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Mark A. Sowa
Senior Environmental Coordinator

CERTIFIED MAIL #: 7007 2680 0000 7313 6213

May 19, 2015

William F. Durham, Director
WVDEP, Division of Air Quality
601 57th Street SE
Charleston, WV 25304

**Re: R13 Permit Application/Title V Modification
Equitrans, LP - Burnsville Compressor Station
Facility ID No: 007-00006
Title V Permit #R30-00700006-2013**

Dear Mr. Durham,

Equitrans, LP (Equitrans) is submitting the enclosed R13 Permit Application for flare modifications at the existing Burnsville Compressor Station (Burnsville) located near Burnsville in Braxton County, West Virginia. Burnsville is a natural gas transmission facility that currently operates under Title V Permit #R30-00700006-2013 (Title V Permit).

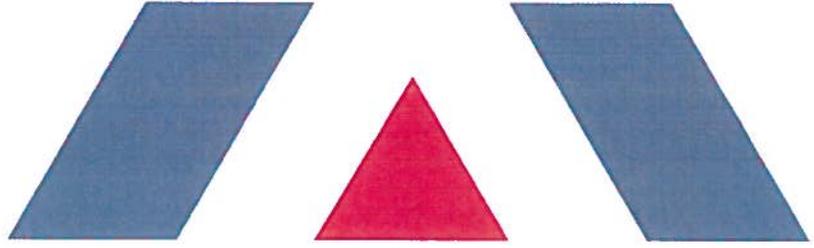
The April 29, 2015 Consent Order Agreement (CO-R30-E-2015-11) between the West Virginia Department of Environmental Protection and Equitrans requires the submittal of the subject permit application under Order for Compliance item #2.

Please contact me at 412-395-3654 or via email at msowa@eqt.com for payment of the application fee by credit card or if you have any questions regarding this application.

Sincerely,

A handwritten signature in blue ink that reads "Mark A. Sowa".

Mark A. Sowa
Senior Environmental Coordinator



R13 PERMIT APPLICATION
EQUITRANS LP
Burnsville Compressor Station

R30-007000006-2013

TRINITY CONSULTANTS
4500 Brooktree Drive
Suite 103
Wexford, PA 15090
(724) 935-2611

May 2015

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Consultants

Environmental solutions delivered uncommonly well

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1. INTRODUCTION

Equitrans, LP (Equitrans) is submitting this application to the West Virginia Department of Environmental Protection (WVDEP) for a natural gas compressor station located in Braxton County, West Virginia (Burnsville Station). Specifically, this application seeks to modify the existing dehydration unit flare (1.02 MMBtu/hr) tip and install a new pilot (Pilot Rating 50,000 Btu/hr). The Burnsville Station is currently operating under West Virginia Department of Environmental Protection (WVDEP) Division of Air Quality Title V operating permit R30-00700006-2013, issued on February 18, 2013.

1.1. FACILITY AND PROJECT DESCRIPTION

The Burnsville Compressor Station (Burnsville) is a natural gas transmission facility that compresses and dehydrates natural gas from storage wells for transportation across the pipeline. The station also dehydrates gas from nearby production wells. The station has the potential to operate 24 hours per day, 7 days per week. The Burnsville station currently consists of the following equipment

- > One (1) 600-hp natural gas reciprocating engine/integral compressor
- > Two (2) 1,350-hp natural gas reciprocating engine/integral compressor
- > One (1) diesel fired 235 kW emergency generator.
- > One (1) natural gas reciprocating engine driven generator
- > 34 million standard cubic feet per day (MMSCFD) triethylene glycol (TEG) dehydration unit equipped with associated reboiler (rated at 0.025 MMSCFD) and flare (rated at 1.02 MMBtu/hr)
- > One (1) natural gas heating boiler (rated at 1.25 MMBtu/hr)
- > Six (6) miscellaneous storage tanks with capacities less than 15,000 gallons

Emissions from the dehy unit's regenerator vent and flash tank have historically been controlled by a flare with a specified control efficiency for VOC and HAP of 95%. This flare had been used to reduce benzene emissions below 1.0 tpy to meet the exemption criteria outlined in §63.764(e)(1)(ii). As part of this application, Equitrans is modifying the elevated flare in order to comply with the required design criteria outline in §63.11(b). Additionally, Equitrans requests that Section 5.0 of the current Title V permit be amended to reflect the proposed control device for the dehydration unit and the existing permit conditions be kept.

A process flow diagram is included as Attachment F.

1.2. SOURCE STATUS

WVDEP must make stationary source determinations on a case-by-case basis using the guidance under the Clean Air Act (CAA) and EPA's and WVDEP's implementing regulations. WVDEP has previously determined that the Burnsville Station is a separate stationary source. There have been no changes to the information provided that would change that determination. Therefore, the Burnsville Station should be considered a separate stationary source with respect to permitting programs, including Title V and Prevention of Significant Deterioration (PSD). As discussed in this application, the facility is a minor source of air emissions with respect to New Source Review (NSR) and will remain a major source with respect to Title V permitting.

1.3. R-13 APPLICATION ORGANIZATION

This West Virginia Code of State Regulations, Title 45 (CSR) Series 13 (45 CSR 13) R-13 permit application is

organized as follows:

- > Section 2: Sample Emission Source Calculations;
- > Section 3: R-13 and Permission to Commence Construction Application Forms;
- > Attachment A: Business Certificate;
- > Attachment B: Map;
- > Attachment C: Installation and Start Up Schedule;
- > Attachment D: Regulatory Discussion;
- > Attachment E: Plot Plan;
- > Attachment F: Detailed Process Flow Diagram;
- > Attachment G: Process Description;
- > Attachment I: Emission Units Table;
- > Attachment J: Emission Points Data Summary Sheet;
- > Attachment K: Fugitive Emissions Data Summary Sheet;
- > Attachment N: Supporting Emission Calculations;
- > Attachment O: Monitoring/Recordkeeping/Reporting/Testing Plans; and
- > Attachment P: Legal Ad
- > Attachment S: Title V Revision

2. SAMPLE EMISSION SOURCE CALCULATIONS

Emissions from the proposed project will result from combustion in the flare. Emissions from combustion are calculated using published emission factors and the maximum heat input for the flare. The project will not result in any change in emissions from the existing units controlled by the combustor as the control efficiency will remain unchanged. Detailed Emission calculations for the equipment affected by this project are presented in Attachment N.

3. R-13 APPLICATION FORMS

The WVDEP permit application forms contained in this application include all applicable R-13 application forms including the required attachments.



**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF AIR QUALITY**

601 57th Street, SE
Charleston, WV 25304
(304) 926-0475
www.dep.wv.gov/daq

**APPLICATION FOR NSR PERMIT
AND
TITLE V PERMIT REVISION
(OPTIONAL)**

PLEASE CHECK ALL THAT APPLY TO NSR (45CSR13) (IF KNOWN):

- CONSTRUCTION MODIFICATION RELOCATION
 CLASS I ADMINISTRATIVE UPDATE TEMPORARY
 CLASS II ADMINISTRATIVE UPDATE AFTER-THE-FACT

PLEASE CHECK TYPE OF 45CSR30 (TITLE V) REVISION (IF ANY):

- ADMINISTRATIVE AMENDMENT MINOR MODIFICATION
 SIGNIFICANT MODIFICATION

IF ANY BOX ABOVE IS CHECKED, INCLUDE TITLE V REVISION INFORMATION AS ATTACHMENT S TO THIS APPLICATION

FOR TITLE V FACILITIES ONLY: Please refer to "Title V Revision Guidance" in order to determine your Title V Revision options (Appendix A, "Title V Permit Revision Flowchart") and ability to operate with the changes requested in this Permit Application.

Section I. General

1. Name of applicant (as registered with the WV Secretary of State's Office): Equitrans LP		2. Federal Employer ID No. (FEIN): 25-1776875	
3. Name of facility (if different from above): Burnsville Compressor Station		4. The applicant is the: <input type="checkbox"/> OWNER <input type="checkbox"/> OPERATOR <input checked="" type="checkbox"/> BOTH	
5A. Applicant's mailing address: P.O Box 191 Burnsville, WV 26335		5B. Facility's present physical address: Kanawha Ave Burnsville, WV 26335	
6. West Virginia Business Registration. Is the applicant a resident of the State of West Virginia? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO - If YES, provide a copy of the Certificate of Incorporation/Organization/Limited Partnership (one page) including any name change amendments or other Business Registration Certificate as Attachment A . - If NO, provide a copy of the Certificate of Authority/Authority of L.L.C./Registration (one page) including any name change amendments or other Business Certificate as Attachment A .			
7. If applicant is a subsidiary corporation, please provide the name of parent corporation: EQT Corporation			
8. Does the applicant own, lease, have an option to buy or otherwise have control of the proposed site? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO - If YES, please explain: Applicant owns the site - If NO, you are not eligible for a permit for this source.			
9. Type of plant or facility (stationary source) to be constructed, modified, relocated, administratively updated or temporarily permitted (e.g., coal preparation plant, primary crusher, etc.): Natural Gas Compressor Station		10. North American Industry Classification System (NAICS) code for the facility: 486210	
11A. DAQ Plant ID No. (for existing facilities only): 3540700006		11B. List all current 45CSR13 and 45CSR30 (Title V) permit numbers associated with this process (for existing facilities only): R30-0007000006-2013	

All of the required forms and additional information can be found under the Permitting Section of DAQ's website, or requested by phone.

12A.

- For **Modifications, Administrative Updates or Temporary permits** at an existing facility, please provide directions to the *present location* of the facility from the nearest state road;
- For **Construction or Relocation permits**, please provide directions to the *proposed new site location* from the nearest state road. Include a **MAP as Attachment B**.

From Charleston, WV take Interstate 79 North to the Burnsville Exit. Go to the Exxon station and turn left. Turn left at the next intersection. Stay on this road, as it passes the grade school and goes under the interstate. Cross the railroad tracks and go down the bank. Station is on the right.

12.B. New site address (if applicable):	12C. Nearest city or town: Burnsville	12D. County: Braxton
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12.E. UTM Northing (KM): 4,301.40	12F. UTM Easting (KM): 529.40	12G. UTM Zone: 17
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13. Briefly describe the proposed change(s) at the facility:

EQT is modifying the existing flare to replace the flare tip and install a new pilot to meet the design criteria specified in 63.11(b).

14A. Provide the date of anticipated installation or change: – If this is an After-The-Fact permit application, provide the date upon which the proposed change did happen: 11/14/2014	14B. Date of anticipated Start-Up if a permit is granted: / /
--	--

14C. Provide a **Schedule** of the planned **Installation of/Change** to and **Start-Up** of each of the units proposed in this permit application as **Attachment C** (if more than one unit is involved).

15. Provide maximum projected **Operating Schedule** of activity/activities outlined in this application:

Hours Per Day 24 Days Per Week 7 Weeks Per Year 52

16. Is demolition or physical renovation at an existing facility involved? YES NO

17. **Risk Management Plans.** If this facility is subject to 112(r) of the 1990 CAAA, or will become subject due to proposed changes (for applicability help see www.epa.gov/ceppo), submit your **Risk Management Plan (RMP)** to U. S. EPA Region III.

18. **Regulatory Discussion.** List all Federal and State air pollution control regulations that you believe are applicable to the proposed process (*if known*). A list of possible applicable requirements is also included in Attachment S of this application (Title V Permit Revision Information). Discuss applicability and proposed demonstration(s) of compliance (*if known*). Provide this information as **Attachment D**.

Section II. Additional attachments and supporting documents.

19. Include a check payable to WVDEP – Division of Air Quality with the appropriate **application fee** (per 45CSR22 and 45CSR13).

20. Include a **Table of Contents** as the first page of your application package.

21. Provide a **Plot Plan**, e.g. scaled map(s) and/or sketch(es) showing the location of the property on which the stationary source(s) is or is to be located as **Attachment E** (Refer to **Plot Plan Guidance**).

- Indicate the location of the nearest occupied structure (e.g. church, school, business, residence).

22. Provide a **Detailed Process Flow Diagram(s)** showing each proposed or modified emissions unit, emission point and control device as **Attachment F**.

23. Provide a **Process Description** as **Attachment G**.

- Also describe and quantify to the extent possible all changes made to the facility since the last permit review (if applicable).

All of the required forms and additional information can be found under the Permitting Section of DAQ's website, or requested by phone.

24. Provide **Material Safety Data Sheets (MSDS)** for all materials processed, used or produced as **Attachment H**.
 – For chemical processes, provide a MSDS for each compound emitted to the air.

25. Fill out the **Emission Units Table** and provide it as **Attachment I**.

26. Fill out the **Emission Points Data Summary Sheet (Table 1 and Table 2)** and provide it as **Attachment J**.

27. Fill out the **Fugitive Emissions Data Summary Sheet** and provide it as **Attachment K**.

28. Check all applicable **Emissions Unit Data Sheets** listed below:

<input type="checkbox"/> Bulk Liquid Transfer Operations	<input type="checkbox"/> Haul Road Emissions	<input type="checkbox"/> Quarry
<input type="checkbox"/> Chemical Processes	<input type="checkbox"/> Hot Mix Asphalt Plant	<input type="checkbox"/> Solid Materials Sizing, Handling and Storage Facilities
<input type="checkbox"/> Concrete Batch Plant	<input type="checkbox"/> Incinerator	<input type="checkbox"/> Storage Tanks
<input type="checkbox"/> Grey Iron and Steel Foundry	<input type="checkbox"/> Indirect Heat Exchanger	
<input type="checkbox"/> General Emission Unit, specify		

Fill out and provide the **Emissions Unit Data Sheet(s)** as **Attachment L**.

29. Check all applicable **Air Pollution Control Device Sheets** listed below:

<input type="checkbox"/> Absorption Systems	<input type="checkbox"/> Baghouse	<input checked="" type="checkbox"/> Flare
<input type="checkbox"/> Adsorption Systems	<input type="checkbox"/> Condenser	<input type="checkbox"/> Mechanical Collector
<input type="checkbox"/> Afterburner	<input type="checkbox"/> Electrostatic Precipitator	<input type="checkbox"/> Wet Collecting System
<input type="checkbox"/> Other Collectors, specify		

Fill out and provide the **Air Pollution Control Device Sheet(s)** as **Attachment M**.

30. Provide all **Supporting Emissions Calculations** as **Attachment N**, or attach the calculations directly to the forms listed in Items 28 through 31.

31. **Monitoring, Recordkeeping, Reporting and Testing Plans.** Attach proposed monitoring, recordkeeping, reporting and testing plans in order to demonstrate compliance with the proposed emissions limits and operating parameters in this permit application. Provide this information as **Attachment O**.

➤ Please be aware that all permits must be practically enforceable whether or not the applicant chooses to propose such measures. Additionally, the DAQ may not be able to accept all measures proposed by the applicant. If none of these plans are proposed by the applicant, DAQ will develop such plans and include them in the permit.

32. **Public Notice.** At the time that the application is submitted, place a **Class I Legal Advertisement** in a newspaper of general circulation in the area where the source is or will be located (See 45CSR§13-8.3 through 45CSR§13-8.5 and **Example Legal Advertisement** for details). Please submit the **Affidavit of Publication** as **Attachment P** immediately upon receipt.

33. **Business Confidentiality Claims.** Does this application include confidential information (per 45CSR31)?

YES NO

➤ If **YES**, identify each segment of information on each page that is submitted as confidential and provide justification for each segment claimed confidential, including the criteria under 45CSR§31-4.1, and in accordance with the DAQ's "**Precautionary Notice – Claims of Confidentiality**" guidance found in the **General Instructions** as **Attachment Q**.

Section III. Certification of Information

34. **Authority/Delegation of Authority.** Only required when someone other than the responsible official signs the application. Check applicable **Authority Form** below:

<input type="checkbox"/> Authority of Corporation or Other Business Entity	<input type="checkbox"/> Authority of Partnership
<input type="checkbox"/> Authority of Governmental Agency	<input type="checkbox"/> Authority of Limited Partnership

Submit completed and signed **Authority Form** as **Attachment R**.

All of the required forms and additional information can be found under the Permitting Section of DAQ's website, or requested by phone.

35A. **Certification of Information.** To certify this permit application, a Responsible Official (per 45CSR§13-2.22 and 45CSR§30-2.28) or Authorized Representative shall check the appropriate box and sign below.

Certification of Truth, Accuracy, and Completeness

I, the undersigned **Responsible Official** / **Authorized Representative**, hereby certify that all information contained in this application and any supporting documents appended hereto, is true, accurate, and complete based on information and belief after reasonable inquiry I further agree to assume responsibility for the construction, modification and/or relocation and operation of the stationary source described herein in accordance with this application and any amendments thereto, as well as the Department of Environmental Protection, Division of Air Quality permit issued in accordance with this application, along with all applicable rules and regulations of the West Virginia Division of Air Quality and W.Va. Code § 22-5-1 et seq. (State Air Pollution Control Act). If the business or agency changes its Responsible Official or Authorized Representative, the Director of the Division of Air Quality will be notified in writing within 30 days of the official change.

Compliance Certification

Except for requirements identified in the Title V Application for which compliance is not achieved, I, the undersigned hereby certify that, based on information and belief formed after reasonable inquiry, all air contaminant sources identified in this application are in compliance with all applicable requirements.

SIGNATURE *Diana M Charletta* DATE: 5/19/15
(Please use blue ink) (Please use blue ink)

35B. Printed name of signee: Diana Charletta		35C. Title: Sr. Vice President
35D. E-mail: dcharletta@eqt.com	36E. Phone:	36F. FAX:
36A. Printed name of contact person (if different from above): Mark A. Sowa		36B. Title: Sr. Environmental Coordinator
36C. E-mail: msowa@eqt.com	36D. Phone: 412-395-3654	36E. FAX:

PLEASE CHECK ALL APPLICABLE ATTACHMENTS INCLUDED WITH THIS PERMIT APPLICATION:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Attachment A: Business Certificate | <input checked="" type="checkbox"/> Attachment K: Fugitive Emissions Data Summary Sheet |
| <input checked="" type="checkbox"/> Attachment B: Map(s) | <input type="checkbox"/> Attachment L: Emissions Unit Data Sheet(s) |
| <input checked="" type="checkbox"/> Attachment C: Installation and Start Up Schedule | <input checked="" type="checkbox"/> Attachment M: Air Pollution Control Device Sheet(s) |
| <input checked="" type="checkbox"/> Attachment D: Regulatory Discussion | <input checked="" type="checkbox"/> Attachment N: Supporting Emissions Calculations |
| <input checked="" type="checkbox"/> Attachment E: Plot Plan | <input checked="" type="checkbox"/> Attachment O: Monitoring/Recordkeeping/Reporting/Testing Plans |
| <input checked="" type="checkbox"/> Attachment F: Detailed Process Flow Diagram(s) | <input checked="" type="checkbox"/> Attachment P: Public Notice |
| <input checked="" type="checkbox"/> Attachment G: Process Description | <input type="checkbox"/> Attachment Q: Business Confidential Claims |
| <input type="checkbox"/> Attachment H: Material Safety Data Sheets (MSDS) | <input type="checkbox"/> Attachment R: Authority Forms |
| <input checked="" type="checkbox"/> Attachment I: Emission Units Table | <input type="checkbox"/> Attachment S: Title V Permit Revision Information |
| <input checked="" type="checkbox"/> Attachment J: Emission Points Data Summary Sheet | <input checked="" type="checkbox"/> Application Fee |

Please mail an original and three (3) copies of the complete permit application with the signature(s) to the DAQ, Permitting Section, at the address listed on the first page of this application. Please DO NOT fax permit applications.

FOR AGENCY USE ONLY – IF THIS IS A TITLE V SOURCE:

- Forward 1 copy of the application to the Title V Permitting Group and:
- For Title V Administrative Amendments:
 - NSR permit writer should notify Title V permit writer of draft permit,
- For Title V Minor Modifications:
 - Title V permit writer should send appropriate notification to EPA and affected states within 5 days of receipt,
 - NSR permit writer should notify Title V permit writer of draft permit.
- For Title V Significant Modifications processed in parallel with NSR Permit revision:
 - NSR permit writer should notify a Title V permit writer of draft permit,
 - Public notice should reference both 45CSR13 and Title V permits,
 - EPA has 45 day review period of a draft permit.

All of the required forms and additional information can be found under the Permitting Section of DAQ's website, or requested by phone.

ATTACHMENT A

Business Certificate

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**EQUITRANS LIMITED PARTNERSHIP
DBA EQT MIDSTREAM
1710 PENNSYLVANIA AVE
CHARLESTON, WV 25302-3934**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1023-5643

This certificate is issued on: 06/22/2011

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

ATTACHMENT B

Map



ATTACHMENT C

Installation and Start Up Schedule

ATTACHMENT C

Schedule of Planned Installation and Start-Up

Unit	Installation Schedule	Startup Schedule
Dehydration Flare (FLARE)	November 2014	November 2014

ATTACHMENT D

Regulatory Discussion

ATTACHMENT D - REGULATORY APPLICABILITY

This section documents the applicability determinations made for Federal and State air quality regulations. The monitoring, recordkeeping, reporting, and testing plan is presented in Attachment O. In this section, applicability or non-applicability of the following regulatory programs is addressed:

- > Prevention of Significant Deterioration (PSD) permitting;
- > Title V of the 1990 Clean Air Act Amendments;
- > New Source Performance Standards (NSPS);
- > National Emission Standards for Hazardous Air Pollutants (NESHAP); and
- > West Virginia State Implementation Plan (SIP) regulations.

This review is presented to supplement and/or add clarification to the information provided in the WVDEP R13 permit application forms, which fulfill the requirement to include citations and descriptions of applicable statutory and administrative code requirements.

In addition to providing a summary of applicable requirements, this section of the application also provides non-applicability determinations for certain regulations, allowing the WVDEP to confirm that identified regulations are not applicable to the Burnsville Station. Note that explanations of non-applicability are limited to those regulations for which there may be some question of applicability specific to the operations at the Burnsville Station. Regulations that are categorically non-applicable are not discussed (e.g., NSPS Subpart J, Standards of Performance for Petroleum Refineries).

Prevention of Significant Deterioration (PSD) Source Classification

Federal construction permitting programs regulate new and modified sources of attainment pollutants under Prevention of Significant Deterioration (PSD) and new and modified sources of non-attainment pollutants under Non-Attainment New Source Review (NNSR). The Burnsville Station is in an area designated as attainment. Therefore, NNSR is not applicable. PSD regulations apply when a major source makes a change, such as installing new equipment or modifying existing equipment, and a significant increase in emissions results from the change. The Burnsville Station is currently a major source with respect to the PSD program. The control device modification will not result in an increase in emissions from the dehydrator and potential emissions from the dehydrator are below PSD applicability thresholds. As such, PSD permitting is not triggered by this activity.

Title V Operating Permit Program

Title 40 of the Code of Federal Regulations Part 70 (40 CFR 70) establishes the federal Title V operating permit program. West Virginia has incorporated the provisions of this federal program in its Title V operating permit program in West Virginia Code of State Regulations (CSR) 45-30. The major source thresholds with respect to the West Virginia Title V operating permit program regulations are 10 tons per year (tpy) of a single HAP, 25 tpy of any combination of HAP and 100 tpy of all other regulated pollutants.¹ The Burnsville Station is classified as a major source for Title V purposes and currently operates under Title V operating permit R30-007000006-2013. The Burnsville Station will remain a major source for Title V purposes. Equitrans requests that the R13 permit modifications be incorporated into the Title V permit once the R13 permit is issued.

¹ On June 23, 2014, the U.S Supreme Court decision in the case of *Utility Air Regulatory Group v. EPA* effectively changed the permitting procedures for GHGs under the PSD and Title V programs.

New Source Performance Standards

New Source Performance Standards (NSPS), located in 40 CFR 60, require new, modified, or reconstructed sources to control emissions to the level achievable by the best demonstrated technology as specified in the applicable provisions. Moreover, any source subject to an NSPS is also subject to the general provisions of NSPS Subpart A, except where expressly noted.

Neither the flare nor the glycol dehydrator is an affected facility in under potentially applicable NSPS.

National Emission Standards for Hazardous Air Pollutants (NESHAP)

Part 63 NESHAP allowable emission limits are established on the basis of a maximum achievable control technology (MACT) determination for a particular major source. A HAP major source is defined as having potential emissions in excess of 25 tpy for total HAP and/or potential emissions in excess of 10 tpy for any individual HAP. The Burnsville Station is a minor source of HAP since its potential emissions of HAP are less than the 10/25 major source thresholds. The dehydrator is subject to 40 CFR 63 Subpart HH, as incorporated in the existing Title V permit. The modified flare meets the design requirements located in Section 5 of the current Title V permit.

West Virginia SIP Regulations

The Burnsville Station is currently permitted under the regulations contained in West Virginia's Title 45 Legislative Rule Department of Environmental Protection Office of Air Quality (WVDEP regulations). The Code of State regulations fall under two main categories, those regulations that are generally applicable (e.g., permitting requirements), and those that have specific applicability (e.g., PM standards for manufacturing equipment).

45 CSR 6: Control of Air Pollution from the Combustion of Refuse

45 CSR 6 applies to activities involving incineration of refuse, defined as "the destruction of combustible refuse by burning in a furnace designed for that purpose. For the purposes of this rule, the destruction of any combustible liquid or gaseous material by burning in a flare or flare stack, thermal oxidizer or thermal catalytic oxidizer stack shall be considered incineration." The proposed dehydrator flare is an incinerator and therefore must comply with this regulation. Per 45 CSR 6-4.3, opacity of emissions from this unit shall not exceed 20 percent, except as provided by 4.4. PM emissions from this unit will not exceed the levels calculated in accordance with 6-4.1.

45 CSR 16: Standards of Performance for New Stationary Sources

45 CSR 16-1 incorporates the federal Clean Air Act (CAA) standards of performance for new stationary sources set forth in 40 CFR Part 60 by reference. As noted above, no NSPS are applicable to the proposed change.

45 CSR 34: Emissions Standards for Hazardous Air Pollutants

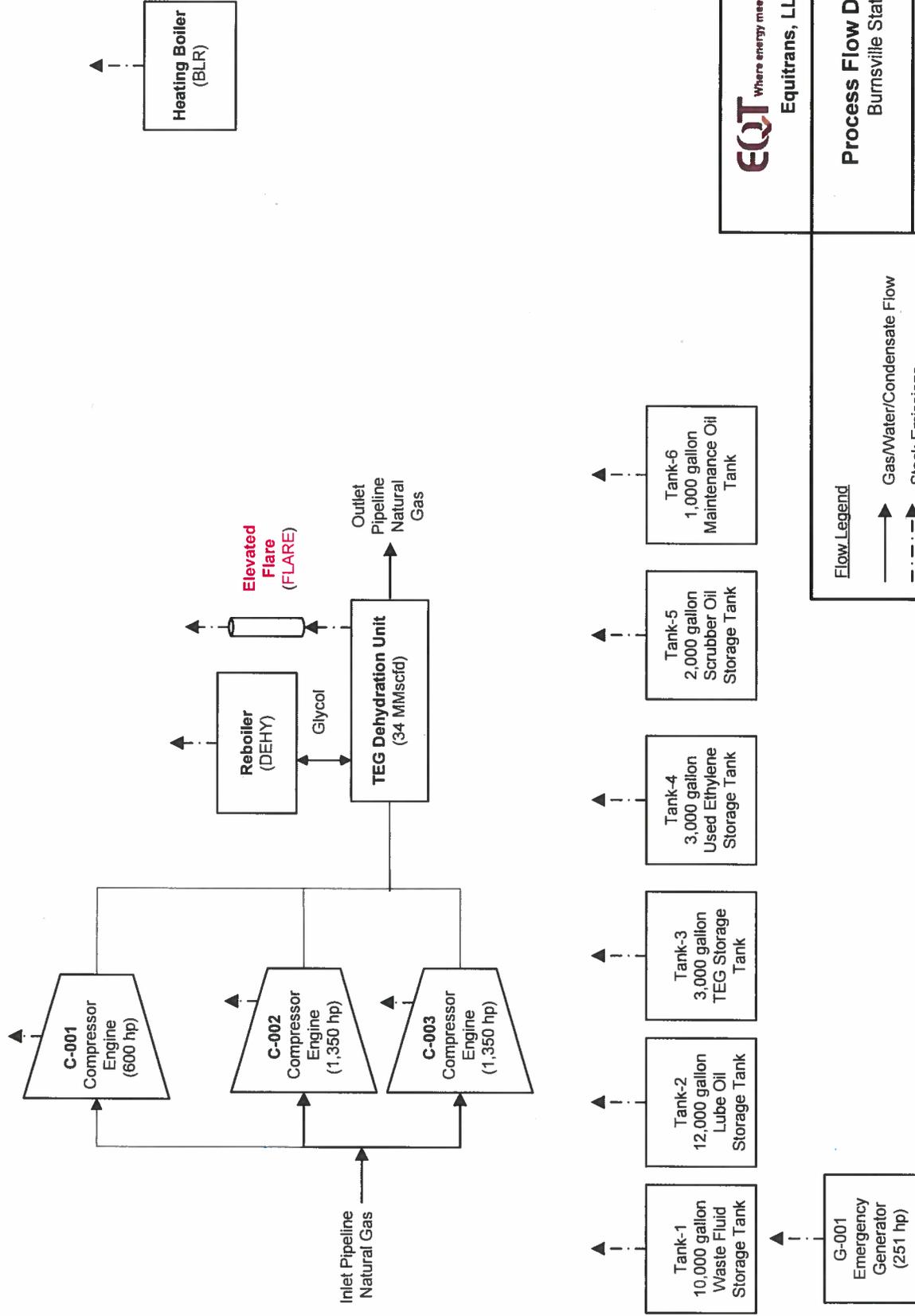
45 CSR 34-1 incorporates the federal Clean Air Act (CAA) national emissions standards for hazardous air pollutants (NESHAPs) as set forth in 40 CFR Parts 61 and 63 by reference. As noted above, no NESHAP are applicable to the proposed change.

ATTACHMENT E

Plot Plan

ATTACHMENT F

Detailed Process Flow Diagram



Flow Legend
 ——— Gas/Water/Condensate Flow
 - - - - - Stack Emissions

EQT *Where energy meets innovation.*
Equitrans, LLP

Process Flow Diagram
 Burnsville Station

Trinity
Consultants

May 2015

ATTACHMENT G

Process Description

ATTACHMENT G - PROCESS DESCRIPTION

EQT is submitting this application to modify the dehydration flare at the Burnsville Compressor Station to meet the design criteria in the current Title V permit.

A process flow diagram is included as Attachment F.

ATTACHMENT I

Emission Units Table

Attachment I

Emission Units Table

(includes all emission units and air pollution control devices
that will be part of this permit application review, regardless of permitting status)

Emission Unit ID ¹	Emission Point ID ²	Emission Unit Description	Year Installed/ Modified	Design Capacity	Type ³ and Date of Change	Control Device ⁴
C001	C001	Reciprocating Engine / Integral Compressor Superior, Model No. 66-825, Serial No. 300339	1984	600 HP	Existing, No Change	None
C002	C002	Reciprocating Engine / Integral Compressor; Cooper Bessemer Model GMVH Serial No 48957	1984	1,350 HP	Existing, No Change	None
C003	C003	Reciprocating Engine / Integral Compressor; Cooper Bessemer Model GMVH Serial No 48958	1984	1,350 HP	Existing, No Change	None
001-04	C-004	Reciprocating Engine/Integral Compressor; Cooper Bessemer Model GMVH10; Serial #48770	1980	1800 HP	Existing, No Change	None
G-001	G-001	Natural Gas Fired Electric Generator; Cummins Model GTA 743; Serial #25125199	1984	251 HP	Existing, No Change	None
TEG	FLARE-1	TEG Dehydrator	1984	34 MMSCFD	Existing, No Change	FLARE
BLR	BLR	Heating Boiler	1984	1.25 MMBTU/hr	Existing, No Change	None
DEHY	DEHY	Dehydration Boiler	1984	0.025 MMcf/day	Existing, No Change	None
FLARE	FLARE	Dehydration Flare John Zink : EEF-U-4 Model 320-2	2014	1.02 MMBtu/hr 50,000 Btu/hr (Pilot)	Modified	None
Tank-1	Tank-1	Waste Fluid Tank	1993	10,000 gallons	Existing, No Change	None
Tank-2	Tank-2	Lube Oil Tank	1993	12,000 gallons	Existing, No Change	None

Tank-3	Tank-3	Triethylene Glycol Tank	1993	3,000 gallons	Existing, No Change	None
Tank-4	Tank-4	Ethylene Glycol Tank	1993	3,000 gallons	Existing, No Change	None
Tank-5	Tank-5	Scrubber Oil Tank	1993	2,000 gallons	Existing, No Change	None
Tank-6	Tank-6	Maintenance Oil Tank	1993	1,000 gallons	Existing, No Change	None

¹ For Emission Units (or Sources) use the following numbering system: 1S, 2S, 3S,... or other appropriate designation.

² For Emission Points use the following numbering system: 1E, 2E, 3E, ... or other appropriate designation.

³ New, modification, removal

⁴ For Control Devices use the following numbering system: 1C, 2C, 3C,... or other appropriate designation.

ATTACHMENT J

Emission Points Data Summary Sheet

**Attachment J
EMISSION POINTS DATA SUMMARY SHEET**

Table 1: Emissions Data															
Emission Point ID No. (Must match Emission Units Table & Plot Plan)	Emission Point Type ¹	Emission Unit Vented Through This Point (Must match Emission Units Table & Plot Plan)		Air Pollution Control Device (Must match Emission Units Table & Plot Plan)		Vent Time for Emission Unit (chemical processes only)		All Regulated Pollutants - Chemical Name/CAS ³ (Speciate VOCs & HAPS)	Maximum Potential Uncontrolled Emissions ⁴		Maximum Potential Controlled Emissions ⁵		Emission Form or Phase (At exit conditions, Solid, Liquid or Gas/Vapor)	Est. Method Used ⁶	Emission Concentration ⁷ (ppmv or mg/m ³)
		ID No.	Source	ID No.	Device Type	Short Term ²	Max (hr/yr)		lb/hr	ton/yr	lb/hr	ton/yr			
FLARE	Upward vertical stack	DEHY	Dehydrator	NA	NA	NA	NA	NO _x CO SO ₂ PM/PM ₁₀ /PM _{2.5} CO _{2e}	1.54 1.29 0.01 0.12 119	6.73 5.65 0.04 0.51 523	1.54 1.29 0.01 0.12 119	6.73 5.65 0.04 0.51 523	Gas/Vapor	O ³	NA
FLARE (PILOT)	Upward vertical stack	DEHY	Dehydrator	NA	NA	NA	NA	NO _x CO SO ₂ PM/PM ₁₀ /PM _{2.5} CO _{2e}	0.01 <0.01 <0.01 <0.01 6	0.02 0.02 <0.01 <0.01 27	0.01 <0.01 <0.01 <0.01 6	0.02 0.02 <0.01 <0.01 27	Gas/Vapor	O ³	NA

A - Emissions calculated using AP-42 and 40 CFR Part 98 Subpart C. Note that VOC emissions are reported under the dehydrator.

The EMISSION POINTS DATA SUMMARY SHEET provides a summation of emissions by emission unit. Note that uncaptured process emission unit emissions are not typically considered to be fugitive and must be accounted for on the appropriate EMISSIONS UNIT DATA SHEET and on the EMISSION POINTS DATA SUMMARY SHEET. Please note that total emissions from the source are equal to all vented emissions, all fugitive emissions, plus all other emissions (e.g. uncaptured emissions). Please complete the FUGITIVE EMISSIONS DATA SUMMARY SHEET for fugitive emission activities.

¹ Please add descriptors such as upward vertical stack, downward vertical stack, horizontal stack, relief vent, rain cap, etc.

² Indicate by "C" if venting is continuous. Otherwise, specify the average short-term venting rate with units, for intermittent venting (i.e., 15 min/hr). Indicate as many rates as needed to clarify frequency of venting (e.g., 5 min/day, 2 days/wk).

³ List all regulated air pollutants. Speciate VOCs, including all HAPs. Follow chemical name with Chemical Abstracts Service (CAS) number. LIST Acids, CO, CS₂, VOCs, H₂S, Inorganics, Lead, Organics, O₃, NO, NO₂, SO₂, SO₃, all applicable Greenhouse Gases (including CO₂ and methane), etc. DO NOT LIST H₂, H₂O, N₂, O₂, and Noble Gases.

⁴ Give maximum potential emission rate with no control equipment operating. If emissions occur for less than 1 hr, then record emissions per batch in minutes (e.g. 5 lb VOC/20 minute batch).

⁵ Give maximum potential emission rate with proposed control equipment operating. If emissions occur for less than 1 hr, then record emissions per batch in minutes (e.g. 5 lb VOC/20 minute batch).

⁶ Indicate method used to determine emission rate as follows: MB = material balance, ST = stack test (give date of test), EE = engineering estimate. O = other (specify).

⁷ Provide for all pollutant emissions. Typically, the units of parts per million by volume (ppmv) are used. If the emission is a mineral acid (sulfuric, nitric, hydrochloric or phosphoric) use units of milligram per dry cubic meter (mg/m³) at standard conditions (68 °F and 29.92 inches Hg) (see 45CSR7). If the pollutant is SO₂, use units of ppmv (See 45CSR10).

ATTACHMENT K

Fugitive Emissions Data Summary Sheet

Attachment K

FUGITIVE EMISSIONS DATA SUMMARY SHEET

The FUGITIVE EMISSIONS SUMMARY SHEET provides a summation of fugitive emissions. Fugitive emissions are those emissions which could not reasonably pass through a stack, chimney, vent or other functionally equivalent opening. Note that uncaptured process emissions are not typically considered to be fugitive, and must be accounted for on the appropriate EMISSIONS UNIT DATA SHEET and on the EMISSION POINTS DATA SUMMARY SHEET.

Please note that total emissions from the source are equal to all vented emissions, all fugitive emissions, plus all other emissions (e.g. uncaptured emissions).

APPLICATION FORMS CHECKLIST - FUGITIVE EMISSIONS
1.) Will there be haul road activities? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (no change to existing) <input type="checkbox"/> If YES, then complete the HAUL ROAD EMISSIONS UNIT DATA SHEET.
2.) Will there be Storage Piles? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If YES, complete Table 1 of the NONMETALLIC MINERALS PROCESSING EMISSIONS UNIT DATA SHEET.
3.) Will there be Liquid Loading/Unloading Operations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (no change to existing) <input type="checkbox"/> If YES, complete the BULK LIQUID TRANSFER OPERATIONS EMISSIONS UNIT DATA SHEET.
4.) Will there be emissions of air pollutants from Wastewater Treatment Evaporation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If YES, complete the GENERAL EMISSIONS UNIT DATA SHEET.
5.) Will there be Equipment Leaks (e.g. leaks from pumps, compressors, in-line process valves, pressure relief devices, open-ended valves, sampling connections, flanges, agitators, cooling towers, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (no change to existing) <input type="checkbox"/> If YES, complete the LEAK SOURCE DATA SHEET section of the CHEMICAL PROCESSES EMISSIONS UNIT DATA SHEET.
6.) Will there be General Clean-up VOC Operations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If YES, complete the GENERAL EMISSIONS UNIT DATA SHEET.
7.) Will there be any other activities that generate fugitive emissions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If YES, complete the GENERAL EMISSIONS UNIT DATA SHEET or the most appropriate form.
If you answered "NO" to all of the items above, it is not necessary to complete the following table, "Fugitive Emissions Summary."

FUGITIVE EMISSIONS SUMMARY	All Regulated Pollutants Chemical Name/CAS ¹	Maximum Potential Uncontrolled Emissions ²		Maximum Potential Controlled Emissions ³		Est. Method Used ⁴
		lb/hr	ton/yr	lb/hr	ton/yr	
Haul Road/Road Dust Emissions Paved Haul Roads	NA	---	---	---	---	---
Unpaved Haul Roads	PM PM ₁₀ PM _{2.5}	---	---	---	---	---
Storage Pile Emissions	NA	---	---	---	---	---
Loading/Unloading Operations	VOC	---	---	---	---	---
Wastewater Treatment Evaporation & Operations	NA	---	---	---	---	---
Equipment Leaks	VOC	---	---	---	---	---
General Clean-up VOC Emissions	NA	---	---	---	---	---
Other	NA	---	---	---	---	---

¹ List all regulated air pollutants. Speciate VOCs, including all HAPs. Follow chemical name with Chemical Abstracts Service (CAS) number. LIST Acids, CO, CS₂, VOCs, H₂S, Inorganics, Lead, Organics, O₃, NO, NO₂, SO₂, SO₃, all applicable Greenhouse Gases (including CO₂ and methane), etc. DO NOT LIST H₂, H₂O, N₂, O₂, and Noble Gases.

² Give rate with no control equipment operating. If emissions occur for less than 1 hr, then record emissions per batch in minutes (e.g. 5 lb VOC/20 minute batch).

³ Give rate with proposed control equipment operating. If emissions occur for less than 1 hr, then record emissions per batch in minutes (e.g. 5 lb VOC/20 minute batch).

⁴ Indicate method used to determine emission rate as follows: MB = material balance; ST = stack test (give date of test); EE = engineering estimate; O = other (specify).

ATTACHMENT M

Control Device Data Sheet

Steam Injection

20. Will steam injection be used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	21. Steam pressure PSIG Minimum Expected: Design Maximum:
22. Total Steam flow rate: LB/hr	23. Temperature: °F
24. Velocity ft/sec	25. Number of jet streams
26. Diameter of steam jets: in	27. Design basis for steam injected: LB steam/LB hydrocarbon
28. How will steam flow be controlled if steam injection is used?	

Characteristics of the Waste Gas Stream to be Burned

29. Name	Quantity Grains of H ₂ S/100 ft ³	Quantity (LB/hr, ft ³ /hr, etc)	Source of Material
See attached emissions calculations			
30. Estimate total combustible to flare: (Maximum mass flow rate of waste gas)		LB/hr scf/day	
31. Estimated total flow rate to flare including materials to be burned, carrier gases, auxiliary fuel, etc.:			
32. Give composition of carrier gases:			
33. Temperature of emission stream: > 200 °F Heating value of emission stream: See attached design analysis BTU/ft ³ Mean molecular weight of emission stream: MW = lb/lb-mole	34. Identify and describe all auxiliary fuels to be burned. See attached design analysis BTU/scf BTU/scf BTU/scf BTU/scf BTU/scf		
35. Temperature of flare gas: °F	36. Flare gas flow rate: scf/min		
37. Flare gas heat content: BTU/ft³	38. Flare gas exit velocity: scf/min		
39. Maximum rate during emergency for one major piece of equipment or process unit:			scf/min
40. Maximum rate during emergency for one major piece of equipment or process unit:			BTU/min
41. Describe any air pollution control device inlet and outlet gas conditioning processes (e.g., gas cooling, gas reheating, gas humidification):			
42. Describe the collection material disposal system:			
43. Have you included Flare Control Device in the Emissions Points Data Summary Sheet?			

44. Proposed Monitoring, Recordkeeping, Reporting, and Testing
 Please propose monitoring, recordkeeping, and reporting in order to demonstrate compliance with the proposed operating parameters. Please propose testing in order to demonstrate compliance with the proposed emissions limits.

<p>MONITORING: See section 5.2 of Title V permit</p>	<p>RECORDKEEPING: See section 5.4 of Title V permit</p>
--	---

<p>REPORTING: See section 5.5 of Title V permit</p>	<p>TESTING: See section 5.3 of Title V permit</p>
---	---

MONITORING: Please list and describe the process parameters and ranges that are proposed to be monitored in order to demonstrate compliance with the operation of this process equipment or air control device.

RECORDKEEPING: Please describe the proposed recordkeeping that will accompany the monitoring.

REPORTING: Please describe any proposed emissions testing for this process equipment on air pollution control device.

TESTING: Please describe any proposed emissions testing for this process equipment on air pollution control device.

45. Manufacturer's Guaranteed Capture Efficiency for each air pollutant.
 VOC – 95%
 HAP – 95%

46. Manufacturer's Guaranteed Control Efficiency for each air pollutant.
 VOC – $\geq 95\%$
 HAP – $\geq 95\%$

47. Describe all operating ranges and maintenance procedures required by Manufacturer to maintain warranty.



**JOHN ZINK
HAMWORTHY**
COMBUSTION

International Headquarters
11920 East Apache Street
Tulsa, OK 74116
918/234-1800

September 9, 2014

Ryan Hoffman
EQT Corporation
1710 Pennsylvania Ave.
Charleston, WV 25301
JHhoffman@eqt.com
304-348-5310 Office
304-541-5137 Mobile

RE: Upsize Tip to Meet 40CFR60.18
JZ Quote No. 14-47555 Rev. 0

Mr. Hoffman:

Thank you for your continued confidence in John Zink flare equipment. Per your request, we are pleased to offer the following firm proposal for your review.

We appreciate this opportunity to quote John Zink equipment and services, and look forward to working with you on this project. If you have questions, please do not hesitate to contact us.

Sincerely,

John Zink Company, LLC

Michael O'Dell

Michael O'Dell
Flare Applications Engineer, Aftermarket
Phone: 918-234-2750
Fax: 918-234-5705
e-mail: michael.odell@johnzink.com

Scope of Supply:

Item No.	Description	Total USD	Ready for Shipment*
1	EEF-U-4/2 <ul style="list-style-type: none"> • 310SS shell • 304SS RFWN 150# 2" inlet flange • EEP Pilot • See Datasheets below for more information. • More information will need to be provided for John Zink to accurately place the guy wire clips on the tip. 	\$42,650	11 Weeks**

*After Order Acceptance

**Expedited schedule may be possible.

Design Conditions:

Flow Rate (SCFH)	13100
Temperature (°F)	212
Stream Composition (mass%)	
Water Vapor	93.10
Carbon Dioxide	0.02
Nitrogen	0.01
Methane	0.70
Ethane	0.34
Propane	0.38
i-Butane	0.10
n-Butane	0.25
i-Pentane	0.10
n-Pentane	0.11
Cyclopentane	0.02
n-Hexane	0.09
Cyclohexane	0.06
Other Hexanes	0.09
Heptane	0.23
Methylcyclohexane	0.13
Benzene	0.09
Toluene	0.22
Ethylbenzene	0.05
Xylenes	0.47
C8+	3.45
1000 BTU Assist Gas needed to reach 200 BTU/SCF (SCFH)	2200

SPECIFICATIONS:

The following specifications apply to this equipment except where noted:

1. Welding – AWS and ASME IX
2. Weld Examination & Testing - AWS, John Zink Standard Inspection and Test Plan.

3. Structural Mechanical Design – AISC, ASCE 7-05, where applicable
4. Piping per John Zink Standards
5. All dimensions, material thickness, etc. in this proposal are preliminary and subject to modification, in compliance with specifications, after final engineering.
6. Unless specifically defined in this proposal or the inquiry package, all nozzles on vessels, stacks, etc. will not be designed to accept loads from piping, or other external forces.
7. **One week has been allotted to reach final customer approved drawings.**

QUOTE VALIDITY: Prices are valid through October 3, 2014

FREIGHT TERMS: Ex-Works, origin, Prepay and Add

PAYMENT TERMS: 50% invoiced upon receipt of PO, due net 30 days

50% invoiced upon notification of readiness to ship, due net 30 days

Late Payments: Late payment may result in the job being put on hold. The first payment must be received before shipment of equipment.

TERMS & CONDITIONS:

John Zink General Terms and Conditions of Sale apply, unless otherwise agreed in writing.

NOTES:

1. **Confidentiality:**

The information in this document is confidential and may constitute proprietary information, trade secrets, or other privileged information. Therefore, it must not be disclosed to any person or entity without the written consent of John Zink Company, LLC.

2. **Pricing:**

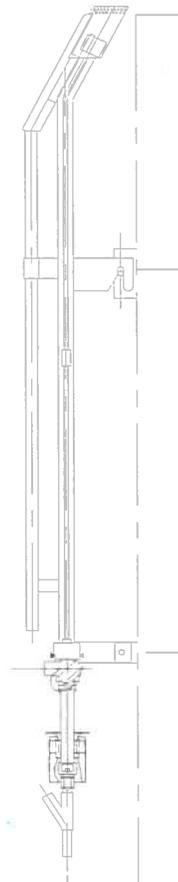
Unless otherwise specified in writing by Zink, Zink's price does not include transportation, crating or packaging charges, or any taxes, excises, duties, tariffs or other governmental charges which Zink may be required to pay or collect under any existing or future law with respect to the sale, transportation, delivery, storage, installation or use of any of the Equipment sold by Zink.

3. **Fabrication:**

John Zink reserves the right to subcontract the fabrication of the equipment included in this proposal. For domestic projects, we reserve the right to use suppliers located in the USA, Mexico, or Canada.

JOHN ZINK EEP-500 FLARE PILOT

MANUFACTURING SPECIFICATIONS			
WELDING	WQS AND WPR PER ASME SECTION IX		
PAINT SPECIFICATION	CARBON STEEL: SSPC-SP6 SURFACE PREPARATION 2 COATS HIGH TEMP. ALUMINUM, 1-2 MILS THICK		
	STAINLESS STEEL: NO COATINGS REQUIRED		
NOZZLE INFORMATION			
DESCRIPTION	SIZE	QUANTITY	TYPE
PILOT GAS INLET	3/4"	1	PLAIN END
FFG IGNITION LINE	1"	1	PLAIN END
THERMOCOUPLE CONNECTIONS	3/4"	1	NPTF
CONSTRUCTION MATERIAL			
SECTION	MATERIAL		
PILOT TIP ASSEMBLY	310 SS		
FFG IGNITION LINE	310 SS		
FUEL LINE	310 SS		
UPPER BRACKET	310 SS		
LOWER BRACKET	310 SS		
MIXER	HF ALLOY		
STRAINER	CS		
DESIGN INFORMATION			
HEAT RELEASE	50,000 BTU/HR		
OVERALL LENGTH	8'-7"		
WEIGHT	75 LB		
ORIFICE SIZE	#54 MTD		
THERMOCOUPLE TYPE	K		
NUMBER OF THERMOCOUPLES	1		
STRAINER MESH	60/100		
UTILITY CONSUMPTION			
NAT. GAS DESIGN FLOW	50 SCFH		
PROPANE GAS DESIGN FLOW	22 SCFH		
NATURAL GAS PRESSURE RANGE	7 TO 20 PSIG (10 PSIG STANDARD)		
PROPANE PRESSURE RANGE	5 TO 15 PSIG (7 PSIG STANDARD)		
PERFORMANCE			
WIND RESISTANCE	125 MPH		
RAIN RESISTANCE	2+ PER HOUR		



**EEF-U-4
UTILITY FLARE TIP**

MANUFACTURING SPECIFICATIONS	
WELDING	WPS AND PQR PER ASME SECTION IX
PAINT	CARBON STEEL: SSPC-SP6 SURFACE PREPARATION 2 COATS HIGH TEMP. ALUMINUM, 1-2 MILS DFT
	STAINLESS STEEL: NONE REQUIRED

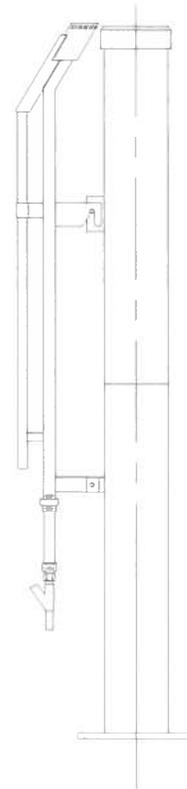
NOZZLE INFORMATION			
DESCRIPTION	SIZE	QUANTITY	TYPE
WASTE GAS INLET	2"	1	ANSI 150 LB RFWN FLANGE
PILOT GAS INLET	3/4"	1	PLAIN
IGNITION LINE INLET	1"	1	PLAIN

CONSTRUCTION MATERIAL	
SECTION	MATERIAL
LOWER RISER	310 SS SCH. 40 PIPE
UPPER RISER	310 SS SCH. 40 PIPE
RETENTION RING	310 SS
INLET FLANGE	304 SS

DESIGN INFORMATION	
OVERALL LENGTH	10'-1"
WEIGHT	175 LB
PILOT QUANTITY	1

UTILITY CONSUMPTION	
PURGE RATE^(a)	11 SCFH
^(a) ANY GAS (AMBIENT STATE) THAT DOES NOT REACH DEW POINT, SELF-IGNITE, OR CONTAIN OXYGEN	

NOTE: SCHEMATIC MAY NOT DEPICT ACTUAL DESIGN.



GENERAL TERMS AND CONDITIONS OF SALE
(GOODS AND SERVICES)

1. **APPLICATION.** These General Terms and Conditions of Sale ("Terms and Conditions") will apply to all quotations and sales for goods, material, equipment and services by John Zink Company, LLC ("Seller") and are hereby incorporated into the quotation, invoice or other document to which they are attached ("Order" and, together with the Terms and Conditions, the "Contract"). All purchases by customer, owner or its agent ("Buyer") are expressly limited and conditioned upon acceptance of the Terms and Conditions. Seller objects to and rejects any provision additional to or different from the Terms and Conditions that may appear in Buyer's purchase order, acknowledgement, confirmation, writing, or in any other prior or later communication from Buyer to Seller, unless such provision is expressly agreed to by Seller in a writing signed by Seller. For the purposes of these Terms and Conditions, the term "Goods" shall refer to the goods, material and equipment listed on the Order as well as all equipment or other materials provided in connection with any Services, and the term "Services" shall refer to the services listed on the Order as well as all ancillary services provided with any Goods. Terms not defined herein shall have the meanings set forth in the Order.
2. **QUOTATIONS.** Unless otherwise stated in the Order, any quotation from Seller is valid for 30 days from the date of the quotation. The quotation supersedes all previous quotations or correspondence concerning the same transaction or inquiry. Quotations contain proprietary information of Seller and are provided to Buyer solely for Buyer's internal purposes. Quotations may not be disclosed to any third party or used in preparation of any request for quotation for goods similar to, or as a substitution for, Goods quoted by Seller.
3. **PRICE MODIFICATION AND OTHER CHARGES.** Unless otherwise stated in the Order, Seller's price does not include (a) transportation, handling, crating or packaging charges, or (b) sales, harmonized sales, goods and services, use or value-added tax or any other tax, excises, duties, tariffs, fees or other governmental charges that Seller may be required to pay or collect under any existing or future law, with respect to the import/export, sale, transportation, delivery or storage of any Goods or the provision of any Services sold by Seller.
4. **PAYMENT TERMS.** (a) Unless otherwise specified in the Order, payment must be received by Seller net 30 days from invoice date. (b) All payments shall be made in the currency listed in the Order, or, if not so listed, then in U.S. dollars. (c) If the payment due date is not a business day, Seller must receive such payment on the next business day after such due date. (d) Each shipment of Goods and each provision of Services is a separate transaction and payment shall be made accordingly. (e) Interest may be charged on all past due amounts owed by Buyer hereunder at an interest rate equal to the prevailing EURIBOR rate of interest, expressed as an annual percent, plus 3% from the payment due date until paid in full, or the highest interest rate allowed by applicable law, whichever is less.
5. **CREDIT TERMS.** If, in Seller's judgment, the creditworthiness or future performance of Buyer is impaired or unsatisfactory, Seller may suspend performance hereunder. Buyer will be responsible for any costs associated with such suspension (including charges for reactivation). In addition, Seller may, for any reason, (a) require prepayment by wire transfer at least two business days prior to a scheduled shipment of Goods or provision of Services, and/or (b) require Performance Assurance at least three business days prior to a scheduled shipment of Goods or provision of Services. "Performance Assurance" means collateral in the form of either cash or letter(s) of credit in a form, and from an issuing bank, acceptable to Seller.
6. **DELIVERY.** (a) Unless otherwise stated in the Order, all Goods will be delivered to Buyer EX Works the manufacturing facility of the Goods (the "Facility"). (b) If Buyer has not issued inspection and shipping instructions by the time the Goods are available to Buyer, Seller may either, at its sole discretion, (i) store the Goods at Buyer's risk and cost, or (ii) select any reasonable method of shipment, without liability by reason of its selection, costs and risk of shipment to be paid for by Buyer. (c) Shipments or Goods in storage may be insured at Buyer's expense, and Seller will not place a valuation upon shipments or Goods stored unless specifically requested in writing by Buyer or required for export purposes. (d) Unless otherwise stated in the Order, the provisions of the most current version of INCOTERMS, International Chamber of Commerce Publication, are incorporated herein by reference.
7. **TITLE/RISK OF LOSS.** Title in the Goods shall pass to Buyer only upon payment in full. The risk of loss or damage to the Goods shall pass to Buyer upon delivery in accordance with the Contract.
8. **INSPECTION/REJECTION OF GOODS.** All Goods shall be received subject to Buyer's reasonable inspection and rejection. If Buyer finds any of the Goods not to comply with any of the specifications contained in the Contract, Buyer may, at its sole election, reject that portion of the Goods that fail to comply. Rejected Goods will be held at Seller's risk for a reasonable time, to be returned or disposed of by Buyer at Seller's written instruction and at Seller's sole cost and expense. A failure by Buyer to reject the Goods in writing within 30 days after receipt shall constitute an unqualified acceptance of such Goods by Buyer and a waiver by Buyer of all claims with respect thereto.
9. **WARRANTY.** (a) Seller warrants that (i) the Goods shall be new and good quality and shall conform to the specifications specifically set forth in the Order and title to the Goods shall be free from any security interest, lien or encumbrance upon Seller's receipt of full payment for the Goods, and (ii) Seller shall perform the Services in a workmanlike manner in accordance with the specifications specifically set forth in the Order. (b) The foregoing warranties will last for the following period (the "Warranty Period"): (i) for Goods, 18 months after the date that the Goods are available for shipment or one year after first start-up, whichever occurs first, and (ii) for Services, three months after completion of the Services. If during the Warranty Period any Goods or Services prove upon examination by Seller not to meet the warranties set forth above, Seller will repair the Goods or supply identical or substantially similar replacement Goods EX Works the Facility, at Seller's sole discretion, or re-perform the Services (as applicable). Any replacement Goods or re-performed Services will be warranted for the unexpired portion of the Warranty Period applicable to the particular Goods or Services. (c) Seller will not be responsible for transportation costs or for the costs of removal, installation, re-installation or making of access of any Goods or items, where such transportation, removal, installation, re-installation or making of access is required to repair or replace any defective Goods or to re-perform Services. Furthermore, Seller will not be responsible for and assumes no liability for materials or workmanship, labor costs or other related expenses for any work performed by third parties in the repair or replacement of defective Goods or the re-performance of Services. (d) This warranty will be voided if (i) the Goods or the subject of the Services have not been stored, installed, maintained or operated in accordance with accepted industrial practice or any specific instructions provided by Seller, (ii) the Goods or the subject of the Services have been subjected to any accident, misapplication, environmental contaminant, corrosion, damage, debris, improper passivation, abuse or misuse, (iii) Buyer has modified the Goods or the subject of the Services without Seller's prior written consent, (iv) Buyer has used or repaired the Goods or the subject of the Services after discovery of the defect without Seller's prior written consent, (v) Buyer refuses to permit Seller to examine the Goods or the subject of the Services and operating data to determine the nature of the defect claimed, or (vi) Buyer fails to meet its obligations. (e) Goods not manufactured by Seller are subject only to warranties of Seller's vendors and Seller hereby assigns to Buyer all rights in such vendor's warranties, however, Seller shall furnish to Buyer reasonable assistance in enforcing such rights. (f) Inexpensive items requiring repair or replacement and routine maintenance-related or consumable items shall be outside the scope of these limited warranties. (g) Seller's performance guarantees, if any, shall be deemed to be met by a satisfactory demonstration of the guaranteed performance parameters during a performance test, which shall be the responsibility of Buyer and to be based on test procedures as specified in the Order or, if not specified in the Order, to be based on test procedures mutually agreed upon by Seller and Buyer. In the absence of a performance test within 60 days of first start-up, unless otherwise specified in the Order, Seller's performance guarantees are deemed to have been met. (h) ALL WARRANTIES OR REPRESENTATIONS NOT SPECIFICALLY INCLUDED IN THE TERMS AND CONDITIONS, INCLUDING THOSE WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHETHER EXPRESSED, IMPLIED, STATUTORY OR ARISING FROM A COURSE OF DEALING, USAGE OF THE TRADE OR OTHERWISE WITH RESPECT TO ANY GOODS OR SERVICES, ARE EXPRESSLY EXCLUDED. NO EXPRESS OR IMPLIED WARRANTY IS GIVEN AS TO THE CAPACITY, EFFICIENCY OR PERFORMANCE OF ANY GOODS, EXCEPT AS MAY BE PROVIDED IN A SEPARATE WRITTEN AGREEMENT SIGNED BY SELLER. (i) BUYER'S REMEDIES ARE SPECIFICALLY LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS OR THE RE-PERFORMANCE OF THE SERVICES, AS APPLICABLE, DURING THE WARRANTY PERIOD, AND ARE EXCLUSIVE OF ALL OTHER REMEDIES. SHOULD THESE REMEDIES BE FOUND INADEQUATE OR TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE FOR ANY REASON WHATSOEVER, BUYER AGREES THAT RETURN OF THE AMOUNT PAID BY BUYER TO SELLER UNDER THE CONTRACT SHALL PREVENT THE REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE AND SHALL BE CONSIDERED BY BUYER AS A FAIR AND ADEQUATE REMEDY.
10. **OBLIGATION OF BUYER.** Buyer is solely responsible for identifying and defining all processes and mechanical considerations and site requirements, which may affect the performance, reliability or operation of the Goods. Seller's quotation and any sale is based upon the covenant by Buyer that all information and data provided to Seller by or for Buyer is current, complete, accurate and does not contain information which is misleading.

11. **LIMITATION OF LIABILITY.** (a) THE LIABILITY OF SELLER AND ITS AFFILIATES IS LIMITED TO THE PRICE ALLOCABLE TO THE GOODS OR SERVICES DETERMINED DEFECTIVE, AND IN NO EVENT WILL THE CUMULATIVE LIABILITY OF SELLER AND ITS AFFILIATES BE IN EXCESS OF THE TOTAL PAYMENTS RECEIVED FROM BUYER UNDER THE CONTRACT, WHETHER ARISING UNDER WARRANTY/GUARANTEE, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, DEFENSE OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. ALL INSURANCE, BOND AND BANK GUARANTEE OR LETTER OF CREDIT PROCEEDS WHICH MAY BE PAID TO BUYER BY THE INSURERS, SURETIES OR BANKS OF SELLER OR ITS AFFILIATES WILL BE CREDITED AGAINST THE LIMITATION STATED ABOVE AND REDUCE THE AMOUNT OF THE CUMULATIVE LIABILITY OF SELLER AND ITS AFFILIATES. (b) NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES OR OTHER ECONOMIC LOSSES, WHETHER ARISING UNDER WARRANTY/GUARANTEE, CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENT MISREPRESENTATION), STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES, INCLUDING ANY THEORIES OF CONCURRENT LIABILITY ARISING FROM A DUTY OF CARE BY OPERATION OF LAW OR OTHERWISE. (c) THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BUYER'S REMEDIES ARE LIMITED TO THOSE REMEDIES STATED HEREIN AND THESE REMEDIES SHALL NOT FAIL THEIR ESSENTIAL PURPOSE BECAUSE BUYER IS LIMITED TO THE EXCLUSIVE REMEDIES AS STATED HEREIN. THIS SECTION 11 SHALL APPLY TO ANY ADDITIONAL PURCHASES OF EQUIPMENT (INCLUDING SPARE PARTS AND AFTER MARKET PARTS) BY BUYER FROM SELLER AFTER THE DATE OF THE ORDER.
12. **DEFAULT.** Upon the occurrence of any of the following events: (a) Seller, or any affiliate of Seller, shall not have received a payment due from Buyer, or any affiliate of Buyer, hereunder by the date such payment is due under the Contract, and such failure shall remain uncured for a period of three business days after Buyer's receipt of written notice from Seller of such non-payment, (b) the failure of Buyer or Seller to perform any other obligation in the Contract (excluding Section 5, CREDIT TERMS, which is subject to (d) below) and such failure is not excused or cured within 30 days after written notice thereof, (c) the occurrence of a Bankruptcy Event, or (d) the failure of Buyer to timely provide prepayment or Performance Assurance as set forth in Section 5, CREDIT TERMS, then the non-defaulting party, in its sole discretion and without prior notice (other than as provided above) to the defaulting party, may do any one or more of the following: (x) suspend performance under the Contract, or (y) terminate the Contract, whereby any and all obligations of the defaulting party, including payments or deliveries due, will, at the option of the non-defaulting party, become immediately due and payable or deliverable, as applicable. If, as a result of a default by Buyer, Seller suspends performance and withholds delivery of the Goods as permitted above, it may sell the Goods to a third party and deduct from the proceeds of such sale the purchase price and all reasonable costs resulting from Buyer's default as identified above, including all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of the Goods. The foregoing rights, which shall include specific performance, shall be cumulative and alternative and in addition to any other rights or remedies to which the non-defaulting party may be entitled at law or in equity. The non-defaulting party shall be entitled to recover from the defaulting party all court costs, reasonable attorneys' fees and expenses incurred by the non-defaulting party in connection with the defaulting party's default, and interest on past due amounts as set forth in Section 4, PAYMENT TERMS. In addition, Seller will have the right to maintain a lien on the Goods until payment in full is received by Seller. "Bankruptcy Event" means the occurrence of any of the following events with respect to either Buyer or Seller: (a) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, (b) making of an assignment or any general arrangement for the benefit of creditors, (c) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within 30 days after such filing, (d) otherwise becoming bankrupt or insolvent (however evidenced), (e) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) being generally unable to pay its debts as they fall due.
13. **INTELLECTUAL PROPERTY.** (a) Seller will defend and indemnify Buyer from any claim, suit or proceeding brought against Buyer based on a claim that the Goods as manufactured and furnished by Seller and used in the manner for which it was intended and sold to Buyer constitutes an infringement of any United States, Canadian or European Union-member patent, if Seller is notified promptly in writing and given authority, information and assistance for the defense of such claim, suit or proceeding. All aspects of the defense and settlement of any such claim, suit or proceeding shall be within Seller's sole discretion. Buyer remains solely responsible for its own costs, including all fees and expenses of its own counsel, if any, or its personnel, which are incurred in conjunction with the defense of such claim, suit or proceeding. Should it be held that the Goods constitute infringement and the use of the Goods is enjoined, Seller will, at its sole discretion and at its own expense, either procure for Buyer the right to continue using the Goods, replace the Goods with noninfringing goods, modify the Goods to become noninfringing or refund the purchase price for the infringing Goods. This indemnification does not apply to any liability for infringement: (i) of any method patent where the Goods are used with other apparatus for carrying out a process resulting in a combination of steps which is deemed to infringe a method patent or patent directed to a combination of steps, (ii) the Goods are modified by Buyer, (iii) the Goods are used by Buyer in a manner different than the use communicated to and understood by Seller at the time the Goods were sold to Buyer and such use constitutes infringement, or (iv) with respect to claims of infringement where the Goods were designed and manufactured in accordance with the design or specifications furnished or required by Buyer. Seller's obligations under this indemnity, including all of its costs associated with the defense of any such suit or proceeding, shall in no event exceed the purchase price of the infringing Goods. (b) Buyer will indemnify and hold harmless Seller from any suit or proceeding brought against Seller by any third party based on claims resulting from exceptions (i), (ii), (iii) or (iv) as stated above. (c) Seller retains all intellectual property rights, whether registered or un-registered, including trademarks, patents, and copyright of all documents, drawing rights, design rights, developed programs, software, models and other data provided or developed in the course of the Contract. Seller will, if so required by Buyer, grant Buyer a non-exclusive, non-assignable royalty free license to use the same only for the purposes of operating or maintenance of the equipment by Buyer. (d) Buyer represents and warrants to Seller that Buyer has all necessary rights and permissions to provide all information provided by or on behalf of Buyer to Seller and shall indemnify Seller from any third party with respect to Seller's use of such information in connection with the Contract.
14. **DELIVERY DATE.** Seller shall use reasonable efforts to meet Buyer's requested delivery date, but Seller does not guarantee a specific delivery date.
15. **BACKCHARGES.** No backcharges will be paid or allowed by Seller unless: (a) Seller is notified in writing of any defect claim or omission pursuant to Section 9, WARRANTY, and (b) Seller provides prior approval of such backcharges in writing.
16. **CANCELLATION FEE.** Buyer may not cancel any part of the Contract except upon written notice and payment to Seller of: (a) all reasonable costs arising from the Order prior to the date of cancellation, (b) all reasonable costs arising due to the cancellation, plus (c) a cancellation fee. Unless otherwise specified in the Order, the cancellation fee shall be the higher of 35% of the total price of the Contract or \$250.00. The parties agree that Seller's damages following a termination of any part of the Contract by Buyer are difficult to determine and that the cancellation fee provided by this provision is a genuine pre-estimate of loss and not a penalty and is reasonable in light of the circumstances. Seller shall be entitled to the payments set forth above if Seller terminates the Contract pursuant to Section 12, DEFAULT, or Section 17, SUSPENSION. Title to all works in progress and all materials not delivered to Buyer prior to the date of cancellation will remain with Seller.
17. **SUSPENSION AND DELAYS.** (a) Buyer may only suspend an Order upon receipt of Seller's prior written consent, which may be withheld by Seller for any reason. (b) If Buyer or any of its agents delays Seller's performance due to failure to promptly approve drawings or procedures or due to any other action or non-action on part of Buyer or its agents: (i) Buyer shall reimburse Seller for all costs incurred by Seller as a result of such delay (including costs of reactivation), (ii) the delivery time shall be adjusted, and (iii) milestone payments (if applicable) will be adjusted to keep Seller whole for verifiable costs incurred up to the date of delay or suspension. (c) If, due to any action or non-action on the part of Buyer or its agents, Seller is delayed for more than 45 days, or such longer period of time as deemed reasonable by Seller in its sole discretion, Seller may elect to terminate the Agreement, such termination to be at Seller's sole discretion. Seller will be entitled to the payments provided in Section 16 following any such termination.
18. **FORCE MAJEURE.** Force Majeure means any circumstances beyond the reasonable control of either party, including fire, explosion, breakdown of machinery or equipment, plant shutdown, strikes or other labor disputes, acts of terrorism or war, riots or other civil disturbances or voluntary or involuntary compliance with any law, order, regulation, recommendation or request of any governmental authority, inability to obtain materials necessary for manufacturer of the Goods, total or partial failure of any of Seller's usual means of transportation of the Goods, or for failure to obtain necessary governmental approvals, permits or licenses. Neither party will have any liability, other than for the payment of monies owing, for their failure to perform any of their contractual obligations arising out of or in connection with events of Force Majeure.

19. **ASSIGNABILITY.** The rights and duties under the Contract are not assignable or transferable by Buyer, in whole or in part, by operation of law or otherwise, without the prior written consent of Seller that may be granted or withheld in its sole discretion. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, shall be considered a breach of the Contract and shall permit Seller, in addition to any other rights which it may have, to terminate the Contract. Seller shall have the right to assign any rights or obligations under the Contract to any third party.
20. **GOVERNING LAW.** The Contract and its execution, performance, interpretation, construction and enforcement shall be governed by the law, both procedural and substantive, of the State of Kansas, without regard to its conflicts of law rules. Any action or proceeding between Buyer and Seller relating to the Contract shall be commenced and maintained exclusively in the State or federal courts in Wichita, Kansas, and Buyer submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. **BUYER AND SELLER EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE CONTRACT.**
21. **NOTICE.** All notices, consents, communications or transmittals under the Contract shall be in writing and shall be deemed received on the day of delivery if personally hand delivered or sent by facsimile or electronic transmission (with written confirmation of the completed transmittal), or within two business days if mailed as certified or registered mail with return receipt, postage prepaid addressed to the party to whom such notice is given at the address of such party stated in the Contract.
22. **ENTIRE AGREEMENT; AMENDMENT; WAIVERS.** The Contract shall supersede all prior negotiations, discussions, and dealings concerning the subject matter hereof, and shall constitute the entire agreement between Seller and Buyer concerning the subject matter hereof. There are no understandings, inducements, commitments, conditions, representations or warranties of any kind, whether direct, indirect, collateral, express or implied, oral or written, from either party to the other, other than as contained in this Agreement. Neither party shall claim any amendment, modification or release of any provisions hereof unless the same is in writing and signed by both parties. No waiver by Buyer of any breach of any terms, conditions or obligations under the Contract shall be deemed a waiver of any continuing or subsequent breach of the same or any other terms, conditions or obligations hereunder.
23. **ELECTRONIC TRANSACTIONS.** The Contract may be digitally copied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.
24. **COMPLIANCE.** (a) Buyer and Seller shall comply fully with all applicable laws and regulations in their respective performances of the Contract and shall neither take nor refrain from taking any action that could result in liability for either Buyer or Seller under applicable law, including the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Parts 730 et. Seq.). Neither Buyer nor Seller shall be required to take or refrain from taking any action impermissible or penalized under United States or other applicable laws. (b) Without restricting the generality of the foregoing: (i) Buyer does hereby acknowledge that any distribution, sale, transfer or re-export of the Goods is governed by and subject to the trade control laws of the United States; (ii) Buyer will not distribute, sell, transfer or re-export the Goods, except in conformance with United States law; (iii) If Buyer knows or has reason to know that any of its customers intends to distribute, sell, transfer or re-export the Goods, either directly or through incorporation into other products, then Buyer shall inform the customer that the customer is responsible for obtaining any licenses or other approvals from the U.S. Government before such distribution, sale, transfer or re-export, by including the following language in Buyer's purchase order acknowledgement or other appropriate documentation to its customer: *NOTICE: The products, technical data, and/or software included in this Order were provided in compliance with the laws and regulations of the United States. Customer is responsible for obtaining all licenses, permits or other approvals that may be necessary under the laws of the United States before any distribution, sale, transfer or re-export of such items and for ensuring that the end-user and end use of these products are permitted under U.S. law. Re-export, diversion, transshipment, or use contrary to U.S. law is prohibited and is cause for cancellation of this [purchase order].* (c) Buyer's breach of this Section shall constitute cause for immediate termination of the Contract by Seller.
25. **INDEPENDENT CONTRACTORS.** Seller and Buyer are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under the Contract or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under the Contract or otherwise at law.
26. **NO THIRD PARTY BENEFICIARIES.** The Contract is solely for the benefit of, and shall inure to the benefit of, Buyer and Seller, and shall not otherwise be deemed to confer upon or give to any third party any right, claim, cause of action or other interest herein.
27. **SEVERABILITY.** The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of its other provisions and the remaining provisions shall remain in full force and effect.
28. **CONFIDENTIALITY.** All information that Buyer acquires from Seller hereunder, directly or indirectly, and all information that arises out of the sale of the Goods or Services hereunder, concerning such Goods, Services, and/or proprietary processes involved, including information concerning Seller's current and future business plans, information relating to Seller's operations, know-how, and other Seller-furnished information shall be deemed Seller's "Proprietary Information". Buyer shall (a) hold Seller's Proprietary Information in strictest confidence, (b) not disclose it to others, (c) use it solely for purposes of this Agreement and (d) upon Seller's request, either promptly deliver to Seller all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Seller's option, destroy such Proprietary Information and provide Buyer certification of such destruction. The obligations under this Section shall survive the expiration or termination of the Contract.
29. **MISCELLANEOUS.** The captions and section headings set forth in the Contract are used for convenience only and shall not be used in defining or construing any of the terms and conditions set forth in the Contract. The term "days", as used herein, shall mean actual days occurring, including, Saturdays, Sundays and holidays where banks are authorized to be closed in the city where Seller's chief executive office is located. The term "business days" shall mean days other than Saturdays, Sundays and holidays where banks are authorized to be closed in the city where Seller's chief executive office is located. The term "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific items immediately following it. Unless the context indicate otherwise, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, association, partnerships and corporations, including public bodies and governmental entities, as well as natural persons, and words of masculine gender shall be deemed to include correlative words of the feminine gender and vice versa as the circumstances may require. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

[End of General Terms and Conditions of Sale]

Company Name: Equitrans, LP
 Facility Name: Burnsville Compressor Station
 Project Description: Dehy Flare Replacement

TABLE 1. Flare Design Criteria - Demonstration of Compliance with 40 CFR 63.11(b)

Flare Type	Non-Assisted
Throat Diameter (inches)	4.026

Dehy Regenerator Overheads Stream to Flare									
Compound	mol. weight	mol %	mole fraction	Concentration (ppm)	Heat of Combustion ¹ (kJ/mol)	Heat of Combustion (kcal/mol)	Heating Value (MJ/scm)	Compound Net Heating Value ² (Btu/scf)	Mixture Net Heating Value (Btu/scf)
water	18.02	97.900	0.98	979000	0	0	0.0	0	0.0
carbon dioxide	44.01	0.008	0.00	83	0	0	0.0	0	0.0
nitrogen	28.02	0.009	0.00	89	0	0	0.0	0	0.0
methane	16.04	0.823	0.01	8230	890.8	213	0.3	911	7.5
ethane	30.07	0.212	0.00	2120	1560.7	373	0.1	1631	3.5
propane	44.09	0.163	0.00	1630	2219.2	530	0.2	2353	3.8
isobutane	58.12	0.033	0.00	333	2869	686	0.0	3094	1.0
n-butane	58.12	0.080	0.00	801	2877.6	688	0.1	3101	2.5
isopentane	72.14	0.026	0.00	263	3528.8	843	0.0	3698	1.0
n-pentane	72.14	0.028	0.00	276	3535.6	845	0.0	3709	1.0
cyclopentane	70.14	0.005	0.00	48	3320	794	0.0	3512	0.2
n-hexane	86.17	0.020	0.00	198	4195	1003	0.0	4404	0.9
cyclohexane	84.16	0.013	0.00	134	3953	945	0.0	4180	0.6
other hexanes ³	98.19	0.021	0.00	206	3301	789	0.0	3591	0.7
heptane	100.20	0.044	0.00	440	4854	1160	0.1	5100	2.2
methylcyclohexane	98.19	0.025	0.00	251	4260	1018	0.0	5216	1.3
2,2,4-trimethylpentane	114.23	0.000	0.00	1	5062	1210	0.0	6232	0.0
benzene	78.11	0.022	0.00	215	3301	789	0.0	3591	0.8
toluene	92.13	0.045	0.00	447	3948	944	0.1	4274	1.9
ethylbenzene	106.16	0.010	0.00	95	4564	1091	0.0	4970	0.5
xylene	106.16	0.084	0.00	843	4552	1088	0.2	4957	2.2
octane (C8+)	114.23	0.385	0.00	3850	5461	1305	0.9	5779	44.2
hydrogen sulfide	34.08	0.000	0.00	0	-	-	-	587	0.0
TOTALS:							2.2		55.8

Flash Tank Off Gas Stream to Flare									
Compound	mol. weight	mol %	mole fraction	Concentration (ppm)	Heat of Combustion ¹ (kJ/mol)	Heat of Combustion (kcal/mol)	Heating Value (MJ/scm)	Compound Net Heating Value ² (Btu/scf)	Mixture Net Heating Value (Btu/scf)
water	18.02	1.770	0.02	17700	0	0	0.0	0	0.0
carbon dioxide	44.01	0.289	0.00	2890	0	0	0.0	0	0.0
nitrogen	28.02	0.695	0.01	6950	0	0	0.0	0	0.0
methane	16.04	64.400	0.64	644000	890.8	213	23.9	911	586.7
ethane	30.07	18.000	0.18	180000	1560.7	373	11.7	1631	293.6
propane	44.09	7.530	0.08	75300	2219.2	530	6.9	2353	177.2
isobutane	58.12	1.230	0.01	12300	2869	686	1.5	3094	38.1
n-butane	58.12	2.420	0.02	24200	2877.6	688	2.9	3101	75.0
isopentane	72.14	0.761	0.01	7610	3528.8	843	1.1	3698	28.1
n-pentane	72.14	0.671	0.01	6710	3535.6	845	1.0	3709	24.9
cyclopentane	70.14	0.037	0.00	372	3320	794	0.1	3512	1.3
n-hexane	86.17	0.313	0.00	3130	4195	1003	0.5	4404	13.8
cyclohexane	84.16	0.064	0.00	639	3953	945	0.1	4180	2.7
other hexanes ³	98.19	0.411	0.00	4110	3301	789	0.6	3591	14.8
heptane	100.20	0.405	0.00	4050	4854	1160	0.8	5100	20.7
methylcyclohexane	98.19	0.101	0.00	1010	4260	1018	0.2	5216	5.3
2,2,4-trimethylpentane	114.23	0.002	0.00	19	5062	1210	0.0	6232	0.1
benzene	78.11	0.014	0.00	138	3301	789	0.0	3591	0.5
toluene	92.13	0.021	0.00	208	3948	944	0.0	4274	0.9
ethylbenzene	106.16	0.003	0.00	29	4564	1091	0.0	4970	0.1
xylene	106.16	0.017	0.00	170	4552	1088	0.0	4957	0.8
octane (C8+)	114.23	0.942	0.01	9420	5461	1305	2.1	5779	54.4
hydrogen sulfide	34.08	0.000	0.00	0	-	-	-	587	0.0
TOTALS:							53.5		1,338.9

Company Name: Equitrans, LP
 Facility Name: Burnsville Compressor Station
 Project Description: Dehy Flare Replacement

TABLE 1. Flare Design Criteria - Demonstration of Compliance with 40 CFR 63.11(b)

Flare Type	Non-Assisted
Throat Diameter (inches)	4.026

Assist Gas to Flare									
Compound	mol. weight	mol %	mole fraction	Concentration (ppm)	Heat of Combustion ¹ (kJ/mol)	Heat of Combustion (kcal/mol)	Heating Value (MJ/scm)	Compound Net Heating Value ² (Btu/scf)	Mixture Net Heating Value (Btu/scf)
water	18.02	0.028	0.00	284	0	0	0.0	0	0.0
carbon dioxide	44.01	0.115	0.00	1150	0	0	0.0	0	0.0
nitrogen	28.02	0.906	0.01	9060	0	0	0.0	0	0.0
methane	16.04	82.400	0.82	824000	890.8	213	30.5	911	750.7
ethane	30.07	10.500	0.11	105000	1560.7	373	6.8	1631	171.3
propane	44.09	3.690	0.04	36900	2219.2	530	3.4	2353	86.8
isobutane	58.12	0.510	0.01	5100	2869	686	0.6	3094	15.8
n-butane	58.12	0.929	0.01	9290	2877.6	688	1.1	3101	28.8
isopentane	72.14	0.270	0.00	2700	3528.8	843	0.4	3698	10.0
n-pentane	72.14	0.224	0.00	2240	3535.6	845	0.3	3709	8.3
cyclopentane	70.14	0.010	0.00	99	3320	794	0.0	3512	0.3
n-hexane	86.17	0.089	0.00	887	4195	1003	0.2	4404	3.9
cyclohexane	84.16	0.015	0.00	148	3953	945	0.0	4180	0.6
other hexanes	98.19	0.123	0.00	1230	3301	789	0.2	3591	4.4
heptane	100.20	0.096	0.00	964	4854	1160	0.2	5100	4.9
methylcyclohexane	98.19	0.022	0.00	217	4260	1018	0.0	5216	1.1
2,2,4-trimethylpentane	114.23	0.000	0.00	5	5062	1210	0.0	6232	0.0
benzene	78.11	0.003	0.00	27	3301	789	0.0	3591	0.1
toluene	92.13	0.003	0.00	34	3948	944	0.0	4274	0.1
ethylbenzene	106.16	0.000	0.00	4	4564	1091	0.0	4970	0.0
xylene	106.16	0.002	0.00	19	4552	1088	0.0	4957	0.1
octane (C8+)	114.23	0.077	0.00	766	5461	1305	0.2	5779	4.4
hydrogen sulfide	34.08	0.000	0.00	0	-	-	-	587	0.0
TOTALS:							44.0		1,091.8

Requirements for non-assisted flare per 40 CFR 60.11(b)(6)(i):

Regenerator Overheads Stream (heat content) =	56	Btu/scf
Regenerator Overheads Stream (flow rate) =	13100	scfh
Flash Tank Offgas Stream (heat content) =	1339	Btu/scf
Flash Tank Offgas Stream (flow rate) =	60	scfh
Assist Gas (heat content) =	1092	Btu/scf
Assist Gas (flow rate) =	2200	scfh
Total Heat to Flare (Regen + Flash Tank + Assist) =	3213321	Btu/hr
Total Gas Volume to Flare (Regen + Flash Tank + Assist) =	15360	scfh
Net Heating Value of Gas Delivered to Flare =	209	Btu/scf
Minimum Net Heating Value of Gas Combusted	200	Btu/scf (per 63.11(b)(ii))

Actual flare exit velocity per 40 CFR 60.11(b)(7)(i):

Total volumetric flow at 212F & atmospheric pressure =	4.27	scf/sec
Flare exit cross-sectional area based on throat diameter =	0.09	ft ²
Velocity = volumetric flow / cross-sectional area =	48.3	ft/sec
Maximum Exit Velocity	60	ft/sec (per 63.11(b)(7)(i))

Notes:

1. CRC Handbook of Chemistry and Physics 75th edition, 1995, page 5-76
2. <http://www.enggcyclopedia.com/2011/09/heating-values-natural-gas>
3. Other hexanes conservatively assumed to be benzene (lowest heat of combustion)

GRI-GLYCalc VERSION 4.0 - AGGREGATE CALCULATIONS REPORT

Case Name: Burnsville TEG Dehy

File Name: P:\Client\EQT Corporation\West Virginia\Burnsville\2012 TV

Renewal\Draft\Attachment I - Emission Calcs\20120425_Burnsville TEG dehy_PTE.ddf

Date: April 25, 2012

DESCRIPTION:

Description: PTE calculations using extended gas analysis
from 10/06/11 at design rate of 25 MMscfd
and "worst-case" operating conditions of
120F and 125 psig.

Annual Hours of Operation: 8760.0 hours/yr

EMISSIONS REPORTS:

CONTROLLED REGENERATOR EMISSIONS

Component	lbs/hr	lbs/day	tons/yr
Methane	0.2281	5.475	0.9992
Ethane	0.1100	2.640	0.4818
Propane	0.1239	2.973	0.5426
Isobutane	0.0334	0.803	0.1465
n-Butane	0.0805	1.932	0.3525
Isopentane	0.0328	0.787	0.1437
n-Pentane	0.0345	0.827	0.1509
Cyclopentane	0.0058	0.140	0.0256
n-Hexane	0.0295	0.708	0.1292
Cyclohexane	0.0195	0.468	0.0855
Other Hexanes	0.0307	0.736	0.1343
Heptanes	0.0762	1.829	0.3339
Methylcyclohexane	0.0426	1.022	0.1865
2,2,4-Trimethylpentane	0.0002	0.005	0.0009
Benzene	0.0291	0.698	0.1273
Toluene	0.0711	1.707	0.3116
Ethylbenzene	0.0175	0.419	0.0766
Xylenes	0.1547	3.714	0.6778
C8+ Heavies	1.1320	27.168	4.9581
Total Emissions	2.2522	54.052	9.8646
Total Hydrocarbon Emissions	2.2522	54.052	9.8646
Total VOC Emissions	1.9140	45.937	8.3835
Total HAP Emissions	0.3022	7.252	1.3234
Total BTEX Emissions	0.2724	6.538	1.1932

UNCONTROLLED REGENERATOR EMISSIONS

Component	lbs/hr	lbs/day	tons/yr
Methane	4.5626	109.503	19.9843
Ethane	2.2001	52.801	9.6363
Propane	2.4776	59.463	10.8520
Isobutane	0.6689	16.055	2.9300
n-Butane	1.6097	38.632	7.0504
Isopentane	0.6560	15.743	2.8731

n-Pentane	0.6892	16.540	3.0186
Cyclopentane	0.1169	2.806	0.5121
n-Hexane	0.5902	14.164	2.5849
Cyclohexane	0.3903	9.367	1.7095
Other Hexanes	0.6132	14.718	2.6860
Heptanes	1.5245	36.587	6.6772
Methylcyclohexane	0.8518	20.443	3.7309
2,2,4-Trimethylpentane	0.0043	0.104	0.0190
Benzene	0.5815	13.956	2.5469
Toluene	1.4227	34.145	6.2314
Ethylbenzene	0.3496	8.389	1.5311
Xylenes	3.0949	74.277	13.5556
C8+ Heavies	22.6398	543.354	99.1622

Total Emissions	45.0437	1081.048	197.2913
Total Hydrocarbon Emissions	45.0437	1081.048	197.2913
Total VOC Emissions	38.2810	918.744	167.6708
Total HAP Emissions	6.0431	145.035	26.4689
Total BTEX Emissions	5.4486	130.767	23.8649

FLASH GAS EMISSIONS

Component	lbs/hr	lbs/day	tons/yr
Methane	0.0818	1.964	0.3584
Ethane	0.0428	1.027	0.1875
Propane	0.0263	0.632	0.1153
Isobutane	0.0057	0.136	0.0248
n-Butane	0.0111	0.267	0.0488
Isopentane	0.0043	0.104	0.0191
n-Pentane	0.0038	0.092	0.0168
Cyclopentane	0.0002	0.005	0.0009
n-Hexane	0.0021	0.051	0.0094
Cyclohexane	0.0004	0.010	0.0019
Other Hexanes	0.0028	0.067	0.0123
Heptanes	0.0032	0.077	0.0141
Methylcyclohexane	0.0008	0.019	0.0034
2,2,4-Trimethylpentane	<0.0001	<0.001	0.0001
Benzene	0.0001	0.002	0.0004
Toluene	0.0002	0.004	0.0007
Ethylbenzene	<0.0001	0.001	0.0001
Xylenes	0.0001	0.003	0.0006
C8+ Heavies	0.0127	0.305	0.0557

Total Emissions	0.1987	4.768	0.8701
Total Hydrocarbon Emissions	0.1987	4.768	0.8701
Total VOC Emissions	0.0740	1.777	0.3242
Total HAP Emissions	0.0026	0.061	0.0112
Total BTEX Emissions	0.0004	0.010	0.0018

FLASH TANK OFF GAS

Component	lbs/hr	lbs/day	tons/yr
Methane	1.6363	39.272	7.1671
Ethane	0.8561	20.546	3.7497
Propane	0.5263	12.631	2.3052
Isobutane	0.1134	2.721	0.4967
n-Butane	0.2227	5.345	0.9754

Isopentane	0.0870	2.088	0.3810
n-Pentane	0.0767	1.842	0.3361
Cyclopentane	0.0041	0.099	0.0181
n-Hexane	0.0428	1.026	0.1873
Cyclohexane	0.0085	0.205	0.0374
Other Hexanes	0.0562	1.348	0.2461
Heptanes	0.0643	1.543	0.2815
Methylcyclohexane	0.0156	0.376	0.0685
2,2,4-Trimethylpentane	0.0003	0.008	0.0015
Benzene	0.0017	0.041	0.0075
Toluene	0.0030	0.073	0.0133
Ethylbenzene	0.0005	0.012	0.0021
Xylenes	0.0029	0.069	0.0126
C8+ Heavies	0.2545	6.108	1.1147

Total Emissions	3.9730	95.352	17.4018
Total Hydrocarbon Emissions	3.9730	95.352	17.4018
Total VOC Emissions	1.4806	35.534	6.4849
Total HAP Emissions	0.0512	1.229	0.2243
Total BTEX Emissions	0.0081	0.195	0.0355

COMBINED REGENERATOR VENT/FLASH GAS EMISSIONS

Component	lbs/hr	lbs/day	tons/yr
Methane	0.3099	7.439	1.3576
Ethane	0.1528	3.667	0.6693
Propane	0.1502	3.605	0.6579
Isobutane	0.0391	0.939	0.1713
n-Butane	0.0916	2.199	0.4013
Isopentane	0.0371	0.892	0.1627
n-Pentane	0.0383	0.919	0.1677
Cyclopentane	0.0061	0.145	0.0265
n-Hexane	0.0316	0.760	0.1386
Cyclohexane	0.0199	0.479	0.0873
Other Hexanes	0.0335	0.803	0.1466
Heptanes	0.0794	1.906	0.3479
Methylcyclohexane	0.0434	1.041	0.1900
2,2,4-Trimethylpentane	0.0002	0.006	0.0010
Benzene	0.0292	0.700	0.1277
Toluene	0.0713	1.711	0.3122
Ethylbenzene	0.0175	0.420	0.0767
Xylenes	0.1549	3.717	0.6784
C8+ Heavies	1.1447	27.473	5.0138

Total Emissions	2.4508	58.820	10.7347
Total Hydrocarbon Emissions	2.4508	58.820	10.7347
Total VOC Emissions	1.9881	47.714	8.7078
Total HAP Emissions	0.3047	7.313	1.3347
Total BTEX Emissions	0.2728	6.548	1.1950

COMBINED REGENERATOR VENT/FLASH GAS EMISSION CONTROL REPORT:

Component	Uncontrolled tons/yr	Controlled tons/yr	% Reduction

Methane	27.1514	1.3576	95.00
Ethane	13.3860	0.6693	95.00
Propane	13.1572	0.6579	95.00
Isobutane	3.4266	0.1713	95.00
n-Butane	8.0258	0.4013	95.00
Isopentane	3.2542	0.1627	95.00
n-Pentane	3.3546	0.1677	95.00
Cyclopentane	0.5302	0.0265	95.00
n-Hexane	2.7722	0.1386	95.00
Cyclohexane	1.7469	0.0873	95.00
Other Hexanes	2.9321	0.1466	95.00
Heptanes	6.9587	0.3479	95.00
Methylcyclohexane	3.7994	0.1900	95.00
2,2,4-Trimethylpentane	0.0205	0.0010	95.00
Benzene	2.5543	0.1277	95.00
Toluene	6.2447	0.3122	95.00
Ethylbenzene	1.5332	0.0767	95.00
Xylenes	13.5682	0.6784	95.00
C8+ Heavies	100.2769	5.0138	95.00

Total Emissions	214.6931	10.7347	95.00
Total Hydrocarbon Emissions	214.6931	10.7347	95.00
Total VOC Emissions	174.1557	8.7078	95.00
Total HAP Emissions	26.6931	1.3347	95.00
Total BTEX Emissions	23.9005	1.1950	95.00

EQUIPMENT REPORTS:

COMBUSTION DEVICE

Ambient Temperature: 60.00 deg. F
 Excess Oxygen: 15.00 %
 Combustion Efficiency: 95.00 %
 Supplemental Fuel Requirement: 4.31e-001 MM BTU/hr

Component	Emitted	Destroyed
Methane	5.00%	95.00%
Ethane	5.00%	95.00%
Propane	5.00%	95.00%
Isobutane	5.00%	95.00%
n-Butane	5.00%	95.00%
Isopentane	5.00%	95.00%
n-Pentane	5.00%	95.00%
Cyclopentane	5.00%	95.00%
n-Hexane	5.00%	95.00%
Cyclohexane	5.00%	95.00%
Other Hexanes	5.00%	95.00%
Heptanes	5.00%	95.00%
Methylcyclohexane	5.00%	95.00%
2,2,4-Trimethylpentane	5.00%	95.00%
Benzene	5.00%	95.00%
Toluene	5.00%	95.00%
Ethylbenzene	5.00%	95.00%
Xylenes	5.00%	95.00%
C8+ Heavies	5.00%	95.00%

ABSORBER

Specified Absorber Stages: 13.00
 Calculated Dry Gas Dew Point: 13.47 lbs. H2O/MMSCF
 Temperature: 120.0 deg. F
 Pressure: 125.0 psig
 Dry Gas Flow Rate: 25.0000 MMSCF/day
 Glycol Losses with Dry Gas: 0.5252 lb/hr
 Wet Gas Water Content: Saturated
 Calculated Wet Gas Water Content: 591.28 lbs. H2O/MMSCF
 Calculated Lean Glycol Recirc. Ratio: 1.21 gal/lb H2O

Component	Remaining in Dry Gas	Absorbed in Glycol
Water	2.25%	97.75%
Carbon Dioxide	99.90%	0.10%
Nitrogen	99.99%	0.01%
Methane	99.99%	0.01%
Ethane	99.97%	0.03%
Propane	99.94%	0.06%
Isobutane	99.91%	0.09%
n-Butane	99.89%	0.11%
Isopentane	99.87%	0.13%
n-Pentane	99.84%	0.16%
Cyclopentane	99.38%	0.62%
n-Hexane	99.71%	0.29%
Cyclohexane	98.86%	1.14%
Other Hexanes	99.78%	0.22%
Heptanes	99.41%	0.59%
Methylcyclohexane	98.55%	1.45%
2,2,4-Trimethylpentane	99.71%	0.29%
Benzene	90.94%	9.06%
Toluene	85.92%	14.08%
Ethylbenzene	75.99%	24.01%
Xylenes	64.58%	35.42%
C8+ Heavies	94.00%	6.00%

FLASH TANK

Flash Control: Combustion device
 Flash Control Efficiency: 95.00 %
 Flash Temperature: 160.0 deg. F
 Flash Pressure: 49.0 psig

Component	Left in Glycol	Removed in Flash Gas
Water	99.99%	0.01%
Carbon Dioxide	84.77%	15.23%
Nitrogen	33.36%	66.64%
Methane	35.57%	64.43%
Ethane	60.84%	39.16%
Propane	79.39%	20.61%
Isobutane	83.81%	16.19%
n-Butane	86.77%	13.23%
Isopentane	87.44%	12.56%
n-Pentane	89.41%	10.59%

Cyclopentane	96.55%	3.45%
n-Hexane	93.05%	6.95%
Cyclohexane	97.91%	2.09%
Other Hexanes	91.31%	8.69%
Heptanes	95.91%	4.09%
Methylcyclohexane	98.26%	1.74%
2,2,4-Trimethylpentane	92.56%	7.44%
Benzene	99.72%	0.28%
Toluene	99.80%	0.20%
Ethylbenzene	99.88%	0.12%
Xylenes	99.92%	0.08%
C8+ Heavies	99.02%	0.98%

REGENERATOR

Regenerator Stripping Gas:
Dry Product Gas

Stripping Gas Flow Rate: 1.7500 scfm

Component	Remaining in Glycol	Distilled Overhead
Water	10.05%	89.95%
Carbon Dioxide	0.00%	100.00%
Nitrogen	0.00%	100.00%
Methane	0.00%	100.00%
Ethane	0.00%	100.00%
Propane	0.00%	100.00%
Isobutane	0.00%	100.00%
n-Butane	0.00%	100.00%
Isopentane	0.57%	99.43%
n-Pentane	0.56%	99.44%
Cyclopentane	0.52%	99.48%
n-Hexane	0.54%	99.46%
Cyclohexane	3.27%	96.73%
Other Hexanes	1.10%	98.90%
Heptanes	0.52%	99.48%
Methylcyclohexane	4.07%	95.93%
2,2,4-Trimethylpentane	1.62%	98.38%
Benzene	5.01%	94.99%
Toluene	7.92%	92.08%
Ethylbenzene	10.41%	89.59%
Xylenes	12.90%	87.10%
C8+ Heavies	12.12%	87.88%

STREAM REPORTS:

WET GAS STREAM

Temperature: 120.00 deg. F
Pressure: 139.70 psia
Flow Rate: 1.05e+006 scfh

Component	Conc.	Loading
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	(vol%)	(lb/hr)
Water	1.25e+000	6.24e+002
Carbon Dioxide	1.14e-001	1.39e+002
Nitrogen	8.95e-001	6.97e+002
Methane	8.14e+001	3.63e+004
Ethane	1.03e+001	8.63e+003
Propane	3.64e+000	4.47e+003
Isobutane	5.05e-001	8.15e+002
n-Butane	9.18e-001	1.48e+003
Isopentane	2.67e-001	5.35e+002
n-Pentane	2.21e-001	4.44e+002
Cyclopentane	9.87e-003	1.93e+001
n-Hexane	8.79e-002	2.11e+002
Cyclohexane	1.48e-002	3.47e+001
Other Hexanes	1.21e-001	2.91e+002
Heptanes	9.58e-002	2.67e+002
Methylcyclohexane	2.17e-002	5.93e+001
2,2,4-Trimethylpentane	4.94e-004	1.57e+000
Benzene	2.96e-003	6.43e+000
Toluene	3.95e-003	1.01e+001
Ethylbenzene	4.94e-004	1.46e+000
Xylenes	2.96e-003	8.74e+000
C8+ Heavies	8.05e-002	3.81e+002
Total Components	100.02	5.55e+004

Composition is representative of assist gas to flare.

DRY GAS STREAM

Temperature: 120.00 deg. F
 Pressure: 139.70 psia
 Flow Rate: 1.04e+006 scfh

Component	Conc. (vol%)	Loading (lb/hr)
Water	2.84e-002	1.40e+001
Carbon Dioxide	1.15e-001	1.39e+002
Nitrogen	9.06e-001	6.97e+002
Methane	8.24e+001	3.63e+004
Ethane	1.05e+001	8.63e+003
Propane	3.69e+000	4.47e+003
Isobutane	5.10e-001	8.15e+002
n-Butane	9.29e-001	1.48e+003
Isopentane	2.70e-001	5.34e+002
n-Pentane	2.24e-001	4.43e+002
Cyclopentane	9.93e-003	1.91e+001
n-Hexane	8.87e-002	2.10e+002
Cyclohexane	1.48e-002	3.43e+001
Other Hexanes	1.23e-001	2.90e+002
Heptanes	9.64e-002	2.65e+002
Methylcyclohexane	2.17e-002	5.84e+001
2,2,4-Trimethylpentane	4.98e-004	1.56e+000
Benzene	2.73e-003	5.85e+000
Toluene	3.44e-003	8.69e+000
Ethylbenzene	3.80e-004	1.11e+000
Xylenes	1.94e-003	5.65e+000
C8+ Heavies	7.66e-002	3.58e+002
Total Components	100.00	5.48e+004

LEAN GLYCOL STREAM

 Temperature: 120.00 deg. F
 Flow Rate: 1.21e+001 gpm

Component	Conc. (wt%)	Loading (lb/hr)
TEG	9.89e+001	6.74e+003
Water	1.00e+000	6.82e+001
Carbon Dioxide	1.95e-013	1.33e-011
Nitrogen	6.81e-014	4.64e-012
Methane	1.25e-018	8.53e-017
Ethane	1.51e-008	1.03e-006
Propane	1.53e-009	1.04e-007
Isobutane	3.08e-010	2.10e-008
n-Butane	6.12e-010	4.17e-008
Isopentane	5.08e-005	3.46e-003
n-Pentane	5.32e-005	3.62e-003
Cyclopentane	8.78e-006	5.99e-004
n-Hexane	4.51e-005	3.07e-003
Cyclohexane	1.92e-004	1.31e-002
Other Hexanes	9.49e-005	6.47e-003
Heptanes	1.15e-004	7.85e-003
Methylcyclohexane	5.27e-004	3.59e-002
2,2,4-Trimethylpentane	1.01e-006	6.88e-005
Benzene	4.50e-004	3.07e-002
Toluene	1.79e-003	1.22e-001
Ethylbenzene	5.96e-004	4.06e-002
Xylenes	6.73e-003	4.58e-001
C8+ Heavies	4.57e-002	3.12e+000
Total Components	100.00	6.82e+003

RICH GLYCOL STREAM

 Temperature: 120.00 deg. F
 Pressure: 139.70 psia
 Flow Rate: 1.33e+001 gpm
 NOTE: Stream has more than one phase.

Component	Conc. (wt%)	Loading (lb/hr)
TEG	9.02e+001	6.68e+003
Water	9.16e+000	6.78e+002
Carbon Dioxide	1.79e-003	1.33e-001
Nitrogen	6.25e-004	4.63e-002
Methane	3.43e-002	2.54e+000
Ethane	2.95e-002	2.19e+000
Propane	3.45e-002	2.55e+000
Isobutane	9.46e-003	7.00e-001
n-Butane	2.27e-002	1.68e+000
Isopentane	9.36e-003	6.93e-001
n-Pentane	9.79e-003	7.25e-001
Cyclopentane	1.62e-003	1.20e-001
n-Hexane	8.31e-003	6.15e-001
Cyclohexane	5.52e-003	4.08e-001
Other Hexanes	8.74e-003	6.47e-001

Heptanes	2.12e-002	1.57e+000
Methylcyclohexane	1.21e-002	8.97e-001
2,2,4-Trimethylpentane	6.19e-005	4.58e-003
Benzene	8.28e-003	6.13e-001
Toluene	2.09e-002	1.55e+000
Ethylbenzene	5.28e-003	3.91e-001
Xylenes	4.80e-002	3.56e+000
C8+ Heavies	3.51e-001	2.60e+001

Total Components	100.00	7.40e+003

FLASH TANK OFF GAS STREAM

Temperature: 160.00 deg. F
 Pressure: 63.70 psia
 Flow Rate: 6.02e+001 scfh

Component	Conc. (vol%)	Loading (lb/hr)

Water	1.77e+000	5.05e-002
Carbon Dioxide	2.89e-001	2.02e-002
Nitrogen	6.95e-001	3.08e-002
Methane	6.44e+001	1.64e+000
Ethane	1.80e+001	8.56e-001
Propane	7.53e+000	5.26e-001
Isobutane	1.23e+000	1.13e-001
n-Butane	2.42e+000	2.23e-001
Isopentane	7.61e-001	8.70e-002
n-Pentane	6.71e-001	7.67e-002
Cyclopentane	3.72e-002	4.13e-003
n-Hexane	3.13e-001	4.28e-002
Cyclohexane	6.39e-002	8.53e-003
Other Hexanes	4.11e-001	5.62e-002
Heptanes	4.05e-001	6.43e-002
Methylcyclohexane	1.01e-001	1.56e-002
2,2,4-Trimethylpentane	1.88e-003	3.41e-004
Benzene	1.38e-002	1.70e-003
Toluene	2.08e-002	3.04e-003
Ethylbenzene	2.87e-003	4.83e-004
Xylenes	1.71e-002	2.88e-003
C8+ Heavies	9.42e-001	2.54e-001

Total Components	100.00	4.07e+000

FLASH TANK GLYCOL STREAM

Temperature: 160.00 deg. F
 Flow Rate: 1.33e+001 gpm

Component	Conc. (wt%)	Loading (lb/hr)

TEG	9.03e+001	6.68e+003
Water	9.16e+000	6.78e+002
Carbon Dioxide	1.52e-003	1.12e-001
Nitrogen	2.09e-004	1.54e-002
Methane	1.22e-002	9.03e-001
Ethane	1.80e-002	1.33e+000

Propane	2.74e-002	2.03e+000
Isobutane	7.93e-003	5.87e-001
n-Butane	1.97e-002	1.46e+000
Isopentane	8.19e-003	6.06e-001
n-Pentane	8.76e-003	6.48e-001
Cyclopentane	1.56e-003	1.16e-001
n-Hexane	7.73e-003	5.72e-001
Cyclohexane	5.41e-003	4.00e-001
Other Hexanes	7.98e-003	5.90e-001
Heptanes	2.03e-002	1.51e+000
Methylcyclohexane	1.19e-002	8.82e-001
2,2,4-Trimethylpentane	5.73e-005	4.24e-003
Benzene	8.27e-003	6.12e-001
Toluene	2.09e-002	1.54e+000
Ethylbenzene	5.27e-003	3.90e-001
Xylenes	4.80e-002	3.55e+000
C8+ Heavies	3.48e-001	2.57e+001

Total Components	100.00	7.40e+003

FLASH GAS EMISSIONS

Flow Rate: 2.48e+002 scfh
Control Method: Combustion Device
Control Efficiency: 95.00

Component	Conc. (vol%)	Loading (lb/hr)

Water	6.07e+001	7.15e+000
Carbon Dioxide	3.80e+001	1.09e+001
Nitrogen	1.68e-001	3.08e-002
Methane	7.80e-001	8.18e-002
Ethane	2.18e-001	4.28e-002
Propane	9.12e-002	2.63e-002
Isobutane	1.49e-002	5.67e-003
n-Butane	2.93e-002	1.11e-002
Isopentane	9.22e-003	4.35e-003
n-Pentane	8.13e-003	3.84e-003
Cyclopentane	4.50e-004	2.07e-004
n-Hexane	3.79e-003	2.14e-003
Cyclohexane	7.75e-004	4.27e-004
Other Hexanes	4.98e-003	2.81e-003
Heptanes	4.90e-003	3.21e-003
Methylcyclohexane	1.22e-003	7.82e-004
2,2,4-Trimethylpentane	2.28e-005	1.70e-005
Benzene	1.67e-004	8.52e-005
Toluene	2.53e-004	1.52e-004
Ethylbenzene	3.48e-005	2.42e-005
Xylenes	2.07e-004	1.44e-004
C8+ Heavies	1.14e-002	1.27e-002

Total Components	100.00	1.83e+001

REGENERATOR OVERHEADS STREAM

Temperature: 212.00 deg. F
Pressure: 14.70 psia
Flow Rate: 1.31e+004 scfh

Component	Conc. (vol%)	Loading (lb/hr)
Water	9.79e+001	6.10e+002
Carbon Dioxide	8.31e-003	1.26e-001
Nitrogen	8.85e-003	8.56e-002
Methane	8.23e-001	4.56e+000
Ethane	2.12e-001	2.20e+000
Propane	1.63e-001	2.48e+000
Isobutane	3.33e-002	6.69e-001
n-Butane	8.01e-002	1.61e+000
Isopentane	2.63e-002	6.56e-001
n-Pentane	2.76e-002	6.89e-001
Cyclopentane	4.82e-003	1.17e-001
n-Hexane	1.98e-002	5.90e-001
Cyclohexane	1.34e-002	3.90e-001
Other Hexanes	2.06e-002	6.13e-001
Heptanes	4.40e-002	1.52e+000
Methylcyclohexane	2.51e-002	8.52e-001
2,2,4-Trimethylpentane	1.10e-004	4.33e-003
Benzene	2.15e-002	5.81e-001
Toluene	4.47e-002	1.42e+000
Ethylbenzene	9.53e-003	3.50e-001
Xylenes	8.43e-002	3.09e+000
C8+ Heavies	3.85e-001	2.26e+001
Total Components	100.00	6.55e+002

COMBUSTION DEVICE OFF GAS STREAM

Temperature: 1000.00 deg. F
 Pressure: 14.70 psia
 Flow Rate: 1.34e+001 scfh

Component	Conc. (vol%)	Loading (lb/hr)
Methane	4.04e+001	2.28e-001
Ethane	1.04e+001	1.10e-001
Propane	7.98e+000	1.24e-001
Isobutane	1.63e+000	3.34e-002
n-Butane	3.93e+000	8.05e-002
Isopentane	1.29e+000	3.28e-002
n-Pentane	1.36e+000	3.45e-002
Cyclopentane	2.37e-001	5.85e-003
n-Hexane	9.73e-001	2.95e-002
Cyclohexane	6.59e-001	1.95e-002
Other Hexanes	1.01e+000	3.07e-002
Heptanes	2.16e+000	7.62e-002
Methylcyclohexane	1.23e+000	4.26e-002
2,2,4-Trimethylpentane	5.39e-003	2.17e-004
Benzene	1.06e+000	2.91e-002
Toluene	2.19e+000	7.11e-002
Ethylbenzene	4.68e-001	1.75e-002
Xylenes	4.14e+000	1.55e-001
C8+ Heavies	1.89e+001	1.13e+000
Total Components	100.00	2.25e+000

ATTACHMENT N

Supporting Emission Calculations

Dehydrator Flare

Source Designation:	
Manufacturer	John Zink
Model	EEF-U-42
Year Installed	2014
Fuel Used	Natural Gas
Higher Heating Value (HHV) (Btu/scf)	1,050
Heat Input (MMBtu/hr)	1.02
Fuel Consumption (mmscf/hr)	1.54E-02
Potential Annual Hours of Operation (hr/yr)	8,760

From design analysis

Criteria and Manufacturer Specific Pollutant Emission Rates:

Pollutant	Emission Factor (lb/MMscf) ^a	Potential Emissions	
		(lb/hr) ^b	(tons/yr) ^c
NO _x	100	1.54	6.73
CO	84	1.29	5.65
SO ₂	0.6	0.01	0.04
PM Total	7.6	0.12	0.51
PM Condensable	5.7	0.09	0.38
PM ₁₀ (Filterable)	1.9	0.03	0.13
PM _{2.5} (Filterable)	1.9	0.03	0.13
VOC	5.5	0.08	0.37
CO ₂ ^d (Natural Gas Firing)	53.06	119	523
CH ₄ ^d (Natural Gas Firing)	0.00	0.00	0.01
N ₂ O ^d (Natural Gas Firing)	0.00	0.00	0.00

Hazardous Air Pollutant (HAP) Potential Emissions:

Pollutant	Emission Factor (lb/MMscf) ^a	Potential Emissions	
		(lb/hr) ^b	(tons/yr) ^c
HAPs:			
3-Methylchloranthrene	1.80E-06	2.76E-08	1.21E-07
7,12-Dimethylbenz(a)anthracene	1.60E-05	2.46E-07	1.08E-06
Acenaphthene	1.80E-06	2.76E-08	1.21E-07
Acenaphthylene	1.80E-06	2.76E-08	1.21E-07
Anthracene	2.40E-06	3.69E-08	1.61E-07
Benzo(a)anthracene	1.80E-06	2.76E-08	1.21E-07
Benzene	2.10E-03	3.23E-05	1.41E-04
Benzo(a)pyrene	1.20E-06	1.84E-08	8.07E-08
Benzo(b)fluoranthene	1.80E-06	2.76E-08	1.21E-07
Benzo(g,h,i)perylene	1.20E-06	1.84E-08	8.07E-08
Benzo(k)fluoranthene	1.80E-06	2.76E-08	1.21E-07
Chrysene	1.80E-06	2.76E-08	1.21E-07
Dibenzo(a,h)anthracene	1.20E-06	1.84E-08	8.07E-08
Dichlorobenzene	1.20E-03	1.84E-05	8.07E-05
Fluoranthene	3.00E-06	4.61E-08	2.02E-07
Fluorene	2.80E-06	4.30E-08	1.88E-07
Formaldehyde	7.50E-02	1.15E-03	5.05E-03
Hexane	1.80E+00	2.76E-02	1.21E-01
Indo(1,2,3-cd)pyrene	1.80E-06	2.76E-08	1.21E-07
Phenanthrene	1.70E-05	2.61E-07	1.14E-06
Pyrene	5.00E-06	7.68E-08	3.36E-07
Toluene	3.40E-03	5.22E-05	2.29E-04
Arsenic	2.00E-04	3.07E-06	1.35E-05
Beryllium	1.20E-05	1.84E-07	8.07E-07
Cadmium	1.10E-03	1.69E-05	7.40E-05
Chromium	1.40E-03	2.15E-05	9.42E-05
Cobalt	8.40E-05	1.29E-06	5.65E-06
Lead	5.00E-04	7.68E-06	3.36E-05
Manganese	3.80E-04	5.84E-06	2.56E-05
Mercury	2.60E-04	3.99E-06	1.75E-05
Nickel	2.10E-03	3.23E-05	1.41E-04
Selenium	2.40E-05	3.69E-07	1.61E-06
Polycyclic Organic Matter:			
Methylnaphthalene (2-)	2.40E-05	3.69E-07	1.61E-06
Naphthalene	6.10E-04	9.37E-06	4.10E-05
Total HAP		2.90E-02	1.27E-01

^a Emission factors from AP-42 Section 1.4 "Natural Gas Combustion" Tables 1.4-1, 1.4-2, & 1.4-3

^b Emission Rate (lb/hr) = Rated Capacity (MMscf/hr) × Emission Factor (lb/MMscf).

^c Annual Emissions (tons/yr)_{potential} = (lb/hr)_{Emissions} × (Maximum Allowable Operating Hours, 8760 hr/yr) × (1 ton/2000 lb).

^d GHG Emission factors from Tables C-1 and C-2, 40 CFR 98, Subpart C.

Flare Pilot Emissions

Source Designation:	
Manufacturer:	John Zink
Model:	EEF-U-42
Year Installed	2014
Fuel Used:	Natural Gas
Higher Heating Value (HHV) (Btu/scf):	1,050
Heat Input (MMBtu/hr)	0.05
Fuel Consumption (mmscf/hr)	5.00E-05
Potential Annual Hours of Operation (hr/yr):	8,760

From design analysis

Criteria and Manufacturer Specific Pollutant Emission Rates:

Pollutant	Emission Factor (lb/MMscf) ^a	Potential Emissions	
		(lb/hr) ^b	(tons/yr) ^c
NO _x	100	5.00E-03	2.19E-02
CO	84	4.20E-03	1.84E-02
SO ₂	0.6	3.00E-05	1.31E-04
PM Total	7.6	3.80E-04	1.66E-03
PM Condensable	5.7	2.85E-04	1.25E-03
PM ₁₀ (Filterable)	1.9	9.50E-05	4.16E-04
PM _{2.5} (Filterable)	1.9	9.50E-05	4.16E-04
VOC	5.5	2.75E-04	1.20E-03
CO ₂ ^d (Natural Gas Firing)	53.06	6	27
CH ₄ ^d (Natural Gas Firing)	0.00	1.16E-04	5.07E-04
N ₂ O ^d (Natural Gas Firing)	0.00	1.16E-05	5.07E-05

Hazardous Air Pollutant (HAP) Potential Emissions:

Pollutant	Emission Factor (lb/MMscf) ^a	Potential Emissions	
		(lb/hr) ^b	(tons/yr) ^c
HAPs:			
3-Methylchloranthrene	1.80E-06	9.00E-11	3.94E-10
7,12-Dimethylbenz(a)anthracene	1.60E-05	8.00E-10	3.50E-09
Acenaphthene	1.80E-06	9.00E-11	3.94E-10
Acenaphthylene	1.80E-06	9.00E-11	3.94E-10
Anthracene	2.40E-06	1.20E-10	5.26E-10
Benz(a)anthracene	1.80E-06	9.00E-11	3.94E-10
Benzene	2.10E-03	1.05E-07	4.60E-07
Benzo(a)pyrene	1.20E-06	6.00E-11	2.63E-10
Benzo(b)fluoranthene	1.80E-06	9.00E-11	3.94E-10
Benzo(g,h,i)perylene	1.20E-06	6.00E-11	2.63E-10
Benzo(k)fluoranthene	1.80E-06	9.00E-11	3.94E-10
Chrysene	1.80E-06	9.00E-11	3.94E-10
Dibenzo(a,h)anthracene	1.20E-06	6.00E-11	2.63E-10
Dichlorobenzene	1.20E-03	6.00E-08	2.63E-07
Fluoranthene	3.00E-06	1.50E-10	6.57E-10
Fluorene	2.80E-06	1.40E-10	6.13E-10
Formaldehyde	7.50E-02	3.75E-06	1.64E-05
Hexane	1.80E+00	9.00E-05	3.94E-04
Indo(1,2,3-cd)pyrene	1.80E-06	9.00E-11	3.94E-10
Phenanthrene	1.70E-05	8.50E-10	3.72E-09
Pyrene	5.00E-06	2.50E-10	1.10E-09
Toluene	3.40E-03	1.70E-07	7.45E-07
Arsenic	2.00E-04	1.00E-08	4.38E-08
Beryllium	1.20E-05	6.00E-10	2.63E-09
Cadmium	1.10E-03	5.50E-08	2.41E-07
Chromium	1.40E-03	7.00E-08	3.07E-07
Cobalt	8.40E-05	4.20E-09	1.84E-08
Lead	5.00E-04	2.50E-08	1.10E-07
Manganese	3.80E-04	1.90E-08	8.32E-08
Mercury	2.60E-04	1.30E-08	5.69E-08
Nickel	2.10E-03	1.05E-07	4.60E-07
Selenium	2.40E-05	1.20E-09	5.26E-09
Polycyclic Organic Matter:			
Methylnaphthalene (2-)	2.40E-05	1.20E-09	5.26E-09
Naphthalene	6.10E-04	3.05E-08	1.34E-07
Total HAP		9.44E-05	4.14E-04

^a Emission factors from AP-42 Section 1.4 "Natural Gas Combustion" Tables 1.4-1, 1.4-2, & 1.4-3

^b Emission Rate (lb/hr) = Rated Capacity (MMscf/hr) × Emission Factor (lb/MMscf)

^c Annual Emissions (tons/yr)_{potential} = (lb/hr)_{Emissions} × (Maximum Allowable Operating Hours, 8760 hr/yr) × (1 ton/2000 lb)

^d GHG Emission factors from Tables C-1 and C-2, 40 CFR 98, Subpart C and are in lb/MMbtu.

ATTACHMENT O

Monitoring/Recordkeeping/Reporting/Testing Plans

ATTACHMENT O - MONITORING, RECORDING, REPORTING, AND TESTING PLANS

The Monitoring, Recording, Reporting and Testing Plans will be the same as those listed in Section 5.0 of the current permit, R30-007000006-2013 issued February 4, 2013.

ATTACHMENT P

Legal Ad

AIR QUALITY PERMIT NOTICE

Notice of Application

Notice is given that Equitrans, LP has applied to the West Virginia Department of Environmental Protection, Division of Air Quality, for a modification at an existing natural gas compressor station (Burnsville Compressor Station) located near the intersection of Bridge Street and I-79 in Burnsville, Braxton County, West Virginia (at 38.86363, -80.65857).

The applicant estimates the potential increase to discharge the following Regulated Air Pollutants as a result of the change will be:

Particulate Matter (PM) = 0.00 tpy
Sulfur Dioxide (SO₂) = 0.00 tpy
Volatile Organic Compounds (VOC) = 0.00 tpy
Carbon Monoxide (CO) = 0.00 tpy
Nitrogen Oxides (NO_x) = 0.00 tpy
Hazardous Air Pollutants (HAPs) = 0.00 tpy
Greenhouse Gases (CO₂e) = 0.00 tpy

This facility is currently in operation and is seeking a permit for the modification of the existing dehydration unit flare at the station. Written comments will be received by the West Virginia Department of Environmental Protection, Division of Air Quality, 601 57th Street, SE, Charleston, WV 25304, for at least 30 calendar days from the date of publication of this notice.

Any questions regarding this permit application should be directed to the DAQ at (304) 926-0499, extension 1227, during normal business hours.

Dated this 19th day of May, 2015.

By: Equitrans, LP
Diana Charletta, Sr. Vice President – Midstream Operations
625 Liberty Avenue Suite 1700
Pittsburgh, PA 15222

ATTACHMENT S

TITLE V REVISION INFORMATION

Attachment S
Title V Permit Revision Information

1. New Applicable Requirements Summary	
Mark all applicable requirements associated with the changes involved with this permit revision:	
<input type="checkbox"/> SIP	<input type="checkbox"/> FIP
<input checked="" type="checkbox"/> Minor source NSR (45CSR13)	<input type="checkbox"/> PSD (45CSR14)
<input type="checkbox"/> NESHAP (45CSR15)	<input type="checkbox"/> Nonattainment NSR (45CSR19)
<input type="checkbox"/> Section 111 NSPS (Subpart(s) _____)	<input type="checkbox"/> Section 112(d) MACT standards (Subpart(s) _____)
<input type="checkbox"/> Section 112(g) Case-by-case MACT	<input type="checkbox"/> 112(r) RMP
<input type="checkbox"/> Section 112(i) Early reduction of HAP	<input type="checkbox"/> Consumer/commercial prod. reqts., section 183(e)
<input type="checkbox"/> Section 129 Standards/Reqts.	<input type="checkbox"/> Stratospheric ozone (Title VI)
<input type="checkbox"/> Tank vessel reqt., section 183(f)	<input type="checkbox"/> Emissions cap 45CSR§30-2.6.1
<input type="checkbox"/> NAAQS, increments or visibility (temp. sources)	<input type="checkbox"/> 45CSR27 State enforceable only rule
<input type="checkbox"/> 45CSR4 State enforceable only rule	<input type="checkbox"/> Acid Rain (Title IV, 45CSR33)
<input type="checkbox"/> Emissions Trading and Banking (45CSR28)	<input type="checkbox"/> Compliance Assurance Monitoring (40CFR64) ⁽¹⁾
<input type="checkbox"/> NO _x Budget Trading Program Non-EGUs (45CSR1)	<input type="checkbox"/> NO _x Budget Trading Program EGUs (45CSR26)
<p>⁽¹⁾ If this box is checked, please include Compliance Assurance Monitoring (CAM) Form(s) for each Pollutants Specific Emission Unit (PSEU) (See Attachment H to Title V Application). If this box is not checked, please explain why Compliance Assurance Monitoring is not applicable:</p> <p style="margin-left: 40px;">There are no proposed operational changes to the dehydration unit that would affect CAM applicability that was previously addressed as part of the Title V Renewal application submitted in 2012 and incorporated into the current Title V permit.</p>	

2. Non Applicability Determinations
<p>List all requirements, which the source has determined not applicable to this permit revision and for which a permit shield is requested. The listing shall also include the rule citation and a rationale for the determination.</p> <p>40 CFR Part 60 – The proposed project includes modifying the elevated flare tip in order to comply with the required design criteria outline 63.11(b). This revision does not meet the definition of a modification per 60.14(a), and is not subject to NSPS regulations</p>
<p><input type="checkbox"/> Permit Shield Requested (<i>not applicable to Minor Modifications</i>)</p>

All of the required forms and additional information can be found under the Permitting Section of DAQ's website, or requested by phone.

3. Suggested Title V Draft Permit Language

Are there any changes involved with this Title V Permit revision outside of the scope of the NSR Permit revision? Yes No If Yes, describe the changes below.

Also, please provide **Suggested Title V Draft Permit language** for the proposed Title V Permit revision (including all applicable requirements associated with the permit revision and any associated monitoring /recordkeeping/ reporting requirements), OR attach a marked up pages of current Title V Permit. Please include appropriate citations (Permit or Consent Order number, condition number and/or rule citation (e.g. 45CSR§7-4.1)) for those requirements being added / revised.

4. Active NSR Permits/Permit Determinations/Consent Orders Associated With This Permit Revision

Permit or Consent Order Number	Date of Issuance	Permit/Consent Order Condition Number
	/ /	
	/ /	
	/ /	

5. Inactive NSR Permits/Obsolete Permit or Consent Orders Conditions Associated With This Revision

Permit or Consent Order Number	Date of Issuance	Permit/Consent Order Condition Number
	/ /	
	/ /	
	/ /	

6. Change in Potential Emissions

Pollutant	Change in Potential Emissions (+ or -), TPY

All of the required forms and additional information can be found under the Permitting Section of DAQ's website, or requested by phone.

7. Certification For Use Of Minor Modification Procedures (Required Only for Minor Modification Requests)

Note: *This certification must be signed by a responsible official. Applications without a signed certification will be returned as incomplete. The criteria for allowing the use of Minor Modification Procedures are as follows:*

- i. Proposed changes do not violate any applicable requirement;
- ii. Proposed changes do not involve significant changes to existing monitoring, reporting, or recordkeeping requirements in the permit;
- iii. Proposed changes do not require or change a case-by-case determination of an emission limitation or other standard, or a source-specific determination for temporary sources of ambient air quality impacts, or a visibility increment analysis;
- iv. Proposed changes do not seek to establish or change a permit term or condition for which there is no underlying applicable requirement and which permit or condition has been used to avoid an applicable requirement to which the source would otherwise be subject (synthetic minor). Such terms and conditions include, but are not limited to a federally enforceable emissions cap used to avoid classification as a modification under any provision of Title I or any alternative emissions limit approved pursuant to regulations promulgated under § 112(j)(5) of the Clean Air Act;
- v. Proposed changes do not involve preconstruction review under Title I of the Clean Air Act or 45CSR14 and 45CSR19;
- vi. Proposed changes are not required under any rule of the Director to be processed as a significant modification;

Notwithstanding subparagraph 45CSR§30-6.5.a.1.A. (items i through vi above), minor permit modification procedures may be used for permit modifications involving the use of economic incentives, marketable permits, emissions trading, and other similar approaches, to the extent that such minor permit modification procedures are explicitly provided for in rules of the Director which are approved by the U.S. EPA as a part of the State Implementation Plan under the Clean Air Act, or which may be otherwise provided for in the Title V operating permit issued under 45CSR30.

Pursuant to 45CSR§30-6.5.a.2.C., the proposed modification contained herein meets the criteria for use of Minor permit modification procedures as set forth in Section 45CSR§30-6.5.a.1.A. The use of Minor permit modification procedures are hereby requested for processing of this application.

(Signed): *Diana M. Charletta* Date: 5 / 19 / 15
(Please use blue ink) *(Please use blue ink)*

Named (typed): Diana Charletta Title: Sr. Vice President

Note: Please check if the following included (if applicable):

- Compliance Assurance Monitoring Form(s)
- Suggested Title V Draft Permit Language

All of the required forms and additional information can be found under the Permitting Section of DAQ's website, or requested by phone.