

REDACTED

From: **Agnieszka Letts** <LettsA@sbcapcd.org>
Date: Wed, Sep 6, 2023 at 11:59 AM
Subject: RE: Response to Incomplete Letter - ATC 16090
To: Lindsay Cokeley <lindsay@ccagriculture.com>

Hi Lindsay,

Thank you for submitting this.

I am working on getting you guidance for any additional information needed regarding the equipment list, but am continuing to work on reviewing the application including the most recently submitted information.

I will keep an eye out for the formal response and have attached the District's calculation spreadsheet for flare emission calculations. For reference, additional District emission calculations spreadsheets can be found here: <https://www.ourair.org/tech/>.

Sincerely,

Agnieszka Letts
Air Quality Engineer II

CCA EXH. 13



Air Pollution Control District

Santa Barbara County

LettsA@sbcapcd.org

805-979-8317

ourair.org [@OurAirSBC](https://twitter.com/OurAirSBC)

[Sign Up for Air Alerts](#)

From: Lindsay Cokeley <lindsay@ccagriculture.com>
Sent: Friday, September 1, 2023 2:35 PM
To: Agnieszka Letts <LettsA@sbcapcd.org>
Subject: Response to Incomplete Letter - ATC 16090

Hi Agnieszka,

I was not able to formulate a cover letter today, however, I do want to send you some data that we've been able to get regarding questions #7, #8, and #10. It should be noted that we discussed Item #9 would not need to be completed at this time.

Please see attached a revised process flow diagram (BACT for each process highlighted in Green), in addition to the spreadsheet for solvent emission calculations. A more formal response will be sent next week, and I want to update you that we are still waiting on the combustion source emission calculations based on the information that was provided during the inspection this past week.

Please confirm that the permit will continue its review for completeness.

Thank you,



Lindsay Cokeley
Director, Compliance | CCA
(818) 317-8414
ccagriculture.com



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OILFIELD FLARE EMISSION CALCULATIONS (Ver. 2.0)

Attachment:
 Permit Number:
 Facility:

Fuel Information

<u>Data</u>	<u>Value</u>	<u>Units</u>	<u>Reference</u>
Flare Throughput.....	0.100	MMscf/day	Permit Application
Gas Heat Content.....	1,050	Btu/scf	Permit Application
Sulfur Content.....	796	ppmv as H ₂ S	Permit Application

Heat Input Data

<u>Value</u>	<u>Units</u>	<u>Reference</u>
4.375	MMBtu/hour	Daily divided by 24 hr/day
105.000	MMBtu/day	Permit Application
38,325.000	MMBtu/year	Daily times 365 days/yr

Emission Factors

<u>Pollutant</u>	<u>lb/MMBtu</u>	<u>Reference</u>
NO _x	0.0680	AP-42, Table 13.5-1
ROC	0.2000	District February 2016 Flare Study
CO	0.3700	AP-42, Table 13.5-1
SO _x	0.1361	Mass Balance Calculation
PM	0.0200	SBCAPCD
PM ₁₀	0.0200	AP-42, Chapter 1.4
PM _{2.5}	0.0200	AP-42, Chapter 1.4

Flare Potential to Emit

Pollutant	lb/day	TPY
NO _x	7.14	1.30
ROC	21.00	3.83
CO	38.85	7.09
SO _x	14.29	2.61
PM	2.10	0.38
PM ₁₀	2.10	0.38
PM _{2.5}	2.10	0.38

Processed By:

Date:

QUOTATION

July 11, 2023

POLLUTION SYSTEMS ENCLOSED FLARE SYSTEM QUOTATION#: Q23-0711-01

Prepared for:

Carlos Ortuna

Central Coast Agriculture

1201 W. Chestnut Ave.

Lompac, CA. 93436

carlos@ccagriculture.com

Phone: (559)908-3857



Presented by:

Curt Jordan

(773)-762-9188

cjordan@pollutionsystems.com



DISCOVER A SMARTER APPROACH TO AIR POLLUTION CONTROL

Since 2006, Pollution Systems has been an experienced leader in the design and manufacture of all types of industrial-grade air pollution control equipment.

Our technical sales and engineering teams will work closely with you to develop **intelligent solutions** tailored to your technical, operational, and business goals. Design factors include safety, reliability, ease of use, energy/operational costs, sustainability, and total cost of ownership.

Pollution Systems proudly offers automated controls and a Performance Guarantee with every system. See your customized quotation for details.

Learn more about us at www.PollutionSystems.com

Please note that this proposal contains technical and business information that is confidential and proprietary to Pollution Systems. It is provided solely for internal review and evaluation. The information herein may not be shown or disclosed in any form to third parties without the express consent of Pollution Systems.



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SECTION I: Executive Summary

Central Coast Agriculture plans to upsize its current biomass extraction process at its Lompoc, CA facility. Using a vacuum pump, solvent vapors pull through a series of condensing units for recovery; due to increased recovery efficiencies in the upstream process, more effective emission control is necessary; they are considering an enclosed flare (vapor combustor) system to destroy any remaining volatile organic compounds (VOCs) and other emissions arising from the batch process.

Headquartered in Houston, Texas, the Pollution Systems engineering team has extensive experience in designing, manufacturing, and servicing industrial air pollution control equipment, including enclosed flare systems. We design our industrial equipment to meet relevant industry codes and standards while delivering long-term performance and reliability. Our team fully collaborates with our customers to gain a detailed understanding of their technical and operational requirements and collectively develop solutions that best meet their needs. Some important considerations for this system include reliable components and automated controls to collect and treat the targeted fumes.

For this application, Pollution Systems is pleased to submit a proposal for a new enclosed flare system. Enclosed Flares are proven VOC abatement technology, providing a simple, straightforward means to ensure compliance. They are among the least maintenance-intensive of oxidizer technologies and exhibit high on-stream time and reliability. Please refer to Section III for equipment specifications and Section IV for pricing.



SECTION II: Technology Overview

Pollution Systems recommends an enclosed flare (vapor combustor), specifically designed for treating air emissions with moderate to high VOC concentrations. Enclosed Flares have empirically demonstrated to achieve greater than 99% destruction of VOCs; this is accomplished by directing the process exhaust stream through an oxidizer chamber at a targeted temperature while in the presence of adequate amounts of oxygen. The reaction evolves heat (exothermic) and produces carbon dioxide and water. The cleaned air discharges into the atmosphere.

Enclosed Flares can maintain continuous steady-state operating conditions for nearly indefinite periods. With few moving parts and constant stable operating pressures and temperatures, properly designed enclosed flares effortlessly achieve $\geq 99\%$ destruction efficiency. Pollution Systems' oxidizers effectively destroy VOCs by design, and they may be a good option for waste gas streams containing particulate.

Enclosed Flares exhibit high on-stream time, few maintenance concerns, and minimally impact manufacturing processes. They are reliable for air pollution abatement applications requiring long-term, continuous use because they do not have significant moving parts other than system fans.



SECTION III: Equipment Specifications

One Pollution Systems Enclosed Flare, Model #CEF-2, designed to treat up to 300 scfm containing 2.0 mmbtu/hr as defined in the process conditions with a 99% VOC destruction efficiency.

<p>1. Burner / Gas Train</p>	<p>An engineered NFPA-86 compliant gas train and industrial burner with actuator-driven natural draft dampers. Includes gas modulating valve for proper ratio control. Includes natural gas pilot. Burner to achieve <0.0952 lb/mmbtu NOx emissions.</p>
<p>2. Combustion Chamber</p>	<p>The vertical combustion chamber shall be constructed from mild steel and internally insulated using ceramic fiber insulation to minimize equipment external surface temperatures. Carbon steel exterior surfaces will be prepped to SSPC-SP 6 and coated with ThermoKote 650 for superior performance in mild and aggressive environments. The chamber shall be engineered for appropriate residence time to ensure destruction efficiency performance guarantee. Chamber to have discharge height of 35', with (2) 90° sample ports for stack testing.</p>
<p>3. Flame Arrestor</p>	<p>NEC Group D flame arrestor with thermocouple and differential pressure indicator.</p>
<p>4. Process Fan</p>	<p>Industrial duty system air fan with premium efficiency TEFC motor driven by a VFD on inlet pressure control loop. Fan sized to hold 2" w.c. of draft on process inlet to pull vapors from vent lines.</p>
<p>5. System Skid</p>	<p>Gas train and control panel mounted on painted carbon steel skid to minimize install time and cost.</p>
<p>6. Fresh Air / Process Damper</p>	<p>Fresh air damper and process isolation butterfly valve, mild steel construction, with actuators.</p>
<p>7. System Controls & Safety Interlocks</p>	<p>A full set of system controls and necessary programming to effectively start-up, shut-down, and operate the system will be included. Equipment provided includes a general-purpose NEMA 3R Control Panel, panel heater, Allen Bradley PLC (or equivalent) w/ DCS support, a touchscreen operator interface</p>



	display, a Honeywell RM7800 flame safety system (or equivalent) with UV self-checking flame scanner, a high-temperature limit controller, and integrated temperature and pressure controls. Panel will be pre-wired to oxidizer and shop tested. Some re-assembly may be necessary in the field.
8. Operation & Maintenance Manuals	Hardcopy and electronic copies of the Operating & Maintenance manuals will be provided. Also included are a full set of engineering drawings: general arrangement drawing, P&ID, and electrical drawings.
9. Utility Requirements	<ul style="list-style-type: none"> a. Electrical: 5 FLA, 480V/3ph b. Max. Natural Gas Consumption: 2 mmbtu/hr @ 30 psig c. Instrument Air: 2 scfm
10. Items Not Included	<ul style="list-style-type: none"> a. Shipping / Freight b. Equipment installation (mechanical/electrical/anchoring) c. All compliance testing of the oxidizer. d. Process ductwork to inlet of oxidizer e. All taxes, permits, fees, licenses, or special clearances required by Local, State, or Federal Agencies. f. Necessary utilities, including natural gas and electric power, provided no more than 15 feet from the point of utilization.





Quotation Q23-0711-01

SECTION IV: Pricing, Shipment & Payment

PRICING

Pollution Systems Enclosed Flare Model #CEF-2 as described in Section III.....**\$245,300**

Commissioning and Training.....**\$7,900**

Price is Ex-works, Wisconsin. Typical lead time is 38 – 40 weeks. Allow approximately 3 - 4 weeks for submittal drawings after receipt of order and deposit. Fabrication for ready-to-ship is 26 – 28 weeks after submittal drawing approval.

Purchase orders may be submitted by email to Sales@PollutionSystems.com. Payments are to be submitted to Pollution Systems, 2170 Buckthorne Place, Suite 160, The Woodlands, TX 77380.

Invoicing will commence as scheduled and is due in full as scheduled once the purchase order and down payment are received.

Payment Terms (Subject to Credit Approval):

25% with Purchase Order

25% upon approval of submittal drawings, Net 30

25% upon mid-point manufacturing, Net 30

Balance due prior to shipping

VALIDITY

The quotation provided is valid for 14 days from the date provided above unless otherwise stated or approved in advance and writing by Pollution Systems. Please list **Pollution Systems** on all purchase orders written against this proposal and include the proposal number listed at the top of this page.

If you have any questions concerning this proposal, please call (713) 574-6661 x 1177, or email Sales@PollutionSystems.com referencing the proposal number listed at the top of this document. Thank you for allowing Pollution Systems this opportunity to assist you in meeting your industrial air control needs.



Pollution Systems
2170 Buckthorne Place #160
The Woodlands, TX 77380

Phone: 1-713-574-6661
Email: sales@pollutionsystems.com
www.pollutionsystems.com



Warranty & Performance Guarantee

ENCLOSED FLARE MODEL #CEF-2

Pollution Systems guarantees that the specified new Skid Mounted Thermal Oxidizer System (Model# CEF-2) will be capable of achieving greater than 99% VOC destruction efficiency on exhaust or 10ppm (whichever is less stringent), contained in the process stream as described in the process conditions, provided that the operating temperatures are kept within a specified range.

As outlined in the Standard Terms & Conditions, Pollution Systems warrants for a period equal to twelve (12) months after delivery of the Equipment (the "Warranty Period") that the Equipment and Work described herein will be free from defects in material and workmanship, will be of the kind and quality herein designated or described, and will conform to the specifications herein set forth.

Should the system fail compliance testing, Pollution Systems is granted a maximum of 90 days to effect modifications to achieve compliance and verification. Thereafter, the customer is responsible for maintaining and monitoring the system for continued compliance. Pollution Systems will respond to any Warranty inquiry within 30 days during the Warranty period.

Warranty coverage does not include freight, labor, travel, and living expenses associated with parts replacement nor does it include normal maintenance items.

Commissioning and Training by Pollution Systems is a requirement for Warranty & Performance Guarantee.



Pollution Systems
INTELLIGENT AIR SOLUTIONS

Online:
PollutionSystems.com

2170 Buckthorne Pl, Ste. 160
The Woodlands, TX 77380

(713) 574-6661
Sales@PollutionSystems.com

APPENDIX A: Process Summary

Process	Biomass Extraction
Waste Stream Flow Rate	300 scfm (max.)
Waste Stream Composition	Hydrocarbons, N2
Waste Stream Energy Content	Up to 2 mmbtu/hr
Temperature	60° F
Waste Stream Pressure	<2 psig
Equipment Location	Outdoors
Operation	Batch
Classification	General Purpose
Pollutant of Concern	N-butane – max. 49.7 lbs/hr Isobutane – max. 2.92 lbs/hr Propane – max. 5.8 lbs/hr Pentane – max.7.2 lbs/hr
Required DRE	≥99%



TERMS AND CONDITIONS OF SALE

ACCEPTANCE

These Terms and Conditions of Sales of Goods and Services form part of each Proposal submitted by Pollution Systems Solutions Inc. (PSSI) dba Pollution Systems for the sale of Goods and Services described herein to Buyer. ANY CONTRACT MADE BY AND BETWEEN THE PARTIES IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS AND TO PSSI'S REVIEW AND APPROVAL OF BUYER'S CREDIT. Unless otherwise stated herein, Buyer has thirty (30) days from the date of the Proposal to notify PSSI in writing of Buyer's offer to enter into a contract on the basis of this Proposal. Upon notification by PSSI that it has accepted such offer by Buyer, this Proposal shall become a contract between Buyer and PSSI.

1. WARRANTY

Unless otherwise stated in the proposal, PSSI warrants for a period equal to twelve (12) months after delivery of the Equipment (the "Warranty Period") that the Equipment and Work described herein will be free from defects in material and workmanship, will be of the kind and quality herein designated or described, and will conform to the specifications herein set forth. If within the Warranty Period, PSSI receives written notice promptly after the discovery of any non-conformance to the above warranties, PSSI shall correct each such defect, at its option, either by repairing or replacing any defective part(s). The liability of PSSI to Buyer arising out of the foregoing, whether under warranty, tort, contract, negligence, strict liability or otherwise, shall not in any case exceed the cost of correcting defects in the Equipment or Work and upon the expiration of said warranty, all such liability shall terminate. Except as otherwise expressly set forth herein, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Liability of PSSI under this warranty is conditioned upon the Equipment being handled, operated, and maintained in accordance with the written instructions provided or approved in writing by PSSI. The warranties specified above do not cover, and PSSI makes no warranties which extend to damage due to deterioration or wear or failure occasioned by chemicals, abrasion, corrosion or erosion; Buyer's misapplication; abnormal conditions of temperature or dirt; or operation of Equipment other than as instructed in writing. PSSI's sole responsibility, and Buyer's exclusive remedy hereunder, shall be limited to such repair or replacement as above provided.

2. TAXES

In addition to the price specified herein, Buyer shall pay any tax imposed by any governmental body on the sale, delivery, use or other handling of Equipment sold hereunder, the performance of the Work, or in connection with this Proposal or any transactions contemplated hereby.

3. FORCE MAJEURE

PSSI shall not be responsible for losses or damages to Buyer (or any third person) occasioned by delays in the performance or the nonperformance of any of PSSI's obligations or by loss of or damage to any of the Equipment specified in the Proposal when caused directly or indirectly by acts of God, acts of government or military authority, casualty, riot, acts of Buyer, strikes or other labor difficulties, shortages of labor, supplies, and transportation facilities or any other cause beyond PSSI's control. The schedule shall be adjusted in accordance with the impact of any such delay or postponement and the price shall be equitably adjusted to include all additional costs, including overheads, plus a reasonable profit thereon.

4. CANCELLATION

Buyer may cancel any contract resulting from this Proposal only upon written notice to PSSI and only upon such terms as will indemnify and reimburse PSSI for all loss or damage resulting therefrom, including, without limitation, PSSI's direct costs incurred, overhead, reasonable contract profits, costs, and expenses to which PSSI has become committed for fulfillment of the contract prior to cancellation, plus reasonable settlement expenses.

5. LAWS AND REGULATIONS

PSSI does not assume responsibility for compliance with federal, state, and local laws and regulations unless expressly set forth in PSSI's Proposal. All laws and regulations expressly referenced herein shall refer only to those editions or versions thereof in effect on the date of this Proposal. In the event of revisions or changes thereto subsequent to the date of this Proposal, PSSI assumes no responsibility or liability for compliance therewith. If Buyer desires a modification to the Equipment as a result of a revision or change in such laws or regulations, such modification shall be treated as a Change Order.

6. CHANGE ORDERS

The Buyer may make minor changes within the general scope of Work, to the plans or equipment specifications included in this proposal by giving PSSI written notification thereof in a Change Order. PSSI shall submit to the Buyer in writing the changes required to the contract price and to the fabrication and erection schedule and other obligations resulting from such Change Order. PSSI shall have no obligation to proceed with such Change Order until PSSI and Buyer agree in writing to such changes in the contract provisions.

7. LIMITATION ON LIABILITY

Whether attributable to contract, tort, warranty, negligence, strict liability or otherwise, PSSI's responsibility for any claims, damages losses or liabilities arising out of or related to its performance of this Proposal or the Equipment covered hereunder, including but not limited to any correction of Equipment defects under the Warranty or any applicable performance guarantees, shall not exceed the purchase price. IN NO EVENT SHALL PSSI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF PRODUCTIVE FACILITIES OR EQUIPMENT, LOST PROFITS, GOVERNMENTAL FINES OR PENALTIES, PROPERTY DAMAGES, PERSONAL INJURIES OR LOST PRODUCTION, WHETHER SUFFERED BY BUYER OR ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

8. PATENTS

PSSI assumes the expenses involved in the defense of suits brought in the U.S., (plus damages, profits and costs awarded against Buyer in such a suit) on the charge that Equipment delivered hereunder and manufactured by PSSI and used in the manner for which it was sold constitutes in and of itself an infringement of a U.S. patent, in an amount not to exceed, in the aggregate, the purchase price of the items or parts thereof found to directly infringe any such patent. If, as a result of any such suit, the use of the Equipment is enjoined, PSSI shall either procure for Buyer the right to use the Equipment or modify it so that is no longer infringes or replace it with non-infringing Equipment. PSSI's patent obligation is conditional upon Buyer notifying PSSI promptly in writing when such suit is brought or threatened and giving PSSI full authority, information and assistance for the defense of the suit and such patent obligation

TERMS AND CONDITIONS OF SALE

does not apply to any item, or part thereof, manufactured to Buyer's specifications, or to any product manufactured by use of PSSI Equipment and, as to such item or product, PSSI assumes no liability for patent infringement. Except as herein expressly set forth, PSSI does not assume any other obligation or liability in connection with patent infringement suits brought against Buyer or the user of the Equipment which may be delivered hereunder.

9. PROPRIETARY MATERIAL

All drawing, patterns, specifications and information included in this Proposal, and all information otherwise supplied by PSSI relating to the design, erection, operation, and maintenance of the Equipment is the proprietary and/or confidential or information of PSSI. Buyer shall not disclose such material or information to others or allow others to use such material or information except as required for Buyer to obtain service for the Equipment.

10. LICENSES AND PERMITS

PSSI and/or its subcontractors shall obtain required contractors' licenses. All other licenses and/or permits shall be supplied by Buyer.

11. INSURANCE

PSSI and/or its subcontractors shall maintain the following insurance coverage during the erection schedule:

Workmen's compensation as required by statute; and Employer's Liability with a limit of liability of \$100,000.

Comprehensive General Liability including Completed Operations with the following limits:

Bodily Injury	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate

Property Damage	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate

Pollution System Solutions responsibility under this insurance shall cease and such coverage shall be canceled upon PSSI's decision, in its sole discretion, that the Work is complete. A certificate of Insurance shall be furnished upon request.

12. WAIVER OF SUBROGATION

PSSI and Buyer shall waive their rights and their respective insurance carriers subrogation rights against each other with respect to property damage. In the event that the Buyer is not the Owner of the facilities where the Equipment is being erected,

the Buyer agrees to include a provision in its contract with the Owner of such facilities requiring the Owner to supply PSSI with a written waiver of its rights of recovery and its insurance carrier's right of subrogation against PSSI as specified in this Article.

13. ASSIGNMENT/SUBCONTRACT

PSSI may assign/subcontract all or any portion of the contract included in its Proposal.

14. INTERPRETATION AND ENFORCEMENT

Any contract resulting from this Proposal, shall be construed according to the laws of the State of Texas without giving effect to the conflict of law provisions thereof and suit may be instituted for the enforcement thereof in any state or federal court situated in Texas.

15. PAYMENT

Buyer shall pay all amounts due under the contract within thirty (30) days from invoice date, unless otherwise agreed in writing. If payments due and owing are not received within thirty (30) days, Buyer shall pay interest at the rate of one and one-half percent (1.5 %) per month on the entire outstanding balance until paid in full. PSSI shall have the right to immediately repossess the equipment from purchaser in the event of a default in payment terms. In addition, Buyer shall be obligated to pay to PSSI all costs to collect outstanding balances, including reasonable attorneys' fees.

Buyer grants a security interest to PSSI in all equipment purchases from PSSI until said equipment and all related charges are fully paid. Buyer shall cooperate in the execution and filing of any Uniform Commercial Code Financing Statements for all purchased equipment not fully paid for in advance or at time of delivery.

Buyer acknowledges and understands that it is responsible for the payment of all federal, state and local sales taxes associated with the purchase of equipment and all installation permit fees.

16. OSHA

Buyer represents and warrants that it is familiar with and shall be responsible for and insure that the setup, construction or installation facility for all equipment and erection sales comply in all respects with OSHA standards and requirements. Buyer agrees to indemnify and hold PSSI, its employee's agents and subcontractors harmless from any and all violations for the Occupational Safety and Health Act of 1970, as amended, and all regulations thereunder.

Central Coast Agriculture
1201 Chestnut Ave Manufacturing

BACT SELECTION PROCESS DISCUSSION
8/31/2023

Solvent operations fall into three categories

- Product manufacturing using solvent extraction columns
- Solvent reclamation / recovery
- Solvent cleaning operations

Based upon these categories, various databases were reviewed for prior BACT determinations. The below summary contains the closest matching BACT determinations selected for this analysis. For this project, the following BACT is proposed (see process flow diagram for emissions):

REDACTED

Emissions from cleaning, dab lab and booth 4 will not be connected to the cold trap systems or combustion source. ***(Based on BAAQMD Wipe Cleaning Operation - Technologically Feasible Carbon Adsorber (Dab Lab and Booth 4)).***

Cleaning based on ***BAAQMD BACT Wipe Cleaning Operation Achieved in Practice*** - Minimizing Use of Solvents and use of lowest practical vapor pressure solvents, use of controlled flow solvent dispenser, and all cloths/papers and solvents not in active use kept in closed containers.

Released (CO₂ and NO_x)

Dry Biomass

Up to 21 Lbs in Transfer VOC to ATM

Up to 16.5 Lbs in Transfer VOC to ATM

Up to 8.5 Lbs in Transfer VOC to ATM

up to 8.5 lbs per day to Booth 4

up to 2.5 lbs of Butane per day

up to 3 lbs of Pentane per Run up to 8 runs per year

up to 1 lb of Pentane a day

Released Ethanol up to 25 lbs per day

Released up to 1.5 lbs per day

Release up to 1.5 lbs per day

Release Up to 0.5 lbs per day

up to 0.05 lbs per day