

ORIGINAL
UNITED STATES
NUCLEAR REGULATORY COMMISSION

IN THE MATTER OF:

PHILADELPHIA ELECTRIC COMPANY
(Limerick Generating Station,
Units 1 and 2)

DOCKET NO:

50-352-OL
50-353-OL

LOCATION: PHILADELPHIA, PENNSYLVANIA

PAGES: 12,843 - 13,079

DATE: TUESDAY, NOVEMBER 20, 1984

TR. 01/01

turn Orig to E. Pleasant
1121-H St.

Add'l to ASLBP - 439 EW/W

ACE-FEDERAL REPORTERS, INC.

Official Reporters
444 North Capitol Street
Washington, D.C. 20001
(202) 347-3700

8411270256 841120
PDR ADOCK 05000352
T PDR

NATIONWIDE COVERAGE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

- - -

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

- - -

In the Matter of:]	
]	
PHILADELPHIA ELECTRIC COMPANY]	Locket Nos. 50-352-OL
(Limerick Generating Station,]	50-353-OL
Units 1 and 2)]	

Old Customs Courtroom
U.S. Customs House
2nd and Chestnut Streets
Philadelphia, Pennsylvania

Tuesday, November 20, 1984

The hearing in the above-entitled matter convened,
pursuant to recess, at 9:37 a.m.

BEFORE:

- HELEN F. HOYT, ESQ., Chairwoman
Atomic Safety and Licensing Board
- DR. RICHARD F. COLE, Member
Atomic Safety and Licensing Board
- DR. JERRY HARBOUR, ESQ., Member
Atomic Safety and Licensing Board

mra2

1 APPEARANCES:

2 On behalf of Philadelphia Electric Company:

3 TROY B. CONNER, JR., ESQ.
4 NILS N. NICHOLS, ESQ.
5 ROBERT M. RADER, ESQ.
6 Conner & Wetterhahn, P.C.
7 1747 Pennsylvania Avenue, N.W.
8 Washington, D.C. 20006

9 On behalf of Limerick Ecology Action:

10 PHYLLIS ZITZER, President
11 SUZANNE B. ERCOLE, FSQ.
12 DAVID STONE
13 ROBERT ANTHONY
14 Limerick Ecology Action
15 Box 761
16 Pottstown, Pennsylvania 19464

17 On behalf of the Commonwealth of Pennsylvania:

18 ZORI FERKIN, ESQ.
19 Governor's Energy Council
20 Post Office Box 8010
21 1625 Front Street
22 Harrisburg, Pennsylvania 17105

23 On behalf of Pennsylvania Emergency Management Agency:

24 RALPH HIPPERT,
25 B-151
Transportation and Safety Building
Harrisburg, Pennsylvania 17120

26 On behalf of the City of Philadelphia:

27 MARTHA BUSH, ESQ.
28 Municipal Services Building
29 15th and JFK Blvd.
30 Philadelphia, Pennsylvania 19107

31 On behalf of Friends of the Earth, and pro se:

32 ROBERT ANTHONY
33 P.O. Box 186
34 103 Vernon Lane
35 Moylan, Pennsylvania 19065

mm3

1 APPEARANCES: (Continued.)

2 On behalf of the Federal Emergency Management Agency:3 MICHAEL HIRSCH, ESQ.
4 Associate General Counsel
5 FEMA
6 Room 840
7 500 "C" Street, S.W.
8 Washington, D.C. 204729 On behalf of the NRC Staff:10 NATHENE WRIGHT, ESQ.
11 DONALD F. HASSELL, ESQ.
12 Office of the Executive Legal Director
13 U.S. Nuclear Regulatory Commission
14 Washington, D.C. 20555
15
16
17
18
19
20
21
22
23
24
25

nations

C O N T E N T S

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

<u>WITNESSES:</u>	<u>Direct</u>	<u>Cross</u>	<u>Examination</u> <u>Redirect</u>	<u>Recross</u>
-------------------	---------------	--------------	---------------------------------------	----------------

Robert Bradshaw]
]
John Cunningham]
]
Robin Hoffman Wenger]

By Ms. Ercole (cont'd) 12,850

EXHIBITS

<u>NUMBER</u>		<u>marked for</u> <u>identification</u>	<u>received in</u> <u>evidence</u>
LEA E-1		12,876	---
LEA E-2		12,876	---
LEA E-3		12,901	---
LEA E-4		12,962	---

RECESSES

Morning recess		12,878
Noon recess		12,936
Afternoon recess		13,000

INSERTS

Applicants Exhibits Emergency Plans		12,848
-------------------------------------	--	--------

1 JUDGE HOYT: The hearing will come to order. Let
2 the record reflect that the parties to this hearing who were
3 present in the hearing room are again present, that the
4 witnesses have taken their place on the witness stand. I
5 will remind the witnesses that you have taken an oath yesterday
6 with us and that you are still under that oath in the testimony
7 today.

8 Do we have any preliminary matters to discuss?

9 MR. RADER: Yes, Judge Hoyt. The Board will recall
10 that yesterday there was a discussion of certain items on
11 the applicant's exhibit list which had been submitted to the
12 Board and parties and incorporated into the record. We made
13 a commitment at that time that the applicant's witnesses would
14 review the record to insure that the list was fully accurate.

15 As a result of that review, we have now prepared a
16 revised exhibit list which we have served upon the parties
17 and we now propose to give a copy to the Board and ask that it
18 be enclosed in the record and substituted at this point for
19 the original version.

20 Additionally, as a result of that review I believe
21 one of the panel members wishes to amend his testimony regarding
22 certain information as to the status of the Downington School
23 District Plan.

24 JUDGE HOYT: The substitution described by counsel
25 will be made into the record. The reporter is so directed.

1 The substituted plan has been distributed to all the parties,
2 am I correct in that, sir?

3 MR. RADER: That is correct. The exhibit list has
4 been distributed to the parties and copies provided to the
5 reporter.

6 JUDGE HOYT: Do you have copies for each of my
7 colleagues?

8 MR. RADER: I thought I had 15 and all of a sudden
9 I seem to have just one left.

10 JUDGE HOYT: Perhaps it may be of more benefit to the
11 hearing if the witnesses have the copies than if the Board. I
12 will be happy to share mine with the Board up here. Will
13 this be the new exhibit E-62?

14 MR. RADER: I don't believe we gave the exhibit list
15 a number as such, Your Honor. I think it was simply bound
16 in the transcript.

17 JUDGE HOYT: Very well.

18 MR. RADER: This was provided as a reference rather
19 than an evidentiary exhibit as such.

20 JUDGE HOYT: Thank you.

21 (Applicant's exhibits emergency plans follows:)

22

23

24

25

INSERT

APPLICANT'S EXHIBITS
EMERGENCY PLANS

<u>Risk County</u>	<u>Draft No.</u>	<u>Date</u>
1. Berks County	6	10/84
2. Chester County	9	9/84
3. Montgomery County	7	10/84

Support County

4. Bucks County	(Final Draft)	10/84
5. Lehigh County	(Final Draft)	9/84

Municipalities

Montgomery County

6. Collegeville Borough	6	9/84
7. Douglass Township	6	9/84
8. Green Lane Borough	6	9/84
9. Limerick Township	6	9/84
10. Lower Frederick Township	6	9/84
11. Lower Pottsgrove Township	6	9/84
12. Lower Providence Township	6	9/84
13. Lower Salford Township (part)	6	9/84
14. Marlborough Township (part)	6	9/84
15. New Hanover Township	6	9/84
16. Perkiomen Township	6	9/84
17. Pottstown Borough	6	9/84
18. Royersford Borough	6	9/84
19. Schwenksville Borough	6	9/84
20. Skippack Township	6	9/84
21. Trappe Borough	6	9/84
22. Upper Frederick Township	6	9/84
23. Upper Pottsgrove Township	6	9/84
24. Upper Providence Township	6	9/84
25. Upper Salford Township	6	9/84
26. West Pottsgrove Township	6	9/84

Chester County

27. Charlestown Township	6	9/84
28. East Coventry Township	6	9/84
29. East Nantmeal Township	6	9/84
30. East Pikeland Township	6	9/84
31. East Vincent Township	6	9/84

32.	North Coventry Township	6	9/84
33.	Phoenixville Borough	6	9/84
34.	Schuylkill Township	6	9/84
35.	South Coventry Township	5	5/84
36.	Spring City Borough	6	9/84
37.	Upper Uwchlan Township	7	9/84
38.	Uwchlan Township	2	9/84
39.	Warwick Township	6	9/84
40.	West Pikeland Township	7	9/84
41.	West Vincent Township	6	9/84

Berks County

42.	Amity Township	6	9/84
43.	Boyertown Borough	6	9/84
44.	Colebrookdale Township	6	9/84
45.	Douglass Township	6	9/84
46.	Earl Township	7	9/84
47.	Union Township	6	9/84
48.	Washington Township	6	9/84

School Districts

Berks County

49.	Boyertown Area	4	9/84
50.	Daniel Boone Area	4	9/84

Chester County

51.	Downingtown Area	Rev. 0	10/84
52.	Great Valley	4	11/83
53.	Owen J. Roberts	7	10/84 (issued)
54.	Phoenixville Area	5	10/84

Montgomery County

55.	Methacton	3	11/83
56.	Perkiomen Valley	Rev. 0	9/83
57.	Pottstown	5	9/84
58.	Pottsgrove	4	11/83
59.	Souderton Area	4	11/84
60.	Spring Ford Area	3	11/83
61.	Upper Perkiomen	4	11/84

1 MR. RADER: Now if Mr. Cunningham may amend his
2 testimony regarding that particular school plan as a result
3 of his review last evening.

4 JUDGE HOYT: Ms. Ercole, I am going to interrupt your
5 cross-examination or at least delay the beginning of it until
6 this revision of the testimony. I think it will be more helpful
7 to the hearing.

8 MS. ERCOLE: I have no objection to the qualification
9 at all.

10 JUDGE HOYT: Thank you.

11 Whereupon,

12 ROBERT BRADSHAW,

13 JOHN CUNNINGTON,

14 and

15 ROBIN HOFFMAN WENGER

16 having been previously called as witnesses for the Applicants,
17 and having been previously duly sworn, continued to be
18 examined and continued to testify as follows:

19 MR. RADER: Mr. Cunningham, do you wish to amend your
20 testimony regarding the status of the Downingtown School
21 District Plan?

22 WITNESS CUNNINGTON: Yes. The Downingtown School
23 District Plan that has been provided for admission and that I
24 testified to yesterday is revision zero dated October of 1984
25 and it was approved by the school district on February 8, 1984.

1 JUDGE HOYT: Does that complete the corrections?

2 MR. RADER: That is it, yes.

3 JUDGE HOYT: Very well. Now Ms. Ercole, if you wish
4 to begin your cross-examination or pick-up on your cross-
5 examination of last evening.

6 CONTINUED CROSS-EXAMINATION

7 BY MS. ERCOLE:

8 Q With regard, Mr. Cunnington, to the clarification
9 that you just made, is there any other change in your
10 testimony that the Downingtown School District has approved
11 its plan subject to certain future revisions being made?

12 A (Witness Cunnington) No, ma'am.

13 Q So it is your testimony then that all of the
14 revisions have been made on the plan and they have accepted
15 it as written?

16 A I believe I just testified that they approved the
17 plan on February 8, 1984 and yesterday I indicated that all
18 plans can have revisions even after approval.

19 Q My question is with regard to the Downingtown area
20 school district plan, you have indicated that they have approved
21 that plan. Have they indicated to you that there are also
22 further revisions that they are requesting?

23 A They have not indicated to me any substantive
24 revisions to the plan.

25 Q When you say "me," I am also asking you collectively

1 as a representative of Energy Consultants?

2 A. Yes. They have not indicated any substantive
3 revisions. I believe that they are and do participate in a
4 process of updating the data and information in that plan
5 on a yearly basis.

6 A. (Witness Bradshaw) If I may add something, please.
7 Ms. Ercole, you seem to be under the misinterpretation that
8 once a plan is approved that no further changes are possible.
9 Plans provide for an annual revision process. Not only that,
10 but at any time the school district would perceive a need
11 to revise information, it can be added and that is essentially
12 what is happening with the Downingtown School District.

13 Q. Mr. Bradshaw, that was not my misapprehension. It
14 was based upon a characterization of your testimony yesterday
15 that the Downingtown School District plan was adopted and
16 accepted subject to certain future revisions being made
17 and you did not characterize it as being an evolving type of
18 revision that they sought.

19 MR. RADER: I object, Your Honor. Counsel is arguing
20 with the witness and I ask that counsel's comments be stricken.

21 JUDGE HOYT: We will not strike the comments,
22 however, counsel, you are instructed to put your words in the
23 form of questions to the witness.

24 MS. ERCOLE: Very well.

25 BY MS. ERCOLE: (Resuming)

1 Q With regard to your qualifications, you have
2 indicated in your testimony that Energy Consultants has had
3 extensive experience in preparing emergency response organiza-
4 tions to manage radiological emergencies. Were any of these
5 services provided in Pennsylvania and, if so, which of the
6 four fixed nuclear facility sights were you involved with?

7 A (Witness Bradshaw) Energy Consultants has provided
8 both on-sight and off-site planning, training, exercise and
9 drill preparation services for the Beaver Valley Power Station.
10 As we indicated yesterday we have provided planning assistance
11 to the Berwick Hospital with regard to the Susquehanna Steam
12 Electric Station in addition to those services presently
13 underway at Limerick.

14 Q Is it fair to say that your work with Susquehanna
15 has involved just the planning procedures for Berwick Hospital?

16 A That's correct.

17 Q With regard to the Beaver Valley Power Plant, have you
18 drafted full scale emergency plans for that facility?

19 A Yes, we have. We have assisted the Beaver County
20 Emergency Management Agency with the County Plan. We have
21 assisted 27 municipalities and several school districts.

22 Q When you say you assisted with regard to the Beaver
23 Valley power plant, are you referring to the same type of
24 assistance that you have indicated you have provided for the
25 Limerick Generating Station?

1 A Yes.

2 Q With regard to Beaver Valley, where is that located?

3 A It is in Beaver County, Pennsylvania.

4 Q Is it fair to say that the planning process that was
5 invoked for Beaver Valley was not as comprehensive as that
6 that has been involved with the Limerick Generating Station?

7 A No. I would not agree.

8 Q With regard to the population congestion as far as
9 Beaver Valley is concerned, is that a more or less densely
10 populated area than Limerick?

11 MR. RADER: Objection. That is irrelevant. I think
12 the population density has nothing to do whatsoever with
13 planning standards or planning criteria.

14 MS. ERCOLE: May it please the Board?

15 JUDGE HOYT: Proceed.

16 MS. ERCOLE: In their testimony which they have
17 offered, they have indicated about their extensive experience
18 in preparing emergency response plans and they have specifically
19 referred to Beaver Valley. I think if there are and I will not
20 go in for hours or anything like that, but if there are certain
21 similarities or differences between Limerick and Beaver Valley,
22 I think that should be pointed out in terms of the depth of
23 their planning experience. They have offered themselves as
24 experts on behalf of the applicant.

25 JUDGE HOYT: Within that limited area, your objection

1 is overruled, sir.

2 BY MS. ERCOLE: (Resuming)

3 Q Is it fair to say that the emergency planning zone
4 surrounding the Beaver Valley Power Plant is not as dense
5 as that with regard to the Limerick Generating Station?

6 A. (Witness Bradshaw) It is fair to say that the
7 population of the Beaver County EPZ is less than that of
8 Limerick. The same federal and state planning guidelines
9 pertain however and the plans are generally the same.

10 Q With regard to the municipalities that you have had
11 to work with surrounding the Beaver Valley Power Plant, those
12 municipalities have had a fewer or smaller population than
13 those municipalities around Limerick, is that correct?

14 A. As I am sure you are aware, the population density
15 varies throughout the municipalities in the Limerick EPZ also.
16 Some of those would have the same populations as those as
17 similar populations as those at Beaver Valley.

18 Q The general population around Beaver Valley is much
19 less dense than that around Limerick, is that correct?

20 MR. RADER: Objection, asked and answered.

21 JUDGE HOYT: Overruled. Go ahead.

22 BY MS. ERCOLE: (Resuming)

23 Q Is that correct?

24 A. I believe I have previously indicated that the popula-
25 tion is less, yes.

1 Q With regard to the number of school districts
2 surrounding the ten-mile radius of Beaver Valley, that is
3 fewer number of school districts, isn't that correct?

4 A I do not know.

5 Q With regard to the questions of road access and
6 traffic congestion, is it fair to say that there was less
7 traffic related and congestion problems surrounding Beaver
8 Valley than there is for the Limerick Generating Station?

9 A I could not confirm that.

end#1

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

CR 21010
TAKE 2
PAGE 1

1 Q Are you saying that you cannot confirm
2 that because you were not involved in that aspect of the
3 emergency planning, or you are not one of the people
4 from your group that was involved in that?

5 MR. RADER: Judge Hoyt, may it be understood,
6 I have a continuing objection to this line of
7 questioning on the basis of the criteria standards under
8 NUREG 0654 as well as the Commission's regulations under
9 Part 50.47. I think it is quite clear that
10 those standards and criteria obtain regardless of what
11 the particular demographics of a particular EPZ may be.

12 To my knowledge, the only area in which demography
13 is to be considered is in developing the size of the
14 EPZ plus or minus a small amount outside of the ten-mile
15 zone.

16 I believe this entire line of questioning is
17 irregular.

18 MS. ERCOLE: That was my last question on
19 that issue; if I could just have a response, I will
20 move on.

21 JUDGE HOYT: I think so.

22 MS. ERCOLE: Could you just answer my
23 question?

24 JUDGE HOYT: This will be the last one.

25 BY MS. ERCOLE:

1 Q With regard to the differences for Beaver
2 Valley --

3 A Yes, ma'am.

4 Could you please repeat that question?

5 Q Is the fact that you cannot testify today
6 in terms of what the qualitative and quantitative
7 differences were for the traffic problems and number of
8 school districts and population density for Beaver Valley
9 is because you personally did not work on it?

10 A Yes. That is a different question. The
11 qualitative, there is no qualitative difference.

12 Q In terms of the quantitative questions that I had
13 asked you, is it because you did not work on Beaver Valley?

14 A Because I personally did not work, yes, on that
15 aspect of Beaver Valley.

16 Q In response to --

17 The testimony that has been filed by
18 Energy Consultants indicated that the Energy Consultants
19 had drafted prototype municipal and school district
20 plans for PEMA's review and comment.

21 My question to Mr. Cunningham is, were
22 you one of the architects that had drafted that prototype
23 municipal and school district plan that was submitted to
24 PEMA for review?

25 A (Witness Cunningham) I believe I testified

1 that I was one of the authors of the school district
2 plan. I did not participate in drafting the municipal
3 plan.

4 Q And the name of the individual who did?

5 JUDGE HOYT: Just a moment, counsel.

6 Would you please, sir, bring that microphone
7 closer to you.

8 WITNESS CUNNINGTON: Yes, ma'am.

9 JUDGE HOYT: We are having problems hearing
10 you sometimes up here.

11 WITNESS CUNNINGTON: Would you like me to
12 repeat the answer?

13 JUDGE HOYT: Yes, if you will.

14 WITNESS CUNNINGTON: I believe I stated
15 in my testimony yesterday that I was one of the authors
16 of the school district prototype, but I did not
17 participate in the authorship of the municipal
18 plan prototype.

19 BY MS. ERCOLE:

20 Q The person who was the author of that was --
21 is whom?

22 A (Witness Bradshaw) That person would be
23 Ron Deck.

24 JUDGE HOYT: Would you spell that, please?

25 WITNESS BRADSHAW: D-e-c-k.

HEMLOCK
BY MS. ERCOLE:

1
2 Q You had indicated in your testimony that that was
3 based on a standard that was approved by PEMA and my
4 question to you is, when you had submitted this
5 prototype for the municipal and the school district plans
6 to PEMA, was there an inclusion in that of a day care
7 plan?

8 A No, there was not. That was a municipal
9 and school district draft plan.

10 Q And within the concerns of the municipal and the
11 school district plans or within the parameters of those
12 plans, did you submit anything on day care to PEMA?

13 A Not specifically, no. Day care center
14 considerations would come generally under the consideration
15 of special facilities in the municipal plans which may
16 hit on any number of such organizations.

17 Q So it is fair to say that the county plan format
18 that is alluded to in your testimony on page 4 as having
19 been approved by PEMA at that time did not include any day
20 care plan; is that correct?

21 A The county plan format was one which was
22 developed by PEAM and which was utilized at Limerick.

23 Q My question to you was, all I wanted to know is,
24 did it include the day care?

25 A No, it did not.

1 Q Okay.

2 You had indicated that the -- I had
3 alluded to this briefly yesterday -- that you had
4 developed what you had characterized as a close working
5 relationship with the counties, municipal, and the
6 school emergency planning personnel in quote refining
7 these particular plans.

8 Is that an accurate statement of what your
9 testimony is?

10 A Yes, it is.

11 Q In that regard, what services were provided
12 in PECO's name to the school districts?

13 A I wouldn't say that any services were provided
14 in PECO's name. We represented ourselves as Energy Consul-
15 tants under contract with Philadelphia Electric.

16 Q And what, if anything, did you provide in the
17 way of services to them as a company retained by
18 PECO?

19 A We provided our expertise and assistance in
20 developing the draft plans. There have been hundreds --

21 Q What did you mean by that?

22 MR. RADER: Objection. Counsel is interrupting
23 the witness.

24 MS. ERCOLE: I apologize.

25 JUDGE HOYT: Very well, counsel.

1 Proceed.

2 WITNESS BRADSHAW: The planning process has
3 involved Energy Consultants providing assistance in
4 developing the draft plans through numerous revisions.
5 This has involved the process which has included hundreds
6 of meetings, thousands of pieces of correspondence exchanged
7 by the parties to the point where we are today.

8 BY MS. ERCOLE:

9 Q You have offered training?

10 A We have also offered training, yes.

11 Q Have you offered equipment to the school
12 districts?

13 A The equipment program has not been offered
14 through Energy Consultants.

15 Q So is it fair to say that as representatives
16 of Energy Consultants that you nor none of your
17 representatives have made promises to any of the school
18 districts that certain equipment would be offered to them?

19 A That would not be accurate, no, because
20 we have met with the school districts and municipalities
21 with regard to the equipment purchase program that Phila-
22 delphia Electric was offering. We described what was generally
23 available and how the process worked.

24 Q When you told them how the process worked
25 for equipment, what did you tell them or what did you

1 promise them in that regard, if anything?

2 A We described the process generally outlined
3 in the plans -- that is, of an unmet need. If
4 they had an indicated need in a certain area, they
5 could make it known through emergency management channels
6 and that would be forwarded to Philadelphia
7 Electric. Philadelphia Electric would meet with them to
8 discuss those needs.

9 Q When you are speaking of equipment, what
10 equipment are you referring to?

11 A With regard to school districts?

12 Q Yes.

13 A With regard to school districts that would
14 have involved generally telephone communications.

15 Q So is it fair to say then this school
16 district need, as far as equipment is concerned, was not
17 passed on to the county but was passed on to Philadelphia
18 Electric?

19 A It was passed on to Philadelphia Electric
20 through the counties.

21 Q And is it fair to say that this request
22 for equipment that was passed on in that regard was to
23 be paid for by PECO?

24 A Yes, it was.

25 Q Were the school districts told that if they

1 needed certain equipment, it would be paid for by
2 Philadelphia Electric?

3 A The needs program, as I previously described,
4 was explained, yes, and they were told that
5 Philadelphia Electric would discuss their needs.

6 Q Would pay for the needs?

7 A They would discuss the needs and come to an
8 agreement.

9 Q And would pay for th e needs should they be agreed
10 upon by Philadelphia Electris, correct?

11 MR. RADER: Objection, your Honor. Counsel
12 is again arguing with the witness and badgering him.
13 I don't believe that the Board should permit this.

14 JUDGE HOYT: I think we haven't
15 had any answer. The witness is instructed to answer the
16 question as it is phrased.

17 The objection is overruled.

18 WITNESS BRADSHAW: If I wasn't clear, there
19 was not an outright commitment to provide the request,
20 nor an outright commitment that Philadelphia Electric
21 would pay for it, only that they would discuss the needs.
22 And if there was an agreement, Philadelphia Electric
23 would purchase the equipment and pay for it.

24 BY MS. ERCOLE:

25 Q Did you, on behalf of Philadelphia Electric,

REE 2/9

1 as a consultant represent to any of the school
2 districts that if they approved their school district
3 plan, Philadelphia Electric would agree to pay for their
4 equipment?

5 A No, we did not.

6 If I might add an additional point on that
7 question?

8 JUDGE HOYT: I don't believe there is a
9 question pending. However, if there is a response to
10 the previous question, you may --

11 WITNESS BRADSHAW: Yes. Those needs
12 have already been discussed and most of them have already
13 been provided, making it not attached to a plan
14 approval process.

END 2

Ace-Federal Reporters, Inc.

444 NORTH CAPITOL STREET

WASHINGTON, D.C. 20001

(202) 347-3700

T3MM/mm1

1 BY MS. ERCOLE:

2 Q Mr. Bradshaw, you have indicated that you had
3 been a staff planner for the Pennsylvania Emergency
4 Management Agency from 1981 to 1983.

5 Is it fair to say that it was in 1983 that you
6 had left PEMA and joined the ranks of Energy Consultants?

7 A (Witness Bradshaw) That's correct.

8 Q Why did you leave PEMA?

9 MR. RADER: Objection. Irrelevant.

10 JUDGE HOYT: Sustained.

11 BY MS. ERCOLE:

12 Q Is it fair to say that when you left PEMA, you
13 left a public service government job for work in a private
14 enterprise?

15 MR. RADER: Same objection.

16 MS. ERCOLE: It is listed on his qualifications,
17 and I just wanted a clarification on that.

18 JUDGE HOYT: Objection sustained.

19 BY MS. ERCOLE:

20 Q When you worked for the Pennsylvania Emergency
21 Management Agency, you had indicated here that you were
22 a project officer for the Limerick Generating Station and
23 for Peachbottom.

24 What does a project officer do?

25 A (Witness Bradshaw) A project officer is

mm2

1 responsible for working with the consultant utility and the
2 counties involved in coordinating PEMA's role.

3 Q So that when you worked for PEMA, you were working
4 for a consultant for the utility, or you were working with
5 the consultant for the utility?

6 A That's correct.

7 Q And was that consultant for the utility, Energy
8 Consultants?

9 A Yes, it was.

10 Q And as a project officer for Limerick and for
11 Peachbottom, did you draft emergency planning measures?

12 A I reviewed county municipal school district plans,
13 at that time, drafted a municipal prototype for use in the
14 state. Yes.

15 Q Did you have occasion, while you were a project
16 officer at the Peachbottom Atomic Power Station, to execute
17 that plan?

18 A PEMA's role is one of coordination and review. So,
19 I would not have. No.

20 Q Okay.

21 You had indicated also that you had worked at
22 Limerick as a project manager. Is that still the position
23 that you have today with them?

24 A Yes, it is.

25 Q Is it fair to say that the project manager functions

mm3

1 you have are the same functions you had when you worked at
2 Peachbottom?

3 A No, they are different.

4 May I add that I have never worked at Peachbottom.

5 Q Strike that. I'm sorry. When you worked at PEMA.

6 Are the roles that you have as a project manager
7 for Limerick, similar to the roles that you have had when you
8 worked for PEMA?

9 A I would say they are different. There are some
10 similarities.

11 Q And with regard to your role as a project manager
12 for the Limerick Generating Station which you have had since
13 January of 1984, what has your function been?

14 A I'm sorry, could you repeat?

15 Q Since you have been promoted to project manager
16 for the Limerick Power Plant in January of 1984, what has your
17 function been?

18 A I supervise a staff of 14 individuals, coordinate
19 the implementation of the planning services, training
20 services, and exercise preparation activities.

21 I act as liaison between our company and the
22 Philadelphia Electric Company and the other governmental agencies
23 involved.

24 Q Is it fair to say that your goal as project manager
25 on retainer from Philadelphia Electric has been to obtain

mm4

1 approval of the appropriate municipal and school district plans?

2 A No, it isn't.

3 Q What has been your goal?

4 A My goal has been to develop workable plans for the
5 Limerick EPZ.

6 Q And in the course of your development of the workable
7 plans, is your goal to have those plans approved?

8 MR. RADER: Objection. Asked and answered.

9 JUDGE HOYT: Sustained.

10 BY MS. ERCOLE:

11 Q Have you ever participated in an evacuation scenario,
12 formally participated in one?

13 A (Witness Bradshaw) I'm not sure what you mean by
14 an evacuation scenario.

15 Q Have you ever been involved in an evacuation for
16 a nuclear power plant?

17 A Yes. In a sense, yes. I lived in Middletown in
18 1979.

19 Q So are you saying that you saw how an evacuation
20 plan worked or did not work as a result of that?

21 A There were no evacuation plans in place in 1979,
22 which were implemented.

23 Q So then my question to you is, have you ever
24 participated in a scenario where you have had to implement
25 your evacuation plans?

mm5

1 A No, I have not.

2 Q Do you have -- when I reviewed your professional
3 qualifications, is it fair to say that you have no degrees in
4 psychology or psychiatry?

5 A That's correct.

6 Q with regard to Mr. Cunningham. Mr. Cunningham, you
7 have indicated that you are an associate senior planning for
8 Emergency Management Services.

9 What position do you hold, or what is your function,
10 job title specifically, for the Limerick Power Plant?

11 A (Witness Cunningham) I'm a planner.

12 Q And are you under the supervision of Mr. Bradshaw?

13 A Yes, I am.

14 Q And your primary responsibility has been to consult
15 with school districts?

16 A One of my primary responsibilities has been to
17 consult with school districts.

18 Q And with regard to the -- are you the person in charge
19 of the coordination with the school districts within the
20 emergency planning zone?

21 A My assignment involves several school districts in
22 the emergency planning zone, but not all of them.

23 Q And your assignment is for which school districts?

24 A In Chester County my assignment is for the Owen J.
25 Roberts School District.

mm6

1 In Berks County my assignment is for both the Daniel
2 Boone and the Boyertown Area School District.

3 In Montgomery County, all seven of the school
4 districts that have territory that fall within the emergency
5 planning zone are my assignments. They include Pottstown,
6 Pottsgrover, Upper Perkiomen, Perkiomen Valley, Soudertown
7 Area, Springford and Methacton.

8 Q And as far as the -- on this particular panel
9 there are no representatives there for the other school
10 districts, is that correct?

11 A That is correct.

12 Q And why is that?

13 MR. RADER: Objection, your Honor. I don't think
14 that is a proper form of question as to why there are no
15 representatives.

16 I think the witness is simply saying that he was
17 assigned to particular schools. It doesn't follow that there
18 are no representatives for those districts.

19 JUDGE HOYT: I believe she said on this panel,
20 counsel.

21 Is that correct?

22 MS. ERCOLE: That's correct.

23 MR. RADER: The implication, the question was,
24 certain schools are unrepresented. I think that was a
25 misleading and improper question to say that there are no

mm7

1 representatives from Energy Consultants for those particular
2 school districts.

3 JUDGE HOYT: I expect you will pick that up on
4 rebuttal.

5 Your objection is overruled.

6 BY MS. ERCOLE:

7 Q Would you answer my question, please.

8 A (Witness Cunningham) I don't know why the individual
9 that is working with those districts is not on the panel.
10 The panel's membership was determined, and the three of us
11 that are here, do represent school planning, municipal planning,
12 training and county planning.

13 A (Witness Bradford) If I might add, I've stated
14 earlier 14 people have been assigned this project. We're
15 representing those 14 people today.

16 Q But it is fair to say though that as far as the
17 Phoenixville School District as you testified yesterday and
18 you testified today, you have no personal knowledge of the
19 developments in the Phoenixville School District?

20 A (Witness Cunningham) I believe I testified yesterday
21 I was present at one meeting with the Phoenixville School
22 District, and that beyond that, you were asking me
23 yesterday specifics regarding Phoenixville, and I said I was
24 present at one meeting and I could not answer the question
25 yesterday that dealt with those specifics, because I wasn't

mm8

1 there.

2 Q Can you state why there is no representative on
3 the panel from the other school districts?

4 A I believe I just answered that question, I don't
5 know.

6 Q Can you indicate if you know, why Mr. Bradshaw and
7 Mr. Cunningham, you are the two that were chosen for the
8 panel?

9 MR. RADER: Objection, your Honor. I think this
10 is --

11 JUDGE HOYT: Sustained.

12 BY MS. ERCOLE:

13 Q You have indicated, Mr. Cunningham, that the programs
14 you were involved with personally as part of your personal
15 qualifications, were responsible for the planning, training
16 and implementing a regional emergency medical services program.

17 Is that correct?

18 A (Witness Cunningham) That's correct.

19 Q Did this involve radiological emergency?

20 A It did not involve radiological emergencies as
21 related to a nuclear power station. I had some experience in
22 medical emergencies that would involve radiation emergencies
23 as would result from transportation accidents.

24 Q As far as your assignment to various projects in
25 Pennsylvania, you had indicated Berwick.

mm9

1 Was this the same Berwick planning procedures that
2 Mr. Bradshaw had outlined, namely the Berwick Hospital?

3 A Yes. I was assigned to assist the Berwick Hospital
4 Corporation in developing an overall emergency management plan
5 for their hospital and their nursing home. And that included
6 an annex involved in radiological emergency response for
7 incidents at the Susquehanna Steam Electric Station.

8 Q Is it fair to say your involvement with Berwick did
9 not involve any school districts, municipalities?

10 A Yes, that's fair.

11 Q And with regard -- I see that Mr. Bradshaw had listed
12 a completion of a two-week training course. Have you had any
13 emergency response training courses.

14 A I believe I did not indicate any emergency response
15 training courses in my qualifications.

16 You can ask me specific questions regarding what you
17 are looking for in the courses I may have taken. But I did not
18 take the course that Bob indicated in his --

19 Q So you did not take a radiological emergency response
20 training course?

21 A No, ma'am.

22 Q Have you ever participated formally in an evacuation
23 scenario?

24 A My answer would again have to be qualified as Bob's
25 was for Three Mile Island. At the time of the Three Mile Island

mm10

1 incident, I was a volunteer. I was a public information
2 officer for Center County, Pennsylvania. I did perform several
3 functions regarding support functions for the counties that
4 surrounded Three Mile Island during the entire scenario, and
5 I also participated as the director of the Seven Mountains
6 Emergency Medical Services Council at that same time in
7 providing support for a potential evacuation of the area.

8 Q With regard to the emergency plan, is it fair to
9 say you have not been involved with the actual implementation
10 of an emergency evacuation plan or radiological emergency?

11 A Specific to nuclear power stations?

12 Q That's correct.

13 A With the qualifications I just gave, yes.

end T3

14

15

16

17

18

19

20

21

22

23

24

25

#4-1

1 Q Where was that?

2 A (Witness Cunnington) I just said that during Three
3 Mile Island I was a member of an organization, the civil
4 defense organization, in Center County that had support
5 responsibilities as did several other counties in Pennsylvania
6 at that time.

7 Q But in terms of a full-scale emergency evacuation
8 plan?

9 A There was not a full-scale emergency evacuation plan
10 implemented at Three Mile Island. So, therefore, I certainly
11 could not answer yes.

12 Q Fine. Mr. Cunnington, with regard to your
13 involvement with the area school districts in your role as a
14 planner for Energy Consultants, you are familiar as you have
15 stated with the developments in the Pottsgrove School District,
16 is that correct?

17 A Yes, ma'am.

18 MS. ERCOLE: I would ask with the Board's permission
19 to have the following item marked as E-LEA exhibit number "1."
20 Copies are presently being distributed by Mr. Stone to all the
21 parties and to the Board.

22 JUDGE HOYT: Very well.

23 MS. ERCOLE: For the record the item that is being
24 reviewed is a letter from the Pottsgrove School District to
25 Mr. Cunnington regarding an update of their radiological

1 emergency response plan.

2 MR. RADER: Judge Hoyt, did we not previously have
3 LEA-1 marked as a letter dated December 6, 1983 from PEMA to
4 this Board.

5 MS. HASSELL: That is correct.

6 MS. ERCOLE: That was my stated intention at the
7 beginning. I will then back-step and note for the record that
8 the letter that was identified yesterday from the Pennsylvania
9 Emergency Management Agency is LEA-E-1 and we will appropriately
10 mark the next item, the Pottsgrove School District letter,
11 LEA-E-2 if that is acceptable.

12 JUDGE HOYT: Very well. That correction will be
13 made. LEA-E-1 and LEA-E-2 are marked for identification only.

14 (The documents referred to were
15 XXXXXXXXXXXX marked LEA-E-1 and LEA-E-2
16 respectively, for identification.)

17 BY MS. ERCOLE: (Resuming)

18 Q Mr. Cunningham, have you had an opportunity to look
19 at the letter from the Pottsgrove School District dated April
20 17, 1984?

21 A. (Witness Cunningham) Yes, I have.

22 Q Do you recall having received that letter on a prior
23 occasion?

24 A. Yes, ma'am.

25 Q Is it fair to say that the letter accurately reflects

1 the letter that you had received on a prior occasion from the
2 school district?

3 A. Yes.

4 Q. What is the status of the Pottsgrove School District
5 request to have its plan modified to have all references to
6 non-public schools be designated as for information only
7 purposes?

8 A. The Pottsgrove School District is now in the process
9 of developing the fifth draft of their plan. There have been
10 several review meetings involving Energy Consultants, the
11 Pottsgrove School District and the Montgomery County Office of
12 Emergency Preparedness. The Pottsgrove School District plan
13 has been modified and the next draft will reflect that the
14 Pottsgrove School District will be coordinating notification
15 and transportation services for private schools within their
16 territory for back-up only. It has been agreed to by the
17 Montgomery County Office of Emergency Preparedness that they
18 will assume the primary responsibility for the notification and
19 coordination of transportation for those private schools as
20 desired by the Pottsgrove School District and that draft will
21 be issued as soon as some additional data and information
22 updating the plan for school year 1984-1985 is received by
23 my office and I have time to include it into the draft four.
24 I will generate a draft five for the district for their review
25 and comment.

1 Q So with the undated exhibit list provided this
2 morning by the Applicant for the Pottsgrove School District,
3 it reflects a draft four?

4 A Yes, ma'am, it does.

5 Q Has that been served on all the parties, do you know?

6 A Yes, ma'am.

7 Q The Pottsgrove School District plan four?

8 A Yes, ma'am.

9 MS. ERCOLE: May I just state for the record and for
10 the Board that as the intervenor we have not received a copy
11 of that plan.

12 JUDGE HOYT: May we have about a five-minute recess,
13 please?

XXXXXX

14 (Whereupon, a short recess was taken.)

15 JUDGE HOYT: The hearing will come to order. All
16 parties to the hearing who were present when the hearing
17 recessed are again present in the hearing room. The witnesses
18 have again taken their place on the witness stand. I will
19 remind all witnesses that you are still under oath.

20 In order that we can have as accurate a record as
21 possible the two exhibits that we want to be sure are marked
22 properly are LEA Exhibit E-1 for identification is a letter
23 from the Pennsylvania Emergency Management Agency dated
24 December 6, 1983 and LEA Exhibit E-2 for identification is
25 a letter from the Pottsgrove School District dated April 17, 1984.

1 MS. ERCOLE: That is correct.

2 JUDGE HOYT: Very well. With those clarifications, if
3 you would please pick up your cross-examination. Thank you.

4 MS. ERCOLE: Mr. Cunnington, you made reference to
5 the status of the Pottsgrove School District Plan as reflected
6 in draft number four. At this time for the sake of clarity
7 and the record, as the Board is aware we have had a change of
8 exhibits in terms of numbers and factual drafts. I would ask
9 that draft number four for the Pottsgrove School District be
10 made available to the intervenor. We have not received such.

11 MR. RADER: May I state for the record, Judge Hoyt,
12 that pursuant to this Board's order of some time ago, we have
13 periodically provided each and every draft and revision to the
14 plans and related correspondence to LEA or its representative.

15 Furthermore, as a part of discovery we made available
16 to LEA every copy of the plan requested by discovery which
17 included this particular plan which is dated November of 1983.
18 So I do not understand the representation by counsel that she
19 does not have this available.

20 We are in the process of confirming the transmission
21 of this particular plan and its availability in the discovery
22 room provided by PECO to LEA and I will do so as soon as
23 possible. But we have complied with the Board's standing order
24 that these plans be provided. I suggest the Board consider the
25 possibility that counsel or other representatives simply may

1 have mislaid this particular portion of the plan.

2 MS. ERCOLE: I would submit that we have not mislaid
3 it. I am just saying that we have received various updates at
4 various times and reference was made to the fact that it was a
5 draft four and we do not have a draft four. If it is available
6 in the discovery room or had been, how would one know to look
7 for it unless we were aware that it was out? If the Applicant
8 would make that available to us and if we could have it perhaps
9 by this afternoon or by tomorrow morning, that would be
10 acceptable because our files show that draft three was
11 November of 1983.

12 I have here our copy that we had received prepared
13 by the Pottsgrove School District, draft three, November 1983
14 and on their new assignment sheet, they reflect that it is in
15 fact a draft four.

16 MR. RADER: To make it very simple, we will confirm
17 this and we will provide a copy, an additional copy, as a
18 matter of courtesy to counsel as soon as possible and certainly
19 after the luncheon break.

20 JUDGE HOYT: Very well. As a matter of courtesy,
21 we would be most appreciative.

22 MS. ERCOLE: Thank you, and one further clarification
23 in that regard and I thank the applicant as well is if draft
24 three is dated November of 1983, why is it reflected on the
25 exhibit sheet that draft four is dated November of 1983?

1 WITNESS BRADSHAW: We can respond to that.

2 JUDGE HOYT: If the witness can respond, please do.

3 WITNESS BRADSHAW: Yes. The school district
4 produced two drafts in that month. They were both dated
5 November of 1983.

6 MS. ERCOLE: When these are sent to the intervenor,
7 are they sent by date or by draft numbers? Perhaps that could
8 account for the fact that we didn't get it.

9 JUDGE HOYT: Counsel, you are getting the copy.
10 Let's don't beat the dead horse to death. Let's proceed into
11 another area if you would, please.

12 BY MS. ERCOLE: (Resuming)

13 Q With regard to the letter of April 17, 1984 that
14 you referred to Mr. Cunnington, is it your testimony that the
15 changes that were requested in the Pottsgrove school district
16 will be reflected in the next draft?

17 A. (Witness Cunnington) Yes.

18 Q That will be then draft five?

19 A. Yes.

20 Q And that the changes that they requested would be
21 that the school district would only be providing back-up
22 notification services?

23 A. They would be routinely providing back-up notification
24 services and also back-up services for the coordination of
25 transportation was my testimony.

1 Q They will not be responsible for providing the
2 transportation itself, is that correct?

3 MR. RADER: Objection, Your Honor. The correspondence
4 speaks for itself.

5 JUDGE HOYT: Sustained.

6 BY MS. ERCOLE: (Resuming)

7 Q To your knowledge of the Pottsgrove School District
8 will it be providing back-up transportation?

9 MR. RADER: Same objection, Your Honor.

10 JUDGE HOYT: Sustained.

11 BY MS. ERCOLE: (Resuming)

12 Q Mr. Cunnington, is the change that will be reflected
13 in the Pottsgrove School District plan for draft five as you
14 have described it, has that been approved by PEMA?

15 A. (Witness Cunnington) I am not aware that any plan
16 beyond the third draft of the Pottsgrove School District plan
17 which does not include the change has been submitted to PEMA
18 for review.

19 Q As a matter of policy, as PEMA approved this to your
20 knowledge?

21 MR. RADER: I object to the form of the question.
22 I don't know what is meant by "as a matter of policy."

23 JUDGE HOYT: I think you really have the wrong
24 witness for that, counsel. I am going to sustain the objection
25 although I don't agree necessarily with the grounds.

1 BY MS. ERCOLE: (Resuming)

2 Q Mr. Cunnington, I had asked you whether there are any
3 other school districts that have deleted from their plans
4 primary responsibility for notification and transportation
5 arrangements for private schools.

6 MR. RADER: I object to the form of the question.
7 I don't believe the correspondence states that anything was
8 being deleted from the plans.

9 MS. ERCOLE: I am asking him whether there are any
10 other. I am not referring to the letter at this time.

11 MR. RADER: Same objection, Your Honor. Counsel
12 is asking whether there are any others which have deleted
13 which implies that this correspondence reflects a deletion
14 from the plan.

15 MS. ERCOLE: I will rephrase the question, Your Honor.

16 JUDGE HOYT: Very well. Rephrase the question.

17 BY MS. ERCOLE: (Resuming)

18 Q I am not referring at this time to the Pottsgrove
19 School District letter. With regard to your knowledge of the
20 school districts and as a representative on the panel for your
21 work with the school districts, my question to you is, do you
22 have any knowledge as to whether any other school districts
23 have deleted from their plans or requested to have deleted
24 from their plans primary responsibility for transportation
25 arrangements for private schools?

1 A (Witness Cunningham) Both the Pottstown
2 and Pottsgrove School Districts have indicated that
3 they would like to be on record in their plan as
4 providing backup services for notification and the coor-
5 dination of transportation for private schools.

6 Q When you say the Pottsgrove School District,
7 you mean the same school district that --

8 A Pottstown and Pottsgrove.

9 Q And Pottsgrove School District that you are
10 referring to is the same one that has been reflected
11 in the previous LEA exhibit?

12 A Yes, ma'am.

13 Q Do the draft plans for the Pottstown
14 School District, the current draft that we have now
15 which is draft number five, does that reflect that
16 revision?

17 A If I might refer to the draft 5 of the Pottstown
18 School District, on page 6 under Direction and
19 Coordination, "Pottstown School District will provide
20 back-up services to nonprofit private schools within
21 the territory covered by the Pottstown School District
22 within the specific areas of notification and coordination
23 of transportation resource requirements."

24 On page 7, I have continued, "Note,
25 primary responsibility for notification and coordination

1 of transportation resource requirements for all schools
2 rests with the Montgomery County Office of
3 Emergency Preparedness."

4 Q And with regard to the transportation
5 arrangements themselves for the Pottstown -- for the
6 private schools within the Pottstown School District,
7 do the Pottstown plans reflect that the transportation
8 arrangements are to be provided through the county?

9 A Yes, they do, ma'am. Neither the Pottstown
10 nor the Pottsgrove School District has sufficient district
11 transportation resources to even bus all of its
12 own students in the event of an emergency. Therefore,
13 the additional resources that would be required for
14 both public, private, and parochial schools are reflected
15 as such in the plans.

16 Q And when you say the plans, they are the
17 two draft plans you have referred to in your testimony;
18 is that correct?

19 A Yes, ma'am.

20 Q And based upon your contacts with the Pottsgrove
21 School District, is this why the letter request was
22 sent to you with regard to their position about
23 including the private schools as information items only?

24 A The letter was a result of an administrative --
25 it was an administrative request from the director

1 of administrative services who, by the way, at that
2 time had been recently assigned by the superintendent
3 to work on reviewing the plans for the Pottsgrove School
4 District.

5 Q Mr. Cunningham, with regard to the Owen J.
6 Roberts School District, have they deleted or requested
7 to have deleted from their plan responsibility for
8 transportation arrangements for the private schools
9 within their district -- namely, the Kimberton Farm
10 School?

11 A The Owen J. Roberts School District has no
12 reference even as back-up services for any private
13 schools within its district.

14 Q So your testimony is that they will -- they
15 have deleted or requested to have deleted primary
16 responsibility for the transportation?

17 MR. RADER: Objection. Asked and answered.

18 MS. ERCOLE: Well, I just --

19 JUDGE HOYT: Sustained.

20 BY MS. ERCOLE:

21 Q Do the county plans for Montgomery and Chester
22 County reflect the revisions that you have just stated?

23 A The county plans reflect the transportation
24 requirements for those schools as not being provided by the
25 district and being unmet needs to the county. And they

1 have been satisfied in that fashion.

2 Q In the current Chester County plan, which I
3 believe has been marked as Applicant's Exhibit E-9,
4 dated September of 1984, referring to Appendix 1
5 in Annex N, do you have that available?

6 A (Witness Bradshaw) I am sorry. Would
7 you reference it again, please.

8 Q I believe it is Appendix 1, Annex N, titled
9 Risk School Information Summary.

10 A Go ahead.

11 Q Do you have that information in front of you?

12 A Appendix 1, Annex 9.

13 Q I have Annex N, Risk School Information Summary.

14 A Yes, we have it.

15 Q Under subheading 2, Roman Numeral II, Private
16 Parochial Schools, it is listed as page N-1-2.

17 A (Witness Cunningham) Yes, ma'am.

18 Q Under Private Parochial Schools, subsection
19 A, it indicates Kimberton Farm School, and further
20 down, under that same subheading A, School District
21 Jurisdiction, Owen J. Roberts.

22 I would ask you what school district
23 jurisdiction Owen J. Roberts means?

24 A Yes, ma'am. The fact is the Kimberton
25 Farm School falls within the political jurisdiction of the

1 Owen J. Roberts School District.

2 It is in one of the Vincent townships. I
3 can't recall, but it is within the physical jurisdiction
4 of the Owen J. Roberts School District.

5 Q So that it is your statement that that is
6 what is reflected in that Appendix 1 merely reflects
7 that it is geographically within that school district
8 jurisdiction?

9 A Yes, ma'am.

10 Q And it has no reference whatsoever to
11 responsibility for transportation arrangements?

12 A That is correct.

13 Q And it is your testimony that the county
14 plans conform to that, that the private schools within the
15 school districts that we have just discussed will not be
16 receiving transportation resources from those school
17 districts?

18 A I testified that in the case of Pottstown
19 and Pottsgrove School District, the county plans
20 recognize that the districts want to provide back-up
21 services for notification and the coordination of
22 transportation. And I testified and I am aware that the
23 county is aware that the Owen J. Roberts School
24 District has not assumed any responsibility for any
25 services to private schools within its political

1 jurisdiction.

2 Q And this is simply because they do not
3 have the busses to meet those needs?

4 A To which school district are you referring?

5 Q To the Pottstown-Pottsgrove School District.

6 A Pottstown and Pottsgrove it reflects -- it
7 does reflect as one aspect of their desire that they
8 do not have sufficient transportation to even meet
9 their -- even to meet the public, parochial, and private
10 school needs. That is also the case in Owen J. Roberts,
11 but there were other factors that were discussed by
12 Owen J. in making the decision.

13 Q I do realize, Mr. Cunnington, that you are not,
14 quote, an expert in the Phoenixville School District,
15 but you have some familiarity based upon your meetings.
16 I would ask you, with regard to the Phoenixville School
17 District, to your knowledge, have the same
18 transportation arrangements or lack thereof been made
19 with regard to the private schools?

20 A I am not aware of the arrangements that are
21 made in the context of responsibility because I have not
22 been at any meeting in Phoenixville where the issue of
23 responsibility was discussed. But I can testify that
24 Phoenixville also does not have sufficient transportation
25 under contract to the district to provide for the

1 transportation of all public, private and parochial
2 school students in the district and, therefore,
3 has transmitted a significant unmet need for transportation
4 to the county which has been addressed.

5 Q Have they, to your knowledge, have they
6 similarly stated the intention to ask the nonpublic
7 schools for portions of their plans for inclusion in
8 the school district plan as information items only?

9 A I do not know directly if they have made
10 that request.

11 Q Based upon the Pottstown School District,
12 you had indicated that there were other grounds other
13 than the fact that they had insufficient busses to meet
14 the needs of the private schools.

15 My question to you is, were there any other grounds
16 for why they did not wish to assume full responsibility
17 for the private schools within their jurisdiction?

18 A I believe I said that in the case of
19 Owen J. Roberts there were other considerations as to
20 why they did not include private schools within the
21 scope of their plan.

22 Q Is there any as far as Pottstown then?

23 A There are considerations not -- in Pottstown
24 there are not only considerations dealing with bussing
25 but the other part of what I testified to was notification

1 and coordination of transportation. And, yes, there
2 are issues that involve the question of notification.

3 Pottstown and Pottsgrove have discussed
4 with the county the county's greater resources in
5 being able to provide the primary notification to the private
6 schools and the county -- and with it in its work
7 with municipal governments, the greater ability to
8 provide backup communications services if they would be
9 required during a radiological emergency.

10 And those issues have been discussed as
11 regards notification.

12 Q And is it fair to say that the same holds
13 true for the Owen J. Roberts School District as you
14 just alluded to?

15 A No. It is not fair to say that because I
16 am not aware of any discussions between the Owen J.
17 Roberts School District and Chester County in the same
18 regard.

19 Q What were the other reasons, if any, for the
20 Owen J. Roberts position other than the insufficient
21 busses to meet the needs of the private schools?

22 A The issue was discussed at several task force
23 meetings. I have been to several hundred meetings
24 in reviewing plans in school districts.

25 I am having difficulty recalling individual

ERASABLE
CONTENT

1 meetings.

2 The issues did revolve around the amount of
3 activity that would be required by the administration
4 at Owen J. Roberts during the time of an emergency,
5 the fact that they had significant requirements placed
6 on administration for coordinating their own
7 transportation, the wishes of the task force members.

8 And there are probably more reasons that
9 I can't recall. It was not a single -- it was not a
10 single-issue determination strictly on bussing.

11 Q You are saying that it was not a single
12 issue determination based solely on bussing, but there
13 were other considerations?

14 A Yes, it was discussed at a committee meeting
15 with 30 or 40 people, or 10 or 15. It was discussed
16 several times where different numbers of people were there.
17 People expressed their wishes. But it was a
18 consensus of the task force that the private schools
19 not be reflected in the plan. And in fact, I was
20 instructed to do that, and the plans do not reflect them.

21 Q With the concerns and the issues raised by
22 Owen J. Roberts, as you have just delineated for the
23 Board, are one of those concerns the fact that -- related
24 to its host school, the fact that it did not have
25 a host school and that there were problems with the host

1 school at Twin Valley?

2 MR. RADER: Objection, your Honor. I believe
3 host schools and those provisions regarding transportation
4 were deleted from the contention as proposed by
5 LEA by the Board's order of September 24.

6 I believe that is outside the scope of the
7 contention.

8 JUDGE HOYT: Do you want any rebuttal
9 before we make a ruling?

10 MS. ERCOLE: Yes.

11 One of the issues that the Board has
12 admitted has been the willingness of bus drivers
13 as well as the willingness of the school staff and
14 teachers to remain and to assist in a sheltering or
15 an evacuation scenario. And one of the critical
16 issues involved is how complete these plans are.

17 If, for instance, the teachers are aware
18 that there are sufficient provisions made for them, that
19 there is a host school, that these host schools will
20 meet their needs, that the busses will arrive, all of
21 those go to the human response issue that has been
22 permitted by the Board in terms of the willingness
23 of the staff to remain.

24 Now, I am not going to pursue an at-length
25 questioning on the issue of the host school, but the

1 witness himself had said that Owen J. did have other
2 concerns other than the arrangements for including the
3 private schools. And what I wanted to find out from
4 him was whether the host school situation was one of
5 those concerns.

6 JUDGE HOYT: Objection sustained.

7 MS. ERCOLE: May I have one moment, please.

8 (Pause.)

9 BY MS. ERCOLE:

10 Q Mr. Cunningham, you are familiar, are you
11 not, with regard to the development of the school
12 plans for the Methacton School District?

13 A Yes, ma'am.

14 Q And is it -- Mr. Cunningham, with
15 regard to the Methacton School District, you are aware,
16 are you not, that there was a task force formed?

17 A Yes, ma'am.

18 Q When was that formed?

19 A I don't recall the exact date. Around
20 the spring of this year.

21 Q And can you state why the task force was formed
22 for Methacton?

23 MR. RADER: Objection. Irrelevant.

24 JUDGE HOYT: Overruled.

25 BY MS. ERCOLE:

1 Q Go ahead.

2 A No, ma'am. I can't. I don't know the reasons
3 why the task force was formed.

4 Q Is the Methacton School District one of the
5 school districts in which you maintain you have had a
6 close and personal relationship as a representative
7 of Energy Consultants?

8 A Yes. I may have met with the
9 district several times and with its designated
10 emergency planning representative.

11 Q Can you state why there hasn't been any
12 draft prepared for the Methacton School District
13 beyond draft number three which, according to your
14 exhibit, shows November of 1983?

15 A Yes, ma'am, I can. I was instructed that the
16 task force would complete its consideration of the plan
17 and that revisions would be submitted to me and,
18 ;when those revisions were submitted to me, I would generate
19 the next draft.

20 Q And have any of those items been submitted to you
21 for review?

22 A To this date, no.

23 Q And is the Methacton School District task
24 force still working on the plans then, to your knowledge?

25 A To my knowledge, they are. They have not -- I

1 have not received any indication that they are not.

2 Q And as far as you are concerned then, they
3 are still reviewing the plans in terms of their
4 adequacy; is that correct?

5 A Yes, ma'am.

6 Q They have not given you any indication, have
7 they, that at this stage they will adopt a plan?

8 MR. RADER: Objection. Asked and answered.

9 JUDGE HOYT: Sustained.

10 BY MS. ERCOLE:

11 Q Can you indicate, if you know, what changes their
12 committee has requested?

13

14

15

16

17

18

19

20

21

22

23

24

25

END 5

T3 MM/mml 1

2 WITNESS CUNNINGTON: As I indicated before, they
3 had not submitted their changes to me in final form. I have --
4 I am aware from activity that I have participated in with the
5 Montgomery County Office of Emergency Preparedness, that they
6 are -- they have requested and we are working on a change in
7 their most school.

8 But, outside of that I don't know what other substan-
9 tive changes they will request to be placed in their plan.

10 BY MS. ERCOLE:

11 Q Have you been receiving minutes from the Methacton
12 School District Emergency Committee Meetings?

13 A (Witness Cunningham) Yes.

14 Q Have you had a chance to review those minutes?

15 A Yes.

16 Q Does that keep you abreast of what their concerns
17 are as far as the workability or adequacy of the plans?

18 MR. RADER: Objection. Calls for speculation on
19 the part of the witness.

20 JUDGE HOYT: If the witness cannot answer the
21 question -- but, I believe the witness can answer the question.

22 Your objection is overruled.

23 WITNESS CUNNINGTON: It keeps me abreast of their
24 concerns. But not changes that they wish to make to their
25 plan.

BY MS. ERCOLE:

mm2

1 Q Has the expansion of the emergency planning zone for
2 the Methacton School District had an effect on the school
3 district plan?

4 MR. RADER: Objection. No foundation.

5 JUDGE HOYT: Sustained.

6 BY MS. ERCOLE:

7 Q Has the Methacton School District designated a
8 host school to receive the students?

9 MR. RADER: Objection. I believe the Board
10 previously sustained this matter on the designation of the
11 host school as beyond the scope of Contention LEA-11.

12 MS. ERCOLE: With the Board's permission?

13 (Board conferring.)

14 JUDGE HARBOUR: Is the Methacton School District
15 both -- does it include both host schools and schools which
16 potentially would be evacuated?

17 WITNESS CUNNINGTON: Yes.

18 JUDGE HOYT: Objection overruled.

19 BY MS. ERCOLE:

20 Q What is the host school that has been designated
21 to receive students evacuated from the Methacton School
22 District?

23 A (Witness Cunnington) Currently the plan indicates
24 their senior high school complex being that school. They have
25 requested that the Office of Emergency Preparedness pursue with

mm3

1 the Norristown School District, a host school arrangement for
2 the district. And, in fact the Office of Emergency Preparedness
3 is pursuing that.

4 My assumption would be that upon the execution of
5 that host school agreement, that the school district would
6 request a change in the host school.

7 Q That would reflect a change in the host school from
8 the Methacton School to a school further away from the emergency
9 planning zone, is that correct?

10 A Yes, ma'am.

11 Q From your participation with the Methacton School
12 District Emergency Evacuation District, as well as from a
13 review of the minutes of their meetings, do you have any
14 knowledge of the reason -- of their reason for conducting
15 surveys to determine the willingness of the bus drivers and
16 school staff members to participate in any radiological
17 emergency?

18 MR. RADER: Objection, no foundation.

19 JUDGE HOYT: Yes, that's correct. The objection is
20 sustained on that count.

21 BY MS. ERCOLE:

22 Q Mr. Cunningham, when you attended the Emergency
23 Evacuation Committee Meetings for the Methacton School District,
24 were you present at any time when a discussion was made about
25 surveying school bus drivers and school staff about their

mm4

1 willingness to remain?

2 A (Witness Cunningham) Yes, I was.

3 Q And at approximately how many meetings was that
4 discussed?

5 A It was discussed at one meeting that I was requested
6 to attend.

7 Q And at the meetings that you did not attend, but
8 did receive minutes of, was that issue discussed or reviewed in
9 any of those minutes?

10 A The minutes reflect that, yes.

11 Q And those are the minutes you read?

12 A Yes, ma'am.

13 Q And can you please indicate what was the reason that
14 was submitted for -- or discussed for conducting the surveys
15 to determine the willingness of the bus drivers and the
16 school staff to participate in the radiological emergency plans?

17 MR. RADER: Objection, your Honor. I don't believe
18 this would -- that would be hearsay, and I recognize that
19 hearsay may be admissible, but I don't believe this witness
20 should be called upon to state the reasons for the Methacton
21 School District regarding its survey.

22 I think that calls for speculation on the part of
23 this witness.

24 JUDGE HOYT: Does the witness have knowledge of
25 that survey, counsel?

mm5

1 MR. RADER: The Board would have to inquire of the
2 witness.

3 But, I think what counsel for LEA was asking in
4 effect was simply for this witness to testify what the
5 Methacton School District business minutes said. And I think
6 that's improper.

7 MS. ERCOLE: With the Board's permission.

8 I was not asking for what his opinion was. That
9 is why I had established what he was aware of from --

10 JUDGE HOYT: If he doesn't know, counsel, he will
11 have to tell you. I am going to permit the question, counsel.

12 Go ahead.

13 WITNESS CUNNINGTON: The minutes reflect a desire
14 on the part of the committee to receive the determination --
15 Your Honor, I am summarizing from recollection, because she
16 hasn't been able to -- I don't have copies of the minutes. It
17 would be very helpful if I could be provided copies of the
18 minutes.

19 JUDGE HOYT: All right. Is the testimony of the
20 witness that you don't know what those minutes say?

21 WITNESS CUNNINGTON: I can recall generalized
22 information that was contained in the minutes. But I would
23 have difficulty knowing why they did something.

24 JUDGE HOYT: In that light, counsellor, I would
25 suggest you move into your next area of inquiry.

mm6

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BY MS. ERCOLE:

Q Mr. Cunnington --

MS. ERCOLE: Would the Board just indulge me for one moment, please?

JUDGE HOYT: Yes.

(Pause.)

MS. ERCOLE: May I proceed?

With the Board's permission, I would like to make the following items available to the other Parties, and ask that this item from the Phoenixville Area School District be marked as LEA E-3.

JUDGE HOYT: For identification, counsellor.

(The document referred to was marked Exhibit No. LEA E-3 for identification.)

JUDGE HOYT: May I inquire of counsel, are you calling any of the representatives of these school districts?

MS. ERCOLE: Yes.

JUDGE HOYT: My recollection is, all of these people have been subpoenaed.

MS. ERCOLE: That is correct.

But, some of the questions that I have asked, Judge Hoyt, go to the knowledge that these witnesses have for proffering their testimony.

JUDGE HOYT: Very well. I will assume then, prior

mm7

1 to moving these exhibits into evidence, you will, of course,
2 have those witnesses available?

3 MS. ERCOLE: Absolutely.

4 JUDGE HOYT: Very well.

5 MS. ERCOLE: And there may be some representations
6 made by our witnesses that are different than the representa-
7 tions that are made.

8 JUDGE HOYT: Very well. Proceed.

9 BY MS. ERCOLE:

10 Q Mr. Cunningham, have you had an opportunity to read
11 LEA's Exhibit No. 3, a letter dated -- from the Phoenixville
12 Area School District, sent to Mr. Tamanini -- did I pronounce
13 that correctly?

14 A (Witness Bradshaw) Mr. Tamanini.

15 Q -- signed by Robert B. Murray, Superintendent of
16 the Phoenixville Area School District.

17 Have you had an opportunity --

18 A (Witness Cunningham) Yes, I am just finishing
19 reading it.

20 Q The letter is dated August 6, 1984. Is that
21 correct?

22 A Yes, it is.

23 Q Is it fair to say that Mr. Tamanini is with your
24 organization, Energy Consultants?

25 A Yes, it is.

mm8

1 Q It indicates you are Energy Consultants, Inc.

2 A (Witness Bradshaw) From the School District, yes.

3 Q Is it fair to say that the items contained in the
4 letter of August 6, 1984 to -- by the Phoenixville Area
5 School District to Energy Consultants reflects the concerns
6 that the Phoenixville Area School District had had with the
7 radiological emergency response plan which they had been
8 attempting to develop for approximately the past two years?

9 MR. RADER: Objection on two grounds, your Honor.

10 First, the letter speaks for itself.

11 And, I also object to counsel's characterization
12 of the letter.

13 JUDGE HOYT: Objection sustained.

14 BY MS. ERCOLE:

15 Q Mr. Cunnington, had you had an opportunity prior
16 to today to see this letter?

17 A (Witness Cunnington) Yes, ma'am.

18 Q Is it fair to say that you are familiar with the
19 contents of the letter prior to today?

20 A I'm familiar with the contents of the letter.

21 Q And did you have occasion to meet with representatives
22 from the Phoenixville Area School District with regard to some
23 of the items raised in this letter?

24 A No, ma'am. I believe I testified yesterday, I had
25 met with them one time. My meeting was prior to the date of

mm 9
1 this letter.

2 Q I did not know when that one time was.

3 Was there a representative from Energy Consultants,
4 Inc., that met with the Phoenixville Area School District with
5 regard to the items raised in this letter?

6 A (Witness Bradshaw) Yes, there was a representative.

7 There had been several meetings between the
8 emergency management officials carbon-copied on this letter,
9 in addition to Energy Consultants, which are the drastic
10 concerns outlined in this letter.

11 Q Either Mr. Cunnington, or Mr. Bradshaw -- strike
12 that.

13 The individuals that had met, is it fair to say
14 that neither you, Mr. Bradshaw, nor you, Mr. Cunnington, were
15 those people that met with the school district pursuant to this
16 letter, then?

17 A That's correct.

18 A (Witness Cunnington) Yes, ma'am.

19 Q Were you aware, aside from this letter, of a
20 request by the Phoenixville Area School District, to obtain
21 their own consultant because they were dissatisfied with
22 Energy Consultants?

23 MR. RADER: Objection. Irrelevant, your Honor.

24 JUDGE HOYT: Sustained.

25 BY MS. ERCOLE:

mm10 1 Q To the panel. You have indicated that under
2 Annex E, the county and local emergency management system
3 is structured to support emergency operations at the lowest
4 possible level.

5 A That is correct, is it not?

6 A (Witness Bradshaw) Yes, that's correct.

7 Q And is this in consonance with the interjurisdictional
8 concepts of these towns?

9 A If I understand your question, yes, I believe it is.

10 Q Is it fair to say that to render the plans on the
11 county, the school district and the municipal or local level
12 workable, local participation is essential?

13 A I think that's a fair statement, yes.

14 Q Is it fair to say that the adoption by the local
15 school districts and the municipalities of their plans is
16 essential before the county adopts their plans?

17 A No. I wouldn't necessarily agree with that.

18 Q So that it is your position as emergency planners
19 for the Limerick Generating Station, that the county can
20 adopt its plan as a workable plan before the local school
21 districts and municipalities adopt theirs?

22 A I believe the political jurisdiction involved has
23 its prerogative as to when it wants to adopt its plan
24 independent of the others, yes.

25 Q And what do you base that on?

mml1

1 A My knowledge of the political system in Pennsylvania.

2 Q And when you say Pennsylvania, are you referring to
3 Pennsylvania at large or specifically the area within the
4 ten-mile radius of Limerick?

5 A Pennsylvania at large.

6 Q With regard to the ten-mile radius at Limerick,
7 that incorporates the risk and the support counties.

8 Is it your position that the county can adopt its
9 plan formally before the local school districts and
10 municipalities adopt theirs?

11 MR. RADER: Objection. Asked and answered.

12 MS. ERCOLE: With the board's permission, his response
13 went only to Pennsylvania in general, and I wanted to just
14 focus on the Limerick area.

15 JUDGE HOYT: I think that is correct, counsel.

16 MR. RADER: If I may, your Honor. I think the
17 witness did previously testify in response to a question by
18 counsel, that the county could adopt its plan prior to the
19 municipalities. But, if the Board wishes clarification --

20 JUDGE HOYT: Yes. We would like the question to be
21 answered. Objection overruled.

22 WITNESS BRADSHAW: I know of no requirement which
23 would prohibit a county from adopting its plan independent
24 from those political jurisdictions within it. And that would
25 include the EPZ situation.

mm12

1 BY MS. ERCOLE:

2 Q Have you received any statements from the Emergency
3 Management Coordinator for Chester County that the County Plan
4 would be adopted before the local school districts or
5 municipalities adopted their plans?

6 MR. RADER: Judge Hoyt, I have a continuing line of
7 objection to this series of questions. I believe this is
8 clearly aimed at LEA-1, relating to the adoptability of the
9 plans. And I don't believe it should be a part of this
10 particular aspect of this proceeding.

11 JUDGE HOYT: Do you want to respond?

12 MS. ERCOLE: Yes. I would like to make an offer with
13 regard to the testimony which they have provided. And I have
14 taken this directly from their testimony, so it is not as if
15 they are just questions that I just pulled from the air, in
16 which they have talked about the essentiality of local
17 participation to the adequacy of these plans.

18 And what we are talking about is the interjurisdic-
19 tional cooperation between the school districts and the locals
20 as well as the county in terms of supplying notification,
21 backup systems, buses, staffing and volunteers which all go to
22 the contentions themselves.

23 And, I would submit to the Board that the
24 willingness, the human response factor which the Board will
25 be considering, all bear on whether the plans will be

mm13

1 satisfied at the local level.

2 Specifically, in one of the answers on the human
3 response, Energy Consultants has stated that the staff will
4 remain because the local plans will be adopted and are
5 workable. And that was their reason for that.

6 MR. RADER: If I may respond?

7 JUDGE HOYT: Yes. Proceed.

8 MR. RADER: I was simply was going to state, if I
9 may respond briefly, I think Ms. Ercole has again failed to
10 distinguish between the formal adoption of the plans and what
11 the plans provide.

12 As I understand what the plans provide is being
13 litigated here, and the adoptability of the plans is going to
14 be litigated as part of LEA-1. This was the only distinction I
15 was trying to make.

16 MS. ERCOLE: With the Board's permission, the
17 definitional distinction between the draft and the final plan
18 was the definitional distinction that the Energy Consultant
19 people made.

end T6

mn
#7-1
1 (Board conferring off the record.)

2 JUDGE HOYT: Objection sustained.

3 BY MS. ERCOLE: (Resuming)

4 Q With regard to your representation on page three
5 of your testimony, paragraph five you have stated that
6 where unmet needs exceed the capabilities of departments
7 or agencies, they are forwarded by either the department,
8 agency or county coordinator to the Commonwealth.

9 Do you see where that is written?

10 A. (Witness Bradshaw) Yes, we do.

11 Q My question to you is, when you are referring to
12 exceeding the capabilities of departments or agencies, are you
13 referring to school districts as well?

14 A. I don't believe in that instance we were.

15 Q When you refer to the phrase "exceed the capabilities
16 of departments," what do you mean by that?

17 A. Generally speaking, it would reference an emergency
18 management agency which would be considered a department or
19 agency of the local government.

20 Q The procedure that the school district would follow
21 in determining their capabilities, would that not follow the
22 same manner?

23 A. Yes, if I might explain the concept. In emergency
24 management in Pennsylvania, there is a municipal, county and
25 state government. Traditionally, resources and unmet needs are

1 passed up in emergency planning process through those govern-
2 mental entities. For the purposes of a radiological emergency
3 response plan, the school districts are generally drawn in
4 to that process through their own plans.

5 Q So it is fair to say then that where you wrote
6 "where unmet needs exceed the capabilities of departments or
7 agencies," that would also apply that format to school
8 districts?

9 A It could apply, yes.

10 Q As far as the emergency planning procedures are
11 concerned for the Limerick Generating Station, what assurances
12 must be given at a higher level to the local level governments
13 for school districts about satisfying an unmet need?

14 A What assurances?

15 Q That's correct.

16 A The planning process itself is the method through
17 which information is exchanged. For instance, PEMA would
18 receive a request for an unmet need for buses from Chester
19 County who would then respond and I assume that response would
20 be in writing.

21 Q Is it fair to say then that the assurances about
22 unmet needs by higher level officials to the lower municipali-
23 ties or to local municipalities would be assurances that are
24 made in writing?

25 A I am assuming so but I cannot speak for those

1 government entities.

2 Q Given your knowledge and I am only asking for what
3 you know as an emergency planner having worked with the
4 counties and the school districts with regard to Chester
5 County, have the written assurances that have been made by
6 Chester County about the unmet needs for school buses, has
7 that been reduced to writing by Chester County to the lower
8 level either schools or municipalities?

9 MR. RADER: Objection, Your Honor. I think we need
10 more foundation as to what needs or requirements counsel is
11 referring to.

12 JUDGE HOYT: Yes. I would like for you lay your
13 foundation but I would like you to ask that question, but
14 please lay your foundation first.

15 BY MS. ERCOLE: (Resuming)

16 Q You are familiar, are you not, with the planning
17 procedures with specificity for Chester County?

18 A. (Witness Bradshaw) Yes.

19 Q You have given the example just a moment or two
20 ago about unmet bus resources, unmet needs as bus resources,
21 is that correct?

22 A. That is correct.

23 Q Are you or members of your panel and I refer
24 collectively familiar with the unmet needs situation for
25 transportation resources and buses for Chester County?

7-4

1 A. Generally, yes.

2 Q. As a matter of fact as an appendix to your prefiled
3 testimony, you have attached thereto and have made a number of
4 corrections to school bus resources for Montgomery and Chester
5 Counties appropriately delineated as attachment 11-A, is that
6 correct?

7 A. That is correct.

8 Q. Now this attachment 11-A which is on page 10 of your
9 prefiled testimony, is this an ECI generated list or is this
10 a list that has been supplied by Chester County?

11 A. This is an EC generated list based on our review of
12 the plans and the information was obtained from those plans,
13 yes.

14 Q. When you say that it was an EC generated list, what
15 do you mean by that?

16 A. It means that we compiled it as a result of our
17 review of the plans specifically for testimony purposes.

18 Q. Has this attachment 11-A, school bus resources for
19 Montgomery and Chester Counties, been discussed or reviewed
20 by Energy Consultants with the county coordinatory for Chester
21 County? I am referring to attachment 11-A.

22 A. Specifically attachment 11-A has not been discussed
23 with Chester County. However, the same information is
24 available in a slightly different format in Annex Q of the
25 Chester County plan.

1 JUDGE HOYT: Let me inquire of you. Is the same
2 figure used in attachment 11-A in the latter document that
3 you just noted?

4 WITNESS BRADSHAW: I would not say the same figures
5 are used because it is presented in a different way and there
6 are some differences.

7 JUDGE HOYT: Do you know what that difference is?

8 WITNESS BRADSHAW: Offhand, no.

9 JUDGE HOYT: I am sorry, counsel.

10 MS. ERCOLE: That's all right. Those were my next
11 questions.

12 JUDGE HOYT: Sorry that I usurped your prerogatives.
13 Please continue.

14 BY MS. ERCOLE: (Resuming)

15 Q Is it fair to say that in compiling the data for
16 attachment 11-A, specifically for Chester County at this time,
17 that the unmet needs that you have listed under school unmet
18 needs were reviewed and discussed with the county coordinator
19 for Chester County?

20 A (Witness Bradshaw) If I understand your question,
21 I stated earlier that we did not review this information in
22 11-A with Chester County previous to this in this format.

23 Q Is it fair to say that the data that you have put
24 into attachment 11-A, that you obtained this data from the
25 Annex Transportation Resources in the Chester County Plan?

1 A. That was one source plus it was accumulated from the
2 individual school district plans and private schools within
3 Chester County?

4 Q. The source of the statistics or the figures that you
5 used to compile attachment 11-A, can you indicate what they
6 were then other than the County plan?

7 A. The school district plans as I have indicated.

8 Q. So is it fair to say that when you did this for
9 Chester County, you reviewed Annex I of the Chester County plan?

10 A. Yes, that is correct.

11 Q. And that some of the statistics are from Annex I,
12 is that correct?

13 A. I would have to take a look. That was a consideration
14 in preparing the list, yes.

15 A. (Witness Cunningham) The Chester County plan
16 draft nine is dated September 1984 and the testimony was
17 prepared and filed, I believe, on November 2 of this year. We
18 previously testified as to the dynamic nature of the planning
19 process and so I just wanted to call attention in our response
20 that taking figures from a document of September 1984 and a
21 document prepared on November 2, 1984 would also have to take
22 into account any changes that would have resulted from changes
23 in the school district plan or in a county plan or as a result
24 of meetings that may have been held between the county or
25 school district that would be reflected in a future draft of the

1 county's plan.

2 JUDGE HOYT: In brief then, this meaning attachment
3 11-A of your prefiled testimony, is a more current list?

4 WITNESS CUNNINGTON: Yes, ma'am.

5 JUDGE HOYT: Very well. Go ahead, Ms. Ercole.

6 BY MS. ERCOLE: (Resuming)

7 Q With regard to the Chester County plan, which annex
8 or identification number did you use to compile these statistics?

9 MR. RADER: Objection, asked and answered.

10 MS. ERCOLE: He has indicated --

11 JUDGE HOYT: Let's hear the answer. I think it would
12 be quicker. Your objection is overruled.

13 WITNESS BRADSHAW: Both Annex I and Annex N were
14 referenced in preparing this material. However, I would note
15 that the school district figures in the County plan are more
16 up-to-date now because the County plan was issued previous to
17 some of the school district information.

18 BY MS. ERCOLE: (Resuming)

19 Q With regard to Chester County only, you have
20 referred to Annex N of the Chester County plan. Do you have
21 that in front of you?

22 A. (Witness Bradshaw) Yes, we do.

23 Q I believe it is captioned Appendix III, Annex N,
24 School Bus Resource Information, draft nine, Chester County
25 Plan.

7-8

1 Do you have that in front of you?

2 A. Yes, we do.

3 Q. With regard to attachment 11-A, it reflects does it
4 not after the Owen J. Roberts School District unmet needs "zero."

5 A. Yes, it does.

6 Q. When you look at appendix III, Annex N of the Chester
7 County Plan, subsection (c), Owen J. Roberts School District
8 unmet need "25." Do you see that?

9 A. That is correct.

10 Q. How can the Chester County Annex N plan reflect an
11 unmet need of 25 and your compilation for attachment 11-A for
12 Owen J. Roberts reflect an unmet need of zero?

13 A. As indicated in the title to the appendix, it is
14 school bus resources available for evacuation. That unmet
15 need is satisfied with county resources. That is indicated
16 in Annex I of the Chester County plan.

17 Q. With regard to Chester County, has Chester County
18 indicated to you that the county will supply the 29 buses that
19 are needed by the Owen J. Roberts school district?

20 A. The county plan states that Chester County has
21 identified over 200 buses and drivers available for an
22 evacuation.

23 Q. My question to you was and this is with all due
24 respect to the Board, has Chester County indicated to you that
25 the county will supply the 29 buses to the Owen J. Roberts

7-9

1 School District?

2 MR. RADER: Objection, asked and answered. The
3 witness previously referred to the part of the plan which
4 made that designation.

5 JUDGE FOYT: We will permit the answer if the panel
6 knows.

7 WITNESS BRADSHAW: It is my understanding that
8 Chester County will not make that commitment until the formalized
9 letters of agreement are completed.

10 BY MS. ERCOLE: (Resuming)

11 Q Have those formalized letters of agreement been
12 completed?

13 A. (Witness Bradshaw) No, they haven't.

14 Q So as of this stage, the county has not agreed to
15 supply the 29 buses to the Owen J. Roberts School District?

16 A. I believe I answered that.

17 Q Is that correct?

18 A. The buses have been identified and will not be
19 committed formally until those letters of agreement are
20 formally completed.

21 Q Has Chester County stated that they will supply the
22 29 buses to the Owen J. Roberts School District as you have
23 indicated in Attachment 11-A?

24 MR. RADER: Objection, Your Honor. Counsel is now
25 arguing with the witness.

7-10

1 JUDGE HOYT: Yes. I think we have gone one step
2 beyond, counsel.

3 BY MS. ERCOLE: (Resuming)

4 Q When you list after Owen J. Roberts School District
5 unmet need "zero," does that indicate that the county has
6 supplied all the unmet needs?

7 A (Witness Bradshaw) It indicates that those resources
8 are available and are intended to be supplied by the county,
9 yes.

10 Q Has it indicated that the county is supplying that
11 need?

12 A Yes.

13 Q On what do you base that for Chester County?

14 A The fact that Chester County has met with bus
15 companies within its jurisdiction and obtained verbal agreements
16 for those resources which are now in the process of being
17 reduced to written agreements.

18 Q How long has this process of reducing these
19 commitments to written agreements been going on?

20 A I do not know when Chester County met with those
21 bus companies. Energy Consultants was not a party to those
22 meetings.

23 Q Does anyone from your panel know?

24 (Panel conferring.)

25 A I don't believe anyone else on the panel was a party

1 to those meetings. Energy Consultants was not a party.

2 Q Since you were not a party to those meetings, is it
3 fair to say that you do not know what transpired at those
4 meetings?

5 A We have a general understanding of what transpired
6 through our work with Chester County.

7 Q Do you know specifically what transpired at those
8 meetings?

9 A No, I do not.

10 Q So is it fair to say that since you do not know
11 specifically what transpired at those meetings, you cannot
12 state that the county will satisfy all the unmet needs to the
13 Owen J. Roberts School District?

14 A I don't feel that is a fair representation.

15 JUDGE COLL: I am sorry. I didn't hear your answer.

16 WITNESS BRADSHAW: No. I don't feel that is a fair
17 representation.

18 BY MS. ERCOLE: (Resuming)

19 Q Has Chester County indicated to you or to Energy
20 Consultants that the County has unmet needs regarding buses
21 that will be passed on to PEMA?

22 A (Witness Bradshaw) It has indicated to us that
23 until such time as their agreements are formally completed,
24 they would pass that bus unmet need to PEMA as a back-up to
25 their own.

1 Q So since those letters of agreement have not been
2 completed therefore, the unmet need has now been passed to
3 PEMA, is that correct?

4 MR. RADER: Your Honor, could you please instruct
5 counsel not to shout at the witness. This is about the fourth
6 or fifth time this has happened. I don't think that is very
7 fair for counsel to do that.

8 MS. ERCOLE: I apologize, Your Honor.

9 JUDGE HOYT: Very well.

10 MS. ERCOLE: May I ask the question with lesser
11 volume?

12 JUDGE HOYT: Yes.

13 BY MS. ERCOLE: (Resuming)

14 Q Would you answer the question, please?

15 A (Witness Bradshaw) Could you please repeat it?

16 Q You have indicated that until such time as the
17 letters of agreement have been reduced to writing and the
18 commitment is in writing, unmet needs for the county, the
19 bus resource needs for the county, will be passed on as unmet
20 needs from PEMA, is that correct?

21 A That is correct.

22 Q So can you indicate today that since Chester County
23 does not have written agreements with the bus companies how you
24 can enter that the County will supply 29 buses and that there
25 are no unmet needs for Owen J. Roberts?

1 A. As I previously stated those bus resources are
2 available in the county. As a purely administrative matter
3 they are not being committed and are being passed on to PEMA
4 as a back-up but they are available and technically speaking
5 there is no unmet need.

6 Q. Did you not state on page three, paragraph five
7 where unmet needs exceed the capabilities of the departments
8 or agencies, they are forwarded to the Commonwealth?

9 A. Yes, that is correct.

10 Q. In this case are the bus resources forwarded to the
11 Commonwealth?

12 A. Yes, they are.

13 Q. Under your definition of unmet needs on page three,
14 they are unmet needs, is that correct?

15 A. Yes, but I think it is a matter of semantics here.
16 For purely administrative reasons, they have asked for a
17 redundant back-up but technically speaking the unmet need is
18 zero.

19
20
21
22
23
24
25
end #7

UNAVAILABLE
CUSTOM CONTENT

1 Q Are you saying the unmet need is zero
2 because PEMA will supply the busses?

3 A No.

4 Q The county can't?

5 A The unmet need is zero because those resources
6 are contained within the county.

7 Have the resource commitments been obtained
8 within the county?

9 A Formalized written agreements are not completed
10 at this time.

11 Q Do you know how many will be completed?

12 A No, I do not.

13 Q Do you know how many have been -- do you
14 know whether any have been completed at all as of this
15 time?

16 A There are only verbal commitments at this time.

17 Q Has there been any indication to Energy
18 Consultants, Inc. in terms of when these verbal
19 commitments will be reduced to writing?

20 A No, there hasn't.

21 Q And it is your testimony that you do not know
22 why they haven't been reduced to writing; is that correct?

23 A That is correct, although there has been no
24 indication that there would be a reason why they would
25 not be.

1 Q Is it fair to say that with regard to the
 2 other school districts that you have delineated in
 3 attachment 11-A, that where you have indicated the
 4 county to supply, that that includes resources that
 5 have been passed on to PEMA as backup?

6 A No, that is not true.

7 Q Other than the Owen J. Roberts School District,
 8 which I have used as an example, can you indicate
 9 whether any of the other -- whether any of the other
 10 counties by school district have passed unmet needs up to
 11 PEMA?

12 A Other counties?

13 Q Well, the other school districts in Chester
 14 County or Montgomery County.

15 A Other school districts in Chester County
 16 which had an unmet need would fall under the same
 17 situation as we have described for Owen J. Roberts.

18 Q And those school districts, for the record,
 19 would be

20 A In addition to Owen J. Roberts, Great Valley,
 21 Downingtown, and Phoenixville, plus the Valley Forge
 22 Christian College.

23 Q So we are speaking in terms of a total of
 24 five school districts on attachment 11-A that are so
 25 affected; is that correct?

1 A Four.

2 Q Including Owen J. Roberts.

3 A (Witness Cunnington) It is four scho_1

4 districts and the Valley Forge Christian College.

5 Q You have it listed under school district.

6 I am basing this based upon what your representations

7 are. Valley Forge Christian College is listed as a

8 school district; is that correct?

9 A (Witness Bradshaw) It is listed under

10 school district, yes.

11 Q So of the five items, entities listed under

12 school district, in all those cases, in those five

13 cases where unmet needs are indicated as zero,

14 it is fair to say that those unmet needs have not been

15 supplied by the county as of this time.

16 A It is fair to say that those unmet needs are

17 not represented by written agreements. There is a

18 verbal agreement to provide those resources through the

19 county.

20 Q And in the interim, until those written

21 agreements are reduced to paper, those needs have been

22 passed to PEMA; is that correct?

23 A The request for those resources -- for

24 resources to cover that need has been passed to PEMA

25 as redundant backup until such time as their own are

1 reduced to writing.

2 Q Why did you not indicate on attachment 11-A which
3 of the unmet needs have been forwarded as backup to PEMA?

4 A Because this table represents bus resources
5 which the counties have identified to satisfy those
6 unmet needs. When those bus resources are applied to
7 the school district needs, you get an unmet need of zero.

8 Q According to your compilations?

9 A And the indications to this in Chester County
10 plan and Annex I.

11 Q With regard to the Montgomery County School bus
12 resources as indicated in attachment 11-A, you have
13 indicated for the Pottstown School District 92
14 busses that are needed. County to supply 66 busses;
15 is that correct?

16 A (Witness Cunningham) Yes, ma'am.

17 Q With regard to the Pottstown School
18 District, the county that will supply those busses is
19 Montgomery County; is that correct?

20 A Yes. It is.

21 Q Were you going to qualify that.

22 Q No. I was just -- I am having some trouble
23 here. I could use a little bit of water. But I just
24 said yes, it is twice.

25 Q And the county to supply the 66 busses for

1 the Pottstown School District, as far as Montgomery
2 County is concerned have the items in attachment 11-A
3 been reviewed with the county coordinator for
4 Montgomery County?

5 A No.

6 JUDGE HOYT: Can we pause a moment to allow
7 this witness to get a sip of water somewhere. I
8 am most sympathetic with his condition. We will just
9 remain in session.

10 (Discussion off the record.)

11 JUDGE HOYT: We will go back on the record
12 when you are ready to proceed.

13 MS. ERCOLE: Thank you.

14 BY MS. ERCOLE:

15 Q With regard to the Pottstown School District,
16 it is reflected that the county is to supply 66 busses,
17 this compilation you have indicated has not been
18 reviewed with the county coordinator?

19 A Yes. But the county coordinator is aware of
20 the unmet needs that were submitted by the private
21 schools and the school district that sum up those numbers.
22 He has participated -- the county has participated in
23 numerous meetings, and the county's plan reflects those
24 numbers.

25 Q With regard to the 66 busses that the county

1 is to supply for the Pottstown School District, have
2 those busses been guaranteed in writing?

3 A The county has reflected the availability of
4 those resources in their county plan; has discussed that
5 availability with the school districts and the private
6 schools involved.

7 Q But has it been reduced to writing?

8 A I am not even aware that it has been
9 requested in writing from any of those school districts.

10 Q So the reference that the county is to supply
11 the 66 busses to Pottstown, you are not aware or you
12 do not have knowledge in terms of whether the commitment
13 for those busses has been reduced to writing?

14 A The commitment -- if I was interpreting your
15 question correctly, I believe you were asking a
16 commitment from the county to the particular school
17 districts and private schools involved?

18 Q That is correct.

19 A And I answered it, there are commitments from
20 the bus companies that will be providing those resources
21 to Montgomery County who is coordinating them.

22 Q And the basis for your saying that the county
23 to supply the 66 busses is based upon the written
24 commitments that the Montgomery County has with these
25 various bus companies?

1 A Montgomery County has met and discussed
2 transportation during emergencies with 33 separate
3 providers of transportation in the county. It has
4 verbal commitments from all 33. It has -- it began
5 the process of reducing those verbal commitments to
6 writing in later March and early April of this year.

7 And at my latest representation from the
8 county, there were 21 written agreements out of the 33
9 on file at the county.

10 Q So of the commitments that are not reduced
11 in writing, is that procedure handled the same way
12 that the Chester County procedure is handled -- that is
13 to say, that it is passed on to PEMA as a backup resource?

14 A It is a similar procedure. The county has --
15 the county has plans to update their bus information
16 on a yearly basis. And, in fact, in September of this
17 year, they corresponded with all 33 of the providers,
18 again, to get the accurate information for the school
19 year 1984-85.

20 And in September there were not 21 agreements.
21 I don't recall the number of agreements that were
22 signed as of September, but any agreement that had
23 not been reduced to writing was resubmitted by the county
24 to the bus providers requesting them, when they provided
25 the additional information for this current school

1 year, to again execute that agreement.

2 And the county is not in the process, since
3 September, of continuing the process of executing those
4 agreements.

5 Therefore, the county has transmitted in
6 the latest draft of its plan to PEMA a request for
7 some busses to act as backup, but they are not --
8 but it was their determination that it would not be
9 all of the busses necessary.

10 And from recollection, I believe they requested
11 39 busses and ten vans. But I would have to check that
12 in the plan to be totally accurate. If you will give
13 me a moment, I can.

14 Q Just for clarification, when you say they
15 have requested 39 busses and ten vans, you are saying
16 they have requested that of PEMA?

17 A Yes. They have requested them not as an unmet
18 need but as a reserve to supplement the county's
19 existing reserve of school busses and vans.

20 Q Is that because of the fact that they do not
21 have their other agreements with the bus companies
22 reduced to writing?

23 MR. RADER: Your Honor, if I may, I believe
24 the witness indicated that he wished to check the chart
25 for his previous answer.

1 The questioning continued. I believe he
2 should be given an opportunity to do that.

3 JUDGE HOYT: Very well. We will pause here
4 and allow the witness to check his documents that he has
5 before him.

6 (Pause.)

7 WITNESS CUNNINGTON: I did check. The
8 emergency reserve they requested was 39 busses and ten vans.
9 What I would like also to say is that --

10 MS. ERCOLE: I had a question that was
11 outstanding.

12 JUDGE HOYT: Well, let him finish his answer,
13 counsel.

14 Go ahead.

15 WITNESS CUNNINGTON: I said that the mechanism
16 was that they used the same mechanism that Chester
17 County did. They obviously, as I have said now in
18 my testimony, they have used different numbers.

19 Chester County had its own reasons for
20 requesting their reserve or backup to PEMA.
21 Montgomery County had different reasons.

22 Montgomery County's reasons, as they have
23 been represented to me, are that the county has felt
24 it important throughout the entire planning process
25 to develop not only the number of busses needed to

1 effect an evacuation, but also to have included within
2 that total a reserve.

3 Subsequent to their initial contacts with the
4 county, with the providers in March and April of this
5 year, they have had to use several of their reserve
6 busses and assign them to schools because of increasing
7 enrollment.

8 Therefore, the county thought it would be
9 prudent to request some additional backup to the school
10 busses and vans that they had been assigning since
11 the spring of the year to cover contingencies in local
12 private school and school district plans.

13 And I believe they used approximately 10
14 percent of the total number of vehicles that they had
15 assigned at the time that the plan was submitted in
16 October as the figure that they used for calculating
17 this reserve that they were requesting from PEMA.

18 BY MS. ERCOLE:

19 Q Is it fair to say that one of the reasons also
20 why this reserve was requested from PEMA is because
21 there were approximately the 12 bus company agreements
22 that were outstanding where they did not get written
23 responses from?

24 A That was never represented to me as a reason
25 in Montgomery County.

1 Q Although it was a reason in Chester County;
2 is that correct?

3 A (Witness Bradshaw) The reason Chester County
4 requested a redundant backup to their resources was
5 that they had not formally completed those written
6 agreements, yes, if that was your question.

7 Q With regard to any of the school districts
8 in Montgomery County, has Montgomery County
9 requested PEMA to supply any busses as an unmet need?

10 A (Witness Cunningham) I believe I answered
11 previously no. They have only requested from PEMA
12 school busses and vans as an emergency reserve for the
13 reasons that I have stated.

14 Q My question is, why did they ask for an
15 emergency reserve?

16 A I believe, your Honor, I answered that
17 when they had originally developed the assignments
18 back in the spring of the year, they had developed
19 a reserve within the county and, as there was increasing
20 enrollments and changes in the private and public
21 school plans, they have had to assign some busses from
22 their original reserve to actual assignment for
23 Limerick, and felt it would be prudent to
24 request a reserve of the state of roughly 10 percent.
25 It was their desire to do this.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q That was my question. Why did they ask the state for busses for a reserve?

MR. RADER: Objection, your Honor. The witness has answered that question twice now.

JUDGE HOYT: I just don't think you've got the right witness for the answer that you are looking for. I am going to sustain the objection.

END 8

HEMLOCK

CRASAD

Ace Federal Reporters, Inc.

444 NORTH CAPITOL STREET

WASHINGTON, D.C. 20001

(202) 347-3700

T9mm1

1 BY MS. ERCOLE:

2 Q You have indicated on page 7 of your testimony,
3 paragraph 14, that since all unmet needs for buses have been
4 satisfied. Sufficient buses exist within the three counties
5 to implement evacuation of schools in one lift.

6 Is it fair to say, Mr. Bradshaw, that you wrote
7 that?

8 A (Witness Bradshaw) Yes, it is.

9 Q And is it your position that all unmet needs for
10 buses have been satisfied?

11 A Yes, it is.

12 Q And by what has that been satisfied. What is the
13 foundation for that?

14 MR. RADER: Objection, your Honor. We have been
15 through this time and again.

16 The witness has explained his review of the plans
17 and the statements in the plans of the resources and needs for
18 the particular jurisdictions.

19 MS. ERCOLE: With the Board 's permission?

20 JUDGE HOYT: Go ahead.

21 MS. ERCOLE: With the Board's permission, my
22 questions have focused upon their ECI generated list,
23 compilation of the school bus resources for Montgomery and
24 Chester County on the question of the bus resources.

25 I would like to know upon what they base that,

mm2

1 and then I would like to explore the appropriate annexes for
2 which they use to base their conclusion.

3 MR. RAJER: That's exactly what the witnesses have
4 been doing for the last half hour.

5 MS. ERCOLE: Only as far as their attachment is
6 concerned. We haven't even gone into the County attachment.

7 JUDGE HOYT: Objection sustained.

8 MS. ERCOLE: May I have one moment.

9 JUDGE HOYT: You might consider, is this a break
10 for you?

11 MS. ERCOLE: It is. That is why I am taking a
12 moment so I can go on to my next area.

13 JUDGE HOYT: I was thinking in terms of breaking
14 for lunch and having a recess at this time.

15 Is this a good time for you?

16 MS. ERCOLE: Yes.

17 JUDGE HOYT: Very well. The Board will recess --

18 MS. BUSH: Judge Hoyt, before you go off the record
19 I would just like to indicate for the record that the City of
20 Philadelphia will not be attending the hearing this afternoon.

21 JUDGE HOYT: Very well.

22 Will you come back to the hearings before your
23 Contentions are available?

24 MS. BUSH: It really depends on my other case obliga-
25 tions and preparation time for our hearings.

mm3

1 I will keep in touch with the Commonwealth as to
2 how the schedule is going.

3 JUDGE HOYT: Very well. That is probably the best
4 method that can be used.

5 MS. FERKIN: Yes. I will be keeping City counsel
6 up on these proceedings.

7 JUDGE HOYT: Thank you, Ms. Ferkin, if you will.
8 Very well. We will recess until 1:15.

9 (Whereupon, at 11:57 a.m., the hearing was recessed
10 to resume at 1:15 p.m., this same day.)

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

mm4

AFTERNOON SESSION

1:20 p.m.

JUDGE HOYT: The hearing will come to order.

Let the record reflect that all the parties to the hearing who were present when the hearing recessed, are again present in the hearing room, except counsel for the City of Philadelphia, as previously noted has withdrawn temporarily. She has not withdrawn, but is not present in the hearing room.

The witnesses again are on the witness stand.

Whereupon,

ROBERT BRADSHAW,

JOHN CUNNINGTON

and

ROBIN HOFFMAN WENGER

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

JUDGE HOYT: I will remind you once more that you are still under oath.

MR. RADER: Judge Hoyt, if I may be heard on one brief preliminary matter.

JUDGE HOYT: Very well.

MR. RADER: You will recall that the Board previously expressed its desire that Mr. Krimm be heard separately on LEA 2430/1.

And I wonder, given the fact it appears that this

mm5]

1 panel will be engaged until the close of our session on
2 Wednesday, if Mr. Krimm might be excused until Monday, so that
3 he could perform other functions.

4 JUDGE HOYT: I see no reason that the witness be
5 retained. If he wishes to be available then on Monday, whatever
6 that date happens to be -- and I can't recall at the moment.

7 MR. RADER: Yes, ma'am.

8 JUDGE HOYT: That is agreeable with the Board.

9 MR. RADER: I appreciate that. Thank you.

10 JUDGE HOYT: Are there any other counsel with
11 witnesses that may wish to withdraw before Monday in view of
12 where we are in the testimony?

13 MS. ERCOLE: We have no further statements.

14 JUDGE HOYT: Very well.

15 I wonder if counsel would have any objection to
16 marking this Applicant's Exhibits Emergency Plan, 61 entries,
17 exhibit index, if you wish, and attached to the record as
18 counsel exhibit. The concern of the Board is that it has been
19 referred to a number of times in this testimony, and I think
20 perhaps it better be attached to the record.

21 MR. RADER: Yes, I would suggest it be incorporated
22 in the transcript at the point at which it was mentioned.

23 JUDGE HOYT: Very well, that was this morning.

24 MR. RADER: Yes, ma'am.

25 JUDGE HOYT: Inserting it may be a problem. I will

mm6

1 inquire of the reporter.

2 MR. RADER: That had been my intention. I am sorry
3 if I failed to make that clear.

4 JUDGE HOYT: We will attach it then to the record,
5 and the reporter will be instructed to put it in the appropriate
6 place in this morning's testimony. If necessary we can do that
7 by placing a letter identification on it so that it will be --
8 if it is page 10 and we want to put it after page 10, then
9 we will mark the exhibit 10-A. I think everyone can follow
10 that.

11 MR. RADER: Would it be helpful, for example, if
12 we labeled this as Applicant's E-0, since it precedes all the
13 other exhibits?

14 JUDGE HOYT: I don't think we need to do that. I
15 think as long as we have it somewhere in the record, so that
16 it will be perfectly obvious what we have all been looking at
17 and talking about.

18 MR. RADER: Very good.

19 JUDGE HOYT: The copy that I am directing in the
20 record is that new and substituted copy that you made available
21 to us this morning. I think the difference in the entry in
22 number 51 for the Downingtown area. Under the column
23 labeled Draft Number, this is Rev. 0. That is the copy that
24 will be included.

25 Very well. I think we have got everything else out

mm7

1 of the way now.

2 Are you ready to resume your cross?

3 MS. ERCOLE: Yes.

4 JUDGE HOYT: Very well, proceed.

5 CROSS-EXAMINATION (Resumed)

6 BY MS. ERCOLE:

7 Q The Chester County plan, Annex I, Appendix I-1, and
8 Appendix -- Annex N, Appendix 3 referred in your testimony
9 paragraph 12, on page 6.

10 I would just ask the panel if they could just pull
11 those documents.

12 A (Witness Bradshaw) Annex I?

13 Q This is the Chester County Annex I, that's correct.

14 A This is Chester County Draft Plan No. 9.

15 A Yes.

16 Q I believe for the record is captioned Annex I,
17 Transportation. Is that correct?

18 A Annex I, Appendix 1 is Transportation, Resources.
19 Annex I is Transportation, I believe, yes.

20 That's correct.

21 Q In Annex I, Transportation Resources is listed
22 under appendices number one, is that correct?

23 A That's correct.

24 Q And when you make the reference in paragraph 12,
25 page 6, to Transportation Resources, one turns to the first

mm8

1 appendix, is that correct?

2 A That's correct.

3 Q Now, turning to Appendix 1, Annex I, Transportation
4 Resources, according to those directions in Draft 3, under
5 Transportation Resources, the list for -- under number I,
6 reflects what resources?

7 A Ambulance resources of the county.

8 Q Okay. Ambulance resources.

9 A Yes, that's right.

10 Q And it gives the total number of ambulances as
11 45, is that correct?

12 A That's correct.

13 Q And under II, where it reflects bus resources,
14 does it indicate a total?

15 A It is footnoted with the total information, yes.

16 Q Well, my question is that in the draft plan 9 that
17 I currently have, and in turning to, according to the
18 instructions I just gave you under bus resources, after name
19 it is blank, after address it is blank, there is no number
20 under total. Is that correct?

21 A That's correct. The footnote gives the number.

22 Q With regard to the ambulances, there is a number
23 there. Why is there not a number under total for bus
24 resources?

25 A I believe the footnote explains the reason.

mm9

1 Q Is it because there are not total bus resources.

2 A No. The footnote gives you the total.

3 Q So going to the footnote which is not under the
4 total section, is that correct?

5 MR. RADER: I object to the characterization by
6 counsel.

7 MS. ERCOLE: I'll read the footnote.

8 JUDGE HOYT: Very well.

9 MS. ERCOLE: Chester County DES has identified
10 over 200 buses and drivers and is arranging for their use.

11 BY MS. ERCOLE:

12 Q Is the total number zero, or is it 200?

13 A (Witness Bradshaw) What total are you referring to?

14 Q The total number that should be under bus resources.

15 A It is clear to me in reading that, that that number
16 200 would be in the total.

17 Q Oh, so what should be inserted then after bus
18 resources under buses is 200?

19 A That's not what I said.

20 Q Well, what number should be put in there? Should it
21 be zero, or should it be 200? Because there is no number.

22 A If there is a number to be put in there, it is to
23 be put in there by Chester County. I think they have appropriately
24 footnoted the information which provides the total of buses
25 which they identified.

mm10

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

Q Has Chester County put that total number in?
A In the footnote, yes they have.
Q But they haven't entered it under the word?
A That's correct.

end 9

mn-#10-1

1 Q When you say hasidentified, what do you mean by
2 identified?

3 A (Witness Bradshaw) Chester County has said that they
4 have identified. I haven't said that.

5 Q You have used the word Chester County has identified
6 as an explanation for this page which you have used as a basis
7 for your testimony that unmet needs have been satisfied. My
8 question to you is in making the representation that unmet
9 needs have been satisfied, what do you understand has been
10 identified?

11 A My information is based on discussions with Chester
12 County which have indicated to me that they have identified
13 200 buses, over 200 buses, available for evacuation of
14 Limerick and that those bus company contacts involve
15 meetings, verbal agreements and those verbal agreements are in
16 the process of being reduced to written agreements.

17 Q Is it because they have no definite number in terms
18 of the number of buses that they have not inserted a number in
19 the total?

20 A You would have to ask the county that.

21 Q So it is fair to say then that you do not know?

22 A I know what that information is available to me in
23 that footnote.

24 Q But it is fair to say in terms of what number should
25 be inserted under the total, one would have to ask the County,

1 is that correct?

2 A. That is correct.

3 Q. The individual or individuals who have the authority
4 to insert that number under total would be Chester County
5 Emergency Management, is that correct?

6 A. That is correct.

7 Q. Is it fair to say that you do not have the authority
8 to insert that number?

9 A. Yes, that is a fair statement.

10 JUDGE HOYT: Counsel, I think the witness has
11 answered that question I can count at least three times.
12 Can you move on, please?

13 BY MS. ERCOLE: (Resuming)

14 Q. With regard to appendix III under the Chester County
15 Plan, Annex N, the basis for your conclusion about the unmet
16 needs having been calculated is based upon this document as
17 well, is that correct?

18 A. This document is partial basis, yes.

19 Q. That is the same document that has been referred in
20 your testimony on that same paragraph number 12, page six?

21 A. That is correct.

22 Q. In that same document it reflects for the Phoenixville
23 School District 17 buses as an unmet need, is that correct?

24 A. That is correct.

25 Q. With regard to the Montgomery County Plan, Annex I,

1 which would be Montgomery County draft number seven, in
2 Annex I, Appendix I-2, that is transportation resources for
3 that county, is that correct?

4 A. Yes, the whole Annex would be.

5 Q. Is that annex that you have referred to, has that
6 been provided to all the parties as an attachment to the County
7 plan?

8 A. Yes, it has.

9 Q. Has all the information that is contained under
10 tabulation three, bus companies, been provided?

11 A. In most cases the assignment information, I believe,
12 the last category called Limerick Assignments, had been
13 blackened out from certain circulation copies.

14 Q. These circulation copies of which that data is
15 blackened out is whose circulation copies?

16 A. It would be everyone beyond Montgomery County.
17 Montgomery County would hold the only unedited version.

18 Q. When you say Montgomery County, you mean the Office
19 of Emergency Management?

20 A. That is correct.

21 Q. Is it fair to say then that in the County plans and
22 the appendices that have been attached for the purposes of the
23 parties here today the Limerick assignments have been
24 blackened out or whited out?

25 A. No, it isn't. For the record, an edited version was

1 made available through discovery.

2 Q With regard to the applicant's exhibits for
3 Montgomery County draft number, which appendix and tabulation
4 three is attached for purposes of this record, does it include
5 the Limerick assignment units that are numerically presented
6 or does it include the ones that are whited or blackened out?

7 A I would have to check.

8 MS. ERCOLE: Could we just check for that?

9 JUDGE HOYT: Would it take any length of time to do
10 so?

11 WITNESS BRADSHAW: The plans are in no particular
12 order in the boxes. I would have to go through two boxes.

13 MS. ERCOLE: Do you have the Montgomery County plan?
14 May I ask the witness that question?

15 JUDGE HOYT: I understand him to say that it is in
16 one of two boxes, is that the idea?

17 WITNESS BRADSHAW: We have a copy here.

18 JUDGE HOYT: Do you have it before you now?

19 WITNESS BRADSHAW: Yes.

20 JUDGE HOYT: All right. Very well. Go ahead.

21 BY MS. ERCOLE: (Resuming)

22 Q Is the plan that is a part of the record in this
23 case, does it have the Limerick assignments and units
24 appropriately delineated?

25 A (Witness Bradshaw) If it is the same plan as we have

1 in front of us it would be an unedited version.

2 JUDGE HOYT: What plan do you have in front of you?

3 WITNESS BRADSHAW: We have a draft seven of the
4 Montgomery County plan.

5 MS. ERCOLE: Judge Hoyt, if it is permissible just for
6 clarification, we do have the Montgomery County draft but the
7 question is whether we have all the completed data in terms
8 of bus company assignments. Apparently, there are two versions.

9 JUDGE HOYT: You brought it up, but let me see
10 if I can find out what you have in front of you? Is that
11 draft seven?

12 WITNESS BRADSHAW: Yes, it is.

13 JUDGE HOYT: Is it dated October of 1984?

14 WITNESS BRADSHAW: Yes, it is.

15 JUDGE HOYT: Which one do you want?

16 MS. ERCOLE: The one that we want is the one where
17 the Limerick assignments are not blackened out.

18 JUDGE HOYT: Do you know which version it is?
19 Did you get it in discovery?

20 MS. ERCOLE: We did not personally get it in
21 discovery, no. Now whether it was made available in their
22 offices or what have you, I don't know. What we have is the
23 county plan and we have the appendix as an attachment but what
24 happens on some of the circulations of these drafts, people
25 have blacked out where the Limerick assignment units are. We

1 have some of the data but we don't have where the buses are
2 assigned to.

3 JUDGE HOYT: These witnesses didn't black that out.

4 MS. ERCOLE: I don't know. That is what I am trying
5 to ascertain.

6 JUDGE HOYT: Say that again, please. I am sorry.

7 Ms ERCOLE: I don't know what the witnesses did.
8 I just wanted to find out what was in our record here and to
9 see whether the other parties have the complete assignment
10 sheet for the buses because it is obviously critical.

11 MR. RADER: Judge Hoyt, may I offer some clarification
12 here possibly.

13 JUDGE HOYT: Please.

14 MR. RADER: It is my understanding that when the
15 plans were provided to LEA as per the Board order, there were
16 certain items deleted at the request of the counties or
17 municipalities to protect information which they wished at that
18 time to hold confidential.

19 We have copies back here which will be a part of this
20 record and we will be happy to make them available to LEA for
21 the purpose of this hearing. However, I do wish to state that
22 at no time prior to this had we received any requests from LEA
23 to receive any particular information regarding Limerick
24 assignments which is now the subject of this cross-examination.

25 I might also note that the particular contention at

10-7

1 hand here deals with the number of buses and not their
2 assignment, so I don't see why the information is relevant
3 any way.

4 If the Board looks at the information available
5 in this particular Appendix under units available for
6 mobilization, I think that gives the information required to
7 determine the number of buses available for this particular
8 plan.

END#10.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

1 JUDGE HOYT: Mrs. Ercole, do you want to
2 respond?

3 MS. ERCOLE: If I might, the record that
4 the Board should have in front of it, I think all
5 the parties should, should be the complete annex of the
6 county plan without any material deleted at all. I
7 just wanted to make sure that all the parties had this
8 information in front of them and that that is in the
9 record.

10 JUDGE HOYT: M.: Ercole, that is up to the
11 other parties if they wish to have it. You seem to be
12 the only one that has requested it.

13 I think if you haven't gotten it either through
14 discovery or made some effort to get it up to this
15 point, I see no reason we should delay the proceedings
16 because we have before us the current version, and that
17 is what we are considering, and the current version is
18 the one that has been identified as draft number seven.

19 MS. FERKIN: Could we have a moment, please,
20 Judge Hoyt. I would like to speak to counsel for LEA.

21 (Discussion off the record.)

22 JUDGE HOYT: Counsel what version of the
23 plan did you offer just a moment ago?

24 MR. RADER: Let me make it clear that we have
25 offered the current version of the plan. I think what

1 counsel was referring to was the same version with
2 certain information which, according to her, was blacked
3 out in her copy.

4 JUDGE HOYT: That was the one that was done by
5 the county?

6 MR. RADER: It was done at their request.

7 JUDGE HOYT: At their request.

8 Now, what are you offering? Are you offering
9 the version without the deletions?

10 MR. RADER: That is correct.

11 JUDGE HOYT: If you have got it, counsel,
12 and you have waited until this late date, I must say,
13 that is rather disturbing.

14 MS. ERCOLE: That is all we wanted to
15 establish.

16 JUDGE HOYT: You wanted to establish that it
17 existed?

18 MS. ERCOLE: We wanted to establish that
19 that was the copy that was being offered and to make
20 sure that further questions as far as Energy Consultants
21 was concerned, that they had that data and that the
22 other parties did as well.

23 MR. RADER: In answer to your question,
24 Judge Hoyt, I so represent that we have offered in
25 evidence a copy of the Montgomery County plan with

1 information relating to the Limerick assignments in
2 Annex I, Appendix 3, I believe it was -- Appendix 2, tab 3.

3 JUDGE HOYT: Tab 3. Very well.

4 MS. ERCOLE: And that that data is available.

5 Okay. Thank you.

6 BY MS. ERCOLE:

7 Q To the panel, referring to the Montgomery
8 County Appendix I-2 with the Limerick assignments that
9 have been entered, on page I-26, it reflects the name
10 of the bus company or a bus service.

11 Do you have that in front of you?

12 A (Witness Bradshaw) Yes, we do.

13 Q As an example, it reflects Hagey's Bus Service.

14 A Yes. In the new plan it is on a different page.

15 Q Oh, it is? Okay.

16 It also reflects -- I am just using this as
17 an example -- with regard to Hagey's Bus Service, it
18 reflects that they are providing drivers numbering in 18.
19 It also reflects that they are providing no school busses.

20 A (Witness Cunningham) It does not reflect
21 that they are providing drivers in the number of 18.
22 That information that was collected and is represented
23 in that column indicates that Hagey's provided the county
24 information that they employ 18 dri-ers.

25 Q Under vehicles operated, it reflects that it

1 reflects -- it reflects that there are no school busses
2 that it operates and that it has 12 coach busses.

3 Did I read that correctly?

4 A You did.

5 Q With regard to the units available for
6 mobilization --

7 A Yes, ma'am.

8 Q -- it reflects under day time four units.

9 Just so that I am reading this correctly, does it
10 mean that there are four busses of the 12 available from
11 Hagey's Bus Service?

12 A At the time that Montgomery County
13 interviewed the operator of the Hagey's Bus Service,
14 when asked a series of questions by the county to
15 determine availability in times of emergency --

16 Q And --

17 A -- the provider indicated that four would be
18 available.

19 Q And is the discussions that had occurred,
20 is that the number that was reflected at the time that
21 the agreement was signed between the county and the
22 bus company, if you know?

23 A This reflects the data that was collected at
24 an interview with the operators of the bus companies.
25 The agreement was offered by the county subsequent to the

1 interview and does not reflect a number.

2 Q With regard to hours, there is, after the
3 number four, it reflects a one in parentheses.

4 Does that mean that the four units are available
5 during the day time for one hour?

6 A No, ma'am. That is mobilization time.

7 It indicates that the provider estimated that it would
8 take approximately one hour to mobilize those four
9 resources, up to one hour.

10 The data that the county has can reflect a
11 range of time. The translation in this chart would
12 reflect the high time on the range.

13 Q With regard to the evening hours, five of
14 the busses would be available, and it would take a
15 mobilization time of one hour or up to one hour,
16 according to your chart; is that correct?

17 A That is correct.

18 Q Is there any indication under this particular
19 annex for transportation providers in terms of whether
20 the four busses are available all day during the day time or
21 part of the time during the day time?

22 A There is no reflection in this chart. The
23 information that was collected by the county might footnote
24 any unusual circumstance that the bus provider might
25 have indicated to the county. But generally the chart

1 reflects that under the circumstances of a county's
2 notification of that bus provider, that provider would
3 estimate that four vehicles would be available in the day
4 time, five vehicles would be available in the evenings,
5 and that as you stated correctly, that they would take
6 up to one hour to mobilize.

7 Q And would it necessarily be footnoted here
8 if there were just certain times of the day the busses
9 would be available or the evening?

10 A No. I do not believe there are any footnotes
11 here to reference that; none are indicated.

12 Q And would it be fair to say that all that
13 information then would be in the hands of the county?

14 A Yes, ma'am. The county maintains a file
15 with, in addition to this information, confidential
16 contact information, individuals authorized to provide
17 the resources.

18 Q With regard to the Wissahickan School District,
19 which is reflected in that same annex, page I-2-14,
20 and as you indicated, what I have in front of me may
21 be different from the page you have --

22 A The copy we have in front of us has it on
23 I-2-15.

24 Q You do see the Wissahickan School District?

25 A Yes, ma'am.

1 Q And for the Wissahickan School District it
2 reflects that they do have 69 drivers employed.

3 A That is correct.

4 Q And 40 school busses that they have operated;
5 is that correct?

6 A Yes, ma'am.

7 Q And according to this diagram, 20 of the school
8 busses are available for evacuation purposes.

9 A Twenty units are available for mobilization.

10 Q That would include mini-busses or vans?

11 A It could, depending on the circumstances and
12 the needs at the time.

13 Q And the estimate that it would take one half
14 hour for mibilization, is that an estimate that was
15 derived from the county or from the school district?

16 A As I stated before, it was an estimate that
17 was provided the county by the operator or manager of
18 the bus service in an interview.

19 Q In this case it is a school district.

20 A That is correct.

21 Q But under these circumstances, when it was
22 the school district who provided that data?

23 A The meeting with the school district to provide
24 the data was with the school district's transportation
25 coordinator and her assistant.

1 Q Do you have in your records the name of
2 that individual?

3 A Yes, I do.

4 Q Who was that.

5 A The coordinator at the time of the meeting
6 with Montgomery County was Leona Flood. And her
7 assistant was Marie Entenman.

8 Q It also indicates in terms of where those
9 busses would be going from that school district that 15
10 are assigned to the Pottstown Senior High School;
11 is that correct?

12 A Yes, it does. It makes a Limerick
13 assignment.

14 Q And that assignment was done by -- not through
15 ECI. It was done through the county; is that correct?

16 A Yes. The county office of emergency
17 preparedness made and reviewed all of the assignments.

18 Q To your knowledge, has the school district
19 been informed of the Limerick assignment?

20 A No, they have not, to my knowledge. In fact,
21 at the interview conducted by the county, it was
22 indicated that the vehicles were for any emergency,
23 natural or man-made, including an incident at the
24 generating station; that assignments may be made for
25 any of those emergencies. And unless the district would

1 inquire, it would not necessarily be given the
2 assignments as they could vary by emergency.

3 In fact, at the time of an emergency, they
4 would be directed to an appropriate transportation
5 staging area.

6 A (Witness Bradshaw) Wissahickan has signed
7 an agreement to that effect.

8 Q With regard to the -- is there any
9 indication from transportation providers that the
10 Wissahickan School District will be providing bus
11 drivers?

12 A (Witness Cunningham) Yes. It was so
13 indicated at the interview, and the agreement that was
14 offered by the county to the district specifically
15 referenced busses and drivers to the maximum extent
16 possible. And I think we have so referenced that in our
17 written testimony.

18 Q And so is there any reflection on this
19 annex for transportation providers in terms of the
20 number of drivers that would be available from the
21 school district?

22 A The estimate of the number of units
23 available is a unit including a vehicle and a driver.
24 That is the reason for the title "unit."

25 Q I see.

1 So under units available for mobilization,
2 when you say day time, it is referring to 20 busses and
3 20 drivers?

4 A It is referring to 20 units and 20 drivers,
5 20 units with driver.

6 Q I see.

7 The bus drivers from the Wissahickon School
8 District, have they been informed of the Limerick assign-
9 ment?

10 A I am not aware that they have.

11 Q Has there been any requests to so inform them,
12 to your knowledge?

13 A You will have to be more specific. Requests
14 to so inform them?

15 Q Has the school district requested that the
16 assignments be given to the bus drivers?

17 A Not to my knowledge.

18 Q This is to the panel, Mr. Cunningham or
19 Mr. Bradshaw or Miss Wenger.

20 The letters of understanding or agreement
21 between the Montgomery County and the Wissahickon
22 School District, as listed in this particular annex
23 attached to the county plans, are they the requisite
24 agreements?

25 A The agreements were attached to a prior

1 draft of the plan, and several of them were attached.
2 Subsequently the county has requested that a list be
3 provided of those agreements, and the status of
4 the agreements. And the actual agreements are now
5 maintained on file in the office of emergency preparedness.

6 So a previous plan may have had some of those
7 agreements.

8 Q In terms of the plan that has been
9 identified today as Applicant's exhibit, there have been
10 no attachments of the letters of understanding?

11 A As I just stated, the county's request
12 was that a list be provided in the appropriate
13 attachment, which I believe is T, and that that
14 list reflects the status of the agreements but that
15 the agreements themselves not be attached.

16 Q And under Annex T, which you had referred to,
17 if it lists the appropriate bus provider and that there
18 is no notations after that, it indicates that there
19 has been, in fact, a signed letter of understanding;
20 is that correct?

21 A Yes.

22 Q And is it fair to say that the letter of
23 understanding or agreement follows a format? They
24 do not vary per school district or per bus provider?

25 A It is fair to say that they were offered by

1 the county and that when offered they followed a format.

2 I am not aware if all of the returned
3 agreements follow that same format.

4 MS. ERCOLE: With regard to the letter
5 of understanding or agreement between Montgomery
6 County and the Wissahickon School District, I would
7 like to have the following item marked as the next
8 LEA exhibit.

9 JUDGE HOYT: Very well.

10 That will be LEA Exhibit E-4 for
11 identification.

12 (The document referred to was
13 marked LEA Exhibit No. 4 for
14 identification.)

15 MS. ERCOLE: With the Board's permission,
16 I do not have or have I been provided with extra copies
17 of this. So if I might just tender it to the witness
18 to see if he could identify it as being, in fact, the
19 letter of understanding and agreement that he has --

20 JUDGE HOYT: Please show it to counsel for
21 Applicant, NRC, Philadelphia, and the Commonwealth.

22 MS. ERCOLE: I will make sure that copies
23 are available.

24 (Mr. Stone approaches the panel.)

25 MR. RADER: May we see it?

1 JUDGE HOYT: Counsel, when you have the
2 individual take it over there, please follow the
3 instructions. I asked you to give it to the counsel
4 first.

5 MR. STONE: I am sorry.

6 JUDGE HOYT: Please hand it now to the
7 staff counsel.

8 MS. ERCOLE: Mr. Stone, hand it to the
9 NRC Staff --

10 JUDGE HOYT: Counsel, this is your person.
11 Please instruct them appropriately next time.

12 MS. ERCOLE: It goes from the Applicant
13 to the Staff to FEMA to PEMA.

14 JUDGE HOYT: I am sorry. I misidentified
15 counsel for FEMA as the counsel for Philadelphia.

16 Let the record reflect the correction.
17
18
19
20
21
22
23
24
25

END 11

T12mm1

1 MS. ERCOLE: With the Board's permission, may Mr. Stone
2 tender it to the witnesses now?

3 JUDGE HOYT: If he has completed the mission, yes.

4 MS. ERCOLE: Have you completed the mission,
5 Mr. Stone?

6 MR. STONE: I believe so.

7 BY MS. ERCOLE:

8 Q Mr. Cunningham, Mr. Bradshaw, do you have a copy
9 of that item with you?

10 A (Witness Cunningham) No, ma'am.

11 Q Are you familiar with that item?

12 A Yes, ma'am.

13 Q Does it in fact reflect the Letter of Understanding
14 between Montgomery County and the Wissahickon School District?

15 A It seems to. It is the agreement that was offered.
16 And I have no reason to suspect that the signature is not
17 correct.

18 JUDGE HOYT: Please have the reporter mark it
19 LEA Exhibit E-4 for identification.

20 (The document referred to was
21 marked LEA Exhibit No. E-4 for
22 identification.)

23 BY MS. ERCOLE:

24 Q Calling your attention to the Letter of
25 Understanding with the Wissahickon School District, can you

mm2 1 tell from looking --

2 JUDGE HOYT: Is that your LEA E-4 for identification?

3 MS. ERCOLE: Yes.

4 JUDGE HOYT: Very well, identify it as such.

5 BY MS. ERCOLE:

6 Q Looking at LEA E-4, which has been identified as
7 the Letter of Understanding and Agreement between Montgomery
8 County and the Wissahickon School District, the agreement
9 reflects that it has been signed by the school district on
10 June 25, 1984.

11 Does it indicate who signed that on behalf of the
12 school district?

13 A (Witness Cunningham) To my recollection there is a
14 signature and a line.

15 Q Can you read the signature to determine who it is?

16 A I did not look at it in enough detail to be able to
17 read it.

18 Very basically, I may or may not. It depends on
19 the handwriting.

20 (Document handed to witness.)

21 In this case, I can't distinguish the name.

22 Q Is there anything after the name to indicate what, if
23 any, title that individual has?

24 A No, ma'am.

25 Q Are you aware who had authority from the Wissahickon

mm3 1 School District to sign this?

2 A No, ma'am.

3 Q Can you state with regard to the school districts
4 that are providers of buses, who had the authority to sign on
5 behalf of the school district?

6 A In general, it was indicated at the meetings where
7 we met with school districts, that the superintendent or his
8 designate would have the authority to sign that. But I can't
9 state that for every school district. I said my response was
10 in general it was indicated that was the case.

11 Q Was there any line of authority or delineation that
12 you had had in writing as far as that is concerned?

13 A No. I believe I testified in the past that the
14 county requested the individuals to be listed as to who would
15 be the appropriate contacts in time of an emergency, and
16 authorized to provide the buses.

17 And in that agreement there is a reference to an
18 attachment which provides those names.

19 Q Is it fair to say that the Letter of Understanding
20 or Agreement for the Wissahickon School District, reflects
21 "to the maximum extent possible"?

22 A Yes, it does.

23 Q Is it fair to say all the other Letters of Under-
24 standing and Agreement for Montgomery County also utilizes the
25 language, "To the maximum extent possible"?

mm4

1 A As I testified previously, all of the letters that
2 were offered by the County were similarly worded. I am not
3 aware, I do not know of the letters that were returned signed
4 and eventually signed by the County, if they had that wording.
5 I expect that the majority did.

6 Q With regard to Chester County, it had been testified
7 to that the Letters of Understanding that will be reduced to
8 writing at some point in the future-- will the request or
9 will the writings conform essentially to the items that you
10 have had here in Court today in terms of format?

11 A I could not say that. Chester and Montgomery County
12 are distinct governmental entities and they have two separate --
13 Office of Emergency Preparedness and Department of Emergency
14 Preparedness in Chester County are unique agencies. I do not
15 know what format Chester County Department of Emergency
16 Services will utilize. And we previously testified that we
17 have not been party to the meetings.

18 A (Witness Bradshaw) May I add that we would expect
19 that they would be similar in that this is not an unusual
20 format in our experience for such agreements.

21 Q Have either of you received any indication from
22 Chester County that it will be different?

23 A No, we haven't.

24 Q The language that has been used in these Letters
25 of Understanding and Agreement, has this been drafted by

mm5

1 Energy Consultants?

2 A No, ma'am. The Montgomery County Office of
3 Emergency Preparedness requested Energy Consultants to provide
4 several models for Letters of Agreement. We did provide, I
5 believe, somewhere in the vicinity of 25 to 30 separate
6 copies of Letters of Agreement that were on file in plans
7 within Pennsylvania and other states, provided them to the
8 Office of Emergency Preparedness.

9 They reviewed and they determined the wording of
10 an original draft which they then submitted to their
11 Solicitor. Their Solicitor reviewed the draft and returned it
12 to them. And the copy that you have provided here today is the
13 result of that process. The Office of Emergency Preparedness
14 reviewing, and their Solicitor commenting.

15 And they then offered the Draft Letters of
16 Agreement.

17 Q Do any of the other drafts that you have submitted
18 to Montgomery County for review of Letters of Agreement or
19 Understanding, reflect an agreement to provide buses and
20 drivers to a given number?

21 A Several reflect provision of buses and drivers. I
22 believe very few reflected a given number. And, as I said
23 before, the County reviewed them all and developed this draft
24 on their own.

25 Q Do you know whether, when the County developed this

mm6 1 on their own, they did it in conjunction with the bus companies
2 that they had interviewed or surveyed?

3 A I do not know if they contacted any bus companies
4 while they were developing the agreement.

5 I know that the agreement is consistent with
6 information that was presented to the bus companies at their
7 interview.

8 Q Is it fair to say that the Letter of Understanding
9 or Agreement that has been marked as the Wissahickon School
10 District, does not indicate a minimum number of buses that would
11 be provided?

12 A Yes, it is fair to characterize it that way.

13 Q And is it fair to say that the Letter of Agreement
14 does not commit the School District or the commercial
15 bus company to any number of buses?

16 A It references at the time it will provide buses
17 "to the maximum extent possible."

18 Q Is there any clarification either in this document
19 or in supporting documents that you have that would reflect
20 what "maximum extent possible means"?

21 A We have already through your questioning, identified
22 that as Montgomery County collected the information from the
23 33 providers, they asked the operators or managers of those
24 services to estimate at various times of the day, under
25 varying conditions, the number of buses that would be available,

mm7

1 or could be made available and to indicate to the County any
2 unusual circumstances.

3 The County created a detailed file and maintains
4 that information.

5 A (Witness Bradshaw) If we may use your example of
6 the Wissahickon School District, the number committed to
7 Limerick is 20 of 40 resources. In accordance with the
8 signed agreement, "the maximum extent possible," the maximum
9 would provide 40 buses and drivers. The 20 reflects a minimum
10 based on their opinion as to what would be readily available
11 at the time of an emergency.

12 Those are the numbers which were used by Montgomery
13 County, which sum 476, and are used to address an evacuation
14 at Limerick.

15 If we use the maximum extent possible, that number
16 would extend well beyond 1000 for both buses and drivers.

17 Q But with regard to the Wissahickon School District
18 which we have used as a contract, was there any attachment
19 to the Letter of Understanding that goes to the school district
20 which says that they will provide between 20 and 40 units?

21 A The agreement is supported by a survey provided
22 by the County which outlines both the minimum and the maximum.

23 Q And the survey that you are referring to is a survey
24 of bus companies and drivers that was done by that County, is
25 that correct?

mm8 1 A (Witness Cunningham) It is a survey of bus providers.
2 There are 33 of them listed on the chart, and there were 33 --
3 there were 33 interviews and information was collected.

4 A (Witness Bradshaw) The information on the number of
5 buses and the number of drivers, is based upon that bus
6 company's knowledge of their drivers. And it reflects their
7 opinion as to what would -- how many drivers would be readily
8 available and responsible to respond to an emergency.

9 A (Witness Cunningham) The County in its interview
10 requested that the bus companies be conservative, presented
11 them model scenarios of notification which the district could
12 use, which the companies could then use in estimating the
13 number of vehicles.

14 And, in fact, in many cases, I think a review of
15 the historical record would indicate that the companies were
16 extremely conservative. In times of emergency historically,
17 you would expect considerably more than that number in many
18 cases to be provided.

19 Q To your knowledge, did the Wissahickon School
20 District or did any of the other bus operator providers indicate
21 that they did not want to be committed to a "minimum number
22 possible"?

23 A I'm not aware that anyone did not want to be
24 committed to a minimum number because the County did not
25 request that anyone be committed to a minimum number.

mm9

1 They requested that the bus provide an estimate for
2 the various times of the day, various points of time in a week,
3 an estimate of what they felt would be available if contacted.
4 And, as I said, they asked them to be conservative, and the
5 word minimum in that sense was not used. And the Letter of
6 Understanding is such that it says "to the maximum extent
7 possible."

8 Q And the surveys that were sent out by the bus
9 operators, or to the bus operators, you do not have any of
10 that with you today, is that correct?

11 A Yes. I would like to also say that the surveys
12 were not just sent out to the bus operators. The County
13 directed an interview with the bus operator, collected the
14 information, the information was compiled. And when the
15 agreement was sent, a copy of that compilation was sent to
16 the bus company requesting that it proof it and make any
17 adjustments that were necessary, in case from the interview
18 the County would have collected information that wasn't
19 necessarily correct.

20 And, as I have also testified, that survey has
21 already been sent back to all the providers to update it for
22 the 1984-85 school year and the calendar in the County would
23 call for that to be done every September.

24 A (Witness Bradshaw) To clarify Energy Consultants'
25 role in that process, Energy Consultants accompanied the

mm10

1 County, provided background information. However, the survey
2 was conducted and developed by County personnel, and has
3 never been in the possession of Energy Consultants.

4 MS. ERCOLE: May I have one moment?

5 (Counsel for LEA conferring.)

6 BY MS. ERCOLE:

7 Q Have any of the Letters of Understanding or
8 Agreement reflected an agreement to provide merely buses and
9 not drivers?

10 A (Witness Cunningham) Yes, ma'am. I believe in one
11 case that is true. From recollection of the interview, not
12 the actual information collected, your Honor, I think that
13 is the Pottsgrove School District owns its own vehicles, but
14 does not employ the drivers. The drivers are employed by CMD
15 Services, Inc.. And I believe at the interview with Pottsgrove
16 School District it was requested that the agreement be modified
17 since Pottsgrove does not employ the drivers.

18 And, I believe the agreement -- I have no reason to
19 believe that the County would not have made that modification
20 and that the agreement would be signed with Pottsgrove
21 School District would reflect buses only. Excuse me, might
22 reflect vehicles only, because Pottsgrove has buses, and I
23 think one minibus.

24 Q With regard to Chester County, is it fair to say
25 that the survey procedure that was invoked in Montgomery

mm11

1 County is the same procedure that is being used in Chester
2 County?

3 A We could not say that.

4 A (Witness Bradshaw) That's correct.

5 Q Are you saying that it is different, or you have
6 no knowledge?

7 A I have no knowledge of whether or not they either
8 have a survey, or intend to provide one.

9 Q To your knowledge will the data, if available in
10 the Montgomery County Office of Emergency Preparedness, reflect
11 the portions of the day if any, when certain buses are
12 available?

13 A (Witness Cunningham) As I have indicated before,
14 there are -- during the interview and the subsequent confirmation
15 through survey -- several instances where information was
16 obtained by the County that would indicate times of the day
17 where specific bus routes or regular schedules would affect,
18 okay, either the number of vehicles that might be available,
19 or the mobilization time.

20 Q And were those vehicles so identified as being
21 units available, or were those vehicles completely removed
22 from units available?

23 A The County did not completely remove anything.
24 The notations are for their transportation group to use during
25 a time of an emergency, to recognize the reasons for a

mml2

1 response by a bus company or to be able to make the kinds of
2 necessary adjustment that would be made at the time of any
3 emergency.

4 Q So when the County plan reflects that units
5 available for mobilization, it does not necessarily reflect
6 that those are available on a 24-hour basis?

7 A I believe the information reflects the number that
8 are estimated by the provider as being available in the
9 daytime, in the evening and on weekends. And does reflect a
10 discussion which included the regular runs that a bus provider
11 might take.

12 I could call your attention to other items in the
13 chart that would indicate that when a provider was unable to
14 make an estimate, an separate and distinct procedure was
15 developed by the County to, at the time of an emergency, obtain
16 that estimate.

17 And I might also indicate that the County indicated
18 to the bus providers, that at the time of any emergency,
19 natural, manmade or an incident at Limerick, their initial
20 contact with the bus company would be for the express purpose
21 of receiving from that bus company an estimate of the numbers
22 of vehicles that were available at that time; the estimated
23 mobilization time and then that number could be compared to
24 the information that had been collected on the yearly
25 basis.

end 12

nations

13-1

1 Q Is it fair to say that when the vehicles go to the
2 staging area, that is when they will be getting their
3 Limerick assignments and/or maps?

4 A (Witness Cunningham) That is one way that they
5 would and that is a correct statement.

6 Q So it is fair to say that as far as your assessment
7 of this Montgomery County annex is concerned that none of the
8 transportation providers at this time know what the Limerick
9 assignments will be and that will not be designated until they
10 reach the staging area?

11 MR. RADER: Objection, Your Honor. I believe this
12 goes to an issue which was eliminated by this Board in the
13 proffered contention at the respecification stage. I believe
14 the Board specifically determined that school bus assignment
15 and notification of bus driver and the like would not be part
16 of this contention.

17 (Board conferring off the record.)

18 JUDGE HOYT: Objection is sustained.

19 BY MS. ERCOLE: (Resuming)

20 Q You have indicated on page eight of your testimony
21 in paragraph 19 that the counties do not rely upon the
22 contractual enforceability of their agreements with private
23 bus companies for their implementation. Is that correct?

24 A (Witness Bradshaw) That is correct.

25 Q My question to you is why don't the counties rely on

13-2

1 the contractual enforceability of these contracts?

2 A. Because the purpose of the agreement is to reasonably
3 determine and confirm that those bus companies indeed have the
4 resources and are capable of providing the designated resource.
5 I believe that meets the criteria outlined in NUREG-0654 and in
6 criteria A.3 and I believe our position is supported by the fact
7 that PEMA and FEMA reviewed the plans in December which had
8 agreements of a similar nature and in their comments found
9 no adverse effects and, in fact, simply stated that upon
10 completion of the designated agreements, they would satisfactor-
11 ily accomplish and satisfy that designated criterion.

12 A. (Witness Cunningham) Montgomery County looks on the
13 agreement as an expression of an organization's willingness to
14 assist the county in any emergency. Emergency planners are well
15 aware that in times of emergency, significant resources are
16 provided for either the response or the recovery to a disaster
17 or an emergency situation. The historical record would so
18 indicate. Experience in the counties would indicate that and
19 again, they use the agreements to show an organization's
20 willingness to participate with the county in the planning
21 and the actual response or recovery to a disaster or an
22 emergency.

23 Q. When you talk about their response and their
24 willingness under all circumstances to so respond, we are
25 talking about these commercial bus companies in the school

13-3

1 districts and not the Red Cross, isn't that correct?

2 A. I responded that we are talking about commercial bus
3 companies and school districts.

4 Q. Have the commercial bus companies made any indication
5 to you that their commercial priority will take precedence
6 over any emergency commitment?

7 A. (Witness Bradshaw) I believe any commercial priority
8 involved is reflected in the fact that the underlying survey
9 to the agreement commits the minimum number which is what has
10 been assigned to Limerick and takes into consideration any
11 other obligations they have under any other contract.

12 Q. So that in terms of commercial priority, the bus
13 companies are getting commercial priority over an emergency
14 commitment?

15 A. If there is a priority, they have not made that
16 commitment.

17 A. (Witness Cunningham) The bus companies in Montgomery
18 County are aware that the county recognizes the schedule that
19 the bus company keeps and will request at the time of any
20 emergency an updating as to what resources would be available
21 and will count on the willingness of the provider to respond
22 to the maximum extent possible.

23 Q. Now when you say the willingness of the provider to
24 respond, does that also take into account his ability to have
25 mobile units available and to have bus drivers available?

1 A. Yes, it does. It talks about a willingness and
2 ability and capability of the bus provider to respond to the
3 maximum extent possible at the time of the emergency.

4 Q. If, for instance, using the Wissahickon School
5 District, if there is an emergency requiring evacuation
6 buses for the Limerick Generating Station and the Wissahickon
7 School District is unable to provide 20 buses or units
8 available for mobilization during the day time, there is
9 nothing to force them to do that, is that correct?

10 A. The County would determine at the time of an
11 emergency the capabilities of the Wissahickon School District.
12 If the Wissahickon School District could not provide 20
13 vehicles out of the 40 that they operate or 20 drivers out
14 of the 69 that they employ, the County would then make
15 adjustments in the assignments as I have indicated before
16 in my testimony. They have a reserve at the county. They
17 have also requested of the Pennsylvania Emergency Management
18 Agency that an emergency reserve from PEMA be created to
19 supplement that so that they could make those kinds of
20 adjustments in an emergency situation such as Limerick.

21 A. (Witness Bradshaw) However the contact with the
22 school district takes into consideration their obligations
23 and reflects their understanding that at any point in a
24 school day, for instance, they would be willing to commit those
25 20 buses and they have reasonably assumed those conditions and

1 they are the conditions under which the agreement and supporting
2 survey have been conducted.

3 Q When you say "buses," you are also referring to the
4 drivers as well, is that correct?

5 A That is correct.

6 Q When you say that if during the daytime hours they,
7 in fact, cannot provide the 20 day time buses and drivers,
8 is it fair to say then that the emergency planning office
9 would have to go on to the state to request back-up resources?

10 A The information points to the fact that they, in
11 fact, do feel that they can provide the 20 buses and drivers
12 and the plan procedures do call for an assessment of the
13 situation at the time of the emergency. If there is a change
14 in that information, appropriate rearrangement of the assignments
15 would occur.

16 Q If on a given day they could not provide to the
17 maximum extent possible 20 daytime buses and drivers, does
18 that mean --

19 A The maximum extent possible in that case would be
20 40 rather than 20.

21 A (Witness Cunningham) You are making the assumption
22 that when the county contacts a particular school district at
23 the time of an emergency, be that a natural, man-made or
24 an incident at Limerick, that they would be requesting only
25 the buses, for example, that they had assigned and that is not

1 the case. The County would be requesting at the time of an
2 emergency a determination by the school district or the bus
3 provider, the bus company, what resources it could make
4 available at that time and has every expectation that some
5 school districts or bus providers would be able to provide
6 well in excess of the estimated resources that they have
7 indicated.

8 Q Is it fair to say that on a given day if the
9 Wissahickon School District can not provide any buses or
10 drivers that there is no enforcement provision requiring them
11 to so provide?

12 MR. RADER: Objection, Your Honor. That has been
13 asked and answered at least twice.

14 (Board conferring off the record.)

15 JUDGE HOYT: Objection overruled.

16 WITNESS CUNNINGTON: Montgomery County does not
17 anticipate any enforcement provision. As we have indicated
18 in our testimony they would request the information, assign
19 vehicles to the maximum extent possible and if that situation
20 that you described were to occur, they would have contact
21 with 32 other proviers who may be able to provide more than
22 the assigned units and in addition, we have also indicated
23 that there is a reserve in the county and a reserve that
24 has been requested in the Pennsylvania Emergency Management
25 Agency to complete the Limerick assignment.

1 BY MS. ERCOLE: (Resuming)

2 Q Has there in any of the representations to the bus
3 company been any consideration offered to them for complying
4 with buses during an evacuation scenario at Limerick?

5 A (Witness Cunnington) What do you mean by any
6 considerations?

7 Q Have any offers been made to any of the bus
8 companies, incentives, inducements, promises --

9 A The County has no incentives or inducements that I am
10 aware of that they have offered at any of the meetings that I
11 attended. In fact, they indicated at those meetings that the
12 bus companies would be providing the vehicles as a public
13 service.

14 Q As far as the public service intention of the bus
15 companies and the school districts, is it fair to say that
16 essentially Montgomery County is relying on good will, helping
17 out efforts?

18 A Montgomery County is relying upon their experience
19 and their understanding of response in emergencies that would
20 indicate that well in excess of the required resources are
21 available to any community in the event of a disaster or
22 emergency and the historical record is pretty complete and
23 pretty correct on that.

24 Q With regard to your testimony in that regard in
25 paragraph 19, you have indicated that on prior occasions the

1 companies have promptly furnished buses.

2 A. That is correct.

3 Q. I would ask you, are you referring to the bus
4 companies that are contracted with Montgomery County?

5 A. I am referring to the information that the County
6 obtained as it interviewed and met with all of the providers.

7 Q. When you say that the companies have promptly
8 furnished the required buses and drivers, are you talking
9 about an incident, an evacuation incident, that required such?

10 A. I am talking about several incidents on the local
11 level within the County where buses were required by local
12 emergency services or local emergency management agencies
13 and I am also talking about the County's experience during
14 Three Mile Island when the bus drivers and bus companies were
15 contacted as the county was performing its support function
16 for a potential response to an evacuation at Three Mile Island.

17 Q. Have there been any indication or need for the bus
18 companies to furnish their services to Montgomery County as
19 a risk county?

20 A. I am not aware of any to the county as a risk county
21 in a radiological emergency.

22 Q. Is it fair to say that the other emergencies that you
23 have referred to are those of limited hazard?

24 A. (Witness Bradshaw) The reference to TMI even though
25 they would be providing a support role would have meant that

13-9

1 they would have to have responded to the risk area and they
2 were aware of that.

3 Q. How many were supplied to that risk area?

4 A. (Witness Cunningham) I don't believe any were
5 supplied to that risk area from Montgomery County.

6 A. (Witness Bradshaw) They were notified and mobilized,
7 however.

8 Q. How many? Do you know?

9 A. You would have to ask Montgomery County.

10 Q. But you do know that, in fact, they were not
11 supplied to the risk area? They were not mobilized?

12 A. I am not aware that anything was actually supplied.

13 Q. With regard to the other emergency circumstances that
14 you have referred to in which there has been buses and driver
15 mobilization, what types of emergency circumstance are you
16 referring to?

17 A. (Witness Cunningham) I am referring to circumstances
18 of evacuation in situations of fire, high water, situations
19 involving the police and evidence, arrest and other criminal
20 activities.

21 Q. Is it fair to say that those emergency circumstances
22 you have just delineated are limited in scope?

23 MR. RADER: I object to the form of the question.

24 I am not sure what "limited in scope" means as regards an
25 emergency.

13-10

1 JUDGE HOYT: Sustained. You may rephrase it.

2 BY MS. ERCOLE: (Resuming)

3 A. The fire emergencies or hazards that you have
4 explained, did it cover an area that was in approximate size
5 to the emergency planning zone at Limerick?

6 A. (Witness Cunningham) Obviously not.

7 Q. With regard to the high water situation, did it
8 encompass something as large as the emergency planning zone
9 around Limerick?

10 A. The planning areas for high water are delineated by
11 flood plains of tributaries and they have different shapes
12 and they are obviously not of the same design or scope as the
13 emergency planning zone of the Limerick Generating Station.

14 A. (Witness Bradshaw) They require the same response,
15 however, from the bus company.

16 Q. With regard to the number of buses that had
17 responded under those circumstances, how many buses were
18 involved?

19 A. (Witness Cunningham) I don't recall the numbers
20 that were given. It would be from one to several.

21 Q. When you say "several," are you referring to more
22 than two or three, less than five or do you just now know?

23 A. I am not able to recall the absolute number. It
24 would be determined on the numbers of individuals that would
25 have had to have been evacuated or transported.

13-11

1 Q When you refer to the situation where there was
2 emergency circumstances for a fire, we are talking about a
3 situation that just involved a portion of one municipality,
4 isn't that correct?

5 A I am not aware of what portions of what municipalities
6 were involved.

7 Q With regard to the emergency circumstances where
8 buses were utilized to assist the police in an arrest
9 situation, that involved portions or just part of a
10 municipality, is that correct?

11 A I can't respond as to what portion or what part of
12 a municipality and I wouldn't hypothesize. I doubt if an
13 entire municipality were arrested.

14 A (Witness Bradshaw) I think it is important to
15 point out that in the history of disaster response, typically
16 99 percent of the population utilizes the private vehicles.
17 Therefore, very few buses are necessary so you wouldn't find
18 many occasions where more than several buses would have
19 to be utilized.

20 A (Witness Cunningham) It is also important to point
21 out that the procedures used to mobilize the vehicles are the
22 same and the information that the county selected to collect
23 to enable them to obtain the vehicles for Limerick were based
24 on their experience in other emergencies and the experience
25 of the bus companies that they interviewed.

1 Q With regard to the emergency circumstances that you
2 have just talked about, did any of them involve mobilization
3 of buses for school districts?

4 A None were directly related that involved the
5 mobilization of buses for school districts. School district
6 situations for mobilization of buses are a common occurrence
7 for things like early dismissal and the like and I don't think
8 they are viewed by school districts or bus providers as
9 being emergency situations. They are basically routine
10 occurrences that they do based upon the wishes of a particular
11 school district.

12 Q Mr. Bradshaw, you have referred to what you call
13 the history of emergency planning.

14 A (Witness Bradshaw) The documentation of past
15 emergency response and disasters, yes.

16 Q Were you one of the authors of such or is this just
17 research that you have done?

18 A It is research that I have read.

19 Q Do you have any of those books or compilations with
20 you?

21 A Yes, I do.

22 Q What are the titles of those?

23 A Hans and Sells Study which is an evaluation of
24 evacuation risks. I can give you additional references although
25 I wouldn't have the additional ones with me.

1 Q Did the resource that you have just described deal
2 with radiological emergencies for a nuclear power plant such
3 as what we are dealing with here today?

4 A No, it did not, however there was no reason to
5 believe the response for a radiological emergency would be any
6 different than any other hazard.

7 Q That is your assumption, is that correct?

8 A It is not an assumption. It is an opinion shared
9 by emergency management professionals.

10 Q Is that your opinion?

11 A Yes, it is my opinion but it is shared by many
12 individuals.

13 Q You have also indicated on page nine that supporting
14 school districts have limited their commitment of resources.
15 Can you indicate why that is so?

16 A (Witness Cunningham) In the interviews conducted by
17 Montgomery County with its 33 providers, there was an obvious
18 recognition by both the county and the provider that in time
19 of emergency there may be commitments of a provider to his
20 particular school district or a contracted school district
21 regarding dismissal or other activities which could limit
22 the availability again to the maximum extent possible of
23 resources to the county at the time of emergency. A review
24 of the data would indicate that the school districts for the
25 purposes, for Montgomery County purposes, have indicated a

13-14

1 relatively low percentage of their bus and driver resources
2 as being readily available in time of emergency in Montgomery
3 County and I believe our testimony so indicates.

4 Q Is it fair to say that the supporting school
5 districts have also limited their commitment of drivers simply
6 because the drivers are unwilling to go?

7 A No. That would not be a fair indication of the
8 position. The County requested that the companies take into
9 consideration any reason that they would be restricted in what
10 they could estimate as available at the time of any emergency.
11 Driver participation or driver willingness is certainly one
12 factor that would have had to have been considered by the bus
13 company but it would not be a good characterization to say
14 that it was the issue or that they considered it. I don't know
15 that a particular bus company considered that. It was
16 discussed and referenced.

17

18

19

20

21

22

23

24

25

END#13

1 Q With regard to a particular school district,
2 are you aware of whether any of the school districts
3 have surveyed their bus drivers to see whether they would
4 assist in the evacuation?

5 A To my reading of this -- through my
6 reading of the minutes of the Methacton School District
7 and my participation in one meeting, I am aware
8 that they have surveyed their drivers, but I am not aware
9 of the results.

10 Q With regard to Owen J. Roberts, do you have any
11 awareness of that?

12 A Yes. I am aware of the survey and the results.

13 Q Was there not an indication in that survey
14 and the results that the drivers were unwilling?

15 A There was an indication that a percentage of
16 the drivers were unwilling to participate based on
17 that particular survey that was taken.

18 Q Do you know what that percentage was?

19 A Not without consulting other information.
20 I believe that it was around 40 to 50 percent, but I
21 am not -- I would have to check. I can check that.

22 Q Are you aware of whether there have been
23 any other school districts that have so surveyed their
24 bus drivers, other than the two that you have just
25 mentioned?

1 A No. I am not aware of any others that
2 have surveyed.

3 Q Are you aware of any others that have
4 indicated an intention to survey their bus drivers?

5 A No, not in my contacts.

6 Q You have indicated in your testimony that based
7 upon identified needs, Montgomery County has determined
8 that it would require only 21 percent of the total
9 driver force of companies outside the EPZ utilized for
10 school evacuation.

11 A Yes. That is correct.

12 Montgomery -- to the bus companies that
13 are physically located outside and serve areas outside
14 the emergency planning zone, I believe that the county
15 survey records would indicate that about 260 or so
16 drivers where assigned are indicated by those companies
17 as being readily available in day time hours out of a
18 total driver complement to those same companies of
19 over 1225 to 1240.

20 Q Does that indicate then that the balance of
21 approximately 79 percent of the total driver force of
22 companies would be within the EPZ?

23 A No. That indicates that of those companies
24 outside the emergency planning -- that indicates
25 that of those companies in Montgomery County, that if you

1 look at the total resources, as I indicated, outside
2 the EPZ about 1200; inside the EPZ, in the vicinity of
3 300, and you sum those and you look at the number of
4 vehicles that are assigned for Limerick assignment,
5 that about 21 percent of the total complement of
6 bus drivers employed by those 33 companies would be required
7 to complete the Limerick assignments.

8 Q Have all the bus companies within the emergency
9 planning zone of Limerick, the ten miles, signed letters
10 of agreement?

11 A I would have -- the best that I could give you
12 would be to consult annex T of the Montgomery County
13 plan and look at those companies that are inside the
14 EPZ to give you a run down.

15 Q So at this time you do not know?

16 A I am not aware. No, I couldn't -- we can
17 consult that and find out. But I am not, off the
18 top of my head, able to give you --

19 MR. RADER: I object to counsel's
20 characterization. I believe the witness clearly
21 said that he did know but he would have to look at
22 annex T to make that determination.

23 JUDGE HOYT: Proceed.

24 BY MS. ERCOLE:

25 Q Have there been any bus companies, to your

1 knowledge, within the EPZ that have refused to
2 sign letters of agreement or understanding?

3 A One owner and operator of busses, the
4 Perkiomen Valley School District, has indicated
5 that in the event of an incident at Limerick, it
6 has committed all of its resources to the Limerick
7 situation and, therefore, would not be available to
8 assist the county in any other aspect other than
9 school emergency planning and school evacuation.

10 Q Are you aware of any bus companies outside
11 the EPZ that have refused to sign letters of agreement?

12 A I believe the letter of agreement that was
13 offered by Montgomery County was not signed by one
14 of the Marion -- I believe it was Lower Marion
15 School District.

16 I would have to, again, check the annex T
17 to determine if it was lower or upper Marion.

18 I would like to indicate that they did not
19 wish to sign the agreement that was offered by Montgomery
20 County. They did not indicate their unwillingness
21 to participate with Montgomery County in time of
22 emergency.

23 Q Did they indicate that they did not wish
24 to sign the agreement as tendered because they did not
25 wish to be committed to any number of busses?

1 A I am not aware of the reasons that they
2 provided to Montgomery County as to why they would not
3 tender the agreement.

4 I am aware that they did not sign the
5 agreement as it was offered, but they did indicate
6 to Montgomery County that they would participate
7 with Montgomery County at the time of an
8 emergency and provide resources.

9 A (Witness Bradshaw) I think it is important to
10 point out that many of the bus companies that
11 the county discussed this with were surprised that
12 written agreements were being sought since those services
13 had been provided without such agreements in the past.

14 Q With regard to the annex T which I have in
15 front of me for the appropriate county plan, it does
16 reflect, Mr. Cunningham, that it was the Lower
17 Marion School District where there was no agreement.

18 A As I said, I would have -- that is correct,
19 then, that it was Lower Marion that I was referring to.

20 Q The Lower Marion School District is listed in
21 Appendix I-2, however, as the transportation provider.
22 Is that based upon their representations that they are
23 willing to provide busses despite the fact that there is
24 no agreement?

25 A Yes. As I indicated in my previous testimony,

1 I also believe -- I have just turned the page, but
2 I will be more than happy to go back -- I believe they
3 have been assigned as a reserve.

4 A (Witness Bradshaw) Which means that they do
5 not have a direct Limerick assignment.

6 Q Has that been at their request?

7 A (Witness Cunningham) No. The county chose
8 to assign them as a reserve.

9 Q And did the county indicate why it chose
10 to do that? Was that because it was in compliance
11 with the school district's request?

12 A No. In fact, it is my understanding that
13 they were assigned some reserve function prior to the
14 correspondence. And after the correspondence the
15 county felt that since they had -- that it would be --
16 the county made the decision to assign them entirely
17 to a reserve, but they have had a reserve function.
18 And there are several school districts and bus companies
19 that have been resigned reserve functions by Montgomery
20 County.

21 Q With regard to the transportation providers
22 where it reflects in Appendix I-2 contact telephone,
23 that does not reflect the individual who has the
24 authority to sign on behalf of the school district or
25 the bus company, isn't that correct?

1 A As I previously testified, the county
2 requested at the time of an emergency those individuals
3 that would be authorized to provide the busses and
4 also would have the knowledge of resources that would be
5 available. And it was up to the individual provider
6 or school district to assign those names to the county.

7 Q In reviewing the contracts with the bus
8 companies or the bus operators that have been
9 surveyed or spoken to, was there any priority, to
10 your knowledge, given by the county to bus operators
11 or bus services closer to the emergency planning zone?

12 A The county, in meetings with bus providers
13 that were providing bus service to school districts
14 that were within the Limerick emergency planning zone
15 and Montgomery County's portion of that, the county
16 indicated that they recognized the assignments that the
17 school districts had made and they were going to
18 reference those assignments in their Limerick assign-
19 ments so that there would be no duplication of effort;
20 that a bus that was assigned by a school district for use
21 would be reserved in the county's assignment to just that
22 response.

23 Q So it is fair to say that there was priority
24 that was given to contacting bus companies closer to the
25 EPZ for purposes of providing transportation resources?

1 A No. I did not say that. The county gave
2 no priority. They contacted all of the bus providers.

3 All I said was, the county was aware of the
4 assignments that were made by the school districts and
5 by the bus contractors within the school district plans,
6 and the private school plans, and indicated that they
7 would not make other assignments, that Montgomery
8 County's Limerick assignment would reflect those
9 assignments that had previously been made by those
10 bus providers and that would be their only assignment
11 given by Montgomery County for an incident at Limerick.

12 Q With regard to the number of bus companies that
13 would be providing transportation resources, can you
14 give any indication of what percentage of those busses
15 were coming from an area beyond five miles of the
16 emergency planning zone?

17 MR. RADER: Objection, Judge Hoyt. I believe
18 this entire line of questioning is improper since it
19 appears to go to an issue of mobilization time which was
20 expressly excluded by this Board in its order of
21 September 24.

22 On page 6 the Board in particular struck
23 from the proposed contention LEA-11 a contention
24 relating to required mobilization time and also struck the
25 same item under LEA-15 regarding mobilization time for bus

1 drivers.

2 MS. ERCOLE: With the Board's -- with regard
3 to the line of questioning, they have on the average
4 distance of the busses the relationship to the emergency
5 planning zone, the willingness of the school staff and
6 teachers to remain. It is oftentimes dependent upon
7 how soon the busses can be mobilized and how fast
8 they can get to the respective schools to evacuate
9 themselves and the children.

10 It is for that reason that I am trying to
11 elicit this information, not because I am trying to
12 go off on another contention.

13 JUDGE HOYT: Very well.

14 The objection is sustained.

15 BY MS. ERCOLE:

16 Q This is just to the panel. What has
17 been identified as LEA Exhibit No. 4, which reflects
18 this prototype agreement between the bus companies and
19 the school districts in Montgomery County, it is
20 captioned as a "letter of understanding;" is that correct?

21 MR. RADER: Could the witnesses, Judge Hoyt,
22 please be shown the document if they are going to be
23 questioned about it?

24 JUDGE HOYT: Yes. Has that been shown to
25 counsel?

1 MR. RADER: Yes. Again, we are hampered
2 somewhat by the fact that we don't have a copy now,
3 but --

4 JUDGE HOYT: How soon will you be able to
5 provide those, Ms. Ercole?

6 MS. ERCOLE: First thing tomorrow morning,
7 if that is acceptable.

8 JUDGE HOYT: Well, in view of the hour,
9 I would think that would be the only alternative.

10 BY MS. ERCOLE:

11 Q Mr. Cunningham, you have had an opportunity
12 to read the top of this document.

13 The item reflects that it is a letter of
14 understanding; is that correct?

15 A Yes, it says --

16 MR. RADER: Objection, your Honor.

17 If I understood your ruling, I thought you
18 had asked Ms. Ercole to defer her questioning on this
19 document until counsel had been provided copies tomorrow
20 morning.

21 Maybe I misunderstood, but I thought that was
22 your --

23 JUDGE HOYT: I wasn't aware that that is
24 what had occurred. Just a moment.

25 MR. RADER: I don't want to delay the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

proceedings. If it would speed things up, let's
go ahead.

JUDGE HOYT: We will take a very short
recess.

(Recess.)

XXXXXXXX

MEMLOCK
ERASABLE
COTTON CONTENT

1 JUDGE HOYT: The hearing will come to order.

2 Let the record reflect that all the parties to the
3 hearing who were present when the hearing recessed, are again
4 present in the hearing room; that the witnesses have again
5 taken their place on the witness stand. You are reminded once
6 more that you are still under oath.

7 Will counsel please proceed.

8 MS. ERCOLE: Thank you.

9 BY MS. ERCOLE:

10 Q You have been handed LEA E-4, courtesy of the
11 Xeroxing facility of the government. And I ask you, at the
12 top of that item it reflects, Letter of Understanding?

13 MR. RADER: Objection, your Honor. The document
14 speaks for itself.

15 JUDGE HOYT: But it does still reflect Letter of
16 Understanding.

17 MR. RADER: I am simply saying that it says that
18 on the face of the document. The witnesses are not required
19 to testify to that. The document speaks for itself as to what
20 it states.

21 JUDGE HOYT: Very well.

22 BY MS. ERCOLE:

23 Q There is nowhere in this Letter of Understanding,
24 the word "contract," is that correct?

25 MR. RADER: Same objection, your Honor.

mm2]

1 JUDGE HOYT: Correct. The objection is sustained.

2 BY MS. ERCOLE:

3 Q Is this item that you have before you which is
4 termed a Letter of Understanding, a contract between the
5 Wissahocken School District and the coordinator for the
6 Montgomery County Office of Emergency Preparedness?

7 MR. RADER: Same objection, your Honor.

8 In addition, it calls for a legal conclusion on the
9 part of these witnesses.

10 JUDGE HOYT: Sustained.

11 BY MS. ERCOLE:

12 Q Would not the entry of a specific number of buses
13 and drivers written into that contract, accurately identify the
14 number so committed and commit those resources with specificity?

15 MR. RADER: I object to the form of the question.
16 I believe counsel, inadvertently, perhaps, referred to it as
17 a contract.

18 JUDGE HOYT: Sustained.

19 MS. ERCOLE: May I rephrase?

20 JUDGE HOYT: Yes.

21 BY MS. ERCOLE:

22 Q With regard to the item you have in front of you,
23 would not a more specific number entered into for buses and
24 drivers, and put into this letter of understanding, more
25 accurately identify and commit those resources in the event of

23mm 1 a radiological emergency?

2 A (Witness Bradshaw) Not necessarily.

3 Q And what do you base that on?

4 A I base it on an unrealistic assumption that a bus
5 company can predict that a particular driver and a particular
6 bus be available at any one point in time.

7 We have explained the process of how these agreements
8 were drafted, and the range that the agreements provide for.
9 The agreement says "to the maximum extent possible." The
10 underlying survey provides buses in the minimum sense, but does
11 not commit. And it is realistic to expect a bus company to
12 so commit.

13 Q I am not asking that the Letter of Understanding
14 specifically delineate the unit by bus driver name, or unit
15 by number.

16 My question goes to, wouldn't a more specific number
17 in terms of buses and drivers, written into the agreement,
18 more accurately identify what resources that company or
19 provider will, in fact, provide during a radiological emergency
20 at Limerick?

21 A (Witness Cunnington) We have already testified
22 that the County has, in the case of each of the providers,
23 collected information which estimates the number of vehicles
24 that are available at different times of the day. And they
25 have collected information to take into consideration particular

mm4

1 situations which would be unique to a bus company.

2 And they also -- the County have had to indicate to
3 the bus companies that they would not for any emergency,
4 natural or manmade, including an event at Limerick, be able to
5 estimate in advance the number of vehicles that they would
6 require, and that would be required to respond to that emergency.

7 In addition to that, the County in no way wanted to
8 limit the agreement to a number of vehicles, because they want
9 to be able to call on the maximum number of resources that are
10 available in the County at any time to address any emergency
11 situation that could face the county.

12 Q Mr. Cunningham, with that in mind then, wouldn't
13 a more specific number for a minimum number of buses available
14 written into the contract to the maximum extent possible, give
15 one the ability to accurately identify the resources that
16 would be committed, and also give the leeway for providing more
17 than what the minimum is?

18 MR. RADER: I object, your Honor. I believe the
19 witnesses have been asked this same question in various forms
20 now for the last half hour.

21 I think they have already explained to the best of
22 their ability what the planning concept is.

23 MS. ERCOLE: With due respect to the Board, the
24 witnesses have not answered the specific question with regard
25 to the draft of this Letter of Understanding. They have talked

mm5 1 and have alluded to a constant planning process over survey,
2 but they have not talked about how efficacious an agreement would
3 be to provide buses at a minimum number.

4 And Mr. Cunnington has even raised the possibility
5 in his answer that they wanted to have the leeway to get even
6 more than the minimum.

7 My question to what Mr. Cunnington has raised, is
8 would it not be more efficacious to specifically provide a
9 number for the minimum buses, with to the maximum extent
10 possible.

11 MR. RADER: And if I may, Judge Hoyt, the clear
12 answer to that question was, that number was already provided
13 to the counties in the surveys which they undertook. He can't
14 answer the question any more fully.

15 JUDGE HOYT: Objection sustained.

16 BY MS. ERCOLE:

17 Q To the panel, if these bus companies don't provide
18 any buses, there is nothing that the County can do about it,
19 is that correct?

20 MR. RADER: Objection, your Honor. No foundation for
21 that.

22 JUDGE HOYT: I agree. Counsel, if you will ask
23 the question. You must lay a foundation.

24 BY MS. ERCOLE:

25 Q There is no provision in the Letters of Understanding

mm6

1 or any document attached thereto, for an injunction or court
2 remedy to compel these companies to come forward with buses,
3 is that correct?

4 MR. RADER: Objection, your Honor. This goes far
5 beyond the planning standards of the NUREG 0654, as well as
6 the contention itself.

7 JUDGE HOYT: Yes, counsel, I agree. I don't believe
8 there is an enforcement provision in those. I think we are
9 getting far afield.

10 MS. ERCOLE: Very well.

11 Judge Hoyt, would the Board consider questions
12 along the lines of enforceability of the contract on the
13 basis that it would more reasonably assure than what has been
14 proffered, the commitment of buses and resources?

15 JUDGE HOYT: What do you have in mind specifically,
16 counsel?

17 MS. ERCOLE: Quite frankly, Judge Hoyt, we can write
18 a better agreement, that we can have a more enforceable
19 contract, we can --

20 JUDGE HOYT: Isn't the whole thrust though, of the
21 emergency planning that it may not be perfect, but it has to
22 be reasonably -- I have forgotten the language of the statute,
23 of the regulation at home. But, as reasonably possible be
24 assured of it being implemented?

25 I think the objection that Applicant's counsel has

mm7

1 and I think one that is well taken, is that you are going far
2 afield of that, and you are requiring some perfect agreement
3 or some enforcement mechanism, which simply is not there, and
4 everyone in this room knows it is not there.

5 I think what we would like to do is to keep you on
6 the track of cross examining the witness on those matters that
7 they have put into evidence.

8 If you want to try that through some other mechanism
9 of your own on direct, then perhaps it would be possible. I am
10 very doubtful, but then again, one never says never, I am told.

11 Go ahead.

12 MS. ERCOLE: I have no further questions.

13 JUDGE HOYT: Very well. Now, is that on LEA-11?

14 MS. ERCOLE: That is correct.

15 JUDGE HOYT: Would you like to begin on LEA-12?

16 MS. ERCOLE: Yes.

17 JUDGE HOYT: Very well.

18 BY MS. ERCOLE:

19 Q To the panel. Is the success of the school district
20 evacuation planning dependent upon the willingness of the
21 school staff and teachers to remain with the students?

22 A (Witness Bradshaw) Yes, it is.

23 Q Is the willingness of the school staff and/or
24 teachers to remain with the students during emergency planning
25 procedures, if that willingness is insufficient, will the

mm8

1 school district plans be rendered inadequate and not workable?

2 A I'm not sure what you mean by insufficient.

3 Q If there are an insufficient number of teachers,
4 willing to remain with the students during emergency planning
5 procedures, would that render the plans for the school districts
6 unworkable or inadequate?

7 MR. RADER: I object, your Honor.

8 This is a very, very, again, hypothetical type of
9 question. I am not sure how it relates to any particular
10 aspect of the contention.

11 MS. ERCOLE: If I may, your Honor. Specifically
12 LEA-11 refers to --

13 JUDGE HOYT: We are on 12.

14 MS. ERCOLE: LEA-12. Just a footnote.

15 LEA-12 reflects that there is no reasonable assurance
16 that there will be sufficient numbers of teachers and staff
17 required to stay and the willingness of the teachers and the
18 staff to stay will bear upon the plans of the school districts
19 being made workable or adequate for purposes of planning
20 procedures.

21 These gentlemen are experts, allegedly, in
22 emergency planning, and I would like to have their input on
23 that.

24 MR. RADER: I object specifically to the words
25 sufficiency or lack of sufficiency or words similar to that

mm9

1 as being vague and hypothetical as regards to any particular
2 plans at issue here.

3 JUDGE HOYT: Can I have that question again?

4 MS. ERCOLE: If there are an insufficient number of
5 school staff or teachers willing to remain with the students
6 during emergency planning procedures for the school district,
7 will that render the school district plan unworkable or
8 inadequate?

9 JUDGE HOYT: In their opinion?

10 MS. ERCOLE: Yes, only in their opinion as emergency
11 planners.

12 JUDGE HOYT: I think these witnesses are sufficiently
13 qualified as expert witnesses to answer the question.

14 The objection is overruled.

15 WITNESS CUNNINGTON: The capability to implement an
16 emergency plan, a school district emergency plan is based on a
17 number of factors. One of the factors is the availability --
18 one of the factors would be the availability of staff to
19 carry out procedures. And that certainly applies to school
20 district plans.

21 The availability of staff is only one issue that
22 would relate to the capabilities of plans. And therefore, to
23 say would that issue be determinant as to whether the plan
24 would be implementable or not, has to be looked at in the
25 context of all of the issues that would pertain.

mm10

1 BY MS. ERCOLE:

2 Q Just taking that one issue, which is the issue we
3 are dealing with, if there were not a sufficient number of
4 school staff, teachers, to remain with the students, will
5 that not affect the workability of the school district plan?

6 A (Witness Cunningham) I believe you asked the
7 question on the staff's willingness to stay, not their
8 availability.

9 Q Well, in terms of whether they are available --
10 willing, able and available to stay, I am using them in the
11 same context.

12 A I wouldn't use them in the same context.

13 Willingness on the part of the staff would be
14 one contributing factor to how many individuals would be
15 available at the time of an emergency.

16 Q If the school staff is willing to remain to
17 assist in emergency planning procedures for the students, is
18 it your position that would render the school district plan
19 workable on that issue?

20 A Sufficient staff being available to carry out
21 the procedures in the school plan would be one factor that I
22 would characterize as being important to the workability of
23 the school plan.

24 Q Then if there is insufficient numbers, then it
25 would affect the workability or the inadequacy of the plan, is

mm11

1 that correct?

2 A That is a correct statement.

3 Q Which is the converse.

4 You have indicated that there is on LEA-12, page 11,
5 paragraph 21, that the basic -- you have outlined the basic
6 responsibility of the assigned school teachers.

7 And you have indicated that there is no special
8 training for this basic responsibility that is necessary, because
9 teachers routinely supervise students in similar situations.

10 Is that a fair characterization of what your
11 testimony is written here?

12 A On the basic responsibility of assigned school
13 teachers and staff to accompany evacuated students.

14 Q And, can you indicate to me how the accompaniment
15 and responsibilities for evacuated students during a radiologi-
16 cal emergency, is a same type of responsibility that they have
17 gone through because they routinely supervise students in
18 similar situations?

19 A (Witness Bradshaw) The procedure that we are
20 discussing here is simply the escort of students from schools
21 to buses outside of the facility that occurs routinely every
22 day in dismissal of school. It occurs routinely for attendance
23 of extracurricular events.

24 Therefore, that procedure is common to both the
25 students and the teachers, and I don't believe a teacher would

mm12

1 have to be trained to know how to do that.

2 Q So that when you were talking about the staff
3 accompanying evacuated students, you are describing that as
4 their escort function, to use the language you just used?

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

end T15

16-1 1 A. (Witness Bradshaw) That procedure I just described
2 I would characterize as an escort function, yes.

3 Q The escort function that the evacuated students --
4 that the teachers would assume for evacuated students is
5 similar to what situations you are referring to, football
6 games and field trips?

7 A I just provided a couple of examples. Yes, extra
8 curricular activities.

9 Q Such as?

10 A Whatever occasion would have them leave the school
11 on a bus if you want to give a football game as an example.

12 Q A field trip?

13 A Correct.

14 Q Those are the two similar situations you referred
15 to?

16 A It is an example of several, yes.

17 Q Do you have any others?

18 A Not off the top of my head, no.

19 Q Can you indicate for me upon what you base your
20 conclusion that the accompaniment of evacuated students for
21 a radiological emergency is similar to their accompaniment
22 for a football game or a field trip?

23 MR. RADER: Objection, asked and answered.

24 MS. ERCOLE: I am asking for the underlying basis
25 for his opinion in this regard.

16-2

1 JUDGE HOYT: Sustained.

2 BY MS. ERCOLE:

3 Q Is it your position or is it the position of your
4 testimony that there is no special training required for the
5 escort function whereas there was special training that may
6 be required for other functions?

7 A (Witness Bradshaw) I wouldn't characterize the
8 training as required. However, it has been offered and is
9 being provided and the plans call for training and annual
10 retraining of school staff. This training consists of
11 information on the radiological emergency for school
12 administrators, school teachers and school staff who might
13 serve some function.

14 Q When you said it might serve some function, you
15 are referring to the general orientation might serve some
16 function?

17 A I am referring to the staff who might have a role
18 in an emergency.

19 Q The general orientation that has been provided and
20 is referenced in paragraph 22 and is available on an ongoing
21 basis, is it your opinion that this is all that the teachers or
22 staff would need to effectuate emergency planning procedures?

23 A Yes, it is.

24 Q What is contained in this general orientation that
25 you are referring to?

16-3

1 A. It includes a general description of nuclear power
2 plant operations, background on radiation and its biological
3 effects, an overview of the emergency planning process, where
4 the schools fit into the scheme of emergency planning and then
5 includes a description of the responsibilities for administrators,
6 school teachers and support staff as outlined in the plans.

7 Q. When you say "as outlined in the plans," you are
8 referring to the school district plans, are you not, where
9 definitions of emergency planning zone and plume exposure
10 pathway and unusual events, alert, site emergency and general
11 emergency are so defined?

12 A. No. I believe there is a responsibilities section
13 in the plan that describes the specifics involved.

14 Q. Is it your testimony that in the course of this
15 general orientation program you discuss with the teachers the
16 planning process for sheltering as well?

17 A. (Witness Wenger) Would you please repeat the question?

18 Q. In your general orientation for the teachers, you
19 have indicated that there is a responsibility section. Do
20 you discuss with the teachers the responsibility or their role
21 during sheltering procedures?

22 A. Yes.

23 Q. Has this been done in all cases?

24 A. To the best of my knowledge, yes.

25 Q. When I say "all cases," we are referring to the listed

1 school districts?

2 A. I am referring to those school districts that have
3 accepted the training program, yes.

4 Q. The training program for the teachers, is it in
5 fact roughly a one-hour presentation?

6 A. That generally depends upon the individual school
7 district. We have offered programs, I think, that are to run
8 90 minutes give or take depending upon the schedule of the
9 district on their in-service day how much time they have
10 available for us.

11 Q. Have there been any school districts that have not
12 accepted the training?

13 A. Yes.

14 Q. Which are?

15 A. (Perusing documents.)

16 If you will give me a second to look this up.

17 (PAUSE.)

18 Great Valley, Methacton, Souderton and I believe
19 that is it. Those are the school districts that have not
20 accepted any type of training from us.

21 Q. Ms. Wenger, do you have in your notes there why
22 those three school districts have refused training from you?

23 A. I do not have it in my training, no.

24 Q. Do the other two members of the panel know why the
25 school districts have not accepted that training?

16-5

1 A. (Witness Bradshaw) No, I don't.

2 A. (Witness Cunningham) No.

3 Q. You have defined in paragraph 23 that the training
4 which has just been described will prepare school, staff and
5 teachers to perform their limited escort functions. Are
6 those Ms. Wenger's words or Mr. Hoffman's words?

7 A. (Witness Wenger) I am Robin Hoffman Wenger. What
8 was the question?

9 Q. I am sorry. Are those your words, Ms. Wenger?

10 A. They would be a combination of Mr. Bradshaw's words
11 and mine.

12 Q. I meant to say Mr. Bradshaw and Ms. Wenger.
13 Do you have a description of what a limited escort
14 function is?

15 A. (Witness Bradshaw) I don't have a written description.
16 I think we have talked about it earlier and generally outlined
17 what that is, getting on the bus or accompanying the students
18 outside of the school on other activities.

19 Q. Was that essentially how you view the basic responsi-
20 bility then of the school staff and teachers as stated in
21 paragraph 21?

22 A. No. That is how I described that procedure.

23 Q. Is that procedure, limited escort function, defined
24 in the plans at all?

25 A. Not as a limited escort function. It is generally

16-6

1 described under the responsibilities of the teacher which
2 include other things.

3 Q You have spoken in terms of the responsibility of the
4 teachers with regard to this limited escort function and you
5 have talked about how the training will assist in preparing
6 them for this. What, if anything, will the training do
7 as far as preparing the teachers for their other roles in
8 the emergency planning procedures for the school?

9 A Could you repeat the question, please?

10 Q You have indicated in your testimony in paragraph 21,
11 you have indicated that there is no special training that is
12 required for this limited escort responsibility. You have
13 also said that however if there is training, it will prepare
14 the teachers for their limited escort functions.

15 You have made no statement that the training will have
16 any impact on their other responsibilities and I ask you
17 why that is so.

18 A I think that is a mischaracterization of my testimony.

19 Q With regard to paragraph 23, the training familiarizing
20 the school staff, can you indicate where in paragraph 23 it
21 talks about preparing the teachers for their other functions?

22 A We don't describe that procedure in that paragraph.
23 however, I think I have explained to you what the program
24 includes.

25 Q I know, but I am asking you where in your testimony

16-7

1 have you talked about the effect of how this training will
2 have on that which is not a limited escort function.

3 MR. RADER: I object, Your Honor. I think the
4 question has gotten a little convoluted now. Quite simply,
5 the witness has indicated that he is willing to offer oral
6 testimony at this time regarding any other aspects of the
7 teacher's responsibilities in an emergency situation. Perhaps
8 the question should be framed that way.

9 JUDGE HOYT: Ms. Ercole, could we get at what you
10 want perhaps through some questions as to what this training
11 includes?

12 MS. ERCOLE: They said at the beginning, Judge Hoyt,
13 that the training will include the emergency planning process
14 and radiation background and what have you but in their
15 written testimony I am asking the witness where he has said
16 how this orientation and this training will affect or what
17 effect it will have if any on those jobs of the teachers that
18 are not limited escort functions.

19 JUDGE HOYT: Are you talking about those jobs that
20 the teachers would have during their limited escort function?

21 MS. ERCOLE: No, beyond the limited escort function.

22 JUDGE HOYT: Why don't you ask that question then?
23 I think if that is what you are after, then ask it in that
24 fashion.

25 MS. ERCOLE: I just wanted to know why he didn't put

16-8 1 that in his written testimony.

2 JUDGE HOYT: It isn't there so let's find out what
3 the answer to it is. Ask the question in that light. I
4 think your objection is well taken but I think it can be
5 withdrawn if you will, counsel.

6 MR. RADER: I will withdraw my objection. The Board
7 has corrected the situation.

8 JUDGE HOYT: Very well. Ms. Ercole, if you will
9 along those lines, please. Thank you.

10 BY MS. ERCOLE: (Resuming)

11 Q. What effect if any will this general orientation
12 program that you talked about have as far as the teachers'
13 other functions in the school district are concerned?

14 A. (Witness Cunningham) The teacher responsibilities
15 as outlined in general in the plan are extensions of the kinds
16 of activities that a teacher performs on a day-to-day basis.
17 We use the principle of emergency planning that indicates
18 that when you are assigning an individual a role to the
19 extent that you can, you try to assign him a role to which he
20 has some basis of familiarity. Some of those functions in
21 addition to escorting students would be taking attendance
22 and keeping counts of students, to being able to monitor or
23 supervise students in groups of varying size and includes being
24 able to close windows, doors and other kinds of items.

25 The responsibilities of the teachers basically

16-9

1 revolve around a supervisory and escort function for the
2 students and the plans were developed with the understanding
3 that the teachers are trained and do supervise and escort
4 students in many and varied situations during the school year
5 and during their careers and what the emergency plans specify
6 is that in an emergency condition, they would continue to
7 perform those same basic functions with the exception that
8 the setting might change or the class size might change whatever,
9 but the same basic functions would be performed.

10 The orientation program that is provided concentrates
11 on those aspects of nuclear power and emergency planning as we
12 have previously described and does highlight the kinds of
13 activities that the district would perform and their relation-
14 ship to the changes in the setting that might be required for
15 the teacher to perform those same functions that I just
16 described, escort supervision, keeping roll, records, closing
17 windows, supervising students in differing situations and
18 differing group sizes.

19 Q With regard to the written testimony that has been
20 presented, is it not a fair characterization of that testimony
21 that you have spoken of the teacher's basic responsibility as
22 being as escort function?

23 MR. RADER: Objection. Same objection, Your Honor.
24 I think this is irrelevant.

25 JUDGE HOYT: Yes. Counsel is correct. That will be

16-10

1 sustained.

2 BY MS. ERCOLE: (Resuming)

3 Q With regard to the non-limited escort functions of
4 the teachers, is it your position that since teachers have to
5 shut windows and close doors and supervise students during
6 an assembly under normal school routines that they will
7 adequately be able to do this for purposes of a radiological
8 emergency response?

9 A (Witness Cunningham) I believe my characterization
10 was that the kinds of activities that they would perform to
11 do those functions are similar to activities that they would
12 perform under normal circumstances. They do not require
13 extensive extra training, great amounts of specialized
14 equipment. Teachers are familiar with taking roll, keeping
15 records, utilizing forms, supervising students in classroom
16 situations, in hallways, in large group instruction areas
17 outside. They are also familiar with supervising students
18 in extra curricular events and other items. They are able
19 to adjust to varying class sizes. They are able to adjust
20 to varying class sizes. They are able to adjust in their
21 normal day-to-day operations with differing conditions.

22 What we have done in developing the emergency plans
23 is to limit their responsibility, that is the teacher and
24 supervisory -- to a supervisory function of students to the
25 extent that we could.

16-11

1 Q When you have spoken about the teachers' supervisory
2 and escort functions as teachers, you had referred to it
3 being done in the normal day-to-day operations of the school.
4 My question to you is, is emergency planning procedures
5 considered normal day-to-day operations of the school?

6 A Certainly they are. The schools are required, I
7 believe, to have monthly fire drills. They are also required
8 to have, Your Honor, I believe, one or two bus drills a year.
9 Those are the emergency plans and procedures that I am aware
10 of that schools do provide for.

11 JUDGE COLE: What is a bus drill?

12 WITNESS CUNNINGTON: Students are loaded onto a bus.
13 Certain descriptions are made as to the emergency exits much
14 in the same way that you or I would enter an airplane and were
15 given a briefing as to where the windows and emergency exits
16 are. There is a requirement for busing that these kinds of
17 drills be held on a periodic basis. I am not sure if it is
18 yearly or if it is one or two but they do go through bus
19 drills and the students are shown how to operate the emergency
20 exits or the faculty escorts are. So those are the two areas
21 that I am aware of, bus drills and fire drills, where normal
22 emergency procedures are a part of the day-to-day activities
23 of the school.

24 But I was referring in my answer to other kinds of
25 day-to-day activities also, including the supervision of

1 students in large group instruction rooms, at specialized
2 events and the like. So I don't want to make it distinctive
3 to just those emergency procedures.

4 JUDGE HOYT: Are those emergency drills that you
5 are talking about such as the bus drill, are those required by
6 state law or county law?

7 WITNESS CUNNINGTON: I am not sure. As it was
8 represented to me by the school district personnel, I would
9 assume that it is a state requirement and not a county
10 requirement but I am not in a position to say that it is state
11 or it is county. They indicated that they conduct fire drills
12 routinely up to once a month and based upon the conditions
13 within that school district and whether students are bused,
14 they are required to have periodic bus drills and again
15 whether those drills are held on a yearly basis or whatever,
16 they said periodic.

17 JUDGE HOYT: Ms. Ferkin, would you enlighten the
18 Board at some future time as to the provisions of the
19 Pennsylvania law.

20 MS. FERKIN: I will either enlighten the Board
21 myself or I can have the witness that I will be presenting
22 from the Pennsylvania Department of Education do so in his
23 testimony.

24 JUDGE HOYT: If you will include that, the Board
25 would appreciate that.

1 MS. FERKIN: I will make sure that is in the testi-
2 mony.

3 JUDGE HOYT: Very well. All right, Ms. Ercole,
4 please proceed.

5 BY MS. ERCOLE: (Resuming)

6 Q Mr. Cunnington, do you whether during these bus
7 drills that you refer to the buses are actually loaded and
8 students are moved from the schools?

9 A (Witness Cunnington) The bus drills are conducted
10 by school officials. The teachers escort students out
11 and the drills are conducted. I have not been given
12 information as to what in detail is involved in those bus
13 drills by school officials. I have participated in bus drills
14 in Pennsylvania as a student and I can recall from that what I
15 did in the bus drill that I participated in but I have not been
16 a witness to any bus drill. I have had it, in fact, described
17 to me that that is one of the two requirements, periodic bus
18 drills and regular fire drills.

19 JUDGE HOYT: Ms. Ercole, I think that the information
20 that you are attempting to elicit from this witness will
21 better be elicited from the PEMA witness at a later date.
22 Can you go to your next area?

23 MS. ERCOLE: Yes.

24 BY MS. ERCOLE: (Resuming)

25 Q With regard to the functions of the faculty and school

16-14

1 staff during a sheltering scenario, I would refer your
2 attention to the Pottstown School District plan and I believe
3 it is draft number five.

4 A. (Witness Cunningham) Yes.

5 Q. To the panel, do you have that document in front of
6 you?

7 A. Yes, we do.

8 Q. I would refer your attention to page 21.

9 JUDGE HOYT: In order that we may all be on the same
10 frequency, Ms. Ercole, are you speaking now about Pottstown
11 plan draft number five dated September 1984?

end#16

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 MS. ERCOLE: That is correct. I have so
2 identified it.

3 JUDGE HOYT: Very well.

4 BY MS. ERCOLE:

5 Q Is it fair to say that the recommendations
6 directed for a sheltering scenario, as contained
7 at pages 21 into page 22, for the Pottstown School
8 District plan are indicative of the recommendations
9 that are found in that regard in the other school
10 district plans?

11 A There may be in some cases minor differences;
12 in others there can be significant differences. But
13 in general, this would be, for the sake of our
14 discussion, a typical series of steps.

15 Q With regard to page 21, does not the plan
16 delineate that upon a recommendation to shelter, the
17 assigned faculty or staff may be required to shut down
18 heating, ventilation, air conditioning systems and
19 close ducts receiving outside air, close windows and
20 lock all exterior doors, move students to areas of the
21 building providing the most shelter from outside
22 environment -- i.e., heat, sun, et cetera -- as
23 appropriate? And appropriate is underlined.

24 A Yes, it does.

25 Q Can you indicate how that relates to the normal

1 day-to-day functions of the school?

2 A The maintenance personnel and the --
3 the maintenance personnel and the security staff are
4 those individuals who are responsible to keep the
5 building's heating and ventilating systems operating
6 under normal circumstances. The maintenance people
7 turn up heat, turn down heat. What we have indicated
8 here is that they would adjust the heating system in
9 the building to the extent that it could be, to not
10 actively draw in outside air.

11 We have previously testified as to the
12 effect that has on the inhalation chain. We have
13 also indicated that assigned faculty and staff can
14 close windows. They can lock exterior doors. And
15 students could be moved if appropriate to areas of the
16 building that provided some degree of -- providing
17 the most shelter from the outside environment.
18 We have highlighted heat and sun.

19 So that it would be quite clear to the school
20 district and to its staff that at times when you would
21 be asked to go inside, stay inside and close windows
22 and doors, depending on the conditions that prevailed
23 at the time, for example, in June, we are aware that
24 several school districts have had occasion to be
25 concerned about the temperature that might develop

1 in their building at certain times of the year.

2 If you were sheltering with windows and
3 doors closed, and an adjustment to the heating and
4 ventilating system, it might be quite appropriate to
5 move students to an area perhaps on the shady side of
6 the building or to a large group instructional area, or
7 to the gymnasium or whatever, where you might not have
8 to deal with the thermal effects that might be hitting
9 the building because the windows are closed and there
10 is less circulation of outside air.

11 Q You have indicated that the maintenance and
12 security staff in the normal course of their jobs
13 may shut down heating, ventilation, air conditioning,
14 et cetera. But under subsection 3, it is used in the
15 conjunctive and the disjunctive.

16 It directs that maintenance security staff
17 and/or assigned faculty staff may be required to shut
18 down heating, ventilation, air conditioning system
19 and close ducts receiving outside air.

20 A Yes. It is referring to the item number two
21 where it says, The risk school principals or officials
22 will, upon notification, complete this series of steps.

23 For example, if there were not an --
24 there were not a maintenance man in the building, that
25 would not negate the fact that windows had to be closed,

1 doors had to be shut, and the heating and air conditioning
2 system would, by the principal's direction, have to be
3 adjusted to eliminate or reduce the intake of outside
4 air.

5 Therefore, he could assign another staff
6 member.

7 Q Or teacher?

8 A Or teacher, if that were the case, to perform
9 those functions, if they knew what functions to perform.
10 He might have to perform those functions himself.

11 Q And with regard to the duties or responsibilities
12 of the faculty or the staff to move students to an area
13 of the building providing the most shelter from the outside
14 environment, that would only be applicable, would it
15 not -- strike that -- that would not be applicable
16 to the normal day-to-day operations of the school?

17 A That is not necessarily true, although I
18 can't give you an example. I am sure that when a
19 school district is having a concern regarding the heat
20 in its buildings in the summer or the fall, in the months
21 of September or June, that they may take some actions
22 to move students from the sunny side of the building to
23 the shady side of the building. But I cannot give you
24 an example that they have done that.

25 Q You have also reflected on page 22, under

1 section 6, direct teachers or classroom monitors
2 to do items which are A through F.

3 A That's correct.

4 Q Is it fair to say that the teachers or
5 classroom monitors that are asked to close windows,
6 maintain discipline, verify classroom attendance, check
7 nonclassroom areas for students, secure required materials
8 and initiate preplanned shelter activities, taken
9 all together, the teachers and the faculty do not do
10 those items in the day-to-day operations of the schools.

11 Is that correct?

12 A The teachers and faculty would close all
13 windows and doors. They do, to the best of my knowledge,
14 try to maintain discipline and order.

15 They do verify classroom attendance at least
16 once a day or once on each period change, depending
17 upon the circumstance of elementary or secondary
18 education.

19 They do at times check hallways and other
20 areas for students who may not be in the classrooms at
21 an appropriate time.

22 They also secure materials for educational
23 or activity purposes. And we are referring to secure
24 required materials for predetermined shelter activities,
25 and then initiate those activities.

1 And in discussions with the school
2 districts, what we have indicated and the districts
3 have discussed that those activities would be an
4 activity that may be the same as the educational program
5 that might going on in the day. And depending on the
6 time and the circumstance, it might be some kind of
7 special activity that they could provide.

8 And it would also -- and that would, that
9 activity might vary depending on the age of the child, the
10 building that he was in.

11 In a secondary school it might be a study hall
12 or a movie. In an elementary school, it could be
13 any kind of an activity. It would be dependent also
14 upon the area that the children were being watched in.

15 Q The composite that you have drawn here of
16 the teachers' responsibilities with regard to a
17 recommendation to shelter, the teachers that would be
18 doing this, would they not be maintaining discipline
19 and order for students in areas of buildings providing
20 the most shelter from an outside environment? Isn't
21 that correct?

22 A They could, if conditions in the environment
23 like heat, sun, temperature, or whatever, resulted in
24 the building principal making a decision to move students
25 to another area of the building.

1 They may be doing it in their own classroom
2 if that is appropriate.

3 Q And that when you are speaking of the
4 teachers verifying classroom attendance at the same
5 time that they are -- you have faculty or staff classroom
6 attendance, they are not able to at that time monitor
7 the hallways and nonclassroom areas for students;
8 isn't that correct?

9 A I would not disagree with you.

10 You are making the assumption that each of these
11 items has to be done simultaneously. When they are
12 taking attendance in the morning in their classroom,
13 they can't be checking the hallway either.

14 Q And the sheltering plans that you have
15 referred to, do any of the sheltering plans make a
16 provision for the students to put dampened cloths
17 over their faces during a sheltering scenario?

18 A I do not believe that the Pottstown School
19 District plan does. There are still a few plans in the
20 emergency planning zone where a procedure that is -- that
21 you have referenced is still included in the sheltering
22 procedures.

23 Q And do you know the names of some of those
24 plans?

25 A Not offhand. I could -- I am sure, as we

1 go through this testimony, we will be looking at
2 other school plans and we will find that.

3 There are still some that do continue to
4 provide for that procedure.

5 Q And do you know why some of those plans
6 contain this recommendation and some do not?

7 A Yes.

8 MR. RADER: Objection, your Honor. I think
9 now we are getting into an area of the effectiveness
10 of sheltering per se. This is not part of the contention.
11 The contention is simply whether or not there will
12 be sufficient teachers and staff available to implement
13 a scenario of sheltering.

14 MS. ERCOLE: With all due respect, it does go
15 to the training of the teachers. It also goes to
16 their general orientation. It also goes to the
17 circumstances under which they would have to monitor and
18 advise these children.

19 (board conferring.)

20 JUDGE HOYT: We will admit the answer to the
21 question. The objection is overruled.

22 Can you give us some indication of where it is
23 you are going with this particular line of questioning?

24 MS. ERCOLE: Yes. I wanted to establish --
25 I wanted to have the planners testify in terms of why there

1 are some school district plans that do have this
2 provision for students and why others do not.

3 If it is a provision that should be made,
4 the teachers have to be aware of that as one of their
5 responsibilities.

6 And one of the responsibilities that they would
7 have to have under a sheltering circumstance, I think
8 that we would have to establish whether that was
9 provided for in their training programs or not and
10 whether that would bear -- those types of protections
11 would bear on the teacher's willingness to stay and
12 remain with the students and under what circumstances.

13 Certainly, it also goes to the fact that
14 situations such as that cannot be reduced to an analysis
15 of the normal day-to-day function of the school.

16 MR. RADER: I submit that for a teacher
17 to tell a student to cover his nose with a damp
18 cloth is no more than for an elementary school teacher
19 to tell a student that he should cover his nose when
20 sneezing. I don't see what that has to do with
21 training or the effectiveness of the implementation of
22 a sheltering scenario.

23 JUDGE HOYT: Why don't you get the answer
24 this question, Ms. Ercole. Then I would like to
25 inquire as to why, if these people made a recommendation

1 that this particular provision be included in
2 one plan and not another, if they had not made that
3 recommendation, then I don't think these are the
4 appropriate witnesses from whom you should be
5 eliciting this particular information.

6 MS. ERCOLE: Then I would move on.

7 JUDGE HOYT: Yes, I know.

8 BY MS. ERCOLE:

9 Q With regard to my question, can you indicate
10 why some plans have this recommendation to put dampened
11 face cloths over the faces of the students and other
12 plans do not?

13 A The ones that do not, it was indicated at
14 review sessions that that was to be one of the changes
15 that was made to the plan. All of the plans, at a
16 particular time in the draft sequence, had that
17 recommendation in them.

18 JUDGE HOYT: Let me ask you this: Was it
19 your suggestion that that be put in the plans?

20 WITNESS CUNNINGTON: No. As I have testified
21 previously, I was one of the authors of the prototype
22 plan that was submitted to the Pennsylvania Emergency
23 Management Agency. Upon being reviewed by the
24 Pennsylvania Emergency Management Agency, the individual
25 in that agency that was assigned to review the plan

1 suggested that that be included in the plan and
2 helped to determine the appropriate location for that.

3 I did put that material into the plan, and
4 the location that it was suggested, and did offer
5 it as a -- in drafts to each and every one of the school
6 districts and private schools and those that it is
7 no longer in have, through a sequence of reviews,
8 requested that it be taken out.

9 And the reasons for that would probably be
10 best addressed to them. I could relate to a
11 particular, perhaps an individual circumstance as to
12 why one district might have asked for it to be taken
13 out or not left in. But basically it was in all of
14 the drafts at one point in time, and the district
15 has requested that it be removed.

16 JUDGE HOYT: Very well.

17 BY MS. ERCOLE:

18 Q Was it ever based upon Energy Consultants'
19 recommendation that it is not needed that it was
20 removed by any of the school districts?

21 JUDGE HOYT: Ms. Ercole, he has just testified
22 on those precise issues.

23 Let's go ahead to your next question.

24 BY MS. ERCOLE:

25 Q With regard to the Pottstown School District

1 plan draft five, in the appendix which you have
2 a school building profile form, A-2-A, you have noted
3 in there at the bottom of the page with regard to
4 traffic control at Franklin Street that staff cars are
5 to block access to the playground.

6 A Yes, ma'am.

7 Q When you are referring to -- I am also
8 drawing your -- this is related -- to A-2-4 which
9 precedes that.

10 A Yes, ma'am.

11 Q At the bottom, that if needed, staff cars
12 are to park in back playground near to fence and
13 maintenance areas; staff cars are to block access to
14 faculty lot off Franklin Street.

15 I would ask you why the staff cars are
16 utilized to block access to these routes to the schools?

17 MR. RADER: Objection, your Honor.

18 Traffic control measures at the schools
19 was expressly eliminated by the Board as part of this
20 -- as a part of the contention in its September 24 order
21 at page 6.

22 MS. ERCOLE: With due respect to the Board,
23 it reflects that the staff vehicles and staff personnel
24 are needed to carry out this function. This is obviously
25 not a function which is a limited escort function.

1 Nor is it a situation where one is closing windows
2 in a classroom.

3 JUDGE HOYT: No, ma'am. It is a traffic
4 function. That is what I believe was eliminated in that
5 order. The objection is sustained.

6 MS. ERCOLE: With respect to the Board, I
7 am not asking it as far as traffic congestion is
8 concerned. I am asking it in terms of whether the
9 school staff has to be used for that function.

10 It goes to the role of the teachers and the
11 staff. I am not asking about access control points.
12 I don't want to get into the traffic congestion.

13 JUDGE HOYT: We will permit the limited
14 question, Ms. Ercole.

15 However, again, this is not to be pursued any
16 further.

17 BY MS. ERCOLE:

18 Q You have reviewed these notations about staff
19 car blocking access routes to school.

20 A Yes, ma'am.

21 Q My question to you is, why are the staff
22 vehicles with the teachers utilized in this way?

23 MR. RADER: Objection. I believe that is not
24 the question you said that would be permitted. I believe
25 you stated that Ms. Ercole would be able to ask some

1 question about the staff function.

2 MS. ERCOLE: I will rephrase it. I will
3 rephrase that.

4 JUDGE HOYT: Very well.

5 BY MS. ERCOLE:

6 Q Is the staff function -- that is, staff function
7 I am referring to faculty and school staff -- to move
8 their cars and/or to remain in their cars to block
9 access routes to the school?

10 A The staff function would be, upon direction
11 of the building principal to move any car, to move
12 cars that he requested or designated to block access.
13 It is not to remain in the cars.

14 Q And it is the school staff, faculty that
15 would be requested to do that; is that correct?

16 A You have added the word "faculty." It
17 says "school staff." The number of cars required to do
18 that would not necessarily have to involve faculty.
19 It might.

20 It would depend on the individual circumstance,
21 the individual school building, and the direction of
22 the building principal.

23 Q Is it a fair characterization that the
24 responsibility of a school staff during the normal day-to-
25 day operations is not to block access to the parking lots

1 to the school?

2 MS. RADER: Judge Hoyt, I don't think we are
3 adding anything to the record with these kinds
4 of facetious questions. I think we can stipulate
5 that school staff know how to drive and move on to
6 something important.

7 JUDGE HOYT: Very well.

8 MS. ERCOLE: Your Honor, I am not asking
9 him a facetious question at all. I hope the Board
10 would never interpret it that way.

END 17

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

HEMLOCK
ERASABLE
STATIONERY

T18 mml

1 JUDGE HOYT: The Board is not interpreting it in a
2 fashion like that, Ms. Ercole.

3 However, the objection is to the substance of the
4 question. Objection is sustained.

5 BY MS. ERCOLE:

6 Q Have the teachers and the school staff been told
7 their responsibility in that regard?

8 MR. RADER: Same objection.

9 I believe counsel is again saying that something
10 other than staff. I believe the witness has corrected her
11 twice now that there is only staff now.

12 MS. ERCOLE: He said school staff your Honor. I
13 am phrasing it, has school staff been told of their function
14 in this regard.

15 JUDGE HOYT: I will overrule the objection, counsel.
16 Do you know, sir?

17 WITNESS CUNNINGTON: I believe the Pottstown School
18 District did receive orientation. And, as part of that
19 orientation, procedures that are utilized -- this is one of
20 them, to help to facilitate a more effective pickup of
21 students at the building, was described to them.

22 I was personally involved in one of the training
23 sessions. The training session that I was involved with,
24 procedures appropriate to the building that I was at, were
25 discussed.

1 BY MS. ERCOLE:

2 Q With regard to the training manual that has been
3 provided by the Applicant, Philadelphia Electric Company,
4 Limerick Generating Station, body and school teachers and
5 staff, do you have that item in front of you?

6 I am referring to page 1 of that item under
7 introduction.

8 A (Witness Bradshaw) Yes, we have that.

9 Q I would direct your attention to paragraph 2.

10 MR. RADER: Should we note for the record, Judge
11 Hoyt, I believe counsel is referring to Applicant's Exhibit
12 E-65.

13 JUDGE HOYT: Very well.

14 BY MS. ERCOLE:

15 Q Is it correct that the document reflects that in
16 the orientation program for the schools, teachers and staff
17 as provided by Energy Consultants, that you state that during
18 an emergency your prime consideration should be directed
19 towards the safety of your students who will look to you for
20 guidance and emotional support?

21 Your leadership abilities will be extremely important
22 while dealing with an emergency response as a professional
23 staff member?

24 A (Witness Wenger) That is correct.

25 JUDGE HOYT: What is the question, Ms. Ercole?

mm3

1 MS. ERCOLE: My question is the context in which
2 this orientation is given to the teachers and to the school
3 staff reflects, does it not, that it is paramount that the
4 teachers be aware that the students will need more guidance
5 and more emotional support during this scenario than they would
6 under normal day-to-day operations of the school?

7 MR. RADER: Objection, your Honor. I believe that
8 is argumentative.

9 The training plans speak for themselves.

10 MS. ERCOLE: But your Honor, Ms. Wenger is an expert
11 on this issue of training. This is the manual that they have
12 submitted as an exhibit as part of this issue on the training
13 of the teachers. And they have posited the causal connection
14 that if the teachers are so trained, that they will stay.

15 MR. RADER: I don't believe that that was the
16 testimony.

17 I believe the testimony was that the training
18 provided background orientation and that teachers ordinarily
19 perform functions which they do every day and therefore
20 they would have no reason not to stay.

21 MS. ERCOLE: They have indicated in paragraph 24
22 that if there was an orientation, that teachers are prepared and
23 will assist.

24 MR. RADER: I guess I share the Board's puzzlement
25 as to what the question is. But, I object to whatever it was.

mm4 1 JUDGE HOYT: I've lost it now. Do you want to try
2 again and see what we have, Ms. Ercole?

3 BY MS. ERCOLE:

4 Q Can you indicate for the Board why you have focused
5 on the teachers and have stated to them that their prime con-
6 sideration under the circumstances of a radiological emergency
7 will be for the students to look to them for guidance and
8 emotional support?

9 A (Witness Bradshaw) I believe it is just an intro-
10 duction to the program. It is a common-sense observation. It
11 certainly does not insinuate that the students do not turn to
12 the teachers for guidance and support on a daily basis, because
13 they do.

14 Q And it is my question with regard to the follow up,
15 it is that you have indicated, have you not, that the leadership
16 abilities of the staff will be extremely important while
17 dealing with an emergency response?

18 By stating that, are you not saying that it is
19 incumbent upon the teachers to deal with this emergency in
20 a different way than what they would the normal day-to-day
21 operations of the school?

22 A Not necessarily, no.

23 Q Why not?

24 A Because I don't see a significant difference in
25 the relationship between the students and teachers.

mm5

1 Q Then why didn't you say your leadership abilities
2 are important every day?

3 MR. RADER: Objection. Counsel is --

4 JUDGE HOYT: Yes, I think this is getting too
5 involved into an argumentative situation, Ms. Ercole. Let us
6 move on.

7 MS. ERCOLE: Very well.

8 BY MS. ERCOLE:

9 Q After the training programs, or the orientation
10 programs that have been provided through Energy Consultants
11 for purposes of preparing faculty and staff for emergency
12 planning procedures, have there been any indications from
13 faculty or staff that because of that they would be willing
14 to remain with the students?

15 A (Witness Cunningham) At the conclusion of a
16 training program at the Owen J. Roberts School District, there
17 was a survey conducted by the school district of faculty and
18 staff. The results of that survey have been submitted as a
19 record by LEA to the testimony to this proceeding.

20 The question wasn't asked as a result of this
21 training are you going to stay. They just surveyed their
22 teachers.

23 Q Do you have any data or surveys yourself which led
24 you to conclude that as a result of this general orientation
25 for teachers and staff with the Limerick Generating Station,

mm6 1 that the teachers and staff will remain?

2 A (Witness Bradshaw) No, we don't. And we didn't
3 state that.

4 Q Other than the Owen J. Roberts School District, have
5 you received any representations from school districts that
6 their staff would be unwilling to remain and be available to
7 shelter and evacuate?

8 A (Witness Cunningham) We have previously testified
9 that per our reading of the minutes from the planning committee
10 of the Methacton School District, we have an understanding that
11 they conducted a similar survey and we have also previously
12 testified that we do not know the results of that survey.

13 Q Is it fair to say that as far as the school
14 teachers, the questions previously were with regard to buses
15 and drivers -- with regard to the school teachers, do you
16 have any other indication of willingness to remain or stay,
17 other than what you have from the Methacton minutes and the
18 Owen J. Roberts' survey?

19 A (Witness Bradshaw) I certainly don't have any
20 indication as to their willingness. Neither do I have an
21 indication of their unwillingness.

22 Q Mr. Cunningham?

23 A (Witness Cunningham) I don't have any for either
24 willingness or unwillingness.

25 Q As a result of the orientation therefore, you do

mm7

1 not know whether they would in fact be willing to stay, or not
2 willing to stay?

3 JUDGE HOYT: Asked and answered, counsel.

4 BY MS. ERCOLE:

5 Q Do you have any data or statistics indicating not
6 how many school districts, but how many teachers and school
7 staff had utilized the orientation program?

8 A (Witness Wenger) Yes.

9 JUDGE HOYT: Are you going to break this down by
10 school district?

11 WITNESS WENGER: No, totals.

12 JUDGE HOYT: All right.

13 WITNESS WENGER: What statistics did you want?

14 BY MS. ERCOLE:

15 Q How many schools have utilized the orientation
16 program? If it is too difficult --

17 A (Witness Bradshaw) The information we have in
18 front of us is just a total of the number of staff. If you
19 want a breakdown of the individuals we can obtain it, but it
20 will take us a little while.

21 Q If it will be possible to obtain it tomorrow for
22 purposes of a school, that would be fine.

23 A I believe it was also provided in our response to
24 interrogatories on a detailed basis.

25 Q That was months ago. If you have any current

mm8

1 information --

2 A We can relocate the information again for you.

3 Q If we can reserve that for tomorrow and move on
4 then, if that is acceptable?

5 JUDGE HOYT: Very well.

6 BY MS. ERCOLE:

7 Q Previously we had discussed -- your Honor, I am
8 not going back to this, but as a point of reference - with
9 regard to the letters of intent or understanding that have
10 been formulated for school bus driver services, have there
11 been any letters of intent, understanding or agreement
12 entered into with teachers in terms of their willingness to
13 stay during an evacuation and sheltering scenario?

14 MR. RADER: Objection, your Honor. There is no
15 requirement under NUREG 0654 or Annex E or any other requirement
16 for emergency planning of which I am aware, which requires
17 agreements with individuals.

18 I believe the Planning Criterion under A.3 of NUREG
19 0654 specifically refers to support organizations.

20 JUDGE HOYT: Do you have any citations in opposition
21 to that, Ms. Ercole?

22 MS. ERCOLE: No, I don't, unless the law changes at
23 some point, as the Court had suggested.

24 But the point is, that the letters with regard to
25 the bus companies specify bus drivers. And my question to the

mm9

1 planners are, whether there are any in existence, any letters
2 of intent or understanding with regard to the teachers as there
3 are with the bus drivers.

4 JUDGE HOYT: Your objection is that this is not
5 one of the organizations required?

6 MR. RADER: Yes. The teachers are not organizations.
7 The teachers are individuals, and as I say, 0654 in Criterion
8 A.3 expressly limits the requirements of written agreements to
9 federal, state and local agencies and other support organizations
10 having an emergency response role within the EPZ. Not
11 individuals.

12 JUDGE HOYT: Yes. That is correct.

13 Objection is sustained.

14 BY MS. ERCOLE:

15 Q Have any school districts represented to you that
16 they wished to have letters of agreement, understanding or
17 intent with their teachers before they adopt the plan?

18 MR. RADER: Same objection. There is no requirement.

19 JUDGE HOYT: Since there is no requirement, there
20 is no necessity of eliciting that.

21 Sustained.

22 BY MS. ERCOLE:

23 Q If you are aware Mr. Cunnington, or Mr. Bradshaw,
24 have there been any arrangement to have teacher contract
25 provisions incorporate these as an employment condition?

mm10

1 MR. RADER: Same objection. This is just another
2 form of the wording.

3 JUDGE HOYT: Yes.

4 It is well done as a question, Ms. Ercole, but
5 the objection is sustainable.

6 BY MS. ERCOLE:

7 Q In the school districts that have been listed as
8 Applicant's Exhibit, are there in existence for those school
9 districts, any evacuation plans for other hazards, currently
10 utilized by the school districts?

11 A (Witness Cunnington) You would have to direct that
12 question to the school districts to review their requirements.

13 I believe in the preliminary review of first drafts
14 at the school districts that I attended, that I have worked
15 with, there were at least one one occasion, and I believe on
16 two occasions, documents brought into the room by the school
17 personnel which they indicated were emergency plans for fire
18 and other emergencies. And they used them as we began our
19 initial review.

20 I am not familiar in detail with any of those
21 plans, and would expect that the districts would be using
22 their experience in emergency planning to review the documents
23 that have been provided to them as they have gone through the
24 drafts.

25 So, if the plans exist -- as I have said, I have

mm11 1 seen two documents at meetings that were represented as
2 emergency plans. But, I am not familiar with their details.

3 Q Do you know what school districts they were?

4 A I can't recall that right now.

5 As I've said before, I've been to several hundred
6 meetings with bus companies and school districts, and it is
7 very difficult to recall particulars. These would have
8 occurred over two years ago.

9 Q Is it fair to say that the teacher-staff emergency
10 response for other hazards that have involved school districts
11 in the EPZ, have required a limited participation of the staff
12 and the faculty? That is to say, there has been no sheltering
13 requirements, no long-term evacuations of schools and residences
14 and no mass dependency on large unknown transportation resources?

15 MR. RADER: I object. That is irrelevant what other
16 disaster plans may require, may not require for other
17 circumstances.

18 MS. ERCOLE: I didn't ask about other disaster plans.
19 I asked about teacher-staff emergency response to other hazards
20 that have caused them to invoke their emergency response.

21 MR. RADER: Yes, and I object --

22 MS. ERCOLE: As individuals, not as a plan.

23 MR. RADER: I am not sure I now understand the ques-
24 tion. But, if I do understand it, it is asking whether or not
25 other plans make provisions for required teacher participation.

mm12 1 We are, of course, dealing with the standards under
2 NUREG 0654 and not other standards of state law which may be
3 applicable to other cases.

4 MS. ERCOLE: The planners --

5 JUDGE HOYT: Can you take the comments of counsel
6 and weave it into your question? Because we are not going to
7 get into those other emergency plans, Ms. Ercole.

8 MS. ERCOLE: I did not want to. I will clarify my
9 question.

10 JUDGE HOYT: Very well, let's try it again and see
11 if we can get your information.

12 BY MS. ERCOLE:

13 Q Have there been teacher-staff emergency responses
14 to other hazards for the school districts, or affecting school
15 districts within the EPZ that you are aware of? That is to
16 say, a chemical spill, a fire or what have you?

17 A (Witness Cunningham) I have previously testified
18 to teacher response during fire drills.

19 I am also aware of a hazardous material situation
20 that was created in the Daniel Boone School District by
21 district employees themselves that did require the temporary
22 evacuation of their senior high school and junior high school
23 and faculty and staff were present at the time that the building
24 was evacuated.

25 I have heard descriptions of the evacuation from

mm13

1 administrative and staff personnel, and I must assume that
2 teachers were involved and that they did evacuate the building
3 themselves and did perform.

4 But that is the only instance that I am aware of
5 other than the drills and exercises that I previously testified
6 to.

7 Q And the drills and exercises that you previously
8 referred to are the fire drills?

9 A Yes, ma'am.

10 Q And it is a fair characterization, is it not, of
11 these fire drills that you have referred to, that they did not
12 involve sheltering of students or long-term evacuation of
13 students or dependency on bus resources from other parts of
14 the county?

15 A My understanding of the fire drills, no, they
16 did not involve sheltering. That would be a fairly inappropriate
17 response in a fire. And they do not involve the other issues
18 that you repeated.

19 Q At training sessions -- strike that.

20 Has any school district indicated what members of
21 its staff would be willing to remain to accompany students
22 during the event of an evacuation for the Limerick Generating
23 Station?

24

25

end T18

mn-19-1

1 A. The school districts have indicated that administra-
2 tive personnel would evacuate and accompany students. In some
3 cases individualized assignments have been made for very
4 specific and limited roles. We woul have to deal with them
5 specifically in reference to a more specific question and the
6 plans do contain procedures for seeking and designating
7 volunteers among the remaining faculty and staff to
8 participate in student supervisory roles during sheltering
9 or evacuation.

10 Q Have the individualized assignments that you have
11 referred to, are they just of an administrative capacity or
12 do they involve the actual faculty and staff?

13 A. They obviously involve the staff. You would have to
14 look at the particular assignment to know if that was of a
15 faculty member.

16 Q Do you know how many are involved in this individual-
17 ized assignment?

18 A. As I have said, it depends on the plan. I can't
19 answer in general. I could only give an example of the kind
20 of role. I can't answer in general as to who it is unless we
21 want to deal with specifics.

22 Q Is it fair to say then as far as the school districts
23 within the EPZ, you do not have a total number of school staff
24 or teachers that have been identified for purposes of pre-
25 assignment?

1 A. No. The principles of the plan would indicate
2 that you would not have that total number until the time of
3 an incident because as I stated the procedures are to seek
4 staff at the time of an incident to perform the supervisory
5 functions.

6 Q You have indicated that at training sessions
7 instructors have advised persons involved in emergency
8 response activities that they should discuss family arrangements
9 during an emergency. Can you indicate whether the school
10 teachers and their families have been advised to adopt a
11 family evacuation plan in lieu of a municipal plan?

12 MR. RADER: I object to the form of the question.
13 I don't know that there is any foundation in the record for
14 the necessity of a family evacuation plan under the guidance
15 provided by NUREG-0654 or the NRC's own regulations.

16 JUDGE HOYT: I am not able to understand your
17 question either, Ms. Ercole, because in looking at the text
18 of your contention I don't see how it relates. Can you
19 enlighten me perhaps?

20 MR. ERCOLE: In the testimony at paragraph 25 they
21 talk about the training sessions having to discuss family
22 arrangements and my question as far as what the teachers are
23 informed is whether they are informed that as teachers they
24 should work out a family plan with their own family should their
25 bodies or their guidance be needed for purposes of emergency

19-3

1 planning for the power plant. What I would refer to is a copy
2 of the training for the teachers which reflect that family
3 plan radiological emergency preparedness and dated April 16,
4 1984. I would submit this to the applicant before I tender
5 it to the witnesses for purposes of identification where
6 they characterize this as being this family plan.

7 MR. RADER: I have not seen the document so I
8 can't comment upon it but I can state that the contention
9 as the Board has pointed out does not cover any so-called
10 family evacuation plan and I think that gets far afield of
11 this particular aspect.

12 MS. ERCOLE: It is in the testimony that they talked
13 about the orientation accommodating and telling the teachers
14 about making family arrangements. This would be incorporated
15 as part of that training orientation and the nexus to that
16 the applicant has made in this testimony is that if the
17 school staff is informed and is appropriately planned for,
18 they will then be willing to assist with the escort functions
19 involved in emergency planning.

20 (Board conferring off the record.)

21 JUDGE HOYT: Ms. Ercole, what is your question one
22 more time?

23 BY MS. ERCOLE: (Resuming)

24 Q. As part of the orientation program provided by EC
25 to the teachers and staff of the respective school districts,

1 have the teachers been advised by Energy Consultants to adopt
2 a family evacuation plan in lieu of the municipal plan to
3 provide for their personal needs if they are required to stay
4 with students during emergency planning procedures?

5 MR. RADER: I object to the question insofar as it
6 relates to a special family evacuation plan in lieu of the
7 municipal plan. That is not part of the contention.

8 JUDGE HOYT: I don't think that was the question
9 either, counsel. I think your objection if it is nothing
10 more than that is overruled.

11 MR. RADER: To make the record clear, I have no
12 objection to the witness' being asked a question regarding
13 family arrangements, per se.

14 JUDGE HOYT: Does any member of the panel want to
15 respond to that?

16 WITNESS BRADSHAW: I believe so.

17 JUDGE HOYT: Go ahead.

18 WITNESS BRADSHAW: If she wouldn't mind, could she
19 rephrase it again, please, to make sure I have it right.

20 JUDGE HOYT: Could the reporter please read back
21 the pending question?

22 (Whereupon, the reporter read the record as
23 requested.)

24 WITNESS BRADSHAW: Energy Consultants certainly would
25 not recommend that a teacher adopt a family plan in lieu of

19-5

1 the municipal plan. Our training programs encourage people
2 involved in the emergency to consider family arrangements.
3 This type of discussion is typical of all our sessions. We
4 make the recommendation to everyone involved. I believe that
5 answers the question.

6 BY MS. ERCOLE: (Resuming)

7 Q Have the teachers during the orientation program
8 that you have offered been told to make arrangements for their
9 own families outside of the emergency planning zone?

10 MR. RADER: Objection, asked and answered. I thought
11 that was the last question.

12 JUDGE HOYT: Does outside the emergency planning
13 zone --

14 MR. RADER: I think the first question didn't
15 differentiate. I thought the first question was did you suggest
16 that families make arrangements.

17 JUDGE HOYT: Let's see if we can get an answer
18 outside the zone then. The objection is overruled.

19 BY MS. ERCOLE: (Resuming)

20 Q Could you answer, Mr. Bradshaw?

21 A (Witness Bradshaw) I would answer that the family
22 arrangements that were recommended were all-encompassing in
23 scope and included all of the possibilities with regard to their
24 responsibilities under the plan, one of which would be
25 arrangements that would be necessary in the event of a

19-6

1 relocation.

2 Q Those arrangements that would be necessary in the
3 event of a relocation are what?

4 A They would vary depending upon the situation for the
5 family but if you would like an example, I would give you an
6 example.

7 JUDGE HOYT: Does nodding your head mean you want
8 one?

9 BY MS. ERCOLE: (Resuming)

10 Q Yes, please.

11 A For instance, if a school teacher accompanied his
12 students to a host school he might request his spouse to meet
13 him at the host school and make arrangements for their own
14 relocation if that were necessary if they resided in the
15 emergency planning zone.

16 Q Have you received any indications from the school
17 district in terms of whether the faculty and school staff
18 have made such arrangements as part of their school planning
19 procedures?

20 A No. It was simply a discussion and a suggestion
21 to them. There is certainly no requirement that they do so
22 or requirement that they formalize such arrangements.

23 Q You have indicated in that same paragraph, number
24 25, that arrangements for the evacuation of the general public
25 under the various plans provide a reasonable assurance to the

19-7

1 school personnel and their families that family members will be
2 protected in the event of a radiological emergency. Is that
3 correct?

4 A. That is correct.

5 Q. The conclusion that you draw from that is what?

6 MR. RADER: I object to the question. The conclusion
7 that you draw from that, I am not sure what the question is.
8 It is very vague.

9 BY MS. ERCOLE: (Resuming)

10 Q. What if any conclusion do you draw from the
11 statement you just made?

12 MR. RADER: I object, Your Honor. I don't know
13 what the question is.

14 JUDGE HOYT: Very well. Sustained.

15 BY MS. ERCOLE: (Resuming)

16 Q. By making that statement about the arrangements for
17 the evacuation of the general public and the bearing if any
18 it will have on the school personnel, are you indicating by
19 that testimony that the willingness of the teachers to stay
20 and assist in emergency planning procedures will depend upon
21 the adoption of the local plan?

22 A. (Witness Bradshaw) No, I am not.

23 Q. On what are you basing it?

24 A. Basing it on documented emergency response material
25 which clearly indicates that the availability and existence of

1 plans and procedures and defined scope of responsibilities
2 give people a sense of security and emergency workers a
3 better feel for their responsibilities and therefore, provide
4 assurance to both the public and emergency workers involved
5 in that process that they are cared for.

6 Q If the local plans, the local municipal plans, are
7 adequate plans are you indicating then that the teachers will
8 be more likely to stay?

9 A Yes, I am.

10 Q Conversely, if the local plans are not adequate
11 it is your position, is it not, that the teachers will not be
12 as willing to stay?

13 A I think that is a fair statement.

14 Q Have any of the local plans for the municipalities
15 in Chester County been adopted?

16 MR. RADER: Objection, Your Honor. We have been
17 over this before and I believe the Board has sustained our
18 objection that this question of adoptability goes to LEA
19 contention number one.

20 MS. ERCOLE: With all due respect to the Board,
21 although the question of adoption has been raised under LEA-1,
22 the question is based directly upon the representations and
23 the opinions proffered by the emergency planners, that if the
24 local plans are workable the teachers will stay and therefore,
25 the teachers are going to stay.

19-9

1 MR. RADER: I object to counsel's mischaracterization
2 of the witness' testimony. The witness did not say the plans
3 had to be adopted to assure the teachers would remain.

4 JUDGE HOYT: The objection is sustained.

5 BY MS. ERCOLE: (Resuming)

6 Q Are not the problems that have been raised with
7 regard to the local municipal plans such as road congestion,
8 transportation resources, volunteers and staff the same issue
9 that confront the workability of the school district plans?

10 MR. RADER: Objection, lack of foundation.

11 MS. ERCOLE: They have testified --

12 JUDGE HOYT: Lay your foundation first, please.

13 BY MS. ERCOLE: (Resuming)

14 Q You have indicated in your testimony all of
15 yesterday afternoon as well as this morning that you are
16 emergency planning experts and that you have assisted as
17 project managers and senior staff consultants for the Limerick
18 Generating Station, is that correct?

19 A. (Witness Bradshaw) That is correct.

20 Q Mr. Cunnington, you have indicated, have you not,
21 that your province has been mostly school districts and Mr.
22 Bradshaw, you have indicated have you not, that your province
23 has been working with the local municipalities, isn't that
24 correct?

25 A. No, it is not.

19-10

1 Q Amongst other things?

2 A No, it is not.

3 Q Does anyone on the panel have familiarity with the
4 municipal planning procedures?

5 A We have general familiarity with the whole project.

6 Q Has anyone on the panel worked with the local
7 municipalities in the drafting, implementation and revisions
8 on any of their plans?

9 A Neither of us have, no.

10 Q Earlier in the day or yesterday when you testified
11 that the adoption of the county plans and local participation
12 was essential to the adoption of the county plans, you are
13 now testifying from a position of expertise in emergency
14 planning.

15 MR. RADER: I object to counsel's mischaracterization
16 of the testimony yesterday and her inference today.

17 MS. ERCOLE: I will rephrase it.

18 JUDGE HOYT: Very well.

19 BY MS. ERCOLE: (Resuming)

20 Q Did you not testify earlier that the participation
21 of the local municipalities was essential to an adequate and
22 workable evacuation plan?

23 A (Witness Bradshaw) I think that is a fair
24 representation.

25 Q Did you not say that local participation and

19-11

1 cooperation was essentially to the adoption of the plan by
2 the county?

3 A. I can't recall if I did but I think it is a fair
4 statement.

5 Q. On what basis can you make the statement that you
6 are familiar with local planning procedures and how essential
7 they are and at this time you have come forward and you cannot
8 make representations about municipal planning?

9 A. I did not say I could --

10 MR. RADER: I object. Counsel is again arguing
11 and badgering the witness. I think that should not be
12 permitted by this Board.

13 MS. ERCOLE: It is a prior inconsistent statement.

14 JUDGE HOYT: Counsel, I don't think this panel
15 can be badgered but I do think it can be argued with and so
16 on that basis, I will sustain the objection.

17 BY MS. ERCOLE: (Resuming)

18 Q. You are familiar with local planning procedures,
19 is that correct?

20 A. (Witness Bradshaw) That is correct.

21 Q. Energy Consultants has done the prototype drafting
22 for the school district as well as the municipal plans, isn't
23 that correct?

24 A. That is correct.

25 Q. The municipal plans that Energy Consultants has done

19-12 1 for, have they also done the appropriate revisions therefor?

2 A. Yes, we have.

3 Q. You are aware, are you not, of the contents of the
4 municipal plans and the revisions thereof?

5 A. I am generally aware of the plans and their content,
6 yes.

7 Q. Since you have an awareness of the municipal plans,
8 their contents and the revisions that have been requested
9 or have been made, you are familiar are you not with the
10 problems that the municipalities have raised in that regard?

11 A. I am familiar with the concerns and issues that
12 have been discussed in the emergency planning process, yes.

13 Q. As it pertains to municipals, is that correct?

14 A. That is correct.

15 Q. And also as it interrelates in an interjurisdictional
16 sense with the school districts, is that correct?

17 A. I am not sure what you mean by that question.

18 Q. You are familiar, are you not, not only with the
19 problems that have been raised on a municipal level with
20 regard to emergency planning, but you have also been familiar
21 with how that relates to the school district implementation
22 of the plan?

23 MR. RADER: I object to the form of the question.
24 There is an assumption there, I suppose, that there is some
25 interrelationship between any problems which have still not

19-13

1 been identified as to municipalities and those which may or may
2 not have been expressed by certain school districts.

3 MS. ERCOLE: I have not asked for an identification
4 of the problems. I am laying the foundation as the Board had
5 directed me to on the interjurisdictional relationship between
6 the municipal plans and the school plans as the witness had
7 verified earlier today.

8 MR. RADER: My objection is that counsel has
9 assumed that such a interrelationship exists without laying
10 any foundation for that point.

END#19

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 MS. ERCOLE: They have testified to that
2 earlier, and I had expressly used the word
3 "interjurisdictional relationship."

4 JUDGE HOYT: Very well, you may proceed, counsel.

5 MS. ERCOLE: If that is sufficient foundation.

6 JUDGE HOYT: If it is foundation, it is
7 sufficient.

8 Your objection is overruled.

9 MS. ERCOLE: Thank you.

10 BY MS. ERCOLE:

11 Q Are the problems that you are aware of
12 or the issues -- strike that.

13 Are the issues that you are aware of that
14 have been raised by the local municipal planners,
15 does any of that embody road congestion, transportation
16 resources, volunteers?

17 A All of those issues have been raised at
18 one point or another in one municipality or another
19 in a project of this magnitude, of course, but they
20 are certainly not pervasive.

21 Q And it is your testimony that are not some
22 of these same issues that are confronting the school
23 districts?

24 A You would have to give me a specific example.

25 Q With regard to road congestion, transportation

1 resources, and volunteers.

2 MR. RADER: Objection, your Honor.

3 We are now expanding the scope of
4 -- counsel is attempting to expand the scope, I should
5 say, of LEA-12 to road congestion and other such issues.

6 MS. ERCOLE: The only reason why I am asking
7 that question is because they have said that the local
8 plans are adequate and because they are, the teachers
9 will go. But there has been no foundation to show
10 that the local plans are adequate because they have not
11 been approved.

12 So their causal connection cannot be
13 established.

14 MR. RADER: Judge Hoyt, I don't believe this
15 Board wants to evaluate the adequacy of each and
16 every aspect of the plan under the auspices of LEA-12.
17 I don't believe that would be appropriate.

18 JUDGE HOYT: The objection is sustained.

19 BY MS. ERCOLE:

20 Q You have indicated that certified teachers
21 are presumed reasonable adults.

22 You have indicated that in your testimony?

23 JUDGE HOYT: I am going to qualify the
24 question within the terms of the testimony of these
25 witnesses. "Certified by the Commonwealth."

1 MS. ERCOLE: I was trying to find the context.

2 BY MS. ERCOLE:

3 Q You have indicated that the expected conduct
4 of the school personnel as reasonable adults certified
5 by the Commonwealth for the instruction of school
6 children will assure that the personnel will remain
7 with the children during an evacuation or sheltering
8 until relieved.

9 Upon what do you base that conclusion?

10 JUDGE HOYT: Prior to answering that question, I am
11 going to modify your question by inserting the word
12 "reasonably assure that such personnel will remain."

13 MS. ERCOLE: I apologize.

14 BY MS. ERCOLE:

15 Q Upon what do you base that?

16 A There is a large body of social/scientific
17 knowledge that addresses individual and group behavior
18 in a disaster. This information clearly indicates that
19 volunteers respond in an emergency; that community goals
20 prevail over individual goals; that community goals
21 are balanced with family goals.

22 And we have no reason to believe that
23 teachers, as reasonable adults, would act differently.

24 Q Has any such social/scientific study been
25 conducted for the school districts within the Limerick

1 Generating Station Emergency Planning Zone?

2 A I have no knowledge of any specific study
3 in that regard.

4 Q You have indicated that because of this
5 body of social/scientific knowledge that accordingly
6 there has been no need to conduct a survey of teachers
7 regarding the performance of this function; is that
8 correct?

9 A That is correct. Because the plans include
10 procedures that allow the school plan to be implemented
11 less than the full staff.

12 Q Would not the conduct of a survey to
13 specifically determine how many of the teachers and
14 the school staff would remain would give the school
15 districts a specific number of teachers they could
16 rely on to assist the children during an evacuation or
17 sheltering scenario?

18 A The results of such a survey could certainly
19 supplement the information available to the school
20 district.

21 However, I content that such a survey is
22 unnecessary, that the plans provide provisions that
23 allow it to be implemented without such a survey with less
24 than a full staff, and that the body of scientific
25 knowledge on human response indicates that sufficient

1 teachers will, in fact, be available.

2 Q You have indicated that it was unnecessary.
3 But it could be supplemental; is that correct?

4 A Certainly it is the prerogative of the
5 school district to develop such information.

6 Q And would you not state that such supplemental
7 data would, in fact, be helpful to the school districts
8 in determining how many people they could, in fact,
9 rely on during a radiological emergency of their
10 staff and faculty?

11 MR. RADER: Objection, asked and answered,
12 your Honor.

13 JUDGE HOYT: Sustained.

14 BY MS. ERCOLF:

15 Q Is it fair to say that there have been --
16 strike that.

17 Despite this body of scientific data that
18 you have referred to, there were two school districts
19 that felt the need to survey; is that correct?

20 A (Witness Cunnington) Yes.

21 MR. RADER: I object to the form of the
22 question that perhaps a survey was conducted. I don't
23 know. The witnesses can advise us of that.

24 But as to whether or not there was a need or
25 a perceived need to do so is a subjective element which

1 would be beyond the scope of their competence.

2 JUDGE HOYT: I want to see whether they can
3 answer the question, counsel.

4 With that in mind, I will overrule the
5 objection.

6 Can you respond to the question?

7 WITNESS CUNNINGTON: We have previously
8 testified an awareness of the survey at the Owen J.
9 Roberts School District and also indicated that we have
10 reviewed the minutes of the meetings of the Methacton
11 Advisory Committee which indicate that a survey was
12 conducted and that we do not at this time have the
13 results of that survey.

14 JUDGE HOYT: Yes. That is correct.

15 That was my recollection also.

16 Very well, counsel. Proceed.

17 BY MS. ERCOLE:

18 Q As an emergency planning measure and as
19 experts allegedly in emergency planning, is there
20 anything inadequate or wrong with a supplemental
21 survey to determine willingness of the teachers to
22 remain?

23 A Your question characterizes, is there anything
24 wrong or --

25 Q Inadequate.

1 A There is nothing wrong with the survey.
2 There are some inadequacies with conducting a survey;
3 the most primary of which is the survey, as any
4 survey, assesses the willingness or the availability
5 or whatever issue is being checked by the survey at a
6 particular point in time.

7 And in point of fact, the conducting of a survey
8 at this point in time today, about which someone's
9 willingness to participate when a plan is implemented
10 in the future has obvious drawbacks in translation
11 to a point in time in the future when, in fact, the
12 plans would have to be implemented.

13 I would call your attention to the plans
14 and their procedures which state at appropriate times in
15 the procedures that the building principals and superinten-
16 dents will conduct an effort to determine their
17 emergency staffing requirements at the time appropriate
18 to the emergency and to make the necessary assignments
19 and seek volunteers to full those assignments.

20 Q Is it your position, therefore, because this
21 is a futuristic consideration, that one cannot
22 accurately assess or determine whether the teachers will
23 remain?

24 A I have indicated that there are drawbacks.
25 I believe, just in my testimony, that assessing

1 someone's willingness at a point in time has
2 problems in translating their willingness to participate
3 at some future point in time.

4 There are several reasons for that.

5 I also would call attention to our previous
6 testimony that would indicate that the historical
7 record is such that it overwhelmingly indicates that
8 in times of disaster or emergency, more than adequate
9 numbers of individuals volunteer to perform necessary
10 duties. And, in fact, it also would indicate that
11 many times the major difficulty at the time of an
12 emergency is to deal with the excess of volunteers
13 and to be able to handle the practical situations that
14 surround the assignment of volunteers to performing
15 specific functions.

16 Q Given the evolving nature of the plans and
17 the need to periodically review resources, would not
18 the periodic surveys of staff and teachers accompanied
19 with orientation be consistent with the evolving concept
20 of the plan?

21 A Periodic surveys would not of necessity
22 be inconsistent with the evolving nature of the plan,
23 but it still does not negate the fact that at the time
24 of the emergency is the critical point in time when
25 the staffing must be assessed.

1 And the emergency plans that have been --
2 that are being developed and the principals that we
3 have offered initially to the process that has
4 resulted in the drafting and review are such that
5 you must assess at the time of the emergency the
6 staff functions that need to be performed, the
7 staff available to perform them, and make appropriate
8 assignments.

9 And in the school plans, that assessment
10 and assignment has been assigned to administrative
11 personnel which include building principals and
12 school superintendents.

13 Any number of surveys will not negate the
14 fact that that has to be completed at the time and
15 that those procedures in the plans are appropriate.

16 Q With the bus drivers situation, there is, in
17 fact, an assessment and an assignment of bus drivers
18 without waiting to the time of the actual emergency;
19 isn't that correct?

20 A We have made -- the Montgomery County plan
21 which we testified to makes assignments of units, busses
22 and drivers. The information that they collected
23 -- the information that they collected has the
24 organizations providing an assessment of the resources
25 that might be available. And I believe I just stated in

1 my testimony that periodic surveys would not be
2 inconsistent with the school planning process.

3 But I did not testify that they would be
4 necessary. I said they would be not inconsistent.

5 MS. ERCOLE: Does the Board wish me to pursue
6 this line or to stop at this point?

7 JUDGE HOYT: If you are at a good breaking
8 point in your examination, I think perhaps we can
9 break at this point.

10 MS. ERCOLE: I have one follow-up question,
11 if I may, and then I would be -- it would be fine to
12 break, unless the Board wishes to do that now.

13 JUDGE HOYT: Let's try the one, see if we
14 can make it very quick.

15 BY MS. ERCOLE:

16 Q You have indicated that certified teachers
17 are presumed responsible adults, and the assumption
18 exists that they will remain.

19 Is it not also reasonable for a teacher
20 to attend to his or her own family evacuation concerns
21 such as children in preschool, day care, or other
22 private institutions, an invalid-dependent relative, or
23 a pregnancy?

24 A (Witness Bradshaw) Individual family concerns
25 on the part of teachers and every other emergency

REE 20/11

1 responder is certainly an obvious consideration for them.

2 However, these emergency responders traditionally
3 balance those concerns with their responsibilities
4 and perform both their emergency responsibilities
5 and their responsibility to their families at times of
6 emergency.

7 JUDGE HOYT: Very well. We will recess
8 this evening and meet tomorrow morning at 9 o'clock.

9 Does anyone have any problems with meeting
10 at 9:00? That will give us a half hour more
11 tomorrow, plus the fact that we will adjourn promptly
12 at 12 -- not 12:01, but 12:00.

13 MR. CONNER: May I inquire if the Board would
14 consider extending the hours next week so we will have
15 more hearing time?

16 JUDGE HOYT: I think we may have to make
17 some accommodations on that, if I could find my
18 hearing schedule.

19 (Discussion off the record.)

20 JUDGE HOYT: Yes. I think the Board would
21 like to modify its schedule for November the 26th from
22 1:30 to 5:00; from 9:00 to 5:00 on the 27th, 28th, and
23 29th; and from 9:00 to 12:00 on November 30th.

24 That will pick up approximately four hours,
25 almost another half day of hearing time next week.

Ace-Federal Reporters, Inc.

444 NORTH CAPITOL STREET
WASHINGTON, D.C. 20001
(202) 347-3700

1 If it appears necessary, we can do the same
2 thing the following week. However, I think we will
3 have to keep the time at 1:30 because all the Board
4 members have to drive down or drive up from Washington,
5 and I think others have to -- staff has to drive.
6 We have to get here.

7 I believe also Ms. Ferkin has to come from
8 Harrisburg.

9 MS. FERKIN: That is correct.

10 JUDGE HOYT: Very well.

11 We will adjourn till tomorrow morning at
12 9:00 o'clock.

13 MS. ERCOLE: I just wanted to inform the
14 Board and the other parties that I will not be here
15 tomorrow. Ms. Zitzer will carry on in my behalf.

16 JUDGE HOYT: Very well.

17 The hearing is adjourned.

18 (Thereupon, at 5:10 p.m., the hearing was
19 recessed, to reconvene at 9:00 a.m., Wednesday,
20 November 21, 1984.)

21
22
23
24
25
END 20

CERTIFICATE OF OFFICIAL REPORTER

This is to certify that the attached proceedings before the
UNITED STATES NUCLEAR REGULATORY COMMISSION in the matter of:

NAME OF PROCEEDING:

Philadelphia Electric Company
Limerick Generating Station
Units 1 & 2

DOCKET NO.:

50-352-OL

PLACE:

50-353-OL

DATE:

Philadelphia, Pennsylvania

Tuesday, 20 November 1984

were held as herein appears, and that this is the original

transcript thereof for the file of the United States Nuclear

Regulatory Commission.

*Mimie Meltzer
Marilynn Nations
Rebecca E. Eyster*
(Sigt) Rebecca E. Eyster
(TYPED) Mimie Meltzer, Marilyn Nations
Rebecca E. Eyster
Official Reporter

Reporter's Affiliation