via    |     |           |  |
| Q0035596   | Valtronics Shop   |           | PPA         |                | BEST WAY    |     |           |  |
| Item Number / Description                              |   |           | Quantity    | UM             | Price       | Per | Extension |  |
| 14454  | MUSTANG® BIOGAS SAMPLING SYSTEM INCLUDES<br>72"X72"X24" SS STEEL ENCLOSURE<br>INSTALLATION OF HOBRE<br>CABINET HEATER WITH THERMOSTAT CONTROLS<br>AC/DC JUNCTION BOX MOUNTED ON THE EXTERIOR<br>SS WETTED PARTS<br>PERMA PURE SYSTEM<br>SINGLE HEAD BOOSTER PUMP<br>BACK PRESSURE REGULATOR   |           | 1           | EA             |             | EA  |           |  |
| 14454  | BTU Analyzer<br>WIM Compas™ Pulse HT<br>P Standard version<br>I Injection version (sample pressure -4.4 – 7.2 psig)<br>115 Power supply 115 VAC, 50/60 Hz<br>0 No Sample pressure monitoring or Oven Flow Alarm<br>Z CSA Class 1, Div. 2. Group B, C, D T3 version<br>2 2 analog outputs – LHV, MW<br>R Remote operation / Modbus TCP/IP over Ethernet<br>0 No extra isolated relays added<br>0 Fast loop with alarm installed inside analyzer<br>HC Version for ambient temperature range (-4 - 131 °F)<br>1 Analyzer suitable for wall mounting<br>02 Standard Documentation (electronic format)<br>04 Fast Loop Inside of Analyzer |           | 1           | EA             |             | EA  |           |  |
| *****  |   |           |             |                |             |     |           |  |
| MAKE ORDER TO VALTRONICS SOLUTIONS<br>VENDOR # 7081835 |   |           |             |                |             |     |           |  |
| CURRENT LEAD TIME IS 26 WEEKS ARO                      |   |           |             |                |             |     |           |  |
|  |   |           | Merchandise | Add On Charges | Tax         |     | Total Due |  |
|  |   |           |             |                |             |     | CONTINUED |  |



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| Customer PO Number        |                 | Ship Date | Salesperson |          | Terms       |       | Tax Code |           |
|---------------------------|-----------------|-----------|-------------|----------|-------------|-------|----------|-----------|
|                           |                 | QUOTE     |             |          | Net 30 Days |       | NOTAX    |           |
| Document                  | Warehouse       |           |             | Freight  | Ship Via    |       |          |           |
| Q0035596                  | Valtronics Shop |           |             | PPA      | BEST WAY    |       |          |           |
| Item Number / Description |                 |           |             | Quantity | UM          | Price | Per      | Extension |

\*\*\*\*\*

PAYMENT TERMS NET 30  
20% AT TIME OF DRAWINGS  
40% AT TIME OF MAJOR MATERIAL ORDER  
30% AT TIME OF CUSTOMER ACCEPTANCE  
10% AT TIME OF DELIVERY

\*\*\*\*\*

QUOTED BY: [REDACTED]  
EMAIL: [REDACTED]  
QUOTED TO: [REDACTED]  
EXPIRES: 04/26/2024

| We appreciate your business! | Merchandise | Add On Charges | Tax  | Total Due  |
|------------------------------|-------------|----------------|------|------------|
|                              | [REDACTED]  | 0.00           | 0.00 | [REDACTED] |

TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT. THE PROVISIONS ON THE FACE HEREOF AND THESE TERMS AND CONDITIONS OF SALE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER AND SUPERSEDE BUYER'S PURCHASE ORDER AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES, WHETHER WRITTEN OR ORAL. ANY DIFFERENT OR ADDITIONAL PROVISIONS, INSTRUCTIONS, OR TERMS IN YOUR ACCEPTANCE OF THIS ORDER ARE HEREBY OBJECTED TO. ACCEPTANCE OF THE GOODS BY THE BUYER SHALL CONSTITUTE AN UNQUALIFIED ACCEPTANCE BY THE BUYER OF THESE TERMS AND CONDITIONS NOTWITHSTANDING ANY CONTRARY TERMS, CONDITIONS, OR WARRANTIES EXPRESSED IN BUYER'S PURCHASE ORDER OR ANY OTHER DOCUMENT.
2. PRICES. The products listed herein shall be invoiced to Buyer at Seller's prices in effect at time of shipment.
3. LIMITED WARRANTY REMEDY. Seller's maximum liability for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any goods covered by or furnished under this Agreement shall in no case exceed the price of the defective or nonconforming goods. Other than as set forth above, SELLER MAKES NO WARRANTY OF ANY KIND, WHATEVER, EXPRESSED OR IMPLIED; AND ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER. In no event shall Seller be liable for special or consequential damages or expense, including but not limited to, loss of profits or revenue, loss of use of the goods, or any associated goods, cost of capital, cost of substitute goods, facilities or services, downtime costs, or claims of customers of the Buyer for damages, and other than as set forth above, Seller expressly disclaims all liability for injuries and all loss, expense and damage arising from any cause or for any reason whatsoever including the negligence of the Seller in the manufacturing process, including testing and inspection, to any and all persons who buy, use, or are otherwise injured by the goods which are the subject of this Agreement. Every claim on account of defective goods, short count, or for any other cause shall be deemed waived by the Buyer unless made in writing within 30 days from receipt of goods to which such claim relates. Written authorization from Valtronics Solutions, Inc. is required prior to returning any defective goods.
4. SHIPPING TERMS. Delivery terms are F.O.B. Seller's Plant, unless otherwise stated on the face of this order.
5. TAXES. Any tax imposed by Federal, State, Municipal or other governmental authority with respect to this transaction shall be paid by Buyer in addition to the quoted sales price.
6. DELAY AND NON-DELIVERY REMEDY. Seller shall not be liable for failure or delay in shipping goods hereunder if such failure or delay is due to Buyer's acts or omissions, an act of God, war, labor difficulties, accident, inability to obtain raw materials, or any other cause of any kind whatever beyond the control of the Seller. Buyer's sole and exclusive remedy for any delay or failure to manufacture, ship, or deliver shall be limited to the return of the products and / or the recovery of any part of the invoice price of said products paid to Seller. In no case shall Seller be liable for loss of profits or any incidental or consequential damages or expense on account of any delay in delivery or any failure to manufacture, ship, or deliver, whether or not executed hereunder.
7. FAIR LABOR STANDARDS ACT. Seller hereby certifies that the goods which are the subject of this order are produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of the regulations of the United States Department of Labor issued under Section 14 thereof.
8. AUTHORITY. No agent, employee, or representative of the Seller has any authority to bind the Seller to any affirmation, representation, or warranty concerning the goods which are the subject of this order, and unless affirmation, representation or warranty made by an agent, employee or representative is specifically included in this order, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.
9. MODIFICATION. None of the terms and conditions contained in this order may be added to, modified, superseded, or otherwise altered except by written instrument signed by any authorized representative of the Seller and an authorized representative of the Buyer and delivery to the respective party.
10. CONTROLLING LAW. This Agreement shall be construed and the rights and duties of the parties hereto shall be determined in accordance with the law of the State of West Virginia. This Agreement shall not result in a binding contract until it is accepted by Seller at Seller's office in Ravenswood, West Virginia.
11. ASSIGNMENT. Absent the express written consent of Seller, any attempt to assign or delegate any right or duty of Buyer arising under this Agreement shall be void and of no affect.
12. CARRIER LOSS AND DAMAGE REMEDY. Under our terms of sale we have no responsibility for shipments after we have tendered them complete and in good order to the carrier. IT IS YOUR RESPONSIBILITY TO FILE CLAIM WITH A CARRIER FOR ANY LOSS OR DAMAGE. We are willing to assist you in every possible way in collecting claims for loss or damage, but this willingness on our part does not make us responsible for collection of claims or replacement of materials. If any of the goods specified on the carrier's delivery receipt are short or damaged, do not accept them or design the receipt until a carrier agent makes a shortage or damage notification on the receipt. If concealed loss or damage is discovered, notify the delivering carrier at once and request inspection. If the above procedure is not followed, there is absolutely no way to compel carriers to make restitution.
13. TITLE. Title to the goods which are the subject of this Agreement shall remain and continue in the Seller until payment in full of the contract price set force herein.
14. LIMITATION OF ACTION. No action shall be brought for any breach of the contract formed as a result of this Agreement offer and/or any claim for defect in the goods, design and/or workmanship, more than two years after the accrual of the cause of action hereof.
15. PAYMENT TERMS. Unless otherwise agreed, Purchaser agrees that it will pay the entire invoice amount within 30 days from the date of invoice (NET 30). We accept payments made by wire transfer, ACH, and/or check. Credit card payments are only accepted with written approval. DEFAULT. In the event the Purchaser defaults by failing to make payment in full within 30 days, we may charge and collect a late charge of 2% of the past due balance per month (18% per annum), or the maximum allowed by state law, whichever is less. No agreement for any extension of time or postponement of any payment shall be valid unless in writing signed by an officer of the seller. We shall also be entitled to all costs of collection in the event of default by the Purchaser, including court costs and attorney fees. We reserve the right to refuse to ship any additional product or accept any new orders from Purchaser until all past due balances, and any applicable late charges, are paid in full.
16. INDEMNIFICATION. Valtronics Solutions, Inc. shall not be liable for damages to any person or to any property in connection with the delivery, installation, or use of any goods sold under this Agreement and Buyer shall indemnify and hold harmless Valtronics Solutions, Inc. against all such liability.
17. PARAGRAPH HEADINGS. Paragraph headings are inserted for convenience only and shall not be deemed to limit or effect the scope of the provisions contained herein.
18. FORCE MAJEURE. Should either party be prevented from performing any of its obligations under these terms due to the event of Force Majeure, the time for performing shall be extended by a period equivalent to the effect of such Force Majeure. The affected party shall immediately notify the other party of occurrence.
19. EXPORT COMPLIANCE. To comply with regulatory obligations and the U.S. Export Administration Foreign Trade Regulations, Mustang Sampling and its distributors must be aware of the end use and end user of each product sold, and enforce current embargoes and sanction programs against countries, entities, and individuals. To maintain compliance, Valtronics Solutions, Inc.'s Export Compliance Checklist Form must be supplied with every purchase order placed with Valtronics Solutions, Inc. for export sales. The undersigned and its representative and agents have and shall at all times during the course of its relationship with Valtronics Solutions, Inc. comply with all applicable laws, rules, and regulations, as well as any Valtronics Solutions, Inc. policies and procedures provided by Valtronics Solutions, Inc. to the undersigned from time to time, with such laws to include (i) the Foreign Corrupt Practices Act (50 U.S. Code Â§ 78), (ii) all applicable laws, rules and regulations relating to export control and trade embargoes, including trade prohibitions authorized by 50 U.S. Code Â§ 2401 et seq. and executive orders including trade prohibitions as adopted pursuant thereto, and (iii) the anti-boycott prohibitions contained in 50 U.S. Code Â§ 2401 et seq., and executive orders adopted pursuant thereto, which prohibit agreements which facilitate boycotts of Israel, or taken any action which can be penalized under section 999 of the Internal Revenue Code.



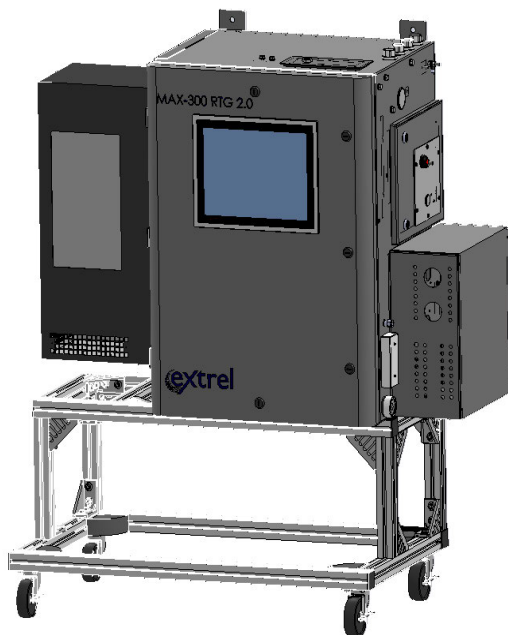
Company: MPLX  
Address: 43050 Industrial Park Rd  
City, State, Zip: Cadiz OH 43907  
Phone #: [REDACTED]  
Email: [REDACTED]  
Attention: [REDACTED]

Date: 2/14/2024  
Exp. Date: 3/15/2024  
Shipping: 90-120 Days – To be confirmed upon order acceptance  
Proposal No: 220150-49011-WH-0  
End User: Marathon - BUDGETARY Environmental USA

## MAX300-RTG 2.0

### Multi-Stream Process Gas Analyzer with Touch Screen Interface

The MAX300-RTG 2.0 Real-time Gas Analyzer features the outstanding performance of a 19mm quadrupole mass spectrometer, engineered for ease of use and online process monitoring in demanding industrial environments.



The MAX300-RTG 2.0 features an interactive touch screen in conjunction with cutting edge quadrupole mass spectrometer technology to maximize ease of use while delivering continuous online composition monitoring for industrial process control.

It has the speed necessary to analyze the total composition of a sample in seconds, and can be fully automated to measure several points in a process, or multiple production lines with a single analyzer. Digital mass command and resolution control provide uniform sensitivity across the entire mass range.

The instrument features sample selection options for 16, 31, 46 for process samples or 40, 80, 120, or 160 for environmental samples with automated sequencing for multi-stream monitoring.

The Questor5 control software is easy to use and fully networkable, allowing authorized users to login and view data and system status from any device on the network. The customized touchscreen display allows quick and easy access to the analyzer status, analysis results, and more.

The rugged design is optimized for 24/7, online monitoring in general purpose and hazardous area locations, and fully-automated for rapid data delivery direct to the DCS.

|                          |  |
|--------------------------|--|
| Analysis Rate:           | 0.1-16 sec/component, selected by the user         |
| Dynamic Detection Range: | 5 ppb to 100% (matrix dependent)                   |
| Mass Range:              | 1-250, 300, or 500 amu                             |
| Precision:               | +/- 0.05% relative standard deviation*             |
| Stability:               | +/- 0.5% relative standard deviation over 30 days* |

\*on measurements of the argon in air

Process Insights - Extrel CMS, LLC 575 Epsilon Drive, Suite 2, Pittsburgh, PA 15238-2838 USA

## Contents

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| Technical Description of Proposal ..... | 4 |

## Proposal:

| Item #       | Description   | Qty | Extended Price |
|--------------|---|-----|----------------|
| 1            | MAX300-RTG 2.0 Industrial Mass Spectrometer         | 1   |                |
|              | 826072 MAX300-RTG 2.0 Base System                   |     |                |
|              | 822626 115vAC Power +/- 10%, 60 Hz +/- 5%           |     |                |
|              | 823938 Silicon Coated Differentially Pumped         |     |                |
|              | 823593 31 Port Stream Selector, Silicon Coated      |     |                |
|              | 823616 Silicon Coated Differentially Pumped Ionizer |     |                |
|              | 816562 Faraday Detector                             |     |                |
|              | 825851 Corrosive Pumping Package                    |     |                |
|              | 822943 Air Conditioned: Class I Division 2          |     |                |
|              | 825001 Area Classification: Class I Division 2, T3  |     |                |
|              | 824078 Questor5 Software and Operation Manuals      |     |                |
|              | 817288 Modbus Server TCP/IP                         |     |                |
|              | 826106 Analog Outputs, 4-20mA (4 Channels)          |     |                |
|              | 825074 Heated Valve Box, T3                         |     |                |
|              | 823922 MAX300 Customer Specific Drawings            |     |                |
|              | 798201 Application Review                           |     |                |
|              | 816524 Commissioning Spares                         |     |                |
|              | 823159 Shipping Crate w/ Cart Option                |     |                |
| 2            | 000340-RTG Start-up and Commissioning, 5 Day        | 1   |                |
| Total Price: |   |     |                |

**All Prices in US Dollars.**

➤ .

The Equipment and/or Services described herein are offered for sale exclusively according to the Process Insights USA General Terms and Conditions found at <https://process-insights.com/terms-and-conditions/>. This Sales Agreement expressly limits acceptance to the terms of this Sales Agreement. Notification of objection is hereby given to any term in any response to this Sales Agreement that does not exactly match the terms of this Sales Agreement. Acceptance of all orders will solely be made by Process Insights - Extrel CMS, LLC in writing.

**Prepared By:**

**Contact Information:**

**Sales Manager:**

**ADDITIONAL NOTES:** Payment Terms: Subject to credit approval for new and existing customers  
Shipment: FCA Process Insights - Extrel CMS, LLC Premises

**Process Insights - Extrel CMS, LLC** 575 Epsilon Drive, Suite 2, Pittsburgh, PA 15238-2838 USA

## Technical Description of Proposal

| Item # | Part # | Technical Description |
|--------|--------|-----------------------|
|--------|--------|-----------------------|

|   |        |  |
|---|--------|--|
| 1 | 826072 | MAX300-RTG 2.0 Industrial Mass Spectrometer Base System with Painted Steel Enclosure |
|---|--------|--|

This high performance industrial gas analyzer performs real-time process analysis using the most advanced mass spectrometer technology available.

- Interactive 15" Touch screen interface with customizable display
- Mass range from 1-250 amu with the capability to monitor any gas or vapor sample
- Fast analysis with analysis rates from 0.1-16 seconds per component, user-selectable
- Dynamic range from 5 ppm (parts per million) to 100% with the standard Faraday detector. The optional dual Faraday/Electron Multiplier detector extends the range from 5 ppb (parts per billion) to 100%.
- Dual filament ionizer. One filament is utilized for operation while the second filament acts as a spare, with automatic switchover standard.
- Automated sample selection with the ability to handle more than 160 streams.
- VacTRAC™ system allows the operator to perform routine maintenance quickly and easily
- Unique inlet design for rapid replacement
- High compression turbomolecular pump with molecular drag is standard. A "Fail safe" interlock protects the system against a power failure or sudden vacuum loss. The vacuum chamber is also equipped with a vacuum gauge and an auto vent assembly.

|        |                                    |   |
|--------|------------------------------------|---|
| 822626 | 115vAC Power, 60 Hz, Configuration | Configures the MAX300 Industrial System for use with 110V $\pm$ 10%, 50/60 Hz $\pm$ 5%. Two (2), 20 amp, circuits are required. |
|--------|------------------------------------|---|

|        |   |  |
|--------|---|--|
| 823938 | Differentially Pumped Inlet, Silicon Coated | This two-stage pressure drop, differentially pumped, provides an all-metal sample path to the ion source with a sample replacement time in milliseconds. All metal surfaces in the sample path have been passivated to prevent interaction with compounds in the stream. |
|--------|---|--|

|        |  |  |
|--------|--|--|
| 823593 | 31 Port, Sample Selector (1/16" sample tubing), Silicon Coated, with a Painted Steel Valve Box |  |
|--------|--|--|

This option includes a 31 port, rotary sample selector. The analysis of each sample stream can be commanded manually by the user, or programmed into a fully-automated analysis sequence within the Questor5 software.

This option includes coating to eliminate interaction with sample molecules. It is used for samples containing hydrogen sulfide, acetic acid, or any compound that interacts readily with metal surfaces.

**823616 Disposable Ionizer with Yttria Coated Iridium Filaments, Silicon Coated, Differentially Pumped**

For use with Differentially-Pumped Inlets. The latest in ion source technology, the disposable/recyclable ionizer is designed for quick and efficient replacement of the filaments and wetted parts of the ion source. This economical design assures the restoration of the ionizer to "as new" condition in one single step, with no elaborate assembly work. The ion source simply plugs into the base without requiring any tools. Filaments and lenses are pre-aligned. The system is returned to operational conditions in minutes instead of hours. This version is equipped with Yttria coated Iridium filaments for a long life and stable emissions. This option includes coating to eliminate interaction with sample molecules. It is used for samples containing hydrogen sulfide, acetic acid, or any compound that interacts readily with steel surfaces.

**816562 Faraday Detector**

The zero-drift faraday detector provides signal detection over the range of 5 parts per million (ppm) to 100%.

**825851 Corrosive Samples Pump Package**

Includes a corrosion resistant turbomolecular drag pump with bearing purge and synthetic oil in the mechanical roughing pump. This option is recommended for applications with corrosive gases such as hydrogen sulfide, hydrogen fluoride, hydrogen chloride, chlorine, and fluorine.

**822943 Class I Division II Configuration, Air Conditioned (110 VAC)** This configuration adds a Z purge and other hardware necessary to certify the analyzer for use NEC Class I Division II (Groups B,C,D) hazardous area locations. The cooling component maintains a fixed temperature inside the analyzer enclosure to ensure optimum stability, even if temperatures in the installation area change.

**825001 North American Class 1 Div 2 Area Classification CLASS I DIV 2 GRP ABCD T3 Tamb:-20°C to 50°C**

Suitable for use in NEC Class I Division 2 (Groups A,B,C,D) hazardous area locations.

## 824078 Questor5 Control Software and Operation Manuals (FlashDrive)

The Questor™5 software features a Web-based user interface for access through a LAN, direct peer-to-peer network connection, or over the Internet via the instrument controller's Ethernet connection. User-based password protection is implemented to provide data and operational security. Advanced event logging allows for data integrity and compliance with 21 CFR 11 regulations.

The software is capable of monitoring an unlimited number of components, and can utilize multivariate analysis for enhanced performance in complex matrices. Single ion monitoring or mass-range survey scanning can be selected to run manually, or as part of an automated sequence. Component concentrations, intensities, and derived (calculated) values are displayed, stored, and/or output as defined by the user.

Fully customizable graphical and tabular displays are available for both real-time and archived data.

The system performs extensive diagnostics during SmartStart™ and continuously monitors performance during operation to ensure data validity. The Instrument Status displays critical system parameters, and the event logger, continuously running in the background, flags any issues.

## 817288 Modbus Server Interface - TCP/IP

The Modbus server interface follows MODICON MODBUS protocol, TCP/IP transmission mode. The system supports Coil Status, and Holding Registers. Bi-directional communication is supported via TCP/IP and capable of operating at a distance of up to 300 feet (~100 meters).

## 826106 4-20 mA Analog Output Communications, 4 Channels

This module provides four (4) 12-bit, isolated 4-20 mA outputs. Any available data tag, including derived (calculated) values and the valve position, can be mapped to an output and scaled in the Questor software.

## 825074 T3 Electrically Heated Sample Selector Box (Up to 130 degrees C)

An electrically heated enclosure capable of maintaining a temperature of approximately 130 degrees C around the sample selector system. The exact temperature achieved will depend on ambient conditions.

Extrel's heated valve box contributes to the operation of an effective sample conditioning system provided that the samples are delivered to the valve box in the gas phase without liquid components. Any condensable components must be delivered sufficiently below saturation to avoid nucleation and condensation. A sample conditioning expert is recommend to review the Purchaser's sample handling design for this Equipment.

## 823922 Customer Specific MAX300 Drawings

- 798201      Application Review ( value)
- The application review includes recommended analysis methods, recommended calibration methods and gases, and an estimation of analyzer performance. The application review is valued at . You receive this service for free with the purchase of your Extrel base system.
- 816524      Commissioning Spares (a Value Included with the System)
- The Commissioning Spares kit includes common consumables, such as an extra ionizer, gaskets, pump oil, and a spare inlet. This value is included with your system purchase.
- 823160      Shipping Crate, for use without the Cart Option
- Shipping crate sized for a MAX300 system configured without a Cart Option.
- 2            000340-RTG      Start-up and Commissioning - 5 Day
- Includes one visit with up to 35 hours of on-site support for system Start-up and Commissioning. The typical schedule involves method configuration, calibration set-up, communication verification, and applications support by an Extrel CMS Service Representative. Additional time is used for hands-on operator training. Service personnel will be on-site during normal working hours not to exceed 8 hours per day. All travel and living expenses are included. Discounted flat rate commissioning is only available when purchased with an instrument sale. Commissioning purchased separately will be billed at our current hourly rates instead of the flat rate.