

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

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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

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BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

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In the Matter of: :

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LONG ISLAND LIGHTING COMPANY : Docket No. 50-322-OL-3

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(Shoreham Nuclear Power Station, : (Emergency Planning)
Unit 1) :

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Court of Claims

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State of New York

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State Office Building

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Room 3B46

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Veterans Memorial Highway

Hauppauge, New York 11787

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The hearing in the above-entitled matter convened

16

at 10: a.m., pursuant to notice.

17

BEFORE:

18

JAMES A. LAURENSEN, ESQ., Chairman

19

Atomic Safety and Licensing Board

U. S. Nuclear Regulatory Commission

20

Washington, D. C. 20555

21

DR. JERRY KLINE, Member

Atomic Safety and Licensing Board

22

U. S. Nuclear Regulatory Commission

Washington, D. C. 20555

23

DR. FREDERICK SHON, Member

24

Atomic Safety and Licensing Board

U. S. Nuclear Regulatory Commission

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Washington, D. C. 20555

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C O N T E N T S

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WITNESSES

DIRECT CROSS REDIRECT RECROSS BOARD

Thomas E. Baldwin)
Joseph H. Keller)
Roger B. Kowieski)
Philip H. McIntire)

12,165 12,177

L A Y - I N

Testimony of Thomas E. Baldwin,
Joseph H. Keller, Roger B.
Kowieski, and Philip H. McIntire

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(10:13)

P-R-O-C-E-E-D-I-N-G-S

JUDGE LAURENSEN: We are on the record now.

Good morning. The Board always looks forward to recesses like I am sure you do. Unfortunately, the down side of a recess is that we usually get buried under an avalanche of paper, and this recess unfortunately was no exception.

So, what I would like to do at the outset is -- is the microphone working?

(Judge Laurenson leaves bench to check out microphone connection.)

Is it better now? What I want to do at the outset is review the items that we have on our agenda this morning, and I want to alert you that I think we are going to take quite a bit of time before we actually start any testimony this morning.

And then some other items that are on the list for sometime later on this week, and if there are things that we have omitted we can insert them in the proper place.

The first order of business today is we will hear argument from the State and the NRC Staff, FEMA, concerning the two Motions that were filed last Friday by the County with regard to the Motion for a stay because of Revision 4 of the LILCO Plan, and the County's motion to compel production of documents by FEMA.

1 After we have heard the oral arguments on those
2 two, we will rule on those Motions. The other items of
3 business that we have that we will rule on today from the
4 bench are the LILCO Motion to admit supplemental testimony
5 on Contention 24.R. That is the Connecticut letter. The
6 County and State Motions to compel production of training-
7 related documents by LILCO. Discussion of cross examination
8 of the FEMA panel of witnesses, and a discussion of FEMA --
9 the FEMA-NRC position or views concerning conflict of
10 interest.

11 Other matters that we expect to take up at some
12 point during the week are; first, the LILCO Motion of last
13 Friday for additional time for discovery, and to file a
14 Motion to Strike the County's revised testimony on relocation
15 centers. We are going to discuss the schedule for filing
16 the DOE testimony, the schedule for the remaining testimony
17 of FEMA and the depositions of FEMA. The schedule for next
18 week. The County's Motion to admit supplemental testimony
19 on Training. LILCO's Motion to admit supplemental testimony
20 on recovery and reentry. LILCO's Motion to admit revised
21 testimony on the Contention 88, Dose Criteria.

22 But the latter items are ones that I don't think
23 require immediate attention by us, but we will get to them
24 some time this week.

25 Now, having listed all of those things, are there

1 any that I have overlooked that we should place on the
2 schedule either for this morning or for some time this week?

3 MR. ZAHNLEUTER: Judge Laurensen, I think it is
4 appropriate that I make a comment at this time. It seems
5 from what I understand of your statement just now, that you
6 are accelerating the normal process by which pleadings are
7 responded to. To my knowledge, LILCO filed several of the
8 pleadings to which you just referred last week, and I think
9 under the NRC Rules and Regulations, the parties are entitled
10 to a full time period in which to respond to those pleadings.
11 That would be at least ten days, and I think in the case of
12 the State twelve days, because service was by Federal Express.

13 I don't think it is fair to accelerate or expedite
14 addressing those pleadings, especially at a time when the
15 hearings are ongoing, and without any prior warning, or
16 without even a request from LILCO that responses be expedited.

17 Do I understand you correctly that you will cut
18 short the time period for responses to those pleadings?

19 JUDGE LAURENSEN: On some of them we will.
20 Obviously, I think you would agree with us that when someone
21 files a Motion for a stay of the proceeding, that we don't
22 start today, that we should hear argument on that before the
23 hearing begins.

24 So, on some of these cases we are going to have
25 to expedite the process.

1 MR. ZAHNLEUTER: I do not dispute your expedition
2 of some of those. For example, the relocation center one
3 strikes my mind as one that needs not be addressed so quickly
4 this week.

5 JUDGE LAURENSEN: Well, the problem with that
6 is that the Motions to Strike were due last Friday, and
7 LILCO has filed a Motion for additional time to conduct
8 discovery, and if we don't rule on this promptly, we are then
9 going to be causing a delay in the preparation of any
10 eventual testimony on this subject, and I think that our
11 present plan is that we may be able to hear that testimony
12 during this three week period, while we are up here, and that
13 is going to require a ruling this week. That is the reason
14 for that.

15 MR. GLASS: It is always FEMA's attempt to assist
16 this board in any manner practical. The Motion filed by
17 Suffolk County goes into great detail citing a number of
18 sections of the transcript. In addition, it is our position
19 that some of these may have been cited out of context, or
20 that there are other sections that are relevant that may have
21 refuted the particular section cited.

22 It was received by FEMA, that is the transcripts,
23 only on late Saturday, and that was through the good offices
24 of LILCO. We did not receive our copy from the court reporter
25 until Monday. I would request, if possible, that we defer

1 the oral argument on that issue until Wednesday afternoon,
2 and that way we would have an opportunity to proceed with
3 the panel right now. We could allow the Board time to review
4 this material over the night, and that would, I think, save
5 time overall.

6 I understand the County's concern that they feel
7 they need to do this before they proceed, but if the Board does
8 find against FEMA, there is the ability for the County to
9 rectify that by recalling the witnesses on those particular
10 areas.

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1 JUDGE LAURENSEN: These motions are all tied
2 up with the scope of the questioning of the FEMA panel,
3 so I don't see anyway we can avoid it by giving you the
4 extra time that you are asking for. Even if we didn't
5 hear the argument on it now, we would have to be making
6 rulings as we went along which would, in fact, moot a
7 ruling on that motion.

8 So, the request that FEMA filed is denied. We
9 are going to hear the argument today and we will rule on
10 it this morning.

11 MR. GLASS: Well, I would just like to note our
12 objection for the record. I assume that if there is a
13 finding, there is a possibility this may go up to the
14 Appeal Board, and there would be the problem that we would
15 have that we would not have a full record.

16 I could speak in generalities but certainly not
17 to the specifics, which I think are called for in this
18 particular case.

19 Thank you.

20 MR. MILLER: Judge Laurenson, if I might just
21 for a second. Let me return to what Mr. Zahnleuter was
22 saying about the expedited nature of some of the rulings.
23 I was also bothered by what you said but with respect to
24 two motions in particular, the two LILCO motions for filing
25 supplemental testimony on Contentions 85 and 88.

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2 Is it your ruling that we will address those
3 motions orally this week?

4 JUDGE LAURENSEN: I wanted to find out whether
5 there is any objection to those. That's the main reason
6 it's on the list. If there is no objection, then we need
7 not schedule any further arguments on it. We will just
8 take it up in regular order.

9 But if there is an objection, then I think we
10 are going to have to set a schedule for hearing the
11 objection and ruling on it.

12 MR. MILLER: The County would intend to file a
13 response to LILCO's motions, and we would intend to do
14 that within the ten days. The problem we have at this
15 time with even stating our position to you, as we have
16 made clear in other filings, we have not had any opportunity to review Revision 4.

17 Contentions 85 and 88, and LILCO's motions for
18 supplemental testimony are based, at least from my review,
19 it seems based primarily or in whole on Revision 4. Until
20 we have an opportunity to review Revision 4, it's very
21 difficult for us to deal with LILCO's motions on 85 and 88;
22 and, therefore, I think expediting the process so that we
23 might orally consider those motions this week would cause
24 some hardship to the County.

25 JUDGE LAURENSEN: It may very well. But the

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1 problem is, if we don't rule on it we are not going to have
2 testimony to hear next week. There is just not much left
3 to do quite frankly. We have got your training testimony
4 to hear.

5 And after that we are into Cluster 17 which will
6 be the 85 and 88 testimony that LILCO has filed.

7 MR. MILLER: Yes, sir. Perhaps all of this
8 becomes moot if the Board accepts the arguments that I
9 think will be made today by the County, that there has to
10 be some time built into the schedule to review Revision 4.
11 If that time is indeed built into the schedule, I'm talking
12 about non-hearing time, then I think obviously the County
13 would have time to review Revision 4 to make a decision
14 about what, if anything, we are going to do with respect to
15 LILCO's motions on Contentions 85 and 88, and to go forward
16 if indeed we decide to go forward with Revision 4.

17 But at this time, it just is very difficult. It's
18 impossible for the County to make determinations regarding
19 Revision 4, the scope of that revision, and how Revision 4
20 affects other matters such as the two LILCO motions on
21 Contentions 85 and 88.

22 JUDGE LAURENSEN: I think you are going to have
23 to be prepared to present the County's position on this,
24 because the case is moving. It's moving fast. We are get-
25 ting near the end of the line. There aren't going to be very

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1 many more weeks of hearing quite frankly. And I realize
2 everyone has what they believe are good reasons for delays
3 and so forth, but we are not going to entertain motions for
4 delays and extensions of time unless there are most unusual
5 circumstances or someone can make an extremely strong show-
6 ing that they will be prejudiced.

7 So, I am just alerting all of the parties at
8 this time that it is our view that this case should be
9 moved and that we think we are within the position that
10 the hearing should be closed by the end of next month. And
11 we are intending to go forward on that basis.

12 MR. MILLER: Judge Laurenson, have you already
13 ruled on the County's motion to stay the proceeding?

14 JUDGE LAURENSEN: No, but I've got a comment to
15 make on that before we get to the oral arguments. So, you
16 will know what our preliminary indication is.

17 Let me just ask if there is anything else that
18 I have not included on this list before we move into argu-
19 ments of other matters?

20 MR. IRWIN: No, sir. Let me just note quickly
21 on Contentions 85 and 88 that I believe LILCO served those
22 two motions on the County by hand in the ten days from the
23 date of service, namely July 3rd is this Friday, the 13th.
24 So, argument even under the normal schedule would be
25 appropriate as of -- during this week.

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2 Secondly, I think we will come to it later, in
3 any discussion on Rev 4, one does not -- it's LILCO's view
4 and I think we can back it up in as much detail as the Board
5 needs, one doesn't need to review all of Rev 4 to address
6 its incremental effect on one little contention or another
7 contention. We are simply conforming the contentions, or
8 testimony on given contentions, to what was in Rev 4. Rev 4
9 obviously goes well beyond the scope of anything in issue
10 in this proceeding.

11 MR. MILLER: This is an argument we have heard
12 before, Judge Laurenson. Maybe we should let the Staff and
13 the State respond, as you suggested.

14 I would hope that the County will be given an
15 opportunity to respond to the LILCO filing that was made
16 yesterday afternoon.

17 JUDGE LAURENSEN: It's not our intention. We
18 have heard -- we have reviewed your position, we've reviewed
19 LILCO's position. We want to open the floor up for oral
20 argument by the State and the Staff which have not filed any-
21 thing, and then we will rule based upon that information.

22 But to give you an opportunity will then require
23 us to give LILCO an opportunity and it will delay this mat-
24 ter further.

25 Let's move on here.

MR. BORDENICK: Judge Laurenson, could I make an

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inquiry here? You may have addressed it.

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But on your list, did you include for this week, Contention 61 which I think is the County's testimony on 61 which was scheduled for tomorrow morning?

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JUDGE LAURENSEN: I don't know, what do you have to discuss about that? It's scheduled for --

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MR. BORDENICK: That is my question. It is still scheduled for tomorrow morning?

9

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JUDGE LAURENSEN: As far as I know.

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MR. BORDENICK: Thank you.

MR. MILLER: Judge Laurenson, the equipment in the front of the room is the telephone hookup equipment to Japan, and the County is prepared to go forward tomorrow morning at 9 o'clock on Contention 61.

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JUDGE LAURENSEN: Okay. Now, by virtue of the fact that we are here this morning, it would be fair to conclude as a preliminary matter that we were not overly impressed or persuaded by the County's motion to stay the proceedings in light of the submission of Revision 4 of the LILCO plan.

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We have reviewed and considered the Suffolk County motion to stay, and LILCO's response of yesterday in opposition to the County's motion. Before we rule on the motion, we will offer New York and the NRC Staff or FEMA an opportunity to express their views on whether the

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1 filing of Rev 4 should result in a stay of these proceed-
2 ings as requested by the County.

3 Mr. Zahnleuter indicated before we started the
4 hearing on the record that he also wished to submit a
5 motion to stay. So, this would be an appropriate time
6 for the State.

7 MR. ZAHNLEUTER: Thank you, Judge Laurenson.
8 You are right, several things have come up this morning
9 that will certainly lengthen this proceeding.

10 Now, before I make my motion to stay, I believe
11 that you have just said that you have reviewed and consider-
12 ed a response to the County's motion to stay which was
13 prepared by LILCO. The State has not been served with a
14 copy of that pleading at all.

15 The State of New York is not an insignificant
16 party in this proceeding. The State is actively participat-
17 ing and is here today, and has been here for the past
18 several months. I think due process and fair play requires
19 that if the Board has seen a pleading that LILCO has filed
20 and if apparently the County has seen a pleading that LILCO
21 has filed, the State is entitled to see that pleading also.

22 No pleading was received from LILCO yesterday by
23 the State. No pleading was received up to this minute by
24 me. Perhaps it was served in my office. I don't know,
25 because I'm here.

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1 I think it's a travesty of justice to serve the
2 Board and to serve the County and to ignore the State of
3 New York. In that vein, I would make two requests. And
4 they are in the alternative. One would be that the Board
5 does not consider LILCO's replies to the County's motion.
6 In the alternative, I would request that I be provided with
7 copies of those pleadings and that I be given an adequate
8 amount of time to survey them and comprehend what the argu-
9 ment is about.

10 I think that fairness and due process requires
11 that this courtesy be afforded to the State of New York.

12 JUDGE LAURENSEN: There is no question you are
13 entitled to a copy of LILCO's response. But it is only a
14 response. We are not ruling on any LILCO motion.

15 The County's motion is before us, and we will
16 consider LILCO's response along with all of the other
17 responses. I think if you would address your argument to
18 the County's motion we will then consider it.

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1 MR. ZAHNLEUTER: The fact is that you have
2 stated that the Board has reviewed and considered
3 the LILCO pleading. I think that the state is entitled
4 to address the contents of that pleading, considering that
5 the Board has already given it much consideration.

6 JUDGE LAURENSEN: Is that the extent of your
7 argument on this?

8 MR. ZAHNLEUTER: No. I take it that it is a
9 denial of both requests, and I will continue.

10 JUDGE LAURENSEN: You are entitled to the
11 copy. There is no question.

12 I assume Mr. Irwin will give you a copy of it,
13 if he has one with him. If he doesn't have one, you can
14 have my copy.

15 MR. IRWIN: I will be glad to give Mr. Zahnleuter
16 my copy. I am surprised it didn't arrive in your office
17 yesterday. I thought it had been telecopied. If it
18 didn't, it was certainly Federal Expressed.

19 MR. ZAHNLEUTER: Nevertheless, I do not have
20 a copy, and I certainly do not have adequate time to read
21 a copy.

22 MR. IRWIN: Hang on. I am getting my copy back.

23 (Pause.)

24 MR. IRSIN: Let me just note that this is,
25 in fact, as the Board indicated, simply a response and not

1 an independent motion.

2 (Counsel hands document to counsel.)

3 MR. ZAHNLEUTER: Am I correct in understanding
4 that at this time I am being given an opportunity to
5 address the county's motion to stay cross-examination of
6 the FEMA witnesses, or is it also an opportunity to
7 address the county's motion to stay the hearings based
8 on revision 4?

9 JUDGE LAURENSEN: It is only the question of
10 the county's motions to stay the proceedings. We haven't
11 gotten to the question of FEMA's witnesses or discovery
12 at this point. That is the next item on the agenda.

13 MR. ZAHNLEUTER: Okay.

14 (Pause.)

15 JUDGE LAURENSEN: Mr. Zahnleuter, you indicated,
16 before we started the hearing, that the state had its own
17 motion for a stay. So I assume that you have reasons
18 that you can give us as to why you believe that the
19 county's motion should be granted or why your motion
20 should be granted.

21 MR. ZAHNLEUTER: Yes. And I apologize for the
22 confusion that I may have had earlier, but now with the
23 clarifications that I have received, my motion for a stay
24 dealt with the cross-examination of the FEMA witnesses,
25 so I do not have a motion for a stay with respect to the

1 proceedings and revision 4. And I have received two
2 pleadings from LILCO. They are both lengthy, and they are
3 both at least eight pages in length or, at least in
4 aggregate they are more than eight pages. I have not
5 had an opportunity to read these, but I will proceed to
6 read them.

7 I have no other statement except that the state
8 does support the county's motion to stay the proceedings.

9 JUDGE LAURENSEN: Mr. Bordenick?

10 MR. BORDENICK: Judge Laurenson and members of
11 the Board, the staff opposes the county's motion. This is
12 not the first time we have had a similar type motion.
13 In fact, at the commencement of the last three-week round
14 of these hearings, shortly after LILCO had announced the
15 imminent issuance of revision 4, the county made a motion
16 which the staff at that time opposed principally on the
17 grounds that it was premature.

18 However, we also pointed out at that time that
19 the Board, in ruling on similar motions of the county,
20 supported by the state, filed in the past, has set out a
21 mechanism for dealing with revisions to the LILCO plan.

22 As the Board has recognized on several occasions,
23 the LILCO plan is a living document. It has been revised.
24 It may be revised in the future.

25 The Board has set out procedures to follow.

1 The county has not followed those procedures.

2 There is absolutely no basis set forth in
3 the county's motion for staying the hearings. It is the
4 staff's position that we should move ahead.

5 MR. ZAHNLEUTER: Judge Laurenson, may I request
6 a recess of approximately 30 minutes to read LILCO's
7 responsive pleading? I notice that a certificate of
8 service attached to the pleading indicates that the state
9 was served by Federal Express, so naturally, I would have
10 had no opportunity to read this pleading before today.

11 MR. IRWIN: LILCO objects to that.

12 JUDGE LAURENSEN: I regret that we can't grant
13 that request.

14 MR. MILLER: At this time, the county would
15 request the right to respond to LILCO's response of yesterday
16 and to respond to the arguments of the NRC staff.

17 I think clearly the county should be given the
18 right to make a response to this importation motion before
19 the Board.

20 JUDGE LAURENSEN: The county's request is
21 denied. Frankly, we have lost track of the number of
22 times the county has moved to stay or delay this hearing.
23 LILCO has now filed revision 4, and the county has again
24 moved for a stay.

25 The county offers the following reasons:

1 First, the county needs to review the
2 contentions and prefiled testimony to determine whether
3 and how they should be revised. Secondly, it is
4 senseless to cross-examine the FEMA witnesses concerning
5 their opinions on revision 3 of the LILCO plan. Third,
6 the county needs more discovery from FEMA and, therefore,
7 cross-examination of the FEMA witnesses can not go
8 forward today.

9 First, we agree with LILCO that the four
10 examples selected by Suffolk County to demonstrate the
11 substantial impact of rev 4 on the issues in this proceeding
12 miss the mark of establishing that it would be unproductive
13 to go forward at this time. Insofar as rev 4 may have an
14 impact on the FEMA testimony on the 33 contentions
15 scheduled for this week, the county may inquire in the
16 areas which have been revised as to the effect, if any,
17 upon the FEMA findings or conclusion.

18 Until it is established that FEMA is withdrawing
19 or substantially modifying its findings as relevant to the
20 33 contentions scheduled for this week, we shall go forward.
21 As in the past, we express no opinion at this juncture
22 concerning the county's suggestion that testimony or
23 contentions may need to be revised.

24 The county's motion for stay is denied.

25 Secondly, we come to the county's motion to

1 compel the production of documents by FEMA, to postpone
2 the cross-examination of the FEMA witnesses, and to issue
3 subpoenas for members of the RAC. We received LILCO's
4 reply to this motion yesterday. At this time we will
5 again offer New York and the NRC Staff or FEMA an
6 opportunity to present their arguments concerning this
7 motion.

8 Mr. Zahnleuter?

9 MR. ZAHNLEUTER: Again, the state has not
10 received the responsive pleading from LILCO, and without
11 belaboring the point, I will assume that my request for
12 a recess to read the pleading has been denied.

13 Judge Laurenson, Judge Shon, and Judge Kline,
14 the State of New York hereby moves that you stay the
15 presentation of the FEMA testimony until the courts decide
16 whether LILCO lacks the legal authority to implement
17 the LILCO plan.

18 As you know, the state's position is that
19 LILCO's plan unlawfully obstructs and usurps the
20 state's governmental powers and functions set forth in
21 specific New York State laws.

22 Also, the state's complaint seeking such
23 a declaratory judgment has been remanded to the New York
24 State courts and is currently pending in the Supreme
25 Court of Suffolk County.

1 Under Federal regulations, FEMA is only
2 empowered to conduct reviews and make findings based on
3 legitimate, legal emergency response plans. FEMA is
4 not empowered to conduct reviews and make findings when
5 the underlying plan is illegal and defective.

6 The RAC review and the FEMA testimony recognizes
7 that there are serious concerns and inadequacies
8 pertaining to LERO's legal authority to implement the
9 LIILCO plan. All of attachment two of the RAC review is
10 devoted to this theme. And indeed, the theme pervades
11 the entire RAC review.

12 Accordingly, the RAC review and the FEMA
13 testimony are based on an emergency response plan which
14 is defective and inadequate because the LIILCO plan has not
15 been proved to be a legal plan.

16 Until the lawsuit currently pending in the
17 New York State courts is resolved, the state submits that
18 the RAC review and the FEMA testimony is premature without
19 a sound basis and should not be entertained by this
20 Board at this time.

21 Consequently, the state respectfully urges
22 that the presentation of the FEMA testimony be stayed.

1 JUDGE LAURENSEN: Why was this Motion not filed
2 before?

3 MR. ZAHNLEUTER: Part of the consideration was
4 that the -- LILCO's Motion to have New York State declaratory
5 judgment heard in Federal District Court was not resolved
6 until recently, and it has now been remanded to the State
7 Court.

8 So, it is currently pending in the State Court.

9 JUDGE LAURENSEN: The matter has been in the
10 State and Federal courts for several months now, as I recall,
11 and yet New York took no action until today on an oral Motion
12 to request a stay.

13 I don't understand why you believe this is a
14 timely Motion at this time.

15 MR. ZAHNLEUTER: I think that we initially raised
16 the legal argument back in the courtroom in Riverhead, and
17 at that time I think the Board dispensed with all Motions of
18 hearing legal contentions until the end of the court proceeding.

19 So, at this time I am more in the nature of making
20 a renewal of the State's Motion to stay the proceedings, and
21 it is -- it directly pertains to the FEMA testimony because
22 of the FEMA's testimony and the RAC review's comments of the
23 inadequacies of the Plan based on the concerns about the
24 legal authority of LILCO to implement the Plan.

25 JUDGE LAURENSEN: We will hear from both LILCO

1 and the County on the State's Motion.

2 Mr. Irwin?

3 MR. ZAHNLEUTER: Excuse me. In addition, the
4 State does support the County's Motion for the reasons stated
5 by the County, which are different than the State's Motion.

6 MR. IRWIN: I think I can respond very briefly.
7 I don't think any material fact has changed since January
8 of this year, when this Board said they were going to proceed
9 with hearings on emergency planning issues, unless or until
10 somebody brought in a dispositive judgment from either Federal
11 or State court clarifying issues relative to legal authority.

12 The circumstances haven't changed at all. The
13 State filed and Suffolk County filed a lawsuit in New York
14 State court. It was transferred to Federal District Court,
15 and remanded approximately three weeks ago to State court.

16 It is right back where it was four months ago.
17 Nothing has happened that would change that in the meantime.
18 As for the effect of uncertainty as to legal issues in the
19 RAC Review, the RAC Review is a very carefully articulated
20 document that is full of all sort of contingent outcomes as
21 denoted by a complex asterisk system, dealing with those
22 issues.

23 I just don't see anything that has changed at
24 all in the past several months that would warrant raising this
25 Motion now.

1 JUDGE LAURENSEN: Does the County wish to be
2 heard on this.

3 MR. MILLER: Yes, Judge Laurenson. I will be
4 brief also. The County fully supports New York State's Motion
5 to stay. As the Board is well aware, it has always been the
6 County's position that LILCO lacks the legal authority to
7 implement its offsite emergency response plan. We have
8 stated that position to this Board before. We have asked
9 this Board to terminate these proceedings for that reason.

10 In addition, Judge Laurenson, if there is a
11 difference between now and a few months ago when the Motions
12 by the County and New York State were first made, it was
13 revealed during the week of June 29th, during the deposition
14 of the FEMA witnesses.

15 During those depositions, the FEMA witnesses
16 made very clear that they made assumptions during the course
17 of the RAC Review that LILCO has the legal authority to
18 carry out and implement its plan, and that if those assumptions
19 proved to be unfounded, FEMA would not be able to find the
20 LILCO Plan to be an adequate plan.

21 Judge Laurenson, in light of the importance of
22 the legal authority issues to the RAC Review, to FEMA's
23 findings, and to the issues before this Board, the County
24 fully supports New York State's position that these hearings
25 be stayed until the issues of LILCO's legal authority are

1 resolved.

2 JUDGE LAURENSEN: Does FEMA or the Staff have
3 a position on both of these Motions?

4 MR. GLASS: I just want to make one note for the
5 record. The RAC Review, which is attached to the FEMA
6 testimony, was very carefully drawn, in one way, to assist
7 this particular Board. The legal concerns were set out as
8 a separate attachment, so that if that issue did become a
9 major part of this hearing, or if there was a change in the
10 status, or a definition of the status of the legal concerns,
11 that the Board would be able to utilize that document to
12 assist it in its findings. That is the only comment I have
13 to make at this time.

14 JUDGE LAURENSEN: That goes to the State's Motion,
15 but what about the County's Motion to compel production of
16 documents by FEMA, to postpone the cross examination, and
17 to issue subpoenas for the RAC?

18 MR. GLASS: I did not realize we were going to get
19 to that one this quickly. We seem to be dealing with a number
20 of Motions at the same time.

21 I will state again, for the record, my objection
22 to the fact that we have to comply on such short notice.

23 Basically, the County is asking for three things.
24 They are asking for additional time to depose Mr. Kowieski.
25 They are asking to acquire the thirty documents that were held

1 to be privileged, and they were asking to depose the RAC
2 members, all of which would result, according to Suffolk
3 County, or would require, according to Suffolk County, the
4 postponement of the testimony of FEMA's witnesses.

5 I must admit having read the Suffolk County's
6 Motion, I am quite concerned about the number of mis-
7 characterizations that are contained therein, and that is the
8 reason that I am hesitant to argue at this point, because I
9 think it is necessary for a full record to indicate line
10 and page citation to overcome it.

11 But considering where we are today, I will proceed.
12 They raise three points. Referring back to the Appeal Board's
13 decision. They raise the issue of whether there were
14 significant differences of opinion of the RAC members on
15 important issues affecting the adequacy of the LILCO Plan.
16 Whether the members would be unable to defend or explain
17 the underlying basis of FEMA's determination, or number three,
18 whether they relied in an inordinate degree, on the views
19 of the others.

20 None of these three tests are met.

21 It is very obvious by a reading of the transcripts,
22 and my own attendance there, and I think the other members
23 also in attendance, that they did not establish a compelling
24 need. The witnesses consistently, even though deposed
25 separately, stated clearly for the record that there was no

1 disagreement by the individual RAC members with the final
2 RAC Report.

3 Not only did they reach consensus at that
4 particular January 20th meeting, which is referenced in the
5 various Motions, but in addition, in discussions that took
6 place after the fact, all three witnesses that were asked
7 on this particular area, stated for the record that all the
8 RAC members were happy with the findings.

9 There was nobody beaten down into subjugation
10 to admit or accept a conclusion that they were not satisfied
11 with. FEMA witnesses produced information as to what they
12 relied on. They fully discuss the basis of the RAC meeting.
13 The testimony itself and the RAC attachment contains not only
14 the ratings, but the reasons therefor.

15 The RAC Report does not provide a naked review
16 of adequacy or inadequacy, but comments do give the basis for
17 the rating. The instant Motion of Suffolk County states that
18 FEMA's witnesses provided information, including the number
19 of comments received from RAC members on each NUREG 0654
20 element, prior to the meeting, with all RAC members in
21 attendance. The notes that were provided by Mr. Keller and
22 Mr. Baldwin also reveal the number of comments which were
23 disagreed, at least initially, with the final RAC findings
24 for each NUREG element to the LILCO Plan.

25 Neither Mr. Keller nor Mr. Baldwin's notes

1 reveal, however, the identities of the dissenting RAC
2 members, and that seems to be what the Suffolk County attorneys
3 are inquiring.

4 The statement that the reasons for the dissenting
5 views were not given, and I disagree with the characterization
6 of dissenting views, they were preliminary comments, is a
7 mischaracterization of the strongest type.

8 I understand by the filings provided by Long
9 Island Lighting Company, that you did receive copies of the
10 two sets of notes that were provided by Mr. Keller and Mr.
11 Baldwin.

12 Those notes were gone into in great detail by
13 Mr. Miller at the deposition. He inquired into the underlying
14 basis and the reasoning and what the notations meant.

15 In addition, FEMA provided and identified for
16 the record the preliminary comments of Mr. Keller and Mr.
17 Baldwin. The reason we did this is we understood the chilling
18 effect, but we felt that since these individuals were witnesses
19 appearing before this Board, that we would provide that
20 information.

21 We were under no obligation to create those
22 notes. They were created by the individuals, and I had not
23 seen them prior to the depositions, to assist those individuals
24 in answering the questions that may be posed by the County,
25 and they utilized those notes. Mr. Keller utilized his, and

1 we provided them to Suffolk County's attorney; Mr. Baldwin
2 utilized his, and we provided them to Suffolk County.

3 Suffolk County complains that they did not get
4 Mr. Kowieski's notes. It was not necessary for Mr. Kowieski
5 to utilize those notes at the hearing, since we provided him
6 Mr. Keller's and Mr. Baldwin's notes, and he was able to answer
7 the questions from them.

8 I repeatedly gave Suffolk County the opportunity
9 to inquire. I indicated to him that they had not laid any
10 groundwork or any basis for the production. He did not
11 pursue it. He did not inquire. He asked questions, and those
12 questions were answered by utilization of these other notes.

13 The County claims that they attempted to ascertain
14 the reasons for and the substance of the RAC members dissenting
15 opinions. They were given that information. The only thing
16 that we refused, and the witnesses were directed not to provide,
17 were the identities of the individual RAC members who held
18 those preliminary reviews. It is a bold assertion that is
19 important for the County to determine which RAC members
20 dissented from the various RAC findings.

21 This issue has been discussed before the Appeal
22 Board. It is clear from the record there was no dissent from
23 the final RAC Report. There is no reason given why it is
24 necessary to know which member disagreed at any time with
25 the findings in the final RAC Report, and it is a misstatement

1 of fact, because they didn't dissent from the final RAC
2 Report.

3 The individual ratings submitted a number of weeks
4 before may not have been the same as contained in the RAC
5 Report, but they did not have the benefits of the RAC
6 meeting when those comments were submitted.

7 In addition, Mr. Miller was able to ascertain
8 from the witnesses, and he repeatedly did from all four
9 witnesses, the process that took place and was able to
10 ascertain how the final decisions were arrived at, how
11 consensus was reached.

12 They also indicate -- there is a statement
13 on page 13 of Suffolk County's Motion, that my opportunities
14 to question Mr. Kowieski and Mr. Keller and Mr. Baldwin went
15 to their involvement in the RAC. Not true. No -- there
16 was no such limitation. The information provided in the
17 notes indicated the number the oadequate and the number of
18 inadequate ratings submitted for each element in the
19 individual RAC comments, and the reasons for those comments
20 were either provided in the RAC Report and differences between
21 the collegial RAC ratings and the individual RAC comments were
22 contained in the material provided by Mr. Keller and Mr.
23 Baldwin.

24 We also have the question of the time period
25 that Suffolk County indicates that they were cut off in their

1 ability to conduct their cross examination.

2 When we originally determined how the depositions
3 would take place, it was a negotiated process. FEMA agreed
4 to allow Suffolk County to depose the individuals as
5 individuals, and not as a panel, and in exchange it was
6 agreed that the depositions would take place in New York
7 for two business working days.

8 Later on it was determined that we would prefer
9 to have Mr. Baldwin go first, and Suffolk County indicated
10 they would appreciate having some additional time, because
11 they felt they needed more time with Mr. Kowieski. The
12 original agreement, as I remember it, was that we had
13 agreed until six o'clock. There was no attempt to try to
14 cut off, but there has to be some sort of reasonable agreement,
15 especially when you had mutual consent on the original
16 agreement.

17 On the first day of depositions, there had been
18 no agreement as to an extension of time, and FEMA voluntarily
19 kept the witness there an additional hour. A review of the
20 transcript will indicate that no more than ten or fifteen
21 pages were taken up by any other parties in their cross
22 examination, during the deposition of Mr. Kowieski. The
23 original agreement dealt with two business days, and included
24 time for all the other parties. So, there certainly was no
25 inordinate amount taken at that time.

1 In addition, what raises some questions as to
2 whether Suffolk County was under the impression that there
3 was additional time needed or agreed to, was the fact that
4 none of the other parties were aware of any additional time,
5 nor was the court reporter, who had to reschedule his flight,
6 aware of such changes.

7 In addition, we went, instead of six o'clock,
8 we went until seven twenty-two, and it is only because the
9 Suffolk County elected to spend so much time with Mr. Baldwin,
10 which was supposed to be a short deposition, that we did not
11 start until a little bit before four o'clock. In either case,
12 the County had almost three and a half hours to depose Mr.
13 Kowieski.

14 We tried to again rearrange Mr. Kowieski's time,
15 and we offered the County an additional ten to fifteen
16 minutes, and they indicated they could not complete it in that
17 time, and they refused that offer.

18 There has been no showing in the filing by
19 Suffolk County that; a, there is need to have additional time
20 by Mr. Kowieski; that, b, that they have a need for the
21 thirty documents, or a right or need to depose the RAC
22 members. This Board has addressed before the issue of
23 the identification by FEMA of who its witnesses shall be,
24 and who shall be deposed.

25 If it would assist the Board, at least on

1 Mr. Kowieski's deposition transcript, I can give you line and
2 page, for where Mr. Kowieski discussed the basis of his
3 testimony, discussed the personal notes and the reason we
4 withheld them, and the fact that no foundation was laid for
5 Mr. Kowieski's notes. That it was not pursued. That the
6 process was explained. That there was no disagreement by
7 the members of the RAC and that they reached consensus, that
8 -- about the assumptions utilized by the RAC. About the
9 format of the final RAC Report. His involvement. His
10 comments. The RAC meeting. The fact that Mr. Kowieski states
11 on page 36, lines 3 through 7, that I can recall the
12 substance, the substance of the discussion when it was inquired
13 if he could provide information as to the RAC meetings, the
14 changes that took place to reflect the RAC concerns, and the
15 handling of the differences in ratings.

16 For all the above reasons, I respectfully submit
17 that the Motion of Suffolk County should be denied.

18 JUDGE LAURENSEN: All right. We will take a
19 brief recess and consider both of these Motions, and we will
20 be back with our decision.

21 MR. McMURRAY: Excuse me, Judge Laurenson, the
22 County has been accused of mischaracterizing the record, and
23 I think the County ought to have an opportunity to respond
24 to the comments made by Mr. Glass.

25 MR. BORDENICK: Judge Laurenson, I would also

1 like an opportunity to make a brief statement.

2 JUDGE LAURENSEN: Let me ask Mr. Bordenick first.
3 Is your position different from FEMA's on this matter?

4 MR. BORDENICK: No. Fully supportive. If you
5 want to take that as the comment or the statement, that is
6 fine.

7 (Laughter)

8 JUDGE LAURENSEN: I was just trying to find the
9 appropriate place for this, because we have treated FEMA and
10 the NRC Staff as sort of one, and we might get some complaints
11 that we are doubling up if we allow both of you to argue on
12 a particular side of a question if your views are the same.

13 MR. BORDENICK: They are the same, and actually
14 I would only be elaborating on several points that Mr. Glass
15 made. I don't have anything significantly different to add.

16 JUDGE LAURENSEN: Let me ask if there is any
17 objection to the Staff stating its position?

18 MR. McMURRAY: There is no objection.

19 JUDGE LAURENSEN: Please proceed.

20 MR. BORDENICK: Actually, I also first wanted
21 to briefly address Mr. Zahnleuter's Motion, just in summary,
22 and state that if it is in the nature of a Motion for
23 Reconsideration of the Board's previous ruling, then it is,
24 of course, substantially late. And in any event, I agree
25 with Mr. Irwin's comment that there is nothing essentially

1 different between the situation that obtains at present and
2 the situation as it obtains at the time that the Board first
3 denied the County and State's Motions.

4 It seems strange to me that the State has sat
5 in here for five or six, or whatever number of months it is,
6 and then has renewed this type of Motion at this late stage.

7 On the question of the County's Motion to compel
8 production of documents by FEMA and postpone the cross
9 examination of FEMA's witnesses and for issuance of
10 subpoenas to the members of the RAC, I simply wanted to
11 indicate first of all that the Staff has set out its legal
12 position in this matter.

13 This Board does have the guidance set forth by
14 the Appeal Board in ALAB 773. What we are now involved with,
15 or what the Board is faced with, is essentially a factual
16 situation.

17 We fully support the analysis and the argument
18 that Mr. Glass has just given the Board. We find it
19 somewhat strange that the County chose to only attach selective
20 portions of the transcript to their Motion. I think if the
21 Board hasn't read the transcripts in toto, it should.

22 On the time situation, there is no question that
23 the time was tight, vis-a-vis the County completing the
24 depositions of the four FEMA witnesses, and that was due
25 to circumstances beyond their control, as well as anyone else's
control.

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1 However, there were certain agreements reached
2 between the County and FEMA. The County used its time as
3 it sees fit. It agreed to two days. If it decided to spend
4 substantially all of Friday with Mr. Baldwin and leave very
5 little time for Mr. Kowieski, that's their choice, and that
6 is a decision they will have to live with.

7 In summary, the Staff fully agrees with FEMA
8 that the County's motion should be denied in all respects.

9 JUDGE LAURENSEN: We will get to Mr. McMurray's
10 request in just a moment.

11 (The Board is conferring.)

12 We have considered the County's request to re-
13 spond, but we decided that we will not allow a response
14 here. So, at this time we will consider the positions of
15 the parties and we will be back with a ruling on these two
16 motions.

17 (Short recess.)

18 JUDGE LAURENSEN: The thrust of the County's
19 motion is that the County believes that it has established
20 the necessary facts to be entitled to an Order that FEMA
21 should be required to turn over the thirty predecisional
22 documents which the Appeal Board held were privileged and
23 not discoverable.

24 The County reviews the history of this dispute
25 and then cites and attaches portions of the depositions of

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1 the four FEMA witnesses taken June 27th and June 29th.
2 During those depositions, FEMA voluntarily produced some
3 notes prepared by witnesses Keller and Baldwin prior to
4 their depositions. These notes reflect the number of com-
5 ments which disagreed at least initially with the final
6 RAC findings for each NUREG 0654 element of the LILCO plan.

7 However, the County complains that these notes
8 do not identify the dissenting RAC members or the reasons
9 for their dissenting views. The County believes that it is
10 important for it to determine which RAC members dissented
11 from various RAC findings. This is a complete about-face
12 from the County's position before the Appeal Board where at
13 Page 17 of the Appeal Board decision, ALAB 773, it is
14 stated, "Counsel for the County disavows any particular
15 interest in the names of individuals putting forth specific
16 views. She seeks only the basis of the RAC conclusions."

17 Moreover, the County does not attempt to explain
18 why it has now become important to have this information.
19 While the County speaks in terms of its right to probe the
20 basis of the RAC review, the County has failed to show that
21 it has established the compelling need for these documents
22 which the Appeal Board found absent last month.

23 We agree with LILCO that the County has failed
24 to meet any of the preconditions to further discovery set
25 by the Appeal Board. At this time, Suffolk County has not

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1 established "significant differences of opinion among
2 members of the RAC on important issues effecting the
3 adequacy of LILCO's plan."

4 Moreover, the County has not established that
5 these FEMA witnesses are unable to defend and explain
6 adequately the FEMA findings or that the witnesses view
7 were inordinately derivative of other views. Unless the
8 County makes such a showing, the executive privilege pre-
9 cludes probing the individual views of individual RAC
10 members.

11 While we prefer to dispose of this motion on
12 the merits so that all parties will understand the test
13 we will apply to the cross-examination of the FEMA witnesses,
14 we also deny this motion for the reason cited by LILCO
15 that it is inexcusably late. Although these depositions
16 were taken a week earlier and presumably the County knew
17 it would have to file the instant motion, it waited a full
18 week after completion of the last deposition before filing
19 this motion. That left only one business day to consider
20 this request before the hearing was to resume.

21 We find that under these circumstances the un-
22 timeliness of the motion would be a sufficient cause to deny
23 it.

24 In conclusion, all three requests of the County
25 are denied at this time. We will carefully monitor the

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1 FEMA testimony during the course of this hearing to deter-
2 mine whether a different result should obtain.

3 MR. MCMURRAY: Judge Laurenson, I think in
4 light of the fact that the Board has focused on a quote
5 taken from the Appeal Board decision, and the County's view
6 at this time that that quote was taken out of context, I
7 think it would be appropriate for the County to be given an
8 opportunity to respond both to Mr. Glass' statements, LILCO's
9 response to the County's motion, and to the Board's ruling
10 and ask for reconsideration.

11 JUDGE LAURENSEN: Well, let's move on first of
12 all, and then we will take up your motion for reconsidera-
13 tion.

14 New York presented an oral motion here to stay
15 the cross-examination of the FEMA witnesses. That motion
16 is untimely and could be denied for that reason alone. How-
17 ever, we further note that New York cites no legal authority
18 or precedent to support its assertion that the mere pendency
19 of legal issues in the State courts precludes going forward
20 with FEMA testimony. We know of no such precedent.

21 Good case management requires that we deny the
22 New York motion and proceed with the testimony.

23 Now, getting back to the County's motion for
24 reconsideration, I think the point of our comment about the
25 statement made by your counsel, your co-counsel, before the

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1 Appeal Board was that it was different than the position
2 you are taking here, and that in any event the County has
3 given no reasons to explain why it now believes that it was
4 important to receive the individual views of the RAC members.
5 And that's the basis on which we ruled, not on the basis of
6 any quote from your counsel at the Appeal Board hearing.

7 MR. MC MURRAY: Well, the point I wish to make,
8 Judge Laurenson, is that the position of the County before
9 the Appeal Board is perfectly consistent with its position
10 now. What Ms. Letsche was saying in that quote that you
11 lifted from the Appeal Board opinion was based on a request
12 for FEMA documents. What Ms. Letsche was saying at that
13 time was that we were not asking for the identification of
14 the individual RAC members at that time, because we didn't
15 know whether there was unanimity or lack of unanimity; and,
16 therefore, it was not considered important at that time to
17 determine what their individual opinions were, if in fact
18 there was unanimity.

19 But, as everybody recognized, the Appeal Board
20 and all parties present, was that if there was a significant
21 lack of unanimity then the identities of the individual RAC
22 members and their individual opinions would, of course, be
23 relevant. And that is why we are now asking for the
24 identity of the individual FEMA members and their opinions,
25 because as it turns out at the depositions it was revealed

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1 that before the January 20th meeting there was substantial
2 lack of unanimity. And then out of this meeting came some
3 sort of consensus. And we were not able to determine how
4 this consensus was arrived at.

5 That's the thrust of the County's motion.

6 JUDGE LAURENSEN: The thrust of our decision was
7 that you have not established significant differences of
8 opinion among members of the RAC on important issues affecting
9 the adequacy of LILCO's plan. And so there is nothing in
10 that argument that you made that affects our decision here.

11 MR. MC MURRAY: We were barred from doing so,
12 Judge Laurenson. That's our entire point.

13 If you look at the Baldwin and the Keller notes,
14 it shows that people went into that RAC meeting with sub-
15 stantial differences of opinion. If you look at LILCO's
16 motion, I think they attached the relevant notes, and it
17 shows that for many, many of the issues there was a lack of
18 unanimity. And then apparently out of this all came some
19 sort of consensus. And we were barred from finding out
20 how this lack of unanimity somehow became a consensus,
21 whether people were -- whether they took a vote, or whether
22 or not expert opinions were overridden by certain members of
23 the RAC Committee, those types of questions.

24 We were not able to find that out. So we don't
25 know whether or not in the end there was a substantial

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1 disagreement.

2 JUDGE LAURENSEN: The County's motion for re-
3 consideration is denied.

4 We turn next to the LILCO motion to admit LILCO's
5 supplemental testimony on Contention 24.R, the letter of
6 agreement with Connecticut. On June 20, 1984 LILCO filed a
7 motion to admit supplemental testimony on Contention 24.R,
8 along with the supplemental testimony of Dr. Cordaro and
9 William F. Renz. And a letter dated May 22, 1984 from Mr.
10 Renz to Frank Mancuso, Director of the Connecticut Office of
11 Civil Preparedness, and the response from Mr. Mancuso to
12 Mr. Renz, dated June 14th.

13 New York and Suffolk County oppose the motion
14 to admit the supplemental testimony and attachments, whereas
15 the NRC Staff supports LILCO's motion.

16 In LILCO's prefiled written direct testimony in
17 chief on Contention 24.R, which was filed March 2, 1984,
18 LILCO attached and relied upon a letter dated December 15,
19 1983 from Frank Mancuso, Director of the Office of Civil
20 Preparedness for Connecticut, to Donald A. Devito, Director
21 of the Office of Disaster Preparedness for New York, to
22 establish that Connecticut had agreed to assume responsibility
23 for implementing protective actions for the portion of the
24 Shoreham fifty mile ingestion exposure pathway within
25 Connecticut.

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2 During New York's cross-examination of LILCO's
3 panel of witnesses, the Board received in evidence New
4 York Exhibit 3, a reply letter from Dr. David Axelrod,
5 Commissioner of Health and also Chairman of the New York
6 State Disaster Preparedness Commission, dated March 30,
7 1984, stating that neither the New York State Department of
8 Health nor the New York State Disaster Preparedness Commis-
9 sion had ever entered into any agreement with the State of
10 Connecticut concerning an emergency response in the event
11 of a nuclear accident at Shoreham.

12 On May 22nd, LILCO moved to either submit a
13 supplemental exhibit or to strike the above New York Exhibit
14 3.

15 After hearing from all parties to the dispute,
16 we granted LILCO's motion to submit the supplemental exhibit,
17 which was a letter dated April 18, 1984 from Mr. Mancuso to
18 Dr. Axelrod. That letter was received in evidence as LILCO
19 Exhibit EP-48 on June 5th.

20 LILCO now asserts that following the receipt in
21 evidence of the above documents, Mr. Renz wrote to Mr.
22 Mancuso concerning the controversy surrounding the State of
23 Connecticut's position with regard to a response to a nuclear
24 accident at Shoreham. On June 14, 1984, Mr. Mancuso sent
25 a letter to Mr. Renz.

LILCO now seeks to submit supplemental testimony,

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1 along with that June 14 letter from Mr. Mancuso concerning
2 Contention 24.R. LILCO contends that this document "makes
3 clear that the State of Connecticut has agreed to implement
4 protective actions for the portion of the Shoreham fifty
5 mile ingestion exposure pathway, EPZ, within Connecticut."

6 LILCO asserts that because of the admission of
7 New York Exhibit 3 in the record good cause now exists for
8 admitting this supplemental testimony because the testimony
9 is material, probative and relevant to the issue raised in
10 Contention 24.R and could not have been previously filed.

11 Rather than merely admitting the letter from Mr.
12 Mancuso, LILCO seeks to supply approximately three addi-
13 tional pages of supplemental testimony from Dr. Cordaro and
14 Mr. Renz. LILCO says this is "so that the parties may ex-
15 plore with these witnesses on cross-examination the circum-
16 stances surrounding the June 14 letter."

17 New York State opposes the LILCO motion primarily
18 for the reason that it claims that the proposed supplemental
19 testimony is unduly repetitious and thus its admission is
20 precluded by 10CFR, Section 2.743(c). New York further
21 argues that LILCO has failed to establish good cause for
22 the submission of supplemental testimony.

23 Suffolk County fully supports the State of New
24 York's response and objection to LILCO's motion. The County
25 also argues that the letter from Mr. Mancuso now offered by

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LILCO contains no information not already in the record.

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The NRC Staff supports LILCO's motion and states that the letter in question "is an explicit statement by the State of Connecticut addressed to LILCO that Connecticut will implement protective actions in that part of the fifty mile ingestion pathway EPZ within Connecticut in the event of a radiological emergency at the Shoreham Nuclear Power Station."

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The NRC Staff argues that the letter is material, probative and relevant to the issue in Contention 24.R. Moreover, since LILCO was unaware of the correspondence between Dr. Axelrod and Mr. Mancuso prior to the receipt in evidence of New York Exhibit 3 on April 24, LILCO should be given the opportunity to clarify any ambiguity in the various letters concerning the response of the State of Connecticut.

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Staff concludes that LILCO moved promptly in obtaining this information and that no party will be prejudiced by the admission of this additional exhibit.

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We have considered the LILCO motion and the responses of New York, Suffolk County and the NRC Staff. We agree with LILCO and the NRC Staff that any ambiguity or confusion concerning the State of Connecticut's response to an accident at Shoreham should be clarified or resolved.

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We find that LILCO has established good cause for the admission of the supplemental testimony and the attachments

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2 thereto. LILCO's motion to admit supplemental testimony on
3 Contention 24.R is granted. And the parties are directed to
4 confer regarding the need for scheduling this testimony.

5 We turn next to the Suffolk County motion to
6 compel production of training related documents by LILCO,
7 and the New York State motion to compel production of train-
8 ing related documents by LILCO. At the hearing on Friday,
9 June 15th, during its cross-examination of LILCO's panel on
10 training issues, Suffolk County requested that LILCO produce
11 documents generated during the course of drills conducted by
12 LILCO in June 1984.

13 When LILCO objected to production of such docu-
14 ments, the Board ruled that the County should file a motion
15 and all interested parties would be given an opportunity to
16 submit briefs. The County filed its motion on June 26th.
17 On June 29th, New York supported the County's motion and
18 filed its own motion to compel production of documents.

19 On the same date, June 29th, LILCO responded to
20 the County's motion to compel. On July 2, the NRC Staff
21 stated that it viewed this matter as a discovery dispute
22 involving the County and LILCO, and the Staff does not take
23 a position on the motion in question.

24 The County contends that with the exception of
25 limited training drills for LILCO's traffic guides, the
recently completed June drills or exercises are the only

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2 training drills or exercises that have been conducted since
3 February 1984. The County claims that it needs to review
4 these critiques to determine whether the alleged serious
5 deficiencies in the training drills and exercises have been
6 remedied in any way.

7 The only legal authority cited by the County in
8 support of this motion is 10 CFR, Section 2.740(b)(1) con-
9 cerning the scope of discovery in NRC proceedings.

10 New York says that it fully supports the County's
11 motion to produce the training related documents but files
12 its own request for all critiques and evaluations of LERO
13 trainees' performances, including all completed drill or
14 exercise evaluation forms from LILCO drills or exercises
15 that have been conducted from February 16, 1984 up to and
16 through the date of the Board's decision in this matter.

17 Other than references to prior Bench decisions
18 or Orders in this case, the State cites only the same regu-
19 lation cited by the County.

20 LILCO opposes the County's request and presumably
21 the State's request as well. And LILCO submits the follow-
22 ing reasons. First, continuing discovery after the close
23 of LILCO's testimony on the training issues is inappropriate
24 and contrary to the purpose of discovery. Two, disclosure
25 of the critiques would have a chilling effect on the critique
process. And, three, the request is unduly burdensome at

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2 this late stage of the proceedings, particularly in light
3 of Suffolk County's failure to establish a pattern with
4 previously supplied critiques of earlier exercises.

5 LILCO asserts that on June 1, pursuant to our
6 earlier Order, it produced all critique forms that had been
7 written by controllers and observers at LERO drills and
8 existing summary of those forms. During the course of
9 cross-examination of the LILCO panel of witnesses on train-
10 ing, it developed that LILCO had conducted tabletop exercises
11 and some drills during the month of June 1984. LILCO cites
12 a Licensing Board decision in 1978 on the Stanislas
13 nuclear project, the United States Supreme Court decision
14 of Hickman versus Taylor from 1947, and the Wright
15 and Miller text on Federal Practice and Procedure concern-
16 ing general rules of discovery.

17 LILCO contends that discovery of the June
18 critique forms at this time, after the testimony of the
19 LILCO panel has been concluded, will be contrary to all of
20 the above authorities description of the purposes of dis-
21 covery. Specifically, LILCO argues that discovery of this
22 information will not serve to narrow the issues that need
23 to be tried. It will not provide evidence for use at the
24 hearing, and it will not secure information about the
25 existence of evidence.

LILCO further notes that formal discovery closed

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2 long ago. Next, LILCO asserts what it calls a "critical
3 self-analysis privilege" as applicable in Title 7 cases
4 concerning affirmative action plans and equal employment
5 opportunities.

6 LILCO argues from this that the disclosure of
7 these critiques would have a chilling effect on the candor
8 of future analyses and critiques. LILCO cites individual
9 comments by Commissioners Roberts and Aherne in the Indian
10 Point proceeding. And, finally LILCO asserts that the re-
11 quest is unduly burdensome since the County has already
12 been given voluminous materials from the drills held in the
13 Fall of 1983 and the Winter of 1984, and that there must be
14 a conclusion to both litigation and discovery.

15 While it is true that we have previously been
16 receptive to the County's motions to compel production of
17 discovery documents, including critiques from earlier
18 drills and exercises, we now agree with LILCO. They would
19 constitute an abuse of discretion and would order the addi-
20 tional discovery requested by the County and State as
21 documents become available.

end #5 22

Reb flws 23

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1 The problem is highlighted by the state's
2 motion which asks for all completed drill or exercise
3 evaluation forms from February 16, 1984 up to and through
4 the date of the Board's decision in this matter.

5 In New York's view, discovery will apparently end
6 simultaneously with the issuance of our initial decision.

7 We find this in wrong. The discovery documents
8 supplied by LILCO to date have furnished the parties
9 with ample material concerning their contentions in this
10 matter. Neither the county nor state cite any precedent
11 which would support their request for documents following
12 completion of the Applicant's testimony on particular
13 contentions.

14 While we agree with LILCO's position that it
15 should not be required to produce these documents, we do
16 not express an opinion on LILCO's assertion that the
17 purported chilling effect of this discovery leads to a
18 critical self-analysis privilege. Rather we find that in
19 light of the voluminous documents that have been supplied
20 concerning LILCO's drills and exercises in late 1983 and
21 early 1984, neither the county nor state has established
22 a valid reason for obtaining critiques from the June 1984
23 drills or exercises after the testimony of the LILCO
24 witnesses has been concluded on this subject matter.

25 New York cites no authority and we know of none

1 which would support its claim to have documents
2 supplied, quote, up to and through the date of the Board's
3 decision in this matter, unquote.

4 The motions of Suffolk County and the State
5 of New York to compel the production of documents are
6 denied.

7 We turn next to the cross-examination of the
8 FEMA panel of witnesses. Pursuant to our bench order of
9 June 15, 1984, Suffolk County, New York, and LILCO have
10 submitted cross-examination plans and estimates for the
11 amount of time expected for the cross-examination of the
12 FEMA panel. New York estimated that it will need
13 approximately one day. LILCO estimated it will need
14 approximately one half day.

15 Suffolk County estimated that it would take
16 four to five days.

17 We have reviewed the cross-examination plans
18 of the parties. We have also reviewed the FEMA testimony
19 upon which cross-examination will take place this
20 week.

21 Based upon the foregoing, we find that
22 Suffolk County's estimate concerning the projected length
23 of time for cross-examination of this panel of FEMA
24 witnesses is excessive and unreasonable.

25 Accordingly, we are placing a time limit on

1 Suffolk County's questioning of these witnesses.

2 By way of background, we note that we opened
3 this hearing more than seven months ago on December 6, 1983.
4 Since then we have received over 12,000 pages of
5 cross-examination testimony, along with thousands of
6 pages of direct testimony. Prior to today, we have
7 spent 53 days in hearing. The vast majority of this
8 time has been taken by Suffolk County's questioning of
9 witnesses.

10 On one occasion we curtailed the county's
11 right to endless questioning of witnesses. We find that
12 the time has come again to make a reasonable estimate
13 about how long it should take to question this particular
14 panel of witnesses.

15 The NRC Commission has given us a duty to, quote,
16 set and adhere to reasonable schedules, unquote --
17 Statement of Policy on the Conduct of Licensing Proceedings,
18 13 NRC 452, 454 1981.

19 We also refer to the Catawba Nuclear Station
20 Partial Initial Decision in the matter of Duke Power
21 Company, issued on June 22, 1984, pages 8 to 12.

22 As authority for this proposition, the Board
23 also relies on MCI Communications Corporation versus
24 AT&T, 708 Fed.2d 1081, Seventh Circuit 1983.

25 Prior to the trial of the MCI versus AT&T case,

1 AT&T estimated that the entire case would take eight to nine
2 months. The district court reviewed the identity of the
3 witnesses and the estimates and imposed a 26-day time
4 limit on the presentation of each side's case in chief.

5 On appeal, AT&T argued that the limits which
6 were imposed were wholly arbitrary and amounted to a
7 denial of due process.

8 The Seventh Circuit Court of Appeals disagreed.
9 I will quote from their decision with the deletion of
10 citations of authority. I will begin at page 1171.

11 The Seventh Circuit Court of Appeals said, and I quote:

12 "Litigants are not entitled to burden the court
13 with an unending stream of cumulative evidence. As
14 Wigmore (phonetic) remarked, 'It has never been supposed
15 that a party has an absolute right to force upon an
16 unwilling tribunal an unending and superfluous mass of
17 testimony limited only by his own judgment and whim.'

18 The rule should merely declare the trial court empowered
19 to enforce a limit when, in its discretion, the situation
20 justifies this."

21 Continuing the quotation from the Seventh
22 Circuit:

23 "Accordingly, Federal Rule of Evidence 403
24 provides that evidence, although relevant, may be excluded
25 when its probative value is outweighed by such factors as

1 its cumulative nature or the undue delay and waste of
2 time it may cause. Whether the evidence will be excluded
3 is a matter within the District Court's sound discretion
4 and will not be reversed absent a clear showing of abuse.

5 "The time limits ordered by Judge Grady (phonetic)
6 had the effect of excluding cumulative testimony, although
7 in setting those limits, the District Court apparently
8 fixed a period of time for the trial as a whole. This
9 approach is not, per se, an abuse of discretion.

10 "This exercise of discretion may be appropriate
11 in protracted litigation, providing that witnesses are not
12 excluded on the basis of mere numbers.

13 "Moreover, where the proffered testimony is
14 presented to the court in the form of a general summary,
15 the time limits should be sufficiently flexible to
16 accommodate adjustment, if it appears during trial that
17 the court's initial assessment was too restrictive."

18 That is the end of the quotation from the
19 Seventh Circuit Court of Appeals.

20 Based upon the foregoing principles of law
21 and our review of the testimony, the cross-examination
22 plan of Suffolk County, and the estimates of time for
23 cross-examination, the Board has concluded that a
24 reasonable estimate of the amount of time it should take
25 the county to question this particular panel of FEMA

1 witnesses concerning the contentions identified by the
2 parties in paragraph 1 of the letter of June 28, 1984,
3 captioned Ground Rule for FEMA Witnesses, may not exceed
4 two days. Likewise, all other parties are limited to
5 two days of cross-examination of these witnesses.

6 If, after the conclusion of two days cross-
7 examination of the FEMA witnesses by the county, the county
8 concludes that additional questioning is necessary, the
9 county shall elect from the following options:

10 One, the county may present an oral argument
11 concerning specific areas of inquiry which it has been
12 unable to pursue because of the time limits. And it may
13 request reconsideration and the opportunity to ask further
14 questions at that time. Or, number two, the county may
15 submit in writing, within seven days after the completion
16 of such cross-examination, its offer of proof and the
17 reasons for the need for additional time to cross-examine
18 the FEMA witnesses when they return to give additional
19 testimony beginning on August 13, 1984.

20 In the latter case, all other parties shall have
21 seven additional days to respond to the county's offer of
22 proof or request for additional time.

23 We come now to the last item on the list for
24 this morning. That is the question of the FEMA/NRC
25 position or views concerning conflict of interest.

1 As we all know, this proceeding is unique in
2 that we have before us a utility emergency response plan
3 which designates a vice president of that utility as the
4 director and ultimate decision maker of the local emergency
5 response organization.

6 Contention 11 asserts that LILCO employees
7 in command and control positions under this plan may
8 experience a conflict between LILCO's financial and
9 institutional interests which may hamper their ability
10 to perform and will diminish the protection afforded to
11 the public.

12 The contention asserts that LILCO employees
13 may not recommend an appropriate protective action in a
14 prompt manner because of a conflict with LILCO's financial
15 interest.

16 Finally, contention 11 asserts a failure to
17 establish the means to insure the independence of LERO
18 personnel.

19 We heard testimony from the LILCO panel
20 consisting of three LILCO officers and employees and
21 Dr. Miletic. We also heard testimony from the Suffolk
22 County panel consisting of Drs. Purcell, Olson, Lipsky
23 and Saegert.

24 FEMA has now apparently indicated, pursuant to
25

1 paragraph 6 of Mr. Christman's letter of June 28,
2 captioned Ground Rules for FEMA Witnesses, that it will
3 not file testimony on contention 11.

4 At this point, under our broad power to control
5 these proceedings under 10 CFR Section 2.718, we call
6 upon FEMA and the NRC Staff to reconsider and reexamine
7 this decision.

8 The Board is of the view that the conflict of
9 interest contention number 11 raises a novel question
10 in light of the status of emergency planning for Shoreham.
11 We believe that FEMA or the NRC Staff should be prepared
12 to take a position or at least to present its views
13 concerning utility company officers' or employees'
14 actual or potential conflict of interest in performing
15 the command and control jobs assigned under the LILCO plan.

16 This request should not be confused with the
17 so-called legal authority question or the legal contentions
18 in this matter.

19 We want to know the position or views of the
20 Federal Government concerning contention 11. We ask that
21 FEMA and the NRC Staff notify us promptly of their
22 decision on this request.

23 This now completes the Board's rulings on the
24 matters that I had listed earlier this morning. Unless
25 someone else has something further at this point of a

1 procedural nature, I believe that the next order of
2 business will be to call the panel of FEMA witnesses.

3 MR. MILLER: Judge Laurenson, we do have some
4 things of a procedural nature.

5 I am at a loss as to where to begin after this
6 morning, but I will start, I think, with the Board's
7 ruling on the county's motion to stay based on revision 4.
8 I would again request that the county be given a right to
9 respond -- I will put it in terms of a motion for
10 reconsideration. I think it is important the county be
11 given a right to respond to LILCO's response of yesterday
12 because that response by LILCO is full of inaccuracies,
13 misstatements and mischaracterizations. It is obvious
14 that the Board relied on LILCO's response in making its
15 ruling. It is obvious to this person that the Board was
16 predisposed before coming here this morning as to how it
17 was going to rule on the county's motion for this stay, and
18 I think the county should be given a right to address
19 the arguments made by LILCO yesterday and to have this
20 Board reconsider the county's motion for stay of these
21 proceedings.

22 JUDGE LAURENSON: You haven't given us anything
23 to reconsider at this point. Are you making an oral
24 motion, or what do you want to do?

25 MR. MILLER: I will just go ahead with my motion

1 then.

2 Judge Laurenson, the problem that will face
3 all parties to this proceeding, including the Board,
4 in light of the Board's ruling, is simply one of time.

5 LILCO has come out with yet another revision
6 to its plan, the fourth or fifth now -- I suppose the
7 fifth different version of its plan since last June.
8 It is possible that LILCO's characterization, as set forth
9 in its response of yesterday regarding the four examples
10 used by the county, is a correct characterization. The
11 county doesn't know at this time. The county has not
12 had the time nor the opportunity to review the revision 4
13 of the LILCO plan.

14 That revision 4 came in sometime on July 3.
15 At this time I still personally have not reviewed revision 4.
16 There simply has not been time to prepare all the motions
17 that have been sent to the Board, to prepare for trial
18 that is beginning this week, and to review hundreds of
19 pages of revised plans as LILCO has submitted as
20 constituting revision 4.

21 The county needs the opportunity to look at
22 revision 4, to analyze revision 4, to determine whether
23 revision 4 impacts the contentions and the testimony that
24 has been filed with this Board.

25 I am afraid that, based on the Board's ruling on

1 the county's motion to stay these proceedings, there is no
2 contemplation by this Board to build any such time into
3 the schedule.

4 Therefore, I do not see how the parties can go
5 forward and present any kind of probative, material
6 evidence to the Board so that the Board would have evidence
7 on which to make its findings.

8 Unless the Board is saying revision 4 may be
9 there by LILCO but it will not be considered the Board,
10 then the county would withdraw its motion to stay to
11 begin with. If the Board is saying, We will not consider
12 revision 4, that's fine.

13 If the Board is saying revision 4 that has
14 been offered by LILCO will be considered by the Board,
15 it is to be considered by the parties, the county simply
16 needs time to look at revision 4 and to make an
17 assessment of the impact of revision 4 on the contentions,
18 on the testimony, including the contentions and testimony
19 yet to be litigated before the Board.

20 I don't see leeway in what the Board has
21 said as to that time.

22 JUDGE LAURENSEN: I think we have made it
23 clear that we are not going to postpone the hearings to
24 give you that kind of time. Whatever time it is going to
25 take, you have other people in your offices. You have had

1 numerous lawyers up here representing the county.
2 You are just going to have to divide the work among other
3 people to have this done. We are not going to postpone
4 the hearings.

5 MR. MILLER: Judge Laurenson, in terms -- since
6 you raised it, I will address it. In terms of other
7 lawyers in our office, we do have other lawyers in the
8 office. There are also at this time three separate
9 proceedings involving the Shoreham plant, and that means
10 three different sets of lawyers working on those
11 proceedings.

12 We have lawyers working on low power issues.
13 That trial begins in a couple weeks. We have lawyers
14 working on the diesel issues. That trial begins at
15 the beginning of September. Testimony is due in a couple
16 weeks.

17 We have lawyers working on the emergency
18 planning issues.

19 We do not have the luxury of LILCO of having
20 as many lawyers, but we have lawyers. Those lawyers are
21 all very, very busy. And there is no extra time, I can
22 assure you, to do any of the things that you are
23 suggesting the county do.

24 We cannot be in trial, preparing for trial,
25 conducting cross-examination, and reviewing revision 4 all

1 at the same time. It is just not possible.

2 We had this same situation, Judge Laurenson,
3 with revision 3. And if my memory serves me correctly,
4 there was some extension built into the hearing schedule
5 so that revision 3 could be considered. I am not sure.
6 Maybe it was a week.

7 We would ask for a two-week stay of these
8 proceedings in order to review revision 4. I think it is
9 necessary that that time be given to the county and to
10 the other parties.

11 JUDGE LAURENSON: You haven't submitted anything
12 new that we didn't consider previously. If it is a
13 request for reconsideration, that is denied.

14 Let's move on.

15 MR. MILLER: I am not sure, Judge Laurenson,
16 how I could have submitted anything new because I still
17 haven't been given the chance to address the statements
18 made in LILCO's response.

19 Am I being given that opportunity?

20 JUDGE LAURENSON: I think we want to get to
21 the FEMA testimony. I don't understand what issues you
22 want to raise here before we get to that. That is my
23 question.

24 MR. MILLER: The issues are that the Board has
25 ruled on the county's motion to stay these proceedings

1 and obviously, in doing so, the Board looked at two
2 things. The Board looked at the county's motion of last
3 Friday, and it looked at LILCO's response of yesterday.

4 JUDGE LAURENSEN: And we considered the oral
5 arguments today.

6 MR. MILLER: Of which the county was not given
7 a right to make any arguments.

8 I would like to respond to LILCO's response of
9 yesterday because I think that response misstates and
10 inaccurately sets forth certain things that the Board should
11 take into consideration.

12 JUDGE LAURENSEN: We are not going to take
13 hearing time to hear that. If you do want to file a
14 response, I think you can do it in writing, if that is
15 the way you want to proceed. We have made our decision,
16 and let's move on.

17 MR. MILLER: Judge Laurenson, I just want to state
18 then that since we are talking here about a motion to
19 stay the proceedings, I do not see how it solves any of
20 the county's problems to be told they can address something
21 in writing late on.

22 Judge Laurenson, I also want to move for
23 reconsideration of the Board's ruling on the motion to
24 compel training documents. I will keep this very short.

25 The Board stated that in opposing the county's

1 motion to compel the training-related documents,
2 there were three issues set forth by LILCO: that this
3 would constitute continuing discovery and that would be
4 inappropriate; secondly, that there would be a chilling
5 effect; and thirdly, that it would be unduly burdensome
6 particularly since the county failed, in LILCO's view,
7 to show a pattern of any kind during the examination of
8 the LILCO training witnesses during the week of June 8.

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END 6

1 These are the very same arguments, Judge Laurenson,
2 with the exception of the third argument, made by LILCO to the
3 Board the week of June 1st, when the Board granted the County's
4 Motion for training documents.

5 The County was given those documents. The County
6 tried to introduce and use those documents at trial. The
7 Board, obviously, imposed some restrictions on the County's
8 use of the documents that were given to the County by LILCO,
9 but nevertheless, the County was given an opportunity to
10 review those documents and to try to make an analysis of
11 those documents and use them during the cross examination
12 of the LILCO training witnesses.

13 We are not requesting the training-related documents
14 that go to the June drills. It is clear there can be no question
15 that there have been no drills since the February exercises
16 that were conducted of this year as testified to the LILCO
17 witnesses during the week of June 8th.

18 Therefore, training-related documents, critiques
19 and evaluations going to the drills recently completed by
20 LILCO are of particular interest and significance to this
21 Board and to the parties.

22 They will be probative, they will be material.
23 Certainly at a minimum, the County should be given the right
24 to review such documents. To make its analysis, to determine
25 whether there have, indeed, been any fixes or solutions of

1 any kind, by LILCO to the problems which have plagued the
2 training programs, as we demonstrated, I think, during the
3 week of June 8th during the cross examination of the LILCO
4 witnesses.

5 With respect to whether it would be unduly
6 burdensome to LILCO to produce these documents at this time,
7 that is mere speculation. The documents are there, apparently;
8 hopefully LILCO has retained these documents, unlike some other
9 training documents, and these documents can easily be produced
10 to the County.

11 With respect to whether in LILCO's view the
12 County failed to show a pattern of training problems during
13 the last stretch of cross examination before this Board,
14 that has nothing to do with whether we are entitled to these
15 documents. We are entitled to look at these documents from
16 the June drills to see if we can, indeed, show the relevancy,
17 the probativeness of those documents, and if the Board would
18 require to see if we could show a pattern that would develop
19 from the training drills held in June.

20 But clearly the standards and issues presented
21 to the Board now are the exact same standards and issues that
22 faced the Board a month ago when the Board ordered the
23 documents to be given to the County, and I do not understand
24 how now the Board is refusing to require LILCO to produce
25 the training documents from the June drills.

1 JUDGE LAURENSEN: Well, we have indicated that
2 the LILCO testimony is concluded on that, so I would suggest
3 if you wanted to pursue this, you really should do it in the
4 form of a Motion to reopen, and see whether or not the County
5 can meet that kind of a test on this issue, but you haven't
6 presented anything today other than a reargument of what you
7 had already submitted.

8 Likewise, you haven't submitted any authority
9 for the proposition that once a particular issue has been
10 closed by testimony, that discovery can go on beyond that
11 point. And unless you can find authority on that question,
12 then I think there may not be any basis for granting your
13 request.

14 MR. MILLER: Judge Laurenson, we have cited
15 clearly to the specific NRC regulation that determines when
16 there should be, and can be, Motions to compel the production
17 of documents. We are relying on the NRC's own rule in this
18 regard.

19 JUDGE LAURENSEN: It doesn't address this
20 question. Anything else?

21 MR. McMURRAY: Yes, Judge Laurenson. I would
22 like to address one final matter, and that is the issue
23 that the Board raised this morning setting a two day time
24 limit for the County's cross examination.

25 I would like to move for the Board to reconsider

1 that Order, and to, perhaps, clarify a few things for the
2 County.

3 I think it is particularly important that the
4 Board noted that it had reviewed the County's cross plan.
5 The Board did not note, however, that that cross plan was
6 fifty pages long, much longer than any cross examination
7 plan submitted by the County, and I would guess much longer
8 than any cross plan ever submitted in this hearing.

9 The reason is that the FEMA witnesses are here
10 to testify on every single issue involved in Group II A and
11 Group II B heard to date.

12 Now, we can count the number of contentions set
13 forth in Mr. Christman's letter. I dare say, though, that
14 it is about thirty or forty contentions that FEMA witnesses
15 are going to be addressing. Now, it has taken forty days or
16 so of hearing time to hear the parties on those thirty or
17 forty issues. Forty days, and the Board is now limiting the
18 County to two days to cross examine FEMA witnesses on every
19 single one of those issues that have taken up forty previous
20 hearing days, and that is an approximation; it is not exact.

21 You also note, Judge Laurenson, that the FEMA
22 testimony is about a hundred pages long. Now, in the past
23 when we have had to cross examine on testimony that is that
24 long, we have had -- we have taken more than just two days,
25 that is for sure. The Board has not told the County that its

1 cross plans have gotten into areas that the Board is not
2 going to permit inquiry into, and if, in fact, that is the
3 Board's concern, it should tell the County.

4 In light of the fact that the County has made
5 a good faith effort to set forth all the areas it wants to
6 inquire into, and has given a good faith estimate of four
7 to five days, I think that the Board should hear the County's
8 cross examination, and not rule in advance that the County
9 is going to be restricted to only two days of cross
10 examination, which I tell you will not be enough for the
11 County to fully and fairly cross examine four FEMA witnesses
12 on many pages of testimony. I realize that the whole hundred
13 pages are not at issue. Many pages of testimony, plus the
14 RAC Review, that is attached to their testimony, which
15 underlies their testimony, and at least purportedly supports
16 that testimony.

17 So, I would ask the Board on that basis, and
18 on those grounds to reconsider its time limit, which the
19 County believes is in error.

20 JUDGE LAURENSEN: Well, we wanted to give you
21 the time limit in advance, so you could prepare how to
22 allocate the time that has been given to you. We have also
23 set up two different means by which you can seek an extension
24 of that time, so that I think we are flexible, and if you can
25 establish what you say, that additional time is necessary, you

1 will be given additional time, but we are telling you in
2 advance what our preliminary estimate is, and I think you
3 should act accordingly.

4 MR. McMURRAY: Judge Laurenson, I don't believe
5 that those options give the County any significant relief.
6 In one option, the FEMA witnesses are going to be let go,
7 and the County, during the course of the hearings in which
8 we are going to be busy preparing witnesses and preparing
9 cross examination on other matters, is going to be expected
10 to write a Motion that has to be submitted in seven days,
11 which sets forth why we should be given additional time to
12 cross examine the FEMA witnesses.

13 We don't have that luxury, Judge Laurenson, of
14 being able to file a written Motion which sets forth in
15 detail of why we should be given more time. We don't have
16 the resources, we don't have the time, especially since we
17 are going to be in hearing and preparing for other matters.

18 With respect to the other option, it puts the
19 burden on the County to completely change its cross examination
20 approach in these first two days, trying to squeeze everything
21 in in two days, and then being forced to prove to the Board
22 that somehow we are supposed to get more time. We are going
23 to be asking for twice as much time. It doesn't offer us any
24 relief, Judge Laurenson.

25 It puts the County in the position of either now

1 having to radically change its cross examination approach
2 by dropping many relevant areas of inquiry, and then in two
3 days -- and then wrapping up in two days, or going forward as
4 planned, and then in two days having to convince the Board
5 that we require two more days.

6 That puts the County in an unfair position.

7 JUDGE LAURENSEN: We acknowledge what you just
8 said, and that is our intent, frankly, that you should
9 reexamine the Plan that you apparently had in mind that was
10 going to take four or five days , and decide whether or not
11 those areas of inquiry should be that extensive, and either
12 revise your plan, or you may proceed as you have planned,
13 and then request additional time if you believe you can
14 establish the claim for that, but we are putting you on notice
15 that that is the risk that you may be running if you proceed
16 with the original plan.

17 Our basis for it is that your estimated time,
18 in our view, is unreasonable, and that is the foundation for
19 our Order.

20 MR. McMURRAY: Well, Judge Laurenson, I will just
21 note that the Board chastised the County earlier for giving
22 the Board only one day in order to rule on the County's Motion
23 regarding the FEMA documents. The Board received our cross
24 plan last Tuesday, six days ago --- no, a week ago. And
25 now, minutes before we are supposed to start cross examining

1 the FEMA witnesses, the Board is telling us to go back, change
2 our approach.

3 Why wasn't the County told this several days ago?
4 Why wasn't the County warned that the Board was going to set
5 time limits which we feel are arbitrary. You know, Judge
6 Laurenson, that it is going to take some time to restructure
7 our cross examination. It is not just something that flows
8 off the head.

9 It takes time for us to structure it, and now
10 we are being told, at the very last minute, that we have
11 to change. It is just unfair.

12 If you give us a couple of days to change our
13 cross examination approach, we will see whether or not we can
14 whittle it down to two days. I doubt it can be done. But
15 at least we have to be given some time to restructure what
16 has taken days, weeks, to structure and prepare for.

17 JUDGE LAURENSON: The request for reconsideration
18 is denied. Are you ready to call the FEMA witnesses?

19 MR. GLASS: Yes. While the panel is setting up,
20 let me just make a few remarks for the record. We have provided
21 to the court reporters corrected, full corrected copies of the
22 testimony and the attachments. We have provided to the
23 parties and to the Board copies of the relevant pages that
24 were changed. The majority of the changes were of the nature
25 of typographical errors, misspellings, so that we hope we can

1 dispense, if no parties have any objections, with detailing
2 those particular changes on the record.

3 We will have a member of the panel go over what
4 we consider substantive changes or additions to professional
5 qualifications, if that is satisfactory with the Board.

6 MR. MILLER: Judge Laurenson, I was just handed
7 a stack of pages. I suppose this is what Mr. Glass is
8 referring to. It must be thirty pages here. I have never
9 seen it before. I am not going to waive any right to have
10 these witnesses state what the changes or, because I am not
11 even aware of what changes we are talking about. They are
12 not even marked on these pages.

13 MR. GLASS: If the Board requires, we will go
14 through every typographical error, and deal with all those.

15 MR. MILLER: If counsel for FEMA is saying this
16 is just typographical errors, that is fine.

17 MR. GLASS: I am stating that -- and I think I
18 stated to the various members when I did hand it out this
19 morning -- that the majority of the changes are of the nature
20 of typographical errors. There are some blank pages that
21 originally had indicated that they were waiting Board orders,
22 and we changed those pages to just indicate that the pages
23 were intentionally left blank. Any other changes besides the
24 two that I described, will be denoted for the record by a
25 member of the panel if that is satisfactory to all parties.

1 JUDGE LAURENSEN: Let's proceed on that basis,
2 and see whether we can resolve most of the concerns about
3 the revisions or changes.

4 MR. MILLER: Judge Laurenson, if you would like
5 to arrange for the swearing of the witnesses, it should be
6 noted that Mr. McIntire has appeared before the Board and
7 was sworn at that time.

8 JUDGE LAURENSEN: That is correct. Mr. McIntire,
9 you are still under oath. Will the other three witnesses
10 stand and raise your right hand to be sworn?
11 Whereupon,

XXXINDEX 12

THOMAS E. BALDWIN

13

JOSEPH H. KELLER

14

ROGER B. KOWIESKI

15

- and -

16

PHILIP H. McINTIRE,

17 were called as witnesses on behalf of FEMA and, having been
18 first duly sworn, were examined and testified as follows:

19

DIRECT EXAMINATION

20

BY MR. GLASS:

21

Q Starting with Mr. Baldwin, would each member of

22

the panel please state their full name, occupation, business
23 address, and current employer?

24

A (Witness Baldwin) My name is Thomas E. Baldwin.

25

My current business address is -- I am with Argonne National

1 Laboratories -- 'laboratory,' singular. The address is 55
2 Hilton Avenue, Garden City, New York.

3 A (Witness Kowieski) My name is Roger B. Kowieski,
4 Chairman of Regional Assistance Committee, Federal Emergency
5 Management Agency, New York, New York, 10278.

6 A (Witness McIntire) I am Philip McIntire, Chief
7 of the Natural and Technological Hazards Division, Federal
8 Emergency Management Agency, 26 Federal Plaza, New York,
9 New York.

10 A (Witness Keller) I am Joseph H. Keller. I work
11 for the Westinghouse Idaho Nuclear Company, at the Idaho
12 National Engineering Lab, in Idaho Falls, Idaho, P. O. Box
13 4000, 83401.

14 Q Gentlemen, do you have before you the direct
15 testimony of Thomas E. Baldwin, Joseph H. Keller, and Roger B.
16 Kowieski, and Philip H. McIntire, concerning Phase II
17 Emergency Planning?

18 A (Witness McIntire) We do.

19 Q Did you prepare the direct testimony of Thomas E.
20 Baldwin, Joseph H. Keller, Roger B. Kowieski, and Philip H.
21 McIntire concerning Phase II of the emergency planning?

22 A We did.

23 Q Did you prepare the professional qualifications
24 of Joseph H. Keller, consisting of two pages?

25 A (Witness Keller) There are more pages than that.

1 MR. GLASS: Just off the record.

2 (Off the record discussion ensues.)

3 BY MR. GLASS: (Continuing)

4 Q Mr. Keller, did you prepare your professional
5 qualifications, consisting of five pages?

6 A I did.

7 Q Mr. Baldwin, did you prepare your professional
8 qualifications consisting of five pages?

9 A (Witness Baldwin) Yes, I did.

10 Q Mr. Kowieski, did you prepare your professional
11 qualifications, consisting of two pages?

12 A (Witness Kowieski) Yes, I did.

13 Q And Mr. McIntire, did you prepare your professional
14 qualifications, consisting of one page?

15 A (Witness McIntire) Yes, I did.

16 Q Did you gentlemen also prepare -- are you familiar
17 with, and have you reviewed your testimony consisting of
18 one hundred pages, along with the professional qualifications,
19 the RAC Review consisting of two pages dealing with the key
20 to the ratings, one page consisting of the summary of ratings,
21 the consolidated RAC Review, consisting of sixty pages, and
22 the attachment thereto dealing with the legal concerns
23 consisting of six pages?

24 A (Witness McIntire) Yes, we did.

25 Q Do you have any corrections besides typographical

1 corrections, that you would like to make to this testimony
2 or the professional qualifications at this time?

3 A Yes, we do, and Mr. Baldwin will make those
4 corrections.

5 A (Witness Baldwin) Are we only going to do the
6 insertions, or the punctuations as well? What are we going
7 to do here, precisely.

8 Q I think the parties have agreed that you can
9 skip changes in punctuation, typographical errors, or I
10 think the changes to the description of those pages that
11 are blank.

12 All other corrections should be spelled out.

13 A Thank you. All right. On page 3, the second
14 line, where it begins: Thomas E. Baldwin, Argonne National
15 Laboratories, is singular. On that same page, the last line,
16 we have changed this from, 'my employer' to, 'his employer.'
17 On page 4, in the answer to Question 5, in the second line,
18 the fourth word from the end, we have changed from, 'were' to
19 'was.'

20 On page 5, the Answer to Question 8, the second
21 line, the same change. It was changed from, 'were' to, 'was.'

22 End 7
23 Sue fols.

24

25

#8-1-SueT

1 On Page 7, in the answer to Question 14, in the
2 third line, the third word from the end is "in." We have
3 struck that word "in."

4 On Page 9, in the answer to this question,
5 Question 18, we have changed the answer here to, "According
6 to..." We have taken out Borelli's New York State Media
7 Directory. That is now struck. And inserted "officials
8 of WALK radio station." We have kept WALK broadcasts AM
9 from. We have struck 5 a.m. to 2 a.m. and inserted
10 "dawn or 6:00 a.m., whichever is earlier until local sun-
11 set."

12 In the last line of that first paragraph, it
13 should read "broadcasting in an..." -- strike the y in
14 any -- "emergency" and then added -- strike the period and
15 added "and relay stations will be equipped to record the
16 message(s) or to broadcast simultaneously (See Procedure
17 OPIP 3.8.2, Page 3 of 38)."

18 On Page 18 in the answer to Question 30, in
19 the second line, the former transcript said the LILCO
20 transportation plan. Strike "transportation" and insert
21 "Transition."

22 On Page 34, the second full -- the first full
23 paragraph begins, "The LERO frequencies are not published
24 for public use." Page 34. "However, an individual with a
25 scanner could easily..." We have struck "easily."

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2 On Page 48, the first full paragraph begins,
3 "An estimate of the amount of time required to implement
4 and execute the route alerting backup alternative to the
5 siren alerting system could not be located in the LILCO
6 Transition Plan." We have inserted an asterisk, and at
7 the bottom of the page we have inserted the following
8 footnote: "According to the Letter of Agreement in
9 Appendix B (see page APP-B-53), the telephone survey used
10 to verify the siren activation will be completed within
11 90 minutes of pager notification of Marketing Evaluations,
12 Incorporated."

13 On Page 51, the second line reads, "is covered
14 in the answer to Contention 20." We have struck "the
15 answer to Contention 20" and inserted "Procedure OPIP
16 3.8.2 (see page 3 of 38)."

17 On Page 70 in the answer to Question 80, the
18 fourth line begins "children home in the event that an
19 early dismissal of schools" we have inserted -- we have
20 struck the period and inserted "is initiated."

21 We have then struck the following words, the
22 next words "as noted in the answer to Contention 67.E"
23 is now struck, and we capitalize the "T" in There to begin
24 a new sentence.

25 On Page 83, in the answer to Question 99, it
currently reads, "Estimates..." -- it used to read "Estimates

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2 of the number of transient dependent," is now struck and
3 inserted for those words "total." So that now it would
4 read, "Estimates of the total evacuee population..." --
5 we struck the s off of evacuee -- "the total evacuee
6 population."

7 In the fourth item, the fourth bullett, the
8 third bullet at the bottom of that page read "On-site
9 power security." We have struck "power."

10 And on Page 98, in the answer to Question 118,
11 in the second line from the bottom of that page, it read,
12 "recommendations at special facilities in the event of loss
13 of a offsite." We have changed those words to read,
14 "in the event of a loss of" strike a, "offsite."

15 And those are the end of the changes.

16 Q Do you have additions or corrections you would
17 like to make to your professional qualifications to ensure
18 that the testimony is complete and up to date, Mr. Keller?

19 A (Witness Keller) Yes. There were a number of
20 typographical errors. On Page 3 of the Professional Quali-
21 fications, the first citation under Publications, there
22 was a I omitted which has been added.

23 After the fourth publication citation, a new
24 citation has been added.

25 On Page 4 of the old evidence -- since this was
retyped it changed the pages, but there was a small "r"

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1 which was in the NUREG citation which should have been a
2 capital "R" which was changed.

3 In the sixth citation on previous Page 4, this
4 was some confusion. Two citations were combined. The
5 title is correct. The reference is incorrect. That has
6 been corrected and the new title inserted immediately after.

7 In the bottom of Page 4, the first two references
8 which were originally present did not have a reference cita-
9 tion to the Conference Number which has been added.

10 The last citation on the old Page 4 was a dupli-
11 cate of what was on the previous page; that has been deleted.

12 Another reference citation and two additional
13 papers were added at the end.

14 Q With the corrections and additions you have
15 provided us today, is the testimony, Professional Qualifi-
16 cations and attachments provided to this Board true and
17 correct to the best of your knowledge and belief?

18 A (Witness Kowieski) Yes, they are.

19 MR. GLASS: I would now move for the admission of
20 the direct testimony of Thomas E. Baldwin, Joseph H.
21 Keller, Roger B. Kowieski and Philip H. McIntire concerning
22 Pase II Emergency Planning, with their professional qualifi-
23 cations and the attachments thereto, and ask that this
24 material be bound into the record as if read.

25 JUDGE LAURENSEN: Is there any objection to that?

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1 MR. MILLER: No objection.

2 MS. MC CLESKEY: LILCO has no objection.

3 MR. ZAHNLEUTER: Mr. Glass, Mr. Baldwin started
4 out by reading several typographical changes and then he
5 apparently stopped and there were several pages in the up-
6 date that were not mentioned.

7 Are those pages that were left out typographical
8 errors?

9 MR. GLASS: I would assume that Mr. Baldwin
10 followed my instructions in that regard.

11 WITNESS BALDWIN: Yes. I read you all of the
12 pages where there was a deletion, where we had struck
13 something. I left out of there the misspellings and
14 insertions of punctuation and the pages where there was a,
15 this page is left intentionally blank.

16 MR. ZAHNLEUTER: Okay. And I have no objection
17 with the understanding that some of the testimony which is
18 contained in this package of materials deals with contentions
19 that have not heretofore been addressed by the parties, and
20 so that testimony, while I understand it may be admitted
21 into evidence, will not be cross-examined upon at this time
22 and we may return to it at a later time.

23 MR. GLASS: That is correct. That is our
24 understanding.

25 JUDGE LAURENSEN: The FEMA testimony is received

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in evidence and will be bound in the transcript.

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(Testimony follows.)

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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

In the Matter of)
)
LONG ISLAND LIGHTING COMPANY) Docket No.50-322-0L-3
) (Emergency Planning
(Shoreham Nuclear Power) Proceeding)
Station, Unit 1))

DIRECT TESTIMONY OF THOMAS E. BALDWIN,
JOSEPH H. KELLER, ROGER B. KOWIESKI
AND
PHILIP H. McINTIRE
CONCERNING PHASE II EMERGENCY PLANNING

The Federal Emergency Management Agency and the Nuclear Regulatory Commission entered into a Memorandum of Understanding (MOU) on January 14, 1980, which defines inter-agency responsibilities with respect to emergency preparedness. Included in that MOU is an agreement whereby FEMA would make findings as to whether offsite emergency response plans are adequate. Such findings are referred to as "interim" because they are provided outside the formal procedures set forth in FEMA's own regulations as contained in 44 C.F.R. 350, and they reflect the status of planning at the time of evaluation. Requests for interim findings are usually made by the NRC to FEMA to assist the NRC staff in their presentations during the licensing process.

By the terms of the MOU, FEMA is also responsible for providing "expert witnesses" to testify before the Atomic Safety Licensing Board.

On September 15, 1983, NRC requested FEMA pursuant to the terms of the MOU to review Revision I of the LILCO Transition Plan which had been submitted by the licensee applicant, the Long Island Lighting Company, to the NRC. On September 23, 1983 FEMA's Executive Deputy Director requested the Director of FEMA's Region II to initiate a full RAC review of LILCO's Transition Plan Revision 1 Revision 2 and Revision 3 were subsequently submitted to FEMA. On December 30, 1983 pursuant to the terms of the MOU for review by the RAC. The RAC review of Revision 3 was discussed and consolidated at a meeting of the RAC which was held in the FEMA Region II office on January 20, 1984. These review comments were finalized and forwarded to FEMA Headquarters on February 21, 1984. The RAC review of Revision 3 was transmitted to the NRC on March 15, 1984. A copy of the RAC review is appended to this testimony and constitutes a part thereof.

The standards used in reviewing these plans are included in the joint NRC/FEMA guidance document entitled, "Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants", NUREG 0654/FEMA REP-1, Rev.1.

The purpose of this testimony is to address the contentions relating to offsite preparedness at the Shoreham Nuclear Power Station, as admitted by Board Order of February 3, 1984.

Q.1. Please state your name and business address?

A. Thomas E. Baldwin - Argonne National Laboratory,
55 Hilton Avenue, Garden City, New York 11530

A. Joseph H. Keller - Westinghouse Idaho Nuclear Company, Inc.,
P.O. Box 4000, Idaho Falls, ID 83401

A. Royer B. Kowieski - Federal Emergency Management Agency,
26 Federal Plaza, New York, New York 10278

A. Philip H. McIntire - Federal Emergency Management Agency,
26 Federal Plaza, New York, New York 10278

Q.2. Do you have statements of professional qualifications?

A. Yes. Our statements of professional qualifications are attached to this testimony.

Q.3 When did Thomas Baldwin first become involved in emergency planning?

A. Mr. Baldwin became involved in radiological emergency planning in February, 1982 under a contract for support to the Federal Emergency Management Agency entered into by his employer.

Q.4. When did Thomas Baldwin first become involved in a review of emergency planning as it relates to the Shoreham Nuclear Power Station?

A. Mr. Baldwin became involved with the review of the Shoreham Nuclear Power Station radiological emergency response plan when he received a letter from Mr. Frank P. Petrone, Director FEMA Region II, dated October 4, 1983.

Q.5. Please describe the nature of that involvement up to the present time.

A. Mr. Baldwin was originally requested to review Revision 1 of the plan. Subsequently he received Revision 2 and 3 which was also reviewed. On January 10, 1984 he attended a meeting in Hicksville, New York during which LILCO staff explained changes made to the plan in Revision 3. He participated in the RAC meeting of January 20, 1984 to discuss and consolidate the RAC review of Revision 3.

Q.6. When did Joseph Keller first become involved in emergency planning?

A. Mr. Keller became involved in radiological emergency planning in August 1979, when a contract for support to the Federal Interagency Task Force on Offsite Emergency Instrumentation for Nuclear Incidents was entered into by his employer. He was assigned the responsibility of principal investigator on the contract.

Q.7. When did Joseph Keller first become involved in a review of emergency planning as it relates to the Shoreham Nuclear Power Station?

A. Mr. Keller became involved with the review of the Shoreham Nuclear Power Station radiological emergency response plan when he received a letter from Frank P. Petrone, Director FEMA Region II, dated October 4, 1983.

Q.8. Please describe the nature of that involvement up to the present time.

A. Mr. Keller was originally requested to review Revision 1 of the plan. Subsequently he received Revision 2 and 3 which was also reviewed. He participated in the RAC meeting of January 20, 1984 to discuss and consolidate the RAC review of Revision 3.

Q.9. When did Roger Kowieski first become involved in emergency planning?

A. Mr. Kowieski first became involved in emergency planning in 1978 as Regional Dam Safety Coordinator. In 1981, Mr. Kowieski was appointed by the Regional Director as the Chairman, Regional Assistance Committee, responsible for the REP Program. Since that time he managed the REP program and Dam Safety activities in FEMA, Region II.

Q.10. When did Roger Kowieski first become involved in emergency planning as it relates to the Shoreham Nuclear Power Station?

A. Mr. Kowieski first became involved in a discussion of the emergency planning issue in 1982, at a meeting with representatives of Suffolk County, NRC, New York State and FEMA in Hicksville, New York.

Q.11. Please describe the nature of that involvement up to the present time.

A. Since submission of the LILCO Transition Plan on October 4, 1983, Mr. Kowieski coordinated the review of this plan by Regional Assistance Committee, including Revisions 1, 2 and 3. He chaired the RAC meeting of January 20, 1984 when the RAC review of Revision 3 was discussed and a consensus reached. He then finalized the submission of the RAC review to the National Office.

Q.12. When did Philip McIntire first become involved in emergency planning?

A. In 1966 he joined the Office of Emergency Planning on Washington, D.C. This was a predecessor agency of the Federal Emergency Management Agency. In 1975 he first became involved in emergency radiological planning when the Federal Disaster Assistance Administration became a member of the Committee that preceded the Regional Advisory Committee.

Q.13. When did Philip McIntire first become involved in emergency planning as it relates to the Shoreham Nuclear Power Station?

A. Mr. McIntire first became involved in a discussion of the emergency planning issue for Shoreham in 1982, at a meeting with representatives of Suffolk County, NRC, New York State and FEMA in Hicksville, New York.

Q.14. Please describe the nature of that involvement up to the present time.

A. Since submission of the LILCO Transition Plan on October, 4, 1983, Mr. McIntire monitored the review of this plan by Regional Assistance Committee, including Revisions 1, 2 and 3. He monitored the RAC meeting of January 20, 1984 when the RAC review of Revision 3 was discussed and consolidated. He coordinated the submission of the RAC review to the FEMA National Office.

Q.15. In the course of your review of offsite emergency planning at the Shoreham Nuclear Power Station, what documents submitted by the NRC through the NRC-FEMA MOU have you and your staffs reviewed.

A. We have reviewed the LILCO Transition Plan, Revision 3, which consists of the following four volumes:

- ° Local Offsite Radiological Emergency Response Plan;
- ° Volumes I and II of the implementing procedures for the plan; and
- ° Appendix A, Evacuation Plan

Q.16. What other documents have you relied on in your review of the Revision 3 of the LILCO Transition Plan for the Shoreham Nuclear Power Station?

A. We have used NUREG-0654, FEMA-REP-1, Rev.1, Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants, published November, 1980 in preparing our review of the LILCO Transition Plan.

Q.17. Is the panel authorized to present to the Board the current FEMA evaluation of the LILCO Transition Plan, Revision 3, for the Shoreham Nuclear Power Station as it relates to offsite emergency preparedness? Does your testimony represent the current FEMA evaluation?

A. Yes.

CONTENTION 20

Q.18. 20-Does the plan contain provisions for 24 hour-a-day Emergency Broadcast System capability for people without FM radios?

A. According to officials of WALK radio station, WALK broadcasts AM from dawn or 6:00 a.m., whichever is earlier until local sunset, and broadcasts FM 24 hours-a-day. The plan does not specifically address how the emergency notification will be given to the population without FM radios when the AM station is off the air. However, it is our understanding that WALK AM can resume broadcasting in an emergency and relay stations will be equipped to record the message(s) or to broadcast simultaneously (See Procedure OPIP 3.8.2, page 3 of 3).

It should be noted that the RAC review indicated concern about the use of the term "EBS" (see Attachment 2 of RAC review, Section E.5).

CONVENTION 21

Q.19. 21-Does the Public Education portion of the plan conform to current criteria and guidance for disseminating information in languages other than English?

A. A Joint FEMA/NRC Issuance; Guidance Memorandum #20, deals with foreign language translation of public education brochures and safety messages. If 5% of the citizens of voting age in a political subdivision (counties and independent cities) are members of a single language minority, then translation of public education information in the plume exposure pathway EPZ is warranted.

A determination as to the effectiveness of the public education program for the total population, including minority language groups, could not be made during the plan review stage. The effectiveness of the public education program would be evaluated at an exercise of emergency response preparedness at SNPS.

CONTENTION 22

Q.20. 22.D-Does the EPZ identified in the LILCO Transition Plan divide any major population centers or political boundaries?

A. The plume exposure pathway EPZ divides the following villages:

- ° Port Jefferson - Zone Q
- ° Terryville - Zone K
- ° Riverhead - Zone P

However, the boundary of the plume exposure EPZ follows recognizable landmarks (e.g., roads, highways, railroads, etc.) which follow as nearly as possible the 10-mile radius of the EPZ and, therefore, conform to NUREG-0654 criteria. These landmarks are delineated on maps included in Appendix A of the plan. These landmarks should be narratively described in the text of public education materials (e.g. brochures, wall calendars with maps, telephone book inserts, etc.) to ensure that populations potentially affected by protective action recommendations understand whether they are inside the plume exposure EPZ.

CONFERENCE 24

Q.21. 24-Does NUREG-0654, FEMA-REP 1, Rev. 1; Section II A.3, require letters of agreement from all emergency response organizations to be contained in the Radiological Emergency Response Plan?

A. NUREG-0654 Section II A.3, requires each plan to contain written agreements referring to the concept of operations between Federal, State and local agencies and other support organizations having an emergency response role within the Emergency Planning Zones. A signature page format is appropriate in lieu of separate letters of agreement for organizations where response functions are covered by laws, regulations or executive orders.

Letters of agreement are required from support organizations assigned emergency response roles. In those cases where privately owned resources are an essential part of the response capability, agreements with the owners are required to assure that the appropriate resources will be made available in an emergency.

During the course of an exercise the ability to field the necessary resources, including equipment and personnel as outlined in the letters of agreement, would be tested.

Q.22. This question intentionally left blank.

Q.23. 24.E-What is the status of agreements between LILCO and school personnel, including nursery school personnel, charged with protecting children in school in the event of a radiological emergency at SNPS?

A. No letters of agreement with schools could be located in the plan. However, the plan takes the following planning factors into consideration (see Appendix A pages II-19 and 20):

Officials of public and private schools located in the Plume Exposure Emergency Planning Zone (EPZ), as well as schools located outside the EPZ but with students who live in the EPZ, have the responsibility in a radiological emergency of providing their students with the best possible protection. There are three general alternatives available to provide for the safety of the children during an emergency. The first alternative is an early dismissal, whereby all students would be returned to their homes. The second alternative is evacuation, whereby all students would be relocated to reception centers outside the 10-mile Emergency Planning Zone (EPZ). The third alternative is sheltering students at their schools until conditions are safe for the children to either return home or be relocated. The best alternative will depend on the nature of the emergency, plant conditions, weather conditions, and time of day.

In the event of an emergency, schools will be notified of any Alert or higher emergency classification by the Emergency Broadcast System and by telephone. Each public school district, parochial school, and nursery school in the EPZ will have a tone alert receiver which will automatically activate and transmit the EBS message. The EBS message will advise the schools to implement specific protective actions and may contain general information about the condition of the plant, radiological conditions, etc. In addition, each school district superintendent and individual in charge of the private schools in the EPZ will be contacted by telephone by either the Public Schools Coordinator or Private Schools Coordinator to verify that the EBS message was received and to receive requests for additional assistance.

If nursery schools are advised to evacuate the children to reception centers, LERO will provide the necessary transportation.

Q.24. 24.F-Does the LILCO Transition Plan contain letters of agreement with bus companies or other vehicle providers called for in the plan to evacuate all transit-dependent individuals, including school children? What are the implications of the current status of these letters of agreement?

A. Letters of intent from bus and ambulance suppliers are included in Appendix B for the following resources:

- ° Bus companies - approximately 1560 vehicles including buses, vans, coaches, flexetts, etc.
- ° Ambulance companies - approximately 225 vehicles including ambulances, ambuletts, etc.

However, these letters of intent do not commit the bus and ambulance companies to supply equipment to LERO in the event of a radiological emergency at the Shoreham site, because contracts have not as yet been finalized with the bus or ambulance suppliers.

The letters of intent included in Appendix B indicate that LILCO is attempting to arrive at mutually acceptable contracts to assure that these resources will be made available in the event of a radiological emergency at the Shoreham Nuclear Power Station.

Q.25. 24.G-Do the letters of intent that presently exist provide for enough ambulances to meet the needs of Hospitals, Special Facilities, Handicapped, etc., as outlined in the LILCO Transition Plan?

A. The RAC review of the LILCO Transition Plan has concentrated on assessing whether various elements of the plan comply with the Planning Standards and Evaluation Criteria set forth in NUREG-0654. An assessment of whether the number of ambulances identified in the plan (see Procedure OPIP 3.6.5, Health Care Facilities Listing) are actually available would be determined during an exercise.

Q.26. 24.I-Does the LILCO Transition Plan contain letters of agreement providing access and permission to utilize those "Transfer Points" not presently owned by LILCO?

A. While there are no letters of agreement for the use of these facilities, the RAC, in its review of the LILCO Transition Plan, did not identify the lack of written agreements with the owners of non-LILCO facilities as an area of concern that would be sufficient to find the plan inadequate in this regard (see NUREG-0654 evaluation criteria C.4).

Q.27. 24..J-Does the LILCO Transition Plan contain letters of agreement with the special facilities (Association for the Help of Retarded Children Facilities, United Cerebral Palsy Facilities, John T. Mather Memorial Hospital, St. Charles Hospital, Central Suffolk Hospital, Maryhaven Center of Hope and BOCES Learning Center) to implement evacuation procedures set forth in the Plan?

A. The Association for the Help of Retarded Children Facilities, United Cerebral Palsy Facilities, John T. Mather Memorial Hospital, St. Charles Hospital, Maryhaven Center of Hope and BOCES Learning Center are not identified in the plan as support organizations having an emergency response role within the Emergency Planning Zones. Therefore, letters of agreement from any of these facilities which do not have identified emergency response roles are not necessary.

It should be noted that only Central Suffolk Hospital has been identified as a support facility. A letter of agreement could not be located in the plan for this support response organization.

Q.28. 24.K-Does the LILCO Transition Plan contain letters of agreement with drivers, ambulance corps, or other medical personnel to be used in evacuating special facilities and the handicapped, or transporting injured persons?

A. The letters of intent from ambulance suppliers included in Appendix B of the plan specifies that manned vehicles will be provided in an emergency.

Q.29. 24.L-Does the LILCO Transition Plan contain letters of agreement which will provide services to dispatch ambulances for use during a radiological emergency?

A. See answer to Contention 24.F.

Q.30. 24.M-Does the LILCO Transition Plan contain letters of agreement with bus companies, unions, or other groups to provide drivers for implementation of early school dismissal or evacuation/relocation of school children?

A. The LERO Transportation Support Coordinator is responsible for driver support. The LILCO Transition Plan states that the utility will provide trained, licensed LILCO employees as a major source of bus drivers (Appendix A, III-36). The RAC has recommended that the plan should specify the number of drivers that have been trained and licensed to respond to a radiological emergency at SNPS.

Q.31. 24.N-Does the LILCO Transition Plan contain letters of agreement with the facilities to be used as relocation centers for school children, hospital patients, handicapped individuals or residents of special facilities?

A. An identification of which relocation centers would be utilized by each school could not be located in the plan. Suffolk County Community College, BOCES in Islip, and SUNY in Stony Brook are the primary relocation centers. Two back-up centers (SUNY - Farmingdale, St. Joseph's College - Patchogue) have been identified.

The inventory of requirements for protecting persons evacuated from special facilities is shown in Procedure OPIP 3.6.5, Attachment 2. If these persons are to be sent to relocation facilities different from the general public relocation centers, the listing of the special relocation facilities must be finalized and supported by letters of agreement.

Q.32. 24.O-What would be the impact on the LILCO Transition Plan if Suffolk County Community College would not be available as a relocation center?

A. Another relocation center or centers with facilities to accommodate the potentially evacuated population that would be estimated to arrive at the Suffolk County Community College relocation center would need to be arranged for and these arrangements would need to be supported by letters of agreement. Any replacement relocation center that is contemplated should be at least 5 miles, and preferably 10 miles, beyond the boundaries of the plume exposure pathway EPZ.

Q.33. 24.P-Does the LILCO Transition Plan contain letters of agreement with the American Red Cross to provide services at relocation centers?

A. Appendix B of the LILCO Transition Plan contains a letter from the utility confirming LILCO's discussions with the Red Cross that the agency will fulfill its usual emergency response functions, including setting up and operating relocation centers for the public. However, a signed letter confirming these arrangements is not presently included in Appendix B of the plan.

Q.34. 24.R-What agreements exist with the State of Connecticut with regard to the recommendation and implementation of protective actions for those portions of the ingestion exposure pathway EPZ located in Connecticut?

A. No formal agreements for the implementation of ingestion pathway protective actions in Connecticut could be located in the plan.

Section 3.6 (page 3.6-8) of the plan states that control of the ingestion exposure pathway EPZ will be directed by the LERO Health Services Coordinator. Section 3.4 E (page 3.4-4) provides for communications from LERO to the State of Connecticut via commercial telephone and centrex. Procedure OPIP 3.6.6 contains ingestion pathway procedures, PAGs, and agricultural resource information, including food processing plants and dairy farms in Connecticut.

Q.35. 24.S-Do letters of agreement exist in the LILCO Transition Plan to provide for the initial training, annual retraining and participation in drills and exercises for emergency workers, including those who are responsible for accident assessment, police, security and fire fighting personnel, first aid and rescue personnel, and medical personnel?

A. With respect to non-LILCO personnel including police, security, and fire fighting personnel, the participation of these personnel cannot be assured since LILCO/LERO does not have mutual aid agreements with these organizations that are supported by a letter(s) of agreement.

The RAC has recommended in its review of the LILCO Transition Plan that it should be clarified in the plan whether DOE-RAP personnel will participate in the radiological monitoring exercises. This clarification was requested since the letter of agreement between DOE and LILCO limits DOE radiological assistance to "advice and emergency action essential for the control of immediate hazards to health and safety" (i.e., in an actual emergency) - see Appendix B, page APP-B-1.

Q.36. 24.T-Does the LILCO Transition Plan contain a letter of agreement with the U.S. Coast Guard to provide for the alert and notification of individuals on the beaches and marinas within the EPZ?

A. The LILCO Transition Plan provides for notification of the U.S. Coast Guard (USCG), which provides public notification services for the general public on the waters within the Emergency Planning Zone. Additionally, the U.S. Coast Guard provides private and commercial vessel traffic control, and restricts access to affected areas in concert with LEPCO efforts. The letter of agreement in Appendix B (see page APP-B-8) assures that the U.S. Coast Guard will provide these emergency support services to LILCO if they are needed in an emergency at SNPS. However, this letter is not specific with regard to the notification of individuals on beaches and in marinas.

CONVENTION 26

Q.37. 26.A.1-Are there adequate provisions for staffing at the LILCO Customer Service Office in Hicksville and sufficient back-up personnel from Hewlett and Brentwood to ensure that the necessary emergency worker notification functions can be performed?

A. An operator is on duty in the LILCO Customer Service Office in the Hicksville Operations Center 24 hours-a-day.

LILCO Customer Service is the designated primary notification point of the LERO. As such, LILCO Customer Service is responsible for receiving initial and early follow-up notifications of an emergency from SNPS and verifying information contained in the notification messages. When the communication center in the Local EOC is activated, LILCO's responsibility for receiving the notifications will shift from Customer Service to the Local EOC Communications Center. This is expected to occur during the early stages of an Alert emergency classification. Once the Local EOC is activated by the Director of Local Response, primary responsibility for receiving all further notifications will rest with the Lead Communicator in the EOC. No discussion of the availability of back-up personnel at either the Hewlett or Brentwood facilities could be located in the plan.

Q.38. 26.A.2-Does the LILCO Transition Plan contain adequate provisions for receiving initial notification of an emergency and verifying the information received?

A. The Radiological Emergency Communications System (RECS) is the primary notification system to be used by LILCO in notifying LERO should an emergency occur at SNPS. If notification were received via the RECS line, no verification call-back would be needed. Commercial telephone is identified as the backup notification system to RECS. If notification were received in this manner, call back verification would be required. These procedures are detailed in Procedure OPIP 3.3.1, and are considered adequate to ensure that LERO will be able to receive and verify notification in the event of an emergency.

Q.39. 26.C-Is the paging equipment identified in the LILCO Transition Plan adequate to assure that key emergency response personnel will be promptly alerted and notified?

A. Although there are no specific NUREG-0654 requirements for paging systems, the LILCO Transition Plan provides for the use of these devices. The operating procedures by which emergency workers will call in to verify that they have been notified are described in the plan (see page 3.4-5). However, specifics regarding the range over which the pagers will operate, performance standards for these units, and details by which emergency workers will confirm that they have received the appropriate message could not be located in the plan.

Q.40. 26.D-Does the cascading notification scheme which depends upon commercial telephone provide reasonable assurance that a sufficient number of personnel will be promptly notified and mobilized in the event of an emergency at SNPS?

A. The provisions for alerting and activating emergency response personnel in each response organization as described in Section 3.3, pages 3.3-1-4; Figures 3.3.2, 3.3.3, and 3.3.4; and Procedure OPIP 3.3.2 are adequate.

Although the plan specifies in the text that the "procedures for notification and activation of emergency response personnel are the same as those for a site area emergency," a list of persons/groups/organizations to be notified for mobilization at general emergency is not presently included in the plan. The plan is adequate in satisfying the requirements of NUREG-0654 planning element F.1.e, provided that the notification list for persons/groups/organizations to be mobilized at general emergency is added to the plan.

Q.41. 26.E-Does the LILCO Transition Plan provide for the timely notification of non-LILCO emergency support organizations and personnel (i.e.: hospitals, relocation centers, bus companies, ambulance companies)?

A. Provision for the timely notification of non-LILCO emergency support organizations and personnel representing other organizations including hospitals, relocation centers, bus companies, and ambulance companies are adequate as described in Section 3.3, pages 3.3-1-4; Figures 3.3.2, 3.3.3 and 3.3.4; and Procedure OPIP 3.3.2 of the LILCO Transition Plan.

However, as noted in the answer to contention 26.D, a list of persons/groups/organizations to be notified for mobilization at general emergency is not presently included in the plan.

Q.42 26.E-Is there an adequate back-up notification system to non-LILCO emergency support organizations and personnel representing Brookhaven National Laboratory, the U.S. Coast Guard, and the Federal Aviation Administration?

A. The primary means of notifying non-LILCO emergency workers from Brookhaven National Laboratory, the U.S. Coast Guard, and the Federal Aviation Administration is by commercial telephone from the LILCO Emergency Operations Center in Brentwood, Long Island, New York.

The back-up means of notifying these organizations is as follows (see Figure 3.4.1, Summary of Communication Systems):

- ° Brookhaven National Laboratory (i.e., Brookhaven Area Office) dedicated telephone line from the LERO Emergency Operations Center in Brentwood, New York
- ° U.S. Coast Guard - Federal Telephone System from the LILCO Control Room at SNPS
- ° Federal Aviation Administration - Federal Telephone System from the LILCO Control Room at SNPS

These back-up means for notifying the above Federal agencies are considered adequate.

Q.43. 26.E-Does the LILCO Transition Plan limit the notification of non-LILCO emergency support organizations to the declaration of a site area or general emergency?

A. Section 3.3, pages 3.3-1-4; Figures 3.3.2, 3.3.3, and 3.3.4; and Procedure OPIP 3.3.2 of the LILCO Transition Plan establish the provisions for alerting and activating emergency response personnel in each response organization, including non-LILCO emergency support organizations at each emergency classification level. There are some non-LILCO emergency workers who are notified only at the site area or general emergency classification level.

CONTENTION 27

Q.44. 27.A and B-Does the LILCO Transition Plan specify estimated mobilization times required for emergency workers to arrive at their assigned duty stations after they have been notified to report?

A. Estimated mobilization times required for emergency workers to arrive at their assigned duty stations after they have been notified to report under either normal or adverse conditions could not be located in the plan. However, with the exception of element I.8, which requires that mobilization times are available for radiological field monitoring teams, there are no specific NUREG-0654 requirements that estimated mobilization times should be included for other emergency workers. The mobilization time for the DOE-RAP team is estimated to be approximately one (1) hour (see Attachment 2.2.1, page 1 of 17).

Q.45. 27.C,D and E-Does the LILCO Transition Plan specify estimated deployment times required for field workers to arrive at their field assignments (including receipt of dosimetry, briefing information, emergency vehicles, and communications equipment) after they have arrived at their assigned staging area or dispatch location?

A. The LILCO Transition Plan does not specify estimated deployment times required for field workers to arrive at their field assignments after they have arrived at their staging areas or dispatch locations. The inclusion of these deployment times is not specifically required by NUREG-0654, but the effective response of emergency workers to field assignments is evaluated during an exercise.

Q.46. 27.F-Can a determination be made at this time whether there are adequate provisions in the LILCO Transition Plan for the timely arrival of workers (e.g., traffic guides, bus drivers - those required to report at Site Area or General Emergency Classification levels) at their field locations?

A. The plan contains no information upon which to base a determination as to whether the arrival of emergency workers required to report to field assignments would be timely. However, it should be noted that Procedure OPIP 3.3.3 provides for the early notification and standby of many emergency workers prior to them being dispatched to their assigned field locations.

CONTENTION 28

Q.47. 28-Does the LILCO Transition Plan provide for adequate and reliable communications with Federal emergency response organizations (FEMA, U.S. Coast Guard, FAA)?

A. The LILCO Transition Plan provides for two separate communication systems as shown in Figure 3.4.1 by which LERO can contact FEMA, the U.S. Coast Guard, and the FAA.

a) Commerical telephone line from the EOC, or,

b) Federal Telephone System from the plant control room.

The existence of two separate means of communication with these Federal agencies is considered adequate.

Contention 29

Q.48. 29-what provisions are contained in the LILCO Transition Plan for the staffing and maintenance of communications equipment at the EOC, staging areas, transfer points, ambulance dispatch stations or other communication posts in an emergency?

A. The plan specifies communicators for both radio and telephone. Eight separate communicators are listed (Figure 4.1.2 (2 of 2)) in the EOC. The ambulance dispatch stations will use their normal communication network. Each Transfer Point Coordinator will be supplied with a radio (Procedure OPIP 3.6.4, page 4 of 4) as will traffic guides, road crews, and evacuation route spotters (Procedure OPIP 3.6.3, Attach 1-2-3). Communications repair capabilities during an emergency could not be located in the plan.

Q.49. 30-Are provisions contained in the LILCO Transition Plan sufficient to ensure effective communication among LILCO field emergency personnel (including security functions)? Does the plan indicate whether the radio frequencies assigned to this communications system are available to the public? Does the plan indicate how the mobile radios are powered, duration of operating time, ability to recharge and remain operative over a long period of time? Does the plan indicate the range of these radios and whether they are all on the same frequency? Are these radios, attached to vehicles or are they hand-held?

A. The LILCO Transition Plan establishes the LILCO Emergency Radio System which provides four dedicated radio frequencies for communications between the Staging Area Coordinators or the local EOC emergency response coordinators (in Brentwood, Long Island, New York) and field emergency response personnel. These radio frequencies are dedicated for the following groups (see page 3.4-3 of the plan):

- Patchogue Staging Area to Patchogue dispatched Traffic Guides and Bus Transfer Points
- Riverhead Staging Area to Riverhead-dispatched Traffic Guides and Bus Transfer Points

- ° Port Jefferson Staging Area to Port Jefferson dispatched Traffic Guide and Bus Transfer Points

- ° EOC to Road Crews, Evacuation Route Spotters, and Ambulance Dispatch Stations

The LERO frequencies are not published for public use. However, an individual with a scanner could "lock-on" and receive any transmission. From a review of the various procedures, it appears that the radios are hand-held, portable, and battery operated. The plan review did not identify operating time, range, or recharge requirements for the radios. These items are normally evaluated during an exercise.

CONVENTION 31

Q.50 31-Does the LILCO Transition Plan adequately provide for back-up communications equipment between emergency response coordinators at the EOC and field emergency response personnel?

A. There are no specific NUREG-0654 requirements for backup communications capabilities between emergency coordinators at the EOC and field emergency response personnel. However, the LILCO Transition Plan identifies four (4) radio frequencies (see page 3.4-3), each dedicated for specific groups of emergency field workers. These separate frequencies are accessed through the staging areas and the EOC. We have not been able to evaluate the multi-channel capabilities of LERO's radio equipment because the specifications of these units are not included in the plan. Therefore, the back-up communications capabilities between emergency response coordinators at the EOC and emergency workers in the field cannot be evaluated at this time.

CONVENTION 32

Q.51. 32- Would the relay of messages from response coordinators at the EOC to field personnel through the staging areas delay the implementation of emergency actions?

A. To the extent that communications between field personnel and their coordinators are shown to be effective in communications drills and/or exercises, the relay of messages, or lack of direct communication, should not delay the implementation of emergency actions.

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CONVENTION 34

Q.53 34.A,B and C--Does the plan indicate whether the emergency radio system described in the LILCO Transition Plan is compatible with the radio communications equipment that is presently utilized by the hospitals and ambulances that would be called upon to respond under provisions of the plan? Does the LILCO Transition Plan indicate whether the LILCO emergency communication system has direct access to the radio frequencies utilized by the hospitals and ambulances identified in the plan? Does the use of existing radio frequencies for communications with hospitals and ambulances specified in the LILCO Transition Plan hinder the ability to implement response by fixed and mobile medical support facilities?

A. The LILCO Transition Plan makes the following statement regarding radio communications links between LERO (i.e. the local EOC in Brentwood, Long Island, New York) and hospitals, fixed ambulance dispatch stations and mobile ambulances (see Section 3.4-C, page 3.4-3 of the plan):

Hospitals, fixed ambulance dispatch stations, and the mobile ambulances are equipped with their own radios which are used in day-to-day operations and will be coordinated through their normal channels. LERO personnel will have direct radio or telephone communication with applicable normal dispatch locations. This communications link will enable LERO personnel to alert ambulance dispatchers to the need for ambulance service as the requirement arises. The dispatchers in turn will contact the various ambulance units to satisfy LERO's needs.

It is accepted practice to rely on existing radio links that have been established between hospitals, ambulance dispatch stations, and mobile ambulances. Reliance on these existing links would be expected to facilitate, rather than hinder, the ability to carry out the plan.

The LILCO Transition Plan indicates that it is not necessary for the EOC to be in direct contact with ambulance vehicles, emergency medical services, and hospitals identified in the plan. This is because the plan specifies that LERO personnel will "alert ambulance dispatchers to the need for ambulance service as the requirement arises", and, that "the dispatchers in turn will contact the various ambulance units to satisfy LERO's needs" (see Section 3.4-C LILCO Emergency Radio System).

Communications with fixed and mobile medical support facilities are specified in the plan as follows:

	<u>Means</u>
° Ambulance dispatch stations	commercial telephone and radio
° Ambulance drivers	radio link via dispatch station
° Hospitals	commercial telephone and radio links via ambulance dispatch stations and mobile ambulance units.

With respect to radio frequencies used by field emergency response personnel, the LILCO Transition Plan states that "hospitals, fixed ambulance dispatch stations, and the mobile ambulances are equipped with their own radios which are used in day-to-day operations, and will be coordinated through their normal channels. (see Section 3.4-C, page 3.4-3). These provisions adequately meet the requirements for communications with fixed and mobile medical support facilities required by planning standard F.2 in NUREG-0654.

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CONTENTION 55

Q.58. 55-Does the LILCO Transition Plan adequately provide for the prompt notification and mobilization of key command and control personnel to ensure that the fixed siren system can be activated in a timely fashion?

A. The answer to this question is covered in the responses to contentions 26C and 26D.

CONTENTION 56

Q.59. 56-Does the LILCO Transition Plan provide an adequate back-up alert and notification system in the event of a partial or total failure of the LILCO siren system? Will this back-up system meet the 15-minute notification requirements of NUREG-0654? Does the LILCO Transition Plan establish procedures to ensure that route alert drivers will be able to notify the public if their dosimeter readings exceed specified levels?

A. The LILCO Transition Plan stipulates that "siren activation will be verified by telephone survey (to be conducted by Marketing Evaluations, Inc.). In the event of partial or total siren failure a route alerting system will be implemented in which LILCO emergency vehicles, equipped with public address units, will drive through affected the areas in the plume exposure EPZ alerting residents to listen to the local Emergency Broadcasting System (EBS) radio station (see Section 3.3-E, page 3.3-4, Notification of the Public).

In the event that route alerting becomes necessary, Procedure OPIP 3.3.4, page 4 of 7, establishes the following procedures:

5.3 Route Alerting

5.3.1. The Evacuation Coordinator will direct the Special Facilities Evacuation Coordinator to initiate route alerting.

5.3.2 The Special Facilities Evacuation Coordinator will:

- a. Obtain the listing of all non-activated sirens from the Coordinator of Public Information.
- b. Contact the appropriate Lead Traffic Guide and direct that route alert drivers be dispatched to the areas requiring warning. Inform the Lead Traffic Guide which sirens are located in the downwind zones and direct that the Route Alert Drivers be dispatched to these zones before sending drivers to the other zones.
- c. When teams have been dispatched, notify the Evacuation Coordinator.

An estimate of the amount of time required to implement and execute the route alerting backup alternative to the siren alerting system could not be located in the LILCO Transition Plan.* Therefore, it cannot be determined whether the route alerting procedures described in the plan are sufficient to satisfy that these special arrangements will assure 100% coverage within 45 minutes of the population who may not have received the initial notification within the entire plume exposure EPZ (see NUREG-0654, Appendix 3, Section B.2.C, page 3-3). Route alerting would be evaluated at an exercise or communications drill.

*According to the Letter of Agreement in Appendix B (see page APP-B-53), the telephone survey used to verify the siren activation will be completed within 90 minutes of pager notification of Marketing Evaluations, Inc.

The plan specifies that emergency workers, including route alert drivers would be trained to inform their immediate supervisor if the reading on their low-range dosimeter goes beyond 200 mr. The Director of Local Response, as advised by the Radiation Health Coordinator, is responsible for authorizing exposures in excess of the EPA general public PAGs. Therefore, route alert drivers may be requested to continue their route alert assignments if their dosimeter readings are within acceptable limits for emergency workers.

CONTENTION 57

Q.60. 57-Are there adequate provisions in the LILCO Transition Plan for notifying special facilities and other organizations equipped with tone-alert radios within the plume exposure EPZ to assure that these organizations would have sufficient time to implement recommended protective actions?

A. The LILCO Transition Plan provides for an alert system currently consisting of 89 fixed sirens mounted throughout the plume exposure EPZ. In addition to the fixed sirens,

there is a system of tone activated alert radios for warning those organizations with a large number of people such as schools, hospitals, nursing homes, handicapped facilities and major employers. Each special facility will be equipped with a Tone Activated Radio receiver, which upon activation by the EBS signal from WALK radio (97.5 FM), will automatically broadcast the emergency messages. This system will provide these special facilities with direct notification during an Alert, Site Area Emergency and General Emergency (See Section 3.3-E, page 3.3-4 of the plan).

However, there is no specific requirement in NUREG-0654 for the activation of tone-alert radios, prior to notification of the general public, to provide additional alerting or preparation time for the implementation of protective actions by special facilities. It should be noted that the plan provides for notification and early dismissal of schools at the alert emergency classification level.

The procedures for activating the tone-alert radios through WALK-FM radio is covered in Procedure OPIP 3.8.2 (see page 3 of 38).

CONTENTION 58

Q.61. 58-Are there adequate procedures in the LILCO Transition Plan to utilize telephones to verify that special facilities and individuals are aware of the need to evacuate and to ascertain their needs for assistance?

A. The LILCO Transition Plan satisfies the criteria for NJREG-0654 planning standard F, Emergency Communications, which requires 24 hour-per-day back-up means of communication with emergency response organizations (including special facilities). The plan stipulates that commercial telephones can be used as an alternate means of communication with hospitals, nursing homes, handicap facilities, and schools (see Section 3.4-E, Commercial Telephone and Centrex). As a complement to the sirens and tone-alert radios used to notify these facilities, commercial telephone is considered an acceptable means of communication for LERO to verify evacuation recommendations, and to obtain information from special facilities regarding needs for assistance they may require. With respect to mobility-impaired individuals residing at home, their special needs will be assessed based on information they provide on the survey cards, which are to be returned to LILCO. A directory of mobility-impaired persons is being compiled based on the completed survey cards. In the event of an emergency at SNPS, the LERO Home Coordinator is responsible for ensuring the evacuation of individuals who need assistance to evacuate their homes. The procedure by which the Home Coordinator verifies requests for assistance by telephone during an emergency are detailed in Procedure OPIP 3.6.5 (see Section 5.1.2.f, page 3 of 20).

With respect to separately domiciled hearing-impaired individuals, the plan makes the following provision:

In the case of the deaf population at home, a LERO representative will be dispatched to their homes to inform them of the need to take protective action. For those deaf who are also disabled, they will be sent an appropriate vehicle to assist them in their evacuation. (see Section 3.3, page 3.3-4 of the LILCO Transition Plan).

Based on its review of the plan, the RAC has considered these provisions for protecting mobility-impaired persons (including verification of their requests by telephone for assistance during an emergency) to be adequate provided that the directory of non-institutionalized mobility-impaired individuals has been completed.

CONVENTION 59

Q.62. 59-Does the LILCO Transition Plan indicate whether the Coast Guard has the capability of notifying the general public on the waterways within the 10-mile EPZ within 15 minutes of the initial notification?

A. The LILCO Transition Plan makes the following statement in Section 2.2, page 2.2-2:

United States Coast Guard

The United States Coast Guard (USCG) provides public notification services for the general public on the waters within the Emergency Planning Zone. Additionally, the U.S. Coast Guard provides private and commercial vessel traffic control and restricts access to affected areas in concert with LERO efforts.

However, the LILCO Transition Plan is not specific with regard to the U.S. Coast Guard's capability for notifying the general public on the waterways within 15 minutes of the initial notification. The Standard Guide for Evaluation of Alert and notification Systems for Nuclear Power Plants (FEMA 43/September 1983) specifies that:

The design report (describing special alerting methods) should include a description, including any assumptions made, of any analyses or calculations necessary to verify that individuals in the areas in which the special alerting method is used can be provided an alert signal within 45 minutes when the design objective is to ensure coverage of the population who may not have received the initial notification (Section E.6.4.4.1, General Acceptance Criteria for Special Alerting Methods).

The Criteria for Acceptance established in Appendix 3 of NUREG-0654, recognize that there may be special circumstances under which it may not be possible to assure that both an alert signal and an informational or instructional message can be provided to the population on an area-wide basis throughout the plume exposure EPZ, within 15 minutes. Under these conditions, the minimum acceptable design objectives for coverage by the system provide that:

- c) Special arrangements will be made to assure 100% coverage within 45 minutes of the population who may not have received the initial notification within the entire plume exposure EPZ.

The basis for any special requirements exceptions (e.g., for extended water areas with transient boats or remote hiking trails) must be documented. Assurance of continued notification capability may be verified on a statistical basis.

CONTENTION 60

Q.63. 60-Does the LILCO Transition Plan contain adequate guidelines for determining when selective sheltering will be recommended by LERO officials and what populations would be subject to these recommendations?

A. Selective sheltering options are discussed on page 3.6-5 of the LILCO Transition Plan as follows:

Selective Sheltering

This protective action may be ordered at projected doses below the accepted PAGs to minimize radioactive exposure, particularly to pregnant women and children. The Selective Sheltering option will provide this flexibility.

This protective action strategy has been adopted from the New York State Radiological Emergency Preparedness Plan (III-50,51). It would not be recommended without consultation with N.Y. State Commissioner of Health.

EPA's plume exposure PAGs, including recommended protective actions are listed in Table 3.6.1 of the LILCO Transition Plan.

CONTENTION 61

Q.64. 61.A,G,H and I-Does the sheltering available for persons who may be advised to shelter during a radiological emergency at SNPS provide adequate protection?

A. Sheltering is one of the possible protective action recommendations. The plan provides sheltering factors for various types of structures and procedures, whereby the decision-maker is to compare projected exposures to the EPA PAGs in making the decision with regard to protective action recommendations.

Q.65. 61.B-Does the LILCO Transition Plan indicate what actions individuals traveling in vehicles should take if sheltering is advised?

A. The LILCO Transition Plan provides for emergency information bulletins to be transmitted to the public using a network of Long Island radio stations similar to the Emergency Broadcast System (EBS). The draft messages that may be used for providing instructions to the public are contained in Procedure OPIP 3.8.2. Instructions that "people in the affected zones who are not at home should seek shelter inside buildings," are contained in the following draft messages:

- Site Area Emergency (Sheltering)
- General Emergency (Sheltering)
- General Emergency (Sheltering and Evacuation)

Q.66. 61.C.1-Does the LILCO Transition Plan contain adequate provisions to indicate that the necessary preplanning for the sheltering of school children, including consideration of sheltering capacities and shielding capabilities of school buildings, is satisfactorily addressed?

A. The plan establishes that tone-activated radio receivers will be provided to special facilities, including schools. These tone-alert radios will receive EBS messages which, as appropriate, would carry the following instructions:

All schools within the plume exposure emergency planning zone are advised to shelter, that is, to keep children indoors with outside ventilation sources closed off.

Parents should not drive to school to meet their children, since the children are protected in school.

Commercial telephone is used to complement the tone-alert radio system, and to verify information transmitted via EBS.

The draft EBS messages contained in Procedure OPIP 3.8.2 contain the following information pertaining to the procedures for sheltering:

Sheltering is to remain indoors with all windows and doors closed. Air conditioners/heaters should be turned off, fires should be extinguished, and fireplace dampers closed. The people who should shelter are in planning zones...

These procedures will enable schools to shelter their students.

The LILCO Transition Plan indicates in Appendix A (see page II-20) that preplanning for the sheltering of school children has been considered under the following conditions:

- When schools within the plume exposure EPZ are in session, the schools will be advised to take the same protective actions as those advised for the general public.
- If some combination of sheltering and no action is recommended for the general public, the schools would be advised to shelter.
- If schools are in the process of opening, they will be advised to implement sheltering or evacuation.

The plan does not specify sheltering capacities and/or shielding capabilities for school buildings. Although there are no specific requirements for these guidelines to be included in off-site radiological emergency preparedness plans, within the definition of sheltering given in the plan, it is projected that the schools would be sufficient to accommodate the sheltering of their students in the event of a radiological emergency.

With respect to children on their way home due to early dismissal, see the answer to Contention 69C.

Q.67. 61.D and E-Are there adequate provisions contained in the LILCO Transition Plan for providing sheltering to transients on beaches, on boats, in parks, or in other outdoor recreational areas?

A. The draft EBS messages that may be used for providing instructions to the public are contained in Procedure OPIP 3.8.2. Instructions that "people in the affected zones who are not at home should seek shelter inside buildings" are contained in the following draft messages:

- Site Area Emergency (sheltering)
- General Emergency (sheltering)
- General Emergency (sheltering and evacuation)

The Plan does not specify the availability of buildings, their sheltering capacities and/or shielding capabilities, that could be used by people who are not at home, including those on beaches, on boats, in parks or in other outdoor recreational areas. However, it should be noted that there are no specific requirements in NUREG-0654 with regard to sheltering for transients on beaches, in parks, on boats and/or in other recreational areas.

Q.68. 63-Does the LILCO Transition Plan contain adequate guidelines for determining when selective evacuation will be recommended by LERO officials, and what populations (i.e. those with low tolerance for radiation) would be subject to these recommendations?

A. Selective evacuation options are discussed on page 3.6.6 of the LILCO Transition Plan as follows:

Selective Evacuation

Selective Evacuation may be implemented to evacuate from the affected area of the plume exposure EPZ members of the general public who might have a low tolerance to radiation exposure. Specifically, this would include pregnant women and children 12 years and under.

This protective action strategy has been adopted from the New York State Radiological Emergency Preparedness Plan (III-53,54). It may be implemented for projected dose levels of 1 to 5 rems whole body or 5 to 25 rems to the thyroid, but not without consultation with the N.Y. State Commissioner of Health.

EPA's plume exposure PAGs, including recommended protective actions are listed in Table 3.6.1 of the LILCO Transition Plan.

CONTENTION 64

Q.69. 64-Does the LILCO Transition Plan contain adequate provisions for considering wind shifts during evacuation?

A. Yes, the plan contains adequate provisions for considering wind shifts during an evacuation. A protective action recommendation, in this case an evacuation, is preceded by assessment and dose projection. Forecasted meteorological conditions are considered in the initial step of developing any protective action recommendations.

The procedures include a precaution to consider meteorological conditions, and to review and recalculate dose projections and resulting protective action recommendations if changes occur. The only means of evaluating the effectiveness of procedure implementation would be an exercise.

CONTENTION 66

Q.70. 66.A-Does the LILCO Transition Plan identify an adequate number of tow trucks to deal with potential impediments to evacuation?

A. According to the inventory located in Procedure OPIP 3.6.3 (see page 46-A of 46), twelve (12) tow trucks are available for removing disabled vehicles from evacuation routes. Based on its review of the LILCO Transition Plan, the RAC has determined that provisions for the removal of cars by tow trucks is adequate. It should be noted that there are no specific guidelines in NUREG-0654 for determining whether the number of tow trucks identified in a radiological emergency preparedness plan would be adequate to remove disabled cars in the event of an emergency.

Q.71. 66.B-What provisions are contained in the LILCO Transition Plan for the timely dispatch of tow trucks or other heavy equipment to the site of an obstruction?

A. The LILCO Transition Plan makes the following provisions for dealing with potential impediments to evacuation:

- Disabled vehicles

At the direction of the Traffic Control Coordinator, traffic control posts will be established, and potential impediments to evacuation will be removed through the use of tow trucks or other heavy equipment (see Section 3.6, page 3.6-6 of the LILCO Transition Plan).

Q.72. 66.C-Does the LILCO Transition Plan make any provision for the evacuation of persons whose automobiles become disabled enroute?

A. Section 3.6 (see page 3.6-6) of the LILCO Transition Plan makes the following provision:

Those persons without a means to evacuate will be transported by buses that will follow the pre-established routes identified in the public information brochure. The Transportation Support Coordinator will coordinate bus operations and ensure an adequate supply of buses and drivers, refer to Bus Route Procedure 3.6.4.

Procedure OPIP 3.6.4 (see page 6 of 42) stipulates that it is the responsibility of the Transfer Point Coordinator to monitor the progress of the evacuation, and dispatch buses until all evacuees are picked up.

Q.73. 66.D-Are there adequate assurances in the LILCO Transition Plan that snow removal will be undertaken by the local organizations in the event of a radiological emergency an SNPS?

A. According to page 2.2-4 of the plan, it is anticipated that snow removal will be provided by local organizations in their normal fashion during an emergency. During severe snow or an ice storm, the plan recommends selective or general sheltering until the hazard is mitigated. Based on

its review of the plan, the RAC has suggested that pre-emergency planning for snow removal on the evacuation routes be further developed to include administrative procedures, SOPs, etc. These procedures have been recommended to insure that the snow removal strategy would coincide with any evacuation scheme that might be chosen.

It should also be noted that no letters of agreement with local snow removal organizations could be located in the LILCO Transition Plan.

Q.74. 66.F-What provisions are contained in the LILCO Transition Plan for dispensing gasoline during an evacuation, and how may these provisions impact an evacuation?

A. The Road Crew Procedure contained in Procedure OPIP 3.6.3 provides that vehicles requiring fuel will be provided with three (3) gallons of gasoline from fuel trucks at assigned locations.

Q.75. 67.A 1,2 and 3-Does the LILCO Transition Plan adequately provide for transportation for the transit-dependent general population?
Specifically, are there a sufficient number of buses available?

A. As indicated in the answer to Contention 24F, the LILCO Transition Plan identifies approximately 1560 buses (including buses, vans, coaches, flexetts, etc.) for use in evacuating the transit-dependent general population. However, the letters of intent with the bus companies designated to supply these vehicles have not as yet been finalized. Therefore, it cannot be determined at this time whether the 333 forty-passenger buses that have been estimated as required in Appendix A (see page IV-74b) to evacuate the transit-dependent general population would actually be available for use by LERO.

Q.76 67.C-Will the use of Transfer Points, as outlined in the LILCO Transition Plan, and/or the possible use of mutiple bus runs impact the timely evacuation of the transit-dependent general population from the plume exposure EPZ?

A. Guidelines for the preparation of Evacuation Time Estimates within the Plume Exposure Pathway Emergency Planning Zone are contained in Appendix 4 of NUREG-0654. To the extent that the evacuation time estimates

contained in Appendix A of the plan have been assessed during the RAC review of the plan, these estimates meet the NUREG-0654 standards (see consolidated RAC review of the LILCO Transition Plan, dated February 10, 1984, appended to this testimony). Any further assessment of the effect of "Transfer Points" and/or multiple bus runs on the evacuation time estimates, that are contained in the plan would require technical evaluation of the methodology and/or assumptions used to develop these estimates.

Q.77 67.D-Are there adequate provisions in the LILCO Transition Plan to ensure that transit-dependent evacuees at the Transfer Points will be adequately protected while awaiting transportation to the relocation centers?

A. The LILCO Transition Plan does not contain specific procedures detailing how transit-dependent evacuees would be protected if they must await the arrival of transportation vehicles at the Transfer Points designated in the plan. It should be noted, however, that in its review of the plan, the RAC noted that there are no specific provisions detailing how protective action recommendations would be developed in the absence of an actual release (see RAC review comments for element I.8 and J.10.m). Therefore, it has been recommended that the plan should specify that protective actions such as sheltering, and especially evacuation could be implemented prior to significant releases based on a technical assessment of plant conditions.

CONVENTION 68

Q.78. 68-Does the LILCO Transition Plan specify under what circumstances an early dismissal of schools is implemented? Are there adequate provisions for the protection of school children, if different protective actions are recommended for the general population?

A. Appendix A of the LILCO Transition Plan makes the following provision for early dismissal of schools in the event of a radiological emergency at the Shoreham Nuclear Power Station:

In the event of an emergency, schools will be notified of any Alert or higher emergency classification by the Emergency Broadcast System and by telephone. Each public school district, parochial school, and nursery school in the EPZ will have a tone alert receiver which will automatically activate and transmit the EBS message. The EBS message will advise the schools to implement specific protective actions and may contain general information about the condition of the plant, radiological conditions, etc. In addition, each school district superintendent and individual in charge of the private schools in the EPZ will be contacted by telephone by either the Public Schools Coordinator or Private Schools Coordinator to verify that the EBS message was received, and to receive requests for additional assistance.

Upon an initial declaration of an Alert or a Site Area Emergency where no protective action is recommended for the general public, school officials will be advised to implement their early dismissal plans if schools are in session. Students would return home as expeditiously as possible by their customary mode of transportation. If one of these declarations occurs when schools are in the process of opening, school officials will be advised to have arriving buses return their students to their homes, and to have students who do not normally use buses to return home in their usual manner. If school is not in session and an Alert or higher emergency classification is declared, school officials will be advised to cancel classes for all schools in the EPZ until the emergency is terminated.

If schools within the EPZ are still in session when a protective action is recommended for the general public in any area of the EPZ, the schools will be advised to take the same protective action. That is, if some combination of sheltering and no action is recommended for the general public, then the schools would be advised to shelter and put their buses on standby. If some combination of sheltering and evacuation is recommended for the general public, then the schools would be advised to evacuate to pre-designated reception centers. If schools are in the process of opening, then they will be advised to implement sheltering or evacuation, as appropriate, when their students arrive.

Those schools outside the EPZ which have students living in the EPZ will retain those students at the school when the school day ends, if any protective actions are recommended for the general public in any area of the EPZ (See Appendix A, Section II, page II-20 of the LILCO Transition Plan).

We consider that the plan contains adequate provisions for protecting school children, provided that the plan is revised to ensure that the implementation of protective actions takes into account an assessment of plant conditions prior to actual releases.

CONTENTION 69

Q.79. 69.B-Does the LILCO Transition Plan discuss the details of the early dismissal plans for schools or school districts within the plume exposure EPZ?

A. Provisions for the early dismissal of schools within the plume exposure EPZ specified in the answer to contention 68 are considered adequate, provided that the plan is revised to ensure that the implementation of protective actions takes into account an assessment of plant conditions prior to actual releases.

Q.80 69.C.1 & 2-Does the LILCO Transition Plan provide sufficient time to allow school children to arrive home, so that they are under the care of their parents, in the event of implementation of an early dismissal?

A. The LILCO Transition Plan does not specify the amount of time required for school children to arrive home if schools are dismissed early. However, there are no specific NUREG-0654 standards for returning children home in the event that an early dismissal of schools is initiated. There are no provisions detailing how protective action decisions would be developed in the absence of an actual release (see RAC review comments for element I.8 and J.10.a). Therefore, the RAC has recommended that the plan should specify that the early dismissal of schools could be implemented prior to actual releases.

Q.81 69.D-Does the LILCO Transition Plan address the care of children being dismissed from school pursuant to early dismissal, and returning to an empty house without adult supervision?

A. Considerations pursuant to the care of children returning to an empty house as a result of early school dismissal could not be found in the plan, nor is this specifically required by NUREG-0654.

Q.82. 69.E-Does the LIICO Transition Plan contain any procedures that address the situation wherein the emergency escalates after early dismissal procedures have been initiated, but before the children have been returned to their homes?

A. The answer to this question is the same as that given for Contentions 69.C.1 & 2.

CONFERENCE 70

Q.83 70-Does the LILCO Transition Plan identify relocation centers for the schools within the plume exposure EPZ, and does it contain procedures for reuniting children with their families at these centers?

A. Appendix A of the LILCO Transition Plan provides that "if some combination of sheltering and evacuation is recommended for the general public, then the schools would be advised to evacuate to pre-designated reception centers." A list of educational facilities that may be affected within the plume exposure EPZ is contained on pages II-10 and 10a of Appendix A of the plan.

Suffolk County Community College, BOCES in Islip, and SUNY in Stony Brook are the primary relocation centers. Two back-up centers (SUNY - Farmingdale, St. Joseph's College - Patchogue) have been identified. However, an identification of which schools are pre-designated for which reception centers and procedures for reuniting children with their families at these centers could not be located in the plan. Furthermore, the plan establishes procedures for the early dismissal of schools and returning school children home to be reunited with their families at the alert emergency classification level. However, procedures for reuniting children with their families at relocation centers in the event that schools and the general population would be evacuated simultaneously could not be located in the plan.

CONTENTION 71

Q.84. 71.A.1-Does the LILCO Transition Plan indicate where the buses would be located and their accessibility to LILCO employees, if necessary, during a radiological emergency?

A. The plan designates the locations of the various bus companies which have provided letters of intent to supply buses to LERO. However, the plan does not assign LERO drivers to any specific bus company. The plan does provide, in Procedure OPIP 3.6.4, page 2 that the bus coordinator would assign the drivers to specific bus companies depending upon which sections of the plume exposure EPZ are to be evacuated. Based on the plan review conducted by the RAC, it is not possible to determine at this time the accessibility of buses to LILCO drivers. The issue of bus accessibility would be assessed during an exercise based on interviews with selected bus companies.

Q.85. 71.A.2-Does the LILCO Transition Plan contain provisions for the supervision of children at schools, in buses and at relocation centers?

A. The LILCO Transition Plan makes the following provision in Procedure OPIP 3.6.5, Section 5.3 - Evacuation of schools:

NOTE

OFFICIALS OF PUBLIC AND PRIVATE SCHOOLS LOCATED IN THE 10-MILE EMERGENCY PLANNING ZONE (EPZ) HAVE THE RESPONSIBILITY IN A RADIOLOGICAL EMERGENCY TO PROVIDE THEIR STUDENTS WITH THE BEST POSSIBLE PROTECTION AND ARRANGE FOR THEM TO BE SAFELY REUNITED WITH THEIR FAMILIES AT THE EARLIEST OPPORTUNITY. THE LERO DIRECTOR OF LOCAL RESPONSE WILL PROVIDE GUIDANCE AND INSTRUCTIONS TO ACCOMPLISH THESE PURPOSES (BASED ON PREPLANNING BY SCHOOL OFFICIALS FOR THEIR OWN FACILITIES).

Q.86. 71.B-1-Does the LILCO Transition Plan contain information regarding the amount of time necessary to evacuate children in nursery schools and other school populations within the plume exposure EPZ to relocation center facilities?

A. The LILCO Transition Plan is predicated on the assumption that there will be an early dismissal of schools at the alert emergency classification level and, therefore, the evacuation time estimates for the general population shown in the plan include school children. This issue is addressed in Appendix A of the plan (see page V-1) which makes the following stipulation:

Whether or not school is in session at the onset of an accident should not significantly influence evacuation travel times. Specifically, school being in session could serve to extend the trip generation time somewhat.*

(footnote) * Children are assumed to be released from school to the home concurrently with the commuter trips from work to home. The departure of the family from home to initiate the evacuation trip is, in general, delayed due to school being in session, only if the children return home later than the commuter.

2.87. 71.8.2--Does the LILCO Transition Plan rely on multiple bus runs, more than one trip by each bus, in order to evacuate all school children, and is the number of these multiple bus runs sufficient to transport all school children out of the plume exposure EPZ in a timely fashion?

A. The LILCO Transition Plan stipulates in Section 3.6 (see pages 3.6-6 and 7) that the Bus Coordinator will coordinate bus operations. Procedure OPIP 3.6.5 contains provisions whereby the Bus Coordinator, the Public School Coordinator, and the Private School Coordinator will coordinate the use of buses should it be necessary to evacuate school children. No specific reference to the need for "multiple bus runs" to evacuate all school children could be located in the plan.

Q.88. 72.A-Does the LILCO Transition Plan indicate how long it will take to evacuate the various special facilities in the EPZ?

A. Yes, the LILCO Transition Plan provides evacuation time estimates for special facilities within the plume exposure pathway in Table XV of Appendix A (see page V-8). These evacuation time estimates take into consideration the following circumstances:

- ° Normal conditions
- ° Adverse conditions - Summer
- ° Adverse conditions - Winter

Q.89. 72.C-Does the LILCO Transition Plan identify any relocation or reception centers for persons evacuated from special facilities other than those for United Cerebral Palsey of Greater Suffolk, Inc.?

A. An inventory of individuals in the special facilities who may require evacuation to relocation centers and the transportation resources which are available are shown in Procedure OPIP 3.6.5, Attachment 2. However, the relocation centers to which these persons would be evacuated had not been arranged at the time of the RAC review of the LILCO Transition Plan.

Q.90. 72.D-Does the LILCO Transition Plan indicate when, and under what circumstances John T. Mather Memorial, St. Charles Hospital, and Central Suffolk Hospital would be evacuated in the event of a radiological emergency at SNPS?

A. The plan does not intend that evacuation would be recommended for these hospitals. As stated in Procedure OPIP 3.6.5, page 1, sheltering will be the primary protective action recommendation for John T. Mather, St. Charles, and Central Suffolk Hospitals. The following section is taken from the above referenced page.

NOTE

SHELTERING WILL BE THE PRIMARY PROTECTIVE ACTION RECOMMENDATION FOR MATHER, ST. CHARLES, AND CENTRAL SUFFOLK HOSPITAL DUE TO THEIR DISTANCE FROM SNPS AND THE SHIELDING AFFORDED BY THEIR STRUCTURES. IF AN EVACUATION IS DESIRED BY THEIR ADMINISTRATORS FOR ALL OR PART OF THEIR PATIENT POPULATION, ARRANGEMENTS WILL BE MADE USING AVAILABLE RESOURCES.

Q.91. 72.E-Does the LILCO Transition Plan provide adequate means for protecting patients in hospitals in the event that evacuation of the plume exposure EPZ is recommended?

A. As stated in the answer to contention 72D, the primary protective action recommendation for the hospitals is in-place sheltering. Due to the fact that the hospitals in question are near the boundary of the EPZ, this decision was evaluated as being adequate (see RAC review at J.10.d). Since the evacuation of hospital patients is planned as a secondary protective action recommendation, the use of resources on an as-available basis is considered adequate.

Q.92. 73.A.1-Is the preregistration system outlined in the LILCO Transition Plan to identify handicapped individuals residing at home sufficient to identify those individuals needing special assistance?

A. The plan has procedures for a directory of non-institutionalized mobility-impaired persons to be compiled based on completed survey cards of special needs of the handicapped that will be returned to LILCO. These cards are contained in the public information brochure. The plan is adequate in addressing this planning criteria, provided that the directory of non-institutionalized mobility-impaired individuals is completed.

Q.93. 73.A.2 and 3-Does the LILCO Transition Plan make provisions for verifying the list which will be compiled from the returned postcards used in the pre-registration system of the handicapped and for updating that information on a regular basis?

A. According to the plan, the public information brochure will be distributed annually. We are not aware of any provision for verifying the list and information needs for special assistance to be compiled from the mail-in cards.

Q.94. 73.B.1-Are there adequate provisions in the LILCO Transition Plan for notifying non-deaf handicapped individuals?

A. The provisions for notification of the non-deaf non-institutionalized handicapped is considered adequate. If special problems exist such that the handicapped are unable to communicate by telephone, these cases should be identified on the preregistration cards which are to be distributed with the public information brochure. Again, the plan is considered adequate provided that the directory of non-institutionalized mobility-impaired individuals is completed.

Q.95. 73.B-3-Does the LILCO Transition Plan identify sufficient personnel to assure that disabled individuals will be notified promptly to permit their timely evacuation to reception centers?

A. The plan does not specify the number of personnel to be assigned. However, until the listing of the needs has been compiled from the preregistration cards, there is no way of ascertaining how many handicapped individuals will need assistance.

Q.96. 73.B.4-Does the LILCO Transition Plan identify the estimated evacuation times for non-institutionalized handicapped individuals?

A. Appendix A of the LILCO Transition Plan states that "the study to obtain evacuation time does not explicitly consider the provision of bus service, ambulances or other specialized vehicles" (see page V-2).

Q.97. 73.B-5-Does the LILCO Transition Plan indicate the number of route alert drivers that would be assigned to notify and evacuate the deaf?

A. The plan does not specify the number of drivers to be assigned to notify and evacuate the deaf. However, until a list of the handicapped and their needs has been compiled from the preregistration cards, there is no way of ascertaining how many deaf individuals will need assistance. Therefore, the number of drivers that may be needed cannot be determined at this time.

CONTENTION 74

Q.98. 74-Does the location of the relocation centers identified in the LILCO Transition Plan comply with the requirements of planning standard J.10.h of NUREG-0654?

A. The RAC evaluation of the plan found criteria element J.10.h to be inadequate. Of the three primary relocation centers identified, only the BOCES in Islip was found to be further than 5 miles beyond the EPZ boundary (see RAC review at J.10.h).

Q.99 75-Does the LILCO Transition Plan contain information as to the number of individuals expected to utilize the relocation centers? Does the plan indicate that sufficient facilities (e.g, toilets, showers, food preparation facilities, drinking water, and sleeping accommodations) are available in the relocation centers?

A. Estimates of the total evacuee population expected to arrive at the relocation centers are contained on the evacuation route descriptions in Appendix A of the LILCO Transition Plan (see pages IV-75 through IV-163). However, relocation center assignments for the population expected to evacuate the plume exposure EPZ by their own means could not be located in the plan.

According to Appendix A of the LILCO Transition Plan, it has been estimated that 9% of the seasonal population will require housing at a relocation center (see pages III 38 and 39). Furthermore, the following criteria were used in selecting the relocation centers and linking evacuation zones to these facilities:

- ° Adequate distance from the EPZ boundary
- ° Reasonable highway access
- ° On-site security
- ° On-site power generation capability

- ° Adequate parking

- ° Adequate sanitary facilities

- ° Adequate cafeteria facilities

An assessment of the number of individuals estimated to use the various relocation centers and an analysis of the accommodations and facilities at these centers was not undertaken as part of the RAC review. Criteria elements J.10.h and J.12 of NUREG-0654 consider only the distance of the relocation centers from the plume exposure EPZ and the adequacy of equipment, personnel and procedures for monitoring and registering evacuees. Based on these considerations, the relocation centers identified in the LILCO Transition Plan are considered inadequate to meet the requirements of NUREG-0654.

CONTENTION 77

Q.100. 77-Is the equipment used by LILCO, to measure thyroid contamination at relocation centers (RM 14 with HP270 probe) capable of differentiating actual readings from background readings?

A. Yes, the equipment used to measure thyroid contamination is adequate, if the actual reading is sufficiently above the background reading. The plan in Procedure OPIP 3.9.2 calls for maintaining background in the decontamination facility/relocation center at levels less than 50 CPM. The 50 CPM level is for "open window" readings (beta plus gamma), while the thyroid scan procedure action level trigger-point is 150 CPM above background "closed window" (gamma only). The gamma only background would be less than the 50 CPM if the beta plus gamma readings are 50 CPM or less. The instruments described are capable of detecting activity which would be greater than three times background. An exercise would be necessary to evaluate whether proper actions are taken if background exceeds the 50 CPM level.

8

CONVENTION 81

Q.101. 81.A-Does the LILCO Transition Plan provide adequate procedures for the disposition of contaminated lactating dairy animals or the treatment of uncontaminated lactating dairy animals? Do those procedures assure that the milk or meat products of these animals will be kept from public consumption?

A. The LILCO Transition Plan has adopted the U.S. Food and Drug Administration PAGs which contains both preventative and emergency PAGs. The plan in Procedure OPIP 3.6.6 contains instructions to be transmitted to the food chain establishments, if projected or measured contamination levels exceed the response levels equivalent to the preventative or emergency PAGs.

Q.102. 81.B-Does the LILCO Transition Plan contain adequate provisions for determining acceptable decay period(s) for short-lived radioisotopes and for dealing with long-lived isotopes which could pose a serious health consequence to the public through the contamination of food? Does the plan identify the procedures that would be used to determine how the withholding of contaminated milk would be achieved; how the prolonged storage and special pasteurization of milk would be achieved; how the diversion of production of fluid milk would be achieved; or how the introduction of milk supplies into commerce would be prevented?

A. The LILCO Transition Plan uses the methodology established by the U.S. Food and Drug Administration for dealing with contaminated food stuffs. The decay period for short-lived radioisotopes is handled by standard methods which involve the half life of the nuclide, the initial contamination level, and the response level for a particular protective action. Food stuffs contaminated by long-lived radioisotopes are dealt with solely by considering the response level for a particular protective action. The methods which allow for decay of short-lived radionuclides consists of prolonged storage after pasteurization of milk or diversion of fluid milk to other products which will not reach the public until after an appropriate decay period. These methods cannot be implemented if storage or product diversion capability do not currently exist. The Radiological Health Coordinator is responsible for contacting the food chain establishments and informing them of the protective action recommendations. The public is to be informed by the Coordinator of Public Information of protective action recommendations. In addition, the U.S. Food and Drug Administration has the authority to condemn contaminated food stuffs having the potential for or intended for interstate commerce.

Q.103. 81.C-Does the LILCO Transition Plan contain procedures for disposing of the wash water or milling residue removed from contaminated foods and does the plan contain procedures for identifying the source(s) of farm produce, including those informally sold at local farm stands?

A. Procedures for disposing of wash water or milling residues removed from contaminated foods could not be located in the plan. However, if sufficient contamination were to be released so that these protective actions would be warranted, there would be a large area of contamination

and any problem with these residues would be minor. Procedure OPIP 3.6.6 contains a listing of agricultural farms and processing plants within the EPZ. However, it cannot be ascertained if all local farm stands are included.

Q.104 81.D-Does the LILCO Transition Plan contain maps showing key land use data, watersheds, water supply intakes, and water treatment plants? Does the plan indicate how potentially contaminated water supply wells would be identified and isolated? Does the plan indicate from where alternative water supplies would be acquired?

A. As stated above in the answer to contention 81C, the plan contains lists of farms and food processing plants within the ingestion pathway EPZ. There are, however, no maps referenced for recording survey and monitoring data, key land use data, dairies, food processing plants, watersheds, etc. If LILCO has access to State maps, this should be referenced in the plan. There are also no lists of food processing facilities located outside the 50-mile EPZ which process food originating within the 50-mile EPZ. The plan states that potable water should not be consumed before the source has been checked and approved for use. According to the plan, water from closed tanks and covered wells, which is not contaminated, could be consumed. The Health Services Coordinator would make arrangements for alternate emergency water supplies.

Q.105. 81.E-Does the LILCO Transition Plan indicate how the diet of residents and transients is to be restricted, how contamination of food products would be implemented, and how exports of agricultural products and ducks from Suffolk County would be controlled from being distributed to other parts of the county?

A. According to the LILCO Transition Plan in Procedure OPIP 3.6.6, Section 5.C, once the decision would be made to curtail the consumption of food or water, the Director of Local Response would approve procurement of necessary supplies. The Logistics Support Coordinator will obtain these supplies through Material Purchasing and the Support Services Coordinator would arrange for local distribution. The plan states on page 1 of Procedure OPIP 3.6.6., that LILCO will compensate for food which is not salvageable. The plan also states (see Procedure OPIP 3.6.6, Sect. 5.1.3.6) that the Director of Local Response will contact the States of New York and Connecticut with the LERO ingestion pathway protective action recommendations. If the States are willing to implement their own plans for the ingestion pathway, no further LERO actions are necessary. However, if the States are unwilling to implement their plans, LERO has procedures to contact the affected facilities (OPIP 3.6.6 Sect. 5.4).

Q.106. 81.F-Does the LILCO Transition Plan indicate the resources (i.e., personnel, facilities and equipment, including communications equipment) that would be made available to implement protective actions within the ingestion pathway EPZ?

A. The implementation of ingestion pathway protective actions is to be primarily carried out by food chain establishments. Therefore, specific resources for the implementation of these protective actions are not shown in the plan. The procedures to notify these establishments of what protective actions to take are given in Section 5.4 of Procedure OPIP 3.6.6

Q.107. 85-Does the LILCO Transition Plan contain acceptable plans for recovery and reentry?

A. The RAC review of the plan found NUREG-0654 element M.3 to be adequate, but elements M.1 and M.4 to be inadequate. Criteria element M.1 was found inadequate because the procedure referenced (Procedure OPIP 3.10.1) is based upon incomplete considerations. For example, a partial or total evacuation of the plume exposure EPZ would have to be implemented prior to convening the Recovery Action Committee. This provision is considered inadequate since recovery actions may be required if only sheltering had been recommended. With regard to criteria element M.4, the plan does not contain a method for periodically estimating total population exposure. The plan does provide, however, that an organization will be established for this purpose (see page 3.10.2 of the plan).

CONFIDENTIAL 88

Q.108. 88-Does the LILCO Transition Plan contain a method for converting acceptable surface contamination levels from units of disintegrations per minute to radiation doses (e.g., persons-rem) so that reentry decisions can be made, and does the plan indicate how the cost benefit analysis for temporary reentry (\$1 000/person-rem) will be applied?

A. The conversions for disintegrations per minute to radiation doses are not needed. The plan uses the criteria in Regulatory Guide 1.86, which the NRC uses to return licensed facilities to unrestricted use. The Health Services Coordinator will consider requests for temporary reentry based on the known exposure rates from surveys and the cost-benefit analysis (see Procedure OPIP 3.10.1, Section 5.5.1).

Q.109. 92-Does the New York State Radiological Emergency Preparedness Plan discuss the SNPS site in sufficient detail to assure coordination between the LERO and LILCO emergency response and a potential response by the State of New York or Suffolk County?

A. The lack of assurance of coordination between LERO and a potential response by New York State or Suffolk County has been identified as an area of concern by the RAC in its review of the LILCO Transition Plan. The plan does, however, contain provisions (see page 3.1-1) for the LERO Director of Local Response to work with Suffolk County representatives if they should choose to participate. The States of New York and Connecticut are also included in the plan (OPIP 3.6.6) in connection with implementation of protective action recommendations in the ingestion pathway EPZ.

CONTENTION 93

Q.110. 93.A-Does the LILCO Transition Plan indicate whether the EOC has a back-up power supply or alternative facility that would enable the EOC functions to be continued if offsite power is lost?

A. A gas generator is included in the list of major equipment at the local EOC in Brentwood, Long Island, New York (see page 4.1-4 of the plan).

Q.111. 93.B-Does the LILCO Transition Plan indicate whether back-up power is available at staging areas, bus transfer points, receiving hospitals, or relocation centers? Does the Plan indicate whether these facilities would be able to function if there was a loss of offsite power?

A. The availability of back-up power at staging areas, bus transfer points, hospitals, or relocation centers could not be located in the plan. However, the plan states that on-site power generation capability was one of the criteria used in the selection of relocation centers (see answer to contention 75).

CONTENTION 94

Q.112. 94.A-Does the plan indicate whether back-up power is available at the LILCO Customer Service Office to assure the notification of LERO in the event of an offsite power failure?

A. The availability of back-up power at the LILCO Customer Service Office (in Hicksville, Long Island, New York) could not be located in the LILCO Transition Plan. According to provisions in the plan, the RECS line in the LILCO Customer Service Office is monitored 24 hours-per-day. The LERO officer at the Customer Service Office is responsible for activating the paging system which notifies key emergency response personnel that an actual incident has occurred. Page 3.4-5 of the plan states that the paging systems can be accessed by any telephone, including telephones at the following locations:

- ° LILCO Customer Service Office, Hicksville
- ° Local EOC, Brentwood

Q.113. 94.B-Does the LILCO Transition Plan indicate whether the EOC has back-up power to assure that LERO would be able to notify emergency personnel in the field if offsite power is lost?

A. As stated in the answer to contention 93A, the EOC has a back-up generator and would be able to continue notification of personnel in the field in the event of an offsite power failure.

Q.114. 95.A-Does the LILCO Transition Plan indicate whether the siren system has a source of back-up power that would enable them to be operated in the event of an offsite power failure?

A. LILCO has contracted with Marketing Evaluations, Inc. to verify that each siren has activated. Information regarding whether the siren system has back-up power could not be located in the plan. The plan makes adequate provision for route alerting, in the event of partial or total siren failure (see page 3.3-4 of the plan).

Q.115. 95D-Does the LILCO Transition Plan indicate whether the tone-alert radios will have back-up power (including batteries) that would enable them to operate in the event of an offsite power failure?

A. The plan provides for daily testing of the tone-alert radio system. This testing program should be sufficient to insure reliable operation of each radio assuming that these units are not solely dependent upon electrical power. Specific reference as to whether the tone-alert radios will be battery operated or have backup electrical power could not be located in the plan.

Q.116. 95E-Does the LILCO Transition Plan indicate whether the Emergency News Center has a back-up power supply or alternate facility that would enable it to continue functioning, if there is a loss of offsite power?

A. The availability of back-up power or an alternate facility for the Emergency News Center could not be located in the plan. It should be noted that NUREG-0654 does not specifically require a back-up power supply for the Emergency News Center.

Q.117. 96.A-Does the LILCO Transition Plan indicate whether the private ambulance services and bus companies listed in the Plan have the capability for supplying their services to LERO in the event of a loss of offsite power?

A. The capability for ambulance services and bus companies to supply their services if there is a loss of offsite power could not be located in the plan. However, since ambulances and buses are mobile, the primary concern is for the capability of LERO to be able to communicate the need for vehicles. According to the plan, this communication is handled by two-way radio which should have the capability of operating without offsite power. Furthermore, this capability would be evaluated during an exercise.

Q.118. 96.B-Does the LILCO Transition Plan indicate whether the hospitals, nursing homes and facilities for the handicapped located within the EPZ have the capability of implementing protective actions that may be recommended if there is a loss of offsite power?

A. No specific discussion as to the implementability of protective action recommendations at special facilities in the event of a loss of offsite power could be found in the plan.

Q.119. What impact would a power failure have during an evacuation of the plume exposure pathway as it relates to residential lighting, street lights, traffic signals and service stations?

A. The plan does not address back-up power for any offsite facility except the local EOC (see answer to Contention 93.B). A power failure during an evacuation would have significant initial effects brought about by traffic-signals and gas pumps not functioning.

Q.120. 97.B-Does the LILCO Transition Plan take into account a range of possible weather conditions (including unfavorable weather) in order to adequately consider the mobilization, deployment and emergency response of LERO personnel?

A. The plan considers weather conditions in connection with the evacuation time estimates. The question of mobilization and deployment of response personnel during adverse weather conditions could not be located in the plan.

Thomas E. Baldwin

Senior Demographer/Economist

Professional Skills:

Dr. Baldwin is a Demographic/Economic specialist experienced in economic and socioeconomic analyses for industrial and energy development projects. He has over ten years experience with strong technical capabilities in demographic and economic forecasting, cost-benefit and financial feasibility analyses, and market studies.

Professional Experience

1983 - present Environmental Systems Engineer
Energy and Environmental Systems Division
Argonne National Laboratory
Garden City, New York

Dr. Baldwin is Regional Coordinator for support services provided by Argonne National Laboratory under contract to the Federal Emergency Management Agency. He is responsible for the scheduling and management of services furnished to the FEMA, Region II office in New York City. Dr. Baldwin is experienced in reviewing state and local radiological emergency response plans and evaluating their capabilities to protect populations living in the emergency planning zones surrounding commercial nuclear power plants. He frequently serves as a federal observer and team leader at off-site radiological emergency preparedness exercises and is responsible for the preparation of post exercise assessment reports detailing the results of these exercises.

1982 - 1983 Senior Demographer/Economist
Energy and Environmental Analysts, Inc.
Environmental Consultants
Garden City, New York

Responsible for analyzing the demographic, economic and social aspects of energy and industrial projects. Served as a consultant to the Port Authority of New York and New Jersey, New York Public Development Corporation and Merrill Lynch Pierce Fenner and Smith, Inc., in assessing the economic feasibility of a satellite telecommunications facility for New York. As a consultant to Argonne National Laboratory, reviewed state and local off-site radiological emergency response plans for commercial nuclear power plants in New England, New York and New Jersey. Also responsible for expanding Energy and Environmental Analysts' base of clients who require assessments of economic return and the socioeconomic impacts associated with metropolitan development projects.

Professional Experience Continued:

1981 - 1982 **Manager of Economics**
 Dravo Van Houten, Inc.
 Consulting Engineers
 New York, New York

Energy Economics - Managed marketing and project evaluation analyses of the oil and gas industry leading to corporate investment decisions. These studies were prepared both for internal use by Dravo Corporation and for clients of Dravo Van Houten.

Industrial Development Economics - Reviewed and evaluated the cargo forecasts and projections of regional economic growth used to obtain World Bank financing for container and bulk handling facilities proposed for the Port of Montevideo, Uruguay. Analyzed forecasts of projected fish production and fishing fleet development which were used to estimate the economic return from agro-industrial facilities proposed for the Port of Conakry, Guinea. Developed proposals for the financial/economic feasibility of marine engineering projects that ranged in size from limited, privately financed projects to large foreign regional development programs.

1979 - 1980 **Senior Economist**
 PRC Harris, Inc.
 Consulting Engineers
 Lake Success, New York

Energy and Environmental Studies - Projected the demand for low pressure gas reserves in a rural upstate New York county based on demographic trends and economic forecasts of future residential, commercial and industrial growth. Conducted the cost-benefit analysis of erosion protection measures for the U.S. Corps of Engineers project to protect commercial and residential developments along the Indian River Inlet in Delaware. Evaluated existing socioeconomic impact models for use by the Corps of Engineers Passaic River Basin Study Group. Analyzed the economic benefits of improving the channel to accommodate larger fishing vessels in the Woodcleft Canal at Freeport, Long Island.

Industrial Development Economics - Project Manager for Terminal Construction Corporation's site/financial feasibility study for the development of a wholesale food distribution center in the Hackensack Meadowlands, New Jersey. Directed regional planning and socioeconomic analysis of growth related to the proposed development of a large agro-industrial port planned for Damietta, Egypt. Technical responsibilities to these studies included the determination of optimal phasing and evaluating the economic return on investment from the proposed projects.

Professional Experience Continued:

1972 - 1979

Social Economist
Energy and Environmental Systems Division
Argonne National Laboratory
Chicago, Illinois

Socioeconomic Impact Assessments - Responsible for demographic, economic and sociological analyses undertaken as part of a variety of research projects sponsored by the U.S. Department of Energy. These studies examined the socioeconomic impacts of changes in employment, population size and demographic composition that are associated with the construction and operation of large-scale energy projects. Responsibilities to this research required in-depth experience with regional economic and demographic project techniques, including export-base, input-output, and cohort survival methods. The construction of social surveys, use of population sampling methods, multivariate regression techniques and statistical analysis of population composition were also an integral part of this work.

LDC Energy Assessments - Responsible for defining the socioeconomic component of Argonne National Laboratory's role in the International Energy Development Program sponsored by the U.S. Department of Energy. Detailed, country-specific energy assessments were prepared for a number of countries. Specific responsibilities to this program included the identification of socioeconomic issues and problems, policy analysis, the development of research methodologies and interaction with foreign representatives. Familiarity with planned and subsidized economies and experience with the application of econometric models to these situations was gained in the course of this project. Knowledge of specific econometric methods for estimating fuel-specific energy demand as a function of price elasticities was also used in this research.

Environmental Pollution Damages - Participated in a joint Argonne National Laboratory/University of Chicago, Department of Economics project sponsored by the National Science Foundation (NSF) to analyze relationships between environmental pollution and the regional economy. Several studies were completed. These included: a survey of Chicago coal users to determine the costs of conversion to other fuels, an inventory of building materials to estimate the costs of soiling due to air pollution, and a multivariate regression residuals analysis that displays the geographic distribution of relationships between socioeconomic characteristics of the population and air quality in the Chicago SMSA. Experience developed in the course of these studies included survey construction and sampling, economic cost-benefit analysis, and the use of air quality display models.

Education:

B.S., Sociology and Biology, Missouri Valley College, 1967.
M.A., Sociology and Human Ecology, University of Cincinnati, 1969.
Ph.D., Human Ecology and Demography, University of Cincinnati, 1975.

Publications

- Baldwin, T.E., Outlook for Engineering Services in the Oil and Gas Market; Dravo Van Houten, Consulting Engineers (June 1981).
- Baldwin, T.E., A Qualitative Assessment of Economic Change in Queens County, New York; Citibank, N.A. (March 1981).
- Baldwin, T.E., and R. Poetsch, An Approach to Assessing Local Sociocultural Impacts Using Projections of Population Growth and Composition, Argonne National Laboratory Report ANL/EES-TM-24 (August 1977).
- Baldwin, T.E., et al., Economic and Demographic Issues Related to Deployment of the Satellite Power System: A White Paper published by the U.S. Department of Energy.
- Baldwin, T.E., et al., A Framework for Detailed Site-Specific Studies of Local Socioeconomic Impacts from Energy Development (December 1976).
- Baldwin, T.E., et al., A Socioeconomic Assessment of Energy Development in a Small Rural County: Coal Gasification in Mercer County, North Dakota, Volumes I and II (August 1976).
- Baldwin, T.E., J.C. Bosch, Jr., and R.R. Cirillo, Projecting Regional Air Pollution Using Traditional Planning Variables, Proceedings of the APCA Specialty Conference; "Long-Term Maintenance of Clean Air Standards." (February 3, 1975).
- Objectives and Decisions: How Do We Draw the Lines? Paper presented at the Regional Seminar on Land Use Issues sponsored by the Bi-State Metropolitan Commission, Geneseo, Illinois (January 15, 1975).
- Baldwin, T.E., R.R. Cirillo, S.J. LaBelle, and A.S. Kennedy, Guidelines for Air Quality Maintenance Planning and Analysis; Vol. 13, Allocating Projected Emissions to Subcounty Areas (November 1974).
- Community Structure and the Adaptation of Municipal Finance, paper presented at VIII World Congress of the International Sociological Association, Toronto, Ontario (August 26, 1974).
- Baldwin, T.E., and A.S. Kennedy, The Feasibility of Predicting Point Source Emissions Using Industrial Land Use Variables: A Path Analysis, paper presented at annual meetings of APCA, Denver, Colorado (June 10, 1974).
- Kennedy, A.A., et al., Air Pollution/Land Use Planning Project Phase II Final Report: Vol. I-II, prepared for the Office of Air Quality Planning and Standards, U.S. Environmental Protection Agency.

Kennedy, A.S., and T.E. Baldwin, Clean Air Through Urban and Regional Planning, proceedings of the Third International Clean Air Congress, Dusseldorff, Germany (October 1973).

Norco, J.E., R.R. Cirillo, T.E. Baldwin, and J.W. Gudenas, An Air Pollution Impact Methodology for Airports and Attendant Land Use, a report prepared for the Office of Air and Water Programs, U.S. Environmental Protection Agency (January 1973).

Croke, K.C., A.S. Kennedy, and T.E. Baldwin, Research Problems and Issues in the Application of Land Use Controls to Environmental Protection, proceedings of the Interagency Conference on the Environment, Livermore, California (October 1972).

JOSEPH H. KELLER
PROFESSIONAL QUALIFICATIONS

Education:

Bachelor of Science in Chemistry, Washington College,
Chestertown, MD, 1956.

Master of Science in Inorganic Chemistry, Pennsylvania State
University, University Park, PA, 1958.

Graduate Assistant in Chemistry, Pennsylvania State University,
University Park, PA, 1958-61.

Professional Positions: 1961-1966

Assistant Professor of Chemistry at Idaho State University,
Pocatello, ID. Responsibilities included teaching courses in
freshman chemistry, quantitative analysis, instrumental analysis,
advanced inorganic chemistry and laboratory radiochemistry.

8/66 - 10/73

Employed at the Idaho National Engineering Laboratory in Idaho
Falls, ID (then called the National Reactor Testing Station).
The site is government owned and administered by the Department
of Energy Research and Development Agency). I was employed by
one of the operating contractors, initially Idaho Nuclear Corp.
followed by Allied Chemical Corp. My position was a technical
one in the research and development area of fission product
behavior and properties.

10/73 - 6/74

Employed as research scientist by Nuclear Environmental Services
division of SAI, Inc., Idaho Falls, ID. Responsibilities included
contract support on performance gaseous rad waste processing equip-
ment in a BWR and analysis of sources of inplant radiation exposure
to workers.

6/74 - 12/78

Employed as scientific and engineering supervisor by Allied Chemical
Corporation at the Idaho National Engineering Laboratory. Responsi-
bilities included supervision of a research laboratory involved with
analysis of fission product levels in irradiated nuclear fuel speci-
mens and analysis of the fission product content of samples of the
world's 1st known natural fission reactor and the supervision of an
analysis laboratory for environmental samples. Conducted contract
research in support of NRC.

12/78 - present

Employed as scientist by Allied Chemical Corp., Exxon Nuclear Idaho Co., Inc., (After 7/3/79), and Westinghouse Idaho Nuclear Company, Inc. (after 3/1/84), at the Idaho National Engineering Laboratory. Responsibilities include research and development contract support to NRC and FEMA.

Attended FEMA orientation training course on Radiological Emergency Preparedness Planning for DOE Contract Personnel.

Experience:

Proved existence of previously unrecognized airborne radioiodine species to be hypoiodous acid.

Developed sampling device to differentiate various chemical forms of airborne radioiodine.

Developed inorganic adsorbent to retain airborne radioiodine.

Measured fission product behavior in simulated loss of coolant accident.

Made highly accurate and precise measurement of natural abundance of krypton in the atmosphere.

Measured gaseous fission products in effluents and process streams in 5 BWR's stations.

Performed effluent and environmental measurements to assess iodine-grass-cow-milk dose pathway at BWR's.

Made effluent and environmental measurements of radioiodine at a pharmaceutical plant to assess environmental impact.

Analyzed fuel specimens to determine accurately the fission yields in the fast flux region of the neutron spectrum.

Analyzed fuel specimens to establish breeding or conversion ratio in Th-U fuels from the light water breeder program.

Developed a sampling device of airborne ^{14}C and ^3H in nuclear plant effluents and process streams.

Participated in environmental program for iodine-milk dose pathway using radioxenon to measure dispersion empirically at BWR site.

Directed gaseous portion of a program to measure movement of radio-nuclides through process equipment in PWR's so that the predictive models can be evaluated.

Responsible for technical evaluation of commercial BWR off-gas systems.

Evaluated applicability of off-site, real-time instrumentation to determine the magnitude of unmonitored releases in accident situations.

Evaluated soil to vegetation transfer of stable cesium and strontium.

Reviewed current state of knowledge on scavenging of the environment airborne radioiodine by rain or snow.

Testified as FEMA witness at Indian Point ASLB hearing.

Adjunct faculty member at FEMA Emergency Management Institute.

Publications:

J. H. Keller, F. A. Duce, and F. O. Cartan, "Retention of Iodine on Selected Particulate Filters and a Porous Silver Membrane Being Considered for the LOFT Maypack," IN-1078, May 1967

W. J. Maeck, D. T. Pence, and J. H. Keller, "A Highly Efficient Inorganic Adsorber for Airborne Iodine Species (Silver Zeolite Development Studies)," IN-1224, October 1968

R. L. Nebeker, J. H. Keller, L. T. Lakey, D. E. Black, W. P. Palica, and R. E. Schindler, "Containment Behavior of Xenon and Iodine Under Simulated Loss-of-Coolant Accident Conditions in the Contamination-Decontamination Experiment," IN-1394, June 1971

B. Weiss, P. G. Voilleque, J. H. Keller, B. Kahn, H. L. Kreiger, A. Martin, and C. R. Phillips, "Detailed Measurements of ^{131}I in Air, Vegetation, and Milk Around Three Operating Reactor Sites," NUREG-75/021, March 1975

W. J. Maeck, F. W. Spraktes, R. L. Tromp, and J. H. Keller, "Analytical Results, Recommended Nuclear Constants and Suggested Correlations for the Evaluation of OKLO Fission Product Data," at IAEA International Symposium on the Oklo Phenomenon, Libreville, Gabon, IAEA-SM-204/2, June 1975

W. J. Maeck, W. A. Emel, L. Dickerson, J. E. Delmore, J. H. Keller, F. A. Duce, and R. L. Tromp, "Discrepancies and Comments Regarding ^{239}Pu Thermal Fission Yields and the Use of ^{148}Nd as a Burnup Monitor," ICP-1092, December 1975

N. D. Dyer, E. B. Neischmidt, J. H. Keller, and B. G. Motes, "Procedures Source Term Measurement Program," TREE-1178, October 1977

N. D. Dyer, J. H. Keller, R. L. Bunting, B. C. Motes, S. T. Croney, D. W. Akers, C. V. McIsaac, T. E. Cox, R. L. Kynaston, S. W. Duce, D. R. Underwood, J. W. Tkachyk, "In-Plant Source Term Measurements at Ft. Calhoun Station-Unit 1," NUREG/CR-1040, July 1978

J. L. Thompson, S. W. Duce, and J. H. Keller, "An Atmospheric Tritium and Carbon-14 Monitoring System," NUREG/CR-0386, September 1978

N. C. Dyer, J. H. Keller, R. L. Bunting, B. C. Motes, S. T. Croney, D. W. Akers, C. V. McIsaac, T. E. Cox, R. L. Kynaston, S. W. Duce, D. R. Underwood, J. W. Tkachyk, "In-Plant Source Term Measurements at Zion Station," NUREG/CR-0715, February 1979

J. H. Keller, L. W. McClure, M. Hoza, A. L. Ayers, Jr., R. Lo, and L. W. Barrett, "Boiling Water Reactor Off-gas Systems Evaluation," NUREG/CR-0727, June 1979

R. W. Benedict, A. B. Christensen, J. A. Del Debbio, J. H. Keller, and D. A. Knecht, "Technical and Economic Feasibility of Zeolite Encapsulation for Krypton-85 Storage," ENICO-1011, September 1979

J. H. Keller, B. G. Motes, D. W. Akers, T. E. Cox, S. W. Duce, and J. W. Tkachyk, "Measurement of Xe-131, C-14 and Tritium in Air and I-131 Vegetation and Milk Around the Quad Cities Nuclear Power Station," NUREG/CR-1195, ENICO-1023, March 1980

J. W. Mandler, S. T. Croney, N. C. Dyer, C. V. McIsaac, A. C. Stalker, B. C. Motes, J. H. Keller, T. E. Cox, D. W. Akers, J. W. Tkachyk, and S. W. Duce, "In-Plant Source Term Measurements at Turkey Point Station - Units 3 and 4," NUREG/CR-1629, September 1980

P. G. Voilleque, B. Kahn, H. L. Kreiger, D. M. Montgomery, J. H. Keller, and B. H. Weiss, "Evaluation of the Air-Vegetation-Milk Pathway for ^{131}I at the Quad Cities Nuclear Power Station," NUREG/CR-1600, November 1981

W. J. Maeck, L. G. Hoffman, B. A. Staples, and J. H. Keller, "An Assessment of Offsite, Real-Time Dose Measurement Systems for Emergency Situations," NUREG/CR-2644, ENICO-1110, April 1982

L. G. Hoffman and J. H. Keller, "Characterization of Soil to Plant Transfer Coefficients for Stable Cesium and Strontium," NUREG/CR-2495, ENICO-1105, June 1982

P. G. Voilleque, L. G. Hoffman, and J. H. Keller, "Wet Deposition Processes for Radioiodines," NUREG/CR-2438, ENICO-1111, August 1982

B. J. Salmonson, L. G. Hoffman, R. J. Honkus, and J. H. Keller, "Guidance on Offsite Emergency Radiation Measurement Systems - Phase 2 - Milk Pathway," WINCO-1009, April 1984

Papers:

F. O. Cartan, H. R. Beard, F. A. Duce, and J. H. Keller, "Evidence for the Existence of Hypiodous Acid as a Volatile Iodine Species Produced in Water Air Mixtures at Tenth AEC Air Cleaning Conference, New York, NY, August 1968, CONF 680821

J. H. Keller, F. A. Duce, D. T. Pence, and W. J. Maeck, "Hypiodous Acid: An Airborne Inorganic Iodine Species in Steam-Air Mixtures at Eleventh AEC Air Cleaning Conference, Richland, WA, September 1970, CONF 700816

J. H. Keller, F. A. Duce, and W. J. Maeck, "A Selective Adsorbent Sampling for Differentiating Airborne Iodine Species at Eleventh AEC Air Cleaning Conference, Richland, WA, September 1970, CONF 700816

J. H. Keller, T. R. Thomas, D. T. Pence, and W. J. Maeck, "An Evaluation of Materials and Techniques Used for Monitoring Air-Borne Radioiodine Species at Twelfth AEC Air Cleaning Conference, Oak Ridge, TN, August 1972, CONF 720823

J. H. Keller, T. R. Thomas, D. T. Pence, W. J. Maeck, "Iodine Chemistry in Steam Air Atmospheres at Fifth Annual Health Physics Society Midyear Symposium, Idaho Falls, ID, November 1970

J. H. Keller, L. L. Dickerson, F. W. Spratkes, and W. J. Maeck, Determination of the Natural Abundance of Krypton in the Atmosphere at Am. Chem. Soc. Nuclear Chemistry and Technology Division Meeting, Newport Beach, CA, February 1973

J. H. Keller, "Iodine Species Measurements," invited paper at Nuclear Safety Analysis Center Workshop on Iodine Releases in Reactor Accidents Palo Alto, CA, November 1980

P. G. Voilleque and J. H. Keller, "Air-to-Vegetation Transport of ^{131}I as Hypiodous Acid," Health Physics 40, p 91-94, 1981

J. H. Keller and L. G. Hoffman, "Proposed Federal Guidance on Emergency Monitoring in the Milk Pathway," at 13th Annual National Conference on Radiation Control, Little Rock, AK, May 1981

J. H. Keller, "Update on Radioiodine Monitoring," at the 14th Annual National Conference on Radiation Control, Portland, MA, May 1982

Roger B. Kowieski
PROFESSIONAL QUALIFICATIONS

Roger B. Kowieski is employed at FEMA, Region II, New York. Mr. Kowieski is currently serving as the Chairman of the Regional Assistance Committee, Natural and Technological Hazards Division, Region II, Federal Emergency Management Agency.

Mr. Kowieski holds an MS in Environmental Engineering from Wroclaw Polytechnic Institute, Poland and a Professional Engineer License from the State of New Jersey.

The witness began to acquire skills in management, planning, and design while working for the private sector. From 1971 to 1973, Mr. Kowieski worked for Louis Berger Associates where he was involved in design of interstate highways and water resources projects. In 1973, Mr. Kowieski joined URS Corporation as a Project Manager. In this capacity he was responsible for planning, design, and management of various projects in water resources and environmental fields including flood hazard identification studies, flood control, sewage treatment plants for hazardous waste, instrumentation, and Environmental Impact Statements.

The witness began his Federal services in 1977 with the Federal Insurance Administration (FIA) in the U.S. Department of Housing and Urban Development. As an Assistant Director for Engineering with FIA (1977-1980), the witness was primarily responsible for the management, administration and implementation of all Flood Insurance Studies, dam safety program activities and other floodplain related activities in the Region. In this capacity, the witness monitored, supervised, and coordinated the work of approximately 25-30 private engineering consultants and federal agencies conducting work in New Jersey, New York, Puerto Rico, and the Virgin Islands. He also provided technical assistance to State and local officials on various flood damage mitigation techniques and flood warning methods designed to increase the public awareness and to reduce future flood losses.

Appointed by the FIA Administrator to the Task Force comprised of national experts in hazard mitigation, he assisted the Administrator in analysis evaluation and re-direction of external and internal operations of FIA Programs. (1978).

In 1978, Mr. Kowieski was also named as Regional Dam Safety Coordinator responsible for the management and successful implementation of the Dam Safety Program within the Region. In this position, he was involved in emergency action planning for dams and reservoirs. This involved the evaluation of emergency planning in the event of dam failure, delineating the inundation areas, and preparing notification and evacuation plans.

In 1981, Mr. Kowieski also served as Acting Director of the Insurance and Mitigation Division responsible for the management and planning of all activities related to the NFIP and hazard mitigation.

With the realignment of the Regional Office in November 1981, Mr. Kowieski was named Acting Chief, Technological Hazards and Engineering Support Group and the Chairman of Regional Assistance Committee. In this capacity, the witness was responsible for managing and administrating all of engineering activities pertaining to the NFIP, Radiological Emergency Preparedness Programs, Dam Safety Program, and hazardous materials program.

Roger B. Kowieski (Continuation)

As Chairman of the Regional Assistance Committee, the witness dealt with those representatives of the Governor responsible for the REP program, the Department of Health, the legislature, and emergency services agencies. In this capacity, he provided a high level of technical assistance to State and local governments in preparation of plans required to meet federal regulations. Under his direction and supervision as RAC Chairman, Region II successfully completed a large amount of work with very limited staff, including reviews and exercises for Nine Mile Point, Ginna, Indian Point, Oyster Creek, and Salem. In December 1982, Mr. Kowieski was promoted to Project Officer, Natural and Technological Hazards Division. In this capacity the witness assists the chief of the division in managing the activities of the division, including Radiological Emergency Planning Programs, National Flood Insurance Program, and the Dam Safety Program. He also served as the agency's expert witness for the Indian Point Atomic Safety and Licensing Board.

Philip McIntire

In August of 1982, Philip McIntire was named Chief of the Natural and Technological Hazards Division of the Federal Emergency Management Agency. In this capacity, he directs the agency's program of evaluating emergency preparedness around nuclear power plants and administers the National Flood Insurance Program in New Jersey, New York, Puerto Rico and the Virgin Islands. He also manages the agency's earthquake preparedness, hurricane loss reduction and dam safety programs.

Since his appointment, Mr. McIntire has directed FEMA's evaluation of the status of off-site safety around Indian Point and other commercial nuclear reactors in New York and New Jersey. In this regard, he has been the agency's lead expert witness before the Indian Point Atomic Licensing and Safety Board and has directed the preparation of several reports to the Nuclear Regulatory Commission regarding off-site safety in the Region.

His Federal service began in 1966 as a Management Intern for the Office of Emergency Planning, Washington, D. C. Assignments in the nation's capital included serving as Staff Assistant to the Director of the Office of Emergency Preparedness for the NATO Committee on the Challenges of Modern Society in the planning and holding of meetings of international disaster experts in Brussels, Rome, Venice and San Francisco. He transferred to the New York Regional Office of the Federal Disaster Assistance Administration in 1972.

Mr. McIntire has an MBA degree, with a major in Management, from the City University of New York. He also received a BA degree from Bowdoin College, Brunswick, Maine, with a Government major. He also completed the Civil Service Commission's "Seminar for Advancing Managers", and was a principal author of "Disaster Preparedness Report to Congress". Throughout his Federal career, Mr. McIntire has received numerous awards and citations.

LILCO Transition Plan for Shoreham - Revision 3

Key to Consolidated RAC Review

Dated February 10, 1984

The Regional Assistance Committee (RAC) review of the LILCO Transition Plan for Shoreham (Attachment I) is based upon planning criteria specified in NUREG-0654, FEMA-REP-1, Rev. 1; Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants, November, 1980. The plan has been evaluated against each planning element specified in NUREG-0654 applicable to State and/or Local jurisdictions. These evaluations are keyed to the following rating system:

ADEQUATE RATING

A (Adequate)

A* (Adequate - concerns pertaining to LERO's legal authority identified during this review)

The element is adequately addressed in the plan. Recommendations for improvement shown in **bold type** are not mandatory, but their consideration would further improve the LERO plan. These recommendations include revisions to the NUREG-0654 cross-reference, and other minor improvements.

In some cases, however, particular elements have been rated adequate provided the necessary revisions are made to maintain the adequate rating. These recommended modifications are explained for each such element in the RAC review.

The element is adequately addressed in the plan provided concerns pertaining to LERO's legal authority are resolved. The issues of legal authority affecting these elements are more fully described in Attachment 2.

Recommendations for improvement (not related to legal concerns) shown in **bold type** are not mandatory, but their consideration would further improve the LERO plan. These recommendations include revisions to the NUREG-0654 cross-reference, and other minor improvements.

In some cases, however, particular elements have been rated adequate provided the necessary revisions (not related to legal concerns) are made to maintain the adequate rating.

INADEQUATE RATING

I (Inadequate)

I* (Inadequate - Concerns pertaining to LERO's legal authority identified during this review)

The element is inadequately addressed in the plan for the reason(s) stated in bold type. The plan and/or procedures must be revised before the element can be considered adequate.

The element is inadequately addressed in the plan for the reason(s) (not related to legal concerns) stated in bold type. The plan and/or procedures must be revised before the element can be considered adequate.

In addition, concerns pertaining to LERO's legal authority were identified by the RAC, and are more fully described in Attachment 2.

LILCO Transition Plan for Shoreham - Revision 3
 Consolidated RAC Review
 Dated February 10, 1984

SUMMARY OF RATINGS

<u>Rating</u>	<u>NUREG-0654 ELEMENT</u>					<u>No. of Elements</u>
A	A.1.e A.4 C.1.b C.2.a C.3 D.3 D.4 E.1 E.2 E.7 F.1.a F.1.b	F.1.d F.1.e F.2 G.1.a-d G.2 G.4.a G.4.b G.4.c G.5 H.3 H.7 H.10	H.11 H.12 I.7 I.11 J.10.d J.10.g J.10.i J.10.l K.3.b K.4 L.4 M.3	N.2.a N.2.c N.2.d N.2.e(1) N.3.a N.3.b N.3.c N.3.d N.3.e N.3.f N.4 N.5	O.1 O.4.a O.4.c O.4.f O.4.g O.4.h O.4.j O.5 P.6 P.7 P.10	59
A* Legal Concerns	A.1.d C.1.a E.5 E.6 F.3	G.3.a H.4 J.10.a J.10.c J.10.f	J.10.j N.1.a N.1.b P.1 P.2	P.3 P.4 P.5		18
I	A.1.b A.1.c C.1.c F.1.c I.8 I.9	I.10 J.2 J.9 J.10.b J.10.e J.10.h	J.10.m J.11 J.12 K.3.a K.5.a K.5.b	L.1 L.3 M.1 M.4 O.1.b O.4.b	O.4.d P.8	26
I* Legal Concerns	A.1.a A.2.a A.2.b	A.3 C.4 J.10.k				6
TOTAL						109

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A. Assignment of Responsibility (Organization Control)

A.1.a

The lead role for response activities belongs to the utility, LILCO. The plan establishes the Local Emergency Response Organization (LERO) developed by the utility and comprised of federal, utility and private organizations.

I*

Suffolk County is not participating in offsite emergency planning for Shoreham (see Chapter 1, Section 1.1, page 1.1-1 of the plan which references Resolution 1196-83, adopted February 17, 1983 by Suffolk County Legislature), and New York State has not implemented actions (see Chapter 1, Section 1.4, page 1.4-1. of the plan) relative to their authority.

The New York State Response, should it decide to respond, is not discussed in the 1981 plan as stated (see page 1.4-2, lines 28-29). Therefore, the plan does not address what support New York State will provide in a radiological emergency in Suffolk County when LILCO's resources are exhausted. If New York State is likely to respond, provision for interface with the LERO decision process should be included.

*See footnote at the end of comments for element A.1.a which are continued on page 2.

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A.1.a
Cont.

The plan should also address federal agencies (other than DOE, FAA and USCG) in terms of their role in response. The U.S. Department of Agriculture, FDA, EPA and NRC may be involved in an accident. The NRC will assign a liaison to the local EOC as well, and will require at least two commercial telephone lines and at least two telephone instruments.

*This element is inadequately addressed in the plan. In addition, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

A.1.b.

The operational role of LERO is defined in sections 1.4, 2.1 and 3.0. However, the concept of operations and relationship of each organization to the total emergency response effort is vague. Specifically, the relationship of all organizations/positions (e.g., hospitals, ambulance personnel, facilities to be used as relocation centers, outside consultants and federal agencies such as FAA, EPA and USDA) to LERO and the implied lines of responsibilities should be described in the concept of operations (sections 2 and/or 3).

I

Local Law Enforcement and Fire Departments are listed as Support Organizations with primary responsibility, yet on page 2.2-4 there is no clear statement that these organizations will participate. The role of Suffolk County, should it elect to respond, should be specifically detailed as in Procedure OPIP 3.6.3 (Traffic Control) page 8.

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A.1.c The organizational components of LERO are illustrated in Figure 2.2.1. The block diagram assumes that New York State and Suffolk County will communicate with LERO.

I

Figure 2.1.2 shows the LERO Radiation Health Coordinator as having primary responsibility for accident assessment, while Figure 2.1.1, page 2 shows this position as being filled by "other personnel." The discussion on page 2.1-3 line 36 implies that this position is a LERO function. Attachment 2.2.1, page 2, lines 24-25 states that DOE will perform accident assessment. From the language on page 2.1-1, it appears that the Radiation Health Coordinator is provided by DOE/BHO, but this is not confirmed by the LERO chart (Figure 2.1.2) under Health Services Coordinator. Clarification should be provided in the plan as to the role of the "outside consultant(s)" in performing the accident assessment function.

Figure 2.2.1 should be revised to depict missing agencies (e.g., EPA, USDA) in a clearer manner.

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A.1.d Specific individuals who shall be in charge of the emergency response are identified by title under Chapter 2, organization (pages 2.1-1 - 2.1-8). Again, LILCO personnel are the majority of LERO staff, along with DOE-RAP personnel from the Brookhaven Area Office (BHO).

A*

The plan is adequate in addressing this element provided that the specific individual(s) who will perform the responsibilities of the Radiation Health Coordinator is identified by title and affiliation.

*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

A.1.e The lead Communicator (see page 2.1-7) has responsibility for ensuring that all communicator positions in the local EOC are manned on a continuous basis once facility is activated. Also, Chapter 3, Section 3.4, pages 3.4-1 - 3.4-5 stipulates that the Radiological Emergency Communications (RECS) line between the Plant and LERO, and LILCO Notification Radio System are monitored 24 hours per day.

A

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A.2.a

The functions and responsibilities for major elements and key individuals by title, of emergency response, are specified in the plan for the following: Command and Control, Alerting and Notification, Communications, Public Information, Accident Assessment, Public Health and Sanitation, Social Services, Fire and Rescue, Traffic Control, Emergency Medical Services, Law Enforcement and Transportation. However, the responsibility for "Protective Response," required by NUREG-0654, has not been defined in the text, nor is it listed in Figure 2.1.2. The NUREG cross-reference should be revised to include as a citation for element A.2.a, Figure 3.5.2 which specifies "protective response" responsibilities.

I*

Section 2.1 does not distinguish between primary and support responsibilities for the response organizations. The distinction between primary and support responsibilities should be clearly stated in the text that describes the responsibilities for each of the various response organizations. In addition, some clarification should be made to Figure 2.1.2 to show a single primary responsibility for each function. Primary responsibilities are identified for more than one agency for the following functions in Figure 2.1.2:

- Public Information and Notification
- Accident Assessment
- Medical and Public Health
- Traffic Control

*See footnote at the end of comments for element A.2.a which are continued on page 6.

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A.2.a
Cont.

Lead agency responsibilities should be specified for functions where more than one agency has primary responsibility.

Lead, primary and support responsibilities for each agency should be specified in the "position definitions" in Procedure OPIP 2.1.1. This cross-reference to Figure 2.1.2 could assist the emergency response coordinators in using the plan and procedures.

Figure 3.3.7 assigns primary responsibility for alerting the general public to the LERO-Director of Response. The LERO-Coordinator of Public Information is responsible for providing public information. These same LERO support functions (i.e., Alert General Public and Inform Public with EBS Broadcasts) refer to FEMA. This must be clarified, since FEMA has no responsibility for notifying the public during a radiological emergency.

*This element is inadequately addressed in the plan. In addition, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

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A.2.b Attachment 1.4.1 refers to legal authority under 10 CFR 50.47 (c)(1) which provides as follows:

I*

Failure to meet the standards set forth in paragraph (b) of this subsection** may result in the Commission declining to issue an Operating License; however, the applicant will have an opportunity to demonstrate to the satisfaction of the Commission that deficiencies in the plans are not significant for the plant in question, that adequate interim compensating actions have been or will be taken promptly, or that there are other compelling reasons to permit plant operation.

The cited authorities (Section 1.4 of the LILCO Transition Plan relate to the authorities of the NRC to license a plant under various degrees of emergency preparedness and compensation, rather than the police-type actions.

The utility has developed LERO, comprised of utility, Federal, and private individuals. If New York State and Suffolk County implement an emergency plan, LERO would follow their lead (see Section 1.4, pages 1.4-1 - 1.4-2; also, Attachments 1.4.1 and 1.4.2).

* This element is inadequately addressed in the plan. In addition, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

** Standards A-P specified in criteria defined in NUREG-0654; FEMA-REP-1 Rev. 1. "Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants - For Interim Use and Comment" January 1980.

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A.3 Appendix B contains letters of agreement for the following support organizations identified in section 2.2 of the plan. I*

	Signed	Dated
● DOE/Brookhaven National Lab	Yes	Yes
● WBLI radio	Yes	Yes
● WCTO radio	Yes	Yes
● WGSM radio	Yes	Yes
● U.S. Coast Guard	Yes	Yes
● New York Telephone	Yes	Yes
● Marketing Evaluations, Inc.	Yes	Yes
● WALK radio	No	Yes
● American Red Cross	No	No

The plan states that: "It is anticipated that all local law enforcement agencies and fire departments within the ten mile EPZ will continue to carry out their normal response functions during an emergency. Should the incident escalate to the point of requiring these agencies to evacuate from the local area, it is further anticipated that these agencies will take their own compensating measures, based upon the situation at hand, and continue to render the necessary services in response to the situation." The plan also states that: "It is anticipated that snow removal operations within the ten mile EPZ will be provided by local organizations in their normal fashion during an emergency." However, no letters with Suffolk County or local agencies responsible for law enforcement, fire response or snow removal could be located in the plan. No reference to public laws requiring local agencies and services to respond could be found using the NUREG cross-reference. The "Local Public Service Agencies" and "Local Emergency Medical Services Agencies" listed in Figure 2.1.2 should be specified.

*See footnote at the end of comments for element A.3 which are continued through page 10.

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A.3
Cont.

Letters of intent from bus and ambulance suppliers are included in Appendix B for the following resources:

- Bus companies - (1559/? vehicles#)
- Ambulance companies - (224/? vehicles ##)

However, these letters of intent do not commit the bus and ambulance companies to supply equipment to LERO in the event of a radiological emergency at the Shoreham site, because contracts have not as yet been finalized with the bus or ambulance suppliers. The contract revisions requested by several of the ambulance companies could limit the number of ambulances and ambuletts that will be available.

The LERO Transportation Support Coordinator is responsible for driver support. The LILCO plan states that the utility will provide trained licensed LILCO employees as a major source of bus drivers (Appendix A, III-36). The plan should specify the number of drivers that have been trained and licensed to respond to a radiological emergency at SNPS.

The letter of agreement from DOE on page APP-B-1 does not specify the degree of response to be provided. Shoreham's requirement is closer to that of a "compensating measure" rather than radiological assistance, as is stated in the letter. DOE's role, in this case, is that of the offsite response agency, providing independent dose assessment capabilities. This is not clearly stated in the generic letter from DOE which limits DOE's role to "... advice and emergency action essential for the control of the immediate hazards to health and safety."

‡ Includes buses, vans, coaches, flexetts, etc.

Includes ambulances, ambuletts, etc.

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A.3

Cont.

Letters of agreement could not be located for the following support organizations/persons or Representative Outside Agencies (see Procedure OPIP 2.1.1, page 12) identified in the plan.

- Stony Brook Hospital
- Central Suffolk Hospital
- SUNY Stony Brook
- BOCES Central Islip
- SCCC Selden
- Local law enforcement agencies
- Local fire departments
- Local snow removal organizations
- Federal Aviation Administration
- Laboratories which provide environmental sample analysis
- Radiological Health Coordinator (outside consultant)
- Relocation center coordinator
- Nursing support
- Counselling coordinator

Letters of agreement with support organizations which provide laboratory and environmental sample analysis could not be located in the plan.

The resources LERO expects to use to support the federal responses which are identified in Attachment 3.11.1 should be supported by letters of agreement from those organizations.###

*This element is inadequately addressed in the plan. In addition, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

###Letter of intent with Coram Bus Service is included in Appendix B, pages APP-B-30 and 30A.

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- A.4 The LERO Director of Local Response is responsible for ensuring the continuity of emergency resources for 24-hour operations over a protracted period.
- The establishment and maintenance of LERO over a protracted period is described in Section 2.1, page 2.1-1, line 26-29; page 2.1.2, lines 36-39 and Procedure OPIP 2.1.1.
- The NUREG-0654 cross-reference should be revised to include Procedure OPIP 2.1.1 as a citation for element A.4.
- C. Emergency Response Support and Resources
- C.1.a According to the plan, the LERO Director of Local Response requests the Governor to ask the President to declare an emergency or disaster. Section 3.11, page 3.11-1 of the plan provides that if this request is granted, federal assistance would be administered by the Federal Radiological Preparedness Coordination Committee (FRPCC).
- The above statement in Section 3.11, page 3.11-1 of the plan referring to the Federal Radiological Preparedness Coordination Committee is incorrect, and should be deleted. The plan should state that the federal response to a radiological emergency would be coordinated by the Federal Emergency Management Agency in accordance with the Federal Radiological Emergency Response Plan.
- The NUREG-0654 cross-reference should be revised to include Attachment 2.2.1 (page 2 of 17, line 27) which states that "BBO is notified by LILCO customer services."
- *This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

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|-------|---|---|
| C.1.b | The DOE-RAP is specified to provide radiological monitoring assistance and expected times for arrival are provided. The plan is adequate in addressing this element provided that specific resources and expected times of arrival are identified for the U.S. Coast Guard (see section 2.2, page 2.2-2). Any additional federal resources, including expected times of arrival to be furnished through the FRERP (see Section 3.11, page 3.11-1) or other arrangements, should also be specified (e.g., EPA, NRC, USDA). | A |
| C.1.c | <p>The LILCO transition plan identifies resources that are available to support the federal response.</p> <p>LERO has not specified what resources have been identified by federal agencies to support their effort (e.g., air fields, command posts, telephone lines, radio frequencies and telecommunications centers). For example, the EPA response teams will also require:</p> <ul style="list-style-type: none">• airfield for landing military aircraft (C-130)• four independent stationary electrical outlets (110/120 volts @ 30 amperes AC)• source of liquid nitrogen• office, lab and storage space. | I |

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|-------|--|----|
| C.2.a | LERO representatives are already at the SNPS site and may be dispatched to the near-site Emergency Operations Facility (EOF). | A |
| C.3 | Page 3.5-2 of the plan identifies two ORS teams from DOE-RAP for monitoring services and several other organizations for analyses. | A |
| C.4 | Written letters of agreement are incomplete. Letters of Agreement were not found in Appendix B for all organizations listed in Sections 2.2, 3.5 and Attachment 3.11.1 of the plan (also see analysis comments for element A.3). | I* |

*This element is inadequately addressed in the plan. In addition, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

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D. Emergency Classification System

D.3 The Emergency Classification System, described in Chapter 3, Section 3.2, page 3.2-1 conforms with the system set forth in Appendix 1 of NUREG-0654; FEMA-REP-1, Rev. 1.

A

D.4 The emergency action procedures to be taken are adequately described in Chapter 3, Concept of Operations and the Implementing Procedures OPIP 1.1.1 through 5.4.1.

A

E. Notification Methods and Procedures

E.1 The notification and mobilization of emergency response organizations including the verification of messages is outlined in Section 3.3, page 3.3-1 and Procedures OPIP 3.3.2, 3.3.3 and 3.3.4. The LILCO Customer Services Office in the Hicksville Operations Center is the primary LERO notification point.

A

Figures 3.3.2 through 3.3.4 do not include a list of persons/groups/organizations to be notified for mobilization at general emergency. These notification procedures are the same as for Site Area Emergency. The plan is adequate in addressing this element provided that the notification list of persons/groups/organizations to be notified at general emergency is added to the plan.

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- | | | |
|-----|--|----|
| E.2 | <p>The necessary procedures for alerting, notifying, and mobilizing emergency response personnel are found in procedure OPIP 3.3.2.</p> <p>Section 3.4, page 3.4-5 which describes the LILCO paging system, and Figure 3.4.1 should be added to the NUREG-0654 cross-reference.</p> | A |
| E.5 | <p>The plan establishes a system for disseminating appropriate information contained in initial and follow-up messages received from the licensee, including the appropriate notification to the broadcast media.</p> <p>The notification system described throughout the plan is termed the Emergency Broadcast System (EBS). However, this system, which is a network of Long Island radio stations, with WALK as the entry station, is not the official Emergency Broadcast System (EBS) for Long Island. The official Emergency Broadcast System, is authorized by the Federal Communications Commission, for use by government officials to provide information to the general public. For clarity, the system developed by LERO should use different nomenclature to distinguish it from the FCC sanctioned EBS system. The plan is adequate in addressing this element provided that this issue is clarified in the plan.</p> <p><u>*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).</u></p> | A* |

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E.6

The prompt notification system consists of 89 fixed sirens, tone activated radios provided to special facilities, (i.e., schools, hospitals, medical support hospitals, handicapped facilities ambulance companies, nursing homes, and major employers, etc.), EBS, and a mobile public address system. Marketing Evaluations Incorporated will verify that each siren has activated (see page APP-B-53). The plan adequately covers the need to demonstrate, under NUREG criteria, that there are means to notify the public.

A*

*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

E.7

The draft messages intended for the public found in Procedure OPIP 3.8.2 satisfy NUREG-0654 requirements.

A

Procedure OPIP 3.8.2 includes the following draft messages:

- EBS Activation Advisory
- Alert (release of radiation)
- De-escalation of Emergency
- Termination of Emergency
- Test Message for EBS
- Spurious Activation Message of Prompt Notification Sirens
- Description of Emergency Planning Zones for Suffolk County (to be included in EBS messages).

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E.7
Cont.

The plan details how press conferences will be conducted. Based on FEMA's exercise experience, it is helpful to have emergency information bulletins available for use by decision makers, the press, rumor control, and other PIOs.

Radio emergency information bulletins contained in the plan include dosage information. Such information should be presented in less technical language in order to maximize the general public's understanding of this information.

In addition, sample messages should include, as appropriate, information for farmers, food distributors, food processing facilities, etc.

F.

Emergency Communications

F.1.a

Provision for 24-hour activation of the LERO emergency response network is accomplished via the RECS line in the LILCO Customer Service Office in the Hicksville Operations Center (see Section 2.1, page 2.1-7 and Section 3.4, pages 3.4-1 to 3.4-5). This RECS line is monitored on a 24-hour basis and the LERO officer at the Customer Service Office is responsible for activating the paging system which notifies key emergency response personnel that an actual incident has occurred.

A

The LILCO Notification Radio System serves as the backup communication system to the RECS for communications between the Shoreham Control Room and the LILCO Customer Service Office.

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F.1.b	<p>Section 3.4 E (page 3.4-4) provides for communications from LERO to Suffolk County, Nassau County, New York State, and Connecticut via commercial telephone and centrex.</p> <p>The plan should provide for communication with the State of Rhode Island which is affected by the 50-mile EPZ. The plan is adequate in addressing this element provided that arrangements are established for communications with Rhode Island.</p> <p>The NUREG cross-reference should be revised to include section 3.4 page 3.4-4 as a citation for element F.1.b.</p>	A
F.1.c	<p>The plan provides for notification of the following federal emergency response organizations:</p> <ul style="list-style-type: none">• FEMA• DOE response team• U.S. Coast Guard (USCG)• Federal Aviation Administration (FAA) <p>However, the plan does not provide for direct notification by LERO of other federal emergency response organizations in the event that direct support is to be requested from those organizations. In addition to DOE, USCG, and FAA, communications with other Federal support agencies should be arranged, i.e., NRC, FDA, EPA, etc.</p>	I
F.1.d	<p>Communication between the local EOC in Brentwood, New York and the licensees EOF (or TSC) is maintained via the following means (see Figure 3.4.1):</p> <ul style="list-style-type: none">• RECS line• commercial telephone• radio	A

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<u>Element</u>	<u>Review Comment(s)</u>	<u>Rating</u>								
F.1.d Cont.	The RECS line will allow 24-hour per day notification between the plant and LERO. Communication with the radiological field monitoring teams is maintained via radio link.									
F.1.e	<p>The provisions for alerting and activating emergency response personnel in each response organization as described in Section 3.3, pages 3.3-1-4; Figures 3.3.2, 3.3.3 and 3.3.4 and Procedure OPIP 3.3.2 are adequate.</p> <p>A list of persons/groups/organizations to be notified for mobilization at general emergency should also be included in the plan (see also comment for element E.1). The plan is adequate in addressing this element provided that the notification list for persons/groups/organizations to be mobilized at general emergency is added to the plan.</p>	A								
F.2	<p>Communications with fixed and mobile medical support facilities are specified in the plan as follows:</p> <table border="0" style="margin-left: 40px;"><thead><tr><th></th><th><u>Means</u></th></tr></thead><tbody><tr><td>● Ambulance dispatch stations</td><td>commercial telephone and radio</td></tr><tr><td>● Ambulance drivers</td><td>radio link via dispatch station</td></tr><tr><td>● Hospitals</td><td>commercial telephone and radio links via ambulance dispatch stations and mobile ambulance units.</td></tr></tbody></table>		<u>Means</u>	● Ambulance dispatch stations	commercial telephone and radio	● Ambulance drivers	radio link via dispatch station	● Hospitals	commercial telephone and radio links via ambulance dispatch stations and mobile ambulance units.	A
	<u>Means</u>									
● Ambulance dispatch stations	commercial telephone and radio									
● Ambulance drivers	radio link via dispatch station									
● Hospitals	commercial telephone and radio links via ambulance dispatch stations and mobile ambulance units.									

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F.3

Communication drills will be conducted by LILCO (see Section 5.2, Part A, page 5.2-2a). Communications will be tested monthly; while communications between the plant, the local EOC, and field monitoring teams will be tested annually. Also, see page 3.4-7.

A*

According to the cross-reference submitted with the plan, the frequency of siren tests as suggested in Appendix 3 of NUREG-0654; FEMA-REP-1, Rev. 1 is specified in the LILCO Nuclear Operations Support Department Procedures. Those procedures should be submitted to FEMA for review in order to assure that the required siren tests will be performed in accordance with NUREG-0654, Appendix 3, page 3-12, Section h (2), Siren Testing Guidance, Oversight.

This element is adequate provided that the LILCO Nuclear Operations Support Department Procedures contain the required frequency of siren tests.

*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

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G. Public Education and Information

G.1.a-d Section 3.8, pages 3.8-1-3 of the plan provides for the dissemination of brochures to the public which include the information required by NUREG-0654. The information to be provided will include:

A

- educational information on radiation
- contact for additional information
- protective measures
- survey card on special needs of the handicapped.

Educational brochures will be mailed to all households and commercial establishments. LILCO plans to use their billing lists for the mailing. In addition, inserts will be developed for the Suffolk telephone directory which will include the following:

- Map of 10 mile EPZ/emergency planning zone.
- List of EBS stations.
- Siren system description/purpose.
- Protective actions the public may be advised to take (sheltering, evacuation).
- Relocation center locations.
- Items to take along for an evacuation.

Local telephone directories will also contain the above items. In addition, these local directories will contain maps showing evacuation routes.

Brochures will be updated on an annual basis, and an annual orientation of news media will be reinforced during annual exercises.

The public education brochure refers to the Emergency Broadcast System (EBS). This nomenclature should be changed to differentiate the LERO system from the FCC sanctioned EBS system (see comment for element E.5).

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- | | | |
|-------|--|----|
| G.2 | The public information program and provisions for its dissemination as described in Section 3.8 of the plan are adequate. | A |
| G.3.a | The emergency news center (ENC) is to be established in the Quality Inn, Old Mill in Ronkonkoma, New York. This facility will be set up as the central clearing house for the release of information received from the utility and LERO representatives (see Section 3.8, page 3.8-4). The plan provides that "private and public agency/or organization representatives (i.e., American Red Cross, Suffolk County, FEMA, NRC, State officials, etc.) will be invited to participate as a panel in all news conferences."

The NUREG-0654 cross-reference should be revised to include page 3.8-1 as a citation for element G.3.a.

<u>*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).</u> | A* |
| G.4.a | The LERO Coordinator of Public Information (CPI) and LILCO's Emergency News Manager at the ENC is the designated spokesperson(s) for LERO. | A |

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G.4.b LERO Public Information Personnel at the ENC are charged with the responsibility "to provide accurate information (to the media) on a timely basis." A

G.4.c The ENC is designated as the central location for rumor control. The rumor control point is for the use of utility personnel at the LILCO Customer Relations District Offices and the LILCO Customer Call Boards, in answering questions asked by the public. The rumor control point will be staffed by representatives from LERO and the utility. A

The plan does not provide information about rumor control staffing, the number of rumor control telephone lines that will be available and staffed, and how current information will be provided to the rumor control staff. It is recommended that the rumor control staff be provided with press releases and radio emergency information bulletins to assure that they are apprised of the current emergency status.

G.5 LERO will coordinate an annual orientation program for the news media. This program will familiarize the media with the following: A

- Utility emergency plans,
- Radiation information,
- Points of contact for release of public information in the event of an emergency, and
- The location and operation of the ENC.

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H.	<u>Emergency Facilities and Equipment</u>	
H.3	The local EOC to be operated and staffed by LERO personnel is located at the LILCO Operations Facility in Brentwood, Long Island, New York.	A
H.4	<p>The activation and staffing of the local EOC by LERO personnel is specified in Section 3.3, page 3.3-1; Section 4.1 page 4.1-1 and Procedure OPIP 4.1.1 of the plan.</p> <p>The plan is adequate in addressing this element, provided that the modifications and clarifications outlined below are incorporated in the plan.</p> <p>The Radiation Health Coordinator should be included on the emergency call checklists in Procedure OPIP 3.3.2.</p> <p>Per analysis comment E.1 and F.1.e, Figure 3.3.4 does not include a list of persons/groups/organizations to be notified for mobilization at general emergency.</p> <p>The plan and Procedure OPIP 4.1.1 appear to be contradictory. It is not necessary to delay notifications to the EOM and New York State until full activation of the local EOC is completed (as stated in Section 4.1.A of the plan). Procedure OPIP 4.1.1, Section 5.2 indicates that the Director of Local Response will make these notifications upon arrival at the local EOC, Section 4.1.A of the plan should be changed to agree with the implementing procedure.</p> <p>The NUREG-0654 cross-reference should be revised to include Procedure OPIP 4.1.1 as a citation for element H.4.</p>	A*

*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

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H.7

The two (2) Offsite Radiological Survey (ORS) teams, each consisting of two (2) individuals per team from DOE-RAP are provided in the plan. These teams will obtain their ORS kits at Brookhaven National Laboratory (BNL).

A

Equipment is shown for the two ORS teams on page 4.4-1, while the plan states on page 3.5-2, line 22 that additional teams from LILCO will be available, if needed.

It is unclear whether the LILCO ORS support teams will be using radiological survey kits from DOE, or whether this equipment is LILCO's property. If these kits belong to LILCO, the plan is adequate. If, however, these kits are not LILCO property (i.e., BNL/DOE property), the plan should specify: (1) where the ORS kits for the LILCO support teams are to be maintained, (2) how LILCO personnel are to be deployed, and (3) how LILCO instrumentation compares to DOE's. The plan is adequate in addressing this element provided that clarification of ownership and responsibility for maintenance of the ORS kits are specified.

The equipment lists on page 4.4-1 and Attachment 2.2.1 are different. The plan should specify who is responsible for supplying the equipment on page 4.4-1.

The NUREG-0654 cross-reference should be revised to include Procedure OPIP 3.5.1 (see Section 5.2.1) as a citation for element H.7.

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H.10

Section 5.3 of the plan provides that LILCO will inspect, inventory and operationally check emergency response equipment at least once each calendar quarter. Calibration of instruments will be done at intervals recommended by manufacturers. The plan also makes provision for reserve equipment.

A

Survey meters compatible with the GM1 probes should be included on the equipment list.

The availability of backup equipment for the additional field monitoring teams from LILCO should also be specified in the plan.

H.11

A detailed list of equipment to be used in the emergency response by LERO is located in the portions of the plan listed in the NUREG cross-reference.

A

The plan is adequate provided that the modifications outlined below are incorporated in the plan.

The equipment list on page 4.4-1 includes only one air sampler. The plan should state whether back-up samplers are available at the staging area. It should be taken into consideration that radioiodine sampling capability is lost in the event of pump failure. How does the list on page 4.4-1 relate to the list in Procedure OPIP 5.3.1, which includes multiple air samplers? Also, are there radiation meters to go with the GM detectors listed in Procedure OPIP 5.3.1 as available at the local EOC?

Communications equipment on page 4.1-4 should include radio links between the field teams and EOC.

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- H.11
Cont. The NUREG-0654 cross-reference should be revised to include Procedure OPIP 3.5.1 as a citation for element H.11.
- H.12 Page 3.5-2 of the plan states that field data will be radioed back to the Environmental Survey Function and all samples will be returned to the local EOC, or as directed, for laboratory analysis by DOE-RAP or SNPS labs. A
- I. Accident Assessment
- I.7 The capability and resources for field monitoring within the plume exposure EPZ are to be provided through the DOE-RAP resources at the Brookhaven Area Office. The capabilities, mobilization, response time, and equipment for these resources are provided in the FRMAP plan for the support of local emergency response plans. A
- Procedure OPIP 3.5.1 and the equipment list in Attachment 2.2.1 of the plan do not coincide. The plan is adequate in addressing this element provided that these two lists are reconciled. Procedure OPIP 3.5.1, page 7 should describe what provisions are available to return sample media for laboratory verification on an expedited basis, particularly, samples which yield positive results in the field.

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I.8

The capabilities, equipment and expertise for accident and dose capabilities are found in Procedure OPIP 3.5.2. Field team composition, communication, monitoring equipment and estimated deployment times are found in Section 3.5 and Procedure OPIP 3.5.1. Page 3.5-2 of the plan gives field team composition.

I

Pages 3.1-2 and 4.1-2 of the plan specify that the LERO Director of Local Response, with the Radiation Health Coordinator, is responsible for formulating the protective action decisions. The plan does not specify whether LERO has accident assessment personnel who can weigh the plant's status from an operational view in developing protective action recommendations. The choice of protective actions is apparently keyed almost entirely to radiation dose or projected dose. Consideration should be given to the plant's status including; prognosis for stabilizing, improving or worsening situations, or timing of releases so that preventive evacuation prior to a release is not overlooked when such releases may be imminent. The plan does not specify how protective action decisions would be made in the absence of an actual release. The plan should specify that protective actions such as sheltering, and especially evacuation, could be implemented prior to initiation of significant releases, if possible.

The NUREG-0654 cross-reference should be revised to include the following citations for element I.8:

- Section 2.1, Figure 2.1.1, page 2 of 4
- Section 2.2, Attachment 2.2.1
- Section 4.4, page 4.4-3 (means of transportation for field teams).

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I.9

Section 2.2, Attachment 2.2.1 states that the DOE Brookhaven Area Office can provide support to LILCO for airborne radioiodine sampling and analysis to concentrations as low as 5×10^{-8} . While the equipment listed is potentially capable of making the required measurements, the methodology shown in Procedure OPIP 3.5.1 (see Section 5.3.7b) would not give accurate results for most accident conditions. Even without core damage, radioiodine may be collected on the particulate filter if the iodine is in elemental form. Therefore, one cannot rule out activity on the particulate filter as not being iodine. Also, the nomogram which relates iodine to total fission products for the calculation of thyroid dose (OPIP 3.5.2, Att. 11) may not be realistic in this aspect. Furthermore, the amount of fission products collected from a core damage accident are highly dependent on a number of parameters, such as moisture in containment, filtration of release, distance from the site, etc., and are not easily amenable to the nomogram assumptions.

I

The heading of attachments 5 and 6 Procedure OPIP 3.5.2 should be changed to read "Multiply results by 10^{-6} ."

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I.10

The procedures for estimating integrated dose from the projected and actual dose rates (plume exposure) were found in Procedure OPIP 3.5.2. Ingestion pathway dose estimations were found in Procedure OPIP 3.5.3. Procedure OPIP 3.6.1 contains protective action recommendations.

I

Procedure OPIP 3.5.2 is lacking several nomograms which are required for the calculations.

The plan should include provisions for the consideration of plant parameters regarding types of releases. Reliance on the stated 0.05 m/sec. deposition velocity is applicable under a limited set of atmospheric conditions, and should not be relied upon as LERO's only means of ingestion pathway zone protective action decisions. Field surveys with HP210 detectors can quickly determine ground deposition.

The NUREG-0654 cross-reference should be revised to also include Procedure OPIP 3.6.1 as a citation for element I.10.

I.11

Capabilities to locate and track the plume (field monitoring) are to be provided through the DOE-RAP resources at the Brookhaven Area Office. The capabilities, mobilization, response time, and equipment for these resources are provided in the FRMAP plan for the support of local emergency response plans (see Attachment 2.2.1 of the plan).

A

Procedure OPIP 3.5.1 Section 5.3 should be included in the NUREG-0654 cross-reference submitted with the plan since it discusses the plume tracking method to be used by the ORS teams.

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J. Protective Response

J.2 The provisions for evacuation of SNPS non-essential site personnel in Section 3.6 (page 3.6-8) describe only the route to be taken if a public evacuation is in progress (i.e., high traffic density). There is no discussion of alternative routes that are to be used for inclement weather and specific radiological conditions. The plan should include a discussion of transportation to be used by SNPS site personnel. I

J.9. EPA's plume exposure and FDA's ingestion pathway PAG's are listed in Section 3.6. I

There is no discussion of how protective actions would be implemented based on plant conditions prior to actual releases (see comment for element I.8). Also, Tables 3.6.2 and 3.6.3 are taken from the FDA draft report, and are not the final values.

The NUREG-0654 cross-reference should be revised to include Table 3.6.1 as a citation for element J.9.

J.10.a The Evacuation Plan (Appendix A Section I - Preface pages I-1 to I-2) is made up of two plans -- a study performed by Suffolk County as part of an agreement with LILCO (9/21/81), and a study performed by KLD Associates under an agreement with LILCO to develop an evacuation plan (12/30/81), LILCO has integrated the two studies into Appendix A. A*

*See footnote at the end of comments for element J.10.a which are continued on page 32.

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J.10.a
Cont.

The maps showing evacuation routes, evacuation areas, preselected offsite radiological monitoring locations (including Table 3.5.1 and Procedure OPIP 3.5.1 listing designators for these locations) and shelter areas are included in the plan.

Although the relocation centers are indicated on Figure 9, Zone A, they are not specifically identified as relocation centers. The legend should be revised to include symbols designating relocation centers on this map, since it is indexed on the NUREG cross-reference.

The NUREG-0654 cross-reference should be revised to include Attachment 11 of Procedure OPIP 3.5.1 as a citation for element J.10.a.

*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

J.10.b

The map in Figure 3 of Appendix A does not show subarea boundaries for evacuation areas F (F1-F5) or K (K1-K5). If it is planned that evacuation can be effected by subarea, then these subareas should be delineated in accord with the seasonal population data for 1980 and 1985 in Table III of Appendix A.

I

Table III, Page III-2 of Appendix A, reflects population distribution by ERPA. Population numbers should be stated for each ERPA. A map(s) showing population distribution has not been included in the plan.

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J.10.c The means for notifying the transient and resident population consists of fixed sirens (89 units) and EBS.

A*

The NUREG-0654 cross-reference should be revised to include Procedure OPIP 3.3.4, Section 5.4 (notification of the deaf) as a citation for element J.10.c.

*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

J.10.d The procedures and inventory of requirements for protecting institutionalized mobility-impaired persons has been completed. However, the procedures and resources to deal with non-institutionalized mobility impaired persons still require completion (i.e., the directory of non-institutionalized mobility-impaired persons needs to be completed).

A

The directory to be compiled for noninstitutional mobility impaired individuals should include the number of such persons at a given address and a designator indicating each person's impairment (e.g., ambulatory, non-ambulatory, sight impaired, hearing impaired, wheel chair, etc.). This information is needed to insure that the means of notification is appropriate and to facilitate the coordination of equipment to be used in relocating these persons, if necessary. It is understood that this directory is being updated based on completed survey cards on special needs of the handicapped that are being returned to LILCO. The plan is adequate in addressing this element provided that the directory of noninstitutionalized mobility impaired individuals has been completed.

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J.10.e	<p>The provisions for use of KI for emergency workers are discussed. However, there is concern with the method by which KI will be distributed. Procedure OPIP 3.6.2 states that distribution will be accomplished by directing emergency workers to a distribution location. This may require recalling emergency workers from the field and a time delay in administering KI to them. The offsite field monitoring teams have KI in their kits. Another concern relates to expiration dates on the KI. Procedure OPIP 3.6.2 states that no KI should be issued if it is beyond its indicated shelf life. At the present time, there is no KI available which is not beyond the labeled expiration date, however, FDA has granted extensions for its use. The procedures should reflect FDA extensions.</p>	I
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J.10.f Page 3.6-3, lines 22-24 of the plan state that the PAG for use of KI as a thyroid blocking agent is a projected dose of 10 rem to an emergency worker's thyroid. No provision is made for the general population which is consistent with New York State policy (see letter from J.L. Smith to Harold R. Denton, N.R.C. S.N.R.C-539 Attachment 1, page 4-J-10c clarification). The 10 rem PAG is considerably lower than the FDA Final Recommendation of 25 rem or greater projected thyroid dose. It would appear that LILCO has taken the more conservative lower limit of NCRP Report No. 55 (10-30 rem) or the original FDA draft recommendation (10-20 rem). The EPA PAG for emergency workers is 25 rem thyroid (see Chapter 3, Section 3.6, C., page 3.6-5, lines 6-7).

A*

The plan states that only those emergency workers who have been previously screened for its use will be given KI (see page 3.6-5, lines 5-8). A discussion of how this screening will be accomplished could not be located in the plan. The plan is adequate in addressing this element provided that the procedures for screening emergency workers who would be given KI are included in the plan.

*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

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J.10.g

The plan does reflect resources for school or general evacuation including the number of buses to be used.

A

The letters of intent arranging for bus resources have been included in the plan. However, these letters of intent indicate that contracts establishing the terms under which bus companies will provide their equipment in the event of a radiological emergency at SNPS have not been finalized. Therefore, the actual commitment of these resources is uncertain.

The notification call up list for transportation personnel has not been completed (Procedure OPIP 3.3.2 - 163 pages).

The plan is adequate in addressing this element provided that contracts are successfully negotiated with the bus companies providing their vehicles, and the notification call up list for transportation personnel has been completed.

The NUREG-0654 cross-reference should also be revised to include Procedures OPIP 3.6.4 and 3.6.5 as citations for element J.10.g.

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J.10.h Suffolk County Community College, BOCES in Islip, and SUNY in Stony Brook are the primary relocation centers. Two back-up centers (SUNY - Farmingdale, St. Joseph's College - Patchogue) have been identified. All of these centers would be set up and run by the American Red Cross. I

There is no legend on Figure 9, Zone A (page IV-76, Appendix A) defining the designators for SUNY, SCCC and BOCES as relocation centers. However, it has been estimated that only the BOCES relocation center is at least five miles beyond the 10-mile EPZ. The following table of estimated distances of relocation centers beyond the boundaries of the plume exposure EPZ has been derived from the map and scale on Figure 9 of Appendix A.

	<u>> 5 mi beyond 10 mile EPZ</u>	<u>> 10 mi beyond 10 mile EPZ</u>
• SUNY in Stony Brook	Not able to be determined	No
• Suffolk Community College	No	No
• BOCES	yes	Not able to be determined

The NUREG-0654 cross-reference should be revised to include Procedure OPIP 3.7.1 as a citation for element J.10.h.

J.10.i The projected traffic capacities of evacuation routes under emergency conditions are shown in Appendix A, Section III, Table IV, pages III-17-33. The necessary studies have been completed, and adequately satisfy NUREG-0654 requirements. A

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J.10.j	The plan and procedures call for contacting the Coast Guard and FAA and requesting cooperation of these agencies for assistance (i.e., clearance of boats from Long Island Sound, clearance of aircraft, etc.). The LERO Traffic Control Coordinator is responsible for coordinating the road logistic aspects for an evacuation and coordinating the maintenance of traffic control points for an evacuation. The locations of approximately 147 traffic control posts are specified in Appendix A, Section IV, Figure 8, pages IV-52-81.	A*
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Provisions for access control, to limit access to evacuated areas, is contained in Appendix A, Section IV, Evacuation Procedures.

*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

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J.10.k

The means for dealing with potential impediments to evacuation are addressed in Section 3.6, page 3.6-6 of the plan and Appendix A, page IV-5. Provisions for the removal of cars by tow trucks is adequate.

I*

According to page 2.2-4 of the plan, it is anticipated that snow removal will be provided by local organizations in their normal fashion during an emergency. During severe snow or an ice storm, the plan recommends selective or general sheltering until the hazard is mitigated. It is suggested that pre-emergency planning for snow removal on the evacuation routes be further developed to include administrative procedures, SOPs, etc. These procedures are recommended to insure that the snow removal strategy would coincide with any evacuation scheme that might be chosen.

The NUREG cross-reference should list Procedure OPIP 3.6.3 as a citation for element J.10.k.

*This element is inadequately addressed in the plan. In addition, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

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J.10.1

The presentation of time estimates for evacuation of various sectors in Appendix A, Table XV, page V-8 conforms with the preferred format for presenting the data and results for the following types of evacuation:

A

	<u>Conditions</u>	
	<u>Normal</u>	<u>Adverse</u>
Permanent population	x	x
Transient population	x	x
General population	x	x
Special population	x	x

The table as presented is adequate.

As recommended in Appendix 4 of NUREG-0654, the time for confirmation of evacuation should be estimated and included in Table XV of Appendix A.

J.10.m

According to page 3.1-2 and page 4.1-2, the LERO Director of Local Response, in conjunction with the Radiation Health Coordinator, formulate the protective action decisions. The plan does not specify whether LERO has accident assessment personnel who can weigh the plant's status from an operational view in developing protective action recommendations (see comment I.8). Nor are the off-site conditions (non-radiological) specifically addressed, in that the Evacuation Coordinator, who should have information regarding any off-site constraints to protective actions, is not involved in the decisions.

I

The NUREG-0654 cross-reference should be revised to include Procedure OPIP 3.6.1 as a citation for element J.10.m.

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J.11

Section 3.6, page 3.6-8 of the plan states that control of the ingestion exposure pathway EPZ will be directed by the LERO Health Services Coordinator.

I

Procedure OPIP 3.6.6 contains ingestion pathway procedures, PAGs, and agricultural resource information such as listings of dairy farms, processing plants, duck growers, hog farms, vegetable and fruit growers, potato processing plants in New York and processing plants, dairy farms in Connecticut. The inclusion of Rhode Island within the 50-mile EPZ should be reevaluated, since Rhode Island was included in a previous revision (see comment for criteria element F.1.b).

The plan is not specific for imposing protective procedures such as impoundment decontamination, processing, decay, product diversion, and preservation. There are no maps referenced for recording survey and monitoring data, key land use data, dairies, food processing plants, water sheds, etc. If LILCO has access to the State maps, this should be referenced in the plan. There are also no lists of food processing facilities located outside the 50 mile EPZ, which process food originating within the 50 mile EPZ.

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J.12	<p>Using the cross-referenced sections for this element, the number of decontamination kits available, and their place of storage at each location could not be located in the plan.</p> <p>Based on a review of the equipment inventory listed in the plan, it is questionable whether the number of potential relocatees could be monitored within 12 hours.</p> <p>Neither Section 5.5 of Procedure OPIP 4.2.1, page 3 of 14, nor Section 5.0 of Procedure OPIP 3.9.2 describe the means for evacuee registration prior to monitoring. The procedures should describe clearly understood measures which, to the greatest extent practicable, minimize the likelihood for potentially contaminated persons to gain access to a relocation center where evacuees are to be housed, fed and cared for.</p> <p>Although Procedure OPIP 3.9.2 adequately covers the monitoring and decontamination of evacuees, more information is needed on the Red Cross responsibilities and procedures at the centers. There are no registration forms (other than exposure) supplied with the plan. There should be procedures for completing registration forms for non-contaminated individuals. The procedures should also specify where evacuee monitoring records will ultimately be maintained. Also, the available equipment shown for monitoring evacuees may not be sufficient to meet the 12-hour time limit within which all evacuees arriving at relocation centers must be monitored.</p>	I

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J.12
Cont. The NUREG-0654 cross-reference should be revised to include Procedure 4.2.1 as a citation for element J.12.

K. Radiological Exposure Control

K.3.a Page 3.9-2 of the plan states that all emergency response personnel will be issued self-reading pocket dosimeters and TLD's. The LERO Dosimetry Coordinator is responsible for maintaining exposure control records on a 24-hour per day basis. I

The plan states (page 3.9-2, line 8) that all emergency response personnel will be issued dosimeter chargers, yet the inventory lists in OPIP 5.3.1 show that insufficient numbers of chargers are available. Also page 4.4-1, line 39, states that dosimeter chargers will be kept at each emergency worker staging area and wherever emergency workers receive dosimetry equipment. This is inconsistent with the statement that all emergency response personnel will be issued dosimeter chargers. The plan should clarify whether dosimeter chargers will be issued to each emergency worker, or whether dosimeters will be zeroed and distributed at the emergency worker staging areas. It is recommended that emergency workers should not be issued dosimeter chargers because it is possible that they could recharge their dosimeters in the field, thereby obviating the purpose of these instruments in recording cumulative exposure.

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K.3.b

Page 3.9-2 of the plan states that emergency workers inside affected areas are instructed to take dosimeter readings at 15 minute intervals. Emergency Worker Daily Dose and Permanent Dose Record forms are contained in Section 3.9 and also in Procedure QPIP 3.9.1. Section 3.9.A, page 3.9-3 of the plan states that emergency worker dose records will be maintained at the local EOC.

A

K.4

The LILCO Transition Plan (Rev. 3) provides for emergency workers to be trained to inform their immediate supervisor if the reading on their low range dosimeter goes beyond the 200 mR that it will register. Pages 3.9-2 and 3 of the plan state that the Director of Local Response, as advised by the Radiation Health Coordinator, is responsible for authorizing exposures in excess of the EPA General Public PAGs.

A

Page 3.9-3 lines 18-19 give an exposure guideline for hands and forearms of 200 R for lifesaving activities. This should be omitted, since such exposures apply to on-site rather than offsite environmental exposures.

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K.5.a Tables 3.9.1 and 3.9.2 specify action levels for determining the need for decontamination.

I

While Table 3.9.1 gives maximum acceptable contamination levels, there are several concerns with this table. "Probe shield open" readings in mr/hr have no value due to differences in beta energy and the efficiency of the probe. For all open window readings, CPM should be used, rather than mr/hr. The listings in Table 3.9.1 for skin, hair, clothing and vehicles are reasonable. However, the data in Procedure OPIP 3.9.2 do not correspond to these values.

The threshold for decontamination in Table 3.9.1, and the values for release shown in Table 3.9.2 do not agree. Table 3.9.2 gives the NRC surface contamination levels for decommissioning nuclear power plants, which are too low for practical application under emergency conditions.

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K.5.b

Page 3.9-4, line 45 and page 4.3-2, line 5 of the plan and Procedure OPIP 3.9.2 (Section 5.8.1-C) state that any emergency worker with thyroid contamination resulting in readings in excess of .13 mR or 150 CPM, will be sent to a designated hospital for further medical treatment. Page 4.3-2 uses .13 mR/hr. as the lower limit. Procedure OPIP 3.9.2 has been changed to 120 CPM in Revision 3. The correct number should be identified and used consistently. The HP 270 probe identified in Procedure OPIP 3.9.2, Section 5.5.1a is unable to detect alpha activity.

I

The decontamination techniques described in Procedure OPIP 3.9.2 are adequate. However, radiological decontamination equipment, supplies, and storage and disposal capability for contaminated waste associated with the decontamination process could not be located in the plan or procedures. Monitoring equipment including lists of supplies used for decontamination at the decontamination centers should be itemized, as well as quantities available.

No indication of first aid administration or available kits could be found in the plan or procedures.

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<u>NUREG-0654</u> <u>Element</u>	<u>Review Comment(s)</u>	<u>Rating</u>
L.	<u>Medical and Public Health Support</u>	
L.1	<p>The plan (pages 2.2-2 and 3.7-2) identifies University Hospital in Stony Brook, New York and Central Suffolk Hospital in West Islip, New York as having the capability for handling injured, contaminated patients.</p> <p>The capability/expertise of medical facilities and personnel at Stony Brook Hospital and Central Suffolk Hospital that will be used to evaluate radiation uptakes and exposures should be described. No indication that personnel from these hospitals are prepared to handle contaminated individuals could be found in the plan.</p>	I
L.3	<p>Procedure OPIP 4.2.2 contains a list of hospitals capable of treating contaminated injured individuals; however, the listing does not include their capacity and any special radiological capabilities.</p> <p>Procedure OPIP 4.2.2, although referenced in the NUREG cross-reference, is not referenced in section 3.7, <u>Medical and Public Health Support</u> of the plan. Procedure OPIP 4.2.2 should be referred to in Section 3.7, to ensure that the LERO Health Services Coordinator and staff are aware of these additional resources in the event they are needed.</p>	I

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L.4

Page 3.7-1 of the plan states that the LERO Ambulance Coordinator will coordinate the services of trained emergency medical technicians, ambulances and rescue vehicles.

A

The plan is adequate in addressing this element provided that the list of ambulance companies with which LERO has letters of intent supported by finalized contracts will be contained in Procedure OPIP 4.2.2.

The NUREG-0654 cross-reference should be revised to include Procedure OPIP 4.2.2 as a citation for element L.4.

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M. Recovery and Reentry Planning and Postaccident Operations

M.1 Section 3.10, pages 3.10-1 and 2 and Section 3.11, pages 3.11-1 and 2 of the plan and Procedure OPIP 3.10.1 discuss Re-entry and Recovery. Procedure OPIP 3.10.1 provides for participation of the following agencies/organizations on the Recovery Action Committee if they are available:

I

- FEMA representative
- DOE representative
- State representative
- County representative

Attachment 3.10.1 and Section 3.10 (Recovery/Re-entry) give no consideration to plant conditions, such as the probability of additional significant releases, continuing or intermittent low level releases, etc. Attachment 3.10.1 refers to acceptable levels for unrestricted release of property during a decommissioning of a facility (per Reg-Guide 1.86) and are not related to recovery from an emergency. Procedure OPIP 3.10.1 notes that the plant must be stable, no significant releases occurring, etc. as precautions for entering Recovery. However, there is no indication of who determines whether these conditions have been satisfied. Consequently, Recovery/Re-entry Procedures 3.10.1 are based upon incomplete considerations. An evacuation is not necessarily a prerequisite for recovery. Due to time constraints, sheltering may have to be implemented rather than evacuation.

It should be indicated in Section 3.11 that post-emergency phase activities are a responsibility of EPA as per the FRMAP.

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M.3

The LERO Director of Local Response is responsible for instructing all Recovery Action Committee coordinators to notify members of the response organization when recovery operations have been initiated (see Procedure OPIP 3.10.1, Sections 5.3.4 and 5.3.6).

A

M.4

The referenced section of the plan provides for the completion of radiation field surveys to determine whether contamination levels in an evacuated area are within acceptable limits for reentry of the public into formerly contaminated areas.

I

No "method" for estimating total population exposure could be found on page 3.10-2 of the plan which is cross-referenced for this element. The plan should establish a method for estimating total population exposure, not merely state that an organization will be established for this purpose.

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N.

Exercises and Drills

N.1.a

The referenced section of the plan describes the purpose, scope, frequency and procedures for exercises. The plan states that an exercise shall simulate an emergency that results in offsite radiological releases which would require the overall emergency response capabilities of SNPS, FEMA and LERO.

A*

The following revisions should also be made to portions of the plan dealing with exercises:

- Accident Assessment and Evaluation, and Emergency Response Facilities, should be added to the list on page 5.2-3, B, lines 22-36, of capabilities to be tested in exercises.
- FEMA should be deleted from line 15 on page 5.2-3 since FEMA does not test its response capability in every exercise.

*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

N.1.b

The plan contains no provision for the mobilization of State and local personnel and resources in order to verify responses during exercises. However, the plan does establish the means for mobilizing LERO personnel and resources that would be adequate to verify the capability to respond to an accident scenario requiring response.

A*

*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

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N.2.a The plan adequately addresses the testing of communications systems with the following: A

- Federal emergency response organizations and states within the ingestion pathway - quarterly,
- The nuclear facility (SNPS) - annually,
- The State and local (LERO) EOCs - annually
- Local (LERO) radiological monitoring team - annually

The plan provides for drills of communication with the state and local EOCs.

The NUREG-0654 cross-reference should be revised to include Procedure OPIP 3.4.1 as a citation for element N.2.a.

N.2.c Page 5.2-2a of the plan and Procedure 5.1.1, Section 5.2.2.1.c adequately provide for a Medical Drill to be conducted annually in conjunction with the annual exercise. A

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N.2.d The referenced section of the plan provides for radiological monitoring drills. A

The plan is adequate in addressing this element provided that it is clarified in the plan whether DOE-RAP personnel will participate in the radiological monitoring exercises. This clarification is requested since the letter of agreement between DOE and LILCO limits DOE radiological assistance to "advice and emergency action essential for the control of immediate hazards to health and safety" (i.e., in an actual emergency) - see Appendix B, page APP-B-1.

N.2.e.(1) Page 5.2-2 of the plan and Procedure OPIP 5.1.1, Section 5.2.2.1.d. adequately provide for health physics drills to be conducted semi-annually. A

N.3.a-f The referenced section of the plan adequately provides for exercise scenarios to include the following: A

- The basic objectives;
- The date(s), time period, place(s) and participating organizations;
- The simulated events;
- A time schedule for real and simulated initiating events;
- A narrative summary describing the conduct of exercises or drills;
- Arrangements for scenario material to be provided to official observers.

Provisions for, and the use of, protective clothing should be added to Section 5.2 page 5.2-1, line 12.

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N.5
Cont.

The critiques of individual members of the Regional Assistance Committee (RAC) evaluating the effectiveness of a Radiological Emergency Preparedness exercise qualify for withholding under the Freedom of Information Act pursuant to 5 U.S.C. 552(b)(5).

According to policy guidance from the Department of Justice, the purpose of the (b)(5) exemption is to assure:

presidents, agency heads, and other decisionmakers that they can safely welcome a full spectrum of candid expressions from their staffs and/or peers, because they will be free to accept or reject all such input on its apparent intrinsic merit, not on whether a particular staff memorandum may make the official's action look better or worse, especially if the action is controversial or later proves unsuccessful....

Federal Observers should be deleted from Section 5.2.6.5 of Procedure OPIP 5.1.1. However, the statement should be added to Procedure OPIP 5.1.1 to read that Federal comments for the exercise are provided by FEMA in the post-exercise assessment which summarizes the evaluation of the Federal Observers.

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|-------|---|---|
| O. | <u>Radiological Emergency Response Training</u> | A |
| O.1 | <p>Section 5.1, pages 5.1-3 through 5.1-5 of the plan and the LERO Training Matrix (Figure 5.1.1) provide emergency response training for LERO personnel through a training program consisting of 21 modules. Radiological emergency response training is included. Also, tapping the Federal sector, LILCO would avail itself of approximately 12 courses, some given by FEMA, some by NRC, and some by EPA. The Red Cross would also be utilized, providing six training courses.</p> <p>Procedure OPIP 5.1.1, Section 5.1.5 provides that the records maintained by LILCO will show the names and emergency position of individuals trained, the instructor's name, and the dates on which they received training.</p> | A |
| O.1.b | <p>Procedure OPIP 5.1.1, Section 5.1.3 states that Emergency Response Training will be offered to all members of LERO support organizations, such as the U.S. Coast Guard and ambulance personnel. Since there are no mutual aid agreements with local police and fire organizations, the procedure does not offer training for these personnel. This training should be offered to "all local law enforcement agencies and fire departments within the 10-mile EPZ," which are anticipated to carry out their normal emergency response functions during a radiological emergency at SNPS.</p> | I |

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- 0.4 The referenced section of the plan establishes a training program for emergency response personnel which is keyed to specific emergency response training topics. The following subelements of this planning criteria have been reviewed as follows:
- 0.4.a Directors or coordinators who are LILCO employees. However, clarification is needed between the plan and LERO Training Matrix on identification and content of Module 15. A
- 0.4.b No provision has been included for training of Radiological Health Managers, nor for anyone in LERO, to evaluate the implication of plant conditions in protective action recommendations. I
- 0.4.c Radiological monitoring teams and radiological analysis personnel A
- 0.4.d Police, security and fire fighting personnel are to be filled by personnel with whom LILCO/LERO does not have a mutual aid agreement supported by a letter of agreement. I
- 0.4.f First aid and rescue personnel A
- 0.4.g Local support services personnel A
- 0.4.h Medical support personnel A
- 0.4.j Personnel responsible for transmission of emergency information and instructions. A
- 0.5 Except as noted above for specific functions, Chapter 5, Section 5.1 of the plan, Training, states that LILCO will provide for periodic retraining on at least an annual basis for personnel with emergency response responsibilities. A

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P. Responsibility for the Planning Effort

P.1 The referenced section of the plan and implementing procedures provide for the training of LERO personnel who are responsible for the planning effort. A*

P.2 The LILCO Emergency Planning Coordinator (EPC) is responsible for the administration of the LILCO Transition Plan (all revisions). A*

P.3 The LILCO EPC is responsible for conducting an annual review and update of the LILCO Transition Plan including procedures and letters of agreement. A*

P.4 The LILCO EPC is responsible for incorporating plan and procedure changes resulting from exercises and assigning the responsibility for implementing corrective actions. A*

As noted above, various agreements necessary to implement the LILCO Transition Plan are not included at this time. The plan is adequate in addressing this element provided that the agreements necessary to implement the LILCO Transition Plan are included in the plan and updated annually.

*These elements are adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

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P.5	The LILCO EPC is responsible for distributing the LILCO Transition Plan and approved changes to the organizations and appropriate individuals responsible for their implementation. Pages for revisions 1, 2 and 3 do not carry revision dates. Effective revision dates should be added to all pages as they are changed.	A*
P.6	Section 1.4, pages 1.4-1 and 1.4-2, and attachment 1.4.2, contain the required list of supporting documents.	A
P.7	Appendix C to the plan lists by title, the procedures required to implement the plan. References to the following procedures could not be located in the narrative sections of the plan. ● 1.1.1 Offsite Preparedness Implementation Procedure Development ● 3.6.4 Bus Routes ● 3.6.5 Special Evacuations ● 3.7.1 Public Health Support ● 4.1.2 EOC Documentation and Record Keeping ● 4.2.1 Relocation Center Operations	A

*This element is adequately addressed in the plan. However, concerns pertaining to LERO's legal authority to implement the plan were identified by the RAC during this review (see Attachment 2, Legal Concerns for details).

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P.8

The plan contains a specific Table of Contents, and is cross-referenced to NUREG-0654 criteria. However, the cross-reference should be revised to include the citations that are not indexed as noted in the above comments. Also, the applicability of the following references to the NUREG-0654 criteria elements listed below should be clarified, or these references should be deleted from the NUREG-0654 cross-reference submitted with the plan.

I

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Reference Cited in Plan

C.2.a
 J.10.h
 J.10.j

Section 3.11 - attachment 3.11.1
 Appendix A - Fig. 9 Zone A
 Procedure OPIP 3.3.2

P.10.

Section 5.4, page 5.4-2 of the plan states that the telephone number lists will be updated on a quarterly basis, and more frequently, if necessary. Also, Procedure OPIP 5.4-1, Section 5.4.4 calls for telephone numbers in emergency procedures to be updated quarterly.

A

APPENDIX 2

CONCERNS PERTAINING TO LERO'S LEGAL AUTHORITY IDENTIFIED DURING
RAC REVIEW OF LILCO TRANSITION PLAN FOR SHOREHAM - REVISION 3

February 10, 1984

Below, are the legal concerns identified during the RAC review of the LILCO Transition Plan for Shoreham - Revision 3. For easy reference, each NUREG-0654 element affected by the legal concern(s) is restated, followed by the RAC comments.

- A.1.a. Each plan shall identify the States, local, Federal and private sector organizations (including utilities), that are intended to be part of the overall response organization for Emergency Planning Zones. (See Appendix 5).

With neither State nor local support or participation in the emergency planning process, the following legal authority concerns have been identified:

- command and control responsibilities
- coordination with local and State authorities including law enforcement agencies and fire departments
- coordination with contiguous State and local governments
- LERO's ability to seek a declaration of a State of emergency and to request State and Federal assistance
- arrangements for agreements with emergency response organizations and/or individuals
- responsibility for alerting and notification of the public

- A.1.d. Each organization shall identify a specific individual by title who shall be in charge of the emergency response.

The plan assigns responsibility for "protecting the health and safety of residents and transients within the Emergency Planning Zones (EPZs) defined in this plan" (page 2.1-1, lines 37-41), to the LERO Director of Local Response. At this time, LERO Director of Local Response has the responsibility for "decision making and strategic controls", and responsibility to "decide upon the major responses to be made" (see page 3.1-1, lines 15-17). The concern is whether or not LERO has the authority to implement decisions that are made.

- A.2.a. Each organization shall specify the functions and responsibilities for major elements and key individuals by title, of emergency response, including the following: Command and Control, Alerting and Notification, Communications, Public Information, Accident Assessment, Public Health and Sanitation, Social Services, Fire and Rescue, Traffic Control, Emergency Medical Services, Law Enforcement, Transportation, Protective Response (including authority to request Federal assistance and to initiate other protective actions), and Radiological Exposure Control. The description of these functions shall include a clear and concise summary such as a table of primary and support responsibilities using the agency as one axis, and the function as the other. (See Section B for license).

- A.2.b. Each plan shall contain (by reference to specific acts, codes or statutes) the legal basis for such authorities.

Attachment 1.4.1 in the Plan refers to legal authority under 10 CFR 50.47 (c)(1).

The utility has developed LERO, comprised of utility, Federal and private individuals. If New York State and Suffolk County implement an emergency plan, LERO would follow their lead (see Section 1.4, pages 1.4-1, 1.4.2; also, Attachments 1.4.1 and 1.4.2). The authority of LERO to implement this plan under NRC codes and regulations and New York State Executive Law, as well as the issue of LERO's police power authority, has not been resolved.

- A.3. Each plan shall include written agreements referring to the concept of operations developed between Federal, State, and local agencies and other support organizations having an emergency response role within the Emergency Planning Zones. The agreements shall identify the emergency measures to be provided and the mutually acceptable criteria for their implementation, and specify the arrangements for exchange of information. These agreements may be provided in an appendix to the plan or the plan itself may contain descriptions of these matters and a signature page in the plan may serve to verify the agreements. The signature page format is appropriate for organizations where response functions are covered by laws, regulations or executive orders where separate written agreements are not necessary.

During the RAC review, the following legal concerns were identified:

- * LERO's authority to enter into agreements and/or contracts with emergency response organizations identified in the plan
- * No signature page format nor reference(s) to laws, regulations or executive orders requesting response by local agencies specified in the plan could be found

- C.1. The Federal government maintains in-depth capability to assist licensees, States and local governments through the Federal Radiological Monitoring and Assessment Plan (formerly Radiological Assistance Plan (RAP) and Interagency Radiological Assistance Plan (IRAP). Each State and licensee shall make provisions for incorporating the Federal response capability into its operation plan, including the following:
- a. specific persons by title authorized to request Federal assistance, see A.1.d., A.2.a.

The plan provides for the LERO Director of local response to "Request the Governor to ask the President to declare an Emergency or Disaster". The legal basis for this procedure has not been identified in the plan.

- C.4. Each organization shall identify nuclear and other facilities, organizations or individuals which can be relied upon in an emergency to provide assistance. Such assistance shall be identified and supported by appropriate letters of agreement. For Comments - See A.3.

- E.5 State and local government organizations shall establish a system for disseminating to the public appropriate information contained in initial and followup messages received from the licensee including the appropriate notification to appropriate broadcast media, e.g., the Emergency Broadcast System (EBS).

LERO has established a network of Long Island radio stations for disseminating emergency information to the public. LERO's authority to disseminate emergency information to the public without the involvement of State and/or local government officials remains a concern.

- E.6. Each organization shall establish administrative and physical means, and the time required for notifying and providing prompt instructions to the public within the plume exposure pathway Emergency Planning Zone. (See Appendix 3.) It shall be the licensee's responsibility to demonstrate that such means exist, regardless of who implements this requirement. It shall be the responsibility of the State and local governments to activate such a system.

The official EBS system authorized by the Federal Communication Commission (FCC) is used by government officials to disseminate emergency information to the public. LERO's legal authority to activate the alert and notification system without State and/or local government participation remains a concern.

- F.3. Each organization shall conduct periodic testing of the entire emergency communications system (see evaluation criteria H.10, N.2.a and Appendix 3).

No statement that State and local governments will participate in communication drills with LERO could be located in the plan.

- G.3.a. Each principal organization shall designate the points of contact and physical locations for use by news media during an emergency.

The plan does not specify the level of involvement by State and local officials in the development and/or review of EBS and news releases (see comment E.5).

- H.4. Each organization shall provide for timely activation and staffing of the facilities and centers described in the plan.

Without a State Site Specific Plan for the SNPS, there are no procedures specified for the activation and staffing of the State EOC in the event of a radiological emergency at the Shoreham site. Therefore, provision for the notification and mobilization of personnel to coordinate the State's interface with the LERO response remains a concern.

J.10.a. Maps showing evacuation routes, evacuation areas, preselected radiological sampling and monitoring points, relocation centers in host areas, and shelter areas; (identification of radiological sampling and monitoring points shall include the designators in Table J-1 or an equivalent uniform system described in the plan);

The Evacuation Plan (Appendix A Section I - Preface pages I-1 to I-2) is made up of two plans - a study performed by Suffolk County as part of an agreement with LILCO (9/21/81), and a study performed by KLD Associates under an agreement with LILCO to develop an evacuation plan (12/30/81). LILCO has integrated the two studies into Appendix A.

Since Suffolk County is not participating in the offsite emergency planning process, are the data developed by Suffolk County under contractual agreement on emergency response planning executed in 1981, still applicable.

J.10.c. Means for notifying all segments of the transient and resident population;

As noted in analysis comments E.5 and E.6, LERO's legal authority to activate the alert and notification system and to disseminate emergency information to the public without the involvement of the State and/or local government remains a concern.

J.10.f. State and local organizations' plans should include the method by which decisions by the State Health Department for administering radioprotective drugs to the general population are made during an emergency and the predetermined conditions under which such drugs may be used by offsite emergency workers;

The authority of the Health Services Coordinator to authorize the use of KI for other LERO emergency workers who are not LILCO employees is of concern, since the "State Health Department" would not be involved in the decision-making regarding use of KI by emergency workers.

J.10.j. The organization's plans to implement protective measures for the plume exposure pathway shall include:

Control of access to evacuated areas and organization responsibilities for such control;

Since the staff assigned to Traffic Control are LILCO employees, the ability to accomplish this effort under the authority of 10 CFR 50.47 remains a concern.

Assigning access control duties to LILCO employees including:

- setting-up and controlling roadblocks
- dealing with evacuation etc., remains a concern

J.10.k. Identification of and means for dealing with potential impediments (e.g., seasonal impassability of roads) to use of evacuation routes, and contingency measures;

According to page 2.2-4 of the plan, it is anticipated that snow removal will be provided by local organizations in their normal fashion during an emergency.

LERO's coordination with local agencies responsible for snow removal needs to be addressed to ensure that snow removal is in accordance with the evacuation scheme in case of a radiological emergency. In addition, LERO's authority to remove impediments to evacuation remains a concern.

N.1.a. An exercise is an event that tests the integrated capability and a major portion of the basic elements existing within emergency preparedness plans and organizations. The emergency preparedness exercise shall simulate an emergency that results in offsite radiological releases which would require response by offsite authorities. Exercises shall be conducted as set forth in NRC and FEMA rules.

Since New York State and Suffolk County are not participating in the planning process, the testing of integrated capability of the offsite authority(s) remains a concern.

N.1.b. An exercise shall include mobilization of State and local personnel and resources adequate to verify the capability to respond to an accident scenario requiring response. The organization shall provide a critique of the annual exercise by Federal and State observers/evaluators. The scenario should be varied from year to year such that all major elements of the plans and preparedness organizations are tested within a five-year period. Each organization should make provisions to start an exercise between 6:00 p.m. and midnight, and another between midnight and 6:00 a.m. once every six years. Exercises should be conducted under various weather conditions. Some exercises should be unannounced.

Since New York State and Suffolk County are not participating in the planning process, mobilization of their personnel and resources during an exercise remains a concern.

- P.1. Each organization shall provide for the training of individuals responsible for the planning effort.
- P.2. Each organization shall identify by title the individual with the overall authority and responsibility for radiological emergency response planning.

- P.3. Each organization shall designate an Emergency Planning Coordinator with responsibility for the development and updating of emergency plans and coordination of these plans with other response organizations.
- P.4. Each organization shall update its plan and agreements as needed, review and certify it to be current on an annual basis. The update shall take into account changes identified by drills and exercises.
- P.5. The emergency response plans and approved changes to the plans shall be forwarded to all organizations and appropriate individuals with responsibility for implementation of the plans. Revised pages shall be dated and marked to show where changes have been made.

NUREG-0654 mandates an integrated approach to the development of offsite radiological emergency plans by States, localities, and licensees.

Since New York State and Suffolk County are not participating in the development, updating of and training for a radiological emergency plan for Shoreham, the lack of an integrated approach to offsite radiological emergency preparedness remains a concern.

ATTACHMENT 2

CONCERNS PERTAINING TO LERO'S LEGAL AUTHORITY IDENTIFIED DURING
RAC REVIEW OF LILCO TRANSITION PLAN FOR SHOREHAM - REVISION 3

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Below, are the legal concerns identified during the RAC review of the LILCO Transition Plan for Shoreham - Revision 3. For easy reference, each NUREG-0654 element affected by the legal concern(s) is restated, followed by the RAC comments.

- A.1.a. Each plan shall identify the States, local, Federal and private sector organizations (including utilities), that are intended to be part of the overall response organization for Emergency Planning Zones. (See Appendix 5).

With neither State nor local support or participation in the emergency planning process, the following legal authority concerns have been identified:

- command and control responsibilities
- coordination with local and State authorities including law enforcement agencies and fire departments
- coordination with contiguous State and local governments
- LERO's ability to seek a declaration of a State of emergency and to request State and Federal assistance
- arrangements for agreements with emergency response organizations and/or individuals
- responsibility for alerting and notification of the public

- A.1.d. Each organization shall identify a specific individual by title who shall be in charge of the emergency response.

The plan assigns responsibility for "protecting the health and safety of residents and transients within the Emergency Planning Zones (EPZs) defined in this plan" (page 2.1-1, lines 37-41), to the LERO Director of Local Response. At this time, LERO Director of Local Response has the responsibility for "decision making and strategic controls", and responsibility to "decide upon the major responses to be made" (see page 3.1-1, lines 15-17). The concern is whether or not LERO has the authority to implement decisions that are made.

- A.2.a. Each organization shall specify the functions and responsibilities for major elements and key individuals by title, of emergency response, including the following: Command and Control, Alerting and Notification, Communications, Public Information, Accident Assessment, Public Health and Sanitation, Social Services, Fire and Rescue, Traffic Control, Emergency Medical Services, Law Enforcement, Transportation, Protective Response (including authority to request Federal assistance and to initiate other protective actions), and Radiological Exposure Control. The description of these functions shall include a clear and concise summary such as a table of primary and support responsibilities using the agency as one axis, and the function as the other. (See Section B for licensee).

For Comments, See A.1.a.

- A.2.b. Each plan shall contain (by reference to specific acts, codes or statutes) the legal basis for such authorities.

Attachment 1.4.1 in the Plan refers to legal authority under 10 CFR 50.47 (c)(1).

The utility has developed LERO, comprised of utility, Federal and private individuals. If New York State and Suffolk County implement an emergency plan, LERO would follow their lead (see Section 1.4, pages 1.4-1, 1.4.2; also, Attachments 1.4.1 and 1.4.2). The authority of LERO to implement this plan under NRC codes and regulations and New York State Executive Law, as well as the issue of LERO's police power authority, has not been resolved.

- A.3. Each plan shall include written agreements referring to the concept of operations developed between Federal, State, and local agencies and other support organizations having an emergency response role within the Emergency Planning Zones. The agreements shall identify the emergency measures to be provided and the mutually acceptable criteria for their implementation, and specify the arrangements for exchange of information. These agreements may be provided in an appendix to the plan or the plan itself may contain descriptions of these matters and a signature page in the plan may serve to verify the agreements. The signature page format is appropriate for organizations where response functions are covered by laws, regulations or executive orders where separate written agreements are not necessary.

During the RAC review, the following legal concerns were identified:

- LERO's authority to enter into agreements and/or contracts with emergency response organizations identified in the plan
- No signature page format nor reference(s) to laws, regulations or executive orders requesting response by local agencies specified in the plan could be found

- C.1. The Federal government maintains in-depth capability to assist licensees, States and local governments through the Federal Radiological Monitoring and Assessment Plan (formerly Radiological Assistance Plan (RAP) and Interagency Radiological Assistance Plan (IRAP). Each State and licensee shall make provisions for incorporating the Federal response capability into its operation plan, including the following:
- a. specific persons by title authorized to request Federal assistance, see A.1.d., A.2.a.

The plan provides for the LERO Director of local response to "Request the Governor to ask the President to declare an Emergency or Disaster". The legal basis for this procedure has not been identified in the plan.

- C.4. Each organization shall identify nuclear and other facilities, organizations or individuals which can be relied upon in an emergency to provide assistance. Such assistance shall be identified and supported by appropriate letters of agreement. For Comments - See A.3.

- E.5 State and local government organizations shall establish a system for disseminating to the public appropriate information contained in initial and followup messages received from the licensee including the appropriate notification to appropriate broadcast media, e.g., the Emergency Broadcast System (EBS).

LERO has established a network of Long Island radio stations for disseminating emergency information to the public. LERO's authority to disseminate emergency information to the public without the involvement of State and/or local government officials remains a concern.

- E.6. Each organization shall establish administrative and physical means, and the time required for notifying and providing prompt instructions to the public within the plume exposure pathway Emergency Planning Zone. (See Appendix 3.) It shall be the licensee's responsibility to demonstrate that such means exist, regardless of who implements this requirement. It shall be the responsibility of the State and local governments to activate such a system.

The official EBS system authorized by the Federal Communication Commission (FCC) is used by government officials to disseminate emergency information to the public. LERO's legal authority to activate the alert and notification system without State and/or local government participation remains a concern.

- F.3. Each organization shall conduct periodic testing of the entire emergency communications system (see evaluation criteria H.10, N.2.a and Appendix 3).

No statement that State and local governments will participate in communication drills with LERO could be located in the plan.

- G.3.a. Each principal organization shall designate the points of contact and physical locations for use by news media during an emergency.

The plan does not specify the level of involvement by State and local officials in the development and/or review of EBS and news releases (see comment E.5).

- H.4. Each organization shall provide for timely activation and staffing of the facilities and centers described in the plan.

Without a State Site Specific Plan for the SNPS, there are no procedures specified for the activation and staffing of the State EDC in the event of a radiological emergency at the Shoreham site. Therefore, provision for the notification and mobilization of personnel to coordinate the State's interface with the LERO response remains a concern.

J.10.a. Maps showing evacuation routes, evacuation areas, preselected radiological sampling and monitoring points, relocation centers in host areas, and shelter areas; (identification of radiological sampling and monitoring points shall include the designators in Table J-1 or an equivalent uniform system described in the plan);

The Evacuation Plan (Appendix A Section I - Preface pages I-1 to I-2) is made up of two plans -- a study performed by Suffolk County as part of an agreement with LILCO (9/21/81), and a study performed by KLD Associates under an agreement with LILCO to develop an evacuation plan (12/30/81). LILCO has integrated the two studies into Appendix A.

Since Suffolk County is not participating in the offsite emergency planning process, are the data developed by Suffolk County under contractual agreement on emergency response planning executed in 1981, still applicable.

J.10.c. Means for notifying all segments of the transient and resident population;

As noted in analysis comments E.5 and E.6, LERO's legal authority to activate the alert and notification system and to disseminate emergency information to the public without the involvement of the State and/or local government remains a concern.

J.10.f. State and local organizations' plans should include the method by which decisions by the State Health Department for administering radioprotective drugs to the general population are made during an emergency and the predetermined conditions under which such drugs may be used by offsite emergency workers;

The authority of the Health Services Coordinator to authorize the use of KI for other LERO emergency workers who are not LILCO employees is of concern, since the "State Health Department" would not be involved in the decision-making regarding use of KI by emergency workers.

J.10.j. The organization's plans to implement protective measures for the plume exposure pathway shall include:

Control of access to evacuated areas and organization responsibilities for such control;

Since the staff assigned to Traffic Control are LILCO employees, the ability to accomplish this effort under the authority of 10 CFR 50.47 remains a concern.

Assigning access control duties to LILCO employees including:

- * setting-up and controlling roadblocks
- * dealing with evacuation etc., remains a concern

J.10.k. Identification of and means for dealing with potential impediments (e.g., seasonal impassability of roads) to use of evacuation routes, and contingency measures;

According to page 2.2-4 of the plan, it is anticipated that snow removal will be provided by local organizations in their normal fashion during an emergency.

LERO's coordination with local agencies responsible for snow removal needs to be addressed to ensure that snow removal is in accordance with the evacuation scheme in case of a radiological emergency. In addition, LERO's authority to remove impediments to evacuation remains a concern.

N.1.a. An exercise is an event that tests the integrated capability and a major portion of the basic elements existing within emergency preparedness plans and organizations. The emergency preparedness exercise shall simulate an emergency that results in offsite radiological releases which would require response by offsite authorities. Exercises shall be conducted as set forth in NRC and FEMA rules.

Since New York State and Suffolk County are not participating in the planning process, the testing of integrated capability of the offsite authority(s) remains a concern.

N.1.b. An exercise shall include mobilization of State and local personnel and resources adequate to verify the capability to respond to an accident scenario requiring response. The organization shall provide a critique of the annual exercise by Federal and State observers/evaluators. The scenario should be varied from year to year such that all major elements of the plans and preparedness organizations are tested within a five-year period. Each organization should make provisions to start an exercise between 6:00 p.m. and midnight, and another between midnight and 6:00 a.m. once every six years. Exercises should be conducted under various weather conditions. Some exercises should be unannounced.

Since New York State and Suffolk County are not participating in the planning process, mobilization of their personnel and resources during an exercise remains a concern.

P.1. Each organization shall provide for the training of individuals responsible for the planning effort.

P.2. Each organization shall identify by title the individual with the overall authority and responsibility for radiological emergency response planning.

- P.3. Each organization shall designate an Emergency Planning Coordinator with responsibility for the development and updating of emergency plans and coordination of these plans with other response organizations.
- P.4. Each organization shall update its plan and agreements as needed, review and certify it to be current on an annual basis. The update shall take into account changes identified by drills and exercises.
- P.5. The emergency response plans and approved changes to the plans shall be forwarded to all organizations and appropriate individuals with responsibility for implementation of the plans. Revised pages shall be dated and marked to show where changes have been made.

NUREG-0654 mandates an integrated approach to the development of offsite radiological emergency plans by States, localities, and licensees.

Since New York State and Suffolk County are not participating in the development, updating of and training for a radiological emergency plan for Shoreham, the lack of an integrated approach to offsite radiological emergency preparedness remains a concern.

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JUDGE LAURENSEN: Are you finished, Mr. Glass?

MR. GLASS: Yes, I am.

JUDGE LAURENSEN: Before we begin the cross-examination of the panel, I think this might be an appropriate time to take our luncheon recess. We have all worked so hard this morning.

(Laughter.)

We will take the luncheon recess. We will reconvene at 2 o'clock.

(The luncheon recess is taken at 12:20 p.m., to reconvene at 2 o'clock p.m., this same day.)

end #8

Reb flws

AFTERNOON SESSION

(2:03 p.m.)

1 JUDGE LAURENSEN: We are back on the record.

2
3 By the agreement of the parties, the first
4
5 round of cross-examination of this panel of witnesses
6 will be done by the county.

7 Mr. Miller?

8 MR. MILLER: Judge Laurenson, just for the
9 record, let me state how the county intends to proceed.
10 I am going to cross-examine the FEMA witnesses on a
11 number of the contentions that will be litigated this week.
12 I can tell the Board which contentions, if they would like
13 to know.

14 Mr. McMurray will then take the remaining
15 contentions.

16 It is the county's intent, if necessary at
17 the end of the FEMA panel, to come back and ask questions,
18 background questions, essentially regarding the RAC process
19 and some involvement by these gentlemen in that process.
20 I would handle those questions, if the county found it
21 necessary to come back to that line of inquiry.

22 We are hoping, frankly, that by starting with
23 the contentions and going through the contentions and our
24 questions on the specific contentions that the RAC process
25 and how it worked will evolve, and we will not have to come

1 back to the general background type of questions which I am
2 referring to now. But it could be that I will come back,
3 following Mr. McMurray in the cross-examination.

4 JUDGE LAURENSEN: Have all the parties agreed
5 to this procedure of dividing the cross-examination?

6 MS. MC CLESKEY: LILCO has no objection to it.

7 MR. GLASS: FEMA has no objection, but we would
8 like to know the breakdown at this time.

9 MR. MILLER: The breakdown, Judge Laurenson,
10 I am going to be handling contentions 20, 24, 26
11 through 34, 55 through 59, and 68 through 71.

12 Roughly broken down, that would constitute
13 communications issues, the letters of agreement issue, and
14 the school issues.

XXXXXXXXXX

15 CROSS-EXAMINATION

16 BY MR. MILLER:

17 Q Gentlemen, would you please turn to page 9 of
18 your testimony which discusses contention 20. I am going
19 to address my questions, unless otherwise stated, to the
20 entire FEMA panel. I have no particular reason to ask
21 any individual on the panel a specific question in most
22 cases. The panel can handle this as it sees fit, but
23 perhaps maybe there would be a spokesman for the panel, and
24 maybe that would be Mr. Kowieski or Mr. McIntire. And then
25 if anyone else on the panel would have a different or

1 an additional comment to make, certainly they should feel
2 free to do so.

3 Could you tell me, gentlemen, why it is
4 the changes were made to contention 20, the changes
5 referenced by Mr. Baldwin earlier today?

6 A (Witness Kowieski) Our initial testimony
7 was based on information available at the time we prepared
8 our testimony at RAC plan review. Later on I requested
9 from FEMA public information officer to investigate
10 this matter further.

11 Mary Ann Jackson, FEMA Public Information Officer,
12 contacted WALK owner and general manager, Alan Beck,
13 and new director Frank Brinker (phonetic) and took place
14 on May 9, 1984, and she learned -- she compiled additional
15 information which were included in our updated testimony.

16 Q Mr. Kowieski, we are going to have problems
17 with the sound system. I think the way we are going to
18 have to do this is, all the microphones except one will
19 have to be off. So if I am talking, I will turn mine on
20 and maybe you could turn yours off and vice versa. And
21 the microphone at the end of the table, I believe.

22 Is it fair to say then, Mr. Kowieski, that
23 the changes, all of the changes mentioned by Mr. Baldwin
24 this morning regarding contention 20 were a result of
25 a conversation between FEMA and WALK radio?

1 A That is a fair characterization.

2 Q Mr. Kowieski, it states in the testimony,
3 "The plan does not specifically address how the emergency
4 notification will be given to the population without FM
5 radios, when the AM station is off the air. However, it
6 is our understanding that WALK AM can resume broadcasting
7 in an emergency and relay stations will be equipped to
8 record the messages or to broadcast simultaneously."

9 Do you see that?

10 A Yes, sir.

11 Q Could you tell me, Mr. Kowieski, what your
12 understanding regarding WALK AM's ability to resume
13 broadcasting in an emergency is based upon?

14 A It is based on the procedure OPIP 3.82 which
15 states that in emergency situation, a relay station will
16 be equipped to record the messages and broadcast them
17 simultaneously.

18 Q Have you, Mr. Kowieski, or anyone else with
19 FEMA, discussed with WALK radio its ability to resume
20 broadcasting on its AM station?

21 A Yes, sir. As a matter of fact, Mary Ann Jackson,
22 Public Information Officer, learned that -- if I may quote
23 from the letter, "In emergency situation, FCC license
24 regulations authorize local stations to stay on the air
25 24 hours a day, provided no commercials are aired and FCC

1 is notified as to why the station stayed on the air."

2 And WALK AM manager, Alan Beck, said the station
3 has done this about once a year for such situations as a
4 major snowstorm.

5 Q Do you know, Mr. Kowieski, whether in these other
6 situations where WALK AM has stayed on the air, whether
7 WALK has done so at the request of public officials?

8 A I can only speculate, sir, that it was done
9 at the request of public officials, but I don't know.
10 Based on the information provided to me by Mary Ann Jackson,
11 based on the information available in the plan or
12 procedures, I cannot tell whether the AM station would
13 broadcast 24 hours a day.

14 Q Are you aware of any instance, Mr. Kowieski,
15 where WALK AM has broadcast after its normal broadcast
16 hours at the request of a private entity such as LILCO?

17 A I am not aware of that, sir.

18 Q Are you aware, Mr. Kowieski, of the procedures
19 to be followed by WALK radio if, indeed, it were to
20 broadcast on its AM frequency after hours?

21 A No, I am not.

22 Q Are you aware of the fact that such broadcasting
23 on the AM frequency by WALK after hours requires the prior
24 approval of station management?

25 A I presume so. But again, I would expect the

1 management would have to approve it. Again, is
2 speculation on my part.

3 Q Are you aware, Mr. Kowieski, if at this time
4 there are indeed procedures at WALK radio for such approval
5 by station management?

6 A I am not aware of such procedures.

7 A (Witness McIntire) May I add to that?

8 It is my understanding that LILCO does have a
9 letter of agreement with WALK to broadcast 24 hours a day
10 if there is an emergency.

11 Q Is that letter of agreement you are referring to,
12 Mr. McIntire, in the LILCO plan?

13 A I don't know.

14 A (Witness Kowieski) If you allow us, we will
15 verify. It is our understanding that such a letter is in
16 the plan.

17 (Pause.)

18 A (Witness McIntire) There is in the plan a letter,
19 dated July 20, 1983, to Mr. Alan Beck, signed by
20 Dr. Cordaro for the Long Island Lighting Company which
21 commits what is a letter of understanding that commits
22 them to certain things.

23 Q What is the page cite for that, Mr. McIntire?

24 A (Witness Kowieski) It is APP-B-2.

25 Q Do you see, Mr. Kowieski, the first little

1 subheading in the letter you referred to where it says
2 that WALK will work with LILCO and/or Suffolk County to
3 formalize procedures associated with both the prompt
4 notification and emergency information to be given to
5 the general public in the event of an emergency at Shoreham?

6 Do you see that?

7 A Yes, sir.

8 Q Do you know, Mr. Kowieski, if such procedures
9 have been agreed upon at this time between WALK radio
10 station and LILCO?

11 A No, I don't.

12 Q Mr. Kowieski, the last sentence in the testimony
13 for contention 20 states that the RAC review indicated
14 concerns about the use of the term "EBS."

15 Do you see that?

16 A Yes, I do.

17 Q What are these concerns?

18 A Historically -- let me rephrase this.

19 The NUREG 0654, the guidance document which
20 we use when we evaluate a plan, states that only state
21 or local government can activate EBS system.

22 Since LILCO, in its transition plan, utilized
23 term "EBS" which is being usually activated by a state
24 or local officials, government officials, elected
25 officials, we raised a concern whether the term of EBS is

1 being properly used.

2 In other words, what we suggested is that
3 another term, another term would be used instead of
4 EBS. They would develop another nomenclature, another
5 description of the emergency broadcast system other than EBS.

6 Q Mr. Kowieski, during the RAC review process,
7 there were certain assumptions made by the RAC committee,
8 and one of those assumptions regarded the question
9 of LILCO's legal authority to implement various portions
10 of the LILCO plan; is that correct?

11 A That is correct, sir.

12 Q In conducting the RAC review, was it assumed
13 that LILCO has the legal authority to activate some
14 emergency broadcast system?

15 A First of all, the assumption was made that LILCO
16 will have authority to activate the system, whatever it
17 will be called, emergency -- some kind of emergency
18 system to notify the public about emergency.

19 Q And, Mr. Kowieski, what would be the
20 consequences to the RAC review in this regard if that
21 assumption regarding LILCO's legal authority proves to be
22 invalid?

23 A If I may refer you to our portion -- the second
24 portion of the RAC review, what we call the legal concerns
25 under E5.

1 We i in the paragraph, we are
2 saying that LERO has established a network of Long Island
3 radio stations for disseminating emergency information to
4 the public.

5 LERO's authority to disseminate emergency
6 information to the public without involvement of state
7 and/or local government official remains a concern.

8 Q Mr. Kowieski, let me try again.

9 My question is, assuming that the assumption
10 made by the RAC committee -- that is, that LILCO has the
11 legal authority in this regard to activate some
12 emergency broadcast system -- assuming that assumption
13 proves to be invalid, what would be the consequences to
14 the findings of the RAC committee regarding this aspect
15 of the LILCO plan?

16 A Well, it definitely will have a serious concern
17 then whether this particular portion of the plan could
18 be executed.

19 Q Let me ask you more specifically, Mr. Kowieski,
20 on page 15 of the RAC report, NUREG Element E5 is addressed
21 and found to be adequate by the RAC committee; is that
22 correct?

23 A That is correct, sir.

24 Q And that adequate rating is asterisked because
25 there is an indication that the RAC has this legal concern

1 regarding LILCO authority; private an emergency
2 broadcast system; is that correct?

3 A That is also correct, sir.

4 Q Now, if LILCO did not have such authority,
5 isn't it the case that item E5 would be rated inadequate
6 rather than adequate?

7 MR. GLASS: Your Honor, I think we are going
8 to have a problem throughout the hearing on this because
9 we are going to be ending up with the possibility of
10 speculation as to the results of the legal authority issue.

11 MR. MILLER: Judge Laurensen, it is not a
12 matter of speculation. I am asking these witnesses an
13 opinion.

14 In fact, I would point out that Mr. Kowieski
15 stated yes and Mr. Keller nodded his head yes to the
16 question before the statement made by Mr. Glass.

17 JUDGE LAURENSEN: Let me ask first whether
18 there is any problem about Mr. Kowieski's authorization
19 to speak for FEMA on this.

20 Is that a concern, or does he have authorization
21 to answer --

22 MR. GLASS: He has authorization. I am just
23 concerned that we are not doing either an analysis of
24 revision 4 at this hearing or drawing conclusions as to
25 legal concerns at this particular hearing.

10-1-Wal

1 JUL LAURENSEN: You have presented one
2 hypothetical situation where Mr. Kowieski has said that the
3 RAC assumes certain facts to be true, and predicated its
4 findings on those facts. Mr. Miller has now asked Mr.
5 Kowieski to assume that one of those facts is not, indeed,
6 true, or that the contrary is true, and he has asked if that
7 would change the result.

8 I don't think that calls for speculation. The
9 objection is overruled, and you may answer the question.

10 WITNESS KOWIESKI: Yes, sir. To answer your
11 question, if RAC would change its ratings, the answer is
12 yes, it would change the rating from adequate provisional,
13 to inadequate.

14 BY MR. MILLER: (Continuing)

15 Q Mr. Kowieski, is it fair to say that in part the
16 testimony submitted by FEMA on Contention 20 is, indeed, based
17 on the RAC Report?

18 A Sir, it is based on the RAC report and our
19 communication -- our public information officer communication
20 with the radio station.

21 Q With respect to the RAC Report, Mr. Kowieski,
22 am I correct in assuming that the basis would be provided
23 by page 15, where element E-5 is discussed in the RAC Report?

24 A That is correct, sir.

25 Q Mr. Kowieski, on page 15 of the RAC Report, there

1 is a statement regarding the network of Long Island radio
2 stations with WALK as the entry station which, I gather,
3 forms the notification system relied upon by LILCO, is that
4 correct?

5 A That is correct, sir.

6 Q What is your understanding, Mr. Kowieski, of this
7 network of Long Island radio stations relied upon by LILCC?
8 Do you know, for example, the stations which form such
9 network?

10 A If you will allow us, before we respond, to verify
11 the Plan.

12 Q Actually, Mr. Kowieski, what are you looking for
13 in the LILCO Plan?

14 A I am looking for statement in the procedure with
15 regard to the network of radio stations on Long Island.
16 The Plan does not identify all the radio stations, the network
17 of the radio stations on Long Island.

18 However, Appendix B contains letters of agreement
19 for several radio stations, including WDLI Radio, WCTO, WGSN
20 radio station.

21 Q To your knowledge, Mr. Kowieski, are those the
22 only radio stations which form the network of radio stations
23 relied upon by LILCO?

24 A I don't know, sir.

25 Q Is it fair to say, Mr. Kowieski, that you do not

1 know the broadcast range of WALK radio station?

2 A Based again on the conversation Mary Ann Jackson
3 from our office, public information officer, she was advised
4 that WALK radio station does not cover the entire EPZ, ten mile
5 EPZ for Shoreham.

6 Q Do you know, Mr. Kowieski, if any of the other
7 radio stations relied upon by LILCO covers the entire EPZ?

8 A No, I don't.

9 Q Do you know, Mr. Kowieski, the broadcast range
10 of any of the radio stations in LILCO's network of radio
11 stations?

12 A I do know, and again I refer to the same telephone
13 conversation of our public information officer, that at WALK-
14 FM radio station covers the entire EPZ.

15 Q Did you say that WALK does cover the entire EPZ?

16 A That's FM, sir.

17 Q FM.

18 A Right.

19 Q Did you state earlier that WALK-AM does not cover
20 the entire EPZ?

21 A That is correct.

22 Q Do you know, Mr. Kowieski, the number of stations,
23 or which stations in the network relied upon by LILCO are
24 AM stations?

25 A No, I don't at this point. I would have to again

1 review the information contained in the Plan to answer your
2 question.

3 Q Do you know which stations are FM stations?

4 A Besides the WALK-FM station? No, I don't.

5 Q Do you know, Mr. Kowieski, the hours of operation
6 of any of the radio stations relied upon by LILCO?

7 A We know only about WALK-FM and AM radio stations.

8 Q Do you know, Mr. Kowieski, if any radio stations
9 have refused to participate in LILCO's network of radio
10 stations?

11 A I am not aware of it.

12 Q Would you agree with me, Mr. Kowieski, that letters
13 of agreement with radio stations to broadcast an emergency
14 broadcast message are required to be contained in an offsite
15 emergency plan?

16 A Yes, I do.

17 Q Are you aware of the fact, Mr. Kowieski, that the
18 letters of agreement which are contained in the LILCO Plan are
19 'terminable at will ' by the radio stations involved?

20 A Will you please restate your question, sir?

21 Q Are you aware of the fact that the letters of
22 agreement that are contained in the LILCO Plan are terminable
23 at will by the radio stations?

24 A No, I wasn't aware of it.

25 Q Does that give you any concern?

1 A Yes, now, I would have to verify that this is a
2 fact before I could respond to your question.

3 Q Well, can you assume with me, Mr. Kowieski, that
4 it is true for the purposes of my question?

5 A I am sorry.

6 Q For the purposes of my question, would you assume
7 with me that letters of agreement that LILCO has obtained
8 -- let me ask you to look at Appendix B, pages 51 and 52.

9 And this is a letter of agreement, Mr. Kowieski,
10 with radio station WCTO. Do you see -- I am sorry, it is page
11 51-A, actually, paragraph 10, at the bottom of page 51-A, the
12 statement: WCTO's participation is terminable at will upon
13 notice to LILCO.

14 A Yes, I see that, sir.

15 Q Now, does that give you any concern?

16 A Well, if this actually took place, this would give
17 me a concern, but at this point the statement itself doesn't
18 give me a great deal of concern. If this would actually take
19 place, the letter would be terminated. If that is a
20 stipulation in the letter, then obviously at a certain point
21 they may elect to terminate the agreement.

22 Q Mr. Kowieski, do you consider a letter of agreement
23 which is terminable at will by a party to the agreement, to
24 satisfy the requirements of NUREG 0654, in stating that
25 offsite plans shall contain letters of agreement?

1 A Well, to respond to your question, yes, it
2 satisfies -- this satisfies NUREG 0654. This is for a simple
3 reason. The letter of agreement is contained in the Plan, and
4 I can only add that other plans, whatever we review, had also
5 letters of agreement.

6 I am not referring to the radio stations. With
7 a caveat it will expire on a certain date. And it is our
8 job to make certain, to review the file of our letters of
9 agreement to make certain that they are reviewed and updated
10 on a regular basis.

11 Q Just to make sure I understand, Mr. Kowieski, are
12 you saying that a letter of agreement which is terminable at
13 will by a party to the agreement, nevertheless constitutes
14 a letter of agreement?

15 A (Witness McIntire) What I believe Mr. Kowieski
16 is trying to say is an important fact we look at is whether
17 the letter of agreement is, in fact, in effect. If that
18 is in effect, that meets the criteria of 0654.

19 However, if for any reason either party would
20 terminate a letter of agreement, then we would have a concern,
21 and that would probably not meet the requirements of 0654.

22 Q Gentlemen, would you please look at page 12 of
23 your testimony, which begins your discussion of Contention 24,
24 and I believe Contention 24 is discussed on pages 12 through
25 22. Mr. Kowieski, let me ask you first of all your discussion

1 begins with reference to NUREG 0654, Element A-3. Do you
2 see that?

3 A (Witness Kowieski) Yes, I do.

4 Q Doesn't NUREG Element C-4 also deal with letters
5 of agreement?

6 A That is correct.

7 Q Is there any reason why your testimony does not
8 address element C-4 of NUREG 0654?

9 A There is not any particular reason. It simply --
10 we felt it would be repetitious.

11 Q Can you tell me, Mr. Kowieski, how the term,
12 'support organization' is defined by NUREG 0654?

13 A NUREG 0654 does not define in any great detail
14 support organizations. What NUREG 0654 states for Element A-3,
15 is merely that support organizations having an emergency
16 response role within the emergency planning zone.

17 Q Tell me, Mr. Kowieski, how do you define, 'support
18 organization?'

19 A I personally would define support organization,
20 any organization that, in this case, LERO would rely upon
21 in case of emergency.

22 Q You would, therefore, consider the American Red
23 Cross a support organization, correct?

24 A That is correct.

25 Q Would you consider Suffolk Community Hospital a

1 support organization?

2 A I believe to the best of my recollection the
3 Suffolk hospital is identified as an emergency support
4 organization.

5 Therefore, a letter of agreement is required.

6 Q You would consider the private ambulance companies
7 relied upon by LILCO to be emergency support organizations,
8 correct?

9 A Yes, that is correct.

10 Q And the bus companies?

11 A That is also correct.

12 Q What about the schools in the school districts
13 in and near the EPZ. Would they be support organizations?

14 A No, unless the school would be designated as
15 reception or relocation center to provide shelter for
16 evacuees.

17 Q Mr. Kowieski, under your definition, which is
18 basically that an organization that LILCO would rely upon
19 in the event of an emergency, why would schools not constitute
20 support organizations?

21 A First of all, schools would take, according to the
22 Plan, you have at least three options which schools could take.
23 One of the options would be early dismissal from school.
24 Sheltering. Or evacuation.

25 So, we do not require any letters of agreement

1 with general population, and in this case the schools would
2 take similar protective actions as general populations, and
3 there is a procedure in the Plan how to implement the
4 protective actions.

5 Q Is it fair to say, Mr. Kowieski, that LILCO --
6 the LILCO Plan -- relies upon school officials to implement
7 and carry out various proposals of the LILCO Plan?

8 A That school officials? School officials? Teachers
9 would be directly responsible for protecting of school children
10 in case when protective action would be recommended. They
11 will assist and supervise school children in implementing a
12 proper protective action.

13 A (Witness McIntire) This, we feel, is similar
14 to their normal functions of protecting school children from
15 any type of emergency or occurrence, such as fire, windstorms,
16 snowstorms, or anything else.

17 They have basically the same function while the
18 children are in their care.

19 Q Mr. McIntire, is it fair to say then that in
20 FEMA's view the role of school officials during the radiological
21 emergency and responsibility of school officials during such
22 an emergency would not vary from the role of school officials
23 during any kind of emergency?

24 A What we are saying, generically the role is basically
25 the same. The specific actions to protect the children would

1 differ depending on the type of emergency.

2 Q And what is the basis for FEMA's view that
3 generically the role of the school officials in the event
4 of a radiological emergency would be the same as in other
5 emergencies?

6 A There is nothing to indicate that it would be
7 different.

8 Q Are you aware of any state requirement that
9 compels school officials to take such actions?

10 A Could you be more specific?

11 Q Well, are you relying upon a state law, for
12 example, that requires school officials to take certain
13 actions during a radiological emergency?

14 End 10
15 Sue fols

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#11-1-SueT

1 A (Witness McIntire) What we have found is that
2 there is apparently a State law that requires that schools
3 have early dismissal plans.

4 Q What law are you referring to?

5 A I don't know the exact quote. This came up
6 during Indian Point hearings.

7 (Witness Kowieski) And as a matter of fact, if
8 I may add to what Mr. McIntire already said, that State
9 during the Indian Point testimony already testified to this
10 effect, there is a State law which provides that school
11 personnel would be responsible for protecting school
12 children.

13 Q Yes, Mr. Kowieski. What I'm trying to determine
14 is which State law are you referring to? Can you give me
15 a citation?

16 A No, I cannot, sir.

17 Q Are you sure there is such a State law?

18 A Again, I can only state what I read and heard
19 during the New York State testimony on Indian Point, sworn
20 testimony on Indian Point, that there is a State law which
21 provides that emergency plans are developed and in place for
22 schools.

23 Q Could you give us a citation to the testimony
24 you are referring to, Mr. Kowieski?

25 A No. I don't have Indian Point testimony with me,

#11-2-SueT 1

2 sir. Okay. Obviously I would have to go back to my office
and it would take a great deal of time to research it.

3

Q Let's move on, gentlemen. I think later on
4 Contention 24 there is some specific subparts dealing with
5 schools, and we will come back to this area.

6

At the bottom of Page 12, Mr. Kowieski, there is
7 a statement that says, "During the course of an exercise
8 the ability to field the necessary resources, including
9 equipment and personnel as outlined in the letters of
10 agreement, would be tested."

11

Do you see that statement?

12

A Yes, I do.

13

Q Could you tell me, Mr. Kowieski, how would this
14 ability to field necessary resources be tested during an
15 emergency? I'm sorry, during an exercise.

16

A During the exercise, what we do, we make certain
17 the major portion of the plan are exercised. We work
18 with NRC to develop exercise objectives, and based on the
19 exercise objectives, agree -- exercise objectives, we
20 develop exercise scenario. What we expect, that during the
21 exercise major components of the plan will be tested,
22 including field radiological monitoring teams, traffic
23 control points, buses, notification of dispatch stations,
24 as well as dispatch of buses, knowledge of bus drivers of
25 evacuation routes, knowledge of the procedures at the

#11-3-SueT 1

2 decontamination centers, reception and decontamination
3 centers, actual personnel assigned know the procedures, how
4 to process evacuees.

5 When we go, for instance, to the bus stations we
6 would have a conversation with the manager or dispatcher
7 about number of buses available, and we also test on what
8 we call free-play. It means we won't let a State, or in
9 this case the private organization, to know in advance
10 which evacuation routes we will run, to have a real test
11 of the knowledge of bus drivers.

12 So, basically wherever we go during the exercise,
13 whether it's bus station, whether ambulance company, we
14 first would check if resources are actually -- listed in
15 the plan are actually available. Then, the second step is
16 to test, obviously on a limited basis, whether the people
17 assigned understand their role in the plan, do they know
18 how to implement the plan.

19 Q Mr. Kowieski, an exercise, if one were held
20 for the Shoreham plant, would not call out all equipment
21 and personnel that might be involved in an emergency at
22 the Shoreham plant; isn't that correct?

23 A That's correct. But that's very consistent,
24 what we do across the nation. We cannot ask that all the
25 buses, in the case three hundred thirty-three buses, would
be deployed to test whether the bus drivers know their

#11-4-SueT 1

2 routes. What we do, we do only on a selective basis. We
3 would consider -- what we would consider a good sample,
4 let's say buses and bus drivers, we test during the exercise.

5 So, to answer your question, no, we would not
6 ask that every piece of equipment listed in the plan would
7 be deployed during an exercise. That's correct.

8 Q Nor would you expect all personnel that could
9 be involved in an emergency at Shoreham to be deployed
10 during an exercise, correct?

11 A That's correct. However, we check and again
12 during the exercise we verify whether the people that are
13 responsible for the implementation of the plan are actually
14 listed, if there are notification procedures in place. And
15 also, as I mentioned, we have a surprise event which we
16 introduce during the exercise to add more realism to the
17 exercise, to simulate actual emergency.

18 Q The sampling that you do during an exercise,
19 Mr. Kowieski, is it a random sampling?

20 A When you are saying random, we do not use any
21 scientific approach. We develop and basically under my
22 supervision, we develop exercise scenario. What is, in
23 our opinion, will pass the plan to the fullest extent
24 possible.

25 Q If during an exercise you were looking to
determine whether sufficient buses were available to LILCO

#11-5-SueT 1

2 and whether those buses were driven by drivers who knew their
3 role under the LILCO plan, would those be the kind of things
4 you might want to look at in an exercise?

5 A Well, as I mentioned, we would go to the bus,
6 dispatch station, would speak to the dispatcher or manager,
7 will ask him how many buses will be actually available in
8 case of emergency, and then we would watch a communication
9 between emergency operation center and dispatch stations
10 and how the dispatcher or manager would be able to dispatch
11 buses to selected routes by me or someone under my super-
12 vision. And then would send an observer. The observer
13 would actually be on the bus to see that the bus driver
14 actually understand the routes, whether the bus driver
15 actually understands how to protect him or herself in case
16 of emergency. And I'm referring right now to dosimetry.

17 And also we would check if the bus drivers actually
18 know the location of reception center or transfer points in
19 this case.

20 Q But you would not try to actually verify the
21 number of buses that would be, for example, involved during
22 an exercise?

23 A I thought that was what I said, that we would
24 actually ask the manager of the bus station how many buses
25 would be actually available during radiological emergency.

Q Would FEMA try to independently verify in any way

#11-6-SueT 1

the number of such buses?

2 A If you ask me prior to the exercise or during
3 the exercise.

4 Q During the exercise.

5 A During the exercise, sure. It's a simple
6 mathematical formula. You ask the manager of the bus
7 company or dispatcher how many buses are available for
8 radiological emergency. You go to the plan, to the letter
9 of agreement and plan itself, and you will verify if numbers
10 match.

11 Q Mr. Kowieski, to you that would constitute an
12 independent verification of the number of buses actually
13 involved in an exercise?

14 A I'm not certain if I understand your question,
15 independent. If this independent of FEMA, FEMA-sponsored,
16 FEMA-observed, exercise, so I will consider this is to be
17 independent verification.

18 Q Maybe we are having trouble communicating. Does
19 FEMA try to count the buses that are actually involved in
20 an exercise to determine the number of buses actually in-
21 volved?

22 A Well, on a very limited basis; however, you
23 know, we trust people that we, you know, talk to, speak
24 with. Usually people have a tendency not to lie, okay.
25 People usually tell the truth when we interview. This is

#11-7-SueT

based on our experience in the past exercises.

2 (Witness McIntire) Perhaps I understand what
3 you are asking. Are you asking if the scenario calls for
4 the deployment of an X number of buses during an exercise,
5 does FEMA then verify that X number of buses were in fact
6 deployed?

7 Is that your question?

8 Q Well, why don't you answer that question for me,
9 Mr. McIntire?

10 (Laughter.)

11 A Yes.

12 Q And how do you go about making such verification,
13 Mr. McIntire?

14 A Generally, we will put an observer on each bus.

15 Q On each bus involved in the exercise?

16 A Correct.

17 Q Would the same be true of other vehicles, such
18 as ambulances?

19 A (Witness Kowieski) That's correct.

20 Q Under the LILCO plan, there are other vehicles
21 involved such as tow trucks, route alert drivers that drive
22 their vehicles around. Would you have observers on each
23 one of those vehicles during an exercise?

24 A Usually not. At least, the way we organize and
25 structure our exercise, I would introduce during the exercise

#11-8-SueT

1 surprise events. Let's say -- let's give a scenario. You
2 do have an evacuation. And during the evacuation, I will
3 have a note which I will insert, introduce, to the controller.
4 The controller, the LILCO controller, LERO controller, would
5 then go to the decision maker and say: Listen, here is the
6 situation.

7 For instance, there is an accident with an oil
8 tank. There is a fire going on. And there is the evacua-
9 tion route. There is a blockage. How are you going to deal
10 with it.

11 So we would have actually an observer at the
12 EOC following the responsible agencies that are responsible
13 to remove that impediment. And we would actually see the --
14 look for communication. How long, if they know where to
15 look for the equipment, how long it would take to dispatch
16 the truck, let's say tow truck, to the particular point.
17 And we would look for communication back to the EOC.

18 So, yes. To answer your question, we would verify
19 this during the exercise.

20 Q Mr. Kowieski, is it fair to say that the question
21 of whether the LILCO plan provides for sufficient and ade-
22 quate resources, including equipment and personnel, is
23 something determined during an exercise?

24 A Well, yes. What we are looking at, the exercise,
25 if the emergency response organization can effectively work.

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2 So if you go to EOC, we want to make certain. It's hard to
3 tell if two individuals would be enough, or three would be
4 enough, and two is too little.

5 What we are looking for is that during the
6 exercise emergency response unit, organization, as a whole
7 can effectively handle emergency situation.

8 Q Mr. Kowieski, we discussed this during your
9 deposition I believe. In the regard you were just discus-
10 sing, an exercise is critical to a determination by FEMA
11 as to the workability of an off-site emergency plan; isn't
12 that correct?

13 A That's correct.

14 Q Could you tell me, Mr. Kowieski, why Contention
15 24.B -- I'm sorry

16 MR. MILLER: Maybe I had better ask the Board
17 here, Judge Laurenson, I believe maybe 24.B, Contention
18 24.B, was one of those that was involved in the summary
19 disposition motions. I'm not quite sure, though. I don't
20 really remember.

21 MS. MC CLESKEY: Yes, sir. I believe that was
22 the letter of agreement with DOE based on the grouping of
23 the contentions.

24 MR. MILLER: I think Ms. McCleskey is right, and
25 I assume therefore that FEMA is not filing any testimony on
that contention. Is that correct, Mr. Kowieski?

#11-10-SueT 1

2 MR. GLASS: You are asking for a legal conclu-
3 sion as to whether that particular document and that
4 particular contention is presently before the Board. I
5 have a marked up copy of proposed emergency planning
6 contentions indicating, now it's emergency planning con-
7 tentions, dated January 12th, 1984 that show that 24.B was
8 not admitted by the Board.

9 MS. MC CLESKEY: We can check over the break,
10 but my recollection is that that was disposed of on summary
11 disposition.

12 MR. MILLER: Okay. Let's go on.

13 BY MR. MILLER: (Continuing)

14 Q Mr. Kowieski, would you look at Page 13 of the
15 testimony? Contention 24.E, which is dealt with I believe
16 in Question and Answer 23.

17 Do you see that, sir?

18 A Yes, I do.

19 Q Now, Contention 24.E, Mr. Kowieski, as is pointed
20 out in your testimony, deals with school personnel, includ-
21 ing nursery school personnel. But it also deals with LILCO's
22 lack of agreements with the parents of nursery school
23 children; isn't that correct?

24 You might want to look at the contention I
25 suppose.

A Let me look at the contention.

#11-11-SueT1

(The witness, Mr. Kowieski, is looking at a paper writing.)

A (Continuing) Yes, I do the contention, reference to agreements with nursery schools or parents of children in nursery schools to permit LILCO employees to drive buses transporting their children.

Q And, Mr. Kowieski, the FEMA testimony does not address the issue of LILCO's lack of agreements with the parents of school children does it?

A It does not.

(Witness Keller) May I add, it partially does, in that in the early dismissal portion, if the schools follow the early dismissal program the school buses would be operated by the normal school bus operators.

Q Mr. Keller, there was a large "if" in your statement, that was if the schools would implement the early dismissal.

Does FEMA have any reason to believe that the schools in and near the EPZ would abide by the LILCO plan and implement early dismissal of their school children?

A As Mr. Kowieski pointed out earlier, there are three options in the plan for the schools, including the nursery schools. And the first being early dismissal; the second would be shelter in place; and, the third would be an evacuation of the schools. We have no knowledge of which

#11-12-SueT¹

1 options would be taken. It would be prudent, I would think,
2 that they would take whatever is recommended by the decision
3 makers, in this case, LERO.

4 Q Mr. Keller, are you saying you have no knowledge
5 which action would be taken by the schools regarding these
6 three proposals under the LILCO plan. Isn't it more cor-
7 rect to say that you have no knowledge as to whether any of
8 the schools would take any of those actions?

9 A That's correct.

10 (Witness Baldwin) The plan and procedures, and
11 I specifically refer to Procedure 3.6.5 refer that in the
12 evacuation of schools, officials of public and private
13 schools located in the ten mile emergency planning zone
14 have the responsibility in a radiological emergency to
15 provide their students with the best possible protection
16 and arrange for them to be safely reunited with their
17 families at the earliest opportunity.

18 And that's the assumption around which the early
19 dismissal, evacuation and the sheltering disposition is
20 organized in the LILCO transition plan.

21 end #11

22 Reb flws

23

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25

1 A (Witness McIntire) And also, we certainly
2 don't want to leave the impression here that it is FEMA's
3 believe that there are nursery schools or any other schools
4 out there who would not protect the children in any type
5 of emergency.

6 We have no information on that regard.

7 Q I want to go back to the statement Mr. Baldwin
8 read.

9 Mr. Baldwin, merely because the LILCO plan
10 says something doesn't make it necessarily so, does it?

11 A (Witness Baldwin) That is true. It doesn't
12 necessarily make it so.

13 The point here is that the plan is written
14 by honest people, and we feel that -- it is my feeling
15 that this plan and that approach represents the best possible
16 under the circumstances, the best possible approach that can
17 be taken to emergency planning in this regard.

18 It is the approach under which this plan was
19 evaluated.

20 A (Witness McIntire) If we could add to it, it
21 goes back to our basic premise that there is a two-step
22 process involved in emergency preparedness. There is the plan
23 which is reviewed against 0654 standards, and then there is
24 the exercises and drills that test its implementability.

25 Therefore, we take it as a whole; then, therefore,

1 we have the checks and balances of the system.

2 Q Mr. Baldwin, I do not want to pursue with you
3 your statement regarding the fact that in your opinion
4 the LILCO plan was written by honest people. I don't think
5 we are here to look into the honesty of LILCO or anyone
6 else in that regard. But the point I wanted to establish
7 with you is, isn't it a fact that FEMA has not determined
8 whether any school or school district in and near the EPZ
9 has agreed to abide by the provisions of the LILCO plan?

10 A (Witness Baldwin) I am not personally aware
11 of that verification process by FEMA, but FEMA would
12 be better prepared to respond to that than I.

13 Q Mr. Kowieski or Mr. McIntire, has FEMA, to
14 your knowledge, made such a verification effort?

15 A (Witness Kowieski) With regard to the Shoreham
16 plan, the answer is no.

17 A (Witness Keller) But this is the type of thing
18 that you do in an exercise. One of the things that, as
19 Mr. Kowieski has pointed out, is that we go to these
20 response facilities, we find out, we would probably send
21 someone, one of the observers to at least one of the schools
22 to see if the tone alert radios sounded, to see if the
23 message were received, to see if the school official did
24 what the plan says he was going to do.

25 And at that time you ascertain whether or not

1 these things are implemented.

2 At this point in time, all we can talk about is what
3 is in the plan. We can't talk about hardly anything else.

4 Q You would agree with me, wouldn't you, Mr. Keller,
5 that planning is not a unilateral effort?

6 A What do you mean by unilateral?

7 Q Would you agree with me, with respect to the
8 schools, since that is what we are talking about, that
9 planning should include cooperation between LILCO and the
10 schools?

11 A That is reasonable, yes. I would agree.

12 A (Witness McIntire) It is certainly desirable.

13 Q And isn't it important, therefore, to inquire
14 into whether any of the schools or the school districts
15 in or near the EPZ have agreed to implement the LILCO plan?

16 A (Witness Kowieski) Again, I can only add
17 what was said already for the record. It is being done --
18 we take one step at a time. The first step is to review
19 if plan complies with NUREG 0654. It is step number one.

20 The second step would be to go and exercise the
21 plan and, when we exercise the plan, obviously, definitely,
22 most definitely, we would verify if plan can be implemented.
23 So to answer the question, at this point in time we
24 didn't have intention, we didn't have intention or time
25 to verify if whether information presented in the plan are

1 correct or not.

2 A (Witness McIntire) If I could add to that, please,
3 it is my understanding that all schools within the EPZ
4 have been provided tone alert radios and that they have
5 accepted these tone alert radios.

6 If that is in fact the case, that would show to my
7 mind, at least, some agree and cooperation in emergency
8 preparedness.

9 Q Mr. McIntire, are you aware of the fact that
10 some schools have not accepted tone alert radios?

11 A It is my understanding that there are some
12 schools that are not taking part in emergency planning.
13 I don't know the breakdown or the percentage that are
14 and aren't.

15 Q Is it your testimony, Mr. McIntire, that the mere
16 fact that a school accepts a tone alert radio indicates that
17 the school is participating with LILCO in emergency
18 planning for Shoreham?

19 A I would say that is an indication that they are
20 taking actions to potentially protect the children.

21 Q Have you read, Mr. McIntire, any of the
22 testimony submitted by the various school districts in and
23 near the EPZ and presented before this Licensing Board?

24 A I have, yes.

25 Q Have you read the testimony of the school officials,

1 the testimony submitted on behalf of Suffolk County?

2 A I believe I have perused it.

3 Q And is it still your testimony that the fact
4 that school districts have accepted tone alert radios
5 indicates that those school districts are participating with
6 LILCO in planning for Shoreham?

7 A As I said before, there is an indication to me
8 that they are concerned about protecting the children.

9 Q From your perusal of the testimony, Mr. McIntire,
10 is it fair to say that there are a number of school
11 districts in and near the EPZ which are not working with
12 LILCO in any way with respect to implementation of the
13 LILCO plan?

14 A As I have testified, I am not -- I know that
15 there are some of -- I am not aware of the breakdown or
16 the ratio between those that are participating, those
17 that may be somewhere in the middle, and those that are
18 outright refusing to participate. We are not at that
19 point in this process.

20 Q And you will get to that point during an exercise,
21 if one would be held; is that correct?

22 A That would be -- we would be moving towards that
23 point. Whether we would be fully there at the time we
24 are ready for a first exercise, that remains to be seen.

25 Q Do you know, Mr. McIntire, the number of school

1 districts within the EPZ?

2 A If you will give us a moment, please.

3 (Pause.)

4 It is our understanding that there are 13
5 nursery schools, 12 public schools, two parochial schools
6 in the EPZ.

7 Q And is it fair to say, Mr. McIntire, that at this
8 time FEMA has not met with any officials from any of those
9 schools? Is that correct?

10 A That is correct to the best of my knowledge.

11 Q Mr. Kowieski, in answer 23 to the FEMA testimony,
12 it states that no letters of agreement with schools could
13 be located in the plan. However, the plan takes the
14 following planning factors into consideration.

15 And then it has -- there is a statement which
16 covers most of page 14 regarding these planning factors.

17 Do you see that?

18 A (Witness Kowieski) Yes, sir.

19 Q Are you saying, Mr. Kowieski, in your testimony
20 that these planning factors somehow substitute for the
21 absence of letters of agreement?

22 A No. That is not what we are saying. We are
23 saying what plan provides for. Plan provides for three
24 options. In any planning, in any effort to develop
25 emergency response plan, usually you have not one but

1 several options of protective response.

2 A (Witness McIntire) What we testified
3 previously is that we are not requiring letters of
4 agreement with schools. However, it was not to say that
5 there is anything to preclude LILCO from actually having
6 letters of agreement with some schools.

7 Q Mr. McIntire, you just said that you are not
8 requiring letters of agreement with schools.

9 A That has been our testimony, yes.

10 Q Now, going back to my discussion earlier with
11 Mr. Kowieski, that would be because in FEMA's opinion,
12 schools are not support organizations; is that correct?

13 A That is correct.

14 Q And that opinion, Mr. McIntire, is notwithstanding
15 the fact that school officials are required, under the LILCO
16 plan, to perform certain emergency functions on LILCO's
17 behalf during an emergency at the Shoreham plant?

18 A We testified that in our judgment, school officials
19 have the responsibility for the children for all types of
20 emergencies, and they have a responsibility for protecting
21 those children in any type of an emergency. And a
22 radiological emergency is one of several types.

23 Q There is a statement, Mr. Kowieski, at the
24 bottom of page 14, the last sentence, in fact, where it
25 says that nursery schools -- "If nursery schools are advised

1 to evacuate the children to reception centers, LERO will
2 provide the necessary transportation."

3 Do you see that?

4 A (Witness Kowieski) Yes, sir.

5 Q Do you know of any nursery schools, Mr. Kowieski,
6 that have agreed to permit LILCO to transport their
7 children to any reception centers?

8 A I am not aware of such agreement.

9 Q Are you aware of any reception centers which have
10 been designated for nursery school children in the LILCO
11 plan?

12 A No. LILCO transition plan does not identify the
13 reception centers to be used by nursery schools or school
14 children.

15 Q Is it fair to say, Mr. Kowieski, that with respect
16 to sheltering of school children, FEMA does not know at this
17 time the shielding factors for any of the schools within
18 the EPZ?

19 A (Witness Keller) The plan contains a
20 table which is a fairly standard table used pretty much
21 throughout the country. It is taken from the Sandia report.
22 And the shielding factors in that table are based on the
23 type of construction of the particular building.

24 There is one factor for frame buildings, one
25 factor for masonry buildings, one factor for high-rise

1 buildings, et cetera. And within that regard, those
2 shielding factors are known.

3 Q Mr. Keller, I think you and I maybe discussed
4 this somewhat at your deposition. What you are telling
5 me is that there is a general table regarding general
6 shielding factors for various composition types of
7 buildings; is that correct?

8 A That is correct.

9 Q Are you aware, though, of the particular
10 shilding factors for any of the particular school buildings
11 within or near the EPZ?

12 A I think what you are trying to get at is, do I
13 know what the shilding factors is or does the plan contain
14 the shielding factor for any specific building.

15 Q Yes, sir.

16 A The answer is no.

17 Q Mr. Kowieski, has FEMA looked at any problems or
18 any factors which might be associated with the early
19 dismissal option under the LILCO plan?

20 Let me break that down for you. Have you
21 looked at or are you aware of the normal times involved with
22 schools when they send their children home early under
23 early dismissal times?

24 A (Witness Kowieski) I am not certain I
25 understand your question. Are you asking me if I know

1 how long does it take for a child to get from school to his
2 or her home?

3 Q Generally, yes, sir. I am asking if you know
4 per school district or per school the average dismissal
5 time for school children under a school's particular
6 early dismissal plan?

7 A No, I am not aware of that.

8 Q Are you aware, Mr. Kowieski, of whether such
9 early dismissal options by the various schools in and
10 near the EPZ require multiple bus runs?

11 A (Witness McIntire) It is my information that
12 some of the dismissal plans would require multiple bus runs.

13 Q Do you know which plans, Mr. McIntire?

14 A Specifically, no.

15 Q Do you know, Mr. McIntire, the number of
16 multiple bus runs that would be involved for those
17 particular school districts?

18 A My information is it could be as many as four.

19 Q Are you aware, Mr. McIntire, of the, generally,
20 the percentage of homes within the EPZ where both parents
21 work and there is no adult supervision during the day?

22 A I know what it is for the general public at
23 large, approximately 50 percent. And I would have no reason
24 to doubt it would be significantly different either more
25 or less in this area.

1 Q But is it fair to say, Mr. McIntire, that
2 with respect to Suffolk County, FEMA has not attempted
3 to verify the percentage of homes where adults in the
4 home work, both adults?

5 A This is true. We have done virtually
6 no verification around the Shoreham site. We have just
7 done the plan review.

8 Q Have you seen, Mr. McIntire, any of the school
9 board resolutions which have been enacted by various
10 school districts in and near the EPZ?

11 A Yes, I have.

12 Q Do you know which school districts -- for which
13 of the school districts you have seen such resolutions?

14 A I can't recall offhand, no.

15 Q Can you recall the general substance of the school
16 resolutions that you have seen?

17 A I have seen a few that, to the best of my
18 recollection, said that the school district would not cooperate
19 in emergency preparedness or planning.

20 Q Have you seen any school board resolutions,
21 Mr. McIntire, which favored the opening of the Shoreham
22 plant or stated that the school district would cooperate
23 with LILCO?

24 A I don't believe I have seen any petitions. I do
25 recall some testimony on that subject that has been presented

1 before the Board.

2 Q When you said petitions, did you mean resolutions?

3 A Yes.

4 Q So your answer is, you don't recall having seen
5 any school board resolutions which favored the opening
6 of the plant or indicated that the school district would
7 cooperate with LILCO; is that correct?

8 MR. GLASS: That question has been asked and
9 answered.

10 MR. MILLER: The answer was confused, Judge
11 Laurenson, because the "petition" word got in there.

12 JUDGE LAURENSEN: Overruled.

13 WITNESS MC INTIRE: To my knowledge, I don't
14 remember seeing a petition or resolution from a school
15 board favoring the opening of the Shoreham.

16 BY MR. MILLER:

17 Q Or indicating that a school district would
18 cooperate with LILCO with respect to the Shoreham plant.

19 A That is correct. But I also would point out that
20 we have made no effort to do any verification of planning and
21 cooperation around the Shoreham site.

22 END 12
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1 Q Mr. McIntire, are you aware of any of the various
2 surveys which have been taken in the various school districts
3 regarding role conflict of buses or bus drivers or school
4 teachers?

5 MR. GLASS: I object. I thought this area was
6 covered in Phase I.

7 JUDGE LAURENSEN: Well, it was covered earlier when
8 Mr. McIntire testified, if that is Phase I, or whatever.
9 Sustained.

10 BY MR. MILLER: (Continuing)

11 Q Are you aware, Mr. McIntire, of the fact that a
12 number of school districts outside the EPZ have school children
13 who reside within the EPZ?

14 A (Witness McIntire) I am aware that that fact is
15 true. I do not know the extent of this situation.

16 MR. GLASS: Your Honor, we have had a number of
17 questions dealing with the verification issue, and it keeps
18 coming back to the same testimony by this panel that they
19 have done a plan review. That verification is something that
20 takes place later on in the process. I realize it is within
21 the discretion of the Board on how we want to proceed on this,
22 but I have a feeling we are going to keep coming back to this
23 particular issue.

24 JUDGE LAURENSEN: Well, I think this is a factor
25 that Mr. Miller has to balance. He has indicated previously

1 that he is going to ask for more time when the two days are
2 up, but I think we are going to have to evaluate how wisely
3 you have used the time that is available to you.

4 I think the witnesses have stated time and again
5 that they have only done the plan review at this point, but
6 if that is the way you feel is the best way to utilize your
7 time, I think you may ask the questions.

8 MR. MILLER: Judge Laurenson, I am asking the
9 questions because I am trying to determine specifically the
10 basis for what these witnesses know and what they have done,
11 and I realize that they do say, generally, that they have done
12 a plan review and not the verification process, and I am trying
13 to limit my questions in this regard.

14 But I think I will continue asking the questions.

15 BY MR. MILLER: (Continuing)

16 Q Mr. McIntire, I don't quite remember where I was.
17 Let me ask you about parochial schools in and near the EPZ.
18 Are you aware of what I would call special problems faced by
19 parochial schools in and near the EPZ?

20 A (Witness McIntire) Could you define special
21 problems, please?

22 Q Yes, sir. Are you aware of the fact that
23 parochial schools for the most part must share their buses
24 with other school districts?

25 A I was not aware of that fact.

1 Q Are you aware of the fact that parochial schools
2 generally do not control in any way the buses which are used
3 by them with respect to the transportation of their children?

4 A I was not aware of that fact.

5 Q Have you ever heard of BOCES I or BOCES II, Mr.
6 McIntire?

7 A I have heard of the term, 'BOCES', and I know
8 that there are BOCES facilities out here. That is the extent
9 of my knowledge.

10 Q Do you have any understanding at all regarding
11 the school children in Suffolk County who attend the BOCES
12 facilities, and how those children are treated under the
13 LILCO Plan?

14 A (Wit. Keller) I don't believe we have information
15 about the BOCES school in the Plan. That's the best of our
16 recollection.

17 Q Let me ask you gentlemen to please look at
18 Contention 24.F on page 15, which regards letters of agreement
19 with bus companies. Can you tell me first, Mr. Kowieski or
20 Mr. McIntire, I suppose, how the figures in your testimony
21 were derived. The figures 1560 with respect to bus companies,
22 and 225 vehicles with respect to the ambulance companies.

23 A (Witness Kowieski) We reviewed letters of intent
24 with bus companies and ambulance companies, and we came with
25 the figure of 1560 vehicles, as far as buses are concerned,

1 and approximately 220 vehicles, including ambulances and
2 ambulettes.

3 Q Mr. Kowieski, did you reach these numbers generally
4 by counting the figures set forth in the letters of intent?

5 A That is correct.

6 Q And I take it, Mr. Kowieski, from what has been
7 said regarding verification efforts that at this time you have
8 not determined or taken any action to determine whether these
9 vehicles in the quantity set forth in your testimony would
10 actually be available to LILCO during an emergency at the
11 Shoreham Plant, is that correct?

12 A That is correct.

13 Q In your counting of these vehicles, Mr. Kowieski,
14 did you consider such factors as prior commitments by the
15 bus or ambulance companies.

16 For example, by bus companies to the school
17 districts?

18 A No, sir. We based our calculation on the fact,
19 the letter of agreement, the letter of intent specify the
20 number of buses that will be available to transport transit-
21 dependent population during an emergency.

22 We have not evaluated whether those buses have
23 been already committed to evacuate school children.

24 Q Let me make sure I understand, Mr. Kowieski. If
25 you have a letter of intent, such as the ones which you

1 have reviewed, which says such and such a bus company will
2 provide 200 buses to LILCO, but such and such a bus company's
3 200 buses have a priority with a certain school district to
4 provide buses to the school district, first in time to LILCO,
5 would you still consider that to be 200 available buses to
6 LILCO?

7 A Yes. However, let me respond to your question.
8 We stated in our testimony that letters of intent do not
9 commit the bus and ambulance companies to supply equipment
10 to LERO in the event of a radiological emergency.

11 We would expect that letters of agreement are
12 signed at a later date, and the letters of agreement would
13 be more specific with regard to how buses and ambulances would
14 be utilized during an emergency.

15 Q Is it fair to say, Mr. Kowieski, that at this
16 time that neither you nor any other member of the panel has
17 seen any letters of agreement between LILCO and any bus
18 company?

19 A We have not seen any letters of agreement with
20 ambulance or bus companies up to this point.

21 Q And is it, therefore, fair to say, Mr. Kowieski,
22 that at this time you take no position on whether LILCO
23 will, in fact, have adequate bus and ambulance-type vehicles
24 available to it during an emergency at the Shoreham plant?

25 A What we can only say is based on the letters

1 of agreement -- intent, I am sorry, I misspoke -- the letters
2 of intent identify the number of buses that are much more
3 over what the plan calls for.

4 For instance, the plan, if I recall, specifies
5 there will be need for 333 buses to evacuate transit-dependent
6 population. The letters of intent provide for almost 1560
7 buses. So this is at least a factor of four or five more
8 than is required during an emergency.

9 So, by again my -- my analysis would be that, yes,
10 it would be most likely enough buses to provide for evacuation
11 of school children, as well as general transit-dependent
12 population.

13 But again, this is speculation on my part. I would
14 have to see the letters of agreement signed which would be
15 very specific with regard to how buses would be utilized
16 during an emergency.

17 A (Witness Baldwin) I would like to add that
18 with respect to the buses, a portion of the inadequate
19 rating with the RAC Review was the fact there are only letters
20 of intent which do not commit the buses, which are subject
21 to prior commitment, and that is one of the reasons that the
22 RAC found criteria element A.3 to be inadequate.

23 Q Let me ask you, Mr. Kowieski, if LILCO were to
24 obtain letters of agreement which were still subject to prior
25 commitments -- for example, the school districts -- would you

1 find such letters of agreements to satisfy the criteria of
2 NUREG 0654?

3 A On criteria element J.10.G, in the RAC review,
4 it specifically says letters of intent arranging for bus
5 resources have not been included in the plan. That is a
6 reference back to criteria Element A.3 in the RAC finding
7 there, and at the bottom it says: Therefore, the actual
8 commitment of these resources is uncertain.

9 It goes on to say that this is a provisional
10 -- provisionally adequate, and we are looking for the
11 commitment of these resources in the letters, in the
12 contractual agreements, and at that time it should become
13 clear where those buses are allocated.

14 There is another point to this, too, and that
15 is that there are fifteen hundred buses -- more than fifteen
16 hundred buses identified in the letters of intent, and the Plan,
17 and Appendix A indicate that only 333 would be needed.

18 Q Mr. Baldwin, I am not sure I have an answer to
19 my question, though. If you have -- if LILCO were to obtain
20 letters of agreement which as presently set forth in letters
21 of intent, there are prior commitments to, for example, school
22 districts, would you find such letters of agreement to fulfill
23 the criteria of NUREG 0654?

24 A Well, that is a hypothetical question.

25 Q Yes, sir, it is.

1 A (Witness Kowieski) First of all, I think I
2 already stated for the record if we would receive -- we would
3 receive letters of agreements with bus companies, we would
4 analyze how bus resources are being committed. How many
5 buses would be committed to schools, in what fashion, and
6 how buses would be committed to evacuation of general
7 population, or transit-dependent population.

8 So, at this point in time it is premature to
9 reach a conclusion whether or not what will be submitted to
10 us will be acceptable or not. We have to analyze it, to see
11 how bus resources, ambulance resources are being committed,
12 and then we obviously would be able to provide an accurate
13 answer.

14 JUDGE LAURENSEN: Excuse me, Mr. Kowieski. Is
15 this an unusual provision in an evacuation plan to have school
16 buses subject to a prior commitment to schools, or is this
17 a common one that FEMA finds in other nuclear plants?

18 WITNESS KOWIESKI: I would say it is, Your Honor,
19 common. It varies as far as number of buses that are being
20 committed to evacuation of school children, but to answer
21 your question, yes, there is a combination. The buses that
22 we have letters of agreement, first we take care of school
23 children, then they would return as a second wave, and would
24 actually provide transportation for transit-dependent population

25 BY MR. MILLER: (Continuing)

1 Q Let me try it one other way, Mr. Kowieski, just
2 to make sure we have an understanding. Let's assume that,
3 indeed, in fact, LILCO needs only three hundred and thirty-
4 three buses, okay? And lets assume that they enter into
5 letters of agreement with bus companies which provide a number
6 of buses greater than three hundred and thirty-three, but
7 there would not be three hundred and thirty-three buses that
8 would be available to LILCO on a priority basis.

9 That is, somewhat less than three hundred thirty-
10 three buses would have some prior commitment, and let's assume
11 to schools. Would FEMA find such letters of agreement then
12 to be adequate under the criteria of NUREG 0654?

13 A (Witness McIntire) Perhaps another way of
14 phrasing your question, are you trying to differentiate between
15 a single wave evacuation for the entire transit-dependent
16 population, or are you asking us specifically whether a two-
17 wave, or multiple bus runs, would be inadequate under current
18 standards?

19 Q Well, to tell you the truth, Mr. McIntire, I wasn't
20 thinking in terms of one or two waves. I was looking at the
21 issue of letters of agreement with bus companies.

22 A What we are trying to say is that we will have
23 to analyze specific letters of agreement to see what the
24 specific commitments are, and what the requirements for the
25 evacuation will be.

1 Q Mr. McIntire, do you understand the LILCO Plan to
2 call for a more than one wave evacuation?

3 A I believe I testified that it was my understanding
4 that as many as four -- some buses may make as many as four
5 runs.

6 MR. GLASS: Mr. Miller, would this maybe be an
7 appropriate time for an afternoon break?

8 MR. MILLER: Very close to it. Let me just take
9 a quick glance at my notes.

10 BY MR. MILLER: (Continuing)

11 Q Mr. Kowieski, let me just ask you a couple of
12 quick questions, and then we will take a break. I take it
13 from what I have heard today that FEMA has not met with, or
14 had any discussions with any of the bus companies that are
15 relied upon by LILCO, is that correct?

16 A (Witness Kowieski) That is correct.

17 Q And at this time, although you have used the
18 number three hundred and thirty-three, it is fair to say,
19 isn't it, that FEMA has not attempted to determine the actual
20 number of buses that would be needed by LILCO in the event of
21 an evacuation of the EPZ, is that correct?

22 A Well, we go on only what is specified in the
23 Plan; three hundred thirty-three buses.

24 Q So you take LILCO's number of three hundred thirty-
25 three buses for granted?

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A At this point in time, yes.

Q Is it fair to say, Mr. Kowieski, at this time FEMA has not attempted to determine the capacity of those buses wich are, or would be available to MILCO?

A That is correct.

Q And FEMA has not attempted to determine the bus company locations and specifically where buses are stored, is that correct?

End 13
Sue Fols

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2 A (Witness Kowieski) Letters of agreement provide
the location of the bus companies.

3 Q Letters of intent, you mean?

4 A That's correct. I'm sorry.

5 Q Is it your understanding that the buses of these
6 bus companies are, in every case, stored at the locations
7 set forth on the letters of intent?

8 A Not necessarily.

9 Q Have you made any determination in that regard?

10 A No, sir.

11 MR. MILLER: Judge Laurenson, we could take
12 the afternoon break at this point.

13 JUDGE LAURENSON: All right. We will take a
14 ten minute recess.

15 (Whereupon, the hearing is recessed at 3:40 p.m.,
16 to reconvene at 3:53 p.m., this same day.)

17 JUDGE LAURENSON: Mr. Miller.

18 BY MR. MILLER: (Continuing)

19 Q Gentlemen, if you would look at your copy of the
20 contentions, Pages 66 and 67, Contentions 24.F, 1 through 5,
21 are set forth in those pages.

22 I would basically like to ask whether at this
23 time you agree with those contentions as set forth on
24 Pages 66 and 67?

25 Perhaps we should do them one at a time. Mr.

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2 Kowieski, is it fair to say at this time that FEMA would
3 agree with Contention 24.F, Subpart 1?

4 MR. GLASS: Mr. Miller, how does that relate to
5 the testimony? Do you have a question that relates to the
6 testimony, or are you just deciding that we are dealing with
7 all the portions of the contention?

8 JUDGE LAURENSEN: You will have to keep your voice
9 up.

10 MR. MILLER: I assume, Mr. Glass, that FEMA is
11 submitting testimony on Contention 24.F and that would in-
12 clude Subparts 1 through 5 of Contention 24.F. And I'm
13 now asking these witnesses whether they agree with the
14 allegations set forth in the Intervenor's contentions.

15 MR. GLASS: My understanding of the proceeding
16 is that the cross-examination deals with the cross-examination
17 of their testimony. Just because they may have filed a
18 particular answer to a particular question that relates to
19 a contention does not necessarily mean that it dealt with
20 the rest of the contention.

21 I have not looked to compare the two at this
22 particular moment. But I would like to see where the con-
23 nection is.

24 JUDGE LAURENSEN: Well, I think the fact that
25 they have filed testimony on a contention puts that matter
in issue, and it's a proper subject for inquiry.

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2 The objection is overruled. You may answer the
3 question.

4 WITNESS MC INTIRE: May I ask, because we only
5 have one copy of the contentions, it might speed up the
6 proceeding if you would read the particular part of the
7 contention rather than have us pass the book back and forth.

8 MR. MILLER: Okay, let's do that.

9 BY MR. MILLER: (Continuing)

10 Q I am going to paraphrase perhaps a bit. Counsel
11 can -- your counsel can object if he thinks I am not para-
12 phrasing correctly.

13 Contention 24.F.1 basically states that LILCO
14 has no agreements under which buses will be available other
15 than letters of intent to enter into such agreements.

16 Do you agree with that?

17 A (Witness Kowieski) Yes, we do.

18 Q Contention 24.F.2 states that most buses within
19 a reasonable distance of the EPZ are under contract to
20 school districts or other entities, and the letters of
21 intent signed by the bus companies indicate that any agree-
22 ments with LILCO would be subject to such preexisting com-
23 mitments.

24 Do you agree with that?

25 A We don't have information to this effect.

Q So, at this time, Mr. Kowieski, you are unable

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to render an opinion one way or the other, correct?

2

A I cannot respond to your question, whether the buses are -- there are prior commitments of the resources identified in the plan.

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Q Well, would you agree with me, Mr. Kowieski, that the letters of intent which you have reviewed do set forth prior commitments of the bus companies?

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A (Witness Keller) We testified to that. That's correct.

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Q Contention 24.F.3 states that the LILCO plan assumes that all schools will implement an early dismissal in the event of an emergency in which no protective actions were recommended for the general public, and the plan assumes that schools will evacuate and relocate their students to locations outside the EPZ, and that if such dismissals for evacuations were to occur most buses in the vicinity of the EPZ would be required by schools to transport children to their homes.

19

Do you agree with that?

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A (Witness Kowieski) If I understand what you said, if one of the protective actions called for would be evacuation, my understanding of the plan would be that school children would be transported to the relocation center, not to the home.

25

Q Mr. Kowieski, what I read, 24.F.3, talks about

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2 early dismissal option and also evacuation. And I think
3 the gist of the contention is that if such dismissals or
4 evacuations were to occur that most buses would be required
5 by schools to transport their children and therefore not
6 be available to LILCO.

7 Do you agree with that contention?

8 MR. GLASS: I'm not following where you are get-
9 ting Item Number 3.

10 MR. MILLER: Let me read it exactly. The last
11 sentence of Contention 24.F.3: If such dismissals or
12 evacuations were to occur, most buses in the vicinity of the
13 EPZ would be required by schools to transport children to
14 their houses.

15 (The panel of witnesses are conferring.)

16 WITNESS KELLER: As we have stated before the
17 break, the plan has in it letters of intent for a large
18 number of buses in excess of what the plan calls for for
19 evacuation of the general public.

20 We don't have any knowledge of whether most is
21 a reasonable term or not. We don't know whether most of
22 the buses available would be involved with taking children
23 to their home.

24 The early dismissal option is one which is
25 designed, as we said before, to get the children home prior
to making a protective action recommendation for the general

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2 public. Hopefully, there would be sufficient time that the
3 early dismissal would be completed before you had to go to
4 a general public protective action in which you need the
5 other buses.

6 We have also stated that we currently, as it
7 stands now, find the situation to be unacceptable. These
8 letters of intent which have a prior commitment are not
9 acceptable within the criteria of 0654. If another set of
10 letters comes in which still has the same prior commitment,
11 we have to look at it.

12 But as it currently stands right now, it is not
13 an acceptable situation within the criteria of 0654.

14 BY MR. MILLER: (Continuing)

15 Q Let me ask you about Contention 24.F.4, and I
16 think we have already touched on this one. That contention
17 states that many of the buses within a reasonable distance
18 of the EPZ have capacities substantially less than forty
19 passengers.

20 Do you agree with that contention?

21 A (Witness Kowieski) We don't have information to
22 verify the information provided in the contention.

23 Let me add to whatever I said, that when we
24 evaluated letters of intent from bus companies, some of the
25 bus companies identified the capacity of their buses to be
less than forty passengers, the forty seats.

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2 Q And finally with respect to Contention 24.F.5,
3 Mr. Kowieski, do you agree that as alleged LILCO does not
4 itself possess the number of forty passenger buses that
5 would be necessary to implement the LILCO plan?

6 A I think, if I understand your question, are
7 you asking me if whether LILCO is in possession of buses
8 to implement evacuation?

9 Q Yes. Does LILCO itself possess the buses?

10 A I don't have information to this effect.

11 (Witness McIntire) You are distinguishing
12 between possessing, under their control, as opposed to
13 having letters of intent or letters of agreement?

14 Q Yes, sir.

15 A Okay.

16 Q Mr. McIntire, your answer would agree with Mr.
17 Kowieski's?

18 A Yes.

19 Q Moving on to Contention 24.G, gentlemen, which
20 is discussed on Page 16 of the testimony, this regards the
21 use of ambulances by LILCO during an evacuation of the
22 EPZ; is that correct?

23 A (Witness Kowieski) I'm sorry. Would you please
24 restate your question?

25 Q I'm just trying to establish, would you agree
with me that Contention 24.G involves LILCO's letters of

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2 agreement or letters of intent, I'm sorry, letters of
3 intent, with ambulance companies?

4 A (Witness McIntire) Could you read that for the
5 benefit of us, please?

6 Q It's a fairly long contention. It begins:
7 According to LILCO's estimates, it will require sufficient
8 ambulances to make 113 ambulance trips and enough ambulettes
9 to make 209 trips in order to evacuate the nursing and adult
10 homes located in the EPZ and the homebound who reside in
11 the EPZ.

12 It goes on from there and discusses ambulances
13 and ambulette requirements.

14 A Yes.

15 Q And you state very clearly, Mr. Kowieski, on
16 Page 16, that an assessment of whether the number of
17 ambulances identified in the plan are actually available
18 would be determined during an exercise, correct?

19 A (Witness Kowieski) That's correct.

20 Q And the same again would be true for the buses,
21 correct?

22 A That's correct.

23 Q Is it fair then to say, Mr. Kowieski, that at
24 this time FEMA is unable to render an opinion with respect
25 to Contention 24.G which involves the number of ambulances
and ambulettes needed by LILCO?

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1 A We can render our opinion with regard to letters
2 of agreement or letters of intent, and we have already
3 stated so. For the record, it's in our testimony that
4 there is no letters of agreement with bus or ambulance
5 companies. There are only letters of intent.

6 And that's why we, in our RAC review of Element
7 A.3 and C.4, rated this element to be inadequate.

8 Q And the first sentence of Answer 24.G, Mr.
9 Kowieski, states that the RAC review of the LILCO transi-
10 tion plan has concentrated on assessing whether various
11 elements of the plan comply with the planning standards and
12 the evaluation criteria set forth in NUREG 0654.

13 Do you see that statement?

14 A Yes, I do.

15 Q Now, we again discussed this matter during your
16 deposition and during the deposition of the other gentle-
17 men on the panel, and I take it that based on the statement
18 in your testimony, it's fair to say that the RAC review
19 was in essence a review of a paper plan against the criteria
20 of NUREG 0654; is that correct?

21 A Our RAC review was to actually determine whether
22 or not information provided in the plan meet the NUREG 0654
23 planning criteria.

24 Q And in that context, Mr. Kowieski, is it fair to
25 say that the review was a review of the paper plan against

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the criteria of NUREG 0654?

2 MR. GLASS: I object. The witness has stated
3 very clearly what the RAC review consisted of. The fact
4 that Mr. Miller wants a question where he is going to be
5 able to use the phrase "paper plan" I think does not give
6 him an opportunity to keep repeating the same question.

7 JUDGE LAURENSEN: Overruled.

8 WITNESS KOWILSKI: I feel it would be very help-
9 ful if I restate NUREG planning criteria A.3. It says:
10 Each plan shall include written agreements referring to the
11 concepts of operations developed between the Federal, State
12 and local agencies and other support organizations having an
13 emergency response role within the emergency planning zone.
14 The agreements shall identify the emergency measures to be
15 provided and mutually acceptable criteria for their imple-
16 mentation and specify the arrangements for exchange of in-
17 formation. These agreements may be provided in an Appendix
18 to the plan or the plan itself may contain descriptions of
19 these matters and signature page in the plan may serve to
20 verify the agreements. The signature page format is a proffer
21 of organizations where response functions are covered by
22 those. The regulations or Executive Orders or separate
23 written agreements are not necessary.

24 This particular requirement is only -- goes as
25 far as to verify whether the plan itself contains letters of

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2 agreement. It does not go and require that actually the
3 RAC, the FEMA, would verify whether information presented in
4 the plan are correct or not. And so it is stated, for the
5 record, this would be accomplished during the exercise.

6 BY MR. MILLER: (Continuing)

7 Q Mr. Kowieski, maybe again we have had a little
8 trouble communicating. I'm not quite sure why you read to
9 me that segment of the RAC.

10 I was asking in particular about the first
11 sentence of Answer 24.G on Page 16 of the testimony where
12 it states that the RAC review has concentrated on assessing
13 various elements against the standards of NUREG 0654.

14 And what I have asked you is, is it therefore
15 fair to say that the RAC review was, in essence, a review
16 of the paper plan against the criteria of 0654?

17 A It was a review of the plan, that's correct. A
18 review of the plan.

19 Q And I gather from what you have just stated about
20 the exercise, Mr. Kowieski, that again a determination as
21 to whether the plan as such would actually work must await
22 the FEMA-graded exercise; is that correct?

23 A That's correct.

24 end #14
25 Reb flws

1 Q Is it fair to say, Mr. Kowieski, when you
2 talk about the evaluation that would be conducted during an
3 exercise with respect to ambulances that, again, FEMA
4 would rely on a sampling approach to determine whether the
5 number of ambulances identified in the plan would
6 actually be available to LILCO during an emergency?

7 A We would rely on our interviews of responsible
8 officials that are in control and can direct and allocate
9 resources during the emergency, that is correct.

10 Q With respect to the IILCO plan, Mr. Kowieski,
11 such officials would be or would include officials
12 with the ambulance companies, correct?

13 A That is correct.

14 Q And LILCO officials; is that correct?

15 A That is also correct.

16 Q Mr. Kowieski, with respect to contention 24.G and
17 LILCO's reliance on the private ambulance companies, I
18 take it that FEMA has not visited or met with any ambulance
19 companies or company officials at this time; is that correct?

20 A That is correct.

21 Q And you have not attempted to determine the
22 ambulances that would actually be necessary in order to
23 effectively implement the LILCO plan at this time; is that
24 correct?

25 A We rely on the information provided in the plan.

1 Q So you have not attempted to make any
2 determination independent of the information set forth in the
3 LILCO plan?

4 A We did not.

5 Q I take it, Mr. Kowieski, that FEMA has not
6 attempted to determine and is not aware of the location
7 of the various ambulance companies relied upon by LILCO;
8 is that correct?

9 A Unless letters of intent provided the location
10 of various ambulance companies, I don't have an instant
11 recollection. I would have to go to the appendix and, if
12 you desire so, we may go to each letter of intent with
13 ambulance company and verify, and then I will be able to
14 respond to your questions with accuracy.

15 Q If you saw in the letter of intent, Mr. Kowieski,
16 the location of an ambulance company, would that tell you
17 the proximity of that ambulance company to the Shoreham
18 plant?

19 A As again I stated, unless letter of intent
20 stipulates the location of various dispatch stations,
21 ambulance dispatch stations, other wise I won't be able,
22 based on the letter of intent.

23 If letter of intent only speaks in general
24 terms that we will commit, let's say, 50 ambulances, I
25 won't be able to determine whether those ambulances are

1 located in close proximity to ten-mile EPZ.

2 Q Mr. Kowieski, to your knowledge, does LILCO rely
3 on some ambulance companies that are located in Nassau County?

4 A One minute.

5 (Pause.)

6 A (Witness McIntire) Our recollection is that is
7 correct.

8 Q Mr. McIntire, are you aware of the fact that
9 private ambulance companies outside of Suffolk County
10 may not be authorized to perform services outside of
11 Nassau County?

12 A I am not aware of that fact.

13 Q Assuming that that fact is correct, would that
14 fact be relevant to FEMA's inquiry into any letter of
15 agreement that LILCO might obtain with private ambulance
16 companies?

17 (Witness conferring.)

18 A The fact that you stated that if an ambulance
19 company were prohibited from legally carrying out its
20 responsibilities in Suffolk County and this was brought to
21 our attention, it would certainly be of concern and interest
22 to us.

23 Q Mr. Kowieski, contention 24.I discusses letters
24 of agreement or lack of letters of agreement with transfer
25 points. And it is discussed on page 16 of your testimony.

15/4

1 Do you see that?

2 A (Witness Kowieski) Yes, I do.

3 Q Now, you state, Mr. Kowieski, that while there are
4 no letters of agreement for the use of these facilities --
5 meaning transfer points -- the RAC, in its review of the
6 LILCO plan, did not identify the lack of written agreements
7 with the owners of non-LILCO facilities as an area of
8 concern that would be sufficient enough to find the
9 plan inadequate in this regard.

10 Do you see that?

11 A Yes, sir.

12 Q Could you tell me why the RAC did not identify
13 lack of agreements with transfer points to be an area of
14 concern?

15 A I would defer this question to Mr. Keller.

16 A (Witness Keller) Basically, it was a matter of
17 the degree to which these facilities were going to provide
18 support. These were basically parking lots, not exactly
19 vacant structures, but at least open areas where busses
20 would pull in, people would get off of one bus and get on to
21 another bus. Okay?

22 If it were a true emergency and it was the correct
23 thing to do to evacuate people, we didn't think that the fact
24 that these people -- LILCO did not have a letter of agreement
25 with the owners of these parking lots, basically, was all that

1 critical. The fact they didn't have a letter of
2 agreement with the bus was much more critical.

3 The parking lot didn't seem to be that serious.

4 Q Are you saying, Mr. Keller, that it was assumed
5 by the RAC that even without such agreements LILCO would
6 merely use the parking lots to carry out evacuation of the
7 LILCO plan?

8 A Probably.

9 Q Is there any type of facility that could serve
10 as a transfer point under the LILCO plan, Mr. Keller,
11 that in your opinion would require a letter of agreement
12 to comply with 0654?

13 A That is a hypothetical. I could think of --
14 the plan is not written in this regard, but if the plan
15 were written where these busses would go into a building,
16 then I would think that the owner of that building
17 where these busses had to go into the building, that they
18 would have to have a letter of agreement from that individual,
19 the owner of the building.

20 But as I say, the plan is not written in that
21 regard.

22 These are all, my understanding, parking lot type
23 situations.

24 A (Witness Baldwin) I would add to that that no one
25 of the RAC members submitted a comment either written or

1 verbal regarding the specific consideration of these, of
2 letters of agreement with these transfer points.

3 Q Would you agree with me, Mr. Keller, that under the
4 LILCO plan, if transfer points, as designated by LILCO, were
5 not available to LILCO, the evacuation time estimates
6 in the LILCO plan for the evacuation of the public without
7 access to automobiles, for example, would be affected?

8 A (Witness Keller) It would be affected. I
9 don't know whether it would be shorter or longer. I am
10 not an evacuation time estimate expert. The LILCO plan
11 uses transfer points where a buss will operate on an
12 evacuation route, go to another predesignated location,
13 the people would get off of that bus and perhaps other
14 busses who have run routes, and then be transported to
15 the reception centers outside the EPZ.

16 I don't know and can't state from anything I
17 know whether or not it would take longer or whether it
18 would be shorter just to run the busses directly from the
19 evacuation routes to the EPZ.

20 I would agree that it would be affected.

21 Q Are you aware of the fact, Mr. Keller, that
22 LILCO's estimated route times begin and end with the
23 transfer points?

24 A That is correct. That is my understanding.

25 Q I take it, Mr. Keller, from your statements today,

1 that you have not been to any of the transfer points that
2 are relied upon by LILCO.

3 A That is correct.

4 Q Mr. Kowieski, has anyone from FEMA visited any of
5 these transfer points?

6 A (Witness Kowieski) Not to my knowledge.

7 Q Has FEMA attempted to verify the ownership of
8 any of the transfer points?

9 A I don't understand the question.

10 Q Has FEMA attempted to verify the ownership of any
11 of the transfer points relied upon by LILCO?

12 A No, sir.

13 Q I take it, Mr. Kowieski, that FEMA has not
14 attempted to determine the locations of any of the transfer
15 points relied upon by LILCO: is that correct?

16 A We are going by information provided in the plan,
17 and the plan is specific with regard to location of
18 various transfer points. The page -- it is Appendix A, page
19 IV-74.C.

20 Q So again, Mr. Kowieski, you have relied upon the
21 information set forth in revision 3 of the LILCO plan,
22 correct?

23 A That is correct.

24 Q Are you aware of the fact that LILCO has changed
25 some of its transfer points since revision 3 was released?

1 A I am not aware of it.

2 A (Witness Keller) We all have, I believe,
3 received revision 4 of the LILCO plan. I don't think any
4 of us have looked at it to know what is in it, but
5 based on the meeting that we had with LILCO of May 11,
6 there was some discussion that some of these things were
7 going to be changed.

8 I know I have not looked at my revision 4. I
9 don't think anybody else has either. But they said they
10 were going to change some of these. So maybe we are aware
11 of the fact that they are going to change them.

12 Q I assure you, Mr. Keller, and the rest of
13 the panel, that none of my questions during the next
14 two days will be based on revision 4 of the LILCO plan.

15 Let's look at contention 24.J, gentlemen,
16 which is set forth -- your testimony is set forth on
17 page 17, and your testimony involves LILCO's letters of
18 agreement with special facilities; is that correct?

19 A That is correct.

20 Q Now, contention 24.J talks about the lack
21 of letters of agreement between LILCO and a number of
22 special facilities, and I want to read them to you.
23 They include -- well, let me just read, "The LILCO plan
24 relies upon special facilities, nursery schools and their
25 employees to perform several functions necessary to the

1 successful evacuation of such facilities according to
2 the LILCO plan. The facilities involved are the
3 nursing and adult homes and the nursery schools in and
4 near the EPZ, the Association for the Help of Retarded
5 Children facilities, United Cerebral Palsy Facilities,
6 John T. Mather Memorial Hospital, St. Charles Hospital,
7 Central Suffolk Hospital, Maryhaven Center of Hope
8 facilities and the BOCES learning center."

9 Now, your testimony seems not to address
10 the nursing and adult homes and the nursery schools in
11 and near the EPZ.

12 Is that correct?

13 A (Witness McIntire) I think the parallel that
14 can be drawn here is these types of facilities are
15 similar to the schools where the people within the care
16 of these various facilities have to be cared for under
17 any type of an emergency that might affect any of the
18 particular facilities.

19 So, therefore, we have the parallel, and we have
20 not seen letters of agreement nor do we require them.

21 Q So, Mr. McIntire, it is your testimony that
22 letters of agreement with nursing and adult homes and
23 nursery schools would not be required, just as letters
24 of agreement are not required for the facilities set forth
25 in your answer to contention 24.J; is that correct?

15/10

1 A I will quote the last paragraph of that testimony.
2 "It should be noted that only Central Suffolk Hospital
3 has been identified as a support facility. A letter of
4 agreement could not be located in the plan for this
5 support response organization."

6 Q Going back, Mr. Kowieski, to your definition
7 of a support organization earlier today -- that is,
8 an organization which LILCO would rely upon in the event
9 of an emergency, is it your testimony that special
10 facilities such as hospitals, nursery schools, adult
11 homes, are not support organizations?

12 A (Witness Kowieski) Unless the plan assigns
13 to them a specific emergency response role.

14 Q Are you aware of the fact, Mr. Kowieski, that
15 the facilities we have been discussing under the LILCO
16 plan are expected to perform functions such as the
17 implementation of LILCO's evacuation procedures in the
18 event of an emergency at the Shoreham plant?

19 MR. GLASS: Mr. Miller, you have been discussing
20 a number of different facilities at this point. Could
21 you clarify for me which ones you are talking about now?

22 MR. MILLER: Let's talk about one of the
23 hospitals mentioned, Mr. Kowieski, the John T. Mather
24 Memorial Hospital.

25 Are you aware of the fact that under the LILCO plan,

1 if an evacuation of such a hospital would be necessary,
2 LILCO would rely upon the personnel of that hospital to
3 help evacuate the patients?

4 WITNESS KOWIESKI: I will defer this question
5 to Mr. Keller.

6 WITNESS KELLER: It is my understanding and my
7 recollection of the plan that there is no preplanned
8 evacuation of these hospitals within the plan. If the
9 hospital administrator decides on his own that he wishes to
10 evacuate, that is a different story.

11 But since the three hospitals which are in the
12 ten-mile EPZ are all very near the edge of the ten-mile EPZ
13 and since the risk is a graded risk which diminishes with
14 distance, the LILCO transition plan contains provisions
15 where it is not the plan concept to evacuate these hospitals.

16 It is also considered, within the plan, that if
17 the administrator of a hospital on his own would like to
18 evacuate, that LILCO will provide transportation on an
19 as-available basis to that administrator to do something
20 which is not in accordance with the LILCO plan.

21 WITNESS MC INTIRE: It has also been my
22 experience that most hospitals do have evacuation plans
23 for any type of an emergency which are carried out by
24 hospital personnel and equipment.

25 BY MR. MILLER:

1 Q Have you made that determination, Mr. McIntire,
2 with respect to any of the hospitals in or near the EPZ
3 around Shoreham?

END 15

4 A No.
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1 Q Let me take another example. Isn't it a fact
2 that under the LILCO Plan, the personnel of adult homes are
3 expected to help implement LILCO's evacuation procedures
4 in the event an evacuation of such facilities would be
5 required?

6 A (Witness Keller) Insofar as these are people
7 within the EPZ. If the recommendation is to take protective
8 action, that is evacuation, were given by LERO,
9 then these people would be expected to respond.

10 Q Notwithstanding that, Mr. Keller, is it your
11 testimony that adult homes, for example, do not constitute
12 support organizations requiring letters of agreement in
13 compliance with NUREG 0654?

14 A I think that is what Mr. Kowieski has said, yes.

15 Q I take it, Mr. Kowieski, looking at the last
16 paragraph on page 17 of your testimony, that you consider it
17 at this time a plan deficiency that there is no letter of
18 agreement in the Plan for Central Suffolk Hospital, is
19 that correct?

20 A (Witness Kowieski) That is correct, sir.

21 Q If you will look, gentlemen, at Contention 24.K,
22 which is set forth on page 18 of the testimony, this involves
23 letters of agreement with drivers, ambulance corps, and medical
24 personnel. You state, Mr. Kowieski, that the letters of
25 intent, which are discussed earlier in your testimony, specify

1 that manned vehicles will be provided in an emergency, do
2 you see that?

3 A Yes, I do.

4 Q Now, what do you mean by, 'manned vehicles will
5 be provided?'

6 A It would be actual equipment, bus or ambulance,
7 and driver.

8 Q Are you referring there just to the driver of
9 the vehicle?

10 A (Witness Keller) It is our impression that if
11 an ambulance has a driver and a separate medical support
12 individual as a normal complement of personnel on that
13 ambulance, that that would be the manning of that ambulance.

14 Q Is it your testimony that the letters of intent
15 which you have reviewed, provide assurance that the ambulances
16 which would be made available to LILCO would be manned by both
17 a driver and by appropriate medical personnel?

18 A As we have testified several times, the letters
19 which were in the LILCO Plan currently do not provide assurance
20 of anything at this point in time, and this is a deficiency
21 at the current time. It is an inadequacy. It does not meet
22 the criteria of 0654.

23 Q If you will look, please, gentlemen, at Contention
24 24.L, which goes to the issue of dispatch location relied upon
25 by LILCO, you state that -- well, you refer in your answer

1 for Contention 24.F, in response to the question: Does the
2 LILCO Plan contain letters of agreement which will provide
3 services to dispatch ambulances for use during a radiological
4 emergency.

5 Is it fair to say, Mr. Kowieski, that the answer
6 to Question 29 in your testimony is, therefore, no?

7 A At the current time, the letters of intent with
8 the bus companies and the ambulances are not satisfactory
9 because they are only letters of intent. They are not
10 contractual. They are subject to prior commitment, et cetera.

11 The current time, the letters which are in the
12 Plan are not adequate to meet the requirement of 0654, again.

13 Q Looking at Contention 24.M, gentlemen, which goes
14 to, as you say, letters of agreement with bus companies, unions,
15 or other groups to provide drivers, I would like some clarifi-
16 cation on this one, if you can give it to me.

17 Contention 24.M, and perhaps I should read it,
18 it is not that long. It states as follows: The LILCO Plan
19 relies upon school bus drivers for implementation of early
20 school dismissals and evacuation, relocation of school children.
21 However, LILCO has no agreements with school bus drivers to
22 perform such a function in the event of a radiological
23 emergency at Shoreham. In the absence of such agreements, the
24 protective actions for school children cannot, and will not,
25 be implemented.

1 Now, your testimony addresses the issue of whether
2 there are letters of agreement with bus companies, unions or
3 other groups to provide drivers. Is it your understanding
4 that under the LILCO Plan, LILCO employees would provide the
5 drivers to evacuate school children?

6 A No -- let's back off. There are two things which
7 are the options we discussed this morning, or early this
8 afternoon. The early dismissal under the LILCO Plan, early
9 dismissal would use the school buses and their regular drivers.
10 This occurs at a very low -- at an early emergency classification
11 level, at the alert stage.

12 There is no general public evacuation at this
13 time. None to be considered, so that the school children,
14 -- the normal school bus drivers would be involved in taking
15 the school children back to their home before there was any
16 problem offsite, any possible problem offsite by definition.
17 If there is an offsite problem, you are at least at secondary
18 emergency, or perhaps a general emergency, so that the school
19 bus drivers, the regular school bus drivers would be involved
20 with the early dismissal portion of the program.

21 If the school children are to be evacuated at
22 either secondary emergency or general emergency, it is my
23 recollection that the Plan says that the LERO, or LILCO
24 employees, would be the drivers of the school buses.

25 Q When you talk, Mr. Keller, in Question and Answer

1 30, about letters of agreement with bus companies, unions,
2 or other groups to provide drivers, to whom are you referring?

3 A Okay. We tried to paraphrase the contention,
4 okay? Maybe we didn't do a very good job, but in our answer
5 we are talking about the LILCO employees for the school
6 evacuation portion of when a protective action for the general
7 public would have already been made.

8 The early dismissal portion of the option for
9 the school children would be before any protective action
10 recommendation for the general public had been made.

11 Q Just to make sure I understand, Mr. Keller, is
12 it your understanding that under the LILCO Plan, for evacuation
13 of school children from the schools, LILCO would use its
14 employees to drive the school buses?

15 A Yes, sir.

16 Q Does everyone else in the panel have the same
17 understanding of the LILCO Plan in this regard?

18 A (Witness Kowieski) Just one minute.

19 Q Mr. Keller, perhaps while others are looking
20 I can ask you a follow up question.

21 A (Witness Keller) I would prefer that we all
22 listen to the questions.

23 Q Okay.

24 A (Witness McIntire) We all concur.

25 Q Well, let me ask you now, Mr. Keller, the follow-up

1 question.

2 Is it your opinion, then, that letters of agreement
3 with bus drivers are not necessary because under the LILCO
4 Plan, LILCO is using its own employees to drive the buses
5 to evacuate the school children?

6 A (Witness Keller) When there is a potential
7 danger, and the general population has been told to do
8 something else.

9 Q I was with you until you said, 'to do something
10 else.'

11 A The general population is told to evacuate or
12 to shelter, and you have bus drivers out driving buses.
13 That is an action which is different than the general
14 population, okay? Under those conditions, it is my understanding
15 of the plan, that they would be using LILCO drivers under
16 that status.

17 Prior to that, before the general public had been
18 given any protective action recommendation, i.e., at the alert
19 level, when the early dismissal portion of the program is to
20 be undertaken, you would use the regular school buses, and
21 their drivers.

22 And since there is no protective action recommenda
23 at that time, there is no problem with these drivers being out
24 on the street doing their regular job.

25 Q Mr. Keller, if LILCO were to rely on school bus

1 drivers in all cases to drive the buses for evacuating school
2 children, under that circumstance, in your opinion, would
3 letters of agreement with such bus drivers then be necessary?

4 A This is a hypothetical situation?

5 Q Yes, sir.

6 A I would think that if -- well, we have not in the
7 past required letters of agreement with individual drivers.
8 We have required letters of agreement with bus companies to
9 provide buses, but not with individual drivers. So the
10 answer to your hypothetical would be, no.

11 Q And the answer, Mr. Keller, would be no whether
12 or not it was a bus company or a school bus driver being
13 relied upon by LILCO.

14 A Individual drivers. I believe you asked about
15 would we require letters of agreements with the drivers,
16 and the answer to that would be, no.

17 Q You state, Mr. Kowieski, at the end of Contention
18 24.M testimony, that the RAC has recommended that the Plan
19 specify the number of drivers that have been trained and
20 licensed to respond to a radiological emergency at Shoreham.
21 Do you see that?

22 A (Witness Kowieski) Yes, I do.

23 Q Can you tell me why this recommendation was
24 made?

25 A We felt that identification of number of individuals

1 that will serve as drivers wasn't sufficient. We felt that
2 we must have some kind of assurance that those individuals
3 have been trained and licensed in the State of New York.

4 Q Mr. Kowieski, are you aware of the fact that in
5 New York to transport school children, bus drivers must be
6 certified by school officials?

7 A (Witness McIntire) They have to be certified
8 by school officials? We are aware that they have to have a
9 special license, but I was not aware they had to be certified
10 by particular school officials.

11 Q If certification were required, Mr. McIntire,
12 is that something else you would specified in the LILCO Plan?

13 A We certainly would want to be sure that there
14 was compliance with all legal requirements.

15 Q So you would want to specify not only the number
16 of drivers that have been trained and licensed, but the number
17 of drivers certified by the schools, is that correct?

18 A If certification was a requirement, the answer
19 would be, yes.

20 Q All right. I take it Mr. Kowieski, that at this
21 time FEMA does not have any knowledge regarding the number
22 of LILCO drivers that have been trained, licensed, or
23 certified, is that correct?

24 A (Witness Kowieski) That is correct.

25 Q Mr. Keller, let me ask you, with respect to your

1 understanding of the LILCO Plans reliance on LILCO employees
2 to, in certain situations, evacuate the school children, drive
3 the buses, could you tell me what portion of the Plan supports
4 your understanding in this regard?

5 A (Witness Keller) I would say it is the procedure.
6 One of the implementing procedures, and it would take me a
7 while to find it, but if you would like, I will look.

8 Q Let me just state that during your depositions,
9 when I say, 'the LILCO Plan,' I am always referring to any
10 one of the four volumes of the LILCO Plan. I will specify
11 the one volume that is technically the Plan when I mean that.

12 A Okay. It is my recollection it is one of the
13 procedures, or it may be in Appendix A, but there is a portion
14 in Appendix A, I am sure, and there is a portion in the
15 procedure -- in one of the procedures, but it would take a
16 while to find it.

17 Q Rather than take the time now, do you think maybe
18 you could try to find that during the evening and tell me
19 tomorrow morning?

20 A (Witness points to his attorney, Mr. Glass.)

21 Q I would appreciate it.

22 A Sure.

23 Q Mr. Kowieski, I want to go back, just for a
24 second, to the issue of Contention 24.L, which involves the
25 dispatch locations relied upon by LILCO. I take it, Mr.

1 Kowieski, that at this time FEMA is not aware of the locations
2 of the dispatch locations used by the ambulance companies
3 relied upon by LILCO, is that correct?

4 A (Witness Kowieski) That is correct. We did not
5 concentrate on the location of various dispatch stations, because
6 already as we stated for the record, this particular element,
7 Element A.3, was found deficient for the simple reason that
8 letters of intent did not commit the bus drivers or equipment.

9 A (Witness McIntire) But we did also testify that
10 some of the letters of intent may have specified specific
11 locations.

12 Q Mr. McIntire, the letters of intent would have
13 specified locations for the ambulance companies, correct?

14 A Correct.

15 Q Do you assume that the dispatch locations for
16 the private ambulance companies is necessarily the same as
17 the address of the company itself?

18 A We don't assume either way.

19 Q I take it at this time, Mr. McIntire, you would
20 not have any knowledge regarding any of the communications
21 equipment used by any of the ambulance companies dispatch
22 locations, is that correct?

23 A I have some basic information as a result of my
24 review of the testimony regarding this matter.

25 Q Whose testimony are you referring to, LILCO's?

1 A I can't recall the specific testimony.

2 Q What information do you have that you are referring
3 to?

4 A The information I have is that the ambulance
5 companies virtually all have their own type of communication
6 equipment between the ambulance and its dispatch point.

7 Q Do you know what type of communications equipment
8 that would be?

9 A Normally, it is a type of radio.

10 Q With respect to the ambulance companies relied
11 upon by LILCO, do you specifically know, however, what type
12 of equipment is used by the ambulance dispatch locations?

13 A No. But this would be observed at an exercise.

14 Q If you will look, gentlemen, at Contention 24.N,
15 which is on page 19 of the testimony, that part of the testimony
16 deals with the relocation centers in the LILCO Plan, is that
17 correct?

18 A (Witness Keller) That is correct.

19 Q Now, the question is asked, Mr. Kowieski, in terms
20 of letters of agreement with facilities to be used as relocation
21 centers for school children, hospital patients, handicapped
22 individuals, or residents of special facilities, correct?

23 A That is correct.

24 Q Does the question also -- well, is your testimony
25 also meant to include relocation centers for the general
public?

1 A (Witness Kowieski) That is correct.

2 Q I take it, Mr. Kowieski, that the Plans failure
3 to identify relocation centers for school children is, at
4 this time, considered a deficiency by FEMA, is that
5 correct?

6 A We have no information whether relocation centers
7 identified in the Plan will be used only by general population.
8 At this point in time, the Plan states as far as nursing and
9 adult homes, nursery schools, public schools, parochial
10 schools, relocation centers to be arranged.

End 16. 11
Sue folls.

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2 However, it is quite possible that the intention
3 of this plan is that the location center identified, the
4 three location centers identified, could be used also by
5 special facilities. We, in our review of the plan, we
6 identify -- we stated, the two location centers designated
7 in the plan are not adequate to meet the requirement of
8 NUREG 0654.

9 Q Let me back up, Mr. Kowieski, and make sure we
10 understand one another.

11 At this time, the LILCO plan does not identify
12 relocation or reception centers for the particular schools
13 in and near the EPZ; is that correct?

14 A That's correct.

15 Q Does FEMA consider LILCO's failure to identify
16 centers for school children to be a deficiency?

17 A No. We have not identified this to be a
18 deficiency. We assume, as I stated, that the relocation
19 centers identified in the plan were also designed to ac-
20 commodate school children and special facilities.

21 However, we stated in our testimony that those
22 persons are to be sent to relocation facilities different from
23 general public relocation centers. The listing of the
24 special relocation facilities must be finalized and supported
25 by letters of agreement.

 Q Mr. Kowieski, if under the LILCO plan school

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2 children once evacuated were to be sent to relocation
3 facilities different from general public relocation centers,
4 would the plans failure to have identified such reception
5 facilities for school children be a deficiency in your
6 opinion of the LILCO plan?

7 A Yes, sir.

8 Q And would the same be true with respect to
9 evacuation of special facilities residents to relocation
10 centers?

11 A The same would apply to special facilities as
12 well.

13 Q You set forth, Mr. Kowieski, on Page 19 of the
14 testimony three facilities, Suffolk County Community College,
15 BOCES in Islip and SUNY in Stony Brook as the primary re-
16 location centers relied upon by LILCO; is that correct?

17 A That's correct.

18 Q To your knowledge, does LILCO still rely on
19 these facilities as its primary relocation centers?

20 A Well, I haven't seen the revised plan, revised
21 pages. It is my understanding based on May 11 meeting in
22 New York City with LILCO that LILCO was pursuing to identify
23 relocation centers, two relocation centers, that are dif-
24 ferent than those specified in the plan, in the present
25 plan.

Q I take it, Mr. Kowieski, that you are not, however,

#17-3-SueT 1

2 aware of the fact that with the exception of St. Joseph's
3 College, Patchogue, none of the relocation facilities set
4 forth in your testimony are relied upon or, at this time,
5 available to LILCO; is that correct?

6 A That's correct.

7 Q In your opinion, Mr. Kowieski, is it adequate to
8 send residents or patients from special facilities who need
9 special care to general relocation centers for the public?

10 A Again, it depends what kind of facilities would
11 be available at a relocation center designated for general
12 population. It's quite possible that the reception center
13 designated for general population would be equipped to
14 handle special population.

15 Q At this time, Mr. Kowieski, you do not know that,
16 however, do you?

17 A No, I don't.

18 Q Does FEMA intend to find out?

19 A During the exercise.

20 Q Now, you state at the end of the testimony on
21 Page 19, Mr. Kowieski, that the listing of the special
22 relocation facilities must be finalized and supported by
23 letters of agreement.

24 Do you see that?

25 A Yes, I do.

Q You are not implying by that statement, are you,

#17-4-SueT

1 Mr. Kowieski, that letters of agreement with general public
2 relocation centers are not necessary?

3 A Yeah, that's a requirement. If I understand your

4 Q It is a requirement to have letters of agreement
5 with relocation centers for the general public, correct?

6 A That's correct.

7 Q Mr. Kowieski, I take it that it's fair to say
8 that at this time FEMA has not verified or attempted to
9 verify the suitability of any of the relocation centers
10 relied upon by LILCO, correct?

11 A That's correct.

12 MR. MILLER: Judge Laurenson, I think this would
13 be a good time for the second break.

14 JUDGE LAURENSON: We will take a ten minute
15 recess.

16 (Whereupon, the hearing is recessed at 4:58 p.m.,
17 to reconvene at 5:13 p.m., this same day.)

18 JUDGE LAURENSON: Are we ready to resume? All
19 right, back on the record.

20 Mr. Miller.

21 BY MR. MILLER: (Continuing)

22 Q Gentlemen, let's go to Contention 24.0, please,
23 which involves Suffolk County Community College. Let me
24 just ask, in your testimony you state if Suffolk County
25 Community College would not be available another relocation

#17-5-SueT

1 center or centers with facilities to accommodate the potential
2 evacuated population would be estimated to arrive at the
3 Suffolk County Community College relocation center would need
4 to be arranged for, and these arrangements would need to be
5 supported by letters of agreement.

6 Do you see that statement?

7 A (Witness Kowieski) Yes, we do.

8 Q Mr. Kowieski, to your knowledge, has LILCO ar-
9 ranged for any such replacement relocation center or centers?

10 A I'm not aware of such an arrangement. However,
11 as I already stated for the record, at the May 11th, 1984
12 meeting at FEMA offices in New York City, we have been ad-
13 vised that LILCO is pursuing to arrange for two reception
14 centers that are different than those identified in the pre-
15 sent plan, Revision 4. Revision 3, I'm sorry.

16 Q But to your knowledge, Mr. Kowieski, at this
17 time LILCO has not made such arrangements; is that correct?

18 A I'm not aware of such arrangements.

19 Q And to make sure the record is clear, Mr. Kowieski,
20 with respect to relocation centers for the general public,
21 there must be letters of agreement and if there are not that
22 would be a deficiency of the plan, correct?

23 A That's correct.

24 Q Would you look please at Contention 24.P which
25 involves LILCO's reliance on the Red Cross? That's also

#17-6-SueT 1

on Page 20 of your testimony.

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You mention in your testimony, Mr. Kowieski, that the LILCO plan contains a letter from the utility confirming LILCO's discussions with the Red Cross. Do you see that?

6

A Yes, I do.

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Q Does FEMA consider it necessary for the Red Cross to enter into a letter of agreement with LILCO and for the plan to contain such a letter of agreement from the Red Cross?

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A (Witness Keller) Yes. The reason being that at the reception centers there will be radiological monitoring. The Red Cross does an excellent job with reception centers in many kinds of disasters.

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In this particular context, there are other things going on in this same facility. And the RAC felt that clarification was needed for the interface between the LILCO people, who will be there doing radiological monitoring, and the Red Cross managing the centers. And, therefore, we thought that a letter of agreement would be required to clarify this interface and make sure that was part of the record and the plan.

23

24

25

Q Mr. Keller, is it fair to say that the absence of a letter of agreement with the Red Cross in the LILCO plan is a plan deficiency?

#17-7-SueT 1

A At the present time, that's correct.

2 Q I take it, Mr. Kowieski, that at this time,
3 FEMA has not met with any representatives of the Red Cross;
4 is that correct?

5 A (Witness McIntire) The answer to that question
6 is, we have met with representatives of the Red Cross.

7 Q I'm sorry, Mr. McIntire. You have met with
8 representatives of the Red Cross?

9 A Using any Red Cross personnel, we have met with
10 some Red Cross personnel.

11 Q Have you met with Red Cross personnel with the
12 Suffolk County Chapter of the American Red Cross?

13 A No.

14 Q Have you met with any representatives of the
15 Nassau County Chapter of the American Red Cross?

16 A No.

17 Q Have you met with any Red Cross personnel that
18 would be assigned any responsibilities or duties or super-
19 visory duties under the LILCO plan?

20 A I am not sure. The answer is probably no.

21 Q Have you met with any Red Cross officials re-
22 garding Shoreham?

23 A Not specifically on Shoreham.

24 Q With respect to Contention 24.R, gentlemen,
25 which is on Page 21 of your testimony, that involves agreements

#17-8-SueT 1

with the State of Connecticut, correct?

2

A (Witness Kowieski) That's correct.

3

Q And you state, Mr. Kowieski, "No formal agreements

4

for the implementation of ingestion pathway protective

5

actions in Connecticut could be located in the plan."

6

Is that correct?

7

A That's correct.

8

Q I take it, Mr. Kowieski, that therefore this is

9

a deficiency of the LILCO plan at the present time?

10

A Based on information provided in the plan, that's

11

correct. However, later -- at a later date after we

12

finished our testimony we received copies of correspondence

13

between the State of New York, the State of Connecticut with

14

regard to protective actions and ingestion pathway.

15

And one of the letters of agreement between

16

the State of -- one of the documents, one of the letters,

17

from State of Connecticut to State of New York indicated,

18

if I recall correctly, if my memory serves, they would take

19

protective action in case of emergency at Shoreham Nuclear

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Power Station.

21

Q Who sent you these letters, Mr. Kowieski?

22

A To be honest, I don't have a recollection.

23

We have a copy of the letter.

24

Q No one on the panel remembers who sent these

25

letters?

#17-9-SueT1

A (Witness McIntire) We have them here. We
are consulting now.

Excuse me. Maybe I misunderstood the question.
Are you requesting who the individual from Connecticut,
the State of Connecticut, and the person from the State of
New York are? Or, are you asking us who physically gave
the copy of the letters to the EMA people?

end #17

Reb flws

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1 Q At this time I am asking who physically sent
2 copies of the letters to the FEMA people?

3 A It was my counterpart from my Boston regional office.

4 Q Who would that be?

5 A Mr. Ed Thomas. He has responsibility for
6 Connecticut.

7 Q Do you know from what source he received the
8 letters?

9 A He received a cc of the letter to Dr. Axelrod
10 from Mr. Mancuso.

11 Q Could you just give me the dates of the
12 letters that you are referring to?

13 A (Witness Kowieski) The letter from Mr. Mancuso
14 to Dr. Axelrod was dated April 18, 1984. There is another
15 letter from David Axelrod to Mr. Mancuso, dated March 30, 1984,
16 and another letter from Mr. Mancuso to Mr. DeVito, the
17 Director of the Office of Disaster Preparedness, State of
18 New York, dated December 15, 1983. Letter from
19 Ms. Stout to Mr. Mancuso, dated March 9, 1984. Letter
20 from Mr. Mancuso to Mr. Vandowski (phonetic) of the State
21 of New York Legislative Commission, dated October 28, 1983,
22 and finally a letter from Mr. Vandowski to Mr. Mancuso
23 dated October 3, 1983.

24 Q Mr. Kowieski, is it fair to say that at this time,
25 no one with FEMA, to your knowledge, has met with or had

1 discussions with any Connecticut officials regarding the
2 state of Connecticut's agreement to perform or to implement
3 ingestion pathway protective actions under the LILCO plan?

4 A Well, to answer the question, as far as we can
5 only speak on behalf of FEMA Region II. We are not
6 responsible for State of Connecticut as far as the
7 emergency planning is concerned. And nobody from our
8 region met with State of Connecticut, with officials in the
9 State of Connecticut. It is quite possible that
10 Mr. Ed Thomas, who is the Chief of the Natural and
11 Ecological Hazard Division in FEMA Region I office in
12 Boston, it is possible that he met with the officials from
13 the State of Connecticut.

14 Q You do not know whether Mr. Thomas had such
15 meetings though, correct?

16 A No, we don't.

17 Q Has anyone from FEMA Region II met with or
18 discussed with any New York State officials the letters
19 that you have referred to before this Board?

20 (Witnesses conferring.)

21 A Not to our knowledge.

22 Q Going to contention 24.S, which is on page 21 of
23 your testimony, that contention involves the training and
24 annual retraining and participation in drills and exercises
25 for non-LILCO personnel; is that correct?

1 A That is correct.

2 Q You state, Mr. Kowieski, in your answer regarding
3 contention 24.S that with respect to non-LILCO personnel,
4 including police, security, and fire fighting personnel,
5 the participation of these personnel cannot be assured
6 since LILCO/LERO does not have mutual aid agreements with
7 these organizations that are supported by letters of
8 agreement.

9 Do you see that statement?

10 A Yes, I do.

11 Q Does LILCO consider this to be a plan deficiency
12 at the present time?

13 A LILCO?

14 Q I am sorry. Does FEMA consider this to be a
15 plan deficiency at the present time?

16 I know the answer to the first question.

17 A Yes, we do.

18 Q You consider it to be a plan deficiency?

19 A Yes, we do.

20 Q Mr. Kowieski, looking on the second line of
21 that phrase I just read into the record, the word "participa-
22 tion," I take it that you are talking there about
23 participation in the training offered by LILCO and not
24 participation in responding to an emergency at Shoreham;
25 is that correct?

1 (Witness conferring.)

2 A Give me one minute.

3 (Pause.)

4 If you look at our question 35, it deals with
5 the initial training, annual retraining, and participation
6 in drills and exercises.

7 Q So in the answer you are referring to participation
8 in the training offered by LILCO, correct?

9 A Not only training, drills and exercises as well.

10 Q Going over to page 22 of your testimony,
11 Mr. Kowieski, there is a discussion at the top regarding
12 whether DOE RAP-RAP personnel will participate in
13 radiological monitoring exercises.

14 Do you see that discussion?

15 A Yes, I do. I refer questions now to Mr. Keller.

16 Q Mr. Keller, let me ask you, assuming that
17 DOE-RAP personnel will not participate in training
18 exercises, would that be considered a deficiency of the
19 LILCO plan?

20 A (Witness Keller) There are several situations.
21 One of the reasons you have training drills and exercises
22 is to increase the facility with which people perform their
23 emergency function.

24 The DOE-RAP team from Brookhaven has its own
25 training that they maintain on an ongoing basis. These

1 people are available to respond to radiological emergencies
2 not only at Shoreham but any other site in this region,
3 transportation accidents and that type of thing.

4 Their training is adequate. The difficulty -- the
5 question area is whether they will participate with
6 LILCO in their -- where the interface occurs. We have not
7 seen anything in writing. Talking to the RAC member
8 from DOE, we have verbal assurance that they will
9 participate in the annual -- I am sorry, the federally
10 evaluated exercise. The DOE-RAP team would participate
11 in the federal exercise.

12 Q Assuming, Mr. Keller, that the DOE-RAP
13 personnel would not participate in LILCO's exercises, if
14 any such exercises should be held, would that be a
15 deficiency of the LILCO plan?

16 A Not necessarily. LILCO does not do any
17 accident assessment on its own and, therefore, there is
18 no problem with evaluating the training for accident
19 assessment.

20 The only issue is the integration. The drills,
21 as opposed to exercises, are small subparts of the plan.
22 And since the accident assessment radiological monitoring
23 is solely given over to the Brookhaven people, there
24 shouldn't be any problem with that area.

25 The only problem might occur in the interface, when

1 you are having an integrated drill, which would be the
2 annual exercise -- I am sorry, the exercise. It may not
3 be annual.

4 Q Yes, sir. And assuming DOE-RAP personnel would
5 not participate in any such annual exercise, how would
6 you then -- how would FEMA determine whether there would
7 indeed be problems with the interface between DOE-RAP
8 personnel and LILCO under the LILCL plan?

9 A If the DOE people would not participate in this
10 exercise, integrated exercise, that was being evaluated
11 by FEMA, it would certainly cause a deficiency in the
12 exercise. But as I said, based on verbal discussions with
13 the DOE RAC member, we were assured that the DOE-RAP
14 team would participate in the exercise.

15 Q At this time, however, you have not seen any
16 written evidence in the LILCO plan to that effect; is
17 that correct?

18 A That is correct.

19 Q If you would look, please, at contention 24.T
20 which involves the U.S. Coast Guard and its role under
21 the LILCO plan, that testimony is addressed on page 22.

22 You state, Mr. Kowieski, that in talking about
23 the LILCO letter with the Coast Guard, you say, "This letter
24 is not specific with regard to the notification of
25 individuals on beaches and in marinas."

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Do you see that statement?

It is at the end of the page.

A (Witness Kowieski) Yes, I do.

Q Mr. Kowieski, assuming that the Coast Guard would not notify persons on the beaches or at marinas within the EPZ, would this be considered a plan deficiency?

(Witnesses conferring.)

A (Witness Keller) If that were the only agency that had been assigned the function of notifying the individuals on the beaches and marinas and the Coast Guard would not do it, then that would be a deficiency.

If there were other means of notifying people on the beaches and marinas, then it wouldn't necessarily be a deficiency.

Q Mr. Keller, to your knowledge, does LILCO depend upon any agency other than the Coast Guard to notify persons on the waterways of the Long Island Sound and persons on the beaches and at marinas?

A It is my recollection that the current plan calls for the Coast Guard to be used to notify individuals on the waterways and the beaches and marinas.

I thought your previous question was a hypothetical one in which you had said, if the Coast Guard won't do it,

1 is that automatically a deficiency. And I tried to
2 answer in the same vein. That would depend on whether
3 somebody else were assigned.

4 The current plan calls for the Coast Guard to
5 do -- to notify on marinas and beaches and the waterways.

6 Q And your concerns are that the letter from the
7 Coast Guard does not indicate whether they will indeed
8 notify people on the beaches and at marinas?

9 A Not specifically -- beaches and marinas are not
10 called out specifically.

11 Q So at this time, Mr. Keller, do you regard it
12 to be a plan deficiency that the letter with the Coast
13 Guard does not specifically state whether it will make such
14 notification?

15 A I think clarification is more -- we would like
16 a clarification, rather than calling it a deficiency or
17 not a deficiency at this point in time.

18 Q Has FEMA, Mr. McIntire or Mr. Kowieski, met
19 with or discussed with any Coast Guard officials this matter?

20 A (Witness Kowieski) We have not with regard
21 to Shoreham plan. We met with the Coast Guard, who is
22 the RAC member, and reviewed the plan. But with regard
23 to actually emergency response in case of radiological
24 emergency at Shoreham, no, we have not met with anyone from
25 the Coast Guard.

1 Q Did you say, Mr. Kowieski, there was a RAC
2 member from the Coast Guard?

3 A That's correct.

4 Q For the Shoreham plant?

5 A For all other plants. Someone from Department
6 of Transportation who actually is located in Boston office,
7 and he provides his assistance to FEMA on plan reviews and
8 exercises.

9 Q The RAC member which reviewed the LILCO plan
10 from the Department of Transportation, was that member a
11 representative of the U.S. Coast Guard?

12 A (Witness McIntire) Perhaps I can clarify it.
13 The Coast Guard is a component of the Federal Department of
14 Transportation. And it so happens that in this case, for
15 Region II, the DOT RAC member happens to be a member on
16 active duty in the U.S. Coast Guard.

17 So the answer to your question was, the person
18 that reviewed the Shoreham plan for DOT was a Coast Guard
19 member. The answer is yes.

20 Q Now, with respect to this issue of whether or
21 not the Coast Guard will notify persons at marinas and
22 on the beaches of the EPZ, did FEMA attempt, through this
23 member of the RAC committee, to determine whether, in fact,
24 the Coast Guard will perform such duties?

25 A (Mr. Kowieski) Based on my recollection of what

1 has been submitted by the RAC member from the Coast Guard,
2 he did not identify the issue of notification of individuals
3 on beaches and in marinas as a concern.

4 He felt or he did not identify in his plan
5 review this particular issue to be a concern.

6 Q Nevertheless, Mr. Kowieski, at this time FEMA
7 would like some clarification from the Coast Guard
8 regarding this notification function; is that correct?

9 A That is correct.

10 JUDGE LAURENSEN: While we are on the Coast
11 Guard, let me just ask Mr. Kowieski a question.

12 Why would FEMA call upon the Coast Guard to
13 supply notice to people on beaches and in marinas? Is that
14 generally considered to be a Coast Guard responsibility,
15 or wouldn't that be covered by the land-based sirens and
16 other warnings?

17 WITNESS KOWIESKI: That would be a combination
18 of the land-based sirens and also Coast Guard who could get
19 pretty close to the beaches. And with the loud speakers
20 could advise people that are located on the beaches and
21 adjacent areas about emergency and that they should take
22 protective actions.

23 JUDGE LAURENSEN: Is this a traditional
24 area that FEMA would ask the Coast Guard to take care of
25 in other beach type situations?

1 WITNESS MC INTIRE: It could vary, your Honor.
2 It depends upon how the plan is specified and who the
3 plan gives these responsibilities to. It could be
4 individuals like the Coast Guard. It could be a combination.

5 It certainly does not have to be the Coast Guard.

6 BY MR. MILLER:

7 Q Mr. Kowieski, with respect to the FEMA testimony in
8 general regarding contention 24 and the various letters of
9 agreement issues, is it fair to say that at least in part
10 the RAC report formed a basis for the testimony presented by
11 FEMA?

12 A (Witness Kowieski) Yes, that is correct.

13 Q And would it be fair to say that the NUREG elements
14 which address letters of agreement are elements A3 and
15 C4?

16 A That is correct.

17 Q And those elements are set forth on
18 pages 8 through 10 of the RAC report and page 13 of the
19 RAC report, correct?

20 A Element A3 RAC evaluation of the LILCO transition
21 plan as it applies to NUREG element A3 starts, that is
22 correct, on page 8 and continues through page 10.

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END 18

1 It is stated on page 13.

2 Q And would it be fair to say, Mr. Kowieski, that
3 although those are the major places in the RAC Report where
4 letters of agreement are addressed, there are other areas
5 such as on page 58 of the RAC Report, with respect to Element
6 P.4, and I note there the language: Various agreements
7 necessary to implement the LILCO Transition Plan are not
8 included at this time.

9 A Let me just verify. Page 58.

10 Q Now, in drawing its conclusions in setting forth
11 its rating of various NUREG elements, Mr. Kowieski, is it
12 fair to say that the members of the RAC Committee reviewed
13 the four volumes of the LILCO Transition Plan, Revision 3?

14 A That is correct.

15 Q And to your knowledge, did the members of the
16 RAC review anything else other than those four volumes of the
17 LILCO Plan in reaching its conclusions in setting forth its
18 ratings?

19 A When we -- FEMA -- asked RAC members for comments,
20 we asked them to comment on the LILCO transition plan,
21 Revision 3. It included four volumes; the Plan itself,
22 procedures 1 and 2, and Appendix A. We have not asked RAC
23 members to review any other material while providing comments
24 on the LILCO Transition Plan.

25 It is quite possible they have consulted other

1 documents -- reviewed other documents while providing comments
2 to us.

3 Q Do you personally know, Mr. Kowieski, if any
4 member of the RAC reviewed any documents other than the four
5 volumes of the LILCO Transition Plan in performing their
6 functions as a member of the RAC Committee?

7 A (Witness . Intire) I think the distinction Mr.
8 Kowieski was trying to make was the difference between review
9 as in the Plan review that was done of the four volumes, as
10 opposed to consulting reference documents which might assist
11 that individual in conducting the review process.

12 Q Well, Mr. Kowieski, or Mr. McIntire, do you know
13 if any member either reviewed or consulted any reference
14 document other than the four volumes of the LILCO Plan?

15 A (Witness Kowieski) I am not aware of it.

16 A (Witness Keller) I did.

17 Q Mr. Keller?

18 A I did.

19 Q And what did you look at, Mr. Keller?

20 A I referred to what is called the EPAPAG, all
21 capitals, manual, which is a document which has been prepared
22 for use in emergency preparedness planning and which has the
23 dose criteria for making protective action recommendations,
24 and I used it as a reference, and during the review I picked
25 it up and used it as a reference document.

1 Q Anything else, Mr. Keller?

2 A That is all I can recall. I may have used some
3 other reference document in that context, just looking up
4 factual, numerical numbers.

5 Q Mr. McIntire, are you aware of any member of the
6 RAC who reviewed or consulted any material other than the
7 LILCO Plan, the four volumes of the LILCO Plan, in performing
8 their review of the LILCO Plan?

9 A (Witness McIntire) I don't know specifically
10 what individual RAC members consulted. I certainly expect
11 they consulted NUREG 0654.

12 Q Other than the LILCO Plan and NUREG 0654, anything
13 else to your knowledge?

14 A Not specifically, no.

15 Q And Mr. McIntire or Mr. Kowieski, are you aware
16 of any meetings or discussions held by members of the RAC
17 Committee with respect to the Shoreham Plan other than the
18 meeting and discussion that took place on January 20th, which
19 was to consolidate the comments submitted by members regarding
20 the LILCO Plan?

21 A (Witness Kowieski) The Regional Assistance
22 Committee met on May 10th of this year, prior to our meeting
23 with LILCO to discuss RAC comments on the LILCO Plan.

24 Q Yes, sir. With respect to meetings or discussions
25 prior to the issuance of the RAC Report, I guess, on March
15th of this year, are you aware of any meetings or discussions

1 involving members of the RAC Committee regarding the Shoreham
2 Plan other than the Meeting on January 20th?

3 A No. As I stated during my deposition, the same
4 question came up, and the response was, no. To my knowledge,
5 RAC members met only on two occasions to discuss -- or three
6 occasions to discuss the LILCO Transition Plan. It was
7 January the 20th, May the 10th, and May the 11th. I am not
8 aware of any other meetings between the RAC members to discuss
9 the LILCO Transition Plan.

10 Q And my question, Mr. Kowieski, goes to meetings
11 either of the entire committee or individual members of the
12 committee. For example, with officials of Suffolk County, or
13 LILCO, or New York State. Are you aware of any such meetings
14 in that regard?

15 A Yes. As a matter of fact, I met with on one
16 occasion my regional director, Mr. Frank Petrone, myself,
17 and FEMA regional counsel, Mr. Glass, met with Suffolk County
18 officials and their attorneys, in the County office building,
19 in Mr. Jones' office, to discuss Suffolk County concerns or
20 views on the offsite emergency planning.

21 Another meeting took place when myself, Mr. Baldwin,
22 Mr. Glass, I believe, met with -- in LILCO offices in Hicks-
23 ville, to listen to LILCO technical experts explaining the
24 changes that were implemented in the Revision 3 of the LILCO
25 Transition Plan.

1 If you would like, I will provide you the exact
2 dates.

3 Q Can you think of any other meetings, Mr. Kowieski?

4 A Going back to 1982 --

5 Q No, sir. Let me interrupt. Just going back to
6 the beginning of the RAC review process for Shoreham.

7 A Again, as I stated during my deposition, myself,
8 Mr. Petrone, Mr. McIntire, and Mr. Glass, we met with FEMA
9 Headquarters Office to discuss the RAC comments on LILCO
10 Transition Plan.

11 The purpose of that meeting was to basically
12 explain how RAC comments would be presented, the format.
13 And basically to summarize our discussion, we were asked and
14 we advised FEMA Headquarters that we are going to present our
15 comments as two documents; one document technical review,
16 and the second document, legal concerns.

17 And this approach was concurred in by FEMA
18 Headquarters Office.

19 A (Witness Keller) In addition, as I pointed out
20 in my deposition I believe, those of us in the technical
21 area are relatively small in numbers and we get around the
22 country and people know you are working on the Shoreham Plan
23 review, et cetera, and I am sure there were some discussions
24 with people about that, but there were no specific meetings
25 with anybody about the Shoreham Plan review. There were

1 discussions, you know, 'How is it going?' That type of
2 thing.

3 But there were no meetings.

4 A (Witness Kowieski) And again, if I may add,
5 and obviously I stated before during my depositions, that
6 obviously on a daily basis I stay in contact with RAC
7 members. Even not specifically to address the issue of
8 Shoreham, but as I stated, the Shoreham, it was always on
9 their minds, an interesting subject, so they would ask
10 questions, you know: "How are you doing with Shoreham?"
11 "What is next?" "We are going to be deposed, testify." So
12 obviously, this type of questions came up from the RAC
13 members during my telephone conversations.

14 Q Mr. Kowieski, what I was getting at, and I
15 appreciate your filling me in on all these meetings and
16 discussions, with respect to the information used by the
17 RAC members to form their conclusions and judgments as set
18 forth in the RAC Report, would it be fair to say that such
19 information came from the LILCO Plan, with perhaps, as Mr.
20 McIntire pointed out, consultation to referenced documents
21 such as NUREG 0654?

22 A That is correct.

23 A (Witness McIntire) This is a normal RAC review.
24 A full RAC review that we were requested to perform, so it was
25 carried out as other full RAC reviews were done.

1 Q And other full RAC reviews, Mr. McIntire, would
2 always be limited to the particular offsite emergency response
3 plan submitted to FEMA, is that correct?

4 A I wouldn't use the word, 'limited.' I would say
5 it would follow the process that we have described.

6 Q Well, other than the Plan itself, and any
7 consultation to reference documents such as NUREG 0654, is
8 it your testimony that the typical RAC review process would
9 look at nothing else?

10 A (Witness Keller) In the standard RAC review,
11 the various RAC -- the various members of the RAC use, for
12 lack of a better term, agency review lists, where each of the
13 agencies is assigned certain parts -- certain numbers of the
14 NUREG 0654 criteria elements that they are expected to respond
15 to. The people did use those, and some other document I
16 suppose.

17 Q What document, again, Mr. Keller, are you
18 referring to?

19 A As we discussed in the deposition at some length,
20 there is, from Headquarters originally, there is a breakdown
21 of the criteria elements in 0654, which assigns to each of the
22 agencies on the RAC different criteria elements that these
23 agencies should respond to. They are not limited in any way
24 to respond to only those elements, but it is expected that those
25 elements would be responded to by a particular agency.

1 A (Witness Kowieski) I may add, during my deposition
2 the same question came up, and I also explained that I
3 personally encouraged RAC members to go beyond what they
4 are responsible for, and to provide more comments. Not only
5 for the elements that they are responsible for, but to go
6 beyond, and this was true in the case of Shoreham Plan review.

7 MR. GLASS: As a point of clarification, Mr. Miller,
8 that document was distributed by telecopier to the various
9 offices, and I think you are in receipt. If not, we can
10 certainly arrange for it.

11 MR. MILLER: No. I am in receipt of it. I
12 didn't understand initially what Mr. Keller was telling me.
13 Let me just make sure we clarify all this for the record.

14 BY MR. MILLER: (Continuing)

15 Q Mr. Keller, what you were talking about, as I
16 think was discussed during the depositions, the more or less
17 historical matrix which sets forth general areas of respon-
18 sibility of the various agency representatives which comprise
19 RAC committees, is that correct?

20 A (Witness Keller) That is correct.

21 Q And Mr. Kowieski, when you say you encourage
22 members to go beyond those areas in performing RAC reviews,
23 including the RAC review for Shoreham, I think you told me
24 during your deposition that you, indeed, did encourage
25 members to do that with respect to the LILCO Plan, correct?

1 A (Witness Kowieski) Not only to the LILCO Plan,
2 any other plan that we have reviewed or will review in
3 FEMA Region II.

4 Q Yes, sir, and I think you told me that some
5 members, in fact, did to your knowledge go beyond their
6 traditional areas of expertise, is that correct? With
7 respect to Shoreham?

8 A Traditional assignment of responsibility, that
9 is correct.

10 Q And that some members of the RAC for Shoreham
11 did not, is that correct?

12 A That is also correct.

13 MR. MILLER: Judge Laurenson, I think this would
14 be a good place to end the day. I am going to start
15 tomorrow morning with Conention 26, which begins generally
16 the communications issues.

17 JUDGE LAURENSEN: I don't think you are going
18 to start tomorrow morning.

19 MR. MILLER: I am sorry.

20 (Laughter)

21 MR. MILLER: I will start it some time tomorrow.
22 There are a few procedural matters, I think, that we would
23 like to discuss.

24 JUDGE LAURENSEN: I think we should talk a little
25 bit about the experiment that we are going to conduct tomorrow

1 over LILCO's objection, I guess I should add, concerning the
2 questioning of Dr. Radford by long distance telephone to
3 Japan.

4 I have reviewed , and I guess you all have,
5 the estimates of the cross examination of this panel, and
6 I received today from the Staff an amended cross examination
7 plan, without any time limit set in there. So, I realize
8 that many of the lawyers here today are not the ones who
9 are going to be doing the questioning tomorrow, but at least
10 perhaps we can go over some of the groundrules to determine
11 if we have a problem.

12 LILCO as estimated that it is going to take about
13 three hours for its questioning of this panel. The State
14 has indicated approximately two hours, and we don't have an
15 estimate from the Staff. Do you have a number to fill in,
16 Mr. Bordenick?

17 MR. BORDENICK: Judge Laurensen, as you pointed
18 out, I will not be the Staff lawyer questioning, but it is
19 my understanding that an outside estimate is two hours, and
20 that will be shortened based on the questions that LILCO and
21 the State would ask.

22 In other words, I anticipate that some of the
23 areas the Staff wants to pursue are going to be pursued by
24 other parties, so that the estimate -- the two hour estimate
25 is an outside or worst case estimate.

1 JUDGE LAURENSEN: If we start at nine o'clock in
2 the morning, we are talking potentially about almost a full
3 day tomorrow on this testimony on Contention 61.

4 As I understand it, when we begin this hearing
5 tomorrow morning at nine a.m., it will be ten p.m., in
6 Japan, and if it goes seven hours, I wouldn't want to have
7 to pay that phone bill.

8 MR. McMURRAY: Neither does the County, Judge
9 Laurenson. I think when we set this whole deal up, the Courty
10 was operating under the assumption that LILCO was going to
11 take two to three hours, I believe Mr. Christman said -- I
12 didn't understand that the Staff was going to take two hours.
13 As a matter of fact, I don't know that I ever did receive
14 a time estimate from the Staff.

15 In any event, I think that it would be beneficial,
16 given the late hour in Japan, if the parties would agree to
17 conduct their cross examination of Dr. Radford, and let him
18 sign off.

19 I am not saying that it has to be done immediately.
20 I am not saying that he can't stay on the phone until midnight
21 or something like that, but it makes no sense for him to just
22 sit there until this cross examination is finished by all the
23 parties, especially if it is going to cover potentially seven
24 hours.

25 This is especially true in light of the fact that

1 Dr. Radford's testimony is quite limited. It covers only
2 five or six sentences, and I just don't think it makes any
3 sense for him to have to stay on the line for that.
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2 JUDGE LAURENSEN: I think the reason we granted
3 your request initially was on the statement by Mr. Christman
4 that, in fact, LILCO had relatively few questions to ask
5 Dr. Radford. So, I think on that basis that what you say
6 is correct.

7 But I think that we should at least find out now
8 whether we can agree upon some sort of procedure to accomplish
9 this without requiring him to be on the phone for a long
10 period of time.

11 Let me just inquire, first of all, has there
12 been any agreement or any problem concerning the question
13 of verification or the administration of an oath to the
14 witness by telephone, or any of these matters? Have you
15 discussed these?

16 MR. MC MURRAY: I remember, as a matter of fact,
17 having this discussion with Mr. Christman, and he was not
18 at all concerned about the oath being administered over the
19 phone. I don't know what the Staff's position is on that.

20 But I know it is not a concern to LILCO.

21 MR. BORDENICK: As far as I know, it is not a
22 concern to the Staff.

23 JUDGE LAURENSEN: I assume from the conversa-
24 tion we are having now that there hasn't really been any
25 preliminary discussions among the parties as to how to go
about this questioning on the telephone. That's what I

#20-2-SueT 1

2 think we should decide, whether we can in fact get an agree-
3 ment here that at some point early on tomorrow morning we
4 can take Dr. Radford's testimony and have him questioned
5 after -- assuming that the testimony is all received in
6 evidence and we open up for cross-examination, that before
7 Dr. Radford listens to three hours' worth of questioning
8 about matters which he may be questioned on for only fifteen
9 minutes, that we could work out an alternate procedure.

10 And that's what I'm raising right now.

11 MR. MC MURRAY: I think that's a good idea, Judge
12 Laurensen. And the reason that wasn't brought up before
13 was that I had no idea that this cross-examination was
14 going to be so extensive. I only thought it was going to
15 be a couple of hours.

16 And we are willing to have Dr. Radford on, at
17 least for a little while.

18 MR. BORDENICK: Judge Laurensen, could I make a
19 suggestion? The Staff counsel that will be cross-examining
20 is on Long Island. We are trying to get ahold of him right
21 now.

22 We definitely will leave word for him to be here
23 at 8:30. I suggest that the lawyers who are going to be
24 involved in this get together at 8:30 and perhaps the Board
25 could be available shortly after that time, and we could
inform the Board tomorrow morning as to what, if any,

#20-3-SueT 1

2 problems exist and we can iron them out hopefully before
3 9 o'clock.

4 MS. MC CLESKEY: Let me just add to that, Judge
5 Laurensen, that Mr. Christman is en route, and he will be
6 doing the questioning. I haven't consulted with him
7 specifically on these issues, but I'm fairly certain that
8 we could work something out where Dr. Radford could be
9 questioned first and then let off the line.

10 I also suspect that the three hours probably is
11 for, LILCO's estimate for cross-examination is probably
12 more likely to be two hours or less.

13 MR. MC MURRAY: I think Mr. Bordenick's suggestion
14 is a pretty good one.

15 JUDGE LAURENSEN: Well, I don't really care
16 whether you do it tomorrow morning or tonight. It's really
17 up to you as to when these people are going to be available.

18 But I'm suggesting -- I'm not just suggesting,
19 I'm saying that it should be discussed in advance before we
20 begin tomorrow so that we don't spend a lot of time, take
21 time away from the actual testimony by trying to iron out
22 procedural problems.

23 So I would encourage the parties to meet and
24 discuss this, to work out some arrangement after the testimony
25 is admitted in evidence to question Dr. Radford, if that's
convenient. Now, if it's necessary to do some preliminary

#20-4-SueT 1

2 questioning of other witnesses first, then that's what you
3 should be discussing with each other. And we will be here
4 around 8:30 tomorrow morning if there are any problems.

5 MR. MC MURRAY: I have just another matter,
6 Judge Laurenson. And it concerns LILCO's motion to submit
7 supplemental testimony on 85 and 88, and also their motion
8 for additional, or for a stay of the proceedings, with
9 respect to -- I don't know if "stay" is the right word,
10 but their motion regarding the testimony on 74 and 75, and
11 for additional time to respond to the County's testimony.

12 (Laughter.)

13 I was just wondering when the Board is going to
14 schedule argument for that, or when it expects to receive
15 some sort of response by the County?

16 JUDGE LAURENSEN: Well, let's do it right now.
17 Let me just ask -- and I don't expect you to make your
18 argument now, but that will stop you from raising issues like
19 that.

20 (Laughter.)

21 Let me just inquire, first of all, as to just the
22 status of this. Does the County oppose the LILCO motion
23 for additional time for discovery?

24 MR. MC MURRAY: Yes.

25 JUDGE LAURENSEN: Do you wish to be heard on
that on the record this week?

#20-5-SueT 1

2 MR. MC MURRAY: We would like to be heard, Judge
3 Laurensen. Preferably, I think we would like to take our
4 ten days and respond in writing. If the Board orders, we
5 will respond orally this week.

6 JUDGE LAURENSEN: Before we rule on that, let
7 me go through the other matters here. On the County's
8 motion to admit supplemental testimony on training, is
9 there an objection to that? Or, is there going to be an
10 objection to that?

11 MS. MC CLESKEY: Yes, sir, there is going to be
12 a written objection filed tomorrow.

13 JUDGE LAURENSEN: On the LILCO motion to admit
14 supplemental testimony on Contention 85, is there an objection
15 to that?

16 MR. MC MURRAY: Yes.

17 JUDGE LAURENSEN: And on the LILCO motion to admit
18 the revised testimony on Contention 88, is there also an
19 objection?

20 MR. MC MURRAY: Yes.

21 JUDGE LAURENSEN: Well, in light of the fact that
22 all four of these then are going to be contested, I do
23 believe that unless it is clear -- well, I think we should
24 get this resolved this week while we are all here unless
25 somebody can submit a reason why you think that a written
response is preferable to an oral argument on this. If

#20-6-SueT 1

2 LILCO has a written response ready tomorrow, they can do
3 that in lieu of an oral argument. But if you don't file
4 a written response on the LILCO motion until Friday, then
5 obviously -- unless you file it early in the morning -- we
6 wouldn't have an opportunity to rule on it until then.

7 I assume that when you file Friday, you would
8 prefer to file it in Washington. That doesn't help us get
9 the matter resolved up here.

10 MR. MC MURRAY: Judge Laurenson, I think with
11 respect to the LILCO motion on Contention 74 and 75, we
12 would have no problem responding orally.

13 JUDGE LAURENSEN: When do you want to do it?

14 MR. MC MURRAY: Well, after Contention 61 is
15 finished tomorrow.

16 JUDGE LAURENSEN: All right. Will everyone else
17 be prepared at that time?

18 Mr. Zahnleuter?

19 MR. ZAHNLEUTER: No, I don't think so.

20 (Laughter.)

21 JUDGE LAURENSEN: All right. When will you be
22 prepared?

23 MR. ZAHNLEUTER: I would prefer some time on
24 Thursday at the earliest.

25 JUDGE LAURENSEN: All right. Is there anyone
who can't agree to a Thursday argument on this question?

#20-7-SueT 1

(No reply.)

2

Hearing no objection, we will put it down for

3

Thursday.

4

How about the other matters, the other -- LILCO

5

has indicated it is going to file a written response

6

tomorrow to the County's motion. Does anyone else wish to

7

be heard on that?

8

(No reply.)

9

All right. Hearing no indication, we will rule

10

based upon the County's motion and the LILCO response, then.

11

As far as the LILCO's motions on Contentions 85 and 88,

12

when will the County and the State be prepared to present

13

its arguments?

14

MR. MC MURRAY: Judge Laurenson, as we said this

15

morning, County has not had the opportunity to review Rev 4

16

and will not have the opportunity this week. If the Board

17

orders, we will go forward with an oral argument on these

18

matters. But we will be prejudiced because we will not

19

have been able to review the basis which forms the founda-

20

tion for this testimony.

21

MR. ZAHNLEUTER: The State's position is the

22

same.

23

MS. MC CLESKEY: These issues are scheduled to

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come up next week, and I think we need to go forward as

25

soon as possible this week and determine the outcome of the

#20-8-SueT 1

2 motions prior to the issues being heard. In addition, as
3 I believe we previously stated, it's LILCO's position
4 that a review of the entire Revision 4 is not necessary to
5 respond to the supplemental testimony on 85 and 88.

6 JUDGE LAURENSEN: This testimony was served on
7 July 3rd, so your response would be due anyway on Friday,
8 the 13th.

9 MR. MC MURRAY: Well, Judge Laurenson, we got
10 it by Federal Express. The response would be due Monday.

11 JUDGE LAURENSEN: Well, in any event, I think
12 the difference is not that significant. My question is
13 still, when will the County be prepared to present its
14 oral argument concerning these two motions?

15 MR. MC MURRAY: Judge Laurenson, as I said, we
16 will not be adequately prepared. If we are forced to go
17 forward and argue it, then the later in the week the better.
18 Maybe the last thing on Friday.

19 MR. ZAHNLEUTER: Judge Laurenson, you have
20 expressed a view towards timeliness. And I admit that
21 Contentions 85 and 88 are scheduled to come up very soon,
22 but this supplemental testimony was filed very close to
23 that time and we are being forced to make do with the little
24 time that we have in between the supplemental testimony and
25 the time that it's scheduled.

I think that it should have been incumbent upon

#20-9-SueT 1

2 LILCO to file that supplemental testimony at an earlier
3 time. And it's a matter now of fairness where LILCO has
4 had the time to contemplate a written motion and written
5 supplemental testimony, and now we are being asked, the
6 County and the State and the NRC Staff, during hearing time
7 to prepare for an oral argument on that same motion.

8 I don't think that's fair play for all the
9 parties.

10 MS. MC CLESKEY: Well, the supplemental testimony
11 on 85 and 88, the changes track Rev 4. And they were filed
12 with Rev 4.

13 In addition, I would like to note that they are
14 very simple changes. We are not talking about an incredibly
15 complicated issue here.

16 MR. MC MURRAY: Judge Laurenson, I think the
17 problem is nobody has reviewed Rev 4 except LILCO, and here
18 we are being asked to go forward on supplemental testimony
19 received only a week ago, and to not only respond whether
20 that supplemental testimony is -- should be admitted but
21 then apparently LILCO expects us all to go forward with
22 cross-examination on this next week. I just don't see that
23 that's fair.

24 Normally, supplemental testimony is filed well
25 in advance of the hearing, parties have an opportunity to
review it, conduct discovery, whatnot. And here, everything

#20-10-Sue¹

1 is being compressed into a couple of days. It's just not
2 fair.

3 We haven't even been able to review the very
4 foundation that the testimony is based on, Rev 4. I don't
5 see how we can possibly go forward next week on it.

6 JUDGE LAURENSEN: Well, it may not all be in a
7 nice, neat package. But in most cases, you know, witnesses
8 just take the stand and say what they are going to say, and
9 people have to cross-examine them based upon what they have
10 said in court. And they may or may not be prepared for what
11 the testimony is.

12 So, I think here everybody has a leg up on what
13 the traditional procedures are, and agencies that don't have
14 a rule like we do which requires written testimony be filed
15 in advance. In any event, I think that we will take a look
16 at the specifics on this testimony and the motions and
17 consider your arguments and talk about it again tomorrow.

18 MR. MILLER: Judge Laurenson, before we go off
19 the record for the day, I just have a request for a
20 clarification.

21 Has the Board now specifically ruled that we are
22 going to go forward with Revision 4 without putting any time
23 into the schedule for any of the parties to review that
24 revision to the LILCO plan?

25 JUDGE LAURENSEN: We haven't been confronted with

#20-11-SueT

2 that at this point. I think, you know, we have made clear
3 our position on these various revisions in the past, that
4 we are going to take whatever is the current plan and that's
5 the one we are going to evaluate.

6 Now, we are obviously spending time on Rev 3 this
7 week with the FEMA testimony because that's the way their
8 testimony was written.

9 MR. MILLER: Yes, sir. But next week, is it
10 the Board's intent that we will be litigating Revision 4
11 without putting any time in the schedule for any of the
12 parties to even have reviewed Revision 4?

13 JUDGE LAURENSEN: We are not going to take off
14 next week if that's your question. Yes, we are going to
15 go forward next week.

16 We are going to go with the training testimony
17 first, your testimony first, for at least the first two
18 days of the week. After that, we have got to discuss where
19 we go from there.

20 MR. MILLER: That's one of the subjects we are
21 discussing now with Contentions 85 and 88, I suppose. But,
22 speaking for the County, I see no way for the County lawyers
23 or the County experts to be prepared to go forward on
24 Revision 4. There simply is not time.

25 And it's not the same thing for all the parties,
as you just indicated. LILCO wrote Revision 4; LILCO's

#20-12-SueT 1

2 lawyers have had Revision 4; LILCO's witnesses may be pre-
3 pared to talk about Revision 4. But lawyers for the County
4 and expert witnesses for the County will not be prepared to
5 discuss Revision 4. We simply --

6 JUDGE LAURENSEN: You will have to show us --

7 MR. MILLER: -- haven't had time to look at it.

8 JUDGE LAURENSEN: You are going to have to show
9 us specifics as to how it impacts on particular testimony
10 that is up for hearing next week and how it impacts on that
11 and why your witnesses can't go forward with it.

12 MR. MILLER: Yes, sir --

13 JUDGE LAURENSEN: And when you do that --

14 MR. MILLER: -- but to do that -- I'm sorry.
15 But to do that, we have to have time to have reviewed
16 Revision 4.

17 JUDGE LAURENSEN: Somebody should be doing it.
18 I mean, that's all I can tell you.

19 MR. MILLER: Well, the people responsible for
20 emergency planning are sitting in this room, and we are
21 not doing it because we are preparing for other issues
22 obviously that are going forward. We can't do two things
23 at one time.

24 JUDGE LAURENSEN: We are all busy. I mean, we
25 just can't make these kind of exceptions that you are asking
for. Everybody has had to work under pressure on this case.

#20-13-Sue¹

2 FEMA has had to perform its job in a certain amount of time
3 and had to review the LILCO Rev 3 in a shorter time than
4 they would have liked.

5 This has been up and down the line here for
6 every single person. We have all been putting in long hours.
7 We are here now at 6:15 discussing this matter. This has
8 just been traditional on this case.

9 I understand the problems that you have. These
10 are the same arguments that have been presented before. I
11 know there is not an endless supply of lawyers, but we are
12 just all going to have to do the best that we can.

13 Until you can establish that some prejudice is
14 going to occur to the County because of our decision to go
15 forward with this, we aren't going to stop it. Now, if it
16 gets to the point where you can make that showing, then we
17 will reconsider and rule otherwise.

18 MR. MILLER: Judge Laurenson, I would simply
19 request the Board to specify in any way possible for the
20 County how we are to make such a showing when we haven't
21 even had the opportunity to review Revision 4.

22 I would also point out that in the past, the
23 Board has built some time into this schedule when we have
24 had these substantial revisions put into the record by LILCO.
25 We had that opportunity with all the other revisions to this
plan. This is the first time that days before hearings

#20-14-Sue1

2 commenced LILCO comes out with a brand new revision to its
3 plan, and we are told: Go forward.

4 It can't be done.

5 JUDGE LAURENSEN: LILCO says it's not a substantial
6 revision. So, now it's incumbent on you to show us that it
7 is and how it impacts upon your presentation of the case.

8 MR. BORDENICK: Judge Laurenson, two brief mat-
9 ters. I have one brief matter and Mr. Glass has one brief
10 matter.

11 On Contention 11, the matter you raised this
12 morning, the NRC Staff will file testimony. I can't report
13 to you yet when that will be done. We will report that to
14 you within a day or two. I'm somewhat optimistic that we
15 can file it within two weeks, however.

16 MR. GLASS: My only concern is about our schedule
17 and what time the FEMA witnesses will be needed back to
18 report here.

19 (Laughter.)

20 JUDGE LAURENSEN: It's a keep-in-touch-with-us --

21 MR. GLASS: Is it okay if we leave a telephone
22 number where we can be reached?

23 JUDGE LAURENSEN: Well, make sure that everybody
24 is here when we are ready to go, that's all. I can't give
25 you anymore assurance than that, not after all that we have
to put up here in scheduling.

#20-15-SueT

MR. GLASS: Thank you very much.

JUDGE LAURENSEN: We are adjourned until 9 a.m.

(Whereupon, the hearing is adjourned at 6:20 p.m.,
to reconvene at 9:00 a.m., Wednesday, July 11, 1984.)

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CERTIFICATE OF PROCEEDINGS

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This is to certify that the attached proceedings before the
NRC COMMISSION

In the matter of: LONG ISLAND LIGHTING COMPANY

Date of Proceeding: Tuesday, July 10, 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.

GARRETT J. WALSH, JR.

Official Reporter - Typed

Garrett J. Walsh, Jr.
Official Reporter - Signature

MYRTLE H. TRAYLOR

Official Reporter - Typed

Myrtle H. Traylor
Official Reporter - Signature

REBECCA E. EYSTER

Official Reporter - Typed

Rebecca E. Eyster
Official Reporter - Signed