

ORIGINAL

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

In the matter of:

LONG ISLAND LIGHTING COMPANY

(Shoreham Nuclear Power Station,
Unit 1)

Docket No. 50-322-OL-3

Location: Hauppauge, New York

Pages: 5128 - 5357

Date: Thursday, March 29, 1984

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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

-----X
 :
 In the Matter of: :
 :
 LONG ISLAND LIGHTING COMPANY : Docket No. 50-322-OL-3
 : (Emergency Planning
 (Shoreham Nuclear Power Station, : Proceeding)
 Unit 1) :
 :
 -----X

Court of Claims
State of New York
State Office Building
Room 3B46
Veterans Memorial Highway
Hauppauge, New York 11787

Thursday, March 29, 1984

The hearing in the above-entitled matter
convened, pursuant to recess, at 9:04 a.m.

BEFORE:

JAMES A. LAURENSEN, ESQ., Chairman
Atomic Safety and Licensing Board
Nuclear Regulatory Commission
Washington, D. C. 20555

DR. JERRY KLINE, Member
Atomic Safety and Licensing Board
Nuclear Regulatory Commission
Washington, D. C. 20555

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17 1900 M Street, N. W.
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19 On Behalf of the State of New York:

20 RICHARD J. ZAHNLEUTER, ESQ.
21 Special Counsel to the Governor
22 Executive Chamber
23 Room 299
24 State Capitol
25 Albany, New York 12224

SueT

C O N T E N T S

1				
2	WITNESS		DIRECT CROSS REDIRECT RECROSS BOARD	
3	MATTHEW C. CORDARO)			
	NORMAN A. HOBBS, JR.)			
4	WILLIAM F. RENZ)			
	JOHN A. WEISMANTLE)			
5				
6	(PANEL TESTIMONY) (Resumed)	5133	5179	5199
7	MATTHEW C. CORDARO)			
	CAROL A. CLAWSON)	5251	5255	
8	CHARLES A. DAVERIO)			
9	MATTHEW C. CORDARO)			
	ELAINE D. ROBINSON)			
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P R O C E E D I N G S

1
2 JUDGE LAURENSEN: The hearing is resumed. Be-
3 fore we return to the cross-examination of this Panel by
4 Mr. McMurray, Mr. Zahnleuter has indicated that he has a
5 preliminary matter that he wishes to raise at this time.

6 MR. ZAHNLEUTER: Your Honor, yesterday I re-
7 ceived in the mail here in Hauppauge a document that was
8 sent by LILCO to my office in Albany. And, what it is is a
9 document entitled "LILCO's Motion to Strike Direct Testimony
10 of Charles V. Failla on Behalf of New York State Regarding
11 Contention 24.F.2."

12 There is some language in it to the effect that
13 an expedited ruling is requested by LILCO. And, in light
14 of the circumstances, I would like to point out that be-
15 cause I've been here at the hearing and because it was
16 mailed to Albany that I really haven't had any time to look
17 this over. And I would plan on responding to it in due
18 course, which would be the regular deadline which has been
19 established for Responses to Motions to Strike, which I
20 understand would be next Wednesday.

21 JUDGE LAURENSEN: Was that served on us here?
22 Or was that sent to our Washington office?

23 MS. MONAGHAN: Judge Laurenson, I would need to
24 confer with the attorneys who did draft that Motion to
25 determine exactly where it was served. Or, perhaps

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1 Mr. Zahnleuter could let me see the service list. It's
2 probably attached to the Motion he has.

3 JUDGE LAURENSEN: Did you say it was concerning
4 Contention 24(F)?

5 MR. ZAHNLEUTER: Yes, 24(F)(2), and the Certifi-
6 cate of Service that is attached says that the document was
7 served this date upon the following by first class mail,
8 that's by Federal Express as indicated by an asterisk. Your
9 name has an asterisk after it, so I assume it was served by
10 Federal Express on you in Bethesda.

11 The date of the Certificate of Service is
12 March 24th.

13 MR. BORDENICK: Judge Laurenson, if it's any
14 help, the Staff received a copy of this in Bethesda, but
15 I think it was on Monday, late Monday. But I'm not positive.

16 JUDGE LAURENSEN: I don't see 24(F) in the list
17 of Group II-A issues. I don't understand why there would
18 be a need for an expedited ruling.

19 MR. ZAHNLEUTER: I think it's a Group II-B
20 issue.

21 JUDGE LAURENSEN: I don't have the Motion here
22 with me, so unless LILCO can indicate some reason why an
23 expedited ruling would be necessary on it, a II-B matter,
24 I think we would be inclined to agree with Mr. Zahnleuter's
25 request.

#1-3-SueT

1 MS. MONAGHAN: Judge Laurenson, if we could defer
2 ruling on this matter until the lunch break, I would like to
3 confer with counsel for LILCO who specifically drafted the
4 Motion.

5 JUDGE LAURENSON: Is that satisfactory?

6 MR. ZAHNLEUTER: Okay.

7 JUDGE LAURENSON: Okay. We will get back to that,
8 then, after lunch.

9 Any other preliminary matters before we resume
10 the questioning?

11 (No reply.)

12 All right.

13 Whereupon,

14 MATTHEW C. CORDARO,

15 NORMAN A. HOBBS, JR.,

16 WILLIAM F. RENZ,

17 and

18 JOHN A. WEISMANTLE,

19 resumed as witnesses on behalf of Long Island Lighting
20 Company and, having previously been duly sworn, were
21 examined and further testified as follows:

22 CROSS-EXAMINATION: (Continuing)

23 BY MR. McMURRAY:

24 Q Mr. Renz, one question I forgot to ask you
25 yesterday. How many square miles are there in the Long

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1 Island Sound portion of the EPZ?

2 Would that be about a hundred and fifty square
3 miles approximately?

4 A (Witness Renz) That sounds like an approximate
5 number.

6 Q Mr. Weismantle, you did seem to be in disagree-
7 ment, or shaking your head.

8 A (Witness Weismantle) I'm in agreement.

9 Q You are in agreement?

10 A Yes.

11 Q Let me refer you all to your testimony on Page
12 22. And, Mr. Renz, let me refer you to your statement
13 which is the second sentence of your answer to Question 24,
14 which states that: The larger boats generally have
15 radios and the smaller boats are normally close enough to
16 shore to hear the sirens.

17 Do you see that passage?

18 A (Witness Renz) Yes, I do.

19 Q How are you distinguishing between larger boats
20 and smaller boats?

21 What did you have in mind when you drafted this
22 testimony?

23 A A general concept here of smaller boats would
24 be just that, boats that would not venture out from shore
25 too distantly under normal circumstances. Larger boats,

#1-5-SueT

1 it would be assumed would venture out from shore as a
2 rule.

3 Q So, the size of the boat is determined by how
4 far it strays from shore?

5 A No. I don't believe I said that.

6 Q Are you saying that small boats do not go beyond
7 one mile from shore?

8 A No. I'm saying that, as this statement depicts,
9 small boats would not generally, and in this context, venture
10 out too far from shore. I don't see any limitation to one
11 mile.

12 (Witness Cordaro) If I could --

13 Q Well, I guess what I'm trying to get a handle
14 on is, how are you -- what sort of distinction are you
15 trying to make?

16 Are you saying that, for instance, recreational
17 sailboats will stay within a mile or so, will stay close
18 to shore?

19 A The distinction I believe that this response
20 addresses is that we believe it's a fair statement to say
21 that a boat that would venture out a distance, further
22 than -- I think our distance we discussed was about two
23 miles, would likely be a boat, recreation or not, that
24 might have a radio on it.

25 Q It might have a radio on it?

#1-6-SueT

1

A As opposed to a smaller boat that would not.

2

I happen to own a very small sailboat, and I wouldn't

3

personally go out beyond one mile.

4

Q What other than your own personal experience,

5

what is your basis for saying that a boat without a radio

6

would not go beyond one or two miles from the shore?

7

A The basis of this general statement was derived

8

from the statement made by another licensing board, and a

9

decision in another proceeding.

10

Q You are saying that you are basing your decision

11

as to, or your opinion as to, whether or not boats with

12

radios would go out beyond siren coverage on a decision of

13

another licensing board?

14

A I am basing the reasonableness of our opinion on

15

the decision of another licensing board.

16

(Witness Cordaro) It's also strongly based on

17

just our knowledge of the Sound, having a great deal of

18

experience, being in and around the Sound, conducting marine

19

surveys in the vicinity of the Shoreham Nuclear Power

20

Station, which I have been responsible for in the past,

21

and knowing the type of boat traffic in that area.

22

There are foolhardy people who have outboard

23

motors and small boats who venture out beyond two miles;

24

however, these are not in great numbers. They are quite

25

few. Boats that are the cabin cruiser size, twenty foot and

#1-7-SueT

1 greater, and venture out beyond two, three, four, five
2 miles in the Sound, they generally do have radios.

3 Q Have you conducted any surveys to determine
4 what proportion of boats in the EPZ have radios under any
5 particular circumstances?

6 A We do not have a statistical measure of what
7 proportion do or don't. This is intended to be a generaliz-
8 ed statement. We had no intent in trying to imply some
9 degree of quantification other than a general knowledge, a
10 general observation of what the situation is in the Sound.

11 Q Mr. Renz, you say that these smaller boats are
12 normally close enough to shore to hear the sirens. We
13 have been battling around one miles or two miles.

14 Basically, how far out, in your opinion, can
15 the sirens be heard?

16 A (Witness Renz) The sirens were originally
17 positioned along the North Shore, not only to project out
18 over the Sound but to cover beaches below the bluffs to a
19 significant level.

20 Getting back to our estimation that in about a
21 mile, or within about a mile, or fifty-one hundred feet
22 or so, it's our estimation that the larger of the sirens
23 that we use projects out to that distance, about 70 decibel.

24 In general terms, and again going back to the
25 guidance document, 0654, Appendix 3, which lays groundwork

#1-8-SueT

1 for the design, that document calls for sixty decibel level.
2 which is more or less doubling in distance from the point
3 where the sound is generated. Our estimation of siren
4 coverage projecting out to about two miles is based on
5 that portion of my response.

6 Q Just so I can get that clear; in other words,
7 in your opinion, out to two miles, the larger sirens could
8 be heard out to two miles or the sixty decibel level?

9 A In my opinion, as a rule, that sixty decibel
10 level will not be exceeded on the downside. I would like
11 to refer to Mr. Hobbs to potentially expand on that re-
12 sponse.

13 Q You say would not be exceeded on the downside?

14 A It is my understanding that you lose something
15 about nine decibels in doubling size. If you are seventy
16 decibels at one mile, you should have something in the
17 range of the low sixties at two miles.

18 Based on that, I doubt you would have a reading
19 lower than the sixty decibel level. And, again it's an
20 approximation of out to about two miles.

21 Q Now, the --

22 JUDGE LAURENSEN: I think Mr. Hobbs was going to
23 amplify that last answer.

24 WITNESS HOBBS: My discussions with one of the
25 principals in our office, a Mr. David Kiest (phonetic).

#1-9-SueT

1 who was responsible for actually drafting the BBN report,
2 4100, after which Appendix 3 of NUREG0654 is written, ad-
3 vised me recently that it would not be unreasonable to
4 expect a little over sixty db at two miles based on a
5 seventy db siren at the water's -- on the beach.

6 And it is his opinion that boats could hear it
7 out to two miles.

8 BY MR. McMURRAY: (Continuing)

9 Q Mr. Renz, the sirens that are deployed along
10 the North Shore are not all the large sirens, right? Some
11 of them are smaller sirens; that is, a hundred and fifteen
12 db?

13 A (Witness Renz) That is correct.

14 Q And they have a design coverage of what? Half
15 a mile, right?

16 A Approximately, that's correct.

17 Q Now, isn't it also true that the two mile
18 coverage at sixty decibel or the one mile coverage at
19 seventy decibel is the design basis coverage, correct?
20 Not taking into account terrain, weather effects, things
21 like that.

22 A That is a fair statement at the time the design
23 report was developed.

24 Q Now, it's true, is it not, that under strong
25 wind conditions where the wind is blowing toward the siren

#1-10-SueT

1 from the person that the siren is directed at, towards
2 the siren, that the effectiveness of the siren can be
3 substantially diminished; isn't that correct?

4 A From the point where the person is standing,
5 that is correct. But it should also be considered that
6 if you are a mile out off the North Shore of Long Island
7 and the wind is blowing from the north, in all probability
8 the plume is going towards the Sound away from the indivi-
9 dual you are worried about.

10 Q Let's say that the plume is blowing to the
11 west, and the wind is blowing to the west, the plume is
12 going to the west, wouldn't that also affect whether or
13 not the person on a boat could hear the siren?

14 A Again, as I believe Mr. Schiffmacher pointed
15 out I think yesterday, although the coverage of one siren
16 would shift, coverage of an upwind siren would also shift.
17 I do not know to what extent this specific scenario would
18 impact on land and water.

19 Q Have you actually gone out, Mr. Renz, or someone
20 at LILCO, actually gone out on the water and determined
21 the distance at which sirens could be heard by boats on
22 the water?

23 A We have conducted a limited number of tests
24 regarding the strength of the sound. I don't recall the
25 correct terminology. But that was limited to on land. No,

#1-11-SueT

1 we haven't put anybody in the water to determine.

2 Q Have you measured the ambient background noise
3 level on the Sound?

4 A Not to my knowledge.

5 Q Have you measured the ambient noise level on a
6 power boat which might be in the Sound?

7 A Not to my knowledge.

8 Q I would like to explore the response to Question
9 25. Mr. Renz, you state, the last sentence before the
10 portion that was struck, that the Haddam Neck and Millstone
11 Power Stations are two operating nuclear power plants
12 adjacent to Long Island Sound.

13 Basically, I take it in this response that you
14 are attempting to draw some connections between the Mill-
15 stone Plant and the Haddam Neck Plant and the Shoreham
16 Plant, correct?

17 A Well, it's primarily the Millstone Plant and
18 the Shoreham Plant, that's correct.

19 Q You mention the Haddam Neck Plant, too.

20 A Yeah, I believe that the State of Connecticut
21 plan addresses both plants. Haddam Neck is located --
22 I don't remember the name of the river, but I would say
23 approximately thirteen or fourteen miles above the South
24 Shore of Connecticut. And the Millstone Plant is located
25 on the Sound two or three miles west of New London.

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Q You sort of hit what I'm curious about. No part of the Haddam Neck EPZ is in the Long Island Sound; isn't that correct, the ten-mile EPZ?

A I don't believe so, no.

Q As a matter of fact, the only significant body of water in the Haddam Neck EPZ is the Connecticut River, right?

A That's right.

Q Okay. Now, as far as Millstone goes, let's take a look at your Attachment 3. My copy is pretty fuzzy, but basically the Millstone Plant is between New London and Old Market; is that correct?

A I'm sorry. Can you repeat that?

Q Let me put it this way. The Millstone Plant is pretty close to New London, correct?

A That's correct.

Q As a matter of fact, about seven miles from New London, correct?

A That sounds reasonable.

Q And isn't it true that under the Millstone plan, the Coast Guard units that are to respond in the event of an accident at Millstone come from New London?

A That's correct.

Q So, in fact, the Coast Guard boats are already within the EPZ, correct?

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A If they are situated at New London, yes.

Q I believe yesterday we established that in the case of Shoreham, the boats at Eatons Neck were about seventeen miles from the EPZ. I don't believe I asked how far away the boats at New Haven were from the EPZ.

Do you know?

A Off the top of my head, I don't know.

Q About the same distance, right?

MS. MONAGHAN: That has been asked and answered. The witness said he didn't know.

MR. MILLER: I'm trying to refresh his recollection, Judge Laurenson.

WITNESS RENZ: I don't recall specifically.

BY MR. McMURRAY: (Continuing)

Q Mr. Hobbs, do you know?

A (Witness Hobbs) No, I do not.

Q Mr. Weismantle, do you know?

A (Witness Weismantle) I don't have that off the top of my head. I will have to take a quick look at our plan and see if we can come up with an estimate.

(The witness going through a document.)

Q Mr. Weismantle, would seventeen miles seem about right to you?

A No. I'm not prepared to accept that. Oh, you are referring to the distance from the plant, I take

#1-14-SueT

1 it?

2 Q No. I'm referring --

3 A Oh, from the edge of the EPZ?

4 Q From the edge of the EPZ to New Haven.

5 A That sounds too high, but again I haven't been
6 able to locate here a map that would enable me to make
7 that -- an estimate.8 That sounds more like a number for the distance
9 from the plant. I can't find it anyhow.

10 Q You don't know?

11 A No.

12 (The witness continues to look through a
13 document.)14 JUDGE LAURENSEN: Are you waiting for an answer
15 on the map, or have you given up on that?

16 WITNESS WEISMANTLE: I've given up.

17 BY MR. McMURRAY: (Continuing)

18 Q Let me refer you to your attachment, Attachment
19 4, Mr. Renz. The first part of Attachment 4, Part A,
20 states there that basically under the Connecticut plan
21 the Coast Guard is going to conduct access control on
22 the boundaries of the ten-mile EPZ; is that correct?23 A (Witness Renz) Are you discussing the first
24 paragraph?

25 Q I'm talking about the bottom paragraph, Criteria A.

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A I'm sorry. You said the first part.

Yes, that's correct.

Q Has the Coast Guard agreed to perform that function for the Shoreham Plant?

A If you refer to our Attachment 2, again under Point A, it's defined as marine traffic control. And I believe that's the meaning of that phrase.

So, the answer would be yes.

Q Have you explored whether or not that's what marine traffic control means?

A Yes, that's my understanding of it, that phrase.

Q Is it your understanding that that includes patrol of boats coming into the EPZ from positions along the shore or only in the outer perimeter?

A I don't know specifically. Again, the details of -- that amount of detail in the Coast Guard plan, I don't know if it has been established to that detail yet.

Q It's your understanding basically that two, and only two, Coast Guard boats will be given the job of covering the perimeter of the EPZ; is that correct?

A It's my understanding that they will use one boat located out of New Haven and one boat located out of Eatons Neck. Yes, that's correct.

Q And so that's to perform both the perimeter

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control function and the sweeping function in the EPZ.
correct?

A I believe so.

MR. McMURRAY: Thank you. I have no further
questions, Judge Laurenson.

end #1
Joe flws

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JUDGE LAURENSEN: Mr. Zahnleuter?

CROSS EXAMINATION

BY MR. ZAHNLEUTER:

Q Mr. Renz, on page 5 of your testimony you stated that LILCO has certain backup systems to notify the public, and on Tuesday, at transcript page 4857, you stated that helicopters would support route alert drivers.

Does LILCO have an agreement with any helicopter company to provide that support?

A (Witness Renz) Yes. As I recall, probably within a page or so of that citation, I mentioned that we reached agreement on or about the time we filed Rev. 3, and since we didn't reach agreement previous to that time, it is not included in Rev. 3 at present.

I think Mr. Weismantle might be a little more familiar with that agreement.

Q Do you know where it appears in the plan, Mr. Weismantle?

A (Witness Weismantle) As Mr. Renz said, it does not appear in Rev. 3 of the plan of procedures, because we had just reached agreement at the time with Island Helicopter.

Q Well, Mr. Renz, how will helicopters support route alert drivers?

A (Witness Renz) Again, I think Mr. Weismantle

1 can give you a better answer that I can. I would like to
2 defer it to him.

3 Q Is it your answer that you don't know?

4 A No. It is my answer Mr. Weismantle can probably
5 give you a better one.

6 Q Okay. Well, can I have your answer, and then
7 Mr. Weismantle can answer after that?

8 A Surely. It is my understanding that helicopters
9 with PA systems can be used to supplement route alert
10 drivers, assuming weather conditions permit, and other
11 considerations permit.

12 It is my understanding that helicopters in this
13 vein can be used to supplement route alert drivers and
14 supplement even the Coast Guard in the Sound for notification
15 of boaters.

16 Q Before we get to Mr. Weismantle, you just made
17 a reference to weather conditions. Could you elaborate
18 on that. Why did you include weather conditions as
19 a limitation?

20 A Again, Mr. Weismantle can probably give you a
21 better answer, but it is my understanding that ports close
22 in extreme fog conditions. You need a certain amount
23 of visibility, although we propose using helicopters as
24 a supplement to route alert drivers. I don't believe we
25 are proposing that they replace the route alert drivers.

1 Perhaps Mr. Weismantle can expand on that.

2 A (Witness Weismantle) There are actually --
3 obviously, any aircraft has certain limitations. You
4 don't have three hundred sixty-five days a year, twenty-four
5 hours a day, when a particular aircraft can be guaranteed
6 to be able to take off and fly.

7 Although helicopters probably have less restrictions
8 in terms of ceilings and so forth than other types of
9 aircraft. But I think your question went to the nature
10 of the agreement with Island Helicopter, and what it
11 basically amounts to is we have an agreement that involves
12 aircraft totaling, a quick count, twenty-one different
13 aircraft, and among the functions that they could perform
14 are alerting populations should the public warning system
15 fail.

16 I am quoting right from the letter of agreement.

17 Q What is your basis for saying that helicopters
18 have less restrictions on them in terms of weather than
19 other aircraft?

20 A Well, because they can fly at lower altitudes
21 safely. For instance, in the route alerting functions,
22 Island Helicopter has indicated to us that they could fly
23 as low as three hundred feet over residential areas, and
24 perform the route alerting function. Announce over a PA
25 system that people should turn to their local EBS station.

1 Q Do you know if a helicopter that is above ground
2 at an altitude of three hundred feet, do you know if the
3 PA system would be sufficient to reach the ground?

4 A Yes. These PA systems will. They have had --
5 this particular company, as a matter of fact, has had
6 experience in utilizing PA systems.

7 Not for route alerting in nuclear plants, but
8 they have been involved in rock festivals, providing
9 messages to crowds.

10 They also were engaged by us for the last
11 Shoreham demonstration, whereas it turned out there
12 weren't nearly as many people as originally expected,
13 so during the demonstration they didn't perform that
14 announcement, but they did demonstrate it ahead of time
15 to our satisfaction before we engaged the company to do
16 that.

17 Q When they demonstrated it, were you on the
18 ground, and was the helicopter three hundred feet in the
19 air?

20 A I wasn't, but one of my staff was. Elaine
21 Robinson. I don't recall her telling me that it was three
22 hundred feet in the air, but she did say that the PA system
23 boomed -- and those were her words -- the message during
24 this demonstration.

25 And that, based on that, it was no question in her

1 mind that it would be an effective augmentation to our
2 route alert drivers.

3 Q Am I right in understanding that the demonstration
4 took place in one spot, one central location, and that the
5 helicopter was, in effect, stationary in that area?

6 A Again, I don't think during the demonstration
7 we actually used the helicopter, because as it turned out
8 a lot less people showed up than had been publicized, but
9 I think actually the demonstration did move, but I think
10 it is irrelevant because I do't believe we did use the
11 helicopter. It wasn't necessary. At least the announcing
12 things.

13 Q Do you have any idea of what the minimum altitude
14 is that a helicopter is permitted to fly at?

15 A My understanding, over residential areas it is
16 three hundred feet, and I got that in discussions with
17 Elaine Robinson, who had spoken to Island Helicopter.

18 Q And isn't it a fact that your agreement with
19 Island Helicopter states that they must comply with the
20 regulations -- the applicable regulations?

21 A You know, I am not sure if such a statement is
22 in here, but obviously -- oh, yes, I am sorry. It is in
23 here. All flights will be conducted within the scope of
24 existing regulations.

25 I am sorry. I was going to say obviously we

1 wouldn't have something to the contrary in the agreement.

2 Q Okay. So I understand the helicopter will never
3 be below three hundred feet, in your opinion?

4 A Except when taking off and landing.

5 Q I meant during the functions in the plan.

6 A Yeah, that is my understanding.

7 Q Mr. Renz, how will helicopters support the
8 Coast Guard?

9 A (Mr. Renz) The same type of supplement to route alert
10 drivers, you can use to supplement Coast Guard notification.
11 Notification by the Coast Guard to applicable boaters.

12 Q Is there a procedure, is there a method by which
13 they will supplement the Coast Guard?

14 A I believe my prior responses have indicated that
15 we could not reach agreement with Island Helicopter until
16 sometime in mid to late December.

17 Therefore, no, those procedures, although being
18 considered right now, are not located in this revision of
19 the plan of procedures.

20 Q So, at this time it is nothing more than a
21 commitment by Island Helicopter to fly over the Long Island
22 Sound?

23 A Written commitment, and a general contract in
24 potential draft procedures, but nothing included in the
25 revision we are discussing here.

1 Q Do you have any idea of how slowly a helicopter
2 must travel in order to make its public address communications
3 heard?

4 A I suppose it depends on the context of which
5 you speak. Supplementing route alert drivers, or supplement-
6 in the Coast Guard. In any event, I don't believe I could
7 give you an answer.

8 Q Could anyone on the panel give me an answer
9 to that?

10 A (Witness Weismantle) No, I can't give you a
11 precise answer to that, although I might add that I believe
12 at certain other stations, helicopters are used, or at
13 least are indicated in the plan, for possible use over
14 water areas, which leads me to believe it is certainly
15 practical.

16 A (Witness Cordaro) At the Ginna facility, a
17 helicopter is referenced in the plan for use by the Coast
18 Guard to alert people. In the Ginna plan.

19 Q But there is no reference to the speed that
20 it travels at?

21 A No.

22 Q Mr. Renz, you stated that the Director of Local
23 Response takes several things into consideration when
24 he or she decides to activate the siren systems. Then
25 you stated that one of those things was the time of day.

1 Why is the time of day an important factor?

2 A (Witness Renz) I am sorry. Could you repeat the
3 first part of that question? I want to make sure I under-
4 stand it completely.

5 Q I will read to you from page 4869 of the
6 transcript, where you said: It can be based on a number
7 of considerations that I could not begin to think of them
8 all. It could be based on the time of day for some reason.

9 A Okay. I heard the last part of your question.
10 It is the first part of your question I was concerned with.

11 Q Your response about the time of day was in
12 response to a question about whether or not the Director
13 of Local Response took several things into consideration
14 when he decided to activate the siren system.

15 A Time of day, one example I can list, if you are
16 in the alert classification, and there is a decision to be
17 made on the activation of the emergency broadcast system,
18 and it is two o'clock in the afternoon, and potentially
19 schools will be sending children home within a half hour
20 or an hour, whatever the time frame is. I am not that
21 familiar with what the districts have here personally.

22 He might decide not to activate that system
23 in that condition. On the other hand, if it is eight
24 o'clock in the morning, it would be LERO's recommendation
25 that schools institute early dismissal plans. Again,

1 under alert classification. He might decide to activate
2 it.

3 That was an example of my --

4 Q Do you mean that if the Director's inclination
5 was to activate the siren, and he knew that the school
6 children would be in school for another half hour, he
7 would delay for half an hour to activate the siren?

8 A The plan doesn't contemplate activating the
9 sirens at the alert level. No, I didn't mean to indicate
10 that at all.

11 Q Is your answer about the time of day limited
12 only to the alert level?

13 A Right now I can't think of -- off the top of
14 head -- other instances, although I am not saying that
15 other instances do not exist.

16 Q Why is it important that the time of day be
17 considered when there is an alert level contemplated?

18 A I think my earlier response addressed that.
19 I don't know that it is that important that specifically
20 the time of day be analyzed in every case.

21 I think it was simply an example of one of
22 potential considerations the Director of Local Response
23 would take into consideration, and base a decision to
24 activate part or all of the prompt notification system.

25 Q I take it that you really can't think of another

1 example of when the time of day would be important.

2 MS. MONAGHAN: That has been asked and answered.

3 JUDGE LAURENSEN: Sustained.

4 BY MR. ZAHNLEUTEN: (Continuing)

5 Q Mr. Renz, what are the route alert drivers normal
6 functions for LILCO?

7 A (Witness Renz) You mean what is their position
8 with LILCO as opposed to their route alert position within
9 LERO?

10 A Right. What are their routine job assignments?

11 MS. MONAGHAN: Objection, Your Honor. I fail
12 to see how this is relevant to their ability to perform
13 route alert driving functions.

14 JUDGE LAURENSEN: Overruled.

15 WITNESS RENZ: I do not recall, off the top
16 of my head. Perhaps another member of the panel, specifically
17 Mr. Weismantle, might recall.

18 BY MR. ZAHNLEUTER: (Continuing)

19 Q Does anyone else recall?

20 A (Witness Weismantle) I just don't recall.

21 Q Mr. Renz, I would like to refer you to
22 Attachment 1 of the testimony, specifically the route
23 alerting map for Siren No. 53. In your testimony, on page 14,
24 in your answer to Question 12, you state that route alert
25 drivers will be dispatched to drive routes in Attachment 1,
through the area covered by one siren. On his drive through

1 the route alert area, et cetera.

2 Is that an implication that one driver will be
3 assigned to one route alert area?

4 A (Witness Renz) Not at all. I believe this
5 question was raised previously, and as I recall my response,
6 -- if you will give me a minute just to re-read the sentence.

7 As the sentence states, route alert drivers
8 will be dispatched to drive routes through the area covered
9 by one siren.

10 This does not limit the number of route alert
11 drivers you can put into the area covered by one siren.
12 As I recall, the example I stated yesterday or the day
13 before, included -- if you had two siren failures, and
14 one of them happens to be an example -- Attachment 1
15 in the example, if you have twenty route alert drivers
16 at each staging area, you might send five, or seven, or
17 however many the decision is called for, into that one
18 siren area. One area covered by one siren.

19 Q You said you might send five or seven drivers.
20 Who would make that decision?

21 A I believe that was addressed also in previous
22 testimony. I believe the response then was, and would be
23 now, the Lead Traffic Guide would make that decision.

24 However, it might not be limited to him. He
25 might confer with personnel in the EOC to confirm that

1 decision if, in his opinion, he needed such confirmation.

2 Q I refer you to Attachment 1, and Siren No. 53.
3 And assume that that siren malfunctions. In your opinion,
4 how many drivers would be dispatched to that area?

5 MS. MONAGHAN: I object, Judge Laurenson. Again,
6 we are getting into the level of minute detail that is
7 inconsistent with your reading of the Waterford Opinion.

8 MR. ZAHNLEUTER: I think in view of the
9 statements here, and in view of the fact that the Attachment
10 is part of the testimony, it is a reasonable question.

11 JUDGE LAURENSEN: Overruled.

12 WITNESS RENZ: My answer to this would be based
13 on a number of factors. If Siren 53 was the only siren
14 that may have failed, I would obviously dispatch a greater
15 number than I would if other sirens had failed as well.

16 I would not deplete all of my route alert
17 driver resources. It would have to be an estimation of
18 an appropriate number. Such an estimation I don't feel
19 I can give you right now. I haven't participated in any
20 of the drills that addressed potentially this aspect.

21 Perhaps Mr. Weismantle could give you more.

22 WITNESS WEISMANTLE: As a manager of Local
23 Response, what the management of LERO keeps in mind is
24 what the particular circumstances are. In other words,

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1 as Bill indicated, one of the factors would be the number of
2 sirens that happened to fail.

3 Another factor would be keeping in mind that
4 our objective here is reducing the dose received by the
5 public, you tend to concentrate your resources on areas
6 that either are receiving doses at the time, or areas
7 geneally closer to the plant downwind, where it is most
8 likely that protective action would be required, if it
9 hadn't been declared already.

10 So, those are the factors that go in, and there
11 is just an infinite number of scenarios you can postulate
12 and it would be impossible to write down specific instructions
13 as to how to deploy your route alert drivers for all of
14 them, and that is why they are not written down.

15 BY MR. ZAHNLEUTER: (Continuing)

16 Q Okay. I don't want to get into the specific
17 instructions that might be contemplated.

18 A (Witness Weismantle) As I said, there aren't
19 any, for that reason.

20 Q I would like to assume, though, that one driver
21 was dispatched to this area in Attachment 1. And my
22 question would be: Where is the designated entry point
23 into that area?

24 A Are you asking me that question?

25 Q Mr. Renz?

1 A (Witness Renz) Oh, I am sorry. Again, I am
2 not that familiar with the aspects of that specific drill.
3 I don't know that there is a specified entry point to
4 this area.

5 Q Mr. Weismantle?

6 A (Witness Weismantle) There isn't a specified
7 entry point, as such.

8 Q I refer you to OPIP 3.3.4, page 6, Item 7A.
9 It states that upon reaching the starting point of the
10 route, the route driver will drive at approximately five
11 miles per hour, and activate the public address system.

12 A That simply means when he gets to a point
13 at the edge of the circle.

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1 Q So it is any point, any point that he happens
2 to arrive at?

3 A (Witness Weismantle) Well, we don't define the
4 point. That is something the route alert driver effectively
5 defines.

6 Q Okay. Let's assume that the point is Fenwick
7 Boulevard which is around 7 o'clock on the circle there.

8 A Yes.

9 Q And let's assume that the driver chooses that
10 point to enter. How is LILCO assured that the driver will
11 systematically cover these streets in a fashion so that
12 everyone is notified?

13 A Because that is the instructions he receives.
14 He understands that he is to go there and cover the streets
15 in the map.

16 Q Isn't this map quite complex?

17 A I don't think so.

18 Q You don't think so. How would you approach
19 covering every street in this map if you started at
20 Fenwick?

21 A Personally?

22 Q Yes, briefly.

23 A If I am the only route alert driver, I would
24 tend to work out in effect a grid system and systematically
25 cover rectangles until I covered the whole area.

1 Q When would you systematically work this out?

2 MS. MONAGHAN: Objection, Your Honor. I think we
3 are getting into the level of detail that you admonished us
4 against getting into.

5 JUDGE LAURENSEN: Sustained.

6 BY MR. ZAHNLEUTER:

7 Q Maybe I could approach it in a different way.
8 Is there any training that the route alert drivers will go
9 through for this process?

10 A (Witness Weismantle) Excuse me, I am sorry?

11 Q Mr. Weismantle, is there any training process
12 that the route alert drivers will go through?

13 A I described that process yesterday.

14 Q You described that process yesterday. Did you
15 include a description of the systematic way in which a
16 driver goes through a route area?

17 A He does not receive training as to, and let's
18 take this example, as to how systematically go through
19 siren 53 or 52 or 109. What I tried to say before is there
20 are an infinite number of combinations of the patterns of
21 sirens that could fail and the number of route alert
22 drivers that you would send to a particular siren. It just
23 would be impractical to try to cover them all in written
24 instructions in our opinion and is completely unnecessary
25 and unwarranted.

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1 Q What is the consequence if a route alert driver
2 fails to cover the entire route area?

3 MS. MONAGHAN: Objection, Judge Laurenson. We
4 keep going back over the same ground, and I think this is
5 continuing to go into minutiae.

6 JUDGE LAURENSEN: Overruled.

7 WITNESS WEISMANTLE: Could you repeat the
8 question, please.

9 BY MR. ZAHNLEITER:

10 Q What is the consequence if a route alert driver
11 fails to cover the entire area?

12 A (Witness Weismantle) The obvious consequence is
13 that some people would not get the message conveyed. Again,
14 as an answer to your other question before, he knows his
15 job is to cover the area that he is sent to cover. So I
16 don't accept the premise behind your question.

17 Q You are saying that he knows the area that he
18 is supposed to cover. When does he find out for the first
19 time that that is the area that he is supposed to cover.

20 A When the lead traffic guide dispatches him.

21 Q Mr. Hobbs, did you make any recommendations to
22 LILCO about LILCO's use of route alert drivers?

23 A (Witness Hobbs) If I may have a minute, please.

24 (Pause.)

25 I don't recall any specific recommendations with

1 regard to the route alert driver:.

2 Q Why didn't you make any recommendations?

3 A Quite frankly, they explained what their
4 concepts were and I did not find any problems with them.

5 Q Do you think it is a problem that a route alert
6 driver is given the discretion to cover a route area
7 without any surveillance by LILCO and without any
8 monitoring by LILCO?

9 A Do you mean that he is given a map and let go
10 to run wild, so to speak?

11 Q That he is given a map and told to cover it and
12 told to report back when he is done.

13 A I think their training reinforces the need of
14 the importance of all of these functions by each and every
15 LERO worker. I would assume that the route alert driver is
16 as dedicated to his job as the LERO manager or the LERO
17 director or anybody else in the organization.

18 Q But isn't it a fact that the training doesn't
19 include these specific route areas for the route alert
20 drivers?

21 A I guess in my own opinion I am not convinced
22 that each route alert driver needs to be intimately
23 familiar with each area that he has got to cover. He needs
24 to know the concepts, he needs to know why he is doing it
25 and he needs to know the reasons behind it. It is good

1 management and it is good planning to give a generic course
2 to all route alert drivers because it is not reasonable to
3 expect that the same driver is going to have to cover the
4 same area each and every time. They are all adaptable to be
5 able to cover different areas.

6 Q This general aspect of the training that you
7 just described, do you think that enhances or takes away
8 from the time estimates that it would take to complete a
9 trip through the route area?

10 A I am unable to answer that.

11 Q Do you think that the general training that the
12 route drivers go through enables them to complete their
13 task quickly?

14 A More quickly than if they did not have
15 training, certainly.

16 Q Would it be completed more quickly than if they
17 had specific training specific to the route area?

18 A We have a number of problems to consider if we
19 consider that premise, the first being that the particular
20 route could only be covered effectively if the particular
21 driver trained in that route could arrive there, and I
22 don't think that is a proper use of manpower and I don't
23 think that is a proper approach to the planning process.

24 I think you have to design a training program
25 that looks at the overall functions of what needs to be

1 done and then train them in that function. Thereby you can
2 have any one of a potential 60 or whatever that particular
3 number goes, to have any one of those do an effective job
4 of doing a particular route.

5 Q Mr. Weismantle, I would like to follow up on a
6 question that Mr. Miller asked you yesterday and it
7 involves your answer to Question 15. It was that
8 troublesome parenthetical that read less than five percent
9 of the population residing in the EPZ speaks any one
10 language other than English.

11 Have you calculated the number of people that
12 that represents?

13 A (Witness Weismantle) Yes, I have, and I did
14 this by adding up the totals on the census track summaries
15 attached to Contention 21(c) for those people who do not
16 speak well or do not speak at all English, and there are
17 two categories of people there. One is Spanish speaking,
18 and I believe we got on the record yesterday that there were
19 292 of those, and the others are all lumped together as
20 other language, and the other language total adds up to
21 1,006. So that the total of people in the census tracks
22 that correspond to the EPZ turns out to be 1,398, which is
23 a little under one and a half percent of the total of the
24 people in the EPZ. That is a 1980 census, I might add,
25 which is the latest available information to us.

1 Q Do I understand you correctly then that when
2 the public address system is used there will be 1,300
3 people who will not understand it because you have made no
4 provision for translation?

5 A What do you mean by public address system?

6 Q Well, the informational messages that we talk
7 about in Answer 15.

8 A The informational messages we are talking about
9 here are EBS messages, and the answer to your question is
10 no, it is not true that the 1,398 people would not
11 understand those messages.

12 Q How would they understand them?

13 A Because many of them would live in homes, for
14 instance, where someone else spoke English. In addition to
15 that, we have sent them information which tells them about
16 the siren system and the EBS system. So they will be aware
17 of the significance of the sirens going off and then they
18 can seek additional information.

19 Q First of all, what language have you sent them
20 information in?

21 A I am sorry, Spanish.

22 Q Just Spanish? Your response is only in that
23 regard, it is only directed toward the 200-and-some-odd
24 people, correct?

25 A Well, it is directed towards -- well, let me go

1 back a little bit. We sent out a survey to everybody in the
2 EPZ asking them if they needed special assistance or wanted
3 more information. In the survey there as written in Spanish
4 an indication to those Spanish speaking people to let us
5 know if they needed more information. In other words, if
6 they had a translator, the assumption has to be that in
7 those cases they didn't ask us for further information
8 because somebody told them the import of what we sent them
9 in the first place.

10 We got back about 25 cards which were then
11 followed up with a mailing in Spanish to provide them with
12 more detailed information. So that is the full background
13 of the information.

14 Q I thought that that was the subject of
15 Contention 21(c) and I didn't really want to interrogate
16 you about that contention right now. But I am concerned
17 about the remaining 1,000 people or so that received a
18 letter which was written in English and had a Spanish
19 notation on it.

20 A (Witness Cordaro) What the problem is with that
21 is that these other people represent a tremendous diversity
22 of different languages and it is very difficult to try to
23 come up with messages in different languages which is
24 potentially confusing. In fact, that is one reason why FEMA
25 has issued guidance on what is required in this regard when

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1 people in the EPZ do not speak English, and that was
2 referenced yesterday.

3 We have tried to comply with the guidance of
4 FEMA Memorandum 20, which was based on the Voting Rights
5 Act of 1965, which I cited yesterday, namely, that there is
6 this five percent cutoff, and at what point do you decide
7 whether there is a need to provide messages and details in
8 different languages.

9 But we have attempted to comply with what FEMA
10 requires in this regard, and we have ever gone beyond that
11 because we have taken special steps with regard to the
12 Hispanic because they do represent one identifiable block
13 of individuals who speak a specific language. We have gone
14 even beyond what the FEMA guidance requires.

15 Q What I really want to do is just get to the
16 gist of your answer to 15, and do I take it correctly that
17 there are still approximately 1,000 people who will not
18 understand the informational messages because there was not
19 attempt to make a translation for them?

20 MS. MONAGHAN: Objection. I believe that has
21 been asked and answered.

22 JUDGE LAURENSEN. Sustained.

23 BY MR. ZAHNLEUTER:

24 Q I believe you said before, Mr. Weismantle, that
25 there were people who did not speak English who receivedd

1 the letter, but you stated that people would be there in
2 the household to explain the letter to them. What is your
3 basis for saying that?

4 A (Witness Weismantle) Common sense and common
5 knowledge. I think we all know families who have some
6 members of the family that do you not speak English well
7 and others do. That is not at all uncommon this this
8 country. There happen to be a rather small number of those
9 people in the EPZ relative to the total population.

10 Q Mr. Renz, on page 17 in the answer to Question
11 16 you speak about dosimeters. Could you explain to me what
12 kinds of dosimeters LILCO intends to use for purposes of
13 its plan?

14 MS. MONAGHAN: Objection. It is beyond the scope
15 of the contention here.

16 MR. ZAHNLEUTER: The answer references
17 dosimeters and then gets into some details about the
18 millirems that they are capable of reading. I would like to
19 have an explanation about what the dosimeter is.

20 JUDGE LAURENSEN: The objection is overruled.

21 WITNESS RENZ: Can you repeat the question,
22 please.

23 BY MR. ZAHNLEUTER:

24 Q Yes. What type of dosimeter does LILCO intend
25 to rely on for purposes of its plan?

1 A (Witness Renz) I believe we issue three
2 dosimeters.

3 JUDGE LAURENSEN: Now this will be limited just
4 to the testimony you are asking about, and that would be
5 the dosimeters used by the route alert drivers and not
6 anything beyond that.

7 MR. ZAHNLEUTER: Yes, that is correct.

8 WITNESS RENZ: Dosimeters we issue to any
9 emergency worker, including route alert drivers, number
10 three. The first dosimeter reads from zero to 200 millirem.
11 The second dosimeter reads from zero to 5 Rem or 5,000
12 millirem. The third dosimeter is not a direct reading
13 dosimeter, or DRD, but it is a TLD or a transluminescent
14 dosimeter.

15 BY MR. ZAHNLEUTER:

16 Q When a driver takes the dosimeter to the route
17 area, what will the reading be on the zero to 200 millirem
18 dosimeter be?

19 A (Witness Renz) When the driver leaves the
20 staging area the reading will be zero.

21 Q The reading will be zero. Do you have any
22 indication of what the background level for radiation is on
23 Long Island?

24 A That has nothing to do with it. The dosimeter
25 were zero prior to the dispatch of the route alert drivers.

1 Q How do you know that?

2 A It is plant procedure.

3 Q Why do you do that?

4 MS. MONAGHAN: Judge Laurenson, I think this is
5 really getting far beyond the scope of Contention 56.

6 JUDGE LAURENSON: I think we are beyond that,
7 Mr. Zahnleuter. The objection is sustained.

8 BY MR. ZAHNLEUTER:

9 Q Later on in that answer you used a level of
10 5 Rems of when the route alert driver is to leave the area.
11 Why do you use that standard?

12 A (Witness Renz) As I recall, the 5 Rem standard
13 that we use within the LERO plan, the basis of that is that
14 it is consistent with the EPA PAG's, or protected action
15 guidelines limits associated for exposure to the general
16 public.

17 Q Do you know if those limits take into account
18 background?

19 A Those limits take into account projected or
20 actual exposures from the nuclear facility. I don't
21 believe they take into account or are meant to take into
22 account background levels.

23 A (Witness Weismantle) If I might add, the
24 background level, if you were exposed to background for one
25 day on Long Island it would be something like a quarter of

1 a millirem. So it is inconsequential when you are concerned
2 about the types of levels that are indicated.

3 Q Background is one-quarter of one millirem?

4 A (Witness Cordaro) The average yearly background
5 in the Shoreham vicinity is something like 90 millirems a
6 year. So assuming it is uniform throughout the year, you
7 are talking about roughly a quarter of a millirem a day.

8 BY MR. ZAHNLEUTER:

9 Q On page 18, after an exposure to five rems, the
10 route alert driver is stated to be directed to go back to
11 the decontamination center at Brentwood for possible
12 decontamination.

13 Mr. Renz, what does decontamination involve?

14 MS. MONAGHAN: Judge Laurenson, I think this is
15 beyond the scope of Contention 56.

16 MR. ZAHNLEUTER: Is it just one question and I
17 think it affects the interest of a route alert driver to go
18 through this process.

19 MS. MONAGHAN: I really don't see how that
20 relates to the route alert driver's ability to provide
21 notification to the public.

22 JUDGE LAURENSEN: The objection is sustained.

23 BY MR. ZAHNLEUTER:

24 Q Mr. Renz, in Attachment 2, which is a letter
25 from the Captain from the U. S. Coast Guard to you, I would

1 like to inquire about the qualifications that the Coast
2 Guard has made, namely, that direct reading and
3 thermoluminescent dosimeters for all boat crews, and you
4 see the other references to B and C below.

5 Are those items included in the plan?

6 A (Witness Renz) Are those types of dosimeters
7 included in the plan? Yes, they are. Those are the same
8 that I referred to earlier.

9 Q Does the plan state that the Coast Guard will
10 be provided with that equipment and training?

11 A Due to the fact that this letter is Appendix B
12 of the plan, yes.

13 Q Well, this is a letter from the Coast Guard to
14 you.

15 A (Witness Weismantle) Mr. Zahnleuter, maybe I
16 can clear it up. We have bought the dosimeters. We have
17 them in Hicksville and we are going to distribute them to
18 the Coast Guard and we have provided training to the Coast
19 Guard. We have run three training sessions with them.

20 MR. ZAHNLEUTER: I have no other questions.

21 JUDGE LAURENSEN: Mr. Bordenick?

22 MR. BORDENICK: I do not have any questions of
23 this panel.

24 JUDGE LAURENSEN: Ms. Monaghan, do you want to
25 start the redirect now or do you want to take the morning

1 recess first?

2 MS. MONAGHAN: I think it might be an
3 appropriate time to take the morning recess, Judge
4 Laurenson.

5 JUDGE LAURENSEN: All right. We will take a
6 recess.
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1 (Whereupon, the hearing is resumed at

2 10:38 a.m.)

3 JUDGE LAURENSEN. Back on the record.

4 MR. SISK: LILCO has filed a motion for ex-
5 pedited consideration and expedited ruling on LILCO's
6 Motion to Strike on, I believe, Contention 24(T).

7 MR. ZAHNLEUTER: No, it's 24(F)(2).

8 MR. SISK: 24(F)(2). I'm sorry. I had my
9 numbers wrong.

10 The basis for the motion for expedited ruling
11 is that the State of New York failed to inform LILCO that
12 it would be filing testimony on this issue, and also
13 failed to inform LILCO of a witness that would be pre-
14 sented. At this point, New York is offering LILCO docu-
15 ment discovery, a deposition, and so forth, to be con-
16 ducted on this issue.

17 We believe that there are grounds for granting
18 the Motion to Strike, for doing it in an expedited
19 fashion. If it is denied, it will require LILCO counsel
20 to go through additional discovery steps that had not
21 been contemplated and that, in fact, should have been
22 completed before the testimony was filed.

23 It is our view that in this circumstance, this
24 is an unusual circumstance, warranting an expedited rul-
25 ing on the Motion to Strike, because LILCO attorneys who

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1 are working on that issue are working on a number of
2 issues in this proceeding, and they need to decide what
3 needs to be done.

4 JUDGE LAURENSEN: Mr. Zahnleuter's request, as
5 I understood it first thing this morning, was that he be
6 given until next Wednesday, as I recall, to respond to that
7 because of the fact that he is obviously tied up here at
8 the hearing, until Monday, I believe.

9 Is that your request?

10 MR. ZAHNLEUTER: My -- I requested until
11 Wednesday. I believe that was the date that Motions, or
12 Responses to Motions to Strike are due.

13 JUDGE LAURENSEN: Does that present a problem?

14 MR. SISK: If the Board's ruling can be pre-
15 sented in an expeditious fashion, say in a day or two,
16 after the time the State responds, then I don't think
17 that that will create any problem. But if we go through
18 the procedure of not announcing the ruling until the
19 testimony is ready to begin, we won't know whether we
20 have to do discovery on that issue.

21 JUDGE LAURENSEN: What you are really asking
22 for then is that we announce a decision earlier than we
23 ordinarily do, which is at the time we get into a parti-
24 cular new cluster.

25 MR. SISK: And certainly by the end of next

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1 week, if that is possible. And to the extent that that
2 factors into Mr. Zahnleuter's response time, then I would
3 like the Board to take that into consideration as well.

4 MR. McMURRAY: Judge Laurenson, if I may,
5 before you deliberate, I would support the State's motion
6 that it be permitted to respond by next Wednesday. It
7 seems to me this is a II-B matter, and there is no reason
8 to have an expedited decision here.

9 The County supports the State's position.

10 (The Board is conferring.)

11 JUDGE LAURENSEN: We have considered the
12 request of the State. And we would say at the outset,
13 we don't have LILCO's motion with us at this time. But,
14 the State's request to be given until next Wednesday to
15 respond to that, the Board finds to be reasonable.

16 That request is granted. As far as LILCO's
17 suggestion that we should rule on it by the end of the
18 week, we can't, of course, commit ourselves to deciding
19 it in that period of time. If the Motion to Strike is
20 granted, of course, then LILCO has no further need for
21 any additional time. If the motion were to be denied,
22 then we would do what we have done in the past, in the
23 event this does present new material, to give an opportunity
24 for discovery.

25 But the request of New York to file its response

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1 next Wednesday is granted. We will examine the motion and
2 reasons for the expedited ruling, but we are not going to
3 commit ourselves at this point to ruling within any parti-
4 cular period of time.

5 Anything further on that?

6 (No reply.)

7 Are you ready for the redirect examination?

8 MS. MONAGHAN: Yes, we are.

9 REDIRECT EXAMINATION

10 BY MS. MONAGHAN:

11 Q Mr. Renz, do you recall that Mr. Miller asked
12 you some questions concerning the activation of the prompt
13 notification system at a level other than a general
14 emergency?

15 A (Witness Renz) Yes.

16 Q And do you also recall making the statement
17 that unless the notification from the plant is a general
18 emergency with protective action recommendations, that
19 only the Director of Local Response is authorized to acti-
20 vate the prompt notification system?

21 A Yes.

22 Q Under what circumstances could the Customer
23 Service operator activate the public notification system?

24 A The Customer Service operator, at the direction
25 of the procedure, is authorized to activate prompt

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1 notification system in a circumstance other than immediate
2 or of notification of a general emergency with protective
3 action recommendations at such a time that he cannot
4 reach the Director of Local Response.

5 Q Are you generally familiar with the regulations
6 and guidelines governing the prompt notification system,
7 and the activation of that system?

8 A I believe so, yes.

9 Q And are you in particular familiar with
10 10 CFR, Part 50, Appendix E, I believe it's Section 4.d.3?

11 A Yes.

12 Q Would you take a look at that regulation,
13 please?

14 A (Witness complying.)

15 Q I believe if you look at the bottom portion of
16 that recommendation, could you please read for me the
17 section that begins with "The use of this notification
18 capability?"

19 JUDGE LAURENSEN: Which page are you reading
20 from?

21 MS. MONAGHAN: Page 461 from 10 CFR, which
22 runs from Part 0 to 199.

23 WITNESS RENZ: That section of Appendix E,
24 from that point in the paragraph, reads as follows:
25 "The use of this notification capability will range from

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1 immediate notification to the public (within fifteen
2 minutes of the time that State and local officials are
3 notified that a situation exists requiring urgent action)
4 to the more likely events where there is substantial
5 time available for the State and local government
6 officials to make a judgment whether or not to activate
7 the public notification system. Where there is a decision
8 to activate the notification system, the State and local
9 officials will determine whether to activate the entire
10 notification system simultaneously or in a graduated or
11 staged manner."

12 BY MS. MONAGHAN: (Continuing)

13 Q Thank you, Mr. Renz. Do you know if there is
14 any requirement in the regulations and guidelines, in-
15 cluding the section that you have just read, that would
16 require activation of the prompt notification system
17 prior to a general emergency?

18 A I know of no such requirement.

19 Q Mr. Renz, let's assume that you have an
20 immediate general emergency with protective action re-
21 commendations and neither the Director of Local Response
22 nor the Coordinator of Public Information can be reached,
23 now I believe that you stated under that scenario the
24 Customer Service operator has the responsibility to
25 activate the two components of the prompt notification

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1 system.

2 A The Customer Service operator is directed by
3 procedure to do so, yes.

4 Q How would the Customer Service operator
5 activate the siren system?

6 A He would direct the Shoreham control room to
7 activate the siren portion of that system.

8 Q And how would he activate the EBS system?

9 A He would notify WALK and instruct them to
10 activate the EBS system.

11 Q Okay. Under those circumstances, what EBS
12 message would the Customer Service Supervisor provide
13 to WALK radio?

14 A I believe that would be Message A, in the
15 sample messages provided in OPIP Number 3.8.2.

16 Q Does the Customer Service Supervisor have
17 the responsibility or authority to draft follow-up
18 messages that would contain additional information other
19 than Message A that you referred to?

20 A No.

21 Q Is it spelled out specifically in the plan
22 and procedures?

23 A It is -- that intent is spelled out. I don't
24 know that it is -- that that specific scenario or limitation
25 is spelled out in the plan or procedures. However, the

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1 concept is established through the training and drilling
2 of that procedure.

3 Q So, how would the Customer Service Supervisor
4 know that he is supposed to use Message A?

5 A Again, it's through the training and drilling
6 of that procedure and that aspect of an emergency response
7 of the Customer Service Supervisor.

8 Q Will the Customer Service Supervisor have
9 access to any manuals of the procedures that would help
10 him determine what message to use?

11 A Yes, although it is not specified in the plan
12 and the OPIPs. The draft Customer Service Manual refer-
13 red to in previous testimony, it is intended for that
14 draft to provide for him to provide that message.

15 Q Mr. Renz, do you recall any discussions that
16 you had with Mr. Miller concerning methods by which
17 LILCO will be able to determine that sirens have failed?

18 A Yes, I do.

19 Q And do you recall stating at that time that
20 the means would be a telephone survey by Marketing
21 Evaluations and a review of the electric circuits?

22 A Yes, I do.

23 Q Do you also recall that there was a discussion
24 concerning the Riverhead Customer Service Office having
25 the capability to determine that an individual siren had

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failed?

A Yes, I do.

Q How would that be done?

A In regard to the Riverhead Customer Service Office, the circuits of the individual sirens, or one or two sirens on the same circuit, should a circuit go down, that another way to establish that that circuit is down is simply by customer complaints to the Riverhead Customer Service Office.

Q Mr. Hobbs, yesterday in response to Mr. Miller's question concerning your knowledge about route alert drivers used as a backup method for failed sirens, you referenced some other emergency plans for other nuclear plants.

Do you recall making those statements?

A (Witness Hobbs) Yes, I do.

MR. MILLER: Judge Laurenson, excuse me. If I could just request -- I'm having a lot of trouble hearing the questions from Ms. Monaghan. If she could just --

JUDGE LAURENSON: I believe you can move the microphone closer.

MS. MONAGHAN: All right. I'm sorry.

BY MS. MONAGHAN: (Continuing)

Q Other than the plants that you mentioned

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1 yesterday, are there any other plants that you are aware
2 of that use route alert drivers as a backup to a failed
3 siren system?

4 A There are several. TVA uses them pretty
5 extensively throughout all three of their plants, those
6 being Browns Ferry, Sequoyah, and Watts Bar.

7 Commonwealth Edison also uses route alert
8 driving for the LaSalle and Zion Plants.

9 Q Within the same group of questions, Mr.
10 Miller asked you whether it was your opinion that route
11 alert drivers were the best system to back up the sirens.

12 Do you recall that line of questioning?

13 A Yes, I do.

14 Q Do you further recall that Mr. Miller asked
15 you whether route alert drivers were a better backup
16 system than an independent backup power for the siren
17 system?

18 A Yes, I do.

19 Q Are you aware of any other nuclear plants
20 which use electromechanical sirens, such as are used
21 in the LILCO system, which provide an independent backup
22 power system to those sirens?

23 MR. MILLER: Objection as to relevancy, Judge
24 Laurenson.

25 JUDGE LAURENSEN: Overruled.

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1 WITNESS HOBBS: Can I answer?

2 JUDGE LAURENSEN: Yes.

3 WITNESS HOBBS: I know of no plants that are
4 using fixed backup power supplies for electromechanical
5 devices. There are certain occasions, very slim and few
6 between, they might have a trailer-mounted generator that
7 they roll up to a siren or something of that nature.
8 But not a fixed power supply.

9 BY MS. MONAGHAN: (Continuing)

10 Q Mr. Hobbs, there was considerable discussion
11 on the record regarding the time it would take to per-
12 form certain tasks, such as activating the EBS system or
13 dispatching route alert drivers to cover a particular
14 route.

15 Do you recall those discussions concerning
16 time estimates?

17 A Yes, I do.

18 Q Are you familiar with the regulations and
19 guidelines concerning the activation of the prompt
20 notification system?

21 A Yes, I am generally. Yes.

22 Q And is the language in 10 CFR, Part 50,
23 Appendix E that was read by Mr. Renz into the record one
24 of those regulations and guidelines to which you were
25 referring?

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A Certainly they are a part of it, yes.

Q If the Director of Local Response is notified of an incident at the Shoreham Plant, when, in your opinion, does the fifteen minute time period referred to in the regulation begin to run?

A If the Director of Local Response is notified?

Q Yes.

A It's my opinion, based on my reading of the document entitled "FEMA-43", that it begins from his decision in which to make his decision to sound the prompt notification system.

And that appears on Page E-4 in FEMA-43, and it's the second bullet down on that page, if I might read it. It says: Discussion of the procedures to be employed to activate the notification system and an analysis of the amount of time required to implement these procedures which demonstrates that, once appropriate official has decided to activate the alert notification system, the fifteen minute design objective of NUREG0654, FEMA Rev.1, Page 3-3, can be met.

Based on that, it is my opinion that he has fifteen minutes from which the decision is made to activate sirens.

Q A.l right. And the document that you are referring to is FEMA-43 which was entered into evidence

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1 as Suffolk County Exhibit EP-14; is that correct?

2 A EP-14 sounds correct, yes.

3 Q Mr. Renz, I will get back to you for a minute
4 here. Do you recall discussing WALK-FM radio as the
5 radio station and frequency that will activate the tone
6 alert radios used in the LILCO prompt notification
7 system?

8 A (Witness Renz) Yes.

9 Q Is there any radio station other than WALK-FM
10 which can activate the tone alert radios that are used
11 in the LILCO prompt notification system?

12 MR. MILLER: Objection. That was asked and
13 answered, Judge Laurenson.

14 JUDGE LAURENSEN: Overruled.

15 WITNESS RENZ: No.

16 BY MS. MONAGHAN: (Continuing)

17 Q Do you recall Mr. Miller's hypothetical in
18 which he asked you to assume that for some reason the
19 WALK-FM could not broadcast?

20 A Yes, I do.

21 Q In your opinion, is that situation probable?

22 A In my opinion, it is not probable. WALK has
23 a backup generating capability of an 80 kw generator.

24 Q Mr. Weismantle, I ask you to look, please,
25 at NUREG0654, Appendix 3 --

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JUDGE LAURENSEN: Excuse me. Before you go into that, I just had one follow-up for Mr. Renz.

Are there any occasions when WALK radio has been off the air? And, if so, would that affect the ability to send this signal?

WITNESS RENZ: To my knowledge, I know of no instances when they were off the air; however, if they are off the air, that would affect their ability to send a signal.

WITNESS CORDARO: Judge Laurenson, they may have had some difficulties in the past. This backup generator that has been supplied is of recent vintage, in the last year or two. So that is a new addition and insures their reliability.

JUDGE LAURENSEN: Excuse me.

MS. MONAGHAN: That's all right, Judge Laurenson.

BY MR. MONAGHAN: (Continuing)

Q Mr. Weismantle, I ask you to look at NUREG0654, Appendix 3, Page 3-3.

A (Witness Weismantle) I have it in front of me.

Q Just wait until I get it here.

JUDGE LAURENSEN: What was the Appendix?

MS. MONAGHAN: It's Appendix 3, and it's at

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Page 3-3.

JUDGE LAURENSEN: Okay.

BY MS. MONAGHAN: (Continuing)

Q Do you recall yesterday Mr. McMurray asked you a number of questions about the special requirements exception that's noted in Appendix 3?

A Yes.

Q Do you see the language concerning the special requirements exception on the bottom of the page there?

A Yes, I do.

Q Would you please read that language?

A The basis for any special requirements exceptions (e.g. for extended water areas with transient boats or remote hiking trails) must be documented.

Q Do you recall that yesterday Mr. Penz stated that an emergency plan must document the basis for a special requirements exception?

A Yes, I do.

Q Do you agree with that statement?

A Yes, I do.

Q Does the LILCO plan document a special requirements exception for the Coast Guard alerting persons on the waters of Long Island Sound?

A Yes. The LILCO plan documents the basis for

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1 that exception.

2 Q Where in the LILCO plan is it documented?

3 A It's documented in a number of places. For
4 example, on Page 1.1-1 of the plan, in Figures 1.1.1 and
5 in 3.5.1; and another example is in Appendix B, Page APP-
6 B-3.

7 Q Could you describe for the Board what is on
8 the pages that you have just listed?

9 A Yes. The page in the plan, which is the first
10 page in the plan, simply indicates the location and the
11 geography around Shoreham and indicates Shoreham is
12 located on the North Shore of Long Island.

13 The two Figures depict Shoreham's location
14 relative to Long Island Sound.

15 And the Appendix page I referred to is the
16 Coast Guard letter of agreement with LILCO.

17 Q Specifically, what language is contained on
18 Page 1.1-1 that indicates that the Shoreham Plant is
19 located on Long Island Sound?

20 A On Line 22 through 25, the language is: The
21 Shoreham Nuclear Power Station is located in the Town of
22 Brookhaven, Suffolk County, New York, on the North Shore
23 of Long Island, as illustrated in the General Location
24 Map (Figure 1.1.1).

25 And that map is two pages beyond and shows

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1 the Shoreham site on the shore of Long Island Sound.

2 Q Do you believe that the documentation that
3 you have referred to, I believe it's Pages 1.1-1,
4 Figure 1.1.1, Figure 3.5.1, and Appendix B-8, constitute
5 the type of documentation that complies with the re-
6 quirements of NUREG0654?

7 A Yes, I do.

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1 Q Mr. Renz, yesterday there was some discussion
2 concerning design reporting in connection with FEMA 43. When
3 was that report begun by LILCO?

4 A (Witness Renz) The design report, before the
5 issuance of FEMA 43, was September of last year, a few
6 months ago, was considered to be the Wyle Report that
7 we discussed briefly yesterday.

8 As a result of FEMA 43, it is my understanding
9 that our design report has to include much more material.
10 I would say the basis of that report is our early report,
11 and I think Mr. Weismantle referred to our response to
12 FEMA 43, the work in upgrading that report has commenced
13 fairly recently.

14 Q Mr. Renz, do you recall that Mr. McMurray asked
15 you if you have asked for any commitments from the Coast
16 Guard that it would perform any or all of its responsi-
17 bilities under these special alerting method within any
18 particular time frame?

19 A Yes, I do.

20 Q Do you have anything to add or to modify the
21 answer that you gave yesterday?

22 MR. McMURRAY: The question is overly broad
23 and vague.

24 BY MS. MONAGHAN (Continuing)

25 Q Mr. Renz, what is the substance of your

1 discussions with the Coast Guard regarding the time it would
2 take them to perform their functions?

3 A (Witness Renz) We have discussed on -- I am not
4 sure how many occasions -- the sequence of events that would
5 take place after they were notified of an emergency that
6 included protective action recommendations.

7 I believe my response yesterday stated that I
8 wasn't sure if I approached the subject of any time
9 limitations specified in regulation or guidance materials.

10 What my response was directed to was discussions
11 that did take place, and those discussions were that upon
12 receipt of notification of an event, including protective
13 action recommendations, that message would be taken down,
14 it would be verified, it would be walked from one room to
15 another room directly across the hall. According to the
16 letter of agreement, a voice safety broadcast on marine
17 band -- on marine radio frequencies would commence
18 across the hall upon that message being given to the
19 radio operator in the room adjacent to the radio operator's
20 room.

21 That is the room that boats are dispatched from.
22 It is my understanding that their underway time from that
23 type of notification is approximately fifteen minutes for
24 boats to be underway.

25 In other words, their response to such notification

1 would be immediate.

2 Q And what you just outlined is the procedures that
3 the Coast Guard will follow. How did you get that
4 information?

5 A That is my understanding as a result of
6 conversations with Coast Guard personnel out of the New
7 Haven capitol port location.

8 Q Dr. Cordaro, do you recall that Mr. McMurray asked
9 previously what the distance it would be from New Haven to
10 the edge of the EPZ. Do you have any idea how far that
11 is?

12 A (Witness Cordaro) During the break we made some
13 efforts to determine that distance, and I think it is about
14 ten to eleven miles.

15 Q Thank you. Mr. Renz, I would just like to
16 clarify one point. It was a little unclear to me earlier.
17 During Mr. McMurray's cross examination of you, I believe
18 that you were discussing that winds might blow in one
19 direction or another in connection with sirens, and the
20 ability of someone to hear a siren.

21 In the course of that, the wind direction was
22 given as coming from the north blowing toward the south.
23 Could you repeat your testimony on that? It seems to
24 me it was unclear whether you were using the word, 'south'
25 or 'sound,' in referring to Long Island Sound?

1 MR. MILLER: I think the record is clear. It
2 has been asked and answered.

3 JUDGE LAURENSEN: Maybe I am thinking about
4 a different question, but I recall questions this morning
5 dealing with the wind blowing to the west. Am I thinking
6 about a different series of questions?

7 MS. MONAGHAN: I believe it wasn't our question
8 regarding the wind blowing to the west, Judge Laurenson.
9 But I believe the previous question to that question was
10 that the wind direction would be from the north blowing
11 towards the south, and whether a boat out in Long Island
12 Sound would be able to hear the siren, based on the fact
13 the wind was blowing away from his location.

14 At that point, it seems to me it was unclear
15 as to whether the court reporter would have understood
16 the word being used was, 'Sound' or, 'south.' We are
17 using sound, south, and sound. It was rather confusing.

18 MR. MILLER: Is the question to Mr. Renz was
19 the word he used, 'Sound' or 'south?' I have no objection
20 to that question.

21 JUDGE LAURENSEN: Unless we have it in context,
22 it isn't really going to make a lot of difference to any
23 of us at this point. To that extent, the objection is
24 overruled. Perhaps you can restate the answer.

25 WITNESS RENZ: As I recall my response at that

1 time addressed the situation that the wind was blowing out
2 of the north, impacting essentially propagation capabilities
3 -- sound propagation from siren located on the north shore
4 of Long Island out into the Sound.

5 And although I think there would be an impact
6 to that sound propagation, I merely pointed out that wind
7 coming from the north would project, or move any release
8 from the plant to the south.

9 MS. MONAGHAN: Thank you, Mr. Renz.

10 BY MS. MONAGHAN: (Continuing)

11 Q Mr. Weismantle, do you recall that Mr. Zahnleuter
12 asked you about the training route drivers would receive
13 concerning how to cover their routes?

14 A (Witness Weismantle) I do.

15 Q Do you recall stating that the plan does not
16 contain detailed procedures of exactly how the routes
17 should be covered?

18 A That is correct.

19 Q How does LILCO assure that route alert drivers
20 will, in fact, cover their routes?

21 MR. MILLER: Judge Laurenson, I object. That
22 question was asked and answered yesterday.

23 JUDGE LAURENSON: The point of this is on
24 redirect examination. That objection that you make is
25 generally true for a particular cross-examiner's, or

1 questioner's line of questions. You are not allowed to ask
2 the same question more than once.

3 On the other hand, this is redirect examination,
4 and I am assuming that Ms. Monaghan is setting up some
5 additional information, not merely to ask the question
6 again.

7 So, to that extent it is overruled.

8 WITNESS WEISMANTLE: As I indicated, their
9 training covers it. And to be more specific and elaborate
10 on what I said, route alert drivers will be given plastic
11 overlays to the maps, and magic markers so that as they
12 travel through the streets they will be instructed to
13 color in the overlays to indicate the streets they have
14 covered.

15 And in that way, ensure that they have covered
16 each street on the particular map they were assigned to
17 drive.

18 MS. MONAGHAN: Judge Laurenson, I have no
19 further questions.

20 JUDGE LAURENSEN: Any recross examination from
21 either Mr. Miller or Mr. McMurray? I guess at this
22 point you both are entitled to it. Mr. McMurray is
23 restricted to the boats, and you get the rest.

XXXXX

24 RECROSS EXAMINATION

25 BY MR. MILLER:

5-7-Wal 1 Q I guess I will start, Judge Laurenson. Mr.
2 Weismantle, let's work backwards, and start with your
3 last answer.

4 Route alert drivers will be given a map and a
5 magic marker, and they will color in the street as they
6 go through the route, is that right?

7 A (Witness Weismantle) And a plastic overlay,
8 that is right.

9 Q Will this add more time, in your opinion, Mr.
10 Weismantle, to the time already required to cover a
11 siren territory?

12 A No, it would be inconsequential.

13 Q They will color as they drive I guess, is that
14 right?

15 A Yes.

16 Q This is LILCO's system for ensuring that all
17 streets are covered in the siren territory?

18 A That is an extra added feature to ensure that,
19 that is correct.

20 Q Well, what else do you have?

21 A Individual's training that he is supposed to
22 cover those routes. This is a systematic way of assuring
23 that he has done it.

24 Q And in that training, Mr. Weismantle, the
25 drivers are not sent to the siren territory that they

5-8-Wal

1 might be sent to at the time of an emergency, are they?

2 A They are sent to the siren territory in that
3 training.

4 Q To the siren territory that they will be expected
5 to cover at the time of the emergency?

6 A Again, there are 89 siren territories, and
7 almost an infinite number of combinations of drivers that
8 could be sent to these territories.

9 In the training, as I described yesterday, they
10 are sent out into the field to a siren territory. They
11 don't actually drive the complete route broadcasting the
12 message, but they are given the maps, they are given the
13 other information, they are given the dosimeter and
14 do everything short of broadcasting the message, and
15 driving the whole route.

16 I might add, I am sure, although I can't cite
17 a specific date and time, that because some of these routes
18 are small enough they could be driven in a relatively short
19 period of time, and ZI think the best example is the
20 fourth part of Attachment 1 to our testimony, I can be
21 reasonably sure in some cases drivers have driven the
22 whole route, simply because it wouldn't take that long.

23 But we didn't time the drills to allow the
24 complete driving of all routes by all drivers.

25 Q Mr. Weismantle --

1 A It was unnecessary.

2 Q I am not sure if I just don't understand what
3 you are telling me, or if you are telling me something
4 different than what I heard yesterday.

5 Are route alert drivers sent out to drive through
6 the entire route. Forget about broadcasting messages. Do
7 they drive the routes?

8 A That has not been part of our training. We send
9 them out to the routes. They are there for some period
10 of time and told to report back to the EOC -- excuse me,
11 to their staging area consistent with the particular
12 drill being run. And the timing on that drill.

13 Q They are sent out to the routes. They stay
14 there for some time, and they report back to the staging
15 area. What do they do during that time they are staying
16 there?

17 A I believe they drive part of the route.

18 Q Do you know which part of the route?

19 A However much they can cover, given within the
20 time constraints. The drills we have run have generally
21 been four hour drills or eight hour drills. They cover
22 much more than just that part that route alerters drive,
23 which is the route alerters job function, which is to drive
24 the route. He has a lot more to his job function than that.

25 Q So you can say what portion or percentage of

1 a territory is covered by these drivers during these drills?

2 A It would be different in every case.

3 Q Okay. Now, my second question is: It is true,
4 isn't it, that the route alert drivers do not know their
5 siren territory until the time of an emergency?

6 A That is true, because you do not know what
7 sirens have failed.

8 Q I understand your answer. I just wanted a 'yes'
9 or, 'no.' It is true, isn't it?

10 A That is right. They are not assigned a specific
11 siren ahead of time.

12 Q And, therefore, a route alert driver at the
13 time of an emergency could be sent out to drive an area
14 that he has never been to before, isn't that right?

15 A That is possible, yes.

16 Q Dr. Cordaro, is it your testimony to this Board
17 that WALK Radio has not gone down since the time LILCO
18 provided its backup generator to that station?

19 A (Witness Cordaro) I don't think I said that.
20 I don't have any knowledge of them being down. Not to
21 say that they might not have had a malfunction in that
22 time.

23 Q You don't know that.

24 A I said I don't know.

25 Q Mr. Renz, you were asked questions by Ms. Monaghan

1 regarding WALK Radio also.

2 A (Witness Renz) That is correct.

3 Q Mr. Renz, is it your understanding that the loss
4 of electrical power is the only reason why a radio station
5 would go down?

6 A No, not at all. My response simply meant that
7 the reliability of the station, having the capability to
8 be on the air, would be enhanced by provisions they have
9 recently made.

10 Q Which is the backup generator?

11 A That is correct.

12 Q Now, isn't it true that the failure of equipment
13 is the primary reason why radio stations go down?

14 A I don't know.

15 Q Do you know whether WALK Radio has gone down in
16 the last year?

17 A I believe I answered that earlier. No, I am
18 aware of no incidence in which WALK Radio went down.

19 Q You don't know one way or the other?

20 A That is correct.

21 Q Mr. Hobbs, you were asked a series of questions
22 by Ms. Monaghan regarding the Director of Local Response
23 being notified of an emergency in activation of the sirens.
24 Do you recall those questions?

25 A (Witness Hobbs) Yes, I do.

1 Q Now, it is my understanding of your testimony
2 is that the fifteen minutes in Appendix C of the regulations
3 begins to run from the time the Director decides to
4 activate the sirens under the LILCO Plan, right?

5 A From the time the decision is made to activate
6 the sirens, that is correct.

7 Q And under the LILCO plan, who makes that
8 decision?

9 A It is made by the Director.

10 Q Now, you talked about, I think it is FEMA 43,
11 is that right?

12 A That is correct.

13 Q FEMA 43 also addresses activation of the prompt
14 notification system, is that right?

15 A That is correct.

16 Q FEMA 43 envisions giving discession to the
17 appropriate state or local officials as to when to activate
18 the sirens, is that a fair statement?

19 A That is more of a legal question than a fair
20 statement, which I am not prepared to comment on.

21 Q Well, I have heard this panel commening on legal
22 questions, so if you can't answer the question, fine. But

23 --

24 A It says once the appropriate official.

25 Q In your opinion, does FEMA 43 provide for

5-13-Wal

1 the capability of notifying the public within fifteen minutes
2 from the time state and local officials are notified of an
3 emergency?

4 A In Section E.6.2, Exceptions Criteria, the
5 particular section that I quoted stated appropriate
6 official. I believe it is up to the courts to decide
7 who is an appropriate official.

8 Q Let me make my question clear. I am not
9 talking about discretion as to which official is notified.
10 My question goes to -- let me just repeat it.

11 In your opinion, is this fifteen minute notification
12 in part due to the desire to give whatever state and local
13 official is notified, time to decide; time to use some
14 discretion in deciding whether to activate the sirens?

15 A If we follow your premise that we are talking
16 state and locals, I believe it is the intent of not only
17 FEMA 43, but 0654 and 10 CFR, to, in those circumstances,
18 you assess whether or not the protective action can be
19 implemented in a timely fashion.

20 You have to weigh all of the things that you
21 are faced with before you just go ahead and sound the
22 sirens. I believe that FEMA 43 interprets those other
23 documents, and allows for that discretion, yes.

24 Q And you mentioned my premise. My premise being
25 notification of state and local officials. That is what

1 FEMA 43 talks about, isn't it?

2 A As I stated before, the particular section that
3 I quoted deals with appropriate officials. Now, I have
4 seen appropriate officials. I have seen state and local
5 government officials, I have seen the term used inter-
6 changeably. I am not prepared to accept the premise that
7 it means something, or something else.

8 Q Are you aware of any instance, any utility,
9 anywhere, other than LILCO, where the term referred to
10 in FEMA 43, appropriate official, would be anything other
11 than state and local officials?

12 MS. MONAGHAN: Objection, Your Honor. Mr.
13 Miller is trying to reopen the issue of whether LILCO can,
14 in fact, do an on site emergency plan. I think that the
15 premise under which these proceedings start is that LILCO
16 is the organization that is functioning here because there
17 is no state or county organization that will function.

18 MR. MILLER: Judge Laurenson, that is not at
19 all the intent of my questions. I think that I can wrap
20 this up in a couple of more questions, but my question
21 doesn't go to whether LILCO is empowered to do this or not.
22 I am trying to get an understanding from Mr. Hobbs as to
23 which officials are referred to in the document that he
24 discussed, FEMA 43.

25 JUDGE LAURENSON: The question you are asking is

1 one that everyone knows the answer to, that except for
2 LILCO there obviously isn't any other such operation.

3 I don't see where you are going by asking that
4 type of question. If you have a follow-up question of
5 what you are getting at, let's get on with it.

6 The objection is sustained.

7 MR. MILLER: Is the witness not going to be
8 able to give me the answer to the question then?

9 JUDGE LAURENSEN: The objection is sustained.

10 BY MR. MILLER: (Continuing)

11 Q Mr. Hobbs, let me ask you this. In your opinion,
12 does LILCO' plan give discretion to the Director of Local
13 Response as to whether to activate sirens?

14 A (Witness Hobbs) Yes, it does.

15 Q Can you point me to where that discretion is
16 given?

17 A Certainly. Hold on, please. If we can look at
18 OPIP 3.3.4, we will begin with page 1 of 7. Procedure
19 describes the actions necessary to activate the prompt
20 notification system, and the Director of Local Response
21 is responsible for implementing this procedure. We set
22 the pace there.

23 If you look at page 2, it says: Upon the decision
24 to activate, ensure that the Coordinator, et cetera.

25 I believe that gives the Director the discretion

5-16-Wal

1 to activate the sirens.

2 Q Is that it?

3 A That is one of them.

4 Q Well, do you know of any others?

5 A If you look at the plan, page 2.1-2, and we look
6 at the top of that page, the decision to notify and implement
7 protective actions for the general public is solely the
8 responsibility of the Director of Local Response.
9 Identification and acquisition of additional resources,
10 et cetera.

11 Again, I believe this leads -- allows for that
12 discretion on his part.

13 Q That was in the plan, page what?

14 A 2.1-2.

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BY MR. MILLER:

Q Mr. Hobbs, is it your opinion that the director of LILCO response under the LILCO plan and procedures is always given such discretion as to whether to activate the sirens?

A (Witness Hobbs) If he is contacted, yes.

Q Would you look, please at procedure 3.3.1 on page 13.

A Okay.

Q In roughly the middle of the page at the beginning of that Section 5.4.2 it states "The director of LILCO response will," Do you see that?

A Yes, I do.

Q And there are a number of steps that are set forth after that going on to page 14; is that right?

A That is correct.

Q Now step "J", doesn't that read "Once the EBS system is prepared to broadcast, activate the prompt notification system." Is it still your opinion that the director is given discretion to carry out this step? Doesn't the plan require the director to activate the sirens?

A He is charged with the responsibility of setting in motion the activation of the EBS.

Q Is he given any discretion as to whether to do

1 that under this plan?

2 A Yes, he is. I believe he is.

3 Q Do you believe the word "will" can be
4 interpreted in a way that gives discretion to that person?

5 A If he has made a decision to sound the EBS, all
6 throughout this document we indicate a need to sound the
7 EBS and sound the sirens in a coordinated manner. It is
8 imperative if he has made the decision to sound the EBS, he
9 has got to sound the sirens.

10 Q Why don't you explain that to me.

11 A There are two primary components to the prompt
12 notification system employed at Shoreham. They are the
13 tone alert radios and the 89 fixed outdoor sirens. All the
14 guidance indicates that those must be sounded
15 simultaneously or at least that the sirens have to alert
16 the public to tune to the radio station and that there is a
17 message on the radio station when they tune to that.

18 If we look at "J" it says "Once the EBS system
19 is prepared to broadcast." We have to assume that he has
20 made a decision to activate the EBS and we are now just
21 fulfilling and completing in telling him that now he has
22 got that in line that he has got to do the sirens.

23 Q I understand, but this procedure doesn't give
24 him discretion to activate the EBS either, does it? Look at
25 step "I". "Contact the coordinator of public information

1 and assure he is preparing the EBS messages." He is
2 required to do that, isn't that right?

3 (Pause.)

4 MR. MILLER: Mr. Hobbs, I am not sure what you
5 are looking for.

6 WITNESS HOBBS: I am looking for an answer to
7 your question, but I believe Mr. Renz can answer it better.

8 BY MR. MILLER:

9 Q Are you unable to answer my question, Mr.
10 Hobbs?

11 A (Witness Hobbs) Yes, I am.

12 Q Mr. Renz.

13 A (Witness Renz) Consistent with testimony
14 provided on this issue, I do not believe that your
15 reference to item "I," OPIP 3.3.1, in any way prohibits the
16 director from activating the EBS unless he can't contact
17 the coordinator of public information.

18 If you will look at the procedures associated
19 with the activation of EBS, which is 3.8.2, you will see
20 that there are three individuals ---

21 Q Excuse me, Mr. Renz. That is not at all
22 responsive to my question. Let me restate my question.

23 My question was does the plan and procedures
24 give the discretion to the director to activate the sirens,
25 and then we went into to activate the EBS.

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1 A It gives the director the discretion to
2 activate the prompt notification system which consists of
3 the sirens and the EBS. So, yes, it does.

4 Q You believe the plan does under the instance of
5 a general emergency as talked about in procedure 3.1.1,
6 pages 13 and 14, that the director has discretion?

7 A I believe that he has previously exercised that
8 discretion under other areas of the plan, and this
9 procedure is guidance for him to implement that decision.

10 Q And the word "will" is guidance then?

11 A It was our previous testimony that these
12 procedures are guidance for the director to use. This
13 procedure, if the director of LILCO response decides to
14 activate the prompt notification system, this procedure, if
15 the EOC is up and running and everything is as it should,
16 defines from a planning basis all the things he should
17 consider in carrying out that decision.

18 Q What you are telling me, Mr. Renz, is that if
19 the director of LILCO response decides to, he ignores the
20 procedures then, right?

21 Mr. Renz I am asking, Mr. Weismantle.

22 A (Witness Renz) I would like to defer that to
23 Mr. Weismantle.

24 Q Can you give me an answer?

25 A I can give you an answer. Can you please

1 restate the question?

2 Q What you are telling me then is that if the
3 director of LILCO response decides to ignore the
4 procedures, he can do that?

5 MS. MONAGHAN: I think that is a
6 mischaracterization of what the witness said.

7 JUDGE LAURENSEN: This is cross-examination. The
8 objection is overruled.

9 WITNESS RENZ: What I am stating is that if the
10 plan and procedures give the director that authorization,
11 it is conceivable that, given the right conditions, the
12 director will decide to not implement a certain portion of
13 the plan and procedures.

14 A (Witness Weismantle) Can I add at this point? I
15 would like to draw everybody's attention to page 3.3-4 of
16 the plan which describes I think more clearly than any
17 place else what the authority of the director of LILCO
18 response has and what latitude he has on lines 9 through
19 21 and maybe I ought to read them.

20 "Upon the determination that a site area
21 emergency or general emergency is in progress, the director
22 of LILCO response will implement procedures to provide
23 alerting and clear instructions, including periodic status
24 updates to the general public within the 10-mile EPZ. If
25 the event is classified an alert and no protective actions

1 are required, EBS may be activated without the sirens.
2 However, the director may -- and I will emphasize the word
3 may -- activate the entire prompt notification system at
4 his discretion when deemed necessary. The director of LILCO
5 response has discretion on when to activate it, but in the
6 event that there is a protective action that he has decided
7 to recommend to the general public, he is required to
8 activate and notify the public in accordance with the
9 regulations and in accordance with these procedures."

10 Q So he would have no discretion?

11 A In the event he has made a decision to
12 recommend a protective action, then defining discretion the
13 way you put it, no, he doesn't have any discretion. He has
14 got to notify the public.

15 Q Mr. Weismantle, I want to go back to what you
16 just read from the plan on page 3.3-4. The first sentence
17 you read states that, and I am not going to read the whole
18 thing again, "The director of LILCO response will implement
19 procedures to provide alerting and clear instructions."

20 A It is important to read that first part of that
21 sentence, which is, "upon the determination that a site
22 area or general emergency is in progress." In other words,
23 when he is first notified that an event has been classified
24 as a site area or a general emergency.

25 Q Who makes that determination? Doesn't the plant

1 make that determination?

2 A The plant makes that determination and notifies
3 LERO.

4 Q Let's talk about the director to keep it
5 simple.

6 A Yes, notifies the director, and the way the
7 director is notified is spelled out in the procedures.

8 Q So the plant makes the decision that there is
9 going to be a site area or a general emergency. The
10 director is notified. Does the director then, in your
11 opinion, have discretion to activate the sirens?

12 A When he makes --

13 Q Yes or no, Mr. Weismantle.

14 A Hold on one second.

15 (Pause while witnesses confer.)

16 What this means is that ---

17 Q Mr. Weismantle, please give me a yes or no.

18 A I can't answer it yes or no.

19 Q You can't answer my question yes or no?

20 A No, I don't believe I can. That would not
21 provide an accurate answer.

22 MR. MILLER: Judge Laurenson, I think this is a
23 very important issue. It is an issue that LILCO has made
24 much about and I think the witness should be instructed to
25 give me a yes or no answer to this question.

1 MS. MONAGHAN: Judge Laurenson, I think
2 the witness has indicated that he is not able to give a yes
3 or no answer and that he wishes to give an accurate answer
4 to Mr. Miller's question, and I believe that he should be
5 able to give his answer. Particularly the question uses the
6 word "discretion," and I believe that Mr. Weismantle's
7 previous statements indicated that he wasn't sure exactly
8 the way Mr. Miller was using the term "discretion."

9 MR. MILLER: I didn't understand there to be any
10 concern by Mr. Weismantle whatsoever about my use of the
11 term "discretion," Judge Laurenson.

12 JUDGE LAURENSON: My recollection of the
13 question that you asked was if the plant control room
14 notifies the director of the LERO that there is a general
15 emergency, was that the word you used?

16 MR. MILLER: Well, actually I put it in terms
17 that if the Shoreham control room notifies the director of
18 LERO that there is a site area or general emergency, is it
19 Mr. Weismantle's opinion that the director has discretion
20 to make the determination to activate the sirens.

21 JUDGE LAURENSON: Mr. Weismantle's answer is
22 that he cannot give a yes or no answer. Is that where we
23 stand right now?

24 WITNESS WEISMANTLE: That is right.

25 JUDGE LAURENSON: I think the witness that has

1 to say that he can answer yes or no, and if he cannot give
2 you either a yes or no answer, then of course that is
3 binding on the LILCO and on this panel. To the extent
4 they want to qualify that later on by some other language,
5 that is a different matter on any further examination by
6 their counsel. But as far as this question is concerned,
7 they would then be precluded from later on asserting either
8 a yes or a no answer.

9 So I don't think it would be appropriate to
10 direct the witness that he has to answer it yes or no when
11 he said he cannot do it. But I think the fact that he has
12 declined to give a yes or no may have accomplished
13 the purpose for which you have asked the question. So I
14 will not direct anything further concerning the duty to
15 answer this question.

16 MR. MILLER: Okay. Thank you, Judge Laurenson.

17 BY MR. MILLER:

18 Q Mr. Hobbs, let me go back to you for a moment.
19 Your questions from Ms. Monaghan involved when does the 15
20 minutes start to run if you can get the director. Do you
21 remember those questions?

22 A (Witness Hobbs) Yes, I do.

23 Q Now when does the 15 minutes in the regulations
24 start to run if you can't contact the director of LILCO
25 response under the LILCO plan?

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1 A I believe they are made by procedure if the
2 director cannot be contacted within 10 minutes. The
3 customer service worker is directed to do something with
4 regards to activating the prompt notification system.

5 Q That is just for a general emergency requiring
6 immediate protective actions though, isn't that right?

7 A That is correct.

8 Q Let's take a site area emergency and the
9 director cannot be contacted. When does the 15 minutes, in
10 your opinion, start to run?

11 A In my opinion, there is no 15 minutes beginning
12 because there is no requirement for protective action
13 assumed at the site area emergency.

14 Q So the 15 minutes, you are saying, doesn't
15 start to run until you get the director of LILCO response,
16 whenever that might be?

17 A His decision.

18 Q Wait a second. The 15 minutes talked about in
19 the regulations we have been discussing in your opinion
20 would not start to run until the director of LILCO response
21 could be contacted, whenever that might be; is that what
22 you are saying?

23 A No. Merely contacting the director of LILCO
24 response does not begin the 15-minute clock. That is not
25 the decision. When the director is contacted and when he

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1 makes the decision to activate the prompt notification
2 system, a 15 minute clock begins at that point.

3 Q Okay. You are right.

4 MS. MONAGHAN: Mr. Miller, just a second, I am
5 confused. Are we talking about a site area emergency here?

6 MR. MILLER: That is what I am talking about.

7 BY MR. MILLER:

8 Q Do you understand that, Mr. Hobbs?

9 A (Witness Hobbs): Yes.

10 Q Let me just rephrase it then, because I think
11 you are right. What you are telling me then is that the
12 situation hypothetically where there is a site area
13 emergency and the director of LILCO response cannot be
14 contacted for some amount of time, that the 15 minute clock
15 does not start to run until the director of LILCO response
16 is contacted and he makes a decision to activate the
17 sirens; is that right?

18 A In connection with that 15 minute time frame
19 that we are talking about here at some length in detail,
20 the 15 minute time frame must be the capability to warn the
21 public within the 15 minutes.

22 The system of sirens and the alert radios
23 comprise the prompt notification system that will warn the
24 public within 15 minutes. If the Director for whatever
25 reason chooses to sound the prompt notification system, it

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1 must have the capability of warning the public within 15
2 minutes.

3 Q Can you answer my question?

4 A I am sorry. I forgot the question. I thought I
5 was responding to your question.

6 Q My question is a site area emergency and the
7 director of LILCO response cannot be contacted within 15
8 minutes. Assume it takes two hours. Just assume that. Is it
9 your opinion that the 15-minute clock starts to run from
10 the time the director is contacted and he decides to
11 activate the sirens?

12 A There is a need to activate the sirens and when
13 he is contacted that will be when it begins.

14 Q Can it begin, Mr. Hobbs, in your opinion,
15 before the director is contacted and he makes the decision
16 to notify the public?

17 MS. MONAGHAN: Again, Mr. Miller, we are at the
18 site area emergency, right?

19 WITNESS HOBBS: Yes, it can begin.

20 BY MR. MILLER:

21 Q It can begin. Who makes the decision to
22 activate the sirens?

23 A (Witness Hobbs) At a site area emergency there
24 would be no decision to make.

25 Q The LILCO plan, Mr. Hobbs, contemplates

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1 active the sirens at the site area emergency; isn't
2 that right?

3 A That is correct.

4 Q Now if you can't get the director in a site
5 area emergency, who is going to make the decision to
6 activate the sirens under the LILCO plan?

7 A If you can't get the director?

8 Q That is right.

9 A Is that the question?

10 Q That is the question.

11 A The procedures do not instruct the customer
12 service workers to sound the sirens.

13 Q That is correct. Who makes the decision?

14 A (Witness Weismantle) Maybe I can clarify it.

15 Q No, Mr. Weismantle.

16 A (Witness Hobbs) I can't answer the question.

17 Q Now Mr. Weismantle.

18 A (Witness Weismantle) Okay. The customer service
19 operator under the procedure, if the director that was on
20 call did not call back within 15 minutes, the customer
21 service operator by procedure would start to call the
22 backups, and there are two backup directors. If he couldn't
23 get them, he would go into the managers who have the
24 authority to assume responsibility, and there are four
25 managers, to assume the director's responsibility in the

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1 absence of the director. So he has seven people to draw
2 from.

3 Q Can you show me where it says the manager can
4 substitute for the director of LILCO response and activate
5 the sirens?

6 (Pause.)

7 A On page 3.1-2 of the plan, "Line of
8 Succession," in lines 10 through 19. "Should the primary
9 director of LILCO response not be able to be contacted or
10 is unable to reach the LILCO EOC, one of the two alternate
11 directors will be contacted and will fill the position
12 until the primary arrives. Until the director of LILCO
13 response arrives or if no alternate director can be
14 reached, the primary manager of LILCO response will assume
15 the duties of director and manager. Upon arrival an
16 alternate manager will assume the duties of manager of
17 LILCO response."

18 Q Now, Mr. Weismantle, it is your testimony that
19 those duties would include activation of the sirens; is
20 that right?

21 A Certainly.

22 Q Would you look, please, at procedure 2.1.1,
23 page 6. Now, page 6 talks about the manager of LILCO
24 response and sets forth his duties; is that correct?

25 A That is right.

1 Q Is there anything there that says that the
2 manager of LILCO response can activate the sirens?

3 A There is nothing explicit in here. This gives
4 some general responsibilities for general position
5 descriptions. It is not intended to be all comprehensive.

6 Q Is there anything there, Mr. Weismantle, that
7 would even imply that the manager can substitute for the
8 director of LILCO response?

9 MS. MONAGHAN: I object. He has just read the
10 language from the plan.

11 JUDGE LAURENSEN: The objection is overruled.

12 WITNESS WEISMANTLE: In this particular page,
13 no.

14 BY MR. MILLER:

15 Q In this procedure, Mr. Weismantle, is your
16 answer the same?

17 A (Witness Weismantle) Do you mean by that the
18 procedure OPIP 2.1.1?

19 Q That is my question.

20 A I don't believe there is anything explicit in
21 this particular procedure. The purpose of this procedure is
22 to provide general descriptions of all of the job functions
23 in LERO and not to describe everything that is to be done
24 by every job function.

25 Q Mr. Weismantle, can you point me to any place

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1 other than what you are relying on in the plan on page
2 3.1-2 that would support your position that the manager of
3 LILCO response can substitute for the director and activate
4 the sirens?

5 A There may be some other place that I could
6 find. I don't have one right on my finger tips, but it is
7 very clearly stated in the plan.

8 Q Just please answer my question, Mr. Weismantle.

9 A At this instance, no, I can't point to another
10 place, but there may be some place else.

11 Q Mr. Hobbs, in your opinion, are there any
12 circumstances where the time to notify the public could be
13 begin to run from the time that the emergency is declared
14 by the plant?

15 A (Witness Hobbs) Just give me a moment to scan
16 this, please.

17 (Pause.)

18 A I would like to confer for a minute.

19 Q Mr. Hobbs, in your opinion. In your opinion is
20 my question. Do you need to confer to establish your
21 opinion?

22 A In my opinion is it possible to eliminate the
23 15-minute ---

24 Q No. Let me repeat the question. In your
25 opinion, are there any circumstances where the time to

1 notify the public could begin to run from the time the
2 emergency is declared by the plant?

3 MS. MONAGHAN: I object to the form of the
4 question.

5 MR. MILLER: I object to Mr. Renz trying to talk
6 to Mr. Hobbs also, Judge Laurenson.

7 JUDGE LAURENSEN: Let's restore a little order
8 here. The objection to the question is overruled. I think
9 that Mr. Miller has made clear that he wants an answer from
10 a particular witness on the panel. The rules that we have
11 established in the beginning here is that he is entitled
12 to that. But at the end of that answer is some other
13 witness wishes to supplement it who has sponsored this
14 testimony, he may do so.

15 I think in connection with this testimony that
16 since Mr. Miller has made it clear that he wants the answer
17 of Mr. Hobbs, that there should not be any conferences with
18 other members until you have finished your answer, Mr.
19 Hobbs.

20 MS. MONAGHAN: Judge Laurenson, my objection did
21 not go to Mr. Miller's request that Mr. Hobbs be the only
22 one to respond to the question. My objection went to the
23 form of the question. I think the question is ambiguous.
24 There are two 15-minute time periods that we are talking
25 about here and I don't think that Mr. Miller's question

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1 adequately specified exactly the time period he wanted the
2 witness to address.

3 JUDGE LAURENSEN: The objection is overruled.

4 BY MR. MILLER:

5 Q Do you remember the question, Mr. Hobbs?

6 A (Witness Hobbs) I think I do, and I think my
7 answer to that is yes, there is a period that the 15-minute
8 time frame begins upon notification to the off-site
9 officials.

10 Q Let me make sure you are answering my question.
11 My question is in your opinion are there any circumstances
12 where the time to notify the public could begin from the
13 time that the emergency is declared by the plant?

14 A If I look at the language of the CFR again on
15 page 461, we are still talking about the capability. We are
16 still talking about in all of our documents the capability
17 to have a system in place, or to have a system in place
18 with the capability of notifying the public within 15
19 minutes.

20 Q Okay. Let me present this question to you.
21 Assume you have a general emergency requiring immediate
22 protective actions. If that situation isn't it correct that
23 the capability to notify the public within 15 minutes
24 begins to run from the time the emergency is declared at
25 the plant?

1 MS. MONAGHAN: Objection. That has been asked
2 and answered.

3 JUDGE LAURENSEN: Overruled.

4 WITNESS HOBBS: The decision again to sound the
5 sirens is made by procedure at 10 minutes, which is within
6 the 15-minute time frame.

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2 Q So, your answer to my question is yes? If
3 you could, give me a yes or no, Mr. Hobbs, it will make
4 it easier.

5 A (Witness Hobbs) I know. I would like to
6 be able to.

7 Q Okay. In the event of a general emergency
8 requiring the immediate protective actions, in that
9 event, isn't it true that fifteen minutes capability
10 to notify the public within fifteen minutes begins to
11 run from the time the decision -- the emergency is
12 declared at the plant?

13 A I believe the answer to that is yes.

14 Q Thank you.

15 A (Witness Renz) Can I supplement that
16 answer?

17 MR. MILLER: I'm not asking Mr. Renz for
18 his opinion, Judge Laurensen. If Ms. Monaghan wants
19 to ask him later, she can.

20 JUDGE LAURENSEN: Well, I think that we
21 are into an area that's not specifically provided for
22 in the written testimony, and we should allow supple-
23 mentation to save time later on.

24 MR. MILLER: Judge Laurensen, I would then
25 request that Mr. Renz give me a yes or no answer.

WITNESS RENZ: My answer is no.

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1 JUDGE LAURENSEN: His answer can be yes or no,
2 and then he can supplement it. I think that's the purpose
3 of the procedure that we are following.

4 WITNESS RENZ: My answer is no. There is no
5 fifteen minute link from the time the emergency is declared
6 to the time the public is notified. There are two separate
7 fifteen minute time periods identified in that section of
8 Appendix E of 10 CFR, Part 50.

9 The first one starts at the time the declaration
10 is made. The second one starts potentially, in the cir-
11 cumstances that we are discussing, at the time the notifica-
12 tion is received from the plant. Not at the time the
13 emergency is declared but at the time the notification is
14 received.

15 BY MR. MILLER: (Continuing)

16 Q Now, Mr. Renz, I would like to discuss this with
17 you some. Let's talk about the general emergency requiring
18 immediate protective actions.

19 Is it your testimony that the minimum amount of
20 time LILCO would have to activate the sirens would be
21 thirty minutes?

22 Is that what you are telling me?

23 A (Witness Renz) Please repeat the question.

24 Q Let's talk about general emergency requiring
25 immediate protective actions. Are you telling me the

#7-3-SueT

1 minimum amount of time LILCO would have to notify the
2 public to activate the sirens would be thirty minutes?

3 A No. I'm telling you that on-site has fifteen
4 minutes to contact off-site. And off-site must have the
5 capability within fifteen minutes of the receipt of that
6 notification to notify the public.

7 Q So, you are telling me that if on-site personnel
8 were able to contact LERO off-site personnel in five
9 minutes, that then LILCO would have a total of twenty
10 minutes of time; is that right?

11 A Well, I'm telling you that upon the receipt of
12 notification to off-site, the off-site must have the
13 capability to notify the public in about fifteen minutes.

14 Q Mr. Renz, can you envision a scenario where the
15 plant would declare a general emergency requiring immediate
16 protective actions and the public would not be notified?

17 A I believe I could postulate a scenario.

18 Q You can? Would you do that for me?

19 A I believe that there can be the declaration of
20 a general emergency accompanied by a protective action
21 recommendations to off-site authorities, and I believe that
22 within the ten minute time frame we have been referencing
23 in the testimony, the Director can be contacted.

24 And I believe under certain circumstances there
25 is the potential that he could have good reason to decide

#7-4-SueT

1 to activate the system potentially beyond what the
2 capability is.

3 Q I -- that wasn't my question, Mr. Renz. My
4 question was: Can you postulate a situation where there
5 would be a general emergency requiring immediate protective
6 actions and the public would not be notified?

7 A The public would not be notified?

8 Q Yes.

9 A I'm sorry. I probably misunderstood the question.
10 I would like to amend my response. I cannot perceive of
11 an instance under those circumstances where notification
12 would not go to the public at some point.

13 Q Thank you. Mr. Hobbs, Ms. Monaghan asked you
14 about backup power to the LILCO sirens. Do you remember
15 those questions?

16 A (Witness Hobbs) Yes, I do.

17 Q I think what you said was that there is no
18 fixed power supply backup; is that right?

19 A That's correct.

20 Q And you knew of no other sites that had such
21 a fixed power backup?

22 A That's correct.

23 Q Do you know -- and I know you did mention about
24 generators that could be moved to the Sound.

25 A Uh-huh.

#7-5-SueT

1 Q Are you saying that you know of no other sites
2 where there is an independent source of backup power to
3 siren systems?

4 A Electromechanical siren systems, that's right.
5 That's correct, I know of no other sites.

6 Q What other kind of siren systems are there?

7 A Electronic.

8 Q Do you know of any backups to electronic
9 siren systems?

10 A Most all electronic siren systems in some form
11 have a battery backup that's on a trigger charger.

12 Q Now, you also mentioned I think three other
13 plants where you say these plants use route alert drivers.
14 Browns Ferry, LaSalle and the third one I forget.

15 A No, there were more than three. I think there
16 were five.

17 Q Okay. Let me -- it's not important.

18 A All right.

19 Q Can you tell me why you didn't mention these
20 other sites yesterday?

21 A No, I can't tell you why I didn't mention them
22 yesterday.

23 Q Do you recall a question from me yesterday regard-
24 ing the other sites that use this concept of route alert
25 drivers?

#7-6-SueT 1

A Uh-huh. Yes, I do.

2

Q And you gave me some sites, didn't you?

3

A Yes, I did.

4

Q You didn't include any of these that you have

5

mentioned today, did you?

6

A No, I did not.

7

Q Did you research a little bit over the evening?

8

A Yes, I did.

9

Q Okay. Mr. Renz, Ms. Monaghan asked about, I

10

think, some questions regarding the Riverhead Customer

11

Service Office and determining whether sirens had failed

12

by reviewing electric circuits.

13

Do you remember those questions?

14

A (Witness Renz) Yes, I do.

15

Q For the Riverhead Customer Service Office to

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make that determination, the entire circuit must go down;

17

isn't that right?

18

A The entire circuit, or part of that circuit must

19

go down.

20

Q Well, okay. So, the circuit must go down to some

21

extent. Let me ask you this.

22

Would Riverhead Customer Service know whether

23

sirens had malfunctioned for other reasons, other than loss

24

of power or the circuit?

25

A No, they would not.

#7-7-SueT

1 Q You also, Mr. Renz, talked about this draft --
2 I'm sorry, this Customer Service Manual and basically
3 stated that this manual will tell Customer Service operators
4 what to do.

5 Do you recall that?

6 A I recall discussions on the draft manual, yes,
7 sir.

8 Q That manual has not been prepared at this time
9 has it?

10 A As was discussed, I believe, with the Panel on
11 Contention 26, that manual is in draft form.

12 Q Now, Mr. Renz, you also mentioned that -- I
13 think what you said was that Customer Service could send
14 an EBS message to WALK radio. The only message they could
15 send would be Message A; is that correct?

16 A That is my understanding of what is contemplated,
17 yes, that's correct.

18 Q And Customer Service has no authority to prepare
19 any other emergency broadcast message, correct?

20 A That is my understanding, yes.

21 Q And Message A that you referred to simply says
22 another message is to follows; isn't that right?

23 A That is correct.

24 Q Now, Mr. Renz, with respect to -- hold on one
25 second. One second, Judge Laurensen. I might be through.

#7-8-SueT

1 Mr. Renz, I did have a couple of follow-up
2 questions from Mr. Zahnleuter's questions for you. You
3 stated that the lead traffic guide would determine how
4 many route alert drivers to dispatch at the time of the
5 emergency to a particular given territory.

6 Do you recall that?

7 A I believe I testified to the effect that he had the
8 allowance and the capability to make that decision and
9 also the option of confirming that if he felt it was
10 appropriate.

11 Q Okay. My only question is, that's no where
12 provided for in the plan or procedures, is it?

13 A No, I -- no. As Mr. Weismantle has testified,
14 that detail going down to establishing guidelines for route
15 alert drivers to that detail is not identified in the plan,
16 for reasons he discussed.

17 Q Okay. Mr. Weismantle, you were asked by Mr.
18 Zahnleuter if you could recall the regular LILCO jobs of
19 route alert drivers. And I think you said you could not.

20 Is that right? Do you recall those questions?

21 A (Witness Weismantle) That's right.

22 Q Just for the record, those regular jobs, regular
23 LILCO jobs, are set forth in Procedure 2.1.1; isn't that
24 right?

25 A That's right. I had forgotten about that.

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Q And I think it's at Page 44 and 45, correct?

A (Witness Weismantle looking at document.) Yes, it is.

Q And, in your opinion, Mr. Weismantle, if you could just glance through that list of LILCO jobs, are any of those jobs pertinent to the tasks that would have to be performed by the route alert driver?

And if they are, could you just tell me which ones?

A (Witness Weismantle looking through document.)

MS. MONAGHAN: Judge Laurenson, I'm going to object to that question. I don't see the relevance of this to the --

JUDGE LAURENSEN: Overruled.

MS. MONAGHAN: -- issues raised.

JUDGE LAURENSEN: I think we allowed the question, you objected the first time -- someone objected -- and it was overruled. And we allowed in the testimony concerning the regular occupations of these people who are going to be fulfilling these functions.

So, I think this then becomes the last of the relevant questions here.

WITNESS WEISMANTLE: This list has about, oh, close to twenty different job titles. Many of them are people who do go out into the streets as part of their job

#7-10-SueT

1 in cars to different places, particularly the new business
2 types, and my recollection now that I'm looking at these
3 is that most of these route alert drivers, I believe, are --
4 or, the single department that contributed the most route
5 alert drivers was New Business.

6 In addition to that, the nature of the job is
7 such that I don't think any particular skill beyond reading
8 a map and driving a car is necessary in terms of assuring
9 that they can perform their function, assuming that they
10 are properly trained.

11 MR. MILLER: Okay. I think I heard that testi-
12 mony yesterday.

13 Judge Laurenson, the only other questions I had
14 go to some follow-up questions regarding the use -- LILCO's
15 use of helicopters. It is the County's intent and desire
16 that we pursue that matter in Contention 95-A; that is
17 where LILCO has attached its letter of agreement with the
18 Island Helicopter Company.

19 We have concerns with LILCO's reliance on heli-
20 copters, but we will pursue them elsewhere.

21 JUDGE LAURENSEN: Mr. McMurray, do you have any
22 questions?

23 MR. McMURRAY: Yes.

24 RECROSS EXAMINATION

25 BY MR. McMURRAY:

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Q Just briefly, Mr. Weismantle, I believe in response to questioning by Mr. Zahnleuter, you mentioned that the Coast Guard had gone through three training sessions.

A (Witness Weismantle) That's right.

Q Were those training sessions restricted to radiological protection basically?

A No. They covered other subjects.

Q Would you please tell us what subjects they covered?

A Referring to Figure 5.1.1, the LERO training matrix, and four lines from the bottom, it is indicated the Coast Guard's training. Then, you see the training in Modular One which is the general overview of emergency preparedness. Modular Three, which is radiological protection. Nine, which is personal dosimetry; and, ten, which is personnel monitoring.

In addition, as I recall from reviewing the lesson plan about a week ago, there was discussion of the Coast Guard's response in terms of this particular plant, the Shoreham Plant.

Q Were you there during those training sessions?

A No, I wasn't. They were conducted by Ron Farley (phonetic), who heads up our training section.

Q Are you aware of what the contents of those

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1 discussions were between Mr. Farley and the Coast Guard?

2 Do you have personal knowledge about the dis-
3 cussions that went on between Mr. Farley and the Coast
4 Guard about the response in general?

5 A No. I'm just aware it's in the lesson plan. I
6 can't provide any more detail than that.

7 Q Mr. Renz, I believe in response to some question-
8 ing by Ms. Monaghan you stated that it was your under-
9 standing that the Coast Guard would begin its response
10 immediately; is that correct?

11 A (Witness Renz) When they receive notification,
12 that's right, and protective action recommendations would
13 need to be implemented. That is correct.

14 Q I take it that it's still your testimony that
15 you don't know at what -- that you are not aware of how
16 long it will take for the Coast Guard to complete a sweep
17 of the EPZ?

18 A Yes. It is still my testimony that I am not
19 aware how long it will take.

20 MR. McMURRAY: I have no further questions.

21 JUDGE LAURENSEN: Anything else? Mr. Zahnleuter?

22 MR. ZAHNLEUTER: Yes. I will be brief.

23 RECROSS EXAMINATION

24 BY MR. ZAHNLEUTER:

25 Q Mr. Weismantle, in response to a question by

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1 Ms. Monaghan, you brought up the fact that LILCO route
2 alert drivers will be provided with yellow markers and then
3 overlay. Where in the plan or procedures does that appear?

4 A (Witness Weismantle) That's not written. The
5 procedures aren't written in that detail.

6 Q When did LILCO decide that the route alert
7 drivers would be provided with those materials?

8 A -I remember discussions -- my memory was refreshed
9 earlier today, discussions I had with the people who are
10 responsible for equipping the various staging areas, the
11 packets, the radios, et cetera. And I remember having those
12 discussions three or four weeks ago.

13 And I think at that time, they were informing me
14 that that had been decided. So, the decision was made some
15 time before. And I don't have personal knowledge of that
16 exact time.

17 Q Dr. Cordaro, do you know if WALK-FM ever goes
18 off the air for routine maintenance? For example, on a
19 late Sunday night.

20 A (Witness Cordaro) I don't know. I know I have
21 listened to them on late Sunday night. I listen to that
22 radio station quite often.

23 And I don't recall ever noting that. That's not
24 to say it's not possible.

25 MR. ZAHNLEUTER: Okay. Thank you.

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JUDGE LAURENSEN: Mr. Bordenick, any recross?

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MR. BORDENICK: No.

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JUDGE LAURENSEN: Any further re-redirect?

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MS. MONAGHAN: Yes, there will be, Judge
Laurenson. I would like to take a few minutes if I might.
Or, is it appropriate to take our lunch break now?

7

JUDGE LAURENSEN: No. I think if we can finish
up this Panel before lunch, let's try to do that.

9

MS. MONAGHAN: All right. If I might have just
a moment, please.

10

11

(Pause.)

12

MS. MONAGHAN: Judge Laurenson, I believe we are
ready with re-redirect.

13

14

REDIRECT EXAMINATION

INDEXXX

15

BY MS. MONAGHAN:

16

Q Mr. Weismantle, do you recall that Mr. Miller
asked you a question that you felt that you could not give
a yes or no answer to?

17

18

19

A (Witness Weismantle) Yes.

20

Q Do you recall that the question went something to
this effect: If Shoreham notified the Director of Local
Response that there is a site area or general emergency
does the Director have the discretion to activate the public
notification system?

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Do you recall that that was the question that was

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asked you at the time?

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A I believe that was the question.

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Q And do you recall, now that I've paraphrased or repeated it as closely as I can remember the question that Mr. Miller asked you, that the question includes both site area and general emergency and does not distinguish between the two?

8

A That's right.

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Q Can you now give the answer to the question that you were unable to give the yes or no answer to before?

MR. MILLER: I object, Judge Laurenson. I think it is very clear that previously -- how can he give the answer now if he couldn't give it before?

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JUDGE LAURENSON: The question is whether he can give an answer that is not a yes or no answer. He said previously, in response to your question, that he could not give a yes or no. He didn't say he doesn't have an answer to the question.

19

So, your objection is overruled.

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WITNESS WEISMANTLE: Yes, I can answer the question. When -- our plan calls for the Director setting off the sirens after the initial notification on a site area and a general emergency. On an immediate general emergency, by procedure, if there is an immediate general emergency and the Director is not able to be contacted by

#7-16-SueT

1 procedure, there is a method that the Customer Service
2 operator set off the sirens. And we have the capability to
3 do that within fifteen minutes of the receipt of the
4 immediate general emergency notification with protective
5 actions.

6 The Director, if he is contacted, has some dis-
7 cretion in the amount of time it takes him to set off the
8 sirens. As was described by Mr. Hobbs, the fifteen minute
9 period starts when the Director makes his decision on what
10 protective action, if any, he will recommend to the general
11 public.

12 BY MS. DONAGHAN: (Continuing)

13 Q Thank you, Mr. Weismantle.

14 A (Witness Cordaro) Could I add something to that,
15 please, too?

16 Q Sure.

17 A During this period, while he is reviewing the
18 situation, knowing that a site area emergency might have
19 been declared, or a general emergency, if he has access to
20 people he can consult with such as the radiological people,
21 Health Services Coordinator, he would be getting information
22 on protective actions to take, or alternatives, alternative
23 protective actions to take.

24 This would primarily be responsible for this
25 delay in the decision-making process, to determine what the

#7-17-SueT

1 best protective actions would be, what zones to evacuate,
2 how far to go. And during this period, these types of
3 decisions would be made.

4 In the event that that kind of time period did
5 not exist, he would be compelled to take action in a faster
6 sense and rely on the information that he immediately has
7 before him. And he has the capability to do that.

8 But, where he does have access to others who
9 could provide him valuable information to determine what
10 the appropriate protective action is, he should perhaps
11 wait in his decision to activate the sirens. Because,
12 once you activate the sirens you have to broadcast your
13 EBS message and you have to have instructions to the public.
14 And if there is particular protective action to be followed,
15 the public has to be alerted as to what that protective
16 action is.

17 Q Dr. Cordaro, isn't it true that you could
18 activate the siren system immediately and you could use
19 an EBS message that would not require extensive information,
20 and would not need to take the time to consult?

21 A Yes. I thought I may have covered that in part
22 of the answer. But the flexibility exists to act immediatel
23 on the information available. You save all sorts of time
24 in doing that.

25 However, if the capability is present and the

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1 ability is present to consult with people to make a
2 better informed judgment, that is also there.

3 Q Mr. Renz, can the fifteen minute time period --
4 I guess we've been talking about the first fifteen minute
5 time period and the second fifteen minute time period in
6 the regulations.

7 The fifteen minute time period that I am refer-
8 ring to is the one in which you have to have the capability
9 to activate the prompt notification system. Can that
10 fifteen minute time period begin to run at a site area
11 emergency before a decision is made by the Director to
12 activate the prompt notification system?

13 A Not in my opinion, no.

14 Q Can anyone other than the Director or a substi-
15 tute for the Director, for example, the Manager of Local
16 Response if the Director can't be located, make a decision
17 to activate the prompt notification system at the site
18 area emergency?

19 MR. MILLER: I object to the form of the question,
20 Judge Laurenson. Ms. Monaghan is asking about the Director,
21 about the Manager. She has stated the Manager is like the
22 Director. I don't know what she is asking about.

23 JUDGE LAURENSEN: The objection is overruled.

24 WITNESS RENZ: No one other than the Director,
25 primary or any variation of alternates, can make that decision.

end #7
joe flws

1 Q Mr. Renz, let's assume that the Director of Local
2 Response cannot be contacted. Does the fifteen minute
3 time period that off site officials have to activate the
4 prompt notification system run from one, the declaration
5 of an event by the control room at Shoreham, or two; from
6 the time that the customer service supervisor is notified?

7 MR. MILLER: Objection. I am sorry.

8 BY MS. MONAGHAN: (Continuing)

9 Q Which one of those two. This in the event the
10 Director cannot be contacted, and it is a general emergency
11 with protective action recommendation.

12 MR. MILLER: Objection. I object to the question,
13 Judge Laurenson. I object to the form of the question. It
14 is a multiple part question. I also object to the fact
15 that this is clearly what we just went over with Mr. Renz.

16 We can keep going back and forth all day with
17 the same question. I am not sure that we are not replowing
18 old ground here.

19 JUDGE LAURENSEN: Objection is overruled.

20 MS. MONAGHAN: Do you remember the question,
21 Mr. Renz?

22 WITNESS RENZ: Please repeat it.

23 BY MS. MONAGHAN: (Continuing)

24 Q The assumption is that the Director of Local
25 Response cannot be contacted. That you are in a general

1 emergency with protective action recommendations. The
2 question is, does the fifteen minute time period in which
3 one must demonstrate the capability to notify the public
4 on the prompt notification system run from one; the
5 declaration of the event by the control room; or, two,
6 from the time that the customer service operator receives
7 notification of that event from the control room?

8 A (Witness Renz) That fifteen minute, or about
9 fifteen minute time period, is more consistent, or
10 consistent with the latter of the two choices.

11 If I might read a portion of Appendix E, the
12 Section of Appendix E, that addresses it, they define
13 that second fifteen minute time period as -- that this
14 capability will range from immediate notification to the
15 public, which is, I think the second fifteen minute time
16 frame we are talking about. In this context we cannot
17 notify, or reach the Director of Local Response, they
18 define that immediate notification of the public has
19 to be within fifteen minutes of the time the state and
20 local officials are notified that a situation exists
21 requiring urgent action.

22 So, it is tied into the second. The first
23 fifteen minute time period is the licensee responsibility,
24 and has nothing to do with off site authorities.

25 Q Mr. Hobbs, do you agree with Mr. Renz's response

1 to that question?

2 A (Witness Hobbs) Absolutely. CFR clearly shows
3 the differential between the first fifteen minutes and
4 the second fifteen minutes. It is also very clear that
5 the first fifteen minute is a licensee action.

6 MS. MONAGHAN: No further questions.

7 JUDGE LAURENSEN: All right. At this time

8 MR. MILLER: We might have some follow-up
9 to this --

10 JUDGE LAURENSEN: I don't think so. We have
11 been with this panel for over a day and a half. Each
12 side has been given two rounds of questions. This is
13 concerning 23 pages of testimony, that we have spent over
14 a day and a half, with a couple of pages of attachments.

15 There will be no further questioning of this
16 panel. The panel of witnesses are excused. We will
17 take our luncheon recess and reconvene this afternoon.

18 (Whereupon, luncheon recess was taken at
19 12:30 p.m., to reconvene at 2:00 p. m. this same day.)

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AFTERNOON SESSION

(2:03 p.m.)

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3 JUDGE LAURENSEN: We are back on the record now.
4 I understand that the County indicates it has a procedural
5 matter to raise?

6 MR. McMURRAY: That is right, Judge Laurenson.
7 At this time, we would like to make an oral application
8 for a subpoena. Let me just briefly state what the facts
9 are.

10 LILCO has asked the County for certain documents
11 regarding Newsday -- surveys conducted by Dr. Cole for
12 Newsday. Now, while Dr. Cole has the documents that
13 are being asked for, they are the property of Newsday,
14 and we have inquired of Newsday and they have said they
15 are willing to have the documents turned over.

16 But as a proforma matter, they need a subpoena.
17 We told this to LILCO. LILCO expressed some reluctance
18 to apply for a subpoena. We feel, however, that LILCO
19 is entitled to these documents, so Suffolk County itself
20 is applying for the subpoena so that these documents can
21 be turned over to LILCO.

22 JUDGE LAURENSEN: Is there any objection by
23 any party to the issuance of that subpoena?

24 MR. McMURRAY: Let me also state that we
25 understand that Newsday will not contest the subpoena.

1 JUDGE LAURENSEN: We will issue the subpoena.
2 Let us take just a moment. The only question I have,
3 Mr. McMurray, is that this appears to require Newsday
4 to produce these documents in Richmond, Virginia.

5 That is not ordinarily what we would require
6 Newsday to do, or anybody else to do.

7 MR. McMURRAY: We will make sure that the
8 documents get down to Richmond, Virginia, Judge Laurenson.

9 JUDGE LAURENSEN: Okay. We will sign the
10 subpoena right now. I will give a copy to the court
11 reporter so this is a matter of record, and will attach
12 it to the transcript following this page, so that the
13 record will be complete.

14 (Subpoena Duces Tecum to Newsday, Long
15 Island, New York, follows)

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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

In the Matter of
LONG ISLAND LIGHTING COMPANY
(Shoreham Nuclear Power Station,
Unit 1)

)
)
) Docket No. 50-322-OL-3
) (Emergency Planning)
)
)

SUBPOENA DUCES TECUM

To: Newsday
Long Island, New York

Attention: Anthony Insolia
Editor in Chief of Newsday

You are hereby directed to produce for inspection and copying the following documents relating to the two surveys concerning the Shoreham Nuclear Power Station, which were performed for Newsday in February and October 1983 by Social Data Analysts, Inc.:

1. Each survey, including survey instrument
2. Results from each survey
3. Documents, other than reports published in Newsday, describing, analyzing, or summarizing each survey or the results.

These documents shall be produced forthwith at the offices of Hunton & Williams, 707 East Main Street, Richmond, Virginia 23212.

If you oppose this subpoena, you may move to quash or modify
in accordance with 10 CFR, Section 2.710(f).

James A. Laurensen
James A. Laurensen
Presiding Officer

March 29, 1984

1 JUDGE LAURENSEN: Anything further before
2 we start the next panel?

3 (No response)

4 JUDGE LAURENSEN: Ms. Monaghan?

5 MS. MONAGHAN: Judge Laurenson, I believe that
6 Dr. Cordaro and Mr. Daverio have been sworn, but I believe
7 that Ms. Clawson needs to be sworn.

8 JUDGE LAURENSEN: All right. If you will
9 stand and raise your right hand and be sworn.
10 Whereupon,

11 MATTHEW C. CORDARO

12 CAROL A. CLAWSON

13 - and -

14 CHARLES A. DAVERIO

15 were called as witnesses on behalf of LILCO, and having
16 been duly sworn, were examined and testified as follows:

XXXXXXX

17 DIRECT EXAMINATION

18 BY MS. MONAGHAN:

19 Q For the record, and for the Judges, starting
20 with you, Mr. Daverio, would you please identify yourself
21 by name, and spell it if you would?

22 A Charles A. Daverio, D-a-v-e-r-i-o.

23 A Carol A. Clawson, C-l-a-w-s-o-n.

24 A Matthew C. Cordaro, C-o-r-d-a-r-o.

25 Q I show you a copy of testimony previously

1 filed with the Board, which is entitled Testimony of Carol
2 A. Clawson, Matthew C. Cordaro, and Charles A. Daverio on
3 Phase II Emergency Planning Contention 20 (WALK Radio
4 Broadcasting at Night).

5 It consists of ten pages and 12 attachments.

6 ARE you familiar with that testimony?

7 A (Witness Cordaro) Yes.

8 A (Witness Daverio) Yes.

9 A (Witness Clawson) Yes.

10 Q Did you participate in the preparation of the
11 testimony?

12 A (Witness Cordaro) Yes.

13 A (Witness Clawson) Yes.

14 A (Witness Daverio) Yes.

15 Q Are you familiar with those portions of the
16 testimony which are attributed to you as your testimony?

17 A (Witness Cordaro) Yes.

18 A (Witness Clawson) Yes.

19 A (Witness Daverio) Yes.

20 Q Do you have any changes to the testimony as
21 filed?

22 A (Witness Clawson) Yes, I have one change
23 to the testimony. Question and Answer No. 15, which
24 would be on page 8 of the testimony, we have received
25 letters of agreement from two additional stations, and

1 those would be WLNG-AM, Sand Harbor, and WLNG-FM, Sand
2 Harbor.

3 That change would result in changes in the
4 next two answers, which would add one station to those
5 listed under FM on the FM band, which would be WLNG-FM,
6 92.1, Sand Harbor.

7 And in answer to Question 17, you would add
8 WLNG-AM (1600), Sand Harbor. And I have copies of the
9 letters of agreement, signed copies, to be included in
10 the hearing record.

11 Q Do each of you swear that the testimony given
12 in this submission to the Court is true and correct to
13 the best of your knowledge?

14 A (Witness Cordaro) Yes.

15 A (Witness Clawson) Yes.

16 A (Witness Daverio) Yes.

17 MS. MONAGHAN: Judge Laurensen, the LILCO panel
18 on Contention 20 is ready for cross examination.

19 JUDGE LAURENSEN: We previously ruled upon the
20 Motions to Strike. Is there any objections beyond that
21 to the testimony that is being offered in evidence?

22 MR. MILLER: No objections.

23 MR. McMURRAY: No objection.

24 MR. ZAHNLEUTER: No objection.

25 MR. BORDENICK: No objection.

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JUDGE LAURENŞON: It will be received in evidence and bound in the record following this page in the transcript.

(Testimony of Carol A. Clawson, Matthew C. Cordaro, and Charles A. Daverio on Phase II Emergency Planning Contention 20, (WALK Radio Broadcasting at Night) follows.

LILCO, March 2, 1984

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

In the Matter of)
LONG ISLAND LIGHTING COMPANY) Docket No. 50-322-OL-3
(Shoreham Nuclear Power Station,) (Emergency Planning Proceeding)
Unit 1))

TESTIMONY OF CAROL A. CLAWSON,
MATTHEW C. CORDARO, AND CHARLES A. DAVERIO
ON PHASE II EMERGENCY PLANNING CONTENTION 20
(WALK RADIO BROADCASTING AT NIGHT)

Hunton & Williams
707 East Main Street
P.O. Box 1535
Richmond, Virginia 23212
(804) 788-8200

LILCO, March 2, 1984

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

In the Matter of)
LONG ISLAND LIGHTING COMPANY) Docket No. 50-322-OL-3
(Shoreham Nuclear Power Station,) (Emergency Planning Proceeding)
Unit 1))

TESTIMONY OF CAROL A. CLAWSON,
MATTHEW C. CORDARO, AND CHARLES A. DAVERIO
ON PHASE II EMERGENCY PLANNING CONTENTION 20
(WALK RADIO BROADCASTING AT NIGHT)

PURPOSE

Contention 20 alleges that because WALK-AM Radio does not broadcast at night, persons without FM radios will be unable to receive adequate information in the event a radiological emergency at the Shoreham Nuclear Power Station occurs at night. The purpose of this testimony is to demonstrate that the public, including persons without FM radios, will be able to receive an informational/instructional message about a radiological emergency at Shoreham. The testimony shows that WALK Radio has the capability to broadcast simultaneously on both its FM and AM bands 24 hours a day and in fact does so during weather emergencies. It shows that LILCO has a letter of agreement with WALK Radio which states that, in the event of a radiological emergency at Shoreham, WALK will activate the tone alert radios and send radio signals out over both AM and FM airways simultaneously. It also shows that LILCO has letters of agreement with other Suffolk County radio stations to broadcast EBS messages.

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

In the Matter of)
)
LONG ISLAND LIGHTING COMPANY) Docket No. 50-322-OL-3
) (Emergency Planning Proceeding)
(Shoreham Nuclear Power Station,)
Unit 1))

TESTIMONY OF CAROL A. CLAWSON,
MATTHEW C. CORDARO, AND CHARLES A. DAVERIO
ON PHASE II EMERGENCY PLANNING CONTENTION 20
(WALK RADIO BROADCASTING AT NIGHT)

1. Q. Please state your name and business address.

A. [Clawson] My name is Carol A. Clawson. My business address is Long Island Lighting Company, 250 Old Country Road, Mineola, New York, 11501.

[Cordaro] My name is Matthew C. Cordaro. My business address is Long Island Lighting Company, 175 East Old Country Road, Hicksville, New York, 11801.

[Daverio] My name is Charles A. Daverio. My business address is Long Island Lighting Company, 100 East Old Country Road, Hicksville, New York, 11801.

2. Q. Please summarize your professional qualifications and your role in emergency planning for the Shoreham Nuclear Power Station.

A. [Clawson] I am an Associate Director of Public Affairs for LILCO. My professional qualifications are being

offered into evidence as part of the document entitled "Professional Qualifications of LILCO Witnesses." I have been the person at LILCO responsible for coordinating the effort to form an Emergency Broadcast System, including obtaining the necessary agreements with radio stations.

[Cordaro] I am Vice President, Engineering, for LILCO. My professional qualifications are being offered into evidence as part of the document entitled "Professional Qualifications of LILCO Witnesses." I am sitting on this panel to provide the LILCO management perspective on emergency planning and to answer any questions pertinent to management. My role in emergency planning for Shoreham is to ensure that the needs and requirements of emergency planning are being met and that the technical direction and content of emergency planning are being conveyed to corporate management.

[Daverio] I am employed by Long Island Lighting Company as Assistant Manager of the Local Emergency Response Implementing Organization for LILCO. My professional qualifications are being offered into evidence as part of the document entitled "Professional Qualifications of LILCO Witnesses." In that capacity I am responsible for developing and implementing the offsite emergency plan for the Shoreham station.

3. Q. Are you familiar with Contention 20?

A. [Clawson, Cordaro, Daverio] Yes.

4. Q. Would you please summarize the issues raised by Contention 20?

A. [Clawson, Cordaro, Daverio] Contention 20 alleges that because WALK-AM does not operate at night persons without FM radios will be unable to receive adequate information in the event of a radiological emergency at the Shoreham Power Station. Specifically, the contention states that:

Contention 20. LILCO intends that EBS messages will be broadcast simultaneously by WALK-AM and FM. (Plan at 3.3-6.) However, WALK-AM does not operate at night. Therefore, those persons without FM radios (especially people in cars) will be unable to receive adequate information in the event a radiological accident occurs at night, contrary to the requirements of 10 CFR Section 50.47 (b)(5).

5. Q. What is the regulation cited in Contention 20?

A. [Clawson, Cordaro, Daverio] The regulation cited in Contention 20, 10 C.F.R. § 50.47(b)(5), reads as follows:

10 C.F.R. § 50.47(b)(5)

Procedures have been established for notification, by the licensee, of State and local response organizations and for notification of emergency personnel by all organizations; the content of initial and follow-up messages to response organizations and the public has been established; and means to provide early notification and clear instruction to the populace within the plume exposure pathway Emergency Planning Zone have been established.

6. Q. How does LILCO propose to comply with 10 C.F.R. § 50.47(b)(5)?
- A. [Clawson, Cordaro, Daverio] The LILCO Transition Plan complies with 10 C.F.R. § 50.47(b)(5) through its Prompt Notification System and the Emergency Broadcast System. The Prompt Notification System, including the tone alert radios activated by the Emergency Broadcast System, will provide the public with prompt notification, and the EBS messages broadcast over the Emergency Broadcast System will provide instructions to the populace of the EPZ.
7. Q. What is the role of Radio Station WALK in a radiological emergency at Shoreham?
- A. [Clawson, Cordaro, Daverio] The role of Radio Station WALK is to broadcast EBS messages to the public. By broadcasting the EBS messages, WALK provides the public both with notification of an accident at the Shoreham Nuclear Power Station and with clear instruction and information as to the recommended protective actions. The signal sent by WALK-FM Radio will activate the tone alert radios that will provide prompt notification to schools, hospitals, nursing homes, large employers, and other large institutions within the plume exposure pathway EPZ. WALK-FM's signal also will activate equipment at other participating EBS stations and will enable these additional stations to simulcast the EBS message as well as to tape the message for rebroadcast.

8. Q. Does LILCO have a letter of agreement with WALK?
- A. [Clawson, Cordaro, Daverio] Yes. It is Attachment 1 to this testimony.
9. Q. What does that letter of agreement provide?
- A. [Clawson, Cordaro, Daverio] LILCO's letter of agreement with WALK provides that WALK will send informational/instructional messages over both the AM and FM radio airways used by WALK.
10. Q. Is it true that WALK-AM ordinarily broadcasts only during the day?
- A. [Clawson, Cordaro, Daverio] Yes. WALK-AM's current license permits AM broadcasting from 6:00 a.m. until 6:00 p.m.
11. Q. Does WALK-FM broadcast 24 hours a day, every day of the year?
- A. [Clawson, Cordaro, Daverio] Yes.
12. Q. Suppose WALK-FM were on the air in the middle of the night and a radiological emergency occurred at Shoreham. What would happen?
- A. [Clawson, Daverio] It is true that Radio Station WALK-AM ordinarily broadcasts only during the day. WALK broadcasts on its FM frequency 24 hours a day and has the capacity to broadcast the same message simultaneously on both AM and FM when a simple procedure is followed by the person broadcasting. The procedure to broadcast on

WALK-AM simultaneously with WALK-FM is as follows. The broadcaster presses a button to turn on the AM transmitter. The button is located approximately 10 feet from where the broadcaster normally sits while broadcasting on WALK-FM. The AM transmitter is activated instantly when the broadcaster presses the button. After pressing the button, the broadcaster retravels the 10 feet to his normal position for broadcasting on WALK-FM and flips a switch so that the message being broadcast on WALK-FM will be broadcast simultaneously on WALK-AM.

Under current WALK broadcasting procedures, the broadcaster needs permission from WALK management to activate WALK-AM during non-broadcasting hours. LILCO is presently working with WALK to establish a written procedure for simulcasting on the AM band at night in the event of a radiological emergency. The written procedure, which will be formalized well before fuel load, will eliminate the need for obtaining prior management approval to broadcast on AM at night in a radiological emergency. LILCO also is working with Radio Station WALK to train station personnel in elements of the emergency plan which pertain to EBS.

13. Q. Is there any legal obstacle to WALK-AM broadcasting at night?

A. [Clawson, Cordaro, Daverio] There is no legal obstacle to WALK-AM broadcasting at night during an emergency. With

the Federal Communication Commission's (FCC) knowledge and post-approval, WALK has, during weather emergencies, maintained AM broadcasting through the night (see Attachment 2). In such cases, the FCC merely requires notice after the station has broadcast during such an emergency condition, so that proper records can be kept. It is our understanding that the regulations permitting such emergency broadcasts can be found at 47 C.F.R. § 73.1250 (see Attachment 3).

14. Q. Does LILCO have any assurance that WALK-FM will broadcast on AM at night?

A. [Clawson, Daverio] Yes. WALK has executed a letter of agreement dated July 20, 1983, which reads in part as follows:

WALK will respond to requests from specified and mutually agreed upon individuals and/or agencies to activate tone-alert radios associated with the Prompt Notification System and send prepared instructional/informational messages over both AM and FM radio airways utilized by WALK.

In a subsequent letter, the management of WALK Radio reaffirmed its commitment to broadcast on its AM Station 24 hours a day, if necessary, during a radiological incident at Shoreham. The letter states:

In summary, AM operation has occurred in the past at this station during a 24 hour period and we are willing and capable to do so in the event of an emergency at Shoreham.

Thus, the management of WALK has agreed to broadcast on its AM signal at any hour of the day or night in the event of a radiological emergency at Shoreham and has not limited in any way the hours when WALK will respond. See Attachments 1 and 2

15. Q. Earlier, you mentioned other EBS stations. Has LILCO entered into any agreements with other radio stations to broadcast emergency information? Are you working on getting such agreements?
- A. [Clawson, Daverio] In addition to WALK-AM and WALK-FM, as of February 20, 1984, LILCO has signed letters of agreement with other radio stations to broadcast informational and instructional messages about an accident at the Shoreham plant. LILCO now has Letters of Agreement with WBLI-FM, Patchogue; WCTO-FM, Smithtown; WGSM-AM, Huntington; WLIM-AM, Patchogue; WLIX-AM, Islip; WRHD-AM, Riverhead; WRCN-FM, Riverhead; WGLI-AM, Babylon; and WRIV-AM, Riverhead. See Attachments 4 through 12. We have discussed the local EBS arrangements with additional radio stations in Suffolk and are expecting several more stations to sign letters of agreement and to participate in the Emergency Broadcast System.
16. Q. Will any of the radio stations just mentioned have the capability to broadcast on the FM band?
- A. [Clawson, Daverio] Yes. The following stations have the ability to broadcast on the FM band: WBLI-FM (106.1),

Patchogue; WCTO-FM (94.3), Smithtown; and WRCN-FM (103.9), Riverhead.

17. Q. Will any of the stations mentioned above have the capability to broadcast on the AM band?

A. [Clawson, Daverio] Yes. The following stations have the ability to broadcast on the AM band: WGSM-AM (740), Huntington; WLIM-AM (1580), Patchogue; WLIX-AM (540), Islip; WRHD-AM (1570), Riverhead; WGLI-AM (1290), Babylon; and WRIV-AM (1390), Riverhead.

18. Q. Do any of the AM radio stations you have just listed broadcast at night as part of their normal broadcast hours?

A. [Clawson, Daverio] Yes. WGLI-AM (1290), Babylon, broadcasts 24 hours a day.

19. Q. What would happen if a radiological emergency at Shoreham occurred at a time other than an EBS station's regular broadcast hours?

A. [Clawson, Daverio] As the letters of agreement attached to this testimony state, radio stations that are members of the Emergency Broadcast System will use their full daytime capabilities "to broadcast emergency information when necessary, in the station's discretion, to the safety of life and property during an emergency at the Shoreham Nuclear Power Station."

20. Q. In the event of a radiological emergency at SNPS, what messages will be broadcast by other member stations of the Emergency Broadcast System?
- A. [Clawson, Daverio] The message broadcast by WALK will be either simulcast or taped and rebroadcast. Therefore, the message that each station in the Emergency Broadcast System broadcasts will be identical.
21. Q. How will the other member stations of the Emergency Broadcast System be notified of the need to begin broadcasting an EBS message?
- A. [Clawson, Daverio] As the second item in each letter of agreement describes, notification of the other EBS radio stations will be accomplished by installing a broadcast receiver, tuned to the frequency of the Common Program Control Station (CPCS). Like tone alert radios, the broadcast receiver will be activated by an attention signal from WALK-FM. The receiver will permit the stations that are part of the Emergency Broadcast System to be alerted immediately upon receipt of the attention signal and to immediately monitor the emergency programming of the CPCS. See Attachments 4 through 12.

ATTACHMENTS

- ATTACHMENT 1 Letter of Agreement, Matthew C. Cordaro, LILCO, to Alan S. Beck, President & General Manager, Island Broadcasting Company, Inc. (WALK Radio), July 20, 1983
- ATTACHMENT 2 Letter, Alan Beck, President & General Manager, WALK Radio to Carol Clawson, LILCO, July 25, 1983
- ATTACHMENT 3 47 C.F.R. § 73.1250
- ATTACHMENT 4 Letter of Agreement, Matthew C. Cordaro, LILCO and Herbert Usenheimer, Vice President & General Manager, WBLI, Inc., November 15, 1983
- ATTACHMENT 5 Letter of Agreement, Matthew C. Cordaro, LILCO, to Richard Scholem, General Manager, WCTO Radio, November 28, 1983
- ATTACHMENT 6 Letter of Agreement, Matthew C. Cordaro, LILCO, to Richard Scholem, General Manager, WGSM Radio, November 28, 1983
- ATTACHMENT 7 Letter of Agreement, Matthew C. Cordaro, LILCO, to Jack Ellsworth, President and General Manager, WLIM Radio, December 9, 1983
- ATTACHMENT 8 Letter of Agreement, Matthew C. Cordaro, LILCO, to Lloyd Parker, General Manager, WLIX Radio, December 16, 1983
- ATTACHMENT 9 Letter of Agreement, Matthew C. Cordaro, LILCO, to Richard Adrian, General Manager, WRHD-AM Radio, January 9, 1984
- ATTACHMENT 10 Letter of Agreement, Matthew C. Cordaro, LILCO, to Richard Adrian, General Manager, WRCN-FM Radio, January 9, 1984
- ATTACHMENT 11 Letter of Agreement, Matthew C. Cordaro, LILCO, to Andrew Pettit, General Manager, WGLI Radio, February 6, 1984
- ATTACHMENT 12 Letter of Agreement, Matthew C. Cordaro, LILCO, to Andrew Pettit, General Manager, WRIV Radio, February 6, 1984

ATTACHMENT 1



LONG ISLAND LIGHTING COMPANY

175 EAST OLD COUNTRY ROAD • HICKSVILLE, NEW YORK 11801

MATTHEW C. CORDARO, Ph. D.
VICE PRESIDENT

July 20, 1983

Mr. Alan S. Beck
President & General Manager
Island Broadcasting Company, Inc.
P. O. Box 230
Patchogue, NY 11772

Dear Mr. Beck:

In order to provide for an efficient and timely implementation of prompt notification and instruction for the general public within the ten-mile Emergency Planning Zone surrounding the Shoreham Nuclear Power Station (SNPS), the Island Broadcasting Company, Inc. (WALK) and the Long Island Lighting Company (LILCO), do hereby agree to the following undertakings:

- 1) WALK will work with LILCO and/or Suffolk County to formalize procedures associated with both the prompt notification and emergency information to be given to the general public in the event of an emergency (or emergency planning exercise) at SNPS.
- 2) WALK will permit the installation of specified communications equipment designed to ensure the prompt transmission of information to WALK for dissemination to the public, as well as other equipment deemed necessary by LILCO and/or Suffolk County.
- 3) WALK will respond to requests from specified and mutually agreed upon individuals and/or agencies to activate tone-alert radios associated with the Prompt Notification System, and send prepared instructional/informational messages over both AM and FM radio airways utilized by WALK.
- 4) WALK will perform, at its convenience, and after reasonable prior notification to and approval by WALK, a complete testing of this system at a minimum of once per annum.
- 5) WALK will install, or have installed, and maintain an 80 DW AGP for backup generation purposes.

If the aforementioned meet with your approval, please so indicate by executing a copy of this letter and returning it to the undersigned.

Very truly yours,

LONG ISLAND LIGHTING COMPANY

By: Matthew C. Curdun

Read and Agreed this day
of 1983
ISLAND BROADCASTING COMPANY, INC.

By: Alan Beck
Alan Beck
President and General Manager

ATTACHMENT 2

WALK**FM 97.5****AM 1370**

July 25, 1983

Ms. Carol Clawson
Long Island Lighting Company
Executive Offices
250 Old Country Road
Mineola, New York

Dear Ms. Clawson:

I'm writing in response to our recent phone conversation regarding WALK's facility utilization for emergency notification. Our stations will gladly cooperate in any way possible to help keep the public informed.

As you know, WALK-FM, with Long Island's most powerful radio signal, is the only station capable of covering all of Nassau and Suffolk Counties as well as much of Connecticut. WALK-FM operates 24 hours. AM stations on Long Island are restricted to daytime signals (with the single exception of a 250 watt signal in Freeport). WALK-AM however has the unique capability of broadcasting along with the FM with the flip of a single switch by the air personality. This is because we simulcast the same programming on both stations when the AM is normally on the air. In fact, with the F.C.C.'s knowledge and post-approval we have, on a number of occasions, during snow emergencies maintained AM broadcasting through the night. In these cases, the F.C.C. merely requires notice after we've had such an emergency condition so that proper records can be kept.

It should be mentioned at this point that while our staff is used to operating two stations at once and our equipment is physically set up for such a situation my sources tell me that the other AM/FM combinations on Long Island do not have the single facility capability on a moment's notice. In fact, some may take as much as a couple of hours to call in qualified operators to start up their AM equipment. Some do not have people capable of using studio equipment present 24 hours.

In summary, AM operation has occurred in the past at this station during a 24 hour period and we are willing and

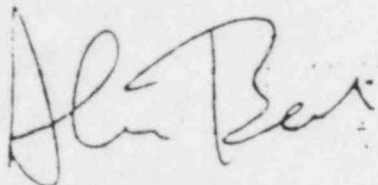
Ms. Carol Clawson
Long Island Lighting Company

July 25, 1983
Page Two

capable to do so in the event of an emergency at Shoreham.
Further, we are willing to help coordinate communications
with other broadcast stations on such an occasion to
insure public safety.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alan Beck".

Alan Beck
President & General Manager

AB/1

ATTACHMENT 3

§ 73.1250 Broadcasting emergency information.

(a) Emergency situations in which the broadcasting of information is considered as furthering the safety of life and property include, but are not limited to the following: Tornadoes, hurricanes, floods, tidal waves, earthquakes, icing conditions, heavy snows, widespread fires, discharge of toxic gasses, widespread power failures, industrial explosions, civil disorders and school closings and changes in school bus schedules resulting from such conditions.

(b) If requested by responsible public officials, a station may, at its discretion, and without further FCC authority, transmit emergency point-to-point messages for the purpose of requesting or dispatching aid and assisting in rescue operations.

(c) If the Emergency Broadcast System (EBS) is activated for a national level emergency while a local or State level emergency operation is in progress, the national level EBS operation shall take precedence. If, during the broadcasting of local or State emergency information, the attention signal described in § 73.906 is used, the broadcasts are considered as being carried out under a State level or local level EBS operational plan.

(d) Any emergency operation undertaken in accordance with this section may be terminated by the FCC if required in the public interest.

(e) Immediately upon cessation of an emergency during which broadcast facilities were used for the transmission of point-to-point messages under paragraph (b) of this section, or when daytime facilities were used during nighttime hours by an AM station in accordance with paragraph (f) of this section, a report in letter form shall be forwarded to the FCC in Washington, D.C., setting forth the nature of the emergency, the dates and hours of the broadcasting of emergency information, and a brief description of the material carried during the emergency. A certification of compliance with the noncommercialization provision of paragraph (f) of this section must accompany the report where daytime facilities are used during nighttime hours by an AM station, together with a detailed showing, under the provisions of that paragraph, that no other broadcast service existed or was adequate.

(f) AM stations may, without further FCC authority, use their full daytime facilities during nighttime hours to broadcast emergency information (examples listed in paragraph (a) of this section), when necessary to the safety of life and property, in dangerous conditions of a general nature and when adequate advance warning cannot be given with the facilities authorized. Because of skywave interference impact on other stations assigned to the same channel, such operation may be undertaken only if regular, unlimited-time service, is non-existent, inadequate from the standpoint of coverage, or not serving the public need. All operation under this paragraph must be conducted on a non-commercial basis. Recorded music may be used to the extent necessary to provide program continuity.

(g) Broadcasting of emergency information shall be confined to the hours, frequencies, powers and modes of operation specified in the station license, except as otherwise provided for AM stations in paragraph (f) of this section.

(h) Any emergency information transmitted by a TV station in accordance with this section shall be transmitted both aurally and visually or only visually. TV stations may use any method of visual presentation which results in a legible message conveying the essential emergency information. Methods which may be used include, but are not necessarily limited to, slides, electronic captioning, manual methods (e.g., hand printing) or mechanical printing processes. However, when emergency operation is being conducted under a national, State or local level Emergency Broadcast System (EBS) plan, emergency information shall be transmitted both aurally and visually.

ATTACHMENT 4



11/15/83

Long Island Lighting Company-WBLI "LERO" Agreement

FIRST: WBLI agrees, in compliance with its obligations and responsibilities to the general public, it will cooperate with the Long Island Lighting Company and LERO in the development of an Emergency Broadcast System (EBS). The primary purpose of the said EBS shall be to convey information to members of the general public in the event of an emergency at the Shoreham Nuclear Power Station. WBLI also agrees to cooperate in the development of any procedures which shall be necessary to effectively carry out the purposes of the EBS.

SECOND: The Long Island Lighting Company agrees to provide, and WBLI agrees to install, a broadcast receiver, tuned to the frequency of the Common Program Control Station (CPCS), which is capable of being muted. The said receiver shall meet the requirements of EBS attention signal equipment as set forth in Chapter I, Subpart G of Title 47 of the Code of Federal Regulations. Equipment provided by LILCO under this paragraph shall be installed in such a way that it enables WBLI's staff, at normal duty locations, to be alerted instantaneously upon the receipt of the attention signal and to immediately monitor the emergency programming of the CPCS. WBLI further agrees to use its best efforts in cooperation with LILCO to assure that the equipment described in this paragraph is in functioning condition during all times that the station is in operation and use its best efforts in cooperation with LILCO to determine the cause of any failure to receive weekly transmission tests originated by the CPCS.

THIRD: It is understood that, when a decision to activate the Emergency Broadcast System is made, all information broadcast pursuant to such activation by the Common Program Control Station shall be re broadcast over WBLI as soon as practicable.

FOURTH: WBLI shall use its full daytime facilities during nighttime hours, in accordance with the then applicable rules and regulations of the Federal Communications Committee, to broadcast emergency information when necessary, in the opinion of the management of the station, to the safety of life and property during an emergency at the Shoreham Nuclear Power Station.

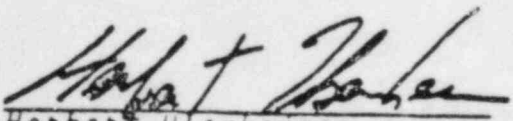
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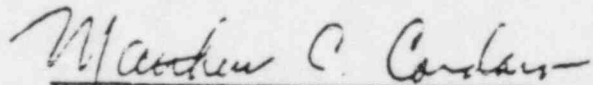
Long Island Lighting Company-WBLI "LERO" Agreement

FIFTH: WBLI understands the importance of educating the public, in advance, as to the operation of the Emergency Broadcast System and its participating stations. Accordingly, WBLI agrees to permit LILCO to use its call letters and frequency assignment and to reproduce its logo in educational materials which will be published in general circulation print media and/or distributed to addresses within 10 miles of the Shoreham Nuclear Power Station. Mention of WBLI in these materials shall indicate only that the station is participating in the Emergency Broadcast System and shall not be prepared in such a way as to suggest the station's endorsement of LILCO activities or nuclear power. Nothing in this paragraph shall be construed to require WBLI to promote its own involvement in the EBS or to expend any funds either for the purpose of public education, or for the replacement or major maintenance of the receiver referred to in paragraph the second herein.

If the foregoing comports with your understanding of our agreement please sign one of the copies enclosed and return to WBLI.



Herbert Usenneimer
Vice President and General Manager
WBLI, INC.



Matthew C. Cordaro, Ph.D.
Vice President
Long Island Lighting Co.

ATTACHMENT 5



LONG ISLAND LIGHTING COMPANY

175 EAST OLD COUNTRY ROAD · HICKSVILLE, NEW YORK 11801

MATTHEW C. CORDARO, Ph.D.
VICE PRESIDENT

November 28, 1983

Mr. Richard Scholem
General Manager
WCTO Radio
Box 74
Melville, New York 11747

Dear Mr. Scholem:

Recently, a member of LILCO's Public Affairs staff met with representatives of WCTO Radio to outline the station's participation in promptly notifying the Long Island community in the event of an emergency at the Shoreham Nuclear Power Station. The purpose of this letter is to formalize the agreement which was reached at that meeting.

As used in this letter, the term "Common Program Control Station" refers to the radio station now broadcasting at 97.5 MHz, licensed to Patchogue, New York and known as WALK-FM. The term "LERO" refers to the Local Emergency Response Organization which has been established to implement an offsite emergency response in the event of an accident at the Shoreham Nuclear Power Station. This response shall include, but not be limited to, the activation of the Prompt Notification System (including the Emergency Broadcast System) and the implementation of protective actions for the public.

FIRST: WCTO agrees to cooperate with the Long Island Lighting Company and LERO in the development of an Emergency Broadcast System (EBS). The primary purpose of the said EBS shall be to convey information to members of the general public in the event of an emergency at the Shoreham Nuclear Power Station. WCTO also agrees to cooperate in the development of any procedures which shall be necessary to effectively carry out the purposes of the EBS.

SECOND: The Long Island Lighting Company agrees to provide, and WCTO agrees to install, a broadcast receiver, tuned to the frequency of the Common Program Control Station (CPCS), which is capable of being muted. The said receiver shall meet the requirements of EBS attention signal equipment as set forth in Chapter I, Subpart G of Title 47 of the Code of Federal Regulations. Equipment provided by LILCO under this paragraph shall be installed in such a way that it enables WCTO's staff, at normal duty locations, to be alerted instantaneously upon receipt of the attention signal and to immediately monitor the emergency programming of the CPCS. WCTO further agrees to insure that the equipment described in this paragraph is in functioning condition during all times that the station is in operation and to determine the cause of any failure to receive weekly transmission tests originated by the CPCS.

Mr. Richard Scholem

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November 28, 1983

THIRD: It is understood that, when a decision to activate the Emergency Broadcast System is made, all information broadcast pursuant to such activation by the Common Program Control Station shall be rebroadcast over WCTO as soon as practicable.

FOURTH: WCTO shall use its full daytime facilities during nighttime hours, pursuant to 47 C.F.R. 73.1250(f), to broadcast emergency information when necessary, in the station's discretion, to the safety of life and property during an emergency at the Shoreham Nuclear Power Station.

FIFTH: WCTO understands the importance of educating the public, in advance, as to the operation of the Emergency Broadcast System and its participating stations. Accordingly, WCTO agrees to permit LILCO to use its call letters and frequency assignment and to reproduce its logo in educational materials which will be published in general circulation print media and/or distributed to addresses within 10 miles of the Shoreham Nuclear Power Station. Mention of WCTO in these materials shall indicate only that the station is participating in the Emergency Broadcast System and shall not be prepared in such a way as to suggest the station's endorsement of LILCO's activities or nuclear power. Nothing in this paragraph shall be construed to require WCTO to promote its own involvement in the EBS or to expend any funds for the purpose of public education.

SIXTH: Nothing in this agreement is intended to impose any restriction on WCTO's right to independently gather, produce, write or broadcast news and information regarding the Long Island Lighting Company, its facilities or operations.

SEVENTH: LILCO will bear all costs associated with the organization and operation of the system including all equipment and communication services.

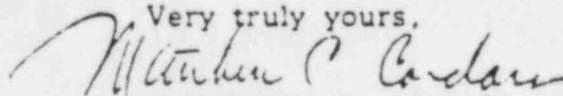
EIGHTH: LILCO will be responsible for its negligent acts or omissions, and will defend, indemnify and hold WCTO, its officers, directors and employees harmless from and against all loss, damage, liability, suit, claim or judgment, for property damage (whether to your equipment or otherwise), and for bodily injury or death, arising out of or in any way connected with LILCO's negligent use of the emergency broadcast system pursuant to this agreement.


NINTH: The indemnity given to WCTO is no less favorable than that given to any other station participating in the system.

TENTH: WCTO's participation is terminable at will upon notice to LILCO.

If the foregoing comports with your understanding of our agreement, please countersign this letter and return it in the envelope provided. I appreciate your participation in the Emergency Broadcast System.

Very truly yours,


Matthew C. Cordaro, Ph.D.
Vice President


Richard Scholem
General Manager - WCTO Radio

ATTACHMENT 6



LONG ISLAND LIGHTING COM

175 EAST OLD COUNTRY ROAD • HICKSVILLE, NEW YORK 11801

MATTHEW C. CORDARO, Ph. D.
VICE PRESIDENT

November 28, 1983

Mr. Richard Scholem
General Manager
WGSM Radio
Box 74
Melville, New York 11747

Dear Mr. Scholem:

Recently, a member of LILCO's Public Affairs staff met with representatives of WGSM Radio to outline the station's participation in promptly notifying the Long Island community in the event of an emergency at the Shoreham Nuclear Power Station. The purpose of this letter is to formalize the agreement which was reached at that meeting.

As used in this letter, the term "Common Program Control Station" refers to the radio station now broadcasting at 97.5 MHz, licensed to Patchogue, New York and known as WALK-FM. The term "LERO" refers to the Local Emergency Response Organization which has been established to implement an offsite emergency response in the event of an accident at the Shoreham Nuclear Power Station. This response shall include, but not be limited to, the activation of the Prompt Notification System (including the Emergency Broadcast System) and the implementation of protective actions for the public.

FIRST: WGSM agrees to cooperate with the Long Island Lighting Company and LERO in the development of an Emergency Broadcast System (EBS). The primary purpose of the said EBS shall be to convey information to members of the general public in the event of an emergency at the Shoreham Nuclear Power Station. WGSM also agrees to cooperate in the development of any procedures which shall be necessary to effectively carry out the purposes of the EBS.

SECOND: The Long Island Lighting Company agrees to provide, and WGSM agrees to install, a broadcast receiver, tuned to the frequency of the Common Program Control Station (CPCS), which is capable of being muted. The said receiver shall meet the requirements of EBS attention signal equipment as set forth in Chapter I, Subpart G of Title 47 of the Code of Federal Regulations. Equipment provided by LILCO under this paragraph shall be installed in such a way that it enables WGSM's staff, at normal duty locations, to be alerted instantaneously upon receipt of the attention signal and to immediately monitor the emergency programming of the CPCS. WGSM further agrees to insure that the equipment described in this paragraph is in functioning condition during all times that the station is in operation and to determine the cause of any failure to receive weekly transmission tests originated by the CPCS.

Mr. Richard Scholem

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November 28, 1983

THIRD: It is understood that, when a decision to activate the Emergency Broadcast System is made, all information broadcast pursuant to such activation by the Common Program Control Station shall be rebroadcast over WGSM as soon as practicable.

FOURTH: WGSM shall use its full daytime facilities during nighttime hours, pursuant to 47 C.F.R. 73.1250(f), to broadcast emergency information when necessary, in the station's discretion, to the safety of life and property during an emergency at the Shoreham Nuclear Power Station.

FIFTH: WGSM understands the importance of educating the public, in advance, as to the operation of the Emergency Broadcast System and its participating stations. Accordingly, WGSM agrees to permit LILCO to use its call letters and frequency assignment and to reproduce its logo in educational materials which will be published in general circulation print media and/or distributed to addresses within 10 miles of the Shoreham Nuclear Power Station. Mention of WGSM in these materials shall indicate only that the station is participating in the Emergency Broadcast System and shall not be prepared in such a way as to suggest the station's endorsement of LILCO's activities or nuclear power. Nothing in this paragraph shall be construed to require WGSM to promote its own involvement in the EBS or to expend any funds for the purpose of public education.

SIXTH: Nothing in this agreement is intended to impose any restriction on WGSM's right to independently gather, produce, write or broadcast news and information regarding the Long Island Lighting Company, its facilities or operations.

SEVENTH: LILCO will bear all costs associated with the organization and operation of the system including all equipment and communication services.

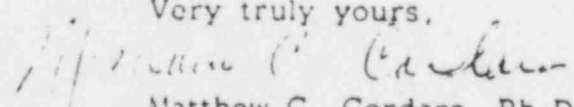
EIGHTH: LILCO will be responsible for its negligent acts or omissions, and will defend, indemnify and hold WGSM, its officers, directors and employees harmless from and against all loss, damage, liability, suit, claim or judgment, for property damage (whether to your equipment or otherwise), and for bodily injury or death, arising out of or in any way connected with LILCO's negligent use of the emergency broadcast system pursuant to this agreement.

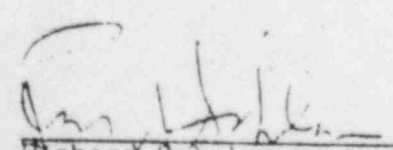
NINTH: The indemnity given to WGSM is no less favorable than that given to any other station participating in the system.

TENTH: WGSM's participation is terminable at will upon notice to LILCO.

If the foregoing comports with your understanding of our agreement, please countersign this letter and return it in the envelope provided. I appreciate your participation in the Emergency Broadcast System.

Very truly yours,


Matthew C. Cordaro, Ph.D.
Vice President


Richard Scholem
General Manager - WGSM Radio

ATTACHMENT 7



LONG ISLAND LIGHTING COMPANY

175 EAST OLD COUNTRY ROAD • HICKSVILLE, NEW YORK 11801

MATTHEW C. CORDARO, Ph.D.
VICE PRESIDENT

December 9, 1983

Mr. Jack Ellsworth
President and General Manager
WLIM Radio
Woodside Avenue
Patchogue, New York 11772

Dear Mr. Ellsworth:

Recently, a member of LILCO's Public Affairs staff met with representatives of WLIM Radio to outline the station's participation in promptly notifying the Long Island community in the event of an emergency at the Shoreham Nuclear Power Station. The purpose of this letter is to formalize the agreement which was reached at that meeting.

As used in this letter, the term "Common Program Control Station" refers to the radio station now broadcasting at 97.5 MHz, licensed to Patchogue, New York and known as WALK-FM. The term "LERO" refers to the Local Emergency Response Organization which has been established to implement an offsite emergency response in the event of an accident at the Shoreham Nuclear Power Station. This response shall include, but not be limited to, the activation of the Prompt Notification System (including the Emergency Broadcast System) and the implementation of protective actions for the public.

FIRST: WLIM agrees to cooperate with the Long Island Lighting Company and LERO in the development of an Emergency Broadcast System (EBS). The primary purpose of the said EBS shall be to convey information to members of the general public in the event of an emergency at the Shoreham Nuclear Power Station. WLIM also agrees to cooperate in the development of any procedures which shall be necessary to effectively carry out the purposes of the EBS.

SECOND: The Long Island Lighting Company agrees to provide, and WLIM agrees to install, a broadcast receiver, tuned to the frequency of the Common Program Control Station (CPCS), which is capable of being muted. The said receiver shall meet the requirements of EBS attention signal equipment as set forth in Chapter 1, Subpart G of Title 47 of the Code of Federal Regulations. Equipment provided by LILCO under this paragraph shall be installed in such a way that it enables WLIM's staff, at normal duty locations, to be alerted instantaneously upon receipt of the attention signal and to immediately monitor the emergency programming on the CPCS. WLIM further agrees to insure that the equipment described in this paragraph is in functioning condition during all times that the station is in operation and to determine the cause of any failure to receive weekly transmission tests originated by the CPCS.

Mr. Jack Ellsworth

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December 9, 1983

THIRD: It is understood that, when a decision to activate the Emergency Broadcast System is made, all information broadcast pursuant to such activation by the Common Program Control Station shall be rebroadcast over WLIM as soon as practicable.

FOURTH: WLIM shall use its full daytime facilities during nighttime hours, pursuant to 47 C.F.R. 73.1250(f), to broadcast emergency information when necessary, in the station's discretion, to the safety of life and property during an emergency at the Shoreham Nuclear Power Station.

FIFTH: WLIM understands the importance of educating the public, in advance, as to the operation of the Emergency Broadcast System and its participating stations. Accordingly, WLIM agrees to permit LILCO to use its call letters and frequency assignment and to reproduce its logo in educational materials which will be published in general circulation print media and/or distributed to addresses within 10 miles of the Shoreham Nuclear Power Station. Mention of WLIM in these materials shall indicate only that the station is participating in the Emergency Broadcast System and shall not be prepared in such a way as to suggest the station's endorsement of LILCO's activities or nuclear power. Nothing in this paragraph shall be construed to require WLIM to promote its own involvement in the EBS or to expend any funds for the purpose of public education.

SIXTH: Nothing in this agreement is intended to impose any restriction on WLIM's right to independently gather, produce, write or broadcast news and information regarding the Long Island Lighting Company, its facilities or operations.

SEVENTH: LILCO will bear all costs associated with the organization and operation of the system including all equipment and communication services.

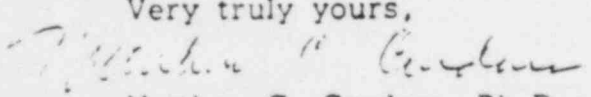
EIGHTH: LILCO will be responsible for its negligent acts or omissions, and will defend, indemnify and hold WLIM, its officers, directors and employees harmless from and against all loss, damage, liability, suit, claim or judgment, for property damage (whether to your equipment or otherwise), and for bodily injury or death, arising out of or in any way connected with LILCO's negligent use of the emergency broadcast system pursuant to this agreement.

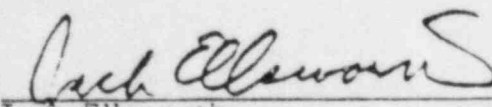
NINTH: The indemnity given to WLIM is no less favorable than that given to any other station participating in the system.

TENTH: WLIM's participation is terminable at will upon notice to LILCO.

If the foregoing comports with your understanding of our agreement, please countersign this letter and return it in the envelope provided. I appreciate your participation in the Emergency Broadcast System.

Very truly yours,


Matthew C. Cordaro, Ph.D.
Vice President


Jack Ellsworth
President and General Manager - WLIM Radio

ATTACHMENT 8



LONG ISLAND LIGHTING COMPANY

175 EAST OLD COUNTRY ROAD · HICKSVILLE, NEW YORK 11801

MATTHEW C. CORDARO, Ph. D.
VICE PRESIDENT

December 16, 1983

Mr. Lloyd Parker
General Manager
WLIX Radio
138 West Main Street
Bayshore, NY 11706

Dear Mr. Parker:

Recently, a member of LILCO's Public Affairs staff met with representatives of WLIX Radio to outline the station's participation in promptly notifying the Long Island community in the event of an emergency at the Shoreham Nuclear Power Station. The purpose of this letter is to formalize the agreement which was reached at that meeting.

As used in this letter, the term "Common Program Control Station" refers to the radio station now broadcasting at 97.5 MHz, licensed to Patchogue, New York and known as WALK-FM. The term "LERO" refers to the Local Emergency Response Organization which has been established to implement an offsite emergency response in the event of an accident at the Shoreham Nuclear Power Station. This response shall include, but not be limited to, the activation of the Prompt Notification System (including the Emergency Broadcast System) and the implementation of protective actions for the public.

FIRST: WLIX agrees to cooperate with the Long Island Lighting Company and LERO in the development of an Emergency Broadcast System (EBS). The primary purpose of the said EBS shall be to convey information to members of the general public in the event of an emergency at the Shoreham Nuclear Power Station. WLIX also agrees to cooperate in the development of any procedures which shall be necessary to effectively carry out the purposes of the EBS.

SECOND: The Long Island Lighting Company agrees to provide, and WLIX agrees to install, a broadcast receiver, tuned to the frequency of the Common Program Control Station (CPCS), which is capable of being muted. The said receiver shall meet the requirements of EBS attention signal equipment as set forth in Chapter I, Subpart G of Title 47 of the Code of Federal Regulations. Equipment provided by LILCO under this paragraph shall be installed in such a way that it enables WLIX's staff, at normal duty locations, to be alerted instantaneously upon receipt of the attention signal and to immediately monitor the emergency programming on the CPCS. WLIX further agrees to insure that the equipment described in this paragraph is in functioning condition during all times that the station is in operation and to determine the cause of any failure to receive weekly transmission tests originated by the CPCS.

Mr. Lloyd Parker

December 16, 1983

THIRD: It is understood that, when a decision to activate the Emergency Broadcast System is made, all information broadcast pursuant to such activation by the Common Program Control Station shall be rebroadcast over WLIX as soon as practicable.

FOURTH: WLIX shall use its full daytime facilities during nighttime hours, pursuant to 47 C.F.R. 73.1250(f), to broadcast emergency information when necessary, in the station's discretion, to the safety of life and property during an emergency at the Shoreham Nuclear Power Station.

FIFTH: WLIX understands the importance of educating the public, in advance, as to the operation of the Emergency Broadcast System and its participating stations. Accordingly, WLIX agrees to permit LILCO to use its call letters and frequency assignment and to reproduce its logo in educational materials which will be published in general circulation print media and/or distributed to addresses within 10 miles of the Shoreham Nuclear Power Station. Mention of WLIX in these materials shall indicate only that the station is participating in the Emergency Broadcast System and shall not be prepared in such a way as to suggest the station's endorsement of LILCO's activities or nuclear power. Nothing in this paragraph shall be construed to require WLIX to promote its own involvement in the EBS or to expend any funds for the purpose of public education.

SIXTH: Nothing in this agreement is intended to impose any restriction on WLIX's right to independently gather, produce, write or broadcast news and information regarding the Long Island Lighting Company, its facilities or operations.

SEVENTH: LILCO will bear all costs associated with the organization and operation of the system including all equipment and communication services.

EIGHTH: LILCO will be responsible for its negligent acts or omissions, and will defend, indemnify and hold WLIX, its officers, directors and employees harmless from and against all loss, damage, liability, suit, claim or judgment, for property damage (whether to your equipment or otherwise), and for bodily injury or death, arising out of or in any way connected with LILCO's negligent use of the emergency broadcast system pursuant to this agreement.

NINTH: The indemnity given to WLIX is no less favorable than that given to any other station participating in the system.

TENTH: WLIX's participation is terminable at will upon notice to LILCO.

If the foregoing comports with your understanding of our agreement, please countersign this letter and return it in the envelope provided. I appreciate your participation in the Emergency Broadcast System.

Very truly yours,

Matthew C. Cordaro
Matthew C. Cordaro, Ph.D.
Vice President

Lloyd Parker
Lloyd Parker
General Manager - WLIX Radio

ATTACHMENT 9



LONG ISLAND LIGHTING COMPANY

175 EAST OLD COUNTRY ROAD · HICKSVILLE, NEW YORK 11801

MATTHEW C. CORDARO, Ph. D.
VICE PRESIDENT

January 9, 1984

Mr. Richard Adrian
General Manager
WRHD-AM Radio
Box 666
Riverhead, NY 11901

Dear Mr. Adrian:

Recently, a member of LILCO's Public Affairs staff met with representatives of WRHD-AM Radio to outline the station's participation in promptly notifying the Long Island community in the event of an emergency at the Shoreham Nuclear Power Station. The purpose of this letter is to formalize the agreement which was reached at that meeting.

As used in this letter, the term "Common Program Control Station" refers to the radio station now broadcasting at 97.5 MHz, licensed to Patchogue, New York and known as WALK-FM. The term "LERO" refers to the Local Emergency Response Organization which has been established to implement an offsite emergency response in the event of an accident at the Shoreham Nuclear Power Station. This response shall include, but not be limited to, the activation of the Prompt Notification System (including the Emergency Broadcast System) and the implementation of protective actions for the public.

FIRST: WRHD-AM agrees to cooperate with the Long Island Lighting Company and LERO in the development of an Emergency Broadcast System (EBS). The primary purpose of the said EBS shall be to convey information to members of the general public in the event of an emergency at the Shoreham Nuclear Power Station. WRHD-AM also agrees to cooperate in the development of any procedures which shall be necessary to effectively carry out the purposes of the EBS. It is understood that WRHD-AM's participation in the Emergency Broadcast System herein is undertaken in an effort to serve the public interest, convenience and necessity and shall be in accordance with the laws of the United States, the rules and regulations of the Federal Communications Commission and any other authority which, under law, has jurisdiction over the areas covered by this agreement. Accordingly, each of the provisions of this agreement shall be construed so as to be consistent with the purposes of EBS and the said laws, rules and regulations.

SECOND: The Long Island Lighting Company agrees to provide, and WRHD-AM agrees to install, a broadcast receiver, tuned to the frequency of the Common Program Control Station (CPCS), which is capable of being muted. The said receiver shall meet the requirements of EBS attention signal equipment as set forth in Chapter I, Subpart G of Title 47 of the Code of Federal Regulations. Equipment provided by LILCO under this paragraph shall be

Mr. Richard Adrian

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January 9, 1984

installed in such a way that it enables WRHD-AM's staff, at normal duty locations, to be alerted instantaneously upon receipt of the attention signal and to immediately monitor the emergency programming on the CPCS. WRHD-AM further agrees to insure that the equipment described in this paragraph is in functioning condition during all times that the station is in operation and to determine the cause of any failure to receive weekly transmission tests originated by the CPCS.

THIRD: It is understood that, when a decision to activate the Emergency Broadcast System is made, all information broadcast pursuant to such activation by the Common Program Control Station shall be rebroadcast over WRHD-AM as soon as practicable.

FOURTH: WRHD-AM shall use its full daytime facilities during nighttime hours, pursuant to 47 C.F.R.73.1250(f), to broadcast emergency information when necessary, in the station's discretion, to the safety of life and property during an emergency at the Shoreham Nuclear Power Station.

FIFTH: WRHD-AM understands the importance of educating the public, in advance, as to the operation of the Emergency Broadcast System and its participating stations. Accordingly, WRHD-AM agrees to permit LILCO to use its call letters and frequency assignment and to reproduce its logo in educational materials which will be published in general circulation print media and/or distributed to addresses within 10 miles of the Shoreham Nuclear Power Station. Mention of WRHD-AM in these materials shall indicate only that the station is participating in the Emergency Broadcast System and shall not be prepared in such a way as to suggest the station's endorsement of LILCO's activities or nuclear power. Nothing in this paragraph shall be construed to require WRHD-AM to promote its own involvement in the EBS or to expend any funds for the purpose of public education.

SIXTH: Nothing in this agreement is intended to impose any restriction on WRHD-AM's right to independently gather, produce, write or broadcast news and information regarding the Long Island Lighting Company, its facilities or operations.

SEVENTH: LILCO will bear all costs associated with the organization and operation of the system including all equipment and communication services.

EIGHTH: LILCO will be responsible for its negligent acts or omissions, and will defend, indemnify and hold WRHD-AM, its officers, directors and employees harmless from and against all loss, damage, liability, suit, claim or judgment, for property damage (whether to your equipment or otherwise), and for bodily injury or death, arising out of or in any way connected with LILCO's negligent use of the Emergency Broadcast System pursuant to this agreement.

NINTH: The indemnity given to WRHD-AM is no less favorable than that given to any other station participating in the system.

TENTH: WRHD-AM's participation is terminable at will upon notice to LILCO.

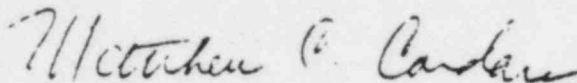
Mr. Richard Adrian

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January 9, 1984

If the foregoing comports with your understanding of our agreement, please countersign this letter and return it in the envelope provided. I appreciate your participation in the Emergency Broadcast System.

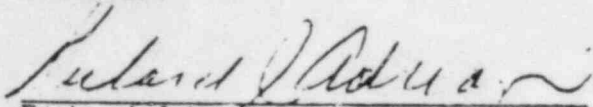
Very truly yours,



Matthew C. Cordaro, Ph.D.
Vice President

MCC:pmm

Enclosure



Richard Adrian
General Manager - WRHD-AM Radio

ATTACHMENT 10



LONG ISLAND LIGHTING COMPANY

175 EAST OLD COUNTRY ROAD · HICKSVILLE, NEW YORK 11801

MATTHEW C. CORDARO, Ph. D.
VICE PRESIDENT

January 9, 1984

Mr. Richard Adrian
General Manager
WRCN-FM Radio
Box 666
Riverhead, NY 11901

Dear Mr. Adrian:

Recently, a member of LILCO's Public Affairs staff met with representatives of WRCN-FM Radio to outline the station's participation in promptly notifying the Long Island community in the event of an emergency at the Shoreham Nuclear Power Station. The purpose of this letter is to formalize the agreement which was reached at that meeting.

As used in this letter, the term "Common Program Control Station" refers to the radio station now broadcasting at 97.5 MHz, licensed to Patchogue, New York and known as WALK-FM. The term "LERO" refers to the Local Emergency Response Organization which has been established to implement an offsite emergency response in the event of an accident at the Shoreham Nuclear Power Station. This response shall include, but not be limited to, the activation of the Prompt Notification System (including the Emergency Broadcast System) and the implementation of protective actions for the public.

FIRST: WRCN-FM agrees to cooperate with the Long Island Lighting Company and LERO in the development of an Emergency Broadcast System (EBS). The primary purpose of the said EBS shall be to convey information to members of the general public in the event of an emergency at the Shoreham Nuclear Power Station. WRCN-FM also agrees to cooperate in the development of any procedures which shall be necessary to effectively carry out the purposes of the EBS. It is understood that WRCN-FM's participation in the Emergency Broadcast System herein is undertaken in an effort to serve the public interest, convenience and necessity and shall be in accordance with the laws of the United States, the rules and regulations of the Federal Communications Commission and any other authority which, under law, has jurisdiction over the areas covered by this agreement. Accordingly, each of the provisions of this agreement shall be construed so as to be consistent with the purposes of EBS and the said laws, rules and regulations.

SECOND: The Long Island Lighting Company agrees to provide, and WRCN-FM agrees to install, a broadcast receiver, tuned to the frequency of the Common Program Control Station (CPCS), which is capable of being muted. The said receiver shall meet the requirements of EBS attention signal equipment as set forth in Chapter I, Subpart G of Title 47 of the Code of Federal Regulations. Equipment provided by LILCO under this paragraph shall be

Mr. Richard Adrian

-2-

January 9, 1984

installed in such a way that it enables WRCN-FM's staff, at normal duty locations, to be alerted instantaneously upon receipt of the attention signal and to immediately monitor the emergency programming on the CPCS. WRCN-FM further agrees to insure that the equipment described in this paragraph is in functioning condition during all times that the station is in operation and to determine the cause of any failure to receive weekly transmission tests originated by the CPCS.

THIRD: It is understood that, when a decision to activate the Emergency Broadcast System is made, all information broadcast pursuant to such activation by the Common Program Control Station shall be rebroadcast over WRCN-FM as soon as practicable.

FOURTH: WRCN-FM shall use its full daytime facilities during nighttime hours, pursuant to 47 C.F.R. 73.1250(f), to broadcast emergency information when necessary, in the station's discretion, to the safety of life and property during an emergency at the Shoreham Nuclear Power Station.

FIFTH: WRCN-FM understands the importance of educating the public, in advance, as to the operation of the Emergency Broadcast System and its participating stations. Accordingly, WRCN-FM agrees to permit LILCO to use its call letters and frequency assignment and to reproduce its logo in educational materials which will be published in general circulation print media and/or distributed to addresses within 10 miles of the Shoreham Nuclear Power Station. Mention of WRCN-FM in these materials shall indicate only that the station is participating in the Emergency Broadcast System and shall not be prepared in such a way as to suggest the station's endorsement of LILCO's activities or nuclear power. Nothing in this paragraph shall be construed to require WRCN-FM to promote its own involvement in the EBS or to expend any funds for the purpose of public education.

SIXTH: Nothing in this agreement is intended to impose any restriction on WRCN-FM's right to independently gather, produce, write or broadcast news and information regarding the Long Island Lighting Company, its facilities or operations.

SEVENTH: LILCO will bear all costs associated with the organization and operation of the system including all equipment and communication services.

EIGHTH: LILCO will be responsible for its negligent acts or omissions, and will defend, indemnify and hold WRCN-FM, its officers, directors and employees harmless from and against all loss, damage, liability, suit, claim or judgment, for property damage (whether to your equipment or otherwise), and for bodily injury or death, arising out of or in any way connected with LILCO's negligent use of the Emergency Broadcast System pursuant to this agreement.

NINTH: The indemnity given to WRCN-FM is no less favorable than that given to any other station participating in the system.

TENTH: WRCN-FM's participation is terminable at will upon notice to LILCO.

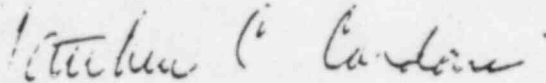
Mr. Richard Adrian

-3-

January 9, 1984

If the foregoing comports with your understanding of our agreement, please countersign this letter and return it in the envelope provided. I appreciate your participation in the Emergency Broadcast System.

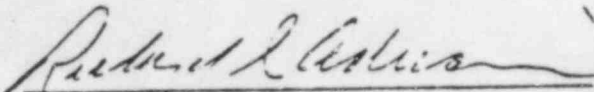
Very truly yours,



Matthew C. Cordaro, Ph.D.
Vice President

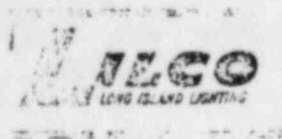
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Enclosure



Richard Adrian
General Manager.- WRCN-FM Radio

ATTACHMENT 11



LONG ISLAND LIGHTING COMPANY

175 EAST OLD COUNTRY ROAD - HICKSVILLE, NEW YORK 11801

MATTHEW G. CORDARO, Ph.D.
VICE PRESIDENT

February 6, 1984

Mr. Andrew Pettit
General Manager
WGLI Radio
1290 Peconic Avenue
Babylon, NY 11704

Dear Mr. Pettit:

Recently, a member of LILCO's Public Affairs staff met with representatives of WGLI Radio to outline the station's participation in promptly notifying the Long Island community in the event of an emergency at the Shoreham Nuclear Power Station. The purpose of this letter is to formalize the agreement which was reached at that meeting.

As used in this letter, the term "Common Program Control Station" refers to the radio station now broadcasting at 97.5 MHz, licensed to Patchogue, New York and known as WALK-FM. The term "LERO" refers to the Local Emergency Response Organization which has been established to implement an offsite emergency response in the event of an accident at the Shoreham Nuclear Power Station. This response shall include, but not be limited to, the activation of the Prompt Notification System (including the Emergency Broadcast System) and the implementation of protective actions for the public.

FIRST: WGLI agrees to cooperate with the Long Island Lighting Company and LERO in the development of an Emergency Broadcast System (EBS). The primary purpose of the said EBS shall be to convey information to members of the general public in the event of an emergency at the Shoreham Nuclear Power Station. WGLI also agrees to cooperate in the development of any procedures which shall be necessary to effectively carry out the purposes of the EBS.

SECOND: The Long Island Lighting Company agrees to provide, and WGLI agrees to install, a broadcast receiver, tuned to the frequency of the Common Program Control Station (CPCS), which is capable of being muted. The said receiver shall meet the requirements of EBS attention signal equipment as set forth in Chapter I, Subpart G of Title 47 of the Code of Federal Regulations. Equipment provided by LILCO under this paragraph shall be installed in such a way that it enables WGLI's staff, at normal duty locations, to be alerted instantaneously upon receipt of the attention signal and to immediately monitor the emergency programming on the CPCS. WGLI further agrees to insure that the equipment described in this paragraph is in functioning condition during all times that the station is in operation and to determine the cause of any failure to receive weekly transmission tests originated by the CPCS.

Mr. Andrew Pettit

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February 6, 1984

THIRD: It is understood that, when a decision to activate the Emergency Broadcast System is made, all information broadcast pursuant to such activation by the Common Program Control Station shall be rebroadcast over WGLI as soon as practicable.

FOURTH: WGLI shall use its full daytime facilities during nighttime hours, pursuant to 47 C.F.R. 73.1250(f), to broadcast emergency information when necessary, in the station's discretion, to the safety of life and property during an emergency at the Shoreham Nuclear Power Station.

FIFTH: WGLI understands the importance of educating the public, in advance, as to the operation of the Emergency Broadcast System and its participating stations. Accordingly, WGLI agrees to permit LILCO to use its call letters and frequency assignment and to reproduce its logo in educational materials which will be published in general circulation print media and/or distributed to addresses within 10 miles of the Shoreham Nuclear Power Station. Mention of WGLI in these materials shall indicate only that the station is participating in the Emergency Broadcast System and shall not be prepared in such a way as to suggest the station's endorsement of LILCO's activities or nuclear power. Nothing in this paragraph shall be construed to require WGLI to promote its own involvement in the EBS or to expend any funds for the purpose of public education.

SIXTH: Nothing in this agreement is intended to impose any restriction on WGLI's right to independently gather, produce, write or broadcast news and information regarding the Long Island Lighting Company, its facilities or operations.

SEVENTH: LILCO will bear all costs associated with the organization and operation of the system including all equipment and communication services.

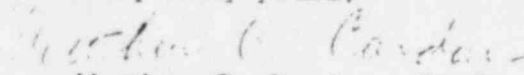
EIGHTH: LILCO will be responsible for its negligent acts or omissions, and will defend, indemnify and hold WGLI, its officers, directors and employees harmless from and against all loss, damage, liability, suit, claim or judgment, for property damage (whether to your equipment or otherwise), and for bodily injury or death, arising out of or in any way connected with LILCO's negligent use of the emergency broadcast system pursuant to this agreement.


NINTH: The indemnity given to WGLI is no less favorable than that given to any other station participating in the system.

TENTH: WGLI's participation is terminable at will upon notice to LILCO.

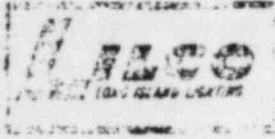
If the foregoing comports with your understanding of our agreement, please countersign this letter and return it in the envelope provided. I appreciate your participation in the Emergency Broadcast System.

Very truly yours,


Matthew C. Cordaro, Ph.D.
Vice President


Andrew Pettit
General Manager - WGLI Radio

ATTACHMENT 12



LONG ISLAND LIGHTING COMPANY

175 EAST OLD COUNTRY ROAD • HICKSVILLE, NEW YORK 11801

MATTHEW C. COPDARD, Ph.D.
VICE PRESIDENT

February 6, 1984

Mr. Andrew Pettit
General Manager
WRIV Radio
1290 Peconic Avenue
Babylon, NY 11704

Dear Mr. Pettit:

Recently, a member of LILCO's Public Affairs staff met with representatives of WRIV Radio to outline the station's participation in promptly notifying the Long Island community in the event of an emergency at the Shoreham Nuclear Power Station. The purpose of this letter is to formalize the agreement which was reached at that meeting.

As used in this letter, the term "Common Program Control Station" refers to the radio station now broadcasting at 97.5 MHz, licensed to Patchogue, New York and known as WALK-FM. The term "LERO" refers to the Local Emergency Response Organization which has been established to implement an offsite emergency response in the event of an accident at the Shoreham Nuclear Power Station. This response shall include, but not be limited to, the activation of the Prompt Notification System (including the Emergency Broadcast System) and the implementation of protective actions for the public.

FIRST: WRIV agrees to cooperate with the Long Island Lighting Company and LERO in the development of an Emergency Broadcast System (EBS). The primary purpose of the said EBS shall be to convey information to members of the general public in the event of an emergency at the Shoreham Nuclear Power Station. WRIV also agrees to cooperate in the development of any procedures which shall be necessary to effectively carry out the purposes of the EBS.

SECOND: The Long Island Lighting Company agrees to provide, and WRIV agrees to install, a broadcast receiver, tuned to the frequency of the Common Program Control Station (CPCS), which is capable of being muted. The said receiver shall meet the requirements of EBS attention signal equipment as set forth in Chapter 1, Subpart G of Title 47 of the Code of Federal Regulations. Equipment provided by LILCO under this paragraph shall be installed in such a way that it enables WRIV's staff, at normal duty locations, to be alerted instantaneously upon receipt of the attention signal and to immediately monitor the emergency programming on the CPCS. WRIV further agrees to insure that the equipment described in this paragraph is in functioning condition during all times that the station is in operation and to determine the cause of any failure to receive weekly transmission tests originated by the CPCS.

Mr. Andrew Pettit

-2-

February 6, 1984

THIRD: It is understood that, when a decision to activate the Emergency Broadcast System is made, all information broadcast pursuant to such activation by the Common Program Control Station shall be rebroadcast over WRIV as soon as practicable.

FOURTH: WRIV shall use its full daytime facilities during nighttime hours, pursuant to 47 C.F.R. 73.1250(f), to broadcast emergency information when necessary, in the station's discretion, to the safety of life and property during an emergency at the Shoreham Nuclear Power Station.

FIFTH: WRIV understands the importance of educating the public, in advance, as to the operation of the Emergency Broadcast System and its participating stations. Accordingly, WRIV agrees to permit LILCO to use its call letters and frequency assignment and to reproduce its logo in educational materials which will be published in general circulation print media and/or distributed to addresses within 10 miles of the Shoreham Nuclear Power Station. Mention of WRIV in these materials shall indicate only that the station is participating in the Emergency Broadcast System and shall not be prepared in such a way as to suggest the station's endorsement of LILCO's activities or nuclear power. Nothing in this paragraph shall be construed to require WRIV to promote its own involvement in the EBS or to expend any funds for the purpose of public education.

SIXTH: Nothing in this agreement is intended to impose any restriction on WRIV's right to independently gather, produce, write or broadcast news and information regarding the Long Island Lighting Company, its facilities or operations.

SEVENTH: LILCO will bear all costs associated with the organization and operation of the system including all equipment and communication services.

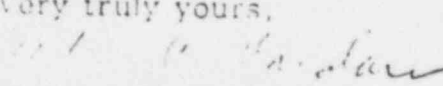
EIGHTH: LILCO will be responsible for its negligent acts or omissions, and will defend, indemnify and hold WRIV, its officers, directors and employees harmless from and against all loss, damage, liability, suit, claim or judgment, for property damage (whether to your equipment or otherwise), and for bodily injury or death, arising out of or in any way connected with LILCO's negligent use of the emergency broadcast system pursuant to this agreement.

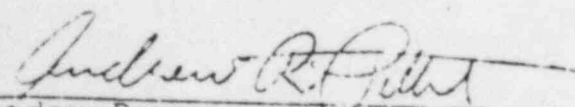
NINTH: The indemnity given to WRIV is no less favorable than that given to any other station participating in the system.

TENTH: WRIV's participation is terminable at will upon notice to LILCO.

If the foregoing comports with your understanding of our agreement, please countersign this letter and return it in the envelope provided. I appreciate your participation in the Emergency Broadcast System.

Very truly yours,


Matthew C. Cordaro, Ph.D.
Vice President


Andrew Pettit
General Manager - WRIV Radio

1 JUDGE LAURENSEN: Who is going to do the cross
2 examination for the Country?

3 MR. MILLER: I am, Judge Laurenson.

XXXXXX

4 CROSS EXAMINATION

5 BY MR. MILLER:

6 Q We will start, Ms. Clawson, with the additional
7 radio stations you just mentioned; will you tell me when
8 LILCO obtained these letters of agreement?

9 A (Witness Clawson) The letters of agreement
10 from WLNG I received in the mail on Tuesday.

11 Q Did you notify Counsel of LILCO that you received
12 these letters on Tuesday?

13 A No, I did not.

14 Q When did they first find out?

15 A Probably yesterday.

16 Q Ms. Clawson, I have a few questions regarding
17 your resume that is set forth in this blue volume. Do
18 you have a copy of that? You, I think, are after Tab 4.

19 A Yes, I do.

20 Q Ms. Clawson, in the second -- I am sorry,
21 the third paragraph. You state that in your position you
22 are responsible for specially assigned projects. Do
23 you see that?

24 A Yes, I do.

25 Q Are any of these projects related to Shoreham?

1 A Yes, they are.

2 Q Can you just tell me what they are?

3 A The most recent project that I can assign to
4 that relates to Shoreham is the development and implementation
5 of public information for the LERO organization.

6 Q Could you just list them all?

7 A I could probably more easily give you an overview
8 of the projects I have worked on, rather than a complete
9 listing of all. Many of them involve specific writing
10 projects, which range from writing, as is mentioned later
11 on in the qualifications, writing speeches relating to
12 Shoreham, or corporate officers, writing newsletters,
13 including a newsletter that we send out to residents in the
14 ten mile zone, while keeping current.

15 Writing and assisting in the preparation of
16 testimony for these hearings, for Suffolk County Legislative
17 hearings last year relating to Shoreham.

18 I think that should give you an overview of the
19 types of projects I have been involved in.

20 Q Now, when you state down in the third paragraph,
21 that I have assisted in emergency planning for the Shoreham
22 Nuclear Power Station, what have you done in terms of
23 assisting in emergency planning for Shoreham?

24 A I have assisted in the preparation of emergency
25 broadcast messages, the writing of the messages. I have

1 assisted and, in fact, been responsible for the development
2 of a local emergency broadcast system for Shoreham Nuclear
3 Power Station.

4 I have assisted and been responsible for the
5 preparation of all of the off site public information
6 materials, including the public information brochure,
7 the transient information packages, telephone book inserts
8 that will appear, and have assisted in writing some of the
9 procedures involved for the LERO public information
10 program.

11 Q Who do you report to, Ms. Clawson?

12 A In my current assignment, I report to John
13 Weismantle.

14 Q And you are still employed as the Associate
15 Director of Public Affairs?

16 A Yes, I am.

17 Q Ms. Clawson, do you have copies of the letters
18 of agreement that you have just obtained from these
19 radio stations? Does Counsel for LILCO have any objections
20 to providing copies to the County?

21 MS. MONAGHAN: We have no objection to the
22 County having a copy of those letters.

23 BY MR. MILLER: (Continuing)

24 Q Okay. We are going to begin with the LILCO
25 testimony. Page 2 of your testimony, Ms. Clawson, you

1 state -- in the first full sentence of the page. I have been
2 the person at LILCO responsible for coordinating the effort
3 to form an emergency broadcast system. Do you see that?

4 A Yes, I do.

5 Q Do you have sole responsibility in this regard?

6 A Yes, I do.

7 Q When did you start the effort to form an
8 emergency broadcast system?

9 A I would say initial calls were made in August
10 of 1983.

11 Q Was the first letter of agreement with the
12 radio station the letter agreement with WALK Radio?

13 A Yes. And the letter of agreement with WALK
14 Radio and discussions with WALK Radio, predates my
15 employment with the Long Island Lighting Company.

16 Q And that agreement with WALK goes back to
17 July of '83, correct?

18 A Yes. That letter does. But the initial
19 discussions with WALK and the designation of WALK as
20 the lead station predates my employment with Long Island
21 Lighting Company.

22 Q Ms. Clawson, have any radio stations refused
23 to participate with LILCO in emergency broadcast system?

24 A No, I can't say that any radio station that
25 we have contacted has out and out refused to participate

1 in the system.

2 Q Well, when you say, 'out and out refused to
3 participate,' have they refused in any way?

4 A There are a couple of stations that indicated
5 they would prefer to wait until the plant came on line,
6 or until we were licensed before they agreed to participate.

7 Q What were those stations?

8 MS. MONAGHAN: Judge Laurensen, first of all,
9 I think this is outside the scope of what the contention
10 goes to, and second of all, whether or not radio stations
11 refused to participate until the plant goes on line seems
12 to me to be the type of detail that is not probative
13 of the issues that you are going to have to decide in
14 this proceeding.

15 MR. MILLER: Judge Laurensen, the entire
16 testimony actually goes to the issue of formation of the
17 emergency broadcast system and the network of radio
18 stations being used by LILCO.

19 It is not outside the scope of the contention,
20 and it is not outside the scope of the testimony, and I
21 think it is relevant, and we are entitled to probe into
22 why certain radio stations have, at this time, expressed
23 a desire not to participate in this system.

24 JUDGE LAURENSEN: Why is that relevant? The
25 reasons why, or the identity of stations that are not

1 participating?

2 How does that relate to your Contention 20.

3 MR. MILLER: I would like to ask Ms. Clawson
4 why those stations have refused to participate.

5 JUDGE LAURENSEN: The objection is sustained.
6 I find that the questions dealing with reasons for stations
7 not participating is beyond the scope of Contention 20, and
8 therefore, not relevant.

9 MR. MILLER: Judge Laurenson, if my questions
10 go -- here is my problem. It could be, I have no idea,
11 but I would like to ask, that the reasons why these
12 stations have refused to participate go to deficiencies
13 in the emergency broadcast system which LILCO is relying
14 upon.

15 JUDGE LAURENSEN: That is not Contention 20.
16 Your Contention 20 says that LILCO intends that EBS
17 messages will be broadcast simultaneously by WALK AM and
18 FM. However, WALM-AM does not operate at night, therefore,
19 those persons without FM radios, especially people in
20 cars, will be unable to receive adequate information in
21 the event an radiological accident occurs at night
22 contrary to the requirements -- and then you cite the
23 regulation.

24 MR. MILLER: The problem we have, Judge Laurenson,
25 is that we have here presented by LILCO witnesses ten pages

8-16-Wal

1 of testimony which discuss many radio stations other than
2 WALK radio station, and it seems I am entitled to look
3 into the reasons why these other stations have, or have
4 not, agreed to participate in the LILCO system.

5 JUDGE LAURENSEN: I think if you want to show
6 that their system is inadequate to notify the public, then
7 you could do that through the information that you have.

8 But as to why other people -- other stations
9 have not joined the network, that is beyond the scope
10 of Contention 20.

11 Objection is sustained.

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1 Q Ms. Clawson, putting to one side the two new
2 letters of agreement we were just handed, are all other
3 agreements with radio stations relied upon by LILCO
4 attached to the testimony?

5 A (Witness Clawson) Yes, they are.

6 Q Are all the agreements included in the LILCO
7 plan, I guess in Appendix B of the LILCO plan?

8 A Let me check.

9 (Pause.)

10 Q Ms. Clawson, it is maybe something you could do
11 during a break. We will come back to it.

12 A Fine. I will do that.

13 Q Does LILCO rely upon any television stations,
14 Ms. Clawson, in its emergency broadcast system?

15 A No.

16 Q Is there a reason LILCO does not rely on
17 television stations?

18 A Yes, there is a reason actually. There are
19 probably two reasons. The most important of these would be
20 the fact that with Shoreham located on the east end of Long
21 Island we find that a problem at the plant in terms of
22 protective action recommendations and material that would
23 be broadcast over an emergency broadcast system would be
24 considered to be a local problem. We have no local
25 television stations, commercial television stations on Long

1 Island or in Suffolk County. Stations that reach the east
2 end of Long Island that would pertain to the 10-mile zone
3 primarily come out of New York City and provide very little
4 coverage of Long Island.

5 So that we would find that most people looking
6 for local news would tune into their local radio stations
7 rather than the New York City station or the other option
8 being a Connecticut station.

9 So we find that it would probably not be
10 productive to include television stations in the emergency
11 broadcast system.

12 Q I thought you said you had two reasons. Did you
13 just give both of them to me?

14 A I sure did.

15 Q Okay. You say that most people would turn in
16 the radio rather than turn on the television; is that
17 correct?

18 A For a local problem, that is right.

19 Q For a local problem. Now is that your personal
20 opinion?

21 A That is both my personal opinion and the
22 information that was given to me by the radio station
23 people that I talked to in putting together this system.

24 Q The radio stations told you that most people
25 listen to radios and not television?

1 A No. They told me that for a local problem such
2 as a situation that we have today where we have bad road
3 conditions and schools may be closing. I think you will
4 find it very remote that the New York City stations will
5 broadcast the list of every school district on Long Island
6 that may be affected by a weather condition.

7 Most of those stations rely on the local radio
8 stations in each area to broadcast that information, and
9 for that reason most people that live in these areas will
10 tune to their local radio station for local information
11 about weather problems or any other local traffic problems.

12 Q Are you drawing a comparison, Ms. Clawson,
13 between weather conditions and a radiological emergency at
14 the Shoreham plant?

15 A Could you repeat the question?

16 Q Well, I am asking you if you are drawing a
17 comparison between weather conditions and a radiological
18 emergency at the Shoreham plant?

19 A When we are talking about the dissemination of
20 information for a 10-mile radius, yes, I am.

21 Q When you consider a radiological emergency at
22 the Shoreham plant, you would consider that to be a local
23 problem?

24 A For the purpose of the dissemination of
25 protective action recommendations in the 10-mile zone, yes,

1 I would. I would consider that to be a situation for that
2 10-mile area and not beyond. That is right for the
3 dissemination of public information.

4 Q Do you consider the incident at Three Mile
5 Island, that that was a local problem?

6 A Yes, I do.

7 Q Ms. Clawson, does LILCO or do you believe that
8 it is necessary to have a written agreement with every
9 radio station you are going to include in your emergency
10 broadcast system?

11 A Could you repeat the question?

12 Q Do you believe that it is necessary to have a
13 written agreement with every radio station you are
14 including within the emergency broadcast system?

15 A Yes, I do.

16 Q Ms. Clawson, are you familiar with television
17 station Channel 6?

18 A No, I am not.

19 Q Mr. Davario, have you ever heard of Channel 6?

20 A (Witness Davario) No, I have no.

21 Q Dr. Cordaro?

22 A (Witness Cordaro) There is a Channel 6 on the
23 dial. If you have cable television you could pick up a
24 Channel 6 that is usually reserved for the local cable type
25 of service. As far as a commercial station, I am not aware

TAYLOE ASSOCIATES

1625 I STREET, N.W. - SUITE 1004

WASHINGTON, D.C. 20006

(202) 293-3950

1 of a Channel 6 that I have been able to receive anywhere on
2 Long Island.

3 Q There is also a Channel 21, Television Channel
4 21; is that correct?

5 A Yes, I am very familiar with Channel 21.

6 Q Now where is that broadcast from?

7 A That is broadcast from Plainview.

8 Q What about Channel 6, do you know where that is
9 broadcast from?

10 A No, As I said, I am not aware of a commercial
11 Channel 6 station.

12 Q I didn't say it was a commercial station. I
13 said do you know of Channel 6.

14 A As I said, there is a Channel 6 on the dial,
15 and it depends on what cable service territory you are in.
16 You could pick up a Channel 6 that relates to their
17 individual service, but I am not aware of any one station,
18 other than a cablevision or cable service type of station
19 that is on Channel 6 on the dial.

20 Q Ms. Clawson, would you look at page 4 of the
21 LILCO testimony. You state in the second sentence of Answer
22 6 "The prompt notification system, including the tone alert
23 radios activated by the emergency broadcast system," and
24 then you go on from there. Do you see that?

25 A (Witness Clawson) Yes, I do.

1 Q Is it your testimony that the tone alert radios
2 are activated by the emergency⁸ broadcast system or are they
3 activated by WALK FM's frequency?

4 A They are activated not by WALK AM, but WALK FM
5 frequency.

6 Q They are not activated then by the emergency
7 broadcast system, are they?

8 A No, they are not activated by the emergency
9 broadcast system.

10 Q Ms. Clawson, is it your opinion that LILCO has
11 the authority to use or activate the emergency broadcast
12 system?

13 MS. MONAGHAN: Objection. This is beyond the
14 scope of the contention. The contention is limited to
15 whether WALK can broadcast and not whether people will
16 receive adequate information over the EBS system that LILCO
17 has developed.

18 JUDGE LAURENSEN: As I recall, this is the
19 subject of some of your first contentions dealing with the
20 legal authority, isn't it, Mr. Miller?

21 MR. MILLER: Well, yes, Judge Laurenson. We
22 certainly have earlier other contentions that deal with
23 legal authority. I guess I am trying, as we did with route
24 alert drivers and training questions and other areas such
25 as that, within the context of the relevant testimony going

1 to WALK radio and the emergency broadcast system to ask a
2 question. I do not intend to pursue this very far, but it
3 is relevant to the testimony that is being presented by
4 these witnesses. In fact, I can say that it is probably a
5 one-question question.

6 MS. MONAGHAN: Judge Laurenson, we maintain the
7 same objection whether it is one question of a series of
8 questions.

9 JUDGE LAURENSON: The objection is sustained.

10 BY MR. MILLER:

11 Q Ms. Clawson, if you will look, please, at
12 Answer 7 on page 4. You state, and I think it is the second
13 sentence, you are talking about the EBS messages, and you
14 state that they provide clear instructions and information.
15 Do you see that?

16 A (Witness Clawson) Yes, I do.

17 Q Is this your opinion, Ms. Clawson?

18 A Yes, it is.

19 Q Is there anything else that is behind this
20 statement other than your opinion?

21 A We have consulted with other experts in this
22 field. I am including Dr. Milette, who I believe has
23 already testified on this, and it has been their opinion
24 that these messages do provide clear instructions.

25 Q So it is the opinion that you have and you

1 share that opinion with LILCO's consultants; is that right?

2 A That is correct.

3 MR. MILLER: Judge Laurenson, we obviously, we
4 being the County, have some disagreements in this area.
5 This is clearly the subject of other contentions and I will
6 not go into that any further at this time.

7 BY MR. MILLER:

8 Q Ms. Clawson, also in Answer 7 you mention, four
9 lines from the bottom of the page, that WALK's signal will
10 activate equipment at other participating EBS stations. Do
11 you see that?

12 A (Witness Clawson) Yes, I do.

13 Q Could you tell me what equipment you are
14 referring to?

15 A Yes. Just a moment.

16 (Pause.)

17 The equipment the signal will activate at the
18 other stations is a McMartin fixed frequency FM tuner. This
19 is the FCC approved equipment for emergency broadcast
20 systems, and the other stations that are participating in
21 the system will have this equipment. It has been ordered
22 and they will have this equipment that is FCC approved.

23 Q Is it fair to refer to this equipment as the
24 broadcast receivers?

25 A Yes, they are broadcast receivers.

1 Q Has LILCO paid for this equipment?

2 A I don't know.

3 Q Dr. Cordaro, would you know?

4 A (Witness Cordaro) If we haven't yet, we will
5 pay for it.

6 Q Ms. Clawson, I understand then from your answer
7 that the equipment has been ordered, but it has not yet
8 been installed at the radio stations?

9 A (Witness Clawson) That is correct.

10 Q Has it been installed at any? Has it been
11 installed at WALK radio?

12 A At WALK radio we have this equipment. It is the
13 other eleven stations that will.

14 Q Who is to maintain this equipment once it is
15 installed?

16 A As the letters of agreement with the radio
17 stations state, the radio stations will be responsible for
18 maintaining the equipment. Their engineering staff will be
19 responsible for maintaining the equipment.

20 Q What assurance will LILCO have that the
21 equipment is being maintained in good working order?

22 A Well, I think the letters of agreement state
23 that these stations, in the second section of each letter
24 of agreement, and most of them are identical. Each station,
25 and let me read from the letter, ". . . agrees to ensure

1 that the equipment described in this paragraph is in
2 functioning condition during all times that the station is
3 in operation and to determine the cause of any failure to
4 receive weekly transmission tests originated by the CPCS."

5 Q So you rely on the wording of the letter of
6 agreement that the stations will maintain this equipment in
7 good working order?

8 A That is correct, and in most cases each station
9 wanted to retain that capability for themselves because
10 they have engineers that maintain all of their equipment.
11 In some cases this equipment interfaces with other
12 equipment at the station and the station management would
13 prefer to have their own people maintain it.

14 Q What incentive do the radio stations have to
15 maintain this equipment in good working condition?

16 MS. MONAGHAN: Judge Laurensen, I have to object
17 to this continuing line of questioning. It seems to me that
18 we are once again getting into a level of detail that
19 really isn't necessary to provide the Board with probative
20 information on how they can decide this contention and it
21 goes beyond the scope of the contention. I just don't
22 think it is relevant.

23 MR. MILLER: Judge Laurensen, I don't know what
24 could be more probative than the very equipment being
25 relied upon by LILCO to ensure in LILCO's opinion that

1 there is a network of EBS radio stations.

2 It is certainly probative to know whether that
3 equipment is going to work, who is going to maintain it and
4 how LILCO is going to ensure that it is being maintained in
5 good working order.

6 MS. MONAGHAN: I think that those questions have
7 already been asked and answered, Mr. Miller.

8 JUDGE LAURENSEN: The objection is overruled.

9 WITNESS CLAWSON: Would you repeat the question?

10 BY MR. MILLER:

11 Q I think my question was what incentive will
12 the radio stations have to ensure that this equipment is
13 maintained in good working order?

14 A (Witness Clawson) Having had personal
15 conversations with every station manager of the stations
16 that are participating in this system, I can assure you
17 that those that are participating in the system consider it
18 a public service to do so, and in that consideration comes
19 the obligation to maintain the equipment that would permit
20 them to provide this public service.

21 Q That is your understanding based upon your
22 conversations with these individuals at the various radio
23 stations?

24 A Absolutely.

25 Q Is this equipment to be tested by LILCO?

1 A No. This equipment is tested weekly as every
2 EBS station and network tests its equipment weekly. The
3 test emanates from WALK and every week WALK sends out a
4 test message on its station, an EBS test message on its
5 station as every station in the country does that is a
6 member of an emergency broadcast system. When that occurs,
7 every one of these units that will be located at the relay
8 stations will activate.

9 Q That testing hasn't started yet though, right,
10 the equipment is not there?

11 A Well, the testing goes on, but the equipment
12 that would receive the signal is not yet installed, that is
13 correct.

14 Q My question was is the equipment tested, the
15 equipment meaning these broadcast receivers?

16 A Yes, they will be tested every week when WALK
17 sends out its signal.

18 Q Will LILCO be provided with the results of
19 these tests?

20 A I don't anticipate that we will be providing as
21 a routine matter the results of these tests unless any of
22 the equipment fails and if there is any assistance that any
23 station would like in maintaining the equipment. We have
24 not received any information in that regard from any
25 station.

1 Q Towards the end of that Answer 7, Ms. Clawson,
2 you use the term simulcast. Could you explain what that
3 term is?

4 A Yes. It is an identical broadcast that would go
5 out on two stations, two or more stations. For example, if
6 this proceeding was being broadcast by WALK as we are
7 speaking now, people that were listening to WALK FM would
8 hear it as would people who are listening to WALK AM. It is
9 a station that broadcasts the identical programming on more
10 than one station.

11 Similarly, it would be in the emergency
12 broadcast system. It would be the capability for an
13 emergency broadcast message to be broadcast through WALK to
14 all of the participating relay stations and for that
15 message to go over the air at the identical time.

16 Q When you used the example of the WALK radio
17 broadcasting the simulcasting of WALK radio, WALK radio
18 does that during the day hours; is that correct?

19 A That is correct.

20 Q To your knowledge, Ms. Clawson, when there
21 other radio stations broadcast the EBS message, will there
22 be any delay from the time the stations become aware of
23 the message being broadcast by WALK radio and the time they
24 start broadcasting the EBS message?

25 A No, there shouldn't be any delay.

1 Q As soon as the broadcast receiver picks up the
2 EBS message, that station starts broadcasting the message;
3 is that right?

4 A It is a simulcast, exactly, or it has the
5 capability of being a simulcast.

6 Q How often will the EBS message be repeated by
7 WALK radio?

8 A When a message comes out and when it is first
9 broadcast, it will be rebroadcast within five minutes
10 after it was first broadcast. After that it will be
11 broadcast every 15 minutes until a new message is received
12 and then the same pattern will be repeated.

13 Q And the same then would of course be true with
14 these other stations?

15 A That is correct.

16 Q Ms. Clawson, if you would look, please, at page
17 5 of the testimony, Answer 8. It refers to the letter of
18 agreement we mentioned earlier with WALK radio; is that
19 correct?

20 A That is correct.

21 Q And that letter is Attachment 1 to the
22 testimony, right?

23 A That is correct.

24 Q Would you look at Attachment 1, please? Now
25 there are a number of numbered paragraphs in this letter of

1 agreement, and in paragraph one it states that WALK will
2 work with LILCO and/or Suffolk County. WALK is working only
3 with LILCO, that is right, isn't it?

4 A To the best of my knowelge, that is correct.

5 Q Now it goes on to say that WALK will formalize
6 procedures associated with the prompt notification system.
7 What procedures are these?

8 A Well, of course, we have a set of procedures
9 for the emergency broadcast system in our emergency
10 planning procedures. That is 3.8.2. In some instances I
11 have discussed those procedures with WALK and incorporated
12 some of their recommendations into the procedures.

13 Q You are referring then solely to procedure
14 3.8.2?

15 A No. That is one of the procedures that I have
16 discussed with WALK. Other procedures that I have discussed
17 with them and will be working with them to develop involve
18 the training of their station personnel in the emergency
19 broadcast system, their role in the local emergency
20 response organization and the activation of the system
21 during all hours of the day or night.

22 Q Now you mentioned some procedures regarding
23 WALK's role in LERO; is that what you said?

24 A That is correct.

25 Q What procedures would those be?

1 A Well, I think it would be useful to the station
2 personnel and the station management for them to have a
3 complete overview of the local emergency response
4 organization, emergency planning and exactly what role WALK
5 plays in the entire system. Unfortunately, in this area,
6 the emergency broadcast system has never been activated.

7 Q Would it be your intent to give WALK station
8 personnel the LILCO plan and procedures?

9 A They already have them.

10 Q What else would you want to give them?

11 A That is all I can think of.

12 Q So I go back to my question. Which procedures
13 are you talking about here?

14 A Well, as I think we have mentioned in our
15 testimony, at the current time station management requires
16 that they be contacted before the AM is activated at night.

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Q Let me interrupt you.

A (Witness Clawson) That would be a procedure that would need to be worked out with the WALK station management and with their personnel.

Q Right. You gave me four different groups of procedures, training --

A Yes.

Q -- Procedure 3.8.2 --

A Yes.

Q -- involvement in LERO and activation of the system.

A Yes.

Q Now, I'm looking at just this third involvement of LERO. You said you have given the LILCO plan and procedures, and I'm wondering what else are you going to give them?

What other procedures?

A I'm not going to give them any other procedures.

Q You don't intend to develop any other procedures, then, right?

A As I mentioned to you, we need to work with WALK management and station personnel to put together a procedure which would preclude station personnel from having to contact management to activate AM at night.

Q My question goes to this third group.

#10-2-SueT

- 1 A Yes.
- 2 Q Forget it.
- 3 A All right.
- 4 Q What training procedures, Ms. Clawson, are
5 you developing?
- 6 A Well, the training procedures that we are develop-
7 ing would involve the role of WALK and LERO, as I have
8 mentioned to you. It would also involve the role of the
9 Emergency Broadcast System and the prompt notification
10 system.
- 11 As I mentioned, we have provided them with
12 copies of 3.8.2, including the messages that would be
13 involved in the emergency broadcast network. That's the
14 gist of what would be needed in terms of training for
15 WALK.
- 16 Q Will you be doing that training?
- 17 A I expect to be, yes.
- 18 Q It hasn't been started yet?
- 19 A No, it has not.
- 20 Q Now, you mention in Paragraph 2 -- well,
21 Paragraph 2 generally talks about means of communications
22 between LILCO and WALK; is that right?
- 23 A Yes.
- 24 Q What equipment is used to communicate with
25 WALK radio?

#10-3-SueT

1 MS. MONAGHAN: Judge Laurenson, I think we
2 have been through this in other contentions, and it is
3 beyond the Scope of Contention 20.

4 Contention 20 is limited to whether or not
5 WALK-AM and FM can broadcast at night simultaneously and
6 whether persons without FM radios will be able to receive
7 adequate information in the event that a radiological
8 emergency occurs at night.

9 JUDGE LAURENSEN: I agree that we have been
10 over this, but I think one of the elements of getting a
11 message out to the people is how it is communicated from
12 Shoreham.

13 So, to that extent I guess it's background
14 material. The objection is overruled.

15 WITNESS CLAWSON: Would you repeat the question,
16 please?

17 BY MR. MILLER: (Continuing)

18 Q Well, how will LILCO communicate with WALK
19 radio?

20 A We have a direct phone line between our EOC and
21 WALK. And, as a matter of fact, there is an identical
22 phone line installed between the County Buildings in
23 Yaphank and WALK.

24 Q Now, if the EOC is not activated, communication
25 is by means of commercial telephone, correct?

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A That's right.

Q Paragraph 2, again states, Ms. Clawson, that the equipment deemed necessary by LILCO and/or Suffolk County. It's by LILCO, isn't it?

A Yes, it is.

Q What is the basis for your statement, Ms. Clawson, regarding the line out at Yaphank County Buildings to WALK radio?

A What is the?

Q What is the basis for your statement that there is a dedicated line from the County Buildings in Yaphank out to WALK radio?

A That's what I have been told by WALK station personnel.

Q Ms. Clawson, in Paragraph 3 of Attachment 1, you mention -- or the letter mentions -- that WALK will respond to requests from specified and mutually agreed upon individuals and/or agencies.

Have these individuals and agencies been agreed upon?

A Yes. I believe that that information is contained in our plan.

Q Could you just tell me generally who the individuals would be?

MS. MONAGHAN: Judge Laurenson, I am going to

#10-5-SueT

1 object again on the same basis. We have spent the last
2 two weeks hearing testimony about how LILCO was going to
3 contact the EBS stations and what means were going to be
4 used to effectuate that contact and the personnel who
5 could effectuate that contact.

6 It seems to be that this more properly the
7 subject of other contentions and not the contention that
8 is at issue here.

9 MR. MILLER: Judge Laurenson, I can't believe --
10 we are just starting today, in fact, I think somewhat after
11 two o'clock on EBS stations, and I don't recall in the
12 last two weeks discussions regarding these matters.

13 I think Ms. Monaghan is mistaken.

14 JUDGE LAURENSEN: Objection is overruled.

15 WITNESS CLAWSON: Would you repeat the question,
16 please?

17 BY MR. MILLER: (Continuing)

18 Q You can just give me a general -- I do not
19 need particular names. I'm wondering who the individuals
20 are that are referred to in Paragraph 3?

21 A Okay. As per our plan, it would be the Director
22 of Local Response, the Coordinator of Public Information,
23 or the Customer Service Supervisor.

24 Q And the and/or agencies. What agencies are
25 you referring to, does the letter refer to?

#10-6-SueT

1 A Well, I suspect that if the State or federal
2 agency requested that the system be put into operation
3 for any specific purpose that that would be covered by
4 this sentence.

5 Q Well, perhaps I should ask Dr. Cordaro, since
6 I gather you wrote this letter.

7 A (Witness Cordaro) I think that's a provision
8 which is exactly in the spirit that Ms. Clawson has des-
9 cribed, to make provision for the possibility that the
10 State or the County or possibly the NRC or Department of
11 Energy would want access to the EBS network.

12 Q Okay. Ms. Clawson, in Paragraph 5, it mentions
13 this backup generator. That generator has been installed,
14 hasn't it?

15 A (Witness Clawson) Yes, it has.

16 Q Did LILCO pay for it?

17 A Yes, it did.

18 Q Now, do you know, if there is a loss of power
19 at WALK radio how long would it take this backup generator
20 to reach full power?

21 MS. MONAGHAN: Objection, Your Honor. I think
22 that's the subject of other contentions in the 90 series
23 which deal with loss of power.

24 JUDGE LAURENSEN: Perhaps you can specify which
25 one?

#10-7-SueT

1 MS. MONAGHAN: Just a moment, Judge Laurenson.
2 I don't remember the exact number of the contention. We
3 are trying to locate a copy of the contention. I believe
4 it comes within 93, 94 or 95, and I'm not sure which one
5 it is.

6 (Counsel for LILCO searches through documents.)

7 MR. MILLER: If counsel for LILCO will re-
8 present that this matter is covered in another contention,
9 I will go on.

10 MS. MONAGHAN: I believe that it is. If I
11 could take a moment, I will be sure that it is.

12 MR. CHRISTMAN: The backup power for WALK
13 radio was withdrawn by the County, I am advised, earlier
14 in this proceeding.

15 If the County thinks that is not correct, they
16 can say so. But that's our understanding and our recol-
17 lection.

18 MR. MILLER: I don't recall.

19 MR. CHRISTMAN: I'm advised that Contention 95.C,
20 as --

21 MS. MONAGHAN: It's Contention 95(C), Judge
22 Laurenson, which was withdrawn by Suffolk County. The
23 contention that was withdrawn states: The LILCO plan does
24 not indicate that WALK radio station has a backup power
25 supply or that any other broadcasting facility has the

#10-0-SueT

1 capability to transmit the emergency broadcast signal
2 used to activate the tone alert radios which will allegedly
3 be provided to hundreds of facilities within the EPZ.
4 See LILCO Plan 3.3, Pages 6 through 7. In the event of
5 a loss of off-site power, WALK would cease transmissions
6 and would be unable to activate the tone alert radios.

7 MR. MILLER: Judge Laurenson, Contention 95(C)
8 was a contention I think filed by SOC. .

9 I think the objection to my question was that
10 it was covered by another contention. I gather there is
11 another objection now.

12 MS. MONAGHAN: Mr. Miller is correct that the
13 initial objection was that it was covered by a contention
14 on which we had filed testimony. But, now I think the
15 fact that the contention which did cover it was withdrawn
16 is the basis for another objection, an additional objection.

17 I don't think they should be inquiring into
18 this within the scope of Contention 20. Contention 20
19 is limited in scope.

20 JUDGE LAURENSEN: I think it probably is all
21 my fault, because I think I raised it this morning. So,
22 I guess I had better let them finish it up.

23 The objection is overruled.

24 BY MR. MILLER: (Continuing)

25 Q Ms. Clawson, back to where we were.

#10-9-SueT

1 A Would you repeat the question, please?

2 Q Yes. If there is a loss of power at WALK
3 radio, how long would it take for the backup generator
4 referred to in Attachment 1 to LILCO's testimony to
5 reach full power?

6 A I really don't know. But perhaps one of my
7 colleagues could answer that question.

8 (Witness Cordaro) Without recalling the
9 specifications of the particular equipment involved, I
10 can give you an order of magnitude answer.

11 It's probably in the order of a couple of
12 minutes. Not a half hour, or forty-five minutes. It's
13 probably in the order of a couple of minutes.

14 Mr. Schiffmacher, who unfortunately is not
15 here, could give you an exact answer. But, that's my
16 recollection.

17 Q Dr. Cordaro, is it an automatic start-up diesel
18 generator?

19 A I think it is, but I'm not absolutely sure.

20 Q Is it your understanding that this generator
21 would be able to provide sufficient power to WALK radio
22 to broadcast to its normal territory?

23 A Yes.

24 Q I'm looking at Page 5 of your testimony now.
25 Could you tell me, what kind of radio station is WALK?

#10-10-SueT₁

Is it a news station, a rock station? What is it?

2 A (Witness Clawson) I think in broadcast
3 vernacular, you might call it somewhere between a rock
4 station and an easy listening station.

5 Q Do you have any information, Ms. Clawson, or
6 does LILCO have any information, regarding the --
7 regarding WALK's listening audience? Let me put it that
8 way. The kinds of people -- do you see what I'm getting
9 at or not? I'm not saying this question very well.

10 Well, let me just say: Do you have any
11 information regarding the listening audience for WALK
12 radio?

13 A No, I do not.

14 Q Would you go to Page 6, please, of your
15 testimony?

16 A (Witness complying.)

17 Q This procedure which you describe, beginning at
18 the bottom of Page 5 and going over to Page 6, where you
19 can flip a switch and go over to the AM at night, do you
20 see all that?

21 A Yes.

22 Q Have you observed this procedure?

23 A Yes, I have.

24 Q When did you observe it?

25 A I would say I have observed a simulation of the

#10-11-SueT 1

2 procedure, and I would say I've done that in the past
3 three months.

4 Q My first question was: Have you observed the
5 procedure?

6 A I have -- my answer is, I have observed a
7 simulation of the procedure.

8 Q Okay, so you were not at WALK radio --

9 A At six o'clock in the morning, no, I was not.

10 Q Or seven o'clock at night?

11 A No, I was not.

12 Q WALK radio station often has a single person
13 on duty; is that right?

14 A Yes, I think it possibly does.

15 Q Basically, a disc jockey or --

16 A That's correct. If I can elaborate, keep in
17 mind that it's not what you call your disc jockey. This
18 is a licensed radio station operator that is licensed to
19 operate the equipment at the radio station.

20 Q Okay. And he plays the records and so forth and
21 so on?

22 A That's right, but he is also trained and
23 licensed to operate the equipment at the radio station;
24 whereas, all disc jockeys may not be licensed to operate
25 the equipment at the radio station.

Q Are you telling me that WALK radio always has

#10-12-SueT

1 twenty-four hours a day a licensed --

2 A Yes, I do.

3 Q Licensed what? Engineer? What is he?

4 A Licensed radio operator.

5 Q Now, is it your understanding of this procedure
6 that once the switch is flipped, WALK automatically starts
7 broadcasting AM?

8 A Let me just read the procedure to you again.

9 Q Well, could you just answer my question?

10 A Well, as the testimony states, there are
11 essentially two buttons that need to be pressed. And,
12 yes, it's an instantaneous activation of the AM transmit-
13 ter. The AM transmitter is a solid state MW1A Harris
14 transmitter.

15 Q From the time the transmitter is activated,
16 Ms. Clawson, is it your understanding that the EBS signal
17 is transmitted over the air to wherever?

18 A Yes, the system has that capability.

19 Q Now, in the second -- well, the first full
20 paragraph on Page 6, you state that the broadcaster needs
21 permission from WALK management to activate WALK-AM during
22 non-broadcasting hours.

23 Do you see that?

24 A Yes, I do.

25 Q Who is WALK management? Can you define that

#10-13-SueT 1

for me?

2 A I believe that radio station WALK is owned by
3 Island Broadcasting Company. The President of the Island
4 Broadcasting Company is Alan Beck. And I believe that
5 permission from Mr. Beck perhaps -- and/or perhaps his
6 News Manager would be necessary at this time to activate
7 the AM system at night.

8 Q So, at this time it would be Mr. Beck and
9 perhaps one other person?

10 A That's my understanding. That's right.

11 Q Now, how are these people to be contacted if
12 permission needed to be obtained to activate WALK-AM at
13 night?

14 A Could you repeat your question, please?

15 Q My question is: You have mentioned two possible
16 people that would have to be contacted --

17 A Yes.

18 Q -- if you wanted to activate the WALK-AM at
19 night. And my question is: How would they be contacted?

20 A Well, I suspect that at this particular time
21 they would be contacted over the telephone. But, as our
22 testimony explicitly states, I have discussed this with
23 the management of WALK and they have agreed that prior to
24 fuel load they would put together a procedure for their
25 station personnel that would negate the need to contact

#10-14-SueT

1 station management in the event of a radiological emer-
2 gency that would necessitate broadcasting on the AM at
3 night.

4 Q Right. I see your testimony, Ms. Clawson.
5 But your testimony makes clear that you do not have this
6 procedure at this time, do you?

7 A Today we do not have this procedure.

8 Q Are you going to have it tomorrow?

9 A No, but we may have it on Monday.

10 Q Okay. Let me know if you get it.

11 A I sure will.

12 Q Let's stick to my question. . My question was:
13 Right now --

14 A Yes.

15 Q -- if you had to contact Mr. Beck or this other
16 person, how would you do it? I assume your answer is
17 commercial telephone?

18 A To the best of my knowledge, it would be
19 commercial telephone.

20 Q Is Mr. Beck and this other person to be on call
21 twenty-four hours a day?

22 A I suspect that they are.

23 Q Do you know?

24 A I have no direct knowledge of that.

25 Q Tell me when you think the fuel load is going

#10-15-SueT 1

to be, Ms. Clawson.

2

MS. MONAGHAN: Objection. That's clearly --

3

JUDGE LAURENSEN: Sustained.

4

MR. MILLER: Let me try it a different way.

5

(Laughter.)

6

BY MR. MILLER: (Continuing)

7

Q Could you tell me, Ms. Clawson, why the testimony states that the written procedure will be obtained before fuel load? Why wait until fuel load whenever that might be?

8

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11

A Well, probably because I thought that would be at the outside the latest possible time that we ought to have formalized these procedures.

12

13

14

Q Ms. Clawson, the last sentence of Answer 12 states that LILCO is working with WALK to train station personnel in elements of the emergency plan.

15

16

17

I think we have discussed that, haven't we?

18

19

A Yes, I believe we have.

20

Q How many station personnel are there at WALK?

21

A I do not have a complete number of station personnel at WALK.

22

23

Q Can you give me a rough estimate? Are we talking twenty people or --

24

A I would say twenty or fewer.

25

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1 Q And when you say these people will be trained
2 in elements of the emergency plan, these elements are what
3 we discussed earlier today, Procedure 3.8.2, things like
4 that?

5 A That is correct, which pertain to emergency
6 broadcast system.

7 Q Do you know, Ms. Clawson, if WALK Radio will
8 require such training as a prerequisite to hiring personnel?

9 A I have no direct knowledge of that.

10 Q Now, I am just curious, every time you say,
11 'no direct knowledge.' Do you have any knowledge?

12 A No.

13 Q Now, Ms. Clawson, in Answer 13, at the bottom
14 of page 6, you state there is no legal obstacle to WALK-AM
15 broadcasting at night. Did you research this issue?

16 A Yes, I did.

17 Q Anyone else, to your knowledge, at LILCO?

18 A Did anybody else --

19 Q Did anyone else research it?

20 A Yes.

21 Q Could you tell me who it was?

22 A Yes. It was a colleague of mine in the Public
23 Affairs Department, by the name of David Levy.

24 Q And then you go on to state after that sentence
25 that WALK in the past has broadcast AM at night, during

1 weather emergencies I think you say. Do you see that?

2 A Yes.

3 Q And you refer to Attachment 2 of the testimony.
4 If you will turn to Attachment 2. Attachment 2, Ms.
5 Clawson, in the middle of the page or so, states that
6 -- this is WALK Radio -- we have, on a number of
7 occasions during snow emergencies maintained AM broadcasting
8 through the night.

9 Do you see that reference?

10 A Yes.

11 Q Is it just during snow emergencies that WALK
12 broadcasts under its AM frequency at night?

13 A To the best of my knowledge to date, it has been
14 just during snow emergencies.

15 Q Now, in that same paragraph, the third sentence,
16 200 watt signal in Freeport is referred to, and it is
17 referred to because it says it is an exception to the
18 rule that AM stations in Long Island do not broadcast
19 at night.

20 What radio station is that?

21 MS. MONAGHAN: Objection, Your Honor. Unless
22 Mr. Miller can tie this to one of the stations that is
23 currently being used by LILCO within its EBS network, I
24 really don't see the relevancy of this line of questioning.

25 MR. MILLER: Judge Laurenson, I guess I could

1 do this another way.

2 On page 9 of the testimony, the LILCO panel
3 states that there is a radio station AM that broadcasts
4 at night, and it is WGLI-AM, and I would like to know
5 if this station in Freeport mentioned in Attachment 2
6 is WGLI?

7 JUDGE LAURENSEN: Is there an objection to
8 that question?

9 MS. MONAGHAN: No, Your Honor, there is not.

10 WITNESS CLAWSON: That station is not WGLI.

11 BY MR. MILLER: (Continuing)

12 Q Now, Ms. Clawson, Attachment 2, the first full
13 sentence in that second paragraph states: As you know,
14 WALK-FM, with Long Island's most powerful radio signal,
15 is the only station capable of covering all of Nassau
16 and Suffolk Counties as well as much of Connecticut.

17 Do you see that?

18 A Yes, I do.

19 Q Do you agree with this statement?

20 A No, not necessarily.

21 Q Are there other stations that cover all of
22 Nassau and Suffolk Counties, as well as much of Connecticut?

23 A To be very honest with you, I am not aware of
24 any single station that covers all of Nassau and Suffolk
25 County, as well as much of Connecticut.

1 Q Then why do you not agree with the statement?

2 A I don't agree with the statement because the
3 statement is that WALK-FM is the only station capable of
4 covering all of Nassau and Suffolk County, as well as
5 much of Connecticut, and I don't believe that there is
6 any station located on Long Island that can cover all of
7 Nassau and Suffolk Counties, as well as most of Connecticut.

8 Q Maybe I am just missing it, Ms. Clawson. Let's
9 try it again.

10 A Okay.

11 Q That first sentence, you disagree with that
12 statement in the sentence?

13 A Yes, I disagree with the statement that Mr. Beck
14 has made here.

15 Q And why is it you disagree with the statement?

16 A Why do I disagree with the statement?

17 Q Yes.

18 MS. MONAGHAN: Judge, I think he has asked and
19 this has been answered at least twice before.

20 MR. MILLER: It has been asked and answered,
21 Judge Laurenson. I don't understand -- I am not sure if
22 Ms. Clawson and I are communicating. Maybe it is my
23 problem. But I just don't understand how she is disagreeing
24 with this statement, in light of the statement she has
25 made on the record.

1 JUDGE LAURENSEN: The objection is overruled.

2 WITNESS CLAWSON: Why don't we try this one more
3 time?

4 MR. MILLER: Okay.

5 BY MR. MILLER: (Continuing)

6 Q Could you tell me why you disagree with the
7 statement in Attachment 2?

8 A Yes. Because I do not believe, I do not believe,
9 that WALK-FM is the only station that is capable -- I do
10 not believe that WALK-FM is capable of covering all of
11 Nassau and Suffolk Counties, as well as much of Connecticut.

12 Q Which part of the statement do you disagree with?

13 A I am not real sure about Connecticut at all.

14 Q What about Nassau and Suffolk Counties?

15 A I do not believe that WALK-FM is capable of
16 covering all of Nassau County.

17 Q But all of Suffolk County?

18 A To be very honest with you, I think it depends
19 upon the weather conditions. I think sometimes it can,
20 and sometimes it can't.

21 Q Okay. Thank you. Ms. Clawson, to your knowledge,
22 within the network of radio stations relied upon by LILCO,
23 is there any station which could -- which is capable of
24 covering all of Nassau and Suffolk Counties?

25 A Well, keeping in mind that we did not feel it

1 was necessary to cover all of Nassau County, and for that
2 matter we didn't feel it was necessary to cover any of
3 Nassau County. We do have stations that range on Long
4 Island from Huntington, on the westernmost point of Long
5 Island, to Sag Harbor, which is the easternmost -- where
6 the easternmost radio station on Long Island is located.

7 So, yes, I think amongst our thirteen stations
8 in our system, that we do cover all of the necessary ten
9 mile EPZ.

10 Q That is not my question now. My question was:
11 Within the system, is there any radio station which is
12 capable of covering Nassau and Suffolk County?

13 A Mr. Miller, that is a little bit hard to
14 determine. If you take the information that the radio
15 stations give you, most of them will claim that they can
16 cover all of Nassau and Suffolk County, as well as portions
17 of New York City.

18 The only way that that can be determined is
19 to get in your car and drive around the entire area that
20 you want to determine whether you can hear a station in.

21 Q So, your answer is you don't know?

22 A Why don't you give me the question one more time?

23 Q Within the emergency broadcast system of -- the
24 network of radios put together by LILCO, is there any single
25 station which has the capability of covering all of Nassau

1 and Suffolk Counties?

2 A According to the information that I have received
3 from these radio stations, there are several that have
4 the capability of covering all of Nassau and Suffolk
5 Counties.

6 But I have no direct knowledge that that can be
7 done.

8 Q Do you have doubts?

9 A To tell you the truth, I don't have any direct
10 knowlddge about it. I have not driven throughout all of
11 Nassau and Suffolk County to try to pick up every one of
12 these stations.

13 But I can tell you that we can get some station
14 in the system throughout all of Nassau and Suffolk County.

15 Q Ms. Clawson, the third paragraph of Attachment 2,
16 there is another statement by WALK Radio which states that
17 --- it is very favorable to WALK Radio, I suppose -- but
18 states that: While our staff is used to operating two
19 stations at once and our equipment is physically set up
20 for such a situation my sources tell me that the other
21 AM/FM combinations on Long Island do not have the single
22 facility capability on a moment's notice. In fact, some
23 may take as much as a couple of hours to call in qualified
24 operators to start up their AM equipment. Some do not
25 have people capable of using studio equipment present 24
hours.

1 Now, do you agree with that statement?

2 A I don't think that statement is necessarily true.

3 Q Why do you think that?

4 A In my travels to these radio stations, there
5 are other stations that I believe have a similar type set
6 up, though perhaps not identical to WALK.

7 Q Is there any other radio station within the
8 network of radios relied upon by LILCO which have -- which
9 broadcast AM-FM simultaneously, as does WALK?

10 A Yes, I believe WLNG in Sag Harbor is a
11 simulcast station.

12 Q Would the statement in Attachment 2 be true with
13 respect to WLNG?

14 A I have no direct knowledge of that. I have
15 never inquired into their capability.

16 Q Ms. Clawson, again, looking at Answer 13 now
17 on page 7, the end of the answer you refer to a regulation,
18 which I think is Attachment 3 to your testimony, is that
19 right?

20 A That is correct.

21 Q Is this regulation part of the research mentioned
22 on the previous page?

23 A Yes, it is.

24 Q Now, would you look please at Attachment 3.

25 Generally, this regulation discusses circumstances where

1 stations like WALK Radic could broadcast on the AM frequency
2 at night during emergencies, is that a fair statement?

3 A Yes.

4 Q Now, paragraph (b) of this regulation says that
5 if requested by responsible public officials -- and it
6 goes on from there.

7 Under the LILCO System, Ms. Clawson, there would
8 be no request from responsible public officials, would
9 there?

10 MS. MONAGHAN: Objection. Mr. Miller is again
11 getting into whether or not the LILCO transition plan
12 uses public officials or uses LILCO officials, and that
13 is the premise on which this proceeding is based, that
14 LILCO can, in fact, --

15 JUDGE LAURENSEN: Overruled.

16 MR. MILLER: You have to answer, Ms. Clawson.

17 WITNESS CLAWSON: Would you repeat the question,
18 please?

19 BY MR. MILLER: (Continuing)

20 Q In this subparagraph (b), there is a reference
21 to responsible public officials. And my question was,
22 under the LILCO system, there would be no request to
23 these stations from a responsible public official, would
24 there?

25 A Let me just talk with you a minute about that.

1 Q Well, could you answer my question first? You
2 could give me a yes or a no.

3 A It depends upon, I would guess, the definition
4 of a responsible public official.

5 Q Do you consider LERO officials responsible
6 public officials?

7 A Well, Mr. Miller, I assume that if this plan is
8 approved that, yes, LERO officials in these circumstances,
9 for these purposes, would be considered responsible public
10 officials.

11 Q Okay. So let me go back to my original question,
12 and I gather then you are saying that under the LILCO
13 system and the LILCO plan, the request to WALK Radio from
14 LERO would be a request, in your opinion, from responsible
15 public officials.

16 A That would be my understanding under the terms
17 of the plan, if it were approved, that is correct.

18 Q And if the plan was not approved you wouldn't
19 have to worry about it anyway, right?

20 A You got it.

21 Q Now, Ms. Clawson, the way I read this regulation
22 also, there is two places -- one is at the very end of the
23 column on the left, and one is about ten or fifteen lines
24 down from the top of the column on the right. Where there
25

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1 are general discussions about having to make determinations
2 regarding no other broadcast service existed that could
3 perform what the broadcasting station would do in terms
4 of broadcasting in its off-hours. Do you see those two
5 references?

6 A Why don't you read me exactly what you are
7 talking about.

8 Q One reads: Under the provisions of that
9 paragraph -- referring to paragraph f -- that no other
10 broadcast service existed or was adequate; and the
11 second says: Such operation may be undertaken only
12 if regular, unlimited-time service is non-existent,
13 inadequate from the standpoint of coverage, or not
14 serving the public need.

15 A Okay.

16 Q Do you see the references I am talking about?

17 A Yes.

18 Q Now, for WALK-FM to broadcast on its AM
19 frequency at night, they would have to be in compliance
20 with this regulation. That is your understanding, isn't
21 it?

22 A Well --

23 Q If you could give me a yes or no.

24 JUDGE LAURENSEN: You can't be both talking at
25 the same time.

1 WITNESS CLAWSON: It is my understanding that
2 this regulation is somewhat loosely interpreted by the FCC.
3 But if you need a yes or no answer, I suspect the answer
4 would be yes.

5 BY MR. MILLER: (Continuing)

6 Q Does that mean, Ms. Clawson, that there is no
7 other radio station relied upon by LILCO which is adequate
8 from the standpoint of coverage?

9 A Mr. Miller, this is a regulation that has
10 been applied and interpreted by the Federal Communications
11 Commission, not by me and not by LILCO.

12 This is a bond between the radio station and the
13 Federal Communications Commission.

14 Q I am only asking because it is in your testimony.
15 Do you have an answer to my question?

16 A Do you want to repeat the question, please?

17 Q Is it your understanding, then, that WALK-FM is
18 the only radio station relied upon by LILCO which is adequate
19 from the standpoint of coverage?

20 MS. MONAGHAN: I object to the question as being
21 vague. I am not entirely sure what Mr. Miller means in
22 terms of the word, 'coverage;' whether he is using coverage
23 in terms of times of day that the station is broadcasting
24 or whether he is using that term in terms of the area over
25 which the station can broadcast?

1 JUDGE LAURENSEN: I assume you are talking about
2 the area aren't you, Mr. Miller? Or am I --

3 MR. MILLER: You are right, Judge Laurenson.

4 JUDGE LAURENSEN: Objection is overruled.

5 WITNESS CLAWSON: Can you just clarify this.

6 You are talking about WALK-FM?

7 MR. MILLER: Yes.

8 WITNESS CLAWSON: Whether it is the only station
9 that will provide coverage?

10 MR. MILLER: No. Adequate coverage. Adequate
11 from the standpoint of coverage.

12 WITNESS CLAWSON: WALK-FM is the station that
13 will activate all of the tone alerts, and all of the other
14 receivers at the other radio stations. And this, of course,
15 this section that we are talking about here involves the
16 AM station. Using AM station for non-broadcast hours.

17 BY MR. MILLER: (Continuing)

18 Q I understand that, but let me --

19 A So it is confusing me.

20 Q Okay. Let me try it again. Do you agree that
21 under this regulation, that -- let me back up. Do you
22 agree that if WALK-AM was to be broadcast at night, it
23 would have to do so in compliance with this regulation?

24 A Yes, I do.

25 Q And this regulation requires, doesn't it, that

1 for WALK-AM, to broadcast at night, WALK-AM would have to be
2 the only radio station -- AM radio station which could
3 provide adequate coverage to the relevant area. Do you
4 agree with that statement?

5 A If you are asking me to interpret this
6 regulation, yes, I agree with that statement.

7 Q Is there any other AM radio station which you
8 are aware of which broadcast at night --

9 A Yes, there is.

10 Q Let me finish my question. Which broadcasts at
11 night, which provides adequate coverage to the area served
12 by WALK-AM?

13 A I think it would be useful if you clarified
14 the word, 'adequate.'

15 Q You don't have an understanding of the word,
16 'adequate?'

17 A Not in this regard.

18 Q We will try it again. Is there any AM radio
19 station to your knowledge, which provides coverage to the
20 territory --

21 A Yes, there is.

22 Q Let me finish my question. Coverage to the
23 territory covered by WALK-AM?

24 A I suspect that there is another AM station
25 that broadcasts at night, and I suspect there might be

1 some overlap in their coverage, but I do not believe that
2 they are indentical coverage areas.

3 MR. MILLER: Judge Laurenson, this is a good
4 time for a break.

5 JUDGE LAURENSEN: How much more questioning
6 do you have of this panel?

7 MR. MILLER: I think that somewhere between
8 half an hour and an hour.

9 JUDGE LAURENSEN: All right. We will take
10 our afternoon recess.

11 (Whereupon, a recess was taken at 3:35 p.m.,
12 and scheduled to reconvene at 3:50 p.m., this same day.)
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JUDGE LAURENSEN: Back on the record.

Mr. Miller.

BY MR. MILLER:

Q Ms. Clawson, on page 7 there is a summary passage which is a summary from the letter which I think is Attachment 2 to the testimony. Do you see that at the very bottom of the page?

A (Witness Clawson) Yes.

Q Now this says that "In summary, AM operation has occurred in the past at this station during a 24-hour period. Do you see that reference?"

A Yes.

Q In these situations, WALK's broadcasting on AM at night was requested by public officials; isn't that right?

A I have no direct knowledge that that was the reason that they broadcast at night. They have may have done it in the public interest.

Q On their own accord?

A That is correct.

Q Well, wouldn't that be contrary to the regulation attached as Attachment 3 to your testimony? I again go back to that subparagraph (b), if requested by responsible public officials.

JUDGE LAURENSEN: I think Judge Shon has a point

1 that he was discussing with the Board during the recent
2 break and I think Judge Shon ought to make that point.

3 JUDGE SHON: Mr. Miller, paragraph (b) look very
4 closely at it. It authorizes any station, not just AM
5 stations, to broadcast emergency point-to-point messages
6 for the purpose of requesting or dispatching aid and
7 assistance in rescue operations. That is not what is
8 proposed here. This is not a point-to-point communication.

9 The thing that we are talking about is covered
10 entirely in paragraph (f). Paragraph (b) simply doesn't
11 apply.

12 MR. MILLER: I guess my problem, Judge Shon, is
13 maybe I don't understand point-to-point communications.

14 JUDGE SHON: If I call someone on the radio and
15 say all right, Coast Guard cutter such and such, I am going
16 to tell you where to go, that is a point-to-point
17 communication. If I say as a radio broadcast statement
18 look, everybody in the 10-mile zone, we are about to
19 evacuate, that is not a point-to-point communication.

20 It is clear that this paragraph (b) is written
21 so that it specifically applies not to AM stations but to
22 all stations, and it is clear that it authorizes a
23 different kind of operation than the one that you are
24 talking about. It would be very difficult to convince me
25 otherwise.

1 MR. MILLER: Well, I am not going to try, Judge
2 Shon.

3 (Laughter.)

4 Let me just clarify though. I have been putting
5 my questions in terms of AM stations because I think it is
6 the testimony of the panel that they rely on the letter
7 from WALK which says WALK can broadcast on AM during the
8 evening hours.

9 JUDGE SHON: Well, specifically though paragraph
10 (f), under which this operation would be conducted, makes
11 no mention of public officials and, indeed, Ms. Clawson has
12 assured us that she knows of cases or that she believes
13 there are cases where the stations have done paragraph (f)
14 on their own without being requested by public officials.

15 Is that not correct, Ms. Clawson?

16 WITNESS CLAWSON: That is correct.

17 JUDGE SHON: I think that sort of settles it.

18 BY MR. MILLER:

19 Q Ms. Clawson, on page 8 let me just ask you a
20 general question. Would you agree with me that WALK's AM
21 transmitter is less powerful than its FM transmitter?

22 A (Witness Clawson) Yes, I would.

23 Q Could you tell me generally the reduction in
24 coverage which is experienced by WALK broadcasting on its
25 AM frequency as compared to its FM frequency?

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1 A No, I am afraid I can't.

2 Q Now beginning in Answer 15 on page 8 and going
3 over to the next page, there is a listing of various radio
4 stations in the network relied upon by LILCO with FM and
5 AM. Do you see that?

6 A Yes.

7 Q A general question first of all. In that last
8 sentence of Answer 15 you note that you are discussing with
9 other radio stations and that you expect more stations to
10 sign letters of agreement. Do you see that?

11 A Yes.

12 Q Other than the two agreements that you handed
13 us today, are there others that you are still negotiating
14 with?

15 A Yes, there are.

16 Q Could you give me a number roughly? Are you
17 talking about another 10 or another 5?

18 A No. There are 17 commercial radio stations in
19 Suffolk County and we are optimistic about getting letters
20 of agreement from every one of them.

21 As you can tell, we now have 13 stations that
22 have agreed to participate in the system. So that would be
23 four more stations.

24 Q Without going into the identity of the other
25 stations, I thought you had told me earlier that there have

1 been some stations that have declined to participate in
2 this system.

3 A At this time.

4 Q Well, you are optimistic that they will come
5 around?

6 A Absolutely.

7 Q You are convincing, right?

8 A That is right.

9 Q Now, Ms. Clawson, on page 9, Question and
10 Answer 18, you talk about Station WBLI AM 1290 in Babylon.
11 Do you see that?

12 A Yes.

13 Q Do you know the broadcast range of WBLI?

14 A Let me check. I do have some broadcast coverage
15 maps.

16 (Pause.)

17 Q Just as background while you are checking, Ms.
18 Clawson, WBLI, as I understand it, is the only AM radio
19 station which is relied upon by LILCO which routinely
20 broadcasts at night; is that right?

21 A That is right. The broadcast map that I have
22 received from WBLI is a combination of WBLI and their
23 companion station WRIV. Their coverage map, which was drawn
24 for us by their station manager, indicates coverage running
25 from Hemsted on the west into South Hampton on the east.

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1 Q Could you give me the coverage, or do you know
2 the coverage just for WBLI?

3 A The map that I have here, I see no tremendous
4 differentiation because probably, and I am not positive
5 about it, but I think they probably simulcast.

6 Q Would it surprise you, Ms. Clawson, if I told
7 you that the coverage goes from Babylon north to
8 Huntington, west to Hicksville and east to Patchogue?

9 A No, it would not surprise me.

10 Q Would it surprise if I told you at nighttime
11 the range of coverage is approximately one-half of that
12 area?

13 A No, it would not surprise me.

14 Q Now if that is the case, Ms. Clawson, you would
15 agree, wouldn't you, that station WBLI does not even reach
16 the 10-mile EPZ?

17 A It obviously does not have a very wide
18 broadcast range at night. That is correct.

19 Q It doesn't have a very wide range during the
20 day either, does it?

21 A That is correct.

22 Q Ms. Clawson, I would like to look at these
23 letters of agreement which are Attachments 4 through I
24 think 12. Maybe I can do this generically so we don't have
25 to look at each letter of agreement.

1 Why don't you look, please, at Attachment 5,
2 which is the agreement with Station WCTO. Now would you
3 agree with me that Attachments 5 through 12, while they are
4 for different radio stations, are, other than the names of
5 the stations, the same agreements or very close?

6 A Yes. Essentially they are very similar.

7 Q Now there are three things I would like to ask
8 you about. They are all on page 2 of Attachment 5. In the
9 top paragraph there is language which ends ". . . shall be
10 rebroadcast over, in this case, WCTO as soon as
11 practicable." Do you see that language?

12 A Yes.

13 Q All the other agreements have the same
14 language; isn't that correct?

15 A I believe they do.

16 Q Can you tell me how soon it is to say as soon
17 as practicable?

18 A Well, we certainly hope that as soon as
19 practicable is instantaneous.

20 Q Is it your understanding that it will be
21 instantaneous?

22 A Yes, it is.

23 Q Is that the case for all these stations in
24 Attachments 5 through 12?

25 A Yes, it is.

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1 Q Now in the next paragraph down, Ms. Clawson,
2 there is language which says that "The radio station will
3 use its full daytime facilities during nighttime hours to
4 broadcast emergency information when necessary in the
5 station's discretion to the safety of life and property
6 during an emergency at Shoreham." Do you see that?

7 A Yes.

8 Q Who determines what is in the station's
9 discretion, station management?

10 A I assume so.

11 Q In these agreements can you tell me who
12 insisted upon this language about this station's
13 discretion?

14 A This was language that we offered to the
15 stations.

16 Q You volunteered it?

17 A That is right.

18 Q Is it your understanding that the language "in
19 the station's discretion" will require prior approval by
20 the management of the station?

21 A No.

22 Q In other words, they will do it unless they
23 decide not to do it?

24 A That is correct.

25 Q That is the same answer for Attachments 5

1 through 12, for all the radio stations mentioned in
2 Attachments 5 through 12?

3 A As it relates to the section we are discussing,

4 Q Well, is there somewhere else in these
5 agreements where discretion of station management is talked
6 about?

7 A Well, obviously it was the discretion of the
8 station management to sign the agreement in the first
9 place.

10 Q Right. I am trying to find out if there is
11 something else there that could be different for the
12 different radio stations relied upon by LILCO.

13 A If there is anything that is different, it is
14 very minor. Let me explain to you the procedure we went
15 through. We drafted a basic letter of agreement which is
16 the basic letter that you see here, and in discussions with
17 station management, just about every one of them wanted to
18 have the letter of agreement reviewed by their attorneys.

19 In some cases some of the attorneys requested
20 slight changes, as attorneys tend to do. We accommodated
21 those that required slight changes.

22 Now I can probably overnight go through these
23 and document any slight changes, but they were not
24 significant enough to note.

25 Q Okay. The next to the last paragraph in

1 Attachment 5, page 2 states that "This station's
2 participation is turnable at will upon notice to LILCO." Do
3 you see that?

4 A Yes.

5 Q All the other radio stations in Attachments 5
6 through 12 have the same right or privilege; isn't that
7 right?

8 A That is correct.

9 Q Who insisted upon this language?

10 A We offered this language to the radio stations.
11 Nobody insisted upon it.

12 Q It is correct, though, isn't it that the
13 station can in its own discretion at any time terminate the
14 agreement?

15 A That is correct.

16 Q Would you look, please, at Attachment 4, Ms.
17 Clawson. This is the agreement with Station WBLI.

18 A Yes.

19 Q This agreement is a little different from the
20 other attachments, isn't it?

21 A Yes, it is.

22 Q Could you tell me who drafted the agreement
23 listed in Attachment 4?

24 A As I mentioned to you, I believe this that is
25 in Attachment 4 was the original basic letter that we gave

1 to the radio stations composed of five parts. The other
2 letters have 10 parts. The additional five parts resulted
3 from radio station attorneys' suggestions to amend the
4 letters and we agreed to do that.

5 Q Let me see if I have got this straight.
6 Attachment 4 was the first in time, correct?

7 A That is right.

8 Q And then that was given to other radio
9 stations?

10 A The is right.

11 Q The format I mean.

12 A We did these radio stations in different
13 groups, and in the first group this was the letter that
14 went to the first group of stations. If my recollection
15 serves me right, we started in the western part of the
16 county and headed to the eastern part of the county.

17 As we went along to different radio stations,
18 we found that some of the attorneys that reviewed the
19 letter wanted some additions. So as those were developed as
20 we went along to other radio stations, we included the
21 recommendations from the previous attorneys in the letters
22 for the additional stations.

23 This was one of the first ones. As you note, it
24 is dated November of '83 and the others are dated
25 significantly after that. This is one of the first ones

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that we had contacted and the attorney for WBLI did not request any modifications to the letter of agreement.

Q WBLI doesn't want to change their agreement in light of the other agreements, I take it?

A Well, I suspect that it would be possible to go back and ask them if they would like to do that. We have no objection to doing that.

Q I am looking for Station WRHD.

A Are you looking for their letter of agreement?

Q No, just in the testimony, page 9 of the testimony in Answer 17. You mention WRHD is an AM station, correct?

A Yes.

end 2

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2 Q Do you have an understanding as to the
3 broadcast range of this station?

4 A (Witness Clawson looking through document.)

5 Q Would you know if this station broadcasts
6 within the ten-mile EPZ?

7 Would it surprise you if I told you that it
8 did not?

9 A No, it would not surprise me.

10 JUDGE LAURENSEN: Let me ask -- it would
11 surprise me. It's listed as being in Riverhead. Isn't
12 part of Riverhead in the ten-mile EPZ? Or, am I looking
13 at the wrong station?

14 WITNESS CLAWSON: No, sir. You are looking
15 at the right station. But, in some cases the listing
16 here does not always necessarily involve where the
17 transmitter is located. It may involve where the studio
18 is located.

19 Many of these stations on Long Island are
20 very small stations and don't broadcast in enormous
21 ranges. I have been to the studio of WRHD which, yes,
22 is on the fringe of the EPZ. I have not been to see the
23 location of their transmitter.

24 As I say, many of these are very tiny stations.
25 And unfortunately, in some cases, they do not have a
large broadcast range. But this is what we are blessed

#13-2-SueT

1 with in Suffolk County, and this is what we are attempting
2 to devise an emergency broadcast system from.

3 JUDGE LAURENSEN: Anything else, Mr. Miller?

4 MR. MILLER: I'm just trying to see, Judge
5 Laurenson, if I had anything else. That might have been
6 it. If you would, just give me a second.

7 BY MR. MILLER: (Continuing)

8 Q Referring to Answer 21 on Page 10, would
9 you agree with me that if, for whatever reason, WALK
10 radio station cannot broadcast tone alert radios will not
11 activate?

12 A Yes, I would agree with you.

13 Q Would you agree with me also that if WALK
14 radio station, for whatever reason, cannot broadcast
15 other radio stations in the LILCO network will not be
16 made aware of the EBS signal?

17 A Well, I would not totally agree with that
18 statement. I think that, first of all, it's not just
19 WALK radio; it's WALK-FM, which is distinguished from
20 WALK-AM. Secondly, they would not be aware of the
21 WALK signal, but I would suspect that it would be fitting
22 for us to endeavor to contact the other radio stations and
23 relay the message to them directly if the very unlikely
24 circumstance occurred when WALK would not be able to
25 broadcast.

#13-3-SueT

1 Q Well, WALK-FM activates the EBS signal; is
2 that right?

3 A Yes, it does.

4 Q So, if WALK-FM cannot broadcast, there is no
5 EBS signal; correct?

6 A Not necessarily. Now, you are talking about
7 different things when you talk about EBS signal. I'm
8 sure all of us have been listening to the radio. Any
9 radio station, and most of them in this area, are members
10 of an Emergency Broadcast System, and they are required
11 to test their signal every week. And that's what you
12 hear on the radio when you are driving along or listening
13 to it and you hear a tone.

14 It would be feasible for any one of the other
15 stations to signal that tone, which is an attention-getting
16 tone, and read a message that we have directly given them,
17 that they would not have gotten via WALK, that we could
18 directly give to them.

19 Q That's not what the plan and procedures en-
20 vision, though, is it?

21 A This particular -- no, it's not, because it
22 is very inconceivable that WALK would not be able to
23 broadcast.

24 Q Ms. Clawson, a question that came up earlier
25 today, I will ask you. During the last year, are you

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1 aware of any instances where WALK radio -- let me say,
2 WALK-FM -- has gone down for any reason?

3 A Yes, I am.

4 Q Would you explain, please?

5 A Yes. I have -- I think it's some time within
6 the last eighteen months, WALK-FM was unable to broadcast.
7 The reason for this was because the signal that goes
8 between the station and the transmitter was unable to be
9 received.

10 There are three mechanisms used to transmit
11 the signal. One is land lines and two are microwave
12 systems. On the day that WALK was unable to broadcast,
13 the land line went down. One of the two microwave
14 systems was in repair, on a regular maintenance, and
15 the other one went down.

16 It is my understanding that this situation
17 is not at all very common, possibly -- essentially a
18 very uncommon situation. And to the best of my knowledge,
19 WALK has, with its triple system, a better system of
20 relaying broadcasting between its station and transmitter,
21 a better system than any other station on Long Island.

22 Q Ms. Clawson, would you agree with me that
23 radio stations more often go down from failure of equip-
24 ment rather than failure of, or loss of power?

25 A I really don't know. I have not conducted any

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1 study as to why radio stations go down.

2 Q Now, back to the instance where WALK-FM went
3 down, how long was it down for?

4 A I think it was several hours.

5 MR. MILLER: Judge Laurenson, that completes
6 the County's cross-examination.

7 JUDGE LAURENSEN: Mr. Zahnleuter?

8 WITNESS DAVERIO: Mr. Miller, we had one out-
9 standing request from this morning, or this afternoon,
10 on which letters of agreement we have. If you like, we
11 could give it to you.

12 You asked us which letters of agreement were
13 in the plan and which weren't.

14 BY MR. MILLER: (Continuing)

15 Q Oh, okay. My only question, I think, Mr.
16 Daverio, was: Are there any letters of agreement in
17 the plan that are not in the testimony?

18 A (Witness Daverio) You also asked us to look
19 and identify what we have.

20 Q Okay. Please give them, if you could do
21 that?

22 A (Witness Clawson) The letters of agreement
23 that are in the plan are WALK, WBLI, WCTO, and WGSM. Those
24 are contained in Rev 3 of the plan.

25 Contained in our testimony, and I believe sent

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1 to you under separate cover, are letters of agreement from
2 WLIM, WLIX, WRHD, WRCN, WGLI, WRIV.

3 And conveyed to you during the testimony are
4 two letters of agreement from WLNG-AM and FM.

5 Q Does LILCO intend to put these other letters
6 of agreement in its plan, future revisions of the plan,
7 or whatever?

8 A If there are future revisions of the plan,
9 yes, we will.

10 Q And, if not?

11 A Then, I guess we won't.

12 JUDGE LAURENSEN: Are we ready for Mr.
13 Zahnleuter?

14 MR. MILLER: Yes.

15 CROSS-EXAMINATION

16 BY MR. ZAHNLEUTER:

17 Q Ms. Clawson, before you stated that LERO
18 employees constituted public officials for the purpose of
19 Attachment 1. Isn't it a fact that these LERO employees
20 have never been elected to those positions?

21 MS. MONAGHAN: Objection, Your Honor. I
22 believe that Judge Shon's discussion on the regulations
23 demonstrates that the regulation that Mr. Miller was
24 questioning about previously is not pertinent or relevant
25 to the issues involved in this contention; and, therefore,

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1 the question is not pertinent or relevant.

2 MS. ZAHNLEUTER: Your Honor, I must emphatically
3 object to that objection. I have to oppose it.

4 The reason is, because regardless of whether or
5 not that Paragraph B is applicable or not, the statement
6 is on the record that LERO employees constitute public
7 officials. I represent Mario Cuomo, Governor of the State
8 of New York. He is a duly elected official. And I have
9 to make the record clear that LERO employees do not
10 constitute public officials.

11 JUDGE LAURENSEN: The objection is sustained.

12 BY MR. ZAHNLEUTER: (Continuing)

13 Q Mr. Daverio, on Page 7 in Answer 13, you
14 state that when WALK-AM broadcasts at night, WALK-AM
15 merely wants to submit a notice to the FCC.

16 Where, in Attachment 1, do you see the
17 provision that says that WALK-AM must submit a notice?

18 A (Witness Daverio) Attachment 1?

19 Q I'm sorry.

20 A Attachment 3?

21 Q Is that Attachment 3? I mean, the regulations
22 that you attached.

23 A (The Panel of witnesses are conferring.)

24 (Witness Daverio) I'm reading that section.
25 You are talking about Attachment 3, Mr. Zahnleuter?

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Q Yes, I am.

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A It's in Paragraph E, one, two, three, four, five, six, seven, eight lines, where it says: Or, when daytime facilities were used during nighttime hours by an AM station in accordance with paragraph F of this section.

And it talks about a report if you keep reading on there.

Q How would you define "notice" as you use it in your testimony?

A I would have meant some type of written communication.

Q Could you specify the type of contents?

A It would be up to the radio station in accordance with the FCC regulations. I don't particularly know what that is.

Q Okay. I would like to direct you to the same Paragraph E that you showed me, but further on down towards the end, specifically the part that is to the latter part of the sentence that begins: A certification of compliance --

A Yeah, that's the written type of notification.

Q It says that the certification of compliance must be submitted together with a detailed showing under the provisions of that paragraph, which I assume is F,

#13-9-SueT

1 that no other broadcast service existed or was adequate.

2 Isn't a detailed showing, as used in that
3 regulation, much more than a mere notice as you use it
4 in your testimony?

5 MS. MONAGHAN: Objection, Your Honor. I
6 think this goes into the details of exactly what WALK
7 radio will have to do in the event that this is broadcast.

8 And it gets into the type of minute detail
9 that you admonished us against the other day in citing
10 the Waterford decision.

11 MR. ZAHNLEUTER: Your Honor, the LILCO testi-
12 mony gets into the details of what WALK radio must do.
13 And it even refers to these regulations as pertinent
14 regulations.

15 And I'm just trying to find out what the
16 specific meaning of "mere notice" is.

17 JUDGE LAURENSEN: The objection is sustained.

18 MR. ZAHNLEUTER: I have no further questions.

19 JUDGE LAURENSEN: Mr. Bordenick?

20 CROSS-EXAMINATION

21 BY MR. BORDENICK:

22 Q Ms. Clawson, on Page 9 of your testimony, the
23 answer to Question 19, I believe with respect to the use
24 of the phrase "in the station's discretion", do you see
25 that in the answer?

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A Yes.

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Q I believe you testified that you or LILCO placed that in the proposed agreement you gave to the radio stations; is that correct?

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A (No reply.)

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Q Is that your testimony?

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A Yes.

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Q I wonder if you could tell us why LILCO decided to include that language?

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A At "the station's discretion?"

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Q Yes.

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A Are you talking about the additional stations that we have in our system, why we have talked about their broadcasting at their discretion?

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Is that what you --

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Q Yes. Why do you include this phrase in your testimony?

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A Well, one reason that comes to mind right now involves a station that normally does not operate during nighttime hours that may want to stay in operation during nighttime hours to cover or to broadcast emergency broadcast messages.

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For the station to do this may entail expenditure of money that they may not want to make at that particular time. And, consequently, we felt that it would be only

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13-11-SLET 1 fair to the stations to include the provision relating
2 to their discretion in broadcasting.

3 Q Are you or any other member of the Panel aware
4 of any FCC regulations which require radio stations to
5 devote a certain amount of their broadcast time to public
6 service announcements or to public service generally?

7 A Yes.

8 Q What are those provisions?

9 A I know that they -- I don't know the chapter
10 and verse of those provisions, but I know included in
11 the FCC license is a provision that requires a -- both
12 the radio station and the television station, to devote
13 certain program hours to public service programming.

14 And, of course, as you realize, it's somewhat
15 of a judgment call what public service programming would
16 be. Generally speaking, it's what the station determines
17 that it is.

18 Q Getting back to the phrase in the testimony,
19 "in the station's discretion", was that intended by LILCO
20 to be limiting in any way?

21 A I --

22 Q Limiting, with the exception of the economic
23 considerations that you testified to?

24 A No. No. That's the only one that comes to
25 mind, is the economic consideration for some of the smaller

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stations.

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Q Would you look at Page 10 of your testimony, Question -- the Answer to Question 20, which states:

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The message broadcast by WALK will be either simulcast or taped and rebroadcast.

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Could you tell me what the difference is between simulcast or taped and rebroadcast would be? And, specifically I'm interested in the time differential that would be involved as between simulcast or tape and rebroadcast.

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A Yes. Let me tell you what this is about.

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A simulcast, for example, as I used before, if this proceeding were being broadcast by WALK and if WALK chose to send this out over its Emergency Broadcast System and other stations decided to include this in their Emergency Broadcast System and rebroadcast it, it would be broadcast on WALK and at the same time any other station that decided to broadcast this. That's a simulcast.

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That's what you have, for example, in many cases where you may have network programming. It's the signal that goes out and stations receive it. And it is simulcast; it's broadcast at the same time, instantaneously.

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Taped and rebroadcast is just what it says. For example, if an AM station, if an emergency occurs at night, and an AM station is not manned, if one of these

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1 stations in our system is not manned, they will receive
2 the Emergency Broadcast Message. And, as a matter of
3 fact, they will receive every Emergency -- every new
4 Emergency Broadcast Message on tape. So, if it takes
5 some of the other stations, some of the smaller AM stations
6 that are not normally manned at night, perhaps a period of
7 time after they learn of the emergency to come in and man
8 their stations, they will have all of the Emergency Broad-
9 cast Messages on tape and will be able to rebroadcast the
10 taped message that has been received by their receiver.

11 Q Okay. So, you are saying that it's -- that
12 tape and rebroadcast is one process; that is, it's not
13 two different things; is that correct?

14 A Well, taping it is one process. And rebroad-
15 casting it is another process.

16 Q But, in other words, in order to rebroadcast
17 if they are not there, they have to tape it first and --

18 A That's correct.

19 Q -- then rebroadcast the tape; is that what your
20 testimony says?

21 A Yes.

22 MR. BORDENICK: Fine. I have no further
23 questions.

24 JUDGE LAURENSEN: Any redirect examination?

25 MS. MONAGHAN: No, Judge Laurenson, we have no

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redirect.

2 JUDGE LAURENSON: Anything further?

3 MR. MILLER: One quick question based upon
4 Mr. Bordenick's questions.5 MS. MONAGHAN: Judge Laurenson, in the event
6 that there is no redirect examination, should the County
7 be permitted to recross based on no redirect?8 JUDGE LAURENSON: We have said before that
9 you are permitted to question on what has transpired
10 since your last question.11 He just prefaced his question, which he hasn't
12 asked, by a reference to what Mr. Bordenick developed on
13 his cross-examination.

14 And that is proper.

15 CROSS-EXAMINATION

16 BY MR. MILLER:

17 Q Ms. Clawson, based on your testimony just now
18 in response to Mr. Bordenick's questions, I gather it's
19 still your testimony that these other network stations,
20 other than WALK-FM, will upon reception of the EBS signal
21 broadcast the EBS signal instantaneously?

22 Isn't that what you have said?

23 A Well, you mean the EBS message, the signal
24 and message? They have the capability to do that. That's
25 correct. And they also have the capability to tape the

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1 message which they have to do to be able to rebroadcast
2 it, because the messages are going to be rebroadcast.
3 They have both capabilities.

4 Q Okay. So, the broadcast of the message by
5 other network stations might not be instantaneous?

6 A It may not be a simulcast. But we have
7 provided them the capability to do a simulcast with WALK.

8 Q And that require obviously that the other
9 network station be manned?

10 A You mean, for them to be broadcasting? I
11 would assume so, yes.

12 Q And there are some stations in the network
13 which are not manned twenty-four hours per day, correct?

14 A Yes, that's what my testimony says. Correct.

15 MR. MILLER: I have no further questions,
16 Judge Laurenson.

17 JUDGE LAURENSEN: Anything else for this
18 Panel?

19 (No reply.)

20 All right. The Panel is excused. We thank
21 you.

22 (The Panel stood aside.)

23 Are you ready for the next panel?

24 end #13

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1 MR. CHRISTMAN: Judge Laurenson, I note that
2 Mr. Weismantle and Elaine D. Robinson, Ms. Robinson, has
3 joined Dr. Cordaro at the witness table. All of them
4 have been sworn except Mrs. Robinson.

5 JUDGE LAURENSON: Mrs. Robinson, will you
6 stand and raise your right hand to be sworn?

7 Whereupon,

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8 MATTHEW C. CORDARO

9 ELAINE D. ROBINSON

10 -- and --

11 JOHN A. WEISMANTLE,

12 were called as witnesses on behalf of LILCO, and having
13 first been duly sworn, were examined and testified as
14 follows:

15 JUDGE LAURENSON: I just want to remind Dr.
16 Cordaro and Mr. Weismantle that you are still under oath.

17 MR. CHRISTMAN: And for the benefit of the
18 court reporter, I wonder if Ms. Robinson and Mr. Weismantle
19 would give their names and spell them out.

20 WITNESS ROBINSON: That is Elaine, E-l-a-i-n-e,
21 D, as in 'Diane,' Robinson, R-o-b-i-n-s-o-n.

22 WITNESS WEISMANTLE: John Weismantle, J-o-h-n
23 W-e-i-s-m-a-n-t-l-e.

24 MR. CHRISTMAN: Thank you.

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DIRECT EXAMINATION

BY MR. CHRISTMAN:

Q Now, I will show the witness panel a document dated March 2, 1984, consisting of 13 pages, plus seven attachments, and entitled: Testimony of Matthew C. Cordaro, Elaine D. Robinson, and John A. Weismantle on Behalf of Long Island Lighting Company on Phase II Emergency Planning Contention 58 (Notification to Special Facilities and Hearing Impaired Persons at Home).

Did the three of you work on the preparation of that testimony?

A (Witness Cordaro) Yes.

A (Witness Robinson) We did.

A (Witness Weismantle) Yes.

Q Does any one of you have any corrections to make to that testimony?

A (Witness Robinson) I don't.

Q Are you all familiar with the contents of the testimony?

A (Witness Cordaro) Yes.

A (Witness Robinson) Yes.

A (Witness Weismantle) Yes.

Q Do you all three agree that this testimony is true and correct to the best of your knowledge and belief?

A (Witness Cordaro) Yes.

1 A (Witness Robinson) Yes.

2 A (Witness Weismantle) Yes.

3 MR. CHRISTMAN: Judge, with that I would like
4 to move into the record the testimony of Dr. Cordaro,
5 Ms. Robinson, and Mr. Weismantle on Contention 58, and
6 ask that it be bound into the transcript as though read,
7 and we will provide the requisite number of copies to the
8 court reporter.

9 JUDGE LAURENSEN: We previously ruled on the
10 Motions to Strike in this testimony. Are there any
11 additional objections to the admissibility of the
12 testimony?

13 MR. MILLER: No objection.

14 MR. ZAHNLEUTER: No objection.

15 MR. BORDENICK: No objection.

16 JUDGE LAURENSEN: The testimony will be received
17 and bound in the record as indicated.

18 (Testimony of Matthew C. Cordaro, Elaine D.
19 Robinson, and John A. Weismantle, follows)

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1 MR. CHRISTMAN: Thank you, Judge, and with that,
2 this panel is available for cross examination.

3 JUDGE LAURENSEN: Mr. Miller?

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4 CROSS EXAMINATION

5 BY MR. MILLER:

6 Q Mrs. Robinson, will you please look at your
7 personal qualifications following Tab 15 in the blue
8 volume. Just a couple of questions. You are presently
9 on special assignment at LILCO in the LERIO organization,
10 right?

11 A (Witness Robinson) That is correct.

12 Q You serve as team leader for external
13 organizations, correct?

14 A That is correct.

15 Q Who assigned this job to you?

16 A It was a management decision. I can't name
17 a specific individual.

18 Q Who told you you had the job?

19 A Ira Freilicher, F-r-e-i-l-i-c-h-e-r.

20 Q Do you know why you were given the job?

21 A I believe because I had been involved with
22 emergency planning as a public affairs representative
23 on the emergency planning task force of the Long Island
24 Lighting Company, and I also believe because it was under-
25 stood that I had had experience in dealing with many

1 organizations on Long Island, in my normal responsibility
2 in the company and before I came to the company.

3 Q Now, Ms. Robinson, the fourth paragraph, page 1,
4 you state that your primary function within LERIO is to
5 manage the team that is responsible for integrating non-
6 LILCO organizations. Do you see that?

7 A Yes, I do.

8 Q How would you characterize the success that you
9 have had thus far in integrating these organizations?

10 MR. CHRISTMAN: Objection. Does this go to
11 the witness' qualifications, or to something else?

12 JUDGE LAURENSEN: I think you are beyond her
13 qualifications at this point. Objection is sustained.

14 MR. MILLER: Judge Laurenson, I don't quite
15 understand the ruling. She is offering herself up as
16 a witness on behalf of LILCO. She talks about her
17 responsibilities in dealing with special facilities, and
18 her resume offered to this Board, and accepted, says that
19 she has been responsible for integrating these facilities
20 and organizations into the emergency plan for Shoreham.
21 It does go to her qualifications in response to Mr.
22 Christman's question, and I think it is relevant that
23 I ask her --

24 JUDGE LAURENSEN: Perhaps it is the general
25 nature of the question that you asked. If you have specific

1 questions as to the job she has done, that is another matter.
2 But the question of how successful she has been --

3 MR. MILLER: Okay.

4 BY MR. MILLER: (Continuing)

5 Q Mrs. Robinson, with respect to special facilities
6 -- first of all, let's define special facilities. Would
7 you agree with me that the term as used by LILCO includes
8 schools, hospitals, nursing adult homes, handicap facilities?

9 A (Witness Robinson) Yes.

10 Q Anything else?

11 A It is conceivable, but I would say those are
12 the four general categories as we use the term, yes.

13 Q Now, with respect to hospitals that you have
14 dealt with. Have any hospitals refused to participate in
15 emergency planning process for Shoreham?

16 A Are you referring to the hospitals that we are
17 -- list as being in the EPZ. I don't know what hospitals
18 you are talking about.

19 Q Any hospitals you have dealt with in your role
20 on special assignment from LEIRO.

21 MR. CHRISTMAN: My objection is that these
22 questions which we are going to go through a series of
23 I gather, has only the most tenuous relationship to this
24 witness' qualification to testify on this subject.

25 JUDGE LAURENSEN: I think unless you are going

1 to limit it to within the EPZ, or some relevance to the
2 plan -- just the mere fact that some other hospitals
3 may have been contacted would not be relevant.

4 So, I sustain the objection.

5 BY MR. MILLER: (Continuing)

6 Q Let me ask this, then. Mrs. Robinson, with
7 respect to hospitals which you have dealt with, which are
8 relied upon in the LILCO plan to perform some function, have
9 any of those refused to participate in the emergency planning
10 process for Shoreham?

11 A No.

12 Q No. Is that your answer?

13 A Not any that I can think of without going through
14 any listed in the plan that we rely on in this plan -- no,
15 I cannot think of any.

16 Q Have any hospitals that you have dealt with
17 in the EPZ, let me limit it to the EPZ, refused to
18 perform functions under the LILCO plan?

19 A No.

20 Q Have any hospitals, Mrs. Robinson, refused to
21 act as receiving hospitals?

22 JUDGE LAURENSEN: Excuse me, Mr. Miller. Isn't
23 this beyond the scope of Contention 58? Aren't we talking
24 about notification of hospitals? Special facilities.

25 MR. MILLER: Contention 58 discusses notification

1 of facilities, and also determination as to whether those
2 facilities have specific needs, what those needs are, and
3 how LILCO can help carry out those needs, I think, Judge
4 Laurenson. That is a fair statement of the contention.

5 MR. CHRISTMAN: I will take issue with that
6 statement of the contention. I think it is a good deal
7 narrower than what I just heard.

8 MR. MILLER: Well, I can read the language
9 of the contention, and just let it speak for itself.

10 JUDGE LAURENSEN: It is on page 4 of the
11 testimony here. But the main thrust of the contention,
12 it seems to me, says that -- beginning about the middle
13 of it -- This does not provide an adequate, workable or
14 dependable means of timely notification of or communication
15 with these people -- referring to the special facilities,
16 -- because the process of contacting them will take too
17 long, persons to be contacted may not be near telephones,
18 and handicapped persons may be unable to communicate by
19 telephone.

20 And then it goes on with the legal conclusion.

21 MR. MILLER: I would ask that you read the
22 sentence before where you started, Judge Laurenson,
23 to verify by telephone that the special facilities and
24 individuals are aware of the need to evacuate and to
25 determine their specific needs for assistance.

1 JUDGE LAUPENSON: But your question went to
2 receiving hospitals, as I understood it.

3 The objection is sustained.

4 BY MR. MILLER: (Continuing)

5 Q Mrs. Robinson, has any school districts
6 within the EPZ refused to participate under the LILCO
7 plan?

8 MR. CHRISTMAN: I am going to object. I don't
9 think this goes to her qualifications. I think this goes
10 to a contention that has yet to be tried.

11 JUDGE LAURENSEN: Are we talking about now --
12 are you beyond the qualifications, or are we talking about
13 whether they have refused to participate in this notification
14 system?

15 MR. MILLER: I guess I haven't been making the
16 distinction, Judge Laurenson. My questions originally
17 came to me when I was looking at the resume and the
18 qualifications when I saw that Mrs. Robinson said that
19 she has managed the team that is responsible for integrating
20 non-LILCO organizations into the emergency planning process
21 for Shoreham.

22 And if you recall, I started my questions by
23 asking about the integration process, and I think I was
24 advised to ask more specific questions. So I am trying
25 to do that now, so I guess my questions would go to

1 qualifications.

2 JUDGE LAURENSEN: I don't see that it has
3 any relation to the qualifications, so the objection is
4 sustained.

5 I have before me your cross examination plan
6 that you submitted, and the purpose of these cross
7 examination plans is to serve as a guide for the Board
8 to understand where cross examination is going. The
9 matters you have been inquiring into are no where
10 listed in the cross examination plan.

11 We would expect that when you file the cross
12 examination plan that you intend to adhere to it. Now,
13 we do allow a certain amount of leeway, I understand that.
14 That when you get an answer, you want to follow up on it.
15 But I think you are beyond the area of bringing out
16 relevant evidence on Contention 58.

17 MR. MILLER: I will try it. Judge Laurenson,
18 if I decide to pursue this I will try to key it into the
19 testimony.

20 BY MR. MILLER: (Continuing)

21 Q Mrs. Robinson, let me ask you this. In your
22 resume, the third paragraph on that first page, you mention
23 that you have been involved in -- I am sorry, you mention
24 that LERIO is a task force dedicated to, among other things,
25 training. Do you see that?

1 A Yes, I do.

2 Q Do you have any training responsibilities?

3 A Not directly, no.

4 Q Do you have any indirectly?

5 A I have in certain instances had an input into
6 some of the scripts for training tapes, and I have been
7 part of discussions about training. I have not done any
8 of the training.

9 Q Is this training for special facilities personnel --
10 special facilities?

11 A No, it hasn't been.

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Sim 15-11

Q Then I will not pursue it.

You mentioned Ms. Robinson, beginning on page 1 and continuing to page 2 that the team you manage is charged with the job of negotiating the participation of external organizations, surveying special facilities and it continues on.

Have you personally conducted these surveys of special facilities?

A No, I have not.

Q The last part of that paragraph mentions maintaining ongoing communications with non-LILCO organizations. Is that primarily correspondence?

A Yes, correspondence, telephone calls, personal meetings.

Q Okay. If you would, please go to the testimony. The second paragraph on page 2, Ms. Robinson, this is discussing your personal qualifications, and you state that in your capacity as Manager of the External Organizations Division of LERIO you have supervised much of the emergency planning for special facilities. Do you see that?

A Yes, I do.

Q Have you had any responsibility for emergency planning for handicapped persons at home?

A Excuse me. I don't quite understand the gist of the question.

Sim 15-2

1 Q Well, my question results from the fact that
2 the contention talks about special facilities and handicapped
3 persons at home. Would you agree with that?

4 A That has been included in the work of the team
5 that I have supervised, yes.

6 Q No, I am just curious. Have your responsibilities
7 gone to dealing in areas regarding handicapped persons at
8 home?

9 A Yes.

10 Q Your answer on page two seems to be limited
11 to special facilities.

12 A Yes, I see that, but very often the same people
13 have done work on both, and I have been involved with both.

14 Q Has your primary responsibility been with respect
15 to special facilities?

16 A In terms of time spent, I think that would be
17 a fair judgment.

18 Q Could you detail for me what aspects of emergency
19 planning for Shoreham, emergency planning for special facilities
20 that you have supervised?

21 A Yes. Persons who are working under my direction
22 have surveyed the existence of special facilities, gone out
23 and met with the facilities, surveyed their needs, the status
24 of the planning, conducted meetings with them along the lines
25 of developing emergency plans, provided informational

Sim 15-3

1 materials and provided draft proposals. I don't know if
2 that is detailed enough, but that is basically what they
3 have done.

4 Q And you have supervised the conduct of these
5 surveys, correct?

6 A Yes.

7 Q Now in this testimony somewhere you mention that
8 there are 65 special facilities in the EPZ; is that right?

9 A Yes, that is true, approximately 65 of these
10 facilities.

11 Q Have all 65 facilities been surveyed by LILCO?

12 A Yes, they have.

13 Q Are you personally familiar with the survey
14 results?

15 A Not in great detail, no. I certainly have them
16 available to me though.

17 MR. MILLER: Judge Laurenson, at this time point
18 I am about to move into the substance of the testimony of
19 Contention 58 and maybe it would be a good time to break
20 for the day.

21 JUDGE LAURENSEN: Let's talk about scheduling
22 and estimates and so forth. So for the time being we
23 will go off the record.

24 (Discussion off the record.)

25 JUDGE LAURENSEN: We will go back on the record.

Sim 15-4

1 We have had a discussion off the record con-
2 cerning estimates of how much time that is likely to be
3 taken up the rest of this week and next week with the various
4 clusters, and also the request of the County that we call
5 it a day for today and continue the cross-examination of
6 this panel tomorrow morning.

7 During that conversation it was the belief of
8 the Board after some interrogation that we may reach cluster
9 5 next week. So we are ordering that all parties who intend
10 to cross-examine any witnesses in cluster 5 to file their
11 cross-examination plans by the close of business on Monday,
12 April the 2nd.

13 For the purposes of specification, cluster 5
14 contains the LILCO panel on 24 and the Suffolk County
15 testimony on 24(o) and 24(s).

16 As far as the request that we recess the hearing
17 today at this time and begin again tomorrow at 9 a.m., we
18 will grant that request.

19 So we are adjourned until 9 a.m., unless someone
20 has something else for the record.

21 (Discussion off the record.)

22 JUDGE LAURENSEN: Let's go on the record.

23 MR. CHRISTMAN: I would like to renew the request
24 that was made by my co-counsel earlier that the parties
25 be instructed to include in their cross plans from now on,

Sim 15-5

1 I guess with the ones to be filed Monday, time estimates
2 on how long they expect cross-examination to take as a means
3 of policing the process.

4 I am mindful of having sat through several hours
5 of cross-examination today on Contention 20 which I had
6 thought was about the narrowest contention imaginable.
7 We are not asking for anything extreme and we are not asking
8 for time limits to be set on cross-examination or anything
9 of that sort, but at least only at present that the parties
10 estimate in their cross plans how long they will take.

11 JUDGE LAURENSEN: Does anyone oppose that?

12 MR. McMURRAY: Yes. The County opposes that,
13 Judge Laurenson. I don't think that any useful purpose would
14 be served by LILCO's proposal. The Board is now asking
15 the parties for time estimates and we are giving them.

16 I think the Board has to bear in mind that these
17 cross plans are prepared some days several days before
18 the actual cross-examination, and, frankly, an attorney
19 just can make a very precise estimate of how long it is
20 going to take to conduct cross-examination based on the
21 first cut with the testimony.

22 Often we prepare our detailed questions the night
23 before or a couple of nights before. So it really can't
24 I think give a good estimate of when we are going to be
25 completing cross-examination.

Sim 15-6

1 I think the Board is proceeding in a reasonable
2 manner right now by asking for estimates every evening and
3 I think that is the way we should keep on proceeding.

4 MR. CHRISTMAN: Well, I will tell you the usefulness
5 of them, although based on the second objection, which is
6 that it can't be done reliably, maybe it won't be that useful.
7 But I would suggest that they be served, just the time
8 estimates and not the cross plans be served on the other
9 parties, and then the other parties can plan when their
10 witnesses will have to be available and when to have their
11 panels ready to come on. I think it might help in that
12 respect a good deal.

13 Now if we are being told that it is impossible
14 for the County to make reliable estimates, I suppose that
15 serving those estimates wouldn't do us any good in planning
16 for planning purposes either. But I reject the proposition
17 that people can't make reasonably reliable estimates.

18 MR. McMURRAY: I think we have always been
19 willing to tell LILCO what our estimates where. Any time
20 that Mr. Christman or anyone else has asked, we have been
21 more than willing to give a reasonable estimate. I think
22 this is something that can be worked out informally among
23 the parties.

24 MR. CHRISTMAN: No. That would require a phone
25 call every time we have one of these things. I think they

1 just ought to be served at the time the cross plans are
2 sent to the Board and then we don't have to go through a
3 negotiation process each and every time.

4 MR. McMURRAY: Well, there is nothing to negotiate.

5 JUDGE LAURENSEN: Does New York or the staff
6 have a position on this?

7 MR. ZAHNLEUTER: Yes, Your Honor. I would oppose
8 their request for time estimates in the cross plans. I think
9 the Board is already doing an adequate job of policing the
10 time that it takes to cross-examine. And also speaking
11 for the counsel for the State of New York, I think the counsel
12 would appreciate as much time as possible to prepare all
13 matters. The extra time that it will take to make estimates
14 and to serve papers will be just more things to have done
15 that we could do orally like we did today.

16 JUDGE LAURENSEN: Mr. Bordenick.

17 MR. BORDENICK: I don't oppose the request. I
18 think it is a reasonable request. I think people can make
19 an estimate and if they later have to change it, they can
20 so notify the other parties.

21 MR. ZAHNLEUTER: I might add that in the position
22 of the State of New York the estimates will necessarily
23 have to be large because I cannot count on the County who
24 goes before me in the order, I cannot count on them covering
25 the things that I would wish to cover.

Sim 15-8

1 I have to be fllexible. So if an estimate is
2 asked of me, I will have to make it large because I don't
3 know what will precede my cross.

4 MR. CHRISTMAN: Do I understand that you can't
5 ask the County what their plans are going to be beforehand?

6 MR. ZAHNLEUTER: Well, the State of New York
7 is a separate party and I don't wish to get into their
8 confidential cross plans.

9 JUDGE LAURENSEN: Is there another matter that
10 you wanted to raise before we considered this?

11 MR. CHRISTMAN: Yes, and this is real minor.
12 The motions to strike on the Group 2(b) testimony were
13 filed yesterday. We received about a 70-plus page motion
14 to strike from the County, but we received it -- well, we
15 laid eyes on it this morning. I think it was delivered
16 sometime last night post 9 o'clock which is when Captain
17 Kleskey left the office, 9 or 9:15, and we would like to
18 have one extra day to respond to that which would make
19 it due next Thursday I believe rather than next Wednesday.

20 MR. BORDENICK: Judge Laurenson, I would also
21 join in that request. Mr. Repka was supposed to return
22 to the office today for, among other things, to take
23 care of that matter, and I was informed when I called
24 my office that he was taken ill today. So essentially
25 there is no one to tend to that. I hope that he will be

Sim 15-9

1 back in the office tomorrow, but I think the extra day would
2 be helpful to us also.

3 MR. CHRISTMAN: And to be fair, I should say
4 that my request for an extra day would not extend to the
5 County because we served our motion to strike on them
6 by close of business yesterday.

7 JUDGE LAURENSEN: I didn't understand the last
8 statement about it doesn't extend to the County.

9 MR. CHRISTMAN: I mean I want an extra day to
10 respond to their motion, but I don't want them to have
11 an extra day to respond to my motion because my motion was
12 served by 5 o'clock yesterday and their motion was served
13 by 9 o'clock this morning. That is just what you would
14 expect from a lawyer.

15 (Laughter.)

16 MR. McMURRAY: I don't know if that even deserves
17 a response. I think that sometimes we are getting into
18 petty details. Maybe we are just all tired and we begin
19 to get a little petty.

20 MR. CHRISTMAN: Well, I am not tired and I want
21 an extra day to respond to that thing.

22 MR. McMURRAY: If LILCO wants an extra day, we
23 do not oppose that, but all parties should file at the same
24 time. They should not have the opportunity to see our
25 response before we see theirs.

Sim 15-10

1 MR. CHRISTMAN: Wait a moment. These are motions
2 to strike other people's testimony. This is not something
3 where you have to see our pleading or seeing yours will help
4 us.

5 MR. McMURRAY: We are talking about seeing
6 responses.

7 MR. CHRISTMAN: The request is based on late
8 service. We would like to have the same amount of time that
9 the County will have to respond to ours is what it amounts
10 to.

11 JUDGE LAURENSEN: Does anybody else have a position
12 on this key question?

13 MR. ZAHNLEUTER: I would like to join in on
14 the hardship pleas because the State of New York apparently
15 was served in Albany and I was not served in person here
16 in Hauppauge, and I will not return to the office until the
17 close of these hearings. So I would also request an extension
18 of time based on hardship.

19 JUDGE LAURENSEN: You are talking about going
20 from Wednesday the 4th to Thursday the 5th; is that what
21 the debate is about?

22 MR. CHRISTMAN: Yes, sir.

23 JUDGE LAURENSEN: All right. We will be right
24 back with our decision, unless somebody else has another
25 motion.

Sim 15-11

1 (No response.)

2 (Brief recess while the Board conferred.)

3 JUDGE LAURENSEN: Back on the record.

4 The Board has considered the LILCO motion
5 to include time estimates in the cross-examination plans
6 and the LILCO motion for additional time to respond to the
7 motions to strike.

8 First, as to the cross examination plans, the
9 Board does feel that it is beneficial to all parties to
10 have an estimate of the expected amount of time taken for
11 cross-examination. We have tried to ask the the parties
12 to give us an estimate approximately a week in advance so
13 that people can do advanced scheduling on that basis.

14 Although there may be good reason to have such
15 a written estimate with the cross-examination plans, we
16 feel that the current procedure that we are following
17 is adequate and that the LILCO motion, if granted, would
18 just add another paper requirement to all parties and that
19 the likely result would be that we would have less
20 realistic estimates of the time that would be taken.

21 So we deny this motion at this time, and if
22 conditions change or circumstances change, we would
23 reconsider it at a later date.

24 We do expect that in the event the parties
25 have given us an estimate that changes, that they would

Sim 15-12 1 inform us of the change as soon as they become aware of
2 that. I am talking about inform everyone of that fact.

3 The last motion, the motion to extend the
4 time for responding to motions to strike in Group 2(b) from
5 next Wednesday until next Thursday, the motion that LILCO
6 filed is granted. The motion that the staff joined in is
7 also granted. Suffolk County will get an extra day and
8 the State of New York will get an extra day. Everybody's
9 responses will be due next Thursday the 5th.

10 Is there anything else for the record today?

11 (No response.)

12 We are adjourned until 9 a. m.

13 (Whereupon, 5:17 p.m., the hearing was adjourned,
14 to reconvene at 9:00 a.m., Friday, March 30, 1984.)

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CERTIFICATE OF PROCEEDINGS

This is to certify that the attached proceedings before the
NRC COMMISSION

In the matter of: LONG ISLAND LIGHTING COMPANY

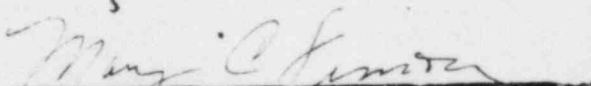
Date of Proceeding: March 29, 1984

Place of Proceeding: Hauppauge, New York

were held as herein appears, and that this is the original
transcript for the file of the Commission.


Mary Simons

Official Reporter - Typed


Official Reporter - Signature

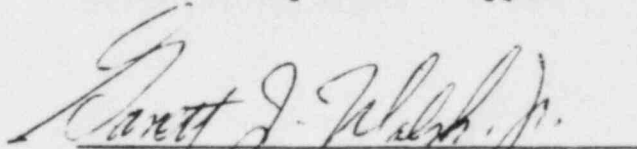
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