

ORIGINAL

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

In the matter of:

LONG ISLAND LIGHTING COMPANY

Docket No. 50-322-OL-3

(Shoreham Nuclear Power Station,  
Unit 1)

Location: Hauppauge, New York

Pages: 14,689-14,906-A

Date: Tuesday, August 21, 1984

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UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

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

Court of Claims  
 State of New York  
 State Office Building  
 Room 3B46  
 Veterans Memorial Highway  
 Hauppauge, New York 11787  
 Tuesday, August 21, 1989

The hearing in the above-entitled matter resumed,  
 pursuant to notice, at 10:27 a.m.

BEFORE:

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

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

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



SueT 1

APPEARANCES:

2

On Behalf of LILCO:

3

KATHY E. B. McCLESKEY, ESQ.

JAMES N. CHRISTMAN, ESQ.

4

Hunton &amp; Williams

Main Street

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Richmond, Virginia

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On Behalf of the NRC Staff:

7

DONALD HASSELL, ESQ.

Office of the Executive Legal Director

8

Nuclear Regulatory Commission

Washington, D. C. 20555

9

On Behalf of Suffolk County:

10

CHRISTOPHER M. McMURRAY, ESQ.

11

MICHAEL S. MILLER, ESQ.

12

Kirkpatrick, Lockhart, Hill, Christopher &amp; Phillips

1900 M Street, N. W.

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Washington, D. C. 20036

14

On Behalf of the State of New York:

15

RICHARD J. ZAHNLEUTER, ESQ.

Special Counsel to the Governor

Executive Chamber

16

Room 299

State Capitol

17

Albany, New York 12224

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C O N T E N T S

2	<u>WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>BOARD</u>
3	Matthew C. Cordaro					
4	Elaine D. Robinson	14,706	14,708	14,855	14,864	14,861
5	John A. Weismantle					
	Frank M. Rasbury					
6	David Harris	14,867	14,871	14,891	14,896	
7	Martin Mayer					
8						
9		<u>EXHIBITS</u>	<u>Identified</u>			
10	New York State					
11	Exhibit No. 12.			14,845		
12						
13						
14						
15						
16		<u>LAY-INS</u>	<u>Page</u>			
17	From Mr. Miller			14,693		
18	Testimony of Cordaro, Robinson, Weismantle, Rasbury			14,707		
19	Testimony of Harris, Mayer			14,870		
20						
21						
22						
23						
24						
25						

#1-1-SueT 1

P R O C E E D I N G S

(10:27 a.m.)

2  
3 JUDGE LAURENSEN: Let the record show that the  
4 hearing is now open. Before we began on the record this  
5 morning, we have had an off-the-record discussion concern-  
6 ing the schedule for this week along with other procedural  
7 matters.

8 We received a telephone notification from Mr.  
9 Hassell, attorney for the NRC Staff, that because of an  
10 airline mix-up he has been unable to attend but he consents  
11 to going forward with the testimony and the motions to strike  
12 concerning relocation centers in his absence. He expects to  
13 be here some time this afternoon.

14 The Board is looking forward to this week to find  
15 out whether SUNY Farmingdale is in Nassau County or Suffolk  
16 County.

17 (Laughter.)

18 We will begin this morning with the argument on  
19 the Suffolk County motion to strike portions of the testimony  
20 on the relocation centers. I assume that LILCO has received  
21 Mr. Miller's letter dated August 20th?

22 MS. MC CLESKEY: Yes.

23 JUDGE LAURENSEN: Is there anything in addition to  
24 what you have in this letter and your attachment, the four-  
25 page attachment, that you wish to state at this time, Mr.

#1-2-SueT 1

Miller?

2 MR. MILLER: Judge Laurenson, quite frankly, I  
3 think that the arguments that the County wishes to make  
4 regarding motions to strike LILCO's relocation center  
5 testimony are adequately set forth in the attachment to my  
6 letter of August 20th.

7 And I'm willing to forego oral argument and just  
8 to rest on the statements in this attachment. I think if  
9 we do that, the County would like to see the attachment  
10 bound into the record somehow.

11 JUDGE LAURENSEN: This argument, you mean?

12 MR. MILLER: Yes, sir. I thought you were asking  
13 me if I had anything in addition. And, frankly I'm willing  
14 to rest on what is stated in the attachment to my August  
15 20th letter.

16 JUDGE LAURENSEN: All right. Is there any  
17 objection to placing this in the record?

18 MS. MC CLESKEY: No, sir.

19 JUDGE LAURENSEN: All right. We will do that  
20 in order to save further hearing time. If you will  
21 supply the copies to the court-reporter, it will be bound  
22 into the transcript following this page.

23 (The attachment to letter dated August 20,  
24 1984 from Mr. Miller to Judge Laurenson follows.)  
25

OUTLINE OF SUFFOLK COUNTY MOTION TO STRIKE  
LILCO TESTIMONY ON CONTENTIONS 24.0, 74 and 75

Strike

Basis

1. LILCO's Testimony in  
Its Entirety

Irrelevant and immaterial; vague and speculative nature of the testimony. Focus of hearings before Board is the adequacy and implementability of the LILCO Plan, not of proposals under consideration, or proposals that LILCO may, in the future, incorporate into the Plan. No findings of compliance with regulations, adequacy of relocation centers, or Plan implementability can be made based upon LILCO's testimony, which fails to specify or identify any relocation centers for use by the public.

2. Question and Answer 13,  
pages 12-15 <sup>1/</sup>

Irrelevant and immaterial. This testimony concerns facilities (e.g., Suffolk County Community College and SUNY-Stony Brook) which, according to LILCO's revised testimony and notwithstanding the statements in the LILCO Plan, are not going to be relied upon or designated by LILCO as relocation centers. Neither the testimony's discussion of why LILCO believes these facilities are satisfactory relocation centers nor assertions about why LILCO believes that the centers have not been made available for use by LILCO due to the political position of New York State and the County

<sup>1/</sup> In making this objection and those which follow, the County does not waive its more basic objection to litigating LILCO proposals that have not been incorporated into the LILCO Plan, which is at issue in this proceeding. Indeed, LILCO's revised testimony does not even identify what future action LILCO intends to take with respect to the relocation center issues before the Board. Thus, the testimony, in the County's view, should be stricken in its entirety.



Strike

Basis

3. Question and Answer 14,  
pages 15-16

is material or relevant to the Contentions in issue before the Board. Testimony regarding facilities no longer relied upon by LILCO should be stricken.

Irrelevant and immaterial; vague and speculative. The LILCO testimony fails to specify or identify any relocation center(s) for use by the public. Indeed, unlike LILCO's proposals contained in previously filed LILCO testimony, this testimony does not even identify what the future action to be taken by LILCO will be. Admission into evidence of such vague and speculative testimony is improper, and should be stricken.

Further, the testimony on page 16, lines 14-22 (beginning with "If, at the time. . ." and ending with ". . . to other centers as necessary") is nothing more than rank speculation by the LILCO witnesses that facilities such as SUNY-Farmingdale, Suffolk County Community College, or other State or County-owned facilities, would actually be made available during an emergency at Shoreham. This is precisely the sort of improper speculation that the Board has consistently stricken in the past.

4. Question and Answer 17,  
pages 18-19 and  
Attachments 6 and 7

The LILCO testimony and Attachments are outside the expertise of the LILCO witnesses. LILCO's witnesses are not social scientists or psychologists, nor do they claim to be qualified in these areas of expertise. Thus, the testimony is incompetent test-

Strike

Basis

5. Question and Answer 17, page 20, first paragraph and Attachment 8

imony, i.e., testimony which is neither probative nor reliable, and should be stricken.

6. Answer 19, page 21, lines 5-14

Irrelevant. Testimony regarding actions or statements which may or may not have been taken or said by Suffolk County planners are not relevant to this proceeding.

7. Answer 24, second paragraph, page 25

Testimony is speculative and not probative and should be stricken in accordance with the Board's rulings in the past. See basis for 3 above (second paragraph).

8. Attachments 2 and 3

Irrelevant, immaterial and not probative. Burden of proof rests with LILCO, not New York State or Suffolk County.

9. Attachment 4

Irrelevant and immaterial. LILCO's revised testimony states that all relocation centers for the public will be in Nassau County outside the Suffolk County Chapter's jurisdiction. Further, the letter to the Suffolk County Chapter from LILCO (Attachment 2) is unreliable and constitutes gross hearsay testimony which should be stricken.

Irrelevant and immaterial. The Statement of Understanding addresses matters involving New York State and the American Red Cross. LILCO is not a party to the Statement of Understanding, and the Statement is not relevant to the issues before the Board -- i.e., LILCO's compliance with regulatory requirements and the adequacy of the LILCO Plan.

Strike

Basis

10. Attachment 5

Irrelevant and immaterial. According to LILCO's revised testimony, SUNY-Farmingdale is no longer relied upon or designated by LILCO as a relocation center. Therefore, the Attachment should be stricken.

#1-3-SueT 1

JUDGE LAURENSEN: Okay. We will now turn to LILCO's response to this motion. And, in doing so, I have two questions I would like LILCO to answer in connection with the County's motion to strike.

The first question concerns the Suffolk County Community College, and my question concerning that is whether LILCO would use that facility if it were available.

And, secondly, with regard to the attachments dealing with the Suffolk County Chapter of the American Red Cross, I would like to have LILCO explain the relevance of those documents in light of the fact that LILCO now apparently is relying on the Nassau County Chapter of the Red Cross.

MS. MC CLESKEY: In response to your two questions, Judge Laurenson, LILCO would most certainly use Suffolk County Community College if it were available. And it's our clear understanding that at this point, it's not available. But we would use it if it were available, as we would have used the other facilities that over time have been withdrawn from us.

As to -- and I also think a discussion of Suffolk County Community College and those other facilities is relevant in considering the approach that we are now using to determine whether LILCO has made a good effort to find relocation centers and find locations perhaps that are closer to the EPZ.



&amp;l-4-SueT

1                   As to Suffolk County Red Cross' involvement,  
2 Suffolk County Red Cross is still very much involved in  
3 participation of the LILCO plan, and I think the witnesses  
4 can talk more to this, but if it's not crystal in the  
5 testimony, our intent was to make it clear that Suffolk  
6 County's Red Cross representative will be participating at  
7 the EOC, Suffolk County Red Cross will be liaisoning with  
8 Nassau County Red Cross. Suffolk County Red Cross would  
9 be called upon by Nassau County Red Cross to provide person-  
10 nel, supplies, other kinds of support. And, therefore,  
11 they are very much a part of the present approach and  
12 concept.

13                   And the documents indicating their willingness  
14 to work with LILCO are relevant.

15                   JUDGE LAURENSEN: The question I had concerning  
16 the Community College is highlighted on Page 21 of your  
17 testimony. Beginning on Line 1, the testimony says,  
18 "Suffolk County Community College is not 20 miles from  
19 Shoreham and therefore would not be called upon by the  
20 Red Cross to respond if an emergency were to occur at  
21 Shoreham."

22                   And that was what prompted my question. I  
23 guess I don't understand your response in light of this  
24 testimony. That is what I would like to have clarified  
25 before we rule on the motions to strike and hear the rest



#1-5-SueT 1

of the argument.

2 MS. MC CLESKEY: We are mindful of FEMA's position  
3 that relocation centers in a perfect world should be 15 to  
4 20 miles away from the plant. If Suffolk County -- because  
5 Suffolk County Community College is a very good facility for  
6 a relocation center, if it were available it is entirely  
7 likely that we would seek to use it anyway, and that we  
8 would argue, as I think previous drafts of our testimony  
9 would argue, that the benefits of the facility itself out-  
10 weigh the few miles difference in location.

11 And, therefore, we would seek to use Suffolk  
12 County Community College. At this point, it's not available  
13 to us. The question of its closeness is no longer a live  
14 issue.

15 JUDGE LAURENSEN: Do you wish to respond to the  
16 point by point motions to strike submitted by Mr. Miller  
17 yesterday?

18 MS. MC CLESKEY: I'm prepared to deal with that  
19 if the Board wishes to hear the argument.

20 JUDGE LAURENSEN: Well, we are giving you the  
21 opportunity. If you don't wish to submit an argument and  
22 just want to have it decided on what the County has sub-  
23 mitted and your responses up to now, that's fine, too.

24 MS. MC CLESKEY: In that case, yes, I will go  
25 forward and respond to it point by point.

#1-6-SueT 1

2           The first point that Suffolk County makes is that  
3           the entire testimony should be struck because it's irrele-  
4           vant, speculative and immaterial. And I think this argu-  
5           ment was already made and rejected when the argument against  
6           admitting the testimony was stated. The testimony is not  
7           speculative, irrelevant or immaterial. It describes the  
8           entire planning concept for relocation centers and the  
9           commitment to complete certain details of that concept.

10           And, therefore, we ask that you reject that  
11           argument.

12           In addition, there are nine other points that  
13           the County raises which, except for a few specific pieces  
14           of the testimony, also would result in striking the entire  
15           testimony. Point Two is that course of prior planning for  
16           relocation centers is not relevant. And, as we stated  
17           during the argument for not quashing Hines and Cipriani's  
18           subpoenaes, we think we need to discuss what has gone  
19           before, both to make sense of the contentions that are in  
20           the record which mention relocation centers in previous  
21           drafts of the LILCO plan, testimony references that have  
22           gone on throughout the proceeding, and to determine whether  
23           the present approach for planning is a good one in light  
24           of all that has gone before.

25           And, therefore, we think that the prior course  
          of planning is relevant.

#1-7-SueT 1

2 As to Point Three, the description of the reloca-  
 3 tion center planning concept that LILCO is presently relying  
 4 upon is not irrelevant. It identifies the concept of  
 5 planning that is going to be used and the approach that  
 6 will presently be relied upon by LILCO in dealing with the  
 7 issue of relocation centers. And this kind of prospective  
 8 testimony to the extent that it is prospective is exactly  
 9 the kind of testimony that has gone on throughout this  
 10 proceeding.

11 And the description of what LILCO is going to  
 12 do if there is some speculation about it is an argument  
 13 that goes to the weight that should be given to the testimony,  
 14 not to whether it's admissible or not.

end #1 14

*mark*  
*see* flws 15

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Sim 2-1

1 Point 4 is that the basis for the LILCO plan's  
2 capacity of about 20 percent of the EPZ population, which  
3 is taken from the studies in the LILCO testimony of previous  
4 experience in emergencies is outside the scope of these  
5 witnesses' expertise because they are not psychologists or  
6 sociologists.

7 We think that argument should be rejected. The  
8 studies that they are relying upon are described and portions  
9 of them are attached to the testimony. You don't have to  
10 be a sociologist to know whether five percent of the people  
11 showed up at Mississauga and therefore whether it is reason-  
12 able to assume that 20 percent is what you should be planning  
13 for. And, therefore, we ask that that argument be rejected.

14 Point 5 is Suffolk County's prior planning efforts  
15 which showed that they had accepted a 20 percent capacity.  
16 That fact that the county in its own planning relied upon  
17 20 percent is relevant to any challenge to the 20 percent  
18 number that may be made now by the county. And, therefore,  
19 that testimony should not be struck.

20 Point 6 involves lines five through 14 on page  
21 21, and the argument is that the testimony is speculative.  
22 Lines 5 through 10 simply describe that Suffolk County  
23 Community College is no longer available to LILCO, that it  
24 has been withdrawn. And that portion of the testimony in  
25 no case should be struck. It is not even arguably



Sim 2-1

1 speculative. It simply repeats the Contention 24-0.

2 Lines 10 through 14, which projects LILCO's view  
3 that in an emergency all facilities who are able to respond  
4 would respond is called upon, if it is speculative, that  
5 speculation goes to the weight that that testimony should  
6 be given and not to whether it is admissible or not.

7 Point 7 addresses the statement by the LILCO  
8 witnesses that if there are lingering concerns on the part  
9 of the County and the State that they do have other avenues  
10 for resolving those concerns, and that is to simply come and  
11 work with the Red Cross and LILCO and resolve their concerns  
12 and make some of the buildings that they might think are  
13 appropriate available.

14 We think that the fact that there are other  
15 avenues open to the County and the State for resolving the  
16 concerns of this contention is relevant to the contention.

17 In addition, we think that that argument goes  
18 to the weight of the testimony as well and not to its  
19 admissibility.

20 Point 8 attempts to strike the letter to the  
21 Suffolk County Red Cross from LILCO and the outline from  
22 Suffolk County Red Cross to LILCO regarding Suffolk County  
23 Red Cross' involvement in a radiological emergency response.  
24 I have already addressed those two attachments in response  
25 to your letter, Judge Laurenson.



Sim 2-3

1 Attachment 4, which the County also seeks to  
2 strike as Point 9 is the Red Cross' agreement with New York  
3 State regarding the use of certain facilities, and we think  
4 that the Red Cross' mode of operation in running relocation  
5 centers and choosing relocation centers is relevant to this  
6 testimony because it is the Red Cross that is being relied  
7 upon for centers under the LILCO plan, and the fact that  
8 they do have an agreement with New York State to use certain  
9 State facilities is relevant to the issue of where and what  
10 relocation centers will be used.

11 The SUNY-Farmingdale agreement is relevant both  
12 because that facility is specifically relied upon by LILCO  
13 in its present relocation center planning and because there  
14 will be further discussions about SUNY-Farmingdale and its  
15 availability or lack of it with Mr. Cipriani coming, and  
16 we think that the written agreement bears a great deal of  
17 relevance to whether SUNY-Farmingdale was pursued as a  
18 relocation center and whether it can now be relied upon.

19 That concludes my argument.

20 JUDGE LAURENSEN: Does the State wish to be  
21 heard on this?

22 MR. ZAHNLEUTER: Yes, sir.

23 Consistent with its position in the past, the  
24 State supports the County's motion to strike on the reloca-  
25 tion center issues.

Sim 2-4

1 I would like to address some of them specifically.

2 First of all, the State disagrees with counsel  
3 for LILCO's characterization that certain facilities have  
4 been withdrawn from LILCO's use. Presumably that is a  
5 reference to the State and County's facilities, and the  
6 State disagrees with that characterization.

7 A specific item that I would like to address is  
8 on page 15 of the testimony where the matter is alleged to  
9 be speculative and such speculation was just denied by  
10 counsel for LILCO.

11 I think if I read the passage, it is just two  
12 sentences, it is obvious that it is speculation. The text  
13 says "Working with the American Red Cross, LILCO will soon  
14 designate a center or centers, depending upon capacity.  
15 That will be listed in the LILCO plan and in public informa-  
16 tion materials. The American Red Cross will staff these  
17 centers and might use them as emergency centers from which  
18 evacuees will be sent to other shelter or as relocation  
19 centers."

20 That certainly is speculative.

21 Thirdly, if we are going to litigate the reasons  
22 for why LILCO is changing its relocation center testimony,  
23 I think we should also then consider litigating all of the  
24 reasons why LILCO changed Rev. 0, Rev. 1, Rev. 2 and Rev. 3  
25 and may possibly in the future change Rev. 4.

Sim 2-5 1

2 The last point that I would like to address is  
3 the testimony that is on page 25, specifically the answer  
4 to Question 24 that pertains to the lingering concerns of  
5 the County and the State.

6 I think that that material is not probative and  
7 has no proper place in testimony submitted to the NRC.

8 That concludes my statement.

9 JUDGE LAURENSEN: Anything further on these  
10 motions to strike?

11 (No response.)

12 There was one other document that we had said  
13 previously we would treat it as a motion to strike and that  
14 was I think the LILCO request for additional time back in  
15 July when we had a discussion.

16 At that point I think we indicated on the record  
17 that we would treat that document as a motion to strike  
18 the two letters of attachment from Dr. Cipriani and  
19 Superintendent Hines.

20 However, since that time, since we have issued  
21 subpoenas and decided last week not to quash the subpoenas,  
22 am I correct that LILCO is not at this time requesting that  
23 those documents be stricken?

24 MS. McCLESKEY: Yes, sir.

25 JUDGE LAURENSEN: All right, at this time the  
Board will take a brief recess to consider the County's

Sim 2-6

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motions to strike and we will be back with our decision.

We will try to be back around 11 o'clock by  
this clock.

(Recess.)

end Sim  
Joe fols



(11:00 a.m.)

1  
2 JUDGE LAURENSEN: Back on the record now.

3 The Board has considered the Suffolk County motion to strike  
4 portions of the relocation center testimony offered by LILCO.  
5 We have also considered the LILCO oral argument against the  
6 Motion, and the New York argument in favor of the Motion.

7 We find that only one of the Motions to Strike  
8 should be granted, and that is Number 7, described as the  
9 second paragraph of Answer 24, on page 25.

10 As to that paragraph, we agree with Suffolk  
11 County and New York that it is not probative evidence, and  
12 therefore, should be stricken. As to all the other Motions  
13 to Strike we find that LILCO should be given the opportunity  
14 to present its evidence.

15 The County's objection goes to the weight to be  
16 given such evidence, and as such, the County is premature.  
17 We have also considered the testimony already in the record  
18 last week from the FEMA witnesses concerning the standard or  
19 standards they apply to the suitability of relocation centers.

20 We will hear all of LILCO's evidence and the  
21 County's evidence before deciding the suitability of this  
22 aspect of LILCO's plan.

23 I believe we are ready for the LILCO panel of  
24 witnesses?

25



1 MS. McCLESKEY: Yes, sir. The witnesses Cordaro,  
2 Robinson and Weismantle have resumed the stand, and Mr.  
3 Frank Rasbury has taken the stand.

4 Whereupon,

5 MATTHEW C. CORDARO,

6 ELAINE D. ROBINSON,

7 JOHN A. WEISMANTLE,

8 - and -

9 FRANK M. RASBURY,

10 were called as witnesses on behalf of LILCO, and Messrs.  
11 Cordaro and Weismantle, and Ms. Robinson, having been previously  
12 duly sworn, and Mr. Rasbury, being first duly sworn, were  
13 examined and testified as follows:

14 DIRECT EXAMINATION

15 BY MS. McCLESKEY:

16 Q Do each of you have before you a 25 page document  
17 with 8 attachments, entitled LILCO's Testimony on Phase II  
18 Emergency Planning Contentions 24.0, 74, and 75, Relocation  
19 Centers?

20 A (Witness Cordaro) We do.

21 A (Witness Robinson) We do.

22 A (Witness Weismantle) We do.

23 A (Witness Rasbury) Yes.

24 Q Is this your testimony?

25 A (Witness Cordaro) Yes.

XX INDEX

1 A (Witness Robinson) It is.

2 A (Witness Weismantle) Yes.

3 A (Witness Rasbury) Yes.

4 Q Was it prepared by you and under your supervision?

5 A (Witness Robinson) Yes.

6 A (Witness Weismantle) It was.

7 A (Witness Cordaro) It was.

8 A (Witness Rasbury) Yes.

9 Q Is it true and correct to the best of your knowledge  
10 and belief?

11 A (Witness Robinson) It is.

12 A (Witness Weismantle) Yes.

13 A (Witness Cordaro) Yes.

14 A (Witness Rasbury) Yes.

15 MS. McCLESKEY: Judge Laurenson, I move this  
16 testimony into evidence, and ask that it be bound into the  
17 record as if read.

18 JUDGE LAURENSEN: Any objection to that?

19 MR. MILLER: No objection.

20 JUDGE LAURENSEN: The testimony will be received  
21 in evidence and bound as indicated.

22 (Testimony follows.)

23

24

25

LILCO, July 30, 1984

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

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

LILCO'S TESTIMONY ON PHASE II EMERGENCY  
PLANNING CONTENTIONS 24.0, 74, AND 75  
(RELOCATION CENTERS)

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707 East Main Street  
Post Office Box 1535  
Richmond, VA 23219  
(804) 788-8200

LILCO, July 30, 1984

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

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

LILCO'S TESTIMONY ON PHASE II EMERGENCY  
PLANNING CONTENTIONS 24.0, 74, AND 75  
(RELOCATION CENTERS)

1. Q. Please state your names and business addresses.

A. [Cordaro] My name is Matthew C. Cordaro and my business address is Long Island Lighting Company, 175 East Old Country Road, Hicksville, New York, 11801.

[Rasbury] My name is Frank M. Rasbury and my business address is Nassau County Chapter, American Red Cross, 264 Old Country Road, Mineola, New York, 11501.

[Robinson] My name is Elaine D. Robinson and my business address is Long Island Lighting Company, 100 East Old Country Road, Hicksville, New York, 11801.



[Weismantle] My name is John A. Weismantle and my business address is Long Island Lighting Company, 100 East Old Country Road, Hicksville, New York, 11801.

2. Q. Please summarize your professional qualifications.

A. [Cordaro] I am Vice President of Engineering and Administration for LILCO. My professional qualifications have been offered into evidence as part of the document entitled "Professional Qualifications of LILCO Witnesses." I am sitting on this panel to provide the LILCO management perspective on emergency planning and to answer any questions pertinent to management. My role in emergency planning for Shoreham is to ensure that the needs and requirements of emergency planning are being met and that the technical direction and content of emergency planning are being conveyed to corporate management. As such, I am familiar with the issues surrounding relocation centers.

[Rasbury] I am the Executive Director of the Nassau County Chapter, American Red Cross with the business address of 264 Old Country Road, Mineola, New York, 11501.

My collegiate education was obtained at Los Angeles City College and the University of California at Los Angeles from 1946-1950, with continuing course work while in the military. Prior to joining Red Cross, I served in the Army for over 20 years, rising from Private to Lieutenant Colonel. My decorations include the Legion of Merit, the Bronze Star, and the Army Commendation Medal. I retired from active military service in February, 1971.

As Executive Director of our Red Cross chapter, I am responsible for the overall functioning of all the chapter's activities, which include Disaster Preparation and Response. Under my direction, our chapter is prepared to implement plans and policies relating to the mitigation of suffering caused by disasters, natural or man-made. During Hurricane Belle in August of 1976, I took personal charge of disaster operations and supervised the establishment of shelters for displaced persons. Further, I have special knowledge concerning the behavior of nuclear materials stemming from my military training involving nuclear weaponry.

Additionally, I have been active in community activities, being a Past District Governor of Rotary International, a Past President of the Board of Directors of Cornell University's Cooperative Extension Association in Nassau County, a Past Director of The Retired Officer's Club of Long Island, a member of the Association of Former Intelligence Officers, a Life Member of the National Rifle Association, and a member of Cornell's New York State Advisory Council.

[Robinson] I am employed by LILCO as Manager of the External Organizations Division of the Local Emergency Response Implementing Organization (LERIO). My professional qualifications have been offered into evidence as part of the document entitled "Professional Qualifications of LILCO Witnesses." I presently manage the LERIO team that is responsible for incorporating outside organizations, including the Red Cross, into the emergency planning effort. As such, I am familiar with the issues surrounding relocation centers.

[Weismantle] I am Manager of the Local Emergency Response Implementing Organization for LILCO. My professional qualifications have been offered into

evidence as part of the document entitled "Professional Qualifications of LILCO Witnesses." My familiarity with the issues surrounding relocation centers stems from my work in developing and implementing the LILCO Transition Plan.

3. Q. What is the purpose of this testimony?

A. [All witnesses] Our testimony responds to Contentions 24.0, 74, and 75 regarding relocation centers, by describing (1) the planning basis for relocation centers used in the LILCO Plan, and (2) how those centers would be operated in an emergency. This testimony takes into account developments since March 2, 1984, regarding relocation centers, and replaces the previously-filed testimony by LILCO on Contentions 24.0, 74, and 75. The following attachments are included in our testimony:

Attachment 1	Letter of Agreement Between LILCO and the American Red Cross
Attachment 2	Letter of Understanding Between LILCO and The American Red Cross
Attachment 3	"The American Red Cross Suffolk County Chapter Emergency Response Plan: Peacetime Radiological Emergencies/Nuclear Accidents"



- Attachment 4 Statement of Understanding Between the State of New York and the American National Red Cross
- Attachment 5 Agreement Between SUNY-Farmingdale and the American Red Cross to use the facility as a shelter in disasters
- Attachment 6 E.L. Quarantelli and R.R. Dynes, Images of Disaster Behavior: Myths and Consequences, pages 14-16
- Attachment 7 Hans and Sell, Evacuation Risks -- An Evaluation, page 52
- Attachment 8 Suffolk County Radiological Emergency Response Plan, Appendix A, pages AIII-7, 8

4. Q. What is Contention 24.0?

A. [Cordaro, Robinson, Weismantle] Contention 24.0 reads as follows:

Contention 24.0. The Plan designates Suffolk County Community College as the relocation center to be used by evacuees from eight of the 19 zones in the EPZ (zones A-E, H-J). LILCO estimates the population of these zones to be 18,599 (26,574 in the summer). (See Plan, Appendix A, at IV-75 to 162). Suffolk County Community College is an entity of the Suffolk County government. LILCO has no agreement with Suffolk County to use Suffolk County Community College as a relocation center. Furthermore, pursuant to Suffolk County Resolution No. 456-1982 and Resolution No. 111-1983, the Suffolk County Community College will not be available for use in implementing the LILCO Plan. Therefore, there is no

relocation center designated for a significant portion of the anticipated evacuees. Thus, the proposed evacuation of zones A-E, H-J cannot and will not be implemented.

5. Q. What is the "Further Preamble to Contentions 74-77"?

A. [Cordaro, Robinson, Weismantle] The "Further Preamble to Contentions 74-77" reads as follows:

Further Preamble to Contentions 74-77. An offsite emergency plan must include means of relocating evacuees and must provide for relocation centers located at least five miles and preferably 10 miles beyond the EPZ. NUREG 0654, Sections II.J.10.g and h. Such relocation centers are essential to provide food and shelter to those evacuees who have no alternative places to stay and also to provide radiological monitoring and decontamination for evacuees and their vehicles. The relocation centers must have sufficient personnel and equipment to monitor evacuees within a 12-hour period. NUREG 0654, Section II.J.12.

The LILCO Plan calls for the establishment of relocation centers outside the EPZ at the following facilities (Plan, at 4.2-1; OPIP 4.2.1):

Suffolk County Community College  
(primary)

BOCES Islip Occupational Center  
(primary)

State University of New York at  
Stony Brook (primary)

State University of New York at  
Farmingdale (backup)

St. Joseph's College, Patchogue  
(backup).

The Intervenors contend that LILCO will be unable to provide adequate relocation centers and services for evacuees, and thus the Plan fails to comply with 10 CFR Sections 50.47(a)(1), 50.47(b)(8), 50.47(b)(10), and NUREG 0654 Section J. The specific deficiencies which lead to this conclusion are set forth in Contentions 74-77.

6. Q. What is Contention 74?

A. [Cordaro, Robinson, Weismantle] Contention 74 reads as follows:

Contention 74. Two of the three primary relocation centers designated by LILCO are well within 20 miles from the Shoreham site. Both Suffolk County Community College and the State University of New York at Stony Brook are only three miles from the plume EPZ boundary, contrary to the requirement of NUREG-0654, Section II.J.10.h.

7. Q. What is the legal standard cited in Contention 74?

A. [Cordaro, Robinson, Weismantle] The legal standard cited in Contention 74 is the following:

NUREG-0654, Section II.J.10.h

The organization's plans to implement protective measures for the plume exposure pathway shall include:

h. Relocation centers in host areas which are at least 5 miles and preferably 10 miles beyond the boundaries of the plume exposure emergency planning zone.

8. Q. What is Contention 75?

A. [Cordaro, Robinson, Weismantle] Contention 75 reads as follows:

Contention 75. The LILCO Plan provides no estimates of the number of evacuees who may require shelter in a relocation center, and the Plan fails to demonstrate that each such facility has adequate space, toilet and shower facilities, food and food preparation areas, drinking water, sleeping accommodations and other necessary facilities. Accordingly, there is no assurance that the relocation centers designated by LILCO will be sufficient in capacity to provide necessary services for the number of evacuees that will require them. Thus, LILCO fails to comply with NUREG 0654, Sections II.J.10.g and J.12.

9. Q. What are the legal standards cited in Contention 75?

A. [Cordaro, Robinson, Weismantle] The legal standards cited in Contention 75 are the following:

NUREG-0654, Section II.J.10.g

The organization's plans to implement protective measures for the plume exposure pathway shall include:

g. Means of relocation.

NUREG-0654, Section II.J.12

12. Each organization shall describe the means for registering and monitoring of evacuees at relocation centers in host areas. The personnel and



equipment available should be capable of monitoring within about a 12 hour period all residents and transients in the plume exposure EPZ arriving at relocation centers.

10. Q. Does the LILCO Transition Plan provide a "means of relocation" for evacuees as suggested in NUREG-0654 Section II.J.10.g?
- A. [Cordaro, Robinson, Weismantle] Yes. LILCO relies upon the American Red Cross to provide relocation centers for evacuees from an emergency at Shoreham, pursuant to agreements with the American Red Cross (Attachments 1, 2, and 3 to this testimony).
11. Q. Why does LILCO rely upon the Red Cross to provide relocation centers?
- A. [All witnesses] American Red Cross chapters throughout the country obtain agreements with facilities for use as relocation centers during any disasters that may be experienced in the area, including an accident at a nuclear power plant. Offsite plans for nuclear power plants typically rely upon this emergency planning resource of Red Cross relocation centers, rather than duplicating the Red Cross's efforts.

12. Q. Mr. Rasbury, would you please describe the American Red Cross's efforts in providing relocation centers in response to emergencies?

A. [Rasbury] In keeping with its Congressional Charter, it is the responsibility of the American Red Cross to provide relief to persons in need as a result of a disaster. The American Red Cross cooperates with all agencies and organizations whose activities are directed to the alleviation of suffering caused by all types of natural and manmade disasters, including peacetime radiological emergencies or nuclear accidents. The relief provided by the American Red Cross can include assistance in disseminating warnings, coordinating Red Cross resources for voluntary evacuation, mobilizing trained volunteers to assist in rescues, and opening shelters if a large number of people are affected. To this end, the American National Red Cross has entered into a Statement of Understanding with the State of New York in carrying out these responsibilities in the event of a disaster. This Statement of Understanding is Attachment 4 to this testimony. The Red Cross does not require that any particular party inform it of an emergency in order for the Red Cross to act, and often the

first warning the Red Cross has of a disaster requiring its response is hearing an announcement about it over the radio. In order to carry out its responsibilities in responding to a disaster, particularly to provide shelter to persons who may need it, the Red Cross obtains agreements with buildings in the community for their use during an emergency as shelters. Our chapter of the Red Cross has obtained such agreements with all the facilities listed in the Attachment to the Letter of Agreement with LILCO (Attachment 1 to this testimony). These agreements are similar to the agreement between the Red Cross and SUNY-Farmingdale, which I have provided as an example and is Attachment 5 to this testimony. Emergency mass care assistance, including providing shelters, food, and first aid, is frequently provided by the American Red Cross nationwide, and is one of the main ways the Red Cross carries out its responsibility to respond to the needs of victims of a disaster.

13. Q. What has been LILCO's planning effort to date regarding relocation centers?

A. [Cordaro, Robinson, Weismantle] The initial planning approach, which continued through Revision 4 of the Plan, was to designate specific centers in the LILCO Plan for specific zones within the EPZ. These designated centers were to be identified in the public information materials disseminated yearly to EPZ residents. In Revision 0 of the Plan, the primary relocation centers designated were Suffolk County Community College, BOCES Islip Occupational Center, and the State University of New York at Stony Brook, based upon the centers in the original offsite emergency plan for Shoreham developed by Suffolk County planners; the State University of New York at Farmingdale and St. Joseph's College in Patchogue were designated in Rev. 0 of the LILCO Plan as backup relocation centers. It is these five facilities that are listed in the intervenors' contentions.

In response to Revision 0 of the Plan, Suffolk County filed, among others, Contention 24.0, in which it stated that Suffolk County Community College would not be available for use in the LILCO Plan due to the political position being taken by Suffolk County regarding emergency planning for Shoreham. In addition, LILCO more recently was



informed by the Red Cross that the State University of New York (SUNY) at Stony Brook, which considered for several months whether to allow its facility to be used specifically in the LILCO planning effort, had indicated to the Red Cross that SUNY-Stony Brook would not be available for use in LILCO's planning effort due to the State's political position on emergency planning for Shoreham. This information resulted in changes to the relocation centers that had been designated in Revisions 0 through 3 of the LILCO Transition Plan. Working with the Red Cross, LILCO identified the BOCES Islip Occupational Center, State University of New York at Farmingdale, and St. Joseph's College in Patchogue as primary relocation centers, and Dowling College as a secondary relocation center. These changes were explained to the intervenors in April and subsequently were included in Revision 4 of the Plan.

On June 26, 1984, the County filed revised relocation center testimony responding to the changes that were described. This revised testimony consists primarily of letters from officials at BOCES Islip and SUNY-Farmingdale to the Executive Director of the Suffolk County Chapter of the American

Red Cross, disavowing any agreements to make their facilities available for Shoreham planning purposes due to the political position of the Governor of New York State regarding Shoreham. Thus, LILCO is faced with the planning problem that certain relocation centers which can be, and LILCO believes will be, available in an actual emergency cannot be relied upon in the LILCO Plan.

14. Q. In light of this information, how will the LILCO Transition Plan provide for relocation centers for the public in accordance with NUREG-0654?
- A. [All witnesses] LILCO will continue to rely upon the American Red Cross to provide relocation centers during an emergency at Shoreham, pursuant to agreements with the Red Cross (see Attachments 1, 2, and 3). Working with the American Red Cross, LILCO will soon designate a center (or centers, depending upon capacity) that will be listed in the LILCO Plan and in public information materials. The American Red Cross will staff these centers and might use them as emergency centers from which evacuees will be sent to other shelter, or as relocation centers. LILCO will provide monitoring and decontamination at the designated center or

centers, and will obtain agreements specifically allowing LILCO to perform monitoring and decontamination at the facilities in response to a Shoreham emergency.

Based upon the agreement between LILCO and the Red Cross, during an actual emergency the Red Cross will coordinate the designation of any additional centers necessary for use as shelters, and the Red Cross staff will direct evacuees to these additional centers if necessary from the designated center or centers. The Nassau County Chapter of the American Red Cross will coordinate with adjacent Red Cross chapters to call upon additional centers and resources as necessary. If, at the time of an emergency, facilities such as the State University of New York at Farmingdale, BOCES Islip Occupational Center, Suffolk County Community College, or other State or County-owned facilities are called upon to respond, we are confident that they will. In the unlikely event that they do not, for whatever reason, evacuees will be directed by the Red Cross to other centers as necessary. Future revisions of the LILCO Transition Plan will be modified to reflect these provisions.

[Rasbury] The willingness of officials of facilities on Long Island to respond to an emergency by allowing their facilities to be used as shelters was amply demonstrated during Hurricane Belle. I was personally involved in the response to the needs of evacuees seeking public shelter. Although we did not have written agreements, facilities in the community were used to house over 3,000 people on short notice when the hurricane required them to leave their homes. These facilities were obtained by me by simply getting on the telephone and calling as soon as we had word of the impending hurricane and requesting facilities to respond. Red Cross volunteers were used to staff these facilities, and food and beds were provided as well. It is this kind of response that is typical in communities nationwide during disasters.

15. Q. Mr. Rasbury, what is the American Red Cross's role regarding relocation centers in a radiological emergency?

A. [Rasbury] As in any emergency where the Red Cross provides shelter, the Red Cross will provide staff, food, beds, medical care, case work services, personal counseling, and other aid as necessary. In



response to a radiological emergency at Shoreham, the Red Cross will provide a representative at the LERO EOC in addition to setting up its own operations center in Nassau County at the Red Cross building on Old Country Road. Because the Red Cross is a national organization, we can call upon resources throughout the East Coast and the country if necessary to respond to any emergency, including one at Shoreham. As previously noted, the Red Cross does not do monitoring and decontamination in response to a radiological emergency. In the case of Shoreham, this is left to the offsite emergency planning organization.

16. Q. In developing the LILCO Transition Plan, what is the maximum number of people that LILCO estimates may seek public shelter?

A. [Cordaro, Robinson, Weismantle] About 32,000.

17. Q. What is the basis for planning for that number?

A. [Cordaro, Robinson, Weismantle] Ordinarily, evacuees prefer not to go to public relocation centers, but stay instead in the homes of family or friends, or in a hotel. Studies of persons who evacuated from disasters show that only 10-20

percent of the population use relocation centers, and in no case examined did over 23 percent use the centers. E. L. Quarantelli & R. R. Dynes, Images of Disaster Behavior: Myths and Consequences (Ohio State Department of Sociology Disaster Research Center) 14-16 (Attachment 6 to this testimony). This is borne out by Hans and Sell's "Evacuation Risks - An Evaluation" (EPA-520/6-74-002), a study of evacuations for the Environmental Protection Agency. Hans and Sell found the following:

Shelters and evacuation centers are usually quickly established and manned; they are generally located in public buildings, especially schools. Although they are readily available, relatively few people use these centers, preferring to find their own accommodations either commercially or with friends or relatives. In a California flood, only 9,260 out of 50,000 persons evacuated registered in the 38 Red Cross shelters; during Hurricane Carla, 75 percent of the evacuees went to other than public shelters; and during Hurricane Betsy, only 20 percent requested assistance [footnotes omitted]. Generally, shelter centers are used only if nothing else is available or if one cannot financially care for himself.

Hans and Sell 52 (Attachment 7 to this testimony). And in the Mississauga accident in 1980, only about 5% of the evacuees went to a public shelter at all, and of those, only 38% stayed 24 hours or more.

In addition, the Suffolk County planners in the draft Suffolk County Radiological Emergency Response Plan, Appendix A, page AIII-7, 8 (Attachment 8 to this testimony) said "[i]t is estimated that 20% of the seasonal population will require such housing."

Therefore, LILCO is planning for 20% of the 10-mile EPZ population in obtaining relocation centers, which is about 32,000 people.

18. Q. Mr. Rasbury, based on your experience, is 20% a reasonable number for use in planning?

A. [Rasbury] Yes.

19. Q. Contention 24.0 states, in essence, that Suffolk County refuses to make Suffolk County Community College available as a relocation center, and therefore that there does not exist sufficient relocation center capacity. How does LILCO propose to solve this problem?

A. [Cordaro, Robinson, Weismantle] As previously explained and as stated in the Letter of Agreement with the Red Cross (Attachment 1), all of the relocation centers that will be used by the Red Cross at the time of an emergency will be at least 20

miles from Shoreham. Suffolk County Community College is not 20 miles from Shoreham and therefore would not be called upon by the Red Cross to respond if an emergency were to occur at Shoreham. LILCO is aware that Suffolk County at present refuses to allow Suffolk County Community College at Selden to be used as a relocation center in planning for Shoreham because, in the County's view, such activity is contrary to certain resolutions passed by the Suffolk County Legislature. As previously stated, we are confident that all State and County institutions, including Suffolk County Community College, would respond to help evacuees during an emergency were they called upon to do so.

20. Q. Contention 74 states that Suffolk County Community College and the State University of New York at Stony Brook are only three miles beyond the EPZ boundary, contrary to the requirements of NUREG-0654 Section II.J.10.h, and therefore that the relocation centers designated by LILCO do not meet that NUREG guideline. Is this true?

A. [Cordaro, Robinson, Weismantle] As previously explained, Suffolk County Community College and the State University of New York at Stony Brook are not



included in Revision 4 of the LILCO Transition Plan. Taking the Contention as one that questions any relocation center designated within 20 miles from the Shoreham site, LILCO meets the guidelines of NUREG-0654 Section II.J.10.h, because (1) the center or centers that are to be listed in the LILCO Plan and in information distributed to the public will be in Nassau County and therefore will in fact be beyond 20 miles from the Shoreham site, and (2) the Letter of Agreement with the American Red Cross (Attachment 1) states specifically that any relocation centers designated at the time of an emergency would be 20 miles or farther from the Shoreham site. Therefore, LILCO has met NUREG-0654 Section II.J.10.h.

21. Q. Contention 75 alleges in part that relocation center capacity will be insufficient. Do you agree?

A. [Cordaro, Robinson, Weismantle] No. As indicated in the Letter of Agreement with the American Red Cross, the Nassau Chapter of the American Red Cross estimates that it could house up to 48,000 people in Nassau County alone (Attachment 1, p. 2), many more than the maximum of 32,000 evacuees planned for. In addition, the Red Cross will call upon

resources beyond Nassau County as necessary to respond to an emergency at Shoreham. Consequently, there is adequate assurance that sufficient capacity for evacuees will be provided during an emergency.

22. Q. Contention 75 also alleges that the plan does not demonstrate that each relocation facility has adequate space, toilet and shower facilities, food and food preparation areas, drinking water, sleeping accommodations, and other necessary facilities. Mr. Rasbury, how does the Red Cross assure that the centers it chooses are adequate for sheltering people?

A. [Rasbury] We choose the best facilities from among those available in the community. Facilities are not built with the use of a shelter in a disaster in mind. We try to take buildings created for other purposes and bend them to our purpose if they are needed as shelter during an emergency. In choosing buildings we consider whether there is adequate parking, space, food facilities, toilets, and showers for persons who may be seeking shelter there. Most facilities are not perfect as regards all of these items, but many are satisfactory for

emergency shelter. The Red Cross will choose those which most closely meet the ideal for use during a disaster.

23. Q. Contention 75 also alleges that LILCO does not comply with NUREG-0654 Section II.J.12, although it does not mention in what regard LILCO does not comply. Does LILCO provide for registration and monitoring of evacuees at relocation centers?

A. [Cordaro, Robinson, Weismantle] Yes. As described in this testimony, the Red Cross does not monitor evacuees at relocation centers but leaves that in emergencies at nuclear power plants to the offsite organization. LERO will perform this function at the designated center or centers that will be listed in the public information material and in the Plan once they are identified.

The designation of "primary" and "secondary" or "backup" relocation centers, which has been used in the LILCO Transition Plan, referred to facilities at which LERO would provide monitoring and decontamination (primary) and facilities that would not have those capabilities. Pursuant to the planning changes described in this testimony, (1) no centers will be designated "primary" or

"secondary," (2) all facilities listed in the public information brochure will have monitoring and decontamination capability, and (3) evacuees would be sent to additional centers only after having been monitored and, if necessary, decontaminated.

24. Q. Based upon the information provided in this testimony, will a "means of relocation" be provided for evacuees from an emergency at Shoreham?

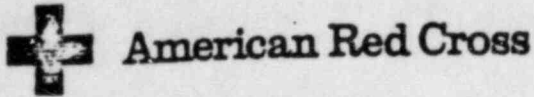
A. [All witnesses] Yes, relocation centers will be available for those who require shelter should there be an emergency at Shoreham.

~~[Cordaro, Robinson, Weismantle] If County or State officials have any lingering concerns regarding the availability or adequacy of the relocation centers to be used during an emergency at Shoreham, they should join in the planning process for relocation centers.~~

25. Q. Does this conclude your testimony?

A. [All witnesses] Yes.





**American Red Cross**

Nassau County Chapter  
264 Old Country Road  
Mineola, N.Y. 11501  
(516) 747-3500

July 25, 1984

Mrs. Elaine D. Robinson  
Long Island Lighting Company  
100 East Old Country Road  
Hicksville, N.Y. 11801

Re: Letter of Agreement Between  
LILCO and the American Red Cross

Dear Mrs. Robinson:

This letter confirms our recent discussions regarding the role of the American Red Cross, as determined by Charter of the U. S. Congress, during an emergency at the Shoreham Nuclear Power Station. Upon notification of an emergency at Shoreham the Red Cross will set up emergency centers at a pre-designated facility (or facilities) to be listed in the LILCO Transition Plan. The Red Cross will work with LILCO to identify the facility or facilities to be designated; any facility chosen will be 20 miles or more from the Shoreham site. The Red Cross will staff the designated facilities and will, if necessary, dispatch evacuees from these to additional facilities for shelter. It is agreed that the Local Emergency Response Organization (LERO) will provide monitoring and, if necessary, decontamination at the designated facilities.

In addition, there exist agreements between the Nassau County Chapter of the American Red Cross and the facilities named on the attached list, allowing the Red Cross to use the facilities for shelter during an emergency. These facilities will be relied upon by the Red Cross to provide additional space as relocation centers in the event of a radiological emergency at Shoreham, and it is to these facilities that evacuees would be directed, if necessary from the designated facilities in the LILCO Plan. If the space in these facilities is needed during an emergency at Shoreham, the Red Cross would fulfill its usual emergency response functions at these facilities, including staffing them and providing supplies as needed. It is estimated that these facilities could hold up to 48,000 people. All facilities are 20 miles or more from the Shoreham Nuclear Power Station.



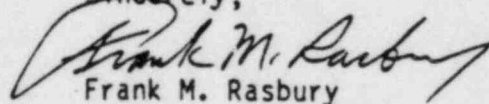
*The Nassau County Red Cross is also affiliated with Garden City Community Fund,  
Great Neck United Community Fund Inc., Five Towns United Way,  
Manhasset United Fund, Inc.*

Mrs. Elaine Robinson  
Long Island Lighting Company  
100 East Old Country Road  
Hicksville, New York 11801

Page 2.

LILCO has agreed to provide any training the Red Cross may require. Red Cross personnel will participate as appropriate in emergency planning drills and exercises to assure a successful response in an actual emergency.

Sincerely,



Frank M. Rasbury  
Executive Director

FMR:bmb

SHELTER INFORMATION 1982-1983

I. SAU COUNTY CHAPTER  
 AMERICAN RED CROSS  
 264 OLD COUNTRY ROAD  
 MINEOLA, NY 11501

AGREEMENT & CAPACITY

Contact: Sheldon Fuchs  
 223-8100 ext. 207/208

1975 500 -	Baldwin Public Schools High School Drive Baldwin, New York 11510	Mr. Ellinger 623-8900
1978 1000	Bellmore-Herrick Central H.S. Dist. 1691 Meadowbrook Road Herrick, N.Y. 11566	George Beyhl 334-1900 ext. 224
1978 900	Carle Place Union Free School Carle Place, N.Y. 11514	Claude Stringham Mr. Campo 794-7000 ext. 206
1978 500	East Meadow Union Free School Dist. Carnan Ave. East Meadow, New York 11554	Edward Lattare 599-7589 Robert Morse 599-7589
1978 1100	East Rockaway Public Schools East Rockaway H.S. Ocean Ave. East Rockaway, N.Y. 11518	334-8020
1981 900	East Williston School District 110 E. Williston Ave. East Williston, N.Y. 11596	354-4917
1978 1400	Elmont Public Schools Elmont Road Elmont, N.Y. 11003	752-6512 249-7680
1975 1500	Farmingdale Public Schools Van Cott & Grant Ave. Farmingdale, N.Y. 11735	Mr. Russell 352-0768
1981 400	Floral-Park-Bellrose Union Free School Dist. 1 Poppy Place Floral Park, N.Y. 11001	George Reynolds 354-1045
1981 600	Franklin Square Union Free School Dist. Washington Street Franklin Square, N.Y. 11010	Robert Swanson 623-2100
1976 2000	Freeport Public Schools 235 North Ocean Ave. Freeport, N.Y. 11520	Mr. Heinisch 248-7700
1980 1500	Garden City Public Schools Garden City, N.Y. 11530	Anthony Frizzolo 671-3272
1978 1500	Glen Cove Public Schools Doris Lane Glen Cove, N.Y. 11542	

		Contact: 741-7800
1975 1400	Henricks Public Schools Shelter Rock Road New Hyde Park, N.Y. 11040	
1981 1400	Hewlett High School 60 Everit Ave. Hewlett, N.Y. 11557	Fred DePalma 374-5200 Gus Bruno
1974 800	Hewlett-Woodmere Union Free School Dist. 1 Johnson Place Woodmere, N.Y. 11598	Harry Richter 374-5200 ext. 213
1975 2400	Hicksville Public Schools Division Ave. Hicksville, N.Y. 11801	733-2100 Kathleen Eogan
1980 400	Island Park Schools Island Park, N.Y. 11558	432-8933 432-8100
1975 1400	Island Trees Union Free School Dist. Owl Place & Condor Road Levittown, N.Y. 11756	Mr. Fred Neist 732-4020 Stella Clark 732-7247
1975 300	Lawrence Jr. H.S. Lawrence, N.Y.	Barton Thorp 295-2700 ext. 283/253
1975 1400	Locust Valley Central School Locust Valley, N.Y. 11560	James DiGionamel Richard Smith 676-8430
1981 800	Long Beach H.S. Lido Blvd. & Alleward Street Long Beach, N.Y.	William Soldan 889-2410 Larry Bourger 889-2167
1974 1000	Lynbrook Union Free School Dist. Waverly Ave. East Rockaway, N.Y. 11518	Louis Pearsall LY 3-4861
1978 100	Massapequa Grace Episcopal Church 4750 Merrick Road Massapequa, N.Y. 11758	Father John Jobson 798-1122
1975 1300	Massapequa High School 4925 Merrick Road Massapequa, N.Y. 11758	William A. Eldard 541-6600
1980 500	Malverne U.F.S.D. Woodfield Road Rockville Centre, N.Y. 11570	Lawrence Chapman 887-7733
1975 300	Manhasset Public Schools Memorial Place Manhasset, N.Y. 11030	Dr. Owen Hill 627-4400 Dr. Donald Grote 627-4400



1978 100	Mineola Town Hall Jericho Turnpike Mineola, N.Y. 11501	Contact: Mayor Smith 747-2232
1978 1600	Mineola Union Free School Dist. 200 Emory Road Mineola, N.Y. 11501	747-6700
1981 1000	Nassau County B.O.C.E.S. Salisbury Center Valentines Rd. & The Plain Rd. Westbury, N.Y. 11590	997-8700
1975 1600	No. Bellmore U.F.S.D. 2616 Martin Ave. No. Bellmore, N.Y. 11710	221-2200
1978 600	North Merrick U.F.S.D. 1775 Old Mill Road No. Merrick, N.Y. 11566	379-4070
1980 500	North Shore Schools Sea Cliff, N.Y.	671-5500
1982 500	Oceanside Merle Ave. School Merle Ave. Oceanside, N.Y. 11572	678-1200
1978 700	Oyster Bay-East Morvich School Dist. Oyster Bay, N.Y. 11771	922-3170
1981 1600	Plainedge Public Schools Hickville Road Bethpage, N.Y. 11714	Norman Black 735-8100 ext. 304
1978 800	Plainview-Old Bethpage Central School Plainview, N.Y. 11803	938-5400
1978 2400	Port Washington U.F.S.D. 27 Longview Road Port Washington, N.Y. 11050	Harold Champol 886-2517 Francis Banta 883-4000
1978 400	Roosevelt Public Schools 288 Nassau Road Roosevelt, N.Y.	378-7302
1981 1400	Reslyn Public Schools Locust Lane Reslyn, New York	621-4900
1981 300	St. Ignatious Rectory 129 Broadway Hicksville, N.Y. 11801	Father Harter 931-0056

1978 1600	Seaford Union Free School Dist. 2147 Jackson Ave. Seaford, N.Y. 11783	Edward Voorhees CA 1-0700
1978 500	Sewanhaka Central H.S. Dist. 555 Ridge Rd. Elmont, N.Y. 11003	328-4878
1975 500	Syosset Central School Dist. Pell Lane Syosset, N.Y. 11791	Joseph Singleton 921-5500
1978 2300	Uniondale Public Schools Goodrich Street Uniondale, N.Y. 11553	485-9804
1978 150	United Methodist Church 40 Washington Street Hempstead, N.Y. 11550	Rev. George Czar 485-6363
1978 100	United Methodist Church 192 Broadway Bethpage, N.Y. 11714	George Hilton WE 1-4345 WE 1-2977 825-8545
1975 600	Valley Stream U.F.S.D. Corona Ave. Valley Stream, N.Y. 11580	
1980 400	Valley Stream U.F.S.D. #30 Valley Stream, N.Y. 11580	Don Cirro 483-3969
1978 1600	Westbury U.F.S.D. Jericho Tpks. & Hitchcock Lane Westbury, N.Y. 11590	Elwood Webster 876-2016
1975 1200	West Hempstead U.F.S.D. 450 Nassau Blvd. W. Hempstead, N.Y. 11552	Harry Natow 489-8415
1981 500	WESTBURY CAMPUS SUNY OLD WESTBURY N.Y.	ANDREW R. TYRANSKI 516 876 3146 Bus 516 433 5459 CRK
1984 500	Farmingdale (SUNY) Roosevelt Hall Farmingdale, NY 11735	John Coyne Asst v.P. or security Head



**LONG ISLAND LIGHTING COMPANY**

178 EAST OLD COUNTRY ROAD • NICKEVILLE, NEW YORK 11801

Direct Dial Number

June 24, 1983

Mrs. Patricia Nocher  
Executive Director  
American Red Cross  
475 East Main Street  
Patchogue, NY 11772

Letter of Understanding Between  
LILCO and the American Red Cross

Dear Mrs. Nocher:

This letter confirms recent discussions regarding the role of the American Red Cross as determined by Charter of the U.S. Congress during an emergency at the Shoreham Nuclear Power Station. It is our understanding that in response to a radiological emergency at Shoreham, the Red Cross will fulfill its usual emergency response functions, including setting up and operating relocation centers for the public.

Even though LERO personnel will handle radiological monitoring and decontamination assignments; to assure preparedness in an actual emergency, the Red Cross should also participate as appropriate in training, drills, and exercises.

Many thanks for your continued contributions to the emergency planning effort.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles A. Daverio".

Charles A. Daverio  
Emergency Preparedness  
Coordinator

KDR/kv

FEB 6 1964

THE AMERICAN RED CROSS  
SUFFOLK COUNTY CHAPTER

EMERGENCY RESPONSE PLAN  
PEACETIME RADIOLOGICAL EMERGENCIES/NUCLEAR ACCIDENTS

I. PURPOSE

To define the role and responsibilities of the American Red Cross when peacetime radiological emergencies/nuclear accidents occur within the State of New York.

II. SCOPE

The American Red Cross will cooperate with all agencies, whose activities are directed toward the alleviation of suffering and needs caused by peacetime radiological emergencies/nuclear accidents, public and private, at the local, state and national levels.

III. DEFINITION OF DISASTER:

Disaster is any Natural or Man-made disaster - fire, flood, hurricane, chemical spill explosion, nuclear accident, earthquake, blizzard, transportation wreck. American Red Cross must be prepared to provide emergency assistance; open shelters and feeding operations if a large number of people affected.

IV. RESPONSIBILITIES

The American Red Cross will provide assistance in accordance with the Statement of Understanding between the State of New York and the American National Red Cross.

The American Red Cross regulations require that the administrative and fiscal controls be inseparable, and it will not assume costs for commitments made by other agencies or organizations.

A. Preparedness Measures - The American Red Cross will:

1. Maintain liaison with the Office of Disaster Preparedness coordination of peacetime radiological emergencies/nuclear response planning and operations, and participate in planning, preparedness and operations meetings and exercises.
2. Receive from that agency listings of designated mass care shelters and feeding centers, evacuation routes, reception centers, first aid stations, and requirements for and designations of transportation and communications



equipment and facilities.

3. Recruit and train shelter managers, disaster feeding personnel, nurses, liaison personnel and supervisors to serve in Red Cross operated mass care shelters and feeding centers.
4. Assist in developing agreements involving the Office of Disaster Preparedness and the owners or officials of the buildings to be used as shelter facilities for mass care operations.

B. Emergency Response - The American Red Cross will:

1. Conduct mass care shelter and feeding operations in centers and facilities designated in advance by the Office of Disaster Preparedness. These operations will consist of:

- The registration of evacuees who elect to go to mass care shelters so that there is a census at all times of the individuals and families who remain there.

- Food service

- Sleeping accommodations

- An emergency medical station supervised by an RN and the service of referring shelter occupants to a doctor or hospital if needed.

- Recreation services if the evacuees remain for an extended period of time.

2. Assign liaison representatives to the Emergency Operations Centers and reception centers.
3. Maintain contact and coordination with the Office of Disaster Preparedness and the departments of Welfare, Education and Health.

C. Agreements have been made at appropriate local facilities for adequate mass care shelters and feeding operations.

#### AUTHORITIES AND REFERENCES:

U. S. Public Law 4, 58th Congress, January 5, 1905  
U. S. Public Law 93-288, Disaster Relief Act of 1974  
Statement of Understanding between the Federal Emergency Management Agency and the American National Red Cross - January 22, 1982

#### APPENDICES:

American Red Cross Organization

STATEMENT OF UNDERSTANDING  
BETWEEN  
THE STATE OF NEW YORK  
AND  
THE AMERICAN NATIONAL RED CROSS

PURPOSE

The purpose of this statement of understanding is to provide for cooperation and coordination between the State of New York, its agencies, counties and municipalities, and the American National Red Cross (hereinafter known as the American Red Cross), in carrying out their assigned responsibilities in the event of natural or man-made disasters or enemy attack.

DEFINITION OF DISASTER

A disaster is an occurrence such as hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, blizzard, pestilence, famine, fire, explosion, volcanic eruption, building collapse, transportation wreck, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

AUTHORITY

State of New York

The State Disaster Preparedness Commission under the authority of Article 2-B of the Executive Law, and the State Civil Defense Commission under the authority of the State Defense Emergency Act, are responsible for natural and man-made disaster related and enemy attack related operations respectively, including preparedness, response and recovery. The Office of Disaster Preparedness, within the State Division of Military and Naval Affairs, acts as the staff arm of both Commissions.

The American Red Cross

The American Red Cross is an instrumentality of the United States Government with a Congressional Charter codified at 36 U.S.C., Section 1 et. seq., under which it is charged to "...carry on a system of relief in time of peace and apply the same in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities..." This role has been restated in the Disaster Relief Act of 1974 (P.L. 93-288), which says "...nothing contained in this act shall limit, or in any way affect the responsibilities of the American National Red Cross under the Act of January 5, 1905."

## SCOPE OF AMERICAN RED CROSS ACTIVITIES

### Natural Disasters

The magnitude of a disaster may be such that it simultaneously affects tens of thousands of people in several states or it may bring suffering and anguish to just a few persons in one apartment building or group of houses. Regardless of the extent of the disaster it is the responsibility of the American Red Cross to help meet the human needs that the disaster has caused. These needs may include food, clothing, shelter, first aid, and other basic elements for comfort and survival.

The American Red Cross also helps disaster victims needing long-term recovery assistance by advising and counseling them on the availability of resources so that they can resume living in keeping with acceptable standards of health, safety and human dignity. Such resources include those of their own family as well as federal, state and local agencies, both public and private. If there are no other resources available the American Red Cross may provide direct additional assistance to enable the victims to re-establish themselves.

Red Cross assistance to disaster victims is not dependent upon a Presidential or other federal disaster declaration but is provided regardless of the size of the catastrophe or disaster incident.

In carrying out its responsibilities to provide for mass care in peacetime disasters, including precautionary evacuations and peacetime radiological emergencies/nuclear accidents, the American Red Cross will operate appropriate shelter facilities and arrange for mass feeding and other appropriate support. In doing so, the Red Cross will pay related costs only when such activities are under the administrative control of or authorized by the American Red Cross, or when prior written agreements have been made for some other organization to provide emergency services on behalf of the Red Cross.

American Red Cross disaster responsibilities are nationwide. Therefore, when the local chapters in the affected areas are unable to meet the needs of disaster victims, the resources of the total organization are made available.

The American Red Cross provides blood and blood products and handles welfare inquiries from anxious relatives outside the disaster area.

In disasters with company or owner liability implications, including such unpredictable catastrophes as collapse of private dams, fires in hotels, theaters, and night clubs, and on pleasure boats, the customary emergency services will be extended on either a mass care basis or to individuals and families if such help is not or cannot be provided immediately by the owner of the property involved.



### Peacetime Radiological Emergencies/Nuclear Accidents

In the case of peacetime radiological emergencies/nuclear accidents, which have company or owner liability implications, the American Red Cross will conduct shelter and feeding operations in centers and facilities designated in advance by the Office of Disaster Preparedness, under arrangements worked out among the Office of Disaster Preparedness, the American Red Cross and officials or owners of the buildings.

### Civil Disorders

Where there are suffering and want resulting from civil disorders and fundamental human needs are not met, the American Red Cross will participate in community action to supplement the efforts of the responsible civil authorities in extending emergency services and relief to the victims of such disturbances.

### Other Emergency Situations

Situations caused by economic, political and social maladjustment, including the usual hazards of industry and agriculture, are not usually considered to be within the American Red Cross responsibility for disaster preparedness and relief. There may be other kinds of emergencies involving large numbers of people; or problems related to energy outages, costs or shortages that create evident human needs or in which public officials request Red Cross assistance.

### War-Caused Situations

In war-caused situations, the American Red Cross will use its facilities and personnel to support and assist mass care and emergency operations of the Office of Disaster Preparedness to the extent the Red Cross considers possible, while carrying out its other essential responsibilities and assignments.

The American Red Cross will support national emergency blood collection and supply efforts as provided for under special Federal Emergency Management Agency procedures and regulations related to the National Emergency Blood Program.

### COORDINATION AND COOPERATION

In the discharge of its responsibilities the American Red Cross recognizes the responsibility of the State of New York in disasters and will coordinate its activities with the responsible state agencies and local governments as required. This is essential when a state of emergency is declared by the Governor or the President has declared an emergency or major disaster.



The American Red Cross will keep the Governor or his designee advised of actions taken and will keep a continuing liaison with the offices of the State of New York to ensure effective assistance to all disaster victims.

Responsibility for coordinating the services of other volunteer agencies or groups during and after a major disaster will be undertaken by the American Red Cross upon a request from the Office of Disaster Preparedness, and with the consent of such agencies or groups.

The American Red Cross depends on public contributions to provide its services.

The American Red Cross agrees that, in an emergency, at the request of the Office of Disaster Preparedness, Red Cross liaison personnel will be provided at the State's Emergency Operating Center (and to other district or regional Emergency Operating Centers, as appropriate).

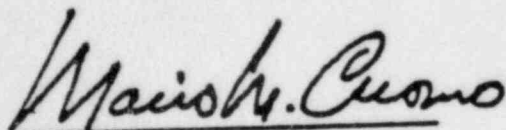
#### PLANNING AND IMPLEMENTATION

Cooperative arrangements for planning, exchange of information and continuing liaison regarding preparedness and disaster operations will be developed and maintained by the Office of Disaster Preparedness and the American Red Cross. Local counterparts of the two organizations will be encouraged to make similar arrangements.

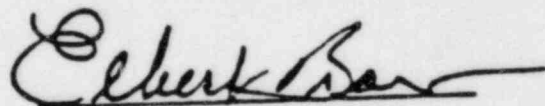
IN WITNESS THEREOF, the parties hereto have executed this Statement of Understanding on the dates indicated.

STATE OF NEW YORK

AMERICAN NATIONAL RED CROSS



Mario M. Cuomo  
Governor



Elbert Brown, Manager  
Eastern Field Office

September 23, 1983  
Date

June 6, 1983  
Date

STATE UNIVERSITY  
AGRICULTURAL AND TECHNICAL COLLEGE  
AT FARMINGDALE, NEW YORK 11735

February 8, 1964

Mr. Edward Thompson  
Director, Disaster Services  
American Red Cross  
264 Old Country Road  
Mineola, NY 11501

Dear Mr. Thompson:

I am writing to you in follow up to our telephone conversation of last week.

As we discussed, President Cipriani has agreed to allow the American Red Cross the use of our campus facilities as an official shelter during a disaster. We have identified Roosevelt Hall as the site to be used as a shelter for the victims of a disaster.

To arrange for the use of this facility, I would request that you contact the College's Campus Police to advise them of your need to utilize our campus facilities. The Campus Police can be reached by telephoning (516) 420-2111 any day or night throughout the year. We have acquainted our Campus Police Department with this program and they will have immediate access to Roosevelt Hall upon receipt of proper notification from Red Cross officials.

In order to satisfy State University legal requirements, we would appreciate your arranging to execute two copies of the enclosed Revocable Permit between the American Red Cross and the State University at Farmingdale. The Permit details what is expected of both parties and will remain in force until cancelled by either party. Please note that in allowing the American Red Cross to use our facilities, we are doing so with the understanding that the American Red Cross will assume full responsibility for all damages that may arise from the College's participation in this program. Any food or supplies that we would be required to provide under this program would, naturally, have to be reimbursed by the American Red Cross at the conclusion of your stay on our campus.

I am not sure if we discussed the issue of General Liability Insurance during our meeting but such insurance would be a requirement of the College as condition for the Red Cross using our facilities. Would you kindly provide us with a Certificate of Insurance naming the interests of the State University at Farmingdale in a General Liability Policy with minimum limits of one million dollars. If this insurance requirement presents a problem, please let us know immediately.

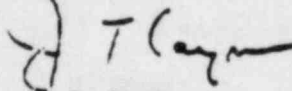
Mr. Edward Thompson

- 2 -

February 8, 1984

If these arrangements meet with your satisfaction, kindly return one signed copy of the Permit together with the Certificate of Insurance. We would hope that we never have occasion to implement this program but should a disaster occur in the future, please rest assured that the State University at Farmingdale stands ready to assist the American Red Cross.

Very truly yours,



J. T. Coyne  
Assistant Vice President  
for Administrative Services

JTC:cd  
encl.

cc: Mr. Dellaquila

STATE UNIVERSITY OF NEW YORK  
REVOCABLE PERMIT

Non-Commercial Organizations  
Occasional Users

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_, by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at State University Plaza, Albany, New York 12246, hereinafter referred to as "State University", acting for and on behalf of the STATE UNIV. AGR. & TECH COLLEGE @ FARMINGDALE  
(name of Campus)

hereinafter referred to as the COLLEGE, and AMERICAN RED CROSS

c/o Mr. Edward Thompson, Director, Disaster Services  
(Incorporated, Not Incorporated), a non-commercial organization having its principal place of business located at 244 Old Country Road  
Mineola, NY 11501

hereinafter referred to as "the Permittee".

W I T N E S S E T H:

WHEREAS, the Permittee will be conducting an on-campus event which requires certain facilities, hereinafter referred to as the "event", and

WHEREAS, State University has such facilities available at the College, and

WHEREAS, the parties desire to enter into an agreement whereby State University will make such facilities available to the Permittee for the event.

NOW, THEREFORE, be it known that a revocable permit is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services designated in "Exhibit B" on the date(s) and at the times specified thereon.

1. State University shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the premises. Unless specifically indicated otherwise in Exhibit B, no telephone service shall be provided by State University to Permittee hereunder.



2. The Permittee shall take good care of the premises, fixtures and appurtenances to preserve the premises in good order and condition.

3. Upon the prior written approval by State University, the Permittee may use other areas of the College Campus upon the same terms and conditions as provided herein.

4. In consideration of the facilities and services to be provided by State University as enumerated herein, the Permittee agrees to reimburse State University in accordance with the costs or services stipulated on the Attached "Exhibit C" and any other extraordinary costs incurred by the College to meet the requirements of the Permittee. Payment shall be made by the Permittee upon receipt of an official billing statement from the College. The form and manner of presentation of the statement shall be mutually agreed upon by the Permittee and the College.

5. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to State University or to others, and for injury to persons (including death) which may in any way result from the operation or conducting of the event, or may be caused by any of the persons involved in the event, whether or not directly caused by the Permittee.

6. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the event and agrees to remove any personnel involved in the event whose actions, or failure to act, shall in the sole judgment of State University, after consulting with the Permittee, be deemed to be detrimental to State University.

7. In addition to the authority of State University of New York under paragraph 21, if, in the judgment of the State University, activities of any personnel in any way involved in the event should be such that State University, after consultation with the Permittee, shall determine that the continuation of the event for the then remaining period covered by this agreement shall be contrary to the best interest of State University, State University may terminate this agreement without liability of any kind whatsoever therefrom, and the Permittee and all personnel so involved shall be thereupon removed from State University premises.

8. This agreement shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established University and College regulations and policies and with all laws, rules, orders, regulations, and requirements of federal, state and municipal governments applicable thereto including the provisions contained in the rider attached hereto and made a part hereof as "Exhibit A". If necessary, Permittee shall obtain and keep in force at its sole cost and expense, any permits or licenses which may be required by any Local, State or Federal Governmental body.

9. The Permittee agrees that the issuance of this permit shall in no way diminish the statutory authorization of State University to possession, pursuant to the Education Law, of the State controlled property to which this permit relates; nor shall the dominion and control by State University over the said State property be in any way diminished.

10. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between the State University and the Permittee regarding the use of the State controlled property to which this permit relates.

11. The Permittee specifically agrees that this permit shall be void and of no further force and effect upon any use of the State controlled property to which this permit relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of State University.

12. Upon removal from said premises, the Permittee shall, at its sole cost and expense, restore the premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the premises.

13. The Permittee shall have the right, so long as this permit shall remain in force, to enter upon said State lands for the purpose of maintaining, operating and using facilities designated in Exhibit B.

14. The Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York in connection with the use of the State owned property to which this permit relates, nor shall the name of the State of New York or the State University of New York be used by Permittee for any purpose without prior written approval of the State University.

15. The Permittee assumes all risk incidental to the use of said facilities and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with the event, use of facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the People of the State of New York and the State University of New York from any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to the use of the facilities, its appurtenances and the surrounding grounds or the violation by said Permittee, its agents, employees or contractors of any law, code, order, ordinance, rule or regulation in connection therewith. The Permittee further agrees, on being requested so to do, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the People of the State of New York and/or the State University of New York in connection with the claims, suits and losses, as aforesaid.

16. The Permittee agrees to provide evidence of appropriate insurance protection or, subject to campus determination, reimburse the campus for its prorated share of insurance purchased on behalf of non-commercial organizations covering property damage, personal injury or death arising out of the use of University facilities.

17. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against the State of New York nor its officers and employees, and the State of New York, its officers and employees shall be relieved from any and all liability.

18. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by registered mail addressed as follows:

TO THE COLLEGE: Mr. J. T. Coyne, Asst. Vice President  
for Administrative Services  
SUNY @ Farmingdale  
Whitman Hall  
Melville Road  
Farmingdale, NY 11735

TO THE PERMITTEE: Mr. Edward Thompson  
Director, Disaster Services  
American Red Cross  
264 Old Country Road  
Mineola, NY 11501

Or to such other addresses as may be hereafter designated by notice. All notices become effective only when received by the addressee.

19. This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.

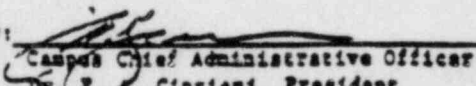
20. The relationship of the Permittee to State University and the State of New York arising out of this agreement shall be that of independent contractor.


21. The permission hereby granted shall continue only during the pleasure of the State University of New York and may be revoked at any time without cause. Upon revocation of the permission hereby granted and notice thereof served either in person or by registered mail, said Permittee shall and will promptly discontinue the use of the premises and shall thereupon remove all of its property from the premises and shall restore the premises to the same condition it was in before use by the Permittee commenced, except that this permit shall terminate SEE EXHIBIT B ATTACHED

in any event, if not sooner revoked. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.

IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and the State University has caused this instrument to be executed by its duly authorized officer.

STATE UNIVERSITY OF NEW YORK

By:   
Campus Chief Administrative Officer  
Dr. P. A. Cipriani, President

By:   
Official Representative of Permittee  
Mr. Edward Thompson  
Director, Disaster Services  
American Red Cross



## EXHIBIT A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sold or disposed of without the previous consent in writing of the State.

II. This contract shall be deemed executory only in the case of money available to the State for the performance of the terms hereof and no liability or amount thereof shall be incurred by the State of New York beyond money available for the purpose thereof.

III. During the performance of this contract, the contractor agrees to follow:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

(b) If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor union or representative of workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the contractor's agreement with the State (hereinafter called "non-discrimination clause"). If the contractor has directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.

(c) If directed to do so by the Commissioner of Human Rights, the contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clause (a) and (b) and such provisions of the State laws against discrimination as the State Commissioner of Human Rights shall determine.

(d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.

(e) The contractor will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to the contractor's books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be debarred temporarily for future contracts made by or on behalf of the State or a public authority or agency of the State, until the contractor satisfies the State Commissioner of Human Rights that the contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after consultation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the contractor and an opportunity has been afforded the contractor to be heard publicly in accordance with the Executive Law. Such conditions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(g) The contractor will include the provisions of clause (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action as enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the contracting agency, the contractor shall promptly so notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

IV. The agreement shall be void and of no force and effect unless the contractor shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.

(ACKNOWLEDGMENT BY INDIVIDUAL)

STATE OF NEW YORK )  
COUNTY OF ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGMENT BY UNINCORPORATED ASSOCIATION)

STATE OF NEW YORK )  
COUNTY OF ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_ and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of \_\_\_\_\_, for the uses and purposes mentioned therein.

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGMENT BY CORPORATION)

STATE OF NEW YORK )  
COUNTY OF NASSAU ) SS.:

On this 15th day of March, 1984 before me personally came Edward Thompson, to me known, who being duly sworn, did depose and say that he/she resides in 251 Fruitwood Lane, Central Islip, NY 11722 that he/she is the Director, Disaster Services of the Nassau County Chapter, American Red Cross, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Melan A. Bragante  
\_\_\_\_\_  
Notary Public  
MELAN A. BRAGANTE  
NOTARY PUBLIC STATE OF NEW YORK  
No. 30-1420750  
Qualified in Nassau County  
Term Expires March 30, 1985

EXHIBIT B

STATE UNIVERSITY OF NEW YORK  
REVOCABLE PERMIT

Non-Commercial Organizations  
Occasional Users

AMERICAN RED CROSS  
Name of Permittee

The following facilities and services will be provided by the College to the above named Permittee on DISASTER OCCURRENCE (date(s)) during the hours of N/A to N/A

THE COLLEGE RESERVES THE RIGHT TO TERMINATE ANY DISASTER PROGRAM ARRANGED BY THE AMERICAN RED CROSS IF SUCH PROGRAM CONFLICTS WITH THE COLLEGE'S ACADEMIC CALENDAR. AUTHORIZATION TO USE ROOSEVELT HALL IS BEING GIVEN WITH THE UNDERSTANDING THAT THE AMERICAN RED CROSS WILL REPLACE OR REIMBURSE THE STATE UNIVERSITY AT FARMINGDALE FOR ANY DAMAGES TO ITS CAMPUS FACILITIES AS A RESULT OF THIS PROGRAM. THE AMERICAN RED CROSS FURTHER AGREES TO REIMBURSE THE STATE UNIVERSITY AT FARMINGDALE FOR ANY FOOD OR SUPPLIES THAT THE COLLEGE MAY BE REQUESTED TO FURNISH UNDER THIS PROGRAM.

EXHIBIT C

STATE UNIVERSITY OF NEW YORK  
REVOCABLE PERMIT  
Non-Commercial Organizations  
Occasional Users

AMERICAN RED CROSS  
Name of Permittee

The Permittee agrees to compensate the College in the amount of -0-  
for the use of the facilities described in Exhibit B.  
This compensation was determined on the following basis:



STATE UNIVERSITY  
AGRICULTURAL AND TECHNICAL COLLEGE

AT FARMINGDALE, NEW YORK 11735

(516) 426-2022

June 21, 1984

Mr. Edward Thompson  
Director, Disaster Services  
American Red Cross  
264 Old Country Road  
Mineola, NY 11501

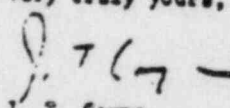
Dear Mr. Thompson:

Our records indicate that the Certificate of Insurance that you provided us covering the American Red Cross' Disaster Program will expire on July 1, 1984.

We would appreciate your furnishing the College with a renewal Certificate covering this program, for the same limits of liability.

Thank you for the attention given this request.

Very truly yours,

  
J. T. Coyne  
Assistant Vice President  
for Administrative Services

JTC:cd

**General Insurance**

**Word**

NAME AND ADDRESS OF POLICY

**Fred S. James & Company, Inc.**  
 58 Water Street  
 New York, NY 10041

**COMPANIES AFFORDING COVERAGES**

- COMPANY LETTER **A** The Travelers Insurance Companies
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

**American Red Cross**  
 17th & "D" Streets N.W.  
 Washington, D.C. 20006

This is to certify that policies of insurance have been issued to the insured named above and are in force as of the time hereof, pending any conditions, terms or conditions of any contract or other document with respect to which this certificate may be issued or may apply. The insurance afforded by the policies described herein is subject to all the terms, conditions and coverages of such policies.

POLICY NUMBER	TYPE OF INSURANCE	POLICY EXPIRATION DATE	Limits of Liability in Thousands (\$000)		
			PER PERSON	PER OCCURRENCE	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> HOMEOWNERS FORM <input type="checkbox"/> EXPLOSION AND COLLISION DAMAGE <input type="checkbox"/> UNDERWRITING DAMAGE <input type="checkbox"/> PRODUCTS COMPLIANCE <input type="checkbox"/> CONTRACTORS LIABILITY <input type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY	TRGLG1317684-1-83	7-1-84	BODILY INJURY	\$ 1,000
				PROPERTY DAMAGE	\$ 1,000
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000
				PERSONAL INJURY	\$ 1,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED	TRCAP1317685-3-83	7-1-84	BODILY INJURY (EACH PERSON)	\$ 1,000
				BODILY INJURY (EACH OCCURRENCE)	\$ 1,000
				PROPERTY DAMAGE	\$ 1,000
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000
A	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	TRORCB1852585-A-83	7-1-84	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ EXCESS
				STATUTORY	\$ 100
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				
	OTHER				

DESCRIPTION OF SPECIAL OCCASIONS/VEHICLES  
 SUNY at Farmingdale is permitting the Nassau County Chapter, American Red Cross, Mineola, NY to use the college facilities as a shelter to house those people in the community who find it necessary to take shelter during the time of a disaster.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder. But failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER  
**Mr. J.T. Coyne, Asst. Vice Pres. for Adm. Serv.**  
 SUNY @ Farmingdale - Whitman Hall  
 Melville Road  
 Farmingdale, NY 11735

February 27, 1984

*Michael H. Condon*



FALL 1983

REGISTRATION PROCEDURES

ROOSEVELT HALL -- STATION 1 - pick up registration materials. PROCEED TO --

JPTON HALL -- STATION 2 - Academic Advisors and Course Cards.

DO NOT WRITE COURSES ON REGISTRATION FORM UNTIL YOU CONSULT ACADEMIC ADVISORS.

Advisors are located in the following rooms:

<u>DEPARTMENT</u>	<u>ROOM</u>	<u>DEPARTMENT</u>	<u>ROOM</u>
Advertising Art.....	228	Graphics & Mechanics.....	224
Aerospace Technology.....	161	History, Economics & Politics...	210
Agriculture.....	114	Horticulture.....	114
Air Cond., Heating & Refrig.....	221	Integrated Pest Management.....	114
Auto Service Specialist.....	161	Languages.....	267
Biological Sciences.....	156	Liberal Arts.....	113
Business Administration....	148 & 150	Mathematics.....	211
Chemistry.....	242	Mechanical Technology.....	224
Community Service Assistant.....	26 <sup>n</sup>	Medical Lab. Technology.....	156
Computer Science.....	211	Mortuary Science.....	269
Construction Technology.....	263	Nursing.....	194
Criminal Justice.....	266	Physical Education.....	218
Data Processing.....	169	Physics.....	229
Dental Hygiene.....	218	Psychology.....	215
Early Childhood.....	269	Restaurant Management.....	114
Electrical Technology.....	237	Secretarial Science.....	210
Engineering Science.....	229	Sociology & Anthropology.....	215
English & Humanities.....	261	Veterinary Science Technology...	156
Food Processing Technology.....	114		

Receive approval, an orange IBM card AND Class Admission IBM Card for each course from advisor. Fill in all black lines on the registration form. Include complete address (Street, Town, Zip Code), telephone number, and Social Security number.

Evening College Counselors, if required, are in Room 113. Students needing Overload Approval to exceed the allowable number of courses/credits should also go to Room 113. -- PROCEED TO --

HOLD HALL GYMNASIUM

STATION 3 - Master Data Sheet Processing -- PROCEED TO --

STATION 4 - Fee Clerks - Tuition & Fees computed. -- PROCEED TO --

STATION 5 - NUMBERING MACHINE - for registration number. -- PROCEED TO --

STATION 6 - Cashiers OR MASTER CHARGE/VISA CHARGE CARD TABLE  
Pay tuition and fees except vehicle registration fee. -- PROCEED TO --

STATION 7 - Present completed Master Data Sheet to clerk. -- PROCEED TO --

STATION 8 - Present Class Admission IBM course cards to be stamped "PAID" -- PROCEED TO --

STATION 9  
Return All registration materials to the clerk. The Receipts portion of the white registration card and the Class Admission IBM card(s), which must be presented to the instructor the first night of class, will be validated and returned to you.

KEEP THE RECEIPT PORTION OF YOUR REGISTRATION FORM. YOU MUST PRESENT IT TO OBTAIN AN APPOINTMENT CARD FOR YOUR NEXT REGISTRATION. -- PROCEED TO --

STATION 10 - Vehicle Registration - Pay \$5.00 Annual Fee.



Preliminary Paper

5

IMAGES OF DISASTER BEHAVIOR:  
MYTHS AND CONSEQUENCES

E.L. Quarantelli  
and  
Russell R. Dynes

Department of Sociology  
Disaster Research Center  
The Ohio State University

This study was made possible in part by U.S. Public Health Service, National Institute of Mental Health Grant 5 RO1 MH 15399-03. A much shorter and earlier version of this paper appeared as "When Disaster Strikes" in Psychology Today V-5 (Feb. 1972) 66-71.

hordes of animal-like creatures fleeing wildly and acting hysterically when they find themselves in danger, what actually happens is somewhat duller but also more reassuring than dramatic license portrays.

2. Just as the panic image of disaster behavior is generally incorrect, so is the view that disasters leave victims dazed and disoriented both at time of impact and in the recovery period. Those who experienced disasters are not immobilized by even the most catastrophic of events. They are neither devoid of initiative nor passively dependent and expectant that others, especially relief and welfare workers, will take care of them and their disaster created needs. In fact, disaster victims sometimes insist in acting on their own even contrary to the expressed advice of the public authorities and formal agencies.

A form of shock reaction, called a "disaster syndrome," has sometimes been observed in the aftermath of relatively sudden and extensive disasters. This reaction involves a state of apathy leading to a regression in normal cognitive processes. However, the "disaster syndrome" does not appear in great numbers of people; seems confined only to the most sudden traumatic kinds of disasters; has been reported only in certain cultural settings; and is generally of short duration, hours only, if not minutes. One study of an extremely extensive tornado, using an area probability sample, found that only 14 percent of all victims may have manifested some aspects of the initial stages of the syndrome.

In general, disaster victims react in an active manner, and do not wait around for assistance by outsiders or offers of aid from organizations. On

a large scale they show considerable personal initiative and a pattern of self and informal mutual help. When shelter is needed for example, displaced persons seek the aid of and move in with other family members, intimates and neighbors. When about 10,000 were made homeless in a tornado in Massachusetts, less than 5 percent sought aid from and were housed by the public authorities. In the massive evacuation preceding Hurricane Carla mentioned before, more than three-quarters of the evacuees went to other-than public shelters; 50 percent in fact went to private homes of friends and relatives. In a California flood, only 9,260 persons out of over 50,000 evacuees registered in the 30 Red Cross shelters available in 13 towns in the disaster area.

This pattern of mutual and self help also prevails in other disaster-related activities besides that of obtaining shelter. In one community emergency after another, victims repeatedly show an ability to cope with most immediate disaster problems except those necessitating special equipment or highly specialized skills as might be involved in some kinds of medical treatment. For example, a study of the Flint-Beecher tornado in 1953 found that the victim and fringe area population, with almost no aid from formal organizations, were able within three to four hours to rescue and bring to hospitals from two-thirds to three-fourths of the 927 casualties sustained in the area. In fact, less than 20 percent of the disaster-impacted population had any contact of any kind with disaster agencies during the early hours of this disaster.

Even in the most massive of disasters, formal agencies appear to contact but a relative fraction of all victims. This is partly borne out by the

official statistics of the American National Red Cross, the agency with formal responsibility for post-disaster relief activities especially of a personal and individual nature. It is clear that emergency mass care is given to but a relatively small proportion of victims in any of the organization's principal disaster relief operations. For example, in Hurricane Betsy in 1965, the Red Cross assisted 34,476 families out of 178,543 who had suffered some degree of loss. This is less than 20 percent of the total in an operation that was one of the three greatest disaster relief undertakings in American Red Cross history.

The evidence in fact is rather strong that far from seeking and being dependent on formal disaster organizations, these are the last sources that victims turn to for help. There is actually a hierarchy of assistance seeking that runs from the more informal, intimate groups to formal, less familiar organizations. Thus, people first seek help from family and intimates; then they turn to larger membership groups to which they belong (e.g., churches, work places, etc.). They look next to other individual members of the community. Only if these sources prove unresponding or unavailable do they seek assistance from the more impersonal formal organizations, such as the police and welfare departments. Last to be sought are the special disaster agencies such as civil defense and the Red Cross. Rosow, after studying a number of tornado disasters notes that because of this "informal self help and spontaneous mutual aid rather than a reliance on public services . . . inexperienced authorities . . . over-estimate the welfare needs in food, housing and clothing which they would be called upon to provide."



Shelters and evacuation centers are usually quickly established and manned; they are generally located in public buildings, especially schools. Although they are readily available, relatively few people use these centers, preferring to find their own accommodations either commercially or with friends or relatives. In a California flood, only 9,260 out of 50,000 persons evacuated registered in the 38 Red Cross shelters; during Hurricane Carla, 75 percent of the evacuees went to other than public shelters; and during Hurricane Betsy, only 20 percent requested assistance (23,40). Generally, shelter centers are used only if nothing else is available or if one cannot financially care for himself.

It is necessary, in an evacuation called due to a radiation threat, to be able to warn all citizens in the affected area and to account for them later. Accounting for people at a shelter may prove impractical since the probability is that only a small percent will use public shelters. Therefore, some other accountability systems will need to be devised.

Aside from adequate, redundant communication systems, the helicopter was mentioned as a most valuable asset in disaster situations. Not only does it make quick movement available, but, as a movable observation point, a helicopter is invaluable.

#### Special evacuations

In the event of a nuclear incident, some institutions, public and private, may have to be evacuated. Each institution will have its own particular characteristics and will require different procedures for handling the evacuees.

#### Schools

In most of the evacuations observed, more than 99 percent of the evacuees utilized private vehicles for the evacuations and evacuated as family units. If schools are evacuated, it may result in the separation of families. Parents are reluctant to be separated from their children and may attempt to retrieve them, causing additional congestion and, subsequently, may slow down the evacuation process. In order to minimize the congestion, plans should be developed whereby school children would be returned to their respective residences or evacuated to a specific location. The location could be schools located out of the impact area since they would present a somewhat familiar environment and generally have food service facilities and adequate supervision. The choice of either action would be dependent

RELOCATION CENTERS

It is anticipated that a majority of the people asked to evacuate their homes will seek temporary lodging with friends or relatives, or stay at hotels and motels for the duration of an incident, particularly since a large percentage of Suffolk County residents migrated from the New York metropolitan area and have relatives who still reside there. However, for those individuals with no such housing alternatives available, relocation centers have been established to serve as temporary shelters for evacuees. It is estimated that 20% of the seasonal population will require such housing.

In establishing these relocation centers, it became more advantageous to use several large facilities as opposed to numerous small locations such as local schools. In minimizing the number of locations, it became easier to maintain control over evacuation routes and to provide supportive services (cots, blankets, food) for evacuees. "Missing" persons become easier to locate and the number of legal agreements which must be executed and maintained throughout the life of the plant are minimized.

The selection criteria used in linking a particular zone with an appropriate relocation center were as follows:

- \* 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
- \* logistically located to facilitate the continuity of routing out of the EPZ and to maximize bus availability and utilization.

- \* uniform distribution of relocation center sites so that evacuation routes would not adversely impact one another.

Predicated on these criteria, the following locations were chosen as having satisfied the requirements and as being suitable relocation centers for evacuees:

- \* The State University of New York at Stony Brook
- \* The Suffolk County Community College, Selden Campus
- \* The BOCES Islip Occupational Center Complex

Two alternate sites in the event the relocation effort must be expanded are:

- \* The New York State Office Building, Hauppauge
- \* The H. Lee Dennison Building, Hauppauge

Each of these relocation centers has entered into agreements with the American Red Cross to serve as shelters. As such, all supportive services will be supplied and maintained by Red Cross personnel. Each center will have a County decontamination team to monitor residents entering the facility for possible contamination. For a more detailed analysis of the operation of these centers, refer to the Social Services section of the Suffolk County Radiological Emergency Response Plan.

1 MS. McCLESKEY: Judge Lurneson, these  
2 witnesses are ready for cross examination.

3 JUDGE LAURENSEN: I don't remember. Did you  
4 ask if there were any corrections, or is there just no  
5 corrections on this testimony?

6 MS. McCLESKEY: There are none. I will be  
7 glad to ask if you like?

8 JUDGE LAURENSEN: Okay. No. Mr. Miller?

XXXX INDEX

9 CROSS EXAMINATION

10 BY MR. MILLER:

11 Q Excluding Mr. Rasbury for the moment, have any  
12 of the members of the rest of the LILCO panel ever managed  
13 or operated a relocation center or a shelter of any kind  
14 for the public?

15 A (Witness Weismantle) No.

16 A (Witness Cordaro) No.

17 A (Witness Robinson) No.

18 Q Have any members of the panel ever supervised  
19 or been involved in any way with the establishment or the  
20 operation of shelters for the public?

21 A (Witness Robinson) No.

22 A (Witness Weismantle) No.

23 A (Witness Cordaro) No.

24 Q Mr. Rasbury, I am looking at page 2 of the  
25 testimony. At the bottom of the page, I believe we established



3-5-Wal

1 at your deposition on August 13th, that you have been the  
2 Executive Director of the Nassau County Chapter of the  
3 Red Cross since 1975, is that correct?

4 A (Witness Rasbury) That is correct.

5 Q And before that time, sir, you were in the military,  
6 and spent some time serving as a volunteer to the Red Cross,  
7 correct?

8 A Correct again.

9 Q Going over to page 3 of the testimony, gentlemen,  
10 Mr. Rasbury specifically, we also established at your  
11 deposition I believe that you received no degree at either  
12 Los Angeles City College or the University of California at  
13 Los Angeles, but that you did receive the equivalent of a  
14 B. A. while in the military, is that correct?

15 A That is correct.

16 Q And you have obtained no graduate degree of any  
17 kind, is that correct?

18 A That is correct.

19 Q Now, Mr. Rasbury, beginning around the middle of  
20 page 3 of the testimony, there is a discussion regarding your  
21 responsibilities as the Executive Director of the Nassau  
22 Chapter of the Red Cross. You have approximately 22 to 24  
23 employees under your supervision, is that correct?

24 A Yes, it is.

25 Q And you mention specifically, sir, in the testimony

1 that your responsibilities include supervising the disaster  
2 preparation and response aspects of the Nassau County  
3 Chapter.

4 Could you briefly describe for me what activities  
5 in addition to disaster preparation and response you direct?

6 A I direct the administrative elements of our  
7 Chapter's functioning, by which I have reference to personnel,  
8 I am talking about our accounting facilities, I am talking  
9 about fund raising, communications. In addition, we have  
10 other elements besides our disaster forces.

11 We are talking about service to the military,  
12 we are talking about community volunteer services, we are  
13 talking about safety services, youth services, nursing and  
14 health services, health services itself, blood services,  
15 all of these activities that the Red Cross is typically  
16 responsible for, fall under my jurisdiction.

17 But everything that the Chapter does, I am  
18 responsible for, the success or failure thereof.

19 Q I take it then, Mr. Rasbury, with respect to the  
20 activities you just described, that those activities are  
21 not unique to the Nassau County Chapter. They would be  
22 typical of Red Cross Chapters anywhere?

23 A That is correct. Anywhere in the United States.

24 Q And, Mr. Rasbury, with respect to the Shoreham  
25 plant, I take it the activity that you are responsible for

1 which is most relevant and pertinent to Shoreham, is your  
2 direction of the disaster preparation and response activity?

3 A Correct.

4 Q And that would include the establishment and  
5 operation of relocation centers for the public?

6 A Yes, it would.

7 Q Mr. Rasbury, at the bottom of the page you  
8 mention your military training involving nuclear weaponry,  
9 the special knowledge you talk about there, sir, is with  
10 respect to military operations, nuclear weaponry, and  
11 nothing beyond that, isn't that correct?

12 A That is correct.

13 Q Would you please look at page 6 of the testimony.  
14 I have a brief question directed to anyone on the panel. The  
15 text of Contention 24.0 is set forth on page 6. There is a  
16 statement which says: LILCO estimates that population of  
17 these zones -- referring to Zones A through E, and H through  
18 J, to be 18,599, 26,574 in the summer. Does LILCO dispute  
19 this figure? These figures?

20 A (Witness Weismantle) I haven't looked at that  
21 reference. I suspect it is from an earlier revision of the  
22 plan, whatever revision was in effect when the contention  
23 was formulated, and I think as you might recall, there has  
24 been some discussion, particularly by Mr. Lieberman, about  
25 the general conservatism in the population figures used

1 as a planning basis for the plan.

2 That is, the projections in 1985 of something  
3 like 159 or 160,000 people. There was extensive discussion  
4 about this particularly in one of the contentions that  
5 related to Mr. Lieberman's area of expertise.

6 So, to that extent, these figures would be  
7 outmoded.

8 Q Mr. Weismantle, could you tell me what figures,  
9 in your opinion, would be more accurate than those set forth  
10 in the Contention?

11 A Not right now. What I would have to do would  
12 be to check the current revision of the plan in Appendix A,  
13 and then review what Mr. Lieberman had done. I am not sure --  
14 without doing that I just couldn't give you a definitive answer

15 Q Are you able to say, Mr. Weismantle, whether the  
16 figures set forth in the contention are generally accurate  
17 figures?

18 A I wouldn't want to make a comment on them until  
19 I checked further.

20 End 3.  
21 Sue fols.

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#4-1-SueT 1

2 Q In your opinion, Mr. Weismantle, are you saying  
the figures are too low or too high?

3 A (Witness Weismantle) I'm not saying anything.  
4 You are asking me to comment on some specific figures, and  
5 I have not, at least certainly not recently and maybe not  
6 at all, gone back and made sure that was a correct reference  
7 to Appendix A; and, in fact, Suffolk's numbers do come  
8 from Appendix A. I haven't even checked that.

9 Q Would you look at Page 7 of the testimony?  
10 Looking about the middle of the page at what is entitled  
11 the "Further Preamble to Contentions 74-77," there is a  
12 statement which says, "The relocation centers must have  
13 sufficient personnel and equipment to monitor evacuees  
14 within a 12-hour period." Assigned to NUREG 0654,  
15 Section J.12.

16 Do you see that?

17 A Yes.

18 Q Now, do you dispute in any way, Mr. Weismantle,  
19 that there must be the capability to perform such monitoring  
20 of evacuees within a 12-hour period?

21 A Of the evacuees that show up at the relocation  
22 centers, no, I don't dispute that. I don't think the  
23 exact words used in the preamble are identical to the words  
24 used in the NUREG reference.

25 Q But the concept, the requirement of registering

# 4-2-SueT1

2 and monitoring of evacuees within a 12-hour period is set  
3 forth in NUREG 0654; isn't that correct?

4 A Again, these aren't the exact words in the NUREG.  
5 I suspect it might say approximately 12 hours. And I  
6 believe it does say the evacuees that arrive at the reloca-  
7 tion centers.

8 Q Would you look at Page 10 of the testimony,  
9 please?

10 A (The witness is complying.)

11 Q Mr. Weismantle, in Question and Answer 10, you  
12 are asked to describe the means of relocation for evacuees,  
13 and in general you rely upon the Red Cross to provide  
14 relocation centers, and in LILCO's opinion that satisfies  
15 NUREG 0654's requirement as to a means of relocation.

16 Is that a fair statement?

17 A Yes, in general that's a fair statement.

18 Q Is it fair to say then, Mr. Weismantle, that  
19 if the Nassau County Chapter of the Red Cross, for what-  
20 ever reason, is unable to provide relocation centers for  
21 evacuees from an emergency at Shoreham that LILCO will  
22 then have failed to comply with NUREG 0654?

23 A No. I don't think so. First of all, as is  
24 indicated in our testimony, the Nassau County Red Cross  
25 has agreed to provide means; and, secondarily, they would,  
as indicated, draw upon other chapters of the Red Cross in

#4-3-SueT 1

adjacent areas.

2 Q Yes, sir. My question though is if the Red  
3 Cross is unable to provide the relocation centers that  
4 LILCO is counting upon the Red Cross to provide, is it  
5 fair to say that LILCO will then have failed to satisfy  
6 NUREG 0654's requirement that there be a "means of reloca-  
7 tion?"

8 A (Witness Robinson) Mr. Miller, before Mr.  
9 Rasbury grabs this microphone out of our hands here in  
10 his anxiousness to answer, there is something that I think  
11 we have to clarify, and that is the fact that LILCO is not  
12 relying upon the Nassau Chapter of the American Red Cross.  
13 LILCO is relying, as does everyone else, upon the American  
14 Red Cross which has procedures for drawing upon personnel  
15 and resources from adjoining chapters, from region, from  
16 national.

17 And to the best of our knowledge, has never  
18 failed to meet any such demand made upon them. And now I  
19 will pass this to Mr. Rasbury.

20 MR. MILLER: Before you do, Ms. Robinson,  
21 Judge Laurenson, I move that that answer be stricken. It's  
22 not responsive to my question. My question was very  
23 specific.

24 If the Red Cross is unable to provide relocation  
25 centers, will LILCO then have failed to satisfy NUREG 0654's

#4-4-SueT 1

requirement that there be a means of relocation.

2 JUDGE LAURENSEN: I think you qualified the  
3 Red Cross by saying the Nassau County Red Cross, and that  
4 was her answer to that question.

5 MR. MILLER: I think my question is clarified  
6 before Ms. Robinson's answer, was the Red Cross.

7 JUDGE LAURENSEN: In any event, I understood  
8 you were talking about the Nassau County Chapter. And to  
9 the extent that she clarified that I think it's relevant.

10 BY MR. MILLER: (Continuing)

11 Q I want to repeat my question, because I don't  
12 think you have answered it.

13 If the Red Cross is not able to provide reloca-  
14 tion centers, for whatever reason, will LILCO then have  
15 failed to satisfy the requirements of 0654 that there be  
16 a means of relocation?

17 MS. MC CLESKEY: I object to the question as  
18 being vague. It's not qualified as to whether it means  
19 before emergency or during an emergency. And I don't  
20 think as a hypothetical that it is clear.

21 And I also don't understand if you are assuming  
22 that no other planning methods for dealing with relocation  
23 centers would be completed.

24 JUDGE LAURENSEN: I think it is ambiguous, but  
25 maybe the witnesses can explain their understanding of it



#4-5-SueT 1

in the answer.

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The objection is overruled.

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WITNESS CORDARO: I don't think so. From my

understanding of NUREG 0654, it sets forth criterion

requirements for a plan and what a plan must have. The

plan that we've proposed does provide for relocation centers

through cooperating with the National American -- the

Red Cross, the Nassau County Red Cross.

In the event for some reason all relocation centers immediately evaporate by some act of God, that may take place. But I don't think that in itself is a violation of NUREG 0654, because the plan does include provision for relocation centers.

BY MR. MILLER: (Continuing)

Q Dr. Cordaro, I'm not referring to the evaporation of relocation centers. My question goes to the ability or the inability of the Red Cross to provide relocation centers.

Now, the witnesses, you and the other panel members, have testified that LILCO is relying upon the Red Cross to provide the centers that would be used in the event of an emergency at Shoreham. My question is very simply, if the Red Cross, for whatever reason, is unable to provide those centers, does LILCO then have any means of relocation as required by NUREG 0654?

A Do you mean during an emergency, as Ms. McCleskey

#4-6-SueT 1

2 just stated? I have trouble understanding your question.  
3 Does this mean what actually takes place during an  
4 emergency?

5 Q Dr. Cordaro, if you cannot understand my question  
6 then you can't answer my question.

7 MS. MC CLESKEY: That's exactly right, and that's  
8 why I objected to it. And I would like to renew my objection  
9 and ask that Mr. Miller explain what his question means so  
10 that the witnesses can answer it.

11 JUDGE LAURENSEN: Before we spend any more  
12 time arguing about it, as I understand the question, the  
13 question is if the Red Cross cannot provide relocation  
14 centers during an emergency does LILCO have any other means  
15 for identifying relocation centers.

16 WITNESS CORDARO: As far as that particular  
17 question is concerned, I'm sure we could take ad hoc  
18 measures in the event that relocation centers were unavailable  
19 through the Red Cross in the event of an accident.

20 BY MR. MILLER: (Continuing)

21 Q Looking again at Page 10 of the testimony,  
22 there is the reference there to Attachments 1, 2, and 3 to  
23 the testimony. Attachment 1 is the letter from Mr. Rasbury  
24 to LILCO through Ms. Robinson which LILCO asserts as a  
25 letter of agreement with the Nassau County Chapter of the  
Red Cross; is that correct?

#4-7-Suef

1 A (Witness Robinson) Yes, that's correct.

2 Q And, Mrs. Robinson, LILCO has no other letters  
3 from any chapter of the Red Cross to LILCO setting forth a  
4 willingness by that chapter of the Red Cross to implement  
5 the LILCO plan.

6 Isn't that correct?

7 A No, I wouldn't characterize it that way, because  
8 Attachment 3 I believe -- let me just check. It's Attachment  
9 3 which was received from the Suffolk County Chapter of  
10 the American Red Cross, while different in format does lay  
11 out emergency response plan, peacetime radiological  
12 emergencies/nuclear accidents. That followed upon a letter  
13 from LILCO to the Suffolk Red Cross Chapter and many  
14 discussions, both with myself and other people representing  
15 LILCO.

16 So, while it's a different form of correspondence,  
17 and I don't think I would even call it a letter of agreement,  
18 it's not true that we have received nothing else.

19 Q Can you tell me, Mrs. Robinson, looking at  
20 Attachment 3, is this a form or plan, emergency response  
21 plan, if you want to call it that? Or, is it specifically  
22 Shoreham in any way?

23 A It was an extraction of paragraphs from various  
24 Red Cross planning documents and statements of policy from  
25 the National organization that was basically put together

#4-8-SueT1

2 in response to several of my inquiries to the Suffolk County  
3 Red Cross.

4 Q Put together by the Suffolk County Chapter?

5 A That is correct, at the direction of their  
6 Executive Director, Mrs. Pat Nocher. That's N-o-c-h-e-r.  
7 Patricia Nocher.

8 Q Now, Attachment 3 to the testimony nowhere  
9 mentions Shoreham, does it?

10 A No, it does not.

11 Q And, Mrs. Robinson, is it fair to say that the  
12 Suffolk County Chapter of the Red Cross has been requested  
13 by LILCO to provide a letter of agreement from that Chapter  
14 to LILCO?

15 A What I requested in conversation was a response  
16 as to what they would do, could do in an emergency at  
17 Shoreham. This was the response to that.

18 I have not requested or received any other  
19 correspondence or obviously it would be attached. We have  
20 had many discussions, most of them were verbal. There are  
21 no -- this is the only correspondence.

22 Q And you have never -- or, no one at LILCO to your  
23 knowledge, Mrs. Robinson, has ever requested a letter from  
24 the Suffolk County Chapter which would be in fact similar  
25 to the letter that Mr. Rasbury provided to LILCO?

Is that your testimony?



#4-9-SueTl

2 A The Chairman of the Board of the Suffolk County  
3 Chapter is the Chief Deputy County Executive in Suffolk  
4 County. We did not think it was feasible to obtain such a  
5 letter from the Suffolk County Chapter of the Red Cross and  
6 did not request it.

7 Q Well, has LILCO, to your knowledge, Mrs. Robinson,  
8 ever requested the Executive Director of the Suffolk County  
9 Chapter to testify at this proceeding?

10 A I spoke to Mrs. Nocher about whether she would  
11 be willing to do so. She felt that it would be extremely  
12 difficult for her to do so, that it could impair her  
13 ability to continue to function in Suffolk County, that  
14 there was no reason why she, as a representative of the  
15 organization, should have to come and testify.

16 And that was where it was left. I certainly  
17 never insisted. I have every confidence in what she has  
18 told me and her ability and willingness to respond. And  
19 she did not want to come and testify. And that was where  
20 it was left.

21 Q In short, Mrs. Robinson, Mrs. Nocher of the  
22 Suffolk County Chapter declined LILCO's request to testify  
23 at this proceeding; isn't that correct?

24 A No, because there was no formal request for  
25 her to decline. It was --

Q Did you ask her to testify?

#4-10-SueT1

2 A I discussed with her the possibility of her  
3 testifying, how she would feel about it. She said obviously  
4 if she was subpoenaed she would have to come and say every-  
5 thing she knew, but that she would prefer not to.

6 If that's -- you want to define that as declining,  
7 fine. But it was not a formal request.

8 And I think Mr. Rasbury can add something.

9 Q Well, Mr. Rasbury, did you ask Mrs. Nocher of  
10 the Suffolk County Chapter to testify at this proceeding?

11 A (Witness Rasbury) No, I didn't ask her. I  
12 didn't feel it was my position to ask her to testify or not  
13 to testify.

14 Q Mr. Rasbury, before you go on, because I don't  
15 want to interrupt you in the middle of something, that's  
16 my outstanding question.

17 And if you don't have something to say which is  
18 responsive to that question you shouldn't say it at this  
19 time. You will have a chance on redirect or later on in  
20 my cross-examination.

21 Now, would --

22 MS. MC CLESKEY: Judge Laurenson, the witness  
23 obviously thinks he has something responsive or he wouldn't  
24 volunteer to take the microphone.

25 MR. MILLER: I just wanted to make sure that  
Mr. Rasbury understood the ground rules of how the proceeding

#4-11-SueT

goes on.

2 JUDGE LAURENSEN: If Mr. Rasbury wishes to  
3 supplement the answer, he may do so. And if it's relevant  
4 it will remain in the record. If it's not, then I guess  
5 the County will make a motion to strike it.

6 WITNESS RASBURY: Thank you very much, Your  
7 Honor. You have left me kind of upset here because there  
8 are all kinds of suggestions and innuendo here that I have  
9 a difficult time accepting.

10 With specific reference to Mrs. Nocher, she  
11 and I did have discussion on testimony, the propriety, if  
12 you will, of testimony. And she responded to me substantially  
13 as Mrs. Robinson just indicated. She did tell me in the  
14 company of our Chapter Chairman that given an emergency she,  
15 as Chief Executive Officer of the Suffolk County Chapter,  
16 would assure that that Chapter responded as would be re-  
17 quired.

18 Now, backing up a little bit if I may, I appreciate  
19 that you are trying to establish that we are the sole --  
20 Red Cross is the sole support for the LILCO plan. I have  
21 a problem with the suggestion though that the Red Cross in  
22 any way might, under any circumstance, fail to function.

23 The Nassau County Chapter, the Suffolk County  
24 Chapter are really only two chapters of approximately three  
25 thousand in the corporation. The corporation has agreements

#4-12-SueT1

2 with the State of New York and with the rest of the United  
3 States and will be responsive to any circumstance that  
4 occurs. The Red Cross has not failed this country in 103  
5 years, sir.

6 MR. MILLER: Judge Laurenson, I'm compelled to  
7 move to strike Mr. Rasbury's answer. It is not responsive  
8 to my question, and I tried to avoid this situation before-  
9 hand.

10 MS. MC CLESKEY: Judge Laurenson, I object to  
11 the motion to strike.

12 I find myself in the unlikely position of agree-  
13 ing that parts of what Mr. Rasbury just said is not directly  
14 responsive to the question before the panel at this moment,  
15 but parts of it were responsive to previous questions. And  
16 instead of playing games and striking it and then repeating  
17 it this afternoon on redirect, I ask that we leave it in  
18 the record.

19 And Mr. Miller is perfectly free to question  
20 further on what Mr. Rasbury just said.

21 MR. MILLER: That has never been the standard,  
22 Judge Laurenson, for motions to strike.

23 MR. CHRISTMAN: I'm afraid I have to address  
24 that, because I don't think Kathy was here but I recall  
25 the argument being made that: What the heck, Mr. Zahnleuter  
will just get it back in on redirect if we strike it now.



#4-13-SueT1

2 So leave it in. That was when I made a motion to strike,  
and I think we ought to apply that standard right now.

3 MR. MILLER: Judge Laurenson, under this  
4 proposal now made by LILCO, the parties may as well never  
5 make motions to strike to this Board regardless of how  
6 unresponsiveness an answer may be from a witness, because  
7 now the standard can be we can get it in through redirect  
8 or it might come up later on.

9 And that is not a proper standard. The standard  
10 is, is the answer to the question responsive.

11 JUDGE LAURENSEN: As to that question, the first  
12 part of Mr. Rasbury's answer was responsive concerning the  
13 discussion that he overheard with regard to the question  
14 of testimony by Mrs. Nocher.

15 However, the remainder of the answer which went  
16 beyond that subject matter was not responsive. And the  
17 motion to strike will be granted.

18 BY MR. MILLER: (Continuing)

19 Q Mr. Rasbury, in the discussion you referred to  
20 with Mrs. Nocher of the Suffolk County Chapter of the Red  
21 Cross, did she specifically tell you that she, meaning the  
22 Suffolk County Chapter, would implement the LILCO plan?

23 A (Witness Rasbury) Her statement to me was --  
24 and this is close to being a quote -- that should we have  
25 an emergency at Shoreham, the Suffolk County Red Cross will

#4-14-SueT

2 do its duty, will do what has to be done. That's very close  
3 to a quote.

4 Q So, she did not mention in any way whether or  
5 not the Suffolk County Chapter would implement the LILCO  
6 plan?

7 A All right. She did not address a plan.

8 Q Mr. Rasbury, I want to look a little bit further  
9 at these attachments to the testimony. Let's start with  
10 Attachment 1 which is your letter of July 25th of this  
11 year.

12 Mr. Rasbury, first of all, when were you or  
13 the Nassau County Chapter first asked to enter into a  
14 letter of agreement with LILCO regarding the relocation  
15 center issues?

16 A Mid-July.

17 Q And prior to that time, sir, your Chapter had  
18 never been requested by LILCO to provide any kind of a  
19 letter setting forth an agreement to implement the LILCO  
20 plan, operate relocation centers, anything of that sort?

21 A When you say of that sort, we had extensive  
22 discussion. In terms of providing a document, the answer  
23 is no.

24 Q Now, Mr. Weismantle, let me return to you or  
25 someone else from LILCO for a moment. Can you tell me why  
it is that LILCO approached Mr. Rasbury and requested such

#4-15-SueT

a letter for the first time in mid-July and not earlier?

2           A           (Witness Weismantle) Well, I will let Mrs.  
3 Robinson answer that.

4                       (Witness Robinson) Part of the answer to that  
5 is that that was not the first time we had approached  
6 Mr. Rasbury. We had been holding discussions with Mr.  
7 Rasbury as the representative of the Nassau County Chapter  
8 for as long as we had been holding discussions with Mrs.  
9 Nocher as the representative of the Suffolk County Chapter.  
10 And that was dating back to some time in May of 1983.

11                       So that this was not the first time that there  
12 had been, as you put it, an approach. What had happened  
13 was that over time, despite the diligent efforts of both  
14 Mrs. Nocher and her Director of Disaster Services, Mrs.  
15 Carole Richardson, to locate and identify relocation centers  
16 that would be adequate in capacity for the numbers expected  
17 from an accident at Shoreham, we had been unable to do so  
18 in Suffolk County, as your own records show.

19                       Every time we seem to tack some down the rug  
20 got pulled out from under both us and the Red Cross in terms  
21 of pulling these shelters back.

22                       All along, we had been having discussions with  
23 Mr. Rasbury about his providing back-up facilities for  
24 Suffolk County for people who chose to relocate or to  
25 evacuate into Nassau County. At the point in which these

#4-16-SueT 1

2 extensive discussions began we recognized that there was a  
3 problem of availability of facilities in Suffolk County.  
4 And, therefore, we did what I think you would call a fall-  
5 back, and we went to Mr. Rasbury with intensified discus-  
6 sions about setting up reception centers and shelters in  
7 Nassau County.

8 (Witness Cordaro) If I might add, it became  
9 very apparent with the supplemental testimony submitted  
10 by Drs. Harris and Mayer and the letters that were attached  
11 from Mr. Cipriani and Hines that every time we established a  
12 relocation center through the Red Cross in Suffolk County,  
13 that relocation center would either be influenced, persuad-  
14 ed, or possibly even coerced to back out of any agreement  
15 it had with Suffolk County to provide services.

16 And this is what prompted us to turn our  
17 attention more to Nassau County.

18 end #4  
19 Mary flws  
20  
21  
22  
23  
24  
25



5-1

1 MR. MILLER: Judge Laurenson, before I go on,  
2 I want to make a request to the Board. I am not going to  
3 move to strike these answers. Again, I consider the answers  
4 unresponsive.

5 I would appreciate perhaps a reminder from the  
6 Board to the witnesses that they are to respond to the  
7 questions asked and not to make speeches that have nothing  
8 to do with the questions that have been posed.

9 I am not moving to strike, but I think this is  
10 going to take a lot of time if the witnesses insist upon  
11 meandering through things that are not related to what is  
12 being addressed.

13 MS. McCLESKEY: Judge Laurenson, he asked them  
14 why they went to Nassau from Suffolk, and that is what they  
15 were explaining. It was all relevant.

16 MR. MILLER: Judge Laurenson, my question, and  
17 I will be glad for the Board to ask the court reporter  
18 to read the question back, was why did you go to the Nassau  
19 County Chapter and request for the first time a specific  
20 letter of agreement in mid-July.

21 JUDGE LAURENSEN: I think that Mr. McCleskey is  
22 right that that question led to the answers that were given  
23 and the answers are relevant to why LILCO turned to this  
24 particular Chapter of the Red Cross and what the problems  
25 were that they had encountered in Suffolk County.

Sim 5-2

1                   So I don't see any basis for an objection by  
2 the County to this testimony.

3                   BY MR. MILLER:

4                   Q       Dr. Cordaro, let me follow up on something you  
5 just said, and correct me if I am wrong. I think you said  
6 that facilities were approached in Suffolk County and agreed  
7 to serve as relocation centers and then were either influenced,  
8 persuaded or coerced to withdraw that agreement; is that a  
9 fair statement of what you just said?

10                  A       (Witness Cordaro) Not exactly. I believe those  
11 facilities had agreements or understandings with the Suffolk  
12 County Red Cross which led the Suffolk County Red Cross to  
13 believe that, indeed, they could be relied on for reloca-  
14 tion centers.

15                  Q       And let's go on, Dr. Cordaro. Did you not say  
16 that those facilities after agreement then were either  
17 influenced, persuaded or coerced into withdrawing their  
18 agreement?

19                  A       Yes, that is what I said.

20                  Q       Now is that your opinion or do you have some facts  
21 which support your statement?

22                  A       Well, I also used the word "possibly" when I  
23 provided my original answer. However, it becomes very, very  
24 obvious when you see supplemental testimony submitted and  
25 letters suddenly appearing from the relocation centers we

Sim 5-3 1

2 are primarily relying on in such a timely fashion that  
3 obviously someone had consulted with these individuals and  
4 talked to them about possibly the need for such a letter  
5 for the purposes of this proceeding.

6 Also, the amazing similarity of the letters  
7 leads me to suggest that these people were consulted by  
8 someone or at least consulted with each other in developing  
9 these positions and issuing these letters.

10 Q Do you think, Dr. Cordaro, another possibility  
11 might be that the facilities, and here I think you are  
12 talking about BOCES II and Farmingdale, correct?

13 A Yes.

14 Q Now do you think another possibility is that  
15 those facilities were finding out for the first time  
16 subsequent to the time LILCO released its supplemental  
17 testimony that there was some intent by LILCO and the Red  
18 Cross to use their facilities for an emergency at Shoreham?

19 A I don't think so.

20 Q You don't think that is a possibility?

21 A Well, obviously anything is a possibility and  
22 that might have entered into their consideration, the  
23 realization of what their true role was in this proceeding  
24 and the political complications that it might result in.

25 A (Witness Robinson) I think I can add something  
to that, Mr. Miller. I don't really think that is possible

Sim 5-4

1 at all. In the case of BOCES II there were extensive  
2 discussions. I cannot in any way see any possibility that  
3 they would have not known that it was involved with Shoreham  
4 because we had discussed the issue of the fact that letters  
5 of agreement would not have to be with LILCO, that they  
6 would be with the Red Cross, and in fact when the Board of  
7 BOCES II approved the agreement with the Suffolk County  
8 Red Cross, and not with LILCO, but with the Suffolk County  
9 Red Cross, I received a telephone call and was informed  
10 of that.

11 I cannot think of any conceivable reason why that  
12 would happen except for the fact that they knew that I was  
13 interested in it because it did involve planning for  
14 Shoreham.

15 As well, I have been informed and I know  
16 Mr. Rasbury can add even further to this, but that  
17 Mr. Thompson, who did the negotiations at SUNY-Farmingdale,  
18 there was never any question that there was planning for  
19 a radiological emergency at Shoreham.

20 So, no, I don't think that that is possible.

21 Q Let me follow up with some of your statements,  
22 Ms. Robinson, and I am a little confused right now. I guess  
23 to try to keep the record as clear as possible, let's talk  
24 about BOCES II and Farmingdale for now.

25 A Fine.



Sim 5-5

1 Q Who was involved in negotiations for use of  
2 those facilities? Was it the Suffolk County Chapter and  
3 the facilities or was LILCO also involved in those  
4 discussions?

5 A In the specific discussion for the use of the  
6 facility as a relocation center, that was done by Mrs. Carol  
7 Richardson, Director of Disaster Services and Personnel  
8 for BOCES II.

9 However, at the same time, there were extensive  
10 discussions going on for planning for schools, and BOCES II,  
11 as represented at that point by Mr. Stanley Packman, was  
12 involved in those discussions.

13 I spoke to Mr. Packman who reports directly to  
14 Dr. Hines, and we had discussed the use of BOCES II's  
15 facility in ISLIP as a Suffolk County Red Cross relocation  
16 center.

17 When the Board approved the use of BOCES II  
18 for a Suffolk County Red Cross relocation center, Mr. Packman  
19 called me, and I don't recall the exact date, and said to  
20 me you will be very happy to know the Board approved the  
21 letter of agreement or the agreement, I believe he said,  
22 with the Red Cross.

23 Q Now let's try and break this down, Ms. Robinson.  
24 Talking about the negotiations for BOCES II and Farmingdale  
25 you mentioned Ms. Carol Richardson who is with BOCES II,

Sim 5-6

1 correct?

2 A No. She is the Director of Disaster Services  
3 for the Suffolk County Chapter of the American Red Cross.

4 Q Okay. Now does she handle the negotiations with  
5 both of the facilities for their use?

6 A No, she did not. She handled the negotiations  
7 with the BOCES facility in ISLIP. Mr. Edward Thompson,  
8 Disaster Services Director for the Nassau County Chapter of  
9 the American Red Cross handled the negotiations at SUNY-  
10 Farmingdale.

11 Q Was LILCO specifically involved in either of the  
12 negotiations for either BOCES II or Farmingdale?

13 A Only through my discussions with Mr. Packman.  
14 I did not directly enter into any negotiations for any  
15 relocation center because those were to be between the Red  
16 Cross and the facility.

17 Q Were you at any of the meetings where Ms. Richardson  
18 or Mr. Thompson discussed the matter with BOCES II or  
19 Farmingdale?

20 A No, I was not.

21 Q Was anyone from LILCO?

22 A Not to the best of my knowledge. I am relying  
23 on their statements to me.

24 Q So you don't know what was said at these meetings,  
25 do you?

Sim 5-7

1           A        I know what they told me was said at those  
2 meetings and they are both, to the best of my knowledge,  
3 extremely reliable people.

4           Q        And to the best of your knowledge and recollection,  
5 you were told by these Red Cross representatives that they  
6 advised the facilities that the facilities were being  
7 requested to be used as relocation centers in the event of  
8 an emergency at the Shoreham plant?

9           A        Among other possible emergencies, but in the  
10 case of BOCES II, I did have a conversation with a representa-  
11 tive of BOCES II. It was not part of the negotiations, but  
12 I did speak directly to a representative of BOCES II.

13          Q        I understand. But Shoreham, to your knowledge,  
14 was specifically mentioned to the facilities in their  
15 discussions with the Red Cross?

16          A        Yes.

17          Q        Now let's take BOCES II first, Ms. Robinson.  
18 Mr. Packman is not the Administrator of BOCES II, is he?

19          A        I believe his exact title, and I can confirm this,  
20 is Director of Administrative Services. He reports directly  
21 to Dr. Hines.

22          Q        Dr. Hines is the ---

23          A        He is the Superintendent, yes.

24          Q        Now, to your knowledge, was Dr. Hines ever  
25 informed that the Red Cross intended to use his facilities

Sim 5-8

1 for a relocation center in the event of an emergency at  
2 the Shoreham plant? Do you know whether he was or was not  
3 told that?

4 A Since Dr. Hines was involved so directly in so  
5 many other aspects of the planning for a radiological  
6 emergency at Shoreham, I cannot conceive of his not  
7 recognizing that fact.

8 Q Do you know whether he was told or was not told  
9 that his facilities were to be used as a relocation center  
10 in the event of an emergency at Shoreham? I don't want you  
11 to speculate. I want to know if you know.

12 A I do not know specifically whether he was told  
13 that. I have already responded to what I think he would or  
14 would not have known.

15 Q Now the head or the president of Farmingdale is  
16 Dr. Cipriani, correct, Ms. Robinson?

17 A That is correct.

18 Q Now do you know if Mr. Thompson of the Nassau  
19 Chapter of the Red Cross in his negotiations with Farmingdale  
20 ever told Dr. Cipriani that Farmingdale would be available  
21 for use as a relocation center in the event of an emergency  
22 at Shoreham?

23 A Again, I think Mr. Rasbury can answer that one  
24 much better than I can.

25 Q Mr. Rasbury, I will glad to let you answer.



Sim 5-9

1                   But, Ms. Robinson, do you know, or does anyone  
2 to your knowledge at LILCO know that? Have you been told  
3 that?

4                   A           What we have been told is that there were  
5 discussions and there was a signed agreement. I have never  
6 been given a verbatim report of any conversation with  
7 any of the representatives of the SUNY at Farmingdale.

8                   Q           So do you know if anyone at Farmingdale was  
9 specifically told that their facility could be used in  
10 the event of an emergency at Shoreham?

11                  A           Whether anyone was told, definitely yes.

12                  Q           And who do you know was told that at Farmingdale?

13                  A           If you want me to check through the names signed  
14 on the paper, I can do that, but I think it is much easier  
15 if Mr. Rasbury answers you because he seems to know the  
16 answer.

17                  Q           Mr. Rasbury, could we start with who at  
18 Farmingdale was told that Farmingdale would be used in the  
19 event of an emergency at the Shoreham plant?

20                  A           (Witness Rasbury) To my knowledge, in the  
21 initial contact Dr. Cipriani was advised that we wanted to  
22 use his facility as a shelter for disasters of all kinds  
23 to include the fact that it was listed in the LERO plan as  
24 a backup to the Shoreham accident circumstance.

25                  Q           So, Mr. Rasbury, are you saying that Dr. Cipriani

Sim 5-10

1 was specifically told about Shoreham?

2 A Yes, sir.

3 Q And that, to your understanding, would have been  
4 by Mr. Thompson of your staff?

5 A Absolutely.

6 Q Were you involved in those discussions?

7 A No.

8 Q So you are relying on this from your discussions  
9 with Mr. Thompson?

10 A Mr. Thompson went there under my direction.

11 Q How do you know that Dr. Cipriani was told this?  
12 What is the basis for that?

13 A Mr. Thompson reports to me. I sent Mr. Thompson  
14 out there specifically to work out an arrangement with the  
15 staff at Farmingdale-SUNY because, one, that facility was  
16 listed as the backup in the LERO plan, No. 1, and, No. 2,  
17 because it is within the Nassau County Chapter's jurisdic-  
18 tion, and I therefore wanted to make sure that the arrange-  
19 ments made were made by my people as opposed to asking some-  
20 one from Suffolk County to do it.

21 And having given Mr. Thompson his instruction  
22 as to the way I wanted things to proceed, he then went forth  
23 and met initially with Dr. Cipriani and then subsequently  
24 with other members of his staff, and in his report back to  
25 me he told me just as I have indicated to you.

Sim 5-11

1 Q Now, Mr. Rasbury, are you saying that Mr. Thompson  
2 of your staff approached Farmingdale specifically for  
3 obtaining that facility for use in implementing the LILCO  
4 plan?

5 A Among other operations, yes.

6 Q And that was told to Dr. Cipriani?

7 A Yes.

8 Q Now I hate to keep jumping around but,  
9 Ms. Robinson, I want to go back to BOCES II. Your informa-  
10 tion regarding negotiations with BOCES II comes from  
11 Mr. Packman, correct?

12 A In regard to this specific instance, yes. We  
13 have had discussions with other people at BOCES II,  
14 including Dr. Hines.

15 Q That is regarding schools and I am talking about  
16 relocation centers.

17 A In this particular case, yes.

18 Q Now do you know whether Mr. Packman told the  
19 Board of BOCES II that the BOCES II facility would be used  
20 as a Shoreham relocation center?

21 A I don't know.

22 Q And the telephone call you mentioned earlier,  
23 Ms. Robinson, that you received, that was from Mr. Packman?

24 A From Stanley Packman, yes. He called and informed  
25 me that the Board had approved an agreement with the

Sim 5-12

1 American Red Cross.

2 Q Mr. Rasbury, the agreement that is attached  
3 to the LILCO testimony, the agreement with Farmingdale is  
4 Attachment 5, does not specifically mention Shoreham or  
5 implementation of the LILCO plan or anything of that sort,  
6 does it?

7 A (Witness Rasbury) Just a minute.

8 (Pause while the witness reviews documents.)

9 Mr. Miller, you need to understand that we were  
10 not concerned with the facility only for Shoreham. My  
11 concerns about having congregate care centers available to  
12 me are far broader than the issue of Shoreham.

13 I am concerned with having on either end and  
14 north and south of our Chapter's jurisdiction facilities  
15 available. And so we asked them.

16 One of the reasons that we did specifically go  
17 to Farmingdale was because we did know it was involved or  
18 included in the original LERO plan, but that was not the  
19 only reason or our only concern.

20 So I am saying to you that we get people to  
21 make the facilities available to us on a broad spectrum,  
22 which includes the Shoreham circumstance, certainly, but is  
23 not limited to and is not specific only to.

24 Q Back to my question, Mr. Rasbury, the agreement  
25 with Farmingdale attached to the LILCO testimony does not



Sim 5-13

1 anywhere mention Shoreham, does it?

2 A I don't think it does, no.

3 Q Mr. Rasbury, you have had concerns well prior to  
4 your involvement in the LILCO plan with disasters, disasters  
5 of all kinds and how you were going to provide shelters for  
6 the public; isn't that a fair statement?

7 A Yes, sir.

8 Q But the first time your Chapter of the Red Cross  
9 approached Farmingdale for a written letter of agreement was  
10 approximately January of this year, correct?

11 A All right, yes.

12 Q So, Mr. Rasbury, is it fair to say that you sought  
13 that written letter of agreement in part to implement the  
14 LILCO plan?

15 A That is correct.

16 Q Was that request made to you or your Chapter by  
17 LILCO?

18 A No. As I became aware of the plan I was aware  
19 that there was a hole in my planning fabric and sought to  
20 close that hole.

21 Q Mr. Rasbury, I want to go back to Attachment 1  
22 of the testimony. That is your letter, and I kind of got  
23 off the track.

24 In the first paragraph of your letter, Mr. Rasbury,  
25 where you talk about -- well, it says "Upon notification of

Sim 5-14 1

2 an emergency at Shoreham the Red Cross will set up emergency  
3 centers at a predesignated facility or facilities to be  
4 listed in the LILCO plan." Do you see that?

5 A Yes.

6 Q These are the facilities that are not yet  
7 identified or known to either LILCO or the Nassau County  
8 Chapter; is that correct?

9 (Pause.)

10 Let me try it a different way, Mr. Rasbury. On  
11 page 15 of the testimony there is a reference to working  
12 with the Red Cross and LILCO will soon designate a center  
13 or centers that will be listed in the LILCO plan.

14 And then I am looking in that first paragraph  
15 of your July 25th letter where you talk about these facili-  
16 ties that will be listed in the LILCO plan. You are referring  
17 to the same facilities in both places; isn't that correct?

18 A Yes.

19 end Sim  
20 Joe fols

21

22

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25

1 MS. McCLESKEY: Mr. Miller, perhaps for  
2 the purposes of further discussions, we could make up some  
3 buzz words to distinguish certain kinds of facilities from  
4 others. I think it might make the record clearer.

5 MR. MILLER: Judge Laurenson, I am talking about  
6 relocation centers. That is the issue before the Board.

7 WITNESS RASBURY: I think what is being said  
8 here is that relocation centers can, and sometimes do, suggest  
9 other things, and we were thinking about what we call  
10 congregate care centers, I think was the term that more  
11 accurately described that.

12 It is not -- I think we are talking substantially  
13 the same thing. It is just calling it by another label, and  
14 --

15 MS. McCLESKEY: I only raised it because you are  
16 distinguishing between the word, 'facilities' in different  
17 paragraphs, and rightfully, because it means different  
18 things, and I thought it would be clearer if you agreed with  
19 the witnesses to call certain kinds of facilities different  
20 things so that the record would be clear, but you know, you  
21 do as you wish.

22 BY MR. MILLER: (Continuing)

23 Q Mr. Weismantle, Ms. Robinson, on behalf of LILCO  
24 is it fair to say that there are no letters of agreement or  
25 anything in writing between LILCO and any facilities which

1 may be used as relocation centers in the event of an emergency  
2 at Shoreham?

3 A (Witness Robinson) At this point, that is  
4 correct.

5 A (Witness Cordaro) To my knowledge, that is  
6 consistent with what the case is in a lot of other emergency  
7 plans for operating facilities. It seems to be the standard  
8 practice.

9 Q Now, Mr. Rasbury, at the bottom of the first  
10 page of your July 25th letter, it says: It is estimated  
11 that these facilities could hold up to 48,000 people. What  
12 is this estimate based upon? Let me clarify before you  
13 answer, sir. I believe you are referring there to the  
14 facilities which are listed in the four page attachment  
15 to your letter, correct?

16 A (Witness Rasbury) That is right.

17 Q Now, what is the estimate of the fact that it  
18 could hold up to 48,000 people based upon?

19 A I haven't added it up right now, but I will tell  
20 you basically what it has to do with, and that is the space  
21 available in the school system buildings and other facilities  
22 that would be available to us. The floor space available  
23 in a formula that we put together which allowed 60-65 square  
24 feet per individual, and we figured how many people could be  
25 held easily within the facility, rounded down to give us a



1 safe side, and added it all up, and that is what we came up  
2 with.

3 Q Mr. Rasbury, the listing of facilities that  
4 are attached to your July 25th letter, to the far left there  
5 are two items; one is a date, and that would be the date  
6 of the initial agreement that your Chapter entered into with  
7 the facility, is that correct?

8 A The initial agreement, yes.

9 Q And then right below that there is a figure and  
10 that is the capacity of the facility?

11 A Yes.

12 Q Now, was that figure for these various facilities  
13 provided to your Chapter by the facilities themselves?

14 A No. Those figures were arrived at by work of  
15 my disaster team in taking, again, the floor space available  
16 and using our own formula as to how much space should be  
17 allowed each individual.

18 In other words, if you have so many square feet  
19 of floor space, you divide that by 60 or 65, and then you come  
20 up with a number, and that turned out to be the capacity.

21 Q You took the total floor space, square footage,  
22 for the entire building?

23 A No, no. Certain rooms that we would use like  
24 gymnasiums and that sort of thing.

25 Q How do you handle something like a school building.

1           A school building, as you well know, could have  
2 shops. It could have boiler rooms. It could have many things  
3 that, perhaps, would not be suitable to provide sleeping  
4 accommodations for persons.

5           How do you factor out that sort of square footage  
6 to get the number you base your formula upon?

7           A       Square footage usually has reference to the  
8 gymnasium only. We are talking about the rooms that we would  
9 use, not the entire square footage of the facility, but just  
10 those rooms that we feel would be usable, and suitable for  
11 seltering people. For putting up beds, and cots, and that  
12 sort of thing. Only those rooms.

13          Q       So where on this listing of facilities you have,  
14 a school district, have you then looked at each of the school  
15 buildings within that district, and determined which rooms  
16 in each building you would use?

17          A       Correct.

18          Q       And you have done that by looking at floor  
19 plans?

20          A       My Director of Disaster Services did the actual  
21 on the ground measuring and computation. I don't know whether  
22 he used floor plans in some instances, paced it off in other  
23 instances, and probably a combination.

24          Q       Mr. Rasbury, these school districts where they  
25 are listed, and they are the substantial majority of the

1 facilities on your attachment, correct?

2 A Correct.

3 Q It is your understanding you would have access  
4 to any building within the school district that is part of the  
5 school property?

6 A Yes.

7 Q Will you look at page 2 of your letter, Mr.  
8 Rasbury. The last small paragraph talks about training,  
9 basically. Can you tell me at this time what training, in  
10 your opinion, would be required under the LILCO plan for your  
11 chapter of the Red Cross, or for the Red Cross?

12 A I think the only training that I would require  
13 from the Long Island Lighting Company would be the kind of  
14 information that our shelter managers might need to be able  
15 to have as general information, so as to be able to provide  
16 comfort and calm the anxieties of some of the people who might  
17 be in the congregate care center.

18 In other words, a general awareness of the nature  
19 of the disaster, should it occur, and attempt to keep the  
20 people there calm and comforted. We don't need any training  
21 from Long Island Lighting Company or anybody else to do our  
22 normal sheltering operation. We know how to do this. We  
23 have extensive experience in that.

24 Q Has any training been provided at this time by  
25 LILCO to the Red Cross?

1           A       We have had involvement in drills in some of  
2 their operations. They had a drill there several weeks  
3 ago, and Red Cross personnel from my chapter were involved  
4 in the drill, so as to know how the thing might develop.

5           Q       How many personnel did you send to this drill?

6           A       I sent my Disaster Director; one person. To  
7 this particular one.

8           Q       Is that the only drill your chapter has been  
9 involved in to date?

10          A       No, we have had several other drills, and I have  
11 had my Disaster Director, along with several volunteers,  
12 Upstate New York and in Connecticut that have to do with  
13 nuclear power plants and the Red Cross response to possible  
14 accidents in those communities.

15          Q       With respect to the LILCO Plan, you have been  
16 involved in just this one drill?

17          A       That is my knowledge. I only remember one.

18          Q       And, Mr. Rasbury, when you say that your personnel  
19 will participate as appropriate in drills and exercises --  
20 I am trying to understand what, 'appropriate' means. Is  
21 that something you will determine as time goes along?

22          A       Well, if the drill -- the answer to the question  
23 is, yes. If the drill would be the one that would basically  
24 hone in on the functions of the LERO center itself, and all  
25 we needed to have was the liaison person there, then I would



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1 have a person that I would conceivably designate as liaison  
2 in the future.

3 If part of the drill, however, in an expanded  
4 exercise had to do with our setting up a shelter and walking  
5 through certain aspects of that, then I would have shelter  
6 manager personnel there, I would have nurse and other kinds  
7 of personnel there.

8 So, depending on the nature of the drill, and  
9 the level of involvement of Red Cross, I would then identify  
10 the appropriate people and have them participate in that.

11 Q Now, do you think any of this training which  
12 LILCO has said they will provide, should be provided before  
13 your involvement in the kinds of drills you have just described?

14 A The training that -- I don't think so, no.  
15 I think participating in the drill itself will give people the  
16 idea of who does what, how, why, and at what time.

17 I would like to have, and I am sure we will have,  
18 orientations given on the nature of nuclear accidents, what  
19 actually happens and the risks involved so as to make my  
20 people who are shelter people understand, and so as to  
21 facilitate there, again, their capability of explaining to  
22 those who might be in the center.

23 Q What about orientations just regarding the  
24 LILCO plan and the Red Cross' role within the LILCO plan.  
25 Would that be something you would want to have?

1 A I think so.

2 Q And at this time you have had none of these  
3 orientations?

4 A Yes, we have had orientation along that line,  
5 and we have a copy of the plan.

6 Q When you say, 'we have a copy of the plan,'  
7 who is, 'we?'

8 A The chapter.

9 Q One copy of the plan?

10 A Well, it is a multiple-volume plan. But we  
11 have a copy of the plan.

12 Q And you have given that to Mr. Thompson's  
13 review?

14 A Yes, sir.

15 Q Has anyone other than Mr. Thompson, to your  
16 knowledge, looked at the plan?

17 A Yes. We have volunteer leader -- Red Cross is  
18 volunteer, as you perhaps know, and while he is the paid  
19 Director of Disaster Services, I have a Chairman of Disaster  
20 Services, who is a retired Admiral, and who has been for  
21 12 to 15 years Chairman of Disaster Services.

22 He has been involved in it, as have a few of  
23 his other volunteers.

24 Q Have you looked at the plan?

25 A I glanced through it.

1           A           (Witness Robinson) I think one item we have  
2 forgotten to mention is that part of the LERO training is  
3 a tape specifically made to deal with the Red Cross participatio  
4 in LERO, and the setting up of relocation centers. Mr.  
5 Rasbury appears prominently in it, as does Mrs. Nocher and  
6 various other members of their staff, and that tape has also  
7 been available to Red Cross personnel.

8                       I know that I, myself, brought it out and showed  
9 it to a Board Meeting at the Suffolk County chapter, and  
10 perhaps Mr. Rasbury can talk about how he has used it.

11           A           (Witness Rasbury) I appreciate your reminding  
12 me, because I have used it. I, in fact, showed it to my  
13 staff, my entire staff. This is a video tape.

14           Q           Your staff, would that be the 22 -- 24 employees?

15           A           Yes . I showed the tape, and indicated what  
16 it was. What we would be doing, and how they might, in fact,  
17 be a part of the activity should we have to activate the  
18 local emergency response plan.

19           Q           Would you look at Attachment 2 to the testimony.  
20 Let me ask one of the LILCO witnesses. Does LILCO consider  
21 this June 24, '83 letter from Mr. Daverio to the Suffolk  
22 County Chapter to be a letter of agreement with the Suffolk  
23 County Chapter of the Red Cross?

24           A           (Witness Robinson) I think I should answer that,  
25 Mr. Miller, since I hand delivered this to Mrs. Nocher, and

1 discussed it with her at the time.

2 I think it is very clear. It is called a letter  
3 of understanding. I think I also explained before why we  
4 did not ask for anything called Letter of Agreement from  
5 the Suffolk Chapter.

6 I had had a number of discussions with Mrs.  
7 Nocher before I brought this out. I then met her before  
8 an emergency medical services meeting at the American Red  
9 Cross' blood center in Melville. We discussed the letter.  
10 I asked her at that time to read it, and asked her whether  
11 she had any problems with the letter. The only issue that  
12 -- the only wording that was at issue was this question of  
13 using the words, 'relocat'on centers.'

14 We used that because it is the wording used in  
15 NUREG 0654. She said, does that mean what we call mass  
16 care or congregate care centers and shelters. We discussed  
17 the terminology. We agreed that that was what we were  
18 referring to as relocation centers, she was referring to  
19 it as a shalter or mass care center, and I said do you have  
20 any other problems with anything that we have said in here,  
21 and she said no, she thought that was -- you know, this was  
22 a good basis for understanding, and we worked from this point  
23 in terms of communications.

24 It was after this that we assigned three LERO  
25 beepers to the Suffolk County Red Cross which they still



1 have and, in fact, have used during other emergencies, such  
2 as the Grucci explosion.

3 So, they have had a side benefit from LERO.

4 I think this is just what it says. It is a  
5 letter of understanding. It was the basis of our understanding  
6 and negotiations with the Red Cross in Suffolk.

7 Q The problem I am having, Mrs. Robinson, is that  
8 everything I am being told, I am relying on you for telling  
9 me the accurate information as conveyed.

10 Is there anything in writing --

11 A I remember that I am under oath.

12 Q Excuse me, Mrs. Robinson. Is there anything  
13 in writing from the Suffolk County Chapter, or Mrs. Nocher,  
14 as the Executive Director of that Chapter, which sets forth  
15 in any way what you say the understanding of that chapter  
16 of the Red Cross is regarding the LILCO plan, and their role  
17 in the LILCO Plan?

18 A I am telling you exactly what I have been told,  
19 and to the best of my knowledge. I am relying on what Mrs.  
20 Nocher had told me. I have no reason to question her  
21 truthfulness.

22 Q I am not questioning her truthfulness. I am  
23 asking you if there is anything in writing setting forth  
24 in any way the substance of what you say have been  
25 conversations between you and Mrs. Nocher. Yes or no?

1           A       Aside from Attachment 3, that is the only  
2 correspondence, I believe that we have -- Attachment 4,  
3 I am sorry. No, I was right the first time.

4                   Attachment 2 is from us to Mrs. Nocher;  
5 Attachment 3 was received from the Suffolk County Red Cross  
6 at Mrs. Nocher's direction.

7           Q       And aside from Attachment 3, Mrs. Robinson,  
8 to your knowledge there is nothing else of any kind in writing  
9 from the Suffolk County Chapter, is that correct?

10          A       That is correct.

11                   JUDGE LAURENSEN: Let me just clarify this. Is  
12 it your testimony that the Suffolk County Red Cross, through  
13 Mrs. Nocher, sent you Attachment 3 in response to your letter,  
14 or Mr. Daverio's letter of June 24th, which is Attachment 2?

15                   WITNESS ROBINSON: It was not directly in response  
16 to just that letter, Your Honor. We had been meeting  
17 regularly, and having discussions regularly, and it was  
18 some months later -- it really was in response to a lot of  
19 questions that had come up in discussion. It was not directly  
20 in response to the letter, even though it came at a later  
21 time.

22                   JUDGE LAURENSEN: And there was no direct response  
23 to this letter of June 24th then?

24                   WITNESS ROBINSON: In writing, no there wasn't.

25                   JUDGE LAURENSEN: A written response.

1 WITNESS ROBINSON: No, there was not.

2 JUDGE LAURENSEN: Thank you.

3 BY MR. MILLER: (Continuing)

4 Q Mr. Rasbury, in the event of an emergency within  
5 Suffolk County, the Suffolk County chapter of the Red Cross  
6 would ordinarily be the primary response effort of the Red  
7 Cross, isn't that correct?

8 A (Witness Rasbury) That is correct.

9 Q Therefore, Mr. Rasbury, I take it that in the  
10 event of an emergency at the Shoreham plant, which lies, of  
11 course, within Suffolk County, that your chapter would be a  
12 back-up to the Suffolk County chapter of the Red Cross, is  
13 that correct?

14 A Correct.

15 Q And with respect to the relocation centers, Mr.  
16 Rasbury, the involvement of your chapter of the Red Cross  
17 would not begin until evacuees had crossed over the Suffolk  
18 County line into your county, correct?

19 A Correct again. Unless we were asked to come in  
20 and assist.

21  
22  
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End 6.  
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2

Q Asked by whom?

3

A The Suffolk County Chapter.

4

Q What if you were asked by LILCO?

5

A I would have to clear that then with the Suffolk County Chapter before I could do that. I couldn't just cross into someone else's territory and start functioning because somebody else asked me.

6

7

8

In other words, I couldn't go in your house because Chris asked me to do it. I would have to say, "Do you mind? Is this all right with you?"

9

10

11

Q I appreciate that.

12

A Call your dog off.

13

(Laughter.)

14

Q Mr. Rasbury, would you look at Attachment 3 to the testimony?

15

16

A Yes.

17

Q Had you ever seen this before you reviewed the LILCO testimony for the first time?

18

19

A This looks like a standard statement of Red Cross response. I can't tell you that I have, but everything I read here is routine in terms of Red Cross response throughout the country.

20

21

22

23

Q Do I understand, Mr. Rasbury, that you think this is basically a form Red Cross response, a canned response, if you will?

24

25



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A (The witness is looking at document.)

2 Well, I couldn't say that actually unless I had  
3 a -- well, you see, on the bottom of it it is drawn from  
4 Public Law and statements of understanding with the Federal  
5 Emergency Management Agency and the American National Red  
6 Cross.

7 So, that last one in particular I'm sure is  
8 derivation.

9 Q Tell me, Mr. Rasbury, do you consider Attachment  
10 3 in any way to be a letter of agreement between the  
11 Suffolk County Chapter of the Red Cross and LILCO?

12 A To the extent that the Suffolk County Chapter  
13 provided the document to LILCO to explain what its response  
14 would be or could be, then, yes, I would say it's a letter  
15 of agreement. It agrees to function as is outlined in  
16 Attachment 3.

17 Q You are saying it looks pretty much like a  
18 canned response plan or form. It could have been used by  
19 any chapter within the country; is that correct?

20 A Well, that may be true. But if I hand you the  
21 document in response to you asking me: How would you  
22 function given a circumstance. And I said: Well, let me  
23 give you this piece of paper and this explains to you how  
24 I will function, that's my statement.

25 Q Would you say, Mr. Rasbury, it would be a letter

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2 of agreement to implement the LILCO plan by the Suffolk  
County Chapter?

3 A I would not say that for the simple reason it  
4 does not make reference specifically to the LILCO plan.

5 Q And it is not signed by anyone on behalf of the  
6 Suffolk County Chapter, is it?

7 A I do not see a signature. I don't know whether  
8 it came with a letter of transmittal that would have borne  
9 a signature. I don't know how that was received.

10 Q Mr. Rasbury, would you look at the first page  
11 of Attachment 3? Under the heading "Responsibilities"  
12 there is a statement, "The American Red Cross will provide  
13 assistance in accordance with the Statement of Understand-  
14 ing between the State of New York and the American  
15 National Red Cross."

16 Do you see that?

17 A I do.

18 Q Would you agree with me, sir, that any such  
19 assistance would have to be accorded in compliance with that  
20 letter of understanding with the State of New York?

21 That understanding -- that letter of understand-  
22 ing with New York State I believe is Attachment 4 to the --

23 A Yes, it is. What this tells me is that the  
24 Suffolk County Chapter as far as Paragraph 4 will do -- will  
25 implement the Statement of Understanding between the State

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2 of New York and the American National Red Cross. In other  
3 words, they are agreeing or stating that they will implement  
4 that letter.

5 Q Would the Nassau County Chapter of the Red Cross  
6 take any different position?

7 A No.

8 Q Mrs. --

9 A I --

10 Q Excuse me.

11 A I was going to say I consider the Attachment 4  
12 to be an enabling device as opposed to a limiting device.  
13 In other words, it sets down the things that the Red Cross  
14 can do, has agreed to do as opposed to identifying limits  
15 of Red Cross activity.

16 Q Mrs. Robinson, the statement at the end of the  
17 agreement, Attachment 3, that letter C says, "Agreements  
18 have been made at appropriate local facilities for adequate  
19 mass care shelters and feeding operations."

20 Do you see that?

21 A (Witness Robinson) Yes, I do.

22 Q Do you know if the Suffolk County Chapter of  
23 the Red Cross has the kind of listing of facilities that  
24 is attached to Mr. Rasbury's July 25th letter?

25 A I don't know if they have anything in that format,  
no.

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Q Do you know if they have specific letters of agreement with facilities to be used as relocation centers?

A They have both written and verbal agreements with a number of facilities throughout Suffolk County, yes.

Q Do you know what facilities?

A Specifically? I know of several, among them the BOCES II at Islip which now has been withdrawn. I know of others that they have discussed but, no, I couldn't give you a listing.

Q Do you know if the BOCES II agreement specifically mentioned in any way Shoreham?

A I don't know what the wording was.

Q Would you go back to Page 10 of your testimony, please?

A (The witnesses are complying.)

Q Mr. Rasbury, I'm looking now at roughly Answer 11 to the testimony. Could you tell me, in negotiating with facilities in order to obtain agreements for their use as relocation centers, do you or your staff disclose the uses that might be made of the facilities in serving as relocation centers?

A (Witness Rasbury) Yes.

Q Do you, for example, specify the kinds of emergencies that might require the use of the facility as



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a relocation center?

A Yes.

Q And are these things set forth in any written letters of agreement which you have with such facilities?

A Sometimes. Let me be more -- some of our earlier agreements were much more general. But we are talking basically about disasters. And we usually specify that we are talking about disasters, man-made or natural. Sometimes they are more expansive and the statements will say things like disasters such as fire, floods, ice storms, hurricanes, this kind of thing. But, generally speaking we identify with the facility managers we are talking about people being displaced by reason of disaster, natural or man-made.

Q Now, would you include a radiological emergency within that definition of disaster?

A I certainly would.

Q For any of the facilities, Mr. Rasbury, listed and attached to your July 25th letter, which is Attachment 1 to the testimony, was a radiological emergency ever mentioned as one kind of disaster or emergency which could require the use of a facility as a relocation center?

A The only one that I know for sure where there was specific mention of that was the State University of New York at Farmingdale.

Q And you are talking now, Mr. Rasbury, about the

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discussions not in the agreement itself, correct?

2           A       That's correct. We have not attempted to make  
3 the documents hard, legal documents that sets forth the  
4 thou shalt go forward and take thy thumb and forefinger of  
5 the right hand and grasp something and do it this way, any  
6 other way is wrong. We have tried to just agree and have  
7 some record of our agreement that the facilities would be  
8 available in the event of disaster, and we have spoken  
9 generally about the kinds of disasters we are talking about  
10 and to help the people who generally would be coming from  
11 that community. Schools are basically community facilities,  
12 and it's a way for the community to help respond to its  
13 people other than education-wise.

14           Q       Mr. Rasbury, looking at Page 12 of the testimony,  
15 about the middle of the page, you refer to the agreements  
16 with the facilities which are listed and attached to your  
17 July 25th letter.

18                   Do you see that?

19           A       Yes, sir.

20           Q       I would like to ask you some questions, Mr.  
21 Rasbury, about the agreements with these facilities. To  
22 your knowledge, are all agreements between the Nassau County  
23 Chapter and the facilities that could be used as relocation  
24 centers in writing?

25           A       I don't think so. I think we have a few that are

#7-8-SueT 1

not committed to writing.

2 Q Is there any reason why you have not committed  
3 some to writing and most you have?

4 A There was one particular case, and I'm trying  
5 to think of the School District where counsel for the  
6 School District was just nervous about agreeing that these  
7 facilities ought to be used in disaster. And this came  
8 about shortly after Hurricane Belle which was 1976. And  
9 so what we had with the Superintendent of Schools was  
10 that, we won't sign an agreement but if something happens,  
11 by golly, here it is. We will do the responsible thing.  
12 We will make our facility available to you. But we don't  
13 want to take on counsel, pay him and fly in the face of  
14 that counsel.

15 Q Do you know why the school was unwilling -- I  
16 mean, counsel --

17 A Why counsel was? He seemed to think that it  
18 would open the school to the possibility of damage. If  
19 someone got hurt, there was the possibility of suit, even  
20 though in many of our agreements there is also a hold  
21 harmless agreement or a certificate of insurance from the  
22 American Red Cross.

23 And this particular counsel said: I'm not  
24 comfortable with that. And I cannot in good conscious  
25 recommend to you -- the School Board he is talking to --

#7-9-SueT 1

that you enter into this agreement.

2 Q Now, Mr. Rasbury, the agreements that have been  
3 committed to writing to your knowledge have been provided  
4 to Suffolk County; isn't that correct?

5 A My copies of my agreements?

6 Q Copies of the agreements with your chapter's  
7 agreements with the facilities listed in the attachment  
8 to your July 25th letter?

9 A I don't know. I don't remember. I don't know  
10 why I would need to give Suffolk County a listing of the  
11 centers that I will operate.

12 Q Well, I hate to surprise you with anything,  
13 but --

14 A Well, they might have. But I just don't  
15 remember.

16 (Witness Robinson) Excuse me. I can answer  
17 that. Mr. Thompson gave me a number of letters, various  
18 formats with various facilities. I personally xeroxed what  
19 I was given and turned them over to Ms. McCleskey who I  
20 believe has turned them over to Suffolk County counsel.

21 Q So, Mrs. Robinson, let me get this straight.  
22 Mr. Thompson gave them to you, you had copies made and  
23 gave them to the County, gave them to your counsel who  
24 gave them to the County; is that correct?

25 A That's correct.



#7-10-SueT1

2 Q So, Mr. Rasbury, it sounds like we have an  
3 instance where Mr. Thompson didn't tell you what he was  
4 doing, don't we?

5 A (Witness Rasbury) I think we have a miscommuni-  
6 cation. I have great confidence in Mr. Thompson and I  
7 would not summarily court-martial him at this point.

8 (Laughter.)

9 Q Mrs. Robinson, now to your knowledge were all  
10 agreements that exist between the Nassau County Chapter of  
11 the Red Cross and these various facilities provided to  
12 Suffolk County?

13 A (Witness Robinson) Any that I have seen have  
14 been provided to Suffolk County, yes.

15 Q Mr. Rasbury, if I told you that the County was  
16 not given agreements for some of the facilities that are  
17 listed in the attachment to your July 25th letter, do you  
18 believe that would indicate there are no such agreements  
19 in writing?

20 A (Witness Rasbury) I thought that we had made  
21 all of our agreements available to you. And if there are  
22 some gaps, I would have to conclude that.

23 Q Let me just ask you, Mr. Rasbury, if you  
24 specifically know -- if you would look at the attachment  
25 to your July 25th letter.

A (The witness is complying.)

#7-11-SueT1

Q Looking at the first page, sir, are you there?

A Yes, I'm there.

Q Now, do you know specifically whether there is an agreement in writing with the second facility, that is Bellmore-Merrick Central High School District?

A Let me answer this way, I do not know as I sit here that there is one, because I have not access to it and I have not specifically seen that.

It would appear to me that if there is a date there, it would suggest to me that, yes, there was one. Counsel made it during that year. And, of course, that was 1978. But whether counsel made it as a verbal agreement or not, I really can't tell you.

I would have to get together with my staff and review the records to tell you that.

Q Would your answer be the same, sir, for the Franklin Square Union Free School District?

A That answer would be the same for everyone except the one that we have a copy of here in the testimony, and that's for SUNY-Farmingdale.

MS. MC CLESKEY: Judge Laurenson, I object to any further questions regarding this topic. I gave those agreements to Mr. Miller over a week ago and if he had problems with what was given, we could have worked them out. If he has a list of ones that he thinks were missing,

#7-12-SueTl

2 we will be glad to provide them if they exist. But I think  
3 we are wasting a lot of time on the record trying to figure  
4 out what is an extremely simple question of discovery.

5 We did agree, and provided all of the agreements  
6 that were requested by Suffolk County.

7 MR. MILLER: Judge Laurenson, I am through with  
8 this line of questions. But we are not wasting time. We  
9 haven't been spending much time on it.

10 And, furthermore the question here is, do the  
11 agreements exist. And that's an important question appa-  
12 rently based upon LILCO's own testimony. But I'm through  
13 with my questions.

14 JUDGE LAURENSON: Well, if there are further  
15 questions concerning that, I think that perhaps you can  
16 discuss this during the lunch break and determine if there  
17 are agreements that perhaps have been omitted they can be  
18 furnished.

19 Is this an appropriate time to take our  
20 lunch break, or do you have some other questions that you  
21 want to finish up first?

22 MR. MILLER: This would be a good time for  
23 the break, sir.

24 JUDGE LAURENSON: All right. We will take our  
25 luncheon recess. We will resume at 2 o'clock.

(Whereupon, a recess is taken at 12:28 p.m.,  
to reconvene at 2:00 p.m., this same day.)

end #7

Mary flws

Sim 8-1

## AFTERNOON SESSION

(2:00 p.m.)

Whereupon,

MATTHEW C. CORDARO

ELAINE D. ROBINSON

JOHN A. WEISMANTLE

- and -

FRANK M. RASBURY

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

JUDGE LAURENSEN: Mr. Miller.

CROSS-EXAMINATION (Continued)

BY MR. MILLER:

Q Mr. Rasbury, we are going to go back to the list  
of facilities which are attached to your July 25th letter  
which is Attachment 1 to the LILCO testimony.

Is it fair to say that all of these agreements  
are revokable at will by the facilities?

A (Witness Rasbury) By both parties.

Q By either your Chapter of the Red Cross or the  
facility?

A That is correct. I should have said by either  
party.

Q And, Mr. Rasbury, under the terms of the agreements  
it is true, isn't it, that you are required to notify the



8-2

1 facilities prior to the time that you would call upon them  
2 to be used as shelters for the public?

3 A Oh, absolutely, yes. I am not so sure it is as much  
4 of a requirement as it is just that it is common sense. We  
5 called the names that you see here, Mr. Fukes or Mr. Ellinger  
6 and say, look, it is happening, we need it and they said  
7 come on, you have got it. It is just normal communication.

8 Q And I gather, Mr. Rasbury, that part of the reason  
9 for that is because there could be circumstances where  
10 a facility on your list may be at the time of the emergency,  
11 there would be circumstances making that facility not avail-  
12 able for your use; isn't that correct?

13 A That is possible. The basic reason for it is  
14 to assure that all elements of the facility that we want  
15 to use are available and are open. If it is, it includes the  
16 cafeteria, that it is open and the material therein are open  
17 and unlocked and that kind of thing. We are basically  
18 talking about opening already secured areas.

19 Q Well, let me give you an example, Mr. Rasbury.  
20 The various school districts that are listed in the attach-  
21 ment, I gather that it is possible at the time of the  
22 emergency that the school would be in session and students  
23 would be at the school in the school buildings and for some  
24 reason were precluded from being sent away from the schools,  
25 and you might not be able to send evacuees to the schools

8-3

1 to shelter them there as well because of the space  
2 limitations. Is that a fair example?

3 A That is possible, yes.

4 Q And, in fact, isn't it true, Mr. Rasbury, that  
5 the agreements you have with a number of the school districts  
6 mention this possibility or mention the fact that the schools  
7 have a first responsibility to their pupils and that that  
8 would take priority over the use of the school buildings  
9 as a relocation center on behalf of the Nassau County  
10 Chapter of the Red Cross?

11 A Correct.

12 Q Mr. Rasbury, I gather that because of these kinds  
13 of circumstances we have been discussing, you would not,  
14 for example, publish and distribute a list of the facilities  
15 that are attached to your July 25th letter to the public  
16 so that in the event of an emergency the public would know  
17 where to go and just go there on their own behalf?

18 A I would not do that.

19 Q You would not predesignate these facilities and  
20 publish that information to the public?

21 A No.

22 Q Mr. Rasbury, is it fair to say that these agree-  
23 ments, the agreements you have with these facilities,  
24 generally specify that the facilities will be available  
25 for use as public shelters in the event of natural disasters?

Sim 8-4

1           A        I think that it is more accurate to, and of  
2           course I don't have the agreements in my hands, obviously,  
3           but I think we talk in terms of disasters, natural and  
4           man-made, or natural or man-made in most of them and we  
5           always think in terms of that.

6                        We have not narrowed the focus on what kind of  
7           disasters they will be used for.

8           Q        Mr. Rasbury, if I told you that over 50 percent  
9           of these agreements specify the facilities would be used  
10          as relocation centers in the event of natural disasters  
11          and no mention at all of man-made disasters, would that  
12          surprise you?

13          A        No, but it wouldn't be a deterrent either for  
14          their use.

15                        What I am saying to you is that those are , those  
16          are basically enabling instruments and not necessarily  
17          limiting instruments.

18          Q        What you are telling me is that if an agreement,  
19          and let's talk about, for example, if the school district  
20          says the Red Cross, Nassau County Chapter is able to use  
21          buildings within a certain school district in the event of  
22          a natural disaster, you still would feel that even in the  
23          event of a man-made disaster of some sort, you would have  
24          the right to use those facilities?

25          A        I would not use the term right. I would believe

Sim 8-5

1 that permission would be forthcoming to use the facilities,  
2 yes.

3 Q You would inquire beforehand?

4 A Well, certainly, and as you pointed up in your  
5 earlier question as to whether I would make contact with  
6 these people and verify the continued availability of the  
7 facilities, at that time I would say we would call and say,  
8 look, we have got this thing happening here and we would  
9 like to use that facility. Is it still available to us?  
10 That thing could be a man-made or man-caused disaster.

11 Q And, Mr. Rasbury, you mentioned that you do  
12 believe that some of these agreements at least do say  
13 the facilities would be available as a relocation center  
14 in the event of either a natural or man-made disasters,  
15 correct?

16 A Yes.

17 Q But in no case are man-made disasters specified  
18 to the point of a radiological emergency; isn't that  
19 correct?

20 A Correct, nor is it excluded.

21 Q It is just not said one way or the other?

22 A That is right.

23 Q Mr. Rasbury, is it fair to characterize this  
24 listing of facilities as a list of candidate facilities  
25 that you would call upon in the event at the time of the



Sim 8-6

1 emergency to make a determination as to whether to send  
2 evacuees to that facility?

3 A Define candidate for me.

4 Q Well, a list of facilities, sir, where you can  
5 go to determine whether you should begin the initiation of  
6 your telephone calls at the time of the emergency in order  
7 to determine whether evacuees may be sent to those facilities.  
8 Is that a fair characterization of what this list constitutes?

9 A This is a listing of facilities, the managers  
10 of which have told me or my designates that would be avail-  
11 able to us given their primary concern about the students  
12 in the case of the schools and so forth given a disaster  
13 of some kind.

14 Q And if you had an emergency, Mr. Rasbury, let's  
15 assume that you have decided, because of the nature of the  
16 emergency and the number of persons that are going to need  
17 shelter, that you need nine facilities, would you then just  
18 go and call the first nine facilities on this list?

19 A No. It depends, of course, on the nature of  
20 the disaster and where it is located, and actually I would  
21 choose those facilities nearest the disaster area.

22 As an example, a hurricane strike the south shore  
23 of Long Island. I would get the facilities that I have  
24 already agreements for closest to the area affected by  
25 the storm but safe from the ravages of the storm so as not

Sim 8-7

1 to move the residents of the community too far away from  
2 their homes, but yet far enough so that they would be safe  
3 from the storm.

4 Now we may have 30 or 40 shelters way on the  
5 other side of the County which we wouldn't even concern  
6 ourselves with at all because they are not in or near the  
7 area of concern.

8 Q Now let's go to the situation of Shoreham and  
9 an assumed emergency at the Shoreham plant. It is fair to  
10 say, isn't it, sir, that at this time you have made no  
11 determination as to whether some of these facilities are  
12 better suited than others with respect to a radiological  
13 emergency?

14 A No, that is not fair to say, because I don't think  
15 it differs one bit from a person seeking shelter from a  
16 storm and a person seeking shelter from a radiological  
17 accident some place. You have someone who is displaced  
18 who needs to be sheltered, needs to have certain facilities  
19 available to him and whether he is running away from the  
20 high water coming some place or running away from radiation  
21 some place makes no difference, absolutely none.

22 Q So in your opinion, any one of these facilities  
23 would be just as appropriate as the others in terms of  
24 your using a facility in the event of an emergency at  
25 Shoreham?

Sim 8-8

1           A       Yes, to the extent that you will include in  
2           that the fact that some are better endowed than others,  
3           and by that they have larger or greater or more extensive  
4           facilities than others.

5           Q       Well, that is part of what I would consider a  
6           determination regarding the suitability of the facility.  
7           Have you made any determination in that regard at this time  
8           with respect to an emergency at the Shoreham plant?

9           A       They are all minimally suitable for sheltering  
10          displaced persons who are running and seeking shelter from  
11          any kind of emergency. Some of them are more suited than  
12          are others because they have, as an example, a greater  
13          number of laboratories or a greater number of showers or  
14          they have facilities to feed where others do not.

15          Q       At this time can you tell me those facilities on  
16          this list which are more endowed or better suited than others  
17          with respect to some of the factors you just mentioned,  
18          shower facilities and toilet facilities?

19          A       I can't, but if I can confer with a member of  
20          my staff at the break perhaps, and if you think you really  
21          need to have that information, and perhaps try to do that for  
22          you.

23          Q       Do you know, Mr. Rasbury, if LILCO has attempted  
24          to make any determination regarding the suitability of these  
25          facilities as relocation centers in the event of an

Sim 8-9

1 emergency at Shoreham?

2 A I don't know that for a fact, but I believe that  
3 they are confident with my having determined that these  
4 are shelters which I am going to be responsible for operating  
5 and if I say they are suitable, then they are prepared to  
6 accept that it is suitable I believe.

7 A (Witness Weismantle) Yes, that is correct.

8 Q So LILCO, Mr. Weismantle, has made no such  
9 determinations nor does it intend to; is that correct?

10 A We have no independent determination nor do we  
11 intend to.

12 Q Mr. Rasbury, let me just ask you a hypothetical,  
13 and I know you just offered to talk to someone on your  
14 staff, but if I were to ask you, for example, Massapequa  
15 Grace Episcopal Church, is one of the facilities on your  
16 list, correct?

17 A Correct.

18 Q And if I were to ask you to tell me the square  
19 footage of that facility and describe for me the parking  
20 facilities, describe to me the shower facilities, the toilet  
21 facilities and whether there is food preparation facilities  
22 available, to tell me the location of the facility, to tell  
23 me the roadway network in and around the facility, do you  
24 think those are matters you could tell me about after your  
25 discussion during a break with some member of your staff?



8-10

1           A        I could probably tell you an awful lot about  
2 that particular facility right now because I happen to  
3 live in Massapequa and I have gone to church at that  
4 particular facility. What would you like to know about  
5 it?

6                   (Laughter.)

7           Q        Would the same be the case for any of the other  
8 facilities on your list? It sounds like I picked a very  
9 bad example.

10                   (Laughter.)

11           A        I am sorry, would you ask your question again,  
12 please?

13           Q        Well, the kinds of factors I just described  
14 to you, if I were to take one of the facilities on  
15 your list and not the Massapequa Grace Episcopal Church,  
16 could you give me that kind of information do you believe  
17 after some brief discussion with a member of your staff?

18           A        Yes, I could, because you see we have a shelter  
19 profile that is worked out on each. It is a form that is  
20 worked out on each shelter and it identifies the number of  
21 toilets, whether there are shower facilities, whether there  
22 are food preparation facilities, the square footage, office  
23 space and identifies just what rooms might be available and  
24 it gives, as the name indicates, a profile of its suitability.

25           Q        This is a profile that has been put together by

Sim 8-11

1 your staff?

2 A Yes.

3 Q Did you have that information from the facility  
4 or did you make an independent verification of that?

5 A My staff in its contact with the managers of  
6 those facilities I would suggest by both talking to the  
7 people there and by looking at the facilities there, you know,  
8 it is a combination of these things. This is what we have  
9 got and this is what would be available to you if you use  
10 our place as a shelter.

11 Q I am not going to go through the exercise of  
12 doing any of this, Mr. Rasbury. Is it fair to say that  
13 there are facilities on your list which do not have, for  
14 example, the shower facilities?

15 A Yes, that is fair to say.

16 Q And there are buildings or facilities on your  
17 list which do not have what could fairly be characterized  
18 as a good roadway network leading into and out of the  
19 facility?

20 A I am not prepared to say yes to that. Most of  
21 these places are pretty easily accessible. They are in  
22 communities, of course, and are well known to the residents  
23 of the communities which is at the basis of using them.

24 I can't think of any that are remote and, therefore,  
25 would not be accessible easily by automobile. I wouldn't

Sim 8-12 1

say that at all.

2           Q       The facilities that you are talking about,  
3 Mr. Rasbury, may be well known to the residents around  
4 that area, but they may not be well known to the evacuees  
5 that would have to use them, correct?

6           A       I appreciate that and let me go to something we  
7 talked about at the time of our deposition, and that is  
8 that there would be a reception center and the people would  
9 not go -- you mentioned earlier in your question whether or  
10 not this listing would be made public and everybody would  
11 just take off and go to one of these things on their own.  
12 They would not.

13                   They would come to one or more reception centers  
14 and having determined that there are people in that group  
15 that needed or wanted shelter, they would be directed to  
16 a specific shelter, and that shelter would be one that could  
17 be easily identified, located and gotten to by anyone  
18 following the most basic of directions.

19                   At my reception center I would probably also  
20 have transportation for those who had gotten there somehow  
21 and had not transportation of their own and they would  
22 be moved there.

23           Q       Is it fair to say, Mr. Rasbury, that not all of  
24 the facilities on this list have food preparation facilities  
25 available to them?

Sim 8-13 1

2 A That is correct. That is, however, not a limiting  
3 factor in terms of being able to feed people there. We have  
4 a canteen element manned by or staffed by Red Cross volunteers  
5 and we have a great capability of obtaining food, bringing  
6 it in, serving it, breaking down the tables and whatever  
7 else necessary and moving out.

8 And I would like to make reference to my long  
9 military career, we feed combat troops on the line hot  
10 meals because our mess halls can it up, bring it up, serve  
11 it and get out of there, and we can do something very  
12 similar.

13 Q Mr. Rasbury, the list that we have been referring  
14 to that is attached to your July 25th letter, it has not  
15 been tailored in any way to the Shoreham situation, has it?

16 A No, it has not.

17 Q Do you believe, Mr. Rasbury, that all of the  
18 facilities on your list are within the jurisdiction of your  
19 Chapter, that is that those facilities are within Nassau  
20 County's jurisdiction?

21 A Every facility here is within the jurisdiction  
22 of the Nassau County Chapter of the American Red Cross,  
23 every one.

24 end Sim  
25 Joe Fols



1 Q Would the panel look at page 13 of the testimony.  
2 Let me ask a question of the LILCO witnesses. There is a  
3 discussion in the answer -- the first paragraph of the answer  
4 to Question 13, regarding what I will call the history of  
5 relocation center issues.

6 It mentions Suffolk County Community College,  
7 BOCES Islip Occupational Center, State University of New  
8 York at Stoney Brook, State University of New York at  
9 Farmingdale, and St. Joseph's College at Patchogue as  
10 facilities which have previously been identified in the  
11 LILCO plan.

12 Is that a fair statement, Mr. Weismantle?

13 A (Witness Weismantle) That is correct.

14 Q I would like to know if any of these five  
15 facilities were ever approached by LILCO to determine their  
16 availability as a relocation center during an emergency at  
17 Shoreham?

18 A No, we didn't approach them directly.

19 Q Thank you. Would you look at the bottom of page  
20 13? This discusses Contention 24.0, and makes the statement  
21 that Suffolk County Community College would not be available  
22 for use in the LILCO plan due to the political position being  
23 taken by the Suffolk County Government.

24 Do you see that statement?

25 A (Witness Weismantle) Yes.

1 A (Witness Robinson) Yes, we do.

2 Q Contention 24.0 refers to the resolution which  
3 have been enacted by the Suffolk County Legislature, isn't  
4 that correct?

5 A Yes.

6 Q And have you reviewed those resolutions? Ever  
7 seen them?

8 A I have seen them. I haven't looked at them  
9 very recently, but I have seen them several times, yes.

10 Q Right below the reference to Suffolk County  
11 Community College, there is a statement: In addition,  
12 LILCO more recently was informed by the Red Cross that  
13 State University of New York at Stony Brook would not be  
14 available.

15 Do you see that statement?

16 A Yes.

17 Q Could you just tell me when LILCO was informed  
18 in this regard?

19 A I can't give you an exact date without checking  
20 my calendar of notes, but I was called by Mrs. Nocher and  
21 so informed, yes.

22 Q Can you give me an approximate date? This  
23 Spring; this Summer?

24 A I would say -- and again, it is memory, and I  
25 would have to confirm, it was probably late Spring, early

9-3-Wal

1 Summer, but I just cannot pin down the date at this point.  
2 I know it was a telephone call.

3 Q Looking on page 14, about the middle of the  
4 page, there is a statement that says that, and again we are  
5 still on this history, but: Later on LILCO identified BOCES  
6 Islip Occupational Center, State University of New York at  
7 Farmingdale, and St. Joseph's College as primary relocation  
8 centers, and Dowling College as a secondary relocation  
9 center.

10 Do you see that statement?

11 A Yes.

12 Q With the exception of Dowling College, these  
13 were the same facilities that had been relied upon by LILCO  
14 in Revision 0 of the plan, isn't that correct?

15 A No, that is not correct, because there is no  
16 longer -- Suffolk County Community College, Selden Campus,  
17 or SUNY Stoney Brook.

18 Q Yes, but what I am saying is BOCES, SUNY  
19 Farmingdale and St. Joseph's College had all been identified  
20 previously by LILCO in its plans, correct?

21 A In a different configuration, yes.

22 Q Does LILCO still rely upon Dowling College as  
23 a relocation center?

24 A As of -- we have explained I think at great length  
25 in here, we are currently looking at moving people more directly

1 into Nassau County.

2 And I had no personal contact with this at all.  
3 As far as I know, the Suffolk County Red Cross does have an  
4 agreement with Dowling College, but as of right now we are  
5 not relying on that, no.

6 Q And is your answer the same with respect to St.  
7 Joseph's College? That is, that LILCO is not now relying  
8 on St. Joseph's College as a relocation center?

9 A That is not to say that at some point there might  
10 be some people needing shelter who were directed there by the  
11 Red Cross, but no, we are not at the moment relying on that,  
12 although in that particular case I have had a conversation  
13 with one of the administrators, Sister Virginia Callahan.

14 Q I am just trying to understand what LILCO presently  
15 intends, Mrs. Robinson, because things kind of change in this  
16 area, and at the present time is it fair to say that LILCO  
17 intends to have all relocation centers in Nassau County, and  
18 therefore, would not intend to rely upon Dowling College or  
19 St. Joseph's College?

20 A I think that it is fairer to say that right now  
21 LILCO does not -- cannot rely on agreements with facilities  
22 within Suffolk County. I don't think it is fair to say that  
23 we don't believe that at some point that persons needing  
24 shelter, as Mr. Rasbury refers to them, might be sheltered  
25 at those facilities.



1                   So, that in no way would I say they are being  
2 excluded, or cut off, or disregarded. But in terms of  
3 reliance, we have had rather a bad experience in Suffolk  
4 County.

5                   Q       Let me just see if I can get a quick answer to  
6 my question, Mrs. Robinson. I am not asking what LILCO  
7 believes may be the case. What LILCO believes may happen  
8 in the future.

9                   At the present time, does LILCO rely on either  
10 of these two facilities as relocation centers? Yes or no.

11                  A       A qualified no.

12                  A       (Witness Weismantle) I think our answer on the  
13 full paragraph on page 16 explains, again, what Ms. Robinson  
14 just said.

15                  Q       Going over to page 15, actually beginning at the  
16 bottom of page 14, you talk about the letters that came in  
17 from BOCES, Islip, and SUNY Farmingdale, and you say: These  
18 letters disavowed any agreements to make their facilities  
19 available for Shoreham planning purposes due to the political  
20 position of the Governor of New York State regarding Shoreham.

21                           Do you see that?

22                  A       (Witness Weismantle) Yes.

23                  A       (Witness Robinson) Yes.

24                  Q       Do you have those letters with you? These are  
25 the letters dated June 21, 1984.

1           A       No, I don't.

2           Q       Well, is it your understanding that the only reason  
3 expressed in these letters of June 21, 1984, for facilities  
4 not being made available to LILCO, was because of the political  
5 position of the Governor of New York State regarding Shoreham?

6           A       I would rather not answer until I have seen a  
7 copy of the letter, if you don't mind.

8                   (Mr. Miller hands document to Ms. Robinson)

9           Q       I will hand you copies of the two letters. Just  
10 for the sake of the record, these are the letters which are  
11 Attachments to the revisions to the direct testimony of David  
12 Harris and Martin Mayer, on behalf of Suffolk County regarding  
13 Contention 75.

14          A       (Witness Robinson) In both letters, there is  
15 a sentence which a quick reading, appears to be identical,  
16 and which to me, says that very clearly. It is the last  
17 sentence in paragraph 3 of the Hymes letter, and paragraph 3  
18 of the letter signed by Dr. Cipriani.

19          Q       Yes. Ms. Robinson, my question is: Isn't it  
20 true that these letters both specify a number of reasons for  
21 why the facilities are not going to be made available to  
22 LILCO, and only one of those reasons is, as you say in your  
23 testimony, because of the political position of the Governor  
24 of New York State regarding Shoreham.

25                   There are other reasons set forth in these letters,

1 aren't there.

2 A No. To me, to my reading it is the summary  
3 sentence, and it says in both cases in accordance with the  
4 Governor's position, the Campus of the BOCES II Occupational  
5 Center in Islip will not be available to the American Red  
6 Cross or LILCO for use in implementing the LILCO plan, and  
7 in accordance with the Governor's position, SUNY Farmingdale  
8 will not be available to the American Red Cross or LILCO for  
9 use in implementing the LILCO plan.

10 Q Let's look at the first agreement, the first  
11 letter, Mrs. Robinson. June 21, 1984, sent to Mrs. Nocher  
12 of the Suffolk County Chapter of the Red Cross from Mr.  
13 Hymes of BOCES II. Looking at the second paragraph, doesn't  
14 the second paragraph state that BOCES II has not entered  
15 into any agreement with the American Red Cross or LILCO  
16 to serve as a relocation center or as a decontamination and  
17 monitoring facility for Shoreham emergency?

18 A It lists many facts, but in terms of a  
19 concluding -- you ask me what I base this conclusion on, and  
20 on the basis of reading this letter, reading a long statement,  
21 to my mind it very clearly sums it up that this is in  
22 accordance with the Governor's position.

23 Q The third paragraph you referred to starts with  
24 the words, 'in addition.'

25 A The Governor of New York State --

1 Q Does it start with the words, 'In addition?'

2 A That is correct.

3 Q And you gather that that is a summary of the  
4 entire letter, that paragraph?

5 A That last sentence seems very clear to me.

6 A (Witness Cordaro) That is the only reason that  
7 is included in those letters, for their position. The  
8 paragraph above, which goes into a number of factors, just  
9 advises that they haven't entered into an agreement with the  
10 American Red Cross for -- to serve as a relocation center  
11 for Shoreham, and it just specifies what their understanding  
12 of that agreement is, and factors involved in that agreement.

13 It doesn't use that as a reason for not entering  
14 into that agreement. The only reason given in the letter  
15 is in that third paragraph.

16 Q Okay, thank you. That is an interesting  
17 interpretation. Could I have my letters back? Thank you.  
18 Do you recall, Mrs. Robinson, or anyone on the panel, when  
19 you first saw these letters of June 21, 1984, referring to  
20 both the BOCES letter and the Farmingdale letter?

21 A It was some time in the last week in June,  
22 I believe.

23 Q Did you receive them from Mrs. Nocher of the  
24 Suffolk County Chapter?

25



1           A       (Witness Robinson) No, I was advised of them  
2 by counsel, that they were attached to testimony that was  
3 filed.

4                   And, as a matter of fact, I then -- I called Mrs.  
5 Nocher, and at that point she said she hadn't even seen them.  
6 She had been away on vacation, and then she went through  
7 her mail and called me back and said, yes, she received  
8 them.

9           Q       Did you ever have discussions, you or anyone  
10 with LILCO, to your knowledge, have discussions with Mrs.  
11 Nocher regarding these letters?

12           A       I did.

13           Q       What was the substance of those discussions?

14           A       The substance was that she believed that she  
15 had a valid agreement with BOCES II. She believed that the  
16 Nassau County Chapter had a valid agreement with SUNY Farm-  
17 inodale, and that she was, at that point, quite upset by the  
18 letters.

19           Q       Do you know, Mrs. Robinson, if Mrs. Nocher ever  
20 followed up and discussed this matter with BOCES II?

21           A       I don't know.

22           Q       Do you know if she ever discussed this matter  
23 with Farmingdale?

24           A       I don't know, but I doubt it since that was a  
25 Nassau County agreement.

1 Q Do you know if the Nassau County Chapter has ever  
2 discussed this matter with Farmingdale?

3 A I think it would be appropriate to ask Mr.  
4 Rasbury.

5 Q Since you -- have you ever seen this letter, Mr.  
6 Rasbury, the June 21 letter?

7 A (Witness Rasbury) No, I have not. I heard that  
8 one exists.

9 Q You have heard about it. Have you ever discussed  
10 it, you or anyone on your staff, with Farmingdale?

11 A We wanted to know, if this thing existed, number  
12 one, why we didn't get it as opposed to going to Mrs. Nocher;  
13 and number two, we had just not long before that renewed an  
14 insurance agreement.

15 Q Did you ever discuss it with Farmingdale? Anyone  
16 at Farmingdale?

17 A No.

18 Q Let's look at page 15 of the testimony. There  
19 is a statement at the top of the page -- towards the top of  
20 the page -- LILCO is faced with a planning problem at certain  
21 relocation centers which can be, and LILCO believes will be,  
22 available in an actual emergency, cannot be relied upon in the  
23 LILCO plan.

24 Do you see that statement? I take it that this  
25 is your assumption that facilities that are not now available

1 will be available in the event of an actual emergency?

2 A (Witness Robinson) Well, the can be is based on  
3 the fact that we have heard of nothing that would indicate  
4 that those buildings were no longer fit for human habitation.  
5 That they have been burned down, or shut down, or deserted  
6 or any such thing, and, therefore, they can be available,  
7 and yes, I think that based on everything that any of us  
8 have ever dealt with in public or private life, that is  
9 should people be in need of food and shelter that these  
10 facilities would be available.

11 I know we have cited it before, and I don't  
12 have a copy of it with me, there have been statements,  
13 specially -- I know of one by Governor Coumc in a statement  
14 which he released, saying that in an actual emergency every-  
15 thing would be done to alleviate any exposure to the public,  
16 and I cannot believe that he would turn people away from a  
17 facility that is run by New York State.

18 Q Let me go back to my question, Mrs. Robinson. It  
19 is a fairly simple, straight forward question. Is this state-  
20 ment based upon your assumption that facilities will be  
21 available?

22 MS. McCLESKEY: Objection. Asked and answered.

23 JUDGE LAURENSEN: I think she told you what went  
24 into her belief. Sustained.

25 BY MR. MILLER: (Continuing)

1 Q Have you ever been told by any County or State  
2 official, Mrs. Robinson, have you or anyone at LILCO, to your  
3 knowledge, been told by any such officials that these  
4 facilities actually will be available to LILCO in the event  
5 of an emergency at Shoreham?

6 A They would be available to the public -- to the  
7 Red Cross --

8 Q Mrs. Robinson, please answer my questions. I  
9 don't want to limit you with yes or no's, but please answer  
10 my question. My question is: Has LILCO or anyone at LILCO,  
11 to your knowledge, been told by a State or County official  
12 that these facilities would actually be available in the event  
13 of an emergency at Shoreham.

14 A As much as the Governor's statement was a public  
15 statement, yes.

16 Q Anything beyond that, Mrs. Robinson?

17 A In terms of a direct statement from a state  
18 official, no.

19 Q And in terms of a County official?

20 A I don't recall.

21 Q In Answer 14, on page 15 of the testimony, there  
22 is a statement: Working with the Red Cross, LILCO will soon  
23 designate a center or centers, depending upon capacity that  
24 will be listed in the LILCO plan and in public information  
25 materials.



1 I take it that at this time LILCO has not  
2 identified or located such facilities. Isn't that correct?

3 A Right.

4 Q And, Mr. Rasbury, at this time has the Red Cross,  
5 your chapter of the Red Cross, identified or located such  
6 a facility or facilities?

7 A (Witness Rasbury) We have identified a facility,  
8 and negotiations are going forth to secure that facility, but  
9 they have not been consummated yet.

10 Q Are you saying, facility in the singular?

11 A I am working on more than one.

12 Q At the time of your deposition, Mr. Rasbury, you  
13 told us that you were negotiating with two such facilities.  
14 Is that still the case?

15 A That is still the case.

16 Q And you would not identify those facilities, if  
17 you remember. Would you tell me now, Mr. Rasbury, the  
18 identification of the facilities you are negotiating with?

19 A I decline to tell you now, as I did when you  
20 took the deposition because they aren't mine yet to offer.  
21 When I have concluded my negotiations, and they have in fact  
22 agreed to make the facility or facilities available to me,  
23 then I will be happy to announce it to you and the free  
24 world.

25 Q Has LILCO been informed by you as to the

1 identification of these facilities?

2 A None of them they know. The other, they still  
3 have not been advised of.

4 Q Would you identify the facility to me that you  
5 have identified to LILCO?

6 A I think I said just about thirty seconds ago that  
7 I would not.

8 MR. MILLER: Judge Laurenson, I would request  
9 that the Board instruct Mr. Rasbury to identify the  
10 facilities that he is negotiating with, at least the one  
11 facility which he has identified to LILCO.

12 LILCO is nothing but another party in this  
13 proceeding. The County, and the State, and the Staff and  
14 the Board deserve the same treatment.

15 MS. McCLESKEY; Judge Laurenson, I object to  
16 the County's request that the Board order Mr. Rasbury to  
17 identify the facilities that he is negotiating with. I think  
18 that first that identification of the facilities when there  
19 are no present agreements with the facilities, is not going  
20 to further the record in this proceeding, and to the extent  
21 that we could sit and speculate about potential problems that  
22 may be raised by facilities that may or may not ultimately  
23 be relied upon, that his testimony would be speculative.

End 9 24

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25

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2 In addition, the -- well, I think I will stop  
there.

3 MR. MILLER: Well, Judge Laurenson, I will  
4 comment, then.

5 Ms. McCleskey says if Mr. Rasbury told us it  
6 would be speculative. That was the basis for our moving  
7 to strike this entire piece of testimony, that it's specula-  
8 tive. And the Board found against the County's motion in  
9 that regard.

10 Well, this can be no more speculative than when  
11 the County moved to strike the testimony for the same  
12 reasons.

13 MS. MC CLESKEY: No, sir. The testimony lays  
14 out very clearly a plan of action for relocation centers  
15 for the LILCO Transition Plan. And that is not speculative.

16 The only detail, which is the detail that Mr.  
17 Miller is now pursuing, that wasn't laid out was which  
18 centers will serve as these reception centers. And Mr.  
19 Rasbury has testified that he doesn't know yet, and when he  
20 knows he will tell everybody.

21 I also think that it's just specious to suggest  
22 that LILCO stands in the same position to the Red Cross as  
23 the other parties in this proceeding, and I would like to  
24 conclude by noting that Mr. Miller has advanced no legitimate  
25 reason why this record will be advanced by identifying these

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facilities that are being negotiated with.

2                   And it cannot but help but be clear to everyone  
3 in this room that if those facilities are identified that  
4 it may impede further negotiations.

5                   MR. MILLER: Well, that's a serious accusation.

6                   JUDGE LAURENSEN: Let me ask Mr. Rasbury, are  
7 you, or is the Red Cross, represented by counsel here  
8 today?

9                   WITNESS RASBURY: I am not and neither is --  
10 well, the Red Cross is not.

11                   JUDGE LAURENSEN: Okay. Well, in that case I  
12 would like to have you tell us why you believe that the  
13 disclosure of one or both of these facilities would impede  
14 the Red Cross' work?

15                   WITNESS RASBURY: As far aloof as I have tried  
16 to remain from the political impact of the question sur-  
17 rounding Shoreham, I'm not unaware that there is something  
18 like this.

19                   It would appear to me very likely that if I  
20 identify the fact that I'm dealing with Agency A about a  
21 facility that pressures of one kind or the other might,  
22 in fact, be put upon the people at Agency A and they may  
23 decide that they maybe don't need to buy into this kind of  
24 problem. And before they have had a chance to completely  
25 hear my concerns and determine how responsive and responsible



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2 they want to be, might determine then not to make the  
3 facility available.

4 I think we are also concerned with -- that's on  
5 the one hand. I think we are also concerned with sitting  
6 here identifying a facility, Facility X, and then trying to  
7 estimate or guess as to what its limitations might be in  
8 trying to go on. I think this was the speculation that  
9 was being referred to earlier.

10 We don't want to start to speculate as to  
11 whether this facility is, in the judgment of someone else  
12 here, suitable, adequate or otherwise. I'm saying that I  
13 really don't have anything to give the Board, to give  
14 counsel, until such time as someone has told me yes, it's  
15 available to you. And at that time I have absolutely no  
16 hesitation in publishing it.

17 JUDGE LAURENSEN: Just for clarification, are  
18 both of these facilities that you are talking about in that  
19 list that you attached to your Attachment Number 1?

20 WITNESS RASBURY: They are not.

21 JUDGE LAURENSEN: They are not?

22 WITNESS RASBURY: They are not.

23 MR. MILLER: I think, Judge Laurenson, neither  
24 of the facilities is on the list that we've been talking  
25 about.

WITNESS RASBURY: No, it's not.

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2

MR. MILLER: That's correct, isn't it?

3

WITNESS RASBURY: Right. Correct, they are not listed.

4

JUDGE LAURENSEN: And tell us, Mr. Miller, why the County needs this information.

5

6

MR. MILLER: Judge Laurenson, I think the information is relevant and it's material. Therefore, under the NRC regulations we are entitled to know it, we are entitled to ask.

7

8

9

10

JUDGE LAURENSEN: What's it relevant to in terms of your contention?

11

12

MR. MILLER: It's relevant to LILCO's compliance with the criteria of NUREG 0654, means of relocation. Location of relocation centers. It's relevant to all the issues that have been brought forth and are being litigated as set forth in Contentions 74 and 75. It's relevant to the LILCO testimony. It's relevant to the County's concern regarding the LILCO testimony and the LILCO plan.

13

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JUDGE LAURENSEN: Mr. Rasbury has described these as preliminary type negotiations. He has no commitment from either one of these two facilities.

20

21

22

So, what are we going to advance by putting this in the record in terms of a resolution of your contentions?

23

24

25

MR. MILLER: Judge Laurenson, my concern is how is the County supposed to protect its interest with respect

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2 to the adequacy of a facility if we assume, for example,  
3 that 60 days from now Mr. Rasbury has an agreement and then  
4 he is willing to identify to the world, as he says, the  
5 identity of that facility, how then is the County to make  
6 its views known regarding the adequacy of the facility?

7 JUDGE LAURENSEN: That could still happen even  
8 if we disclose the two facilities today. These negotiations  
9 may fall through and they may come up with two different  
10 facilities 60 days from now.

11 So, I don't see how this disclosure accomplishes  
12 anything in terms of establishing probative evidence on  
13 the County's contentions.

14 MR. MILLER: Judge Laurenson, you are absolutely  
15 right. There is no guarantee even if Mr. Rasbury were to  
16 tell us who he is now negotiating with, that those would  
17 indeed be the facilities. He has made that clear; he  
18 doesn't know.

19 But, at least at this time we are confronted  
20 with the situation where there are negotiations underway  
21 with specific facilities, which is about the most specific  
22 thing about this piece of LILCO testimony. It could be  
23 that down the road, Mr. Rasbury will negotiate with a  
24 third or fourth facility and at that time, you are right,  
25 there is no way today we can do anything about that.

But we are confronted today with a situation

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2 where there are at least some facts now known to Mr. Rasbury  
3 that could be put in evidence before this Board. At a  
4 minimum, the County would reserve its right to reopen this  
5 issue if these facilities are not going to be identified,  
6 and if in the future LILCO comes forward to identify  
7 facilities after this matter has been closed.

8 MS. MC CLESKEY: Judge Laurenson, the County  
9 doesn't need to reserve rights today. It always can show  
10 good cause to reopen issues if new information warrants  
11 it.

12 JUDGE LAURENSEN: Does the State have a position  
13 on this?

14 WITNESS RASBURY: I would like to make a comment  
15 later, Judge.

16 JUDGE LAURENSEN: We will let you sum up for  
17 the Red Cross.

18 (Laughter.)

19 MR. ZAHNLEUTER: I think that if the record is  
20 closed, then the State would also wish to reserve its right  
21 to move to reopen the record. But, honestly I don't see  
22 how the record could be closed because you have already  
23 heard testimony that the list of facilities in Attachment  
24 1 will not be made known to the public and have not been  
25 designated as relocation centers.

JUDGE LAURENSEN: You are saying even if he



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2 answered those, gave the answer to the question Mr. Miller  
3 is asking, you still don't close the record? Is that a  
4 summary of what you are saying?

5 MR. ZAHNLEUTER: Now that I reconsider, I  
6 think that it might be closed in favor of the Intervenors  
7 because the burden of proof lies with the Applicant.

8 JUDGE LAURENSEN: Mr. Rasbury.

9 WITNESS RASBURY: I only want to make the obser-  
10 vation, two observations. One, we are not talking -- I can  
11 appreciate his concern about the adequacy of centers and  
12 shelters. We are not talking about shelters. We are  
13 talking about a reception center. We are talking about --  
14 I think we talked in terms, during the deposition, taking  
15 the clearing-house activity where individuals would be  
16 directed by virtue of published information, the electronic  
17 media, to go to one or more reception centers at which time  
18 they would identify road nets that they might be able to  
19 travel on if they wanted to continue travelling westward.

20 If they need shelter, which of our shelters  
21 they would go to.

22 The second part here is that those facilities  
23 listed in the attachment to my letter are shelters, are  
24 congregate care centers that will be used. Which ones will  
25 be used will be determined at the reception center when  
they will drive up, walk up, however they will get there,

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2 and we will tell them: All right. We will send you to  
3 Place A, B or C.

4 We are not going to do any sheltering at this  
5 place that I'm trying to get, or these places that I'm  
6 trying to get. We will, in fact, attempt to steer  
7 individuals who might need it in the directions they might  
8 need to go.

9 MR. MILLER: Judge Laurenson, just one quick  
10 comment, because I think this is important. At the begin-  
11 ning of this testimony, you asked Ms. McCleskey: Do you  
12 have any corrections, or additions, or changes. The answer  
13 was no.

14 If you look at the testimony on Page 15, it  
15 clearly says at the bottom: The Red Cross will staff these  
16 centers. These are the centers we are now referring to.  
17 And might use them as emergency centers from which the  
18 evacuees will be sent to other shelter or as relocation  
19 centers.

20 Now, it sounds like Mr. Rasbury is saying it  
21 couldn't be the latter, it would have to be the former. I  
22 mean, at some place LILCO has to stop changing its testimony  
23 and its plan regarding relocation centers. Enough is enough.

24 And I think the present testimony says these  
25 centers that Mr. Rasbury is now negotiating with could be  
used as relocation centers to shelter the public. And that

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1 information is material and relevant information which  
2 should be provided.

3 JUDGE LAURENSEN: I raise this with some reluctance,  
4 but it's a question I've been thinking about, and that is  
5 if you would look at Attachment 4 to the LILCO testimony,  
6 the Statement of Understanding between the State of New  
7 York and the American National Red Cross, on the first page,  
8 the first sentence of the paragraph which is captioned  
9 "The American Red Cross" says that, "The American Red Cross  
10 is an instrumentality of the United States Government with  
11 a Congressional Charter..." so on and so forth.

12 Does this raise the question of executive  
13 privilege? If, in fact, the Red Cross is an instrumentality  
14 of the United States Government, if these are negotiations  
15 that are going on at the present time that have not become  
16 final, is this -- and I realize Mr. Rasbury is here without  
17 legal counsel today and that's the reason I'm raising it  
18 now, to at least solicit the views of counsel who are  
19 present, whether this is a factor that we should also  
20 consider?

21 MR. MILLER: Judge Laurenson, I think the short  
22 and easy answer is that even if you assume there were such  
23 a privilege, and I don't, but if you make that assumption  
24 LILCO has been told about these negotiations by the Red  
25 Cross, by Mr. Rasbury. Any privilege has clearly been waived.



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JUDGE LAURENSEN: Well, that would be true I guess as to the one of the two centers, from what Mr. Rasbury said earlier. But that doesn't resolve it for the other one, if in fact there has been that kind of waiver.

Any comments from anybody else?

MR. MILLER: Well, let me finish up so you can go on to the other parties. I also think, although I would want to research it, but it strikes me that executive privilege is not available to an instrumentality; it's available to an agency of the United States Government. And I'm not sure it would be available to the Red Cross in this situation.

JUDGE LAURENSEN: I'm not either. That's why I asked the question.

WITNESS RASBURY: Judge, I'm struck by a certain amount of rigidity here, not in the conduct of the Board. But Mr. Miller refers to things which are down here as cast in concrete and apparently suggests that they should never change. And I guess I read these words here just as he does, or as relocation centers.

I've said before that planning is something that develops and goes and grows. At the time this material was put down, the concept may have included this as a possibility.

To sit here and tell me that I'm going to be limited, I'm going to have to use this and keep open



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2 necessarily the possibility of using this as a center, when  
3 as my planning and development continues to develop and I  
4 think less and less of that option and more and more of the  
5 former, I think we need to recognize that as of today, at  
6 three o'clock in the afternoon of the 21st of August, we  
7 are going to do what I said we are going to do and that is  
8 to use it as a reception center, if I can get it, and  
9 divert traffic to other centers, congregate care centers,  
10 shelters, that we have already provided a listing of.

11 And I think we need to have a bit more flexibility  
12 in part here.

13 JUDGE LAURENSEN: We will consider this and be  
14 back within a couple of minutes.

15 (Whereupon, the hearing was recessed at 2:54 p.m.,  
16 to reconvene at 3:40 p.m., this same day.)

17 JUDGE LAURENSEN: The question of the identifi-  
18 cation of relocation centers under the LILCO plan has been  
19 one of the most difficult issues in this case. That fact  
20 may account for its being heard this week.

21 LILCO has already filed three separate and  
22 distinct pieces of testimony on relocation centers. The  
23 first two have been withdrawn.

24 We have already issued subpoenas in conjunction  
25 with relocation center testimony.

In essence, LILCO's claim is that every time a

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1 relocation center is identified and made public, the State  
2 and/or County takes steps to preclude use of the facility.  
3 Contention 24.0 says that there is no relocation center  
4 designated.

5 At this time, that contention may be correct.  
6 However, Suffolk County wants to probe the negotiations  
7 underway by the American Red Cross for the identification  
8 of such facility or facilities, and the Red Cross objects  
9 and says that such a disclosure will impede or hinder its  
10 ability to complete its assignment.

11 LILCO also objects and says that the disclosure  
12 of negotiations underway at this time is not probative of  
13 anything in the contentions before us. The Red Cross  
14 advised LILCO of the identification of one of the two  
15 sites under consideration.

16 After having considered the state of the record  
17 before us now, we deny the Suffolk County motion to compel  
18 Mr. Rasbury to disclose the identification of the two  
19 sites under consideration, and we sustain LILCO's objection.

20 However, we note that there is a void in the  
21 record on this matter and that LILCO has not at this stage  
22 sustained its burden of proof that a relocation center has  
23 been designated. Therefore, by sustaining the objection  
24 and denying the motion to compel, the Red Cross may continue  
25 to negotiate without disclosure but the void in LILCO's

#10-13-SueTI

proof on this record remains.

That completes our ruling.

BY MR. MILLER: (Continuing)

Q Would the panel please look at the sentence beginning at the bottom of Page 15 and continuing over to 16 where it says that LILCO will provide monitoring and decontamination of the designated center or centers and will obtain agreements specifically allowing LILCO to perform monitoring and decontamination at the facilities in response to a Shoreham emergency.

I take it from this statement that LILCO intends to provide monitoring and decontamination at the facility or the facilities the Red Cross is now negotiating with; is that correct?

A (Witness Weismantle) That's right, assuming those negotiations are successful.

end #10 17  
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Sim 11-1

1 Q And at this time, Mr. Weismantle, LILCO has  
2 not agreement to use such facilities for monitoring or  
3 decontamination, correct?

4 A (Witness Weismantle) That is right.

5 Q Would LILCO, assuming the Red Cross is successful,  
6 then seek to obtain agreements with the same facilities for  
7 use specifically for monitoring and decontamination?

8 A That is right. That is what the sentence says  
9 in our testimony.

10 Q Mr. Rasbury, the Red Cross, your Chapter, does  
11 not intend to work with LILCO in this regard; isn't that  
12 correct?

13 A (Witness Rasbury) Do you mean in the securing  
14 of the agreements? I am not quite sure what you mean.

15 Q The securing of agreements regarding monitoring  
16 and decontamination. Does the Red Cross intend to work  
17 with LILCO in that regard?

18 A We will coordinate. By that I am saying we are  
19 not going to meet with the same people at the same time. I  
20 will have my people meet with individuals to secure the  
21 facility for what I want done and let it go at that and  
22 will allow or get out of the way of LILCO's coordinating  
23 with them for their uses.

24 Q Let's assume that you get your agreements with  
25 the facilities, at that point as far as you are concerned,



Sim 11-2 1

2 you are through and any agreements obtained by LILCO  
3 regarding monitoring and decontamination, that is LILCO's  
4 concern, correct?

5 A Correct.

6 Q Mr. Rasbury, in your negotiations with the two  
7 facilities that we have discussed, have you told the  
8 facilities that LILCO intends to use those facilities to  
9 perform monitoring and decontamination of evacuees?

10 A No, that is not my business. My business is  
11 to tell them what I want the facility for and LILCO, when  
12 it coordinates with them, will tell the owners of the  
13 facility what they want the facility for.

14 Q Mr. Rasbury, with respect to monitoring and  
15 decontamination you would require that evacuees be monitored  
16 and, if necessary, decontaminated before evacuees would  
17 be sent to any of the shelters that are set forth on the  
18 list attached to your July 25th letter?

19 A That is absolutely correct.

20 Q Mr. Weismantle, I apologize if I am repeating  
21 myself. Is LILCO at this time engaged in any discussions  
22 of any kind regarding the use of facilities for monitoring  
23 and decontamination purposes?

24 A At this time we don't have active discussions.

25 Q Well, do you have some discussions?

A We are discussing it internally.

Sim 11-3 1

2 Q You mean within LILCO there are discussions  
3 going on with respect to the propriety and the appro-  
4 priateness of various facilities?

5 A We have had certain discussions internally,  
6 yes.

7 Q Describe for me the discussions you have had.

8 A (Witness Robinson) The thrust of the discussions  
9 have been mainly with counsel and have dealt with the  
10 requirements that would be required in terms of the  
11 agreements, what we have to have covered in the agreements,  
12 drafting agreements, and until the Red Cross has made a  
13 determination, we are kind of waiting on the Red Cross at  
14 this point, but we have been having internal discussions and having  
15 discussions within LERIO about the requirements for pro-  
16 viding for monitoring and decontamination in terms of  
17 personnel, equipment and so on. But, aside from that, that  
18 just about covers it I think.

19 Q Is it fair to say that at this time LILCO does  
20 not intend to seek agreements with any facilities for  
21 monitoring and decontamination purposes other than the  
22 facilities which Mr. Rasbury may obtain agreements with?

23 A No, I wouldn't say that.

24 Q So you are contemplating using monitoring and  
25 decontamination facilities other than the centers or center  
which is referenced on page 15 of your testimony?

Sim 11-4 1

2 A Well, the reason I can't answer you absolutely  
3 is that, as Mr. Rasbury made very clear, he has not even  
4 informed LILCO of all of his considerations. So it is  
5 very hard for us at this point to make that kind of final  
6 determination.

7 We are making sure that we are ready to move  
8 out very quickly and negotiate a contract and that at that  
9 point we can internally -- that we have cleared up all the  
10 questions that when we go out to discuss with somebody  
11 we can tell them very clearly and cogently exactly what  
12 we need and what we are looking for from them and in  
13 essence be able to move very quickly on signing a lease  
14 or contract or agreement.

15 We are doing all the preparation work that  
16 we possibly can do in-house prior to going out and seeing  
17 the owner of a facility.

18 Q Ms. Robinson, you said that internally you  
19 are working to clear up questions. What questions need  
20 to be cleared up?

21 A Well, you have to have drafts of contracts. I  
22 mean we have gone through this before and those are kinds  
23 of work that you can do now.

24 Quite obviously, because of what has happened  
25 in the past, we are going to seek a much more detailed  
and a very formalized agreement that will withstand

Sim 11-5

1 scrutiny rather than the more informal agreements that seem  
2 to be in place around other plants.

3 Q Let me try one more time. I think I understand,  
4 but to make sure, let's assume for the moment that  
5 Mr. Rasbury's negotiations with the two facilities are  
6 successful and he gets both facilities. Is there a possibility  
7 that LILCO would then negotiate not only with those two--  
8 same two facilities for monitoring and decontamination  
9 purposes, but with other facilities as well?

10 A No.

11 Q Mr. Rasbury, on page 16 of the testimony, the  
12 first full paragraph, there is a general description about  
13 how the Red Cross would coordinate the designation of  
14 additional shelters if that would be necessary during an  
15 actual emergency at Shoreham. Do you see that?

16 A (Witness Rasbury) Yes, I do.

17 Q Is it fair to say, Mr. Rasbury, that this approach  
18 would be more or less ad hoc where you, meaning the Nassau  
19 County Chapter, would figure as you go along whether persons  
20 need to be sent to additional shelters and, if so, which  
21 shelters they should be sent to?

22 A We rule out at this time -- my plans at this time  
23 do not involve doing any sheltering at the reception center.  
24 I will be clearing them through there and send them to  
25 shelters that I have opened as I hope them, and I would be



11-7

1 giving consideration to quantity -- I am sorry, I should  
2 have said capacity of the different shelters that we have  
3 and when they near being filled, then I would divert them  
4 some place else. It would depend on what the road net  
5 was like, et cetera, as to where I would send them.

6 Q Yes, sir. What I am asking is referring to the  
7 places, the facilities where you would send evacuees to  
8 be sheltered, is it fair to say that the approach described  
9 on page 16 is a more or less ad hoc approach which means  
10 that at the time of the emergency you would need to figure  
11 out as you go along whether persons need to be sent to  
12 additional shelters from what you are calling the reception  
13 centers and, in fact, which shelters they should be sent  
14 to? Is that something you would do at the time of the  
15 emergency as the need arose?

16 A I would say yes. I have a little difficulty  
17 with the term "ad hoc." It seems to suggest something  
18 that I am not terribly comfortable with, but I won't make  
19 a big issue of it.

20 Q At the bottom of the page, the last sentence,  
21 there is a reference to future revisions of the plan. It  
22 says that "Future revisions will be modified to reflect  
23 the provisions of this revised testimony."

24 Mr. Weismantle, are you talking here about  
25 Revision 5 or revisions even subsequent to Revision 5?

Sim 11-8

1 A (Witness Weismantle) Whenever the plans solidify,  
2 it will be in the next revision.

3 Q Are you working on a Revision 5 now?

4 A Well, by definition we are up to Revision 4 and  
5 the next revision would be Revision 5.

6 Q And you already know certain changes you want to  
7 make in Revision 4; isn't that correct?

8 A Oh, sure.

9 Q Do you have any idea when we can expect the  
10 next revision?

11 A No, we haven't set on the date or established  
12 a time frame.

13 Q Ms. Robinson, I want to go back to something real  
14 quickly that we discussed earlier. St. Joseph's College  
15 at Patchogue, that is not either a State or County facility,  
16 is it?

17 A (Witness Robinson) No, it is not. I believe  
18 it is the Sisters of St. Joseph's.

19 Q And Dowling College is neither a State nor  
20 a County facility, is it?

21 A It is a private university.

22 Q Would you look at page 17 of the testimony.

23 Mr. Rasbury, here you have a discussion which  
24 talks about I guess the typical response that you believe  
25 exists during disasters within communities. Is that a fair

Sim 11-9

1 description?

2 A (Witness Rasbury) Well, this is a description  
3 of the reactions during the time of Hurricane Belle in  
4 August of 1976. This was a great learning experience  
5 and we have I think polished our procedures considerably  
6 since that time.

7 Q Mr. Rasbury, there was no concern by those  
8 facilities which were used to shelter the public during  
9 Hurricane Belle with radioactive contamination of the  
10 evacuees, was there?

11 A No, there was not.

12 Q And the facilities that were utilized during  
13 Hurricane Belle, is it fair to say that those facilities  
14 were from all over Long Island?

15 A In the main they were from the south shore of  
16 Long Island with one or two exceptions.

17 Q Is it fair to say that during that hurricane  
18 the objective was to get people away from the shoreline,  
19 to get people sheltered away from where the danger would  
20 be greatest to the shoreline and that persons in that regard  
21 were sent generally in all directions around the island?

22 A No, absolutely not, and before our lunch break  
23 I thought I made the point that we tried to -- when you  
24 asked about the first six shelters or whatever else -- no,  
25 we tried to choose shelters within reasonable proximity of

Sim 11-10 1

2 their homes so they wouldn't have to go too far away from  
3 home and yet can go far enough so as to be away from the  
4 ravages of the storm.

5 In other words, during this particular case during  
6 the hurricane you wanted to get to the closest high-water  
7 level place that you can, but people will not go too far  
8 away from their homes.

9 Q But in the case of Shoreham, Mr. Rasbury, you  
10 are going to be sending people to Nassau County which for  
11 some people within the EPZ it could be what, it could be  
12 40 or 50 miles from their homes?

13 A I am not going to send anybody away from their  
14 homes like that. I am going to deal with the people who have  
15 already crossed the east-west Suffolk County/Nassau County  
16 border.

17 Q You understand that it is LILCO's intent though  
18 under this revised testimony that people will be sent if  
19 they want shelter and need shelter west to Nassau County  
20 and in some cases that could be 40 or 50 miles from their  
21 homes; isn't that correct?

22 A All right.

23 Q Now tell me, do you know how far it is to the  
24 Nassau County line from the Shoreham plant? It is over  
25 30 miles, isn't it?

A I would have to measure. I really don't know.



Sim 11-11

1 Q Does anyone know on the panel?

2 A (Witness Weismantle) It is approximately 30 miles,  
3 30 to 32 or 33 miles.

4 Q And if that is the case, Mr. Weismantle, it  
5 would be approximately 40 to 45 miles for some persons  
6 to the east end of the EPZ to get to the Nassau County line,  
7 correct?

8 A Yes, in the extreme.

9 Q And, Mr. Rasbury, you have concerns that persons  
10 will not want to go that far from their homes?

11 A (Witness Rasbury) It is not a concern. I do  
12 not believe that people will take off in great high numbers  
13 and charge westward out of Suffolk County and into Nassau  
14 County and beyond. I certainly think that there will be  
15 some. I think that the number that has been used in  
16 planning, 34,000 I think it is, is way in excess of what  
17 will actually occur.

18 It is my experience that people will move just  
19 outside of a danger area and hang pretty close to the  
20 periphery of that area. I believe from my dialogue I have  
21 had with Mr. Nocher and what my past experience has been  
22 that the bulk of these people will be hanging pretty close  
23 into the Suffolk County area.

24 There will be some coming west, and for those  
25 who come west I am prepared to take care of them, and I

Sim 11-12 1

can't tell you what that number is by any means.

2 Q Under the current intent of LILCO, Mr. Rasbury,  
3 persons who would seek shelters under this plan would be  
4 generally sent to the west to your county, correct, to the  
5 west from the plant from the EPZ?

6 A The answer is yes.

7 Q Mr. Rasbury, the Nassau County Chapter of the  
8 Red Cross has never responded to a radiological emergency,  
9 has it?

10 A Not yet.

11 Q Mr. Rasbury, on page 18 of the testimony you  
12 mention that the Red Cross will provide a representative  
13 at the LERO EOC. Do you see that?

14 A Yes.

15 Q Do you know where the EOC will be located?

16 A Brentwood.

17 Q Brentwood is in Suffolk County, isn't it?

18 A It is.

19 Q Are you saying that you would then send a repre-  
20 sentative of your Chapter across the county line?

21 A I believe this will be staffed by a member of the  
22 Suffolk County Red Cross.

23 Q What is the basis for your understanding in that  
24 regard?

25 A Ms. Nocher's statement to me that they will

Sim 11-13

1 respond to a real emergency there and the fact that she  
2 and her staff have been featured prominently in the LERO  
3 video tape in how they would react to it. She knows the  
4 pian and I have absolutely no reason as of my dialogue  
5 with her in July, I have no reason to believe that she will  
6 not fulfill her responsibility.

7 Q Has Ms. Nocher told you that she will send a  
8 representative of her Chapter to the LERO EOC in Brentwood?

9 A She told me she will do her job.

10 Q Did she tell you that she would send a represen-  
11 tative to the EOC in Brentwood in the event of an emergency  
12 at Shoreham?

13 A No, she did not.

14 A (Witness Robinson) She has told that to me  
15 though. We have discussed that specific item and she has.  
16 We even have discussed what her physical requirements would  
17 be there in terms of records and telephones and that was  
18 part of the discussion when she was issued the beeper.

19 Q Ms. Robinson, Ms. Nocher has told you a number  
20 of things from your testimony today. Again, I ask you is  
21 any of this in writing?

22 A If it was in writing, I wouldn't say she had  
23 told me, and obviously, you know, that is a very specific  
24 thing. She has told me that. We have had numerous discus-  
25 sions as part of the planning basis.

Sim 11-14

1 Q Let me ask any of the LILCO witnesses. I am  
2 looking at Answer 17. I gather that none of you are  
3 sociologists or psychologists or knowledgeable about human  
4 behavior during emergencies; is that a fair statement?

5 A I think we have made it very clear we are relying  
6 on other experts and not on our own knowledge.

7 Q Are you relying for your answer to Question 17  
8 on anything not mentioned in your answer, any studies of  
9 any kind not mentioned in your testimony?

10 A (Witness Weismantle) Well, yes. The Hans and  
11 Sell is a review of all the literature and studies on  
12 evacuations and disaster response, evacuation specifically.  
13 So to the extent that that is a compendium of the knowledge  
14 in the area, it goes beyond just a few references that are  
15 here.

16 I think we have also in the fairly distant past  
17 now have had discussions with Mileti and perhaps Steins about  
18 the general subject and feel comfortable with our assumption,  
19 and those people of course are experts in human behavior  
20 in disasters.

21 A (Witness Robinson) Also, the Mississauga informa-  
22 tion is based on the report, the final report that was  
23 issued by the Solicitor General of Ontario, Canada.

24 Q Would you look at page 20 of your testimony.  
25 There is a statement there that says that LILCO is planning



Sim 11-15 1

2 for 20 percent of the EPZ population in obtaining relocation  
3 centers, which is about 32,000 people.

4 Mr. Rasbury, assuming that 32,000 persons is  
5 a reasonable number for use in planning, it is fair to  
6 say, isn't it, that the Nassau County Chapter of the Red  
7 Cross has never had to provide shelter for anywhere near  
8 this many number of persons, correct?

9 A (Witness Rasbury) That is correct.

10 Q Could you tell me the largest number of persons  
11 you have provided shelter for? Would it be the 3,000 during  
12 Hurricane Belle?

13 A That is also correct.

14 Q And, Mr. Rasbury, I think you told me at your  
15 deposition that the longest period of time you have ever  
16 personally been involved with in sheltering of the public  
17 in your capacity with the Red Cross was approximately 36  
18 hours?

19 A Correct.

20 Q Look at page 21 of the testimony, please.

21 Does the panel agree with me that under NUREG  
22 0654 the location of Suffolk County Community College is  
23 unsuitable because of its proximity to the Shoreham plant?

24 A (Witness Weismantle) Well, NUREG 0654 if you  
25 are talking about the distance does indicate the relocation  
centers to be at least 15 miles from the plant and

Sim 12-16 1

2 preferable 20 miles. However, and I am not sure it is  
3 reflected in this testimony or the previous version, it  
4 indicates there was quite a bit of discussion about the  
5 location of the initial three centers, Suffolk County  
6 Community College and SUNY at Stone Brook in particular.  
7 Between the County's planners and the State and FEMA got  
8 into the act, and the conclusion reached was that the  
9 benefits that these centers that were closer than the 15  
10 miles had, the beneficial attributes they had as relocation  
11 centers outweighed the disadvantage as regards their  
12 location relative to the plant.

13 So I don't think it is correct to say that their  
14 location is inconsistent with the spirit of NUREG 0654.

15 Q Mr. Weismantle, you would agree, wouldn't you,  
16 that Suffolk County Community College is less than 15 miles  
17 from the Shoreham plant?

18 A Yes, Suffolk County Community College itself.

19 Q And would you agree with me that the State  
20 University of New York at Stone Brook is less than 15 miles  
21 from the Shoreham plant?

22 A Yes. Let me just qualify that. I have a  
23 recollection that possibly part of the campus is 15 miles  
24 or beyond, but the bulk of it is clearly 15 miles.

25 Q Look at page 22 of the testimony, please.

To make sure we are clear, where you say about

12-17

1 four lines from the top that LILCO, in your opinion, meets  
2 the guidelines of NUREG 0654 because, one, the center or  
3 centers that are to be listed in the LILCO plan and in  
4 information distributed to the public will be in Nassau  
5 County, I take it that you are there referring to the same  
6 centers which Mr. Rasbury is negotiating at the present  
7 time and the same centers which you refer to on page 15  
8 of your testimony, correct?

9 end Sim  
10 Joe fols

A That is right.

1           Q        Would you look at page 25 of the testimony,  
2 beginning actually on page 24, you have a list of factors which  
3 you set forth. You say, one, no centers will be designated  
4 primary or secondary. That is in your future changes to  
5 the plan.

6                    Two, all facilities listed in the public information  
7 brochure will have monitoring and decontamination capability,  
8 and three, evacuees would be sent to additional centers only  
9 after having been monitored and if necessary, decontaminated,  
10 do you see that?

11           A        (Witness Rasbury) I see that that is testimony  
12 offered by the LILCO representatives, not by me.

13           Q        Let me talk to the LILCO witnesses. You are  
14 right, I am sorry. With respect to this third factor, that  
15 evacuees would be sent to additional centers only after having  
16 been monitored and if necessary decontaminated, this assumes  
17 that all evacuees would go to the monitoring and decontamination  
18 facilities, which LILCO has yet to identify, before going to  
19 any of the shelters Mr. Rasbury would provide, correct?

20           A        (Witness Weismantle) That is correct.

21           Q        Now, what if the evacuees would go directly to  
22 the shelters, and bypass the monitoring and decontamination  
23 facilities?

24           A        They would be sent back. I don't know how they  
25 would go directly, because they would have no fore knowledge



1 where these shelters were, but if by chance somebody wandered  
2 in, the Red Cross would send them to the initial center, where  
3 we would be doing monitoring and decon.

4 Q Are you going to have monitoring and decontami-  
5 nation equipment and personnel at the centers Mr. Rasbury  
6 would man, where evacuees would be sheltered?

7 A No, that is not our intent, no.

8 Q So if someone wandered in to one of the shelters  
9 manned by Mr. Rasbury's personnel, how would you determine  
10 whether that person had been monitored, and if necessary,  
11 decontaminated?

12 A We would be providing the people who had been  
13 processed through the reception center and monitored and  
14 decontaminated if necessary with a clean tag that would  
15 identify the fact that they had been processed through  
16 there.

17 So that a person showing up at a shelter who  
18 had not gone through that processing would have no tag, and  
19 therefore be easily identifiable.

20 Q And you are saying that anyone who would show  
21 up without this clean tag, as you say, would be sent back  
22 to where you are providing the monitoring and decontamination  
23 functions?

24 A Yes. The Red Cross would do that.

25 Q What happens, Mr. Weismantle, if evacuees

12-3-Wal

1 bypassed the entire system. That is, they don't go to your  
2 monitoring and decontamination locations, and they don't  
3 go to the shelters. They just simply head west.

4 A Well, that would be perfectly fine under most  
5 circumstances. In the unlikely event that there was a  
6 particulate release and there was evidence that certain  
7 limited areas -- from certain limited areas had possibly  
8 been contaminated, we would, through the EBS system, request  
9 all of those evacuees to go through the reception center for  
10 monitoring and decontamination, but that would be an unusual  
11 case.

12 The usual case would be just those people who  
13 either didn't have their own transportation, or had their  
14 own transportation and didn't have shelter, would be the  
15 ones that showed up at the reception center.

16 Q Do you have a proposal, or has LILCO considered  
17 proposals for providing monitoring and decontamination of  
18 evacuees at some time prior to the time they reach Nassau  
19 County and if things work out for LILCO, the facilities Mr.  
20 Rasbury is now negotiating with?

21 A Original proposal we wished to do that in  
22 Suffolk County, but for reasons that have been gone into  
23 quite lengthy, they haven't worked out.

24 Q Let me ask you, Mr. Weismantle, does LILCO intend  
25 to advise all evacuees to go to the centers Mr. Rasbury is

1 now negotiating with for monitoring and decontamination, or  
2 does LILCO intend only to advise evacuees needing shelter to  
3 go to the centers Mr. Rasbury is now negotiating with?

4 MS. McCLESKEY: I object to the question as  
5 vague, if it does not indicate whether there has been a  
6 release or not.

7 MR. MILLER: Let's assume a release, Judge  
8 Laurenson.

9 WITNESS WEISMANTLE: If there has been a release,  
10 and there is evidence that there have been particulates  
11 released, that is that there is the possibility that  
12 contamination may have occurred to some people, we would  
13 advise those who would have been subject to possible  
14 contamination to go to the smelter -- excuse me -- the  
15 reception center first for monitoring and decontamination,  
16 but if there has been no release or if there has been a  
17 release that clearly was a gaseous release, it would only  
18 be those people who needed shelter who would go to the  
19 reception center and be processed through there.

20 Q Mr. Weismantle, assuming a release and possibility  
21 of contamination, what you are telling me is that -- and  
22 assumign the worse case, evacuation of the entire ten mile  
23 EPZ -- that there is a possibility that as many as 160,000  
24 persons could be sent to the two facilities Mr. Rasbury is  
25 now negotiating with to be monitored and, if necessary,

12-5-Wal

1 decontaminated.

2 A I think you are talking about something that  
3 is far, far less probable than even the very, very improbable  
4 situation that I think we have discussed many times before  
5 as being improbable of the need to evacuate the full ten  
6 mile zone.

7 Because you are talking about another criteria,  
8 which is in fact that there has been a particulate release,  
9 and in fact, some how that particulate release basically went  
10 over the full ten mile zone, which is another matter beyond  
11 just simply a gaseous release, and the extent of the effect  
12 of that release. I think Dr. Cordaro would like to elaborate.

13 Q Let me just repeat my question, and make sure  
14 my question is understood. Isn't there that possibility that  
15 you might be directing the entire population of the EPZ to  
16 these centers for monitoring and decontamination?

17 A (Witness Cordaro) It is a very, very remote  
18 possibility, bordering on impossibility, considering how  
19 such an accident would take place. The probability of an  
20 accident taking place.

21 Even in that remote possibility, it is always  
22 possible as far as decontamination is concerned, to take  
23 ad hoc measures which wouldn't be desirable in the real world  
24 or the perfect world. People could be advised to discard  
25 their clothes at first opportunity. Take a shower. Take steps



1 such as that to reduce their potential for radioactive  
2 -- exposure to radioactive material. That is not the desirable  
3 course or the optimal situation, but it is always possible.

4 As far as 160,000 people needing decontamination,  
5 that is essentially an impossibility in my mind.

6 Q Not just decontamination, Dr. Cordaro, and  
7 monitoring.

8 A And monitoring.

9 Q Mr. Rasbury, could you tell me approximately  
10 when you were asked to testify before this Board?

11 A (Witness Rasbury) I am not exactly sure, but it  
12 was within the month.

13 Q And when you were asked to testify, Mr. Rasbury,  
14 that was the first time LILCO had asked you to do so, is that  
15 correct?

16 A Yes, I was just asked once.

17 Q And is it fair to say, Mr. Rasbury, that with the  
18 exception of, perhaps, preparation for testimony today, your  
19 conversations with LILCO have been with respect to Nassau  
20 County chapters willingness to provide relocation centers, and  
21 the resources available to your chapter in doing so?

22 A Yes.

23 Q Now, Mr. Rasbury, earlier today you told me that  
24 you have glanced at the LILCO plan. It is fair to say you  
25 haven't really read the plan or reviewed the plan or the

1 procedures at this time, correct?

2 A I have not.

3 Q And have you read Mr. Rasbury -- have you read  
4 the entire piece of LILCO testimony, the 25 pages?

5 A I did not.

6 Q You read those portions attributed to you?

7 A And I took careful measures to read that  
8 pertaining to me, and not involve myself in others testimony.

9 Q Prior to the time, Mr. Rasbury, that your testimony  
10 was prepared and submitted to this Board, it is fair to say  
11 that you have not read Contentions 24.0, 74, or 75, correct?

12 A That is correct.

13 Q Mr. Rasbury, have you advised or informed the  
14 National Headquarters of the Red Cross of your participation  
15 here today?

16 A I have not.

17 Q Is the National Headquarters of the Red Cross  
18 aware of your participation in giving testimony to this  
19 Board?

20 A Well, since I haven't told them, someone else  
21 would have had to, and I am not aware of that. I point up  
22 to you, however, that I do not believe that is necessary.  
23 I am, by virtue of my position, a spokesman for the corporation'  
24 policies. I do not make policy for the corporation, but I  
25 along with the other approximately three thousand chapters

1 implement policy already established by the American Red  
2 Cross, and I am not sitting here telling you anything that is  
3 different at all from National Red Cross policy.

4 I implement policy, specifically, in the Nassau  
5 County community, because I have hired to do that exactly.  
6 But any policy that I make, or my Board makes, has only to  
7 do with implementation of existing National Red Cross policy.

8 So, therefore, there is no requirement on my part  
9 to seek permission or to advise people at the National Head-  
10 quarters, in my perception.

11 Q Did you ever consider seeking their permission?

12 A I thought about it, absolutely. I don't just  
13 go through things in a fog. I thought: Gee, should I do  
14 this? And I said: Well, give them -- having thought to  
15 myself what I just said to you -- I thought then it wouldn't  
16 be necessary, and then did not.

17 Q Mr. Rasbury, you have heard me mention today  
18 NUREG 0654, and I think I mentioned that to you at your  
19 deposition. It is fair to say, isn't it, that you are not  
20 familiar with the regulatory requirements followed by the  
21 NRC and this Board, nor with NUREG 0654 or other guidelines  
22 which govern issues such as the relocation center issues  
23 before the NRC?

24 A That is correct.

25 Q I meant to ask earlier, Mr. Rasbury, could



1 you look quickly at page 3 of your testimony.

2           There is a statement, the second sentence of the  
3 second paragraph: Under my direction, our chapter -- referring  
4 to the Nassau County chapter -- is prepared to implement plans  
5 and policies relating to the mitigation of suffering caused  
6 by disasters, natural or man-made.

7           Do you see that?

8           A       Yes.

9           Q       Are you referring there to Red Cross plans, or  
10 the plans of others?

11          A       I am talking about Red Cross plans. I am going  
12 to implement the plans that have been developed throughout the  
13 American Red Cross. And that is lifted, by the way, from the  
14 Red Cross mission statement.

15          Q       I just want to clarify that you were referring  
16 to Red Cross plans there, and not the LILCO plan.

17          A       No, Red Cross plans. Which is another reason  
18 why I didn't bother myself with these contentions and so forth.  
19 I am here to tell you what the Red Cross will do, given Red  
20 Cross mandate, et cetera.

21                 To the extent that dovails with another plan,  
22 that is fine, but that is not my primary purpose.

23          Q       Mr. Rasbury, do you have LILCO employees that  
24 serve on the Board of the Nassau County chapter of the  
25 Red Cross?



1           A       I have had. Not at this moment. LILCO through  
2 its retrenchment has withdrawn its support outside of -- you  
3 know, for agencies such as mine.

4                    But I have enjoyed their support over a great  
5 number of years.

6           Q       And with respect to various committees,  
7 steering committees, things of that sort, do you have LILCO  
8 employees that serve on those committees?

9           A       Not any longer.

10          Q       Not since the austerity program?

11          A       I had members on my Board of Directors. The  
12 past Chapter Chairman, in fact. But again, they have not  
13 been able to work outside of their -- (pause).

14          Q       Is it fair to say, Mr. Rasbury, that the  
15 Nassau County Government, Mr. Purcell, in particular, the  
16 County Executive, favors the opening of the Shoreham plant?

17                   MS. McCLESKEY: Objection. Relevance.

18                   MR. MILLER: Judge Laurenson, we have had a  
19 lot of implications and innuendos here that politics of  
20 Suffolk County Government are the reasons why these centers  
21 are being pulled, why these centers are not available to  
22 LILCO. It seems to me that what is fair for the goose is  
23 fair for the gander, and I am asking Mr. Rasbury now if he  
24 knows the position of the Nassau County Government, and if so,  
25 how that may affect his participation before this Board.

1 MS. McCLESKEY: I object to the question, because  
2 it is not relevant, and in addition, I cannot conceive that  
3 Mr. Miller can mean anything in his argument -- if Mr. Miller  
4 is arguing that it is not the position of Suffolk County that  
5 Shoreham should not open, I would be delighted to hear it.

6 MR. MILLER: That is not what I said, Judge  
7 Laurenson. We have had statements by witnesses such as Dr.  
8 Cordaro that these centers have been even coerced, in his  
9 opinion, into not making themselves available to LILCO.

10 MS. McCLESKEY: How is the Nassau County  
11 Government's position towards Shoreham, Judge Laurenson,  
12 pertinent to what Suffolk County has been doing.

13 JUDGE LAURENSON: Well, Nassau County has not  
14 entered an appearance in this case. No foundation has been  
15 established to make any connection between the Nassau County  
16 Government and the American Red Cross, or Mr. Rasbury. So  
17 I don't think there is any showing of relevancy.

18 The objection is sustained.

19 MR. MILLER: Excuse me, Judge Laurenson. I  
20 may be through. Judge Laurenson, the County has no further  
21 questions.

22 JUDGE LAURENSON: Mr. Zahnleuter?

23 CROSS EXAMINATION

24 BY MR. ZAHNLEUTER:

25 Q Mr. Rasbury, did you state earlier today that

1 absent an understanding with the Suffolk County Red Cross, you  
2 would not conduct activities within Suffolk County?

3 A (Witness Rasbury) I said that I would not.

4 Q If a particular building which might be suitable  
5 for relocation center were in Suffolk County, would you say  
6 that that building was beyond your jurisdiction?

7 A There might be one little catch to it, depending  
8 on where you are thinking.

9 Let me explain what I mean by that.

10 Q Can you answer it yes or no?

11 A I can, but it is going to require another question  
12 on your part. I am not trying to give you a hard time on  
13 this. What I am saying is there is an exception -- there  
14 is an extension of my jurisdiction into Suffolk County, into  
15 a certain area.

16 So, I am saying to you that depending on what  
17 you have got in mind, the answer may be yes, or may be no.

18 Q Does that exception deal with relocation centers?

19 A Only if one is in there. It has to do with my  
20 territory extending beyond the limits of Nassau County into  
21 Suffolk County, period.

22 Now, within that territory I could, perhaps,  
23 request the use of a facility, if that is what you are trying  
24 to ask.

25 Q Okay, where is that territory?

1           A       Farmingdale. In east Farmingdale. So much of  
2 the town of Babylon in Suffolk County, which includes the  
3 village of East Farmingdale, is part of the jurisdiction  
4 of the Nassau County chapter.

End 12.  
Sue fols.

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1 Q Whatever is in the village of East Farmingdale?  
2 And what's the basis for that assertion?

3 A The assertion? It was a request made by the  
4 Babylon Town Chapter, August the 1st, 1941, requesting the  
5 Nassau County Chapter to take over the Red Cross functions  
6 in East Farmingdale. Again, in December 1943, both the  
7 Babylon Town and Nassau County Chapters passed a joint  
8 resolution in effect ceding, if I can use that term,  
9 the village of East Farmingdale to the control of the Nassau  
10 County Chapter.

11 And in July 1944, formal approval to such action  
12 was given by the American National Red Cross. The resolu-  
13 tion reads: Resolved that the transfer of East Farmingdale  
14 bounded on the west by the Nassau County line, on the south  
15 by the Long Island Railroad Central Division extension,  
16 on the east by the new highway, and on the north by the  
17 Babylon Town line, from the Babylon Town Chapter of the  
18 American Red Cross to the Nassau County Chapter of the  
19 American Red Cross be approved.

20 In other words, I had jurisdiction throughout  
21 the Farmingdale proper and east Farmingdale even though  
22 it does lie within the geographical and, I should say,  
23 the political limits of Suffolk County.

24 Q Mrs. Robinson, I would like to go back to some  
25 discussion you had with Mr. Miller earlier today. And that

#13-2-SueT1

2 discussion centered around your knowledge of the June 21st  
3 letter from Dr. Cipriani.

4 And I believe you stated that you learned of the  
5 letter through counsel and that it was part of testimony;  
6 is that correct?

7 A (Witness Robinson) That's correct. As a  
8 matter of fact, I was at -- I learned of it, its existence  
9 on the telephone. I was attending a FEMA conference at  
10 West Point, a conference on emergency planning. I received  
11 a call. I spoke to Ms. McCleskey, and she informed me of  
12 the existence of the letters. I saw them when I returned.

13 Q And subsequent to that, you contacted Mrs. Nocher  
14 of the Suffolk County Red Cross?

15 A Yes, I did.

16 Q And that was a telephone conversation, I  
17 presume?

18 A That's correct.

19 Q What was the substance of that conversation?

20 A I asked -- as a matter of fact, my first question  
21 was asking her why she had not informed me of the existence  
22 of these letters since they were addressed to her and we  
23 had been in very close contact and had very frequent  
24 discussions. And that was when she said that she hadn't  
25 seen them yet, she would check her mail. She called me  
back.

#13-3-SueT1

2 Q And did she make any specific statements about  
SUNY-Farmingdale?

3 A The most -- she wondered why that letter was  
4 addressed to her instead of to Mr. Rasbury.

5 That's the only comment that I remember.

6 Q You are a sponsor of the June 15th testimony that  
7 LILCO submitted on relocation centers; isn't that true?

8 A I won't swear to the date. As I said earlier,  
9 I have rather lost perspective on time. But I have  
10 sponsored previous relocation center testimony, yes.

11 Q You did sponsor the second version in the  
12 series --

13 A I have appeared as a witness on all the relocation  
14 center testimony.

15 Q And isn't it true that in that testimony there  
16 is a statement that says: The Suffolk County Red Cross,  
17 therefore, has designated BOCES in Islip, SUNY-Farmingdale,  
18 St. Joseph's in Patchogue, and Dowling College in Oakdale  
19 as relocation centers if centers are needed during a  
20 radiological emergency at Shoreham?

21 A I don't have a copy in front of me, but that  
22 sounds very familiar, yes.

23 Q Now, Mr. Rasbury, again earlier today I think  
24 you stated that you became aware of the LILCO plan in  
25 January; is that a correct recollection?

#13-4-SueT1

A (Witness Rasbury) I'm not sure when it was.

2 It has been some time back. I really can't nail down when  
3 I first became aware of the plan.

4 You mean, the LERO plan itself, or those  
5 binders? What's your question?

6 Q At the time that Nassau County Red Cross entered  
7 into an agreement which is attached to your testimony with  
8 SUNY-Farmingdale, did you have any knowledge of the LILCO  
9 plan?

10 A Yes. Yes, I did know about it then.

11 Q And how did you become aware of the LILCO plan  
12 at that time?

13 A Well, I and some of my staff appear in the LERO  
14 training film. We had discussion with the Long Island  
15 Lighting Company as to what their plan would be and, of  
16 course, Red Cross in its role of response was -- I was  
17 asked: What would you do given a certain set of circum-  
18 stances. And I told them.

19 And then what happened ultimately was that a  
20 film was put together as a training device. So, I knew about  
21 it, and showed it -- I think I mentioned earlier today that  
22 I even showed this film to my staff.

23 That was the extent of the plan as I knew it.  
24 In other words, I did not have copies of the -- those hugh  
25 booklets at the time. But I knew of the plan to move from



#13-5-SueT1

2 those three centers, put people in the three centers in  
3 Suffolk County and the back-up at SUNY-Farmingdale. And,  
4 of course, I obviously had to be prepared to host anybody  
5 from the Suffolk County community that might use Nassau  
6 County as a thoroughfare to get to wherever else they wanted  
7 to go.

8 Either host them there or to, you know, provide  
9 for them as they went through.

10 Q Would you take a look at Attachment 4 to  
11 your testimony?

12 A (The witness is complying.)

13 Q This is the Statement of Understanding between  
14 the State of New York and the American National Red Cross.

15 A All right.

16 Q And would you look at Page 3? Would you agree  
17 that the top paragraph is the portion that is specifically  
18 applicable to a possible radiological accident at Shoreham?

19 A Yes.

20 Q And do you think that this agreement would be  
21 applicable and binding upon your local Chapter of the Red  
22 Cross?

23 A Absolutely.

24 Q Are you aware of the existence of any National  
25 Red Cross policy concerning this Statement of Understanding  
with the State of New York?

#13-6-SueTl

2           A       This becomes policy. The gentleman whose  
3 signature is on here, Albert Brown, is a -- where it says,  
4 Manager, Eastern Field Offices -- his new title, by the way,  
5 is Vice President, General Manager of the American Red  
6 Cross, and he is in charge of Red Cross operations throughout  
7 the eastern seaboard. Actually heading as far west as Ohio  
8 down to Louisiana and that area, and all the way up to the  
9 northeast. He is operationally Mr. Red Cross for the entire  
10 eastern seaboard.

11                       So, if he has entered into this agreement with  
12 Mr. Cuomo, you darn right, this is policy.

13           Q       Other than this Statement of Understanding, are  
14 you aware of any subsequent memoranda that may have  
15 described the meaning and ramifications of this Statement  
16 of Understanding?

17           A       I'm not -- I have no knowledge of other memoranda  
18 or other documents which is, of course, not to say that  
19 there aren't any.

20                       The object of the exercise here is to make  
21 sure that the Red Cross is involved in, and is the primary  
22 disaster response agency, the State of New York, elsewhere  
23 as well, of course, but this document speaks to the State  
24 of New York.

25           Q       If I told you that around the end of November  
of '83 a Mr. Scott Render issued a policy statement to

#13-7-SueTl

2 Key Resource Chapter Managers and Field Service Managers  
3 concerning this Statement of Understanding, would you  
4 be surprised at that?

5 A No.

6 Q If I showed you a copy of that, would that  
7 refresh your memory?

8 A It certainly might. By the way, Mr. Render  
9 works for Mr. Brown. But, go ahead. I would like to see  
10 that.

11 Q I will show you a copy of that document that  
12 I just referred to.

13 MS. MC CLESKEY: Mr. Zahnleuter, I would like a  
14 copy as well, please.

15 MR. ZAHNLEUTER: Sorry, I only have one copy.

16 MS. MC CLESKEY: Then, I object to any further  
17 questions on it if he can't distribute the thing to every-  
18 one.

19 JUDGE LAURENSEN: Can you make copies of it,  
20 or is it too lengthy?

21 MR. ZAHNLEUTER: We haven't taken a break all  
22 afternoon. It's only two pages. I suppose I could make  
23 a copy.

24 JUDGE LAURENSEN: All right. Let's take a  
25 ten minute recess now, and if you will make copies and  
distribute them, then we can pick up where we have left off

#13-8-SueTl

here.

2 MR. HASSELL: Judge Laurenson, if I may, and I  
3 would prefer to do it on the record. I would like to  
4 extend my apologies to the Board and parties for any  
5 inconvenience my misfortune today may have caused them.

6 (Whereupon, a recess is taken at 4:40 p.m.,  
7 to reconvene at 4:55 p.m., this same day.)

8 JUDGE LAURENSON: The hearing is back in session.

9 BY MR. ZAHNLEUTER: (Continuing)

10 Q Mr. Rasbury, have you had a chance to review  
11 the document which I just handed to you which we have  
12 marked for identification as New York State Exhibit 12?

13 A Very hurriedly, yes.

14 (The above-referred to document  
15 is marked as New York State  
16 Exhibit 12 for identification.)

17 Q Would you appreciate more time?

18 A It depends on what your question is going to  
19 be as to whether I will need more time.

20 Q Well, doesn't it appear to be similar in  
21 content to what is attached to your testimony as Exhibit  
22 3?

23 A Attachment -- I'm not sure you said what you  
24 meant to say. Attachment 4, do you mean?

25 Q No. I mean 3 which is entitled --

INDEXXX



#13-9-SueT 1

A The Suffolk County --

Q -- the Suffolk County Chapter --

A All right.

Q -- Emergency Response Plan.

JUDGE LAURENSEN: We can only have one person talking at a time.

WITNESS RASBURY: Are you asking me, is there a similarity between the document that Suffolk County gave marked as Attachment 3, and this one?

Is that what your question is?

BY MR. ZAHNLEUTER: (Continuing)

Q Yes.

A Well, yes, it is.

Q The only difference appears to be the heading in Attachment 3 to the testimony of Suffolk County Chapter and the heading in New York State Exhibit 12 is the American Red Cross?

A No, I see another difference right away. Paragraph 3 in Suffolk County, which is Attachment 3, is the definition of a disaster, and Paragraph 3 in the document you handed me is Responsibilities.

Q Do you see any other differences?

A (The witness is looking at a document.)

On the last page at the bottom, just above where it says "Authorities and Referencer" there is a Paragraph C

#13-10-SueT

2 in here in Attachment 3 that does not exist in this docu-  
3 ment.

4 Q On Page 2 of New York State Exhibit 12, doesn't  
5 it state that in an emergency response the American Red  
6 Cross will conduct mass care shelter and feeding operations?

7 A We are on Exhibit 4 now?

8 Q No. New York State Exhibit 12 --

9 MS. MC CLESKEY: Judge Laurenson, I have an  
10 objection, and that is that there is a Page 1 and 2 and  
11 a 1 and a 2 on New York 12, and I think we had better think  
12 of another way to designate the pages.

13 JUDGE LAURENSEN: Which Page 2?

14 MR. ZAHNLEUTER: I'm sorry.

15 BY MR. ZAHNLEUTER: (Continuing)

16 Q I meant Page 2 of the American Red Cross  
17 Emergency Response Plan, not Page 2 of the cover letter  
18 which is attached.

19 A Okay. Where it reads Emergency Response?  
20 Is that what you are asking?

21 Q Yes. Doesn't it state that in an emergency  
22 response the American Red Cross will conduct mass care  
23 shelter and feeding operations in centers and facilities  
24 designated in advance by the Office of Disaster Preparedness?

25 A That's true.

Q And, now to switch back to Attachment 4 of your

#13-11-SueT

2 testimony, specifically Page 3 which is the peacetime  
radiological emergency/nuclear accident section --

3 A Yes.

4 Q -- doesn't that section also have the same  
5 content and meaning?

6 A All right. Yes.

7 Q It also includes, the latter part, that arrange-  
8 ments will be worked out among the Office of Disaster  
9 Preparedness, the American Red Cross and officials or  
10 owners of the buildings?

11 A That's correct.

12 Q Have you notified the Office of Disaster  
13 Preparedness of your actions with regard to the relocation  
14 centers?

15 A Oh, yes.

16 Q You have? When have you made that notifica-  
17 tion?

18 A I don't know.

19 Q Was it --

20 A It's a routine sort of thing. Let me tell you  
21 that this is not limiting. I said this earlier. We are  
22 not limited to working on shelters and centers that are  
23 identified or designated in advance by the Office of Civil  
24 Preparedness. We do that, and we do the other. The shelters  
25 that I've got listed in my testimony, that is the letter

#13-12-Sueff

2 that I sent, the addenda to that, are shelters that we  
3 have arranged for for ourselves, have nothing to do with  
4 the Office of Civil Preparedness.

5 We advise them of what we have got and where we  
6 have got them. The Office of Civil Preparedness identifies  
7 public buildings -- and this is what this refers to, public  
8 buildings -- under the control usually of the county. And  
9 it is our agreement that we will staff those to some extent.

10 But I don't need -- I can function without having  
11 to work with the county, is what I'm saying. I have my  
12 own shelters, these that I have arranged for. But for  
13 clarity, I have to tell you that we certainly do work very  
14 closely with the Office of Civil Preparedness and the people  
15 there so they know the shelters we have available to them  
16 and they have public buildings that they would make available  
17 if we needed more shelter space, et cetera.

18 Q Mr. Rasbury, I think we have accidentally confused  
19 the record.

20 A Well, may be.

21 Q I'm referring to the State Office of Disaster  
22 Preparedness which is identified on Page 3 of Attachment 4  
23 to your testimony.

24 And my question would be, have the relocation  
25 centers that you have arranged for and that you have  
testified about today, been designated in advance by the



#13-13-SueT

State Office of Disaster Preparedness?

2           A       (The witness is reading a document.) I have  
3 had no liaison. I, meaning my chapter, has had no liaison  
4 with the State Office of Civil Preparedness. Nor, do I  
5 need any at this time.

6           Q       Again, you spoke of this State Office of Civil  
7 Preparedness and I think you meant the State Office of  
8 Disaster --

9           A       Disaster Preparedness, I'm sorry.

10          Q       -- Preparedness.

11                COURT REPORTER: Excuse me, I didn't get your  
12 answer.

13                WITNESS RASBURY: Disaster Preparedness is the  
14 correct answer.

15                BY MR. ZAHNLEUTER: (Continuing)

16          Q       Mrs. Robinson, again I would like to revisit  
17 something that you and Mr. Miller discussed earlier  
18 today. And that is the subject of the State University  
19 of New York at Stony Brook.

20                Do you see on Page 14 of your testimony the  
21 statement at the top of the page which says that -- well,  
22 it actually carries over from Page 13. The statement  
23 says, "LILCO more recently was informed by the Red Cross  
24 that the State University of New York (SUNY) at Stony Brook,  
25 which considered for several months..." et cetera?

#13-14-SueT1

A (Witness Robinson) Yes.

2 Q I would like to inquire about the basis of your  
3 knowledge concerning the statement about the fact that  
4 SUNY Stony Brook considered for several months whether to  
5 allow its facility to be used in the LILCO planning effort.

6 A It's based on information, verbal information,  
7 from both Mrs. Nocher and Mrs. Richardson of the Suffolk  
8 County Chapter.

9 Q And you have never spoken to that point directly  
10 with anyone from SUNY Stony Brook; is that correct?

11 A No.

12 Q Who have you spoken with?

13 A Mrs. Nocher and Mrs. Richardson.

14 Q Am I correct that you have never spoken to  
15 anyone at SUNY Stony Brook?

16 A On this topic --

17 Q On this issue?

18 A Specific issue, you are correct.

19 Q Did Mrs. Nocher or Mrs. Richardson identify  
20 the contacts that they had?

21 A They may have at the time. I do not remember  
22 any specific names. What I do remember is that they told  
23 me they had approached SUNY Stony Brook, there had been  
24 discussions.

25 They had been informed that the request was

#13-15-SueP

2

being forwarded to Albany for consideration, and then I got a call and I don't remember the exact time frame, saying that our request has been rejected.

3

4

Q You don't recall the exact time frame?

5

A No, I don't recall the exact time.

6

7

Q Is that reference to several months then something that Mrs. Nocher referenced?

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A No. What I'm saying to you is that over a period of several months, Mrs. Nocher had informed me that she had contacted SUNY Stony Brook and then either she or Mrs. Richardson informed me that the request had been forwarded to Albany. And at some time over this period, they informed me that the facility would not be available.

15

16

And without going back to a desk diary of some kind, I really can't give you anything more specific.

17

18

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21

Q Let's look at the second part of that statement. What's the basis for your understanding that SUNY Stony Brook indicated to the Red Cross that SUNY Stony Brook would not be available for use in LILCO's planning effort due to the State's political position?

22

23

A My discussions with the representative of the American Red Cross.

end #1324

Mary flws

25

Sim 14-1

1 Q And is the situation much the same as you have  
2 just described, namely, that you can't recall who it was  
3 at SUNY Stoney Brook that made these statements?

4 A (Witness Robinson) No, I cannot recall that.  
5 The information came through the Red Cross representatives  
6 who were negotiating.

7 Q Are you aware that SUNY Stoney Brook is 13 miles  
8 from the Shoreham power site?

9 A I am aware that portions of it may be as close  
10 as 13 miles and some of it is a little further, yes.

11 Q Was that ever of a concern to LILCO?

12 A It is an issue that was discussed at great length  
13 during the entire span of planning when the County was  
14 doing the planning and when LILCO was doing the planning.  
15 As Mr. Weismantle I believe explained earlier and as we have  
16 discussed at various times, we felt that the advantages  
17 of that facility in terms of its physical advantages over-  
18 came the objection to its closeness to the perimeter of  
19 the EPZ.

20 It is substantilly outside the EPZ. It is just  
21 within FEMA guidelines, or I should say it is outside the  
22 FEMA perferred guidelines, but it is outside of the EPZ.

23 Q Do you know if anyone from SUNY Stoney Brook  
24 discussed the location with respect to the power plant with  
25 the Suffolk County Red Cross?



Sim 14-2

1 A No, I do not. That was never mentioned to me  
2 as an issue.

3 Q It was never mentioned to you by your contacts  
4 with the Suffolk County Red Cross?

5 A That is correct. At that point location was  
6 never discussed.

7 Q Mr. Rasbury, can you tell me why it is that  
8 the Red Cross does not become involved in radiation  
9 monitoring and decontamination?

10 A (Witness Rasbury) I don't want to sound facetious,  
11 but why reinvent the wheel? Why do something that somebody  
12 else is doing? Our business we are good at in running  
13 centers and shelters and taking care of the people. If  
14 there is someone available who knows and is already trained  
15 in doing monitoring and doing decontamination, which I know  
16 of my other experience to take some kind of knowledge, some  
17 special knowledge, why should I get involved in that?

18 I will have all I can do to run the number of  
19 shelters over a 24-hour period that I have available.

20 Q Do I take it that your staff of your Chapter  
21 of the Red Cross have no expertise in radiation monitoring  
22 and decontamination?

23 A There is no one on my staff that I know that  
24 knows as much about it as I do, and that is not enough to  
25 do the job you are talking about.

Sim 14-3

1 Q Again, Ms. Robinson, I have another question that  
2 I would like to ask you concerning something that came  
3 up earlier today and if you could answer yes or no, please.  
4 Has LILCO decided not to rely on Dowling College and  
5 St. Joseph's College as relocation centers?

6 A (Witness Robinson) I am afraid I can't answer  
7 that yes or no unless we redefine some terms.

8 Q Is it the term "relocation center" that is  
9 troubling you?

10 A It is "relocation center" and "reliance."

11 MR. ZAHNLEUTER: I have no other questions.

12 JUDGE LAURENSEN: Mr. Hassell?

13 MR. HASSELL: The staff has no questions.

14 JUDGE LAURENSEN: Ms. McCleskey?

15 REDIRECT EXAMINATION

16 BY MS. McCLESKEY:

17 Q Mr. Weismantle, Mr. Miller asked you earlier  
18 whether you agreed or disagreed with the numbers for the  
19 populations of certain zones that are given in Contention  
20 24.0 and you explained that you would have to go back and  
21 look at the plan and consult with Mr. Lieberman to answer  
22 him.

23 Have you done that now?

24 A (Witness Weismantle) Yes, I did that.

25 Q Could you answer his question?

INDEXXXXXX

Sim 14-4

1           A       Yes, I can answer it now. As I go back and look  
2 at the contention as written by Suffolk County and went  
3 back and looked at previous versions of the plan, Rev. 0  
4 through Rev. 4, it appears as though an arithemtical error  
5 was made by Suffolk County in counting up the population,  
6 the permanent population and the summer population of zones  
7 A through E and H through J.

8                   The actual numbers in those zones which would  
9 be zones that in the original plan had Suffolk County  
10 Community College designated as a relocation center add  
11 up to about 20,396 instead of 18,599 for the permanent  
12 population and 28,371 instead of 26,574 for the summer  
13 population.

14                   In addition to that, the contention has another  
15 shortcoming in that our plan also included zones F-1 and  
16 F-2 to go to Suffolk County Community College, and that is  
17 approximately another 8,000 permanent population and 10,000  
18 transient population above and beyond the numbers I just  
19 recited.

20           Q       Mr. Rasbury, Mr. Miller gave you a hypothetical  
21 earlier today and asked you to assume that the Red Cross  
22 would not respond by providing relocation centers, and then  
23 asked whether LILCO had any other way of providing relocation  
24 centers.

25                   Do you think it is likely that the Red Cross

Sim 14-5 1

would not respond by providing relocation centers?

2           A       (Witness Rasbury) I don't think it is at all  
3 likely. The Red Cross, as I indicated earlier, has been  
4 doing its job for 103 years and I see no reason for it not  
5 to.

6                    If people are displaced and in need of shelter,  
7 the American Red Cross, the Corporation without regard to  
8 my chapter or the other chapters adjacent here will respond  
9 as a corporation.

10           Q       Do you recall the discussion you were having  
11 regarding the agreement between New York State and the  
12 American Red Cross?

13           A       Just a few moments ago?

14           Q       Yes.

15           A       Yes.

16           Q       Does the agreement limit your response in any  
17 way in the State of New York?

18           A       It does not limit it.

19           Q       If the agreement did not exist, would you still  
20 respond to emergencies in the State of New York?

21           A       I certainly would.

22           Q       Mr. Rasbury, in the context of providing relocation  
23 centers for the LERO plan, what do you mean when you say  
24 that you are serving as backup to Suffolk County Red Cross?

25           A       Well, first off, Red Cross in Suffolk County



Sim 14-6

1 of course is the host county. But what I am talking about  
2 there is that we would take on from the time of the initial  
3 alert certain planning operations. They would be identifying  
4 certain personnel, be put on a standby situation, we would  
5 make sure that we have people available to operate reception  
6 centers and congregate care centers should they be necessary  
7 and that we have got the vehicles available to us and that  
8 other supplies are on hand and we will be in a state of  
9 readiness. We will be prepared to backup any activity that  
10 takes place that could have an impact in my territorial  
11 jurisdiction.

12 As a situation would deteriorate or develop,  
13 if you wish, I would be prepared to upgrade that readiness  
14 and to receive individuals who might come into my territory  
15 for congregate care of other assistance.

16 Q Could you provide shelter for 32,000 people if  
17 you had to?

18 A Not from my own resources, but with the resources  
19 of the rest of the Corporation, adjacent Chapters and  
20 with the weight of the full Red Cross, the answer is yes.

21 Q Could you provide shelter for more than 36 hours  
22 at a stretch if you had to?

23 A We could do it for months if we had to.

24 Q Now you will recall that we discussed agreements  
25 between the Nassau County American Red Cross and the

Sim 14-7

1 facilities that are listed in Attachment 1 to the testimony.  
2 Do you recall that?

3 A Yes, I do.

4 Q And Mr. Miller asked you whether the agreements  
5 had been given to him and you suggested that you didn't  
6 know about that. Do you remember that?

7 A I do.

8 Q Do you recall whether agreements between your  
9 Red Cross Chapter and the facilities that were given to  
10 Suffolk County?

11 A I am glad this came up because I understood  
12 from the question initially asked, it was my impression  
13 that we had given or provided plans and agreements to  
14 Suffolk County Red Cross, not to Suffolk County, and when  
15 the question about providing them to -- and I had to  
16 understand why they would need them in Suffolk County Red  
17 Cross, which is the way I reacted.

18 I do recall our having a discussion earlier  
19 before the deposition time about making available to the  
20 counsel for Suffolk County the agreements we have with our  
21 shelters, and I can tell you that I did not agree at first,  
22 but subsequently thought better of it and made those  
23 available to you to be passed on to the County counsel.

24 Q So the agreements were given to counsel for  
25 Suffolk County with your permission?

Sim 14-8 1

A Yes, absolutely.

2

MS. McCLESKEY: I have no further questions.

3

Oh, I beg your pardon, I have one more question.

4

BY MS. McCleskey:

5

Q Mr. Rasbury, the County asked a great many

6

questions of you today and the other members of the panel

7

about what facilities would be available in a radiological

8

emergency at Shoreham.

9

What is your opinion as to whether the people in charge of facilities would be willing to make them available if there were a real emergency at Shoreham?

10

11

12

MR. MILLER: Objection, Judge Laurenson, that question is vague and confusing.

13

14

JUDGE LAURENSON: Overruled.

15

WITNESS RASBURY: It is my opinion, based on my experience, that the people, the American people, not limiting it at all to Nassau County or Suffolk County or anywhere else, that given an actual emergency of some kind will rally to that emergency and that considerations of -- political considerations will not enter into it at all.

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21

I believe that should we have a problem, that all we need do is ask, and we probably won't have to ask everyone, and facilities, if we need them, will be made available to us. I have every confidence of that.

22

23

24

25

MS. McCLESKEY: Thank you very much.

Sim 14-9

1 Judge Laurenson, I have no further questions.

2 JUDGE LAURENSON: I have a question on clarifica-  
3 tion for Mr. Rasbury.

4 BOARD EXAMINATION

5 BY JUDGE LAURENSON:

6 Q I understood that you just answered one of  
7 Ms. McCleskey's questions to the effect that if you had  
8 to shelter 32,000 people that the Nassau County Red Cross  
9 wouldn't on its own be able to do that, but would have to  
10 seek help from some other Chapters.

11 But your letter of July 25, which is Attachment  
12 1, seems to talk about a list of facilities which would  
13 shelter 48,000 people. Could you explain that apparent  
14 difference for me?

15 A (Witness Weismantle) Yes. Basically you would  
16 run out of personnel pretty soon over a protracted period  
17 of time and I would need assistance throughout the Corpora-  
18 tion, adjacent Chapters to continue to operate the shelters  
19 on a 24-hour basis day in and day out over a long period  
20 of time.

21 It is not that the physical facilities are not  
22 available. The human resources require assistance.

23 JUDGE LAURENSON: I think Judge Shon also has  
24 a follow-up question here.

25

INDEXXXXXX



Sim 14-10 1

## BOARD EXAMINATION

2 BY JUDGE SHON:

3 Q I just want to make sure, Mr. Rasbury, that  
4 I understand and that it is clear on the record exactly  
5 what you understand your responsibilities to be.

6 I would like to direct you to the second page  
7 of your Attachment 3, and in particular the heading "B"  
8 subheading "1" in which the Red Cross agrees that it will  
9 conduct mass care shelter and feeding operations in centers  
10 and facilities designated in advance by the Office of  
11 Disaster Preparedness.

12 As I understand the bidding as it has gone  
13 through your cross-examination and redirect, you believe  
14 that you could, without any violation of your charter,  
15 conduct these operations even in facilities that had not  
16 been so designated in advance by the Office of Disaster  
17 Preparedness; is that right?

18 A (Witness Rasbury) Yes, sir, but let me amplify  
19 if I may. As I understand this, and my knowledge of  
20 operations with the Office of Disaster Preparedness and  
21 locally we call it in the Nassau County the Office of  
22 Civil Preparedness, part of the same, is that government,  
23 county or state, will designate certain facilities to be  
24 used as shelters and will expect the American Red Cross  
25 to staff them. They -- the government will identify

INDEX

Sim 14-11

1 these facilities in advance and ask us to put staff in  
2 there to operate them.

3 My testimony has been about those facilities  
4 that I can make available through my own private negotiations  
5 having nothing to do with government. So these wind up  
6 being in addition to those facilities listed as an attachment  
7 to my letter of understanding or letter of agreement.

8 Q I see. But you believe that you would conduct  
9 these operations in the facilities you have negotiated  
10 for despite the fact that they might not have been desig-  
11 nated by a governmental entity; is that right?

12 A That is correct. And I am saying that the  
13 facilities that I have already arranged for do not need  
14 to be blessed, so to speak, by the government. All it  
15 really does is give me an additional responsibility.

16 Q And if you needed additional personnel and were  
17 to call upon adjacent units of the American Red Cross,  
18 you believe they would also understand that they could  
19 operate in facilities that had never received the blessing,  
20 so to speak, of a government agency; is that correct?

21 A Yes, sir.

22 JUDGE SHON: Thank you. That is all I wanted  
23 to know really.

24 JUDGE LAURENSEN: Any other questions for this  
25 panel?

Sim 14-12

1 MR. MILLER: Very limited, Judge Laurenson.

## 2 RE-CROSS-EXAMINATION

INDEXXXXX

3 BY MR. MILLER:

4 Q Mr. Weismantle, I want to clear up these figures  
5 in Contention 24.0. Quite simply, are you saying now that  
6 based upon the figures that you have now discussed from your  
7 review of the plan that approximately 38,000 persons would  
8 have been sent to Suffolk County Community College during the  
9 summer months in the event of an emergency at Shoreham?

10 A (Witness Weismantle) No. That is just the  
11 population in those zones. Again, we would only expect,  
12 you know, as a maximum 20 percent of that number to have  
13 gone to Suffolk County Community College, and it turns out  
14 with the explanation I gave that that is about the capacity  
15 that Suffolk County Community College had available, 6,000  
16 people.

17 Q Okay. Thank you.

18 Ms. Robinson, one question for you. Would you look  
19 at page 14 of your testimony. Mr. Zahnleuter was asking  
20 you about this in regard to the Stoney Brook issue.

21 Isn't it true, Ms. Robinson, that SUNY Stoney  
22 Brook was never withdrawn from LILCO's use as a relocation  
23 center by the State, but instead LILCO voluntarily withdrew  
24 its intent to use that facility because of its proximity  
25 to the Shoreham plant?

Sim 14-13 1

A (Witness Robinson) No, that is not correct.

2

MR. MILLER: No further questions, Judge

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Laurenson.

4

JUDGE LAURENSEN: Anytying else?

5

MR. ZAHNLEUTER: Yes, sir.

6

## REXCROSS-EXAMINATION

7

BY MR. ZAHNLEUTER:

8

Q Mr. Rasbury, does the National Red Cross agree

9

with your understanding and interpretation of the statement

10

of understanding between the New York State and the National

11

Red Cross?

12

A (Witness Rasbury) I don't really know.

13

MR. ZAHNLEUTER: Thank you.

14

I have no other questions.

15

JUDGE LAURENSEN: Anything else?

16

(No response.)

17

You are not going to offer New York Exhibit 12

18

in evidence then?

19

MR. ZAHNLEUTER: I see no reason to.

20

JUDGE LAURENSEN: All right. This panel of

21

witnesses is excused and we thank you for your testimony.

22

(Panel was excused.)

23

JUDGE LAURENSEN: Pursuant to the agreement

24

entered into by counsel before we started, I think we will be

25

ready for the testimony of Drs. Harris and Mayer.

*INDEX XXX*



Sim 14-14,  
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We will take a very short recess while we change  
the guard here.

2

(Brief recess.)

3

Whereupon,

4

DAVID HARRIS

5

- and -

6

MARTIN MAYER

7

were recalled as witnesses on behalf of behalf of Suffolk  
County and, having been previous duly sworn, were further  
examined and testified as follows:

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INDEX XXXXXX  
11

JUDGE LAURENSEN: We are back on the record.

12

Mr. McMurray.

13

MR. McMURRAY: Judge Laurenson, at this time  
the County presents its panel on Contention 75. I believe  
Drs. Harris and Mayer have already been sworn.

14

15

16

JUDGE LAURENSEN: That is correct and you are  
still under oath.

17

18

MR. McMURRAY: Judge Laurenson, the testimony,  
the main portion of the testimony of these witnesses on  
Contention 75 was already entered into the record. However,  
there is a revision to that direct testimony which needs  
still to be included in the record.

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Sim 14-15 1

INDEXXXX 2

## DIRECT EXAMINATION

BY MR. McMURRAY:

Q Gentlemen, at this time do you have a document in front of you entitled "Revisions to the Director Testimony of David Harris and Martin Mayer on Behalf of Suffolk County Regarding Contention 75"?

A (Witness Harris) Yes.

A (Witness Mayer) Yes, I do.

Q Was this testimony prepared by you or under your direct control and supervision?

A (Witness Harris) Yes.

A (Witness Mayer) Yes, it was.

Q Do you have any corrections to make to the revisions at this time?

A (Witness Harris) Yes, I do, and they are on page 2.

Under Item 4 on page 2 on line 6 of Item 4, it should read as follows: After LILCO, the verb "had" should be inserted. And the next five words "stated it now intended to," should be deleted. The word "rely" should be changed to relied.

So the sentence would now read "Finally, LILCO cannot assure that it can provide adequate capacity and services for evacuees at its designated relocation centers because at least two of the relocation centers upon which LILCO had relied."

1                   On Line 7 of Item 4, the words in parenthesis,  
2 See LILCO Supplementary testimony at 3, that and the  
3 parenthesis should be deleted.

4                   Further down on the page, on line 13 of Item 4,  
5 the word, 'owners' should be stricken, and replaced with the  
6 more appropriate term, 'administrators.'

7                   And on that same line, the article 'the,' should  
8 be replaced by the word, 'any.' And the word, 'to' on that  
9 line should be deleted.

10                  On the next line, there should be a period --

11                  JUDGE LAURENSEN: I am sorry, which 'the' should  
12 be replaced on that line. There are two of them.

13                  WITNESS HARRIS: It is the last, 'the.' The  
14 second of the two definite articles, 'the,' on that line.  
15 So it would read this way if it is done the way it should  
16 read: The LILCO Plan contains no agreements from facility  
17 administrators indicating the availability of any other  
18 facilities now apparently relied upon.

19                  And after the word, 'upon,' a period should be  
20 inserted. The remainder of the line should be deleted, and  
21 the words, 'college' and 'Dowling College' and the period  
22 after it deleted from the next line.

23                  In the next sentence, on that same line, the  
24 words, 'of the' should be deleted. So the sentence would  
25 read: Thus, two facilities have flatly stated.

1                   And then, on the third line from the bottom of  
2 the page, the first -- the article 'the' should be striken,  
3 and replaced with the word, 'any,' and the word, 'to' should  
4 be striken.

5                   So now the sentence would read: Thus, two of the  
6 facilities have flatly stated that they are not available for  
7 use in implementing the LILCO plan, and LILCO has failed to  
8 provide any assurance or evidence that any of the facilities  
9 have agreed, et cetera, et cetera.

10                   I am sorry to take so long, but with those changes,  
11 the testimony is correct.

12                   Q       With these changes, is this testimony true and  
13 accurate to the best of your knowledge.

14                   A       (Witness Mayer) Yes, it is.

15                   A       (Witness Harris) Yes.

16                   MR. McMURRAY: Judge Laurenson, at this time  
17 I move into evidence the document entitled: Revisions to  
18 the Direct Testimony of David Harris and Martin Mayer on  
19 Behalf of Suffolk County Regarding Contention 75, and the  
20 attachments thereto.

21                   JUDGE LAURENSON: Any objection?

22                   MS. McCLESKEY: LILCO has no objection.

23                   MR. HASSELL: The Staff has none.

24                   MR. ZAHNLEUTER: No objection.

25                   JUDGE LAURENSON: The testimony will be received



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and bound in the record following this page.

(Testimony follows)

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

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

REVISIONS TO THE DIRECT TESTIMONY OF  
DAVID HARRIS AND MARTIN MAYER ON BEHALF  
OF SUFFOLK COUNTY REGARDING CONTENTION 75

On May 31, 1984, the Board admitted into evidence the Direct Testimony of David Harris and Martin Mayer on Behalf of Suffolk County Regarding Contentions 24.G, 24.K, 24.P, 73 and 75. Tr. 9574. However, as a result of LILCO's stated intention to abandon its reliance on two relocation centers designated in Revision 3 of the LILCO Plan (Suffolk County Community College and SUNY Stonybrook) and to substitute another facility (Dowling College) in their place and stead, cross-examination on Contention 75, which concerns relocation centers, was held in abeyance pending a decision by the Board on how to proceed. See Tr. 9573-74. On June 8, 1984, the Board ruled that revisions to the County's testimony on Contention 75 (as well as on the other relocation center related issues, Contentions 24.0 and 74) must be filed on June 26, 1984. Tr. 10973. Pursuant to the Board's ruling, the County hereby submits the following revisions to the testimony of Drs. Harris and Mayer on Contention 75, which is

contained in the document entitled "Direct Testimony of David Harris and Martin Mayer on Behalf of Suffolk County Regarding Contentions 24.G, 24.K, 24.P, 73 and 75":

1. Pages 24-25. Delete footnote 2.
2. Page 26, line 7. Change "five" to "four."
3. Page 28, lines 12 and 14. Change "Stony Brook" to "Farmingdale."
4. Page 30. Insert the following paragraph following line 7:

"Finally, LILCO cannot assure that it can provide adequate capacity and services for evacuees at its designated relocation centers because at least two of the relocation centers upon which LILCO states it now intends to rely, BOCES II and SUNY Farmingdale (see LILCO Supplemental Testimony at 3), have informed the American Red Cross that those facilities will not be made available to implement the LILCO Plan in the event of a radiological emergency at Shoreham. See Attachments 2 and 3 to this testimony. And, as we stated in our testimony concerning Contention 24.N, the LILCO Plan contains no agreements from facility owners indicating the availability of the other two facilities now apparently relied upon -- that is, St. Joseph's College and Dowling College. Thus, two of the facilities have flatly stated that they are not available for use in implementing the LILCO Plan, and LILCO has failed to provide any assurance or evidence that the other two facilities have agreed to LILCO's proposals for their use. Accordingly, in our opinion, LILCO has failed to provide assurance that the relocation centers it has

designated will be sufficient in capacity to provide the necessary services for the number of evacuees that will require them in the event of a radiological emergency at Shoreham."

5. Add Attachments 2 and 3 (attached to this pleading).

Respectfully submitted,

Martin Bradley Ashare  
Suffolk County Department of Law  
Veterans Memorial Highway  
Hauppauge, New York 11788

KIRKPATRICK, LOCKHART, HILL,  
CHRISTOPHER & PHILLIPS

*Michael S. Miller*

---

Lawrence Coe Lanpher  
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Christopher M. McMurray  
1900 M Street, N.W.  
Washington, D.C. 20036

Attorneys for Suffolk County

Date: June 26, 1984





BOARD OF COOPERATIVE EDUCATIONAL SERVICES

SECOND SUPERVISORY DISTRICT - SUFFOLK COUNTY, NEW YORK

(516) 289-2200

201 Sunrise Highway, Patchogue, New York 11772  
JAMES HINES, EXECUTIVE OFFICER

June 21, 1984

Mrs. Patricia Nocher  
Executive Director  
American Red Cross  
475 East Main Street  
Patchogue, NY 11772

Dear Mrs. Nocher:

I have recently become aware that the American Red Cross and the Long Island Lighting Company have designated the campus of the BOCES II Occupational Center in Islip as a relocation center in the event of a radiological emergency at the Shoreham Nuclear Power Station.

Please be advised that BOCES II has not entered into any agreement with the American Red Cross or LILCO to serve as a relocation center, or as a decontamination and monitoring facility, for a Shoreham emergency. Any such agreement would have to have been approved by BOCES II, and no such approval has been granted. BOCES II has entered into an agreement with the American Red Cross concerning the use of the BOCES II Occupational Center in Islip as a mass care shelter, but that agreement does not grant the American Red Cross or LILCO permission to use our campus as a relocation center, or as a decontamination and monitoring facility, pursuant to LILCO's proposed plan to deal with a radiological emergency at Shoreham.

In addition, the Governor of the State of New York has determined that the State of New York will not participate in the implementation of the off-site radiological emergency response plan for Shoreham proposed by LILCO. In accordance with the Governor's position, the campus of the BOCES II Occupational Center in Islip will not be available to the American Red Cross or LILCO for use in implementing the LILCO Plan.

Consequently, as District Superintendent and Executive Officer of the Board of Cooperative Educational Services of the Second Supervisory District of Suffolk County, I am advising you that we have not entered into any agreement to serve as a relocation center, or as a decontamination and monitoring facility, in the event of a radiological emergency at Shoreham.

Sincerely,

James Hines  
District Superintendent

JH/tw

## FARMINGDALE

STATE UNIVERSITY OF NEW YORK • AGRICULTURAL & TECHNICAL COLLEGE • FARMINGDALE, NEW YORK 11735 • 516 420-2145

Office of the President

June 21, 1984

Mrs. Patricia Nocher  
Executive Director  
American Red Cross  
475 East Main Street  
Patchogue, NY 11772

Dear Mrs. Nocher:

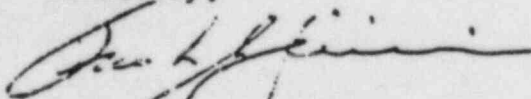
I recently have become aware that the American Red Cross and the Long Island Lighting Company have designated the campus of the State University of New York at Farmingdale as a relocation center in the event of a radiological emergency at the Shoreham Nuclear Power Station.

Please be advised that SUNY-Farmingdale has not entered into any agreement with the American Red Cross or LILCO to serve as a relocation center, or as a decontamination and monitoring facility, for a Shoreham emergency. Any such agreement would have to have been approved by me, and no such approval has been granted.

In addition, the Governor of the State of New York has determined that the State of New York will not participate in the implementation of any radiological emergency response plan for Shoreham proposed by LILCO. The Governor has stated that the LILCO Plan is not adequate and is not implementable. In accordance with the Governor's position, SUNY-Farmingdale will not be available to the American Red Cross or LILCO for use in implementing the LILCO Plan.

Consequently, as President of the State University of New York at Farmingdale, I am advising you that we have not entered into any agreement to serve as a relocation center, or as a decontamination and monitoring facility, in the event of a radiological emergency at Shoreham.

Sincerely,



Frank A. Cipriani  
President

FAC:hs

1 MR. McMURRAY: The panel is prepared for cross  
2 examination.

3 JUDGE LAURENSEN: Mr. McCleskey?

4 CROSS EXAMINATION

5 BY MS. McCLESKEY:

6 Q Good afternoon gentlemen, it is good to see you  
7 again. Did either of you write the letters that are Attach-  
8 ments 2 and 3 to your testimony that was just admitted, the  
9 revised testimony.

10 A (Witness Mayer) I did not.

11 A (Witness Harris) No.

12 Q When did you first see the letters?

13 A (Witness Mayer) Several weeks ago when I reviewed  
14 a copy of my testimony after it had been typed up.

15 A (Witness Harris) I first saw the letters sometime  
16 after the 9th of August, when I returned from a holiday. 9th  
17 of August this year.

18 Q Dr. Harris, you did not see your revised testimony  
19 prior to it being filed?

20 A No, I said I did not see this letter is the  
21 question now. Are you asking did I not see it before it was  
22 filed? Oh, no, that is not true, but I had not seen this  
23 because I was away, this letter.

24 Q You had not seen Attachments 2 and 3 to your  
25 testimony prior to August 9th?

A I do not recall seeing them before August 9th.

1 Q Did you write the revisions to your testimony  
2 that have just been entered into the record.

3 A I think the statement was that I participated  
4 in the writing and supervised, and some of it is Dr. Mayer's  
5 and some of it is mine.

6 Q And you wrote what you were referring to as  
7 Item 4 on page 2 of your revisions without looking at  
8 Attachments 2 and 3?

9 A Yes.

10 Q Dr. Mayer, when did you first see the letters?

11 A (Witness Mayer) At the time before filing when  
12 this was sent to me for review, I saw these letters attached  
13 to them. The lawyer submitted them all as a package.

14 Q When did you gentlemen first hear of the existence  
15 of these letters?

16 A I didn't hear of the existence. It came with  
17 the package. It came from the lawyers before we submitted  
18 it.

19 A (Witness Harris) My statement is different  
20 under oath, that I heard about this -- did not see the letter,  
21 but heard about the burden, the context of the letters, from  
22 one of the attorneys by telephone.

23 Q When?

24 A It must have been -- if my memory will serve me  
25 -- before I went on my vacation, which was -- maybe it was



1 after. Now I am not sure. It was either before or after  
2 I went on my vacation, which puts it either in July or in  
3 August.

4 Q Dr. Harris, when your revised testimony was  
5 filed on June 26th, and you wrote or reviewed or approved  
6 the statement in Item 4 there, that there are letters that  
7 are Attachments 2 and 3 of the testimony, you had no knowledge  
8 of the contents of these two letters?

9 A I am not sure now. I know I did not see the  
10 letter until I returned from my holiday.

11 Q Dr. Mayer, did you write a first draft of this  
12 revised testimony?

13 A (Witness Mayer) I wrote some -- I examined  
14 some material and I made comments upon it.

15 Q Which portions of the testimony do you recall  
16 writing?

17 A I really couldn't say exactly which words are  
18 mine, and which words are Dr. Harris'.

19 Q Well, Dr. Harris, did you write the first draft  
20 of any of these words?

21 A (Witness Harris) No.

22 Q Dr. Mayer, you think Dr. Harris wrote the first  
23 draft of some of these words?

24 MR. McMURRAY: Judge Laurenson, I am going to  
25 object to this line of questioning. The witnesses have

1 sworn under oath that this testimony was prepared under  
2 their direct control and supervision, and they have adopted  
3 it as their own. I don't see the relevance of this  
4 questioning.

5 JUDGE LAURENSEN: This is proper cross  
6 examination. The objection is overruled.

7 WITNESS MAYER : I don't remember the exact  
8 sequence of events. I stand by every word in it, but I  
9 don't remember the exact sequence of who wrote exactly what,  
10 which words, and when.

11 BY MS. McCLESKEY: (Continuing)

12 Q Dr. Mayer, when did you first hear that letters  
13 stating that SUNY Farmingdale and BOCES II were going to be  
14 available for you to revise your testimony with?

15 A (Witness Mayer) I don't recall the exact date.

16 Q Do you recall whether it was in the spring, in  
17 the summer?

18 A Well, I don't recall the exact date.

19 Q Can you give me generally a time?

20 A Several months ago.

21 Q Before June?

22 A I don't think so. I don't think before June.

23 The letters are dated June 21st.

24 Q Did either of you see drafts of these letters?

25 A I had absolutely nothing to do with the drafting

1 of these letters. I had nothing to do with the wording or  
2 drafting of these letters. I had no contact with the person  
3 who wrote the letter, or the person who received the letter.

4 A (Witness Harris) My answer is just a simple no.

5 Q How did you obtain copies -- your first copy of  
6 these letters?

7 A (Witness Mayer) It was given to me by my  
8 lawyers. Suffolk County lawyers.

9 A (Witness Harris) Likewise.

10 Q And that was after June 21st, and before June 26th?

11 A (Wit. Mayer) I think it was after June 21st. Don't  
12 know the exact date. I don't remember the exact date.

13 Q Do you know how your attorney got a copy of the  
14 letters?

15 A I haven't the slightest idea.

16 A (Witness Harris) No.

17 Q Do you know Mrs. Patricia Nocher?

18 A (Witness Mayer) Yes.

19 A (Witness Harris) Yes.

20 Q Have you ever spoken with her about these letters?

21 A (Witness Mayer) No, I have not.

22 A (Witness Harris) No.

23 Q Do you know Mr. Hines?

24 A (Witness Mayer) Yes, I do.

25 A (Witness Harris) Yes.

1 Q Have you spoken with him about these letters?

2 A (Witness Mayer) No, I have not.

3 A (Witness Harris) No.

4 Q Do you know Mr. Cipriani?

5 A (Witness Mayer) I do not know him, no.

6 A (Witness Harris) No. I think I met him once  
7 at some civic function, but I am not quite sure.

8 Q Then I take it you have never spoken, Dr. Harris,  
9 with him about the letters?

10 A (Witness Harris) No.

11 A (Witness Mayer) Never.

12 Q Okay. Is it your understanding that LILCO will  
13 be operating the relocation centers that may be set up in  
14 response to an emergency at Shoreham?

15 A (Witness Harris) It is my understanding -- the  
16 latest understanding that I have, that LILCO will be operating  
17 decontamination centers and American Red Cross will be operating  
18 the places where people are located. That is my understanding.

19 A (Witness Mayer) That is my understanding. I  
20 was sitting and listening to testimony, and that is my  
21 understanding.

22 Of course, I heard people say that the plan is  
23 exactly what is in their head at four o'clock in the afternoon,  
24 so the plan is subject to change.

25 Q Okay. Will you turn to page 24 of your main body



1 of testimony that was previously entered into the record,  
2 on Contention 75.

3 Look down there are the answer to the second  
4 question. There is a sentence that says : LILCO has  
5 failed to consider much less plan to deal with the numerous  
6 practical problems involved in establishing and running  
7 relocation centers.

8 A (Witness Harris) I see that sentence.

9 Q When you wrote that sentence, did you think that  
10 LILCO was going to be establishing and running relocation  
11 centers?

12 A No. I thought that they had failed to consider  
13 in the planning document the numerous practical problems  
14 involved in running the centers.

15 As my testimony also says, they were to run --  
16 as I remember the plan, -- it changes so quickly, you have  
17 to have a good memory for that, but the plan, as I recall  
18 it then, was that LILCO would provide the monitoring and  
19 decontamination in the same actual facility as -- on the same  
20 sites as the Red Cross would run the relocation, the housing,  
21 the feeding, the sheltering and so forth, and as my testimony  
22 I think says somewhere in it, that one of the problems is that  
23 it wasn't quite clear who would be in charge of the total  
24 operations, but that they would be almost co-equals in this  
25 combined operation.

1           Q       Then, in this sentence, when you said that  
2 LILCO has considered and planned to deal with practical  
3 problems involved in establishing and running relocation  
4 centers, you meant the monitoring and decontamination portion.

5           A       No. I mean that they failed to consider in their  
6 plan the numerous practical problems involved in establishing  
7 and running it.

8                   I didn't mean that they would run it. They  
9 were responsible for the planning of it. I meant in the  
10 planning.

11          Q       You think it is inappropriate for LILCO to  
12 rely upon the American Red Cross to run relocation centers?

13          A       No, I don't think it is inappropriate for LILCO  
14 to rely on the American Red Cross, because the American Red  
15 Cross has a good record in dealing with all sorts of natural  
16 disasters.

17                   All I was saying, that in dealing with the problems  
18 that would be associated with a considerable release of  
19 radio isotopes in case of such release, that the problems and  
20 the logistics as such, that they didn't adequately consider  
21 them.

22          Q       Gentlemen, is it your understanding that at each  
23 shelter there would be a portion for potentially contaminated  
24 people, and a portion for uncontaminated people?

25          A       (Witness Mayer) Under the revision of the Plan,

1 and I forget which number, there were so many, but under  
2 the revision of the Plan that we made these comments on,  
3 that would seem to be the way it was being set up.

4 It is now my understanding that it is not being  
5 set up that way any more. At least present thinking is that  
6 way, and it may change tomorrow. Mr. Rasbury said it was in  
7 his mind at four o'clock; at five o'clock, it may change.  
8 I don't know.

9 A (Witness Harris) Just refreshing my memory  
10 of that OPIP 4.2.1, it was my impression that they would be  
11 conducted in the same site, the two phases of the operation,  
12 monitoring, decontamination, and -- one phase, and the  
13 sheltering also.

14 I was under the impression that people might  
15 be sheltered for a while who were not completely decontami-  
16 nated.

17 Q I take it from your criticism in your testimony  
18 and your comments just now, that you would prefer to see  
19 people monitored at a separate facility from where they  
20 were sheltered?

21 A (Witness Mayer) That is not what we said.  
22 You asked us if our assumptions in making these comments  
23 were that people would be monitored at the relocation centers  
24 where they would be sheltered, and we said that based on the  
25 plan, as written at that time, that that was what LILCO was

1 planning to do.

2 We have not made a comment as to whether this  
3 is the best way of handling it, or whether that is the ideal  
4 way of handling it. It is just the way LILCO wanted to do  
5 it at that point.

6 Q Do you think it is better to monitor people  
7 at a separate facility than the place that they would be  
8 sheltered?

9 A There are pros and there are cons in doing it  
10 that way.

11 Q I understand that. Do you think it would be  
12 better to monitor them at a separate facility?

13 A I am not prepared to write the plan. I am  
14 prepared to critique what I feel is the existing plan. That  
15 is not my function, I don't think.

16 Q Yes, I understand that. But I am asking for  
17 your opinion about monitoring at a separate facility than  
18 sheltering, and I would like to know what your opinion is  
19 about that. Whether you think it would be better to monitor  
20 at a separate facility than the facility where you are  
21 sheltering?

22 MR. McMURRAY: Objection. Asked and answered.  
23 The witness said there are pros and cons.

24 JUDGE LAURENSEN: Overruled.

25 WITNESS HARRIS: Then being directed to answer



1 the question, I assume, I would say that one trades off  
2 one set of problems for another set of problems, and  
3 whether one is better than another depends how one solves  
4 the new set of problems.

5 For example, the advantages of separating the  
6 two phases; that is, the decontamination -- monitoring and  
7 decontamination, one phase, and the sheltering for prolonged  
8 periods of time as the second phase in another site, has  
9 the advantage of preventing confusion at the combined  
10 site, and also allows for better integration of command  
11 and so forth.

12 On the other hand, it does create the problem  
13 of coordinating the two different phases. For example, the  
14 decontamination -- in monitoring and decontamination at one  
15 site, if not coordinated with the back-up, there could be  
16 a funnel effect, and a queueing effect, in which people are  
17 all lined up at the decontamination center. The decontamination  
18 center is unable to handle people, because there is no place  
19 to put them, or there is not enough places available to put  
20 them.

21 Or, there might even be some problems of  
22 individuals who might be decontaminated themselves, but  
23 because, let's say, their cars have not been adequately  
24 decontaminated, and it is their only mode of transportation,  
25 the private car, it wasn't quite clear how they would then

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1 get carless to the relocation centers.

2 So, when you ask the question of me, and I am  
3 doing my best to answer it to the best of my ability, which  
4 system is better, I would say you trade one set of problems  
5 for another, and the betterness, the superiority of one system  
6 over the other depends on how you solve the new problems.  
7 And that is the best answer I can give you, Ms. McCleskey.

8 End 15.  
9 Sue fols.

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2 A (Witness Mayer) I would say I would subscribe  
to that answer.

3 Q Under your understanding of the LILCO plan,  
4 who would determine what supplies and facilities are  
5 available at relocation centers?

6 MR. MC MURRAY: I would like a point of clarifi-  
7 cation. Are we talking about the plan as stated in  
8 Revision 3 or 4, or are we talking about as stated in  
9 LILCO's most recent version of the testimony?

10 MS. MC CLESKEY: I'm trying to ascertain what  
11 the witness' understanding of the current plan is.

12 MR. MC MURRAY: Which? When you use the term  
13 plan, are we talking about one of the revisions to the  
14 plan or are we talking about the latest concept in the  
15 testimony that has been submitted by LILCO?

16 MS. MC CLESKEY: Judge Laurenson, that's my  
17 question to the witnesses, which plan are they talking  
18 about and what is their understanding under that plan of  
19 who would be supplying supplies and facilities.

20 JUDGE LAURENSON: Are you relating this back  
21 to Page 26 of their prior testimony and what that assumed?

22 MS. MC CLESKEY: Yes, sir.

23 JUDGE LAURENSON: Okay. So, you want to know  
24 what they assumed when they wrote that testimony; is that  
25 your question, because I'm not clear either?

#16-2-SueTI

MS. MC CLESKEY: Let me restate the question.

BY MS. MC CLESKEY: (Continuing)

Q Gentlemen, turn to Page 26 of your testimony.

A (The witnesses are complying.)

Q Do you see there that you stated a concern about who was going to determine what supplies and facilities were available at relocation centers? It's in the first paragraph which is not a full paragraph. It's the first full sentence on Page 26.

A (Witness Harris) That's part of the sentence that follows from Page 25.

Q Yes. I'm talking about the second sentence, but you are in the right ball park.

A Okay. But since that second sentence is under such an arrangement, I have to refer to the one before it. And it's really referring to the arrangement which I suppose I would characterize as lack of unity of command or violates the principle of unity of command.

It appears that the LILCO personnel, or the LERO personnel, would be doing the monitoring and decontamination and the Red Cross would be doing the other work related to sheltering and mass feeding. And, then I said there, approximately 99 Red Cross personnel to be neither subordinate or superior to LILCO personnel even though they would have to work together. Then, I said: Under such



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2 an arrangement it would be almost impossible to determine  
3 not who would supply things, just what supplies at the  
4 SUNYs were available, obtain those needed or provide  
5 adequate services to evacuees.

6 It really was a set of clauses meant to illustrate  
7 the confusion that could occur when there wasn't unification  
8 of command at the site. That was the opinion of ours, of  
9 the organization as structured.

10 Q In Revision 3 of the plan?

11 A Yes. Well, I don't know if it's 3. It's  
12 the one --

13 (Witness Mayer) Whatever revision it was that  
14 we commented on.

15 (Witness Harris) It was the one where there  
16 would be a combined site.

17 Q Is it still your understanding that there is  
18 going to be a combined site?

19 A No. As I said before, I've learned yesterday  
20 and today, for example, that the two functions were to be  
21 separated in terms of site in the latest version of the  
22 LILCO plan.

23 Q Under your understanding of the latest version  
24 of the LILCO plan, do you still have a concern that it's  
25 going to be difficult to determine the supplies and facilities  
needed at relocation centers?

#16-4-SueT<sub>1</sub>

2           A       That wasn't what I said before. I say again  
3 that while one solves the problem of confusion and lack  
4 of unification of command on a given site, one then develops  
5 the need for a very precise kind of communication and co-  
6 ordination between the two pieces now that they are separated  
7 to make sure that they work properly. And I gave some  
8 examples of that before.

9                   For example, they could be out of phase. The  
10 nice thing about having them on the same site, Ms. McCleskey,  
11 was that there could be integration of activity. The trouble  
12 was that there was confusion because there was no unifica-  
13 tion of command.

14                   In separating the functions, one certainly  
15 didn't have the problem of unification of command but one  
16 substituted for it the problem of communication from two  
17 facilities at different sites.

18                   Same feeling.

19           Q       Let's move on to something a little simpler.  
20 Do you agree that sixty to sixty-five square feet per  
21 person is adequate for sheltering?

22           A       Well, we say that the guide for -- the American  
23 Red Cross guide says that sixty-five square feet per  
24 bed --

25                   (Witness Mayer) Sixty.

                 (Witness Harris) Sixty, rather, square feet per

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2 bed -- Ms. McCleskey said sixty-five. Sixty square feet  
3 per bed is recommended, which is certainly a far cry from  
4 the twenty square feet.

5 As a matter of fact, I did a little calculation  
6 on that. And I don't know if that still holds in the  
7 latest plan, but twenty square feet per bed, if you had an  
8 ordinary size cot that was six by two, it would take up  
9 twelve of the square feet and if it was a little bit bigger  
10 it might take up as much as fifteen of the square feet.

11 So, sixty would be -- I wouldn't want to live  
12 in such a space for a long time, but probably for emergency  
13 purposes it would be barely adequate. Yes.

14 Q When there is an emergency in Suffolk County,  
15 when there has been an emergency in the past in Suffolk  
16 County and people have had to leave their homes, for what-  
17 ever reason, hurricane or fire, has the Red Cross set up  
18 relocation centers in Suffolk County for residents?

19 A (Witness Mayer) Yes, I believe they have. We  
20 are not directly involved in setting up of those shelters  
21 in hurricanes and stuff. But I believe just anecdotally  
22 that during Hurricane Belle I know that some shelters  
23 were set up.

24 (Witness Harris) And I believe there was a  
25 temporary shelter set up in a rather recent snow storm and  
explosion.

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(Witness Mayer) Grucci fireworks, I know that.

A center was set up in the school. It wasn't used.

MS. MC CLESKEY: Those are all my questions,  
Judge Laurenson.

JUDGE LAURENSEN: Mr. Zahnleuter.

CROSS EXAMINATION

BY MR. ZAHNLEUTER:

Q Dr. Mayer, were you present this afternoon when  
the LILCO witnesses discussed their testimony?

A (Witness Mayer) For some of the time. I  
wasn't here for the entire panel, just some of the time.

Q Do you agree that it's a possibility that some  
people may arrive at a relocation center without having  
first gone through a monitoring and decontamination center?

A I think that's a distinct possibility. I think  
that the fact that people will by-pass relocation centers  
is a -- the decontamination -- definite possibility.  
People sometimes just don't do what you want them to do,  
especially in a stressful situation. They may not consider  
themselves to be contaminated. They may have no interest  
in contamination. They may not even hear the message to  
say go to a decontamination center.

But they may hear that there is a relocation  
center some place and go right there. The media -- and you  
can't control the media -- will have it on television. I'm



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2 certain the relocation centers will be on television.  
3 Hamilton High School is a relocation center and have  
4 pictures of it. People will see that and may hear on the  
5 radio, head over there, without going through the decontamina-  
6 tion procedures.

7 Q Is it your recollection of the LILCO testimony  
8 that if personnel at a Red Cross relocation center or  
9 shelter, that is a non-radiological monitoring facility,  
10 were to identify or spot a person who did not have a clean  
11 tag on, that that person would be recommended to go to  
12 a monitoring and decontamination facility?

13 A That's my recollection of the testimony. If  
14 a person who didn't have a clean tag arrived at a relocation  
15 center, he will be sent back to a decontamination center  
16 to be examined and decontaminated if necessary.

17 Of course, that is the ideal situation. When  
18 people are driving into parking lots in a confused situation  
19 upon evacuation, I'm certain that people without the white  
20 tags will at least get in the parking lot or get out of  
21 their cars, they will perhaps brush into other people, they  
22 will come on to the line, let's say, as they enter the  
23 relocation center to be processed, not knowing that they  
24 are not supposed to be there, perhaps brush against other  
25 people, contaminate them, maybe go to the bathroom and  
contaminate that.

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2           Unless you are going to have barbed wire and a  
3 lot of very strong guards around the relocation centers to  
4 prevent people without white tags from coming in, you are  
5 going to have them come in at least for awhile until you  
6 discover them. When you discover them, you can send them  
7 out. But in the time before you discover them, if they  
8 are contaminated and if there was that kind of release  
9 and their clothing is contaminated, their car is contaminated,  
10 they have a chance to contaminate other people.

11           And it's my understanding that there will be no  
12 facilities at the relocation centers for even discovering  
13 whether people are contaminated or not. The only indication  
14 would be that they do or do not have a white tag. If the  
15 person without a white tag was contaminated, enters the  
16 building, brushes against other people, he may then be  
17 sent home. He may be sent to the decontamination center.  
18 He didn't have a white tag.

19           What about those he brushed against? What about  
20 the people he may contaminate while he is, you know,  
21 proceeding along before the discovery that he lacks his  
22 white tag? There is no one in the center who is going to  
23 be able to discover that. There is no geiger counters,  
24 there is no facilities for discovering how people who are  
25 supposedly now clean with their white tags will be  
contaminated by the guy without the white tag. It's a

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problem.

2 Q In your opinion, does the system that you have  
3 just described provide a reasonable assurance that the  
4 public will be protected?

5 A I have my doubts.

6 MR. ZAHNLEUTER: I have no other questions.

7 JUDGE LAURENSEN: Mr. Hassell.

8 MR. HASSELL: The Staff has no questions.

9 JUDGE LAURENSEN: Any redirect?

10 MR. MC MURRAY: Just some brief redirect, Judge  
11 Laurenson.

12 REDIRECT EXAMINATION

13 BY MR. MC MURRAY:

14 Q Dr. Harris, going back to the issue of the  
15 letters, isn't it true that during the preparation of  
16 your testimony the letters attached to the revisions were  
17 read to you verbatim over the telephone?

18 A (Witness Harris) It's possible. I know that  
19 they were discussed with me on the telephone. And my  
20 memory is unclear whether they were read verbatim but I  
21 know there was a telephone discussion of it and I'm not  
22 sure.

23 I know it was before my vacation, but I don't  
24 recall seeing the letter on a piece of paper until after  
25 I came back. But it was discussed on the telephone with me,

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yes.

2 Q Do you recall Mr. Miller reading the letter  
3 to you?

4 MS. MC CLESKEY: Objection. Asked and answered.  
5 Also, he is leading the witness.

6 JUDGE LAURENSEN: Sustained as to the form of  
7 the question.

8 BY MR. MC MURRAY: (Continuing)

9 Q Do you recall what took place during that  
10 discussion about the letters?

11 A Yes.

12 Q Did it consist only of a discussion of the  
13 letters or were they read to you?

14 A They could have been read to me. I -- you see,  
15 what I can recall with clarity is knowing the news that  
16 the Administrators of those two sites said they were not  
17 able to participate, were not able to assure the use of  
18 their facilities.

19 Whether there was discussion and actual reading  
20 of the letter in whole or in part, I can't remember.

21 MR. MC MURRAY: Judge Laurenson, I don't have any  
22 more questions on that particular point. I will proffer  
23 for the record that the letters were read verbatim to Dr.  
24 Harris and Dr. Mayer prior to the time that their testimony  
25 was submitted.



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JUDGE LAURENSEN: Before making that proffer, I guess in connection with that does LILCO accept that, or do you want to pursue that with further questioning?

MS. MC CLESKEY: Well, Judge Laurenson, the witness has already stated I think -- and he can tell me if I am mischaracterizing -- that he does not recall seeing the letters prior to the time his testimony was filed and prior to August 9. He doesn't remember, although Mr. McMurray tried to ask him three or four times with leading questions, having them read to him.

And I don't -- I guess the fact of Mr. McMurray's proffer is on the record and so is Dr. Harris' total absence of remembrance of these letters prior to August 9th. And I guess I would prefer to leave it at that.

JUDGE LAURENSEN: The proffer, as I understand it, is based upon what Mr. Miller would testify if he were called to testify concerning this.

Is that a fair statement of your proffer?

MR. MC MURRAY: Mr. Miller just told me he would be glad to testify.

JUDGE LAURENSEN: That's what I'm asking. Do you wish to pursue this further in connection with this particular proffer?

MS. MC CLESKEY: No, sir. If Mr. Miller says that he remembers reading the letters to Dr. Harris, I do

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not question his representation.

2 MR. MILLER: Judge Laurenson, let me just state  
3 for the record -- and I appreciate that, Ms. McCleskey --  
4 that I will represent for the record that I did read the  
5 letters verbatim after June 21st but prior to the date  
6 that the revisions to the direct testimony of these  
7 witnesses was submitted. I read verbatim the text of both  
8 letters to Dr. Harris and also to Dr. Mayer.

9 JUDGE LAURENSEN: Does that resolve this matter  
10 of inquiry, or do you want to pursue it further?

11 MR. MC CLESKEY: I have a couple of additional  
12 questions for Dr. Harris, but I don't have any further  
13 questions regarding this particular matter of Mr. Miller  
14 reading the letters over the telephone.

15 JUDGE LAURENSEN: Okay. I think Mr. McMurray  
16 was still in the midst of some redirect. So, we will let  
17 him finish that and come back and finish up other questions.

18 BY MR. MC MURRAY: (Continuing)

19 Q Let me refer you to your testimony on Page 24,  
20 gentlemen, where Ms. McCleskey pointed you to the passage,  
21 the second sentence from the bottom, where you say: In  
22 our opinion, LILCO has failed to consider much less plan  
23 to deal with the numerous practical problems involved in  
24 establishing and running relocation centers.

25 Do you --

#16-13-SupT

A (Witness Harris) I see it and I remember it.

2 Q Do you recall Ms. McCleskey's question to the  
3 effect of, is it your understanding that LILCO is going  
4 to be running the relocation centers rather than the Red  
5 Cross?

6 A I remember that question.

7 Q Is it your understanding that the LILCO plan  
8 contains a discussion of relocation centers in that  
9 plan?

10 A I would have to refresh my memory from the  
11 plan. May I?

12 Q Sure.

13 A (The witness is looking at a document.) It  
14 was my understanding that the Red Cross would operate, and  
15 you can see it in the OPIP 421, will be responsible for  
16 the total operation of the relocation center and for  
17 implementing this procedure.

18 Q My question was, Dr. Harris, is it your under-  
19 standing that the LILCO plan contains a discussion of  
20 relocation centers and the issue of relocation centers  
21 within the plan?

22 A Well, it talks about relocation centers. But  
23 what about them?

24 Q Was your testimony based on the discussion of  
25 relocation centers in the LILCO plan?

#16-14-SueT

A Yes.

2 Q So, you are commenting on the adequacy of the  
3 LILCO plan with respect to relocation centers, correct?

4 A That is exactly what I said to Ms. McCleskey  
5 that sentence meant. It did not mean that they failed  
6 to consider -- their plan to consider the problems in the  
7 plan, did not imply that they were going to run the  
8 centers.

9 Q Is it your understanding -- well, is it LILCO  
10 or the Red Cross who is seeking a license for Shoreham  
11 in this proceeding?

12 A LILCO, it is my understanding, is seeking a  
13 license for Shoreham.

14 MR. MC MURRAY: I have no further questions,  
15 Judge Laurenson.

16 JUDGE LAURENSEN: Any further questions?

17 MS. MC CLESKEY: Yes, sir.

18 RE-CROSS EXAMINATION

19 BY MS. MC CLESKEY:

20 Q Gentlemen, you just told Mr. Zahnleuter that  
21 the new approach that you heard described today by the  
22 LILCO witnesses and in the LILCO testimony to relocation  
23 centers doesn't provide you with adequate assurance,  
24 right?

25 A (Witness Mayer) Yes.



#16-15-SueP

2 Q That's right, isn't it, you just testified to  
that, right?

3 A That's what I said.

4 Q And based on your previous testimony which was  
5 to prior revisions of the plan, you didn't find that that  
6 approach provided adequate assurance either, did you?

7 A That's what we testified.

8 Q Is there any approach to relocation centers  
9 which would leave you reasonably certain that they were  
10 adequately protecting the public?

11 A (Witness Harris) I -- you know, to answer a  
12 question like that would really put -- if we were to  
13 answer it, we --

14 Q I would like a yes or no answer to my question,  
15 please, sir.

16 A Is there any --

17 MR. MC MURRAY: Excuse me. The witness was  
18 giving an answer and he has been interrupted, Judge  
19 Laurenson.

20 JUDGE LAURENSON: She has qualified the question  
21 and asked for a yes or no answer. And the first question  
22 for Dr. Harris and Dr. Mayer is whether they can answer  
23 the question yes or no.

24 WITNESS HARRIS: Can the question be -- would  
25 you please repeat the question?

end #16  
Mary flws

Sim 17-1

BY MS. McCLESKEY:

Q Is there any approach to relocation centers which would satisfy you that there was adequate assurance that the population would be protected?

MR. McMURRAY: Objection to the form of the question, Judge Laurenson. It is vague and I don't understand what the term "any approach" means.

MS. McCLESKEY: Judge Laurenson, I think we defined "approach" through the previous two questions, which was the approach taken in the present testimony and the approach taken in the previous testimony.

I think the witnesses know what I mean.

MR. McMURRAY: The witnesses are not here to prepare a plan for LILCO.

MS. McCLESKEY: I am not asking them to prepare a plan. I am asking them whether there is any approach that they would find reasonable.

MR. McMURRAY: That is a broad and vague question, Judge Laurenson.

JUDGE LAURENSEN: The objection is overruled.

WITNESS MAYER: Are you asking for a yes or no answer? I don't believe you can make a yes or no answer.

BY MS. McCLESKEY:

Q All right. You cannot answer it yes or no. Dr. Harris, can you answer it yes or no?

Sim 17-2

1 A (Witness Harris) I have great difficulty  
2 answering that question yes or no, unless in answering  
3 yes I were to define that by principles rather than a  
4 particular plan.

5 For example, I could answer it yes and then say  
6 a plan that would meet with my approval would be one that  
7 would take into account all the contingencies, one that  
8 would be flexible, one that would spell out in great detail  
9 and dot every "i" and cross every "t". In other words,  
10 I could really give you more of the characteristics of a  
11 plan and I have sort of done that.

12 Now I would like to add, unless you interrupt  
13 me and say you object to my saying it, that it is still  
14 my opinion that the plan as an original and as amended  
15 doesn't do that.

16 Q Dr. Mayer, I take it you agree with Dr. Harris?

17 A (Witness Mayer) I suscribe to Dr. Harris'  
18 statement.

19 Q Now, Dr. Mayer, you do remember seeing the two  
20 letters that are attached to your revised testimony prior  
21 to the testimony being filed, right?

22 A No. I may have been confused in my previous  
23 testimony. I had contact over the telephone with the  
24 lawyers. I don't recall them actually reading these letters  
25 verbatim to me. They did give me the substance, the fact

Sim 17-3

1 that these two agencies had decided not to participate  
2 in the plan.

3 In the final typed version, the actual text of  
4 the letters were attached. That is the first time I  
5 actually saw the actual text of the letters with actual  
6 letterheads and signatures of persons.

7 Q Right.

8 A If I testified previous to something else, that  
9 was incorrect and I was confused by the questions.

10 Q All right. Both the phone call describing the  
11 letters to you and your physically laying eyes upon the  
12 letters took place prior to this being filed; isn't that  
13 right?

14 A Yes.

15 Q What was the span of time between the time the  
16 letters were described to you over the telephone and you  
17 actually saw them, do you recall?

18 A I do not.

19 Q Was it weeks?

20 A No, I don't recall. I really don't recall.

21 Q Okay.

22 A You know, quite frankly, LILCO is not the only  
23 thing I do. It is a very small portion of what I do, and  
24 it is not the major thing and I am sorry I don't recall. I  
25 simply do not recall.



Sim 18-4 1

2 Q All right. When the letters were described to  
you, did you ask where they came from?

3 A I believe the description included -- this was a  
4 letter from this person to that person, and the gist of the  
5 letter, you know, this letter says that these people are  
6 not going to do this and that.

7 I don't recall the actual text being read to me,  
8 but the gist of it and that is all I remember.

9 Q Do you recall asking why these people weren't  
10 going to do this and that?

11 A I don't recall my statements at all.

12 Q Did you ask any questions about the letter at  
13 all?

14 A I was given the information. All I wanted to  
15 know -- the information that was important to me was that  
16 these facilities had decided not to participate in the plan.  
17 Their reasoning, the reason why they didn't want to partici-  
18 pate in the plan was immaterial to my task of critiquing  
19 the plan.

20 I don't care why they don't want to participate  
21 in the plan. All I had to know was they didn't want to  
22 participate in the plan. That means they are not there and  
23 I can say they are not in the plan. It doesn't really  
24 matter why they don't want to be in the plan, to me anyway.

25 Q All right. Now just to clear this up, Dr. Harris,

Sim 18-5

1 you do not recall having any knowledge of the contents of  
2 the letters prior to your coming back from vacation and  
3 seeing them on August 9th?

4 A (Witness Harris) No, that is not what I said.

5 MR. McMURRAY: Objection. That is a mischaracteri-  
6 zation, Judge Laurenson.

7 WITNESS HARRIS: That is not what I said.

8 MS. McCLESKEY: Well, I don't ---

9 JUDGE LAURENSON: Wait, wait, wait just a minute.  
10 Only one person can talk at a time.

11 The objection was overruled and the answer may  
12 stand and you may follow up.

13 MS. McCLESKEY: I did not mean to mischaracterize.

14 BY MS. McCLESKEY:

15 Q Please explain to me what you did say.

16 A (Witness Harris) What I said was I didn't recall  
17 seeing -- your first question to me way back was seeing  
18 the letter until after I returned from my vacation.

19 I do recall before going on vacation, and I  
20 said July but it could have been June, but it was before  
21 I left on my vacation, having a telephone conversation in  
22 which the burden, the thrust and, you know, the news of  
23 the letter was given to me.

24 I also stated under oath and still under oath  
25

Sim 18-6 1

2 that I don't remember whether the conversation was just  
3 a commentary on what the letter contained or the reading  
4 also -- and/or the reading of the letter in whole or in  
5 part, my memory is not clear on this. That was what I  
6 said during your examination.

7 Q When the burden of the letters, as you put it,  
8 was explained to you, did you ask why these facilities  
9 were not longer available?

10 A No, I don't recall asking why. Because I am  
11 so hazy about so much of it, it is not surprising, but I  
12 don't recall asking why.

13 The way the letter was described to me, it just  
14 meant that there were two that changed things, that two  
15 things were no longer going to be available that were thought  
16 to be available.

17 Q Do you know today why these facilities aren't  
18 available?

19 A No.

20 MR. McMURRAY: Objection, Judge Laurenson. It  
21 is irrelevant.

22 JUDGE LAURENSEN: The answer may stand.

23 MR. McMURRAY: What was the answer?

24 WITNESS HARRIS: The answer was I don't know.

25 MS. McCLESKEY: I have no further questions for  
this panel.

Sim 18-7 1

2 JUDGE LAURENSEN: Any further redirect?

3 MR. McMURRAY: No.

4 JUDGE LAURENSEN: All right. At this time we  
5 will excuse Dr. Harris and Dr. Mayer.

6 (Panel excused.)

7 JUDGE LAURENSEN: This completes the formal  
8 testimony for the day, but I think we had better review  
9 the schedule for tomorrow because there have been some  
10 changes and I am not sure that there was agreement on  
11 all of the items that we have listed.

12 Does LILCO have a revised estimate concerning  
13 their cross-examination of the first three witnesses for  
14 tomorrow on the same contentions we are dealing with  
15 today?

16 MS. McCLESKEY: I believe that my present  
17 estimates stand as to Cipriani, Hines and Krieling. It  
18 may be a little shy of the 45 minutes on Cipriani and  
19 Hines, but I think we will probably hit about that.

20 JUDGE LAURENSEN: Well then sometime tomorrow  
21 morning we would be expecting to reach the testimony of  
22 the NRC staff witnesses I would assume.

23 MR. MILLER: Excuse me, I would like to clarify.

24 Ms. McCleskey, are you saying 45 minutes for  
25 Dr. Cipriani and 45 minutes for Mr. Hines, is that your  
estimate?



Sim 17-8<sub>1</sub>

MS. McCLESKEY: Yes.

MR. MILLER: And of course, Judge Laurenson, there will be questions I assume by the County, I can say there will be, and by the State and perhaps the staff.

JUDGE LAURENSEN: Well, sometime in the morning or early afternoon we will be reaching the staff witnesses. Now have the disputes concerning them been resolved as to whether they would testify individually or as a panel?

MR. MILLER: Actually Mr. McMurray and Mr. Brodenick I think had the discussions about the staff witnesses. I can go out in the hall and find Mr. McMurray.

JUDGE LAURENSEN: All I am saying is that if there is a dispute, it should be worked out before tomorrow morning or let's take it up early in the morning.

MR. MILLER: I don't think there is a dispute. I know they talked on Friday afternoon of last week.

JUDGE LAURENSEN: Then it would seem possible at least that we may be ready to reach the LILCO panel on the recovery and re-entry contentions sometime tomorrow afternoon.

Has that dispute been resolved or is that still pending?

MR. MILLER: I believe the dispute is resolved, though I don't think that we have talked about it. It is

Sim 17-9

1 my information, the latest information that Mr. Minor is  
2 flying in tonight. I assume that means he will be here  
3 tomorrow and, if necessary, to go forward on 85 and 88,  
4 the County will go forward.

5 JUDGE LAURENSEN: All right.

6 Then I would also again suggest that the parties  
7 confer concerning the time you want to set aside at whatever  
8 is an appropriate place to discuss these procedural matters  
9 that we talked about this morning before we started the  
10 questioning of this panel.

11 And also in conjunction with that, and I don't  
12 want to belabor this point, but I want to make sure everyone  
13 understands that one of the things that we are going to be  
14 looking for in terms of the County and State's request for  
15 reconsideration on our order setting a page limit and a  
16 schedule for the proposed findings of fact and conclusions  
17 of law will be some specifics as to why the schedule should  
18 be adjusted and why the page limit should be adjusted  
19 because right now there doesn't seem to be any real reason  
20 that has been presented to us to convince us that the original  
21 dates and the original page limitations should be changed,  
22 But I want to emphasize to everyone that neither of those  
23 two items is set in concrete and that we are willing to  
24 be flexible and to adjust that, but the burden really is  
25 on the County and the State to show us the specifics of

Sim 17-10

1 why the dates and the page limits should be changed.

2 So all I am saying at this point is that I think  
3 you are going to have to do a better job of showing a  
4 need for the adjustments that you are asking for, and when-  
5 ever we discuss it this week, this should be the last  
6 time we are going to discuss it.

7 I can assure you that once the hearing is  
8 finished sometime next week, the schedule will then be  
9 set in concrete and it will not be adjusted because then  
10 it would be very unfair to people to change the schedule  
11 once people start taking steps in reliance upon it.

12 So I just wanted to explain the Board's position  
13 on this so you will have at least an opportunity to address  
14 the questions that we have concerning that, and I again  
15 would ask you to try to decide among yourselves what will  
16 be an appropriate time and place to take these matters  
17 up this week.

18 Anything else for the record this afternoon?

19 (No response.)

20 JUDGE LAURENSEN: We are adjourned until 9 a.m.  
21 when we will start with Dr. Cipriani.

22 (Whereupon, at 6:20 p.m., the hearing in the  
23 above-entitled matter adjourned until 9:00 a.m., Wednesday,  
24 August 22, 1981.)

25 \* \* \* \* \*

CERTIFICATE OF PROCEEDINGS

1  
2  
3 This is to certify that the attached proceedings before the  
4 NRC COMMISSION

5 In the matter of: LONG ISLAND LIGHTING COMPANY

6 Date of Proceeding:

7 Place of Proceeding: Hauppauge, New York

8 were held as herein appears, and that this is the original  
9 transcript for the file of the Commission.

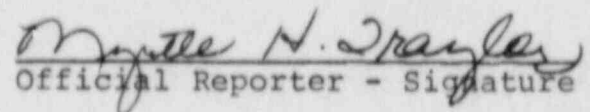
10  
11 GARRETT J. WALSH, JR.

Official Reporter - Typed

12  
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14 Official Reporter - Signature

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16 MYRTLE H. TRAYLOR

Official Reporter - Typed

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18   
19 Official Reporter - Signature

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21 MARY SIMONS

Official Reporter - Typed

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24 Official Reporter - Signature