

# ORIGINAL

## UNITED STATES OF AMERICA NUCLEAR REGULATORY COMMISSION

In the matter of:

LONG ISLAND LIGHTING COMPANY

(Shoreham Nuclear Power Station,  
Unit 1)

Docket No. 50-322-OL-3

Location: Hauppauge, New York

Pages: 14,907-15,176

Date: Wednesday, August 22, 1984

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Sim 3

C O N T E N T S

<u>WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>BOARD</u>
FRANK CIPRIANI		14,922			
EDWARD THOMPSON	14,977	15,056	15,085		
JAMES HINES		15,002 15,030	15,043	15,039	
JOHN COYNE	15,093	15,111	15,133		
SHELDON SCHWARTZ					
- and -					
JOHN SEARS	15,139	15,144			

E X H I B I T S

<u>EXHIBIT NO.</u>	<u>IDENTIFIED</u>	<u>ADMITTED</u>
LILCO Exhibit EP-69	15,020	15,029
LILCO Exhibit EP-70	15,026	15,029
New York State Exhibit 13	15,099	15,099
Suffolk County Exhibit 93	15,168	

(9:05 a.m.)

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

JUDGE LAURENSEN: We are back on the record.

Today's hearing is now open. Before we begin with the testimony pursuant to a subpoena by President Frank A. Cipriani, the Board has been informed that the County wishes to withdraw the testimony of Mr. Kreiling on Contention 24.0.

So, do you want to make your request at this time, Mr. McMurray?

MR. McMURRAY: Yes, Judge Laurenson. At this time the County is exercising its right as an Intervener to go forward on the issue of 24.0 based on its cross examination of the LILCO panel, and while Mr. Kreiling has previously been identified as a witness the County is satisfied with the state of the record, and will not offer Mr. Kreiling as a witness on Contention 24.0.

JUDGE LAURENSEN: Is there any objection to this?

MS. McCLESKEY: Yes, sir. LILCO objects to the withdrawal of the testimony of Dr. Kreiling. We were informed that it would be withdrawn at 8:30 this morning. The Board has already ruled in numerous discussions regarding the relocation center testimony that LILCO is entitled to develop on the record what other facilities had been pursued and had not been made available to LILCO.

If we had known earlier that Dr. Kreiling was

1 going to be withdrawn as a witness, we would have pursued  
2 a subpoena for him, and in addition to all that, months ago  
3 we asked when the plan was originally changed from Suffolk  
4 County Community College, we asked the County to withdraw  
5 Contention 24.0 and Mr. Kreiling's testimony, and they  
6 declined to do so, and I think at this late date, as things  
7 have developed, Mr. Kreiling ought to come and talk about  
8 why his facility isn't available to LILCO.

9 MR. McMURRAY: Judge Laurenson, when the Board  
10 said the other day it wanted to pursue the issue of the  
11 relocation facilities, it wasn't saying it wanted to pursue  
12 the issue of every single facility that LILCO might have once  
13 designated as a relocation center.

14 Rather, the Board's statement was made in the  
15 context of the two facilities, BOCES II and Farmingdale,  
16 SUNY Farmingdale, about which we are going to hear testimony  
17 this morning. These witnesses are here to talk about those  
18 two facilities.

19 This is an entirely different matter, that is,  
20 the matter of Mr. Kreiling. Mr. Kreiling is a County witness.  
21 The County has decided to exercise its right to go forward  
22 on 24.0 based on cross examination. That is a right we  
23 have under the NRC regulations. I am surprised at the  
24 position LILCO is taking, because it did ask us to withdraw  
25 Mr. Kreiling's testimony before. Also, the decision was

1 only made last night to withdraw Mr. Kreiling, so we could  
2 not have given any earlier notice to the Board or to the  
3 parties.

4 And we couldn't have made the decision to withdraw  
5 them before the cross examination, which was held yesterday.

6 JUDGE LAURENSEN: So we understand what the  
7 facts are, is Mr. Kreiling available, or is he not available  
8 today?

9 MR. McMURRAY: Last night, I informed Mr.  
10 Kreiling that we were going to be withdrawing him as a  
11 witness. He said that is fine, he is a very busy man  
12 right now. He is involved in budget matters before the  
13 legislature, including meeting with legislators, and  
14 going to committee hearings, things like that.

15 I don't know what his schedule is now.

16 JUDGE LAURENSEN: Anything further on this  
17 request by the County to withdraw this testimony?

18 MR. ZAHNLEUTER: The State has no objection to  
19 the withdrawal of the testimony. In addition, it seems that  
20 except for complaining about the fact that the withdrawal  
21 has happened, LILCO has not asked for any particular relief  
22 in this matter.

23 If it chooses to ask for such relief, I think  
24 it should do so now, and then we can decide whether or not  
25 this time would be the appropriate time to hear such motion.

1 MR. McMURRAY: Judge Laurenson, if I can just  
2 try to put this in perspective. LILCO's own testimony says  
3 it is no longer relying on Suffolk County Community College  
4 for planning purposes, and not only that, the Community  
5 College is only about three miles from the EPZ.

6 It is clear that LILCO is not relying on it.  
7 To somehow force the County to produce Mr. Kreiling, I think  
8 would be a waste of this Board's time.

9 MS. McCLESKEY: Well, in response to that, I  
10 would just like to point out that we have had testimony from  
11 FEMA witnesses which clearly indicated that one of the criteria  
12 that would be used in looking at whether the relocation  
13 centers in the plan is adequate, is what else LILCO pursued  
14 and how available or unavailable those other places are,  
15 and the questioning that was given on the LILCO panel yesterday  
16 seemd to veer from an idea that Suffolk County Community  
17 College and these other facilities were not available to  
18 one of: well, they are really not close enough anyway; and  
19 this, that, and the other, and I think when you talk to Mr.  
20 Kreiling about why his facility isn't available, and that  
21 kind of testimony, isn't on the record yet.

22 JUDGE LAURENSEN: Does the Staff wish to be heard  
23 on this?

24 MR. BOREDENICK: Yes, Judge Laurenson. Generally  
25 speaking, I believe that the County would have the right to



1 withdraw this testimony. The Appeal Board in the Prairie  
2 Island case many years ago expressly indicated that  
3 Interveners such as Suffolk County do not have to make  
4 their case through affirmative evidence.

5 However, on the other hand, I think we have a  
6 peculiar factual situation here. In some of the last  
7 arguments I heard, I think were more in the nature of  
8 arguments regarding a Motion to Quash. The problem, of  
9 course, is that we are coming to the end of this hearing.  
10 If LILCO feels they need to examine the witness, then I  
11 think they should move for issuance of the subpoena.

12 If the County would not voluntarily make them  
13 available today or tomorrow, then I think the remedy is  
14 for LILCO to seek the issuance of the subpoena today, have  
15 it served, and have the return date tomorrow or Friday.

16 So, in essence, I think the general rule is  
17 that the County could move to withdraw this testimony, but  
18 I think that the peculiar circumstances, or unique circum-  
19 stances surrounding the relocation centers controversy is  
20 such that LILCO is entitled. If they believe his testimony  
21 is going to be relevant, and obviously the County disagrees,  
22 and that is a determination the Board will have to make the  
23 same as they have made with respect to the two witnesses who  
24 are here under subpoena this morning.

25 JUDGE LAURENSEN: Okay.

1 (Board Confers)

2 JUDGE LAURENSEN: The Board has conferred, and  
3 basically we agree with what Mr. Bordenick just said as  
4 far as the rules to be applied and the test. One other  
5 thing I think should be noted here, and that is the fact  
6 that up until this morning everyone was under the assumption  
7 that Mr. Kreiling would, indeed, be here, and so I think it  
8 is not unreasonable to say that LILCO assumed he would be  
9 here, and therefore, had not previously requested a subpoena  
10 for him.

11 But I think the proper way to proceed now is  
12 to allow the County to withdraw this testimony. If LILCO  
13 believes that Mr. Kreiling's testimony is essential for its  
14 case, it should file a request that he be subpoenaed, and  
15 we can then take that up and hear arguments as to whether  
16 the subpoena should be issued.

17 So, the County's request to withdraw Mr. Kreiling's  
18 testimony on Contention 24.0 is granted.

19 Anything further before we proceed with Dr.  
20 Cipriani's testimony? All right. The way we have structured  
21 this is that at the request of LILCO, the Board issued a  
22 subpoena for the testimony of Frank A. Cipriani, the President  
23 of the State University of New York at Farmingdale. We  
24 also previously ordered that the -- at the request of  
25 LILCO -- that the testimony of Dr. Cipriani and Mr. Hines

1 would be taken separately, and that at least the first -- or  
2 rather the second witness in order, which in this case is Mr.  
3 Hines, would not be permitted to be in the courtroom while  
4 the testimony of Dr. Cipriani was taken. This is what we  
5 call a separation of witnesses, sequestration. That request  
6 has been granted by the Board.

7           The rules applicable to the testimony is that  
8 LILCO may take Dr. Cipriani and Mr. Hines as though on cross  
9 examination as adverse witnesses. Following their cross  
10 examination, we will then allow for the redirect examination  
11 by the State of New York, and then any other cross examination  
12 that may be appropriate.

13           I understand that each of these witnesses is  
14 represented by counsel today, counsel different than those  
15 who have appeared before, so perhaps we can have an entry  
16 of appearance of the counsel for Dr. Cipriani at this time.

17 End 1.  
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Sim 2-1

1                   If you could identify yourself for the record,  
2                   please.

3                   MR. CAHN: I am Richard C. Cahn, C-a-h-n,  
4                   Regional Counsel for the State University of New York.  
5                   I appear of counsel to Sanford H. Levine, who is university  
6                   counsel for the State University of New York, and whose  
7                   address is State University Plaza, Albany, New York.

8                   JUDGE LAURENSEN: And you will be representing  
9                   Dr. Cipriani in his individual capacity here today?

10                  MR. CAHN: Yes, sir.

11                  JUDGE LAURENSEN: Okay.

12                  All right, at this time then, Dr. Cipriani, if  
13                  you will come to the witness table, which is to my right  
14                  here, and, Mr. Cahn, you may be seated with him.

15                  MR. McMURRAY: Judge Laurenson, I would just  
16                  like to ask a question for clarification purposes. I  
17                  assume that the County will be given the right to cross-  
18                  examine these witnesses. I wasn't quite sure whether the  
19                  Board had stated that.

20                  JUDGE LAURENSEN: All parties will have that  
21                  opportunity. However, since Dr. Cipriani is an employee of  
22                  the State of New York, I think it would be more correct to  
23                  characterize Mr. Zahnleuter's questioning of these witnesses  
24                  as redirect examination rather than cross-examination.

25                  MR. CAHN: Judge Laurenson, at this time by

Sim 2-2

1 leave of the Board, I would like to make a brief introductory  
2 statement,

3 JUDGE LAURENSEN: Is there any objection to that?

4 MR. McMURRAY: No objection.

5 JUDGE LAURENSEN: You may do so.

6 MR. CAHN: May it please the Board, President  
7 Frank Cipriani of the State University of New York at  
8 Farmingdale welcomes this opportunity to testify and clarify  
9 for the Board the circumstances surrounding his June 21st,  
10 1984 letter to Ms. Patricia Nocher of the Nassau County  
11 Chapter of the American Red Cross.

12 Dr. Cipriani will detail for the Board the  
13 relevant considerations which must ordinarily be taken  
14 into account under guidelines of the Board of Trustees  
15 of State University by a SUNY campus President in  
16 deciding whether when and under what circumstances his  
17 campus may be made available to outside groups and agencies.

18 He will point out how use of the Farmingdale  
19 campus of State University as a relocation center in the  
20 event of a nuclear emergency at Shoreham would likely violate  
21 these State guidelines in a number of critical respects.

22 Most importantly, Dr. Cipriani will detail the  
23 facts relating to the withholding from the campus by the  
24 American Red Cross of information that a March 1984 agree-  
25 ment and revocable license was being sought by the Red Cross

Sim 2-3

1 specifically in connection with LILCO's proposed evacuation  
2 plan under circumstances when the ordinary resources of the  
3 County and State, as well known by the American Red Cross,  
4 would not be available to assist the campus in protecting  
5 the health, safety and welfare of those transported to the  
6 campus, as well as the normal and usual campus population.

7 This withholding of the actual intent of the  
8 American Red Cross prevented a proper evaluation of its  
9 request at the time the March 23, 1984 revocable permit  
10 was executed by Dr. Cipriani.

11 We have been advised that the Board permitted  
12 the LILCO witness panel to express its opinion that  
13 Dr. Cipriani was coerced by the Office of the Governor of  
14 the State of New York to write a letter dated June 21, 1984  
15 to Ms. Nocher.

16 Dr. Cipriani vigorously denies any such coercion  
17 and resents any suggestion that it took place. It is  
18 Dr. Cipriani in whom is vested the power and discretion to  
19 grant or deny permits for us of the campus by outside  
20 groups.

21 After learning of the withholding by the Red Cross  
22 of its involvement with Shoreham and after being briefed  
23 at his own request on the position of the State and the  
24 County by representatives of the Governor's Office,  
25 Dr. Cipriani made it clear to the Red Cross that that

Sim 2-4

1 organization would not be permitted to treat the March 23  
2 revocable permit as a predesignation of the Farmingdale  
3 campus as a relocation center in the event of a Shoreham  
4 emergency.

5 It should be noted that in at least three  
6 submissions before June 21st, 1984 LILCO designated the  
7 Farmingdale campus as such a relocation center without  
8 informing the campus that it was doing so and without  
9 securing State Univeristy of New York permission.

10 It is the position of Dr. Cipriani that the  
11 Farmingdale campus and State University have been greatly  
12 imposed upon in this situation.

13 Finally, I would like to suggest that from a  
14 legal point of view and all other considerations aside,  
15 there may have been a fatal impediment to LILCO or its  
16 agent contracting with SUNY Farmingdale for the specific  
17 use of the campus as a relocation center in the event of  
18 a nuclear accident.

19 It appears that all such arrangements are man-  
20 dated to be worked out among the State Office of Disaster  
21 Preparedness, the American Red Cross and the officials  
22 or owners of the facilities designated by virtue of the  
23 September 23, 1983 statement of understanding executied  
24 by the State of New York and by the American National Red  
25 Cross.

Sim 2-5 1

The existence of this agreement was of course  
known to the Nassau County Red Cross Chapter on March 23rd,  
1984 when it sought and received from SUNY Farmingdale a  
revocable permit for use of the facilities on the occasion  
of unspecified disaster occurrences.

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That concludes my preliminary statement.

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2 JUDGE LAURENSEN: All right. At this time,  
3 Dr. Cipriani, if you will stand and raise your right hand  
4 and be sworn.

5 (The witness is sworn by Judge Laurenson.)

6 Whereupon,

7 FRANK A. CIPRIANI

8 an adverse witness, called by Long Island Lighting Company  
9 and, having first been duly sworn, was examined and testified  
10 as follows:

11 CROSS EXAMINATION

12 BY MS. MC CLESKEY:

INDEXXX

13 Q Dr. Cipriani, my name is Kathy McCleskey, and  
14 I represent the Long Island Lighting Company in this  
15 proceeding. We are seeking a license for the Shoreham  
16 Nuclear Power Station.

17 LILCO subpoenaed you here today to talk to you  
18 about relocation centers.

19 Mr. Cipriani -- excuse me, Dr. Cipriani, you  
20 are President of SUNY-Farmingdale; that's correct, isn't  
21 it?

22 A That's correct.

23 Q In that position, you are an employee of the  
24 State of New York, right?

25 A Yes.

Q I've handed you a letter that you will see on

#3-2-SueT 1

2 your table dated June 21, 1984, which is Attachment 3 to  
3 Suffolk County's revised testimony on relocation centers.

4 Is that your signature on that letter?

5 A Yes, it is.

6 Q Did you write the first draft of that letter?

7 A No, I did not.

8 Q Who did?

9 A The first draft of the letter was sent upon my  
10 request to me by Mr. Zahnleuter.

11 Q When did you request Mr. Zahnleuter to send you  
12 the draft of the letter?

13 A I believe it would have been -- I couldn't give  
14 you the exact date, but it would be within a few days  
15 before the date of the letter.

16 Q And what prompted you to request him to send you  
17 the letter?

18 A Mr. Zahnleuter had been talking with my assistant  
19 about the matter at hand. And we were informed that we had  
20 been designated as a relocation center and decontamination  
21 center.

22 And my assistant and Mr. Zahnleuter talked about  
23 this, and my assistant suggested -- recommended, I should say --  
24 that I send a letter to Mrs. Nocher indicating the position  
25 of the college. Since there was also the position of the  
Governor involved, we requested that rather than try to

#3-3-SueT1

2 paraphrase the Governor's position we requested that it be  
3 put in the form that you see but that we would revise the  
4 letter as it applied to the college itself.

5 Q Was the assistant that you are referring to  
6 Mr. Coyne?

7 A No. The assistant to the President is Mr. Burn.  
8 He would take calls that come to my office either in my  
9 absence or to do the staff work preliminary to my respond-  
10 ing to someone.

11 Q And when your assistant had these discussions  
12 with Mr. Zahnleuter, was it Mr. Zahnleuter who first  
13 initiated the discussions, or was it Mr. Burn?

14 A I really couldn't tell you that. We -- I  
15 really wouldn't know who initiated the discussions. Are  
16 you talking relative to the letter?

17 Q Yes, sir.

18 A I couldn't tell you that.

19 Q Well, did Mr. Zahnleuter first inform Mr. Burn  
20 that SUNY-Farmingdale was mentioned in the plan?

21 MR. CAHN: Well, I'm going to object to the  
22 question as calling for information not within the witness'  
23 personal knowledge.

24 If counsel would like to ask Dr. Cipriani what  
25 his understanding of the sequence of events is as related  
to him, I would have no objection, just in order to expedite

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2 matters. But, technically speaking, of course, the question  
3 calls for a hearsay response.

4 JUDGE LAURENSEN: Perhaps unfortunately, Mr.  
5 Cahn, the hearsay rule doesn't apply to our administrative  
6 proceedings and our record has been filled with a lot --

7 MR. CAHN: So I understand.

8 JUDGE LAURENSEN: -- of good and bad hearsay.  
9 So that objection doesn't apply. But, the way you should  
10 treat the questions, Dr. Cipriani, is based upon your  
11 own knowledge. If you have knowledge of a conversation to  
12 which Ms. McCleskey is inquiring, of course, you should  
13 state that knowledge. If you don't, of course, you would  
14 say otherwise.

15 The objection is overruled.

16 WITNESS CIPRIANI: Part of the problem is that  
17 these discussions had been going on for approximately a  
18 month or more. And in the intervening time, I had to enter  
19 the hospital for some surgery.

20 The matter was really primarily between Mr.  
21 Zahnleuter and my assistant. So, it would be difficult  
22 to determine who initiated the request for the letter.

23 But, from my own recollection, when I'm -- when  
24 one of my assistants recommends that I send a letter, I ask  
25 them to draft it. And then whatever alterations are  
necessary, I will make and then sign. That's the procedure

#3-5-SueT 1

that I use. I don't know if that answers your question.

2

BY MS. MC CLESKEY: (Continuing)

3

Q Partially. Was it in May that the conversations between Mr. Burn and Mr. Zahnleuter occurred?

4

A I believe that's true, yes.

5

Q You said within the month. You meant within a month of your writing the letter?

6

A That's correct.

7

Q Okay. And did you talk to Mr. Burn before you came here today about how all of this came about?

8

A Not specifically, no.

9

10

Q Is it your understanding that the first time any officials at SUNY-Farmingdale were informed that SUNY-Farmingdale was mentioned in the LILCO plan was in these May conversations with Mr. Zahnleuter?

11

A Yes.

12

13

Q No one at your facility knew about the mention of Farmingdale prior to that?

14

A No.

15

16

Q Have you checked with your staff on this matter?

17

A I checked with the Vice President for Administration who was responsible for preparing the document for my signature, the revocable permit, and the contract officer, Mr. John Coyne. And the fact that Farmingdale had been designated as a relocation and decontamination center had

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never been raised according to what they told me.

2 Q Did you change anything in the first draft of  
3 the letter that you received?

4 A Yes.

5 Q What did you change?

6 A I changed the second paragraph. That relates  
7 to Farmingdale's position.

8 Q And what changes did you make?

9 A I changed the entire paragraph, as I recall.

10 Q What was the gist of the previous paragraph?

11 A I believe it was longer and didn't, in my view,  
12 state our position. And I don't recall what it would have  
13 been. I do remember that we changed -- I changed -- Paragraph  
14 2.

15 Q What about the draft did you disagree with?

16 A I wouldn't say that I disagreed with it. I just  
17 preferred this way of saying it.

18 Q Well, did the prior draft say that you hadn't  
19 entered into any agreement with the American Red Cross or  
20 LILCO to serve as a relocation center?

21 A I think it said something to that effect.

22 Q For any emergency?

23 MR. CAHN: What was that question?

24 MS. MC CLESKEY: The question is, did the prior  
25 draft say that you hadn't entered into any agreement with

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1 the Red Cross or LILCO to serve as a relocation center for  
2 any emergency.

3 MR. CAHN: I take it that counsel's question  
4 relates to the initial draft or the prior draft, not the  
5 final letter?

6 MS. MC CLESKEY: Yes, sir, that's what I just  
7 said.

8 WITNESS CIPRIANI: I don't recall.

9 BY MS. MC CLESKEY: (Continuing)

10 Q You don't recall anything about what the prior  
11 draft said?

12 A No, because I only changed that one paragraph.

13 Q Do you remember why you changed it?

14 A As I said before, I preferred the way it read  
15 this way.

16 Q Would you characterize your change as a simple  
17 word change and not a substantive change?

18 A I believe that this best described my position  
19 and the position I've taken for the college in this kind  
20 of wording.

21 Q Did you look at any other letters to Mrs. Nocher  
22 in writing this letter?

23 A No.

24 Q Did you change anything else other than the  
25 second paragraph from the first draft?

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2 A As I recall, the only thing I changed was in  
3 that paragraph. Remember, this is the letter that my  
assistant brought to me.

4 Q Right. Do you know if he made any changes to  
5 the draft that was sent to him from the State?

6 A I couldn't tell you at this time.

7 Q When you were asked to sign the letter, did  
8 anyone tell you that it would be submitted as testimony  
9 in this proceeding?

10 A My assistant gave it to me, and he didn't say  
11 anything about it being submitted as evidence.

12 Q How did you find out it was submitted as  
13 evidence?

14 A Well, I received the subpoena.

15 Q That was the first time that you knew that the  
16 letter had been submitted?

17 A Yes, I would think that was the first time.  
18 Yes, it was the first time.

19 Q Why did you decide to sign the letter?

20 A If I may address the paragraph that you are  
21 talking about and then start from that point. It says:  
22 Please be advised that SUNY-Farmingdale has not entered  
23 into any agreement with the American Red Cross or LILCO  
24 to serve as a relocation center or as a decontamination  
25 and monitoring facility for a Shoreham emergency. Any



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1 such agreement would have to have been approved by me and  
2 no such approval has been granted.

3 In order to understand my motives here, you  
4 have to understand that as far as my responsibility goes,  
5 I am responsible for the campus to the Board of Trustees  
6 of the State University of New York. While a State employee,  
7 my primary responsibility is to the Board of Trustees of  
8 the State University. In that capacity, I am responsible  
9 not only for the academic program but also for the health  
10 and welfare of the people who are on the campus, both as  
11 students and visitors and for the facility itself.

12 We have been called on by the Red Cross and  
13 the Suffolk County Police Department, other emergency  
14 organizations, over the twenty years that I've been associated  
15 with the college on a basically ad hoc basis in which we  
16 would get a phone call and say: Is the facility available?  
17 We would say either yes or no.

18 end #3  
19 Joe flws  
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1           It is very difficult for us to say no, but more  
2 often it is the safest thing to do. You have to understand  
3 that the campus, while it is located on four hundred acres,  
4 has seventy-eight buildings, and roughly four miles of road.

5           They are all one-lane roads. There are also  
6 approximately thirty-eight acres of parking lot, for about  
7 seven thousand cars. When classes are in session, there are  
8 six thousand to seven thousand students in the day session,  
9 and a little over seven thousand, five hundred in the  
10 evening session.

11           The campus is very crowded at all times when  
12 classes are in session, because the calendar goes from -- I  
13 should say the classes are scheduled from roughly eight  
14 o'clock in the morning to approximately eleven o'clock at  
15 night. Traffic congestion on the campus is very heavy at  
16 all times.

17           As a matter of fact, we have been advised by  
18 the Department of Transportation that we are one of the main  
19 reasons for the congestion on Route 110, especially when we  
20 have change of classes.

21           My concern is that we try to make the facility  
22 available when the facility is best able to accept people.  
23 Now, in the past our experience has been mostly with  
24 weather-related emergencies. Basically, snow storms.  
25 There is always enough advance notice for us for me to

1 cancel classes and evacuate the campus. The purpose for  
2 evacuating the campus is to make sure that the thousand,  
3 two hundred students who live on the campus will have sufficient  
4 heat for the dormitories, and food, and in order to ensure  
5 that classes may begin without delay, the following day or  
6 soon after the snow or weather emergency ends.

7 We are among the first campuses to actually  
8 cancel classes and send people home so that, number one,  
9 we don't have the campus congested so that snow removal and  
10 other emergency procedures can be safely carried out, and  
11 number two, that we don't dump such large numbers of cars  
12 on the road. Route 110, as you know, is a very heavily  
13 traveled road.

14 To have made the campus available to the Red  
15 Cross, on the basis that we always made it available, was  
16 the intent of that permit. That meant that we didn't have  
17 to provide anything more than the space, and in order to  
18 ensure that, only one building has been designated, Roosevelt  
19 Hall. Only one of the seventy-eight. And the reason is  
20 very simple. We are operating at virtually 110 percent of  
21 rated capacity for classes. But beyond that, most of the  
22 facilities are laboratories, studios, barn buildings, and  
23 so forth.

24 To have something of this kind of specialized  
25 nature that would have required radiological treatment,

1 without having been involved in the planning at all, simply  
2 would have been, in my view, sort of signing a blank check  
3 and saying it is all right to come and use the campus.

4 We couldn't do that, because our security force,  
5 for one, never numbers more than four people at a time, and  
6 our back-up for our security is the Suffolk County Police  
7 Department.

8 We would have had to rely quite heavily on the  
9 Suffolk County Police Department in order to work with any  
10 emergency.

11 In terms of making our campus then available for  
12 radiological emergency, I had to take some things into  
13 consideration. For one thing, if it occurred at any time  
14 during the class day, there would be from six to eight  
15 thousand people on campus at any particular hour between  
16 eight and -- eight a.m., and eleven p.m. Half -- approxi-  
17 mately half of those people live in Suffolk County. The  
18 other half live in Nassau County.

19 To be faced with the problem of having four  
20 thousand people go to Nassau County, and four thousand people  
21 trying to go back to Suffolk who might not be able to go back  
22 to Suffolk County, and having three thousand people come on  
23 the campus when the facility that we had designated is  
24 roughly fifteen thousand square feet, and couldn't accommodate  
25 more than, perhaps, two hundred fifty or three hundred people,

1       seemed to me to be a very irresponsible thing to do.

2                   I couldn't promise that we would be able to  
3 provide safe access and truly a safe haven, which is what  
4 I believe the Red Cross was looking for.

5                   In the case of the material I read, we were  
6 talking about decontamination centers, areas that would have  
7 to be segregated, where vehicles and personnel and clothing  
8 and so forth had to be set aside, and no one had indicated  
9 to us where it would be, how it would be handled, who would  
10 provide the security in addition to the campus security,  
11 since it appeared that the Suffolk County Police Department  
12 were directed by the County not to participate, and another  
13 concern, which may not be a human one, many people seem to  
14 forget about the fact that Farmingdale is an agricultural  
15 and technical college, we have animals that we have to be  
16 concerned about. A dairy herd that gets milked.

17                   If there are problems with radiation contamination,  
18 if there is some problem with the water, if there are  
19 facilities that need to be used that we cannot then use later,  
20 these are all matters that I have to take into account, and  
21 for those reasons and a few others, I could not see how we  
22 could possibly have provided the kind of haven that the Red  
23 Cross had envisioned in the LILCO plan.

24                   Q       Dr. Cipriani, you spoke of the material that  
25 you read in connection with setting up decontamination and

1 monitoring. What material are you referring to?

2 A Some of it was material that had to do with  
3 LILCO testimony, I believe.

4 Q And when did you receive that?

5 A My assistant brought it to me. Apparently he  
6 had requested it, and brought it to me after he had read  
7 it, and the one that I am looking at right now is a thing  
8 called Revision 4, and it is just a page, 4.2.1, which shows  
9 that SUNY Farmingdale is a distance of 32 miles, and has  
10 a capacity of 3,000.

11 Q You read that material before you signed the  
12 letter?

13 A Yes.

14 Q And you know for a fact that your assistant  
15 requested the material from someone?

16 A Yes. I am presuming that would be what he would  
17 do, because I am asking him to do the staff work for me and  
18 bring me up to date.

19 Q But you don't know when he had the initial  
20 discussions with the State?

21 A I would have to ask him. In fairness, it was kind  
22 of an on-going discussion, and it started in early or mid-May  
23 and continued right on through June. Actually, continued  
24 to the present. It would be hard to pinpoint when it  
25 occurred.

1                   And again, I am giving you second hand information.  
2                   I rely on my staff people to provide me with the information,  
3                   because I couldn't possibly keep up with all of the details  
4                   that would come across my desk.

5                   Q        Could you describe for me how, from the period  
6                   of the first contact -- of the first knowledge at SUNY  
7                   Farmingdale, in May, as you said, of knowing that Farmingdale  
8                   was mentioned in the plan, to the signing of the letter, what  
9                   contact you had with your assistant. Was it an on-going  
10                  process? Did you have two meetings, and that was it? Could  
11                  you describe that for me?

12                  A        My assistant meets me every morning at 8:15 in  
13                  my office, and we talk about a number of things. On some  
14                  of those occasions we would have talked about this. And  
15                  the beginning, there was less discussion than there was as  
16                  we got closer to this day.

17                  But it is an on-going dialogue that I have with  
18                  him every morning. He makes the coffee, and we sit down and  
19                  we talk.

20                  Q        Pretty handy. Did you request additional  
21                  information from him as your dialogue developed?

22                  A        Of course.

23                  Q        Did you ask to see any further information about  
24                  what SUNY Farmingdale was being relied upon for in the LILCO  
25                  Plan?

1           A       We would have discussed it, and in the process  
2 my asking the question would have probably, since I was an  
3 Assistant to the President at one time, too -- would have  
4 probably triggered him to take it as a directive to get more  
5 information.

6           Q       When you were considering all the details that  
7 you described a little while ago in your answer about  
8 why you would or wouldn't give permission to use Farmingdale  
9 as a relocation center in an emergency at Shoreham, did you  
10 discuss these details with the Red Cross?

11          A       Personally?

12          Q       Or anyone on your staff.

13          A       I didn't talk to anybody from the Red Cross.

14          Q       Do you know if anyone in your Staff discussed  
15 these details that you have raised with the Red Cross?

16          A       I know there were discussions between Coyne and  
17 Dellaquila, Frank Dellaquila, Vice President.

18               MR. CAHN: She is talking about just during that  
19 month before the June 21st letter. I assume that is what  
20 the question is.

21               BY MS. McCLESKEY: (Continuing)

22          Q       Yes, sir. We are talking about from May, when you  
23 learned that Farmingdale was in the Plan, until June 21, when  
24 you signed the letter?

25          A       I didn't talk to anybody from the Red Cross.



1 MR. CAHN: I think Ms. McCleskey would like to  
2 know whether you know whether anybody in your Staff contacted  
3 the Red Cross about these questions during that month before  
4 the June 21st letter was written?

5 WITNESS CIPRIANI: I don't know.

6 BY MS. McCLESKEY: (Continuing)

7 Q Did you ask anybody to look into the details?

8 A No, I did not.

9 Q And you signed the June 21 letter with the  
10 understanding that part of what the LILCO plan was relying  
11 on Farmingdale for was monitoring and decontamination center?

12 A That is correct.

13 Q And all of these considerations that you just  
14 discussed went through your mind before you signed the letter  
15 on June 21st?

16 A They go through my mind in every single case that  
17 I am called upon to use the campus for something other than  
18 an educational purpose.

19 My Staff knows that. Most of the people I work  
20 with have been working with me for fifteen or more years.  
21 So, in many ways it simply a reflex action. It isn't just  
22 the LILCO plan. It would be any plan that would have required  
23 that the campus commit itself to providing a safe sanctuary  
24 and was not in a position to be able to provide that safe  
25 sanctuary.

1 Q Do you live on Long Island, Dr. Cipriani?

2 A Yes, I do.

3 Q Do you live in Suffolk County?

4 A Yes, I do.

5 Q How long have you lived there?

6 A Twenty years.

7 Q Do you read the newspaper regularly?

8 A I read the newspaper, but not necessarily  
9 regularly.

10 Q Do you receive it at your home each day?

11 A Actually, I receive it in the office, which is  
12 the wrong place to get it, because I never get a chance to  
13 read it.

14 Q Yeah, I have the same problem. SUNY Farmingdale  
15 has entered into an agreement with the American Red Cross for  
16 use of the facility as a relocation center, isn't that right?

17 A That is correct. No, I am sorry. Not as a  
18 relocation center, but as a -- in case of a disaster. A  
19 relocation center has come to have a completely different  
20 connotation.

21 Q Okay. Would you prefer the words, 'mass shelter,'  
22 in connection with the agreement with the American Red  
23 Cross?

24 A How big is, 'mass?' I mean --

25 Q What is your understanding of what you have agreed

1 to provide to the American Red Cross under the agreement  
2 that you have with them?

3 A What we agreed to provide to the Red Cross this  
4 year, was the same that we have been providing to them without  
5 an agreement for the 19 years before, and that is a place  
6 where, in an emergency, we would be asked to provide shelter  
7 of some sort, and if we could provide it we would. We never  
8 had to provide shelter for more than fifty people in the twenty  
9 years that I have been involved with the campus, and it has  
10 always been in times when the campus was virtually empty.

11 That was what we had in mind.

12 Q If you look there on your table, you will see  
13 I have put a copy of the agreement between SUNY Farmingdale  
14 and the American Red Cross, which is Attachment 5 to LILCO's  
15 testimony on relocation centers.

16 Do you see that?

17 A Yes.

18 Q The first page of that document is a letter  
19 from Mr. Coyne -- am I saying his name right?

20 A Coyne. That is correct.

21 Q To Mr. Edward Thompson at the Red Cross. Do you  
22 see that?

23 A Yes.

24 Q Do you know Mr. Thompson?

25 A No, I don't.

1 Q You have never met with him?

2 A I don't ever recall meeting him at all.

3 Q You see there in the second paragraph, where Mr.  
4 Coyne represents that you have agreed to allow the American  
5 Red Cross the use of the campus facilities as an official  
6 shelter during a disaster, and that you have identified  
7 Roosevelt Hall as the site?

8 A Yes.

9 Q Is that an accurate representation?

10 A Accurate as to what. I am sorry.

11 Q Did you, Dr. Cipriani, agree to allow the American  
12 Red Cross the use of the campus?

13 A Yes, we did, according to the revocable permit  
14 that ensued, that followed this particular letter. As  
15 I understand it, this is not the agreement. What is the  
16 agreement is the document that I signed, that is the revocable  
17 permit.

18 Q And it is true that you approved that agreement,  
19 as Mr. Coyne states in his letter?

20 A It is true that I approved and signed the revocable  
21 permit.

22 Q Okay. I beg your pardon?

23 A I wasn't copy, so I couldn't answer. As you notice,  
24 I wasn't copied on that letter. I would take it it was part  
25 of the discussion between Thompson and Coyne, and apparently

1 Mr. Dellaquila, too.

2 Q How many people can Roosevelt Hall hold? Do you  
3 know?

4 A Standing? Sitting? Roosevelt Hall is a circular  
5 building. It has a circular gymnasium, which I believe is  
6 approximately thirteen thousand square feet. It is now the  
7 Student Union Building. I would guess you could seat nine  
8 hundred people in it on folding chairs.

9 Q The gymnasium is thirteen thousand square feet,  
10 or the entire building is thirteen thousand square feet?

11 A Well, the gymnasium is virtually the whole  
12 building. There are offices in other rooms around the  
13 periphery. There is a little theater that will seat three  
14 hundred people, so altogether, if you want to have everyone  
15 sitting, it would be, I would say, maximum, really tight,  
16 fifteen hundred people.

17 I have never seen fifteen hundred people in the  
18 building.

19 Q With your understanding, does this agreement with  
20 the American Red Cross cover shelters for people coming from  
21 hurricanes?

22 A Yes, if we are capable of handling them, it  
23 would. In other words, if the campus were itself not in  
24 a position where it had to spend a lot of energy to make  
25 the facilities accessible themselves, like falling trees

1 and so forth.

2 Q And does the agreement cover shelter for people  
3 who are coming from a fire?

4 A Again, yes, if it is within the capability of the  
5 campus to receive them. And again, the number of people that  
6 are involved.

7 Q And does the agreement cover a chemical spill?

8 A A chemical spill?

9 Q Yes, sir. If there was a chemical spill in the  
10 area, and the Red Cross called you up and said we would like  
11 to use your facility to house people who are being asked to  
12 leave an area as a result of a chemical spill.

13 Would your agreement cover that?

14 A Well --

15 MR. CAHN: I am going to object to the question.  
16 First, as to form, and second, in that it does call for a  
17 legal conclusion by this witness who is not a lawyer, as to  
18 the interpretation to be given this revocable permit, which  
19 is a different legal creature than an agreement, I must say.

20 If the counsel would like to ask the witness  
21 what the witness' reaction or response would be in the event  
22 he received a communication from the Red Cross that there  
23 had been a chemical spill, and that the Red Cross needed to  
24 use Roosevelt Hall, I would have no objection to his responding  
25 to that question, but I would suggest that is the proper

4-14-Wal

1 question.

2 MS. McCLESKEY: Judge Laurenson, I think I am  
3 entitled to explore what shelter for a disaster means to  
4 Dr. Cipriani, since he has a definite meaning in his own  
5 mind of which disasters are included in his agreement, and  
6 which are not, and I don't understand the objection.

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9 End 4.  
10 Mary fols.

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Sim 5-1

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JUDGE LAURENSEN: The objection is overruled.  
You may answer the question.

THE WITNESS: Your question was about a chemical spill?

BY MS. McCLESKEY:

Q Yes, sir. Would you shelter people from a chemical spill under this agreement?

A If the campus were in a position to accept the people in a safe fashion, yes.

Q What about if there had been a radiological emergency at Brookhaven National Lab and people were being asked in that area to leave and the Red Cross called you up and asked whether you could house some of those people?

A I am troubled with the word "housed." When I talk about housed, I think of dormitories and beds. Some might interpret it as meaning just a place that people can wait for a while until they can leave and go some place else. Which do you mean?

Q I mean providing shelter for, let's say, up to 36 hours.

A Up to 36 hours?

Q Yes.

A Again, it would be a question of how many and whether or not we could accommodate them safely. By and large we would try, if this might help, we would do every-



sim 5-2

1 thing within our power should the facilities be safe enough  
2 to provide shelter on a temporary basis, because you have  
3 to keep in mind the campus itself is a small, very tight  
4 little town. We have problems with sanitary facilities.  
5 We had our own sewage treatment plant before we even put  
6 it into the southwest sewer district.

7 We have water concerns. We have concerns about  
8 showers and other sanitary facilities. When you ask the  
9 question, I have to take into account how long and how  
10 many, and that is why I am having difficulty answering your  
11 questions.

12 (Pause while the witness and his counsel confer.)

13 Q Would your agreement cover housing people from  
14 a radiological emergency at Shoreham?

15 A Under the same conditions and the same  
16 circumstances.

17 Q If you could do it safely?

18 A That is correct in that particular facility.

19 Q And when you say if you could do it safely, in  
20 the hurricane, the fire, the chemical spill and the radio-  
21 logical emergency you mean if your own facility wasn't  
22 affected by those emergencies; is that right?

23 A I didn't say that. I said that if my facility  
24 was in a condition to be able to accept those people safely.  
25 That is to say that the circumstances, if there

Sim 5-3

1 was sufficient security, that we had the police department  
2 assisting our two, three or four security officers at the  
3 time and that the other operations of the campus would not  
4 either be interfered with or impede the remedy for that  
5 particular emergency. These all have to be taken into  
6 account, and it is a very difficult question to answer  
7 because the campus condition varies with the time of day  
8 and the time of year and the number of people.

9 All together we have over 22,000 people that use  
10 the campus in one particular year. There are over 1,400  
11 full-time and part-time employees and we have some six or  
12 seven thousand school children who come to visit the farms.  
13 All of these have to be taken into account and that is why  
14 the revocable permit states specifically that you have to  
15 call first before we will be able to tell you whether or  
16 not you can safely use our facility. To do less would be  
17 very irresponsible.

18 Q Do you have classes in the summer?

19 A Yes.

20 Q Do as many students come in the summer as there  
21 are during the school year?

22 A No.

23 Q About what is the student population in the  
24 summer?

25 A We register approximately 5,000 in the summer.

Sim 5-4

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Q Assume for me for a moment that there has been a radiological emergency at Shoreham. Assume first that the plant has been licensed and it is operating. And assume for me that there has been a radiological emergency at Shoreham. It is in the summer. It is about 5 o'clock and the Red Cross in your area is not affected by the emergency, and the Red Cross calls you up and says, Dr. Cipriani, we have 400 people who need temporary shelter because they have left their homes, they have been asked to leave their homes for their own protection and we would like to send them to Roosevelt Hall Gymnasium and shelter them there under the agreement in our experience with you for sheltering.

What is your response going to be?

MR. McMURRAY: A point of clarification. Has there been a release during this accident, this hypothetical accident, a release of radiation?

MS. McCLESKEY: I don't see how it is ---

THE WITNESS: That would be one of the questions I would have to ask.

MS. McCLESKEY: Let's assume there has been a release.

THE WITNESS: All right. Now there are a number of questions I would have to ask, or one of my designees would ask.

One would be what is the nature of the housing

Sim 5-5

1 that would be required? Is it medical first-aid, or is it  
2 just a place to wait? That is one consideration.

3 BY MS. McCLESKEY:

4 Q Okay. Perhaps it would be easier if I answered  
5 each of your questions so we have the whole hypothetical  
6 laid out, and the answer to that is I am the Red Cross and  
7 I am bringing all the medical, bed, chairs, food and every-  
8 thing that they need. All you have to do is let us walk  
9 into the building.

10 A That is a lot easier than done. To walk into  
11 the building, into Roosevelt Hall, for example, would mean  
12 that you would have to come on the campus, and at 5 o'clock,  
13 if I got the call, I would know that at 6 o'clock I would  
14 have 2,000 students on campus from 6 to 10 p.m. in the  
15 summer.

16 So I would have to take that into account.  
17 Roosevelt Hall is in the middle of the campus, or I should  
18 say in the middle of the academic part of the campus. I  
19 would have to take that into account.

20 And I would also ask again how long would the  
21 people be there? Another critical question would be have  
22 you contacted the Suffolk County Police Department and will  
23 they be sending people to assist in crowd control and  
24 traffic?

25 Q All right. Let me answer the rest of the

Sim 5-6

1 questions and then have you answer my initial question.

2 We have contacted the police and they are coming,  
3 as many as is necessary. We anticipate right now that the  
4 people that we are sending to Roosevelt Hall will probably  
5 have to be there for about 36 hours. And these people, these  
6 500 people that I am trying to send to Roosevelt Hall will  
7 be trickling in over a period of about six or seven hours.  
8 So we don't think that there is going to be an influx all  
9 right away at 6 o'clock.

10 Now I have called you and I have asked you to  
11 use your facility and you have asked me all these questions  
12 as the Red Cross representative and I have represented all  
13 this information to you.

14 Are you going to deny use of your facility?

15 MR. McMURRAY: Objection.

16 MR. CAHN: I am going to object to the question.

17 There is absolutely no indication whatsoever up to this  
18 moment that under those circumstances the Suffolk County  
19 Police Department would participate in crowd control or  
20 in any other fashion with regard to such an emergency.  
21 Therefore, the hypothetical question is based upon a set  
22 of facts which cannot come about as I know it.

23 MS. McCLESKEY: Judge Laurenson, this man has  
24 stated in his letter that because of the Governor's position  
25 on Shoreham that he would not allow his facility to be used,

Sim 5-7

1 and he has now stated here before the Board that there are  
2 circumstances under which he would consider use of Shoreham  
3 and I would like to know what those circumstances are.

4 JUDGE LAURENSEN: In regard to the Suffolk County  
5 Police response under your hypothetical question, of course,  
6 the issue really is whether there is anything in the record  
7 to support that fact being placed in a hypothetical question.

8 I would like to hear what your view is from the  
9 record that would support that. I mean a hypothetical  
10 question has to be based on facts that are in the record  
11 in order to have it be meaningful or helpful.

12 MS. McCLESKEY: I think it is based on facts  
13 in the record because I think we have had numerous socio-  
14 logical experts as well as other witnesses who have been  
15 involved in emergencies who have stated numerous times on  
16 the record that the police would respond to an actual  
17 emergency in Suffolk County no matter what the nature of that  
18 emergency was.

19 In addition, we have Governor Cuomo's statement  
20 which went unchallenged on cross-examination that in a real  
21 emergency at Shoreham that the State and the County would  
22 do everything it could to respond and that no one questions  
23 that. Therefore, I think there is basis for my hypothetical.

24 MR. McMURRAY: Judge Laurenson, the facts in the  
25 record state that the Suffolk County Government, including

Sim 5-8

1 the police, will not participate in a response to a radio-  
2 logical emergency at Shoreham. No matter what LILCO's  
3 expert witnesses' opinions are, the facts are, and we have  
4 had lots of Suffolk County police officers come up here,  
5 and we have had the statements of Suffolk County witnesses,  
6 all going to the effect that the Suffolk County police will  
7 not go to Farmingdale or anywhere else in the event of a  
8 radiological emergency at Shoreham.

9 So there is no basis in this record for  
10 Ms. McCleskey's hypothetical.

11 MS. McCLESKEY: Judge Laurenson, I believe that  
12 everything in the record goes to whether they will plan for  
13 an emergency, and Mr. McMurray is now representing on behalf  
14 Suffolk County that Suffolk County has no intention of  
15 responding to a real emergency if this plant is licensed,  
16 I would like him to state that.

17 And I think it is important that he clear up  
18 that representation because the question is bound to come  
19 up again in other questions.

20 JUDGE LAURENSEN: I think the County has made  
21 its position in this regard throughout this proceeding  
22 that they will not support emergency planning for Shoreham  
23 at this state because of the resolution of the County  
24 Legislature.

25 On the other hand, I think Ms. McCleskey is

Sim 5-9

1 correct that there is some evidence in the record from other  
2 sources indicating that in the event of an actual emergency  
3 at Shoreham, assuming that the plant is licensed and  
4 operating, that the County police would indeed respond.

5 So now it seems to me that we have a question  
6 as to the weight which would be given to this testimony and  
7 whether we would find that fact to be established. That is  
8 something we don't know at this point, but I agree with  
9 Ms. McCleskey that there is some evidence in the record to  
10 support this hypothetical question.

11 So the objection is overruled, and you may answer  
12 the question is you can remember what it was.

13 THE WITNESS: I have got a feel for it. My  
14 biggest concern here is that I have heard some confusing  
15 statements as to whether or not the County would participate  
16 and whether or not I could rely upon the police department.

17 I would have to be able to rely on those factors  
18 in making my decision. I couldn't otherwise make the  
19 decision. If I knew for a fact that the Red Cross had  
20 already contacted the police department or my security people  
21 had contacted them and they were on their way, certainly  
22 that would affect my judgment.

23 But I am concerned that we are going from what  
24 we had envisioned in this revocable permit, which was to  
25 take the campus as it was and to provide the facilities as



Sim 5-10

1 they were able to be used at the time of the emergency.

2 Anything that would have required a more formal  
3 preparation, that would have indicated that we were in fact  
4 a disaster relocation area would have had to come from the  
5 New York State Office of Disaster Preparedness. They are  
6 the ones that we would have had to work with in this parti-  
7 cular case when you are talking about radiological and  
8 decontamination procedures.

9 If it is just bringing people on the campus, and  
10 our experience has been that where there have been 50 or  
11 so people, we haven't had any problems, especially when the  
12 campus was vacant, and I would say we could handle it.

13 We could continue with the hypothetical, but I  
14 am uncomfortable with so many of the other variables that  
15 would be present at the time. For example, there would  
16 have to be a consideration about the weather conditions, if  
17 it were raining.

18 BY MS. McCLESKEY:

19 Q What is the basis of your opinion that you would  
20 have to be working with the Office of Disaster Preparedness  
21 in order to provide shelter to people in a radiological  
22 emergency?

23 A In any major disaster like a radiological emergency  
24 or as the result of a war or something of that nature, there  
25 is a contract between the American Red Cross and the State

Sim 5-11

1 of New York where the Office of Disaster Preparedness is  
2 responsible for coordinating all of that kind of activity  
3 that requires a longer-range plan than the simple avail-  
4 ability of facilities.

5 Q Dr. Ciprinai, are you referring to the document  
6 that I have placed on your table entitled "Statement of  
7 Understanding Between the State of New York and the American  
8 National Red Cross"?

9 A I believe that is it.

10 MS. McCLESKEY: For the record that is Attachment  
11 4 to LILCO's testimony.

12 BY MS. McCLESKEY:

13 Q When did you first see this document?

14 A This was brought to me with the other materials  
15 by my assistant.

16 Q In May?

17 A It would probably have been -- I couldn't tell  
18 you. I was in the hospital for four days and it would  
19 have either been just before May 22nd or right after that.

20 Q It wasn't in January of this year?

21 A No, but we would have had a copy of this. That  
22 would have been sent to all State agencies.

23 Q Does Mr. Coyne, whose name appears on the cover  
24 letter to your agreement, report directly to you?

25 A He reports to the Vice President for Administration.

Sim 5-12 1

Q And who might that be?

2

A Frank Dellaquila.

3

Q And Mr. Dellaquila reports directly to you?

4

A Yes.

5

Q Are you acquainted with a fellow named Walter

6

A. Schnell?

7

A Yes.

8

Q And who is he?

9

A He is the Assistant Vice President for Student

10

Affairs and one of his duties is that he is responsible

11

for the campus security staff.

12

Q Does he report directly to you?

13

A No.

14

Q Who does he report to?

15

A He reports to the Vice President for Student

16

Affairs.

17

Q Who is that?

18

A Noel Palmer.

19

Q And are you acquainted with a fellow named Fred

20

R. Harrison?

21

A Yes.

22

Q And what is his position at SUNY Farmingdale?

23

A He is the Campus Safety Officer and responsible

24

for grounds.

25

Q And I take it he does not report directly to you?

Sim 5-13 1

A No, he does not.

2

Q Does he report up through a chain of ---

3

A Eventually reports to Frank Dellaquila.

4

Q Are you aware of any meetings that took place

5

in January of this year between Mr. Dellaquila, Mr. Coyne

6

and Mr. Thompson of the American Red Cross?

7

A Am I aware? Yes.

8

Q What is your understanding of how many meetings

9

took place?

10

A What month was that?

11

Q January of this year or February of this year.

12

A I know that there was a meeting in January. I

13

don't know of any meetings in February, but there might

14

have been.

15

Q You know of one meeting?

16

A Yes.

17

Q Is it your understanding that only one meeting

18

took place?

19

A No.

20

MR. CAHN: You mean in January?

21

MS. McCLESKEY: Yes, sir.

22

THE WITNESS: My understanding is that it happened

23

late in January and I would assume that only one occurred

24

then. There might have been another, but that would be

25

staff work. It would be a detailed kind of thing that I

Sim 5-14

1 wouldn't get involved in.

2 BY MS. McCLESKEY:

3 Q Do you know who else attended those meetings  
4 besides Mr. Dellaquila and Mr. Coyne?

5 A That meeting was between Thompson, Dellaquila and  
6 Coyne.

7 Q Do you know what the purpose of the meeting  
8 was?

9 A It was to discuss the revocable permit between  
10 the Nassau County Red Cross and Farmingdale.

11 Q Is it your understanding that nothing was  
12 mentioned about Shoreham being included as part of this  
13 revocable permit during those meetings?

14 A That is correct.

15 Q So it is your understanding that nothing was  
16 said about the Red Cross coming to you because in part your  
17 facility was in the LILCO plan?

18 A I am sorry. I missed the thread of your question.  
19 Say that again.

20 Q It is not your understanding that at that meeting  
21 the Red Cross stated they were coming to SUNY Farmingdale  
22 in part because SUNY Farmingdale was listed in the LILCO  
23 plan?

24 A I don't believe that was the case, no, because  
25 it never came up at subsequent meetings or in the contract  
itself.

end Sim  
Suefols

#6-1-SueT

1 Q And as far as you know, during that meeting  
2 there was no discussion of the problems that SUNY-Stonybrook  
3 was having in deciding whether or not to be a relocation  
4 center for the LILCO plan?

5 A That would be the kind of detail that would be  
6 talked about by the individuals that were working up the  
7 agreement. I wouldn't be involved in that in the least.

8 I couldn't answer that. I mean, I don't know  
9 anything about that.

10 Q Well, did they report to you about the meeting?

11 A I had a -- it was reported at a staff meeting  
12 that -- under the area of use of facilities -- the  
13 American Red Cross was interested in a formal arrangement  
14 in the use of facilities in the case of a disaster.

15 Q And when that report was made, no mention of  
16 Shoreham was made?

17 A No.

18 Q No mention of the LILCO plan was made?

19 A No.

20 Q Did you inquire as to why after all these years  
21 the Red Cross was coming to SUNY-Farmingdale to ask for  
22 a written agreement?

23 A No. I sign about eight or ten of these a week.  
24 There would be about three or four hundred. And, basically  
25 that's why we have staff people to do these things.

#6-2-SueT 1

2 I would have automatically presumed that all the  
3 necessary questions had been asked by my staff people.  
4 When they have a document for me to sign, unless there is  
5 some question in my own mind, I will have to assume that  
6 they took care of all the detail.

7 Q And I take it from your answers that you have  
8 no knowledge of further meetings that may have been held  
9 with the Red Cross and your staff members, Schnell and  
10 Harrison?

11 A If Schnell and Harrison were involved, it had  
12 to be a subsequent meeting. But I wouldn't have been  
13 involved in that.

14 Q And you have no knowledge today of those  
15 meetings?

16 A I only know that on the 24th those three people  
17 met, and the purpose was to work out an agreement. And  
18 anything else that might have transpired was again, as I  
19 said, staff work. And the likelihood is that it might  
20 have happened.

21 Q Did the original draft of the June 21 letter,  
22 that paragraph that you rejected, mention the fact that  
23 there was an agreement between SUNY-Farmingdale and the  
24 American Red Cross?

25 MR. CAHN: I object to the form of the  
question. The witness' testimony was not that he rejected

#6-3-SueT 1

the paragraph but that he revised it.

2

MS. MC CLESKEY: My recollection is that the witness testified that he struck the second paragraph and totally rewrote it. But I will be glad to reword the question if there is any problem with it.

6

MR. CAHN: I would very much appreciate your doing so.

8

MS. MC CLESKEY: All right.

9

BY MS. MC CLESKEY: (Continuing)

10

Q When you revised the June 21 draft letter, do you recall seeing anything in the draft letter that mentioned the agreement between SUNY-Farmingdale and the American Red Cross for shelters?

11

12

13

14

A No. I have to confess that I was more concerned the facts as they were there, as you saw them, the data, was pretty much the same. I just didn't like the form in which it was put. That is, the sentence structure, syntax, et cetera.

15

16

17

18

19

Q In reviewing the letter prior to signing it, did you consider mentioning your agreement with the American Red Cross in the letter?

20

21

22

A In the letter of the 21st?

23

Q Yes, sir.

24

A I'm afraid I don't understand the question.

25

Q Did it cross your mind that the agreement



#6-4-SueT 1

2 between SUNY-Farmingdale and the American Red Cross for  
3 shelters might be pertinent and might be something you  
4 would want to put into this letter?

5 MR. CAHN: I object to the question.

6 MR. MC MURRAY: I do, too, Judge Laurenson.  
7 It's vague. I don't understand what Ms. McCleskey is  
8 getting at.

9 MR. CAHN: I don't understand it either. I  
10 don't think the witness does either.

11 WITNESS CIPRIANI: I'm sorry. I do not under-  
12 stand it.

13 MS. MC CLESKEY: I will be glad to repeat it,  
14 but I think that it's not vague.

15 JUDGE LAURENSEN: Well, their indication is that  
16 they don't understand it. His answer is that he doesn't  
17 understand the question, so I don't think repeating it is  
18 going to assist him.

19 MS. MC CLESKEY: Perhaps I can reword it, then.

20 BY MS. MC CLESKEY: (Continuing)

21 Q Did you consider stating in the letter when  
22 you were reviewing it and drafting it that there was  
23 an agreement with the American Red Cross and SUNY-Farmingdale  
24 for shelters?

25 MR. CAHN: I object to the question as irrelevant  
to the issues before this panel.

#6-5-SueT

JUDGE LAURENSEN: Overruled.

2 WITNESS CIPRIANI: What I'm having difficulty  
3 with is that the letter addresses the agreement. It does  
4 address the agreement.

BY MS. MC CLESKEY: (Continuing)

6 Q Which agreement do you think it addresses?

7 A The revocable permit.

8 Q Which sentence addresses the revocable permit?

9 A I'm afraid I just don't understand. I'm sorry  
10 I'm being somewhat dense, but I just don't understand it.

11 MR. MC MURRAY: I would like a clarification.

12 Is Ms. McCleskey asking for a specific sentence that mentions  
13 the agreement, or is she talking about the context of the  
14 letter?

15 JUDGE LAURENSEN: I think that is for the witness  
16 to answer.

17 WITNESS CIPRIANI: As I understand it, if I can  
18 just -- the intent of the letter was to have the American  
19 Red Cross understand that the agreement that we had, the  
20 revocable permit that we had, did not include a Shoreham  
21 emergency.

22 BY MS. MC CLESKEY: (Continuing)

23 Q Well, you didn't say that, did you, Dr. Cipriani?

24 MR. CAHN: Objection. The letter speaks for  
25 itself. It says what it says.

#6-6-SueT 1

JUDGE LAURENSEN: Overruled. It's cross-examination

2

MR. CAHN: Well, I would say, with all due respect,

3

Your Honor, that it's a bit unusual for a witness to be

4

cross-examined in advance of giving direct testimony; so

5

that, therefore, he is being cross-examined without essentially

6

any issues being framed. So, that is why I object to the

7

question.

8

I think it is, perhaps if I may respectfully say

9

so, stretching the procedures to permit a kind of badgering

10

cross-examination as contrasted with merely leading questions,

11

which is what I understood the cross-examination would

12

consist of.

13

JUDGE LAURENSEN: I don't think we have gotten

14

to the point of badgering the witness yet if that is a

15

problem here.

16

On the other hand, as I think I announced at the

17

beginning, since LILCO had subpoenaed Dr. Cipriani, because

18

of this letter of June 21st he is being treated as an

19

adverse witness. And that's the reason why they are being

20

given the right to cross-examine.

21

MR. CAHN: I do understand that. It was the tone

22

and the substance of the latter two questions that troubled

23

me, Your Honor, not the fact that Ms. McCleskey is asking

24

leading questions. I understand she is entitled to do

25

that.

#6-7-SueT 1

WITNESS CIPRIANI: Where are we now?

2

BY MS. MC CLESKEY: (Continuing)

3

Q I believe that the last statement you made was that your letter says that the agreement that you have with the Red Cross doesn't cover Shoreham. And you said -- you were looking at the letter, and I asked you where does it say that.

7

8

MR. CAHN: That's -- if it's necessary to have the last questions and answers read back, I would request that. But my recollection is that the witness testified that it was his intent in sending this letter to make it clear to the Red Cross that the revocable permit did not encompass a Shoreham emergency.

9

10

11

12

13

14

And, then Ms. McCleskey asked the question, which I characterized as a badgering question, where do you say that in your letter, Dr. Cipriani. And that's the objection of mine that I believe was overruled.

15

16

17

18

JUDGE LAURENSEN: I think your recollection is pretty close, but my recollection of the exact question was: You didn't say that, did you.

19

20

21

MS. MC CLESKEY: Rather than quibble about what the previous question was, I will ask this now.

22

23

BY MS. MC CLESKEY: (Continuing)

24

Q What sentence in your June 21 letter says that your agreement with the American Red Cross does not cover

25

#6-8-SueT 1

emergencies at Shoreham? Where do you think that you said  
that?

2

3

A In the second paragraph and the first sentence.

4

Q The first sentence that says that you have not  
entered into any agreement with the American Red Cross?

5

6

A Or LILCO to serve as a relocation center or as  
a decontamination and monitoring facility for a Shoreham  
emergency.

7

8

9

Q And you think that that sentence indicates that  
there is an agreement between SUNY-Farmingdale and the  
American Red Cross, and that it simply doesn't cover  
emergencies at Shoreham?

10

11

12

13

A That it doesn't cover a relocation center or a  
decontamination and monitoring facility for a Shoreham  
emergency.

14

15

16

Q But you think that sentence indicates that an  
agreement exists between the American Red Cross and SUNY-  
Farmingdale?

17

18

19

A There is a revocable permit, and it exists. And  
we didn't cancel it.

20

21

Q Yes, sir. I know that, and you know that, but  
do you think that that sentence says that?

22

23

A When I wrote it --

24

MR. MC MURRAY: Objection. Asked and answered.

25

WITNESS CIPRIANI: -- that's what I intended it

#6-9-SueT

1 to say.

2 JUDGE LAURENSEN: I think we have been over this  
3 in sufficient detail.

4 The objection is sustained.

5 BY MS. MC CLESKEY: (Continuing)

6 Q Why is the letter addressed to Patricia Nocher?

7 A That I would have to ask my assistant about. But  
8 she is Executive Director, American Red Cross in Patchogue,  
9 and I would assume that he got the information that that  
10 was the person to whom to send the letter.

11 Q Do you know where he got that information?

12 A That -- I don't go into that kind of detail with  
13 my staff.

14 Q Did you talk --

15 A I would assume that it was the right -- it was  
16 the proper person to address it.

17 Is it the wrong person to whom -- was that the  
18 wrong person to address it?

19 Q Well, let me ask you another question. Did you  
20 talk to your staff before coming here today in preparation  
21 for this cross-examination?

22 A Did I talk to my staff?

23 Q Yes, sir. Did you talk to Mr. Burn and Mr. Coyne  
24 and anyone else who had anything to do with the American  
25 Red Cross agreement?

#6-10-SueT1

1 A I spoke with Mr. Dellaquila, the Vice President  
2 for Administration, and to my assistant, Mr. Burn.

3 Q And when you spoke with them, you didn't ask  
4 them who Mrs. Nocher was and why the letter was addressed  
5 to her?

6 A I had no reason to ask.

7 Q Do you know Mrs. Nocher?

8 A No. I never met the lady.

9 Q So, basically the draft letter that was handed  
10 to you had Mrs. Nocher's name on it and you signed it?

11 A That's correct.

12 MS. MC CLESKEY: LILCO has no further questions.

13 JUDGE LAURENSEN: Let's go off-the-record for  
14 a moment.

15 (An off-the-record discussion ensues.)

16 JUDGE LAURENSEN: We will recess for fifteen  
17 minutes. We will reconvene at 10:45.

18 Is there an agreement among counsel as to the  
19 order in which you want to proceed with Dr. Cipriani's  
20 questioning?

21 MR. MC MURRAY: No, but we could probably do that  
22 over the break.

23 JUDGE LAURENSEN: Fine.

24 (Whereupon, a recess is taken at 10:28 a.m., to  
25 reconvene at 10:46 a.m., this same day.)

#6-11-SueT 1

JUDGE LAURENSEN: The hearing is now resumed.

2 Mr. McMurray.

3 CROSS-EXAMINATION

4 BY MR. MC MURRAY:

5 Q Dr. Cipriani, have you or any member of your  
6 staff been approached by LILCO regarding the availability  
7 of SUNY-Farmingdale in the event of a radiological emergency  
8 at Shoreham?

9 A No.

10 Q Has anyone from LILCO ever asked you for permis-  
11 sion to use SUNY-Farmingdale as a relocation center or  
12 monitoring and decontamination center in the event of a  
13 radiological emergency at Shoreham?

14 A No.

15 Q Now, Ms. McCleskey asked you a couple of  
16 questions about different types of emergencies, including  
17 emergencies at Brookhaven and Shoreham. Do you recall  
18 those questions?

19 A Yes.

20 Q In your mind, do you draw a distinction between an  
21 emergency at Shoreham and an emergency at Brookhaven?

22 A Only to the extent of the availability of the  
23 Suffolk County Police Department being able to assist, and  
24 also from the point of view of what the nature of the  
25 accident was in terms of decontamination or contamination of



#6-12-SueT1

individuals.

2 Q You are talking about the nature of the accident  
3 as Ms. McCleskey described it?

4 A Yes. I don't know if we got into the details  
5 of whether it was a radiological emergency or not. But  
6 that was one of the things that I would have had to ask,  
7 and how much time would have been envisioned in terms of  
8 quarantine and things of that nature.

9 Q When I asked whether LILCO had had discussions  
10 with you or asked you permission regarding the use of  
11 SUNY-Farmingdale, were you also referring to discussions  
12 with your staff or requests to your staff for permission to  
13 use SUNY-Farmingdale?

14 A By LILCO?

15 Q Yes, by LILCO?

16 A My answer included that, yes.

17 Q So, just to clear up the record, to your  
18 knowledge, no one from LILCO has discussed with you or  
19 your staff the availability of SUNY-Farmingdale for use as  
20 a relocation center or monitoring and decontamination  
21 center in the event of a radiological emergency at Shoreham,  
22 correct?

23 A No, they haven't. That is correct.

24 MR. MC MURRAY: I have no further questions,  
25 Judge Laurenson.

#6-13-SueT

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MR. CAHN: I have no questions, Your Honor.

JUDGE LAURENSEN: Any from the Staff?

MR. BORDENICK: No questions.

JUDGE LAURENSEN: Any further cross-examination?

MS. MC CLESKEY: No, sir.

JUDGE LAURENSEN: All right.

MR. ZAHNLEUTER: No questions.

JUDGE LAURENSEN: All right. At this time, we thank Dr. Cipriani for his testimony. That completes your testimony in this matter, so you are excused as a witness.

WITNESS CIPRIANI: Thank you.

MR. CAHN: Thank you very much for your courtesy.

MS. MC CLESKEY: Judge Laurenson, before Dr. Cipriani leaves, in case it matters to any of the counsel, LILCO is going to request either now, if you want it, or at the end of Dr. Hines' testimony that we be allowed to put on rebuttal testimony from Mr. Edward Thompson, who is an American Red Cross representative.

And the purpose of that testimony would be to discuss briefly meetings that Mr. Thompson had with staff members of Dr. Cipriani discussing the agreement that is the subject of the cross-examination.

MR. MC MURRAY: Judge Laurenson, Mr. Thompson has never been identified as a potential witness for LILCO.

#6-14-SueT 1

2 If, in fact, LILCO had been considering the  
3 use of Mr. Thompson as a rebuttal witness we should have  
4 been informed. This is a surprise. It's also unnecessary  
5 to the record.

6 JUDGE LAURENSEN: We are jumping ahead as to  
7 whether or not Mr. Thompson is going to be needed or will  
8 qualify as a rebuttal witness. I think Ms. McCleskey's  
9 announcement here was to advise Dr. Cipriani and the State  
10 that in fact they at least intend to offer this testimony  
11 and that they should decide for themselves whether he  
12 should leave or stay.

13 MR. MC MURRAY: I suggest if LILCO is going to  
14 attempt to put on a rebuttal witness to rebut Dr.  
15 Cipriani's testimony that LILCO should make that request  
16 now. If the request is granted, we should go forward now  
17 so that Dr. Cipriani doesn't have to sit around and wait  
18 until after Mr. Hines has been cross-examined.

19 MS. MC CLESKEY: I only raised it because I  
20 know Dr. Cipriani is trying to get away on vacation, and  
21 I thought that we might want to go forward with Mr. Thompson  
22 if we were going to before we took Mr. Hines.

23 And I have no objection to going forward with  
24 argument now if it's all right with the Board.

25 JUDGE LAURENSEN: Is that agreeable with everyone?

MR. MC MURRAY: It's agreeable to go forward with

#6-15-Sue7

LILCO's request.

2 JUDGE LAURENSEN: Yes, that's what we are talking  
3 about right now.

4 All right. Why don't you proceed and make your  
5 offer of proof concerning the need to call the rebuttal  
6 witness in conjunction only now with the testimony of Dr.  
7 Cipriani.

8 MS. MC CLESKEY: Yes, sir. LILCO would request  
9 that Mr. Edward Thompson be allowed to briefly testify as  
10 to three meetings that took place in January and perhaps  
11 early February of 1984 prior to the execution of the agree-  
12 ment between SUNY-Farmingdale and the American Red Cross.

13 LILCO proffers that Mr. Thompson's testimony  
14 will show that from the very first meeting which took place  
15 with Mr. Dellaquila -- I hope I'm saying his name --  
16 Dellaquila and Mr. Coyne, that he mentioned that he was  
17 there in part because SUNY-Farmingdale was mentioned in the  
18 LILCO plan, that he wanted a written agreement so that they  
19 could nail down the details because the facility was  
20 mentioned in the LILCO plan, that he raised the question of  
21 whether a State university was going to have a problem with  
22 entering into an agreement that involved Shoreham, he  
23 mentioned that SUNY-Stonybrook was having difficulties in  
24 Suffolk County, and that while the agreement would cover  
25 all emergencies, all emergencies included Shoreham.

#6-16-SueT 1

2 In addition, he will testify as to a subsequent  
3 meeting that he had with Messrs. Schnell and Harrison of  
4 the Farmingdale staff where they toured the facility,  
5 discussed in part radiological emergencies, down to details  
6 of which trashcans would be used for contaminated material.

7 And I think that all of that testimony is  
8 directly relevant to everything Dr. Cipriani represented  
9 regarding his knowledge of the staff meetings that have  
10 been held at Farmingdale, regarding his knowledge of when  
11 Farmingdale was notified that Farmingdale was relied upon  
12 in the LILCO plan. And, therefore, I ask that it be  
13 admitted as rebuttal testimony.

14 JUDGE LAURENSEN: Mr. McMurray.

15 MR. MC MURRAY: Judge Laurenson, like I said  
16 earlier, LILCO's intention to put on rebuttal witnesses  
17 comes as a total surprise to the County. Obviously, LILCO  
18 did not just think that it might want to put up Mr. Thompson on  
19 in the last few minutes and should have advised the Board  
20 and the parties of this possibility beforehand.

21 Furthermore, it's quite clear that Dr. Cipriani  
22 has taken the stand on behalf of SUNY-Farmingdale, he  
23 speaks for SUNY-Farmingdale. There is no reason to call  
24 into question his recollection. He has stated what his  
25 recollection and knowledge of the facts is.

That's not in question. There is no reason to  
rebut his testimony.

1 MR. ZAHN: Before the State expresses its  
2 position, perhaps counsel for Dr. Cipriani would like to  
3 state his position.

4 MR. CAHN: Judge Laurenson, it seems to me that  
5 counsel's offer of proof does not in any way indicate that  
6 the proffered testimony now of Mr. Thompson would rebut  
7 any of the testimony given this morning by Dr. Cipriani.

8 I do not hear Ms. McCleskey indicate that Mr.  
9 Thompson will testify that he had any meetings with Dr.  
10 Cipriani, or that, indeed, anything that Dr. Cipriani  
11 testified on the basis of his knowledge, at pertinent times,  
12 was incorrect or in error.

13 So, without being intimately familiar, as you  
14 know, with the procedural rules of the Board, and to the  
15 extent that you permit me to do so, I would oppose and object  
16 to any attempt to adduce testimony through an additional  
17 witness under the guise that that witness will be rebutting  
18 Dr. Cipriani's testimony.

19 JUDGE LAURENSEN: Does the Staff have a position  
20 on this?

21 MR. HASSELL: Yes. The Staff essentially has  
22 no objection to LILCO's proposal. We believe that, indeed,  
23 the testimony would help in the development of a sound record,  
24 given Dr. Cipriani's testimony this morning, and in view of  
25 the fact that LILCO does have the ultimate burden of proof,

1 we think it would be proper for them to go forward with  
2 their rebuttal witness.

3 MR. ZAHNLEUTER: I would like to add, Judge  
4 Laurenson, that this development does take the State by  
5 surprise. LILCO's panel was composed of Mr. Rasbury. Had  
6 LILCO thought that it was necessary to submit testimony by  
7 staff personnel, it could have supplemented the Rasbury  
8 panel with Mr. Thompson. They chose not to.

9 In this case, the prejudice to the State arises  
10 from the fact that none of the Staff persons -- none of Dr.  
11 Cipriani's staff persons are here, with the exception of  
12 one person, are here, and can guide us in proceeding through  
13 this rebuttal testimony.

14 The prejudice lies in the fact that LILCO has  
15 its staff person, but we do not have any staff people here.  
16 In addition, it may be necessary to hear their testimony,  
17 or at least consult with them.

18 JUDGE LAURENSEN: The Board has considered the  
19 offer of proof and the objections to that offer of proof  
20 concerning LILCO's request to call Mr. Thompson as a rebuttal  
21 witness.

22 We find that LILCO has established the proper  
23 basis for calling a rebuttal witness, and the LILCO request  
24 will be granted.

25 Mr. Thompson, do you want to come to the witness

1 table and be sworn?

2 EDWARD THOMPSON,

3 was called as a witness on behalf of LILCO, and having been  
4 first duly sworn, was examined and testified as follows:

5 DIRECT EXAMINATION

6 BY MS. McCLESKEY:

7 Q Now --

8 MR. CAHN: Judge Laurensen, may I inquire  
9 as to whether in light of this development, I as regional  
10 counsel for the State University, would be permitted to cross  
11 examine Mr. Thompson?

12 JUDGE LAURENSEN: This is something you probably  
13 should work out with Mr. Zahnleuter. I don't think we could  
14 allow both of you, for instance, to cross examine the witness.  
15 Would there be any objection to Mr. Cahn doing it instead  
16 of Mr. Zahnleuter?

17 MS. McCLESKEY: No, sir; we have no objection  
18 to that.

19 JUDGE LAURENSEN: So, I suggest you discuss that  
20 with Mr. Zahnleuter.

21 BY MS. McCLESKEY: (Continuing)

22 Q Mr. Thompson, would you please state your full  
23 name and address for the record?

24 A Edward Thompson, 251 Fruitwood Lane, Central  
25 Islip, New York, Suffolk, County.



1 Q Where are you employed?

2 A The American Red Cross, Director of Disaster  
3 Services, Mineola, New York.

4 Q And what are your duties in connection with  
5 Director of Disaster Services?

6 A Planning response to emergencies, whatever they  
7 may be, and carrying out the mandates of the Red Cross  
8 Disaster Services.

9 Q In connection with your duties, do you negotiate  
10 agreements for shelter facilities?

11 A That is correct.

12 Q Are you familiar with the agreement between SUNY  
13 Farmingdale, and the American Red Cross?

14 A Yes.

15 Q Did you negotiate that agreement?

16 A Yes.

17 Q When did you negotiate that agreement?

18 A January-February of this year.

19 Q Could you please describe those negotiations?

20 A We made our initial phone contact to a Mrs.  
21 Doyle, and who put us in contact with Vice President Coyne.  
22 We let them know that we were interested in securing an  
23 agreement for a shelter at Farmingdale University. That  
24 we didn't have one, and that it was part of a new, overall  
25 plan that the Red Cross had to sort of try to get universities,

1 as we had signed up Westbury University, because the facilities  
2 are great.

3 I am a graduate of Farmingdale University, and  
4 I knew the facilities very well, going there seven years to  
5 get my degree.

6 So, one of the reasons we selected that would  
7 be for that reason and, number two, I was aware that  
8 Farmingdale was mentioned in the LILCO plan, so that is the  
9 reason we made the initial contacts. Meeting with Mr. Coyne  
10 and Mr. Dellaquila -- I have a little trouble with that, too.

11 I was out front, completely out front. When  
12 I went in, I said before we open negotiations, I want to  
13 let you know that you were mentioned in the LILCO Plan, which  
14 I became aware of at one of the drills. They weren't aware  
15 of it, and then I told them that part of our agreement, if  
16 we could work it out, that we would be a back-up for the  
17 Suffolk County Red Cross in case of a spill or an evacuation,  
18 that we would be handling some of the people. That was only  
19 part of the negotiations. We discussed every type -- and I  
20 might say they were really helpful. I mean, the people there  
21 are fabulous. I had no problem.

22 They did most of the suggestions. They set up  
23 most of the meetings, and fabulous people to deal with.

24 Q How many meetings did you have with them?

25 A Approximately three or four.

1 Q And who was present --

2 A First meeting was Coyne and Dellaquila, and  
3 then we had a second meeting with those two, at which time  
4 being up front again with the school, I gave them a copy  
5 of the State's agreement with the Red Cross, and I pointed  
6 out to them on the very last page, the radiological emergency  
7 that the State, the Red Cross has an agreement with, that  
8 Shoreham would be in effect into that.

9 I also spoke to them in the up front part of it,  
10 that Stoney Brook was having extreme problems. It was my  
11 understanding that Stoney Brook was not going to take part  
12 in it. I also mentioned to them that it was my observation  
13 that every shelter in Suffolk County seemed to be folding  
14 left and right, including Farmingdale -- not Farmingdale,  
15 including Suffolk Community College and the BOCES Center,  
16 and whatever else, you know?

17 They understood that. We spoke about it quite  
18 often, and then when I gave them the agreement, the statement  
19 of understanding, told them what we would want, they asked a  
20 lot of questions, we went over a lot of points. They had to  
21 submit that to a school fact finding -- I guess it is the  
22 school committee, which includes student groups. They  
23 took the statement of understanding, and statement of  
24 understanding covers every disaster, including radiological,  
25 which I say there is never a time that wasn't discussed.

1                   And they took it back, and on the next meeting  
2 when they said they agreed to sign it with some other problems,  
3 they wanted an insurance policy from us for one million dollars  
4 per person, for injuries, instead of our regular whole harmless  
5 agreement, which we secured, and we got to them, and at that  
6 meeting I met with the staff.

7                   And we were told to work out any other problems  
8 with the Staff, which we did.

9           Q        When you say you met with the Staff, who do you  
10 mean?

11           A        Well, I can't remember all the names, but there  
12 were five people plus my people with me, additional -- it  
13 is not just myself. The shelter manager for that facility,  
14 who I designated, William Thomas, was with me. For the  
15 school was Dellaquila, Coyne, Duestelle, Harrison, and another  
16 gentleman who represented the cafeteria part of the school,  
17 who we spoke to about if we needed to secure food, and it  
18 was a very good dialogue.

19                   We spoke for quite a while.

20           Q        Did you tour the facilities?

21           A        Yes, we did. Immediately after that meeting  
22 we toured the facility. I wanted to say just one thing, I  
23 realize the school -- the problems they had. They brought  
24 that up to us at the time, you know. We realize they had  
25 sessions and -- but they offered us two facilities, in case

1 one was not available, we could possibly use the other, and  
2 we spoke about Knowle Hall, and the reason they were not  
3 that reluctant to use Knowle Hall, but it was a possibility,  
4 is because of the -- they use it for circuses, and they --  
5 the floor in there is very, very expensive floor. To put  
6 cots in there, which was part of our discussion, would be  
7 maybe damaging. We assured them if there was any damage the  
8 Red Cross would pay for that damage, you know?

9 But we opted for mainly Roosevelt Hall. On the  
10 tour of the facility, when we took the tour, we went around  
11 Roosevelt Hall with the plant manager -- by the way, the  
12 plant manager raised the issue with us -- they were concerned  
13 that we didn't know what we were doing. He was concerned  
14 we didn't know what we were doing as far as radiological  
15 things, and he brought the issue forth. And I told him that  
16 we wouldn't be doing that, that LILCO would be doing it, and  
17 that somewhere down the road we would try to have some kind  
18 of a drill there with LILCO.

19 We had to work that out. I had notified LILCO  
20 later on not to make any notifications but through me. Everythir  
21 but SUNY was supposed to be through me. Them contacting me,  
22 or me contacting them.

23 We went through the Roosevelt Hall. There is a  
24 basemenet by the way, with a bowling alleys in it, and there  
25 is space down there.

1           On the tour, we went to the left, and there  
2 was a room -- it is sort of -- it looks like a big, big den,  
3 and that area, -- the plant manager -- by the way, the  
4 plant manager, which I remember very well, is a former chief  
5 of the volunteer fire department in the local area, and his  
6 job was as a radiological monitoring, and he also had that  
7 job at the school, they are familiar with it. Very familiar  
8 with it, and that is where the discussion came in about  
9 setting up the radiological.

10           He would work with LILCO and try to help them.  
11 He wanted to make sure that nobody entered that facility --  
12 that was the word used in the drills that I attended --  
13 'dirty,' and I hate to use that word, but that is the word  
14 FEMA and everybody else uses.

15           They gave us an education. They were more  
16 concerned about it. They brought the issues forth, and  
17 then the room that they showed us would be an ideal place  
18 to put people who were dirty, how to handle them, how -- they  
19 showed us -- you know, they were concerned about people coming  
20 in with the clothing that they would be wearing. We worked  
21 out two issues along them lines, was that I would supply  
22 clothing for them, which I have.

23           I have it stored, and I have clothing for people  
24 coming in. It is in the form of -- it is like a heavy underwear  
25 but it is sufficient, believe me.

1                   And the other thing that was to be worked out  
2 was the disposing of clothing of these people, and the  
3 gentleman from the plant suggested that they had barrels.

4                   Even the discussions went even a little  
5 further. We talked about people bringing animals out from  
6 Suffolk County, which is a prime concern. We don't let  
7 animals in the shelters, you know. Everybody want to  
8 bring everything out, and that was discussed. They  
9 had the facilities to store there.

10                   We talked about -- I am sure Dr. Cipriani  
11 will bring this out -- they had a morgue. An old morgue  
12 that they used years ago. We could use the morgue if  
13 we had to, you know, and we also discussed that they had  
14 medical facilities and nurses on staff there. We told them  
15 we had the same thing, but they could augment our shelter  
16 and any people coming in.

17                   Basically, we talked in every area. We covered  
18 every area. I was up front from the day I walked in, and  
19 the chief that was concerned about radiological monitoring,  
20 when he found out I am a retired New York City fire fighter,  
21 and that the gentleman with me was on the staff of the Fire  
22 Commissioner's Office in New York City, he was reassured that  
23 -- they weren't exactly in love with the Red Cross to tell  
24 you the truth.

25                   They -- some of the Red Cross people from years

1 back maybe were not geared for this type of thing. The  
2 Red Cross has changed policies a little bit, and sort of  
3 brought more people aware of handling the emergency, and  
4 we certainly have had -- I have had 24 years of it -- as  
5 the other gentleman.

6 The negotiations went swell. I had never heard  
7 from Farmingdale as to anything that they wouldn't support.  
8 In other words, if we had a drill that we had to bring people  
9 into them, I would have called the school, and we were waiting  
10 to hear from head of security. And he was writing a standard  
11 operating procedure; who to contact, what the emergency  
12 was, and if they could help us, you know? Just like Dr.  
13 Cipriani said. We would call. If it wasn't available, it  
14 wasn't available. Then we would go to another option.

15 Q All these discussions you just described took  
16 place prior to the signing of the agreement?

17 A That is correct.

18 Q And I take it that when you discussed use of the  
19 morgue, you meant for decontamination, not for dead people?

20 A No, for dead people. For dead people.  
21 Absolutely. We discussed all aspects of storms. You know,  
22 when you get a large storm, you get a lot of people that may  
23 die. You look for facilities available. This is something  
24 they brought to us. We weren't that interested, but you  
25 listen to everything. They were very, very concerned. You



7-12-Wal

1 know, they were really up tight. Good people to work with.  
2 They did more for me than I did for them.

3 MS. McCLESKEY: I have no further questions.  
4 Thank you very much, Mr. Thompson.

5 JUDGE LAURENSEN: Mr. Zahnleuter or Mr. Cahn,  
6 do you wish to cross examine Mr. Thompson?

7 MR. ZAHNLEUTER: I think that order is a little  
8 different than the order we usually followed.

9 JUDGE LAURENSEN: Well, the ordinary rule is  
10 that, I think I tried to follow, is that the person who is  
11 most affected by the testimony should be permitted to cross  
12 examine first, and I assume that the State of New York is  
13 the one which is most affected by this testimony.

14 That is why I am giving you the option, but if  
15 you prefer to pick some other order, that is fine as long  
16 as we have an agreement.

17 MR. ZAHNLEUTER: Well, I would ask that the  
18 Board permit me to confer with Mr. Cahn and to confer with  
19 Mr. Burn. Other than that, there are no other staff persons  
20 in this room at this time, so we -- I would like to see what  
21 they have to say about this.

22 JUDGE LAURENSEN: All right. We will grant  
23 your request. You may do so.

24 MR. McMURRAY: Judge Laurensen, maybe we could  
25 take a ten minute break while these conferences are going on.

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JUDGE LAURENSEN: Before Mr. Zahnleuter leaves, let me ask, do you think this is going to take ten minutes? Can you give us an estimate?

MR. ZAHNLEUTER: Ten minutes, estimated.

JUDGE LAURENSEN: All right. Let's work on that assumption, but I think it would be good if everybody stays close by in case they are finished before the ten minutes are up.

(Short recess taken.)

End 7.  
Mary fols.

Sim 8-1

1 MR. ZAHNLEUTER: I would like to thank everyone  
2 for their indulgence.

3 In the last few minutes I have tried to contact  
4 the people who have been involved in these alleged conversa-  
5 tions and I have been unable to make any contact with those  
6 persons.

7 I would suggest that a reasonable approach to this  
8 surprise testimony by Mr. Thompson would be that Mr. Thompson  
9 remain on call for the rest of today, that we proceed to hear  
10 the testimony of Mr. Hines pursuant to LILCO's subpoena and  
11 that at a later point in the day, if contacts have been  
12 established with these people, that we resume the cross-  
13 examination of Mr. Thompson and possibly resume or possible  
14 initiate surrebuttal testimony by the staff people at SUNY  
15 Farmingdale, if that is possible or necessary.

16 MS. McCLESKEY: Judge Laurensen, I think that --  
17 well, first of all, I am not going to ask Mr. Thompson to  
18 sit around here all day waiting to see whether the State or  
19 SUNY Farmingdale wants to put on rebuttal testimony. He is  
20 a Red Cross employee and he has work to do and he doesn't need  
21 to be here.

22 It is only by his good offices and good disposi-  
23 tion that he is here this morning.

24 In addition, if the State or the County or SUNY  
25 Farmingdale feels that it has rebuttal testimony that is

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1 pertinent to what has gone on here today, it can file  
2 a motion and it can make an offer of proof and the Board can  
3 rule and the witnesses can be set for a set time and we  
4 can even do it next week as part of the strike issue hearings.

5 So I don't think there is an need for us to have  
6 to continue this issue today.

7 MR. ZAHNLEUTER: I think I need to ---

8 MS. McCLESKEY: Excuse me. I am sorry, I have one  
9 more thought and that is that I think it is very important  
10 that the State or SUNY Farmingdale or the County or whoever  
11 wants to put on rebuttal testimony to Mr. Thompson's testi-  
12 mony offer what it is going to prove so that the Board and  
13 the parties can look at whether that is within the scope  
14 of Mr. Thompson's testimony and whether it is important  
15 enough to go forward with.

16 MR. ZAHNLEUTER: I think I need to clarify myself.  
17 What I was saying is that without being able to contact the  
18 staff personnel at SUNY Farmingdale, the State is at a  
19 severe disadvantage in even cross-examining Mr. Thompson.

20 What I proposed is that Mr. Tompson be cross-  
21 examined later on this afternoon provided that the extra  
22 time allows an opportunity for contacting the people that  
23 Mr. Thompson stated that he had these alleged conversations  
24 with.

25 MS. McCLESKEY: Well, I object entirely to that

Sim 8-3

1 procedure. It is ridiculous to suggest that an attorney  
2 cannot cross-examine a witness simply because other people  
3 from SUNY Farmingdale aren't here.

4 In addition, it could not have not been evident  
5 to the County, the State and SUNY Farmingdale that the issue  
6 of whether the agreement covered Shoreham or not would come  
7 up.

8 Dr. Cipriani stated on the record that he had  
9 checked with his staff and he listed the people that he  
10 thought he had checked with and that they had told him one  
11 thing and we have now presented Mr. Tompson who said that  
12 they told him another.

13 The record is as it is, and I think you can  
14 go forward and cross-examine, but we are not going to keep  
15 Mr. Thompson here for further preparation by the State.

16 MR. McMURRAY: Judge Laurenson, I think that  
17 Mr. Zahnleuter's proposal is a reasonable one.

18 First of all, Mr. Thompson was here almost all  
19 day yesterday, has been here since this morning and obviously  
20 is going to be available throughout the remainder of the  
21 hearing of these relocation center issues because of the  
22 interest that the Red Cross has in these issues.

23 I don't think that asking him to remain here for  
24 some time this afternoon is going to be any inconvenience  
25 that was not already considered by LILCO and the Red Cross.

Sim 8-4

1 I also think that Mr. Zahnleuter's proposal is  
2 reasonable because the County has been presented with facts  
3 by Mr. Tompson that he alleges are true. The County and  
4 the State should be given a reasonable opportunity to explore  
5 those facts and then conduct a meaningful cross-examination  
6 on those facts.

7 Without the opportunity to explore the basis  
8 of those facts by talking to the people who Mr. Thompson  
9 allegedly talked to, I don't think that the State or the  
10 County or any other party can conduct meaningful cross-  
11 examination.

12 MS. McCLESKEY: Judge Laurenson ---

13 MR. CAHN: I would like to ---

14 MS. McCLESKEY: I beg your pardon. Go ahead. I  
15 am sorry.

16 MR. CAHN: I would like to join in Mr. Zahnleuter's  
17 suggestion. We have attempted to telephone Mr. Dellaquila  
18 and Mr. Coyne. Neither were available to come to the  
19 telephone and one may be off campus. We have people  
20 attempting to locate them now.

21 I would like very much to sharpen the issues  
22 by at least having the opportunity to speak with these  
23 SUNY employees before a cross-examination of this witness  
24 is commenced.

25 This witness was not on the witness list. The

Sim 8-5

1 proposal to present him as a rebuttal witness was only  
2 made following the conclusion of Dr. Cipriani's testimony  
3 and without any notice to any of the attorneys who have  
4 appeared for the parties in this proceeding and without  
5 any notice to the State University.

6 I think that under the circumstances of such  
7 a last-minute request that it is not unreasonable to afford  
8 the attorneys who will cross-examine this witness a reason-  
9 able opportunity to confer with knowledgeable people at  
10 the campus who have been named by the witness in his  
11 testimony and then to commence the cross-examination of  
12 Mr. Thompson this afternoon.

13 I think that is the only fair procedure if  
14 the cross-examination is to be an intelligent focused one.

15 MR. BORDENICK: I just have two quick observa-  
16 tions. One, I think the Board may want to inquire specifi-  
17 cally of Mr. Thompson as to what his availability is and,  
18 secondly, I think all of this discussion is impacting on  
19 the staff witnesses.

20 It was originally contemplated that the staff  
21 would go on today and finish today and these staff witnesses  
22 are here today and they are prepared to go on today and we  
23 are hoping to get them on and off today.

24 MS. McCLESKEY: Judge Laurenson, I would just  
25 like to respond to a couple of the comments that have been

Sim 8-6

1 made by saying that, first, the facts surrounding the SUNY  
2 Farmingdale agreement and the June 21 letter were in the  
3 purview of the State, County and the counsel for SUNY  
4 Farmingdale and they could have inquired into them before  
5 now and, second, that there was a compelled deposition of the  
6 Red Cross representative, which we opposed, and no questions  
7 were asked regarding the background of the SUNY Farmingdale  
8 American Red Cross agreement even though that agreement  
9 was already raised in issue and the testimony had been  
10 previously filed.

11 And it is the same case as their having not  
12 asked any questions about why SUNY Farmingdale was in the  
13 Nassau County Red Cross' jurisdiction and being surprised  
14 on the stand with that information.

15 I do not think that going back and talking to  
16 the staff of Farmingdale is going to help in cross-examination.  
17 It might help them determine whether they should put on  
18 rebuttal witnesses, and LILCO has no objection to them filing  
19 at a later date an offer of proof regarding rebuttal. But  
20 the cross-examination of Mr. Thompson should go forward  
21 right now.

22 JUDGE LAURENSEN: Let me ask Mr. Thompson, are  
23 you going to be available after lunch today?

24 THE WITNESS: I had some scheduling for some  
25 negotiations for use of motels, which is always ongoing.



Sim 8-7

1 I live nearby and I could possibly, you know, put them off  
2 to a later time.

3 JUDGE LAURENSEN: Well, I think perhaps it would  
4 solve some of the problems here if we could especially  
5 schedule the completion of your testimony for the first  
6 order of business after the lunch break, if that is  
7 compatible with your schedule.

8 THE WITNESS: Sure. No. 1, I would be glad to  
9 welcome the opportunity to see these gentlemen again. It  
10 is my pleasure.

11 Could I just say one thing, sir?

12 This gentlemen over here referred to me somewhere  
13 as in the agency of LILCO, and I kind of resent that. I  
14 think he should be aware of the Red Cross before he makes  
15 such statements.

16 JUDGE LAURENSEN: Let's not get into that.

17 We will direct that the cross-examination of  
18 Mr. Thompson will be postponed and rescheduled as the first  
19 order of business after the luncheon recess.

20 MR. McMURRAY: Judge Laurenson, are you assuming  
21 that Mr. Hines will be done before the luncheon recess?

22 JUDGE LAURENSEN: If he is not, we will take up  
23 Mr. Thompson out of order after lunch.

24 MS. McCLESKEY: Does your ruling also assume  
25 that these gentlemen will have reached whoever they want

Sim 8-8 1

2 to reach over lunch and are we going to put Mr. Thompson  
3 off further if they haven't?

4 JUDGE LAURENSEN: No. We are giving them that  
5 time to make whatever contact has to be made, and if you  
6 can get the information by then, that is fine, but I don't  
7 think any further delays would be in order.

8 MR. McMURRAY: Judge Laurenson, I think it might  
9 make sense if we try and finish Mr. Hines before the lunch  
10 break.

11 JUDGE LAURENSEN: I am willing to do that.

12 MR. CAHN: Judge Laurenson, Mr. Zahnleuter and  
13 I have a joint application to make to you. It is the only  
14 joint application that we will make, and that is that we  
15 be permitted to separately cross-examine Mr. Thompson.

16 The interests of State University of New York  
17 may not be coincident with the interests of the Governor  
18 or the State of New York, and I think in fairness a cross-  
19 examination, if required, ought to be permitted by both  
20 Mr. Zahnleuter and myself.

21 MR. ZAHNLEUTER: I endorse that approach.

22 JUDGE LAURENSEN: Is there any objection to that?

23 MS. McCLESKEY: Yes, sir. We think that SUNY  
24 Farmingdale is so intricately tied in with the State of  
25 New York that these counsel are one and I don't think both  
of them should be allowed to cross-examine.

Sim 8-9

1 MR. McMURRAY: Judge Laurenson, the County would  
2 agree with the proposal that Mr. Cahn has just stated. I  
3 think the Board has within its power the right to prohibit  
4 any cumulative cross-examination and that that would take  
5 care of any problems.

6 JUDGE LAURENSEN: I think we have to have some  
7 kind of a showing as to where the Governor of the State  
8 of New York interest is divergent or different from that  
9 of SUNY Farmingdale before we can make a decision on this.

10 MR. ZAHNLEUTER: That is a speculative point at  
11 this time, especially since it is within the question of  
12 cross-examination of Mr. Thompson and we don't know what  
13 information can be supplied by the staff of SUNY Farmingdale.

14 I would represent that the Government is part of  
15 the Executive Branch of the State of New York and perhaps  
16 Mr. Cahn could explain more fully his role with the State  
17 University of New York.

18 MR. CAHN: The State University of New York is  
19 an agency of the State of New York. Its governing body  
20 is the Board of Trustees of State University. All campus  
21 officers are officers of the State answerable, not to the  
22 Governor, but to Central Administration and the Chancellor  
23 of the University who is in turn answerable to the Trustees  
24 of State University.

25 JUDGE LAURENSEN: I think you have to focus on

Sim 8-10

1 the testimony of Mr. Thompson. In connection with his  
2 testimony where is there any difference between the State  
3 as represented by the Governor and the University?

4 MR. CAHN: I can only speak for the University  
5 and for Dr. Cipriani. I cannot speak for the Governor  
6 obviously. So I cannot fully answer your question.

7 However, I will say in response, in partial  
8 response that I am able to confer and have plans as soon  
9 as I am excused this morning to confer with Dr. Dellaquila  
10 and Mr. Coyne at the campus while Mr. Zahnleuter remains  
11 here to cross-examine or examine Mr. Hines.

12 Mr. Zahnleuter is familiar with the prior  
13 proceedings and testimony here and I am not intimately  
14 familiar, as you know. So that the two lawyers essentially  
15 have not completely overlapping participation and knowledge  
16 of these proceedings and as to the relevance of what  
17 Mr. Thompson has testified to to the issues before the  
18 panel.

19 I think that I can bring out the facts once I  
20 have had an opportunity at lunchtime to speak with these  
21 two officers at Farmingdale, but I haven't the time to do  
22 that and at the same time educate myself as to all of the  
23 issues here, which is in Mr. Zahnleuter's and the gentleman  
24 from the County's purview.

25 So I would suggest that I can play a role to

Sim 8-11 1

2 sharpen the testimony and to bring out the facts and that  
3 Mr. Zahnleuter with his intimate knowledge of the issues  
4 in the proceeding may wish to supplement that with regard  
5 to other matters of which I know nothing.

6 JUDGE LAURENSEN: Before we spend the rest of the  
7 morning arguing about this, I think that the observation  
8 I will make now is that there at this point hasn't been  
9 any showing of a different interest by the State University  
10 as opposed to the State of New York and that until and unless  
11 that is established, we would require that only one counsel  
12 be permitted to cross-examine on behalf of the State.

13 So that is the ruling at this time.

14 MR. CAHN: All right. I respectfully accept  
15 to Your Honor's ruling.

16 JUDGE LAURENSEN: Okay, I think we are ready  
17 for Superintendent Hines.

18 Do you want to stand down, Mr. Thompson.

19 Witness Thompson temporarily  
20 excused.)

21 Whereupon,

INDEXXXXXXX 21

JAMES HINES

22 an adverse witness called on behalf of Long Island Lighting  
23 Company, having first been duly sworn by Judge Laurenson,  
24 was examined and testified as follows:  
25

Sim 8-12

(Discussion off the record.)

JUDGE LAURENSEN: We are back on the record now.

Before we begin the cross-examination of Superintendent Hines, I understand that Mr. Hines has his own counsel present and I would like at this time for counsel to identify himself and enter his appearance.

MR. SEAMAN: Your Honor, members of the staff and counsel, my name is Kevin Seaman of counsel to Pelletreau & Pelletreau, 20 Church Street, Patchogue, counsel to the Board of Cooperative Educational Services, Second Supervisory District, Suffolk County, New York.

Your Honor, may I be heard on a brief preliminary statement?

JUDGE LAURENSEN: Yes. I just wanted to explain the circumstances under which this testimony is being taken and that is, as you know, Superintendent Hines has been subpoenaed by LILCO and that LILCO will be permitted through its counsel to question Superintendent Hines as though on cross-examination as an adverse witness in light of the letter of June 21st which was attached to the testimony that has been received in this case.

Mr. Seaman.

MR. SEAMAN: Your Honor and members of the staff, the next witness to be heard is the District Superintendent

Sim 8-13 1

of the so-called BOCES II.

2 A BOCES is a statutory creature of the New York  
3 State educational law, specifically Section 19.10. BOCES  
4 throughout the state, and there are some 43, act on behalf  
5 of those component school districts within each particular  
6 BOCES within the State.

7 In that capacity, in fact, from the fall of  
8 1983 through 1984 BOCES has accommodated the Long Island  
9 Lighting Company and other interested parties to review  
10 the matter of LILCO's proposed evacuation plans as those  
11 related to the evacuation of students from particular  
12 school districts and particular school buildings.

13 Within that context we have had ongoing forums  
14 with LILCO, with Rockland School Superintendents, with  
15 representatives of the County of Suffolk and so on. We  
16 think that we have done that to serve the purpose of  
17 informing our School Superintendents within our particular  
18 supervisory district of the nature of proposed plans of  
19 LILCO, past experience with such plans in Rockland County,  
20 the position of the County of Suffolk and so on.

21 end Sim  
22 Sue fols

22

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25

#9-1-SueT

1 BOCES has never taken a position on the matter  
2 of the licensing of Shoreham or the legitimacy of any  
3 proposed evacuation plans. We have never considered ourselves  
4 the adversaries of either the State, the County or LILCO.

5 We have solely performed in the role of a fact-  
6 finder and in the role of a representative of the School  
7 Superintendents within our particular school districts.  
8 In fact, in none of these discussions -- and I have been  
9 involved in all of the conferences we've had -- has there  
10 been any review of a proposed site to be utilized by LILCO  
11 within the BOCES superintendency. It was never a matter of  
12 focusing on the use of a BOCES facility for either a so-  
13 called decontamination center or a relocation center.

14 I want to make it clear that in all of the  
15 meetings that we've had since the Fall of 1983 through early  
16 1984, our role has solely been that of an impartial,  
17 objective holder of forums on behalf of our superintendents  
18 and other school district personnel throughout our supervisory  
19 district.

20 I understand today that the cross-examination  
21 will involve the matter of a so-called agreement between  
22 the Red Cross Chapter of Suffolk County and BOCES II that  
23 was duly passed and resolved into an enactment by the BOCES  
24 II Board in December of 1983. Mr. Hines will testify as to  
25 the circumstances surrounding the entering into of that



#9-2-SueT 1

2 agreement, his understanding of what the consequences and  
3 ramifications of that agreement were. He will testify as  
4 to the understanding of the BOCES Board with regard to  
5 that agreement, and he will also testify with regard to any  
6 actions or non-acts of representatives of BOCES II within  
7 the course of late 1983 into mid-1984 on the matter of the  
8 utilization of the Islip Occupational Center, which is a  
9 BOCES facility, as a relocation center in line with a  
10 Shoreham Nuclear Plant evacuation plan.

11 So, with that brief introduction, we would  
12 certainly accept from LILCO, the State, and the County  
13 any questions on this matter. Again, we don't feel that  
14 we are adversaries to anyone, and we are here today not  
15 presenting a hostile witness but solely to present the  
16 facts as we know them in an objective and impartial fashion.

17 Thank you.

18 JUDGE LAURENSEN: Ms. McCleskey.

19 CROSS-EXAMINATION

20 BY MS. MC CLESKEY:

21 Q Dr. Hines, is it Doctor?

22 A Mr. Hines.

23 Q Mr. Hines, I beg your pardon. Mr. Hines, my  
24 name is Kathy McCleskey. I represent the Long Island  
25 Lighting Company. As you probably know, we are seeking  
a license for the Shoreham Nuclear Power Station.

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#9-3-SueT 1

2 LILCO compelled your presence here today through  
3 a subpoena request to talk to you about relocation centers  
4 for Shoreham.

5 You are Superintendent of BOCES II; is that  
6 right?

7 A Yeah. The correct title is District Superintendent  
8 of Schools for the Second Supervisory District of Suffolk  
9 County, which includes the Towns of Brookhaven and Islip.

10 In that position, I do -- I am an employee of  
11 the New York State Education Department. I represent the  
12 Commissioner in this area. One of the functions of the  
13 District Superintendent, by law, is to be the Executive  
14 Officer of the Board of Cooperative Educational Services in  
15 that same area. So, I serve as the District Superintendent  
16 and consequently am the Executive Officer of the Board of  
17 Cooperative Educational Services.

18 Q I've left on the table there for you a copy of  
19 a June 21, 1984 letter.

20 Is that your signature on that letter?

21 A Yes, it is.

22 Q Did you write the first draft of that letter?

23 A Pardon?

24 Q Did you write the first draft of that letter?

25 A The first draft, no.

Q Who did?

#9-4-SueT

1 A I received a proposed draft from Mr. Zahnleuter  
2 from the Governor's Office.

3 Q When did you receive the proposed draft?

4 A On or about June 21st probably, June 20th.

5 Q Did you see any other letters prior to signing  
6 your letter?

7 A No, I did not.

8 Q And when were you first contacted regarding the  
9 information that's in the letter?

10 A Some time in -- probably in May.

11 Q And that contact was made from the State to  
12 you?

13 A From the State, yes. I was contacted by the  
14 State Education Department concerning the relationships  
15 between BOCES, the School District, LILCO, the County in  
16 this whole matter of the evacuation plan.

17 Q And what was the nature of that contact?

18 A Primarily it was a discussion as to the meetings  
19 that the Superintendents had been having with representatives  
20 from LILCO and from the County that Mr. Seaman referred to.

21 Q And what was it that representatives from the --  
22 did you say the State Education Department, wanted to know  
23 about those meetings?

24 A How involved were the School Districts and BOCES  
25 in this whole problem. When I say problem, the conflict that

#9-5-SueT 1

was going on between the State, the County and LILCO.

2 Q Did they want to know if you were cooperating  
3 with LILCO in planning for an emergency at Shoreham?

4 A No. That was not referred to.

5 Q Did they ask you how many meetings you had  
6 had?

7 A Oh, yes.

8 Q What else did they ask you?

9 A At that time, from the Department that was  
10 primarily it. The Department was taking a position that  
11 the planning, and for any type of disaster preparedness,  
12 was a County and State function and that of schools.

13 Incidentally, they contacted me because I am the  
14 District Superintendent primarily so that I would get  
15 information to my districts. The districts said: Okay,  
16 if you work out a separate plan in which the County and  
17 State is not involved, you may not be able to implement it.

18 Q Why wouldn't you be able to implement it?

19 A Because, as I understand, the Article II of the  
20 Executive Law states that it has got to be the County and  
21 the State. The County has got to coordinate it.

22 Q So, you were told that any emergency response  
23 had to be coordinated through the County?

24 A It should be, yes. I would point out, I was  
25 not told -- you used the word "cooperate" and never was I

#9-6-SueT 1

2 told not to cooperate with LILCO or to cooperate with the  
3 County or anything. I'm just pointing this out, that we  
4 felt it was a matter we should be aware of.

5 Q You weren't given any instructions regarding  
6 what your future actions should be about planning for an  
7 emergency at Shoreham?

8 A Primarily to see what was going to happen.  
9 That was it. Not to take an active role.

10 Q Not to take an active role --

11 A Yes.

12 Q -- until the outcome of the licensing proceeding?

13 A Right. Yes.

14 Q At that -- during that first contact, were you  
15 asked to review the June 21 letter?

16 A No.

17 Q Was there any mention made about perhaps you  
18 writing a letter disavowing any agreements?

19 A At that first contact, no.

20 Q What were your subsequent contacts from the  
21 State?

22 A I received a call, several calls probably, from  
23 Mr. Zahnleuter referring to both the meetings we had. We  
24 discussed that, settled that. And, then he asked was I  
25 aware that BOCES II, the Islip Occupational Center, was  
being named as a primary relocation center in the LILCO plan.

#9-7-SueT 1

2 And that apparently in testimony this had been  
3 mentioned at great length.

4 Q That was the first time that you had heard that  
5 your facility was mentioned in the LILCO plan?

6 A No. I read it in the newspaper back in  
7 December, Newsday.

8 Q In December you learned of it through the paper?

9 A Yes. Then, subsequently I believe it was in  
10 the newspaper, I believe Suffolk Life in January, as I  
11 recall.

12 I'm sorry, it would be -- I said December. That  
13 would be December of '83 and January of '84. That was the  
14 first indication I had, knowledge that I had.

15 Q So, in the first sentence of your June 21 letter  
16 where you say, "I have recently become aware..." you meant  
17 December?

18 A Yes, I would say that was December. When I say  
19 I became aware, I read it in the newspaper and that was  
20 it. No official notice contact, anything.

21 Q When did you first determine that you would  
22 sign the letter that became the June 21st letter?

23 A Probably a day or two before that. June 19th,  
24 June 20th, thereabouts.

25 I was given additional information about the  
significance of being named a relocation center and what

#9-8-SueT

1 it implied. I had had no contact until that time with  
2 LILCO, with any other agency that gave me any plan as to  
3 what the utilization of that facility would be. When I  
4 heard the extent of it, the number of people that would be  
5 involved, the equipment that would be stored, I said it's  
6 not possible. We can't do it.

7 Q Back in December when you read about your  
8 facility being mentioned in the plan, in the newspaper,  
9 did you call anyone to ask about it?

10 A No, I did not. My Director of Administrative  
11 Services, Mr. Stan Packman, I asked him, I said: Do you  
12 have any knowledge of this.

13 He had coordinated the Committee that we had  
14 working with LILCO and the County in those meetings that  
15 we have already mentioned. Mr. Packman said he had no idea,  
16 that there had been no agreement, no discussion as to the  
17 utilization of that facility by LILCO as a primary relocation  
18 center. I said: Well, call them up and find out what the  
19 story is.

20 The answer, as I understood, when he contacted a  
21 representative of LILCO -- and I'm just telling you what he  
22 has told me -- is that they put it in there because it was  
23 in the original County plan back in 1980 or thereabouts.

24 Q You said that you received additional informa-  
25 tion around the June time regarding what being a relocation

#9-9-SueT

1 center meant. Who did you receive that information from?

2 A Mr. Zahnleuter.

3 Q And what was that information?

4 A The fact that they planned -- that LILCO planned  
5 to house nine thousand individuals in the building, that  
6 there would be storage of various types of equipment there,  
7 cots, so on, that it would be a radiological monitoring  
8 station which would involve radiological equipment and  
9 probably to store it there. There would be a need for a  
10 great deal of parking and so on.

11 The facility -- I have always questioned the use  
12 of that facility for any type of a mass shelter. It's not  
13 designed for that. There are no large spaces. It is  
14 completely a building with shops of various types. A  
15 tremendous amount of equipment in there, very limited,  
16 usable space for any type of a mass shelter or whatever  
17 it may be.

18 Q And prior to the contact with Mr. Zahnleuter  
19 where he asked you to review what became the June 21 letter,  
20 did he, in his previous contacts, suggest to you any course  
21 of action that you might be taking regarding planning for  
22 an emergency at Shoreham?

23 A No. He reviewed this with me, and I said to him:  
24 Well, I'm going to -- obviously we cannot participate in  
25 this. I said I had never had any intention of doing it.



#9-10-SueT1

2 There has been no contact made to me. So I'm going to write  
a letter and say: Look, we are not involved.

3 Q Obviously you could not participate in what?

4 A Participate in the LILCO evacuation plan. I  
5 just couldn't with what I had learned about this.

6 Q That's what Mr. Zahnleuter told you, or what  
7 you determined?

8 A No, no. That was a conclusion I came to after  
9 I heard the implications of this.

10 Q And that's because you didn't think it was  
11 feasible?

12 A Oh, it's not feasible, not in that building  
13 at all.

14 Q Did it have anything to do with -- strike  
15 that.

16 When you received the draft letter and reviewed  
17 it, did you make any changes to it?

18 A Yes.

19 Q What changes did you make?

20 A Oh, I think, as I recall, that there were some  
21 additional comments on the position of the State and the  
22 Governor, and I removed that. In other words, as far as  
23 I'm concerned, the basic reason that I wrote this letter  
24 is that, first of all, I had no agreement, I had no  
25 knowledge until I read in the newspaper that that particular

#9-11-SueT1

2 facility was to be utilized. Secondly, it is opinion that  
3 it is not suitable. And, thirdly, again the way the whole  
4 process was handled, I felt they had to clear it with my  
5 Board. My Board had no knowledge of this until they read  
6 it in the newspaper and asked me what this is about, and  
7 I said: I don't know.

8 So, I thought we had better clear the whole  
9 scene and get out of it.

10 Q So, did you change anything in the first  
11 paragraph of your letter?

12 A I really can't say. I don't believe so. I  
13 think all of the changes I made were primarily in the third  
14 paragraph.

15 Q And you deleted information in that paragraph?

16 A Yes.

17 Q Did you add any information to that paragraph?

18 A No.

19 Q Is your understanding of the Governor's position  
20 from State representatives who have described it to you?

21 A Yes, plus what I've read in the newspapers and  
22 there has been a great deal of publicity given to his  
23 position. So, I am aware of it.

24 Q Who described, from the State, the Governor's  
25 position for you?

A The Governor has taken a position that it is not

#9-12-SueT 1

feasible and perhaps not possible for -- oh, I'm sorry,  
you asked me the Governor's position.

2

3

MR. SEAMAN: Who described it to you if anyone?

4

5

6

7

WITNESS HINES: No, I don't believe anyone  
described it to me. I was aware of it, as I say. Living  
on Long Island you get exposed to the statements a great  
deal of the time.

8

BY MS. MC CLESKEY: (Continuing)

9

10

Q So, no one from the State described the Governor's  
position to you?

11

A (The witness nodded in the negative.)

12

13

Q I'm sorry. For the record, you will have to say  
yes or no. You shook your head.

14

15

16

17

A Well, probably because I really can't recall.  
There was discussion on the Governor's position, I know  
that. In fact, a discussion when I did ask for a draft of  
the letter.

18

19

20

21

22

And when this was in here, I said: You know,  
this is apparently the Governor's position and I'm not  
going to espouse the position except I will state that  
the -- he has determined that the State of New York will  
not participate in the plan.

23

MR. SEAMAN: Who was that discussion with?

24

25

WITNESS HINES: Mr. Zahnleuter. Any discussions  
reference this letter, the only person was Mr. Zahnleuter.

#9-13-SueT<sub>1</sub>

BY MS. MC CLESKEY: (Continuing)

2 Q I believe that Mr. Zahnleuter was in response  
3 to Mr. Seaman's question which was, who were the discussions  
4 with; is that right?

5 A That's right.

6 Q Okay. Now, when you asked Mr. Zahnleuter about  
7 this letter and reviewed it and changed the draft of it,  
8 were there any discussions about it being submitted as  
9 testimony in this proceeding?

10 A Not that I recall.

11 Q Did anyone ever ask you to come and be a witness  
12 in this proceeding?

13 A No, not until I received the subpoena from  
14 LILCO.

15 Q When you say in your letter and in your testimony  
16 that an agreement must be approved by BOCES II, who do you  
17 mean?

18 A Our Board -- the actual Board of Cooperative  
19 Educational Services. There is -- the Board of Cooperative  
20 Educational Services is an agency. There also is a Board,  
21 seven members. It is the actual Board, and I make recom-  
22 mendations to them.

23 Q And, in fact, you do have an agreement with the  
24 Red Cross to provide shelter?

25 A That's true.

#9-14-SueT

2 Q Do you have a copy of that agreement with you  
today?

3 A Yes, I do.

4 Q May I borrow it?

5 A Uh-huh.

6 (The witness hands a document to Ms. McCleskey.)

7 MR. ZAHNLEUTER: May I look at it?

8 MR. CHRISTMAN: I will get copies made.

9 BY MS. MC CLESKEY: (Continuing)

10 Q Having taken your agreement copy away from you,  
11 I'm about to ask you some questions about it. So, if there  
12 are any that you would rather look at the agreement to  
13 answer, we will put them off until we have copies.

14 But, do you recall when the agreement was first  
15 negotiated?

16 A I presented it to the Board, I believe, at our  
17 December Board meeting, December of 1983. There were  
18 really no negotiations to speak of on this, at least none  
19 that I was involved in.

20 Q Well, did the Red Cross contact you and ask you  
21 to provide shelter in Suffolk County?

22 A Yes, they contacted a member of my staff.

23 Q When was that?

24 A Latter part of November of '83 or early December.

25 Q And who was that on your staff who had the dealing --

#9-15-SueT1

A Mr. Stanley Packman.

2 Q And, what was your understanding of why the  
3 Red Cross was contacting BOCES for an agreement for  
4 a shelter?

5 A As I understood it, it would be for natural  
6 disasters. It would be only the disaster that was mentioned  
7 to me, and as I understand it the only one that was discussed  
8 with the Red Cross by Mr. Packman were hurricanes. I had  
9 the same concern as I do about any use of that building for  
10 mass sheltering, the limited space in the building, the  
11 location and so on.

12 But, I felt after looking at the agreement that  
13 this would be something that we could be of assistance to  
14 the Red Cross, particularly where I think there is a section  
15 in there -- and I don't have the copy obviously -- that  
16 it says per, upon request of the Red Cross. And I would  
17 assume that the major centers for mass shelter in case of  
18 a hurricane or a flood -- and that building is located on  
19 the South Shore in Oakdale. It's near the Great South Bay.  
20 This is what I had anticipated if they had to evacuate  
21 people because of a hurricane, that any overflow possibly  
22 could go into that building; therefore, we would cooperate  
23 with them.

24 Also, that type of a disaster we would have  
25 warning on. So that -- and, obviously if there was a

#9-16-SueT<sub>1</sub>

1 hurricane coming and it was necessary to evacuate people,  
2 I wouldn't have any students in the building because we  
3 would, I'm sure, close down for the same reason that they  
4 were going to evacuate.

5 Q Could you please describe for me in as much  
6 detail as you remember how you arrived at approving the  
7 agreement with the Red Cross?

8 What's your procedure for approving the agree-  
9 ment?

10 A Mr. Packman, after discussions I believe with  
11 a Mrs. Richardson from the Suffolk County Red Cross, asked  
12 her to send a copy of a proposed agreement to him. He then  
13 presented me with the agreement. We discussed it, and I  
14 said, again I questioned the use of this building for any  
15 kind of shelter. And he said: I pointed this out to her,  
16 to Mrs. Richardson who had not seen the building. And  
17 she said, however, they still would like to use it, they  
18 were getting buildings, you know, lined up in case it was  
19 a disaster.

20 Again, we point out there is no gym, there is no  
21 big place of assembly or anything like that. And she still  
22 wanted to use it. And I said I would present it to the  
23 Board, because it is the Red Cross, we should cooperate  
24 with them.

25 But I particularly note, as I say, that where it

#9-17-SueT

1 said upon request -- in other words, they would contact  
2 me and say: You know, Mr. Hines, we want to use this  
3 building. Then, you say okay, either you can or you can't  
4 at that particular time.

5 Q During your discussions with Mr. Packman and  
6 the discussions among the Board members prior to approving  
7 the agreement, was there any mention of Shoreham?

8 A Yes. There was, not particularly in connection.  
9 It was coincidental of anything. Just about the time that  
10 I -- at the meeting when I presented this proposal, the  
11 article in Newsday had appeared listing the BOCES II Islip  
12 Occupational Center as a relocation facility. I pointed  
13 out -- I did say to the Board in a report to them, again  
14 separate from the Red Cross, that I had no knowledge of  
15 this. We had not given permission for the Islip Center  
16 to be used for relocation purposes in the LILCO plan.

17 When I presented this -- as I say, it was  
18 coincidental because it happened to be the same night, and  
19 I said I would mention this is the Red Cross, this is not  
20 LILCO and has nothing to do with the use of that building  
21 for a relocation center.

22 Q So, you had read the article mentioning that  
23 BOCES was in the LILCO plan prior to approving --

24 A Right.

25 Q -- the agreement?



#9-18-SueT

A Yes.

2 Q Did you -- before you approved the agreement,  
3 did you call the Red Cross up and ask them whether it  
4 meant that the building might be used in relation to  
5 Shoreham?

A No. It never occurred to me very honestly.

7 Q Did any of the Board members question whether  
8 the agreement meant Shoreham?

A No. There was no question.

10 Q Did Mr. Packman represent anything regarding  
11 whether the agreement meant Shoreham or not during your  
12 discussions?

A No.

Q Did anyone ask him?

A I asked him since.

Q At the time the --

A No.

Q -- Board was considering the agreements?

19 A No. No discussion of Shoreham in connection  
20 with this whatsoever. I don't think any of us, myself  
21 or the members of the Board, associated an agreement with  
22 the Red Cross and the mass sheltering with anything except  
23 what I call natural disasters, a hurricane and so on.

24 Q What is Mr. Packman's position in relation to  
25 yours?

#9-19-SueT1

A He is the Director of Administrative Services.

2 Q Does he report directly to you?

3 A No, he does not. He reports to an Assistant  
4 Superintendent.

5 Q Does the Assistant report to you?

6 A Yes.

7 Q Under the agreement that you have with the  
8 Red Cross, is it your understanding that your facility  
9 would be made available in a hurricane?

10 MR. ZAHNLEUTER: Objection. I think that is  
11 a question that should wait until counsel has seen the  
12 agreements.

13 JUDGE LAURENSEN: Seen what?

14 MR. ZAHNLEUTER: I'm sorry. This question  
15 referred to the agreement which is still out being copied.  
16 And I would like to see a copy of that before this question  
17 is asked.

18 MS. MC CLESKEY: Well, if he can answer without  
19 it, I think we can go ahead. I'm just asking him what his  
20 understanding of the agreement is.

21 JUDGE LAURENSEN: I think the problem has now  
22 been solved, because Mr. Christman is here with copies.

23 (Mr. Christman distributes copies of the  
24 document to the Board members and all parties.)

25 MS. MC CLESKEY: Judge Laurenson, I would like

#9-20-SueT1

2 to ask that this document be marked for identification as  
3 LILCO Exhibit -- and I'm afraid I need help with the  
4 number.

5 JUDGE LAURENSEN: This will be LILCO Exhibit  
6 EP-69.

7 MR. ZAHNLEUTER: A point of clarification.  
8 Is the agreement 69 or is it this entire package including  
9 letters and other correspondence? Is the entire package  
10 69?

11 MS. MC CLESKEY: I would like to have the  
12 entire package marked with one number, and I gather that  
13 it's 69.

14 JUDGE LAURENSEN: It will be so marked.

15 (The document referred to is  
16 marked LILCO Exhibit EP-69 for  
17 identification.)

INDEXXXXXX 16

17 end #9  
18 Joe flws

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1 Q Now, Mr. Hines, perhaps we can talk about the  
2 document that we just marked 69. The first page is a cover  
3 letter, and I gather then the original is signed by you, and  
4 then there was a transmittal letter sending the remaining  
5 documents to Mr. Zahnleuter?

6 A Right. They happened to be attached to the  
7 agreement that you asked me for.

8 Q Right. And could you please identify for me  
9 what the next two pages are?

10 A These would be the letters from the Long Island  
11 Lighting Company?

12 Q No, sir. My copy has the heading: Regular  
13 Meeting, 12/20/83, --

14 A Oh, I am sorry. They are an excerpt from our  
15 Board meeting -- the BOCES Board Meeting of December 20,  
16 1983. The reason they are included is that the -- at the  
17 bottom of the page you can see the item that dealt with the  
18 request to the American Red Cross.

19 Q And that continues on the next page?

20 A Right at the top of the next page.

21 Q Okay. Who prepares these minutes of your  
22 meetings?

23 A The Clerk of our meeting.

24 Q These are prepared in the normal course of business  
25 of the Board?

1 A Oh, yes.

2 Q And it says in your minutes that a Dr. Hillman  
3 was in opposition to the agreement with the Red Cross. Do  
4 you recall why?

5 A No. I think he questioned -- I shook my head  
6 no. As I recall, I think he had a question on the use of  
7 the building for mass sheltering, with the same concerns I  
8 had. You know, there is a great deal of glass in that  
9 building. In fact, we were concerned in a hurricane, the  
10 glass might be all blown out by the time they wanted to use  
11 it for a shelter.

12 Q Are you aware of any discussions that took place  
13 between Mr. Packman and the Red Cross representative regarding  
14 the glass?

15 A Yes.

16 Q And what is your understanding of those discussions?

17 A My understanding of that discussion?

18 Q Yes, sir.

19 A Mr. Packman pointed out the various characteristics  
20 of the building that would make it not too suitable for a  
21 mass shelter. He particularly mentioned the amount of glass  
22 in case of a hurricane, and the fact that again, and I would  
23 emphasize, these are shops. They have a tremendous amount  
24 of different types of technical, mechanical equipment in  
25 them. There is not much room in them for sheltering. They

1 are not open spaces, and the Red Cross still wanted to use  
2 it.

3 Q Did Mr. Packman mention to you in describing that  
4 discussion about the glass that the Red Cross response was  
5 well, this is not for a hurricane, it is for Shoreham, so  
6 the glass doesn't pose a problem?

7 A No they did not, no. They just said, well, we  
8 would like to use it anyway. Impressed by the size of it,  
9 I guess the square footage, and the location.

10 To my knowledge, at that time, nobody from the  
11 Red Cross had even looked at the building.

12 Q It is your understanding that the Red Cross did  
13 not tour BOCES?

14 A That is my understanding.

15 Q Now, could you turn the page to the statement  
16 of agreement concerning the use of facilities as mass care  
17 shelters by the American Red Cross?

18 This agreement provides in the first paragraph  
19 under the heading, Recitals, that the Red Cross is authorized  
20 to use the school building to help family victims of disaster.  
21 Do you see that?

22 A Yes.

23 Q Are you aware of any qualification as to what  
24 kind of disaster in this agreement?

25 A No.

1 Q Under the agreement, is your facility available  
2 in a hurricane?

3 A Yes. Again, upon request by the Red Cross, and  
4 upon the time, and so forth. As I explained to the Board,  
5 I felt that this would be a back-up facility. I felt high  
6 schools were much more appropriate. They had large gyms,  
7 and auditoriums, and places where you could house a large  
8 number of people.

9 Q Is your facility available in response to a  
10 fire?

11 A Is this facility?

12 Q Yes.

13 A It would depend on what time of the day the fire  
14 might be. We have students in that building from, oh,  
15 approximately eight in the morning through until ten-thirty  
16 or eleven o'clock at night, including, obviously, the adult  
17 education program.

18 Q So, depending upon how many other people are in  
19 the building, it would be available in response to a fire?

20 A Yeah, again on request by the Red Cross.

21 Q What about if the Red Cross called you and said  
22 there had been a radiological emergency at Brookhaven, and  
23 wanted to house people at your building?

24 A I think I would have to have more information;  
25 number of people, what would be involved, what facilities

1 they want to use.

2 You know, there is no kitchen, there is nothing  
3 -- there is no cafeteria in this building.

4 You have mentioned so many times, I see that  
5 as a short range thing. People have to leave their homes,  
6 they can come in and stay there overnight, even if they had  
7 to stand in the halls, and then leave. But if it was going  
8 to be any type of a program that went on more than a day  
9 or two we had to house, we just couldn't do it.

10 Q Would these same considerations go through your  
11 mind if the Red Cross called and asked whether they could  
12 use the building in response to emergency at Shoreham?

13 A No. I very honestly never gave a thought to a  
14 radiological disaster in connection with this Red Cross  
15 agreement.

16 Q Well, if the Red Cross called you and asked you  
17 to use the facility in response to an emergency at Shoreham,  
18 what would your response be?

19 A I would have to have more information as to what  
20 actually they wanted to use it for. If they were telling me,  
21 as I understand, that they were going to send nine thousand  
22 people down there, I would just say that it is impossible.

23 Q You would want to know the same sort of things  
24 you would want to know in response to a hurricane, wouldn't  
25 you?



1           A       Yeah. A hurricane, however, my understanding,  
2 if there is a hurricane, people have to leave their homes.  
3 That is all it would be. There would be people coming in,  
4 and we could tend to control the number by saying, tell me  
5 just how many we have. There are no specific number assigned.

6           Q       You had previous discussions with Suffolk County  
7 planners regarding use of the facility as a radiological  
8 emergency relocation center, didn't you?

9           A       Yeah, at probably back around 1980-83. This is  
10 when the County was attempting to develop -- or in the process  
11 of developing an evacuation plan for Shoreham.

12          Q       I have placed on your table and have handed to the  
13 Board and counsel a letter to Mr. Hines from Robert Meunkle,  
14 dated October 7, 1981, and I ask that it be marked LILCO  
15 Exhibit EP-70.

16                   JUDGE LAURENSEN: I see at the top of this it  
17 is already marked as Attachment 8. Has it already been  
18 received in the record?

19                   MS. McCLESKEY: No, sir. It was attached to  
20 withdrawn LILCO testimony, and that is the Attachment 8  
21 reference.

22                   JUDGE LAURENSEN: It will be marked as LILCO  
23 Exhibit EP-70.

XXXXX 24

25

(Above mentioned document marked  
LILCO Exhibit EP-70, for identification.)

1 BY MS. McCLESKEY: (Continuing)

2 Q Now, Mr. Hines, will you take a minute to review  
3 that letter, and then tell me whether you remember receiving  
4 it.

5 A Yes, I recall it.

6 Q What was your response to it?

7 A I don't think I responded.

8 Q You didn't respond verbally?

9 A I don't know as I responded verbally to this  
10 letter. I did have a discussion with Mr. Meunkle by telephone  
11 prior to his visitation, I expressed the same concerns that  
12 I had commented on a couple of times today, that I do not think  
13 the building was adequate, and mentioned the fact that shops,  
14 equipment, and so forth.

15 And he went down and looked at it, and apparently  
16 still was interested in it, as this letter indicates.

17 Several things concerned me. I was not about  
18 to provide access to the facilities on 24 hour day basis. I  
19 did not provide any home phone number to people and so forth.  
20 I again, would have to check back through the records. I am  
21 sure I didn't answer it. Nothing came of it, in other words.

22 There was no action -- no recommendation by  
23 myself to my Board or any action by the Board.

24 Q Do you recall even talking to him after you got  
25 the letter?

1           A       No, not after I got the letter. I remember after  
2 the visit, he said: You know, I still would like to use it,  
3 and I said it just doesn't make any sense to me, and left  
4 it like that. Or, we are still interested, I believe he said.

5           MS. McCLESKEY: Thank you, Mr. Hines. I appreciate  
6 your coming today.

7           Judge Laurenson, at this point I would like to  
8 move LILCO Exhibit EP-69 and LILCO Exhibit EP-70 into  
9 evidence. Oh, and let me note that the copy of LILCO Exhibit  
10 EP-70 has -- the last three pages are superfluous, and  
11 apparently were just in the file with the document, and I am  
12 not asking -- these are three letters; one to Mr. Hines from  
13 Mat Cordaro, one to the BOCES supervisory district from  
14 Matt Cordaro, and one to Mr. Richard -- I think that is  
15 supposed to be Zahnleuter, from Mr. Hines. That seems to be  
16 the same letter as the cover letter to the document, and I am  
17 not asking that those three be entered into the record.

18           JUDGE LAURENSON: This is on EP-69, not 70.

19           MS. McCLESKEY: That is right, I am sorry.

20           JUDGE LAURENSON: Is there any objection to these  
21 two documents being received in evidence?

22           MR. McMURRAY: Judge Laurenson, I would just  
23 like to make clear that EP-69 now consists of four pages,  
24 basically three different documents. The first document  
25 being a letter between Mr. Zahnleuter and Mr. Hines, the

1 second two pages being minutes of the BOCES meeting, and the  
2 fourth page being the agreement between American Red Cross  
3 and BOCES.

4 Is that the sum total of EP-69?

5 MS. McCLESKEY: That is right.

6 MR. McMURRAY: No objection.

7 MR. ZAHNLEUTER: No objection.

8 JUDGE LAURENSEN: All right. LILCO Exhibits  
9 EP-69, consisting of the four pages previously identified,  
10 and LILCO Exhibit EP-70, consisting of two pages, will be  
11 received in evidence and bound in the transcript following  
12 this page.

13 XXXXX

(The above mentioned documents,  
14 previously identified as LILCO  
15 Exhibits EP-69 & 70, are admitted  
16 into evidence.)

17

18 (LILCO Exhibits EP-69 & 70 follow)

19

20

21

22

23

24

25

LILCO Ex. EP 69  
JH  
5/31/84

May 31, 1984

Mr. Richard Zahnleuter  
Room 229  
State Capitol  
Albany, NY 12224

Dear Mr. Zahnleuter:

As a follow-up to our recent telephone conversation, I am enclosing a copy of the resolution of our Board of Cooperative Educational Services authorizing the use of our Islip Occupational Center as a Red Cross Mass Care Shelter. Also enclosed is a copy of the agreement that we signed with the American Red Cross.

As I told you, we have no agreement (formal, informal, or otherwise) with LILCO for their use of that same building as an Evacuation Center.

If you have any further questions on this matter, please contact me.

Sincerely,

James Hines  
District Superintendent

JH/tw  
Encls.

••

SECTION VNEW BUSINESSPresentation  
on the  
Employee  
Assistance  
Program

Mrs. Dorothy Daly was introduced by Mr. Hines as the person who took the leadership role in developing a promising program known as the Employee Assistance Program. Mrs. Daly spoke about the development of the program. Currently the Middle Island, Middle Country, East Islip and Central Islip School Districts are involved in this shared service with the districts of Shoreham-Wading River, Smithtown and William Floyd looking into the possibility of joining. This program had been run by the State Civil Service for the past five years. It is a broad program dealing with any problem perceived by an employee with the employee needing some direction. The program itself attempts to direct the employee toward professional assistance where that is appropriate. There have been twenty-one (21) therapists interviewed to be utilized as consultants for various types of personal problems that may impact an employee covered by this program. There have been presentations to over 2,000 people and the program itself is confidential, neutral and voluntary. Persons refer themselves to the program. These programs have already succeeded at Grumman Aerospace, Suffolk County Police Department, State Civil Service and other areas. BOCES #1 is seeking to be included in the program and BOCES #3 is considering the issue presently.

There were a number of questions reviewed from Board Members by Mrs. Daly and the President of the Board thanked her for her efforts in initiating this program with BOCES and the component districts.

Mr. Hines reviewed with the Board the request of the American Red Cross to utilize the Islip Occupational Center as a shelter in case of a disaster in the County. There is no cost to BOCES in that any items utilized in case of an emergency or disaster would be reimbursed by the American Red Cross.

Request by  
Suffolk Cnty.  
Ch. of Amer.  
Red Cross to  
Use IOC as  
Mass Care  
Center

SECTION V

NEW BUSINESS, Continued

After a discussion by the Board, Mr. Minardi moved and Mr. Wegner seconded the motion to approve the utilization by the American Red Cross of the Islip Occupational Center in case of a disaster. This motion was passed with Dr. Hillman in opposition.

Mr. Hines recommended the appointment of Shirley Leids as Principal of the Islip Learning Center retroactive to the effective date of September 1, 1983 at an annual salary of \$40,341. Mr. Hines indicated that Mrs. Leids has been acting in that role since September and has performed well and has proven to be quite capable as an administrator.

Recommendation to Approve Appointment of Shirley Leids as Principal of Islip Learning Center

Upon the motion of Mr. Wegner and second of Dr. Hillman, the motion to appoint Mrs. Leids as the Principal of the Islip Learning Center retroactive to September 1, 1983 was unanimously approved.

Mr. Hines reviewed with the Board the fact that the IRS has recently increased the mileage reimbursement for 1983 from 20¢ to 20.5¢ per mile. Being that our contractual obligation with the various unions utilizes the IRS mileage reimbursement formula, Mr. Hines recommended that the Board approve this change.

Recommendation to Increase Mileage for Staff Travel From 20¢ to 20.5¢ a Mile Retroactive to July 1, 1983

Upon motion by Mr. Wegner and seconded by Mr. Minardi, the motion to approve the reimbursement from 20¢ to 20.5¢ retroactive to July 1, 1983 was passed unanimously.

Mr. Hines indicated that the New York State School Boards Association has provided the membership dues statement for the calendar year 1983-84 with membership to BOCES amounting to \$4,500. He also indicated that the membership dues statement in the amount of \$280 has been received from the American Association of School Administrators. The District Superintendent recommended approval of both memberships.

Recommendation for Payment of Membership Dues

**STATEMENT OF AGREEMENT  
CONCERNING THE USE OF FACILITIES AS MASS CARE SHELTERS  
BY THE AMERICAN RED CROSS**

This agreement is made and entered into between the governing board of BOCES II, Second Supervisory District of Suffolk County, State of N.Y. and the Suffolk Chapter of the American Red Cross, hereinafter referred to as "Red Cross."

**RECITALS**

Pursuant to the terms of Federal statutes, the Red Cross provides emergency services on behalf of individuals and family victims of disaster. BOCES II is authorized to permit Red Cross to use school buildings, grounds, and equipment for mass care shelters required in the conduct of Red Cross Disaster Relief activities and wishes to cooperate with the Red Cross for such purposes.

The parties hereto mutually desire to reach an understanding that will result in making the aforesaid school facilities of Islip Occupational Center schools available to the Red Cross for the aforesaid use.

Now therefore, it is mutually agreed between the parties as follows:

- BOCES II schools agree that, after meeting its responsibilities to pupils, it will permit, to the extent of its ability, and upon request by Red Cross, the use of its physical facilities by Red Cross as mass shelters for the victims of disasters.
- Red Cross agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse BOCES II schools for any school food or supplies that may be used by Red Cross in the conduct of its relief activities in said mass shelters.

In witness thereof the governing board of the BOCES II, Second Supervisory District has caused this agreement to be executed by the President of the Governing Board, and the Red Cross has caused this agreement to be executed by the Suffolk Chapter said agreement to become effective and operative upon the fixing of the last signature hereto.

Signature to the Agreement:

Carl Richardson  
Chairman, Red Cross Chapter Suffolk County

11-29-83  
Date

[Signature]  
President  
Board of Education of  
BOCES II  
School District  
12/20/83  
Date

*79-99 South St*



## COUNTY OF SUFFOLK

ATTACHMENT 8



LILCO EX EP 70

DEPARTMENT OF PLANNING

LEE E. KOPPELMAN  
DIRECTOR OF PLANNING

October 7, 1981

277

Mr. James Hines  
District Superintendent  
BOCES II  
201 Sunrise Highway  
Patchogue, N.Y. 11772

Dear Mr. Hines:

We recently had an opportunity to tour the BOCES campus on Locust Ave. in Islip. As you are aware, we wanted to review the facilities for use as a possible relocation center in the event of an evacuation.

Initially, I would like to express my gratitude for the excellent cooperation provided to us by the principals at each of the facilities. Having reviewed the complex, we are formally requesting to utilize it as a relocation center.

The purpose of a relocation center is to provide shelter for evacuees who have no alternate accommodations with friends or relatives. We estimate that approximately 9,000 evacuees might utilize this relocation center under a worse case condition. However, only the planning areas furthest away (7-10 miles) from the reactor would be designated to relocate to your facility. Therefore, the likelihood of those zones being asked to evacuate is remote. In addition, since evacuation would realistically take place zone-by-zone downwind of the reactor, only a percentage of those zones would relocate to your facility at any one time so that in all probability there will be significantly less than 9,000 people staying there.

If you are agreeable to allowing use of the facility, we would need access to the facilities on a 24 hour-a-day, year round basis. Therefore, we would require the home phone numbers for people who have keys to the buildings in the event the facility is not staffed, such as on a weekend.

C01767

4020276

October 7, 1981

Ideally, in the given emergency situation, we would like to use the Islip Occupational Center initially and only utilize the other buildings on an "as needed" basis.

The American Red Cross will provide the staffing and support for all relocation centers, as such, if you are agreeable to the utilization of this facility, Red Cross personnel would want to view the facilities and enter into an agreement with BOCES which would then make the facility a designated Red Cross shelter.

We recognize that in the event the County has to use these facilities as a relocation center, we would have to provide adequate security.

We are available to discuss this matter further at your convenience.

Very truly yours,

Robert C. Meunkle  
Project Manager - Emergency  
Planning Group

RCM:df

C01768

402J276

1 JUDGE LAURENSEN: Do we intend to follow the  
2 same order of questioning as last time for Dr. Cipriani?

3 MR. McMURRAY: That sounds like a good way to  
4 go.

5 JUDGE LAURENSEN: Mr. McMurray?

XXX INDEX

6 CROSS EXAMINATION

7 BY MR. McMURRAY:

8 Q Mr. Hines, I take it from what you told Ms.  
9 McCleskey, that there was some approach made by the American  
10 Red Cross in November of '83 regarding the use of BOCES as  
11 a shelter, is that correct?

12 A That is correct. Not directly to me.

13 Q That was to Mr. Packman, correct? He was the  
14 one who handled the discussions?

15 A Right.

16 Q Have you spoken with Mr. Packman about his  
17 discussions with the Red Cross on this issue?

18 A Yes.

19 Q Have you inquired of Mr. Packman whether or  
20 not these discussions included specific discussions about  
21 the availability of BOCES during an emergency at Shoreham?

22 A Yes. Not at the time, but since then I have.

23 Q Okay. And what has Mr. Packman told you?

24 A No reference to any disaster at Shoreham.

25 Q And what has Mr. Packman told you?

1 A No reference to any disaster at Shoreham.

2 Q But there was reference to specific disasters,  
3 specifically a hurricane, correct?

4 A Yeah. Apparently from what Mr. Packman told me,  
5 that was about the only type of disaster that was discussed,  
6 and that is when he referred to the problem of glass in the  
7 building, lack of space, usable space.

8 Q So the impression left with you is that really  
9 the Red Cross was most interested in some sort of shelter  
10 for hurricanes?

11 A Yeah. As I said, natural disasters. Perhaps  
12 it is my own background, I tend to associate Red Cross with  
13 hurricanes, floods, and that type of disaster.

14 Q And I take it you first learned about the fact  
15 that LILCO was designating BOCES II as a relocation center  
16 and decontamination and monitoring center through a Newsday  
17 article, is that correct?

18 A Newsday article, yes.

19 Q And you didn't, because of that article, draw  
20 any connection between the agreement that was being discussed  
21 with the Red Cross and this article, correct?

22 A No. I don't even believe at the time I read that  
23 that I had the agreement in hand.

24 Q Does the agreement -- we are discussing the  
25 agreement which is the last page of what has been identified

1 as LILCO Exhibit EP-69, correct? Is that the agreement?

2 A Yes.

3 Q And that nowhere mentions a radiological emergency,  
4 correct?

5 A No.

6 Q The Board approved this agreement, correct?

7 A Yes.

8 Q Who advised the Board about the discussions  
9 -- to whatever extent there were discussions, between  
10 BOCES and the Red Cross?

11 A I did.

12 Q And you did not -- well, I take it that because  
13 you had no knowledge that the agreement was supposed to cover  
14 the Shoreham plant or an accident at Shoreham, you didn't  
15 advice the Board that it covered that sort of an event?

16 A No. As I said, I was not aware of it.

17 Q Since November of 1983, when these contacts were  
18 first made by the American Red Cross, has anyone from LILCO  
19 ever contacted you or your Staff to ask permission for BOCES  
20 II to be available during a radiological emergency as a relocation  
21 center or as a decontamination and monitoring center?

22 A Definitely no one has contacted me, and to my  
23 knowledge, no one has contacted anybody on our staff.

24 Q With respect to your contacts with Mr. Meunkle,  
25 I take it that you told -- I believe you said you told Mr.

1 Meunkle, that use of BOCES II just doesn't make any sense,  
2 correct?

3 A That is right.

4 Q That is based on the concerns you have expressed  
5 here today, correct?

6 A Yes.

7 Q What took place after you told Mr. Meunkle that  
8 it just didn't make any sense?

9 A To my knowledge, nothing. This letter, and that  
10 was about it.

11 Q It just sort of became a dead issue.

12 A Yeah. We -- the whole association at that time  
13 with Mr. Meunkle, in that planning there would be big gaps.  
14 We were approached originally because we were on the regional  
15 transportation program for Suffolk County, and they were  
16 interested in transportation.

17 That was the gist of the meetings that we had  
18 with them, plus I had them speak with our superintendents.  
19 But there was just this one time when he asked about the  
20 center.

21 Q And I take it from the letter, which has been  
22 identified as LILCO Exhibit EP-70, that he was requesting  
23 to use that facility to shelter approximately nine thousand  
24 evacuees, correct?

25 A Yes.

1 Q I am talking about the BOCES Occupational Center.

2 A Yes.

3 Q Is that the same number of evacuees you understand  
4 LILCO has expected BOCES II to shelter under the LILCO plan?

5 A Yes.

6 Q And you still think that makes no sense, correct?

7 A It is not possible. Well, I say it is not, but  
8 I suppose anything is possible, but it just is not usable  
9 space in that building. There are no large areas. Corridor  
10 space. We would have people jammed together in the corridors.

11 Q In discussions with the Red Cross, are you aware  
12 of any statements or representations by the Red Cross that  
13 BOCES would be asked to shelter as many as nine thousand  
14 people?

15 A No.

16 Q Would that have altered your opinion of the  
17 agreement between you and the Red Cross?

18 A Oh, yeah, without any question. I don't think  
19 they used any numbers. It was just as a shelter, and the  
20 Red Cross, as I understand it, tries to line up a lot of  
21 buildings for mass shelter purposes.

22 So, it was a matter, again, as I indicated  
23 earlier, of cooperating with them. Our Board felt the  
24 same way.

25 Q You mentioned that BOCES has made its good offices

1 available to discuss the matter of evacuation, or emergency  
2 planning, among the -- I guess provide a forum between the  
3 schools and LILCO, isn't that correct?

4 A And the County.

5 Q And the County.

6 A Or anyone involved with it. The State, the  
7 State Education Department. It is done at -- the District  
8 Superintendent has 28 school districts to work with, and we  
9 have regular meetings of our -- the Superintendent of  
10 Schools for each one of those districts, and this question  
11 came up several times; well, what are you doing? LILCO  
12 has approached us with this, and talking about go home  
13 drills, and what are you doing and so forth, and the  
14 Superintendent said: Mr. Hines, I wonder if you could set  
15 up a little group, and we can meet with the different  
16 people involved, and lets all do the same thing instead  
17 of going off in different directions.

18 Lets have the districts work together.

19 Q I take it from what you are saying then that the  
20 subject matter of these meetings was to discuss such matters  
21 as what the schools would do during an emergency; whether  
22 they would shelter, what protective actions they would take,  
23 correct?

24 A Right.

25 Q Was there ever any discussion about BOCES II being



1 used as a relocation center or as a center for monitoring and  
2 decontamination of evacuees?

3 A I was not at all of the meetings, but to my  
4 knowledge, no.

5 End 10.  
6 Mary fols.

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Sim 11-1

1 Q Does a BOCES center have any gang showers at  
2 all, the occupational center?

3 A No, it does not, no gang showers.

4 Q But it has some showers and shops or something  
5 lik- that?

6 A I think there are about 18 of the shops of  
7 what we call wash stations. As you enter into the shop  
8 off to the side is an alcove like a little faucet shower,  
9 I guess you would call it above, and a chain. The purpose  
10 of that is if a student was involved in an automotive shop  
11 and got battery acid or something spilled on him, you put  
12 him immediately into that and pull the chain and wash it  
13 off. Not all of the shops have them. I think that we  
14 have 18 of these wash stations in that center.

15 Q There is no more than one of these showers in  
16 each shop, correct?

17 A Yes. There are 34 shops and we have, as I said,  
18 18 of the so-called wash stations. No regular showers  
19 because there are no activities such as gym or anything.

20 MR. McMURRAY: Judge Laurenson, I would just  
21 like a minute to review my notes. I think I am very close  
22 to done.

23 (Pause.)

24 BY MR. McMURRAY:

25 Q Mr. Hines, I take it from what you have said that

Sim 11-2

1 whether or not you would make your facility available  
2 during some emergencies would depend upon some of the facts  
3 presented to you at the time of the emergency, correct?

4 A Oh, very definitely.

5 Q Ms. McCleskey I believe asked you whether or  
6 not you would consider the same factors in a hurricane as  
7 for an emergency at Shoreham. Do you recall that?

8 A Yes.

9 Q Would all of the considerations for a hurricane  
10 be identical as for a radiological emergency at Shoreham?

11 A No. I can say it now, because from what I  
12 understand, the radiological center would involve more than  
13 just having people come in, you know, to get out of the  
14 weather to have a roof over their head, that this would  
15 involve different types of monitoring and radiological  
16 testing, storage of equipment and so on.

17 Q And I take it there is no way you could absolutely  
18 commit to making your facility available now for any sort  
19 of disaster in the future, correct?

20 A That is true.

21 MR. McMURRAY: Judge Laurenson, I have no further  
22 questions.

23 JUDGE LAURENSEN: Any questions on behalf of the  
24 NRC staff?

25 MR. BORDENICK: We have no questions.

Sim 11-3 1

JUDGE LAURENSEN: Mr. Zahnleuter?

2

MR. ZAHNLEUTER: No questions.

3

JUDGE LAURENSEN: Anything else on behalf of

4

LILCO?

5

MS. McCLESKEY: Yes, sir, I just have a couple

6

of questions.

7

## RE-CROSS-EXAMINATION

INDEXXXXXX 8

BY MS. McCLESKEY:

9

Q Just to make sure that I am clear, Mr. Hines,

10

was Mr. Packman at the Board meeting where you approved

11

this agreement with the Red Cross?

12

A No.

13

Q And you had read the news article before you

14

went to the board meeting?

15

A Yes. I believe it was a Newsday article.

16

Q Did you mention to anybody at the meeting that

17

you had read the article?

18

A Yes. I think I said that before. It was

19

coincidental. I said at the meeting that if you have

20

read in the paper about the BOCES II ISLIP Occupational

21

Center being an evacuation center, I said I don't know

22

anything about it.

23

Q Did anyone at the meeting raise the question of

24

how the information in the article might impact upon the

25

agreement that you were discussing?

Sim 11-4 1

2 A No. We did not at any time and not until some  
3 time later connect the Red Cross and the LILCO evacuation  
4 center, not in my thinking or any of the others.

5 Q So at the meeting you mentioned that there was an  
6 article that the center was being mentioned in the plan;  
7 is that right?

8 A Right.

9 Q And then you mentioned that there was an agreement  
10 pending that we need to approve with the Red Cross for use  
11 of relocation centers; is that right?

12 A Right.

13 Q And then there was never a third sentence that  
14 said I wonder what the connection is between the article  
15 and the agreement?

16 A No. They are done at two different times in  
17 the meeting, by the way.

18 Q How long was the meeting?

19 A A couple of hours. So it could have been three-  
20 quarters of an hour between the two.

21 Q Mr. McMurray asked you about the 9,000 people  
22 mentioned in a letter to you from Mr. Meunkle.

23 A Yes.

24 Q Is there an area in the BOCES ISLIP Occuational  
25 Center that is a large open area where people congregte?

A No. The largest area we have in the ISLIP

Sim 11-5

1 Occupational Center is what we call a large group instruction  
2 room. This is no larger than -- let's say it is equivalent  
3 to perhaps a classroom and a half, and they use it for  
4 staff meetings and so forth. If you put a hundred people  
5 in there it would be very tight. I don't even know if you  
6 could seat them. You might have to have them stand.

7 Q There is no large gymnasium?

8 A No gymnasium, no.

9 Q There is no large cafeteria?

10 A No cafeteria.

11 Q All the rooms are small and are occupied by  
12 machines?

13 A The rooms are not necessarily small. Many of the  
14 shops are larger than the average school classroom. The  
15 minimum size for a classroom is 770 square feet in New York  
16 State. Some of these shops, the automotive shops would  
17 be as large as 1,500 square feet, but they are filled with  
18 various types of equipment, whether it is in the technical  
19 area, we have data processing and computers and word processors  
20 and so on, or automobiles.

21 Q Has any one of your staff reported to you that  
22 inquiries have been made by phone by LILCO regarding the  
23 capacity of your facility?

24 A By LILCO? No, nothing has been reported to me.

25 Q And you discussed all these meetings that you

Sim 11-6

1 were having with representatives to discuss the school  
2 response to an emergency at Shoreham?

3 A That is right.

4 Q Am I correct that you have now been told not  
5 to have any further meetings until the license that is  
6 pending is decided one way or the other?

7 A No. No, that is not true. The superintendents  
8 who provided me with the genesis of these meetings decided  
9 at the meeting, I believe and I would have to check, I  
10 think it was probably last March, they said that after  
11 the meetings, the information and the fact-finding that  
12 had gone on, they could not reach any conclusion and let's  
13 suspend the meetings and let's see what happens.

14 The question I had from the State Education  
15 Department came after that, after it was decided not to  
16 hold any more meetings. The whole thing was just put on  
17 hold.

18 Q Is it fair to say that you want the Red Cross  
19 to call you before each emergency so that you have some  
20 flexibility to respond to the particular situation?

21 A Yes, very definitely.

22 MS. McCLESKEY: Those are all my questions.

23 JUDGE LAURENSEN: Anything else?

24 MR. SEAMAN: Your Honor, for the record, let  
25 me just ask Mr. Hines if he knows what the square footage

Sim 11-7 1

of the ISLIP Occupational Center is?

2

THE WITNESS: 140,000 square feet.

3

MR. SEAMAN: And what is comprised of that 140,000 square feet?

5

THE WITNESS: The 34 shops and office space and a great deal of corridors. There are really four buildings that tend to be connected.

6

7

8

MR. SEAMAN: How much of that would be open space, if you know?

9

10

THE WITNESS: I could not give you a square footage on that. The corridor space, I have a diagram of the building and you can see a great deal of corridor space. There are four buildings really with a corridor going down through each one and they are double loaded corridors with shops on each side.

11

12

13

14

15

16

MR. ZAHNLEUTER: I have two follow-up questions to Ms. McCleskey's questioning.

17

18

REDIRECT EXAMINATION

XXXXXXX

19

BY MR. ZAHNLEUTER:

20

Q Mr. Hines, in preparation for this testimony, did you discuss the events surrounding the Board's meeting in December with Mr. Packman?

21

22

23

A The Red Cross agreement, which was our December 1983 meeting?

24

25

Q Yes.



Sim 11-8 1

A Yes, I have in preparation for this reviewed  
that with him.

2

3

Q Did his recollection of the events differ in any  
way from yours?

4

5

A No, just what I have told you today.

6

MR. ZAHNLEUTER: Thank you.

7

JUDGE LAURENSEN: All right.

8

That completes the testimony of Superintendent  
Hines.

9

10

We thank you for appearing as a witness here.

11

(The witness was excused.)

12

JUDGE LAURENSEN: We will now take our luncheon  
recess and we will resume in an hour and fifteen minutes with  
the cross-examination of Mr. Thompson.

13

14

15

MR. ZAHNLEUTER: May I inquire if there is any  
offer or rebuttal testimony for Mr. Hines' area of expertise?

16

17

MS. McCLESKEY: No, sir. If there had been,  
I would have said so.

18

19

MR. ZAHNLEUTER: Thank you.

20

JUDGE LAURENSEN: Off the record.

21

(Discussion off the record.)

22

(Whereupon, at 1:00 p.m., the hearing recessed,  
to reconvene at 2:15 p.m., the same day.)

23

24

25

Sim 11-9 1

## AFTERNOON SESSION

2

(2:22 p.m.)

3

JUDGE LAURENSEN: We are back on the record  
4 now.

5

While we are waiting for the counsel for the  
6 State University to return we will hear oral argument  
7 now concerning the Suffolk County motion to strike three  
8 portions of Mr. Sears' testimony on behalf of the NRC staff  
9 on Contention 11.

10

Mr. McMurray.

11

MR. McMURRAY: Thank you, Judge Laurenson.

12

There are two pieces of testimony presented  
13 by the staff witnesses on Contention 11, one piece filed  
14 by Mr. Sears, John R. Sears, and a second presented by  
15 Mr. Sheldon A. Schwartz.

16

The County's motion to strike goes to Mr. Sears'  
17 testimony and not Mr. Schwartz'.

18

First, Judge Laurenson, the County moves to strike  
19 Question and Answer 7 on pages 4 through 5 of Mr. Sears'  
20 testimony. The discussion with respect to Question and  
21 Answer 7 deals with SNPS emergency directors, including  
22 watch engineers who are emergency directors, the plant  
23 manager, operations managers and two vice presidents who  
24 have trained to be response managers.

25

All of these personnel, Judge Laurenson, are

Sim 11-10

1 onsite personnel. If they have any emergency response  
2 functions, those are onsite functions which are governed  
3 by the onsite plan.

4 Of course the focus of these hearings is LILCO's  
5 offsite plan and offsite emergency preparedness. The  
6 emergency directors are not part of that plan and they don't  
7 make any recommendations to the public regarding what the  
8 public should do in a radiological emergency. They are just  
9 not part of LERO.

10 Therefore, Question and Answer 7 is irrelevant  
11 and outside the scope of the contention.

12 The second portion which should be stricken is  
13 Question and Answer 9 on pages 5 through 6. Here Mr. Sears  
14 discusses having talked with three customer service  
15 operators about their knowledge of what they are supposed  
16 to do if they are called from the plant about a radiological  
17 emergency.

18 However, there is no indication here that these  
19 three customer service operators are the only operators who  
20 would be relied upon to receive a call from the plant, nor  
21 is there any indication that they in fact represent views  
22 of the other customer service operators in the LERO  
23 organization.

24 This is akin I believe to the Board's ruling  
25 on the training materials where the Board required the

Sim 11-11 1

2 showing or establishment of a pattern and not just isolated  
3 instances or discussions which may or may not be representa-  
4 tive of the universe of information.

5 So we don't know whether these three discussions  
6 with the customer service operators are at all representa-  
7 tive of the universe of customer service operators that  
8 LILCO would rely upon.

9 The third portion of Mr. Sears' testimony that  
10 we seek to strike is on pages 6 and 7, and what we seek  
11 to strike are all references to onsite personnel.

12 JUDGE LAURENSEN: Could you be specific in the  
13 precise words you are objecting to?

14 MR. McMURRAY: Yes, Judge Laurenson. I am  
15 talking about shift supervisors, engineering directors  
16 or the SNPS emergency director. Those are onsite personnel  
17 and are not part of LERO, nor are they part of the offsite  
18 plan. Therefore, all references to those individuals should  
19 be stricken for the reasons I stated earlier with respect  
20 to Question and Answer 7.

21 JUDGE LAURENSEN: Just to clarify it, on page  
22 6, Answer 10, five lines up from the bottom of the page,  
23 does your objection run from the first word "And" in that  
24 line to the word "director" in the next line?

25 MR. McMURRAY: Yes, Judge Laurenson.

JUDGE LAURENSEN: And on page 7 does your

Sim 11-12 1

2 objection begin in the first line of Answer 12, and I will  
3 just read the words that seem to be what you were talking  
4 about, and that is "The shift supervisors, the SNPS engineering  
5 directors and"?

6 MR. McMURRAY: That is right.

7 JUDGE LAURENSEN: Are there any other words that  
8 are included or encompassed within your motion to strike  
9 this No. 3 item that I haven't read into the record?

10 MR. McMURRAY:

11 MR. McMURRAY: No, Judge Laurenson. That seems  
12 to be it. The shift supervisors and the SNPS engineering  
13 directors in the first and second lines of Answer 12 are  
14 the portions we were discussing.

15 JUDGE LAURENSEN: All right.

16 Does that complete the County's argument?

17 MR. McMURRAY: Yes.

18 JUDGE LAURENSEN: Mr. Bordenenick.

19 MR. BORDENICK: The staff of course opposes the  
20 County's motion in its entirety.

21 With respect to Item No. 1, which is Question  
22 and Answer No. 7 on page 4 and 5, as I understand the verbal  
23 motion, it is in two parts.

24 One is that the testimony is outside of the  
25 scope of the contention, and I will address that first.

The contention clearly, with one exception, talks

Sim 11-13 1

2 about LILCO as opposed to LERO. So the convention which was  
3 drafted by the County I believe encompasses both the onsite  
4 and offsite LILCO personnel.

5 More importantly, however, if you are going to  
6 talk about command and control considerations in an  
7 emergency, you have to realize that the protective action  
8 recommendation over which the command and control is going  
9 to be exercised is going to come from the plant simply  
10 because that is the source of the information. That is the  
11 source of the problem. That is the source of the accident.

12 So I think that the distinction between onsite  
13 personnel and offsite LERO personnel in this context at  
14 least is one more of form rather than substance.

15 So on the grounds that the contention itself  
16 speaks in terms of LILCO and is not limited strictly to off-  
17 site LILCO personnel or LERO workers, the motion is not well  
18 taken, and also one has to look at the context of the  
19 contention which raises potential conflict for command and  
20 control purposes.

endSim 20

Sue fols

21

22

23

24

25

#12-1-SueT 1

2 And the Board should take into account that  
3 people making command and control decisions are going to  
4 have to receive input from onsite personnel. That es-  
5 sentially, as I understand it, the motion as to Item Number  
6 3 is based on the same premises as set out in the outline  
7 of Suffolk County's motion to strike which they served  
8 yesterday. And so, therefore, my discussion in opposition  
9 to the motion would be applicable to both 1 and 3.

10 As to 2, Item 2, which is Question and Answer 9  
11 on Pages 5 and 6, I believe that Mr. McMurray's arguments  
12 in support of that motion are the classic arguments that  
13 one would expect to see in proposed findings and that,  
14 therefore, the arguments essentially go to the weight that  
15 should be given to the testimony rather than its admissibility.

16 The County's reliance on the Board's ruling as  
17 regards the LILCO training documents is totally inapposite  
18 here. What we are dealing with in this particular instance  
19 is a staff witness whose responsibilities include reviewing  
20 any and all aspects of the LILCO plan. I'm not going to  
21 attempt to get into the distinctions between the NRC and  
22 FEMA. I think the Board is well aware of those.

23 But the Board did ask for testimony by the  
24 Federal government on this particular contention. Mr.  
25 Glass, on FEMA's behalf, indicated they did not have the  
expertise. The Staff attempted to go ahead with it. In

#12-2-SueT1

2 preparation for that testimony, Mr. Sears, in his function  
3 as a Staff reviewer, went out and did what he thought he  
4 had to do in order to prepare the testimony. And the  
5 County can simply pursue that further on cross-examination  
6 as to who he talked to and who he didn't talk to and why  
7 he talked to who he did and why he didn't talk to who he  
8 didn't.

9 So, in summary, as regards Item 2 on the County's  
10 motion to strike, I think the motion is totally without  
11 merit. The arguments, to the extent that they have any  
12 merit at all -- and I'm not conceding that they do -- would  
13 go the weight to be given to the testimony and not to its  
14 admissibility.

15 JUDGE LAURENSEN: Does LILCO or the State wish  
16 to be heard on this motion to strike?

17 MR. CHRISTMAN: I do, sir.

18 MR. ZAHNLEUTER: Yes.

19 MR. CHRISTMAN: I will be glad to go first if  
20 you like.

21 LILCO opposes the motion. And I will try to be  
22 brief when I tell you why. I first have a general observa-  
23 tion about the whole thing.

24 Contention 11 is one of those behavioral issues  
25 that we spent so much time on. And my recollection is that  
when the Board ruled on other motions to strike on Contentions



#12-3-SueT

1 11 and 15, that the Board made a statement to the effect  
2 that it was applying a liberal standard to the evidence  
3 on those two contentions. I think that statement was made  
4 by Judge Kline. In any event, it had the effect of cutting  
5 a bloody swarth through my particular motions to strike  
6 and very little was stricken from any of the other parties'  
7 testimony.

8 I remind the Board that I think somewhat of a  
9 liberal standard does apply in this case.

10 Now, to specific arguments as to the two  
11 grounds for striking the Staff's testimony. As to the  
12 first argument of the County, which is that this is  
13 outside the scope of the contention because it's about on-  
14 site people, nobody is more eager than I am to avoid drag-  
15 ging onsite issues into this proceeding, as you know. How-  
16 ever, that doesn't mean that some facts about onsite people  
17 may not be -- that some facts about onsite people are never  
18 relevant to the issues in this proceeding.

19 Contention 11 says that utility employees are  
20 disqualified from making the type of health and safety  
21 decisions we are talking about here because they are  
22 utility employees and because utility employees think a  
23 certain way. That is, they are disqualified because of  
24 the way utility employees think.

25 Now, what Mr. Sears has presented here is some

#12-4-SueT1

2 evidence about how utility employees think. The County  
3 lumped utility employees together. He has got some  
4 evidence on that subject, and it is relevant even though  
5 it is about onsite personnel.

6 Now, there is an additional, less important,  
7 connection between onsite and offsite personnel, and that  
8 is that I fully intend to argue in my findings that  
9 Contention 11 proves far too much because in arguing that  
10 utility employees and officials are disqualified from  
11 making these health and safety decisions, if that contention  
12 is true they are also disqualified from making decisions  
13 under onsite emergency plans and indeed that they should  
14 be disqualified from operating nuclear power plants, because  
15 that is the gist, that is the meaning and the implication  
16 of Contention 11, if Contention 11 is upheld.

17 And Mr. Sears' testimony about how onsite  
18 utility employees reacted to his questions and about how  
19 offsite utility people reacted to his questions is relevant  
20 to my thesis, which I maintain is relevant to the contention.

21 Now, as to the second ground for striking the  
22 testimony which goes to Item Number 2 in the motion, I  
23 agree fully with Mr. Bordenick that it goes to weight. Mr  
24 McMurray said we don't know this, we don't know how re-  
25 presentative the people he talked to are and so forth.  
Well, those are the sorts of things you can ask on cross

#12-5-SueT<sub>1</sub>

examination, of course.

2           Second, as to failure to show a pattern, well,  
3 there is a pattern shown here frankly. When you ask some  
4 people if they understand their responsibilities and they  
5 all say, yes, they do, you have a pattern. Whether or not  
6 it's statistically sound to the nth degree or not, you have  
7 a pattern. But, more important, this business about the  
8 pattern is a misapplication of the Board's ruling on those  
9 training documents that we talked about some weeks ago.

10           As Mr. Bordenick says, the situation is entirely  
11 distinguishable. What you had there was on cross-examination  
12 the lawyers resorting to a large pile of raw data; that is,  
13 drill observer comments, and asking about them, and you  
14 excluded that for failure to show a pattern.

15           But when a witness came along for the County and  
16 offered to show a pattern, you let that information in.  
17 Moreover, we were talking here about a large pile of raw  
18 data which had both good and bad comments in it, raw data  
19 that were not generated or generated by either the lawyers  
20 cross-examining or by the witnesses. And there were two  
21 reasons I think, or at least two reasons for excluding  
22 that sort of data.

23           One was judicial economy. There was a large  
24 pile of raw data. Here we have a very compact piece of  
25 testimony and Mr. Sears' observations, all of which he made

#12-6-SueT

1 and which he can talk about. Second, the possibility of  
2 misuse. You have good and bad data in that pile. It wasn't  
3 even the whole universe at that, because some of the documents  
4 no longer existed. And there was clearly the possibility  
5 that it would be non-probative because of the way that  
6 you selected certain portions.

7 Well, here we have the whole universe of Mr.  
8 Sears' observations and he is available to talk about them.  
9 And, again it's a fairly compact universe of observations.

10 And so the business about the patterns is just  
11 totally inapplicable. And that's all I have to say.

12 JUDGE LAURENSEN: Mr. Zahnleuter.

13 MR. ZAHNLEUTER: The State supports the County's  
14 motion, and I have two brief points that I would like to  
15 make.

16 First of all, Contention 11 speaks of LILCO  
17 employees in command and control positions under the LILCO  
18 plan. Second of all, the Board's ruling concerning the  
19 training dispute can be found on Page 12,826 of the transcript.

20 And it was there that Judge Kline said: To put  
21 it in the most elementary possible terms, we do not accept  
22 that a valid hypothesis can be confirmed from a voluminous  
23 data set simply by extracting a subset of data that agrees  
24 with that hypothesis.

25 It seems that Mr. Sears' testimony extracts the

#12-7-SueT 1

2 statements of a few LILCO employees to show that all  
3 employees in the same situation would make the same such  
4 statements.

5 And that concludes my statement.

6 JUDGE LAURENSEN: Okay. We will take this matter  
7 under advisement. I don't want to delay the completion of  
8 the cross-examination of Mr. Thompson.

9 I see that all counsel are now present. Mr.  
10 Thompson, if you will resume the witness stand here, I  
11 believe we are ready to begin with the State's cross-  
12 examination. And, let me just inquire for the record who  
13 will be doing that.

14 Before we begin, I just want to express to Mr.  
15 Thompson our appreciation for waiting. I realize it is  
16 beyond the time that we had set to begin your cross-  
17 examination but, as you know, we postponed this to allow  
18 counsel for the State University and Mr. Miller to return.  
19 Whereupon,

20 EDWARD THOMPSON

21 a witness previously called by and on behalf of the Long  
22 Island Lighting Company and, having first been duly sworn,  
23 resumed the stand and was further examined and testified as  
24 follows:

25 CROSS-EXAMINATION

BY MR. ZAHNLEUTER:

#12-8-SueT 1

2 Q Mr. Thompson, could you please tell me when you  
first learned of the LILCO plan for Shoreham?

2

3

A It was before December of '83.

4

5 Q And how did your first acquaintance with the  
LILCO plan come about?

5

6

A I went out as an observer to one of the drills.

7

8 Q Did Mr. Rasbury ask you to go out as an  
observer?

8

9

A Absolutely.

10

11 Q Do you know who requested Mr. Rasbury to send  
a representative of the Red Cross?

11

12

A No, I don't.

13

14 Q In your view, why were you sent out to observe  
the drill?

14

15

16 MS. MC CLESKEY: Objection. It's outside the  
scope of the rebuttal testimony and the purpose for which  
17 Mr. Thompson was offered as a witness.

17

18

19 The limited inquiry of how he got to know about  
the LILCO plan I think is permissible, but if you want to  
20 start talking about what happened at the drill it's outside  
the scope.  
21

21

22

23 MR. ZAHNLEUTER: Judge Laurensen, I'm attempting  
to probe the witness' credibility and background, especially  
24 in the time frame leading up to the discussions that he  
testified about during his testimony.  
25

25

#12-9-SueT<sub>1</sub>

MS. MC CLESKEY: His involvement in drills has nothing to do with his credibility.

JUDGE LAURENSEN: I think we will overrule the objection at this time. But that is provided you do tie it up to the stated reasons you have given.

You may answer the question, Mr. Thompson.

WITNESS THOMPSON: I had been sent on several drills throughout the State and Connecticut, and this was just another one that I was attending to see how they operate.

BY MR. ZAHNLEUTER: (Continuing)

Q Did those drills pertain in any way to relocation center activities?

A Which drills?

Q Just the drills that pertain to Shoreham.

A I'm sorry. I don't quite understand.

Q Did you attend drills for the LILCO plan pertaining to Shoreham?

A Yes, correct.

Q And that was around December of '83, November of '83?

A Somewhere around there, yeah.

Q Did those drills pertain in any way to relocation center activities?

A Yes.

&amp;12-10-SueT 1

2 Q Did you participate in those drills or did you  
observe?

3 A I participated and observed, both.

4 Q At that time, were you aware that SUNY-Farmingdale  
5 might be involved in the LILCO plan as a relocation center?

6 A Yes. I saw it on their chart.

7 Q Were the drills specific to SUNY-Farmingdale?

8 A No. That was a back-up center.

9 Q Let's move forward a little bit in the time  
10 frame, then. When was your first initial contact with  
11 anyone from SUNY-Farmingdale concerning the sheltering  
12 agreement or permit?

13 A I guess some time in early January, a telephone  
14 call to this university trying to find out who I could  
15 contact there to talk to. And I believe I spoke to a  
16 Mrs. Doyle or Ms. Doyle.

17 Q And it was Mrs. Doyle in early January of '84?

18 A Yeah.

19 Q Did you specifically call for the purpose of  
20 contacting Mrs. Doyle?

21 A No. I didn't know Mrs. Doyle.

22 Q Who were you attempting to reach?

23 A I -- like any contact, I was calling, reaching  
24 out, to the university to find out who I would talk to  
25 about obtaining an agreement. Then, the operator put me



#12-11-SueT

into Mrs. Doyle.

2 Q Okay. And did Mrs. Doyle identify what position  
3 she occupied?

4 A I believe she did, yeah.

5 Q What was that position?

6 A I don't remember. She was an executive or  
7 secretary to somebody. You know, I really don't remember.

8 Q And what information did she relay to you?

9 A She put me in contact with Mr. Coyne.

10 Q Was that your next -- was a conversation with  
11 Mr. Coyne your next activity?

12 A I believe so, or a letter I sent.

13 Q Do you recall which?

14 A No. Offhand, I don't. It may have been a  
15 phone call or a letter, or a letter and a phone call.

16 Q And whatever the form of that communication,  
17 do you recall what the substance was?

18 A Yeah. I had said to him that I would like to  
19 set up negotiations between the Red Cross and SUNY-Farmingdale  
20 to try to require an agreement for shelters.

21 Q Do you know what position Mr. Coyne occupies?

22 A Yeah, he's a Vice President of the school. His  
23 title, you know, Vice President. There are a lot of  
24 Vice Presidents there. I met quite a few of them.

25 Q Was that the state of your knowledge at that

#12-12-SueT

time?

2 A State of my knowledge?

3 Q Did you know that he was the Vice President  
4 in January?

5 A Yeah. Yeah.

6 Q And do you recall if there was any response  
7 from Mr. Coyne?

8 A Yes. He was very helpful, very enthusiastic.  
9 He helped me set up the appointments for the meeting with  
10 this Dellaquila. Dellaquila, something like that.

11 Q Was the substance of your first conversation  
12 or letter with Mr. Coyne merely the fact that you wished  
13 to discuss a shelter for the Red Cross?

14 A Yeah.

15 Q Did it cover anything else?

16 A No.

17 Q Did you state any specific purpose in your  
18 approach?

19 A In the letter?

20 Q Well, is it still your testimony that you  
21 can't recall if it's a letter or a telephone conversation?

22 A See, I had made a couple of phone calls. I  
23 believe it was a letter I sent to Mr. Coyne.

24 Q Do you know if that letter mentioned LILCO or  
25 Shoreham?

#12-13-SueT

A Oh, no. Absolutely not.

2 Q Did any of those telephone conversations incorporate  
3 the idea of LILCO or Shoreham?

4 A No, negative.

5 Q So, then Mr. Coyne set up a meeting between  
6 Mr. Dellaquila, yourself and Mr. Coyne; is that true?

7 A That's true, yeah.

8 Q Did anyone else participate in that meeting?

9 A No, not in the initial meetings.

10 Q Can you recall approximately when those meetings  
11 occurred?

12 A January.

13 Q And there were three of them; is that correct?

14 A We met about three different times, yeah.

15 Q Can you recall the substance of the first  
16 meeting?

17 A We had a preliminary talk about the Red Cross  
18 and the Red Cross role, and what I was looking for from the  
19 school. And subsequent -- part of it was, I had mentioned  
20 to him, both Mr. Dellaquila and Mr. Coyne, that were they  
21 aware that they were part of the LERO -- I don't know if it  
22 was LERO at the time -- but part of the evacuation plan.

23 They both said -- you know, kind of taken aback,  
24 that they weren't; they didn't know anything about it.

25 Q When you say both, do you mean Mr. Coyne and Mr.

#12-14-SueT

Dellaquila?

2 A Right.

3 Q At that time, did you know what Mr. Dellaquila's  
4 position was?

5 A Yes. He was the Vice President, I believe,  
6 Administraticn.

7 We had one meeting set up and it was cancelled  
8 because of a -- all of us had problems. It was a rain  
9 storm or snow storm, and we couldn't make it so we set it  
10 for another date.

11 Q Can you characterize Mr. Coyne and Mr. Dellaquila's  
12 reaction to your statement about LILCO as surprise?

13 A Sure. They knew nothing about it.

14 Q In the second meeting, can you identify what  
15 the substance of the conversation was?

16 A Some of the -- I guess some of the areas that  
17 they -- they told us how they wanted to handle the agreement,  
18 which we had no problem with. And some of the things that  
19 we would have to get back to them, as to insurance and  
20 things like that, you know, an insurance policy that they  
21 insisted upon -- not insisted upon. We normally have it  
22 but they wanted it in writing, you know, for their own --  
23 they needed it the way they operate.

24 Q Were the only attendees at that meeting yourself,  
25 Mr. Dellaquila and Mr. Coyne?

#12-15-SueT

2           A        If this was the meeting, final meeting, no.  
3           This was with their staff. There were three, four members  
4           of their staff there besides Mr. Coyne and Mr. Dellaquila.  
5           There was head of Security. There was the -- I think the  
6           plant manager, and there was somebody there from -- a  
7           gentleman from Food Services.

8           Q        You are discussing the second meeting now,  
9           correct?

10          A        That's the third meeting.

11          Q        That's the third meeting?

12          A        Yeah. The second meeting was just the meeting  
13          with the two of them, I believe to the best of my ability.  
14          You know, I didn't write it down because it was all nicely  
15          handled and everything. The meetings were, you know,  
16          congenial.

17          Q        And at the second meeting, did you discuss the  
18          reasons why the Red Cross would require a shelter?

19          A        Yeah. I guess we did. You know, I gave them  
20          some documents, especially the one from the State of New  
21          York, which I'm sure you are familiar with, the one about,  
22          you know, our cooperation with the State and the areas,  
23          the areas that we cooperate with. And I pointed out the  
24          different, you know, type of disasters. And, you know,  
25          whatever other things that we discussed.

end #12 25  
Joe flws

13-1-Wal

1 Q What type of disaster did you point out?

2 A Well, it is in the pamphlet. We talked about --  
3 one of the main ones -- I wasn't there just for, you know,  
4 Shoreham. We had a snow storm previous -- in the early  
5 part, which I opened a shelter in Westbury, and one of the  
6 reasons we wanted to get Farmingdale into our -- sewed up  
7 into our system was, if another snow storm had developed, we  
8 could use that facility for stranded motorists.

9 So, that was another prime reason I was there,  
10 and then you know we talked about Farmingdale was having  
11 different problems in different areas.

12 Fire, there may be a hurricane, and we discussed  
13 different areas of different -- you know, how the people would  
14 come in, and then they discussed with me the availability of  
15 the place, you know. They said there were times when it  
16 wouldn't be available. There were times when it would be  
17 available. There were certain buildings that were available,  
18 there were certain that weren't.

19 It was a general, broad discussion.

20 Q Is it fair to say you discussed a wide range of  
21 activities?

22 A Oh, sure.

23 Q Did you specifically discuss a radiological  
24 accident at Shoreham in connection with the LILCO Plan?

25 A I don't think so.

1 Q When you mentioned SUNY Westbury, did you also  
2 indicate that SUNY Westbury had an agreement?

3 A No. They have an agreement with the Red Cross.

4 Q Yes.

5 A But not -- before that, you said about Shoreham.

6 Q Did you mention that SUNY Westbury had an agree-  
7 ment with the Red Cross?

8 A Oh, sure.

9 Q Did you indicate that that agreement dealt with  
10 natural disasters?

11 A No, natural disasters is not in my -- that word  
12 I don't use.

13 Q Was the only reference to SUNY Westbury with  
14 regard to snow storms?

15 A Sure. You know, you are selling something, you  
16 have to bring in the other part of the thing, you know. We  
17 sold other people, and we are going to get you signed up  
18 in my shelter program.

19 Q Now, you referred -- did you think your purpose  
20 in that second meeting was to sell the idea to Farmingdale?

21 A You know, to tell you the truth, I don't think  
22 I had to. They were very ahead of me on that. They were  
23 very community-minded and very serious about it. Those  
24 people helped me in securing that agreement.

25 Q Did you think they had any reason to perceive of

1 the Red Cross as some entity to be suspicious of?

2 A No, no way.

3 Q You mentioned the State of New York document  
4 before.

5 A Yeah.

6 Q Does that document mention Shoreham or LILCO  
7 in any way?

8 A No, like it comes in several pages, the last  
9 page mentions nuclear accidents and spills, and stuff like  
10 that, you know. The same way the State operates upstate  
11 New York in the plans. They are involved up there.

12 Q Did you point out that that particular portion  
13 pertaining to nuclear accidents?

14 A Yeah they must have -- they read the whole thing.  
15 I went across them. You know, we read them.

16 Q Did you specifically emphasize the section of  
17 that document that deals with nuclear accidents?

18 A No, I doubt it seriously.

19 Q It is important that you not answer until I finish  
20 my question.

21 A Sorry.

22 Q Because the transcript can only get one of us  
23 at a time. You mentioned before a pamphlet that you discussed  
24 at the meeting. Could you describe what kind of pamphlet that  
25 is?



1 A If you can refresh my memory of the pamphlet.

2 Q Well, at the second meeting, was there a  
3 pamphlet of any kind that was discussed?

4 A I don't recall seeing anything -- I may be  
5 wrong, but -- pamphlet.

6 Q Let's move to the third meeting. Could you tell  
7 me who attended that meeting?

8 A Mr. Coyne, Mr. Dellaquila, and the Staff of the  
9 college that would be affected; security, food and service,  
10 power plant -- I believe that is the people that were there.  
11 There may be a fourth person there, I don't recall.

12 Somebody was with me, also. A Red Cross  
13 volunteer.

14 Q Could you describe the substance of that third  
15 meeting?

16 A Yeah. It was just prior to the agreement being  
17 signed and sent to us, and they had said that they agreed to  
18 it, but that they wanted to -- like I said, them being  
19 forward, they wanted to tell us what was available to us,  
20 what they expected of us, if we were to use the shelter for  
21 whatever the reason may be, that they had the option to ask  
22 us to close it down as soon as possible, because you know,  
23 the students -- in other words, we went in on a Sunday, they  
24 would like us to close our operation down so they can go back  
25 into operation on Monday.

1           You know, we had no problem with that. It  
2 -- if it would be a headache, we would transfer them some  
3 place else, but that was part of it.

4           The gentleman from the food service discussed  
5 the amount of food he would have available in the cafeterias.  
6 The cafeterias that would be available to us, and how much  
7 food supply they had on hand, and it was stated they couldn't  
8 go beyond one or two days in feeding, because they just keep  
9 a limited supply of food there.

10           In the security end, the gentleman was very good.  
11 He was going to write the standard operating procedure up  
12 for the school, how we would make a contact to the school,  
13 and it was an understanding between us that I would be the  
14 contact person.

15           That if something developed, I would call the  
16 school. They didn't want any -- just people calling, and  
17 they want to use the school, you know. It would be me  
18 as Director of Disaster Services.

19           We laid a lot of ground rules out.

20           Q     Did you specifically mention LILCO or Shoreham  
21 in the third meeting?

22           A     You know, the very first meeting we did. We  
23 talked about it in general. I had said to them about the  
24 problems they were having out there in Shoreham. It was  
25 not like that was part of the negotiations to get the contract.

1 I had mentioned that they were having their difficulties,  
2 and only one school I did mention to them was SUNY in Stoney  
3 Brook, you know? General conversation with Mr. Coyne and the  
4 other one, you know? And we were -- just in general discussion  
5 we just said that is another school district, and this is  
6 ours, you know.

7 So, they would negotiate their own. Whatever  
8 they did out there was their business.

9 Q I think this morning in response to a question  
10 from Ms. McCleskey, you talked about SUNY Stoney Brook, and  
11 you also mentioned BOCES. Do you recall that?

12 A Could you refresh me on what I said about BOCES?

13 Q I recall you saying something about BOCES akin to  
14 what you said about SUNY Stoney Brook?

15 A Yeah, you know -- yeah, I probably did. This  
16 -- only from being an investigator in the fire department, I  
17 wasn't sure if they had any of them schools sewed up out  
18 there, you know, with the situation -- the political situation  
19 out there, you know?

20 And being at the drill, I looked at these things.  
21 I was kind of concerned that the schools were there, with  
22 -- but with everybody pulling out left and right, that it  
23 was a prime concern to me being in the Red Cross in Nassau  
24 County.

25 But you know, even then, I could see the handwriting

1 on the wall.

2 Q Did you think at that time that BOCES was pulling  
3 out?

4 A No. I didn't know if they were in or out, to  
5 tell you the truth, but I just -- I assumed Suffolk Community  
6 College was out, you know, because let's face it, they own it.

7 Q Do you recall approximately what date the third  
8 meeting occurred on?

9 A Everything took place in January-February, and  
10 then the agreement was signed in March and sent to us.

11 Q Up until the third meeting, was there ever any  
12 discussions of the Suffolk County Police Department, and  
13 their potential role in an emergency at Shoreham?

14 A You mean myself in talking with the SUNY people  
15 about the Suffolk County Police?

16 Q Yes.

17 A No. We did talk about them, but I don't know  
18 what the hell it was that we were talking about, though.  
19 We had a lot of nice conversations. Suffolk County police  
20 came into some place. I know I got a ticket leaving there  
21 from the Suffolk County Police.

22 Q You got a ticket from the Suffolk County Police,  
23 not the Nassau County Police, is that correct?

24 A Well, I could have went a little further and got  
25 it both ways, you know.

1 It depends on which gate you come out, you know.

2 Q After the third meeting, am I correct in under-  
3 standing that there were no meetings -- there were no further  
4 meetings?

5 A I had one -- a fourth meeting with -- I think his  
6 name is Walter Schwab. I am dead on names, but he is the head  
7 of security. We went out there to see if he had finished the  
8 standing operating procedure, you know, how to get entry in,  
9 you know, proper entry into the place, and he hadn't finished  
10 at the time. He was having some problems with his boy in  
11 high school, they were closing the high school, Catholic  
12 high school down. He was a little busy, and he explained it  
13 to us, and so I never got back to him because we got busy  
14 in the Red Cross with the Jersey floods and opening our  
15 own shelters in Nassau County for the storms.

16 So, that was it.

17 Q Do you recall if at any time any one of the SUNY  
18 staff people with whom you met requested information about  
19 LILCO or Shoreham?

20 A No.

21 Q No such request was ever made?

22 (Note: No response.)

23 JUDGE LAURENSEN: I don't think he answered that  
24 on the record. Mr. Thompson, can you answer that yes or no?

25 WITNESS THOMPSON: No.

1 BY MR. ZAHNLEUTER: (Continuing)

2 Q Besides the one letter I think we have discussed,  
3 have you sent any other letters to any of the Staff people  
4 at SUNY Farmingdale?

5 A No.

6 Q Have you ever met with, or talked with, Dr.  
7 Cipriani?

8 A No.

9 Q Did you advise Mr. Rasbury of your meetings with  
10 the SUNY staff people?

11 A Yes, absolutely.

12 Q Did you ever tell Mr. Rasbury that you had met  
13 with Dr. Cipriani?

14 A Yes. As a matter of fact, I did. I got Dr.  
15 Cipriani mixed up with Dr. Dellaquila. The names were so  
16 close -- you know. And only this morning when I seen the  
17 other man here, I said oh, my God, that is not the guy I  
18 met with, you know, and I realized I made a mistake.

19 Q Is it clear in your mind now that Dr. Cipriani  
20 is the President of SUNY Farmingdale?

21 A Oh, yeah. He was the President when I was in  
22 school there, too. But I never met him then either.

23 Q Okay. So today was the first time you have  
24 seen Dr. Cipriani, and your answer is, 'sure?'

25 A Yes.

1 Q Did you ever see any drafts of the revocable  
2 permit?

3 A No, I just saw the final draft. The final  
4 document.

5 Q Do you know if the Red Cross was provided with  
6 any drafts?

7 A No.

8 Q Did you see the final document before it was  
9 signed?

10 A Yes.

11 Q And are you familiar with that document now?

12 A Sure.

13 Q Do you recall the type of disaster that that  
14 document specifies?

15 A No. I don't think it did. You know, it was  
16 just a document. There was a contract, very legal, very  
17 wordy, that we could use the facility for a disaster. It  
18 is a very legal, technical -- but those are good.

19 Q But it in no way mentioned Shoreham or LILCO,  
20 is that true?

21 A No, no. No.

22 Q Did you feel that it was necessary to include  
23 such a statement in the agreement?

24 A No.

25 Q Why not?

1           A        I wasn't involved in the LILCO planning. I had  
2 nothing to do with LILCO.

3           Q        Do you think that the representatives of  
4 SUNY Farmingdale had any reason to believe that you were  
5 involved with LILCO or Shoreham?

6           A        No.

7           Q        Did you in your conversations with the SUNY  
8 Farmingdale people ever attempt to verify the fact that the  
9 agreement had been made known to Dr. Cipriani or met with  
10 his approval?

11          A        He signed it.

12          Q        Before the final act of signing, had you made  
13 any effort?

14          A        Could you give me that again?

15          Q        Other than the act of signing the revocable  
16 permit, did you at any time attempt to inquire whether the  
17 concept of a shelter met with the approval of Dr. Cipriani?

18          A        No, I don't believe so.

19          Q        Did you understand that such approval might  
20 be necessary?

21          A        Yeah.

22                   MR. ZAHNLEUTER: I have no other questions.

23                   JUDGE LAURENSEN: Mr. Miller?

24                   CROSS EXAMINATION

25                   BY MR. MILLER:



1           Q     Mr. Thompson, I think I have just a few questions.  
2 Frankly, I want to start off by telling you I am rather  
3 confused. I think I am hearing a completely different  
4 story from you now than I heard this morning, and I want to  
5 clarify the record, and I think that that is important.

6                     Let me ask you, very specifically Mr. Thompson,  
7 did you ever specifically tell any Farmingdale personnel at  
8 any of these meetings that you have mentioned whether Farming-  
9 dale could be used by the Nassau County Chapter of the Red  
10 Cross as a relocation center in the event of an emergency  
11 at the Shoreham plant?

12           A     Yes, we did.

13           Q     Now, could you tell me, to the best of your  
14 recollection at which meetings you made that statement to  
15 Farmingdale representatives?

16           A     The very last meeting.

17           Q     At the fourth meeting, with the security  
18 personnel?

19           A     No, the third one. The fourth meeting was just  
20 an informal meeting, really nothing transpired. The third  
21 meeting, when I met with the staff people, on the tour, on  
22 the tour of the facility.

23           Q     Okay. Now, did you ever specifically tell any  
24 Farmingdale representatives that the purpose of the written  
25 agreement you were seeking regarding the use of Farmingdale

1 would include the use of the Farmingdale facility in the  
2 event of an emergency at Shoreham?

3 A I probably didn't put it that way. I probably  
4 said that that would be included in all the disasters that  
5 could occur.

6 I never zeroed in on Shoreham.

7 Q You never zeroed in on Shoreham?

8 A No, it was part of a broad --

9 Q You just told me that at the third meeting you  
10 did zero in on Shoreham?

11 A When you get down to the final -- I will answer  
12 --

13 Q Okay. Now, Mr. Thompson, this morning you said  
14 very clearly that from the first moment, from the first meeting  
15 right up -- you were right up front, you told people at  
16 Farmingdale that their facility could be used in the event of  
17 an emergency at Shoreham. Isn't that what you said this  
18 morning?

19 A I said to them, right up front -- and I don't  
20 believe I said that -- I said right up front, Mr. Coyne, are  
21 you aware that your school is in the evacuation plan of  
22 LILCO. That is what I said right up front.

23 Q And nothing else?

24 A You could read it back, if you like.

25 Q You said nothing else? Now, I want to know your

1 testimony as of now.

2 A That question -- exactly right.

3 Q And did you make any connection, Mr. Thompson,  
4 between your statement to these Farmingdale representatives  
5 that Farmingdale was mentioned in the LILCO Plan, and the  
6 purpose of your visit to the facility to talk with these  
7 gentlemen about a written agreement regarding the use of the  
8 facility?

9 End 13.  
10 Mary fols.

11

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Sim 14-1 1

A Not completely for Shoreham, no.

2

Q Did you make any connection between your statement regarding Farmingdale in the LILCO plan and the purpose of your visit to Farmingdale?

3

4

5

A No. I didn't say that this morning either. I made a fact. I told them a fact. It is like saying the sun shines today. I don't know about that.

6

7

8

Q Okay, let's go to the third meeting since now you are saying it was at the third meeting that you first mentioned Shoreham specifically, right?

9

10

11

A See, we gave them a paper which described ---

12

13

Q Well, you see my question, Mr. Thompson, is was it at the third meeting that you first specifically mentioned Shoreham with respect to your pursuing an agreement with Farmingdale?

14

15

16

MR. HASSELL: Excuse me. Judge Laurenson, I believe the witness should at least be permitted to complete his response. I don't believe Mr. Miller is entitled to interrupt him in his response.

17

18

19

20

MR. MILLER: The witness wasn't responding to my question, Judge Laurenson.

21

22

23

JUDGE LAURENSON: I didn't hear the witness in the middle of an answer. So I was not aware of that, Mr. Hassell. We will try to follow that rule from now on.

24

25

Sim 14-2 1

BY MR. MILLER:

2 Q I am not sure where we are, Mr. Thompson. I  
3 think we are at the third meeting and your statement to  
4 me just now that it was at the third meeting where for the  
5 first time you specifically told Farmingdale representatives  
6 that their facility may be used as a relocation center  
7 in the event of an emergency at Shoreham; is that correct?

8 A I can't say yes and I can't say no the way you  
9 asked the question, you know.

10 Q Well, I thought you just told me that it was at the  
11 third meeting that you first made that kind of statement.

12 A No. I said we had a dialogue and the dialogue  
13 came up from, you know, about the paper we presented on  
14 the first day, and some of the people there asked about  
15 the possibility that Shoreham -- and I told them that they  
16 were part of our backup plan, the backup plan for the  
17 Suffolk community. That was just a general discussion that  
18 we had about it. But I didn't zero in on Shoreham at any  
19 time.

20 We had discussions later on though if we should  
21 have to put people in there. We spoke with the plant  
22 manager, like I said before, who had a great knowledge  
23 about, you know, nuclear things, and that is where we  
24 discussed it.

25 Q Mr. Thompson, I was hoping to make the record

Sim 14-3

1 clear and I am not sure I am succeeding. Let me try again.  
2 Let me just try to ask you the question again.

3 When was the first time that you specifically  
4 told Farmingdale representatives that Farmingdale could be  
5 used as a relocation center in the event of an emergency  
6 at the Shoreham plant?

7 A I never told them that it could be used.

8 Q You never told them that. Okay.

9 Did you ever tell anyone at Farmingdale that  
10 the purpose of the written agreement you were pursuing  
11 regarding the use of the Farmingdale facility included  
12 the use of Farmingdale as a relocation center during an  
13 emergency at Shoreham?

14 A I believe somewhere in the meetings I have  
15 mentioned that.

16 Q Somewhere in the meetings. Can you tell me  
17 which meeting?

18 A I believe the third meeting.

19 Q Okay. No time before the third meeting?

20 A I don't recall.

21 Q And the third meeting was the meeting with  
22 Mr. Coyne and Mr. Dellaquila and some various staff members?

23 A Correct.

24 Q Now that third meeting, Mr. Thompson, began as  
25 a meeting with all those gentlemen and then you split off

Sim 14-4

1 with a few of the staff members to make a tour of the  
2 facility?

3 A Correct.

4 Q Now to whom did you make this statement regarding  
5 the purpose of the agreement, including Farmingdale being  
6 used during an emergency at Shoreham, to the entire group,  
7 or was this after you split off and began the tour with  
8 a few members of the group?

9 A When we toured with the staff members of the  
10 group, when we split off.

11 Q And at that point Mr. Dellaquila and Mr. Coyne  
12 were not with you, correct?

13 A No, they weren't.

14 Q They were not with you. Tell me, Mr. Thompson,  
15 at the time that you made this statement then at this third  
16 meeting, did you think you were talking to anyone at  
17 Farmingdale in a position to make policy for Farmingdale?

18 A Yes. Yes, I did.

19 Q And whom did you think had that authority?

20 A I thought, you know, they were all working  
21 together. The head of security is a vice president of that  
22 school and the plant manager, I don't know what his title  
23 is, but I would suspect he has a nice, you know, nice  
24 high title.

25 Q Do you think, Mr. Thompson, that Mr. Dellaquila

Sim 14-5

1 is a higher ranking member of the Farmingdale administration  
2 than either the head of security or the plant manager?

3 A Oh, yes.

4 Q Than both of them, correct?

5 A Oh, yes.

6 Q Now do you think that Mr. Coyne is a higher  
7 ranking member of the administration of Farmingdale than  
8 both the head of security and the plant manager?

9 A Without a doubt.

10 Q And you didn't mention the fact that Farmingdale  
11 could be used during an emergency at Shoreham to either  
12 Mr. Dellaquila or Mr. Coyne?

13 A No.

14 Q Mr. Thompson, you had had access to Farmingdale  
15 prior to January of 1984, you meaning the Nassau County  
16 Chapter of the Red Cross?

17 A Not that I know of.

18 Q You are not aware of the fact that Farmingdale  
19 had been used by the Red Cross as a shelter for the public  
20 prior to January of 1984?

21 A Not to my knowledge.

22 Q Mr. Thompson, I gather from your statements to  
23 me that when you were seeking the written agreement with  
24 Farmingdale that at least one of the purposes included the  
25 use of Farmingdale as a relocation center during an



Sim 14-6 1

emergency at Shoreham?

2

A That is correct.

3

Q Now can you tell me why then Shoreham is not

4

specifically mentioned in the agreement?

5

A I went over the agreement from the State of

6

New York, the statement of understanding between them and

7

the Red Cross, and it doesn't spell out, it is a national

8

agreement, it doesn't spell out Shoreham. It spells out

9

a nuclear plant, you know, a nuclear spill. It don't say

10

Shoreham in it.

11

Q Yes, sir. I am talking about the agreement that

12

your Chapter of the Red Cross entered into with Farmingdale.

13

Can you tell me why that agreement nowhere mentions Shoreham?

14

A Because I was not in that part of the Shoreham,

15

you know, plant. I am in Nassau County. That was the

16

Suffolk County Red Cross and LILCO.

17

Q Let me back up, Mr. Thompson. You just told

18

me that one of the purposes of the agreement you sought

19

with Farmingdale was the use of Farmingdale as a facility,

20

as a relocation center during an emergency at Shoreham,

21

correct?

22

A Right.

23

Q Now is that purpose not specified in the agree-

24

ment that was obtained between your Chapter of the Red

25

Cross and Farmingdale?

Sim 14-7 1

A We asked for a broad-based document.

2

Q I guess you are telling me, Mr. Thompson, you saw no need to specify that purpose in the agreement? Is that what you are saying?

3

4

5

A No. I am not saying that. I gave them the agreement between the State of New York and the Red Cross and in it it spells it out, every type of disaster.

6

7

8

Q I am talking about the agreement between your Chapter of the Red Cross and Farmingdale.

9

10

A That is part of the agreement as far as I am concerned.

11

12

Q Is it fair to say, Mr. Thompson, that you sought this agreement with Farmingdale for the benefit of LILCO?

13

14

A No.

15

MR. MILLER: That is not fair to say.

16

I have no further questions.

17

JUDGE LAURENSEN: Any questions by the NRC staff?

18

19

MR. BORDENICK: We have no questions.

20

JUDGE LAURENSEN: Any redirect examination?

21

MS. McCLESKEY: Yes, sir.

22

## REDIRECT EXAMINATION

23

BY MS. McCLESKEY:

INDEXXXXXX 24

25

Q Mr. Thompson, I am a little confused. When you said that there were discussions with representatives

Sim 14-8

1 regarding the situation at SUNY Stoney Brook, did that  
2 include discussions with Mr. Dellaquila, whose name I  
3 hope I am not butchering, and Mr. Coyne?

4 A Yes.

5 Q And when you said that there was a mention up  
6 front, as you put it, that SUNY Farmingdale you had found  
7 was in the LILCO plan, was that in discussions with  
8 Mr. Dellaquila and Mr. Coyne?

9 A That is correct.

10 Q When you gave the New York State American Red  
11 Cross agreement to representatives, were those Mr. Dellaquila  
12 and Mr. Coyne?

13 A Correct, right.

14 Q You said that the agreement wasn't for the benefit  
15 of LILCO. Whose benefit was the agreement for?

16 A For the Red Cross, for the sheltering program  
17 of the Red Cross.

18 Q When Mr. Miller asked you if you told the  
19 representatives that SUNY Farmingdale could be used for  
20 an emergency at Shoreham, you said no, I didn't say that.  
21 Did you discuss that there was a possibility that it might  
22 be used?

23 A Yes.

24 Q So your taking umbrage with Mr. Miller was that  
25 you didn't make a positive statement that yes, it could be

Sim 14-9

1 used, but you are sure you discussed that it might be  
2 used?

3 MR. MILLER: Objection, Judge Laurenson. That  
4 is a leading question if there ever was one.

5 JUDGE LAURENSEN: Sustained as to the form. It  
6 is redirect examination.

7 BY MS. McCLESKEY:

8 Q Mr. Thompson, did you tell Mr. Dellaquila and  
9 Mr. Coyne that in the course of your discussions before  
10 you entered into the agreement with SUNY Farmingdale, did  
11 you tell them that among the range of emergencies that the  
12 agreement would cover might be an emergency at Shoreham?

13 MR. MILLER: Objection, Judge Laurenson. It is  
14 a leading question.

15 MS. McCLESKEY: Judge Laurenson, I think under  
16 Rule 611 of the Federal Rules of Evidence at some points  
17 I am entitled to ask a leading question if it clears up  
18 the record, and I think we are at that point now.

19 MR. MILLER: Judge Laurenson, the standard of  
20 this Board has been on sensitive issues that leading  
21 questions will not be permitted. This is a sensitive  
22 issue I think and it is clear for everyone to see.

23 MS. McCLESKEY: And that is perfectly in keeping  
24 with Rule 611, but Rule 611 also says that at some point  
25 if there is a lot of confusion on the record, to clear the

Sim 14-10

1 record and to have economy in the hearings that a leading  
2 question is appropriate.

3 MR. MILLER: I acknowledge that there is a lot  
4 of confusion on the record, but Ms. McCleskey is not entitled  
5 to ask leading questions to clear it up.

6 JUDGE LAURENSEN: Well, I think we are at the  
7 point where we should have Mr. Thompson tell us in his  
8 own words without anybody leading him just exactly what the  
9 conversation was. I don't see what the problem is with  
10 asking him that question.

11 The objection is sustained.

12 BY MS. McCLESKEY:

13 Q Mr. Thompson, could you please just describe  
14 slowly and completely one more time what you told  
15 Mr. Dellaquila and not the other staff representative, but  
16 Mr. Dellaquila, but Mr. Dellaquila and Mr. Coyne about  
17 Shoreham in relation to the agreement that you negotiated  
18 with them for shelters?

19 MR. MILLER: A point of clarification, Judge  
20 Laurenson. Which meeting are we talking about?

21 MS. McCLESKEY: I am talking about all of the  
22 meetings. I want the total picture together.

23 THE WITNESS: When I first met with them, I told  
24 them, like I said before, I was looking for an agreement.  
25 We went over the statement of understanding between

Sim 14-11

1 the Red Cross and the State of New York and we discussed  
2 all the areas and all the possibilities that we could  
3 possibly use the school for.

4 Part of that was -- there is only one Shoreham,  
5 you know. Maybe we never mentioned Shoreham directly or  
6 maybe we did, but we talked about possibly using the school  
7 as a backup for a nuclear spill in Shoreham. Maybe I didn't  
8 use the word "Shoreham" and maybe I did.

9 We discussed that and that was the initial  
10 meetings, and the last meetings we had when I met with the  
11 staff on a lower level, we discussed implementing it. I  
12 don't know how to describe it any better.

13 BY MS. McCLESKEY:

14 Q Did anyone you talked to, Mr. Dellaquila or  
15 Mr. Coyne or any of the other staff members that you talked  
16 to indicate to you one way or another how they would feel  
17 about their facility being used for an emergency at  
18 Shoreham?

19 A They were very good. You keep saying Shoreham.  
20 The overall picture that we gave to them was the six or  
21 seven types of disasters that could occur, and they had  
22 problem with any of them.

23 Q And the six or seven types of disasters that  
24 could occur, did they include radiological emergencies?

25 A Yes. That was part of that brochure I gave to

Sim 14-12

1 them from the State.

2 Q Okay. Now Mr. Zahnleuter tried to ask you about  
3 the brochure and you couldn't quite recall what you were  
4 talking about. What is the brochure that you gave to them?

5 A It is not a brochure. I use some words sometimes.  
6 It is that statement of understanding again between the  
7 State of New York and the Red Cross.

8 Q Now also during your discussions, and I think  
9 it was with Mr. Miller, you were asked whether any requests  
10 were made for information about the LILCO plan and you said  
11 no.

12 This morning during your direct testimony you  
13 said that on the lower level staff tour that you took of  
14 the building that you discussed with them at their request  
15 how LILCO and how the American Red Cross were going to  
16 handle shelters for a radiological emergency.

17 Do you consider that discussion to be a request  
18 for information about the LILCO plan?

19 A That was definitely, yes.

20 Q That was a request for information about the  
21 LILCO plan?

22 A Yes.

23 Q So when you just answered Mr. Miller and said  
24 no, no one answered, were you just mistaken?

25 A I believe he was talking, you know, from the

Sim 14-13 1

2 way he questioned me, about the meetings that we had in the  
3 office and not when we took the tour with the staff to  
work out the details.

4 MS. McCLESKEY: I have no further questions.

5 JUDGE LAURENSEN: Any other questions for  
6 Mr. Thompson?

7 (No response.)

8 JUDGE LAURENSEN: All right. That completes your  
9 testimony and we thank you for coming in here.

10 (Witness excused.)

11 JUDGE LAURENSEN: Is there any other evidence  
12 on the question of relocation centers?

13 MR. ZAHNLEUTER: Yes, Judge Laurenson. I think  
14 the counsel for the State University of New York would  
15 like to make a motion.

16 MR. CAHN: If Your Honor please ---

17 JUDGE LAURENSEN: You can be seated. We are  
18 informal here.

19 MR. CAHN: That is a long habit.

20 On behalf of the State University of New York,  
21 I respectfully request permission to call to the witness  
22 stand as a surrebuttal witness John Coyne, Assistant Vice  
23 President and Contracts Officer of the State University at  
24 Farmingdale.

25 Mr. Coyne would testify that Mr. Edward Thompson,



Sim 14-14

1 the preceding witness, contacted the campus by telephone  
2 in December 1983 and sought to negotiate an agreement  
3 to use the campus at Farmingdale in the case of a local  
4 area problem such as a flood, fire or hurricane, and that  
5 during the subsequent meetings with Mr. Coyne and others  
6 Mr. Thompson never stated that Farmingdale would be likely  
7 to be used or could be used by virtue of the agreement  
8 which the Red Cross was seeking as a relocation center in  
9 the case of a Shoreham disaster or accident.

10 And through Mr. Coyne we would propose to offer  
11 into evidence at this hearing several internal memoranda  
12 and testimony from Mr. Coyne indicating that neither the  
13 letter sent to the campus by Mr. Thompson nor any internal  
14 memoranda generated as a result of Mr. Thompson's contacts  
15 reflect any mention of Shoreham or of the problem before  
16 the Board and tend to corroborate not only President  
17 Cipriani's testimony but the testimony that Mr. Coyne himself  
18 would proffer to the Board this afternoon.

19 JUDGE LAURENSEN: Is there any objection to that?

20 MS. McCLESKEY: LILCO has no objection.

21 JUDGE LAURENSEN: You may call your witness.

22 While you are still standing Mr. Coyne, if  
23 you will raise your right hand and be sworn.

24

25

Sim 14-151

Whereupon,

2

JOHN COYNE

XXXXXXX

3

was called as a rebuttal witness on behalf of the State University of New York and, having been first duly sworn by Judge Laurenson, was examined and testified as follows?

4

5

6

MS. McCLESKEY: Judge Laurenson, I just have one request, and that is that counsel not sit with the witness.

7

8

9

MR. CAHN: It doesn't matter to me where I sit. Whatever the custom is.

10

11

JUDGE LAURENSON: Maybe if you will resume your former chair next to Mr. Zahnleuter that will cure this problem.

12

13

INDEX XXXX

14

## DIRECT REBUTTAL EXAMINATION

15

BY MR. CAHN:

16

Q Mr. Coyne, would you please state your position with the State University at Farmingdale?

17

18

A I am Assistant Vice President for Administration Services for the college.

19

20

JUDGE LAURENSON: Can we have your full name, please?

21

22

THE WITNESS: My name is John Coyne. I am Assistant Vice President for Administrative Services for the State University at Farmingdale and am also involved with the legal affairs of the college.

23

24

25

Sim 14-16 1

BY MR. CAHN:

2

Q Did you occupy that position with the campus  
3 in December 1983 and through March 1984?

4

A Yes, I did.

5

6

Q Did there come a time in December of 1983 when  
you received a message that one Edward Thompson of the  
7 American Red Cross had telephoned?

7

8

9

10

11

A Yes. One of the assistants in the office had  
left a note on my desk that Mr. Thompson was attempting to  
contact me by telephone to discuss a disaster program  
involving the American Red Cross.

end Sim 12

Sue fols 13

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#15-1-SueT 1

2 Q Can you tell the Board the date of that telephone  
message?

3 A I believe it was December 9th.

4 Q When you received that telephone message, did  
5 you give instructions to anyone on your staff with regard  
6 to responding to it?

7 A Yes, I did. I referred the message to my  
8 secretary and requested that she contact Mr. Thompson and  
9 elicit additional information with respect to his request.

10 Q And, did your secretary subsequently report  
11 back to you that she had spoken to Mr. Thompson?

12 A I believe she did, yes, in a message that she  
13 had -- a typewritten message that she had given me which  
14 summarized the substance of the conversation that she had  
15 with Mr. Thompson.

16 Q And can you summarize for the Board what the  
17 substance of the message from your secretary was at that  
18 time?

19 A I believe it indicated that Mr. Thompson was  
20 seeking to establish a disaster program through the American  
21 Red Cross at Farmingdale to cover local emergency situations  
22 such as fires, floods and I believe at the time the Grucci  
23 fireworks disaster at Bellport was also mentioned.

24 Q Had your secretary reported to you at that time  
25 that she made any request of Mr. Thompson with regard to

#15-2-Su T 1

placing his request in writing or otherwise communicating?

2 A As is standard procedure, yes. She directed  
3 that Mr. Thompson made a formal request in writing to me  
4 and request a meeting to discuss the issue further.

5 Q Did you subsequently receive a letter from  
6 Edward Thompson, Director, Disaster Services, Nassau  
7 County Chapter, American Red Cross?

8 A Yes, I believe I did. On January 3rd I believe  
9 that letter was dated.

10 Q In front of you on the witness table, Mr. Coyne,  
11 are several documents.

12 Would you kindly identify them for the panel?

13 MS. MC CLESKEY: Excuse me. I don't have  
14 copies of those.

15 MR. CAHN: Yes. I have them for you.  
16 I have copies for the Board and for counsel.

17 (Mr. Zahnleuter distributes documents to the  
18 members of the Board and all parties.)

19 WITNESS COYNE: The very last document is the  
20 telephone message that we had first received, the first  
21 contact we had with Mr. Thompson. It is dated December  
22 9th. The message on the top, Ceil, that represents Ceil  
23 Doyle who is my secretary. It is directed to her. It is  
24 signed by PW which is a clerical assistant that works in  
25 my office for handling inventory control for the College.

#15-3-SueT

1 She is the back-up for my secretary in her absence. When-  
2 ever my secretary is out of the office, she is responsible  
3 for answering the phone.

4 So, she had actually received this message on  
5 December 9th, and she is passing the information on to  
6 my secretary with this phone message. And it was then  
7 referred to me, and at that point I had directed that my  
8 secretary contact Mr. Thompson on December 14th and elicit  
9 additional information as to the nature of his request.

10 That message -- that telephone conversation with  
11 my secretary is dated December 14th. Between my secretary  
12 and Mr. Thompson, the summary of that is dated December  
13 14th. It is addressed to me. It is advising me of that  
14 conversation.

15 And as that message indicates, Mr. Thompson was  
16 requested to put his request in writing, which he did do,  
17 and that is Document Number 2 or the center document,  
18 dated January 3rd. It's a letter from Mr. Thompson to me  
19 requesting a meeting to discuss the Red Cross disaster  
20 program at the Farmingdale University.

21 BY MR. CAHN: (Continuing)

22 Q After receiving the letter dated January 3, 1984,  
23 did you send a memorandum to Vice President Dellaquila?

24 A That is correct. That is the last document in  
25 the handout that you have provided me. It's dated January 4th.

#15-4-SueT1

In this document, it's an internal document.

2 What I am doing is requesting authorization from my  
3 immediate supervisor, Mr. Frank Dellaquila, who is the  
4 Vice President for Administration at the College, whether  
5 or not he has any objection to my meeting with Mr. Thompson  
6 to explore this program further.

7 Q And there is a handwritten notation at the  
8 bottom of the January 4 memorandum, 1/24, 10 a.m.

9 What does that signify?

10 A Well, Mr. Dellaquila I believe verbally told  
11 me that it would be permissible to meet with Mr. Thompson  
12 and that he would like to be present at such a meeting in  
13 view of the nature of the request.

14 My secretary on January -- or some time from  
15 January 4th, some time later arranged for that meeting  
16 with Mr. Thompson, and it may have been one that was  
17 cancelled. But it was finally set for January 24th at  
18 10 a.m. And that's the point at which we met.

19 MR. CAHN: Judge Laurenson, I assume that the  
20 appropriate procedure under the panel's rules at this  
21 point would be to offer into evidence the documents which  
22 have been identified by the witness.

23 JUDGE LAURENSEN: Let's first give them a  
24 number. It will be New York Exhibit 13.

25 And then let me ask if there is any objection to

#15-5-SueT 1

receiving these documents in evidence?

2

MS. MC CLESKEY: LILCO has no objection.

3

MR. BORDENICK: No objection.

4

MR. MC MURRAY: No objection.

5

JUDGE LAURENSEN: New York Exhibit 13, consisting of three pages, will be received in evidence. Copies will be given to the court reporter and will be bound in the transcript following this page.

6

7

8

9

(The above-referred to document is marked New York Exhibit 13 for identification and is received in evidence.)

10

INDEXXXXX 11

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14

(New York Exhibit 13 follows.)

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New York 44.13

THE COLLEGE

TO: Mr. F. Dellaquila DATE: 1-4-64  
FROM: J. T. Coyne  
RE: USE OF FACILITIES - AMERICAN RED CROSS

I have been contacted by the Nassau County Chapter of the American Red Cross to determine if the College could be used as a shelter in the event of a major disaster in the area.

According to Mr. Edward Thompson, Director of Disaster Services, the American Red Cross would like to enter into an Agreement with us to use our campus facilities as a way of providing shelter, food and clothing to victims of a disaster. Mr. Thompson has requested a meeting with me to discuss additional details concerning the proposed program. Before I agree to such a meeting, I would like to know from you if you have any objection to Farmingdale being identified as a disaster site.

I do not foresee any legal problems with such an Agreement but I would certainly clear any Agreement with the University's Counsel Office once I have met with Mr. Thompson to determine all of the details associated with the program.

Please let me know how I should proceed with this particular request. If you like, I can arrange it so that you could be present at the meeting with Mr. Thompson.

Thank you.

JTC:ed

1/24 - 15 0 00

# American Red Cross

Nassau County Chapter  
264 Old Country Road  
Mineola, N.Y. 11501  
(516) 747-3509

*[Faint, mostly illegible typed text, likely a letter or report.]*

*[Handwritten signature]*

*[Faint, illegible text, possibly a stamp or reference code.]*



The Nassau County Red Cross is affiliated with Golden Gate Community Fund,  
Great Neck United Community Fund Inc., Free Towns United Way,  
Madisonset United Fund, Inc.



#15-6-SueT 1

BY MR. CAHN: (Continuing)

2 Q Did you attend a meeting on January 24th?

3 A Yes, I did.

4 Q Up to the time that you entered the meeting on  
5 January 24th, had anyone on your staff or otherwise  
6 indicated to you that this request from Mr. Thompson of  
7 the Red Cross had any connection whatsoever with the  
8 Shoreham plant of LILCO or with any evacuation plan or  
9 proposed evacuation plan?

10 A No, sir.

11 Q Who attended the January 24th meeting?

12 A It was Mr. Thompson, Frank Dellaquila, my  
13 immediate supervisor, and myself.

14 Q Would you tell the panel what was discussed at  
15 that meeting?

16 A Well, Mr. Thompson explained the purpose of  
17 the Red Cross request to establish a disaster site at  
18 the State University of Farmingdale. And he mentioned  
19 different situations wherein the Red Cross might have  
20 occasion to utilize our facilities.

21 Again, the Grucci fireworks disaster had been  
22 mentioned. It was some mention of a recent snow storm that  
23 had occurred and the fact that the campus at the State  
24 University at Old Westbury had been used to house disabled  
25 motorists who had been caught on the highway during that

#15-7-SueT 1

2 storm. I believe there may have been some mention of a  
3 possibility of an air crash at Republic Air Field where  
4 a number of families would be displaced and it would be  
5 necessary then for the American Red Cross to step in and  
6 provide temporary shelter for those individuals.

7 Q Did Mr. Thompson during the January 24th  
8 meeting indicate in any fashion that the Red Cross sought  
9 permission to use the campus as a relocation center or for  
10 any other purpose in the event of a nuclear accident at  
11 Shoreham?

12 A No, sir.

13 Q Did there come a time during the course of  
14 that first meeting with Mr. Thompson when he made some  
15 mention of an alleged designation of the Farmingdale campus  
16 as a relocation or evacuation center in connection with a  
17 Shoreham accident?

18 A There was a question of what I was -- what I  
19 was seeking at this point was some assurance because the  
20 request, as far as I was concerned, was precedent setting  
21 and I was a little concerned with the legality of the whole  
22 transaction. And I believe to -- again, this is my own  
23 opinion, but I thought that Mr. Thompson in order to give  
24 me assurances that I had no problem from a legal standpoint  
25 did mention Old Westbury as a site for disaster, Red Cross  
situations, situations involving the Red Cross. And he,

#15-8-SueT 1

at that time, mentioned that Farmingdale was part of LILCO's  
2 evacuation plan.

3

And at this point in the meeting, this statement,  
4 as far as I was concerned, and to my immediate supervisor,  
5 came as a complete surprise to us because up to this point  
6 neither one of us had heard anything of this nature.

7

And --

8

Q In what context -- I'm sorry, please.

9

A Again, I got the impression that Mr. Thompson  
10 was giving me assurances that I had no worries from a  
11 legal standpoint, that what we were doing, what we were  
12 about to enter into would be with all the State legal  
13 requirements.

14

Q Now, what he was asking you to enter into, if  
15 I understand your prior testimony correctly, was a revocable  
16 permit or agreement to use the campus facilities for a  
17 relocation center for disasters other than a nuclear  
18 accident --

19

A That's correct.

20

Q -- is that correct?

21

A At this point, what I was doing was just explor-  
22 ing how legally we could put this program together. And  
23 I knew that we had this -- the University had a procedure  
24 governing the use of its facilities and I was just trying  
25 to satisfy myself that this met all of the requirements of

#15-9-SueT

1 that University policy.

2 Q Would it be a fair conclusion to draw from your  
3 testimony that Mr. Thompson told you that you needn't worry  
4 about this agreement because there was already another  
5 arrangement in existence regarding Shoreham and the  
6 Farmingdale campus?

7 Is that a fair characterization of that  
8 statement?

9 A That would be definitely a fair characterization,  
10 yes.

11 Q Did you, at any point during that conference,  
12 draw the conclusion or infer from any comment of Mr.  
13 Thompson that there was any connection between the proposed  
14 agreement with Farmingdale and this alleged prior designation  
15 by LILCO of the campus as part of its evacuation or relocation  
16 plan?

17 A I saw no connection there, simply because Mr.  
18 Thompson had represented himself as an American Red Cross  
19 representative from Nassau County and not Suffolk County.  
20 He made that distinction quite clear.

21 And also in all of the correspondence or  
22 conversations we had up to this point, via the telephone  
23 or in that meeting on January 24th, the instances that  
24 were cited were strictly of a local nature. We talked  
25 about a possibility of a disaster at Republic Air Field,

#15-10-SueT 1

2 we talked about a fire as a result of something similar to  
3 the firework disaster at the Grucci factory. But no  
4 mention was made of a nuclear disaster.

5 Q In Mr. Thompson's direct testimony this morning,  
6 he testified in substance that he was "up front", in  
7 quotes, with his statements to you and Mr. Dellaquila and  
8 that he made it crystal clear that his purpose was to  
9 secure the campus' agreement to use the campus facilities  
10 in the event of a Shoreham accident.

11 Is that in accordance with your recollection or  
12 any part of your recollection?

13 A I would have to disagree with that. In as far  
14 as my recollection is concerned, there was no mention of  
15 Shoreham as the reason for our meeting on that occasion.

16 Q And the Shoreham mention that you have testified  
17 to was an incidental reassuring kind of comment?

18 A The impression that I had received from Mr.  
19 Thompson was an agreement had already existed between  
20 LILCO and -- which named Farmingdale as part of its  
21 evacuation plan. Again, that came as a complete surprise  
22 to us, because neither myself nor my supervisor knew  
23 nothing of that.

24 Q Had there been such an agreement at that time,  
25 I assume that you would have concluded that there would  
have been no need for another agreement including that?



#15-11-SueIT

2           A       The impression I remember, I recall, receiving  
3           at that point when that statement was made, perhaps because  
4           the issue was so controversial and important that it may  
5           have been something that was resolved at a much higher  
6           level, an Albany level to be specific.

7           Q       In any event, you concluded that that had  
8           nothing to do with the issue that you were discussing at  
9           that time?

10          A       That's correct.

11          Q       Did you have any reason from any comment of  
12          Mr. Thompson to believe that Mr. Thompson or the Red  
13          Cross were acting in behalf of LILCO at the meeting that  
14          you had with Mr. Thompson on January 24th or any subsequent  
15          meetings?

16          A       I had no reason to believe that, or to draw  
17          that conclusion.

18          Q       Was there a subsequent meeting which you  
19          attended with Mr. Thompson?

20          A       Yes, there was. The initial meeting was on  
21          January 24th. And we advised at the conclusion of that  
22          meeting, we advised Mr. Thompson that we wanted time to  
23          explore exactly what site we might make available.

24                   We had some preliminary discussions about the  
25          possible use of Roosevelt Hall but I know I, for one,  
          wanted the opportunity to explore that further with campus

#15-12-SueT

1 personnel as to the availability of that site for such a  
2 program. It was subsequently cleared, and I believe I  
3 notified Mr. Thompson in early February, February 8th  
4 to be precise, in a letter. I identified Roosevelt Hall  
5 as the site for this program and indicated to him that  
6 if we had occasion to implement this program that he should  
7 contact our campus police department. I gave him the  
8 number, the telephone listing, in that letter and told  
9 him that he should immediately contact our campus police  
10 and then they would initiate the program from there.

11 At the same time as I gave that information to  
12 Mr. Thompson, I also transmitted to him a standard revocable  
13 permit which the State University utilizes governing -- for  
14 programs that require the use of its facilities. I asked  
15 Mr. Thompson to have his -- himself or his representative  
16 sign that document and return it to me to complete the  
17 legal requirements of the program.

18 That letter was dated February 8th. Based on  
19 the scope of the program and the fact that it would involve  
20 just about all of the services of the campus, it was  
21 decided that we should bring all of the people involved  
22 with this program together for a meeting to meet Mr.  
23 Thompson and to hear firsthand what his requirements would  
24 be so that the program if, God forbid, it ever had to be  
25 utilized would not come as a complete surprise to our

#15-13-SueT

1 campus personnel. That meeting was held, I believe, in  
2 February 29th.

3 At that meeting -- this was Meeting Number 2  
4 now that I had with Mr. Thompson, at that meeting was myself,  
5 Mr. Dellaquila, Mr. Thompson, our Director of Campus Police  
6 who was also, I believe, Vice President of our Student  
7 Activities. He was wearing two hats at the time. Our  
8 Director of Physical Plant, the College's Safety Officer,  
9 and I believe the Director of Student Activities, since  
10 the building that we had earmarked for this program was  
11 under his jurisdiction.

12 That meeting took place on February 29th.

13 end #15  
14 Joe flws

14

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1 Q Did you attend that meeting?

2 A Yes, I was present at that meeting.

3 Q Was there any mention of Shoreham or a LILCO  
4 evacuation plan at that meeting?

5 A To my knowledge, there was no mention of LILCO  
6 or Shoreham evacuation.

7 Q Have you checked with other participants in the  
8 February 29th meeting to ascertain whether any of the other  
9 participants had any recollection of any mention of Shoreham  
10 at that meeting?

11 A I did, in preparation for this visit here today.  
12 I did have occasion to contact our campus police, Director  
13 of Campus Police.

14 Q What is his name, sir?

15 A Walter Snell. Actually, his title now is  
16 Assistant Vice President for Student Affairs, and according  
17 to Mr. Snell, who was present at the meeting, there was no  
18 mention made of Shoreham, or if there was a mention made,  
19 it was made at maybe in passing, but it was not the principal  
20 theme of that meeting, certainly.

21 Q Did you talk with anyone else who was present

22 --

23 A I also spoke to our Director of Physical Plant,  
24 Mr. John Gross, and he cannot recall any conversation regarding  
25 Shoreham taking place at that February 29th meeting, and

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1 -- let me see, Director of Physical Plant. And we also had  
2 an Assistant Director of Campus Police, who was present at  
3 that February 29th meeting, and likewise, he was contacted  
4 prior to my visit here this afternoon, and he cannot recall  
5 any mention of Shoreham at that February 29th meeting.

6 Q Did any discussion of decontamination with regard  
7 to radiation ever take place with Mr. Thompson or in your  
8 presence with Mr. Thompson?

9 A No such discussion took place in my presence.

10 Q Following the February 29th meeting, was the  
11 revocable permit forwarded to Mr. Thompson for his signature?

12 A I believe at that point he was holding it, because  
13 I had transmitted it to him under date of February 8th, and  
14 it had not been returned, but I believe it was some time in  
15 early March returned, signed by Mr. Thompson.

16 Q And thereafter, was it presented to President  
17 Cipriani?

18 A It was presented to Dr. Cipriani for his signature  
19 to finalize the legal process.

20 Q If that agreement or revocable permit had called  
21 for the use of the Farmingdale campus in the event of a  
22 nuclear accident at Shoreham, in your view would that permit  
23 have been within the purview and authority of the President  
24 of the Campus to sign?

25 A Are you referring to LILCO now, or --

1 Q Yes.

2 A If LILCO had approached us directly.

3 Q Well, I am referring to an agreement calling for  
4 the relocation of persons from the zone surrounding the  
5 Shoreham plant in the event of a nuclear accident.

6 Would the campus, in your judgment, have proceeded  
7 with this agreement on its own initiative, if that had been the  
8 understanding of any of the persons on the campus, or the  
9 understanding of President Cipriani?

10 A Definitely not. The issue would be too controversial  
11 and it would have been immediately referred to State University  
12 Council's Office for an interpretation.

13 Q In that regard, did Mr. Thompson at any time during  
14 the first meeting with you and Mr. Dellaquila, give to you  
15 or provide to you a copy of the statement of understanding  
16 between the State of New York and the American National  
17 Red Cross, which had been executed during the year 1983.

18 A Yes. That was presented to me at the first  
19 meeting.

20 Q Can you -- I was going to ask you --

21 A At the January 24th meeting.

22 Q Can you tell the Board the circumstances under  
23 which that document was provided to you?

24 A Again, I believe it was given to me to sort of  
25 allay any fears that I had that what we were about to do

1 here, a program we were about to enter into, may not be  
2 in keeping with the State of New York legal requirements,  
3 and it was given to me as more or less assurances that they  
4 did have this arrangement -- mutual agreement between the  
5 State of New York and the American Red Cross.

6 Q Did Mr. Thompson highlight any portion of that  
7 statement of understanding relating to nuclear accidents?

8 A To my knowledge, he did not.

9 MR. CAHN: I have no further questions.

10 JUDGE LAURENSEN: Ms. McCleskey?

XXXX INDEX

11 CROSS EXAMINATION

12 BY MS. McCLESKEY:

13 Q Mr. Coyne, my name is Cathy McCleskey. I represent  
14 LILCO. It is true then, that Mr. Thompson gave you a copy of  
15 the New York State - American Red Cross agreement?

16 A Yes, I was given a copy of that on the January 24th  
17 meeting.

18 Q And it is true that in January he told you that  
19 SUNY Farmingdale was in the LILCO plan?

20 A That is correct.

21 Q During your meetings, did you discuss SUNY Stoney  
22 Brook?

23 A To my knowledge, the only SUNY unit that was  
24 discussed at that meeting was SUNY at Old Westbury, with  
25 reference to them being a site for the snow emergency.

1 Temporary shelter for stranded motorists.

2 Q You don't recall during any meetings with Mr.  
3 Thompson having a discussion about the difficulties SUNY  
4 Stoney Brook was having, and the relocation center situation  
5 there regarding Shoreham?

6 A I don't recall. Again, Mr. Thompson was  
7 representing Nassau County, and Stoney Brook -- SUNY of  
8 Stoney Brook, it would be in Suffolk County. There wouldn't  
9 be any need, from what I could see, for him to discuss that  
10 issue.

11 Q You don't recall it coming up?

12 A I don't recall it, no.

13 Q Did you tell Dr. Cipriani in January when Mr.  
14 Thompson told you that SUNY Farmingdale was in the plan,  
15 that SUNY Farmingdale was in the plan?

16 A I directly did not, but my supervisor did.  
17 He did inform me later that -- well, we had asked -- I  
18 believe at that meeting we had asked Mr. Thompson if he  
19 could provide us with additional information. We --  
20 specifically we were looking for information here as to  
21 how that came about.

22 How was Farmingdale name mentioned in that  
23 plan. Who was instrumental in bringing it about. And we  
24 had requested that Mr. Thompson, if he could, provide us  
25 with some information so we could pursue it further.



1                   That information, to my knowledge, was never  
2 given.

3           Q       Did you ask them again during the subsequent  
4 meetings?

5           A       I personally didn't. Perhaps Mr. Dellaquila  
6 did. I don't recall.

7           Q       You didn't pursue the issue of why SUNY Farming-  
8 dale was in the LILCO plan?

9           A       Mr. Dellaquila may have pursued it with Dr.  
10 Cipriani. I am not aware of that conversation, if he did.

11          Q       Did you pursue it?

12          A       Did I personally pursue it?

13          Q       Yes, sir.

14          A       No.

15          Q       Did you talk to Mr. Dellaquila before you came  
16 here today about this issue?

17          A       Yes, we did.

18          Q       Did you ask him whether he had pursued why  
19 SUNY Farmingdale was in the plan?

20          A       Why they were in the plan?

21          Q       Yes. Whether he had pursued the question of  
22 why and how SUNY Farmingdale was in the LILCO plan.

23          A       Well, Mr. Thompson had raised the issue, and we  
24 had requested through him that he clarify that issue.

25          Q       What did you ask Mr. Thompson to do for you?

16-7-Wal

1           A       Well, if he could provide us with some documentation  
2 that would support that statement, because we were not aware  
3 of it that we were named in that plan.

4           Q       You asked him to give you a copy of the LILCO  
5 plan?

6           A       Well, we asked him to provide us with some  
7 information, documentation, indicating that.

8           Q       Yes. You asked once?

9           A       Pardon?

10          Q       You asked him once?

11          A       We did at that January 24th meeting, yes.

12          Q       And at the subsequent meetings you didn't  
13 bring it up again, did you?

14          A       I did not bring it up. Now, whether Mr. Della-  
15 quila did or not, I cannot state for certain.

16          Q       Well, was Mr. Dellaquila with you at the other  
17 meetings?

18          A       Yes, he was.

19          Q       So you were together?

20          A       Now, the second meeting that took place involved  
21 roughly ten people.

22          Q       Yes, sir, I understand that. But you were in the  
23 room with Mr. Dellaquila, weren't you?

24          A       I was, but it was not brought up. That issue was  
25 not brought up as any part of the agenda. Whether he just

1 mentioned it to him in passing, I can't state that for  
2 certain.

3 I have no knowledge of such a conversation.

4 Q And during the meetings that you had with Mr.  
5 Thompson, Mr. Dellaquila was with you?

6 A That is correct.

7 Q So, if Mr. Dellaquila pursued it, he pursued  
8 it outside of the scope of those meetings?

9 A I would have to say so, yes.

10 Q And did I hear you correctly that the conclusion  
11 that you drew from being told that SUNY Farmingdale was in the  
12 LILCO plan, was that there must be some other agreement that  
13 took care of that?

14 A That is the conclusion I came to that that  
15 agreement was something that was worked out with Albany  
16 representatives and LILCO officials.

17 Q You assumed that.

18 A I assumed that, yes.

19 Q Why did you assume that?

20 A Simply because a request -- I had never heard  
21 on the campus any mention of -- or received or heard of a  
22 request formally received from LILCO requesting that our  
23 campus be used as a disaster site.

24 Q Would those sorts of requests have been funneled  
25 to you as part of your normal job?

1           A       I believe so, yes.

2           Q       And you didn't think it was strange that some  
3 agreement might have been negotiated that you had never heard  
4 about?

5           A       Again, I just assumed that Mr. Dellaquila was  
6 pursuing it. I don't recall -- I know we had asked Mr.  
7 Thompson for documentation, and to date we have not received  
8 that documentation.

9                       There may have been some discussion with Mr.  
10 Dellaquila and Albany about that plan, but I can't testify  
11 to that. I am not privy to that information.

12          Q       Do you report to Mr. Dellaquila?

13          A       Yes, I do.

14          Q       Do you have weekly meetings with him to talk  
15 about ongoing work?

16          A       Usually, yes.

17          Q       Would the scope of your reports have included  
18 a discussion as to how negotiations were going with the  
19 Red Cross and SUNY Farmingdale?

20          A       Well, he was aware of it, since he was in on  
21 all of the meetings up to this point, and I believe he  
22 would have received a copy of the transmittal document  
23 that transmitted the permit to Mr. Thompson on February 8th.

24          Q       Does he usually take part in negotiations of  
25 these sorts?

1           A       Not usually, no, but this being an unusual  
2 situation, it was felt that I, at least in my judgement,  
3 I felt that he should be present, since the program required  
4 utilization of all the services of the campus, and I didn't  
5 want to be one to commit the campus to a program that perhaps  
6 we couldn't fulfill.

7           Q       What other kind of negotiations do you usually  
8 handle?

9           A       Well, as part of my responsibilities, I handle  
10 all requests for the use of the campus facilities by not for  
11 profit groups. The State university has a university policy  
12 governing the use of its campus facilities by not for profit  
13 groups. There are certain conditions that must be met, and  
14 it is my responsibility to screen all of these requests that  
15 come into the college to see that they adhere to that  
16 university policy.

17          Q       And the Red Cross' request was the only request  
18 that used all the services of the college?

19          A       Well, the Red Cross request was unusual in that  
20 it was not for a specific date. It was some event to take  
21 place in the future that may or may not ever happen. It  
22 had called for a -- the possible use of the campus -- a  
23 serious disruption of normal educational activities on the  
24 campus for an extended period of time.

25                   Any other requests involving the use of the campus

1 facilities would not be so extensive.

2 Q I see. When Mr. Thompson told you that SUNY  
3 Farmingdale was in the plan, was Mr. Dellaquila sitting with  
4 you?

5 A Yes, he was.

6 Q Did he say anything at the time about having  
7 negotiated an agreement for use of the facility for the  
8 LILCO plan?

9 A Well, we both expressed surprise, because neither  
10 one of us were aware of that agreement, or that understanding  
11 involving LILCO, and at that point it was Mr. Dellaquila who  
12 had asked Mr. Thompson to provide us with additional  
13 information regarding that plan.

14 Q Did you discuss the subject any further with  
15 Mr. Dellaquila?

16 A I believe on one other occasion, and he said  
17 he -- I know he took it up with the President. He mentioned  
18 that he had mentioned it to the President to see if the  
19 President had any knowledge of that agreement, and I believe  
20 he stated that the President did not have knowledge of it,  
21 and that he was going to pursue it further.

22 Q So, you knew that you had no knowledge of an  
23 agreement, and you knew that Mr. Dellaquila had no knowledge  
24 of an agreement, and you knew that --

25 A I subsequently learned that the President had no

1 knowledge of that agreement.

2 Q And you persisted in thinking that some agreement  
3 must have been negotiated , so that SUNY Farmingdale was  
4 appropriately in the LILCO plan?

5 A Again, my personal impression at that meeting,  
6 when that statement was made, was that if we were in that  
7 agreement, it was an arrangement that had been worked out  
8 at a much higher level than Farmingdale.

9 Q Why did you have fears regarding the legality  
10 of entering into an agreement to serve as a disaster  
11 shelter?

12 A Well ma'am, if I told you the types of programs,  
13 the types of requests we get from time to time, you wouldn't  
14 believe.

15 Farmingdale campus sits on the crossroads of  
16 Long Island, between Nassau and Suffolk County, and at the  
17 present time there is no motel in the area, and there is  
18 phenomenal growth that is going on in that area, and we  
19 get -- constantly get bombarded with requests for the use  
20 of our facilities for meeting sites, conferences, seminars,  
21 workshops, and so on.

22 It is my responsibility to screen out these  
23 requests, and only honor those that are in keeping with the  
24 university's regulations.

25 I am always concerned that the group that we

1 are accommodating here meets all of the criteria of the  
2 university, because there has been occasions where, for  
3 example, not for profit groups cannot -- there is a clear  
4 distinction between separation of church and state, but  
5 yet we get numerous requests from religious organizations  
6 not to hold religious programs on the campus, but religious  
7 activities. Social activities, and so on.

8 So, you have to be very careful as to the types  
9 of groups that you let in, because if you let one group in  
10 by mistake it is precedent setting, and that is what I am  
11 always alert to. I am concerned about that constantly.

12 Q And you had that kind of concern --

13 A That was my concern --

14 Q Excuse me. I must finish my question for the  
15 record, I am sorry. You had that kind of concern about  
16 the American Red Cross?

17 A Well, again, only because it was an unusual  
18 program. I knew it satisfied the requirements of being a  
19 not for profit group, but what we were doing here was  
20 tying up -- the possibility of tying up the campus for an  
21 extended period of time in the event of a major disaster,  
22 and that was my concern, that we not disrupt the educational  
23 process, because we were talking about housing, we were  
24 talking about taking over a facility that is utilized by  
25 students.



1                   We were talking about food service operations,  
2 and there was a lot of thought that had to go into a program  
3 such as this before we would agree to allow it to come into  
4 fruition.

5                   Q       Now, is it your testimony that during the  
6 meetings that you attended with Mr. Thompson, that radio-  
7 logical emergencies were never mentioned?

8                   A       They were never mentioned in my presence, no.

9                   Q       No one ever mentioned radiological emergencies?

10                  A       Not in my presence.

11                  Q       Did anyone ever mention a nuclear emergency?

12                  A       Not a nuclear -- again, coming back to the  
13 January 24th meeting, we talked about an evacuation plan,  
14 and the fact that we were in that agreement, LILCO's agreement,  
15 that -- other than that, that was the only discussion that  
16 I ever heard involving nuclear aspects of the program.

17                  Q       Did I also understand you to say that you have  
18 talked to the other members of the Staff who met with Mr.  
19 Thompson, and that none of them recalled radiological  
20 emergency?

21                  A       None of them recall any -- as far as nuclear  
22 emergencies were concerned, none of them recall that statement  
23 being made.

24                               There was one individual that said -- again, Mr.  
25 Snell had indicated that there may have been a very brief

16-15-Wal

1 mention of Shoreham, but it was not the principal theme of  
2 that meeting.

3           When we -- we were talking about types of  
4 disasters that would require the use of our facilities,  
5 Shoreham was never mentioned.

6           Q       Did you talk to Mr. Snell today before you  
7 came here?

8           A       Yes, I did.

9           Q       Did Mr. Snell describe what kind of mention  
10 in passing was made of Shoreham?

11          A       Only to say that if it were mentioned at all, he  
12 couldn't specifically recall, but he said something about  
13 it may have been mentioned in passing. What he meant by  
14 that, I don't know.

15                   But it was not the key issue at that meeting.  
16 It was not used as a typical situation wherein the Red Cross  
17 would utilize our facilities.

18 End 16.  
19 Mary fols.

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Sim 17-1

1 Q Is it true, isn't it, that from your perspective  
2 of negotiating and entering into this agreement that you  
3 have no problem with making the facility available for a  
4 hurricane, right?

5 A Under the program as it is in place now or as  
6 was discussed, if all of the requirements and the conditions  
7 that we had set forth were followed, no, I wouldn't see any  
8 problem with that.

9 Again, it would still require the formal approval  
10 of the president because we would be concerned about again  
11 this disruption of the educational process.

12 Q But you would have a problem if the agreement  
13 was invoked to use the facility for an emergency at Shoreham,  
14 wouldn't you?

15 MR. ZAHNLEUTER: Objection, Judge Laurenson. I  
16 think we are beyond the scope of the purpose for which this  
17 witness was offered on surrebuttal, and in fact we may be  
18 into the area that was the subject of cross-examination with  
19 Dr. Cipriani, and in that sense it would be cumulative.

20 MR. CAHN: I join in the objection.

21 MR. MILLER: I join in the objection also,  
22 Judge Laurenson.

23 MS. McCLESKEY: Well, we have a chorus of joiners  
24 in the objection and I would like to respond to the  
25 objection.

Sim 17-2 1

2 This witness has stated that this issue is  
3 controversial, that if LILCO had approached him that it would  
4 have been a different story and that he had fears regarding  
5 the legality of the situation and that he assumed that there  
6 must be some other agreement that had been gone through with  
7 Albany, and I am just asking him the logical final question  
8 from that which is does he think that the agreement would  
9 allow him to use the facility for Shoreham.

10 I think it is related to his previous testimony  
11 that was elicited on direct examination.

12 MR. MILLER: Judge Laurenson, this witness is  
13 not here to testify about matters Dr. Cipriani has testified  
14 about earlier today. Dr. Cipriani speaks on behalf of the  
15 University. This witness was offered as rebuttal to  
16 Mr. Thompson's testimony and the scope of Ms. McCleskey's  
17 questions should be kept within the scope of the testimony  
18 offered by Mr. Thompson.

19 This is far beyond that scope. We are back into  
20 the very same areas we have explored already. Dr. Cipriani  
21 has explained to the Board Farmingdale's policies in his  
22 judgment with respect to the matters now inquired into by  
23 Ms. McCleskey.

24 This can do no good. It is not probative and  
25 it is not relevant.

MS. McCLESKEY: Judge Laurenson, it is an

Sim 17-3

1 interesting theory to say that this man's cross-examination  
2 is within the scope of Mr. Thompson's testimony. But in  
3 fact the cross-examination is in the scope of his direct  
4 testimony and these remarks that I just mentioned were  
5 elicited during his direct examination by his own counsel.

6 JUDGE LAURENSEN: The test of rebuttal or  
7 surrebuttal testimony is a very limited one. That is why  
8 we require an offer of proof before the testimony is taken,  
9 and the testimony is limited to that offer of proof, except  
10 insofar as we will allow ancillary matters dealing with  
11 credibility and so forth.

12 But this line of questioning is beyond the scope  
13 of the direct testimony.

14 The objection is sustained.

15 BY MS. McCLESKEY:

16 Q Mr. Coyne, this first page, my first page of  
17 the document that was marked for an exhibit, that is the  
18 memorandum from you to Mr. Dellaquila dated 1/4/84, do you  
19 see that?

20 A Yes, I see it.

21 Q That does not limit the disasters for which  
22 the Red Cross was going to be using the shelter?

23 MR. CAHN: I object to the question. The document  
24 speaks for itself.

25 MS. McCLESKEY: I don't think these sort of

Sim 17-4

1 documents speak for themselves. That is why we have  
2 witnesses come to talk about them.

3 MR. CANN: Well, that is a glib statement, Your  
4 Honor, but basically the memorandum says what it says. It  
5 has been offered and accepted in evidence.

6 JUDGE LAURENSEN: The objection is overruled.  
7 You may answer the question.

8 THE WITNESS: Up to this point the information  
9 I had was a program involving local disasters. Again,  
10 coming back to the note that I had received from my secretary  
11 based on the conversation that she had with Mr. Thompson,  
12 where Mr. Thompson is advising her that the disaster he  
13 speaks of, and I am quoting now from this 12/14 memo, "is  
14 in the case of a local area problem."

15 And that is how I had envisioned this program  
16 up this point that I wrote the memo to Mr. Dellaquila. A  
17 local area problem to me was an air disaster over at Republic  
18 or a hurricane or a flood or a snow storm or whatever.

19 BY MS. McCLESKEY:

20 Q Mr. Coyne, if there were an emergency at Shoreham  
21 and people were evacuating from the area, you would not  
22 consider that a local area problem?

23 MR. MILLER: Objection, Judge Laursen.

24 Ms. McCleskey is trying the same approach she just lost  
25 before. These matters were explored with Dr. Cipriani this

Sim 17-5

1 morning in great detail, and that is not why this witness  
2 is now testifying before the Board.

3 JUDGE LAURENSEN: The objection is overruled.  
4 This is a question concerning the definition of a term  
5 that he has used in an exhibit that has been placed in  
6 evidence by New York.

7 THE WITNESS: Would you rephrase your question?

8 MS. McCLESKEY: I will repeat it.

9 BY MS. McCLESKEY:

10 Q My question is whether you would consider an  
11 emergency at Shoreham that required people in the area to  
12 evacuate as a local area problem?

13 MR. ZAHNLEUTER: As a point of clarification could  
14 I ask what area is being discussed here?

15 MS. McCLESKEY: Are you objecting to the question  
16 as vague?

17 MR. ZAHNLEUTER: Yes.

18 MS. McCLESKEY: Judge Laurenson, I think the  
19 question is clear.

20 JUDGE LAURENSEN: The objection is overruled.

21 THE WITNESS: Well, again it comes back to  
22 Mr. Thompson representing himself as the American Red Cross  
23 representative for Nassau County. Local to me would be  
24 disasters involving Nassau County and immediately surrounding  
25 the Farmingdale area, the Farmingdale campus area.

Sim 17-6

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I don't know if that answers your question.

BY MS. McCLESKEY:

Q Well, on a map SUNY Farmingdale is in Suffolk County, isn't it?

A It straddles both counties. All of the buildings are in Suffolk County. For legal purposes we are Suffolk County, but part of the campus, the peripheral area of the campus is in Nassau County.

Q Then I will repeat my question. If there were an emergency at Shoreham, would you consider people evacuating from Suffolk County a local area problem?

MR. ZAHNLEUTER: Objection. Asked and answered.

JUDGE LAURENSEN: Overruled.

THE WITNESS: Again, I would have to question why Mr. Tompson representing Nassau County is making a request on behalf of Suffolk County.

BY MS. McCLESKEY:

Q Well, that is an interesting problem that we have gone into in great detail and I will be glad to explain it to you, but first I want to know whether you think that people evacuating from an emergency at Shoreham is a local area problem?

MR. ZAHNLEUTER: Objection. Asked and answered.

JUDGE LAURENSEN: I have ruled on that. The objection is overruled.



Sim 17-7

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THE WITNESS: Well, again, local ---

MS. McCLESKEY: Judge Laurenson, I would like a yes or no answer to my question, please.

MR. CAHN: Now that is unfair. I am going to object to that comment. I think that the witness is entitled, since he is being asked to answer this question, he is entitled to answer it in his own words, and I suggest that he be permitted to do so.

JUDGE LAURENSEN: Well, on cross-examination counsel may pose questions calling for a yes or no answer. That is the rule that we have followed throughout this proceeding.

MR. CAHN: But this is not one of them, Judge Laurenson.

JUDGE LAURENSEN: That is up to the witness.

MR. CAHN: That is my precise point. If the witness feels he isn't able to answer that in a yes or no fashion, I would like him to be permitted that latitude.

JUDGE LAURENSEN: Witnesses are permitted that latitude, and that is just what I was going to do is instruct the witness to first tell us if he can answer that question yes or no.

THE WITNESS: I would like to be able to qualify the answer first.

MS. McCLESKEY: Fine. You want to give a yes

Sim 17-8 1

or a no and a qualification?

2 THE WITNESS: I would like to give the qualifica-  
3 tion first.

4 MS. McCLESKEY: The order doesn't matter to me.  
5 That is fine.

6 THE WITNESS: Your question is would I consider  
7 the situation at Shoreham a local disaster. With a  
8 request coming from Mr. Thompson, who is representing Nassau  
9 County, and given the scope of this program as I know it  
10 to be and he knew it to be, it would be most unusual that  
11 he would come to us because we have only identified one  
12 building that we would permit for this program, and that  
13 was Roosevelt Hall, and it had a certain capacity that  
14 Mr. Thompson was aware of.

15 I can't see a situation where it would be necessary  
16 to house people at our campus as a result of a disaster  
17 that takes place some 25 miles away or so, or 35 miles.

18 BY MS. McCLESKEY:

19 Q I have had your qualification. Is it yes or  
20 no?

21 A Would I consider that a local area problem? No.

22 MS. McCLESKEY: I have no further questions.

23 JUDGE LAURENSEN: Any questions from the County?

24 MR. MILLER: I think just a couple, Judge  
25 Laurenson.

Sim 17-9 1

INDEXXXXX<sub>2</sub>

## SURREBUTTAL CROSS-EXAMINATION

BY MR. MILLER:

3 Q Mr. Coyne, Ms. McCleskey has made much about  
4 this statement by Mr. Thompson in your presence that  
5 Farmingdale is mentioned in the LILCO plan and what you  
6 interpreted that to mean and what you did in response and  
7 so forth and so on. I am sure you recall all these  
8 questions you have just gone through.

9 Can you tell me, Mr. Coyne, did you draw any  
10 connection between Mr. Thompson's statement that Farmingdale  
11 is mentioned in the LILCO plan and the purpose of your  
12 meeting with Mr. Thompson with respect to an agreement with  
13 the Nassau County Red Cross regarding the use of Farmingdale?

14 A Well, I viewed it merely as a selling point to  
15 underline the fears that I had as to the possible legal  
16 impropriety of such a program. That is the impression I  
17 had received.

18 Q Did you draw a connection between Mr. Thompson's  
19 statement and the purpose of your meeting with Mr. Thompson?

20 A The conclusion I came to when he made that  
21 statement was really don't worry about it. Farmingdale is  
22 already in a disaster plan, so you don't have to worry about  
23 this local program which is on a minor scale or relatively  
24 small scale.

25 Q And you asked Mr. Thompson to provide Farmingdale

Sim 17-10 1

2 with further information or some information about the  
3 statement in the local plan; is that correct?

4 A That is correct.

5 Q And did you ever get any such information?

6 A No, I personally didn't, and Mr. Dellaquila,  
7 my supervisor, as I mentioned earlier, I know had followed  
8 through on it. He had requested clarification from  
9 Dr. Cipriani and, as far as I know, he was pursuing it.

10 Q Mr. Coyne, now you have mentioned to Ms. McCleskey  
11 that one of the thoughts you had when you heard about this  
12 reference to Farmingdale in the LILCO plan from Mr. Thompson  
13 was that perhaps there is some agreement that had been  
14 worked out between Albany and LILCO; is that correct?

15 A That is correct.

16 Q Is it fair to say that you assumed that there  
17 would have been some agreement between LILCO and Albany  
18 because LILCO would not have relied upon the Farmingdale  
19 campus in the LILCO plan without actually having some  
20 authority or permission to use Farmingdale?

21 A I would have thought that LILCO recognizing the  
22 power structure would have immediately pursued their  
23 request with Central Administration rather than coming  
24 directly to the college.

25 Q As things turned out, Mr. Coyne, did LILCO have  
any authority or permission to mention the Farmingdale

17-11

1 campus in its LILCO plan?

2 A As far as I am concerned, no, they had no  
3 business doing so.

4 Q And does LILCO today have any such authority  
5 or permission to rely upon the Farmingdale campus with  
6 respect to an emergency at Shoreham?

7 A To my knowledge, they have no authorization  
8 to do so.

9 MR. MILLER: I have no further questions.

10 JUDGE LAURENSEN: Anything on behalf of the  
11 staff?

12 MR. BORDENICK: No questions.

13 MR. CAHN: I have just one or two further  
14 questions.

15 SURREBUTTAL REDIRECT EXAMINATION

16 BY MR. CAHN:

17 Q Mr. Coyne, is there a policy of the State Univer-  
18 sity Trustees relative to the use of university facilities  
19 by private commercial enterprises?

20 A Yes, there ---

21 MS. McCLESKEY: I object to that question. The  
22 objection was just made that I was going outside the scope  
23 by trying to talk about policy and judgment and things that  
24 Dr. Cipriani was here for, and I think this is the same  
25 sort of question.

INXEXXXXXX

Sim 17-12 1

2 MR. CAHN: It isn't, Your Honor, with all due  
3 respect to Ms. McCleskey. In response to one of her  
4 questions Mr. Coyne made reference to the university policy  
5 with regard to private commercial use of the campus, and  
6 I thought I would simply clarify that one point as a result  
7 of its having been brought out on cross-examination.

8 MS. McCLESKEY: Yes, sir, and my points were  
9 points that had been brought out on direct examination, and  
10 the rule is that the rebuttal testimony is in the scope  
11 of Mr. Thompson's testimony.

12 JUDGE LAURENSEN: The objectin is overruled.

13 You may answer.

14 BY MR. CAHN:

15 Q What is that policy?

16 A The university policy I believe is 008 governing  
17 the use of campus facilities by non-commercial organizations.

18 Q Are commercial organizations permitted to use  
19 campus facilities?

20 A No, sir.

21 MR. CAHN: No further questions.

22 JUDGE LAURENSEN: Any other questions for  
23 Mr. Coyne?

24 MS. McCLESKEY: No, sir.

25 MR. HASSELL: The staff has none.

JUDGE LAURENSEN: All right.

Sim 17-13 1

2 Thank you, Mr. Coyne. That completes your  
3 testimony.

4 THE WITNESS: Thank you.

5 (Witness excused.)

6 JUDGE LAURENSEN: We will now take our 15-minute  
7 afternoon recess, and we will reconvene with the Board's  
8 ruling on the motion to strike and then we will begin  
9 the NRC staff testimony on Contention 11.

10 MR. CAHN: Thank you very much for your  
11 courtesies, Your Honor.

12 MS. McCLESKEY: Off the record.

13 JUDGE LAURENSEN: Back on the record.

14 Is there any further surrebuttal testimony in  
15 connection with the relocation center contentions at this  
16 time?

17 MS. McCLESKEY: No, sir.

18 MR. MILLER: No, sir.

19 JUDGE LAURENSEN: Fine. That will conclude  
20 the cross-examination and the presentation of evidence.

21 Let me just ask LILCO what their position is  
22 concerning Mr. Krieling? We talked about that this  
23 morning.

24 Does LILCO intend to pursue that further, or  
25 is this subject now closed?

MS. McCLESKEY: I think we ought to close it.

17-14 1

JUDGE LAURENSEN: We will take our recess.

2

(Afternoon recess.)

end Sim 3

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#18-1-SueT 1

JUDGE LAURENSEN: The hearing is now resumed.

2 The Board has considered the County's motion to strike  
3 three portions of the NRC Staff testimony on Contention 11.

4 We have considered the fact that the NRC Staff  
5 and LILCO oppose the notion and that New York supports it.  
6 We will treat Items 1 and 3 together since they both deal  
7 with the same objection.

8 And that is that the testimony in question is  
9 outside the scope of the contention. We agree with Suffolk  
10 County that this testimony relates to the onsite organiza-  
11 tion which is beyond the scope of this proceeding and  
12 beyond the scope of Contention 11. The motion to strike  
13 both portions, that being Question and Answer 7 on Pages  
14 4 and 5, and the specific language that I read into the  
15 record previously on Pages 6 and 7 are granted.

16 Item Number 2 is the objection and the motion  
17 to strike because of a failure to show a pattern. We  
18 find that this is not a parallel case to our ruling on  
19 the training documents. There has been no showing that  
20 Mr. Sears selected only three favorable operators to report  
21 on.

22 Moreover, in the training case we did permit  
23 the County to put the subject matter in evidence after a  
24 reasoned analysis and summary. The County's objection  
25 goes to the weight to be given to Mr. Sears' testimony and

#18-2-SueT1

2 not to its admissibility. This motion to strike is  
3 denied.

4 I believe we are now ready to hear the NRC  
5 Staff testimony concerning Contention 11. Although it has  
6 been put in the record previously I believe by Mr. Bordenick  
7 in connection with the motion to strike the testimony, I  
8 want to state for the record that this testimony is being  
9 offered by the staff in response to a Board request after  
10 we had heard the LILCO and Suffolk County panels of  
11 witnesses on Contention 11, and we felt that this was a  
12 matter where, because of the significant differences  
13 between the testimony, it would be helpful to the Board  
14 to have the position stated of the government, whether it  
15 be by the NRC Staff or by FEMA.

16 We were subsequently informed that FEMA did not  
17 wish to present evidence on this and that the Staff would.  
18 So that, I think, sets the stage for this testimony at  
19 this time.

20 We will follow the usual order of proceeding  
21 with this -- with the cross-examination of this testimony.

22 Mr. Bordenick.

23 MR. BORDENICK: Thank you, Judge Laurenson. The  
24 Staff calls Mr. Sheldon A. Schwartz, who has not previously  
25 been sworn as a witness in this proceeding, and Mr. John  
Sears, who has been previously sworn.

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2 JUDGE LAURENSEN: Mr. Sears, you are still under  
3 oath. Mr. Schwartz, if you will stand and raise your right  
4 hand.

5 (Mr. Schwartz is sworn by Judge Laurenson.)

6 Whereupon,

7 SHELDON A. SCHWARTZ

8 -and-

9 JOHN R. SEARS

10 were called as witnesses by and on behalf of the Nuclear  
11 Regulatory Commission Staff and, having previously been  
12 duly sworn, were examined and testified as follows:

13 DIRECT EXAMINATION

14 BY MR. BORDENICK:

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15 Q First, Mr. Schwartz, for the record, would you  
16 please state your full name, your employer and your  
17 position?

18 A (Witness Schwartz) Yes. My name is Sheldon A.  
19 Schwartz. I am with the Nuclear Regulatory Commission.  
20 My title is Deputy Director of Division of Emergency Preparedness  
21 and Engineering Response in the Office of Inspection and  
22 Enforcement.

23 Q And, Mr. Sears, would you please state your  
24 full name, your employer and your position?

25 A (Witness Sears) My name is John R. Sears. I am  
a Senior Reactor Safety Engineer with the Emergency

#18-4-SueT 1

2 Preparedness Branch of the Division of Emergency Preparedness  
3 and Engineering Response of the Office of Inspection and  
4 Enforcement, NRC.

5 Q Mr. Schwartz, do you have in front of you a  
6 document headed "NRC Staff Testimony of Sheldon A. Schwartz  
7 Regarding Emergency Preparedness Contention 11" which has  
8 a date on the upper right-hand corner of August 3, 1984,  
9 consisting of four pages of text and a two-page attachment  
10 headed "Sheldon A. Schwartz" which is a statement of your  
11 qualifications?

12 A (Witness Schwartz) Yes, I do.

13 Q Okay. Was this document totaling six pages,  
14 which I have just identified, prepared by you or under  
15 your supervision?

16 A Yes, it was.

17 Q Are there any corrections to this testimony?

18 A Yes. There are two minor corrections.

19 Q Would you state them?

20 A On Page 2, on the fifth line up from the  
21 bottom of the last paragraph, in the first full sentence  
22 starting, "This emphasis monitored..." add the word "This  
23 emphasis is monitored..." between emphasis and monitored.

24 Q You said the fifth line. Did you mean the  
25 sixth line?

A I'm sorry, sixth line. I can't count. Sixth

#18-5-SueT1

line up.

2 Q Okay.

3 A And on the fifth line at the beginning of the  
4 line, right after the word "and" add a comma. And those  
5 are the only changes.

6 Q I'm sorry. Would you repeat that last one?

7 A It says "regulations and..." on the fifth line  
8 from the bottom. Add a comma after "and."

9 Those are the only changes.

10 Q Okay. Are the statements contained in your  
11 prefiled written testimony true and correct to the best  
12 of your knowledge and belief?

13 A Yes, they are.

14 Q And do you adopt that prefiled document as your  
15 testimony in this proceeding?

16 A Yes, I do.

17 Q Mr. Sears, do you have in front of you a docu-  
18 ment headed "NRC Staff Testimony of John R. Sears Regarding  
19 Emergency Preparedness Contention 11" bearing a date in  
20 the upper right-hand corner of July 25, 1984?

21 A (Witness Sears) Yes, sir.

22 Q Consisting of eight pages.

23 A Yes, sir.

24 Q Was that document which I have just identified  
25 prepared by you or under your supervision?

#18-6-SueT 1

A Yes, sir.

2

Q Are there any corrections?

3

A There is one correction, sir.

4

Q Would you please state it?

5

A On Page 7, in Answer 12, the first word in the

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second line should be changed from "Engineering" to

7

"Emergency."

8

Q Okay. That may be one part -- okay. That has

9

been stricken.

10

MR. BORDENICK: If the Board please, we will

11

just disregard that particular correction. Mr. Sears

12

was not aware, of course, that the Board was going to

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grant the County's motion to strike at the time he made

14

the correction.

15

JUDGE LAURENSEN: Let me just inquire whether

16

that does change -- would change the ruling of the Board by

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changing "Engineering Directors" to "Emergency Directors."

18

Are you talking about the Director of LERO, or

19

is that an onsite Director?

20

WITNESS SEARS: No, sir. That would be an

21

onsite.

22

JUDGE LAURENSEN: The ruling stands, and there

23

is no need to correct the testimony.

24

BY MR. BORDENICK: (Continuing)

25

Q Mr. Sears, are the statements contained in the

#18-7-SueT 1

2 testimony that was prepared by you true and correct to the  
3 best of your knowledge and belief?

4 A Yes, sir.

5 Q And do you adopt this prefiled written document  
6 as your testimony in this proceeding?

7 A Yes, sir.

8 MR. BORDENICK: Judge Laurenson, I would move  
9 at this time that the prefiled testimony of Messrs. Schwartz  
10 and Sears be incorporated into the record as if read.

11 I will give the reporter at the end of the day  
12 the requisite number of copies with the corrections noted  
13 by the witnesses and the portions stricken by the Board  
14 indicated as having been stricken.

15 JUDGE LAURENSON: Is there any objection to  
16 that?

17 MR. MC MURRAY: No objection.

18 MR. ZAHNLEUTER: No objection.

19 MR. CHRISTMAN: No, sir.

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

22 (The testimony follows.)  
23  
24  
25

July 25, 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. 50-322-1
(Shoreham Nuclear Power Station,	)	(OL)
Unit 1)	)	

NRC STAFF TESTIMONY OF JOHN R. SEARS  
REGARDING EMERGENCY PREPAREDNESS CONTENTION 11

Q1. What is your name and position with the U.S. Nuclear Regulatory Commission?

A1. My name is John R. Sears. I am a Senior Reactor Safety Engineer with the Emergency Preparedness Branch, Division of Emergency Preparedness and Engineering Response, Office of Inspection and Enforcement. A copy of my professional qualifications is already a part of the record of this proceeding. (See ff TR 4708).

Q2. What is the purpose of this testimony?

A2. The purpose of this testimony is to respond to emergency planning Contention 11.



Q3. Have you reviewed the plans submitted by the Applicant for emergency preparedness in the environs of Shoreham?

A3. Yes. I have reviewed the Shoreham Nuclear Power Station Emergency Preparedness Plan and Implementing Procedures and also the Shoreham Nuclear Power Station Local Offsite Radiological Emergency Response Plan and Implementing Procedures, Revisions 1, 2, 3, and 4 (a.k.a. the LILCO Transition Plan).

Q4. Beyond reviewing the onsite and offsite emergency plans, what else have you done in your review of emergency preparedness at Shoreham?

A4. I have visited the Shoreham plant on 10 separate occasions and have interviewed LILCO employees from shift supervisors, who would have the initial responsibility to assess the accident and make the initial recommendations for offsite protective measures, to vice presidents who would have the responsibility for subsequent recommendations for offsite protective measures. I have visited Brookhaven National Laboratory (BNL) on three visits and have discussed the BNL response capability with BNL and DOE personnel. I have interviewed LERO operators who would take the initial call from the reactor station. I have also interviewed the LERO directors, the LERO administrator for training, and recordkeeping of training, and the contractor responsible for the LERO training program. I have toured all onsite emergency facilities, and the Emergency Operations Facility, the Emergency News Center, the Brentwood

Emergency Operations Center, and the Hicksville Emergency Operations Center. I have visited Station WALK and discussed the Emergency Broadcast System with both program and technical personnel. I have toured all the principal roads in the 10 mile EPZ. I have visited Central Suffolk Hospital in Riverhead and discussed treatment of contaminated injured patients with hospital personnel.

Q5. What does Contention 11 allege?

A5. Contention 11 alleges that LILCO employees in command and control positions under the LILCO Plan may experience a conflict between LILCO's financial and institutional interest and the public's interest, which may substantially hamper their ability to perform the functions assigned to them in a manner that will result in adequate protection of the public. The Intervenor contend that LILCO employees will have a strong incentive to minimize the public's perception of the potential or actual danger involved in a radiological emergency in order to avoid engendering public or LILCO shareholder disapproval of LILCO, or anti-Shoreham sentiment. Thus, for example, they may not recommend an appropriate protective action in a prompt manner because to do so would be contrary to LILCO's financial interest in maintaining a public perception that Shoreham is not a source of danger. LILCO has failed to institute appropriate measures to ensure the independence of LERO personnel. Accordingly, there is no assurance that correct and appropriate command and control decisions will be made by LILCO employees.

Q6. Where in the Code of Federal regulations is the issue of prompt protective action recommendations to the public addressed?

A6. 10 C.F.R. § 50 Appendix E, IV, D. 3 states the following:

A licensee shall have the capability to notify responsible state and local governmental agencies within - 15 minutes after declaring an emergency. The licensee shall demonstrate that the state/local officials have the capability to make a public notification - decision promptly on being informed by the licensee of an emergency condition.

The issue is also addressed in 10 C.F.R. § 50.47 b.(1), (5) and (6).

Immediate notification requirements for operating nuclear power reactors are specified in 10 C.F.R. § 50.72.

Q7. Have you discussed prompt notification and protective action recommendation with SNPS Emergency Directors?

A7. Yes, I have discussed prompt notification and protective action recommendations with the SNPS Emergency Directors, including the Watch Engineers who are the initial Emergency Directors, and the Plant Manager, and other Operation Managers and two Vice Presidents who have been trained to be Response Managers. Each of the individuals with whom I have talked has understood his responsibility and authority. In July 1983, the plant manager issued a memorandum to the shift supervisors emphasizing their authority and responsibility to make prompt offsite recommendations. Each

5/1/83

expressed his understanding that in line with onsite Emergency Plan Implementing Procedures, recommendations would be made on the basis of degraded plant conditions, before there is a release of radioactivity from containment. All SNPS Emergency Directors are NRC-licensed Senior Reactor Operators and are legally bound to make prompt notification offsite.

Each of the operations personnel mentioned above also was aware of the history of compliance of prompt notification to the NRC by other licensees, and of the strict enforcement by the NRC of this provision of the regulations. I pointed out that, when they called the NRC Operations Center with a report of a significant event the NRC Engineer taking the call would ask "Have you informed local authorities?" as a reminder in case they had not, to do so at once.

- Q8. In the LERO Plan, to whom does the initial call from the plant go?
- A8. The initial call from the plant is received by the Customer Service Operator at the Hicksville Service Center.
- Q9. Have you discussed prompt notification and protective action recommendations with CSO's?
- A9. Yes, I have discussed prompt notification and protective action recommendations with three CSO's. Each understands his authority

and responsibility to inform LERO Directors, or if a LERO Director could not be reached within 10 minutes, to call the plant control room to activate the Early Warning System in a General Emergency. I pointed out that such action by a CSO may result in people evacuating their homes. The response was that it was simply part of the job, and each stated that he would do it without hesitation.

Q10. Have you discussed prompt notification and protective action recommendations with LERO Director?

A10. Yes I have discussed prompt notification and protective action recommendations with four Vice Presidents who are LERO Directors including the replacement for one who has retired. Each understood his responsibility and authority to act on the recommendations from the plant on the basis of plant conditions before there is a release of radioactivity. One LERO Director pointed out that in LILCO's gas distribution operations recommendations to evacuate have been made late at night and in freezing weather when there has been the potential for a gas leak. No one expressed a reservation to make a prompt decision and recommendation. In discussions with the LERO Directors, ~~(and in discussions with the Shift Supervisors and the other SNPS Emergency Director)~~ there was expressed the idea that no one would hesitate to make notification and offsite protective measure recommendations because an accident at Shoreham involving significant core damage would only happen once.

Q11. In any of these discussions with LILCO Vice Presidents, was a possible conflict between LILCO's financial and institutional interest and the public's interest brought out?

A11. Yes, I broached the subject. The response was that they were aware of the relatively minor cost to the utility as the result of people evacuating from the TMI environs versus the tremendous cost of recovering the plant, and consequently it makes good common sense to tell people to move early.

Q12. What is your response to the statement in Contention 11 that LILCO has failed to institute appropriate measures to ensure the independence of LERO personnel?

A12. In my judgment, the fact that ~~(the Shift Supervisors, the SNPS Engineering Directors and~~ the LERO Directors are all part of the same overall organization is a distinct advantage in ensuring that the public is promptly notified in an emergency, when I compare the LERO situation with others I have reviewed. I have reviewed the proposed plans for other reactors where there is a time-consuming relay of information up to the Governor who alone can recommend evacuation. There is no provision for a by-pass, as there is in the LERO Plan wherein the Customer Service Operator can relay the message back to the Control Room to activate the Early Warning System. In some other offsite plans that I have reviewed, the County Executive calls a meeting of County officials before the

decision is made to alert the public, where the LERO Director can make his recommendation directly on the basis of information on the core conditions from the plant. An emergency is, by definition, a situation that requires prompt action. The provisions of the SNPS and LERO Plans afford me reasonable assurance that prompt notification and protective action recommendations to the public will be made.

August 3, 1984

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing

In the matter of	)	
	)	
Long Island Lighting Company	)	Docket No. 50-322-0L-3
(Shoreham Nuclear Power	)	(Emergency Planning
Station, Unit 1)	)	Proceeding)

NRC Staff Testimony of Sheldon A. Schwartz  
Regarding Emergency Preparedness Contention 11

1.Q. What is your name?

A. My name is Sheldon A. Schwartz.

2.Q. What is your position at the NRC?

A. I am employed as the Deputy Director in the Division of Emergency Preparedness and Engineering Response.

3.Q. Please describe your professional qualifications.

A. A copy of my professional qualifications is attached to this testimony.



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

A. The purpose of this testimony is to address concerns raised in Emergency Planning Contention 11. Contention 11 is presented in Mr. Sear's testimony.

5.Q. Does consideration of financial and institutional interests hamper the ability of a utility to make safety decisions or diminish the protection afforded to the public?

A. In making decisions about what actions should be taken to address a safety concern, a nuclear power plant owner is frequently faced with decisions that potentially affect both safety and financial interests. Sometimes these interests are in conflict, such as when a safety interest would require a power reduction or plant shutdown. Sometimes they are in agreement, such as when a concern about the safety of a particular situation results in changes which improve the reliability of the power plant. What matters is that the overriding emphasis is placed on safety interests in situations potentially affecting public health and safety without regard to cost. This emphasis<sup>is</sup> monitored by the NRC under its statutes and regulations and, as an independent organization, the NRC assures that public health and safety interests are the primary consideration. I cannot perceive of any difference in kind between a decision or action a utility may be called upon to take in the regular operation of a plant or in regard to onsite or offsite emergency response.

6.Q. How does the NRC ensure that safety interests are given the proper consideration by the licensee in favor of financial interest during plant operations?

A. The primary NRC mechanism to ensure that utilities properly account for safety interests during operational situations is the NRC's inspection and enforcement program. The purpose of this program is to protect public health and safety by ensuring that licensees comply with regulatory requirements. The NRC maintains a vigorous inspection program including onsite resident inspectors to monitor a licensee's activities on a daily basis. Because of the communication links and new requirements which have been established since the TMI accident, NRC Headquarters and Regional offices would be informed of an emergency situation and, if necessary, would quickly dispatch response teams to the plant site to monitor the performance of the utility to assure that appropriate actions are taken to mitigate the consequences of the event. The NRC Headquarters operations center and Regional response center would also be staffed to support the response effort.

7.Q. Do you think that utility/management employees may not recommend an appropriate protective action in a prompt manner because of a conflict with the utility's financial interest?

A. No. I think that if a potential problem situation were to occur at a nuclear power plant, the appropriate protective actions would be recommended and implemented whether or not the command and control positions were filled by trained utility or offsite personnel. Adequate and thorough training in understanding their responsibilities and duties in an emergency is the key to assuring that offsite command and control personnel make the proper decisions to protect the public health and safety. No matter who makes the offsite command and control decisions, these decisions will depend to a large extent on information about the status of the power plant and potential radioactive releases. This will be supplied by onsite utility employees according to the emergency plan and procedures. It is the information and recommendations provided by the onsite personnel that will affect offsite decisionmaking most significantly.

8.Q. Do you believe that it is essential that off-site command and control personnel be independent of LILCO because of the potential for conflict of interest?

A. No. I believe the rigorous NRC licensing, inspection and enforcement functions provide reasonable assurance that the utility operator will make appropriate decisions and recommendations in situations involving public health and safety. I am confident that the emergency organization established for Shoreham will function in an adequate manner.

SHELDON A. SCHWARTZ

Organization: Office of Inspection and Enforcement  
Title: Deputy Director  
Division of Emergency Preparedness and Engineering Response

Grade: ES-4

Education: B.S. Mechanical Engineering, Widener University, 1960  
Graduate courses at Drexel Institute of Technology and Sacramento State College.

Experience:

- 1983 - Present Deputy Director, Division of Emergency Preparedness and Engineering Response - Develops policy and procedures and maintains NRC capability to respond to incidents, events, and reported problems involving NRC licensees; identifies generic implications, communicates generic issues to licensees on a timely basis; develops policy and provides licensing reviews and safety evaluation reports for emergency preparedness at reactor licensee facilities; and assesses effectiveness and uniformity of Regional office implementation of the Division's program requirements.
- 1980 - 1982 Deputy Director, Division of Emergency Preparedness - Responsible for carrying out the Commission's regulatory program for assuring that adequate emergency preparedness was in place to protect the public health and safety in the event of an accident at a nuclear power plant. Concurrent with this responsibility was to assure that the Commission's response to an accident was timely and that appropriate resources were available to minimize the risk to the public. (NRC)
- 1/80 - 10/80 Detailed Acting Director, Radiological Emergency Preparedness Division - Carried out a number of tasks relating to upgrading of offsite radiological emergency preparedness around nuclear facilities. This detail was in direct response to the assignment by the President on December 7, 1979, of responsibility to FEMA for these activities. (FEMA)
- 1975 - 1979 Assistant Director for Program Development - Responsibilities were to participate in formulation of policies involving NRC/ State cooperation and liaison; develop and direct administrative and contractual programs for coordinating and integrating Federal and State regulatory activities; maintain liaison with and provide guidance and support to State, interstate, regional, and quasi-governmental organizations; NRC offices and other Government agencies on regulatory matters; monitor nuclear-related State legislative and regulatory activities; and plan, direct and coordinate activities of State Liaison Officers located in the five NRC Regional Offices. (NRC)

- 1972 - 1975 Special Assistant for State Liaison - Responsible for establishing a program for State Cooperative Efforts in the NRC regulatory program. (AEC)
- 1971 - 1972 Senior Consultant, California Legislature's Joint Committee Atomic Development and Space - Responsibilities were to maintain contact with pertinent public and private organizations in California, nationally and internationally, to insure that the Committee was kept informed of the latest development in the nuclear and aerospace fields; draft legislation and reports to the legislators with current factual information regarding nuclear and space related subjects; and recommend to the Committee the subject matter to be studied for legislative changes.
- 1963 - 1970 Designer, Project Manager, Program Manager, and Senior Engineer - Specifically involved in the design, fabrication and operation of ground based equipment for evaluating and testing solid, liquid and nuclear-powered rocket engines as well as in the Company's nuclear oriented new business programs. (ANSC)
- 1961 - 1963 Junior Engineer, Catalytic Construction Company - Design and specification of piping and equipment for chemical processing facilities.

#18-8-SueT 1

2 MR. BORDENICK: I have no further questions  
3 for the Staff witnesses, and they are now available for  
4 cross-examination.

5 JUDGE LAURENSEN: Mr. McMurray.

6 CROSS-EXAMINATION

7 BY MR. MC MURRAY:

INDEXXXX

8 Q Mr. Schwartz, who is Thomas Novak?

9 A (Witness Schwartz) Tom Novak is, I believe --  
10 I'm not sure what his title is, but I think he is either  
11 Assistant Director or a Branch Chief in the Office of  
12 Nuclear Reactor Regulation.

13 I see. He is Assistant Director for Licensing  
14 in the Office of Nuclear Reactor Regulation.

15 Q Are you aware that Mr. Novak was initially  
16 identified as the person who would be providing testimony  
17 on this issue?

18 MR. BORDENICK: I am going to object to the  
19 question. I don't know what relevance it has to Mr.  
20 Schwartz's testimony.

21 MR. MC MURRAY: Judge Laurenson, I think it is  
22 very probative to understand why Mr. Novak who was  
23 initially proffered was -- is no longer available and why  
24 Mr. Schwartz has been designated to take his place.

25 I think it goes to the background and we are  
trying to develop -- place this witness here.

#18-9-SueT1

JUDGE LAURENSEN: The objection is overruled.

2 WITNESS SCHWARTZ: Would you please repeat your  
3 question?

4 BY MR. MC MURRAY: (Continuing)

5 Q In short, Mr. Schwartz, why are you giving  
6 this testimony instead of Mr. Novak?

7 A The long and short of it is that the responsi-  
8 bility for the emergency preparedness program is in the  
9 Office of Inspection and Enforcement. And I'm offering  
10 this testimony because of that.

11 MR. BORDENICK: I will also proffer for the  
12 record, if it will expedite matters, I was the one who  
13 identified Mr. Novak as the witness. On reflection, as  
14 Mr. Schwartz has indicated, it was determined that since  
15 emergency planning was the responsibility of Mr. Schwartz's  
16 office that they would prepare the testimony.

17 You can pursue it further if you like, but  
18 that's the long and short of it.

19 MR. MC MURRAY: Thank you.

20 BY MR. MC MURRAY: (Continuing)

21 Q Did you review any draft testimony prepared by  
22 Mr. Novak or by his office?

23 A Yes.

24 Q Is that testimony we have before us today?

25 A No. I reviewed his testimony and did not adopt

#18-10-SueT

it as my own.

2 Q Why did you not adopt it as your own?

3 A Because I was not satisfied with it, and I would  
4 not adopt it as my own.

5 And I wrote this testimony and I am here to tell  
6 you that this is my testimony.

7 Q What was the substance of Mr. Novak's testimony?

8 MR. BORDENICK: I object to the question. I  
9 fail to see the relevance of it, given the answers that  
10 have been elicited.

11 MR. MC MURRAY: Judge Laurenson, I think it's  
12 important. This witness is here as a representative of  
13 the NRC. If there were internal contradictions within  
14 that organization or some sort of conflict over what the  
15 nature of the NRC's position should be, I think that  
16 should come to light.

17 JUDGE LAURENSEN: The objection is overruled.  
18 You may answer.

19 WITNESS SCHWARTZ: Well, at the time I saw the  
20 testimony -- and if you want a factual chronology of when  
21 I saw the testimony from Mr. Novak, it was probably three  
22 or four days, maybe five days, before this testimony was  
23 filed. At that time, somebody had made a decision that  
24 it was more appropriate that the Office of Inspection and  
25 Enforcement give testimony on this subject.



#18-11-SueIT

1 I reviewed what Mr. Novak had prepared, or was  
2 prepared for him. I was not comfortable with what was in  
3 there, and I changed and added and deleted and now offer  
4 this testimony as the NRC testimony on the subject.

5 BY MR. MC MURRAY: (Continuing)

6 Q Let me ask you this. Who made the decision that  
7 you should be substituted for Mr. Novak?

8 A I'm sorry. I do not know the answer to that.

9 Q Who informed you that you would be substituted  
10 for Mr. Novak?

11 A I was asked by Mr. Ed Reese, who is in the  
12 Office of the Executive Legal Director, if I would offer  
13 testimony in this hearing. And I agreed to do it.

14 Who made any decision about whether Mr. Novak  
15 would or would not appear before you here, I have no  
16 knowledge.

17 Q When Mr. Reese called you, had Mr. Novak's  
18 testimony already been prepared?

19 A Yes, it had.

20 Q Had Mr. Reese reviewed that testimony to the  
21 best of your knowledge?

22 A To the best of my knowledge, I have no idea.

23 Q Can you summarize the points made in Mr.  
24 Novak's testimony?

25 A I do not remember.

#18-12-Sue

Q You don't remember any of them?

A No.

Q Do you recall whether you thought it was consistent with your own testimony?

A I believe the conclusions reached in what I remember reading in Mr. Novak's testimony were the same conclusions that I would have drawn. They were just not phrased or presented in a manner that I was comfortable with.

Q How were they phrased?

A I'm sorry, I do not remember the individual details on each of the questions that were asked or not asked. He may have had a few more questions, a few less questions. I don't remember.

All I can tell you is that I'm comfortable with the testimony here. The conclusions that Mr. Novak drew are very similar and maybe even the same as the conclusions that I have drawn here.

Q Do you have Mr. Novak's testimony here today with you?

A No, I do not.

Q Do you know whether your counsel does?

A I do not.

Q Mr. Sears, do you have Mr. Novak's testimony with you?

#18-13-Sue

A (Witness Sears) No, sir.

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1           Q       As Deputy Director of the Division of Emergency  
2 Preparedness and Engineering Response, what are your duties  
3 and responsibilities, Mr. Schwartz?

4           A       Generally, the Division of Emergency Preparedness  
5 and Engineering Response, in order to describe what I do, I  
6 think I have to get into what the Division is responsible  
7 for.

8                   We have four branches. One is responsible for  
9 emergency preparedness, and that is the branch that Mr.  
10 Sears represents. We have a branch that is responsible  
11 for maintaining the agency response, called the Incident  
12 Response Branch, we have a branch that is responsible for  
13 Engineering in Generic Communications, and that branch is  
14 responsible for reviewing events at nuclear power plants,  
15 and analyzing them and preparing, as necessary, generic  
16 communications, either inspection enforcement, information  
17 notices, or bulletins to licensees to apprise them or to  
18 cause them to do certain things as a result of what we  
19 see as a generic event.

20                   Another branch is the Events Analysis Branch,  
21 and the Events Analysis Branch looks at the operational  
22 aspects of nuclear power facilities, reviews the daily  
23 events, and also houses the principal staff that maintains  
24 a twenty-four hour a day, seven day a week watch in the  
25 NRC operations center.

1 My duties are the same duties as the Director,  
2 and he and I share in the responsibilities for managing the  
3 branch. In his absence, I will act as the Director.

4 Q So you have responsibilities , or at least over-  
5 sight responsibilities in all of the areas which you have  
6 listed?

7 A That is correct.

8 Q Just because I didn't write it down fast enough,  
9 what is the part of your Division that Mr. Sears heads up,  
10 or represents?

11 A Mr. Sears represents the Emergency Preparedness  
12 Branch. I think that is correct, today. It used to be  
13 called, I guess, the Emergency Preparedness Licensing  
14 Branch. The Emergency Preparedness Branch has their  
15 responsibility to review all of the emergency response  
16 plans of nuclear power reactors prior to licensing.  
17 As well as other functions.

18 Q Have you reviewed the LILCO offsite plan?

19 A I am familiar with it, but I can't say that I  
20 have reviewed it in depth.

21 Q When you say you are familiar with it, you know  
22 it exists?

23 A I know it exists, and I have seen it, and I have  
24 a general idea of the concepts in that plan.

25 Q Is your general knowledge of the concepts gained

1 from reading that document, or from being told by Mr. Sears  
2 or someone else in your Division?

3 A Both.

4 Q Both. What have you read in the LILCO plan?

5 A I can't point to any particular section. I think  
6 in the front is the concept on how this plan will be implemented  
7 and staffed, and that is about the depth that I will discuss.

8 Mr. Sears is here, and Mr. Sears has, I believe  
9 -- and he can speak for himself -- has reviewed the LILCO  
10 Transition Plan, or the LERO, in depth and can testify to  
11 that.

12 Q Mr. Schwartz, would you say, then, that your  
13 actual review of the plan, that is reading the contents, is  
14 really limited to the couple of pages in the front of the  
15 plan that outlines the concept?

16 A Yeah. Essentially that. I say in the front  
17 of the plan, but I am not sure where it all is.

18 Q So, you don't really have a detailed familiarity  
19 with the LERO organization, or how -- and its component  
20 parts?

21 A That is correct; I do not.

22 Q You aren't really familiar with the various tasks  
23 to be performed by the LERO organization and the details of  
24 how those tasks are to be implemented? Is that correct?

25 A That is correct.

1                   If there is a copy of the plan, I will be happy  
2 to see it.

3           Q        It is too long for you to read now.

4           A        Okay.

5           Q        Is it part of your normal duties, Mr. Schwartz,  
6 to review offsite plans? When I say, 'you,' I am talking  
7 about you personally, not your Division.

8           A        No, not in my current roll would I review offsite  
9 plans.

10          Q        I assume that even from looking at the pages  
11 described in the concept of the LILCO Plan, you are aware  
12 of the fact that LILCO management personnel are going to be  
13 undertaking command and control of the response in the event  
14 of a radiological emergency at Shoreham?

15          A        That is my understanding.

16          Q        Have you met with any of the LILCO Directors --  
17 I am sorry, LERO Directors, or LILCO personnel?

18          A        I have not.

19          Q        Have you met with anybody representing LILCO's  
20 offsite emergency response organization?

21          A        I have not.

22          Q        You are aware of the Memorandum of Understanding  
23 between FEMA and the NRC are you not, Mr. Schwartz?

24          A        Yes, I am.

25          Q        That memorandum of understanding makes it FEMA's

19-5-Wal

1 province to actually review and evaluate offsite plans,  
2 isn't that correct?

3 A It is FEMA's responsibility to review and  
4 evaluate and provide findings and determinations to the  
5 Nuclear Regulatory Commission on offsite preparedness and  
6 plans.

7 Q Would you agree that is because FEMA is  
8 considered to have certain expertise in those -- in the  
9 matter of offsite training, or offsite response?

10 A Yes.

11 Q And you would agree with me, wouldn't you, that  
12 the NRC has the responsibility for reviewing onsite emergency  
13 response, isn't that correct?

14 A That is correct.

15 Q And preparedness?

16 A That is correct.

17 Q And you would agree, wouldn't you, that that  
18 distinction, division of responsibilities between FEMA and  
19 the NRC is as a result of the perceived expertise that FEMA  
20 has in the offsite area, and the -- on the other hand, the  
21 perceived expertise the NRC has on the onsite area, correct?

22 A If you are talking about in 1980 when the  
23 Memorandum of Understanding was put together, it was perceived  
24 at that time that FEMA, and the initial in the MOU was that  
25 FEMA had an expertise, and would have a better expertise as



1 they got on board.

2 And at that point in time, I was a member of a  
3 number of individuals from NRC who were detailed to FEMA  
4 to begin the FEMA program so they can develop the expertise,  
5 and there were two memorandum of understanding that prepared  
6 -- one early on in 1980, I don't remember the dates, which  
7 started the detail, and the second one, which is in effect  
8 currently.

9 Q Would you agree, Mr. Schwartz, that FEMA has  
10 greater degree of expertise in offsite radiological planning,  
11 radiological emergency response planning and preparedness than  
12 the NRC?

13 A I think FEMA in its overall responsibilities for  
14 offsite emergency preparedness, not only for nuclear power  
15 plants or other nuclear -- or other radiological areas, but  
16 in their overall dealing with State and local governments on  
17 other disasters and other hazards, yes. That is their  
18 business.

19 Q That is their business. And it is my understanding  
20 from hearing Mr. Dirkson -- you can tell me if your under-  
21 standing is different, that the NRC really doesn't have that  
22 expertise, and relies on FEMA for evaluation of offsite  
23 preparedness.

24 MR. BORDENICK: Judge Laurenson, I have been, I  
25 believe, quite patient in letting this line of questioning

1 develop, but I fail to see the relevance of the questioning  
2 that is taking place so far, and the questioning that I  
3 anticipate will take place with Mr. Schwartz's testimony.

4 MR. McMURRAY: Judge Laurenson, the Board has  
5 my cross plan. I will respond, if the Board thinks a  
6 response is necessary.

7 JUDGE LAURENSEN: I just observe that I think  
8 it goes to the question of the weight that would be given  
9 to this witness' testimony. Objection is overruled.

10 MR. McMURRAY: I think there is a question on  
11 the table. Do you recall it, or we can have it read back.

12 WITNESS SCHWARTZ: I don't think it is only  
13 in Mr. Dirks' view, but it is also in our regulations, and  
14 also by directive of the President, December 7, 1979, that  
15 FEMA would take the lead in offsite preparedness around  
16 nuclear power facilities.

17 BY MR. McMURRAY: (Continuing)

18 Q But isn't it also true that Mr. Dirks has  
19 recognized that internally the NRC just does not have  
20 much expertise on offsite preparedness?

21 A (Witness Schwartz) That is correct.

22 MR. BORDENICK: Mr. McMurray, I don't mean to  
23 interrupt you, but I wonder if Mr. Schwartz could move the  
24 microphone over and speak into it.

25 I think the reporter usually

1 speaks up when he can't hear. He, apparently, can hear,  
2 but I can't hear too well, so try to speak into the micro-  
3 phone.

4 BY MR. McMURRAY: (Continuing)

5 Q Mr. Schwartz, would you say that the NRC's  
6 mission is to regulate nuclear power and nuclear safety  
7 matters?

8 A (Witness Schwartz) Yes.

9 Q Okay. And why do you believe that mission has  
10 been given to a government agency?

11 A You want my opinion why Congress passed the 1954  
12 Atomic Energy Act, is that what you are asking me?

13 Q I think my question can be focused better. Why  
14 was that mission given to a government agency rather than  
15 leaving it up to the individual utilities to regulate  
16 themselves?

17 A I can only give you my own personal view, which  
18 is that this technology -- that Congress, in 1954, decided  
19 that this technology should be commercialized, and that  
20 it needed somebody to be sure that there are regulations  
21 put in place for the use of that technology, because it  
22 has interstate implications, that it should be at the Federal  
23 level. That is my own personal view.

24 Q That mission, though, was given to a government  
25 agency, not to the nuclear industry, correct?

1 A That is correct.

2 Q And you believe that that is partly because it  
3 was important not to leave safety matters solely to the  
4 individual utilities?

5 A I think at the time that Congress passed the  
6 law, that they were not really sure as to where it should  
7 be placed, and they decided it should be placed in the  
8 government.

9 The concept of self-regulation is just another  
10 matter, if that is what you are getting to.

11 Q My question was -- let me try and focus it  
12 a little bit better. Don't you agree that one purpose  
13 behind the development of the Atomic Energy Commission and  
14 then the NRC, was to create an independent agency which would  
15 not be subject to other interests other than the public health  
16 and safety in order to regulate nuclear power?

17 MR. BORDENICK; Judge Laurenson, I am going to  
18 renew my objection. We certainly haven't offered Mr.  
19 Schwartz as an expert on the legislative history of the  
20 Atomic Energy Act, and I -- that is all that these questions  
21 really are going to. They are very broad and philosophical-  
22 type questions, and I don't know how it is going to advance  
23 the inquiry before this Board, vis-a-vis, Contention 11.

24 JUDGE LAURENSON: I am afraid Contention 11 is  
25 pretty broad and philosophical, too. And it does involve

1 the question of whether or not the command and control can  
2 be effectively implemented by non-government personnel,  
3 specifically employees of the public utility company.

4 So, I think I see generally where Mr. McMurray  
5 is going with this. I think it is relevant to Contention 11  
6 in a very general fashion.

7 The objection is overruled.

8 BY MR. McMURRAY: (Continuing)

9 Q Do you recall the question?

10 A (Witness Schwartz) Would you please repeat it?

11 (Mr. McMurray nods to court reporter to

12 read back the last question.)

13 (The court reporter read the question back.)

14 A The answer is, 'yes.'

15 Q You consider yourself one of those regulators,  
16 correct?

17 A Yes, I do.

18 Q Are you allowed to own stock in a utility which  
19 you regulate?

20 A No.

21 Q Is that a matter of NRC policy?

22 A I am not sure whose policy it is, but we are  
23 not allowed to own any stock in any utility or any company  
24 that provides anything in -- I am not sure where it comes  
25 into our regulations, but it is a matter of -- I don't know,

19-11-Wal

1 Part I, or 2, or 3, of our regulations.

2 Q Do you understand the purpose for that regulation?

3 A Yes.

4 Q What is that?

5 A That if I am to make independent, unbiased

6 judgments on safety of -- on public health and safety with

7 respect to the use of nuclear materials, that if I had

8 any holdings in any of the companies that I was regulating,

9 my judgment would be perceived as faulty.

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Sim 20-1

1 Q Or in some cases, not referring to you, that  
2 interest could actually bias someone's decisions, correct?

3 A Yes.

4 Q Mr. Schwartz, let me refer you to page 2 of your  
5 testimony. There in the sentence you were correcting  
6 before you talk about this emphasis, and the emphasis you  
7 are talking about is the overriding emphasis placed on  
8 safety matters, is monitored by the NRC under its statutes  
9 and regulations. Do you see that?

10 A Yes, I do.

11 Q And your testimony appears to say that the NRC  
12 monitoring and its independent status assures that public  
13 health and safety interests are the primary consideration.  
14 Do you see that?

15 A Yes.

16 Q Would you explain what you mean by that sentence,  
17 please?

18 A Yes. Going back to some of the original  
19 discussions in the creation of the Nuclear Regulatory  
20 Commission and the framework as to the way we do our  
21 business, is that the Nuclear Regulatory Commission regulates  
22 and audits the industry.

23 The responsibility for having a safe operation  
24 is the licensee, the individual who holds the license from  
25 the Nuclear Regulatory Commission, and through the body

Sim 20-2

1 of regulation, through our inspections and through our  
2 enforcement program, that is the way the NRC assures that  
3 the licensees maintain that the public health and safety  
4 interests are their primary considerations. That is what  
5 I meant by that statement.

6 Q I think on page 3 you emphasize again that your  
7 primary mechanism to assure that utilities properly account  
8 for safety is the NRC's inspection and enforcement program,  
9 correct?

10 A That is correct.

11 Q In the third sentence you talk about onsite  
12 resident inspectors, the third sentence in Answer 6.

13 A Yes.

14 Q Are there onsite resident inspectors at every  
15 plant?

16 A Yes, there are.

17 Q All the time?

18 A No, only on shift basis on eight hours per day.  
19 I can't give you the details, but there is at least a  
20 resident at every site and on some sites there is more than  
21 one and it normally depends on the number of operating  
22 reactors on that particular site.

23 Q Who is the onsite resident inspector at Shoreham?

24 A I am sorry, I don't know his name.

25 Q But you are aware that there is an onsite



Sim 20-3

1 resident inspector at Shoreham, correct?

2 A Yes.

3 Q To your knowledge, has he reviewed the LILCO  
4 plan, and I am talking about the offsite plan?

5 A I do not know.

6 Q To your knowledge, has he reviewed any aspects  
7 of offsite preparedness for the LILCO plan?

8 A I do not know.

9 Q When you are talking about the vigorous inspection  
10 program which monitors a licensee's activities on a daily  
11 basis, what sort of activities are you talking about there  
12 which he monitors?

13 A The onsite inspector has a daily walkthrough to  
14 satisfy himself of the health of the facility. He will do  
15 that at different times of the day on his recognizance,  
16 whether it be on a back-shift or a day-shift, and he will  
17 go through the control room and other areas to satisfy himself  
18 that the plant is operating in a safe condition and that  
19 all of the regulatory requirements for that license are  
20 being met.

21 Q So he goes around and he looks at the hardware  
22 and talks to the personnel that are on site to make sure  
23 that everything is operating okay, correct?

24 A Yes, the hardware, the software and the individuals  
25 doing the work. He has a rigorous inspection module that

Sim 20-4

1 he follows and then there is also some of his time that  
2 is reserved to allow him to follow his nose to follow up  
3 on anything that looks like something he ought to look into.

4 Q As a normal course of his duties does an onsite  
5 resident inspector, to the best of your knowledge, review  
6 offsite preparedness matters?

7 A As far as I know, he would not.

8 Q Going back to the NRC's inspection and enforcement  
9 program, is the heart of that really the onsite resident  
10 inspector program, would you say?

11 A It is a combination of things. It is the onsite  
12 resident inspector program, as I mentioned, whether it is  
13 either one, two or a number of residents, and those peopl  
14 by the way are also on call at any time if there is anything  
15 untowards going on on the plant, and there is also regional  
16 offices that house inspectors in various crafts.

17 And during the construction phase you will have  
18 people who are expert in construction, in the various phases  
19 of construction go on site and do various types of inspections.

20 During the operation of a nuclear power plant,  
21 we will also have people on site as well carrying out the  
22 regular inspection programs that the NRC does on an annual  
23 basis at every nuclear power plant, and those are done by  
24 and large out of the regional offices.

25 Q You are saying the inspection and enforcement

Sim 20-5

1 program is pretty much run out of the regional offices?

2 A The individual inspections are run out of the  
3 regional offices with the programs and the scope of those  
4 inspections, and what we call the inspection modules and  
5 the policies established by the Office of Inspection and  
6 Enforcement in headquarters.

7 Q Do the regional offices in the course of their  
8 inspections review offsite preparedness matters to the  
9 best of your knowledge?

10 A The regional offices by and large will not. There  
11 is one individual that will. Under the system established  
12 by FEMA and that we are part of, is that they have what  
13 is called regional assistance committees in each of the  
14 ten standard federal regions, which I am sure you are  
15 familiar with.

16 And the NRC does have a representative on the  
17 regional assistance committees to review offsite plans and  
18 provide those comments to the RAC chairman which will  
19 eventually get embodied in the FEMA comments on a particular  
20 plan.

21 And, also, we will be there evaluating exercises  
22 as well as part of the regional assistance committees.

23 Q Isn't it true that the RAC committee members  
24 sort of divide up the plan according to their areas of  
25 expertise in conducting their review and evaluation?

Sim 20-6

1           A       The chairman of the RAC committee makes the  
2 assignments based on the expert'se and the agreed upon  
3 expertise of the individual federal agencies that are a part  
4 of the RAC. That is correct.

5           Q       So the NRC RAC member's review would not necessarily  
6 be a review of the total plan, correct?

7           A       That is correct.

8           Q       It would not necessarily be a review of all  
9 offsite preparedness matters, correct?

10          A       That is correct.

11          Q       Wouldn't it be fair to say that the review of the  
12 offsite plan would basically, and this is for the RAC, the  
13 NRC RAC member, would basically be with respect to how  
14 it dovetails with the onsite plan?

15          A       I am not sure of that.

16          Q       Mr. Schwartz, on page 4 of your testimony you  
17 state that, I guess the last sentence of Answer 7, that  
18 it is the information and recommendations provided by onsite  
19 personnel that will affect offsite decision-making most  
20 significantly. Do you see that sentence?

21          A       The last sentence in the first full paragraph?

22          Q       The last sentence of Answer 7.

23          A       Yes.

24          Q       Isn't it true that there could be a tendency  
25 on the part of a utility which was charged with the

Sim 20-7

1 responsibility to make protective action recommendations  
2 to down-play the seriousness of an accident in performing  
3 that job?

4 A No.

5 Q Are you familiar with the accident at TMI?

6 A Yes, I know about it.

7 Q Are you familiar with the Kemeny Commission's  
8 report on that accident?

9 A Is it the one you have placed in front of us  
10 here at the table?

11 Q First of all, you are familiar with the fact  
12 that there was a report, correct?

13 A Yes.

14 Q Have you reviewed at all that report?

15 A A long time ago.

16 Q Let me refer you to an excerpt from that report  
17 which I have put in front of you which consists of three  
18 pages, the first being the cover of the main volume of that  
19 report, which is entitled "The Report of the President's  
20 Commission on the Accident at Three Mile Island," and the  
21 second and third pages are pages 57 and 58 from that report.

22 Judge Laurenson, at this time I would like to  
23 mark this as a Suffolk County exhibit, and I have lost  
24 the number.

25 JUDGE LAURENSON: It would be No. 93.

Sim 20-8

1 MR. McMURRAY: Suffolk County Exhibit No. 93.

2 (The document referred to was  
3 marked Suffolk County Exhibit  
4 No. 93 for identification.)

5 BY MR. McMURRAY:

6 Q Mr. Sears, let me ask you also, are you familiar  
7 with the Kemeny Commission report?

8 A (Witness Sears) Yes, sir.

9 Q This report was developed after some extensive  
10 hearings and inquiry into the matter of the TMI accident;  
11 isn't that correct?

12 A Yes, sir.

13 Q Let me refer you to page 2 of the exhibit,  
14 gentlemen, with the heading "The Public's Right To Public  
15 Information."

16 A I have it.

17 Q Let me refer you, Mr. Schwartz, to Item No. 5,  
18 which refers to Met. Ed. Do you see that?

19 A (Witness Schwartz) Yes, I do.

20 Q Do you see there where it says that Med. Ed.'s  
21 handling of information during the first three days of the  
22 accident resulted in loss of its credibility as an information  
23 source with state and local officials as well as with the  
24 news media. Part of the problem was that the utility was  
25 slow to confirm pessimistic news about the accident. Do

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1 you see that?

2 A Yes, I do.

3 Q Do you agree with that finding, or do you have  
4 any reason to disagree with this finding?

5 A At the time it was written I do not have any  
6 reason to disagree with it.

7 Q So it is a fair statement of what happened at  
8 TMI, correct?

9 A I believe it is. I am not sure really whether  
10 this is the final report or not, because on the front cover  
11 of the page that I have it says "Advanced Copy." So I am  
12 not sure whether I am looking at the final report of the  
13 Kemeny Commission or not.

14 Q I am sure your counsel can look into that.

15 Why do you believe that the utility was slow  
16 to confirm pessimistic news about the accident at TMI?

17 A I have no idea.

18 Q Have you looked into that at all?

19 A I have looked into it from the point of view  
20 that since the accident at Three Mile Island we have put into  
21 place a new body of regulations requirements as well as  
22 guidance documents that deal specifically with this particular  
23 issue as well as a number of other issues relating to the  
24 licensee actions in the face of an event at his facility.

25 Those regulations are embodied in 50.47, 50.54

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2 and Appendix E to Part 50 of Title X of the Code of  
3 Federal Regulations.

4 Q Mr. Schwartz, what is it about those regulations  
5 which -- and I assume your testimony is that because of  
6 those regulations that a utility giving public information  
7 would no longer be slow to confirm pessimistic news about  
8 an accident; is that correct?

9 A I can't guarantee that the utility is going to  
10 do it, but I have reasonable assurance that based on the  
11 improvements in the plans, the assessments that have been  
12 done on site by the Nuclear Regulatory Commission two  
13 times over the last two years, as well as the witnessing  
14 of exercises at all of the facilities, at least three  
15 rounds of exercises in '84 in some cases, that, yes, I  
16 do have reasonable assurance that things are better and that  
17 the utilities would not be slow.

18 We went down this road hand in glove with the  
19 Federal Emergency Management Agency so that we wouldn't have  
20 this credibility gap between, or we attempted not to have  
21 the credibility gap between the licensee and the offsite  
22 authorities. And our regulations and FEMA's 44 CFR 350  
23 runs to that notion that we were trying to, and we are  
24 trying to and continue to try to make sure that the licensee  
25 and the offsite authorities maintain a dialogue in non-  
emergency situations so that when an emergency does happen



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1 that we would not find ourselves in that situation again.

2 Q Let me go back to a statement you made earlier.  
3 You say because of the regulations things are better, correct?  
4 Is that basically what you said?

5 A If I said that, it is because of regulation and  
6 the implementation of the regulation by the Nuclear Regulatory  
7 Commission.

8 Q When you say things are better, you are talking  
9 about the overall state of preparedness, correct?

10 A That is correct.

11 Q Let me focus on the issue of a utility's failure  
12 or slowness to confirm pessimistic news about an accident.  
13 What specific regulation or guidance leads you to believe  
14 that a utility would not be so slow to confirm pessimistic  
15 news about an accident?

16 A In Appendix E to the regulations the licensees  
17 are required to notify state and local officials within  
18 15 minutes of an event, and I will say event advisedly, of  
19 a potential for an event and we have established that in  
20 our regulations.

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1           In addition to that, we have seen those  
2 judgments made in that time frame, at exercises. In  
3 addition, we also have embodied in the regulations -- I  
4 believe it is effective around the first of January of  
5 1984, a new Part 5072, which lays out reporting requirements  
6 for licensees.

7           And if I can paraphrase from those regulations,  
8 it says that in any of the events classified in the utilities  
9 plan, and the emergency notifications in the utilities  
10 plan, and those are notification of unusual event, alert,  
11 site area emergency, and general emergency, that the utility  
12 will notify the state and locals immediately, and then will  
13 notify the NRC , immediately following that notification  
14 of the state and locals, but no later than one hour.

15           It is in the regulation.

16           Q       The first regulation you pointed to was the  
17 requirement that a licensee notify state and local officials  
18 within about fifteen minutes of an event, correct?

19           A       That is correct.

20           Q       Are you aware that the Kemeny Commission found  
21 that the utility notified local officials promptly when the  
22 TMI accident occurred?

23           A       No, I am not.

24           Q       Would you agree with that?

25           A       I don't know whether it happened or not.

1 Q Would you agree that the -- I am sorry.

2 A I was going to say I think I also said that within  
3 that time frame, it is not only the timing of the communication,  
4 but it is also the quality of the communication. What is  
5 he telling the State and local officials?

6 Q The regulation does not cover the quality of the  
7 notification, does it?

8 A Yes. It covers whether it is an unusual event,  
9 a site area emergency, an alert, general emergency, and  
10 there is further definition of that as referred to in the  
11 regulations, in NUREG 0654, FEMA REP 1, which is a joint  
12 NRC/FEMA document.

13 Q With respect to this notification of State and  
14 local officials, that is distinct from notification of the  
15 public, isn't that correct?

16 A That is correct.

17 Q And, as a matter of fact, the regulations don't  
18 specify that the public -- well, that the utility must  
19 notify the public within fifteen minutes of an event,  
20 correct?

21 A I believe that somewhere in the regulation, I  
22 can't cite it exactly, that there are words in there that  
23 says there are really thirty minutes from the time that  
24 the concept -- the concept is, there is thirty minutes  
25 from the time that the utility recognizes that there is

1 something going on, to the time that the public ought to be  
2 notified, and that is described somewhere in my two separate  
3 fifteen minute periods where the licensee has fifteen minutes  
4 to categorize the event and notify the offsite authorities,  
5 and then the offsite authorities have another fifteen minutes  
6 to make their judgment as to whether evacuation or other  
7 protective measures are necessary, and to make those notification  
8 using the alert notification system that is currently  
9 installed.

10 Q With respect to that second fifteen minute period,  
11 that is only triggered if, in fact, there is a decision to  
12 recommend a protective action, correct?

13 A Yes, and that would be part of the initial  
14 recommendation of the licensee to the offsite authorities.

15 Q So, you would agree then, wouldn't you, that  
16 the regulation would not necessarily tend to speed up the  
17 determination of whether or not protective action was required.

18 A I am not sure. Speed up from what?

19 Q From the possible tendency to downplay pessimistic  
20 news about an accident.

21 A The regulation is designed to cause the utility  
22 to notify the State and locals within a certain period of  
23 time, and the fifteen minutes is an outside number. Certainly  
24 we would look to the utilities and the state and local  
25 officials to make these judgments as fast as possible.

1 Q Let me go at it this way, Mr. Schwartz.

2 A Okay.

3 Q The notification from the utility to the State  
4 and local officials, I believe we have already established  
5 is not public notification, correct?

6 A The initial notification is not public  
7 notification, that is correct.

8 Q And what it is is basically notification that  
9 there is an event, and that the event is classified as  
10 one of the four classifications, correct?

11 A Yes. And if it is one of the four classifications,  
12 the utility would give their recommendation to the offsite  
13 authorities protective action if there is any necessary.

14 Q Then once the offsite authorities receive that  
15 information, they have to consider whether or not protective  
16 actions are warranted, correct?

17 A Yes, taking into consideration the recommendation  
18 from the licensee.

19 Q And there is no time specified for how long they  
20 are permitted to chew on this matter, correct? What I am  
21 getting at, is isn't it true that the second fifteen minute  
22 period is not triggered until they determine that a protective  
23 action recommendation will be made to the public.

24 A I have interpreted the regulations to mean that  
25 the fifteen minute period starts when they are notified by

1 the utility that protective action is warranted.

2 Q After the public has been notified, Mr. Schwartz,  
3 you are aware that under the LILCO plan the utility will  
4 continue to advise the public about the nature of the  
5 accident, and whether or not further public actions are  
6 recommended. Are you aware of that?

7 A No, I am not.

8 Q You are not?

9 A No.

10 Q Who do you think does that, under the LILCO  
11 plan?

12 A I presume it is the licensee that would do that.

13 Q Now, what regulation gives you reason to believe  
14 that after that initial contact is made with the public, that  
15 the utility would not be slow to confirm pessimistic news  
16 about an accident?

17 A Only their performance during an exercise, or  
18 during an event, and that is the judgment at that point in  
19 time.

20 Q There has not been a Shoreham exercise yet,  
21 correct?

22 A Not as far as I know.

23 Q So you can't make any judgment about whether  
24 or not LILCO would perform promptly or not promptly, or  
25 would delay, correct?

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A That is correct.

MR. McMURRAY: Judge Laurenson, I still have about an hour left. This is a good breaking point for me. It is six o'clock.

JUDGE LAURENSEN: All right. Let's go off the record for a minute just to review the schedule for tomorrow.

(Off the record discussion ensues.)

JUDGE LAURENSEN: We will resume at nine tomorrow morning, then.

(Whereupon, at 5:59 p.m., the hearing was adjourned, to reconvene at 9:00 a.m., Thursday, August 23, 1984.)

\* \* \* \* \*

CERTIFICATE OF PROCEEDINGS

This is to certify that the attached proceedings before the  
NRC COMMISSION

In the matter of: LONG ISLAND LIGHTING COMPANY

Date of Proceeding: Wednesday, August 22, 1984

Place of Proceeding: Hauppauge, New York

were held as herein appears, and that this is the original  
transcript for the file of the Commission.

GARRETT J. WALSH, JR.

Official Reporter - Typed

*Garrett J. Walsh, Jr.*  
Official Reporter - Signature

MYRTLE H. TRAYLOR

Official Reporter - Typed

*Myrtle H. Traylor*  
Official Reporter - Signature

MARY SIMONS

Official Reporter - Typed

*Mary C. Simons*  
Official Reporter - Signature