

**To:** Jackson, Ryan[jackson.ryan@epa.gov]  
**From:** John Blount  
**Sent:** Tue 9/19/2017 3:42:50 PM  
**Subject:** FW: Harvey and EPA

See Mr. Durkay comments below. Not a bad idea. They got hammered by Harvey.

John Blount

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**From:** "john.durkay@istc.net" <john.durkay@istc.net>  
**Date:** Friday, September 15, 2017 at 8:39 AM  
**To:** John Blount <john.blount@ervinhillstrategy.com>  
**Subject:** Harvey and EPA

Here is a thought for our EPA friends. It has been long standing policy that when a drop of rain falls inside a chemical plant or refinery fence, it is process water which must be treated before release outside the fence. 64 inches of rain were never contemplated and the damage caused by the inability of Southeast Texas facilities to direct discharge what is really fairly safe water (Drainage District 7 was pumping water out of Port Arthur as fast as it could) is off the charts. When air upsets occur, plants are allowed to flair, the actual total emissions being fairly nondescript. There needs to be a national level emergency water discharge waiver permitted so our plants can avoid catastrophic flooding.



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