

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: 9140 - 9367

Date: Wednesday, May 30, 1984

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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

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

-----X

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

Wednesday, 30 May 1984

The hearing in the above-entitled matter convened
at 10:32 a.m., pursuant to notice,

BEFORE:

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

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

DR. FREDERICK SHON, Member
Atomic Safety and Licensing Board
U.S. Nuclear Regulatory Commission
Washington, D. C. 20555

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APPEARANCES:

On behalf of LILCO:

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On behalf of Suffolk County:

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C O N T E N T S

WITNESS

DIRECT CROSS REDIRECT RECROSS BOARD

Matthew C. Cordaro
Edward B. Lieberman
Michael L. Miele
Elaine D. Robinson
John A. Weismantle

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1 JUDGE LAURENSEN: All right. We are on the
2 record now. The hearing is resumed.

3 We have had an off-the-record discussion concern-
4 ing procedural matters and the schedule for the rest of the
5 day, with regard to the argument, various procedural and
6 scheduling motions that will be heard later on this after-
7 noon.

8 The first order of business is that we will be
9 ruling on the motions to strike testimony on Cluster 13.
10 There are some forty-six separate motions, so this is going
11 to take a while to read through all of them. We are going
12 to be beginning on Page 14 of the Suffolk County motion to
13 strike portions of LILCO's Group II-B testimony. And I
14 will list them by the numbers that have been used by all
15 parties. If at the end there is some question, we will recap
16 the rulings.

17 Number One. This motion to strike is denied be-
18 cause it goes to the Purpose section which we have previously
19 indicated is not considered by us to be evidence in this
20 case and cannot be relied upon for findings.

21 Number Two. This is denied. We find that LILCO
22 may present testimony concerning the future plans concerning
23 emergency planning. Suffolk County may then argue about the
24 weight, if any, to be given to this testimony.

25 Number Three is denied. LILCO witnesses may

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1 present testimony as to what actions they expect school
2 officials to take. This is a question of the weight to be
3 given this testimony as to what school superintendents will
4 do when they are notified of an emergency.

5 Number Four. This motion is granted. Attachments
6 6 through 10 are stricken because -- for two reasons. First
7 of all, there is an insufficient foundation for their admis-
8 sion into evidence; and, secondly, they are not relevant.

9 MR. MILLER: Judge Laurenson, excuse me. Could
10 you possibly give us the page numbers of the testimony as
11 you are going through with your numbers? I am having dif-
12 ficulty following.

13 JUDGE LAURENSON: Will it suffice if I just give
14 you the way you have identified it on your motion?

15 MR. MILLER: Yes, sir, that will be fine.

16 JUDGE LAURENSON: All right. I think LILCO has
17 pages numbers on their responses, so we will have to work
18 off two different documents here.

19 The Purpose section, starting with Number One, it's
20 the Purpose section, second and third sentences. Okay.
21 Number Two is Answer 8, the last paragraph. Number Three is
22 Answer 9, the last sentence. And Number Four is Attachments
23 6 through 10. So far, that's the only one we have granted.

24 MR. MILLER: Thank you.

25 JUDGE LAURENSON: All right. Number Five is

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1 Question and Answer 11. This is denied. The answer contains
2 relevant testimony as to the protective actions available to
3 the schools.

4 Number Six. Questions and Answers 12, 13 and 14,
5 and Attachments 11 and 12, this is denied; however, we note
6 that at present the weight to be given this historical discus-
7 sion appears to be negligible. We cannot say that it will not
8 be relevant to some portion of the LILCO plan. Therefore, we
9 cannot strike it in its entirety.

10 Number Seven. Question and Answer 17, this motion
11 to strike is granted. Question and Answer 17 yield no rele-
12 vant, reliable or probative evidence.

13 Number Eight. Questions and Answers 18, 19 and
14 Attachment 13, this is denied. We make the same observation
15 as we did on Motion Number Six concerning the negligible
16 weight, if any, of this testimony. But, since it forms the
17 background and history of the schools part of the LILCO
18 plan, we cannot say that it is not relevant.

19 Number Nine. Answer 22, everything after the
20 word "no," this is denied. LILCO is entitled to present
21 evidence to show that planning for schools is an "ongoing
22 practice."

23 Number Ten, Question and Answer 23, this is denied.
24 While there is little of substance to this answer, we find
25 that LILCO is entitled to present evidence that it is willing

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1 to discuss financial and other assistance to school districts
2 for emergency planning.

3 Number Eleven, Question and Answer 24 and Attach-
4 ments 37, 38 and 41, is denied. Again we find that this back-
5 ground material offered by LILCO on school planning is argu-
6 ably relevant insofar as it contains testimony about the
7 staffing of LERIO and other such testimony.

8 Number Twelve, Question and Answer 25, is granted
9 in part. We agree with the NRC Staff analysis of this
10 testimony. Part should be stricken and part should be granted.

11 As to the second paragraph through the first
12 three lines on Page 3, on Page 28. The part stricken yields
13 no relevant, reliable or probative evidence. And the portion
14 allowed to remain is relevant. So, the part that we are
15 striking is the second paragraph, this is Question and Answer
16 25, the second paragraph through the first three lines of
17 Paragraph Number 3 on Page 28.

18 MR. CHRISTMAN: Excuse me. The first three lines
19 of -- oh, of the second full paragraph on Page 28?

20 MR. MC MURRAY: Is that ending with the word
21 "reasons?"

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1 That is correct, through the word, 'reasons.'
2 Number 13, Answer 27, the last two sentences, this motion
3 is denied. These opinions of the LILCO witnesses may be
4 challenged on cross examination. We cannot say at this time
5 that they amount to no more than the incompetent speculation
6 asserted by Suffolk County.

7 Number 14, Answer 30, the first sentence is denied.
8 The LILCO witnesses may give testimony concerning their
9 understanding of what the regulations require.

10 Number 15, and I can read all of this but it is
11 a very long description of the part objected to. It is
12 Answer 38, with certain exceptions in it. I would refer
13 you to page 39 of your Motion. This is denied. First, we
14 will allow testimony concerning Suffolk County's prior
15 planning in this area. Secondly, we will also permit the
16 incorporation of Dr. Erickson's testimony in other proceedings
17 on this issue, and third, witnesses can give their opinions
18 of the findings of the Indian Point Licensing Board.

19 Finally, FEMA's testimony may also be incorporated.

20 Number 16, Answer 40, the last two sentences,
21 this Motion is denied. We will permit LILCO to present
22 testimony concerning its intention to distribute and analyze
23 a questionnaire.

24 Number 17, Attachment 43, this Motion is granted.
25 Attachment 43 contains no relevant, reliable, or probative

1 evidence. It is stricken.

2 Number 18, Answer 46, the first sentence, this
3 Motion is also granted. The failure of LILCO to identify
4 the New York State witnesses or cite the transcript page
5 of their testimony renders this sentence inadmissible because
6 it is unreliable and has no probative value.

7 Number 19, Answer 51, this is denied. LILCO's
8 testimony concerning its so-called generic guidelines to
9 be available for use by the schools is relevant. Number 20,
10 Answer 52, this Motion is denied. We will admit LILCO's
11 testimony concerning its future plans for school surveys,
12 sheltering recommendations, et cetera.

13 Number 21, Answer 55, this Motion is granted. The
14 likelihood of the need for immediate evacuation of the
15 schools is not relevant to these contentions.

16 Answer 55 is stricken, and LILCO does not contest
17 this.

18 Number 22, Answer 56, again, LILCO does not
19 contest this Motion to Strike. This is granted for the
20 same reason as Number 21.

21 Number 23, Answers 58 and 59, the Motion is
22 denied. We have consistently allowed LILCO to present
23 testimony concerning its future plans. We will then have
24 to decide what weight to give that testimony.

25 Number 24, Answer 62, the Motion is denied for the

1 same reason we gave in ruling on Number 23, the LILCO
2 testimony concerning is future plans is admissible.

3 Number 25, Answer 63, all of the second paragraph
4 except the first sentence. This Motion is denied. The
5 concerns complaints about the testimony concerning the
6 future actions of LILCO that we previously ruled on.

7 The same is true of Number 26, which is the answer
8 to question 66. We deny this Motion to Strike for the same
9 reasons. The same is true of Number 27 and 28. 27 is
10 Answer 67, the last three sentences. 28 is Answer 70, all
11 but the first sentence. The reasons are identical.

12 Number 29 is Answer 79. This Motion to Strike
13 is denied. The LILCO witnesses are entitled to submit their
14 opinion that the Suffolk County Community College would be
15 available as a relocation center in an actual emergency
16 at Shoreham. If LILCO elects to rely on such a determination,
17 we will then have to evaluate and weigh this evidence. We
18 cannot say that LILCO is precluded from offering it.

19 Number 30, this is Answer 80, with certain
20 qualifications, this Motion is denied for the same reasons
21 as we have denied all other requests to strike future actions
22 and future plans. The same is true of No. 31, which is
23 Answer 81, the last paragraph.

24 The same reasons apply to Number 32 and 33. 32 is
25 Answer 83, and 33 is Answer 85.

1 Number 34 is Answer 89, all except the first sentence.
2 This Motion to Strike is denied. The testimony consists of
3 facts concerning LILCO's dealings with various nursery
4 schools in connection with emergency planning. We find
5 this to be relevant.

6 Number 35, Answer 90, all of page 84, except the first
7 sentence and the last three sentences of Answer 90 on page 85.
8 This Motion to Strike is denied. The Suffolk County
9 objections to the details of the state of emergency planning
10 concerning nursery schools and future actions of LILCO are
11 overruled.

12 Number 36, Answer 91, the last sentence this Motion
13 to Strike is denied for the same reasons with regard to our
14 prior rulings on the future actions and future plans of
15 LILCO. That rule also applies to Number 37, which is
16 Answer 92, the last two sentences.

17 Number 38 is Answer 93, the last two sentences
18 of the middle paragraph on page 89, and the last paragraph
19 on page 89. This Motion to Strike is denied. In addition
20 to the objections concerning the future actions of LILCO,
21 the testimony here concerns planning for an emergency due
22 to a nuclear attack, and we find that testimony concerning
23 such planning to be relevant to planning for a radiological
24 emergency at Shoreham.

25 Number 39, Answer 95, that Motion to Strike is

1 denied with regard to our prior rulings on future
2 actions, and the same is true of Number 40, dealing with
3 answer 99, the last sentence.

4 To recap our rulings on these forty motions,
5 we have denied all except for numbers 4, 7, 12, 17, 18, 21
6 and 22, according to my summary sheet, and 12 was a partial
7 Motion to Strike that we granted.

8 We turn now to the County's Motions to Strike the
9 testimony of Dr. Doremus, continuing on page 51 of the
10 County's Motion. There is only one Motion to Strike, and
11 that is question and answers 9 and 10. This Motion to
12 Strike is denied.

13 Suffolk County moves to strike Question and
14 Answer 9 and 10 concerning whether Dr. Doremus believes it
15 is possible to do emergency planning, and his school
16 district's willingness to participate in the planning
17 process. We agree with LILCO and the NRC Staff that both the
18 question and the answer are relevant and admissible.

19 Thereafter, Suffolk County can argue what weight
20 if any should be given to such testimony.

21 We turn now to LILCO's Motion to Strike portions
22 of Group 2.B testimony of Suffolk County. And even though
23 these witnesses aren't going to be available this week, we
24 are going to go through all the rulings so that at least
25 our record is together in one place on Motions to Strike.

1 The first motion to strike is on -- this is the
2 testimony of Robert Petrילak on page 14, the third sentence.
3 This motion to strike is denied. LILCO objects to one
4 sentence incorporating a reference to the witness's earlier
5 testimony concerning role conflict. We do not find this to
6 be unduly repetitious or cumulative.

7 The second motion to strike is the testimony on
8 pages 14 and 15. This motion is also denied. LILCO claims
9 that the witness, as vice president of a school board, is
10 not qualified to testify regarding nursery schools. We
11 agree with the county and the NRC staff that Mr. Petrילak's
12 experience in school administration qualifies him to
13 offer this opinion evidence.

14 LILCO may subsequently argue the weight, if any,
15 to be given to the testimony.

16 Turning to the testimony of Dr. Jeffers, the
17 first and only objection, I believe -- no, the first objection
18 is to footnote number two on page 5. This motion to strike
19 is granted. LILCO objects to this footnote because it is
20 not relevant to contention 61(c)(1) concerning whether the
21 LILCO proposal to shelter students in school will work.

22 The footnote discusses the EPZ boundary and whether
23 an order to shelter inside the EPZ should apply to school
24 children very close to but outside the EPZ boundary.

25 We agree with LILCO and the NRC staff that this

1 testimony is not relevant to contention 61.

2 The second motion to strike is the first paragraph
3 of page 9. This motion to strike is denied. We find that
4 a one-sentence reference to traffic congestion and role
5 conflict testimony already in the record in this case is
6 not unduly repetitious or cumulative.

7 Turning to the testimony of Nick J. Muto, there
8 is one motion to strike. That is to the second full
9 paragraph on page 12. This motion to strike is denied. Again
10 LILCO complains about the asserted absence of qualifications
11 of Dr. Muto and Mr. Smith to testify regarding private
12 nursery schools and whether they would permit their school
13 children to be transported in school busses operated by LILCO
14 personnel.

15 We agree with the county and the NRC staff that the
16 witnesses are qualified to testify and that LILCO may then
17 argue about the weight, if any, to be given to this
18 testimony.

19 So to recap the rulings on LILCO's objections to
20 -- motions to strike, rather, the Suffolk County testimony,
21 we have granted only one such motion, and that is footnote
22 number two on page 5 of the Jeffers/Rossi testimony.

23 That, I believe, completes our rulings on
24 motions to strike on cluster 13, unless we have overlooked
25 something.

1 I believe we are ready for the first panel of
2 witnesses.

3 MR. CHRISTMAN: Thank you, Judge Laurenson.
4 We are ready to proceed with the issues on schools which
5 span the range from some parts of contention 24 through 61.C
6 and are clustered in contentions 68 through 71.

7 The witnesses who have resumed the witness stand
8 are Dr. Cordaro, Mrs. Robinson, Mr. Weismantle,
9 Mr. Lieberman, and Mr. Miele. They have already been sworn.

10 JUDGE LAURENSEN: You have been sworn and you are
11 still under oath.

12 Whereupon,

13 MATTHEW C. CORDARO
14 EDWARD B. LIEBERMAN
15 MICHEAL L. MIELE
16 ELAINE D. ROBINSON
and
JOHN A. WEISMANTLE

17 resumed the stand and, having been previously duly sworn,
18 were examined and testified further as follows:

19 MR. CHRISTMAN: I would like to show the witnesses
20 three documents. The first one is 98 pages in length.
21 It is entitled, LILCO's Testimony on Contentions 24.E, 24.F.2,
22 24.F.3, 24.M, 61.C, and 68-71 (Schools).

23 The second document consists of attachments to
24 that testimony. It is labeled as was the first document,
25 March 21, 1984. It has the same title with the additional
word "attachments" on the front.

XXXXXXX

1 A (Witness Weismantle) No.

2 Q Then do these three documents constitute your
3 prefiled written testimony on these issues?

4 A (Witness Cordaro) Yes.

5 A (Witness Robinson) Yes.

6 A (Witness Weismantle) Yes.

7 A (Witness Lieberman) Yes.

8 A (Witness Miele) Yes.

9 Q Are these three documents true and correct to the
10 best of your knowledge and belief?

11 A (Witness Robinson) They are.

12 A (Witness Cordaro) Yes.

13 A (Witness Weismantle) Yes.

14 A (Witness Lieberman) Yes.

15 A (Witness Miele) Yes.

16 MR. CHRISTMAN: With that I would like to move that
17 the three documents I have cited be admitted into the
18 record and bound into the transcript as if read.

19 JUDGE LAURENSEN: Is there any objection to that?

20 MR. MILLER: No objection.

21 MR. BORDENICK: No objection.

22 JUDGE LAURENSEN: These documents will be received
23 into evidence and bound. In light of the size of them, I
24 think, in line with our customary practice, we will have
25 these bound in a separate volume.

1 MR. CHRISTMAN: I will, at the break or at
2 lunch time, make marks through the parts that you have already
3 stricken so the record will accurately reflect your
4 rulings today.

5 With that admission in evidence, these witnesses
6 are ready and available for cross-examination.

7 JUDGE LAURENSEN: Mr. Miller?

XXXXXXXX

8 CROSS-EXAMINATION

9 BY MR. MILLER:

10 Q I have a few general qualification questions for
11 the entire panel. Let me just ask the entire panel,
12 has any member ever been a school superintendent?

13 A (Witness Robinson) No.

14 A (Witness Cordaro) No.

15 A (Witness Weismantle) No.

16 A (Witness Lieberman) No.

17 A (Witness Miele) No.

18 Q Has any member of the LILCO panel ever been a
19 member of a school board?

20 A (Witness Cordaro) No.

21 A (Witness Robinson) No.

22 A (Witness Weismantle) No.

23 A (Witness Miele) No.

24 A (Witness Lieberman) No.

25 Q Has any member of the LILCO panel ever been a school

1 official of any kind -- for example, a principal?

2 A (Witness Cordaro) No.

3 A (Witness Weismantle) No.

4 A (Witness Miele) No.

5 A (Witness Lieberman) No.

6 A (Witness Robinson) Are you including teaching?

7 Q Yes.

8 A Yes.

9 A (Witness Lieberman) Then the answer is yes.

10 Q Yes for Mr. Lieberman and Mrs. Robinson?

11 A (Witness Robinson) That is correct.

12 Q Could you tell me, Mrs. Robinson, when you were
13 a school teacher and where?

14 A In the New York City schools, I was permanently
15 certified by New York State in New York City in 1960 and
16 taught in the New York City schools intermittently until
17 1964.

18 I also did some substitute teaching in the early
19 '60s on Long Island before my second daughter was born.

20 Q Have you not taught since 1964?

21 A I have not taught -- no, not since 1964 would be
22 the last -- '65 would be the last year. That would be on
23 Long Island.

24 '64 on the city; '65 on Long Island.

25 Q When you were teaching on Long Island, was it in

1 any of the school districts within the LILCO EPZ?

2 A No, it was not.

3 Q Could you tell me what school district you
4 taught in?

5 A I was a substitute teacher. I taught in
6 Plainedge in Nassau County, and I did some day subbing
7 in some other school districts. I would have to check
8 the records. Nothing more than days here and there.

9 Q Was your teaching confined to Nassau County?

10 A I am not absolutely certain. I think I did
11 put in some days in some of the Huntington school districts.
12 I am not sure anymore.

13 Q It would have been as a substitute teacher?

14 A At that time, yes, definitely.

15 Q Now, Mr. Lieberman, you have also formerly
16 been a teacher?

17 A (Witness Lieberman) Yes.

18 Q Could you tell me where, sir?

19 A It was always at the college level. Two years
20 at the Polytechnical Institute of Brooklyn. And I also
21 gave some extension courses at Hofstra University and
22 New York Institute of Technology.

23 Q Could you tell me generally when, sir, you
24 were performing these teaching duties?

25 A It goes back approximately 25 years at Poly, and

1 I would say ten years or more at the other schools.

2 Q And always at the college level, correct?

3 A That is correct.

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A (Witness Cordaro) Earlier you asked a question, I was adjunct professor at C. W. Post College and also Polytechnic Institute of New York.

Q Have any members of the LILCO panel ever been in charge in any way of either a nursery school or private school?

A (Witness Robinson) No.

(Witness Weismantle) No.

(Witness Lieberman) No.

(Witness Miele) No.

(Witness Cordaro) No.

Q Mr. Miele, let me ask you, sir, on Page 3 of the LILCO testimony, there is an addition that was added yesterday regarding your leaving the Company; is that correct?

A (Witness Miele) Yes, it is.

Q Could you tell me, Mr. Miele, why you are leaving LILCO's employment?

MR. CHRISTMAN: Relevance. Objection.

MR. MILLER: Judge Laurensen, it's certainly relevant as to why a witness on a LILCO witness panel is leaving the employment of the Company that he is here on behalf of, I think.

MR. CHRISTMAN: It's not relevant to his testimony.

MR. MILLER: I think it is.

JUDGE LAURENSEN: It might be. Overruled.

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1 WITNESS MIELE: Due to the experience and qualifi-
2 cations and training that I received while working for the
3 Long Island Lighting Company, I was made an offer by another
4 company which I accepted.

5 BY MR. MILLER: (Continuing)

6 Q Is it just then that it's a better job that you
7 are going on to?

8 A It's a job with more responsibility.

9 Q Is it a result, Mr. Miele, in any way of the LILCO
10 austerity program that you are leaving?

11 MR. CHRISTMAN: Asked and answered. Objection.

12 JUDGE LAURENSEN: The objection is sustained to
13 that.

14 BY MR. MILLER: (Continuing)

15 Q Would the LILCO witnesses please turn to Page 14
16 of the testimony?

17 A (Witnesses complying.)

18 Q Mr. Weismantle, let me ask you, Answer 8 which
19 actually begins on Page 13 of the testimony discusses the
20 fact that LERO's school coordinators at the emergency operations
21 center will contact by telephone each school district superin-
22 tendent and the individual in charge of each private or
23 nursery school in the EPZ to verify that the EBS message has
24 been received and that the schools will implement the recom-
25 mendations of the message.

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Do you see that statement, sir? It's on Page 14, I'm sorry, at the top of the page.

A (Witness Weismantle) Yes.

Q The LERO school coordinator, as referred to, Mr. Weismantle, they would be the public schools coordinator and the private schools coordinator; is that right?

A Yeah, they would have the responsibility to see that this was done.

Q Is it your testimony, Mr. Weismantle, that these two individuals will contact each school district superintendent and the individuals in charge of each private and nursery school in the EPZ during an emergency at the Shoreham plant?

MR. CHRISTMAN: Objection. We are now entering a new contention which has, I think, been written on the spot, which was applied to handicapped facilities and has to do with communications, not the schools contentions as submitted.

MR. MILLER: I don't understand the objection, Judge Laurenson. I'm asking about a statement in the LILCO testimony. I'm asking also about Procedure 3.6.5 which was referred to in the testimony. It's a fairly straightforward question.

Are these two individuals under the LILCO plan in charge of contacting the schools in the EPZ.

MR. CHRISTMAN: I will explain the objection. I

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1 think what we are doing is a new contention about whether
2 the phone calls take too long, whether you've got enough
3 personnel and that sort of thing. And I don't believe that's
4 in these contentions.

5 JUDGE LAURENSEN: Overruled.

6 BY MR. MILLER: (Continuing)

7 Q All right.

8 A I think, as I answered, they would be in charge
9 of seeing that the school districts and the people who are
10 in charge of the nursery schools and private schools were
11 contacted. And that's, I think, what the procedure says.

12 Q What I want to understand, Mr. Weismantle, is
13 under the LILCO plan are these two individuals the persons
14 who will personally make the telephone calls to the schools
15 within the EPZ?

16 A Just like contacting the handicapped at home and
17 special facilities and so forth, they would -- these two
18 people are those who are in charge of contacting schools.
19 They would have others available to actually make phone calls
20 if it was deemed appropriate at the time. So, they are in
21 charge of seeing that it gets done.

22 Q Mr. Weismantle, the persons who might assist these
23 two school coordinators, are they personnel within the fifteen
24 administrative support staff which we've heard about before
25 in these proceedings?

#4-5-SueT 1 MR. CHRISTMAN: Objection. Relevance to the
2 contentions that we are testifying about here.

3 JUDGE LAURENSEN: Overruled.

4 WITNESS WEISMANTLE: Yeah, they could draw upon
5 those people as well as others.

6 BY MR. MILLER: (Continuing)

7 Q Could you tell me what others other than the
8 fifteen support personnel that are mentioned in the LILCO
9 plan?

10 A Again, as we've testified before, there are others
11 at the EOC who would be available to assist in this effort,
12 and the people who would come to mind immediately are the
13 people in the dosimetry and decontamination area who really
14 don't have much, if anything, to do on their primary job
15 responsibilities at the beginning of an emergency, which is
16 the time when these contacts would be made.

17 Depending on how the accident proceeded, there
18 are others who might have already completed their job such
19 as bus coordinators and so forth who would be available as
20 well.

21 Q Is it fair to say, Mr. Weismantle, that your
22 testimony is that persons at the EOC who would not be
23 performing other duties and responsibilities could be
24 utilized by the two school coordinators to assist in making
25 telephone calls?

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A Yes.

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Q Now, Mr. Weismantle, in this statement you talk about schools within the EPZ, correct?

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I'm looking at Answer 8.

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A That's correct.

6

Q Is that correct?

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A Yes.

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Q Could you tell me, Mr. Weismantle, does the LILCO plan anywhere state that schools outside the EPZ, for example, with children who reside within the EPZ will be contacted by anyone within the LERO organization?

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A Yes. I think Attachment 3 to OPIP 3.6.5, which is Attachment 2 to our testimony, if you look at the list of the schools who would be called, the school districts that would be called, they do include school districts with schools outside the EPZ but having school children who live inside the EPZ. Therefore, they would be called. Like, Middle Country is an example on Page 2 of 2 of Attachment 3 of OPIP 3.6.5.

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(Witness Robinson) Those districts are marked with an asterisk in the attachment to signify that they do not have schools but only residents within the EPZ.

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Q Is there a reason, Mr. Weismantle, why in the narrative language of Procedure 3.6.5, nowhere does it state that schools outside the EPZ will be contacted?

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1 MR. CHRISTMAN: Objection. No probative value at
2 all.

3 JUDGE LAURENSEN: Overruled.

4 WITNESS WEISMANTLE: I think our Question 9 and
5 answer to that question covers the fact that these schools
6 would be contacted; that is, who have students who live in
7 the EPZ even though there are no schools within the EPZ.

8 BY MR. MILLER: (Continuing)

9 Q Excuse me, Mr. Weismantle. Are you saying that
10 Answer 8 covers schools outside the EPZ?

11 A No. Answer 9 does. I'm pointing out that Question
12 9 which is, what do you do about students who live inside the
13 EPZ that go to school outside the EPZ, covers the situation
14 that you are raising the questions about.

15 Q It's your testimony that Procedure 3.6.5 addresses
16 the situation of schools outside the EPZ?

17 A Yes.

18 Q Let's look at Answer 9, Mr. Weismantle, there the
19 statement is made that if any protective actions are recom-
20 mended district superintendents whose schools are not in the
21 EPZ but are attended by students who reside in the EPZ will
22 be notified of the emergency by tone alert radio.

23 A That's true.

24 Q Now, there is no statement in Answer 9 regarding
25 whether LILCO will contact any school district superintendents

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1 whose schools are not in the EPZ; isn't that correct?

2 A No. The answer to Question 9, you are correct.
3 But if you look at 3.6.5 on Page 11-A of 20 which is again
4 Attachment 2 to our testimony, it directs the coordinators to
5 use Attachment 3, the school evacuation listing.

6 And, as was pointed out, that listing does include
7 schools -- excuse me, school districts who have no schools in
8 the EPZ but have students who reside in the EPZ. So, they
9 would be called in the course of the job function that we
10 are discussing.

11 Q Well, Mr. Weismantle, my problem is this. When
12 I read that very section of Procedure 3.6.5 that you just
13 cited, which is Page 11-A of 20, Subsection B, it states,
14 using Attachment 3, school evacuation listing, contact by
15 telephone each district superintendent and individual in
16 charge of the private schools, contact nursery schools first,
17 in the EPZ.

18 Isn't that what that statement says?

19 A Yes. And I'm explaining what the intent is.

20 Q So you are giving me your understanding of the
21 intent behind the written word?

22 A Well, I think it's clear if you look at the
23 attachment, you will see that the attachment he is directed
24 to includes those other school districts. And it's the
25 clear intent that he call these other districts as well.

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1 Q He would ignore the language in the EPZ?

2 A Okay. Yeah. The district is in the EPZ.

3 Q I'm sorry. What district are you talking about,
4 Mr. Weismantle?

5 A I'm talking -- the words possibly could be clearer.
6 But using Attachment 3, contact by telephone each district
7 superintendent and individual in charge of the private schools
8 in the EPZ, the district is in the EPZ. That's why it's on
9 the list. We want them to take certain action which is keep
10 their kids in schools; that is, those students who reside in
11 the EPZ.

12 That's what would be done, and that's the intent
13 of it.

14 Q Mr. Weismantle, looking at Answer 9, the second
15 sentence, they will in turn notify the principals of these
16 schools and instruct them to keep such students at the school
17 rather than sending them to their homes in the EPZ.

18 The "they" refers to district superintendents;
19 correct?

20 A That's right.

21 Q This statement is LILCO's assumption; isn't that
22 right?

23 A No. I think it -- well, it's consistent with our
24 recommendation to the school districts.

25 Q You state, Mr. Weismantle, they will in turn notify

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1 the principals of these schools. That's LILCO's assumption,
2 isn't it?

3 MR. CHRISTMAN: Object. The answer to the
4 question is not an assumption. It's a judgment; it's
5 testimony, but he is putting words in the witness' mouth and
6 repeating a question he has already asked.

7 JUDGE LAURENSEN: He is allowed to do that in
8 cross-examination. I don't think that's reason for an
9 objection.

10 The objection is overruled.

11 WITNESS WEISMANTLE: I wouldn't call it an
12 assumption.

13 BY MR. MILLER: (Continuing)

14 Q Well, let me ask you this, Mr. Weismantle. Do you
15 have any agreements with any school district superintendents
16 with schools outside the EPZ stating that those superintendents
17 will notify principals of their schools and instruct them to
18 keep students after school during an emergency at the Shoreham
19 plant?

20 It's a yes or no, Mr. Weismantle. Do you have any
21 agreements?

22 A As we indicate in the testimony in other questions
23 and answers, we have no agreements with any of the districts,
24 nor do we think any are necessary.

25 Q Would you look please at Answer 10 on Page 15, Mr.

#4-11-SueT 1 Weismantle, the last paragraph on that page, where it's
2 stated that if an alert or higher level emergency were de-
3 clared while school was being dismissed school officials
4 would not need to take any unusual actions.

5 Do you see that statement?

6 A Yes.

7 Q This statement, while the schools were being
8 dismissed, does that mean that the students would have
9 boarded the buses or would have otherwise left the school
10 grounds and were on their way home?

11 A Yes.

12 Q And then you state in the next sentence, Mr.
13 Weismantle, that the students would already be on their
14 way home and it would be best for them to rejoin their
15 families and then implement whatever protective actions had
16 been recommended.

17 Do you see that statement?

18 A Yes.

19 Q That last sentence, that's a LILCO judgment,
20 isn't it?

21 A I suppose you can call it a judgment, sure. I
22 think it's common sense, simply logical.

23 Q Do you agree with me that it's LILCO's judgment,
24 Mr. Weismantle?

25 A Well, we -- obviously, it's in our testimony and

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1 we stand behind it, but I don't think it particularly takes
2 a legal judgment to reach the conclusion that's drawn in
3 this sentence.

4 Q Mr. Weismantle, would you look please at Answer 11
5 on Page 16, there is a statement that says there are no
6 significant protective actions for schools used in New York
7 State other than early dismissal, sheltering and evacuation.

8 Do you see that statement?

9 A Yes.

10 Q What's your basis, Mr. Weismantle, for testifying
11 about the capabilities of New York State?

12 A What's published in the State plan.

13 Q Is that the extent of your basis for this
14 testimony?

15 A Well, the State plan includes annexes for the
16 various counties around the other operating nuclear units,
17 and spells out the types of protective actions that would be
18 recommended to schools in those counties. So, it contains
19 all of the information you need.

20 Q Is there an annex for the Shoreham plant in the
21 New York State plan, Mr. Weismantle?

22 A No. As I said, I was referring to the existing
23 State plan and the counties around the operating nuclear
24 units.

25 Q Now, Mr. Weismantle, you go on to say, nor is Suffolk

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1 County or the State prepared to provide additional school
2 buses on short notice.

3 Do you see that statement?

4 A Yes.

5 Q What's the basis for your testimony regarding the
6 intent or the capabilities of Suffolk County in this regard?

7 A Could you repeat that question?

8 Q I simply want to know the basis for your testimony --
9 the basis for your testimony regarding the capabilities or the
10 intent of Suffolk County when you say that Suffolk County is
11 not prepared to provide additional school buses on short
12 notice?

13 A I think, you know, they would be drawing upon the
14 same resources that we did. And to my knowledge, it had
15 never been suggested by anybody in Suffolk County when they
16 were preparing the radiological plans that ultimate we would
17 disown that the suggestion even came up that additional school
18 buses would be needed or would be provided.

19 And for those two reasons, I think this conclusion
20 is a valid one.

21 Q Is it fair to say, Mr. Weismantle, that this
22 statement is really your best guess as to what the County can
23 or cannot do?

24 A Well, I would characterize it as a judgment based
25 on knowledge of what the County did in their original planning

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process and knowledge about the resources that exist on Long
Island in the way of school buses in this particular case.

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1 Q Now, when you state, Mr. Weismantle, that -- this
2 is the last sentence of that Answer 11, it is likely however
3 that the State would have an easier time than LILCO has had
4 getting the schools to participate in preplanning. Do you
5 see that?

6 A Yes.

7 Q Can you explain to me why it is more likely the
8 State would have an easier time than LILCO?

9 A Because the State, through the State Education
10 Department in particular, has a great influence on the way
11 school districts operate, and I think a perfect example of
12 what I am talking about is illustrated in the Rockland County
13 situation, where the State planners intervened and provided
14 compensating measures in the development of a compensating
15 plan that included all aspects of emergency preparedness,
16 including protective actions for schools, and seemed to
17 be able to exert their influence in a positive way there.

18 Q Is it fair -- I am sorry.

19 A If I can complete my answer. I think it is fair
20 to say that in our discussions with school officials on Long
21 Island, there is a definite recognition by them of the
22 position of the State and the County, for that matter, and
23 a sensitivity to that, and a concern about the difficult
24 position they feel themselves in in this controversial situation
25 on Long Island that we have here.

1 So, there is no question in our minds that the
2 State, in particular, given the role of the State Education
3 Department, and the veryday activities of these districts,
4 would exert a tremendous influence were the State to
5 participate actively in developing a radiological response
6 plan around Shoreham for the schools.

7 Q Do you think, Mr. Weismantle, that the reasons
8 why the State would have an easier time include the fact
9 that the State is more credible than LILCO?

10 MR. CHRISTMAN: Objection. Different contention.

11 JUDGE LAURENSEN: I think you are now getting into
12 next week's testimony. Objection is sustained.

13 BY MR. MILLER: (Continuing)

14 Q Going back to your last answer, Mr. Weismantle,
15 is it fair to say that in your opinion the State is able
16 to exert more influence on the school districts than LILCO?

17 MR. CHRISTMAN: Objection. Asked and answered,
18 and a vague question.

19 JUDGE LAURENSEN: Overruled.

20 WITNESS WEISMANTLE: Yes. You know, Attachments
21 15 and 16 to our testimony indicate the State Education
22 Department, exercising I think some influence on superintendents
23 of schools regarding the importance of disaster preparedness
24 plans, and the school districts -- we know from our
25 conversations with them were cognizant of these, and also

1 Attachment 17, which is a general brochure covering minimum
2 requirements -- that the State imposes on schools in New
3 York State.

4 Q Mr. Weismantle, we will come back to those
5 attachments. Let's look at Answer 12, if you would, please.
6 There are some statements in Answer 12, Mr. Weismantle,
7 regarding what the County believe and what school districts
8 have considered and decided, let me ask you first about your
9 statements regarding the county.

10 About six lines from the top of the page, on
11 page 17, you state theat the County believed that the
12 districts preferred to institute early dismissals at a
13 site area emergency, using their existing early dismissal
14 plans. Do you see that statement?

15 A That is right.

16 Q I take it, Mr. Weismantle, that the basis for
17 your testimony in this regard is Attachment 11, is that
18 correct?

19 A That is part of the basis.

20 Q Could you tell what else, Mr. Weismantle, you
21 base your testimony upon in this regard?

22 A I think there were other documents, but beyond that
23 the interaction that existed between people at LILCO,
24 particularly at the time Mr. Daverio, who was involved in
25 this full time, or almost full time at the time, interacting

1 with the county planners, also formed the basis of the
2 statement. So his knowledge and experience.

3 Q You mean referring to Mr. Daverio's knowledge and
4 experience, is that right?

5 A In particular, yes.

6 Q Well, let me ask you about your knowledge and
7 experience, Mr. Weismantle. Have you ever held discussions
8 with anyone in the Suffolk County government that led you
9 to form this testimony?

10 A Well, this answer you are asking me about refers
11 to the origination of the LILCO Transition Plan.

12 Now, I haven't personally spoken to anybody in
13 County Government about their dealings with the schools in
14 1980 and I guess '81. But I think the record is clear from
15 Attachment 11, as well as the knowledge we have through Mr.
16 Daverio in particular.

17 Q Yes, sir --

18 A He is not the only one that worked with them.

19 Q Mr. Weismantle, if you would try to answer my
20 questions, please. My question was: Have you ever held
21 discussions with anyone in the Suffolk County Government
22 that led you to form this testimony?

23 MR. CHRISTMAN: Objection. Asked and answered,
24 as the transcript will reflect.

25 JUDGE LAURENSEN: I believe that is correct. I

1 believe his answer was no, that he did not.

2 The objection is sustained. Again, I think
3 just to review our past rules here, if the question that
4 you are asking calls for a yes or no answer, and you want
5 it limited to that, I think it would be helpful if you would
6 indicate that to the witness, and then you may not get an
7 extensive answer.

8 BY MR. MILLER: (Continuing)

9 Q Let me ask the panel generally if anyone on the
10 panel has held discussions with anyone in the Suffolk County
11 Government, personally held discussions with someone in the
12 Suffolk County Government, that led you to form this
13 testimony that states the county believed that the districts
14 preferred to institute early dismissals at a site area
15 emergency using their existing early dismissal plans?

16 A (Witness Meile) Back in the 1980 time frame that
17 is addressed in Attachment 11, I was present with Mr. Daverio
18 at some of the meetings that an individual, Bob Meunkle, who
19 signed a letter of Attachment 11, dated July 31st, with the
20 Shoreham Wading River School District, and at that time the
21 meetings that we held, it was fairly evident that they did
22 believe in early dismissal as an acceptable approach.

23 Q Now, other than Mr. -- the

24 MR. CHRISTMAN: The question was to all the
25 panel members.

1 MR. MILLER: Yes. I am getting to that, Mr.
2 Christman.

3 BY MR. MILLER: (Continuing)

4 Q Other than Mr. Meile, anyone else on the panel
5 ever held any discussions -- personally held discussions
6 with anyone in the Suffolk County Government regarding
7 this statement in the testimony?

8 A (Witness Lieberman) Yes, I had discussions with
9 Mr. Meunkle on this topic.

10 Q Anyone else?

11 A (Witness Robinson) , I have held a number of
12 meetings with both Mr. Meunkle, Ms. Palmer, and Dr. Koppelman
13 as an overview of emergency planning, and the fact that
14 extensive leg work on their parts in corresponding had gone
15 into their conclusions, which were then incorporated in the
16 draft plan which they were preparing.

17 So, while I was not present in any conversations
18 with school districts, or any of the meetings with school
19 districts, I was involved in conversations with the county
20 planners.

21 Q Ms. Robinson, my question was with respect to
22 this specific statement in the LILCO testimony. Are you
23 saying that you specifically met and discussed with Mr.
24 Meunkle, Mr. Koppelman, and Ms. Palmer and discussed the
25 specific statement in the LILCO testimony that the County

1 believed that the districts preferred to institute early
2 dismissals?

3 A The meeting was not held for just the one issue
4 of school districts. They were extensive meetings and
5 planning for school districts was one of the issues that
6 were discussed at those meetings. And this is a conclusion
7 -- my conclusion is based on that and on the product, yes.

8 Q I am trying to understand. During your meeting,
9 Ms. Robinson, was this specific topic among the discussions
10 you held?

11 A Planning for early dismissal of school districts
12 was definitely one of the topics discussed.

13 Q And that the County believed that the districts
14 preferred this option?

15 A That was very clear at those discussions. Again,
16 I repeat I was not present at any meetings with any school
17 districts.

18 Q Okay. Anyone else on the panel?

19 A (Witness Cordaro) I was also present at meetings
20 with Dr. Kollelman and Mr. Meunkle, where emergency planning
21 was discussed in general. In the overall sense. And problems
22 such as involving the schools were also discussed as part
23 of the overall discussion.

24 Q Let's talk about coversations between members of
25 the panel and Mr. Meunkle, since it seems his name has been

1 mentioned by everyone on the panel, I guess, except Mr.
2 Weismantle.

3 Did Mr. Meunkle ever tell any member of this
4 panel that the County had adopted or endorsed in any way
5 any plan for the Shoreham plant that set forth a preference
6 for the early dismissal option for school districts?

7 MR. CHRISTMAN: I will object to this question.
8 We have established the witnesses basis for the statement.
9 I think we are now into excessive detail, and I am not sure
10 -- I think the question is irrelevant to the Contention,
11 too.

12 JUDGE LAURENSEN: Overruled.

13 MR. MILLER: (Continuing)

14 Q Ms. Robinson, if you can give me a yes or no to
15 my question, please.

16 A I am going to have to ask you to define, 'adoption'
17 for me, because -- do you mean by that incorporation into the
18 draft? The answer is yes. If it is adoption by the
19 Legislature, it is no.

20 Q What I mean is did the Suffolk County Government
21 adopt a plan setting forth the early dismissal option for the
22 school districts in the EPZ?

23 MR. CHRISTMAN: Objection. Everybody knows the
24 answer to that. It is already ample in the record, and we
25 don't need to waste time on it. The position of Suffolk County

1 Government is now well established.

2 MR. MILLER: My question, Judge Laurenson, is did
3 Mr. Meunkle ever state that to Ms. Robinson, and not everyone
4 here knows the answer to that, I am afraid.

5 JUDGE LAURENSON: Objection is overruled.

6 BY MR. MILLER: (Continuing)

7 Q Do you know the answer to that? It calls for
8 a yes or no, I think.

9 A (Witness Robinson) I really don't think I can
10 answer yes or no, and make it sensible. The way you have
11 asked the question it is no, and there is an explanation
12 for that if you wish to hear it.

13 Q Your explanation can come from your counsel
14 on redirect.

15 A Fine.

16 Q Mr. Miele, the same question to you. I can
17 repeat it if you like.

18 A (Witness Miele) Yes, please repeat it again.

19 Q The question is: Did Mr. Meunkle ever state
20 to you that the Suffolk County Government had specifically
21 adopted a plan for the Shoreham plant, setting forth the
22 option of early dismissal for the school districts?

23 MR. CHRISTMAN: Objection. Relevancy. The
24 testimony doesn't say that Mr. Meunkle said such a thing,
25 or represent that he did.

1 JUDGE LAURENSEN: Overruled.

2 BY MR. MILLER: (Continuing)

3 Q Yes or no, please.

4 A (Witness Miele) I don't believe I can answer
5 that yes or no.

6 Q You don't know --

7 A You are talking about four years ago, and phrasing
8 it the way your question was asked, I can't answer that yes
9 or no.

10 Q Fine. Mr. Lieberman, could you answer my question
11 please, sir, yes or no?

12 A (Witness Lieberman) It would be very difficult
13 to do that. Mr. Meunkle was a representative of the Suffolk
14 County Government, as I understood it, and in his discussion
15 with me, the impression was that that early dismissal was,
16 in fact, the posture taken at that time.

17 Q Was that the posture taken by Mr. Meunkle, Mr.
18 Lieberman, or by the Suffolk County Government?

19 A On the basis of that discussion, I can't distinguish
20 between the two.

21 Q Okay. Dr. Cordaro, do you want me to repeat the
22 question?

23 A (Witness Cordaro) I have to answer it in the
24 same sense Mr. Lieberman did. It was not clear at that point
25 in time what formal adoption meant, and it was my impression

1 that the draft being prepared by the County was the County
2 plan, and in the sense that it was in the documents that they
3 produced, it was formal adoption.

4 At that point, there was no formal procedure
5 established for an adoption -- an official adoption by the
6 County.

7 Q Was it your understanding, Dr. Cordaro, that
8 Mr. Meunkle had the power or the authority to adopt a plan
9 for Suffolk County?

10 A As I said, to our knowledge at that point in time
11 Mr. Meunkle, working as a deputy, or as part of the overall
12 effort which Dr. Koppelman was spearheading, I assumed that
13 indeed the fact that he was a worker on the plan, and that
14 option for schools was incorporated in the formal documentation
15 of the plan, that that was essentially adoption by the
16 County.

17 Q Mr. Lieberman, let me ask you the same thing.
18 Did you assume that Mr. Meunkle had the power or the authority
19 to adopt a plan on behalf of the County Government? Yes,
20 or no, please?

21 A (Witness Lieberman) I couldn't judge as to the
22 legality of his position. You are asking me for a judgment
23 that I wasn't qualified to make. He represented the County
24 in my discussions.

25 Q Now, there is a statement at the bottom of page 17,

1 in fact, two statements, that say the schools considered
2 the pros and cons of early dismissal versus evacuation;
3 after discussions with the County planners the school
4 districts decided that the disadvantages of early dismissal
5 were outweighed by the advantages.

6 Do you see that statement, Mr. Weismantle?

7 A (Witness Weismantle) Yes, I do.

8 Q Could you tell me, Mr. Weismantle, -- I assume
9 the basis for your testimony in this regard is Attachment 12
10 to the testimony, is that right?

11 A That is part of the basis, but not the only basis.

12 Q Can you tell me what else forms the basis for
13 your testimony?

14 A Well, I think as indicated in some of the letters,
15 if not all of them, in Attachment 11, there were extensive
16 discussions with the school districts themselves at the
17 time, and I am just looking at one of them. The letter of
18 September 5, 1980, to Mr. Author Figliosio, District
19 Principal Eastport Union Free School District which is
20 about the third page in Attachment 11, the second paragraph
21 indicates this. That they have met with all sixteen
22 districts with the exception of Shoreham Wading River, the
23 remaining districts have agreed to institute emergency
24 dismissals and so forth.

25 As as been related in our testimony and here, this

1 was not -- and is also shown in Attachment 12, this was
2 not a minor issue at the time. It was something that
3 received a lot of attention, and although I don't think
4 we included them in Attachments to this testimony, I can
5 recall seeing some letters from the districts that indicated
6 deliberation and consideration being given to this, and
7 I believe, if my memory serves me right, even to the point
8 at least one case that was documented that the Board of
9 Education considered the appropriate response to a radio-
10 logical emergency in -- concluded that early dismissal was
11 the preferred option.

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1 Q Mr. Weismantle, did you personally ever have
2 any discussions with any official school district member to
3 the effect where you were told that the schools considered
4 the pros and cons of early dismissal and decided that the
5 advantages of early dismissal outweighed the disadvantages?

6 I think that is a yes or no.

7 A I think the answer is yes, and let me explain.

8 Q Can you tell me first who?

9 A This came up and I believe it was discussed at
10 one or both of the meetings we reference in our testimony
11 that took place, one of them in January, the other one in
12 March of this year, under the auspices of BOCES, that took
13 place with representatives of all the school districts
14 involved.

15 I don't recall a one-on-one discussion with a
16 district superintendent or a representative, but we did
17 discuss the fact that our submittal of the early dismissal --
18 our incorporation of the early dismissal aspect in our plan
19 stemmed from our understanding of the schools discussions
20 and conclusions that occurred in the period when Suffolk
21 County was actively developing a plan. And there was some
22 discussion back and forth on this as to the desirability
23 of this particular form of protective action at this point
24 in time and what circumstances may or may not have changed.

25 So no one, to my knowledge, to my recollection,

1 disputed our presentation which was along the lines of what
2 is said in this question and answer. The discussion just
3 proceeded from that point.

4 Q Is it therefore your assumption, Mr. Weismantle,
5 that because no one disputed your presentation, that
6 the school districts had decided that early dismissal was
7 the preferable option?

8 A Well, again, we are talking historically here.
9 Our question and answer relates to the information that
10 was developed in the early '80s that was used in our
11 LILCO transition plan. And I think it is supported by
12 attachments 11 and 12 and, as I indicated, other letters
13 I recollected -- and I think we have some copies here --
14 from the school districts themselves that indicate they
15 supported early dismissal.

16 So there was no -- there was no reason to believe,
17 because of this documentation, anyone would dispute the
18 historical facts. So it never occurred to me that it would
19 be an issue when we presented this historical information
20 at these meetings in January and March.

21 Q As far as you are concerned, it wasn't an issue;
22 is that correct?

23 A The fact that the districts in '80 and '81
24 supported early dismissal was not an issue.

25 Q On page 17, Mr. Weismantle, are you saying that

1 every school district with schools in the EPZ desired to
2 accept or adopt an early dismissal option back in the
3 1980-1981 time frame?

4 A With the one qualification, as we say on page
5 17, that in a special circumstance, that is, an immediate
6 general emergency with an immediate recommendation for
7 evacuation, Shoreham Wading River concluded they would
8 prefer to evacuate their students directly by bus to
9 County Community College.

10 Q It is your understanding that other than Shoreham
11 Wading River, every other school districe adopted this
12 early dismissal approach?

13 A That is my understanding.

14 A (Witness Robinson) Again, I think the hesitancy
15 is due to your term of "adoption." If you made it
16 "accepted," I think we would have to answer yes.

17 "Adopted" to me at least implies some kind of
18 formal procedure of a vote, and we don't have evidence of
19 such a vote by every single district.

20 Q A few minutes ago, Mrs. Robinson, when I was asking
21 you about adoption of a plan by the county government in
22 the context of your discussions with Mr. Meunkle, you seemed
23 to have a different understanding of the word "adopt."

24 A You are using the words "every" and "adopt." We
25 do have copies of correspondence that shows that some did.

1 But if you are going to say "every," whether they
2 presented it to their board of education, the answer is,
3 I don't know.

4 I would have to say I don't know to that.

5 My understanding of the adoption process of the
6 plan at that time was that the adoption process was going to
7 be done by first New York -- at the time we are talking
8 about was by New York State with a submission to the NRC
9 for approval. And we had never at that point discussed any
10 kind of county approval of the plan you are referring to,
11 the draft plan. So therefore, the only adoption that
12 could have been done at that time was incorporation into
13 the draft.

14 There was no discussion or procedure for any
15 other means of adoption.

16 Q I understand. But you are saying that if
17 I would change my word to "accept," whether the school
18 districts, every school district accepted this early
19 dismissal approach, that then you would say, yes, that was
20 the case, with the exception of Shoreham Wading River?

21 A Based on the knowledge and evidence and discussions
22 we have had, yes.

23 Q Have you had the opportunity to read the depositions
24 of the school witnesses that will be testifying on behalf
25 of Suffolk County in this case?

1 A I believe that I was present during the deposition
2 of some of them. I cannot recall of I -- I know it was
3 not all of them. But yes, I was present during some of
4 the depositions.

5 Q Do you know if you were present during the
6 deposition of Mr. Jeffries?

7 A If you mean Dr. Jeffers, yes, I was present for
8 at least part of his deposition, yes.

9 Q Would it be your understanding that the school
10 district represented by Mr. Jeffries accepted this early
11 dismissal approach?

12 A Dr. Jeffers' school district is out -- has no
13 schools within the EPZ, although some of the students reside
14 in the EPZ. And I do remember considerable discussion back
15 in the time frame we were talking about about the use
16 of Middle Country's busses to aid in such a proposal for
17 schools within the EPZ.

18 I don't remember specifically anything about
19 Middle Country being requested to do so. I am sorry.

20 Q I would like to move on, but before we do, I
21 just need to back up for a minute to the statement, again,
22 on page 17 about the county's belief.

23 Mrs. Robinson and you, Dr. Cordaro, both mentioned
24 that you also had discussions with Mr. Koppelman regarding
25 the statement in your testimony. Let me ask you like I did

1 for Mr. Meunkle, whether Mr. Koppelman ever specifically
2 stated to either of you that the Suffolk County government
3 had adopted or accepted a plan for the Shoreham plant that set
4 forth a preference for the early dismissal option?

5 A (Witness Cordaro) It is hard to recall an
6 exact statement. Again, the problem we are having is this
7 formal adoption process. We weren't aware of any formal
8 adoption process other than the issuance of the documentation
9 which included this provision. As these drafts were being
10 produced, Dr. Koppelman was reviewing them, and I can only
11 assume that he was in agreement. I have no knowledge of
12 him being in disagreement with the concept of early dismissal
13 as part of the overall plan.

14 Q So is it fair to say that the basis for your
15 testimony in this regard is that language setting forth the
16 early dismissal option appeared in drafts of a planning
17 effort that was being conducted by personnel on behalf of
18 Suffolk County?

19 A Yes. The documents that were produced by
20 Suffolk County under the auspices of the Suffolk County
21 Planning Department, yes.

22 Q Would your answer be the same, Mrs. Robinson?

23 A (Witness Robinson) Yes, it would.

24 Q Okay.

25 Mr. Weismantle, will you look please at the top of

1 page 18 which is the end of answer 12 to the LILCO testimony.

2 It is stated that the early dismissal option
3 would be perfectly adequate for insuring the safety
4 of school populations.

5 Do you see that statement?

6 A (Witness Weismantle) Yes.

7 Q I gather that that is the judgment of LILCO; is
8 that correct?

9 A Yes. As the sentence says, just to clarify, "for
10 the vast majority of nuclear emergencies, the early dismissal
11 option would be perfectly adequate for insuring the safety
12 of school populations."

13 Q Was the answer yes, that that is LILCO's judgment?

14 A Yes. We are sponsoring this answer in our
15 testimony. I don't think it is particularly controversial.

16 Q Will you look, please, at answer 14. That answer
17 talks about, again, things that, according to LILCO,
18 have been done by county planners.

19 There is one statement in the next-to-the-last
20 sentence of the page where it states that the county had
21 recommended early dismissal at a site area level.

22 Do you see that statement?

23 A That's right.

24 Q Is it more fair to say the county planners
25 had recommended early dismissal?

1 A I think it has been made clear over and over
2 here. We are talking about the draft plan that was developed
3 by county planners. And the particular planner who led the
4 effort under Dr. Koppelman's supervision was Mr. Meunkle.

5 Q I guess -- let me try to clarify this. I am having
6 some problems.

7 Are you basically interchanging county planners
8 with the county government? In your opinion are county
9 planners and county government one and the same?

10 MR. CHRISTMAN: Objection. That question has
11 been asked and answered about 15 different ways this morning.
12 These witnesses aren't here to testify about Suffolk
13 County agency law. They have answered the question.

14 JUDGE LAURENSEN: Overruled.

15 BY MR. MILLER:

16 Q Mr. Weismantle, can you answer my question?

17 A Would you repeat your question?

18 Q Generally, what I want to know is whether you
19 are associating county planners personnel for the county
20 as being the same as the Suffolk County government?

21 A I am associating them because there was a
22 contract LILCO had with the county and these people were
23 given the responsibility for developing a plan.

24 Dr. Cordaro participated at that stage. I
25 would like him to add something.

1 A (Witness Cordaro) I think we view it as
2 synonymous in this case, that the planning department and
3 the county function as one. And when I entered into the
4 contract with the county, not only Dr. Koppelman signed
5 that contract but also a representative of the county
6 executive signed that contract. So I view the product --
7 and, in fact, the contract was even approved by the
8 legislature.

9 I view the product that resulted from that,
10 the draft, as being the county product.

11 Q Now, Dr. Cordaro, if a mid-level employee at
12 LILCO stated something to someone outside the LILCO
13 organization, in your opinion does that bind LILCO to the
14 views of that LILCO employee?

15 MR. CHRISTMAN: Objection, irrelevant.

16 JUDGE LAURENSEN: Sustained.

17 MR. MILLER: Judge Laurenson, if you could,
18 explain why you are sustaining that objection. I don't
19 understand the difference. These witnesses are telling
20 me that a mid-level, at best, county employee says things
21 to them and based on what was stated to them, they assumed
22 that was the county government.

23 JUDGE LAURENSEN: You gave him a hypothetical
24 question for a LILCO employee as to whether a LILCO employee
25 can bind the Long Island Lighting Company, a corporation.

1 That is totally irrelevant to everything that we are talking
2 about here.

3 If you want to ask him whether a governmental
4 employee, whether he knows whether a governmental employee
5 can speak for the government, that may or may not be a
6 relevant question. But what you are asking for LILCO's
7 position as to whether it can be bound by a statement of
8 an employee or agent is totally irrelevant to the issues we
9 have before us.

10 BY MR. MILLER:

11 Q I will try it again with the witnesses in terms
12 of the county. I am going to ask the entire panel this;
13 anyone can answer.

14 Do any of you believe that if an employee says
15 something, states his opinion, sets forth something in
16 writing in a letter, whatever, that that binds the county
17 government?

18 MR. CHRISTMAN: Objection, just a clarification,
19 form of the question, I guess. Does this hypothetical
20 assume that there is a contract under which that employee
21 acts that was approved by the legislature and the county
22 executive?

23 MR. MILLER: If I need to clarify my question,
24 I will. I think it is a broad question. It is not tied
25 into any specifics regarding a contract of any kind. It is a

1 statement, do you think that a county employee binds a
2 county government when that employee speaks or addresses an
3 issue?

4 MR. CHRISTMAN: Then I object that it is hopelessly
5 vague and probably beyond these witnesses' competence
6 since it is a legal conclusion as well.

7 JUDGE LAURENSEN: Overruled.

8 WITNESS CORDARO: It depends on the authority
9 delegated to that particular county employee. I make
10 agreements and the company makes agreements every day with
11 employees of different municipalities -- the county
12 government, the state government. And in making those
13 agreements, we assume that it binds those entities. We have
14 a number of agreements that are effected every day where
15 this takes place.

16 BY MR. MILLER:

17 Q Dr. Cordaro, let me ask you then, in terms of the
18 level of a Bob Meunkle, does an employee, county employee of
19 the level of a Bob Meunkle, in your opinion, speak for and
20 bind the actions of a county government?

21 A Yes.

22 A (Witness Lieberman) I would just like to add that
23 over the years we have communicated with many levels of
24 government and different employees. And if we did not assume
25 in fact that they represented the wishes of the government,

1 what would be the purpose of the meetings?

2 I would also like to point out, there have been
3 instances that I have been present at where the government
4 employee would make a statement and a supervisor would say
5 that that statement, we would take exception to that
6 statement and say that in his view that statement did not
7 represent the position of the government.

8 By implication, whenever that exception was not
9 taken, then the views did represent the position of the
10 government.

11 Q Would you agree then that the fact that
12 Suffolk County government did not adopt the views,
13 recommendations of Bob Meunkle, that that means that the
14 government expressed a or rejected the views and
15 recommendations of Mr. Meunkle?

16 A Depends upon the time frame you are talking
17 about. At that time that I had discussions with Mr. Meunkle,
18 there was no abrogation of the county with respect to
19 that plan. So at that time it was my opinion that he did,
20 in fact, represent the county's position.

21 At least he indicated that in the context of his
22 discussions with me.

23 Q What did it mean to you, Mr. Lieberman, when you
24 heard that the Suffolk County government had expressly
25 disavowed the position of Mr. Meunkle?

1 Didn't that mean to you that the county was
2 disagreeing with Mr. Meunkle and not accepting his views?

3 MR. CHRISTMAN: Objection, relevance. The county's
4 position is well known. It speaks for itself through the
5 resolution.

6 JUDGE LAURENSEN: I will sustain the objection
7 as to the form of the question because it is a compound
8 question.

9 BY MR. MILLER:

10 Q Let me ask the last part of my question.

11 When the county expressly disavowed Mr. Meunkle's
12 views by not adopting a plan for the Shoreham plant, what
13 did that mean to you?

14 MR. CHRISTMAN: Objection. Excessively vague.

15 JUDGE LAURENSEN: Overruled.

16 WITNESS LIEBERMAN: What it meant to me is that
17 they reversed their position.

18 BY MR. MILLER:

19 Q Did it mean to you that they disagreed, that
20 the county disagreed with Mr. Meunkle's position?

21 A At the time that they disavowed it, yes.

22 Q Let me ask you --

23 A (Witness Cordaro) I just want to add to that. I
24 don't think it was a disagreement with -- I don't think
25 Mr. Meunkle took a position. I think what he did was

1 attempt a professional job of putting together the
2 emergency plan and did it in an objective, professional
3 way. I don't think he took a formal position per se.

4 And you also have to take into account the fact
5 that the plan itself was a product of a number of people,
6 not just Mr. Meunkle. He may have drafted it, but there
7 were reviews of the plan by other planners and
8 Dr. Koppelman himself.

9 As far as the county adopting some sort of a
10 formal position after the fact, the reasons for their position
11 are very, very obvious from the record, from the hearing
12 records that were taken in the formal hearings the Suffolk
13 County legislature carried out for the plan.

14 And it is obvious that their views are changed
15 and they had developed different views that were in
16 conflict with the document that was produced earlier by the
17 county.

END 6

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1 Q Dr. Cordaro, are you familiar with the contract
2 that at one time existed between LILCO and the County regard-
3 ing emergency planning for Shoreham?

4 A (Witness Cordaro) Yes.

5 Q Did Mr. Meunkle have the power under that contract
6 to adopt or accept any final plan on behalf of Suffolk County?

7 Yes or no. I think that's a yes or a no answer.

8 A I don't think I could answer yes or no, because
9 first of all there were two contracts.

10 Q Well, let's take them both. Did he have the power
11 or the authority under either contract to adopt or accept a
12 final plan on behalf of the County?

13 Yes or no, or you don't recall.

14 A Mr. Meunkle was working as --

15 Q Excuse me, Dr. Cordaro. It's a yes or a no.

16 A I can't answer yes or no to that question.

17 Q Okay. Under either contract, you cannot answer
18 yes or no. Is that your testimony?

19 A Yes.

20 Q Fine. Mr. Weismantle, on Page 19 of the testimony,
21 there is a statement, the answer to 16, the first sentence:
22 These changes -- referring to the changes in Revision 3 of
23 the LILCO plan -- were made in order to improve the plan.

24 Do you see that statement?

25 A (Witness Weismantle) Yes.

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Q This is LILCO's judgment; is that right?

2

A Certainly.

3

Q Now, I want to ask you the same question, Mr.

4

Weismantle, for the last sentence of Answer 16 where it

5

states that all schools are given the same protective action

6

recommendation so that confusion about what they should do

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is minimized.

8

Again, that's LILCO's judgment, correct?

9

A That's right.

10

MR. MILLER: Judge Laurenson, we could keep going

11

if you want to. I'm up to Page 21 where it's a logical break

12

in the LILCO testimony.

13

JUDGE LAURENSON: Let's go off the record for a

14

moment.

15

(An off-the-record discussion ensues.)

16

JUDGE LAURENSON: Let's take a five minute recess,

17

then.

18

(The hearing is recessed at 12:03 p.m., to re-

19

convene at 12:11 p.m., this same date.)

20

JUDGE LAURENSON: I think we are ready to resume.

21

Mr. Miller.

22

BY MR. MILLER: (Continuing)

23

Q On Page 21 of the LILCO testimony, Answer 18,

24

the last two sentences say that LILCO never intended to

25

pin the schools down to anyone position or to suggest that the

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schools had endorsed what LILCO was doing. The LILCO transition plan after all is a plan and plans can be modified whenever better ideas arise.

2

Do you see those statements?

3

A (Witness Weismantle) Yes.

4

Q The fact, Mr. Weismantle, is that none of the school districts have specifically endorsed Revision 3 of the LILCO plan, isn't that right?

5

6

A (Mr. Weismantle and Mrs. Robinson are conferring.)

7

I think it's fair to say Shoreham Wading River school district is in agreement conceptually with that revision.

8

9

Q Yes. Let me ask the question again. Has any school district specifically endorsed or accepted Revision 3 of the LILCO plan?

10

11

12

A I'm not sure, with the exception of what I just said about Shoreham Wading River. And I'm not aware that they had specifically endorsed or accepted it. I'm -- it's fair to say, to our knowledge, none of the school districts have endorsed or accepted Rev 3.

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As our testimony indicates, we are in the process of continuing the planning process with the districts.

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Q All right. Now, with -- let's talk about Shoreham Wading River. I just want to make sure I understand your testimony. Is it your testimony that you are not sure about

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1 the status of that school district?

2 A Well, no. I haven't looked at Dr. Doremus'
3 testimony in any detail since it has been filed. But I
4 think it's clear from his testimony that he endorses the
5 planning concepts. That's really all I'm trying to say.

6 I'm not aware of any specific actions that may
7 have been taken by the district officially.

8 Q And when you say he, Dr. Doremus, endorses the
9 planning concepts, to your knowledge has the Shoreham Wading
10 River school district endorsed Revision 3 of the LILCO plan?

11 A Not to my knowledge.

12 Q Now, Mr. Weismantle, on Page 24 of the LILCO
13 testimony, there is a question, Question 21, have the school
14 administrators told you whether they are willing to continue
15 to work with LILCO or not; the answer begins yes and it goes
16 on from there.

17 Do you see that?

18 A Yes.

19 Q Mr. Weismantle, in light of the testimony which has
20 been inserted today which I guess actually begins on the next
21 page, Page 25, is it still your testimony that school adminis-
22 trators have told LILCO that they will continue to work with
23 LILCO?

24 MR. CHRISTMAN: A point of clarification. You are
25 referring to the change on the errata and update sheet, the

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second one?

2

MR. MILLER: Yes.

3

MR. CHRISTMAN: The witnesses will probably have to look at that.

4

5

WITNESS WEISMANTLE: Well, I think as the changes to our testimony indicate, we will continue to pursue planning with the school districts one by one. I'm not sure that's completely responsive to your question, but if it isn't maybe you could ask another question or repeat it.

6

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BY MR. MILLER: (Continuing)

11

Q Let me rephrase my question, Mr. Weismantle.

12

Hasn't LILCO been told that the schools no longer wish to meet with LILCO with respect to planning for an emergency at the Shoreham plant?

13

14

15

MR. CHRISTMAN: Objection. That's a mischaracterization of the testimony. It talks about group planning.

16

17

JUDGE LAURENSEN: Overruled.

18

19

WITNESS WEISMANTLE: No. The districts haven't told us they refused to meet with us at all. As our testimony indicates, the second item in the May 29th document that they just said they did not wish to meet with us further as a group.

20

21

22

23

WITNESS ROBINSON: Perhaps I can add something, since I was the person who was given that information on the telephone on March 23rd. I was informed at that time that

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1 the decision not to continue with group planning was not a
2 unanimous decision but there were some districts who felt
3 that not all of them wanted to continue, that it would then
4 be done on an individual basis.

5 And as a matter of fact, there have been contacts
6 with individual school districts since that time, such as
7 sheltering surveys done by Mr. Miele's group, delivery of
8 tone alerts and telephone conversations, so that by no means
9 have we received any indication that communications was cut
10 off. It's just that they weren't going to set up another
11 dual meeting through BOCES 2.

12 BY MR. MILLER: (Continuing)

13 Q Are you saying, Mrs. Robinson, that individual
14 school districts have specifically told LILCO that they wish
15 to continue planning efforts with LILCO?

16 A Well, as an example we delivered fifteen tone
17 alerts to the Middle Country school district this month at
18 their request. I mean, that's not calling up and saying:
19 Elaine, we want to continue planning. That was a telephone
20 call that said: We've made a decision that we would like
21 individual tone alerts in our schools. Can you supply them?
22 The answer was: Yes.

23 You know, there were a couple of other telephone
24 conversations about delivery and the meeting on instruction.

25 So that if you ask me, did somebody call up and say:

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1 I want to continue planning, the answer is no. But have
2 contacts taken place, the answer is yes.

3 (Witness Miele) I have personally met with at
4 least three different school districts since that date,
5 Shoreham Wading River, Rocky Point, Manorville school district,
6 Little Flower Union Preschool, and all of them have been
7 very receptive and we have been planning since that date on
8 an individual basis.

9 Q Mrs. Robinson, to your knowledge, have any school
10 districts told LILCO that they do not wish to continue plan-
11 ning efforts with LILCO?

12 A (Witness Robinson) No.

13 Q To your knowledge, Mrs. Robinson, have any school
14 districts enacted resolutions essentially opposing operation
15 of the Shoreham plant?

16 MR. CHRISTMAN: Objection. It's a pointless
17 question. They are attached to our testimony.

18 JUDGE LAURENSEN: Overruled.

19 WITNESS ROBINSON: Yes. Prior to this date.

20 BY MR. MILLER: (Continuing)

21 Q Do you know which school districts, Mrs. Robinson,
22 have enacted resolutions opposing operation of the Shoreham
23 plant?

24 MR. CHRISTMAN: Objection to the characterization
25 of those resolutions. They will speak for themselves on their

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1 faces. I think the question is misleading.

2 JUDGE LAURENSEN: Overruled.

3 WITNESS ROBINSON: I believe there were four
4 school districts which passed resolutions which said until
5 there was a reasonable resolution of certain emergency
6 planning issues they opposed operation of the plant. And
7 another one which called on various county agencies, county,
8 state and federal governmental agencies to do something about
9 planning. I'm having a little difficulty characterizing their
10 resolution.

11 But, in terms -- and I do believe that there may
12 have been one school district -- in which there was a resolu-
13 tion which came up for total opposition but I really don't
14 know whether that was passed or not.

15 I would characterize the four -- and it's Mt.
16 Sinia, Middle Island, Middle Country -- that's three, I'm
17 sorry -- oh, and Miller Place, as a conditioned opposition.

18 BY MR. MILLER: (Continuing)

19 Q And, Mrs. Robinson, those resolutions are attached
20 to your testimony, Attachments 18, 19 and 21, is that right?

21 A I will just have to check. Yes, that's correct.

22 Q And there is also a resolution from the Rocky
23 Point public school, Attachment 22 to your testimony; isn't
24 that right?

25 A That is correct. That is the one that is

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substantially different.

2 Q That one says essentially, Mrs. Robinson, that
3 the Board believes that no operating license be granted to
4 LILCO until an approved evacuation plan is devised.

5 Is that right? It's Attachment 22.

6 A That's correct.

7 Q Now are you aware of any other school districts,
8 Mrs. Robinson, that have enacted resolutions with respect to
9 the Shoreham plant other than the five that are attached to
10 your testimony?

11 A There may have been others outside the planning
12 zone of which I am unaware. I am not aware of any others
13 within the planning zone, no.

14 Q Are you aware, Mrs. Robinson, that in addition
15 to the resolution of the Mt. Sinai Union Free School
16 District, which is Attachment 21, there have been resolutions
17 enacted by the Mt. Sinai Parents- Teachers Organization and
18 by the Teachers' Organization of that school district?

19 A I believe I may have read that some place but
20 again this is the only official school district resolution
21 that I am aware of. I think I've seen those resolutions
22 referenced elsewhere.

23 end #7

24 jjoeflws

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1 Q Do you know, Ms. Robinson, if the St. Andrews
2 School Board has enacted a resolution regarding Shoreham?

3 A You are going to have to -- on my list that is
4 not a name that immediately comes to mind.

5 I am sorry, is that the one at Sag Harbor? I am
6 having trouble getting the names straight at the moment.

7 Q My only question now, Ms. Robinson, is are you
8 aware that there has been a resolution by that School Board,
9 St. Andrews School Board?

10 MR. CHRISTMAN: Objection, if St. Andrews School
11 is outside the EPZ, on relevance grounds, as I suspect it is.

12 JUDGE LAURENSEN: Overruled.

13 WITNESS ROBINSON: I have no recollection of any
14 school by that name inside the EPZ, and therefore I would not
15 know if they had passed any such resolution. I am sorry.

16 BY MR. MILLER: (Continuing)

17 Q Are you aware as to whether Sound Beach Preschool
18 Coop has passed a resolution regarding the Shoreham plant?

19 A (Witness Robinson) I am aware of a very heated
20 meeting we had with that group. I am not aware of any formal
21 resolution.

22 Q You have provoked by curiosity. Why was that
23 meeting so heated?

24 A There was considerable discussion about the
25 operation of the Shoreham Power Plant, not specifically, was

1 not an emergency planning per se meeting, but it was a very
2 heated meeting with the -- again, it was speakers engagement,
3 and I think, 'heated' would be an appropriate term for it.

4 But I don't know if they passed any kind of formal
5 resolution.

6 Q Is it fair to say that at this meeting, Ms.
7 Robinson, there was opposition indicated to the Shoreham
8 plant?

9 MR. CHRISTMAN: Objection. This is outside the
10 EPZ, I believe.

11 MS. ROBINSON: Sound Beach.

12 MR. CHRISTMAN: Sound Beach. Oh. I withdraw
13 the objection.

14 WITNESS ROBINSON: Yes, that is a fair judgment.

15 BY MR. MILLER: (Continuing)

16 Q Now, are you aware Ms. Robinson, that a resolution
17 has been enacted by the William Floyd Union Free School
18 District Board of Education regarding the Shoreham Plant?

19 A (Witness Robinson) Someone else on the panel
20 may be familiar with that one. I am not, and I don't --

21 Q What about with respect to a resolution enacted
22 by the Board of Trustees of the new Interdisciplinary School?

23 A That is outside the planning zone, and I am aware
24 of correspondence from that school district to the Board,
25 but they are outside the planning zone.

1 MR. MILLER: Judge Laurenson, I think to save
2 time and move on, it is my understanding that the resolutions
3 that I have been referring to are attached to the County's
4 testimony on Contention 15. I think it is Attachment 6 to
5 that testimony, so I do not intend to introduce any of these
6 resolutions into the record at this time.

7 MR. CHRISTMAN: That is correct. Of course, we
8 have moved to strike some of those, and you ought to be aware
9 of that.

10 MR. MILLER: We are optimistic.

11 BY MR. MILLER: (Continuing)

12 Q Mr. Weismantle, with respect to the insertion on
13 page 25 of the LILCO testimony, the number 2 of the errata
14 that was filed today, that begins on March 23, 1984, we were
15 informed that the superintendents wanted to hold further
16 group planning efforts in abeyance.

17 Can you tell me, Mr. Weismantle, why this testimony
18 by this paragraph was inserted today into the LILCO testimony?

19 A (Witness Weismantle) As it indicates, this was
20 an update of that particular question to account for an event
21 that happened after we filed, I believe, on March 21st this
22 testimony.

23 Q Now, this insertion, Mr. Weismantle, says that
24 if it were clear the plant would operate, we were led to
25 believe group planning would probably resume. Do you see

1 that?

2 A Yes, I do.

3 Q Can you tell me how LILCO was led to believe that
4 this is the case?

5 A Ms. Robinson can answer that.

6 A (Witness Robinson) I was told in the telephone
7 conversation that many of the school superintendents felt
8 that based on public announcements at that point that there
9 was considerable doubt as to whether or not Shoreham would
10 ever operate, and based on their time constraints, personnel
11 constraints, and -- that they felt that they wished -- and
12 that is why we used the words, 'hold in abeyance,' that they
13 wished to hold the planning effort in abeyance until it was
14 made clear to them one way or another. They did not want
15 to spend their time and their school district resources
16 if the Federal Government was not going to permit the plan
17 to operate, and they were waiting for a clear, positive,
18 indication, and that is what I was told on the telephone.

19 A (Witness Cordaro) When I addressed the
20 Superintendents in the January Meeting we had, they made
21 it clear that they were reluctant -- some of them were
22 reluctant to embark on the planning effort if, indeed, the
23 plant was not going to be licensed. They didn't want to
24 waste their effort. They felt that they were taxed already

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1 in the amount of duties that they had to perform, and didn't
2 want to do it if, indeed, the plant was not going to open.

3 I tried to convince them at that time that even
4 if we did not have a nuclear plant, that these are the kind
5 of planning efforts that should go forward, because if the
6 plans -- their existing plans were inadequate to handle
7 a nuclear emergency, then they were inadequate to handle a
8 natural disaster or some other fast breaking type of man made
9 disaster, which would affect students.

10 However, they still were reluctant because of the
11 uncertainties surrounding Shoreham.

12 Q Let me ask a couple of questions about your
13 statement there, Dr. Cordaro. Are you telling us that the
14 only reason that you were given in January of this year as
15 to why some, as you say, school districts did not want to
16 go forward with the planning effort with LILCO was due to
17 limited resources by the school districts?

18 A That was one of the major reasons indicated to
19 me. And this was in reaction to some statements that I made
20 that, indeed, this kind of planning was required by the
21 State Education Department, it was required for all man made
22 -- foreseeable man made disasters and natural disasters, and
23 that the plans had to be adequate for this purpose.

24 But again, their major reluctance, as I monitored
25 it at this meeting, was to engage resources in an effort which

1 might not be necessary if the plant was not licensed.

2 Q Did any of the school district officials express
3 opposition to the Shoreham Plant for any reason other than
4 limited resources?

5 A I don't recall anyone getting up and giving a
6 speech that said they were opposed to it. We tried to keep
7 the meeting on a different plain, however. We tried to
8 present it on the basis of we didn't want an endorsement
9 of the plant one way or another; we wanted the superintendents
10 to recognize their legal responsibility to come up with a
11 plan adequate to handle nuclear emergencies and other
12 emergencies as well, and they shouldn't perceive this as
13 an endorsement of the plant one way or another, but just
14 perceive it as their responsibility to come up with a plan,
15 and on that basis we were willing to work with the super-
16 intendents to develop the plan.

17 Q Dr. Cordaro, since the January meeting, have you
18 become aware of any school districts that have indicated
19 they no longer -- or they do not wish to participate in
20 planning efforts with Shoreham for any reason other than
21 limited resources?

22 A I think there is some basic -- it is obvious
23 that there is some basic opposition to the plant -- to the
24 Shoreham Nuclear Power Plant -- by individuals influential
25 in some of these school districts who have managed to convince

1 the Boards of these school districts to adopt resolutions and
2 what not, and so there is some general opposition there, and
3 there has been an effective lobbying job done with these
4 school districts by anti-nuclear groups and factions of
5 that nature, and they have been able to convince some of the
6 school districts to take these positions. For general
7 reasons in opposition to nuclear power.

8 But from a substantive standpoint, setting aside
9 the fact of whether the plant is opposed or supported by
10 the superintendents, the only reason put forth for their
11 reluctance to engage in a full scale planning effort, the
12 major reason that I detected at this January meeting was
13 this resource question.

14 Q Dr. Cordaro, your last few statements there,
15 are you saying that all persons that indicated opposition
16 to the Shoreham plan tare anti-nuclear?

17 A I guess you can't say that in an overall sense,
18 of course not.

19 Q I am asking you if you would say that?

20 A No, I am sure there are some sincere people who
21 are just opposed to the Shoreham Nuclear Power Plant.

22 Q Ms. Robinson, let me back up a minute to your
23 phone conversation of March 23. Who was that conversation
24 with?

25 A (Witness Robinson) It was with Mr. Stanley Packman

1 of Boses Two, who had been authorized by the Superintendents
2 Group to telephone me and give me that information, and he
3 had been asked by them to convey that information to me.

4 Q Did Mr. Packman send you anything in writing to
5 document the telephone conversation?

6 A No. I have spoken to him since then on other
7 matters, but no, there has been no documentation of the --
8 it was simply the group had met, they authorized him to
9 call me, and he called me.

10 Q Ms. Robinson, on page 26 of the LILCO testimony,
11 Answer 24, you mention you have recently added a full time
12 planner for schools in LIERO. Can you just tell me who
13 that person is?

14 MR. CHRISTMAN: Objection. Relevance. Is the
15 name important? It seems irrelevant.

16 JUDGE LAURENSEN: Overruled.

17 WITNESS ROBINSON: Her name is Diane Kazner.

18 BY MR. MILLER: (Continuing)

19 Q Can you tell me when she was hired? Generally.

20 A I believe it was February of this year.

21 MR. CHRISTMAN: I will proffer for the record
22 it was February 1 of this year.

23 BY MR. MILLER: (Continuing)

24 Q Mrs. Kazner is an employee of LILCO, correct?

25 A (Witness Robinson) No. Ms. Kazner is a consultant.

1 Q A consultant?

2 A Yes, she is.

3 Q It states that she is a full time planner for
4 schools. Does she work exclusively for LILCO?

5 A At this time, yes, she does. Again, she is
6 employed by a consulting firm, but on full time assignment
7 to LERIO, so in that sense yes, she is a full time employee.

8 Q Mr. Weismantle, also in Answer 24, you discuss
9 generic guidance on sheltering, which is Attachment 37 to the
10 testimony, and sample procedures that reflect, in your
11 words, LERO's planning concepts. And that would be
12 Attachment 38, do you see that?

13 A (Witness Weismantle) Attachment 38, yes.

14 Q Now, neither these generic guidance nor the
15 sample procedures are included in Revision 3 of the LILCO
16 Plan, isn't that right?

17 A No, it wouldn't be appropriate to include them
18 in the LILCO Plan or procedures. These are detailed
19 procedures and guidance that would be normally just used
20 by the schools themselves. They go to a level beyond that
21 you would find in our plan of procedures or anybody's plan
22 and procedures.

23 Q Now, Mr. Weismantle, have any school districts
24 to your knowledge adopted or endorsed or accepted either
25 the generic guidance or the sample procedures referred to

1 in your testimony?

2 A (Witness Miele) As far as the generic guidance
3 for sheltering, yes, some school districts have accepted it.

4 Q Could you tell me which school districts?

5 A Shoreham Wading River, Rocky Point, Mannerville,
6 South Manner School District, not Mannerville. Little
7 Flower. Union Free School, something like that. There
8 have also been a couple of schools outside the ten mile
9 radius that we have also visited and worked with. I believe
10 Santa Mariches. That is all that comes to mind at this
11 point. We have also schedules to go to some parochial
12 schools in the upcoming week.

13 Q Did you say both Mannerville and South Manner?

14 A No. Mannerville is the town that it is in.
15 I believe they named the school district as South Manner.

16 Q And these school districts you have mentioned
17 have specifically accepted the generic guidance that is
18 talked about in your testimony on page 26?

19 A I have met with representatives, either the
20 superintendent, building and grounds people, people who
21 represented the schools, and we discussed these areas.

22 We pointed out locations in their buildings, and
23 they said it looks like a reasonable approach to protecting
24 the school children. I don't know the exact words, but I
25 would say yes, they accepted the concepts of sheltering.

1 Q Yes. That is not my question, Mr. Miele. I want
2 to know if any school district has specifically accepted these
3 generic guidelines that is mentioned in your testimony on
4 page 26. I am not really asking about the schools that you
5 have gone to in terms of your sheltering visits.

6 MR. CHRISTMAN: Objection. Asked and answered.
7 The problem is with counsel's word, 'specifically accepted.'
8 Nobody knows what he means by that.

9 JUDGE LAURENSEN: I think he has answered the
10 question. The objection is sustained.

11 MR. MILLER: Judge Laurenson, I don't believe
12 that he answered. I think there was some miscommunication
13 between Mr. Miele and myself. Perhaps my fault, but I
14 gather from the last part of his answer that he has gone
15 to some school districts, as he mentioned, and he has talked
16 to them about sheltering factors in their schools, and that
17 is not really my question.

18 I would like to know if these generic guidelines
19 that are mentioned in the testimony have been specifically
20 accepted by the schools.

21 JUDGE LAURENSEN: Well, the general question that
22 you asked before, as I recall, was whether any school
23 districts had accepted, or some other words you used, the
24 generic guidance, and then he gave you a list of schools.
25 Now, if you want to follow up on that with some specific

1 questions, I think you can, but not to ask the same
2 question over again.

3 BY MR. MILLER: (Continuing)

4 Q Do you understand, Mr. Miele? My question went
5 to the generic guidance which is mentioned in the LILCO
6 testimony, and is Attachment 37 to the LILCO testimony.

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1 A (Witness Miele) My only problem with your
2 question is what my counselor said on specifically accepted.
3 I really don't know what you mean by that. I believe I
4 did answer your question as best I could.

5 Q When you answered my question, Mr. Miele, with
6 respect to these school districts and attachment 37, what
7 is your understanding as to what these school districts
8 have done in terms of the generic guidance which has been
9 prepared by LILCO?

10 A By scheduling meetings with me, providing their
11 time, providing prints to me of the school, surveying the
12 school, providing various amounts of paperwork, prints,
13 et cetera, I think spending a considerable amount of time
14 shows they are very willing to work with us and plan with
15 us.

16 I have gotten comments that they agree with the
17 concept as presented as generick guidelines for protecting
18 their children. I think they are very willing to work
19 with us and plan with us for the event of a possible
20 emergency at Shoreham.

21 Q With respect to the sample procedures which are
22 attachment 38 to the testimony, have any of the school
23 districts specifically accepted those sample procedures?

24 Anyone on the panel.

25 A (Witness Cordaro) No, I don't think so. I think

1 the formal acceptance or as close as you come to a formal
2 acceptance is going to be when they adopt their plan and
3 whatever language appears in their plan appears in their
4 plan.

5 We are not proposing that they adopt it verbatim.
6 It is just to provide them guidance in drafting their own
7 plans.

8 Q The KLD preliminary sample plan, which is mentioned
9 on page 27 of the testimony and which is attachment 41 to the
10 testimony, has that sample plan been specifically adopted
11 or accepted by any school district to your knowledge,
12 Dr. Cordaro?

13 A Again, it is just a sample plan. I don't think
14 it can be adopted per se. Perhaps someone else has
15 something to add to it. That is all I can say on it.

16 A (Witness Lieberman) That preliminary plan
17 was never submitted for adoption by anyone. Essentially it
18 was a means of describing to the group of school
19 administrators during that meeting the format in which such
20 a plan could be drawn.

21 Q I gather from Mr. Lieberman's comments,
22 Mr. Weismantle, maybe I should ask you, that this KLD sample
23 plan would, therefore, not be in revision 3 of the LILCO
24 plan; is that right?

25 A (Witness Weismantle) No. It illustrated, as it

1 says on the first page, the concepts contained in the
2 emergency plan for Shoreham. And there we are talking about
3 specifically that aspect of revision 3 that goes to the
4 evacuation of the schools. And as indicated, it is one of
5 many alternate plants that could be developed that would
6 provide an adequate basis that was just served up and
7 discussed at the meeting of March 7 to illustrate the
8 concepts in revision 3 as far as emergency evacuation of
9 schools was concerned.

10 Q Just to make sure I understand your answer,
11 Mr. Weismantle, attachment 41, the sample plan, is not
12 in revision 3, correct?

13 A It is not literally in revision 3. It illustrates
14 the concepts that are in revision 3 insofar as evacuation of
15 schools is concerned.

16 Q Would you look, please, Mr. Weismantle, at
17 answer 25 on page 28 of the LILCO testimony?

18 JUDGE LAURENSEN: Before we move on to that,
19 would this be an appropriate time to take a luncheon
20 recess, or do you want to follow up on that?

21 MR. MILLER: This is a fine time to take lunch
22 break.

23 JUDGE LAURENSEN: All right.

24 At this time then, we will take our luncheon
25 recess so everyone can go outside and not see the eclipse.

1 We will be back at 2:15.

2 (Thereupon, at 12:50 p.m., the hearing was
3 recessed, to reconvene at 2:15 p.m., this same day.

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AFTERNOON SESSION

(2:15 p.m.)

1 JUDGE LAURENSEN: We are back on the record.

2 Mr. Miller?

3 BY MR. MILLER:

4 Q Could you look please at page 28 of the LILCO
5 testimony which is answer 25, Mr. Weismantle.

6 There is a statement set forth right below the
7 material that was stricken by the Board that talks about,
8 I gather, the three reasons that LILCO believes that the
9 schools by and large will plan for an emergency at
10 Shoreham. And those statements continue over to page 29.

11 Do you see that?

12 A (Witness Weismantle) Yes, I do.

13 Q Now, the first reason is that, in your opinion,
14 there is a requirement imposed by the state of New York
15 that schools be prepared for various types of emergencies,
16 including radiological emergencies. Do you see that
17 statement?

18 A Yes.

19 Q I gather that your statement in this regard is
20 based upon attachments 15, 16, and 17 to the LILCO
21 testimony; is that right?

22 A Yes. That illustrates the point we are making here.

23 Q Is there any basis to your testimony other than
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1 those attachments?

2 A Well, those attachments illustrate the point that
3 the state of New York has requirements that these schools
4 have disaster plans. We have heard -- people have told us
5 that.

6 There are other bases, I am sure. Perhaps
7 Mrs. Robinson might mention some of them. But these
8 attachments are three examples that support that statement.

9 Q Could you tell me, Mr. Weismantle, if any New
10 York State official has personally told you that there is a
11 state requirement that schools prepare for radiological
12 emergency?

13 A I haven't spoken with a New York State official
14 directly, personally on that matter.

15 Q Let me ask the panel in general if any New York
16 State official has personally told any member of this
17 panel that there is a state requirement requiring that there
18 be planning for radiological emergency by schools?

19 A (Witness Robinson) The attorney for BOCES 2
20 was the one who contacted the New York State official.
21 He was -- the information in these attachments was confirmed
22 to him, and then he told me that as well as other people on
23 the panel.

24 I did not have the discussion directly.

25 Q Your discussion was not directly with the attorney

1 for BOCES?

2 A It was with the attorney for BOCES. It was not
3 with the state official.

4 Q I gather for the rest of the panel that there
5 have been no personal conversations or discussions with the
6 New York State officials in this regard; is that correct?

7 A (Witness Lieberman) Correct.

8 A (Witness Miele) Correct.

9 A (Witness Cordaro) Correct.

10 A (Witness Weismantle) Correct.

11 Q Let me ask you, Mr. Weismantle, your opinion
12 regarding this New York State requirement. Is it that there
13 is a requirement to plan when a nuclear power plant is
14 located outside the school district?

15 A When a plant is located outside the school
16 district?

17 Q Yes, sir.

18 A Yes. You know, I don't think there is anything
19 in these attachments that indicate it is only supposed to
20 cover a situation where the plant is physically located within
21 the school district.

22 Q Is it your understanding, Mr. Weismantle, that
23 this New York State requirement applies where the school
24 district lies outside an emergency planning zone for a nuclear
25 plant?

1 A (Witness Weismantle) I don't think you will
2 find anything in the attachments that define proximity
3 to a nuclear plant or to an EPZ or set a proximity as a
4 condition for whether an emergency plan should be
5 established by a particular district.

6 Q Are you saying, Mr. Weismantle, that regardless
7 of distance between a school district and a nuclear plant,
8 that school districts within the state of New York are
9 required to plan for radiological emergency?

10 MR. CHRISTMAN: Objection. I think that counsel
11 is trying to reopen the issue of how big the EPZ should be.

12 MR. MILLER: That is not my intent at all.

13 JUDGE LAURENSEN: I think that we have had
14 some objections made in the past by the county to the
15 witnesses' testimony concerning their understanding or
16 interpretation of legal requirements. We have denied those
17 motions to strike saying that the witnesses could submit
18 their interpretation but with the clear understanding that
19 they could be cross-examined on this.

20 So arguments could be made as to what weight
21 should be given. Consistent with those prior rulings,
22 we overrule the objection to this question.

23 BY MR. MILLER:

24 Q Would you like for me to rephrase --

25 A Yes.

1 Q Let me try to tell you what I am getting at.
2 I am trying to understand your opinion as to where the line
3 is or should be drawn with respect to your understanding of
4 this New York State requirement.

5 Let me ask you a hypothetical. Perhaps maybe
6 that would help.

7 Is it your understanding that if, for example,
8 a school district is located 100 miles from a nuclear power
9 plant, that that school district has an obligation or is
10 required by New York State law to plan for a radiological
11 emergency?

12 A No. I wouldn't think that it was a requirement
13 that it be required to plan for a radiological
14 emergency if it was 100 miles distant from the nearest
15 nuclear facility.

16 As a practice, the counties who have developed
17 plans around the operating plants in New York have included
18 those school districts within the EPZ. That is the way, as
19 a practice, these regulations have been implemented around
20 other operating facilities.

21 In other words, similar to the scope of our plan
22 around Shoreham.

23 Q You mentioned, Mr. Weismantle, these regulations.
24 What regulations are you referring to?

25 A The regulations that are referred to in the three

1 attachments, 15, 16, and 17. And in particular, 17 makes
2 it very clear that they are minimum requirements for schools
3 in New York State.

4 And on page 19 of attachment 17, it makes it very
5 cleary that each district must review and update the
6 district's emergency disaster plans and man-made disasters
7 are included which take the form of technological failures,
8 accidents involving nuclear and chemical production
9 facilities, et cetera.

10 Q And to make sure I understand your testimony,
11 Mr. Weismantle, is it your opinion that it is just those
12 school districts within an emergency planning zone for a
13 nuclear power plant that are required by New York State law to
14 plan for a radiological emergency?

15 A That are required to plan for a nuclear power
16 plant disaster or a nuclear disaster which might include
17 the transportation of materials or an attack.

18 Q I am talking about -- let's just talk about
19 nuclear power plants, commercial plants.

20 Is it your understanding that it is the
21 New York State requirement that only those schools within the
22 emergency planning zone for the nuclear power plant that must
23 plan for a radiological emergency?

24 A It is my understanding that in practice those
25 districts which have some or all of their students resident

1 within the EPZ around operating plants are included in this
2 regulation and, in fact, included in emergency plans
3 around the other facilities. And that is similar to what
4 we are proposing at Shoreham.

5 Q So it would be schools within the emergency
6 planning zone and any school outside the zone which would
7 have students residing within the EPZ; is that correct?

8 A Essentially, except it is typically done on
9 a district basis rather than a particular school basis.

10 Q Now, again with respect to your understanding
11 of this New York State requirement, do you believe that
12 the requirement applies only to an operating nuclear
13 power plant?

14 Mr. Weismantle, can you answer my question?

15 A I would have to look further in here, and I
16 am not sure if I could answer it even then.

17 A (Witness Cordaro) I think the sense of the
18 regulations, as I read the attachments and have been
19 involved with discussions with state people involved in
20 emergency planning, it is really planning for any conceivable
21 accident that has any reasonable degree of probability of
22 occurring. There is a rule of reason applied here, some
23 sort of common sense.

24 To try to pick the types of events that have
25 a reasonable possibility of occurring and then plan in detail

1 for them.

2 I think that beyond that it is implicit in the
3 regulations that emergency plans be developed that have the
4 kind of flexibility so they can be adopted at any
5 point in time to handle an individual emergency or disaster
6 which hasn't been anticipated in a broader sense.

7 I think a good emergency plan will stand that
8 test whether it is for a radiological emergency or some
9 other type of technological disaster, even a natural
10 disaster.

11 MR. MILLER: I am going to move to strike
12 Dr. Cordaro's answer. My question was whether it is the
13 understanding of this panel that the New York State
14 requirement applies only to an operating nuclear power
15 plant.

16 That answer was completely unresponsive to that
17 question.

18 JUDGE LAURENSEN: As I recall, he indicated at
19 the beginning of his answer that he understood that there was
20 a rule of reason to be applied by the state of New York in
21 determining this. So I think it is responsive.

22 The motion to strike is denied.

23 BY MR. MILLER:

24 Q Dr. Cordaro, are you able to give me a yes or a
25 no answer to my question regarding the applicability, in

1 your opinion, of this New York State requirement to an
2 operating power plant?

3 A What applicability?

4 Q I am asking whether the requirement, if
5 indeed that requirement exists, applies only to an
6 operating nuclear power plant?

7 A No. No.

8 Q Mr. Weismantle, would you agree with Dr. Cordaro's
9 opinion in that regard?

10 A (Witness Weismantle) Yes, I think I would agree
11 with him.

12 Q Can you show me anywhere in attachments 15, 16, or
13 17, Mr. Weismantle, where it is stated that there is any
14 requirement of any kind by New York State for a nonoperating,
15 nonlicensed nuclear power plant?

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1 MR. CHRISTMAN: Objection. Irrelevant. If we
2 don't have an operating power plant, nobody needs an emergency
3 plan for it. The whole question is, what you do when your
4 plant operates.

5 JUDGE LAURENSEN: I'm not sure what the relevance
6 of this line of questioning is, Mr. Miller.

7 MR. MILLER: I guess I find the relevancy, Judge
8 Laurenson, the fact that we have testimony here on Pages 28
9 and 29 which talk about a New York State requirement. The
10 LILCO witnesses seem to be telling me that in their opinion
11 this requirement presently exists and yet we do not have at
12 the present time an operating licensed nuclear power plant.

13 I don't understand exactly how the witnesses can
14 tell me that in their opinion there is a requirement to plants
15 other than just operating plants and at the same time Mr.
16 Christman can object to my questions regarding a non-operating
17 plant.

18 JUDGE LAURENSEN: This seems to be a circuitous kind
19 of discussion. I still don't follow what the relevance of any
20 of this is to the issues in this contention.

21 MR. MILLER: Well, I would agree with your analysis,
22 Judge Laurenson, and maybe if the -- if LILCO would agree to
23 strike from their testimony the areas I'm examining on Pages
24 28 and 29 I would be more than happy to move on.

25 MR. CHRISTMAN: Not a chance.

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(Laughter.)

2 JUDGE LAURENSEN: To the extent there is an
3 objection on the floor, I sustain the objection on relevancy
4 grounds.

5 BY MR. MILLER: (Continuing)

6 Q Mr. Weismantle, the second reason that's set forth
7 on Page 28, at the bottom of Page 28, that it makes sense to
8 plan for a radiological emergency because the plan can be
9 used to improve the response to other sorts of emergency.

10 This is LILCO's judgment; is that correct?

11 A (Witness Weismantle) I suppose you could
12 characterize all of this testimony LILCO's judgment among
13 other things. But, yes, this is our judgment. We think,
14 as Dr. Cordaro indicated before and he communicated it to
15 the superintendents and their representatives in January,
16 there is a definite benefit for developing plans for radio-
17 logical emergency in that they could be applicable to other
18 types of disasters. You have to look at the whole thing
19 as part of a planning fabric, in that planning for radiologi-
20 cal emergencies employs many of the same principles as plan-
21 ning for other types of disasters.

22 And you get benefits by planning for this type of
23 emergency, benefits that could be applicable to other types.

24 Q And when you state, Mr. Weismantle, at the top of
25 Page 29 your third reason, that we would expect the school

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2 officials to recognize that Shoreham may operate and to be
3 influenced primarily by their desire to protect their students
4 in the event it does.

5 I gather, Mr. Weismantle, that that statement is
6 a statement of what LILCO believes to be the case; is that
7 correct?

8 A Yeah, we believe it to be the case based on our
9 meetings with school officials and the general tenor of them,
10 and things that were said by them. We think in general the
11 school officials feel a responsibility to their students. And
12 if Shoreham were to operate, they would definitely provide
13 the working -- provide the plans they felt were appropriate to
14 protect the students in their charge.

15 Q Mr. Weismantle, you just stated that in general
16 you feel that the school officials feel a responsibility to
17 their students.

18 Is it your opinion that school officials who oppose
19 the opening of Shoreham, or school officials who are testifying
20 in this proceeding on behalf of the County, do not feel a
21 responsibility to their students?

22 A No, I didn't say that.

23 Q Do you feel that way?

24 A No. What I feel is that in the event they perceive
25 Shoreham will open, even those school officials who are at
this point in time opposed to the opening of Shoreham would be

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1 influenced by their desire to protect their students and
2 would proceed accordingly.

3 Q That's your belief, correct?

4 A That's my belief based on our meetings with school
5 officials.

6 Q And at these meetings that you refer to, Mr.
7 Weismantle, with school officials, can you recall being
8 specifically told by school officials from all the school
9 districts within the EPZ that they will do as you believe and
10 plan for an emergency at the Shoreham plant?

11 A I can recall at least one incident where a school
12 official indicated that despite the position, at least his
13 district was taking, and I can recall also the general tenor
14 of these meetings which in January and March in particular,
15 which indicated a sense of responsibility on the part of the
16 school officials who were there, as indicated by Mrs. Robinson,
17 the communication with Mr. Packman in March, specifically re-
18 lated concerns about allocating their resources in light of
19 what they perceived was uncertainty about the opening of the
20 plant.

21 That reinforces my impression from these previous
22 meetings.

23 Q The one specific school official you recall, Mr.
24 Weismantle, was that someone from the Shoreham Wading River
25 school district?

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- 1 A No. It was Dr. Muto.
- 2 Q And it's your testimony that Dr. Muto told you
3 what?
- 4 A I recall him saying at a meeting that was held
5 that he felt a responsibility should the plant open to develop
6 the best emergency plans possible.
- 7 Q Mr. Weismantle, the question, Question 26 on Page
8 29 of the LILCO testimony, talks about emergency plans. I
9 gather that these are not emergency plans for a radiological
10 emergency at Shoreham; is that correct?
- 11 A This is Question 26?
- 12 Q Yes. You talk about the present emergency plans.
13 I'm trying to understand what emergency plans you are talking
14 about.
- 15 A Yeah. The general -- this refers to existing
16 go-home plans in terms of them being adequate for a response
17 to an accident at Shoreham.
- 18 Q These are plans, for example, for early dismissal
19 due to snowfall; is that right?
- 20 A Yes.
- 21 Q Would you look, Mr. Weismantle, on Page 30,
22 Answer 28? There is a statement towards the bottom of the
23 page, but even if some schools refuse to participate an
24 effective emergency response for those schools can still be
25 implemented if only the school authorities and administrators

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2 are willing, if an accident ever occurs, to do what is best
3 for the students in their charge, to do that is what will
4 result in the greatest dose savings.

5 Do you see that statement?

6 A That's right.

7 Q This statement, Mr. Weismantle, assumes some pre-
8 planning by the schools for Shoreham, doesn't it?

9 A No, not necessarily. We go on later in this
10 testimony to outline what could be done if this certain school
11 district still refused to preplan even if Shoreham goes into
12 operation. And that's outlined later on in testimony.

13 Q As of now, Mr. Weismantle, there has been no
14 preplanning as such with LILCO regarding the Shoreham plant,
15 isn't that correct?

16 MR. CHRISTMAN: Objection. That's answered in
17 the testimony. Asked and answered throughout here. All you
18 have to do is read the testimony to have the answer to that.

19 JUDGE LAURENSEN: Overruled.

20 WITNESS WEISMANTLE: There has been a lot of pre-
21 planning. Again, as Mr. Christman indicates, it is spelled
22 out in the testimony and also in Dr. Doremus' testimony.

23 BY MR. MILLER: (Continuing)

24 Q Let me ask you this, Mr. Weismantle, how do you
25 define preplanning?

A I define it as doing things that would facilitate

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1 an appropriate response, in this case, to a radiological
2 emergency.

3 Q Now, if a school simply requested from LILCO a
4 tone alert radio and that was the extent of the school's
5 involvement with the Shoreham plant would that, in your opinion,
6 amount to preplanning by that school?

7 A That's an aspect of preplanning, yes. That's,
8 in fact, a major aspect, the fact that they would directly be
9 notified of the nature of an emergency and of recommendations
10 that would be made by LERO if appropriate at that stage of the
11 emergency.

12 Q Well, Mr. Weismantle, if the mere request of a
13 tone alert radio and nothing more in your opinion constitutes
14 preplanning, it's not very hard really, is it, to say that
15 the schools have been involved with preplanning with LILCO
16 regarding Shoreham?

17 MR. CHRISTMAN: Objection. Argumentative, and
18 the nature of the word "preplanning" which was chosen in this
19 case by counsel is not probative or relevant to the issues.
20 It's just a dispute over some word chosen by a lawyer.

21 JUDGE LAURENSEN: I think this is argumentative.
22 Sustained.

23 BY MR. MILLER: (Continuing)

24 Q Mr. Weismantle, the statement there at the end of
25 the page about -- to do what will result in the greatest dose

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1 savings, I gather this is dose savings as judged by LILCO
2 during an emergency; is that correct?

3 A As judged by LERO.

4 Q Now, on Page 31, Mr. Weismantle, Answer 30 begins,
5 the first sentence: We do not regard the schools as support
6 organizations for which written agreements are required under
7 NRC regulations and guidelines.

8 Do you see that statement?

9 A That's correct.

10 Q Now, Mr. Weismantle, you would agree, wouldn't
11 you, that the LILCO plan cannot be implemented without school
12 officials performing certain activities?

13 A I would like you to define what you mean by
14 implemented exactly.

15 Q Well, carried out. Can the LILCO plan be carried
16 out without school officials performing certain activities?

17 A Well --

18 MR. CHRISTMAN: Clarification. Objection. Are
19 we asked to assume in this hypothetical that the school -- all
20 school officials no longer exist for the purposes of this
21 question?

22 Is that what we are asked to give an opinion
23 about?

24 MR. MILLER: I don't understand.

25 JUDGE LAURENSEN: I don't understand either. Is

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1 that a question, an objection, or a clarification?

2 MR. CHRISTMAN: That's an objection, because the
3 question is vague. He is asking I believe if functions by
4 school officials are required to implement the plan. And I
5 don't understand whether he is asking the witness to assume
6 that school officials do nothing or don't exist and then asking
7 whether we could do an emergency plan or whether he is assuming
8 that they would be there and do something.

9 He says -- it sounds like he is asking to assume
10 the nonexistence or the non-functioning in toto of school
11 officials. In the first place, it's a meaningless question
12 if that's the case; and, in the second place, I don't under-
13 stand it if that's the case.

14 JUDGE LAURENSEN: If it's an objection, it is
15 overruled.

16 BY MR. MILLER: (Continuing)

17 Q Do you remember the question, Mr. Weismantle?

18 A You had better repeat it.

19 Q Would you agree that the LILCO plan cannot be
20 implemented or carried out without school officials performing
21 certain activities?

22 A Well, it couldn't be carried out as effectively,
23 for instance, if certain school officials disregarded your
24 recommendation and may do things contrary to it, just like
25 if a member of the public disregarded your recommendation to

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1 shelter or evacuation, that obviously they would be frustrat-
2 ing the perfect implementation of the plan and the degree to
3 which it would be frustrated would depend on their actions,
4 whether it's LILCO's plan or anybody else's plan.

5 Q Would you say, Mr. Weismantle, it's fair to say
6 that the fact of school officials performing activities is
7 necessary to the LILCO plan?

8 A Well, it's necessary to implement it precisely as
9 intended obviously to the degree in which school officials
10 might make decisions counter to, for instance, a recommendation
11 of sheltering. If they decide to send the kids out in the
12 school yard, yeah, the plan would not be implemented as
13 originally -- as conceived. But so would it be if an individual
14 resident sent their kids outside when they were asked to
15 shelter.

16 Q Mr. Weismantle, would you look please at Answer 32
17 on Page 32?

18 A (Witness complying.)

19 Q There is a discussion of the lack of agreements
20 with the parents of nursery school students. Is it your
21 understanding that the parents of all nursery school students
22 are willing to have their children driven by buses, driven
23 by LILCO bus drivers?

24 A I can't speak -- I can't make a generalization about
25 the parents of nursery school students on this or virtually

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1 anything else. The question goes to whether or not we have
2 agreements with the parents.

3 Q And the answer is, you don't?

4 A Yes, as we answered. We don't have agreements, nor
5 do we believe any are required.

6 Q Now, Mr. Weismantle, Answer 33 is a statement that
7 talks about lack of agreements with school bus drivers, and the
8 last sentence says: Our understanding of NRC regulations is
9 that they do not require agreements with individual bus
10 drivers.

11 Do you see that?

12 A That's right.

13 Q Can you tell me what NRC regulations you believe
14 do not require agreements with bus drivers?

15 A Well, the general regulations. I'm not sure how
16 explicit we cite them earlier in this testimony. 10 CFR
17 regulations and NUREG 0654. I don't believe there is anything
18 in there that could be construed as requiring such agreements.

19 (Witness Cordaro) I think these regulations, as
20 they have been interpreted in other particular power plant
21 cases, Indian Point, Ginna, and so forth and so on, there is,
22 to my knowledge, no requirement for agreements with individual
23 bus drivers or none exist.

24 (Witness Robinson) I would just like to add at
25 this point that diligent inquiry on our part has turned up no

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such example. And again, it has been very diligent inquiry.

2 Q Do you know of an example, Mrs. Robinson, of
3 another plant where there are agreements with bus drivers?

4 A Individual agreements with bus drivers to perform
5 their function to move school children, that's correct.

6 Q Mr. Weismantle, going back to my question, is
7 it primarily NUREG 0654 that you place reliance on for your
8 statement?

9 A (Witness Weismantle) Well, I think I answered it,
10 and I agree with the amplification that Dr. Cordaro and Mrs.
11 Robinson provided. So, it's all those things.

12 Q Let me ask you again, Mr. Weismantle, in Question
13 34, again there is a statement about emergency plans,
14 basically undefined. Are these again plans, for example,
15 early dismissal plans for snow?

16 A Well, at this time they are but the question goes
17 to the future and indicates we will intend to get copies of
18 emergency plans that relate to radiological emergencies and
19 keep them updated.

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1 Q That assumes that the schools will enact plans
2 that relate to realized emergencies, doesn't it?

3 A Well, for us to get copies, yes, it does assume
4 that.

5 Q Will you look please at Question and Answer 37,
6 at page 34. There is a statement in the answer that says:
7 Under the early dismissal option, the schools would simply
8 initiate the early dismissal plans that they presently use
9 for snow emergencies, do you see that?

10 A Yes.

11 Q This statement, Mr. Weismantle, depends upon
12 certain assumptions being met, doesn't it?

13 MR. CHRISTMAN: Objection. Vague.

14 MR. MILLER: Let me go through the assumptions
15 that it depends upon, Mr. Weismantle. You tell me if you
16 agree or not.

17 BY MR. MILLER: (Continuing)

18 Q Does it assume that bus drivers can be located
19 to bus the children away from the schools?

20 A (Witness Weismantle) Well, again, just as I
21 suppose you could raise the same question about sending the
22 children home early in a snow emergency, to effectuate the
23 plan, you would need to get bus drivers to drive the buses,
24 among other things.

25 Q Does it assume, Mr. Weismantle, that bus drivers

1 once located will report?

2 A Yes, certainly, it assume they will report. They
3 will report with buses, and they would drive the kids home
4 in accordance with the individual school district's plan.

5 Q Does the statement assume, Mr. Weismantle, that
6 the schools will dismiss these students even if parents of
7 the students cannot be contacted?

8 A I am not that cognizant of individual provisions
9 of go home plans, and whether or not there is a caveat in
10 them for later contacting parents. Perhaps someone else
11 on the panel --

12 Q Let me make sure you are understanding my
13 questions, Mr. Weismantle. I am talking about your statement
14 under the early dismissal option, and I assume that that is
15 the option that is set forth in the LILCO Plan. I am not
16 talking about individual school districts go home plans, now.
17 I am talking about the early dismissal option in the LILCO
18 Plan.

19 Now, under that option is there an assumption in
20 your statement that the schools will dismiss their students
21 even if the parents of those students cannot be contacted?

22 A All we are saying here is -- what we are
23 recommending is that the schools simply do what they normally
24 do. I know that some of them contact the parents. Whether
25 all of them do ahead of time, or it is in parallel, I can't

1 say. I don't have that information.

2 Q Okay. Do you know, Mr. Weismantle, is there an
3 assumption that there would be school personnel available
4 to take care of students until the early dismissal option
5 could be fully implemented?

6 A I think, you know, just as common sense you
7 would have to have a limited number of school personnel
8 available to efficiently conduct an early dismissal.

9 Q Does the statement, Mr. Weismantle, assume that
10 there would be enough time and resources -- that is, buses --
11 to get the students home from school -- to get those students
12 home from school?

13 A By definition to implement early dismissal you
14 have to have resources to do it. That is not to say you
15 have to have precisely the resources you planned on, but
16 you have sufficient resources to accomplish the objective
17 of getting the students home.

18 Q Now, after my series of questions, Mr. Weismantle,
19 let me go back to my original question. The statement that
20 under the old dismissal option, the schools would simply
21 initiate the old dismissal plans that they presently use
22 for snow emergencies? That statement depends upon certain
23 assumptions, doesn't it?

24 MR. CHRISTMAN: Asked and answered. Objection.

25 JUDGE LAURENSEN: I think he asked the question,

1 and you objected, and he withdrew it, and --

2 MR. CHRISTMAN: He asked individual assumptions,
3 and now he is just asking -- didn't I just ask you about
4 assumptions. It is duplicative, and it has been asked and
5 answered.

6 JUDGE LAURENSEN: I think this is broader than
7 the questions he has asked before. The objection is
8 overruled.

9 WITNESS WEISMANTLE: It is dependent on a number
10 of assumptions just like any action that you postulate. It
11 is dependent on certain assumptions for its implementation.

12 BY MR. MILLER: (Continuing)

13 Q Mr. Weismantle, could you look please at Answer 38
14 on page 36 of the LILCO testimony. There is a statement that
15 says: Moreover, we felt that Suffolk County should reasonably
16 be expected to support a go home plan. Judging from the
17 views of one of its consultants, Dr. Erickson.

18 Do you see that statement?

19 A (Witness Weismantle) This is on page 36.

20 Q Yes.

21 A Yes.

22 Q Now, Dr. Erickson was a witness for Suffolk
23 County on the issue of role conflict, isn't that right?

24 A Yes, I believe he was.

25 Q To your knowledge, Mr. Weismantle, has he testified

1 in any way on the County's behalf on the contentions
2 regarding schools?

3 A In this proceeding?

4 Q Yes.

5 A I am not aware of it. I don't recall reading
6 any testimony he might have proffered on schools.

7 Q Now, in part here, Mr. Weismantle, you rely on
8 the statements of Dr. Erickson to support your testimony, is
9 that a fair statement?

10 MR. CHRISTMAN: I object to the characterization
11 of the testimony. We don't rely on Dr. Erickson's views.
12 It is obvious from the testimony --

13 JUDGE LAURENSEN: I think the witness should
14 answer this rather than the attorney, so I think we should
15 let Mr. Weismantle give the testimony here.

16 The objection is overruled.

17 WITNESS WEISMANTLE: I think this statement speaks
18 for itself. This is in answer to a question of why was the
19 early dismissal option included in the Plan, and elaborates
20 why it appears to us that one of your consultants, Dr.
21 Erickson, would probably support early dismissal, and it
22 goes on to quote statements that he made at several licensing
23 procedures at other nuclear plants.

24 BY MR. MILLER: (Continuing)

25 Q Let me ask you about those statements, Mr.

1 Weismantle.

2 The first one is you say his testimony about the
3 Three Mile Island accident, and that Dr. Erickson testified
4 about TMI 1981.

5 Now, can you give me a citation to that testimony?

6 A I don't have a citation with me.

7 Q Can anyone on the panel give me a citation to
8 this testimony?

9 (NOTE: No response.)

10 Q I gather the answer is no.

11 A No.

12 Q Do you know, Mr. Weismantle, what contention in
13 the TMI proceeding Dr. Erickson was testifying about?

14 A I don't recall the precise contention. As
15 indicated in the testimony, this statement is in relationship
16 to his criticism of plans that would evacuate school children
17 separately.

18 A (Witness Robinson) If I could just interject
19 here. In preparing this testimony, we reviewed a great many
20 documents trying to see if there was a concensus of opinion
21 on best way to proceed with this, realizing that it is a
22 difficult issue, and these were among documents that were
23 reviewed.

24 But they were not the only ones reviewed. They
25 were just among those reviewed , and there was a great deal

1 of paper involved in the process.

2 Q Let me ask you, Mr. Weismantle, if you know the
3 context of the testimony that was given by Dr. Erickson in
4 the TMI proceeding?

5 A (Witness Weismantle) Without refreshing my
6 memory, I wouldn't want to characterize the context beyond
7 what I have already done in our testimony itself.

8 Q Let me ask you the same questions about your
9 statement regarding Dr. Erickson's testimony at Dieblo
10 Canyon in 1982. Can you give me a citation for that?

11 A Again, if you are going to ask me the same
12 questions, I would have to refresh my memory on the citation
13 or a further characterization of the context.

14 Q Can you give me a citation for Dr. Erickson's
15 testimony in the Indian Point proceeding, which is mentioned
16 on page 37 of your testimony.

17 A Well, I do have with me sections of the opinion
18 on Indian Point, and I might be able to find a citation in
19 here, although it would take a while.

20 I haven't, you know, looked at the records of the
21 proceeding recently, so I am not prepared to do that right
22 now.

23 A (Witness Cordaro) If you like, Mr. Miller, we can
24 go back and do some research and dig up the citations that
25 refer to these particular sections.

1 MR. CHRISTMAN: We can proffer for the record
2 that the Indian Point testimony is from Dr. Erickson's
3 written prefiled testimony in that proceeding. I do recall
4 that. The others we can certainly find, as the witness
5 suggests.

6 MR. MILLER: Yes, but I was asking the witnesses
7 for their recollection regarding these citations.

8 MR. CHRISTMAN: Fair enough.

9 BY MR. MILLER: (Continuing)

10 Q Can you tell me, Mr. Weismantle, is the basis for
11 your statement in the Purpose Section of this testimony, where
12 you say, on page 1, that the early dismissal approach has
13 been endorsed by FEMA.

14 Is the basis for that statement your testimony
15 on page 37 and 38 regarding your views that FEMA has
16 recommended an early dismissal plan?

17 A (Witness Weismantle) Yes, in their prefiled
18 testimony November 18th, Mr. McIntyre's testimony, I
19 believe.

20 Q Is it your understanding, Mr. Weismantle, that
21 in his testimony before this Board, Mr. McIntyre recommended
22 early dismissal?

23 A In his prefiled testimony, as we quoted on the
24 top of page 38, he expresses the hope consideration will be
25 given to adopting the option.

1 Evidentially, he didn't realize that the Plan from
2 Revision 0 through Revision 3 had adopted that early
3 dismissal option similar to what was done in Westchester
4 and other counties around Indian Point, so yes, it is my
5 understanding that he was recommending that.

6 Q Now, let me ask you about one more citation,
7 Mr. Weismantle. The Indian Point Licensing Board statement,
8 your testimony regarding that Indian Point Board, on page 38,
9 can you give me the citation?

10 A Yes, I can. That is on page 266, the last
11 sentence in this second paragraph on that page, and I will
12 read it: The State appears to be enthusiastic about the
13 provision and intends to fund its implementation if the
14 Counties care to implement; and what that refers to is
15 -- can be seen earlier in the paragraph, is a proposal by
16 the new Westchester County Executive calling for sending
17 school children home at an earlier stage in the alert
18 classification, where they could evacuate. And it cites
19 Davidoff/Check CZECH testimony at transcript 11466-68.

20 MR. CHRISTMAN: For the record, the witness
21 is reading from the Slip Opinion in that decision, which
22 I think was dated October 24, 1983. He is not reading from
23 the published version.

24 BY MR. MILLER: (Continuing)

25 Q Mr. Weismantle, you say that based upon your

1 understanding of the Indian Point proceeding, that the State
2 of New York appeared to be enthusiastic about plans to send
3 school children home at the elert stage of an emergency,
4 do you see that?

5 A (Witness Weismantle) That is right.

6 Q Do you have any reason to believe that the State
7 of New York is enthusiastic about LILCO's proposals to
8 early dismiss school children in the event of an emergency
9 at Shoreham?

10 A What we are referring to here is the State
11 position on a similar situation around another power plant.
12 I was citing this to point out in a similar situation the
13 State's witnesses, who by the way are full time disaster
14 planners. In fact, nuclear disaster planners, with Mr.
15 Davidoff heading up the Staff, were enthusiastic about
16 the provision in a similar circumstance.

17 Q Back to my question, Mr. Weismantle, do you have
18 that same feeling for the State's enthusiasm in this
19 proceeding?

20 A I think it is obvious the State is taking a
21 different position in this proceeding, and I am -- well, I
22 will leave it at that.

23 Q In the next paragraph, on page 38, Mr. Weismantle,
24 it is stated that the major advantage of using a preexisting
25 early dismissal plans, is that the schools are experienced

1 in using them, since they are used not infrequently.

2 Do you see that?

3 A That is right.

4 Q You are not saying here are you, Mr. Weismantle,
5 that the schools have experience in dealing with radiological
6 emergencies?

7 A No, I am not saying that. They are used in snow
8 emergencies, and I think there may have been an instance of
9 a brush fire recently, where a school district, or school
10 implemented early dismissal. There have been instances
11 where there have been -- has been a need to evacuate a
12 building, I think, because of a perceived situation of
13 chemical fumes and that sort of thing. But primarily snow
14 emergencies is the experience schools have

15 A (Witness Robinson) If I could just add here.
16 One of the things that has come out of our discussions is
17 how frequently schools are forced to deal with emergencies,
18 including not just weather emergencies, but fires, bomb
19 threats, in some cases the actual existence of those.

20 Loss of utilities is one that has affected a number
21 of school districts over time, and so that while none of us
22 would call a nuclear emergency anything approaching common,
23 emergencies, at least from my considerable dealings with
24 school districts, are not uncommon.

25 Q Do you equate the kinds of emergencies, Ms. Robinson,

1 which you say are not uncommon, with radiological emergencies?

2 A Yes, I do, because the principle is the same of
3 moving children from an area of potential danger to one of
4 safety, and doing it efficiently, and in that sense I think
5 they are definitely equivalent.

6 Q Mr. Weismantle, on page 39, Answer 40, there are
7 some times set forth, and there is a statement that you believe
8 the following are the correct estimated times under normal
9 conditions to get the students home in the various school
10 districts.

11 When you say, 'normal conditions,' I am a little
12 confused. You are talking here about early dismissal plans
13 that would be enacted, for example, in bad weather, is that
14 right?

15 A (Witness Weismantle) Yeah. What our understanding
16 of the basis for these time estimates were was not, I would
17 say a snow condition, whereby the roads were blocked and
18 substantially hindered the early dismissal implementation,
19 but something where early dismissal might be adverse weather,
20 but early dismissal was not substantially delayed because
21 of snow drifts and other impediments that would substantially
22 delay the buses.

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1 Q But it is your understanding that despite
2 the language "normal conditions," these estimates would
3 be for where there is some bad weather?

4 A I defer to Ms. Robinson.

5 A (Witness Robinson) In some cases the estimates
6 were based on statements made to us. In other cases, they
7 were included in the early dismissal -- the existing early
8 dismissal plans which were turned over to us by some of
9 the schools. In questioning that term and the way they --
10 at least the people I spoke to directly -- arrived at this
11 was, they added up the times that they figured the runs
12 to take. In one case it was the result of an actual
13 dismissal program. But essentially, they were adding up
14 their normal times and saying, if there were no, again,
15 snow blocked roads, no slippery roads, that this is how
16 long it would take them to get their kids from school to
17 home.

18 I don't think it would preclude a day like today,
19 but it would preclude conditions that can exist in a
20 heavy snow storm.

21 Q Would it preclude a sunny, fair, dry day?

22 A No. Absolutely not.

23 Q Okay.

24 Can you tell me, Mrs. Robinson, the end points
25 of these times? That is, where do the times begin and end?

1 Is it with the school principal announcing an early
2 dismissal or is it where the students board the bus or
3 what?

4 A Again, to be specific, in the cases where I had
5 discussions of this, it included the time to get busses --
6 and, again, I am going to have to go into a time period
7 frame that I think Mr. Lieberman may be better able to
8 explain than I can, but let me just start it.

9 That is that there are essentially three time
10 frames for those periods where schools are in session.
11 One of them is where the children are being brought to
12 school and busses would have to be turned around and sent
13 home. And there is also the time frame where they are
14 normally being sent home and you simply would have to speed
15 up the procedure.

16 There is another block of time in the middle of
17 the day where you actually have to call in bus drivers
18 and pick up busses from the yard. And that is the longest
19 time span.

20 A (Witness Lieberman) Yes. As I recall, this
21 was the elapsed time from the point where the busses
22 were summoned to the point where the children arrived home.

23 Q So that would be, Mr. Lieberman, according to
24 Mrs. Robinson's description, that middle-of-the-day block
25 of time?

1 A That was my understanding, yes.

2 Q Now, there is also some times -- I am sorry,
3 some bus runs that are set forth on page 40 of the testimony.

4 Could you tell me, Mrs. Robinson, where or what
5 this information is based upon?

6 A (Witness Robinson) Again, this is based in part
7 upon meetings and discussions with individual school
8 districts, either the superintendent or a director of
9 transportation. In some cases it is in the Go Home plans.
10 They actually list the number of runs that busses will make.
11 So that this is from multiple sources.

12 Wherever possible, we have tried to confirm
13 the information. In some cases it just hasn't been possible
14 to do so.

15 Q I assume, Mrs. Robinson, that these numbers on
16 page 40 assume that each school district has its full
17 complement of busses; is that right?

18 A This would be for the normal complement of
19 students and the normal complement of busses, yes.

20 Q Are these, the number of these bus runs, is this
21 for an early dismissal, for example, for snow, or is it
22 for dismissal during a normal school day?

23 A This would be for either.

24 Q Well, the number of bus runs would vary, wouldn't
25 it, whether it was early dismissal or whether it was a normal

1 dismissal?

2 A Not necessarily. Because in those school districts --
3 and again, this is one of the reasons why we wanted to
4 refine these procedures through a questionnaire so that
5 Mr. Lieberman could do some detailed studies on this.

6 In many of the districts which have the greatest
7 problems, they also have some of their schools on multiple
8 sessions so that all of the kids aren't there at the same
9 time. And again, it becomes very complex. It is not --
10 but if you have a certain number of kids to get home and
11 they live on a route, whether you are doing an early
12 dismissal or you are doing it at a normal point in the day,
13 not making an early dismissal, you still have to get those
14 kids home along their regular route.

15 And I have been told that in times of very bad
16 snow weather, where certain streets become impassable,
17 they may try to modify routes as they go along.

18 But normally, no, you would have the same number
19 of runs whether it was an early dismissal or a dismissal
20 at the regular time of day.

21 Q Mr. Weismantle, answer 42 on page 40 talks about
22 students that walk home from school and refers to attachment
23 25 of the LILCO testimony. That is the emergency Go Home
24 plan for the Shoreham Wading River school district, correct?

25 A (Witness Weismantle) I believe so, yes.

1 Q Are you familiar with that school district,
2 Mr. Weismantle?

3 A Yes, I am generally familiar with it.

4 Q Do you believe that the Shoreham Wading River
5 school district is typical of other school districts with
6 respect to the number of students who walk home and the
7 distance those students have to walk?

8 A I would like to confer for a second.

9 (Witnesses conferring.)

10 What Mrs. Robinson reminds me of is, in terms
11 of this question, in terms of the number of students that
12 would go home on foot, Shoreham Wading River is fairly
13 typical of the districts in the zone. She could
14 elaborate on the basis for that.

15 Q Well, that is your understanding also, right,
16 Mrs. Robinson? Is it a fairly typical school district
17 in those regards?

18 A (Witness Robinson) In that respect, somebody
19 was commissioned to make telephone calls and there were
20 no wide discrepancies in the number of walkers.

21 Q What about with respect to the distance they have
22 to walk?

23 A Again, I spoke myself to several superintendents
24 and while there are occasions when school districts are
25 on austerity and the distances may be raised to the levels

1 mandated by New York State, that this is generally what
2 they aim for in terms of efficiency and school service.

3 Q Does LILCO have or does LILCO know how many
4 school children within the EPZ walk home from school on
5 a daily basis?

6 A (Witness Weismantle) We don't have a precise
7 number. That was one of the questions we asked in our
8 questionnaire that is referred to several places in our
9 testimony.

10 Q Does LILCO know how far on the average students
11 walk when they do walk home from their schools?

12 A Well, we couldn't very well know that if we
13 don't know how many students walk home.

14 Q The statement, Mr. Weismantle, on page 41, answer 43,
15 talks about activation of the EBS and says that, "Early
16 evacuation and mobilization traffic will have little or
17 no effect on the time needed to complete an early dismissal."

18 Do you see that?

19 A That's right.

20 Q Now, in part, your testimony is based on the
21 assumption that there would be no activation of the sirens
22 at the alert stage; is that right?

23 A Well, not really, no. We, I think, deleted in
24 our errata and update that part of the answer which starts
25 three words from the end on page 41 through the rest of

1 that sentence.

2 Q Maybe you didn't understand my question,
3 Mr. Weismantle. I asked if in part your answer 43,
4 that answer is based on the assumption that the sirens
5 would not be activated at the alert stage; isn't that
6 correct?

7 A Well, that is one possibility. I mean -- well, yes,
8 but the reason we took out that part of the answer I just
9 referred to was because there is a possibility the sirens
10 would be operated at an alert stage with schools in session.
11 And as we indicate, that is the option of the director
12 of local response.

13 Q Now, on page 42, Mr. Weismantle, the first full
14 paragraph, you say that, "Even if early dismissal were
15 to occur simultaneously with early evacuation and mobilization
16 travel, the effect on the time needed to complete early
17 dismissal would not be significant since a large percentage
18 of the busses traveled would be on residential streets
19 that will not be heavily traveled by early evacuation or
20 mobilization traffic."

21 Do you see that statement?

22 A Yes.

23 Q I take it, Mr. Weismantle, that this statement
24 does not take into account the impact of parents driving to
25 the schools to pick up their children; is that right?

1 A Let me just confer with Mr. Lieberman since
2 you refer back to previous testimony.

3 (Witnesses conferring.)

4 I think it is fair to say that it assumes there
5 is no significant interference with the normal early
6 dismissal process for whatever reason, because obviously
7 if you couldn't get the busses our of the school grounds
8 for some reason, obviously it would take more time to
9 complete early dismissal until those busses could be moved.

10 I think we have testified earlier on the
11 contentions related to behavioral issues as to why we
12 don't believe there will be a problem with parents picking
13 up their children.

14 Q Mr. Lieberman, answer 44 talks about your
15 TM 139 analysis in the context of early dismissal of
16 schools. Let me just ask you, isn't it true that the
17 purpose of your analysis was to determine the effect of
18 mobilization on overall evacuation times?

19 A (Witness Lieberman) No, I think you are
20 confusing the term mobilization with what I called the
21 trip generation process. Effectively what we did in TM 139
22 was to examine the various activities which preceded the
23 event which we called Leave Home to Evacuate. And in so
24 doing, we identified the extent of any delay to families
25 who are going to evacuate due to the fact that they have to

1 await the arrival home of the children from school.

2 Q Let me ask you this, Mr. Lieberman: Is it fair
3 to say that the purpose of TM 139 was not to determine
4 how long it would take to implement early dismissal of
5 schools?

6 A No. The time estimates for the early dismissal
7 of schools was an input to that process.

8 Q Okay. And in fact, Mr. Lieberman, isn't it
9 correct that you based your analysis in TM 139 on an
10 assumption about how long it would take school children
11 to get home following early dismissal?

12 A Yes. That information is the same as given
13 earlier in this testimony. Effectively, going back to the
14 response to question 40, you have some data which provides
15 a range of travel times -- I am sorry, elapsed times
16 from notification through the time that the children arrive
17 at home.

18 This information served as an input to the
19 analysis which is documented in TM 139.

20 Q Mr. Weismantle, would you look, please, at
21 answer 45 on page 44.

22 You state that -- well, the question says, "Suppose
23 a particular school or school district failed to plan for
24 a radiological emergency, could the early dismissal actually
25 be implemented?"

1 You say, "Yes, because it involves nothing
2 that the schools are not already prepared to do for
3 snow emergencies."

4 Do you see that?

5 A (Witness Weismantle) Yes.

6 Q Are you saying that in your opinion, sending
7 children home for bad weather, for example, snow, is no
8 different than sending them home because of a nuclear
9 accident?

10 A Yes, in essence that is what we are saying.
11 The procedure is the same. The schools can implement it.

12 Q So in essence they are the same?

13 A The functions are the same. The accidents or
14 the causative effect may be different. There will be
15 nothing to prevent the schools tomorrow, were the plant
16 in operation and were there an accident and an alert
17 declared, to implement their early dismissal plans.

18 Q Now, answer 46, Mr. Weismantle, after the
19 material that was stricken, talks about a questionnaire
20 and says that, "Some of the schools' early dismissal
21 plans make specific provision for this possibility" --
22 regarding early dismissal -- "by requiring that parents
23 fill out an early school closing questionnaire."

24 Do you see that?

25 A Yes.

1 Q Now, is it your testimony that because parents
2 might have filled out a questionnaire, children will be
3 supervised when they get to their homes?

4 A Well, it is our testimony that there is provision
5 that is made in some of these dismissal plans to bring
6 to the parents' attention, should a particular parent
7 need it brought to his attention, that if they have young
8 children who are in school and for whatever reason there
9 is a need to send the children home, the parent ought
10 to make provision in the event there is a possibility
11 that he or she might not be home.

12 That goes for whether the incident might be
13 an individual one where the child has an accident or
14 suddenly gets ill at school, as most parents have
15 experienced that, or whether it is a general early
16 dismissal for whatever reason. And I think most parents
17 have experienced that.

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END 12

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Q But in terms of the availability, Mr. Weismantle, of adults at the homes of school children that have been early dismissed, in your opinion, does the filling out of a questionnaire ensure that the children will be supervised once they arrive at their homes or at some other destination having left the school?

A (Witness Weismantle) It ensures that this need is brought to the attention of a parent and that's as far as, you know, this society can go in assuring that steps are taken to responsibly look after the welfare of the children.

(Witness Lieberman) I think it's important to have an understanding of the time frame in which all these activities happen. One activity is the travel of the parent from work to home, which is done in parallel or before the travel of the children from school to home.

And looking at the TM-139 which we just talked about, the distribution of elapsed time from notification for the workers arriving at home regardless of whether you take the PRC Voorhees distribution or the ones that we have developed ranges from roughly a half hour to two hours. In other words, the parents arrive home over a time interval of a half hour to two hours.

According to the data earlier in the testimony, we are saying that the children arrive home in a time frame of one and a half hours to three hours. So, to the greatest

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1 extent then, one can expect that the parents, at least one
2 of the parents, will arrive home prior to the children or
3 certainly shortly thereafter.

4 Q Would you expect, Mr. Lieberman, that some school
5 children would arrive home without adults, without their
6 parents, being there?

7 A Yes, that's a possibility.

8 Q Mr. Weismantle, let me ask you if you will look
9 please at Answer 47. It is stated that if a protective action
10 recommendation to shelter were received by the school before
11 an early dismissal had been completely carried out, then the
12 students who have not already left could be sheltered at
13 school.

14 Do you see that statement?

15 A (W Weismantle) Yes.

16 Q Is it true, Mr. Weismantle, that under the
17 LILCO plan, as stated in Contention 61.C, once early dismissal
18 has begin, LILCO would not inform the schools as to any
19 subsequent and different protective action recommendation?

20 A No, I don't think that's correct. Now, I think in
21 61.C -- and I've got to refresh my memory. You have referred
22 to a section of a procedure that instructs --

23 Q Yes. It's Procedure 3.8.2, Mr. Weismantle.

24 A Okay.

25 Q Page 5. It states on Page 5, if the schools have

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1 already initiated early dismissal, do not recommend other
2 protective actions.

3 Do you see that statement?

4 A Yeah. As I was saying it's part of a procedure
5 that instructs the person putting together an EBS message,
6 it goes through various steps and this is not consistent with
7 our plan to the extent that it's viewed very narrowly which
8 is the way it's being viewed in this contention. And to
9 avoid the concern, what we plan to do is remove it in a
10 future revision.

11 In general, if early dismissal was well underway
12 and there was a change in the accident classification, I
13 think what would happen is common sense would be applied
14 and there would be a discussion with the school and the
15 school undoubtedly would make the proper judgment, which may
16 be to simply finish the early dismissal, get the remaining
17 bus or two out rather than just shelter a handful of students.

18 And we would provide advice and recommendations in
19 that regard. But there is -- I think with the exception of
20 this particular citation, I don't believe we have got any-
21 thing in Rev 3 of the plan that would indicate the sort of
22 rigid interpretation that this contention puts on it.

23 Q Mr. Weismantle, are you saying that in some future
24 revision this language in Procedure 3.8.2 on Page 5 will be
25 deleted?

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1 A Yes. See, this language is imprecise to the extent
2 that it almost can be construed that the individual preparing
3 the message is making the recommendation for protective action;
4 or in this case, constrained from making a recommendation for
5 protective action.

6 That's not this individual's function. He is just
7 putting together a message consistent with directions given
8 to him by the Director of Local Response. And in retrospect,
9 it was probably ill-advised to include any sentence in here,
10 even if the sentence was more -- had been more consistent
11 with the rest of our plan.

12 Q There is the statement, Mr. Weismantle, in the second
13 paragraph on Page 45 that says the same sort of thing could
14 happen if students were caught in a severe blizzard when sent
15 home to a snow alert.

16 Do you see that?

17 A Yes.

18 Q I gather, Mr. Weismantle, from your previous
19 answers today that, in your opinion, being caught in a
20 blizzard would be the same as being caught in radiation; is
21 that correct?

22 A Well, it's obviously not the same. But the point
23 here is, for instance, my children go to -- one of my
24 children go to a local high school. And at a normal dismissal
25 time within the last month and a half, it turned out that some

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2 of the students had no way of getting home because a road had
3 flooded out that blocked the only -- well, a road had been
4 flooded out which was the only road into a certain community.
5 So those students, rather than institute the normal dismissal
6 plan, the school kept some of those students, all of those
7 students who lived in that community in the school. I don't
8 recall if they stayed overnight or not, but they were retained
9 in the school until they could get home.

10 So, it's the same principle. People wouldn't
11 implement these plans as though they were robots blindly
12 implementing them. They would adjust as circumstances change.

13 And I'm confident that would hold true for school
14 administrators as well as LERO workers who are making recom-
15 mendations to school administrators. That's just implicit
16 in the way in which these plans are used. They are not blindly
17 to be followed irregardless of circumstances that required --
18 would require some flexibility.

19 Q Mr. Miele, would you please look at Answer 48 on
20 Page 48, at the very end of that answer?

21 A (Witness complying.)

22 Q There are some shielding factors set forth. One
23 is for, in your words, for schools, brick structure, no
24 basement, of point six. And then a shielding factor of point
25 seven for Suffolk County homes.

Do you see those statements?

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1 A (Witness Miele) Yes, I do.

2 Q I gather, Mr. Miele, that the point six factor
3 is for a brick structure where there are not windows or
4 other open areas that would raise that shielding factor; is
5 that correct?

6 A No, that is not correct.

7 Q If you have a school building with many windows
8 and open areas, are you saying that the shielding factor
9 generally is going to be point six for that building?

10 A The point six is a generic number used for brick
11 or masonry structures without a basement. Okay. Which
12 can include windows. Again, a generic number.

13 In most cases the schools, especially the ones I
14 have looked at, will provide shielding factors much better
15 than the point six. If you look at your normal references
16 used for shielding factors, either the EPA 520 documents or
17 Cortney's shielding book, you will see normally for institu-
18 tional buildings a shielding factor of point two is more
19 commonly used. And I believe we did go over that in the
20 protective action contentions.

21 So, using a point six, in my opinion, is a very
22 conservative shielding factor and probably for the schools it
23 would be a much better factor.

24 Q Now, there are schools, Mr. Miele, that you've
25 looked at that have shielding factors of higher than point six;

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1 isn't that right?

2 A Yes, that is correct.

3 Q Tell me, Mr. Miele, the LILCO plan, Revision 3,
4 does not list which schools in the EPZ meet this point six
5 shielding factor, does it?

6 A I don't really know. Maybe -- I don't believe
7 it does.

8 (Witness Weismantle) No, that's not included nor
9 would it be appropriate.

10 Q Now, let me ask you, Mr. Weismantle, this point
11 six factor is nowhere set out in the LILCO plan; isn't that
12 right?

13 A No. The only time we set out shielding factors,
14 and the only relevance they have, are to decisions made on
15 evacuation or sheltering as the case may be for that process
16 that leads to that decision for the general public. And
17 the only special cases where we look at a different set of
18 calculations that possibly could result in different conclu-
19 sions are for hospitals and the Suffolk County Infirmary.

20 (Witness Miele) The specific number used in the
21 procedures is a point seven, as we state. We utilize the
22 same protection, or shielding factors, for schools as the
23 general public. As I stated before, the schools actually
24 give you a better protection factor. So we are being very
25 conservative in using the point seven for the schools as well

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1 as the general public.

2 Q Are you saying that all schools give you a better
3 shielding factor than point seven?

4 A No, I didn't say that at all.

5 Q Mr. Weismantle, looking at Contention 61.C, let
6 me just read to you, there is a phrase regarding shielding
7 factors for schools. It says: The plan contains no informa-
8 tion concerning sheltering capacities or shielding factors
9 for schools.

10 Would you agree with that?

11 A (Witness Weismantle) I'm sorry. Could you --
12 61.C is a long contention and I would like to --

13 Q I'm looking at Page 7 of your testimony.

14 A Okay. I would like to look at the context of
15 this.

16 (Mr. Weismantle is reading a document.)

17 Yeah. It goes on to say that that's in violation
18 of NUREG 0654, Section II.J.10.m. And that particular section
19 in NUREG we don't believe is violated by the fact there is no
20 particular shielding factors for schools in our plan.

21 Q Yes. That's why when I asked you if you would
22 agree with what I was reading, I omitted that because I
23 assumed that you wouldn't agree with that part that I was
24 reading.

25 Let me just ask again, just what I'm reading to you,

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1 the statement: The plan contains no information concerning
2 sheltering capacities or shielding factors for schools.

3 You would agree with that statement, wouldn't
4 you?

5 A Yeah, as is indicated in our answer and as Mr.
6 Miele just reinforced, we use, for the purposes of the plan,
7 for the purposes of making protective action recommendations,
8 we use the same shielding factors for school as for the
9 general population.

10 So, for the purposes of developing protective
11 actions there is no distinction made between schools and
12 the general population, just like there is no distinction made
13 between people who live in brick houses and people who live
14 in wooden frame houses. It would be impractical to try to
15 make specific protective action recommendations for all sorts
16 of classes of structures.

17 Q Mr. Miele or Mr. Weismantle, either of you, to
18 your knowledge, does the plan list those schools in the EPZ
19 which have basements?

20 A The plan lists I believe the schools but there is
21 no indication in that listing in Appendix A or the procedures
22 that indicates whether or not it has a basement. Again, it's
23 not relevant.

24 Q Now, would you look please Mr. Weismantle at
25 Answer 53 on Page 50?

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1 A (Witness complying.)

2 Q It says that: Because sheltering can be accomplished
3 by following relatively simple guidelines that require no
4 advance training or participation, do you see that statement?

5 A That's right.

6 Q Would you agree with me, Mr. Weismantle, that
7 sheltering requires the schools to accept LILCO's recommenda-
8 tions and requires that there be adequate space which provides
9 relatively effective shielding?

10 Is that a fair statement?

11 A I don't think I can agree that that is a fair
12 statement. To take it in its two parts, one, obviously the
13 implementation of sheltering, whether it's LERO who recom-
14 mends it or whether it's the County or some county or state,
15 cannot be forced upon the individuals to whom the recommenda-
16 tion is made. Obviously there has to be some action on the
17 part of school officials in this case.

18 As to the second part, I don't think space is
19 of particular concern. If you've got a building that's
20 occupied now under normal functions of a school, you've got
21 space to shelter people. The question is where are the most
22 effective places to shelter people in the event of a radiolo-
23 gical incident, and that's exactly why we had Mr. Miele and
24 his staff go out to schools -- and we've offered it to all
25 schools -- to identify those best places so that the schools

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could implement the most efficient sheltering plan.

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But they could shelter even without visits by

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Mr. Miele and as we follow on with Question 54, even in the

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event of a lack of a willingness to plan after Shoreham goes

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into operation we would still have a way of getting informa-

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tion to the schools to convey these generic sheltering guide-

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lines even if we hadn't ever set foot in the schools and done

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the type of sheltering survey that we have offered.

9

Q Well, Mr. Weismantle, what you are telling me it

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seems is that the schools can shelter their students regard-

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less of the effectiveness of the shielding factor for that

12

school.

13

What I'm asking you is that for sheltering to be

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an adequate protective action it requires that there be an

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effective shielding factor; isn't that right?

16

A (Witness Miele) I can address that question. Just

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by the fact that it's a school, in most cases, is constructed

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of brick, heavy masonry material, which provides very good

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attenuation for possible radiation outside the building.

20

And as far as the space, being a school, as Mr.

21

Weismantle said, there is normally sufficient space to shelter

22

the students. And as our surveys have shown, that these two

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cases were true and we just tried to point out where they

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can receive the most dose savings within the buildings.

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Q Mr. Miele, have you surveyed -- has every school

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you have surveyed been just by you or your staff to have a
shielding factor of at least point six?

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1 A No.

2 Q What about .7?

3 A I will give you a for instance. There is one
4 school, the Rocky Point Elementary School, which we went
5 in and surveyed with three of my people, and we said there
6 was insufficient shielding in this one facility, and we made
7 a recommendation to have them relocate in the junior/senior
8 high school, which was a five minute walk across the soccer
9 field, so that for instance where the case was, it was not
10 sufficient.

11 We made the recommendation to go to the junior/senior
12 high school which had sufficient space and a sheltering factor
13 of about .1 or .2, and that was the benefit of our going in
14 and working with them.

15 So, specifically to answer your question, no, there
16 are some cases where you don't have .6, and that is why we
17 go in and help them out and give them what the best
18 recommendation would be.

19 Q Is it true, Mr. Miele, that school children,
20 especially elementary school children, are what you would
21 call radio sensitive persons? More vulnerable, I guess,
22 to the effects of radiation?

23 A More vulnerable than what?

24 Q Than an adult.

25 A That is correct.

1 Q Is there a reason, Mr. Miele, why there could
2 be occasions where sometimes evacuation of school children
3 would be more necessary than evacuation of an adult
4 population?

5 A The EPA Protective Action Guidelines are based
6 on the general population. It is not based on whether the
7 kids are in school, or the kids are at home. So, you base
8 your recommendation on the general population, which
9 includes, infants, pre-schoolers, adults, all age people,
10 and that is what the recommendations are based on. So, we
11 don't make special recommendations for the school versus
12 the general population, because the general population does
13 include school children.

14 Q LILCO has no selective evacuation or selective
15 sheltering, is that what you are saying?

16 MR. CHRISTMAN: Objection. This is covered in
17 another contention, which I believe has already been
18 litigated. It was the protective action contentions that
19 we did three weeks ago.

20 JUDGE LAURENSEN: I do recall extensive testimony
21 on that subject. The objection is sustained.

22 BY MR. MILLER: (Continuing)

23 Q Let me ask you, Mr. Miele, if school children were
24 sheltered in this particular school building that you say
25 in your opinion has a shielding factor of .7, would those

1 children, in your opinion, be effectively protected from a
2 radiological release at the Shoreham plant?

3 MR. CHRISTMAN: Same objection. That is covered
4 under protective actions; we are talking about a question
5 that could be raised about children at home as well.

6 MR. MILLER: Judge Laurenson, I would think there
7 is a distinction here. We are talking specifically about
8 shielding factors for the schools, and Mr. Miele's role
9 in examining schools, and determining those shielding
10 factors.

11 It is in the LILCO testimony, and it is certainly
12 pertinent to the contentions that are being litigated today.

13 JUDGE LAURENSEN: We will allow limited inquiry
14 into this area. Objection is overruled.

15 WITNESS MIELE: I do remember going over this
16 with Ms. Letsche, but that depends on the radiological
17 release. I need a lot more information than just a release
18 from Shoreham before I can properly answer that question.

19 BY MR. MILLER: (Continuing)

20 Q Could there be, Mr. Miele, sufficient radiological
21 release at the plant that sheltering school children in a
22 school building with a .7 shielding factor would not provide
23 adequate protection to those children?

24 MR. CHRISTMAN: I object. I think this is
25 a protective action. All he did was say, 'in a school

1 building with an 0.7 factor.'

2 He could have said in a home with an 0.7 factor,
3 which would have made it squarely within the contentions
4 that have already been litigated.

5 JUDGE LAURENSEN: The objection is sustained.

6 BY MR. MILLER: (Continuing)

7 Q Mr. Weismantle, will you look please at Answer 58
8 on page 53. This answer, Mr. Weismantle, talks about the
9 reception centers for the schools within the EPZ, is that
10 right?

11 A (Witness Weismantle) Yeah, in the event that
12 schools fail to pre-plan for evacuation. That is the whole
13 premise behind this answer.

14 Q Now, I take it from your testimony, Mr. Weismantle,
15 that you intend to pick these reception centers during an
16 emergency, is that right?

17 A No. This first paragraph indicates actions that
18 we take if the plant gets licensed and it becomes clear to
19 us that the schools, contrary to our belief now -- it becomes
20 clear to us that some of the schools, or some district or
21 districts still decides to not plan on a cooperative
22 basis, and refuses to talk to us.

23 Q I think I am a little confused, Mr. Weismantle.
24 When will LILCO select reception centers for the schools
25 within the EPZ?

1 A Well, we instituted a process to try to implement
2 that selection, and in fact, that process is still going
3 on as modified by the updated testimony.

4 But what we are saying here goes back to Question
5 57, and the premise in that that the school or school districts
6 fail to plan in advance, and Question 58 is a follow on
7 question that goes into the specific issue of whether or not
8 bus drivers could find the reception centers, assuming that
9 the schools failed to plan in advance for evacuation.

10 Q At this time, Mr. Weismantle, are there any --
11 have any reception centers, for any of the schools within the
12 EPZ, been selected by LILCO?

13 A No; as I indicated, this is part of the process
14 that is ongoing with the schools, and as Question 57 and 58
15 indicate, if it turns out that the school district or whatever
16 failed to continue this process until its logical completion,
17 even if the plant goes in service, then we plan to go ahead
18 and identify the reception centers and do the steps that are
19 outlined in the answers to these questions so that even failing
20 this preplanning an evacuation could be implemented by these
21 schools.

22 Q I gather, Mr. Weismantle, that when you say in
23 Answer 58, that if your first choice would not agree to act
24 as a reception center, you will then find another candidate
25 and so on until you found a reception center for every school.

1 Let me just ask you: How far, in terms of
2 distance, are you willing to go to find these reception
3 centers?

4 A We would go as far as is necessary. For
5 instance, -- well, we hope this wouldn't be the case, and
6 again we don't believe it would be the case, particularly
7 when people perceive Shoreham will operate that we could go
8 into Nassau County, for instance where the Red Cross -- and
9 I think this has come up in other testimony -- has identified
10 something like fifty schools and has agreements with those
11 as relocation centers for emergencies.

12 So, those might be candidates. Obviously, we
13 try to find schools that were closer to the EPZ.

14 Q Mr. Weismantle, this statement about the maps;
15 that LILCO will prepare maps, one for each school in the
16 EPZ, providing recommended best bus route between the
17 school in the EPZ and its designated reception center.

18 Are these maps going to be prepared and distributed
19 at the time of the emergency?

20 A No, the intent would be to prepare to distribute
21 them in advance of the emergency.

22 Q And for that to happen, obviously, I guess you
23 have to have your reception centers selected and agreed upon
24 prior to the emergency?

25 A That is right.

1 Q This -- if you look, please, Mr. Weismantle, on
2 Answer 60, actually looking at the Question also, the
3 question talks about early dismissal and direct relocation.
4 Are you aware, Mr. Weismantle, of any school or any school
5 district that has specifically agreed to LILCO's proposal
6 for early dismissal or its proposal for direct relocation?

7 A I believe Mr. Doremas' testimony indicates the
8 Shoreham Wading River District, the district closest to the
9 plant, is in agreement with that.

10 Q We talked about that earlier. I thought earlier
11 we talked about Mr. Doremus and his philosophy on planning
12 concepts meshing with LILCO, but that there has not been
13 any specific endorsement by the school district, the Shoreham
14 Wading River School District, of the LILCO Plan.

15 A I think when we talked before, it focused on whether
16 there was any specific official action by the school
17 district, and I believe I indicated that I wasn't aware of
18 any.

19 Q Do you think that Dr. Doremus speaks for the
20 school district?

21 A Oh, I think so. He wouldn't be appearing in this
22 proceeding --

23 Q Do you think he speaks for the school board?

24 A I would have to say yes. Superintendents are
25 hired and fired by school boards on Long Island.

1 Q Do you know if there has been any specific
2 authorization or resolution of any kind authorizing Dr.
3 Doremus to speak on behalf of the Shoreham Wading River
4 School Board or School District?

5 A You would have to ask Dr. Doremus. I am not
6 familiar whether there is one or not.

7 A (Witness Robinson) We have, however, seen
8 communications from a Mr. Prodell, the President or Chairman
9 of the Shoreham Wading River School Board, expressing similar
10 sentiment.

11 So, again, echoing Mr. Weismantle, that you will
12 have to ask Dr. Doremus -- I think that Mr. Prodell would be
13 speaking for the Board and has joined in to the planning
14 process in that sense, yes.

15 Q That is your assumption, is that right, Ms.
16 Robinson?

17 A Based on the correspondence which he signed, yes.

18 Q Based on what correspondence that who signed?

19 A Mr. Prodell. Again, I am not clear which title
20 they use there. Whether it is the Chairman or the President
21 of the School Board.

22 Q You have seen correspondence where Mr. Prodell
23 has stated that he is authorized to speak on behalf of the
24 Shoreham Wading River School Board?

25 A As Chairman of the School Board, he is speaking

1 in exactly that position, yes.

2 Q That is your assumption, correct?

3 A No. If he sends correspondence signed with his
4 name and that title, that is how he is speaking. I
5 would not assume that it is personal correspondence.
6 Whether he has gotten any authorization from his other
7 members of the Board, I don't know, but he is speaking in
8 his official position.

9 MR. MILLER: Judge Laurenson, maybe this would
10 be a good time for a break.

11 JUDGE LAURENSEN: All right, we will take the
12 afternoon recess, and based upon our prior discussions I
13 understand that the parties to this discovery dispute are
14 going to present us with some reading material?

15 (Short recess taken.)

16 BY MR. MILLER: (Continuing)

17 Q Mr. Lieberman, if you will look please at
18 Question 61, on page 54, and in particular the Answer that
19 begins on Page 55. This answer explains your calculations
20 regarding the number of bus trips normally required for the
21 schools in the EPZ, is that right?

22 A (Witness Lieberman) Yes, in part it does. It
23 is also based upon estimates of student enrollment at these
24 schools.

25 Q That is what I want to ask about, Mr. Lieberman.

1 In deriving your number of now 422 bus trips, I take it
2 that you made certain assumptions. Let me just ask you --
3 you made assumption, did you not, regarding the estimated
4 school populations, is that right?

5 A I am not sure of the term -- that the term,
6 'assumption' applies here. These are figures that were given
7 to me as estimates of these schools enrollments.

8 Q Who gave you the figures?

9 A Ms. Robinson gave me these figures.

10 Q Ms. Robinson, your figures regarding the school
11 population, where do they come from?

12 A (Witness Robinson) They were from published
13 documents.

14 Q Such as?

15 A Give me a moment to check. I think I have it
16 in the back here on one of the Attachments.

17 I believe they were '80-'81 enrollment figures.
18 I am trying to get the exact title of the Census that we
19 used.

20 Q Is it your recollection that you used the
21 Census, though, to obtain your figures?

22 A Not the U. S. Census. It was a -- the reason
23 I am trying to get the name of it for you is that it was
24 a publication that had school numbers in it, and that is
25 what I am fishing for here.

1 MR. CHRISTMAN: To make the record clear, I
2 think she had better find the exact title of it so we can
3 not have confusion.

4 MR. MILLER: Let me go ahead with some questions
5 to Mr. Lieberman and Ms. Robinson while you are looking for
6 that document.

7 BY MR. MILLER: (Continuing)

8 Q Mr. Lieberman, once you obtained your figures
9 regarding the estimates of school populations, you then
10 made certain assumptions with respect to reductions of the
11 school populations, is that correct?

12 A (Witness Lieberman) Again, the term, 'assumption'
13 might not be appropriate. Why don't you indicate which ones
14 you are talking about, and I will tell you whether it is an
15 assumption or an estimate.

16 Q Okay. You talk about the populations being
17 reduced by five percent to account for daily absences. What
18 was that based upon?

19 A That, too, was based upon information given to me
20 by LILCO as being representative of the average amount of
21 absences on any school day .

22 Q Okay. What about the three percent reduction
23 to reflect the fact that a school's entire student body
24 might not be present at one time because of split sessions?

25 A Again, the same source.

1 Q Okay. What about your reduction of the high
2 school populations by an additional twenty percent?

3 A Okay. That is a combination of an estimate and
4 an assumption.

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6 End 14
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1 A That is a combination of an estimate and assumption.
2 I don't recall where the original information came from in
3 terms of the proportion of high school students who drive
4 to school. But the 20 percent evolved from that assumption;
5 namely, that some portion of high school students drive to
6 school and, in the event of an emergency, they would then
7 have transportation of their own to get themselves home
8 as well as some of their classmates.

9 Q Mrs. Robinson, do you have the information now?

10 A (Witness Robinson) Yes. These numbers were
11 obtained by somebody who was working for me at the time, and
12 one of the documents she used -- again, some of these
13 were actually obtained from individual school districts,
14 but where they were not available, it is -- the title is
15 Information Center on Education Ethnic Census, Public
16 School Students and Staff by School and District.

17 Q Who put out that document?

18 A That was prepared in '79 and '80, and I did not --
19 I just have the title. I do not have the sponsoring agency.

20 Q Going back to you, Mr. Lieberman, is it fair
21 to say that to derive your figure of 422 bus trips, that you
22 began with your estimate of the school populations, reduced
23 that estimate by the various figures we have talked about,
24 and then simply divided by the capacity level of the
25 school busses to obtain the number of bus trips?

1 A (Witness Lieberman) It is a little different
2 for high schools than for elementary or primary schools.
3 Let me tell you how I did it.

4 We took the .92 factor which is one minus .05
5 minus .03 gives you 192, divided that by 60 to give us
6 a factor which is 0.0153. We take that factor and multiply
7 by the enrollment of each school and then round up to the
8 next higher integer.

9 With the high schools, we take the .92 factor,
10 multiply by .8 to take into account the transportation
11 available from students who drive to school and divide
12 by 40, and that yields a factor of 0.0184 to which we
13 multiplied the enrollment of the high school and, once
14 again, rounding up to the next higher integer.

15 Q Mr. Weismantle, if you would look, please,
16 at answer 62 on page 57, you state that information from
17 this questionnaire, I think that was what was formerly
18 attachment 43, will be used to appraise two planning
19 options.

20 Do you see that statement? It is at the
21 beginning of the first full paragraph.

22 A (Witness Weismantle) Yes.

23 Q Now, Mr. Weismantle, neither of these planning
24 options regarding how buyses might be used are set forth
25 in revision 3 of the LILCO plan, are they?

1 A _ell, revision 3 doesn't go into the detail of
2 how you are to accomplish the evacuation. So to that extent,
3 the detailed options we talk about here aren't covered in
4 revision 3.

5 Q Are not covered?

6 A That is correct.

7 Q Now, you state, Mr. Weismantle, later in that
8 paragraph, "These additional busses could come from the
9 1236 busses LILCO currently has under contract or from
10 school districts outside the EPZ that would be willing to
11 release their busses to aid in an evacuation of the
12 school children within the EPZ."

13 Do you see that?

14 A That's correct.

15 Q Now, LILCO has no agreements with any school
16 districts outside the EPZ to release their busses in the
17 event of an emergency at Shoreham; isn't that correct?

18 A That's right.

19 Q Now, is it fair to say, Mr. Weismantle, that
20 with respect to the last sentence on page 57, that any
21 option chosen by LILCO will require the participation and the
22 cooperation of the school districts?

23 A Well, maybe you can be more specific. When you say
24 "any option" --

25 Q There are two options that are talked about in

1 your testimony. Either of those options would depend upon
2 the participation and cooperation of the school districts;
3 isn't that right?

4 MR. CHRISTMAN: Objection. I think participation
5 and cooperation are excessively vague.

6 JUDGE LAURENSEN: Perhaps you could be more precise.
7 Sustained.

8 BY MR. MILLER:

9 Q Mr. Weismantle, in your opinion, could either of
10 these two options be implemented by LILCO without the
11 school districts doing what LILCO expects them to do in terms
12 of the availability of school busses?

13 A Well, our answer here focuses on the one hand
14 on existing bus resources that are associated with the
15 school districts being evacuated, on the other hand,
16 supplying addition busses to these school districts.
17 And we point out that some of these additional busses could
18 or all of them could come from busses we have under contract
19 which wouldn't involve the participation of these districts
20 or from school districts outside the EPZ which would involve
21 school districts per se.

22 So I would say that you can't -- I can't agree
23 with the general statement that in both cases would you
24 require the participation of school districts.

25 And I would add to that by saying that there could

1 be conceivably other busses that are neither under contract
2 to us nor are under contract to school districts outside the
3 EPZ that would fall under the second option which is
4 general enough just simply supplying additional busses
5 to encompass other possibilities outside of the two
6 spelled out in this testimony.

7 Q Are you saying, Mr. Weismantle, that under this
8 second option, LILCO could carry out the necessary number
9 of bus trips for the schools in the EPZ without relying
10 on or using busses committed to the school districts?

11 A No. What this question addresses is the issue of
12 the multiple bus runs. We are saying, it is obvious from the
13 testimony that goes, that went before, that the districts
14 in the EPZ, given the resources those districts have,
15 particularly those districts that lie fully within the
16 EPZ, there would be a need for multiple bus runs.

17 Now, looking at that, we are indicating that
18 once we get information from the questionnaire that
19 originally was intended to go out to these districts through
20 BOCES but as our revised testimony indicates, we have
21 sent out ourselves, depending on the information we get,
22 we will look at a couple of alternatives.

23 To a certain extent, multiple bus runs may prove
24 acceptable. That is, we may determine that there is no
25 need to get additional bus resources.

1 However, we may conclude that it is desirable
2 to supply additional busses from whatever source to these
3 districts. That is an alternative that we indicate we will
4 look at further in more detail and refine the options as
5 the process proceeds.

6 Q Mr. Weismantle, if LILCO is to avoid the
7 necessity of multiple bus runs, in order to carry out the
8 necessary 422 bus trips under your estimates, isn't it
9 the case that LILCO would need to rely upon and use busses
10 that are committed to the school districts?

11 A Is your question if it was necessary not to have
12 multiple bus runs?

13 Q Yes. If you want to avoid multiple bus runs.

14 A No. I am saying, no, it is not true that we
15 would have to rely on busses committed to school districts.
16 We outline, in fact, in our answer that one possible
17 source of these busses are the busses committed to us
18 already.

19 Q And you believe, Mr. Weismantle, that LILCO
20 has a sufficient number of busses committed to its use
21 that it could carry out the 422 bus trips without using the
22 busses that are committed to the school districts?

23 (Witnesses conferring.)

24 A I'm sorry. Could you repeat that question?

25 Q Yes. What I want to know is whether it is your

1 testimony that LILCO has a sufficient number of busses
2 committed to it that it could carry out the 422 bus trips
3 under your estimates without using busses committed to
4 the school districts and without having to have multiple
5 bus runs?

6 A Under the current numbers of busses we use for the
7 general public, there are not enough spares to accommodate
8 precisely as written the plan to evacuate the general
9 public and simultaneously to evacuate, to provide additional
10 busses to avoid the use of multiple bus trips. But
11 that doesn't necessarily preclude a different use of those
12 spare bus resources.

13 One of the uses was -- one of the possibilities
14 was outlined in earlier testimony on the contention that had
15 to do with an adequate number of busses for evacuation of
16 the general public in which we outlined our position that
17 we had many more busses than we really needed and held open
18 the possibility of considering the use of some of those
19 busses for other purposes such as the evacuation of school
20 children.

21 Q Just to make sure --

22 A Another thing that could be done is simply
23 assigning some of the busses to evacuate, as is done else-
24 where in other plans, evacuate schools and then reassigning
25 them to evacuate members of the general public without their

1 own transportation.

2 That is a possible option that would make use of
3 these spare busses.

4 Q Mr. Weismantle, just to --

5 A I think Mr. Lieberman has something to add.

6 Q Can I clarify this with you first, though,
7 Mr. Weismantle. If there were the need for a simultaneous
8 evacuation of the general public and the schools, is it your
9 testimony that LILCO would have a sufficient number of
10 busses to avoid multiple bus runs for the evacuation of
11 the schools without relying or using busses that are
12 committed to the school districts?

13 MR. CHRISTMAN: We are assuming a simultaneous
14 evacuation of the entire ten-mile EPZ; is that right?

15 MR. MILLER: Yes.

16 MR. CHRISTMAN: No objection.

17 WITNESS WEISMANTLE: Two points. One is,
18 we are not saying it is necessarily -- I don't agree --
19 we don't agree that it is necessarily true that you have to
20 avoid multiple bus runs.

21 BY MR. MILLER:

22 Q I understand that, but that is not my question.

23 Please answer my question, Mr. Weismantle.

24 My question is, if you want or decide it is
25 necessary to avoid multiple bus runs and if you have a

1 simultaneous evacuation of the EPZ and the schools, isn't
2 it the case that LILCO would not have sufficient busses
3 without using or relying upon busses that are committed
4 to the school districts?

5 A If the schools did nothing themselves and there
6 would be a shortfall of busses, I have outlined one --
7 really two possibilities, using only the spare busses that
8 LILCO has under contract which would not rely on going outside
9 and getting busses released from districts outside the
10 EPZ which might accomplish that and avoid multiple bus runs
11 for the schools.

12 Both of those variations would be somewhat
13 different than our current plan, than our plan envisions,
14 but I think they are encompassed in this testimony in
15 the statement that the other option would involve
16 supplying additional busses to replace some or all of the
17 multiple bus runs.

18 MR. MILLER: Judge Laurenson, I think this
19 has been raised before. Mr. Miele is going to be
20 departing very shortly. I have a couple of questions that
21 I would like to ask him. They are a little out of turn
22 in terms of the chronological order.

23 MR. CHRISTMAN: Before we get to that,
24 Mr. Lieberman wanted to add something to the end of a
25 question. He wasn't allowed to do that. Under the rules,

1 I think he ought to be so we don't have to clean it up
2 later on.

3 WITNESS LIEBERMAN: The hypothesis was
4 given that for some reason we would want to avoid multiple
5 bus runs, and I would like to address that issue.

6 We had hoped that we would --

7 MR. MILLER: Mr. Lieberman, that doesn't go to
8 the question I had on the table.

9 Judge Laurenson, this is an area for redirect.
10 If they want to talk about why you don't need multiple
11 bus runs, that was an assumption in my question. I don't
12 think it is appropriate for Mr. Lieberman to now
13 discuss why you are not going to need those runs.

14 JUDGE LAURENSON: I think if that is the purpose
15 of the answer, that is a matter for redirect.

16 If you want to supplement the answer that
17 Mr. Weismantle gave concerning whether or not there
18 would be this shortfall, I guess, as he described it,
19 then you may do that.

20 WITNESS LIEBERMAN: My answer addressed the
21 first issue, so I will have to wait.

22 BY MR. MILLER:

23 Q Mr. Miele, let me ask you to look, please, at
24 page 7; at the top of the page you are talking about, I
25 gather, the option of sheltering for the Little Flower

1 Elementary School; is that right?

2 A (Witness Miele) Yes, it is.

3 Q Now, have you, in fact, confirmed at this point
4 that the main quarter of the school would be suitable for
5 sheltering?

6 A During our survey and visit to the school, we
7 found an additional sheltering location that even offered
8 a greater sheltering factor. It is a basement off the end
9 of the building, totally below ground, without windows, that
10 we believe would fit the residents of that area.

11 Q Is that all 80 students plus the teachers and
12 other residents?

13 A Yes, it is. It is about a two and a half
14 rooms basement where we could relocate some of the furniture
15 from one room and fit the remaining people in the basement
16 area.

17 Q Let me ask you to look, please, at page 84. There
18 is a statement, Mr. Miele, at the end of the page that it
19 is unlikely that any of the schools, talking about nursery
20 schools, are substantially less suitable as shelters from
21 radiation than would be the children's own homes.

22 Do you see that statement?

23 A Yes, I do.

24 Q I gather, Mr. Miele, that this is LILCO's
25 judgment; is that correct?

1 A I wouldn't exactly call it judgment. I would
2 say, since I have a child in nursery school in the ten-mile
3 radius, I have personally looked at at least half a dozen
4 of the nursery schools in the EPZ and in that end of
5 Long Island, they are basically in one-family homes that have
6 been converted into nursery schools.

7 So they are basically the same as the homes
8 in that area.

9 Q Have you looked at all the nursery schools in
10 the EPZ at this point?

11 A I believe I just said about half a dozen.

12 Q So there are some you haven't looked at.
13 So what is the basis for your statement here?

14 A The basis for my statement is that I looked at
15 about six of them, and I believe the remaining are just
16 about the same since I work at the plant, I talked to
17 people with preschool children, and we sometimes do discuss
18 nursery schools. And they give me the opinion that they are
19 all about the same.

20 MR. MILLER: Those are the only questions,
21 Mr. Christman, that I see right now that I wanted to ask
22 Mr. Miele.

23 MR. CHRISTMAN: Thank you.

24 Let the record reflect that Mr. Miele is leaving
25 temporarily. He can be back tomorrow.

#16-1-SueT 1

BY MR. MILLER: (Continuing)

2 Q Mr. Weismantle, Answer 63 on Page 58 regarding
3 the buses subject to prior commitments to schools both
4 within and outside the EPZ, can you tell me where the number
5 938 came from, how that was derived?

6 A (Witness Weismantle) We have a total of twelve
7 hundred and thirty-six buses under contract, and we as part
8 of the contractual commitment get information from each of
9 the bus companies who have contracts with us that identify
10 each individual bus, its serial number, license plate, and
11 whether or not it's covered by a prior commitment to a school
12 district.

13 And we simply added up the numbers and came out
14 with 938 as the number of buses which are subject to prior
15 commitment with other school districts and 298 spares.

16 Q Now, Mr. Weismantle, is it your understanding that
17 these prior commitments to the schools are commitments to
18 the schools for daily normal use; that is, in transporting
19 the students to and from the schools?

20 A Yes, that's correct.

21 Q What about other events such as field trips? Does
22 it include that?

23 A I'm sure the contract with the school district
24 would include the use of some of the buses for field trips
25 and athletic events and that sort of thing.

#16-2-SueT

1 Q Is it your understanding that if the buses would be
2 used or needed for field trips or athletic events that the
3 school districts would have priority over LILCO's use of those
4 buses?

5 A I would assume so, because I assume it's covered
6 in the general contract each school district has.

7 Q Do you have any numbers, Mr. Weismantle, regarding
8 the average number of buses used on a daily basis, for example,
9 by the school districts in such extracurricular activities?

10 A No, I don't have any numbers.

11 Q Now, towards the end of that Answer 63, the first
12 paragraph, there is a statement that there remain 271 buses
13 available almost immediately to transport people out of the
14 EPZ.

15 Do you see that statement?

16 JUDGE LAURENSEN: That has been changed, I think.

17 MR. CHRISTMAN: Yes.

18 JUDGE LAURENSEN: That should be 298 according to
19 the amendment to the testimony.

20 MR. MILLER: Okay.

21 MR. CHRISTMAN: Yes, sir.

22 BY MR. MILLER: (Continuing)

23 Q Two hundred and ninety-eight that would be almost
24 immediately available. Do you see that?

25 A That's right.

#16-3-SueT

1 C I gather, Mr. Weismantle, that that statement --
2 let me just ask you, does that statement assume not only
3 that the buses would be immediately available but that there
4 would be drivers for those buses immediately available?

5 A Well, it just talks about the buses in the context
6 of this question so it's just referring to the availability
7 of the buses. Obviously you need a driver to transport
8 people out of the EPZ.

9 Q There is a statement towards the bottom of Page 58,
10 Mr. Weismantle: In an emergency LERO would seek from school
11 superintendents the release of some of the buses committed
12 to the schools outside the EPZ to respond to the emergency.
13 LILCO is confident that school officials with schools outside
14 the EPZ would agree to relinquish some school buses.

15 Do you see those statements?

16 A That's correct.

17 Q Now, again, the provision that LILCO would seek
18 from school superintendents the release of buses from the
19 schools outside the EPZ, that's nowhere mentioned in Revision
20 3, is it?

21 A I don't believe so, no.

22 Q And the statement about LILCO's confidence regarding
23 what school officials might and might not do, I gather that
24 is LILCO's judgment; is that correct?

25 A Well, yeah, it's not just LILCO's judgment. I

#16-4-SueT

1 think there has been a lot of testimony in this case by our
2 human behavior consultants, particularly Dr. Mileti, pertain-
3 ing to the way in which people behaved during emergencies and
4 how they basically take actions that involve steps on their
5 part to help in the emergency response --

6 Q Has Dr. Mileti --

7 A -- more than their usual actions on an everyday
8 basis; that is, people respond to the emergency in a positive
9 way and in general for the benefit of those people who are
10 in danger.

11 Q Has Dr. Mileti, to your knowledge, Mr. Weismantle,
12 offered any testimony that school officials would be willing
13 and ready to release their buses for use by other school
14 districts outside the EPZ?

15 Has he specifically offered that testimony to this
16 Board?

17 A I don't think so. I know he has offered testimony
18 in regard to the actions of teachers and his expectations of
19 their actions in terms of responding positively, in a positive
20 way to the emergency. But I don't recall questions or testi-
21 mony on this specific area you have asked.

22 Q Mr. Weismantle, the last sentence of Answer 63
23 states that at least some of these buses will be available
24 to bus companies to meet their commitments to schools.

25 Do you see that statement?

#16-5-SueT

1 A That's right.

2 Q Can you tell me how many buses will be available
3 under your understanding as set forth in this testimony?4 A Well, it depends on the bus company involved. Some
5 buses held back a higher percentage -- some bus companies held
6 back a higher percentage of buses as compared to others. No,
7 I don't have a table, a detailed listing, that would be able
8 to quantify for each bus company how many buses.

9 Q Can you give me an aggregate figure?

10 A I -- let me just confer.

11 (The witnesses are conferring.)

12 Well, it's in the hundreds. The reason we know
13 that, for instance, is that Baumann, the biggest supplier to
14 us, held back at least a hundred buses. And we know other
15 companies did not contract their entire fleet to us.16 Q When you say in the hundreds, Mr. Weismantle,
17 is it your testimony that it would certainly would be some
18 number above one hundred buses?

19 A Definitely.

20 Q Can you give me an outside range?

21 A I think -- we don't have the information with us.
22 I believe we may have had that tabulated at one point, but
23 I just don't think it would be appropriate for me to make
24 an estimate when I don't have that information here.

25 Q Mr. Weismantle, when you say that these bus companies

#16-6-SueT 1

2 have not committed their full fleets of buses to LILCO, are
3 you saying that the bus companies have buses which are not
4 committed to any other user?

5 A Yeah. We can't be sure. They probably do. But
6 I can't document that.

7 Q In that respect, Mr. Weismantle, you really don't
8 have a figure as to the number of buses that are not committed
9 to LILCO and yet would be available to LILCO; isn't that
10 correct?

11 A Would you repeat that question?

12 Q What I want to know is, do you have any figure
13 for the number of buses that have not been committed to
14 LILCO and yet may not be available to LILCO because they
15 could be committed to other uses?

16 A I'm confused. I'm sorry. I'm missing the point
17 maybe.

18 Q Okay. Let me back up.

19 A Could you rephrase it?

20 Q Let me try it again. You state that the bus
21 companies have not committed their full fleets of buses to
22 LILCO?

23 A That's right.

24 Q And that you think there are certainly more than
25 a hundred buses that would fall into that category?

A Yes.

#16-7-SueT 1

2 Q You agree with me, I gather, that these buses
3 which have not been committed to LILCO could be committed
4 to other users?

5 A Yes.

6 Q Therefore, these buses may not be available to
7 LILCO if LILCO should need them; isn't that correct?

8 A Unless other users release them to us; that's
9 correct.

10 Q Looking, Mr. Weismantle, at Answer 64, --

11 JUDGE LAURENSEN: Excuse me, Mr. Miller. Before
12 you go on to 64, I have a clarification still on 63.

13 On Page 58, the first two times that the number
14 970 appeared was altered by LILCO to 933. But the third
15 time it appears on Line 14 it hasn't been changed. Should
16 that also be 938 to conform to the rest of the testimony?

17 WITNESS ROBINSON: Yes, it should, Judge
18 Laurenson.

19 MR. CHRISTMAN: Yes.

20 JUDGE LAURENSEN: Could we have that change made
21 then just so the record is clear?

22 MR. CHRISTMAN: Sure.

23 JUDGE LAURENSEN: Thank you. Please proceed.

24 BY MR. MILLER: (Continuing)

25 Q Mr. Weismantle, in Answer 64 you state that you
have been informed by Baumann & Sons that all school districts

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2 require bus companies to have at least a ten to fifteen per-
cent reserve of bus drivers.

3

Do you see that statement?

4

A That's right.

5

Q Can you tell me, Mr. Weismantle, how many of these
6 reserve bus drivers would be immediately available if needed
7 to drive the buses?

8

A I -- you know, I think -- well, when

9

Q Do you know, Mr. Weismantle, or do you not know?

10

A When you say immediately available, that doesn't
11 give me enough information. For instance, if the particular
12 time you were talking about was when these bus drivers were
13 all at the bus company and about to board buses the answer
14 would be one thing. If it was at some time in the middle
15 of the day, I'm sure the answer would be different if --

16

Q Well, do you think --

17

A -- these bus drivers were at home having lunch.

18

Q Is it your understanding, Mr. Weismantle, that
19 these reserve bus drivers go to the garages in the mornings?

20

A As the answer indicates, there are some of them
21 as cited here for the case of Baumann who have other jobs;
22 that is, jobs not driving buses, and they would be at the
23 yard in the morning. Others wouldn't obviously.

24

Q Other than Baumann & Sons, do you have any

25

information from any other bus company that would lead you to

#16-9-SueT

1 conclude that these reserve bus drivers have other jobs with
2 the bus companies where they would be available during the
3 days?

4 A (Witness Robinson) I have spoken to two other
5 bus companies on this subject where what personnel they do
6 have would be available as spare bus drivers in addition
7 to their regular backup drivers that they would have to call
8 in. But at least in the two cases in which I spoke to the
9 people, everybody that's on the premises -- that's the way
10 they work it, that's the way Baumann does -- if they need
11 them, they can drive -- they are certified to drive a bus,
12 they are licensed to drive bus. That's just the way they
13 work it.

14 So that if -- I know that's how it is for three
15 of the large companies. I cannot tell you that it's true
16 for each and everyone of them. Some of them may not have as
17 many nondriving employees as the large companies that have
18 their own shops.

19 Q Could you tell me, Mrs. Robinson, the two other
20 companies you talked to?

21 A Huntington Coach and Educational Bus Company.

22 Q Can you tell me the reserve, the percentage reserve,
23 that -- of drivers that those two bus companies have?

24 A No, I can't offhand.

25 (Witness Cordaro) Mr. Doremus, in his testimony,

#16-10-SueT1

1 addresses an added safety factor here, namely that teachers
2 and other personnel and employees of the school districts
3 themselves will be qualified to drive buses in the event of
4 an emergency.

5 And I believe even the go-home plan for the
6 Riverhead school district talks about the fact that teachers
7 and even custodians have the proper certification to drive
8 the bus in the event of an emergency which requires a reliance
9 on the go-home plan.

10 Q And that assumes, Dr. Cordaro, doesn't it, that
11 those teachers and other personnel would be willing to drive
12 those buses?

13 A Yeah. In fact, Dr. Doremus states that in his
14 testimony, the fact that the basis for making an assessment
15 as to what kind of additional personnel he requires will be
16 based on discussions and interviews with bus drivers, a survey
17 basically to determine who was willing to perform their function
18 and who has some degree of reluctance in order to establish
19 this reserve number.

20 Q Mr. Weismantle, the statement at the top of Page
21 60 says: Where school emergency plans assign responsibilities
22 to specific individuals provisions should be made for backup
23 personnel alternates in the event that the designated individuals
24 are unavailable.

25 Do you see that statement?

#16-11-SueT 1

A That is correct.

2 Q Such provisions are not anywhere in the LILCO
3 plan, are they?

4 A No. This is the -- you know, what we are talking
5 about here are details that would not be shown in any emergency
6 plan I'm familiar with, and it's not the practice certainly,
7 and is not appropriate in my opinion, but is rather the type
8 of detail that would, if any place, be contained in the plans
9 of the school districts themselves.

10 Q Mr. Weismantle, Answer 66, you talk about training
11 that will be offered to school personnel.

12 A That's correct.

13 Q Have any school districts accepted this offer of
14 training at this point?

15 A We haven't -- well, we have talked about training
16 to the school districts. We haven't specifically offered it
17 to them at this time.

18 Q Do you have any indication, any agreement, from
19 school districts to accept this training once you offer it?

20 A Well, as I said, we haven't offered it yet. We
21 don't have an agreement, any agreements, along those lines at
22 this time. No.

23 Q Mr. Weismantle, looking at Answer 67 on Page 61,
24 you state that the balance of LERO bus drivers will be
25 trained and will obtain Class 2 licenses in the next several

#16-12-SueT

1 months. Certification is done by the superintendent of the
2 school district, and so any district can certify LERO drivers.

3 Do you see that statement?

4 A That's right.

5 Q At this time, Mr. Weismantle, have any school
6 districts certified LERO drivers, to your knowledge?

7 A No. We haven't asked for such certification.

8 Q Now, Answer 68, Mr. Weismantle, states -- talks
9 about the Riverhead Centrals plan, says that if a bus driver
10 cannot be reached a properly licensed teacher or custodian
11 will be assigned to drive the bus.

12 Do you see that statement?

13 A Yes.

14 Q Do you know of any schools district, for any
15 school district the number of properly licensed teachers or
16 custodians within those school districts?

17 A No, we don't have specific figures.

18 Q Now, looking at Answer 69, Mr. Weismantle, you
19 talk about severe weather conditions. Let me just ask you,
20 are you equating severe weather conditions with a radiologi-
21 cal emergency with respect to the availability of school bus
22 driver?

23 end #16

24 joe flws

25

1 A Well, the question addresses buses, not bus
2 drivers. That is the question and answer in our testimony.
3 I think you were asking about bus drivers.

4 Q Yes.

5 A Well --

6 Q Let me ask again. Do you equate severe weather
7 conditions with a radiological emergency in terms of the
8 availability of school bus drivers?

9 A I guess maybe I am not understanding. I thought
10 your question was premised by reference to Question 69, and
11 the Answer to 69, which simply addresses buses, not bus
12 drivers?

13 Q Can you answer my question?

14 A Let me make sure I understand it.

15 Q Well, do you think that a bus driver who would
16 show up when it is snowing to drive a bus would also,
17 necessarily show up if there is a radiological emergency
18 at the Shoreham plant?

19 A I think this goes to issues that have already
20 been litigated, and to try to sum what what has been said
21 before by LILCO witnesses, --

22 Q I am asking your opinion.

23 A Well, I am giving you my opinion. The answer
24 is yes, and it is based on the fact that our human behavioral
25 consultants who are knowledgeable about the behavior of

1 people in emergencies, have testified to that, and based
2 also on their advice pertaining to the type of training and
3 information that we will be offering, as we indicate in this
4 testimony and have elsewhere, school bus drivers.

5 Q Mr. Weismantle, in Answer 70, on page 62, it says
6 that: If, however, the students are taken to schools outside
7 of the EPZ instead of to their homes, then supervision can
8 be provided by the receiving school's staff.

9 Do you see that statement?

10 A That is right.

11 Q We have talked about the fact there is no agree-
12 ments with receiving schools at this point. Are there any
13 agreements, to your knowledge, with the staffs of the receiving
14 schools that LILCO might call upon?

15 A No, there are no such agreements.

16 Q And with respect to the last sentence, Mr.
17 Weismantle, in Answer 70; alternatively, provisions for
18 teachers or other staff in the evacuating school to accompany
19 the students can be included in the school's disaster plan.

20 Do you see that statement?

21 A Yes.

22 Q There aren't any existing school plans that have
23 such provisions, are there?

24 A Let me check something. Mr. Doremus' testimony,
25 he indicates teachers who would supervise students. It is

1 on page 8 of Dr. Doremus' testimony.

2 Q Yes, sir. My question is: To your knowledge,
3 do any of the school districts have in their plans provisions
4 for teachers or other staff from the evacuating schools to
5 accompany the students?

6 A I don't see it specifically in the -- specifically
7 in the plans, attached to Dr. Doremus' testimony. I believe
8 though if your question is a general one, that there are
9 other plans in New York State whereby teachers are expected
10 to accompany students and supervise them in buses during an
11 evacuation.

12 Q Let me limit my question to the schools either
13 within the EPZ or with students who reside in the EPZ. Are
14 you aware of any plans by those school districts to have
15 provisions for teachers to accompany the students on the
16 buses during an evacuation?

17 A No, not now.

18 A (Witness Cordaro) It is obvious from Dr.
19 Doremus' testimony that they plan to do so. It is just the
20 fact that a final plan is not in existence yet, and I think
21 the letter from the Co-President of the Teachers Association
22 of that school gives credence to the fact that the teachers
23 would cooperate in such a plan, at least for that school
24 district.

25 MR. MILLER: Judge Laurenson, I would move to

1 strike Dr. Cordaro's last comments. Dr. Doremus will be
2 here tomorrow testifying. My question didn't ask Dr. Cordaro
3 to tell me what Dr. Doremus is going to tell me tomorrow.

4 And if he tells me that tomorrow, fine. But
5 I think it is inappropriate the comments that were just
6 made on the record.

7 JUDGE LAURENSEN: I think we should wait until
8 the testimony tomorrow. The Motion is granted.

9 BY MR. MILLER: (Continuing)

10 Q Mr. Weismantle, with respect to parochial
11 schools, would you agree with me that the parochial schools
12 within the EPZ geneally do not have buses available to them?
13 Buses which they control?

14 A Yeah. Ms. Robinson can answer that.

15 A (Witness Robinson) That is correct. The sending
16 districts generally provide the transportation. That is,
17 the districts in which the children reside rather than the
18 one where the school is located.

19 Q Let me ask you, Mr. Weismantle, about Answer 71
20 on page 63. The last two sentences: Because some schools
21 may require buses to make more than one run, the delay in
22 evacuation of children may be extensive. This will not
23 endanger the children, because they will be sheltered in the
24 school buildings, which offer good shielding while waiting
25 for the return of the buses.

1 Do you see those statements?

2 A (Witness Weismantle) That is right, yes.

3 Q Now, I take it, Mr. Weismantle, that this answer
4 assumes that there is an evacuation, correct?

5 A Yes, the question postulates an evacuation.

6 Q And what you are saying is that the fact that
7 some school children may not be able to immediately
8 evacuate would make no difference in terms of the adequacy
9 of the protective action for those children?

10 A Could you repeat that question?

11 Q Yes. What I am asking is: Are you saying in
12 this testimony, these last two sentences specifically, that
13 the fact that some school children may not be able to be
14 immediately evacuated, would make no difference in terms of
15 the adequacy of the protective action for those children?

16 A Essentially that is what we are saying.

17 Q Do you -- or would you agree with me, Mr.
18 Weismantle, that while on buses, there is essentially no
19 shielding factor for the passengers of that bus?

20 A That is right. You don't take credit for any
21 shielding normally.

22 MR. MILLER: Judge Laurenson, I am up to Roman 7
23 on page 63 of the LILCO testimony, which is another logical
24 stopping point, if we maybe could pick up in the morning
25 and go on to the procedural matters.

1 JUDGE LAURENSEN: How much longer do you have
2 to go on this panel?

3 MR. MILLER: Although there are a lot of pages
4 left, I think that the number of questions are less for
5 these last thirty pages because of some of the areas have
6 been covered in the previous sixty pages.

7 I would think that maybe as little as an hour;
8 maybe as much as an hour and a half or even two hours, but
9 probably more. Somewhere between an hour and two hours.

10 JUDGE LAURENSEN: The problem that I see is
11 that with the schedule you have all apparently agreed upon
12 for this week, it doesn't seem to allow enough time to get
13 all the witnesses in, and yet there are some witnesses that
14 have to be completed this week for scheduling conflicts
15 and so forth, and I think that we had better press ahead
16 here for at least a little while longer to get as much done
17 as we can this afternoon.

18 MR. MILLER: Judge Laurenson, I am not sure
19 I understand. I know we have a tight schedule this week
20 for sure. I was under the impression the only witnesses
21 that had to come up this week were Mr. Barnett and Dr.
22 Harris and Dr. Mayer, the County's hospital witnesses.

23 JUDGE LAURENSEN: That is correct, yeah.
24 We only have two more days left.

25 MR. MILLER: It is my impression from my

1 discussions with other lawyers that neither of those panels
2 should be full day panels, though. Either the hospital
3 panel for the County, or Mr. Barnett.

4 JUDGE LAURENSEN: Well, we still have to finish
5 this panel. You have another hour or so to go, Mr. Zahnleuter
6 I am sure has some questions. We have redirect examination.

7 I just think we should move on and get a little
8 bit more done here.

9 MR. MILLER: Thank you.

10 BY MR. MILLER: (Continuing)

11 Q Would you look, please, Mr. Weismantle, at page 67.
12 I think here we are talking about the Shoreham Wading River
13 Schools. Whether there is a suitable place for sheltering
14 their students.

15 There is mentioned on page 67 -- well , let me
16 read it: The Middle School has a low ceiling and low beamed
17 basement, which could be modified to accommodate the students
18 and staff. Provide a shielding factor of approximately .3.
19 Do you see that statement?

20 A (Witness Weismantle) Yes.

21 Q These modifications haven't been done at this
22 time, I take it, is that right?

23 A No, they haven't.

24 Q Without such modifications, Mr. Weismantle, is
25 it your understanding that the first floor quarter providing

1 a shielding factor of .8, would have to be used?

2 A I -- you know, I think this question could be
3 best answered by Mr. Miele. I suggest you hold off until
4 he is back tomorrow morning.

5 Q Okay. Let's look then at Answer 79 on page 68.
6 It states -- this is around the middle of the page: If there
7 were a real accident, of course, it is our judgment that
8 the community college would open its doors to the students
9 without a doubt.

10 Talking about the Suffolk County Community
11 College. Do you see that statement?

12 A That is right.

13 Q Are you aware, Mr. Weismantle, that the President
14 of the Suffolk County Community College has testified in
15 this proceeding?

16 A I am aware he sponsored testimony, yes.

17 Q Are you aware, Mr. Weismantle, that the President
18 of that college has taken the position that the college will
19 not be used to implement the LILCO Plan?

20 A Yeah, I believe that is his position.

21 Q Are you saying then, Mr. Weismantle, that you
22 choose to disbelieve the position that has been taken by
23 the President of the College?

24 A (Witness Cordaro) It is not a --

25 Q Mr. Weismantle?

1 A (Witness Weismantle) I think what I am saying
2 is similar to what has been said -- I said before in two
3 areas. One is, you are talking about a situation now that
4 would change if and when the plant was licensed and began
5 to operate.

6 Second, in terms of how people actually behave
7 in emergencies as opposed to what they say they will do, there
8 has been extensive testimony by human behavior experts that
9 indicates that people would act in a rational, positive way
10 to respond to an emergency, and Dr. Cordaro has something
11 to add.

12 A (Witness Cordaro) If, indeed, the plant does
13 receive a license and go into operation, I have little doubt
14 that the President of Suffolk Community would take the
15 responsibility of refusing the availability of his facility
16 for the relocation of school students in the event of an
17 emergency.

18 Q That is your personal opinion, Dr. Cordaro?

19 A That is my personal opinion and in exercising some
20 sommon sense, too.

21 Q Mr. Weismantle, will you look at the bottom of
22 page 68, the mention that there is a possibility that the
23 students from the Shoreham Wading River School District
24 could be sent to SUNY-Westbury.

25 Do you see that statement?

1 A (Witness Weismantle) Yes.

2 Q SUNY-Westbury is not listed in Revision 3 of the
3 Plan, is it?

4 A No, I don't believe it is.

5 Q Does LILCO have any agreement with SUNY-Westbury
6 to use their facility as a relocation center?

7 A Ms. Robinson can address that.

8 A (Witness Robinson) The Nassau County Chapter
9 of the American Red Cross does; LILCO does not.

10 Q LILCO does not?

11 A No, LILCO does not intend to operate relocation
12 centers.

13 Q Do you know, Ms. Robinson, if SUNY-Westbury has
14 agreed to serve as a reception relocation center in the event
15 of a radiological emergency at the Shoreham plant?

16 A SUNY-Westbury has an agreement with the Nassau
17 County Red Cross, which is their standardized agreement, and
18 does not specify what the emergency must be.

19 It simply deals with declaration of an emergency
20 and it is a form that is used, to the best of my knowledge,
21 by the National Red Cross and supplied to Chapters, and
22 it simply -- the Red Cross calls upon them and says: We
23 have an emergency, and we have to use it.

24 It does not specify whether it is a natural or
25 man made emergency. It just covers emergency.

1 Q Mr. Weismantle, looking at page 70, and here I
2 think your testimony is discussing the Little Flower
3 Elementary School. You state: Our current plan, which is
4 of course subject to a-proval by the school, is to send
5 the students to LILCO's Green Lawn operations center, where
6 there are bathrooms and ample space for eighty students.

7 Do you see that statement?

8 A (Witness Weismantle) Yes.

9 Q LILCO's Green Lawn center, operations center,
10 is not set forth in Revision 3 of the Plan as a relocation
11 center, is it?

12 A That is right. It is not specifically referenced.

13 Q And I gather that it is still the case that as of
14 today, the Little Flower Elementary School has not approved
15 sending its students to LILCO's Green Lawn operations
16 center, is that correct?

17

18

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20

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25

1 A (Witness Robinson) That is correct.

2 A (Witness Weismantle) That is right.

3 Q The statement at the bottom of page 71 in answer
4 81, will you look at that where it says, "Even if there were
5 some parents who could not be reached to come to the school,
6 in all probability there would only be a handful of
7 children in this situation and the director of the school
8 could personally take care of any children whose parents
9 did not come until LERO would provide a bus and driver."

10 Do you see that statement?

11 A That's right.

12 Q Here you are talking about the Wading River
13 Cooperative Play School, correct?

14 A Yes.

15 Q To your knowledge, Mr. Weismantle, has the
16 director of that school specifically agreed that he will
17 personally take care of any children whose parents did
18 not come until LERO would provide a bus and driver?

19 A I want to check for a minute.

20 (Witnesses conferring.)

21 There were discussions by people who reported
22 to Mrs. Robinson on this subject with the director of this
23 facility, and this reflects the content of those discussions.

24 Q Mrs. Robinson, let me ask you then if you had
25 the discussions?

1 A (Witness Robinson) Not personally. It was
2 employees who reported to me.

3 Q Is it your understanding that the director of
4 the Wading River Cooperative Play School has specifically
5 said that he or she will personally take care of any
6 children whose parents do not come until LERO could
7 provide a bus and driver?

8 A When you say specifically, I have to say no
9 because I was not present in the meeting, and I don't
10 know the specific words that were used.

11 I do know that as a result of that meeting and
12 as a result of the discussions that these people had with
13 us, that the director would not leave the children that
14 were in her care and that there -- one of the things that
15 has been discussed was would this director take the children
16 with her in her own car to a relocation center, would they
17 wait for a LERO bus.

18 But I can't give you a specific statement. So
19 when you say "specific," that is where I am hung up on
20 that. But, yes, this was based on conversations with the
21 director and what she saw as her responsibility to those
22 children.

23 Q This is your understanding of conversations which
24 you were not personally involved in?

25 A That is correct. This was reported to me.

1 Q Mr. Weismantle, if you would look at the top of
2 page 73, there is a statement that it is safe to assume that
3 the schools would be no less effective as shelters than the
4 homes where the children presumably would be if they were not
5 at school.

6 Do you see that statement?

7 A (Witness Weismantle) Yes, I do.

8 Q I gather, again Mr. Weismantle, that this is
9 LILCO's judgment?

10 A Well, again, I think Mr. Miele is the one to ask
11 this, and he answered it where a similar statement was made
12 in another part of our testimony, unless this was the place
13 that the question referred to. I can't recall.

14 Q This was not the place.

15 A He gave you a general answer that covered his
16 understanding of the nature of the buildings these
17 nursery schools occupied throughout the EPZ.

18 So I think his answer applies to this as well.

19 Q I will ask Mr. Miele tomorrow.

20 Mrs. Robinson, let me ask you, there is a
21 statement at the bottom of page 74 talking about the
22 Rocky Point Union Free School District.

23 It says, "Because of the compactness of the
24 district, we are advised that it takes only about one hour
25 and 15 minutes to send all the students home from the time

1 an early dismissal is initiated."

2 Do you see that statement?

3 A (Witness Robinson) Yes, I do.

4 Q Who has advised LILCO as to this?

5 A We have had a number of discussions with the
6 superintendent of schools there as well as other personnel.

7 Q Has the superintendent of the Rocky Point
8 Union Free School District told you that it only takes
9 one hour and 15 minutes to send all the students home?

10 (Witnesses conferring.)

11 A He did not make that statement to me personally.

12 Q To someone who works for you?

13 A Yes. And again, I am going to -- it was a
14 representative of the school district. I would have to
15 check my work notes to see if it was the superintendent or the
16 director of transportation.

17 Q Do you know how many busses, Mrs. Robinson,
18 and how many bus runs this one hour and 15 minute time
19 estimate assumes?

20 A I believe I can get that for you from one of the
21 attachments, if you want to take the time.

22 Q Maybe you could just look --

23 A I am sorry. It is in question 84, the answer to
24 question 84. It is 25 busses and three runs.

25 Q That is your understanding? Twenty-five busses and

1 three runs and they can send their students home in one
2 hour and 15 minutes?

3 A That's right.

4 Q When the statement is made, Mrs. Robinson,
5 that all the students can be sent home from the time an
6 early dismissal is initiated, again, can you tell me what
7 that means -- "dismissal is initiated"? What are the end
8 points of that time?

9 A It starts when the superintendent orders an
10 early dismissal or decides an early dismissal until the last
11 child arrives home.

12 Q It does not start from the time the students board
13 the busses?

14 A I don't believe so, no.

15 Q Mrs. Robinson, the Middle Island Central School
16 District, which is talked about on page 77 of the LILCO
17 testimony, that is one of the school districts that has
18 passed the resolutions that we were talking about earlier,
19 correct?

20 A That is correct.

21 MR. MILLER: Let me try again, Judge Laurenson.
22 I am up to page 80, another logical stopping place.

23 JUDGE LAURENSEN: At this time we will discontinue
24 the cross-examination of this panel which will be resumed
25 at 9:00 a.m. tomorrow morning. So at this point the

1 witnesses are excused.

2 We will switch over to the procedural discussion
3 referenced earlier and, before we get into that, I want to
4 just have a brief discussion concerning scheduling for the
5 rest of this week which will be off the record.

6 (Discussion off the record.)

7 JUDGE LAURENSEN: We are back on the record now.
8 We just conducted a brief scheduling discussion. We
9 had two matters that will be presented orally now. The
10 first one is the oral argument concerning the Suffolk
11 County's motion for a stay of emergency planning hearings.
12 This was filed yesterday and none of the other parties have
13 had an opportunity to respond to that. And the indication
14 this morning was that the parties would be willing to
15 submit an oral argument on the record at this time in lieu
16 of filing any written briefs.

17 Upon completion of that oral argument,
18 we will then turn to a discovery dispute between LILCO and
19 Suffolk County concerning certain training documents.
20 So first we will go to the Suffolk County motion for stay
21 of emergency planning hearings.

22 We have read the county's motion. Does LILCO
23 wish to be heard on this?

24 MR. CHRISTMAN: Yes, very briefly.

25 We naturally oppose the motion for stay. The motion is

1 premised on the idea that in the next revision of the
2 plan, which is aimed at correcting any deficiencies that
3 FEMA found in the RAC review, will make the whole
4 existing plan null and void, that we will withdraw
5 revision 3, that everything we have done now and are doing
6 now is of no importance.

7 That simply, in the first place, there is no
8 way that the county can make that sort of representation
9 with any assurance, not having seen the revision, the
10 next revision.

11 In the second place, it is highly unlikely
12 that this revision, which is aimed at correcting certain
13 specific deficiencies that were found by the RAC review,
14 will make any major change to the testimony that has
15 already been prefiled. And in essence what we have here
16 is yet another attempt here to argue the county's motion
17 to fix the data base that they filed a long time ago and
18 that was rejected and has always been rejected.

19 This is simply a matter of adjusting the plan
20 in certain specific ways to respond to the findings of
21 the RAC committee. And if there are specific ways in which
22 those changes need to be addressed in testimony, they can
23 be addressed at the time it becomes necessary. But it is
24 simply impossible to say right now that even a single word
25 of additional testimony is going to have to be filed based

1 on that additional revision.

2 JUDGE LAURENSEN: Let me just ask one question,
3 Mr. Christman, does LILCO at this time have a date on
4 which rev 4 will be published, filed, distributed, whatever?

5 MR. CHRISTMAN: No date, no date certain.
6 However, I am told that this estimate that the county
7 put in its footnote, within a few weeks, is reasonable,
8 I would say. We are talking two to four weeks, I think.

9 JUDGE LAURENSEN: Mr. Zahnleuter?

10 MR. ZAHNLEUTER: Since there definitely is a
11 rev 4 that is coming out and since we don't know what it is
12 going to cover, it presents a lot of problems for us. I
13 guess I can only say, I am only prepared to say that I wish
14 that we do not waste any time cross-examining testimony
15 and making points and raising issues that will be mooted out
16 by the next revision.

17 I think that is what we are trying to guard
18 against. I just wish that we had more information available
19 to us because now it looks like some of this testimony
20 will be moot and a lot of the time will be wasted. And I
21 think that is the thrust of the county's motion, that we not
22 waste time.

23 MR. CHRISTMAN: You know what the RAC review
24 findings are and the county had two lawyers at the meeting
25 to discuss the RAC review findings, and since this revision

1 is to address those RAC review committee findings, everyone
2 has a pretty good idea of what rev 4 will look like.

3 JUDGE LAURENSEN: Mr. Bordenick?

4 MR. BORDENICK: First of all, I think the
5 motion is very premature. If we don't know -- we have some
6 general inclination as to what revision 4 may or may not
7 contain, but until it is actually here, it is difficult to
8 talk about it concretely as opposed to the abstract.

9 One thing appears certain, there will be a
10 revision 4. There were previous revisions and the county
11 has raised the same sort of arguments with respect to
12 those revisions. And the Board, admittedly in somewhat
13 different context, has addressed those previous arguments.
14 I have several orders that I would like to refer the
15 Board's attention to and the parties, if they want to look
16 at them.

17 Doing this chronologically, on December 23, 1983,
18 the Board issued an order granting in part Suffolk County's
19 motion for discovery and response to Lieberman testimony
20 and to revision 2 of the LILCO plan. The other order is
21 dated February 3, 1984. It is Memorandum and Order
22 Ruling on Intervenor's Proposed Emergency Planning
23 Contentions Modified to Reflect Revision 3 of the LILCO Plan.

24 I think on reading these Board orders or when
25 the Board goes back to look at them and the other parties do,

1 you will see, in effect, the Board has already set up
2 procedural mechanisms to deal with revisions. I think the
3 Board has all along recognized -- I don't remember the
4 precise order. It is not one of the two orders I have just
5 cited. The Board recognized that this is a living, changing
6 document. It is not a document that any given version of
7 is cast in concrete.

8 And the Board has set up procedures in the past
9 and procedures can be set up in the future when revision 4
10 appears for both discovery and contentions. I won't go
11 into a lot of detail on what those procedures were.

12 I might say that in the February 3 order there
13 was a fair amount of discussion by the Board on -- there is
14 one subsection on page 4 of that order that is headed
15 Applicable Law.

16 I also might point out that as recently as
17 April 23, 1984, the county, in a filing that is titled
18 Suffolk County Response to LILCO's Motion to Set Deadline
19 for Submission of New Contentions Relating to RAC Review,
20 discussed why in their view it was not necessary to file
21 contentions at the time that FEMA came in with their RAC
22 review.

23 And so I am somewhat at a loss to understand
24 how they could make the statements they made in that
25 April 23 filing as relates to the RAC review and how they

1 can come in with their motion which principally seems
2 to focus on the fact that revision 4 is apparently intended
3 to address the 32 deficiencies identified in the FEMA RAC
4 report.

5 So taking into account the two Board orders and
6 the county filing that I have referenced, I think there is
7 ample past precedent in this very proceeding to reject the
8 county's motion either on the merits or on the grounds
9 that it is premature.

10 JUDGE LAURENSEN: Does the county wish to reply?

11 MR. MC MURRAY: Yes, Judge Laurenson.

12 Mr. Christman has said that we are likely to see
13 no major changes in rev 4 and that we all have a pretty
14 good idea of what rev 4 will look like. Frankly, we have
15 heard that argument before. Mr. Irwin made the same
16 representations regarding rev 3 and what we were, in fact,
17 presented with was over 800 pages of revisions.

18 Frankly, I think that rev 4 is likely to be just
19 as extensive as rev 3. Not only is it likely to address
20 the FEMA RAC review recommendations, but also LILCO's
21 witnesses have almost daily given us certain revisions,
22 changes to the plan, amendments, whatnot, on the stand and
23 I am sure that LILCO's plan is likely to address other
24 revisions like that as well.

25 So we just can't bank on the fact that it is only

1 going to respond to the RAC review. And even if it is,
2 we don't know really how it is going to respond. We have
3 got some ideas, but until we see that plan, we don't know
4 what the extent of the changes are going to be in the plan.

5 In addition, Mr. Bordenick has again brought
6 up the fact that this is a living document. I have two
7 responses to that.

8 Frankly, it is about time that this document
9 grew up, became an adult, became responsible for its
10 actions and actually meant what it said. But number two,
11 I think Mr. Bordenick's argument misses the point.

12 The point is that every time this plan passes
13 through a life cycle, there are substantial revisions.
14 And if the Board is going to consider those revisions,
15 we have a right, under the UCS case that came out on Friday,
16 to inquire into those revisions and into the changes that
17 have been made. And frankly, if those changes are substantial,
18 as it appears they are going to be, then it is quite likely
19 that any further cross-examination is going to be mooted;
20 testimony that has been submitted is going to be mooted. And
21 the parties will just have wasted a lot of time.

22 I don't know how much time we will have wasted,
23 but we are bound to have wasted a lot of time. That is what
24 we are trying to avoid here.

25 JUDGE LAURENSEN: We did obtain a copy of the

1 slip opinion on the UCS case, and I was unable to find
2 the reference in that case that would support your argument
3 here.

4 Can you pinpoint it as to what page or what
5 particular holding of that case you are referring to?

6 MR. MC MURRAY: Judge Laurenson, the holding is --
7 and I am afraid I don't have the case right here with me,
8 but when there is everything that the Board is going to
9 consider in determining whether or not to authorize the
10 granting of a license is subject to hearing, if a hearing
11 is, in fact, requested by the parties.

12 Now, if the revisions that are going to appear
13 in revision 4 are, in fact, going to be considered by the
14 Board and relied upon in determining whether or not to
15 authorize a license, then the county has an absolute right
16 to ask for a hearing on those revisions and to have
17 cross-examination, submit testimony, submit contentions,
18 et cetera.

19 That is the holding of the UCS case.

20 MR. BORDENICK: And my whole argument is that this
21 Board has already set in motion in past orders the
22 vehicle to grant the very thing you are talking about.

23 JUDGE LAUREN. ON: I don't want to go into another
24 round of arguments or anything, but if anyone wants to
25 respond to the question that I addressed to Mr. McMurray

1 concerning the application or appropriateness of the UCS
2 decision, I will permit that.

3 MR. CHRISTMAN: I have got the slip opinion on
4 that. I don't think it bears on this particular issue.

5 JUDGE LAURENSEN: At this point then we will move
6 on to the next item. We will consider the motion, the
7 arguments made here, and we will attempt to have a decision
8 for you tomorrow on this motion for stay.

9 We will move on now to the discovery dispute
10 and just to set the stage for that, during our last
11 recess this afternoon, we were presented with four letters
12 between counsel for LILCO and Suffolk County concerning
13 ten discovery items that were requested, and we were
14 informed that there is a dispute concerning at least some
15 of these items and that the parties would be prepared
16 to present that dispute to us now.

17 In reviewing the last letter, which is the May
18 29, 1984 letter from Miss Monaghan, it appears to us that
19 there are perhaps three or four of those ten items in
20 disagreement, but maybe we could at least eliminate the ones
21 where there is not dispute so we don't spend time
22 considering those.

23 Have you narrowed the dispute among yourselves
24 so we can focus on that?

25 MR. MILLER: I have narrowed the dispute. This

1 afternoon I have read Miss Monaghan's letter for the
2 first time, and I agree with you that on the basis of
3 this letter I think we can now do away with items 1, 2, 5,
4 6, 7, 8, and 9.

END 18

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1 I have a clarification point on Item 11 which may
2 make that item go away. And I have a relatively small con-
3 cern I think on Item 3. Primarily, my concerns still remain
4 with Items 4 and 10. And if you like I will basically restrict
5 my arguments to those items.

6 JUDGE LAURENSEN: As I understand, the County has
7 requested these documents and LILCO has indicated that they
8 aren't going to provide them for whatever reason.

9 Do you want to go first?

10 MR. MILLER: I will go first.

11 JUDGE LAURENSEN: We will treat this, I guess, as
12 a motion to compel production.

13 MR. MILLER: Judge Laurenson, let me first set
14 forth very briefly -- it has been a long day -- the setting
15 for how this dispute came about. As the Board will probably
16 recall, the LILCO training testimony together with the County's
17 training testimony was filed in early April, some time after
18 the other testimony for Group II-A and Group II-B.

19 I think fairly shortly after the filing of the
20 testimony, within roughly two weeks, I sent a letter to
21 LILCO to Ms. Monaghan asking for documents which had specifi-
22 cally been referenced in LILCO testimony. And that's my
23 letter of April 18th. It has been a common practice in this
24 proceeding I think from the beginning that we've had a period
25 of what I guess you could call formal discovery and then there

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1 is always a period of maybe more informal discovery where once
2 the testimony has been filed and the parties have gone through
3 that testimony and documents have been mentioned or relied
4 upon by witnesses which have not previously been provided to
5 the parties, the parties requested those documents. And I
6 think in most cases -- really, I have trouble in thinking of
7 any case where a party refused. The documents were produced
8 once the documents were relied upon in that testimony and
9 another party to the proceeding said: Since you have relied
10 on that kind of documentation and we haven't seen it, we want
11 it for purposes of cross-examination.

12 In any event, my letter went out on April the 18th.
13 Ms. Monaghan replied on May the 14th. Since then we had --
14 my letter went back to her on May the 24th requesting the
15 documents again and stating that I disagree with her position
16 and then the last letter was yesterday, which we received
17 today, regarding the final position I suppose of LILCO.

18 It comes down I think, Judge Laurensen, to where,
19 as I said, my main concerns are Items 4 and 10. Item 4 re-
20 quests in a nutshell completed critique and evaluation forms
21 that have been filled out by LILCO drill instructors, trainers
22 evaluating the performance of I gather trainees during drills
23 and exercises. LILCO has provided, it is my understanding, to
24 the County blank evaluation forms and blank critique forms, but
25 no completed forms have been provided.

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1 LILCO's position, as set forth in their letter of
2 yesterday, appears to be that the LILCO training testimony
3 referenced in my letter of April 18th is limited to the
4 existence of an objective critique process and does not rely
5 on the contents of completed critique forms. And basically
6 LILCO takes the position that therefore my request is broad
7 and vague and doesn't lead to discoverable material.

8 Clearly, under the regs my request does lead to
9 properly discoverable material. The reg says that you can
10 request and obtain material when the information sought appears
11 reasonably calculated to lead to the discovery of admissible
12 evidence. You will notice in my April 18th letter, in Item 4,
13 I gave examples of where in the LILCO testimony these critique,
14 completed critique, and evaluation forms are cited by the
15 LILCO witnesses. I gave five examples, five different pages
16 scattered throughout the testimony, beginning on Page 44 and
17 going through to Page 111.

18 And that was a random selection on my part. There
19 are many more instances where those words "critique forms"
20 and "evaluation forms" show up in the LILCO testimony. It's
21 obvious that the -- to preclude giving the County these
22 completed forms could seriously impact the effectiveness and
23 the fairness of the County's cross-examination of the LILCO
24 panel. The LILCO witnesses relied on these forms; the LILCO
25 witnesses talk about these forms. The LILCO witnesses talk

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2 many, many times about the drills, about how allegedly they
3 teach trainees how to perform jobs, about how instructors
4 ensure that trainees learn their jobs by critiquing and
5 examining and watching over the trainees.

6 And yet when we ask for the only documentation,
7 to my knowledge, which would evidence whether or not LILCO
8 has truly performed what their witnesses in their testimony
9 say they have done, we have been denied it by LILCO. It is
10 relevant evidence. It is admissible evidence. It is clearly --
11 we are clearly entitled to it.

12 And, as you know again, we don't have to show that
13 the documents themselves would be admissible as long as they
14 could possibly lead to admissible and relevant evidence.

15 With respect --

16 JUDGE LAURENSEN: Let me ask you just a question.
17 Based on what LILCO's defense is, they claim that their
18 testimony doesn't refer to any of the completed forms but only
19 to the, I guess, general objective critique process.

20 MR. MILLER: I would disagree with that.

21 JUDGE LAURENSEN: Okay.

22 MR. MILLER: If you look at the exact pages which
23 I cited in my letter of April the 18th -- I haven't had time
24 frankly today to go look for other pages, I've looked at the
25 exact pages in my April 18th letter, and every page I think
that I cite in that letter supports my position. The very

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2 first page, Page 44, the language talks about critique of
3 the application by the drill and exercise controllers and
4 observers. To me, that says you are not talking about the
5 general observable standards of the instructors. You are
6 talking about the fact that those instructors critique their
7 trainees.

8 And it's my understanding -- I'm led to believe --
9 that there are documents out there which have the written
10 comments by the instructors, and we are entitled to those
11 comments. We are entitled to see how the trainees actually
12 have performed.

13 Ms. Monaghan's argument that this goes to Contention
14 44.F -- I'm sorry, I've got the wrong item I guess. I guess
15 her argument is basically again that this just falls within
16 the objective critique process. And, again I say that if you
17 look, for example, at Contention 40 which talks about the
18 County's position that the lack of experience and the lack of
19 teaching trainees how to perform their jobs, that directly
20 goes to the issue of the adequacy of the training of the
21 LILCO personnel.

22 Within the LILCO testimony on Contention 40, this
23 critique, these forms and these evaluation forms, are men-
24 tioned at least two or three times to my knowledge that I've
25 seen today. And again I think I could find more examples.

So, that's my argument, not to prolong it. The

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1 other main argument I have, Judge Laurenson, is in a way a
2 similar argument. It's Item 10 which goes to the annual
3 exercises.

4 We had requested specifically all documents re-
5 lating to proposed annual exercises to be conducted at the
6 Shoreham plant that have not already been given to the County,
7 if any. The position taken here by LILCO is that the only
8 thing in our contentions which goes to the annual exercise is
9 Contention 44.F, and that therefore we are not entitled to
10 any of this documentation which we are seeking regarding the
11 annual exercise.

12 I look at again the pages from LILCO testimony
13 which I cited as examples in my original April 18th letter,
14 and it's true that Pages 72 to 76 do fall within Contention
15 44.F. But it took me no more than thirty seconds to find
16 other pages in the LILCO testimony dealing with other con-
17 tentions other than Contention 44.F where the FEMA-graded
18 annual exercises are talked about by the LILCO witnesses.

19 I will give you an example. Page 108 where, in
20 response to Contention 100.G, it talks about the FEMA-graded
21 exercise at the top of the page.

22 I guess the bottom line, Judge Laurenson, is that
23 the County feels strongly that without this sort of documenta-
24 tion it is -- it would be prohibited from conducting an
25 effective and a fair cross-examination. For LILCO witnesses

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1 to rely and to discuss in their testimony documents that have
2 never provided to any of the other parties, or at least the
3 County, and for the County not to be given those documents
4 precludes a fair examination of the witnesses. And that's
5 what we are complaining about.

6 I will wrap it up by just asking Ms. Monaghan to
7 clarify two things and maybe we can do away with the other
8 items. Item 11, it seems as if Ms. Monaghan is saying that
9 they have given us everything they have regarding these drill
10 participant forms, which I would in a sense link to the
11 critique forms that they are refusing to give us. She states
12 at the end of that: There have been table-top exercises
13 since January and February.

14 I would say that this issue goes away if Ms.
15 Monaghan represents that there are no drill participant forms
16 which have been completed by drill participants regarding
17 those table-top exercises.

18 The only other clarification point is on Item 3.
19 I asked Ms. Monaghan in my most recent letter if she would
20 clarify -- what I actually said was: Please confirm whether
21 the documents provided constitute all documents in LILCO's
22 possession or under its control that are responsive to my
23 request. And it seems like she is saying that the answer is
24 yes to that, except that I'm a little bothered by this
25 language that says: In furtherance of that goal, I provided

#19-3-SueT 1

2 you with all the documents not previously provided to Suffolk
3 County that LILCO has provided to non-LILCO personnel and that
4 relate to training.

5 That's a bit more restrictive than my request. My
6 request is not restricted just to documents that were actually
7 given to non-LILCO personnel. My request goes to documents
8 that relate to the training of non-LILCO personnel, for example,
9 correspondence, memorandums, things of that sort.

10 If Ms. Monaghan can represent that there is no
11 such documentation in LILCO's possession or control, then
12 I'm glad to withdraw my request under Item 3.

13 MS. MONAGHAN: I think the first thing that we
14 would like to address is the points of clarification that Mr.
15 Miller has asked for.

16 With respect to Item Number 3, LILCO maintains
17 the position that the request as drafted by Suffolk County
18 is over-broad and burdensome, particularly for this late
19 stage in the proceeding. The request asks for any documents
20 that relate to the training of non-LILCO personnel. That,
21 to me, is an over-broad request. In order not to protract
22 the proceedings with a discovery dispute, LILCO has turned
23 over to Suffolk County all of the items which LILCO has
24 given to non-LILCO personnel. But that's not to say that
25 there may not be somewhere something that LILCO, in which
there is a sentence which refers to the prospect of training

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1 a non-LILCO person. And I don't believe that we have
2 represented that we have turned over all the documents that
3 may relate to that, because we still disagree with the re-
4 quest as drafted as being over-broad.

5 I can represent to Mr. Miller that, to my
6 knowledge, we have turned over all of the documents which have
7 been provided by LILCO to non-LILCO personnel.

8 With respect to Item 11, I believe that if Mr.
9 Miller will look at his April 18th request, the request asked
10 for copies of all forms from all drills and/or exercises
11 completed by the participants of the drills and exercises.
12 In his second letter to me, he asked an additional question
13 which was whether or not there had been any additional drills
14 since the January and February time period for which he had
15 no participant forms.

16 In response to his second question asked in the
17 second letter, I stated that, in fact, there had been table-
18 top drills. I can represent to Mr. Miller that during the
19 table-top drills, to the best of my knowledge, there were
20 no drill participant forms and that LILCO has provided him
21 with all of the drill participant forms that have been com-
22 pleted by the drill participants.

23 Hopefully, that does away with his problems on
24 those two items.

25 With respect to Items 4 and 10, as Mr. Miller has

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2 stated in his letter of April 18th to me, Suffolk County
3 requested two categories of documents that have become the
4 subject of this discovery dispute. First, they requested all
5 documents relating to the critique and evaluations of LERO
6 trainees' performance by drill or exercise controllers or
7 observers, including all completed drill and/or exercise
8 evaluation forms from LERO drills or exercises that have been
9 conducted.

10 And, second, they requested all documents relating
11 to the proposed annual exercises to be conducted at the
12 Shoreham plant other than what was in the LILCO plan or had
13 been previously provided to the County.

14 Section 2.7-40 of the Commission's rules of
15 practice restrict discovery to relevant documents and to
16 documents that are calculated to lead to the discovery of
17 admissible evidence. It is LILCO's position that neither of
18 these requests are relevant to admitted contentions in this
19 proceeding nor to the testimony that has been filed by LILCO.

20 LILCO has searched the contentions and finds that
21 only Contention 44.F and 100.G deal with the exercise ques-
22 tion. Contention 44.F concerns whether LILCO will be able to
23 critique its own plan, including exercises due to lack of
24 expertise and objectivity. And Contention 100.G states that
25 the drills contain no terminable performance standards and
no objective observable criteria for evaluating the performance

#19-11-SueT

1 of drill participants. Neither one of these contentions
2 concerns the content of critique forms as filled out by
3 individual observers.

4 What was said by individual observers on completing
5 the forms does not bear on whether there exists a process for
6 objective critiquing of the drills and exercises. Whether or
7 not a process exists, it seems to LILCO, can be amply
8 demonstrated with the forms themselves. Do the forms exist;
9 do they state objective criteria; and, can they be used in
10 a manner in which to test the participants' abilities. These
11 forms have already been provided to Suffolk County.

12 JUDGE LAURENSEN: Excuse me. Let me just ask a
13 question. Wouldn't it be relevant to see how these forms
14 have been filled out to determine whether or not there is
15 such an objective criteria and how it works in actual practice,
16 and if it meets that test that they have set out in their
17 contention?

18 MS. MONAGHAN: Judge Laurenson, we take the position
19 that the contents of the forms are not. I think that the
20 forms themselves can show whether or not there is an objective
21 process going on by the way in which the forms have been draft-
22 ed. There have been critique forms that have been attached
23 to virtually everyone of the large drills that have been run
24 by LILCO, and I think two or three of those drills and some
25 of the forms were attached as attachments to LILCO's testimony.

#19-12-SueT1

2 To delve into the individual comments of individual
3 observers, it seems to me is directly contrary to the Water-
4 ford decision and it's just going to burden the record with
5 all kinds of material that is just not probative here.

6 JUDGE LAURENSEN: I think perhaps you are mis-
7 citing what I understand the Waterford decision to be, and
8 that is that the hearing process, the hearing record itself,
9 is not to become bogged down, as we have said from time to
10 time. I don't know that that has any application to discovery
11 unless I --

12 MS. MONAGHAN: Judge Laurenson, I think it does to
13 the extent that, first of all, it's our position that we
14 still don't think that they are relevant; and, second, to
15 the extent the discovery of documents should be -- I think
16 that the regulations state: It's not ground for objection
17 if the information sought would be inadmissible at the hearing
18 if the information sought appears reasonably calculated to
19 lead to the discovery of admissible evidence.

20 It's our position that it's not reasonably calculated
21 to lead to admissible evidence because of the Waterford
22 decision and the type of evidence that would be brought to
23 light by turning over these critique forms is just not infor-
24 mation that would eventually become admissible evidence in
25 this proceeding.

JUDGE LAURENSEN: How do you distinguish between

#19-13-SueT1

2 these forms and the ones you have already turned over with
3 the individual workers' evaluation of his performance or
4 how the drill went that you have turned over to the County?

5 MS. MONAGHAN: We turned those forms over to the
6 County because the County requested what our data base was
7 in order to determine mobilization times. The method that
8 LILCO used in order to accumulate the data in which to
9 determine what the mobilization times were was to pass out
10 forms to the drill participants and to ask them to, I believe,
11 in many instances give the best estimate of the time that it
12 took them to do a particular task or to get to a particular
13 place, for example, a staging area.

14 If we had not turned those documents over to
15 Suffolk County that was a legitimate discovery request because
16 they needed to know what our data base was, and that was the
17 reason that those documents were, in fact, turned over.

18 It was a different kind of request and for that
19 reason we felt that we needed to turn those over to provide
20 them with the data base.

21 Second, I believe that if the Board will examine
22 the pages cited by Suffolk County in their April 18th letter,
23 it will demonstrate that LILCO does not rely on the contents
24 of the critique forms themselves in any respect in order to
25 bolster its testimony. It does refer to the fact that
critiques are being performed, that the observers do critique

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1 the participants and that that's part of the training
2 process. But we don't rely on what the ultimate comments
3 that were made by the observers were.

4 LILCO also notes that when faced -- Judge Laurenson,
5 you referenced the similar comment forms that have already
6 been turned over to Suffolk County, and we would just note
7 for the record that when faced with those comment forms in
8 a number of instances, this Board has declined to receive
9 them into evidence on the grounds that such comments were not
10 probative of the facts at issue.

11 Finally, LILCO urges this Board not to compel the
12 discovery of the critique forms on the ground that discovery
13 of such self-critical analyses would have a chilling effect
14 on the candor of future analyses and critiques. As the
15 Board is aware, LILCO is engaged in an ongoing drill and
16 exercise program which is constantly being evaluated to
17 improve both the plan and the training program.

18 Discovery of self-critical evaluations that were
19 prepared during the ongoing process of the training LERO
20 organization would, we believe, discourage frank self-
21 criticism in the future. Exempting self-critical analyses
22 from discovery is not unprecedented. What has become known
23 as the critical self-analysis privilege has been applied in
24 affirmative action plans and EEO-1 plans where defendant
25 corporations in Title 7 suits have declined to turn over such

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2 self-critical analyses. This has also been applied to the
3 minutes and reports of hospital committee meetings where
4 physicians have reviewed and analyzed an individual physician's
5 treatment and care of patients in hospitals. And I can give
6 you some references if you wish to cases that have applied
7 that privilege.

8 The rationale in those cases, however, is that
9 denying discovery of the self-critical analysis -- by
10 denying the discovery, if such analysis were to come to
11 light corporations would not make candid evaluations in the
12 future and that corporations would in the future set goals
13 at minimum levels so that future critiques would show that
14 the goals would be met.

15 Finally, it's LILCO's position that examining
16 the contents of both the critique forms and any documents
17 related to an annual exercise at this point in time would be
18 premature, and it would not provide the Board with probative
19 evidence of the ultimate capabilities of the LERO organiza-
20 tion.

21 It might be analogous to examining a director's
22 criticisms of the cast's performance while the play was
23 still in rehearsal. In sum, we believe that the Board should
24 deny Suffolk County's motion to compel discovery on the
25 grounds that the information sought is not relevant to the
subject matter of the proceeding as defined by the contentions,

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nor has it been referenced in the LILCO testimony as documents
which have been relied on but which have not been provided,
that it's not calculated to lead to discovery of admissible
evidence within the meaning of the Waterford decision, and
that the critiques themselves should be exempt from discovery
as self-critical analyses, this discovery might have a
chilling effect on the candor with which future critiques are
conducted.

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1 JUDGE LAURENSEN: Does that argument that you
2 presented also apply to Request No. 10?

3 MS. MONAGHAN: Yes, it does, Judge Laurenson.
4 We don't believe that in any respect, with Request No. 10,
5 that LILCO has -- we have referenced the fact that there
6 is going to be a FEMA-graded exercise. We haven't relied
7 on any documents. There are no documents that are referenced
8 in this testimony that have not been provided to Suffolk
9 County with respect to an annual exercise program.

10 Nor do we believe that the contentions refer
11 to an annual exercise program as being part of something that
12 is at issue currently.

13 JUDGE LAURENSEN: Are you saying that if we even
14 would grant the County's request, there are no documents that
15 you would have to produce?

16 MS. MONAGHAN: No, Judge Laurenson, that is not
17 what I am saying. I believe Mr. Miller represented that
18 in certain respects the LILCO testimony indicated that it
19 relied on documents concerning a FEMA-graded or annual
20 exercise. That the testimony makes reference to that as
21 relying on the contents of certain documents, and I do not
22 believe that the testimony does.

23 I think if you look at the pages referenced in
24 Suffolk County's request, I think their pages 72, 76, of the
25 LILCO testimony, that discusses annual exercises, but solely

1 to the extent that that is covered in the LILCO Transition
2 Plan itself.

3 I think Mr. Miller also gave me another reference
4 to page 108 of the LILCO testimony as an instance in which
5 the LILCO testimony relies on documents concerning an
6 annual exercise, and I believe that if the Board will look
7 at that, it just states that the terminal performance
8 behavior for LERO and the objective of the LERO training
9 program is the ability of the LERO organization to function
10 as an emergency response organization, and to demonstrate
11 that terminal performance behavior in a FEMA-graded
12 exercise.

13 It seems to me that the mere mention of the
14 words, 'FEMA-graded exercise' does not give rise to a
15 discovery request based on documents that haven't been
16 turned over. It is just a reference to something that
17 everyone knows exists. Or will exist at some point in
18 time.

19 JUDGE LAURENSEN: Does New York have a position
20 on this?

21 MR. ZAHNLEUTER: Just to say that we support
22 the County's position.

23 JUDGE LAURENSEN: Anything from the Staff, Mr.
24 Bordenick?

25 MR. BORDENICK: In line with the Staff's past

1 policy, we do not take a position on this discovery dispute.

2 JUDGE LAURENSEN: Any reply, Mr. Miller?

3 MR. MILLER: Very briefly, Judge Laurenson.

4 First, I am going to try to make everyone's job a little
5 easier. I think based upon what I heard from Ms. Monaghan
6 that we can go ahead and withdraw or take from the Board's
7 consideration Items 3 and 11, and we are now down to Items
8 4 and Item 10.

9 In terms of Ms. Monaghan's comments, it is not
10 the point, Judge Laurenson, that there are documents in
11 the testimony which we say the LILCO witnesses rely upon.
12 That is not the argument at all.

13 The LILCO testimony time and again argues that
14 training is a three part process. There is classroom
15 training. There are then drills. There is then the annual
16 FEMA exercise. They place equal importance on all three
17 parts of the training process. Until those parts are
18 completed, the LILCO witnesses argue, you have not completed
19 your training process.

20 Therefore, we are entitled to the documents
21 regarding the FEMA exercise. It is part of the training
22 process. I agree with you, Judge Laurenson, and I gather
23 your comments regarding the Waterford Decision. Waterford
24 has nothing to do with whether or not information is
25 discoverable.

1 The point that was made about discovery should
2 have been earlier misses my point, which is that we could
3 only make these discovery requests once we had seen the
4 LILCO testimony. It is only because LILCO witnesses are
5 relying, or stating certain things in their testimony, which
6 we will be cross examining those witnesses upon, that we
7 feel we have a right to see such documents to determine
8 whether there are areas that should be explored with the
9 LILCO witnesses.

10 They have relied on the information we are
11 requesting, and we want to explore it, and to do that we
12 need the documents.

13 The chilling affect, Judge Laurenson, I think
14 is entitled to no weight whatsoever. LILCO has, as a matter
15 of policy, always redacted names, addresses in some cases,
16 whatever, when such information shows up on documents which
17 they have produced in the past. They certainly are free
18 to redact names again on these critique and evaluation
19 forms.

20 With respect to whether the Board -- the fact
21 that the Board, according to Ms. Monaghan, has declined
22 in the past to admit documents that were provided by LILCO,
23 that is not, again, not a proper standard to whether or not
24 a party is entitled to discovery.

25 It is true that when the form, such as the

1 drill participant forms, were provided by LILCO, and then
2 used by the County in cross examination, that the Board
3 decided that those forms did not need to be admitted into
4 evidence.

5 That didn't mean, though, that those forms and
6 the comments on those forms did not lead to discoverable
7 evidence which had some probative value before this Board,
8 and they were used in that context.

9 The last point, Judge Laurenson, is that the
10 very documents you asked about in your questions to Ms.
11 Monaghan, those drill participant forms, they were produced
12 by LILCO in the same context as the documents we are seeking.

13 In LILCO's Contention 27 testimony, those forms
14 were mentioned, or somehow relied upon in the context of
15 the Contention 27 testimony. A request went out from our
16 office. The documents came in from LILCO. That is the
17 same way we are trying to get the documents now.

18 Without the documents, I think our cross examination
19 rights will be sorely tested, and in some respects the
20 County will be precluded from conducting fair and efficient
21 and effective cross examination.

22 JUDGE LAURENSEN: Since we did not schedule
23 the training testimony for this week, we have not brought
24 that testimony with us. Does either party have one clean
25 copy of the training testimony? If not today, can you

1 supply it for us tomorrow morning?

2 MS. MONAGHAN: Judge Laurenson, I can supply it
3 for you the first thing in the morning tomorrow?

4 JUDGE LAURENSEN: Okay. We will hold off on
5 that. I think we may want to look at that testimony to
6 see -- at least to evaluate the arguments that have been
7 made here.

8 MR. MILLER: We might have a copy. I will
9 check to see if we have. I am not sure.

10 JUDGE LAURENSEN: I am just making the request.
11 But we just can't carry everything with us. We don't have
12 it available here today.

13 MR. McMURRAY: The Board asked for a cite in
14 the UCS Case for the proposition that the County raised
15 in its oral argument earlier, and in its Motion, its
16 written Motion, that the Board must hold hearings, or the
17 County must be heard regarding Revision 4 of the LILCO
18 Plan.

19 And I refer the Board to pages 27, going over
20 to page 28, of the UCS Decision, which basically says that
21 where there are facts to be considered and evidence to
22 be weighed by the Commission, and of course that means
23 also by the Board, that those are the types of things that
24 there must be a hearing on.

25 JUDGE LAURENSEN: You are relying on the UCS Case

1 just for that principle, then? Asserting the right to
 2 hearing on Rev. 4?

3 MR. McMURRAY: Asserting the right to a hearing
 4 on Rev. 4, and the fact that we must be able to submit
 5 contentions and testimony and what not, if in fact, that
 6 is what we feel is appropriate once we have reviewed Rev. 4.

7 JUDGE LAURENSEN: All right. That will conclude
 8 our session for today. We will reconvene at 9:00 a.m.,
 9 tomorrow morning.

10 (Whereupon, at 6:36 p.m., the hearing recessed,
 11 to reconvene at 9:00 a.m., Thursday, May 31, 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: May 30, 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.

Rebecca Eyster

Official Reporter - Typed

Rebecca Eyster

Official Reporter - Signature

Myrtle Traylor

Official Reporter - Typed

Myrtle Traylor

Official Reporter - Signature

Garrett Walsh

Official Reporter - Typed

Garrett J. Walsh, Jr.

Official Reporter - Signature