



October 16, 2015

Shaun Mulholland, Town Administrator  
Town of Allentown  
16 School Street  
Allentown, NH 03275

Dear Shaun,

Property-Liability Trust conducted a risk management survey of the public works facility on October 14, 2015. I would like to thank yourself and Road Agent Ron Pelissier for your cooperation and assistance. The facility is comprised of several buildings with the primary two being a modular home being used as offices and an old garage with one large bay for maintenance, vehicles and equipment. It appears that most of the vehicles are stored outside. There is no ADA access to the offices and the asphalt/ground surrounding the front of the buildings is in disrepair creating fall/trip hazards.

The staff had cleaned up the garage which is important as it leads to reduced risk of trip hazards and potential fire issues. A recommendation for the garage area is to operate the eye wash station at least once per month as recommended in a recent OSHA article to reduce water contamination that may lead to additional injury and loss of vision. Keeping the facility neat and orderly also reduces risk. It was noted that metal sign posts were located just outside an egress door and were unsecured from falling.

Our primary concern with the site is the risk of a pollution issue from a spill. The garage uses waste oil to run the furnace. The oil is kept both inside the garage and outside in several larger tanks. There was evidence of spillage. There is one large floor drain that the Road Agent indicated it terminates somewhere outside of the building. This could create pollution run off onto the gravel drive or wetlands in close proximity to the facility. The earthen diking around the exterior tanks may contain a spill from extending beyond the immediate area but the ground surrounding the spill will become contaminated.

I note this issue as there is very limited coverage for pollution incidents. I am including the language from the Member Agreement below for reference.

D. Losses Excepted from Protection

2 (m)

Loss due to the actual, alleged, or threatened **Discharge of Pollutants**, except (i) such liability as may arise out of the activities of a hazardous materials response team after July 1, 1993 while performing within the scope of their official duties, but then only to the extent not otherwise excluded

in this **Agreement**, or (ii) loss arising out of a (a) backup of a sewer main, (b) flooding incident caused by breakage of water mains and/or attendant pipes, or (c) release or discharge of fire extinguishers or fire suppression systems.

This exception (n) shall not apply to **Cleanup Costs**, up to the limits of protection set forth herein,

resulting from a **Pollution Incident** (i) neither expected nor intended from the standpoint of the **Member**, and (ii) occurring on **Protected Property** premises. The limits of protection shall be ten thousand dollars (\$10,000) per **Occurrence** and an aggregate limit per **Term** of twenty-five thousand dollars (\$25,000).

For the purposes of this exception (n):

**Cleanup Costs** means expenses for the removal or neutralization of **Pollutants**.

**Discharge** means the initial disposal, placement, discharge, dispersal, release, seepage, migration, or

escape of **Pollutants** into the air, water, or land or discharge, dispersal, release, seepage, migration, or

escape of **Pollutants** that results in direct or indirect contact between such **Pollutants** and persons

or property (real or personal).

**Pollution Incident** means the **Discharge** of **Pollutants** into or upon the land, the atmosphere, or any watercourse or body of water, provided that such **Discharge** results in **Member**

**Environmental**

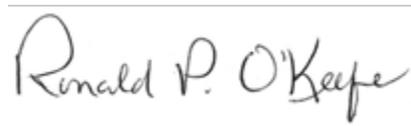
**Damage**. The entirety of any such **Discharge** shall be determined to be one **Pollution Incident**.

**Member Environmental Damage** means the injurious presence of **Pollutants** in or upon **Protected**

**Property** and the land, atmosphere, or any watercourse or body of water of the **Member**.

Please contact me with any questions. We appreciate the opportunity to assist the Town.

Respectfully;



Ronald P. O'Keefe  
Risk Management Manager