

ORIGINAL
UNITED STATES
NUCLEAR REGULATORY COMMISSION

IN THE MATTER OF:

DOCKET NO:

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

50-352-OL
50-353-OL

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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

In the matter of:]
PHILADELPHIA ELECTRIC COMPANY] Docket 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

Friday, December 21, 1984

The hearing in the above-entitled matter convened,
pursuant to recess, at 9:05 o'clock, a.m.

BEFORE:

JUDGE HELEN F. HOYT, Esquire, Chairwoman
Atomic Safety and Licensing Board
U. S. Nuclear Regulatory Commission
Washington, D.C. 20555

JUDGE RICHARD F. COLE, Member
Atomic Safety and Licensing Board
U. S. Nuclear Regulatory Commission
Washington, D.C. 20555

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

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APPEARANCES:On behalf of Philadelphia Electric Company:

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On behalf of the Pennsylvania Emergency Management Agency:

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On behalf of the Nuclear Regulatory Commission Staff:

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Office of the Executive Legal Director
U. S. Nuclear Regulatory Commission
Washington, D.C. 20555

On behalf of the Limerick Ecology Action, Intervenors:

PHYLLIS ZITZER, President
MAUREEN MULLIGAN
Limerick Ecology Action
Box 761
Pottstown, Pennsylvania 19464

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C O N T E N T S

<u>WITNESSES:</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>BOARD</u>
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JAMES B. PUGH

By Ms. Zitzer	16,362				
Mr. Rader		16,369			
Ms. Ferkin		16,384			
Mr. Hassell		16,389			
Ms. Zitzer			16,390		
Judge Harbour					16,392
Mr. Rader				16,394	
Ms. Zitzer				16,396	

GEORGE SHARKEY

By Ms. Zitzer	16,420				
Mr. Rader		16,431			

CLARE G. BROWN, JR.

Ms. Zitzer	16,462				
Mr. Rader		16,477			
Ms. Ferkin		16,501			
Mr. Hassell		16,503			
Ms. Zitzer			16,506		
Mr. Rader				16,512	
Ms. Ferkin				16,518	

Page

LIMITED APPEARANCE STATEMENT OF DONALD MORABITO	16,410
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<u>INSERTS:</u>	<u>Follows Page</u>
-----------------	---------------------

Statement D. Morabito	16,419
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<u>RECESSES:</u>	<u>Page:</u>
------------------	--------------

First morning	16,409
Second morning	16,461

C O N T E N T S (Continued.)

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<u>EXHIBITS:</u>	<u>IDENTIFICATION</u>	<u>EVIDENCE</u>
Applicants:		
No. E-83	16,372	16,520
E-84	16,375	16,520
F-85	16,378	16,520
E-86	16,439	16,520
E-87	16,478	16,520
E-88	16,514	16,520

NOte: Exhibits Nos. E-84, E-85 and E-86 to be furnished
to the reporter by counsel.

P R O C E E D I N G S

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. I believe we had completed the witness last evening and may we have you next witness, please, Ms. Zitzer.

MS. ZITER: Dr. James Pugh.

JUDGE HOYT: Sir, if you will come forward to be sworn.

Whereupon,

JAMES BENNETT PUGH,
was called as witness by Limerick Ecology Action, and having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. ZITZER:

Q Dr. Pugh, could you state for the record your name, your address and your relationship with the Lower Merion School District?

A. My name is James Bennett Pugh, P-U-G-H. Do you want my residence?

Q Yes.

A. I reside at the Oak Hill Apartments in Narberth, Pennsylvania. I am the superintendent of schools of the Lower Merion School District.

XXXXXX

1 Q How long have you been superintendent there?

2 A Since July 1st of 1979.

3 Q Could you please state the nature of your
4 relationship with the school board of the Lower Merion
5 School District?

6 A I am the Chief Executive Office employed by
7 the board of school directors.

8 Q Are you elected or appointed by the School Board
9 to that position?

10 A Appointed.

11 Q How many members are there on your school board?

12 A Nine.

13 MS. ZITZER: I would like to tender to the witness
14 a letter of understanding marked for identification purposes
15 as LEA Exhibit E-7 which is a sample letter of understanding.

16 (Above-referenced document proffered to the
17 witness and shown to other parties by representative from LEA.)

18 JUDGE HOYT: This is the same letter of understand-
19 ing that has been used in the other jurisdictions.

20 MS. ZITZER: I have given the witness the letter
21 of understanding marked for identification purposes as
22 LEA Exhibit E-7.

23 BY MS. ZITZER: (Resuming)

24 Q I would like to ask you, Dr. Pugh, if you are
25 aware of whether or not your school district recieved a similar

1 proposed letter of understanding at any point in time from
2 the Montgomery County Office of Emergency Preparedness?

3 A Yes, we did, sometime in April of 1984.

4 Q What was the response of the Lower Merion School
5 District to receiving a similar sample letter of agreement?

6 A The Board directed me to respond with a letter
7 to the Office of Emergency Preparedness saying that the
8 Board would agree to participate in the plan to the degree
9 possible but were unwilling to sign the suggested agreement.

10 Q Was there any discussion of the particular reason
11 why the Board was unwilling to sign the proposed letter of
12 agreement?

13 A Yes. That was done at a public meeting of the
14 Board of School Directors.

15 Q What was the reason for that?

16 A They believed and I can only give it to you in
17 general because that was several months ago, the Board was
18 not impressed with the language of the agreement, in particular,
19 paragraph three, which indicated that either party could
20 rescind the agreement at any given point in time.

21 Q Do you have any particular reason that you are
22 aware of why that language was objectionable to the school
23 board?

24 A It was felt that it wasn't very binding and
25 was rather innocuous.

mnl-4

1 Q Were there any other concerns that you are aware
2 of that were discussed at that meeting or at a subsequent
3 time amongst your school board?

4 A If I remember correctly, the Board was concerned
5 that they couldn't in any way guarantee that the school
6 district -- they could guarantee that the school district
7 could provide buses but they could not guarantee that they
8 could provide drivers for those buses and that was part
9 of the discussion.

10 Q Why was the school district of the opinion that
11 you just described?

12 A I am sorry. I didn't hear you.

13 Q Why was there discussion amongst the board of
14 directors as you described regarding their concern about
15 the provision of drivers for those buses? What was the
16 basis for that concern that you are aware of?

17 A If I remember correctly, they just didn't feel
18 that they couldn't in any way direct the drivers to drive
19 the buses, to take on that kind of responsibility. That
20 was a concern based on their own opinions, of course.

21 Q Was there any discussion that you are aware of
22 by the school board or any individual members of the board
23 that you are aware of regarding the language in the proposed
24 letter of agreement to the maximum extent possible?
25 Specifically I am referring to the second line where the

mnl-5

1 proposed letter of agreement would have said that you would
2 agree to provide buses and drivers to the maximum extent
3 possible?

4 A. Was there any discussion of that, I don't recall.

5 Q. Are you aware of whether or not there was any
6 concern about what the language to the maximum extent
7 possible meant?

8 MR. RADER: Objection, asked and answered.

9 THE WITNESS: No, I don't recall.

10 JUDGE HOYT: The witness when there is an objection,
11 sir, let us rule on it before you answer the question.

12 MR. RADER: I withdraw my objection.

13 JUDGE HOYT: Very well. Thank you.

14 BY MS. ZITZER: (Resuming)

15 Q. Are you aware that the Montgomery County Office
16 of Emergency Preparedness has included in the draft
17 Montgomery County Radiological Emergency Response plan for the
18 Limerick Generating Station an assignment to Lower Merion
19 School District to provide 17 buses and drivers as a reserve
20 assignment in the event that they are needed for a radiological
21 emergency at Limerick?

22 A. Yes, I am aware of that.

23

END#1

24

25

T2KW/kwl

1 Q Do you believe that that assignment is consistent
2 with the action taken by the board that you are aware of?

3 A Is that assignment of the 17 buses consistent
4 with what the Board agreed to, the response of the board?
5 Is that the question?

6 Q My question is, the fact that you have a
7 reserve assignment to provide 17 buses and drivers in the
8 event that they are needed due to a radiological emergency
9 at Limerick, do you believe that that assignment is consistent
10 with actions taken by your school board?

11 MR. RADER: I object to the form of the question
12 unless it is clear that the witness is expressing his own
13 opinion rather than that of the board of education unless
14 the board expressed its own opinion at some point.

15 JUDGE HOYT: He can testify, Counselor, if he
16 was at the meeting and not what the board acted on at that
17 time.

18 MS. ZITZER: I would offer to allow the witness
19 to express his own opinion if he is not aware of the opinion
20 of the board.

21 JUDGE HOYT: Objection overruled. Please answer
22 the question, sir.

23 THE WITNESS: Let me see if I can answer that in
24 two parts. I'm not certain that the board of school
25 directors is aware of that. I'm aware of it, and I believe

kw2

1 it is consistent, in my opinion it is consistent with the
2 action that the board took.

3 BY MS. ZITZER:

4 Q Do you believe that the assignment to provide
5 the necessary drivers for those buses is consistent with
6 the action that the board took and the concerns that you
7 are aware of that they discussed?

8 A I'm not certain I can answer that question
9 directly. In fact, if I may, we have some concerns that we
10 can supply drivers at all. We don't know that we can.

11 Q Why is that?

12 A We haven't approached them, and we don't know
13 what reaction drivers would have at a time of emergency
14 when we asked them to operate these buses.

15 Q What is the normal turnover rate, if you have
16 any knowledge of that, of your drivers from year to year?

17 A We have several classifications of drivers;
18 part-timers and full-time drivers. The 17 drivers that we
19 are talking about that we would assign are for all intents
20 and purposes full-time drivers, and the turnover rate there
21 is relatively low. Mr. Clyde Matson, the director of
22 transportation, is in the room; he could probably answer
23 that better than I can.

24 I would think it's in the neighborhood of about
25 10 percent a year. When we get to part-time drivers, then

kw3

1 we have a very much larger rate of turnover, probably in the
2 neighborhood of 50 percent a year.

3 MS. ZITZER: I have no further questions.

4 JUDGE HOYT: Very well. Mr. Rader, you have
5 60 minutes.

6 MR. RADER: I will need substantially less,
7 given the time LEA has taken. It will be commensurate with
8 that time period.

9 JUDGE HOYT: Very well.

10 CROSS-EXAMINATION

11 BY MR. RADER:

12 Q Dr. Pugh, I understand that one of the reasons
13 you expressed as being a basis for the board of education's
14 action was that it was concerned with the language in the
15 proposed agreement which stated that either party could
16 rescind the agreement; was the board concerned, therefore,
17 that the agreement should be more binding on both parties?

18 A I'm not certain, and I don't mean to be flippant,
19 but we have three attorneys on our board, and they are
20 very much concerned about the language.

21 Q Is there any benefit that the Montgomery County
22 Office of Emergency Preparedness is affording to your school
23 district under this agreement or is it just that this school
24 district is affording a benefit as a public service to
25 the Montgomery County Office of Emergency Preparedness?

kw4

1 A Apparently it's the latter.

2 Q Is it your understanding that this agreement
3 if in fact signed would enable the Montgomery County Office
4 of Emergency Preparedness to supply buses to disaster victims
5 in your school district in the event of an emergency?

6 A That was my understanding.

7 Q That would be even a non-radiological emergency
8 unrelated to Limerick; is that correct?

9 A Yes. I wasn't very clear on that, quite
10 frankly. There's another plan that's being prepared by the
11 Lower Merion Township, and it was my understanding that
12 plan would deal with local kinds of emergencies, but ---

13 Q Is it your understanding that this agreement would
14 have covered the provision of buses if needed under that plan
15 as well or was it your understanding that a separate
16 agreement would be needed?

17 A Well, you must understand that Mr. Bigelow
18 dealt with -- did not deal with me directly, dealt with our
19 director of transportation, Mr. Clyde Matson, and frankly
20 in any times that I was involved in this and the information
21 that I had, I must admit that my attitude was this was
22 directed toward emergencies at Limerick.

23 Q Was that your understanding of the language of
24 the agreement before you?

25 A That's my understanding, yes.

kw5

1 Q Well, sir, now you are reading that, it
2 does say that your school district would agree to provide
3 buses to the maximum extent possible for use during an
4 emergency for transportation of individuals and I am quoting,
5 "should an evacuation be required of Montgomery County
6 residents affected by man-made or natural disasters,
7 including an incident at Limerick Generating Station."

8 A I understand.

9 Q Wouldn't that imply to you as a well-educated
10 individual that that would include disasters other than
11 at Limerick?

12 A Now that you bring it to my attention, yes, but
13 I would emphasize all the discussions we had were around
14 the situation at Limerick.

15 Q Didn't the school board have before it the exact
16 language of the agreement at the time they considered it?

17 A The exact copies.

18 Q They understood it would include something
19 beyond Limerick, didn't they?

20 A I can't speak for nine people.

21 MR. RADER: I'm going to show the witness,
22 after showing Counsel for the Representatives and the
23 parties, a bus transportation provider survey for the Lower
24 Merion School District.

25 BY MR. RADER:

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1 Q Have you ever seen that before, sir?

2 A Yes, I have seen this.

3 Q That's a true and accurate copy of the survey
4 form sent to you by the Montgomery County Office of
5 Emergency Preparedness, and it was filled out by Mr.
6 Matson of your office?

7 A I believe it is. I believe so.

8 Q Does that information correctly reflect the
9 school resources, school transportation resources in your
10 district which Mr. Matson stated could be provided to the
11 Montgomery County Office of Emergency Preparedness if needed?

12 A Yes.

13 MR. RADER: I would ask that the document
14 identified by the witness as the Montgomery County Office
15 of Emergency Preparedness Bus Transportation Provider
16 Survey Form filled out by the Lower Merion School District
17 be marked as Applicant's Exhibit E-83.

18 JUDGE HOYT: The exhibit described by Counsel
19 will be so marked as an exhibit for Applicant 83 for
20 identification.

21 (The document described was
22 marked as Applicant's Exhibit
23 No. E-83 for identification.)

24 BY MR. RADER:

25 Q Have you ever seen the Montgomery County plan

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1 by that I mean radiological emergency plan, related to the
2 Limerick Generating Station?

3 A I'm not certain I have.

4 Q I want to refer you to Annex I of that plan, sir,
5 page ---

6 A May I look at some information I have? I'm
7 not certain what you are talking about.

8 Q I'm going to show you, sir.

9 A So really doesn't make any difference.

10 Q I'm referring the witness to page I-2-9 of
11 that plan.

12 A Then I have seen it.

13 Q Sir, have you previously seen that portion of the
14 plan?

15 A Yes, I have.

16 Q Did you have an opportunity to compare that
17 portion of the plan with the information provided by Mr.
18 Matson in response to the bus transportation provider
19 survey form request?

20 A Yes.

End 2

T3MM/mm

1 Q And does that portion of the plan, Annex I, page
2 I-2-9, correctly reflect the information in the Bus
3 Transportation Providers survey form?

4 A I believe it does.

5 JUDGE HOYT: Mr. Rader, I would like to ascertain
6 if we are talking about Draft 7, since we have had these
7 problems in the various drafts in the past.

8 MR. RADER: Very well.

9 BY MR. RADER:

10 Q What is the draft number on the copy of the docu-
11 ment that you brought with you today, sir? It is on the
12 individual page, sir. If you will just look at the individual
13 page.

14 A The same page we were just looking at?

15 Q That's correct. If you will just look at the side
16 of that page.

17 A It is 7, Draft 7.

18 Q And is that the draft about which you testified?

19 A Yes.

20 Q Do you know whether Mr. Matson provided Mr. Bigelow
21 with information during a conference or by any other form of
22 correspondence which was provided in this Annex I?

23 A I am aware of the fact that they had conferences.
24 I am not aware of what other information might have been --
25 at least I can't recall what other kinds of information might

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have been conveyed.

2 Q Do you know whether Mr. Bigelow requested the
3 information be updated?

4 A I'm not aware of that. He may have.

5 (Counsel showing document to Parties.)

6 Q Dr.Pugh, I show you a letter dated September 12,
7 1984 from Mr. Matson to Mr. Bigelow, and ask you whether you
8 have ever seen that letter?

9 (Document handed to witness.)

10 A Yes, I have seen it.

11 Q Is that a letter which provides updated information
12 requested by Mr. Bigelow on the transportation assets within
13 your school district that could be provided in an emergency?

14 A Yes.

15 MR. RADER: I would ask that the letter identified
16 by the witness be marked as Applicant's Exhibit E-84.

17 JUDGE HOYT: Very well, the document as described
18 by counsel will be marked as Exhibit for Applicant E-84
19 for identification.

20 (The document referred to was
21 marked Applicant's Exhibit
22 No. E-84 for identification.)

23 MS. ZITZER: LEA would like to inquire whether
24 there are other copies of that?

25 JUDGE HOYT: Yes, the Board is anxious to know

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1 that, too, Mr. Rader.

2 MR. RADER: Again, I am in the position of
3 receiving copies of this only today, in response to
4 materials from this witness.

5 At an appropriate place I will instruct one of our
6 people to provide copies to the Board and Parties.

7 JUDGE HOYT: Very well. Would you provide the
8 one copy, though, to Ms. Zitzer and the other counsel in
9 her redirect and in her cross?

10 MR. RADER: Yes, I will make this copy available
11 to counsel for their examination.

12 JUDGE HOYT: Very well.

13 Ms. Zitzer, does that alleviate your concerns?

14 MS. ZTIZER: Yes, thank you.

15 JUDGE HOYT: Very well.

16 BY MR. RADER:

17 Q To the best of your knowledge and understanding,
18 is the information contained in that letter true and
19 correct?

20 A I assume it is.

21 Q Did you discuss it with Mr. Matson?

22 A I don't recall discussing this particular letter
23 with him, no.

24 Q Did Mr. Matson advise you that he was going to
25 send such a letter?

mms4

1 A Yes.

2 Q And did you find it necessary to review the
3 matters contained therein to satisfy yourself that the letter
4 is accurate?

5 A No, I just assumed it was.

6 Q Sir, you previously testified that although you
7 did not sign the formal letter of agreement that was submitted
8 for the School Board's consideration, that at the School
9 Board's direction you did send a response to Mr. Bigelow.

10 Is that correct?

11 (Counsel showing document to Parties.)

12 Q I show you a letter dated April 30, 1984 from
13 you to Mr. Bigelow, and ask you if you can identify that
14 letter.

15 (Document handed to witness.)

16 A Yes, I can.

17 Q And what letter is that, sir?

18 A That is the letter that you just mentioned, the
19 letter that I sent at the direction of the Board of School
20 Directors to Mr. Bigelow.

21 MR. RADER: I ask that the letter identified
22 by the witness be marked as Applicant's Exhibit E-85 for
23 identification.

24 JUDGE HOYT: Very well, that will be so marked,
25 Applicant's Exhibit E-85 for identification.

mm5

(The document referred to was
marked Applicant's Exhibit
No. E-85 for identification.)

MR. RADER:

Q Dr. Bigelow, is it correct that the letter states
that the School Directors took action and indicated its
willingness to cooperate with the Montgomery County Office
of Emergency Preparedness in the event of a manmade or natural
disaster?

A Yes.

Q Does that reflect the attitude of the School Board
at the time it considered the formal letter of agreement?

A Yes.

Q Does the letter also reflect the School Board's
agreement to provide school buses and drivers to the degree
possible for use during an emergency?

A That's correct.

Q Does that emergency distinguish between emergencies
at Limerick or any other kind of emergency?

A No.

Q The statement in the third paragraph that the
Bus Transportation Providers survey has been reviewed and
appropriate corrections made, does that refer to the
previously reviewed document which I show you, as Applicant's
Exhibit E-83?

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(Document handed to witness.)

A I believe it does.

Q In other words, Dr. Pugh, the Board of Education, at the time it directed you to write this letter and consider this matter, had before it the transportation survey marked as Applicant's Exhibit E-83, and in fact authorized you to state in your letter that that survey as amended, represented the commitment of that School Board.

Isn't that correct, sir?

A No, it isn't correct.

The Board did not have in front of it the Bus Transportation Providers survey. I added that to the letter that I wrote to Mr. Bigelow. I had that letter in front of me, and Mr. Matson completed it and we forwarded it.

Q What was your understanding from the School Board meeting as to the scope of your authority in writing this letter?

Was it to include the transportation survey form information?

A No.

Q The School Board did not authorize you to do that?

A No, they did not.

Q Did you feel that was within the scope of your authority in writing the letter.

A Yes, as the Chief Executive Officer.

mm7

1 Q So you believe it was implicit within the scope of
2 your authority?

3 A Yes.

4 Q Was it the understanding of the School Board from
5 the discussion which you had, that bus drivers would have to
6 be ordered by the School Board in the event of an emergency
7 at Limerick, to provide the vehicles requested, or that they
8 would participate as volunteers?

9 A I am not certain that that was a consideration, or
10 any consideration was given to that as a very direct kind of
11 issue.

12 Q What is your understanding, sir?

13 A I'm not certain.

14 Q To the best of your knowledge, is the Board aware
15 of the contents -- subsequent to the meeting, has the Board
16 become aware of the contents of the commitment made by your
17 letter reflecting the bus transportation survey information,
18 or the information contained in Annex I of the Montgomery
19 County Plan?

20 A I don't believe that they are aware of the plan,
21 that Draft 7, that you asked me about previously.

22 Q Are they aware of the number of buses and drivers
23 that are reflected in that plan, which are committed under
24 your survey form?

25 A I'm not certain whether they are or not, the

mm8 1 actual number.

2 Q Have they inquired about it?

3 A No, not formally.

4 Q Do you know whether they have inquired about it
5 in, formally?

6 A I don't recall.

7 Q Are you aware of any emergency in which bus drivers
8 within your school district have failed to report to duty and
9 perform their assignments?

10 A Would you repeat that question again?

11 Q Are you aware of an instance in which during an
12 emergency situation, bus drivers within your school district
13 have declined to report to duty to perform their assignments?

14 A During the seven years that I have been Superinten-
15 dent, I can't recall any emergency that we have had that I
16 could answer that question correctly.

17 Q Have you ever had early dismissals for inclement
18 weather?

19 A Yes.

20 Q Have bus drivers failed to report --

21 A Well, they have been there, they have been on duty.
22 We have not had to call them in.

23 Q I see. These are your own employees?

24 A Yes.

25 Q And they are full-time employees?

mm9

1 A Some of them are and some of them are not.

2 Q And the ones who are part time would have had to
3 have been reached -- I assume they'd been reached at their
4 home or their job, other job?

5 A The only time that we have ever had an emergency
6 dismissal, was at a time when those drivers were at work, at
7 least to the best of my recollection.

8 Q How many drivers are in your school district, sir?

9 A We have 80.

10 Q 80 drivers?

11 And your Annex I and your survey form commits you
12 to provide 17 buses and drivers, is that correct?

13 A Yes.

14 Q Do you know whether your drivers live within the
15 Limerick EPZ?

16 A No, I don't know that. Some do.

17 Q Do you know whether the majority do not?

18 A No, I don't.

19 Q How far is your school district --

20 A I'm not sure what the Limerick EPZ is?

21 Q Perhaps I should have asked you that first.

22 Are you aware that the Limerick EPZ is an area
23 defined by approximately a 10-mile radius from the plant?

24 A I read about that.

25 Q Where is your school district in relation to that,

mm10

1 do you know?

2 A We are further than 10 miles.

3 Q How close is the innermost boundary of the school --

4 A I really don't know.

5 Q Do you know how many of your school drivers are
6 married?

7 A No.

8 Q Do you know how many have children?

9 A I don't know. We have that on the record, but I
10 don't know.

11 Q Do you know how many have children?

12 A No, I don't have any personal knowledge of that.

13 Q Has any school driver told you that he or she would
14 not perform if called upon, if these buses were requested by
15 Montgomery County for a Limerick emergency?

16 A No, we have not discussed it with the bus drivers.

17 Q Are School Board Directors and are you, yourself,
18 officers of the State or the County?

19 A Of the State.

20 Q Do you have an oath of office?

21 A Yes.

22 Q Does that oath of office swear you to uphold the
23 Constitution of the Commonwealth and its laws?

24 A Yes, it does.

25 Q Does it also require you to serve the public of the

mm11

1 entire Commonwealth, both inside and outside your County?

2 A I believe it does.

3 Q In your opinion, does that Oath of Office require
4 you and the Schoool Board to make available publicly financed
5 facilities of the school district, to assist others outside
6 your school district in the event of an emergency?

7 A Yes, I believe it does.

8 MR. RADER: No further questions.

9 JUDGE HOYT: Very well, the Commonwealth counsel will
10 have 30 minutes.

XXX

11 BY MS. FERKIN:

12 Q Dr. Pugh, good morning, my name is Zori Ferkin.
13 I am with the Governor's Energy Council here in Pennsylvania.

14 I have a few questions for you.

15 Does the Lower Merion School District own its
16 buses?

17 A Yes.

18 Q It owns how many buses?

19 A All 82 -- 80, I'm sorry. Some we own outright,
20 some are on what we call a lease-purchase arrangement.

21 Q Can you describe what you mean by a lease-purchase
22 arrangement?

23 A A buy-back arrangement. We purchase buses each
24 year from a contractor, a certain number of buses from this
25 contractor, and then return them at the end of the year and

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1 buy new ones.

2 Q During the time that you have purchased these
3 buses from that contractor, are the buses under the control of
4 the school district?

5 A Yes.

6 Q So in other words, you do not have to contact
7 that contractor for use of that particular bus?

8 A No.

9 Q You have indicated in your prior testimony that
10 it is Mr. Matson who has been in contact with the Montgomery
11 County Office of Emergency Preparedness regarding use of your
12 buses and drivers, is that correct?

13 A That is correct.

14 Q Have you at any point been in direct contact with
15 the Montgomery County Office --

16 A I have not, not direct contact. Only in writing.

17 Q And by writing, you would be referring to what,
18 for example?

19 A Well, the agreement that was sent to me originally,
20 and then the response from the Board of School Directors in
21 April.

22 Q And you have, over the last several months, discussed
23 with Mr. Matson, Montgomery County's proposed letter of
24 agreement?

25 A Yes, I have.

mm13 1 Q Did Mr. Matson at any point in this time indicate
2 to you that Montgomery County indicated to him that some
3 form of compensation might be available for use of your
4 buses and your drivers?

5 A No.

6 Q Can you estimate how many of your drivers are full
7 time?

8 A Yes, 17 are for all intents and purposes, full time.

9 Q So, out of your 80 drivers, only 17 are full time?

10 A Yes.

11 Q So, 63 of your drivers are part time?

12 A Yes.

13 Q Have you ever been contacted by a representative
14 of Energy Consultants, Inc. regarding provision of your
15 licensed drivers?

16 A I, personally? No, I have not.

17 Q To your knowledge, has Mr. Matson?

18 A I am not certain. I believe that he has.

19 I think Mr. Bigelow and Consultants, did meet
20 with Mr. Matson.

21 Q To your knowledge, did either Mr. Bigelow or a
22 representative of Energy Consultants, mention that training
23 for your bus drivers in their response to a radiological
24 emergency would be available?

25 A Yes, Mr. Matson indicated that to me.

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Q Did Mr. Matson indicate what his response to that offer of training was?

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A Yes. We were not clear as to who was going to pay the drivers during the time that they were going to be trained, and so we haven't taken advantage of that training because that issue has not been resolved.

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1 Q I see. So if the issue of who would pay the
2 drivers during the time of their training was resolved,
3 would your district be willing to have its drivers undergo
4 that training?

5 A Yes, to ask them to undergo that training, yes.

6 Q To the best of your knowledge, would you
7 encourage the drivers to take advantage of that training?

8 A I would personally, yes.

9 Q Are your drivers organized in any kind of union?

10 A Yes.

11 Q Is it part of a larger union or is it confined
12 to the drivers within your school district?

13 A It includes all the employees of the Lower Merion
14 School District under the Lower Merion Education Association.

15 Q Are you familiar with the agreement between the
16 school district and the employee's union?

17 A Yes, I am.

18 Q To the best of your recollection, does that
19 agreement speak at all to the responsibility of employees
20 in an emergency that involves the school district?

21 A No, it does not.

22 Q It is silent then as to their responsibilities
23 in an emergency?

24 A Yes.

25 Q So then that agreement would not, in fact, prevent

mn4-2

1 employees or restrict their response in an emergency?

2 A. No.

3 MS. FERKIN: I have no further questions. Thank
4 you.

5 JUDGE HOYT: Very well. Mr. Hassell from the
6 Nuclear Regulatory Commission staff. You have 30 minutes.

7 MR. HASSELL: I may only have one question or
8 so.

9 JUDGE HOYT: Very well.

10 (Counsel for NRC Staff conferring off the record.)

11 (PAUSE.)

12 BY MR. HASSELL:

13 Q Good morning. At the meeting on April 23, 1984
14 of the Lower Merion Board of School Directors, during the
15 discussion of the letter of agreement was there any concern
16 about whether their authorization to execute that agreement
17 would be seen as approval or disapproval of the Limerick
18 project?

19 A. (No response.)

20 Q To your knowledge, if you know.

21 A. Again, I cannot speak for nine people and what
22 their thoughts might be but that was not expressed orally
23 by anyone that night.

24 MR. HASSELL: If I may have just about 30 seconds?

25 JUDGE HOYT: Certainly.

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1 (PAUSE.)

2 MR. HASSELL: No further questions.

3 JUDGE HOYT: Very well. LEA will have 30 minutes
4 for redirect.

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REDIRECT EXAMINATION

5
6 Q Dr. Pugh, I believe you stated that your school
7 employees were members of the Lower Merion Education
8 Association, is that correct?

9 A Yes.

10 Q I believe you testified that they were part of
11 a union?

12 A They are part of the Lower Merion Education
13 Association which is the union which includes all employees
14 in the Lower Merion School District.

15 Q You were asked some questions about the agreement
16 between your school district and the employees union.
17 Specifically referring to the drivers, do you believe that
18 the terms of their agreement would compel them to drive
19 buses in the event of a radiological emergency at Limerick?

20 A No.

21 MR. RADER: Objection, calls for a legal conclusion.
22 The witness is being asked to interpret the collective
23 bargaining agreement of bus drivers.

24 MS. ZITZER: He was asked by Ms. Ferkin if that
25 agreement would prevent any obstacles from their driving in

mn4-4

1 the event of an emergency and he was permitted to answer that
2 question. I am simply trying to ascertain based on the
3 knowledge which he has exhibited about that agreement
4 previously whether or not he has an opinion as to how
5 the provisions of the contract would apply in the event of
6 a radiological emergency at Limerick to the best of his
7 knowledge.

8 JUDGE HOYT: Subject to the witness having
9 that knowledge, your objection is overruled, Mr. Rader.

10 BY MS. ZITZER: (Resuming)

11 Q Did you answer the question? I believe you did.
12 Would you like me to rephrase it?

13 A Yes, please.

14 Q To the extent that you are aware of the terms of
15 the agreement between the employees, the union and the school
16 district, do you believe that the bus drivers according to
17 the terms of that agreement would be compelled to drive
18 school buses in the event of a radiological emergency at
19 Limerick?

20 A No, they would not.

21 MS. ZITZER: No further questions.

22 JUDGE HOYT: Very well. Dr. Cole, do you have
23 any questions?

24 JUDGE COLE: I would like to see the letters.

25 JUDGE HOYT: Would you pass to the Bench those

mn4-5

1 exhibits, Ms. Mulligan?

2 (Above-referenced documents tendered to the Board
3 by representative from LEA.)

4 JUDGE COLE: I have no questions.

5 JUDGE HOYT: Dr. Harbour.

6 JUDGE HARBOUR: I have just a couple of questions,
7 Dr. Pugh.

8 BOARD EXAMINATION

9 BY JUDGE HARBOUR:

10 Q Are the buses of the Lower Merion School District
11 garaged at some central location during the normal school
12 day?

13 A Yes, they are.

14 Q Are there some of those that during the normal
15 school day that would not be garaged but would be in route
16 to one function or another for the school?

17 A All day long, yes.

18 Q So where is the place where the buses would normally
19 be garaged for those that are not in route?

20 A The transportation department and the compound
21 facilities for the buses are to the rear of Lower Merion
22 High School which is on Montgomery Avenue and Ardmore.

23 Q I didn't quite understand your response.

24 A I am not sure I heard your question correctly then.

25 Q No, a previous question I am talking about,

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mn4-6

1 about how many of the buses might be garaged there normally
2 during the day and how many might be in route to some function?

3 A If you can generalize, buses roll at 7:00 in the
4 morning and many of the buses are on the road until 6:00 in
5 the evening after sports activities. During that period
6 from seven in the morning until six in the evening at a
7 given point in time they would all be on the road and the
8 most that would be there to be knowledge maybe a dozen
9 at one time.

10 Q Do you have two-way radio communications with
11 your buses?

12 A No, we do not.

13 Q Do you have any kind of arrangement for contacting
14 these bus drivers who are on the road? Do they call in?

15 A No, I do not. You understand they are coming
16 and going all day from seven in the morning until six in
17 the evening.

18 Q If they are coming and going, does that mean
19 that they normally stop off at the garage area in Ardmore?

20 A Yes, they do. So it is clear, a very large number
21 come into the compound at 9:30, that is the end of their
22 first run in the morning and would then remain there until
23 approximately two in the afternoon. So between 9:30 in
24 the morning and 2:00 in the afternoon, a majority of the
25 buses would be there. That is when the part-time drivers are

mn4-7

1 then free.

2 JUDGE HARBOUR: Thank you very much, sir.

3 JUDGE HOYT: I have no questions. Thank you,
4 Dr. Pugh, for your testimony.

5 MR. RADER: If I may, Judge Harbour's inquiry
6 suggested to me two very important questions which I would
7 like to ask the witness about.

8 JUDGE HOYT: Very well, two.

9 MR. ZITZER: I object.

10 JUDGE HOYT: I am going to give you an opportunity
11 to explore the same areas if it raises any concerns for you.
12 If the Board does have some questions that raise concerns,
13 always it has been the intention that you would be provided
14 opportunity and any other counsel.

15 Very well, Mr. Rader. Your two questions and
16 then if you wish to, Ms. Zitzer, you may have a response.

17 MS. ZITZER: Thank you.

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18 RECROSS-EXAMINATION

19 BY MR. RADER:

20 Q Dr. Pugh, you were asked questions by Dr. Harbour
21 relating to the number of buses that would be available at
22 any given time. Could you tell us the longest and perhaps
23 also the average length of the bus runs for your school
24 district at any given time?

25 A It is difficult to answer that. I am not certain

1 of what you are looking for. The buses leave in the morning
2 at approximately seven o'clock and the first one is for the
3 high school. They do not report back to the transportation
4 department. They then move to the middle school and make
5 a run for middle school youngsters and after they finish
6 that, they make a run for elementary school youngsters.
7 So they begin at seven and are returned to the bus garage
8 at approximately 9:30.

9 Q As I understand what you were saying --

10 A So they make three runs within that period of
11 time.

12 Q But as I understand what you were saying at
13 each intermediate point the bus can be contacted?

14 A Not necessarily.

15 Q I see. Second, do you know whether your school
16 district would be willing to delay the start up of school in
17 your district or delay the dismissal of schools in your
18 district if buses were necessary to evacuate school children
19 from other school district?

20 A I would imagine we would.

21 MR. RADER: Thank you. No further questions.

22 JUDGE HOYT: That was three, Mr. Rader.

23 Ms. Zitzer, you may have any questions along those same
24 lines.

25 MS. ZITZER: Thank you, Your Honor.

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FURTHER REDIRECT EXAMINATION

BY MS. ZITZER:

Q In response to the question just asked you, if that emergency were a radiological emergency at Limerick, would your same answer apply?

A I am sorry. I didn't hear the first part of your question.

Q All right. I will rephrase it. In the event of a radiological emergency at Limerick, have you given any consideration whether you would be willing to delay the opening of school or the dismissal of school students in the event that your buses and drivers were called upon to assist in the evacuation?

A To make it clear, we haven't given direct thought to that question. I thought the question here was would I personally recommend that and I would.

Q That would also hold true in the event of a radiological emergency at Limerick?

A Yes.

MS. ZITZER: No further questions.

JUDGE HOYT: Very well. Any questions from the Commonwealth or the NRC Staff?

MS. FERKIN: The Commonwealth has no questions.

MR. HASSELL: No questions.

JUDGE HOYT: Very well. Again, Dr. Pugh, thank you

mn4-10

1 for your participation and your attendance here at these
2 hearings. You are excused, sir.

3 (Witness excused.)

4 JUDGE HOYT: Mr. Rader, the Board will return to
5 you these exhibits. Do you have your next witness?

6 MS. ZITZER: At this time LEA would call
7 Mr. Donald Morabito.

8 JUDGE HOYT: Mr. Morabito.
9 Whereupon,

10 DONALD F. MORABITO,
11 was called as a witness by Limerick Ecology Action, and having
12 been first duly sworn, was examined and testified as follows:

13 MR. RADER: Your Honor, this is a witness for
14 which the Applicant has a motion to strike a portion of the
15 written testimony beginning at page one but more
16 importantly relating to the second argument on page two
17 of our motion to strike dated November 8, 1984.

18 JUDGE HOYT: I think we have pretty much disposed
19 of the first paragraph.

20 MR. RADER: Exactly.

21 JUDGE HOYT: I think the heart of it is in your
22 second one.

23 MR. RADER: That is correct.

24 JUDGE HOYT: Mr. Zitzer, do you wish to respond
25 to that motion?

1 MS. ZITZER: Yes. The purpose for which LEA is
2 presenting Mr. Morabito as a witness is to specifically
3 address the concerns that are raised in his testimony
4 regarding the collective bargaining agreements particularly
5 with relation to the school districts at Owen J. Roberts
6 and at the Phoenixville School District which are both
7 located within the Emergency Planning Zone in Chester County.

8 There has been considerable testimony already
9 on this record by Dr. Roy Claypool, by Dr. Murray of the
10 Phoenixville School District, by Mr. Bollinger of the Owen
11 J. Roberts Teachers Association specifically regarding a
12 letter very similar to the testimony presented here by
13 Mr. Morabito.

14 There has been considerable concern about
15 the actual terms of the employment contracts of the school
16 district employees, the school staff in particular and
17 how those employment contracts would affect the involvement
18 of teachers in the event that they were called upon in the
19 event of a radiological emergency at Limerick.

20 In Mr. Morabito's testimony he is providing the
21 basis for his opinion as described in the testimony based on
22 his conversations with Mr. Newman. He is relying upon
23 Mr. Newman's advice regarding the interpretation of the
24 contracts but he has direct knowledge himself of those
25 contracts. He has had 17 years, I believe, of training and

mn4-12

1 involvement in contract negotiations and I believe upon
2 cross-examination the other parties will have an ample
3 opportunity to establish the direct knowledge of this witness
4 as described in his testimony.

5 The fact that he states Mr. Newman's opinion,
6 I believe, indicates that he is adopting this as the
7 opinion and position of PSEA and by himself as the regional
8 field director of PSEA and I believe that he is competent
9 to testify to these matters because of his involvement
10 in the collective bargaining agreements for the school
11 districts which I have mentioned.

12 We think it is very important to the Board to have
13 the full testimony of Mr. Morabito in the record and that
14 the parties have an opportunity to conduct cross-examination
15 on the specific knowledge that he has regarding the terms of
16 the collective agreements as described in his testimony.

17 There was discussion particularly by Mr. Bollinger
18 and Dr. Claypool at the Owen J. Roberts School District that
19 certain provisions of the contract would have a significant
20 impact on teachers' involvement in the event of a radiological
21 emergency and we believe the record would be deficient without
22 the full testimony of Mr. Morabito and he is available for
23 cross-examination to the parties to determine the extent of
24 his personal knowledge.

25 JUDGE HOYT: Ms. Zitzer, do you have any response

1 to the argument of the Applicant that the Commission precedent
2 at 5 NRC 92, a decision of the Commission in 1977 that
3 a statement by an unknown expert to a non-expert witness
4 which such witness proffers as substantive evidence is
5 unreliable and therefore inadmissible?

6 MS. ZITZER: Your Honor, the response that I would
7 offer to that is that the witness, Mr. Morabito, because
8 of his involvement in the contract negotiations and because
9 of his direct knowledge of Mr. Newman's concerns is offered
10 as an expert to the degree to which he has knowledge of those
11 terms of the contract and that is the purpose for which he
12 is being offered for cross-examination by the other parties.

13 We believe that he has direct knowledge of
14 particularly the terms of the contract which he described
15 in his testimony.

16 JUDGE HOYT: I don't think that goes to the
17 heart of the objection, Ms. Zitzer. As I understand what
18 counsel is objecting to is the report in the fourth paragraph
19 of Mr. Morabito's testimony where Mr. Anthony Newman, PSEA's
20 general counsel, "... has advised" and so forth through that
21 paragraph to the end, "... Public Employees Relation Act."
22 It is that opinion of Mr. Newman that counsel is objecting to.

23 It is not what Mr. Morabito knows about it. It
24 is what this person has told to Mr. Morabito.

25 MS. ZITZER: But Mr. Morabito is adopting this as

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1 his opinion and has direct knowledge of the same information.

2 JUDGE HOYT: Ms. Ferkin, do you want to enter any
3 argument on this motion?

4 MS. FERKIN: No. The testimony as it is framed
5 now refers solely to Mr. Newman's opinion and as such, we
6 would support the Applicant's motion.

7 JUDGE HOYT: All right, Mr. Hassell.

8 MR. HASSELL: May I have just 30 seconds?

9 JUDGE HOYT: Sure.

10 (PAUSE.)

11 JUDGE HOYT: You don't have by any chance that
12 5 NRC 92 decision, do you, the Tennessee Valley Authority?

13 MR. RADER: I am afraid I don't, Your Honor.

14 MR. HASSELL: I do.

15 JUDGE HOYT: Do you have it?

16 MR. HASSELL: Yes, I do.

17 JUDGE HOYT: I would appreciate it if you would
18 frame your argument within that.

19 (PAUSE.)

20 MR. HASSELL: First I would like to begin by saying
21 that I think one of the initial concerns of staff is that
22 Mr. Newman's opinion seems to constitute a fairly large
23 portion of Mr. Morabito's proffered testimony and without
24 Mr. Newman here to cross-examine, I see at least a fundamental
25 problem there.

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1 With respect to the precedent that is cited,
2 I think there is one material distinction. As I read
3 ALAB-367, 5 NRC 92 at 121, I believe the Board in that
4 case was dealing with a situation where the expert was
5 anonymous.

6 JUDGE HOYT: Was what?

7 MR. HASSELL: Was an anonymous expert.

8 JUDGE HOYT: What is the difference between an
9 anonymous expert and a non-anonymous expert have to do with
10 it, Mr. Hassell?

11 MR. HASSELL: I am just pointing out that
12 distinction. I am not arguing that it is material. The
13 Board doesn't have in front of it and I will provide it the
14 case but in any event, I think in this case the staff is
15 more fundamentally concerned with the Applicant and other
16 parties rights to really examine the basis of Mr. Newman's
17 opinion and it is unable to do so and on those grounds the
18 staff would agree. I could pick out portions but I think it
19 is the Applicant's duty to identify the specific portions
20 but it is clear --

21 JUDGE HOYT: The portions that I have identified,
22 Mr. Hassell, and I have heard no objection from counsel for
23 applicant is in the fourth full paragraph reading,
24 "Mr. Anthony Newman, PSEA's General Counsel..." and through
25 the paragraph ending with the phrase, "... Public Employees
Relations Act."

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1 MR. HASSELL: Yes, but let me go on. The Staff
2 would agree with respect to the fourth paragraph beginning
3 with the second sentence, that that should be struck.

4 With respect to the next paragraph, I see that
5 also as far as Mr. Newman's opinion, that that should
6 be struck.

7 Turning to page 2, the first full paragraph
8 on that page, beginning with, "Thirdly," that also appears
9 to be Mr. Newman's opinion. To the extent the motion covers
10 that, I would agree that that should be struck, and I believe
11 it may appear that the next paragraph beginning with the
12 word "Finally" and ending with "emergency" may also be a
13 part of Mr. Newman's opinion.

14 In any event, I think the first three references
15 the Staff would agree should be struck.

16 MR. RADER: Mr. Hassell has correctly stated the
17 intent of the motion except we intended to include the last
18 paragraph which he mentioned as within the motion because it
19 does express the position of Mr. Newman.

20 JUDGE HOYT: And the last paragraph being which
21 one?

22 MR. RADER: Beginning on page 2, the second full
23 paragraph beginning with "Finally, Mr. Newman makes the
24 point --."

25 JUDGE HOYT: Very well.

kw2 1 MR. RADER: If the Board believes it is necessary
2 I will respond to the argument of Ms. Zitzer.

3 JUDGE HOYT: We'll take your argument, Mr.
4 Rader, briefly, if you will.

5 MR. RADER: Very briefly, Messers Bollinger and
6 Claypool testified as to the concerns of the teachers related
7 to their obligation under the contract. They did not offer
8 a legal interpretation of the contract. This is the
9 clearest kind of inadmissible hearsay. We have a lay
10 witness testifying as to legal knowledge of a legal expert.
11 That's clearly impermissible under the rules. I don't
12 have Mr. Newman here to cross-examine him as to his
13 interpretation of the various statutes.

14 JUDGE HOYT: Very well, the Board will ---

15 MS. ZITZER: Your Honor ---

16 JUDGE HOYT: Yes, if you want to enter any
17 additional arguments.

18 MS. ZITZER: No information on the record to
19 determine Mr. Rader's characterization of Mr. Morabito
20 as a lay witness. He has had ---

21 JUDGE HOYT: I think, Ms. Zitzer, what he is
22 talking about is Mr. Morabito does not come to us as a legal
23 witness.

24 MS. ZITZER: He has been directly involved in
25 these contract negotiations, Your Honor.

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1 JUDGE HOYT: Ms. Zitzer, his position is somewhat
2 the same as you have here. You are participating in these
3 proceedings as a lay representative of your organization.
4 Mr. Rader and Mr. Hassell and Ms. Ferkin are Counsel and
5 members of the Bar, and it is within that context that the
6 word "lay witness" is being used here.

7 MS. ZITZER: Your Honor, I believe the portions
8 of the testimony which have been proposed to be stricken
9 are the sections where Mr. Morabito based on his discussions
10 with Mr. Newman has adopted Mr. Newman's position, and he
11 is being presented for cross-examination for the parties to
12 have an ample opportunity to determine the degree to which
13 this witness has particular knowledge regarding those
14 provisions which are extremely important to be part of this
15 record because of the previous testimony regarding the
16 uncertainty of the involvement of teachers in the event
17 of a radiological emergency at Limerick, and we believe it
18 is very important to this record that this matter be fully
19 explored and that the parties have an opportunity to explore
20 the basis for the concern that has been presented.

21 LEA is left with no alternative if this portion
22 of Mr. Morabito's testimony is struck to somehow obtain
23 either a deposition or to attempt to enter into a stipulation
24 with regard to direct testimony from Mr. Newman, and is
25 not interested in belaboring this matter on the record any

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1 more than is necessary, but LEA will be left with an alterna-
2 tive and if that's the action that the Board takes, that's
3 the procedure that LEA will have to follow, and I think that
4 that can be avoided if the witness is permitted to testify
5 and the parties can have the opportunity to determine the
6 extent to which this witness has direct knowledge of this
7 information and the basis for his adopting Mr. Newman's
8 opinion as to the position of PSEA.

9 JUDGE HOYT: Anything further?

10 MS. BITZER: No.

11 JUDGE HOYT: Very well. Subject to you checking
12 me through with this, Mr. Rader, so that I will be sure to
13 have the portions correctly identified in this record, the
14 Board will strike the following: In the fourth full paragraph
15 on page 1 of the testimony of Mr. Morabito, beginning with
16 the second full sentence of the paragraph, "Mr. Anthony
17 Newman, PSEA's general counsel," throughout that paragraph
18 to the end, "Public Employee Relations Act" will be struck.

19 Next paragraph, paragraph 5 on page 1, beginning
20 with the phrase, "Mr. Newman also sees a clear conflict,"
21 and ending with the term "in the evacuation plans," that
22 portion will be stricken.

23 Beginning on page 2, first paragraph on that page,
24 and the phrase "Thirdly, Mr. Newman is of the opinion," and
25 through the entire paragraph ending with the phrase "rests

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1 solely with the parents," that paragraph in its entirety
2 will be struck.

3 Next paragraph on page 2 with the phrase,
4 "Finally, Mr. Newman makes the point," and ending with the
5 phrase, "in the event of a nuclear emergency," that paragraph
6 will be struck.

7 Is that -- have I correctly identified the
8 portions of the motion?

9 MR. RADER: Yes, you have, Your Honor.

10 JUDGE HOYT: Very well.

11 All right, I believe we haven't yet determined,
12 Ms. Zitzer, whether there are any corrections, revisions or
13 deletions.

14 MS. ZITZER: That's correct.

15 JUDGE HOYT: Mr. Morabito, you had submitted
16 on November 1, 1984, a statement addressed to me, and it is
17 a two-page -- let me phrase that better -- three pages of
18 testimony, and attached one page of that three is attachment
19 of NEA regulations, 1984 -- by the way, that's resolutions,
20 1984, and it is identified as apparently 197. Do you have
21 that statement in front of you, sir?

22 THE WITNESS: Yes.

23 JUDGE HOYT: Are there any corrections to those
24 portions of the statement that you have?

25 THE WITNESS: No.

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1 JUDGE HOYT: Very well. Any revisions?

2 THE WITNESS: No.

3 JUDGE HOYT: Any deletions you wish to make?

4 THE WITNESS: No.

5 JUDGE HOUT: May the witness be passed for

6 cross?

7 MS. ZITZER: Yes.

8 JUDGE HOYT: Mr. Rader, you have 30 minutes.

9 MR. RADER: The Applicant has no questions of
10 this witness.

11 JUDGE HOYT: Very well, does the Counsel for the
12 Commonwealth have any questions?

13 MS. FERKIN: Might I get a clarification from
14 the Board on one point?

15 JUDGE HOYT: Yes.

16 MS. FERKIN: In admitting the prefled testimony
17 of Donald Morabito ---

18 JUDGE HOYT: We haven't admitted it yet.

19 MS. FERKIN: In the proffer of the prefled
20 testimony, was the attachment from the National Education
21 Association Resolutions 1984, page 197, included in that
22 proffer?

23 JUDGE HOYT: As I understand it; that is correct.

24 MS. FERKIN: Then Commonwealth has no questions.

25 JUDGE HOYT: Mr. Hassell, do you have any

1 questions, sir?

2 MR. HASSELL: Staff has no questions.

3 JUDGE HOYT: Very well. There not being any
4 questions by any parties, Ms. Zitzer, there will be no
5 redirect; however, I wish to determine from Mr. Morabito,
6 is this your signature on page 2 of the statement, sir?

7 THE WITNESS: Yes. November 1, 1984?

8 JUDGE HOYT: Yes.

9 THE WITNESS: Yes.

10 JUDGE HOYT: Do you adopt this statement as your
11 testimony before this Board?

12 THE WITNESS: Yes.

13 Madam Chairperson, may I make two brief statements?

14 JUDGE HOYT: No, sir. Thank you. However, I
15 don't wish to cut this witness off that abruptly, Ms. Zitzer.
16 Perhaps if we take a very brief recess, you may wish to
17 interview your witness again and determine what it is he
18 wishes to testify, and perhaps we can just take a very
19 brief limited appearance from him on those matters when we
20 return.

21 MS. ZITZER: Thank you.

22 JUDGE HOYT: Very well. Mr. Morabito, don't
23 leave us. We will recess.

24 (Recess.)

25 JUDGE HOYT: All parties previously present at this

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kw8 1 hearing are again present in the hearing room.

2 Mr. Morabito has taken his place on the
3 witness stand.

4 At this time, Mr. Morabito, we would like to
5 take your limited appearance statement. You understand, sir,
6 that although you have been sworn, this is not necessarily
7 a sworn statement. You may make it so if you wish; however,
8 the statement that you will give us now is not evidence before
9 this Board. It is, however, the opportunity for a member
10 of the public to address their concerns to the various
11 contentions before the Board. I think you understand that
12 those are ---

13 THE WITNESS: I do.

14 JUDGE HOYT: Thank you, sir.

15 THE WITNESS: Thank you.

16 If I may begin, I wish to point out to the Board
17 that my involvement with this particular matter as regional
18 field director for the PSEA, the teachers' union, in the
19 southeastern part of the state, particularized itself to my
20 role as chief negotiator for the Owen J. Roberts Teachers
21 Association, our local association there known as the
22 Roberts Teachers Association, I believe you heard from our
23 president, Mr. Bollinger, yesterday, and as chief negotiator
24 for the Phoenixville Area Education Association, both those
25 contracts that are in place now were bargained by me as the

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1 local association's spokesperson at the bargaining table.

2 Secondly, I apologize to all of you for very
3 apparently creating some confusion with my November 1st
4 letter. The fact of the matter is, we first in our office
5 in West Chester became involved with this whole question
6 of bargaining agreements and their impact on our bargaining
7 unit members role in case of a nuclear emergency sometime
8 in 1983 or in the 1983-84 school year, or excuse me, perhaps
9 in the 1982-83 school year when the Owen J. Roberts School
10 District had some sort of citizens task force and submitted
11 a questionnaire to our members in that district, and the
12 local -- our local president there at the time was Marie
13 Robinson, who contacted us and asked for our advice regarding
14 the role of teachers in this kind of situation. This is a
15 long way of saying for over a year now, almost two years,
16 we have been advising our members in Owen J. Roberts and in
17 Phoenixville to say in the interests of time with respect
18 to their role that school districts must bargain those
19 matters with them, and in those two particular school
20 districts, Phoenixville and Owen J. Roberts, no collective
21 bargaining has taken place.

22 I alluded to the confusion caused by my letter
23 in this respect; a couple months ago we were asked to make
24 a public statement. I am regional field director for the
25 southeastern part of the state. I do not represent the entire

kw10 1 state, nor would I want to, but I was uncomfortable with
2 saying this is PSEA's position without checking with Mr.
3 Newman or general counsel, so my phrasing in the letter
4 was unfortunate. Those are my opinions based on my
5 experience, and Mr. Newman, I was just checking PSEA's
6 position with him.

7 Anyway, to focus in on those two school
8 districts, our concern in Phoenixville is twofold. One,
9 the contract in Phoenixville clearly says that our members
10 there, teachers and other bargaining unit members, shall
11 not be required to work under unsafe or hazardous conditions
12 or to perform tasks which endanger their health, safety or
13 wellbeing.

14 It also stipulates clearly the hours of work
15 for members of the bargaining unit. It says seven and a
16 half hours. I believe it stipulates times in various
17 locations. That is all, and in our view, controlling, as
18 what happens to our bargaining unit members who work for the
19 Phoenixville area schools.

20 We would contend anything beyond that that happens
21 there in connection with plans such as the ones you are
22 considering with respect to where they impact on wages, hours,
23 terms and conditions of employment -- I'm borrowing a phrase
24 from Act 195, the Pennsylvania law that controls collective
25 bargaining in the schools -- requires this to be bargained,

1 in this case with the Phoenixville Area Teachers Association.

2 Our concern with regard to Owen J. Roberts
3 is while the contract does not say anything about unsafe
4 conditions, it does spell out the hours of work similar to
5 the way it is done in Phoenixville, and we would reach the
6 same conclusion with respect to our bargaining members there.
7 That is if a plan of any sort is going to be adopted that
8 might require our members to work beyond the normal school
9 day, the hours stipulated in the agreement, that must be
10 bargained, and to date that has not happened in either
11 school district.

12 Let me point out also that Pennsylvania is
13 different than most other states in the union in that
14 No. 1, we have a bargaining law. If it is not in the
15 record, I have brought several copies that you may want to
16 include in the record.

17 Now 2, that law specifically says in Section 701,
18 Article 7, Section 701, Scope of Bargaining, collective
19 bargaining is the performance of mutual obligation of the
20 public employer and the representative of the public
21 employees to meet at reasonable times and confer in good
22 faith with respect to wages, hours and other terms and
23 conditions of employment or the negotiation of an agreement
24 or any question arising thereunder and the execution of a
25 written contract incorporating any agreement reached, but

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1 such obligation does not compel either party to agree to a
2 proposal or the making of a concession.

3 We very consistently said since the act was
4 passed in the summer of 1970, and the courts and Labor
5 Board of this state have agreed, that with respect to wages,
6 hours, terms and conditions of employment, the employer,
7 in this case the school districts, are required to bargain
8 those matters, and they do and they have.

9 In this case, they have not yet, and our contention
10 is that they must in order for those plans to have any legal
11 standing, and in order for our members to be required to
12 obey them in any regard.

end 5

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1 Secondly, the law says, the same law at 195, Public
2 Employer Relations Act, in Article 12, Unfair Practices,
3 Section 1201(a) subsection (5):

4 "Public employers, their agents or representatives
5 are prohibited from refusing to bargain collectively
6 in good faith with an employee representative, which
7 is the exclusive representative of employees in an
8 appropriate unit, including but not limited to the
9 discussing of grievances with the exclusive
10 representative."

11 We, of course, are that bargaining agent. And once
12 again that has not been done.

13 I know you have already heard testimony about
14 unfair labor practices, et cetera. Our contention simply is
15 that if those plans are put into effect, are said to be in
16 effect without bargaining having taken place, then it is our
17 view that an unfair practice would have been committed. That
18 prior to the implementation of any such plans, wherein it
19 involves the hours of work of our members, that bargaining
20 must take place.

21 Finally, I just want to say that I think the
22 Commission should be aware -- and I assume you are -- that
23 we are talking here, apparently because of the phrasing used
24 in plan terminology, because of the phrasing used by school
25 district superintendents when they survey our members, or

mm2 1 something like that.

2 We are talking also about other kinds of emergencies
3 that may take place. At Owen J. Roberts, the survey talked
4 about chemical spills and other kinds of emergencies that
5 may occur. So, while this is a most serious matter, and of
6 course in my opinion the most serious matter, it also
7 involves other kinds of things, and could severely impact on
8 the conditions of employment of our bargaining unit members
9 and any emergency plan which has impact on the conditions of
10 employment or hours, to borrow from the law's phraseology,
11 just be bargained with our particular local union chapters.

12 And once again, at the risk of repeating myself,
13 that hasn't been done in these districts, despite our
14 contention that it must be done.

15 We would not contend, by the way, that our members
16 weren't informed. But, in Pennsylvania, because of the Public
17 Employer Relations Act, informing is not consulting, and
18 consulting is even certainly not bargaining. When you survey
19 a group of teachers and say things as were said in Owen J.
20 Roberts, like "in the event of a nuclear accident at the
21 Limerick Power Generating Station which requires students
22 sheltering in the schools and/or delayed dismissal, then
23 there is a line to check:

24 One, I will complete emergency assignments as required
25 for student supervision and safety in accordance with the

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1 Emergency Response Plan at the Owen J. Roberts School District.

2 Two -- these are the choices -- I will not
3 complete emergency assignments as required for student
4 supervision and safety.

5 Three, undecided.

6 And then two lines for comments.

7 Quite frankly, what we said to our members was
8 when they asked our advice on this survey -- which was done
9 dated May 11, 1983 in Owen J. Roberts--that is not consulting,
10 it is certainly not bargaining. It is not even "meet and
11 discuss" which the law requires if you don't bargain.
12 And, it is a loaded question.

13 Our teachers contacted us for two reasons:

14 One, our union officials were concerned about the
15 bargaining. The average teacher was concerned about saying
16 no to something like that and saying, I will not complete
17 emergency assignments as required for student supervision and
18 safety.

19 Our members are aware that there is a tenure law
20 in Pennsylvania, which says you can be dismissed for a whole
21 litany of reasons. One of them is insubordination, and
22 that is the law.

23 So their concern is, if I say I won't help out,
24 am I being insubordinate?

25 Of course, our answer was, you are not. But I

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1 would not be comfortable, for example, as the school
2 superintendent, if I contended that we got some surveys back
3 from teachers that said they will help out in an emergency,
4 because of the other kinds of issues that were involved.

5 I had one more point.

6 The final point I want to make --

7 (Witness referring to document.)

8 The final point I want to make, the other point
9 the teachers are calling us about in our office was that, once
10 again, if you are in a working family wherein both families
11 work, teachers are the same as other individuals in that
12 regard, they make babysitting arrangements, daycare arrangements,
13 et cetera. And their natural concern was, does this mean if
14 this plan is implemented, does this mean I am not permitted
15 to leave because the timeframe in all these plans, as I
16 understand them, is open ended? I am not to know when I can
17 go home and find out if my family is safe, or go somewhere to
18 pick up my child? I must stay with a bus or stay in the
19 school building or help transport school students, and not
20 do anything about my own family?

21 Now, we don't raise that concern as just being
22 something we think we ought to throw in there. That is a real
23 concern.

24 In fact, the majority of calls we receive from
25 our members have to do with that concern more than anything

mm5 1 else.

2 Our union officials are worried about the
3 bargaining impact, other teachers are worried about whether
4 or not they had to work beyond the school day, et cetera.

5 But, the majority of our calls was from people
6 who said, I've got a child in a daycare school; or I've got
7 a child to pick up or get from a babysitter; or, I've got a
8 babysitter, what I am I supposed to do if I am ordered
9 because am I not insubordinate if I refuse to help out.

10 JUDGE HOYT: Thank you, Mr. Morabito.

11 Do you have another witness?

12 MS. ZITZER: Yes.

13 JUDGE HOYT: Very well.

14 Your statement will be inserted in the record.

15 (Statement of Donald Morabito follows:)

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PENNSYLVANIA STATE EDUCATION ASSOCIATION

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November 1, 1984

CHAIRPERSON HELEN HOYT
ATOMIC SAFETY AND LICENSING BOARD
USNRC
WASHINGTON D.C. 20555

Dear Ms. Hoyt:

My name is Donald Morabito.

I am the Regional Field Director for the Southeastern Region of PSEA/NEA. The Southeastern Region includes all of the Delaware and Chester Counties.

First of all, let me make it clear that PSEA/NEA is the legally certified bargaining representative for all teachers and other professional bargaining unit employees in the majority of the school districts surrounding the Limerick Generating Station. As the certified bargaining representative, PSEA is bound by the Public Employee Relations Act to represent our members in all matters concerning their "wages, hours, terms and conditions of employment."

The following is in response to questions regarding the position of PSEA on the school district evacuation plans proposed by PECO for the Limerick Generating Station.

After examining several of the proposed evacuation plans (which were almost identical), I contacted our legal division for their opinions on the issue. ~~Mr. Anthony Newman, PSEA's general counsel, has advised us that any unilateral acceptance of these evacuation plans (which clearly impact on teachers' wages, hours and terms and conditions of employment) without bargaining the impact of such plans with the certified bargaining agent is an unfair labor practice in violation of Section 1201, (a) (5) of the Public Employee Relations Act.~~

~~Mr. Newman also sees a clear conflict between the evacuation plans and virtually all of the collective bargaining agreements currently in place in the school districts. Those agreements outline working hours and responsibilities not addressed in the evacuation plans.~~

~~Thirdly, Mr. Newman is of the opinion that the evacuation plans assume an extension of the doctrine of "In Loco Parentis" that is untenable. This doctrine, which provides that teachers operate in place of the parents or legal guardian of a child, extends only to discipline and control, and does not include out of school custody in an emergency or crisis. That responsibility rests solely with the parents.~~

~~Finally, Mr. Newman makes the point that the evacuation plans do not take into account teachers' own family and personal obligations in the event of a nuclear emergency.~~

In addition, the National Education Association, our national affiliate, has adopted a resolution (A-25, 1982) regarding Nuclear Accident Emergency Plans. That resolution states in pertinent part that:

teachers and other school personnel must be involved in the development of emergency plans in case of accidents involving nuclear reactors and/or radioactive materials. All teachers must receive copies of these plans as they would pertain to their schools.

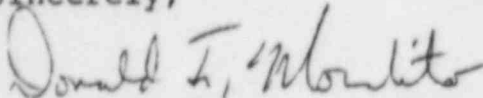
A reading of the proposed plans does not indicate the inclusion of teachers in the development of the evacuation procedures.

NEA's resolution also calls for training for all involved school personnel. As of this date, no teachers have received any actual training in the duties which would be required of them under the evacuation plans.

The Resolutions Committee of the State Association has been alerted to the issue of teacher involvement in Nuclear Accident Emergency Plans and is considering the presentation of a resolution on this issue to this representative assembly.

If there are any further questions on this issue, please do not hesitate to contact us.

Sincerely,



Donald F. Morabito
Regional Field Director, SER

dss

cc. James Helm

NEA Resolutions 1984

Resolutions

and encourages new energy sources and efficient design in the renovation and construction of schools.

The Association encourages locals to support efforts to develop conservation awareness and school building energy audit programs. It also urges the support of programs to investigate current energy efficiency recommendations, research, and public health and safety programs for all educational levels in the schools.

The Association further urges its affiliates to support March 21 as "National Energy Education Day" and to encourage energy education programs in public schools at all grade levels. (77, 81)

A-24. Hazardous Materials

The National Education Association believes that students and staff must be protected from the hazards of dangerous chemicals and other materials, such as asbestos, used in construction and maintenance of educational facilities and in classroom teaching. The Association urges that standards and safeguards be established and programs for the prevention and elimination of health hazards be enacted by the appropriate school governing body after input from the local association. It further urges its affiliates to support state and federal legislation that would set health and safety standards, provide for required inspections to ensure that standards are met, and prescribe penalties for noncompliance by school governing bodies. The Association further believes that school employees should be assisted in the identification, proper storage, and safe disposal of hazardous materials. (78, 84)

A-25. Radiation and Chemical Pollution

The National Education Association urges the establishment and vigorous enforce-

ment of stringent standards and safeguards against radiation and chemical pollution. All such standards must include provisions for strict monitoring in the proximity of school facilities.

The Association supports programs that would educate the public to the dangers and benefits of nuclear power and the problems of nuclear waste disposal.

The Association further urges the development and utilization of new technologies that may provide for the safe transport and disposal of nuclear and chemical wastes.

The Association further believes that the people of a state should make the final determination as to whether or not nuclear waste shall be buried within their state boundaries. (79, 82)

A-26. Nuclear Accident Emergency Plans

The National Education Association believes that teachers and other school personnel must be involved in the development of emergency plans in case of accidents involving nuclear reactors and/or radioactive materials. All school personnel must receive copies of these plans as they would pertain to their schools. The Association urges its affiliates to work for cooperation and planning among neighboring school districts, communities, and states.

Emergency plans must include, but not be limited to, comprehensive alerting and communications systems, predetermined escape routes and alternatives, training for all involved school personnel, and regularly scheduled practice drills. (82, 84)

A-27. Organizations of Other Nations

The National Education Association believes that a strong international community of educators is necessary to promote international understanding and to defend the interests of the teaching profession in all

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1 MS. ZITZER: LEA would like to call Mr. George
2 Starkey on behalf of the North Penn School District.

3 JUDGE HOYT: That is in lieu then of Dr. Frances
4 Rhodes?

5 MS. ZITZER: Yes.

6 JUDGE HOYT: Before I swear this witness, is
7 there going to be any problem with that until you get him
8 on voir dire?

9 MR. RADER: I think it has gotten beyond that form.
10 Let's proceed.

11 MR. HASSELL: I would note we were informed about
12 the substitution.
13 Whereupon,

14 GEORGE STARKEY
15 was called as a witness on behalf of the Intervenor,
16 Limerick Ecology Action, and having been first duly sworn,
17 was examined and testified as follows:

18 DIRECT EXAMINATION

19 BY MS. ZITZER:

20 Q Mr. STarkey, for the record could you state your
21 name, your address and your relationship with the North
22 Penn School District?

23 A Yes, my name is George Starkey, S-t-a-r-k-e-y.
24 My address is 957 Garfield Avenue, Lansdale,
25 Pennsylvania.

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1 Q What is the nature of your relationship with
2 North Penn School District?

3 A I am the Director of Business Affairs for the
4 North Penn School District?

5 Q What are your duties as the Director of Business
6 Affairs as it relates to transportation resources of the
7 school district?

8 A Okay.

9 Essentially I supervise all business affairs
10 which would include the Transportation Department, Maintenance,
11 the Payroll and the like.

12 Q Are you aware of whether or not there has been
13 any contact between the Montgomery County Office of Emergency
14 Preparedness and the North Penn School District regarding any
15 kind of letter of understanding or agreement, or any kind of
16 verbal agreement for the utilization of your transportation
17 resources in the event of a radiological emergency at the
18 Limerick Generating Station?

19 A I am aware of that, yes.

20 Q What information are you aware of?

21 A Okay. I am aware -- I should state for the record
22 that my Transportation Coordinator is relatively new in his
23 position. I should also state that since mid-November he
24 has been on medical leave and will be on medical leave through
25 the end of this year.

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1 Having read about the controversy that developed
2 regarding the transportation system, the transportation plan,
3 I discovered within the last few weeks that the Transportation
4 Coordinator who is a Mr. Andrew Forsyth, met last March with
5 Mr. Cunningham and with Mr. Bigelow, at which time I believe
6 he was presented with a survey form.

7 I have discovered in Mr. Forsyth's file that
8 there was a letter, a followup letter from Mr. Bigelow dated
9 April 22, wherein Mr. Bigelow acknowledged their meeting in
10 March and acknowledged the receipt of information, the
11 survey information regarding the bus fleet, the fuel storage
12 and other particulars regarding transportation.

13 I am also aware of the fact that there was a letter
14 sent to Mr. Forsyth dated September 7th wherein Mr. Forsyth
15 was requested to update the information of the survey form.

16 That is where we are now, I believe.

17 MS. ZITZER: I would like to tender to the witness
18 a copy of a sample letter of understanding that has been
19 identified as LEA Exhibit E-7.

20 (Document shown to counsel and handed to
21 witness.)

22 JUDGE HOYT: Let the record reflect that the
23 document has been shown to counsel and to the witness.

24 BY MS. ZITZER:

25 Q I have just handed you a sample letter of

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1 understanding between the school district bus provider and
2 the Montgomery County Office of Emergency Preparedness.

3 Are you aware of whether or not a similar
4 proposed letter of understanding has been forwarded to the
5 North Penn School District?

6 A I am aware that a proposed letter was presented to
7 Mr. Forsyth as part of the enclosure with the letter dated
8 September 7th.

9 Q Are you aware of whether or not there has been any
10 action or consideration of that letter of understanding by
11 the North Penn School District School Board?

12 A There has been no action by the Board.

13 This letter has not yet been presented to the
14 Board for their action.

15 Q Are you aware of whether or not the North Penn
16 School District has any kind of verbal agreement with the
17 Montgomery County Office of Emergency Preparedness relating
18 to the provision of transportation assistance in the event
19 of a radiological emergency at the Limerick Generating
20 Station?

21 A No, I am not aware of any verbal agreement with
22 regard to this matter.

23 Q Have you discussed this subject with Mr. Forsyth?

24 A I have discussed this with Mr. Forsyth since his
25 medical leave began, and Mr. Forsyth said that he had not yet

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1 brought that to my attention, that he intended to.

2 Q My question is, are you aware of whether or not
3 Mr. Forsyth has made any kind of verbal agreement with the
4 Montgomery County Office of Emergency Preparedness relating
5 to transportation provisions in the event of a radiological
6 emergency at Limerick?

7 A He has not.

8 Q To the best of your knowledge in the event of a
9 radiological emergency at Limerick, do you have any concerns
10 about the ability of the North Penn School District to
11 provide 39 buses and drivers -- when I say buses, I am
12 referring to school buses -- two vans and drivers and one
13 handicapped vehicle and a driver?

14 A The question of whether we would be able to provide
15 those buses?

16 Q Yes.

17 A Okay. It would depend on the time of the day
18 when a request would come in for emergency aid.

19 As you might be aware, from approximately 6:30 in
20 the morning, through 9:30, our fleet is engaged in taking
21 students to school. The bulk of the fleet returns to the
22 bus depot approximately 9:30.

23 At noontime, we have buses go out for kindergarten
24 runs, approximately 10 to 15 buses.

25 At 1:30, the total fleet once again is engaged

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1 to take students home. And they are engaged until approxi-
2 mately 4:30, 5:00 o'clock.

3 I would have to answer your question then, if we
4 were asked to provide emergency services during the time that
5 the buses are engaged in picking students up to take them
6 to school, it may prove to be difficult.

7 If they are engaged in taking students home, there
8 again there would be some difficulty in mustering that
9 number of buses.

10 Q Do you have any concern about your drivers'
11 availability or willingness to participate in the event of
12 a radiological emergency at Limerick?

13 A Once again I will refer to the information that
14 I have gleaned from the newspapers. That led me to conduct
15 an informal survey among bus drivers within this last week.
16 And I asked a number of drivers how they would feel about
17 responding.

18 I did this in light of the fact that I would be
19 here today.

20 It was interesting to learn that about half of
21 them indicated that they wouldn't mind, and the other half
22 indicated that they would be very concerned and frightened
23 to respond to that kind of call for emergency, in that parti-
24 cular type of emergency.

25 Q When you say that you had conversations with some

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1 of your bus drivers, how many drivers did you speak with,
2 directly?

3 A I would say approximately 20.

4 Q And so when you say half indicated they wouldn't
5 mind, what number were you referring to?

6 A I would say approximately 10 of the 20 that I
7 talked to. These are approximate numbers.

8 Q Are your drivers part-time or full-time drivers?
9 Can you give any kind of a breakdown?

10 A They are really part-time people, because for the
11 most part they work only in the morning from 6:30 or 7:00
12 o'clock until 9:30 at which time they clock out. And then
13 they clock back in in the afternoon. I also have a few bus
14 runs and a few drivers who only work either in the morning or
15 in the afternoon because of other commitments.

16 Q Of the 10 drivers you said indicated they wouldn't
17 mind, specifically what question did you ask them when they
18 gave you that response?

19 A I asked them directly -- I informed them that I
20 would be here. I was curious to find out if we asked them to
21 report to drive in the event of a nuclear mishap, would they,
22 indeed, report for work.

23 Q When you asked them that, did you give them any
24 information whether or not you would be asking them to report
25 for work to transport students of the North Penn School

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1 District as opposed to some other location that they might
2 be asked to --

3 A I made it clear that if we were asking them to
4 report, we would be asking them to enter the ten-mile zone.

5 Q Did you provide any information to them where
6 they might be asked to transport students to, and any
7 information regarding the length of time that they might be
8 involved?

9 A No, I wouldn't have that kind of information.

10 Q What is your understanding of the ten drivers
11 who said they wouldn't mind participating, what it is they
12 stated they wouldn't mind doing?

13 MR. RADER: Objection, asked and answered.

14 JUDGE HOYT: I will let the question be answered.

15 Go ahead.

16 BY MS. ZITZER:

17 Q Thank you, you can answer.

18 A Would you please repeat that?

19 Q Certainly.

20 The ten drivers who said they wouldn't mind if
21 they were called to duty in the event of a radiological
22 emergency, what is your understanding of the commitment
23 that the drivers made regarding what it is they would be asked
24 to do?

25 MR. RADER: I object to the form of that question.

mm14

1 That is a different question. I thought the first time she
2 asked the witness, what did you ask them. And now, I believe
3 the witness is being asked to speculate as to the commitment
4 made by the driver in response to that question.

5 MS. ZITZER: The question is simply when the
6 drivers indicated that they wouldn't mind, what information
7 is this witness aware of that the driver understood he would
8 be asked to do.

9 JUDGE HOYT: And if the witness told them that.
10 Be sure you get that part of it in.

11 MS. ZITZER: Yes.

12 JUDGE HOYT: All right, within that framework we
13 will overrule your objection.

14 THE WITNESS: You must understand that my
15 question was nebulous, because I did not have any particulars
16 to offer them as to where specifically they would be
17 required to report.

18 I do recall one driver asking me, well, where
19 would we have to -- you know, what would we specifically do?
20 And I said, well, perhaps if we were called upon to evacuate
21 Ursinus College -- I gave that example. I recall that
22 specifically.

23 Q And when you provided that example, what did you
24 say about Ursinus College evacuation, if anything?

25 A That's all I said. Where would we go. I said, well,

15 1 as an example, Ursinus College would fall within that area.
2 That would be a possibility.

3 Q Of the drivers that you said -- the ten drivers
4 that you estimated -- strike that.

5 Of the drivers that you spoke to who said they
6 wouldn't mind, do you know if any of those drivers lived
7 within the ten-mile radius of the Limerick Generating Station?

8 A I really would not know.

9 Q Do you have any knowledge or information of what
10 number of your total drivers might live within the ten-mile
11 radius of the Emergency Planning Zone?

12 A I have no idea.

13 Q Do you have any knowledge or information regarding
14 the number of your drivers that have children?

15 A No, I really don't.

16 Q Of the ten drivers that indicated they might be
17 willing to assist in the evacuation, do you think -- just
18 a moment.

19 (LEA representatives conferring.)

20 MS. ZITZER: I'm sorry, strike that.

21 BY MS. ZITZER:

22 Q Are you aware of whether or not the drivers that
23 indicated they might be willing to participate have any
24 children?

25 A I really am not aware.

mm16

1 Q Are you aware of whether or not any of your
2 drivers would also volunteer if they were asked to evacuate
3 preschool children?

4 A I'm sorry, would you repeat that?

5 Q Certainly.

6 Are you aware of whether or not your drivers
7 would also volunteer to assist in evacuation if they were
8 asked to evacuate preschool age children?

9 A I really cannot answer that without first having
10 formally surveyed the drivers.

11 Q Do you believe that the drivers who might be
12 willing to volunteer, should receive any kind of training
13 orientation?

14 A I do believe that that would be proper .

15 Q And what information do you think should be
16 offered to them, if you have an opinion?

17 A My personal opinion is that they should have
18 some idea of what they might encounter, and how they would
19 react to certain circumstances that they would encounter in
20 that kind of scenario, what would be expected of them.

21 Q Do you have any concern whether or not, in the
22 event of a radiological emergency at Limerick, you could
23 provide 30 drivers, 39 drivers upon request by the Montgomery
24 County Office of Emergency Preparedness?

25 A Again, I don't know at this time what the response

mm17

1 would be of all of the drivers that we now have in our
2 employ. So, I really don't feel that I am prepared to answer
3 that.

4 Q Okay.

5 Are your drivers school district employees?

6 A Yes.

7 Q Are they organized in any kind of a fashion?

8 A No, they are not.

9 Q What percentage of your drivers, if you are aware,
10 are women?

11 A I believe we have 86 drivers. 55 are women.

12 Q Do you have any knowledge of -- or an opinion --
13 regarding how many of those women have children?

14 A I have no knowledge of that.

15 MS. ZITZER: I have no further questions.

16 JUDGE HOYT: Very well.

17 Mr. Rader?

18 CROSS-EXAMINATION

19 BY MR. RADER:

20 Q Mr. Starkey, in your professional opinion, are
21 the women drivers just as capable of driving buses as your
22 male drivers?

23 A Absolutely.

24 (Laughter.)

25 And I could not answer that any differently or

mm18

1 I would be in deep trouble.

2 JUDGE HOYT: The Chairperson can't let that one
3 go by. Congratulating everyone.

4 THE WITNESS: Sincerely.

5 MR. RADER: I thought that was a safe question.

6 (Laughter.)

7 JUDGE HOYT: It is the season.

8 BY MR. RADER:

9 Q Mr. Starkey, as I understand your testimony, you
10 happened to locate the letter from Mr. Bigelow to Mr. Forsyth
11 forwarding the proposed letter of agreement when you were
12 going through Mr. Forsyth's files, upon his medical leave.

13 Is that correct?

14 A That is correct.

15 Q Do you know any reason why the letter from -- do
16 you know any reason that Mr. Forsyth did not present the
17 proposed letter of understanding to you and the School Board
18 for its approval previously when it was submitted to him?

19 A I can conjecture that Mr. Forsyth received that
20 letter at a very busy period. If you were at all familiar
21 with school transportation, the first few weeks in September
22 are mayhem. And the priorities -- they are very serious
23 priorities. Priorities of safety for children, concerns of
24 parents that are addressed during that time.

25 So, I would suspect that that would be the reason.

mm19

1 Q Understanding that Mr. Forsyth is now apparently
2 quite ill and we are sorry to hear that, would the simple
3 explanation for the fact that the Board of Education had not
4 been furnished with this proposal be that it fell through the
5 cracks?

6 MS. ZITZER: Objection. I think he is permitted to
7 testify to what he has knowledge, but I don't think he should
8 speculate as to what the Board of Education might be thinking
9 about unless he has direct knowledge of what was discussed
10 at meetings or anything that would give him a basis for an
11 opinion.

12 MR. RADER: I didn't ask him to speculate about
13 what the Board of Education would or would not do.

14 I simply said was it the reason it was not
15 presented to the Board.

16 MS. ZITZER: To the extent that he has knowledge
17 of that, I think he should answer the question.

18 JUDGE HOYT: It is cross examination. It is
19 allowable. There is more latitude there. I understand
20 your concerns and I think that has been shared.

21 Now, sir, go ahead.

22 THE WITNESS: I would say that my answer to the
23 previous question that he received that during a period
24 when he had a number of problems, and there were a number of
25 unique problems this September, that those were of priority

1 to him.

2 And for that reason, I can speculate that is why
3 it never reached my office to be then submitted to the
4 superintendent and the Board of Education.

5 BY MR. RADER:

6 Q Let me turn it around the other way.

7 Did Mr. Forsyth ever discuss with you any
8 reason why he would not present it to you or to the Board
9 of Education?

10 A No.

11 Q Having now discovered the proposal, is it your
12 intention to present this to the school superintendent and
13 to the Board of Education for its consideration?

14 A Yes. In fact, it is scheduled for the Board-
15 Committee work session which will be held on Tuesday, January
16 8th.

17 Q Has the Board of Education previously approved
18 an agreement with regard to the Limerick Generating Station,
19 such that the District property could be used as a transporta-
20 tion staging area under the plans?

21 A Yes.

22 Q And when was that agreement signed?

23 A That agreement was signed on June 21st, I believe.

24 Q Of this year?

25 A Of this year.

mm21

1 Q And could you briefly describe what that agreement
2 entails?

3 A That agreement simply entails the fact that we
4 have agreed to use the North Penn School District bus facility
5 depot and parking lot as a staging area in the event of any
6 emergency.

7 Q And that would include a radiological emergency
8 at Limerick?

9 A Presumably.

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T8KW/kwl

1 D Do you know any reason why they would deny
2 you them?

3 A No.

4 Q Has the board of education approved a host school
5 agreement for the North Penn School District?

6 A Yes, that also was submitted to the board for
7 their consideration and action on June 21.

8 Q Did they approve it at that time?

9 A Yes.

10 Q Could you briefly describe the contours of that
11 agreement?

12 A Basically, we agreed in that document to serve
13 as the host school to the Perkiomen Valley School District
14 where in the event of an emergency the North Penn School
15 District would receive students from the Perkiomen Valley
16 School District.

17 Q And has the board of education previously approved
18 a mass care agreement?

19 A Yes.

20 Q And when was that done?

21 A That was also done on June 21.

22 Q This year?

23 A Of this year.

24 Q And do both the host school agreements and the
25 mass care agreement which you previously testified to

kw2 1 include radiological emergencies at Limerick?

2 A I do believe there are statements referencing
3 that type of incident.

4 A And are these agreements signed on behalf of
5 the school district with the Montgomery County Office of
6 Emergency Preparedness?

7 A We had our board sign the documents and
8 specifically we reutrned them to either Mr. Cunningham or
9 Mr. Bigelow for signatures by the Perkiomen Valley School
10 District and for other appropriate signatures.

11 Q Do you know if Mr. Bigelow is the signatory
12 for the concerned governmental agency?

13 A I do believe that.

14 Q When you discovered the request by Mr. Bigelow
15 by his letter, I believe -- was it April 22, 1984 -- is that
16 what you said?

17 A There was one letter dated the 22d of April
18 which referenced their meeting held in March with Mr.
19 Forsyth, and then there was a letter of September 7.

20 Q When you discovered these correspondences,
21 did you also discover at that time or did you previously
22 know of the existence of a bus transportation provider
23 survey form which had been filled out by Mr. Forsyth?

24 A I learned of the survey form when I discovered
25 the correspondence.

kw3
1 Q I show you a document entitled Montgomery
2 County Office of Emergency Preparedness Bus Transportation
3 Provider Survey and ask you if that's a copy of the
4 document which you saw.

5 A Yes, it is.

6 Q Did you review that document?

7 A In what fashion?

8 A Did you review it to determine the accuracy
9 of the information contained therein?

10 A With the accuracy, I would have to review that
11 in detail with Mr. Forsyth.

12 MR. RADER: Your Honor, I would ask that the
13 document identified by the witness as the Montgomery County
14 Office of Emergency Preparedness Bus Transportation Provider
15 Survey be marked for identification as Applicant's Exhibit
16 E-86.

17 JUDGE HOYT: I believe you will provide copies
18 later?

19 MR. RADER: Yes, I will.

20 JUDGE HOYT: Very well. It has been shown to
21 Counsel and Representatives of all parties. The document
22 described by Counsel will be marked as Applicant's Exhibit
23 E-86 for identification.

24 (The document referred to was
25 marked as Applicant's Exhibit

kw4

No. E-86 for identification.)

BY MR. RADER:

Q Have you ever been provided with information or did you after finding the information in Mr. Forsyth's file review any information provided to Mr. Forsyth by Montgomery County relating to the buses which would be provided by your school district?

A No.

Q I would like to ask you to look at a document that has previously been identified as the Montgomery County Plan, Applicant's Exhibit E-3, and would ask you specifically to review the information regarding your school district contained on page I-2-10 and ask you whether the information contained therein accurately reflects the information contained on the bus transportation survey, filled out by Mr. Forsyth.

A With regard to the number of drivers, that number is identical. With regard to the fuel, it appears as though ---

Q Let me interrupt you. If you could, just check the number of drivers and the number of vehicles. I think those are our areas of concern.

A Those numbers are identical to the numbers or the figure on this form.

Q Thank you, and I will show you a document that's

1 previously been identified as Applicant's Exhibit E-76, a
2 letter dated September 7, 1984, from Mr. Bigelow to Ms. Leona
3 Flood, and ask you whether that is the document which you
4 identified as the -- ask you whether it is identical to
5 the document which is identified as a letter dated September
6 7, 1984, which you discovered in Mr. Forsyth's file from
7 Mr. Bigelow.

8 A I couldn't tell you whether that's identical.

9 Q I realize you haven't had a chance to review
10 it. Could you take a look at it and tell me whether you
11 believe it is the same letter?

12 A I cannot tell you whether or not it is the same
13 letter. All I know is that the letter that I had looked at
14 was a cover letter to the survey form requesting an update.
15 That's all I can recall.

16 Q Does it appear to be similar in content and
17 purpose to the letter you reviewed?

18 A I can't answer that --

19 MS. ZITZER: Objection.

20 THE WITNESS: -- without having that letter with
21 me really.

22 JUDGE HOYT: The objection would have been
23 overruled. Sir, if you would permit me to rule on an
24 objection when you hear it from one of the Counsel prior
25 to answering the question. It would have been overruled

kw6

1 anyway, though, Ms. Zitzer.

2 BY MR. RADER:

3 Q Upon returning to your office, would you be
4 able to provide a copy of that letter to this Board?

5 A Certainly.

6 MR. RADER: If I may, upon stipulation of the
7 parties, Your Honor, when I receive that from the witness,
8 I would ask that that be entered in evidence on the same
9 basis as the other letters which have been received. I don't
10 want to have to recall the witness for the simple purpose
11 of asking him to identify that letter, but if necessary, I
12 will do so.

13 MS. ZITZER: I don't think that's necessary, but
14 LEA would like to see the letter before we enter into any
15 stipulation. That's the only concern I have.

16 JUDGE HOYT: I think that would be an appropriate
17 requirement, Mr. Rader. Have the witness send it to you, and
18 then we can assign it a number, and I take it the parties
19 on their assumption that it would be the same as represented
20 by Counsel, there would be no problem as to entering a
21 stipulation.

22 MR. HASSELL: I don't have any problem with
23 the stipulation, reserving the right to cross after reviewing
24 the letter.

25 JUDGE HOYT: The right to cross on that document

kw7

1 will be pretty much waived if the witness is not here. That's
2 the point of the stipulation, so if we don't have the
3 stipulation, we will just have to recall the witness.

4 MR. HASSELL: I don't think I will have a problem
5 with the stipulation. I think it is very difficult to say
6 now out of context to make a decision regarding cross-
7 examination.

8 JUDGE HOYT: On the representation it was the
9 same as the letter that Counsel had been using; if it is
10 not, then the witness will be recalled for purposes of
11 identification.

12 MS. ZITZER: That's acceptable with LEA. Thank
13 you.

14 MS. FERKIN: Commonwealth agrees with the
15 Staff's position.

16 MR. RADER: So the record is clear, I am not
17 personally representing that they are the same, but there
18 have been previous letters dated September 7, 1984, which were
19 introduced by both Applicant and LEA as exhibits.

20 JUDGE HOYT: I think we all understand that,
21 Mr. Rader, and it's very difficult under those ground
22 rules. We will continue then.

23 MR. RADER: Thank you.

24 BY MR. RADER:

25 Q Mr. Starkey, I think you stated that you had

kw8

1 certain concerns regarding providing buses if they were
2 required during either the early hours when the buses were
3 making their morning runs or the afternoon when they were
4 making their runs for dismissal; is that correct?

5 A That's correct.

6 Q Having examined the information on Applicant's
7 Exhibit E-86, which I will return to you for your review.
8 Is it your understanding that of the total of buses in your
9 fleet that 42 vehicles would be requested?

10 A Based on what?

11 Q Based on this information in Applicant's Exhibit
12 E-86. I believe Ms. Zitzer ---

13 A Based upon the section labeled Availability
14 whitten on this form, it is stated 50 percent ---

15 Q Well, I believe that states an availability
16 within the time period. I'm asking you, on the number of buses
17 stated here, and reviewing the information parenthetically
18 under school buses ---

19 A Those parenthetical items refer to the student
20 capacity of the number of buses.

21 Q I'm sorry, I was referring to the numbers outside
22 the parentheses, the number 32 and the number 10.

23 A Okay, for your understanding, under capacity,
24 of the 66 buses, this indicates that there are 20 84-passenger
25 buses, 4 66-passenger buses, 32 77-passenger buses and

1 10 40-passenger buses. I don't understand where the figure
2 42 was developed or how that was arrived at.

3 Q Perhaps your initial interpretation was correct,
4 where it states that up to 50 percent could be made available
5 within one to two hours. Is that your understanding of the
6 document?

7 A That's how I interpret it.

8 MS. ZITZER: LEA objects.

9 JUDGE HOYT: What's your objection?

10 MS. ZITZER: I think the witness is free to give
11 his opinion as to information given him. He has not had
12 an opportunity to discuss the accuracy with Mr. Forsyth,
13 so he is permitted if he is able to give opinion on information
14 asked by Mr. Rader, but I think he has testified beyond that
15 he has not discussed this with the person that filled out
16 that form.

17 MR. RADER: I will withdraw the question and ask
18 a different question.

19 JUDGE HOYT: Proceed.

20 BY MR. RADER:

21 Q Assume that for the purposes of your analysis
22 that this document states that 42 vehicles can be made
23 available from your school district upon request. Do you
24 have any concerns with providing 42 vehicles during periods
25 in question which I just mentioned to you regarding early

kw10
1 runs and late runs of your buses?

2 MS. ZITZER: Objection; asked and answered. He
3 previously testified that he did have concerns.

4 MR. RADER: I would like to develop that on
5 cross-examination, if I may.

6 JUDGE HOYT: I think, Counsel, this is cross,
7 and he as a wide latitude. Objection overruled.

8 THE WITNESS: I'm not sure what number of buses
9 we would -- as I previously testified, I'm not sure what
10 number of buses we would be able to muster. I don't know
11 on what basis the 50 percent was determined.

12 BY MR. RADER:

13 Q In other words, you don't have the information at
14 your hand necessary to determine whether or not those
15 42 buses could be provided during those periods; is that
16 correct?

17 A Well, I think it would be speculative on anyone's
18 part to determine that half of the fleet would be available
19 to respond or a third of the fleet or two thirds of the
20 fleet, particularly when buses are engaged in their morning
21 and afternoon routes.

22 Q Wouldn't Mr. Forsyth as the transportation
23 coordinator have that information?

24 A I would believe that he would speculate that
25 perhaps represented his speculation of the number of buses

1 that he would be able to muster in such circumstances.

kwll 2 Q Does the school district normally hire officials
3 who speculate about their responsibilities and their
4 commitments?

5 A Well, I don't think that statement is really a
6 fair statement. The school district hires competent people,
7 but you are asking someone to determine without having
8 any previous type of scenario how many buses can be mustered
9 at a given time when practically the whole fleet is engaged
10 in their tasks, their routine tasks.

11 Q If buses were requested by another school
12 district or by Montgomery County Office of Emergency
13 Preparedness in order to respond to an evacuation
14 situation in another school district, would you recommend
15 to your school board or would you take action to see that your
16 schools were delayed in their opening so that those buses
17 could be made available if necessary?

18 A That would be an administrative decision that we
19 we would discuss as a -- with the superintendent and the
20 cabinet. There would be a lot of implications. There are a
21 lot of working parents who rely on the predetermined schedule
22 that we have. We do have exceptions, obviously, when we have
23 inclement weather, but there are procedures that parents are
24 aware of that we use so that they can prepare adequately
25 to have their children taken care of by the time your bus

kw12

1 would arrive, so we would have to consider the implications
2 of responding to an evacuation call by another district,
3 the implications on the students that we are responsible for
4 transporting.

5 Q If that were necessary, in fact, for securing
6 the safe evacuation of those children who were in danger from
7 any sort of emergency, not necessarily one related to
8 Limerick, but any radiological or non-radiological emergency,
9 would you personally recommend that action be taken if
10 necessary to protect the safety of those children?

11 A If there was a greater danger for a great number
12 of students, children, perhaps.

13 Q And with regard to a dismissal of children in
14 your school district, would you be willing to take the
15 same action or make the same recommendation with regard to
16 the late dismissal of students in order to free up buses so
17 they could be used for the same purpose?

18 A That decision would also have serious implications
19 because we do have a bargaining agreement with our teachers.
20 We have run into difficulty regarding the seven-and-a-half
21 hour day just this year with our bargaining unit, so those
22 implications would -- and we have not discussed this type
23 of scenario with the superintendent, but I think those
24 implications would have to be examined before a decision
25 or procedures would be established as to how we would react

kw13

1 under such circumstances.

2 Q But is it something you would consider recommending
3 to your school superintendent if it were necessary to
4 protect the health and safety of the children in another
5 school district?

6 A Obviously, our humanitarian concern for children
7 in another school district would be of paramount concern
8 to all of us.

9 Q Has training been offered to any of the bus
10 drivers in your district?

11 By that I mean training related to a radiological
12 emergency at Limerick and any responsibilities that those
13 bus drivers would have to perform at that time.

14 A Only to the extent that I recall that there was
15 a statement in Mr. Bigelow's letter regarding training.

16 Q I'm showing you again the letter dated September
17 7, 1984, from Mr. Bigelow to Ms. Leona Flood and ask you
18 in reviewing that whether that refreshes your recollection
19 as to whether any similar provision was contained in the
20 letter dated September 7, 1984, which you reviewed from Mr.
21 Forsyth's file.

22 A I do recall there was some language in that
23 letter regarding training.

24 Q Has the school district accepted that training
25 for its bus drivers?

kw14

1 A I think I previously testified that that
2 information did not reach us for consideration.

3 Q Do you intend to recommend to the school
4 board that bus driver training be afforded for your district
5 drivers?

6 A Definitely. I would recommend that, I am sure.
7 I would have to provide the superintendent and the board
8 with information regarding the scope of the training, the --
9 who would pay the drivers for the time that they would spend
10 in the training session; those are questions that they would
11 obviously ask us, and whose responsibility would it be.

12 Q If the training sessions were held during normal
13 school hours, would they have to be compensated in your
14 opinion?

15 A Oh, yes.

16 Q Have you discussed that with your township
17 solicitor?

18 A I have not discussed that with the solicitor,
19 no.

20 Q So that represents your own legal conclusion;
21 is that correct, sir?

22 A Well, the drivers are on a time clock. They
23 punch in at 6:30 or whenever, and they punch out when they
24 finish their routes. If there's a training session, I
25 assume that the training session would have to take place

1 either on a day when schools are not in session or when we
2 would be able to get drivers together between their morning
3 and afternoon routes.

4 Q Is there any other kind of in-service training
5 provided to your bus drivers?

6 A At the beginning of the school year, the entire
7 district staff, teachers, custodians, bus drivers, meet the
8 day before school begins. At that time, procedures and
9 various other administrative tasks are reviewed with the
10 entire staff. That is the only in-service day that we have
11 had for our bus drivers.

12 Q Is it your understanding that drivers who would
13 be responding from your school district would be volunteering
14 to perform their driver assignments if called upon to do so
15 for an emergency at Limerick?

16 A I'm not quite sure whether it would be a matter of
17 a volunteer act.

18 Q Have you discussed that with any official or do you
19 plan to discuss that with any official from the Montgomery
20 County Office of Emergency Preparedness to learn the nature
21 of that responsibility?

22 A That I will have discussed prior to our work session
23 that we will have on Tuesday, January 8.

24 Q If drivers were willing to volunteer for that
25 assignment, do you believe they would also be willing to

kw16

1 volunteer to give two hours of their time for a training session
2 to perform that responsibility?

3 A I really can't answer that. I don't know whether
4 they would volunteer for that.

5 Q Would you as a public school district official,
6 even in the absence of an express agreement to do so, do
7 whatever you could to provide your school resources to assist
8 another school district in the time of an emergency to assist
9 disaster victims?

10 A Again, out of humanitarian -- as a humanitarian, we
11 would try to do what we could for students, for children
12 in another district.

13 Q Are you a state officer or a county officer, sir?

14 A The school district is an agent of the state.

15 Q So you are a state officer in effect?

16 A In effect we are agents of the state.

17 Q Do you take an oath of office?

18 A I am not an officer commissioned as the superintendent
19 and the assistant superintendent are. I have not taken an
20 oath for the position which I hold. It's not a commissioned
21 position. My understanding is only the commissioned positions
22 within the school district are required to take this oath.

23 Q Yesterday at this hearing, there was testimony
24 by a Dr. Bruce Kowalsky; do you know Dr. Kowalsky?

25 A I have met him.

1 Q What is his position?

2 A Superintendent.

3 Q Which school district?

4 A Wissahickon.

5 Q Dr. Kowalsky in response to a question posed by
6 me yesterday at page 16,211 of the transcript stated as
7 follows: "Both the superintendents and the board members are
8 sworn to uphold the constitution of the Commonwealth and its
9 laws and also to serve the public of the entire Commonwealth,
10 both inside their county and outside, and during discussion
11 with the school board, one of the things that was indicated
12 was that state officers felt rather strongly that they had to
13 make the public financed facilities of the school district
14 available to assist anyone."

15 MS. ZITZER: Objection.

16 MR. RADER: I haven't finished my question.

17 Would that statement of the sentiment of Dr.
18 Kowalsky for the school board also represent your feelings on
19 the matter or would you agree or disagree with that?

20 MS. ZITZER: Objection. I would agree the witness
21 is free -- I would prefer if Counsel would rephrase the question
22 and ask the witness what his opinion is as it would relate
23 to the North Penn School District, but I think it's irrelevant
24 what Dr. Kowalsky's said in so much as this witness is
25 concerned. That was in regard to another school district,

kw18 1 and Dr. Kowalsky's interpretation of the relevant status, and
2 I think that the question should be rephrased and directed
3 to the witness with regard to information that he is aware of
4 relating to the North Penn School District.

5 MR. RADER: Ms. Zitzer called Dr. Kowalsky to
6 testify by subpoena. I find it intriguing that she now
7 states what he says is irrelevant, but nonetheless, I'm
8 entitled to ask the witness whether he agrees or disagrees
9 with another witness who was called for the very same
10 purpose.

11 MS. ZITZER: I object. He is permitted to testify
12 to what he has knowledge to as it relates to the North Penn
13 School District, but to ask him if he agrees with a statement
14 made by a superintendent somewhere else, frankly only to the
15 degree this witness has knowledge as that would apply to the
16 North Penn School District should the question be
17 permitted, and I object.

18 MR. RADER: That's a ridiculous objection ---

19 JUDGE HOYT: All right, let's don't have any
20 arguments this violent. Let Ms. Zitzer finish.

21 Are you finished, Ms. Zitzer?

22 MS. ZITZER: I object to the characterization of
23 Dr. Kowalsky's testimony. My statement as to it being
24 irrelevant was insofar as it relates to this witness' knowledge
25 of what a previous witness has testified to.

kw19

1 JUDGE HOYT: Now, Mr. Rader, what else do you have,
2 if anything?

3 MR. RADER: I'm not asking for the witness' knowledge;
4 I'm asking whether or not he agrees or disagrees with a state-
5 ment by a superintendent of schools who is also under the
6 same statewide constitution and laws of this Commonwealth,
7 and for that reason it is totally relevant to ask whether he
8 agrees with the same applicable provisions of laws as
9 interpreted by Dr. Kowalsky.

10 JUDGE HOYT: That's the question, and the question
11 will be permitted, Ms. Zitzer.

12 THE WITNESS: I would like to answer that question
13 by stating that when our board of education approved the three
14 agreements on June 21, I think what they did was they
15 displayed their spirit of cooperation and their responsibility
16 to what Dr. Kowalsky stated in his testimony. On that basis,
17 I would have to opine that, yes, I would agree with that.

End 8

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BY MR. RADER:

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2 Q When the bus drivers you interviewed said that
3 they were frightened, did they say why they were frightened
4 with regard to the possibility that they would be called
5 upon to enter the EPZ for any radiological emergency at
6 Limerick?

7 A They didn't specifically say why. I kind of
8 sensed that there was fear.

9 Q Was that fear for their physical welfare?

10 A Fear for their wellbeing.

11 Q And did you interpret that to mean a fear of
12 possible radiological releases from the facility?

13 A Presumably.

14 Q Did you understand, or is it your understanding
15 that the purpose of the evacuation of schoolchildren under
16 the various school district plans, is that they will be
17 evacuated prior to the release of any radiological --
18 release of radiation from the facility?

19 A I have no information on that.

20 Q Would the bus drivers you spoke to be reassured
21 if they had such information during in-service training?

22 Do you think that would help alleviate their
23 concerns?

24 A It may.

25 Q I think you stated that there were a number of
26 part-time workers in your school district among your bus

1 MMmm

1 drivers. Is that correct?

2 A Most of those drivers -- all, technically, are
3 part-time people.

4 Q Have you ever had early dismissals in your school
5 district as a result of inclement weather?

6 A Yes, we have.

7 Q And have you had any difficulty in obtaining the
8 necessary number of bus drivers at that time to implement
9 your early dismissal?

10 A We have an administrative procedure which clearly
11 defines parameters under which we would call an early
12 dismissal. Within those parameters, we have found that it
13 is possible to reach mosts drivers.

14 The parameters being that the early dismissal,
15 because of inclement weather, cannot technically take place
16 before one p.m. And we have found that if we attempted to
17 have an early release before that time, we would have
18 difficulty getting all the drivers in.

19 Q Getting all the drivers in.

20 And how many drivers do you have, sir?

21 A 86, approximately.

22 Q 86. And under the survey form filled out by
23 Mr. Forsyth, he requested 42 vehicles which would require 42
24 drivers, is that correct?

25 MS. ZITZER: Who requested? I don't think the

1 question is clear.

2 (Counsel showing document to representative for
3 LEA.)

4 BY MR. RADER:

5 Q Under the survey form which Mr. Forsyth filled
6 out, he indicated that the District would be providing 42
7 vehicles for 42 drivers --

8 MS. ZITZER: Objection.

9 I don't think it has been established that this
10 survey form indicates that the school district has agreed to
11 provide anything.

12 I think if they were asked to provide, might be a
13 more appropriate phrasing of the question, but I don't think
14 it has been established that they have agreed to provide
15 anything.

16 MR. RADER: I didn't say that they did in my
17 question. I simply said, does this survey form indicate
18 that Mr. Forsyth replied drivers would be available.

19 JUDGE HOYT: The objection is overruled and the
20 witness may now answer.

21 THE WITNESS: This form indicates, under the
22 section, Availability, that it was Mr. Forsyth's --
23 presumably Mr. Forsyth's opinion that he would be able to
24 muster 50 percent of the vehicles within a period of one
25 half to one hour.

1 MMmm

BY MR. RADER:

2 Q And that would be approximately 42 people or 42
3 vehicles and 42 drivers, is that correct?

4 A Based upon the number of school buses that are
5 shown there, I would assume that is correct.

6 Q So of the 86 -- did you say 86 drivers you had?

7 A Yes.

8 Q So of the 86 drivers, you would only need 42 to
9 respond in order to fill the commitment made by Mr. Forsyth
10 here, is that correct?

11 A I don't believe Mr. Forsyth made a commitment.

12 Q Let me rephrase that.

13 -- in order to provide the buses and drivers
14 stated by Mr. Forsyth in filling out the form. Is that
15 correct?

16 A In order to be able to muster 50 percent of the
17 buses within a period of one half to one full hour, he would
18 have to obtain approximately 40 drivers.

19 MR. RADER: No further questions.

20 JUDGE HOYT: Very well.

21 Commonwealth?

22 MS. FERKIN: I have just a couple of brief
23 questions, your Honor.

24 JUDGE HOYT: Very well. You have 30 minutes for
25 your examination.

1 MMmm

BY MS. FERKIN:

2 Q Mr. Starkey, does the North Penn School District
3 own its buses?

4 A Yes.

5 Q Does it own its entire fleet of buses?

6 A Yes, we do.

7 Q Does it own any other vehicles, other than school
8 buses?

9 A Yes. We have maintenance-type vehicles. We have
10 a few station wagons.

11 Q Does the school district own any vans?

12 A Included in the exhibit there, you will notice
13 there are vans listed among the number of buses shown.

14 Q And does the school district own any handicapped
15 vehicles?

16 A There is one vehicle with a lift for wheelchair
17 students.

18 Q And the school district owns them?

19 A Yes.

20 Q And, Mr. Starkey, you have testified that really
21 only up until the last few weeks, you really weren't aware
22 of the discussions that Mr. Forsyth had been having with the
23 Montgomery County Office of Emergency Preparedness?

24 A That is correct.

25 Q But you have, since you discovered this matter,

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1 discussed it with Mr. Forsyth, have you not?

2 A I briefly discussed that with him, yes.

3 Q In your discussion with Mr. Forsyth, did he
4 indicate to you that the Montgomery County Office
5 representatives had ever indicated to him that some form of
6 compensation for the buses and drivers provided might be
7 available?

8 A We never discussed that particular issue.

9 MS. FERKIN: I have no further questions.

10 JUDGE HOYT: Very well.

11 Mr. Hassell?

12 MR. HASSELL: I have some.

13 JUDGE HOYT: You have 30 minutes, sir.

14 BY MR. HASSELL:

15 Q Good morning, Mr. Starkey, my name is
16 Mr. Hassell.

17 A Good morning.

18 Q I think I just have one question of you.

19 Does the school district have the capability to
20 contact bus drivers while transporting students?

21 A Fortunately, we were able to convince the board
22 during the budget hearings that we had last spring, of the
23 need for radios. Not only radios, but the need for
24 replacement of vehicles.

25 And, the Board graciously replaced 24 vehicles

1 and also agreed to permit us to purchase radios for all of
2 our buses.

3 So, for the first time, this year we are
4 operating with radios.

5 MR. HASSELL: I have no further questions.

6 JUDGE HOYT: Very well.

7 Any redirect?

8 MS. ZITZER: No, I have no questions.

9 JUDGE HOYT: Very well.

10 The Board has no questions. The witness is
11 excused.

12 Thank you, sir, for your participation and your
13 attendance in these proceedings.

14 THE WITNESS: Thank you.

15 (Witness excused.)

16 JUDGE HOYT: We will have a very, very short
17 recess.

18 (Recess.)

19 JUDGE HOYT: The hearing will come to order. All
20 the parties to the hearing who were present when the hearing
21 recessed, are again present in the hearing room.

22 In order that there be no confusion whatsoever,
23 the announcement yesterday, that we would have the hearings
24 on January 15th, if we are still in session, at the Holiday
25 Inn Midtown at Chestnut, just below Broad Street in

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1 Philadelphia. We will be in the Conference Room at that
2 hotel on January 15.

3 And, it is for one day, since the hearings cannot
4 be held at the Courthouse on Ninth and Market, since it is a
5 State holiday, and they will not give us permission to use
6 the building.

7 Having said that, I don't think there is any
8 problem.

9 Call your next witness, please, Ms. Zitzer.

10 MR. ZITZER: Mr. Clare Brown.

11 Whereupon,

12 CLARE G. BROWN, JR.

13 was called as a witness on behalf of the Intervenor,
14 Limerick Ecology Action, and having been first duly sworn
15 was examined and testified as follows:

16 DIRECT EXAMINATION

17 BY MS. ZITZER:

18 Q Mr. Brown, could you state for the record, your
19 name, your address, and your relationship with the Upper
20 Dublin School District?

21 A My name is Clare G. Brown, Jr.

22 I live at 1579 Jarrettstown Road in Drescher,
23 Pennsylvania. And, I am the Superintendent of Schools of
24 the Upper Dublin School District.

25 Q In your capacity as superintendent of the

1 MMmm

1 school district, are you aware of whether or not the school
2 district has entered into any kind of agreement or letter of
3 understanding with the Montgomery County Office of Emergency
4 Preparedness relating to the provision of transportation in
5 the event of a radiological emergency at the Limerick
6 Generating Station?

7 A I'm aware that a contact has been made, a number
8 of contacts have been made to our district, primarily to the
9 Director of Transportation, that forms have been filed and
10 information given to the county and that the district has
11 received an allocation request for a number of buses and for
12 destinations in the event of a call.

13 So, yes, I am aware. I am primarily aware,
14 however, as a result of receiving this subpoena, up until
15 this time it has primarily been a matter where the Director
16 of Transportation has filed forms and has discussed our
17 capability.

18 Q Has there ever been any action by your School
19 Board regarding approval of any kind of an agreement between
20 the school district and the Montgomery County Office of
21 Emergency Preparedness that would relate to the provision of
22 buses and drivers in the event of a radiological emergency
23 at the Limerick Generating Station?

24 A No.

25 Q Are you aware of whether or not there is any kind

1 of a written agreement between the school district and the
2 Montgomery County Office of Emergency Preparedness that
3 would apply to the provision of buses and drivers in the
4 event of a radiological emergency at the Limerick?

5 A No, there is not.

6 MS. ZITZER: I would like to tender to the
7 witness a copy of a previously distributed and identified
8 exhibit. It is LEA Exhibit E-11.

9 I would like to make sure all the parties have
10 that.

11 (Document shown to parties and handed to
12 witness.)

13 BY MS. ZITZER: .

14 Q The exhibit is identified as LEA Exhibit E-11,
15 and it is entitled, A Letter of Understanding Between the
16 Montgomery County Office of Emergency Preparedness and the
17 Upper Dublin School District.

18 Do you have that document in front of you,
19 Mr. Brown?

20 A I have it in front of me.

21 Q Have you seen that document before?

22 A Apparently I have. I signed it.

23 Q That is your signature on the document?

24 A That is my signature.

25 Q When you signed that document, do you recall --

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1 let me strike that.

2 Do you recall the circumstances under which you
3 signed that document?

4 A Circumstances?

5 Q I will rephrase the question.

6 A I think I understand what you mean, but I am
7 really not too sure.

8 Okay, go ahead.

9 Q Has there been any discussion between yourself
10 and the School Board of the Upper Dublin School District,
11 regarding the letter which I have handed to you which is
12 identified as LEA Exhibit E-11?

13 A Little or none.

14 The circumstances surrounding the signing of the
15 document is a task delegated to the Director of
16 Transportation to provide information.

17 And on her recommendation, I suspect with very
18 little discussion, I signed this form.

19 Q Do you have any knowledge of whether or not the
20 School Board of the Upper Dublin School District is aware of
21 the existence of this document?

22 A They are aware, only I think as a result of the
23 subpoena I have received. I have made no effort to discuss
24 this agreement with them at this time.

25 Q Do you intend to do so in the future?

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1 A I intend, as the plans develop -- if they are to
2 develop -- on the part of the county, and the commitments
3 to become firmer than they are now, and the staff to be
4 trained and specific relationships and commitments
5 established, to do that, yes.

6 That is a matter for the Board, it is a matter of
7 public policy.

8 Q Would you consider Board approval of that
9 commitment necessary?

10 A I would think it would be necessary.

11 Q Prior to your receiving the subpoena and the
12 attached information that was given to you by Limerick
13 Ecology Action, what was the extent of your knowledge
14 regarding Upper Dublin School District's involvement in the
15 provision of buses and drivers in the event of a
16 radiological emergency at Limerick?

17 A Unfortunately it was very slight.

18 The Director of Transportation, who had assumed
19 the responsibility of making the arrangement of describing
20 the data necessary to comply with the forms, felt personally
21 that this was important, and that we had a role to play.

22 But, my information was extremely slight.

23 We are a willing resource to the county's plans.

24 Q Do you have any knowledge regarding what
25 information has been provided to you or your Director of

2 MMmm

1 Transportation regarding the involvement of your school
2 district in the event of a radiological emergency at
3 Limerick?

4 A Please reask me the question.

5 Q Certainly.

6 Do you have any knowledge of the extent of any
7 discussions that have taken place, or any information that
8 has been provided either to yourself or to the Director of
9 Transportation of your School District with regard to the
10 use of school district buses and drivers in the event of a
11 radiological emergency at the Limerick Generating Station?

12 A Primarily the contacts with the Director of
13 Transportation. I have some correspondence that has come
14 through the district. The contacts with Mr. Bigelow has
15 been a personal contact, and I think it has happened several
16 times.

17 Q The personal contact that you are referring to is
18 between Mr. Bigelow and whom?

19 A Norma Withsosky, who is our Director of
20 Transportation.

21 Q Do you have any knowledge or awareness based on
22 conversations with Norma Withsosky regarding the nature of
23 those contacts or discussions?

24 A As to the number of buses, as to the destination,
25 as to what?

1 MMmm

1 What, specifically?

2 Q As to anything that you have knowledge of.

3 A I think some very specific preliminary planning
4 has been done on estimates of the number of buses that we
5 are able to release and still provide for the number of
6 buses in our district. That determination has been made.

7 Q Are you aware of what that determination is?

8 A We have 30 buses. I think we could release 10
9 and still meet the obligations in our own district for our
10 own youngsters.

11 MS. ZITZER: I would like to tender to the
12 witness a copy of the Montgomery County Draft Radiological
13 Emergency Response Plan.

14 I would specifically like to ask the witness to
15 turn to page I-2-14, wherein the bus plans provider
16 information relating to the Upper Dublin School District is
17 contained.

18 (Document shown to counsel for Applicant,
19 and handed to witness.)

20 For the record, this is from Applicant's Exhibit
21 E-3, page I-2-14.

22 JUDGE HOYT: I think the record should reflect
23 that the document has been shown to counsel for Applicant
24 and has been handed to the witness.

25 Thank you.

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1 MS. ZITZER: Thank you.

2 BY MS. ZITZER:

3 Q This information indicates that the Upper Dublin
4 School District employs 26 drivers, has 26 school buses, 8
5 minibuses and one handicapped vehicle.

6 To the best of your knowledge -- just a minute, I
7 realize I was reading from the wrong paper. I apologize.

8 On page I-2-14, it indicates that the Upper
9 Dublin School District employs 26 drivers, has 20 school
10 buses, 8 minibuses, one van and one handicapped vehicle.

11 Have you found that portion of the plan?

12 A Yes.

13 Q Is that information true and correct to the best
14 of your knowledge?

15 A Yes.

16 Q It also indicates under the table entitled Units
17 Available for Mobilization, that during the daytime hours,
18 ten buses and drivers can be mobilized with a half an hour
19 mobilization time.

20 Do you have any information that would allow you
21 to confirm the accuracy of that?

22 A I would confirm the accuracy of that, except when
23 the buses are running to pick up the youngsters in the
24 morning and to take youngsters home in the afternoon, I
25 would have difficulty raising ten drivers within half an

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1 hour. The balance of the day, I could.

2 Q Is that true for both the morning and the
3 afternoon?

4 A Yes.

5 Q Are your drivers full-time or part-time drivers?

6 A I have a combination of full-time and part-time
7 drivers. Of the 26 drivers listed, I have 24 drivers and
8 two mechanics that do driving occasionally. So that I have
9 24 drivers.

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1 Q Do you have any knowledge of whether or not your
2 drivers are women -- strike that.

3 Do you have any knowledge of how many of your drivers
4 have children?

5 A I would say the majority do not.

6 Q Are the drivers all employees ---

7 A Children being defined as youngsters between birth
8 and 18.

9 Q Okay, thank you.

10 Are all of your drivers employees of the school
11 district?

12 A Yes.

13 Q Are your drivers organized or unionized in any way?

14 A Yes.

15 Q What union are they part of?

16 A It's the Pennsylvania State Education Association.

17 Q Do you have any knowledge or opinion regarding
18 whether or not your drivers are aware of the fact that they
19 may be called upon to drive buses into the emergency planning
20 zone, which is the ten-mile radius around the Limerick station,
21 in the event of a radiological emergency at Limerick?

22 A I'm aware that -- and I think -- and I am not sure
23 what the timing is of this, and it may have been prior to the
24 subpoena or after, the director of transportation has discussed
25 with our drivers their volunteering their services to drive

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1 and I have 19 drivers right now who have indicated they would
2 be willing to accept an assignment; that is indicated on this
3 form, but I can't tell you that that's a hundred percent
4 volunteer commitment under all circumstances. I think that
5 it's a verbal contract that was made. We have an assignment;
6 would you accept it? I think they would; however, I think
7 before in fact they would be released and assigned that they
8 would have some other questions that they would have to ask
9 and there are other questions I would have to ask.

10 Q Could you be more specific as to your opinion of
11 what those questions would be?

12 A I think specifically the issue was put to the district,
13 the scenarios were, what if there's a scare, and I think the
14 answer is probably all 19 would go if they could be assured
15 that there was a scare and youngsters had to be taken from the
16 assigned schools. I'm not sure that if there were an event,
17 an incident, that they have really made that commitment. I'm
18 not sure of that.

19 Q When you refer to a scare, what do you mean?

20 A Something really in fact has not happened.

21 Q As opposed to ---

22 A Something really happening.

23 Q You used the word "event."

24 A What?

25 Q Event. What were you referring to by that?

kw³

1 A Some chemical or physical reaction having taken
2 place as opposed to someone being concerned that something
3 is going to happen.

4 Q I would like to at least for the moment keep our
5 conversation regarding anything that would have to do with the
6 Limerick Generating Station. When you made the statement and
7 you used the words "scare" as opposed to "event," were you
8 specifically referring to any that might involve the Limerick
9 Generating Station?

10 A I think I was.

11 Q In that context, what were you referring to by those
12 phrases, if you are able to answer that?

13 A Well, I would prefer -- well, what would you like
14 to know?

15 Q I will rephrase the question.

16 A I understand the question. I think there is some
17 concern on the part of the drivers, and again, this is only --
18 this is unsystematic information, that has arisen as a result
19 of my involvement, becoming more direct in the issue. I think
20 there is some feeling on the part of the drivers that they're
21 committed to helping to protect youngsters and to accept the
22 assignments that have been given here, and there are three
23 schools that are mentioned on the materials that you have
24 given to me.

25 I think, however, that there is some reservation
as to the kind of situation into which they would go, meaning

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1 that I don't think I have unconditional volunteering. I think
2 there are things like -- I'm not sure what situations, but
3 there are things perhaps like floods or conditions where they
4 would certainly drive buses. I think there are other conditions
5 where they may have some question as to the appropriateness
6 of driving. The fact of the matter is, I really am not ready
7 to dispatch those drivers unless I understand the conditions,
8 unless I understand a few more things than I do right now.

9 Q Is the statement you made specifically with regard
10 to an incident at the Limerick Generating Station?

11 A Yes, and just let me, if I may, clarify, in that I
12 did not raise it. I think some of the drivers in casual
13 conversation raised it with me.

14 Q What number of the drivers, if you recall, raised
15 that kind of concern?

16 A Three or four in casual conversation. That was not
17 a systematic attempt to obtain opinion; it was a social
18 situation recently in the bus garage, and drivers talked to
19 me. They came up and talked to me about the possibility
20 and about these assignments.

21 Q Are your buses housed in the garage or at the
22 school district?

23 A It's a high school, right.

24 Q Are all of the buses housed there?

25 A All of them.

kw5

1 Q Do you have any knowledge of the terms of the
2 contract between the school district and the bus drivers and
3 whether or not the existing terms of employment would apply
4 to the drivers carrying out this responsibility in the event
5 of a radiological emergency at Limerick?

6 MR. RADER: Objection; calls for a legal conclusion
7 on the part of this witness.

8 MS. ZITZER: I'm not asking for a legal conclusion,
9 I'm asking if the witness has any knowledge regarding whether
10 or not the present terms of employment would indeed apply
11 to the drivers being asked to provide this service in the
12 event of a radiological emergency at Limerick. If the witness
13 doesn't have any particular knowledge of that, I don't think
14 he'll be able to answer it, but I think because the school
15 district has made an opinion or made a commitment, I believe
16 that he does likely have some opinion regarding that.

17 MR. RADER: Your Honor, the application or affect
18 of the agreement necessarily implies an interpretation of that
19 agreement.

20 JUDGE HOYT: Let's see what the witness' knowledge
21 is, Mr. Rader. The objection will be overruled.

22 THE WITNESS: As I understand it, the negotiated
23 contract requires that the district offer extra bus runs
24 to the drivers on the seniority basis. The implication of
25 that is that if the assignment occurred outside of the regular

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1 duties of the part-time drivers or beyond the regular day for
2 the full-time drivers, that the drivers would have some
3 discretion in accepting that assignment.

4 BY MS. ZITZER:

5 Q Do you believe they would -- that your drivers would
6 be obligated according to the present employment -- excuse
7 me; strike that.

8 Do you believe that your drivers would be obligated
9 according to the present terms of their employment to accept
10 an assignment of driving a school bus into the ten-mile radius
11 around the Limerick Generating Station in the event of a
12 radiological emergency at Limerick?

13 A No.

14 Q Are you aware of whether or not any kind of training
15 or orientation program has been offered to be made available
16 to your school district for the drivers by either the
17 Montgomery County Office of Emergency Preparedness or Energy
18 Consultants?

19 A Training program has been offered.

20 Q Has such a training or orientation program been
21 held?

22 A No.

23 Q Is there any particular reason why it hasn't been
24 held?

25 A I think only that the level of planning has not --

kw7

1 that has not yet been accomplished. In other words, I think
2 that the first phase data collection has been accomplished and
3 resources have been identified and basic capabilities have
4 been described, and this is notwithstanding the form I signed,
5 I think that there are more planning and more specifics have
6 to be developed before that training would be seen to be
7 appropriate.

8 MS. ZITZER: I have no further questions.

9 JUDGE HOYT: Very well. Mr. Rader, do you have any?

10 MR. RADER: Yes, I do.

11 JUDGE HOYT: Very well, you have 60 minutes.

12 CROSS-EXAMINATION

13 BY MR. RADER:

14 Q Is it Dr. Brown?

15 A Your choice, yes.

16 Q Dr. Brown, did you state that from your knowledge
17 there had been numerous discussions between Mr. Bigelow's
18 office from the Montgomery County Office of Emergency
19 Preparedness and your transportation coordinator I believe
20 you identified as Mrs. Norma Withsosky; is that correct?

21 A That's correct. There had been several discussions.
22 Mrs. Withsosky was informed regarding the planning to the level
23 that it's progressed to date in the county.

24 Q Do you know whether in coordination with those
25 discussions Montgomery County provided Mrs. Withsosky with a

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1 transportation survey form to fill out to provide the
2 requested information which would enable the county to determine
3 what resources could be made available from your school
4 district?

5 A I have the original before me, and I think that
6 form has been updated.

7 Q I'm going to show you a document which I have just
8 shown to Representatives and Counsel of the parties entitled
9 Montgomery County Office of Emergency Preparedness Bus
10 Transportation Provider Survey dated March 22, 1984, and ask
11 you whether this is the document to which you referred when you
12 said it was an initial survey.

13 A That's correct, that's the one I have.

14 MR. RADER: Your Honor, I would ask that the
15 document identified by the witness be marked for identification
16 as Applicant's Exhibit E-87.

17 JUDGE HOYT: The document as previously described
18 by Counsel will be marked as Applicant's Exhibit E-87 for
19 identification.

20 (The document referred to was
21 marked as Applicant's Exhibit
22 No. E-87 for identification.)

23 BY MR. RADER:

24 Q Did I understand you to say there had been an
25 update of this information, sir?

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1 A I have a form that was written over. It's still
2 dated March 22, which updates our buses and the type of gasoline,
3 the type of fuel used and I think this was sent in by virtue of
4 a request from Mr. Bigelow asking for updated information.

5 Q And from the document which you have described,
6 would you tell me what change -- would you compare it to the
7 previous format and tell me what changes, if any, were made?

8 A Instead of indicating 3 60-passenger buses, we
9 indicated 2 60-passenger and 1 78-passenger, and instead of
10 indicating five gasoline, we have four gasoline, and instead
11 of 15 diesels, we have 16 diesels.

12 Q And to your knowledge, was the latter form which
13 you identified mailed to the Montgomery County Office of
14 Emergency Preparedness?

15 A As far as I know, it was.

16 Q And you stated this came in response to a request
17 for updated information by the Montgomery County Office of
18 Emergency Preparedness?

19 A As I understand it.

20 Q May I see the document which you have with you which
21 provides that request?

22 A Yes.

23 Q Sir, you have shown me a letter dated April 2, 1982,
24 from Mr. Bigelow to Mrs. Withsosky. Was this a letter which
25 returned to Mrs. Withsosky to review the original form she

1 submitted for the updated information which you just gave
2 to me?

3 A I think the original form.

4 Q It was for the original form? Was there a subsequent
5 letter sent by Montgomery County requesting updated information
6 to the best of your knowledge?

7 A Beyond April 2d -- I do not have a copy. There may
8 have been. Here it is. Yes, it is. Excuse me, there's an
9 updated -- I have a letter dated September 7, 1984, to Mrs.
10 Withsosky.

11 Q I would like you to compare that to a letter dated
12 September 7, 1984, to Ms. Leona Flood, previously marked
13 as Applicant's Exhibit E-76, and tell me whether you find
14 those letters to be the same.

15 A They appear to be the same.

16 Q Except of course that the letter which you have
17 is addressed to Ms. Withsosky?

18 A That's correct.

19 Q And does the letter dated September 7, 1984,
20 to Mrs. Withsosky offer a 90-minute training program for
21 your drivers?

22 A It does.

23 Q And does it request that you or that your represen-
24 tative schedule a training session or obtain any further
25 information from the Montgomery County Office of Emergency

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1 Preparedness, if you need it?

2 A Offers in the last paragraph, if you would like to
3 obtain any more information or schedule a training session ---

4 Q You have been shown a copy of the Montgomery County
5 plan and asked to examine certain information relating to your
6 school district. Would you please compare the information on
7 the form which is marked Applicant's Exhibit E-87 with regard
8 to buses and drivers and advise me whether those two are the
9 same?

10 A The forms are the same.

11 Q Sir, what I am asking you is to examine the informa-
12 tion in the Montgomery County plan for your school district,
13 Upper Dublin.

14 A Yes.

15 Q As regards the statement there of driver and bus
16 availability, compare that with the information in the form
17 which Mrs. Withsosky provided to the Montgomery County Office
18 of Emergency Preparedness.

19 A Appears to be the same.

20 Q Do you want to check any further to make sure
21 the information is the same?

22 A Fine.

23 Appears to be the same.

24 Q Did you discuss with Mrs. Withsosky the information
25 contained in the survey form which is dated March 22, 1984, and

kw12

1 which she submitted to Montgomery County?

2 A Primarily discussion was after I received the
3 subpoena.

4 Q Did you discuss with Mrs. Withsosky the fact that
5 she was going to provide such information to Montgomery County?

6 A I sent her the material, and I asked her to fill it
7 out and send it in.

8 Q In other words, it was your understanding that Mrs.
9 Withsosky was a reliable and competent employee of your
10 district who could be trusted to competently and accurately
11 provide that information; is that correct?

12 A Correct.

13 Q I believe you testified that you intend to take
14 some further action in bringing to the attention of your school
15 board the agreement which you signed on April 24, 1984, with
16 the Montgonery County Office of Emergency Preparedness; is that
17 correct?

18 A I would expect that as the plans develop in the
19 county that I would bring information to our board of education
20 and ask them to ratify any formal agreements to provide
21 equipment and drivers under very specific conditions.

22 Q What further information would you be requesting
23 from Montgomery County?

24 A I would be requesting the manner, the specific
25 manner by which we would be contacted to make sure that the

kw13

1 request was from an authorized source. I would be requestir
2 specific training sessions, I would have rehearsals for drivers
3 to assigned schools. I would have the vehicles equipped
4 with radios. I would have the drivers knowing who was going
5 to go under what conditions. I would know which drivers would
6 not go. I would know the extent of the authority I would have
7 at a higher level of organization and information than I am
8 at this time.

9 Q Which of those concerns if any did you express to
10 the school board or to Ms. Withsosky or anyone else at the
11 time you signed the agreement on April 24, 1984?

12 A I expressed few, if any, of those concerns.

13 Q Which concerns did you express and to whom did
14 you express them?

15 A If any, I expressed them to Ms. Withsosky.

16 Q Which concerns did you express to her at that time?

17 A What is the status of the transportation, and
18 can we meet these commitments as well as take care of our own
19 youngsters, and the answer was, yes.

20 Q Her answer was yes?

21 A That's correct.

22 Q That's with regard to the information she provided
23 in the survey form which you previously identified; is that
24 correct?

25 A Correct.

kw14

1 Q Do you intend to contact Montgomery County with regard
2 to the concerns which you have just expressed?

3 A I intend to contact Montgomery County and to get
4 more specific information if the data we filed is to have any
5 meaning.

6 Q And once you have made that contact and obtained
7 the necessary information from Montgomery County, is it your
8 intention to recommend to the school district that it ratify
9 your agreement?

10 A No, it won't ratify my agreement, it will ratify
11 I think an agreement that is more specific than the general
12 intention to provide our district resources in the event of
13 an emergency in Montgomery County, which would be to ratify
14 a plan, and I don't have a plan right now.

15 Q Was it your understanding when you signed the
16 agreement that you were going to obtain a plan as such for
17 your district?

18 A No, it was my understanding that I provided basic
19 information that would go into a plan that would be
20 developed on the county level to provide emergency service.

21 Q Is it your understanding that any school district
22 outside the EPZ which provides bus services to schools within
23 the EPZ will develop what you described as a plan?

24 MS. ZITZER: Objection ---

25 MR. RADER: If he knows. If he has been advised.

kw15

1 He said he wanted to get a plan of some kind.

2 JUDGE HOYT: I think that's an appropriate question.
3 Your question is overruled, Ms. Zitzer.

4 THE WITNESS: My understanding only goes to my own
5 district as to what I have done to date in providing basic
6 information. I think generally, I am unfamiliar with what the
7 total planning effort is. I am becoming more familiar with
8 it, however.

9 BY MR. RADER:

10 Q Have you been advised by Montgomery County or any
11 other planning official that a plan will be provided to you
12 regarding your district, and I mean a plan in the formal
13 sense that you have a Montgomery County plan in front of you
14 now?

15 A I have a Draft No. 7, a Montgomery County
16 Radiological Emergency Response Plan, for instance, at the
17 Limerick Generating Station, dated October 1984.

18 Q Yes, is it your understanding that a plan -- that
19 Montgomery County advised you or any other planning official
20 responsible for emergency planning in the Commonwealth of
21 Pennsylvania advised you that a plan such as that would be
22 prepared for your school district?

23 MS. ZITZER: Objection; that wasn't his testimony.

24 MR. RADER: I'm asking if he was so advised by any
25 Montgomery County official or any other emergency planning

kwl6

1 official in the Commonwealth.

2 THE WITNESS: No.

3 JUDGE HOYT: The objection is overruled and the answer
4 will be regarded.

5 BY MR. RADER:

6 Q Dr. Brown, I'm going to read you a portion of the
7 testimony provided yesterday by Dr. Kowalsky in response to
8 a question which I asked him. Do you know who Dr. Kowalsky
9 is?

10 A Yes.

11 Q Who is he?

12 A Superintendent of schools.

13 Q Which school district?

14 A Wissahickon School District.

15 Q Dr. Kowalsky testified at page 16,211 of the
16 transcript of yesterday to my question, "Both the superintendent
17 and the board members are sworn to uphold the constitution of
18 the Commonwealth and its laws and also to serve the public
19 of the entire Commonwealth, both inside their county and
20 outside, and during discussion with the school board, one of
21 the things that was indicated was that state officers felt
22 rather strongly that they had to make the public financed
23 facilities of the school district available to assist
24 anyone."

25 I ask you, sir, whether that is consistent or

kwl7

1 inconsistent with your views.

2 A It's consistent.

3 Q Would you as superintendent of a public school
4 district even in the absence of a formal written agreement
5 during a declared emergency provide resources or recommend
6 that resources of your school district be provided to any
7 governmental agency who requested them to assist disaster
8 victims?

9 A Yes.

10 Q I think you testified that it's your intention to
11 obtain training for your bus drivers; is that correct?

12 A It's my intention to go further with the plans that
13 have been developed to determine the exact commitments of the
14 district and the relationship of those commitments to the
15 mission that we currently have with our own youngsters,
16 and I think to the extent that the district has the ability to
17 provide services and not simply to indicate the census of its
18 resources, that I would attempt to go further with training
19 of the drivers and getting more information about what our
20 specific involvements are and what our resources are under
21 specific conditions.

End 9

1 MMmm

1 Q Regarding the performance of the assignments in
2 actual emergency, what do you envision as what assignments
3 the bus drivers would be asked to carry out?

4 A Ask me the question again?

5 Q What is your contemplation of what the bus
6 drivers would be asked to do in an emergency if they were
7 called upon to evacuate school children from another school
8 district because of a radiological emergency at Limerick?

9 A Once more, try it again. I was answering another
10 question while you were asking that question.

11 Q What is your understanding of what the
12 responsibilities of a school bus driver would be in carrying
13 out a request by another school district to evacuate school
14 children in the event of a radiological emergency at
15 Limerick?

16 A As I indicated in my previous testimony, the
17 school bus driver would have a voluntary responsibility. He
18 would not be -- I would not have the power unless that was
19 granted to me by higher governmental agency to direct that
20 person to drive that bus.

21 The conditions under which I would work with
22 those drivers is indicated in the current negotiated
23 contract.

24 Q And in effect, in performing that assignment, the
25 bus driver would do what? He'd pick up a bus from your

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1 school district, drive the bus that he was already in, he
2 would take it to a transportation staging area, he would
3 report to an assigned school district, pick up children at
4 an assigned school building and drive them back to the host
5 facility.

6 Isn't it simply that?

7 A No, it is not.

8 MS. ZITZER: Objection.

9 JUDGE HOYT: What's the grounds for your
10 objection, Ms. Zitzer.

11 MS. ZITZER: I think the witness testified he
12 wasn't familiar with what the plans included. I think he is
13 free to answer the question with regard to any information
14 he has knowledge of.

15 But, I don't think he has knowledge of that.

16 JUDGE HOYT: Always that's the requirement,
17 Ms. Zitzer. If he can't answer it, he has, of course, the
18 ability to so reflect that.

19 Do you want to respond, Mr. Rader?

20 MR. RADER: I don't think so.

21 JUDGE HOYT: The objection will be overruled.

22 BY MR. RADER:

23 Q Can you answer the question, sir?

24 A I think there is much more than that.

25 Who is the person that is making the request for

1 MMmm

1 the resources.

2 Q Why does the bus driver have to know that?

3 A The bus driver doesn't get into the bus until
4 somebody knows that.5 Q I'm focusing upon the elements which would be
6 required for the bus driver training. Let's focus on that
7 for a second.8 The bus driver is going -- I am trying to test
9 your knowledge of what your understanding is of what the bus
10 driver will be doing. I want you to state whether you agree
11 or disagree with my description of the bus driver's
12 responsibilities.13 The bus driver will be notified. He will either
14 be in his bus, or he will get to a bus. He will drive the
15 bus to a transportation staging area. He will then be told
16 to report to a particular school building within the EPZ.
17 He will report to that building. The students will be
18 placed on the bus and he will take them to a host facility
19 outside the EPZ.20 Is that consistent with your understanding of
21 what the bus driver would actually do if called upon to
22 fulfill a request in the event of an emergency at Limerick?23 A Is the question what would a bus driver -- what
24 would bus driver training entail?

25 Q No, sir, the question is what would a bus driver

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1 actually do in an emergency, if he had to respond?

2 A If a bus driver had to respond in an emergency?

3 Q Yes.

4 A The bus driver would respond on the direction of
5 somebody in the district, or somebody who he has designated
6 to receive instructions from.

7 I suppose so. I suspect that there might be
8 other aspects that would go into the training, such as if
9 certain routes were already closed, whether alternative
10 routes should be used. And, what should happen under other
11 varying conditions.

12 I suspect that the behavior of the bus driver
13 would be a little bit more complex than you describe it in
14 the sense of actually carrying out or being prepared carry
15 out an assignment.

16 Q You are characterizing the training. What I am
17 trying to get at, Dr. Brown, if I could, is what elements
18 you believe presently you need more knowledge about, in
19 order that bus driver training be provided to the drivers?

20 We all agree that drivers have to be told about
21 their routes and provided much other information. But you
22 seem to be of the view tht the bus driver training couldn't
23 proceed now until something else had been learned. And that
24 is what I am trying to find out.

25 A And I am trying to follow your question, as to

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1 where you are going.

2 I would go back to the previous part of the
3 testimony where I characterized the planning as having
4 evolved to a certain point in the county, as far as I am
5 concerned. And I think that I would be awaiting further
6 developments in the plan to provide for services in the
7 event of -- further than it is right now. I do not feel
8 that where we are at this particular time, that I have a
9 plan that could be implemented successfully under emergency
10 conditions.

11 Q This is exactly what I am trying to find out.
12 What else do you need to know before you feel
13 the bus drivers are ready to be trained?

14 A Okay. What I think I need to know -- what I
15 think I need to know is what kind of communication was going
16 to come into the district, who was going to receive that
17 communication, who was going to authorize this
18 communication, whether we were going to have our drivers
19 drive, whether we were going to have, as was suggested to
20 Mrs. Withsosky in some of the suggestions when this data was
21 going to be -- was being collected, whether the police force
22 from the local area was going to be assigned to drive the
23 buses.

24 I do not feel at this particular time that I am
25 prepared to dispatch these buses in a knowledgeable way so

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1 that they can provide the mission for which they have been
2 assigned.

3 Q Dr. Brown, don't you think you can make a fair
4 distinction between the kinds of details which you need to
5 know to make your recommendation to the School Board and the
6 kinds of details which the School Board would need to know
7 in order to ratify the plan, as opposed to the kind of
8 information that the bus drivers would need in order to
9 carry out their assignments?

10 A What I would ratify right now would be the
11 sentiment expressed by Dr. Withsosky, that the public school
12 district resources were available in any kind of emergency
13 to help anyone. And I would specify those resources, as I
14 have specified them right now.

15 Q Sir, could you please answer my question.

16 A What was the question?

17 Q The question was, can you not make a distinction
18 between the kind of information which your school district,
19 or which you would need personally, to feel comfortable in
20 agreeing to this proposal, as opposed to the kind of
21 information the bus drivers would need to carry out their
22 assignments.

23 Is there a distinction there?

24 A There is a distinction.

25 Q And isn't the knowledge as to who would

1 communicate with whom, and who would authorize the drivers
2 to take up their assignments, isn't that kind of information
3 that the school authorities would need as opposed to the bus
4 drivers?

5 A The answer is yes. Caveat.

6 Q Are you finished, sir?

7 A No. There is a caveat.

8 I think that the school bus drivers asked me the
9 questions yesterday as to liability, as to responsibility
10 that I could not answer, because those issues had not been
11 raised and discussed in the sense of a policy issue. And
12 those issues would have to be answered if I were to train
13 drivers as offered in the letter. I would have to be able
14 to provide answers to the drivers regarding liability and
15 responsibility.

16 Q Are you aware of the provisions of the
17 Pennsylvania Emergency Planning Services Act, sir?

18 A No.

19 Q So you are not familiar with any provision of
20 that statute which excludes liability on the part of any
21 person performing emergency services pursuant to that
22 statute, are you?

23 A That's correct.

24 MS. ZITZER: Objection. I don't think it has
25 been established --

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1

MR. RADER: I am about to.

2

MS. ZITZER: I don't think it has been

3

established. That is your characterization of the statute,

4

Mr. Rader. I think that is your interpretation of it.

5

MR. RADER: Let's ask the witness, then.

6

JUDGE HOYT: I believe this is the line that he

7

is going to go into, Ms. Zitzer.

8

If that is your objection, I will overrule it.

9

BY MR. RADER:

10

Q Sir, I show you a document entitled Pamphlet Law

11

1332, known as the Pennsylvania Emergency Management

12

Services Act.

13

(Document shown to parties and handed to

14

witness.)

15

In particular, I call to your attention Section

16

7704 of that statute. Would you review that briefly, sir?

17

(Witness reading document.)

18

A I have reviewed it briefly.

19

Q Based upon your review of that statute, sir, do

20

you have any opinion as to whether or not a bus driver could

21

be held liable for any action taken by him in conducting a

22

bus evacuation of students from the Limerick EPZ in the

23

event of an emergency?

24

A I certainly would ask my solicitor to answer that

25

question specifically, or any other question that I had

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1 regarding liability or responsibility.

2 Q Have you asked your solicitor that question?

3 A No, I have not.

4 Q Do you intend to?

5 A I expect that as we proceed, I will be asking my
6 solicitor a number of questions.7 Q Have you sought an opinion from -- based upon
8 that statute -- from the Montgomery County Office of
9 Emergency Preparedness?10 MS. ZITZE: Objection. He stated that he wasn't
11 familiar with that statute. How could he have asked that?12 JUDGE HOYT: Ms. Zitzer, he just asked him if he
13 had sought an opinion. Not what the opinion is. Not
14 secondhand information which we went through earlier today.

15 This is just, did he seek an opinion.

16 MS. ZITZER: He said he didn't know about it.

17 JUDGE HOYT: He can still ask him if he sought an
18 opinion.19 The objection is overruled and the witness may
20 answer the question, if he remembers it.

21 THE WITNESS: No.

22 BY MR. RADER:

23 Q Have you sought an opinion from the Pennsylvania
24 Emergency Management Agency on that?

25 A No.

1 MMmm

1 Q Have you sought an opinion from the State
2 Attorney General?

3 A No.

4 Q Do you think any of those agencies, or the
5 Attorney General would be able to provide you with an
6 opinion as to the applicability of that statute to your bus
7 drivers?

8 A Any question I have regarding that matter would
9 be referred to my solicitor.

10 Q When do you intend to do that, sir?

11 A When it is appropriate.

12 Q When do you think it will be appropriate?

13 A When the level of planning as to our commitment
14 in emergencies becomes clarified and better organized.

15 Q I believe you stated that you spoke to a number
16 of bus drivers.

17 Did any of the bus drivers with whom you spoke
18 state that they would refuse to respond upon request in the
19 event of an emergency at Limerick?

20 A Bus drivers typically don't talk to me that way.
21 They express their concern about the appropriateness of an
22 assignment and how much responsibility I would be willing to
23 assume in a personal or corporate way for anything that
24 happened to them as regards to their family and their
25 livelihood.

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1 Q You say as regards to their families.

2 Did any of them express concerns for their
3 family?

4 A About their families?

5 Q Yes.

6 A Yes.

7 Q And do those individuals live within the
8 Emergency Planning Zone?

9 A Not the families, but some had relatives.

10 Q I see, so they were concerned about their
11 relatives but not their immediate families?12 A No, they were concerned about their immediate
13 family.

14 Q In what sense, sir?

15 A As to what would happen if there was not someone
16 to earn a livelihood.17 Q Oh, I see. They were concerned they might die as
18 a result of their activities, is that correct?

19 A It may be .

20 Q Is it your understanding that the purpose of the
21 school bus evacuation under the plans which you have
22 reviewed, would be to evacuate the students from school
23 districts within the EPZ as a protective measure prior to
24 the release of any radiation from the Limerick facility in
25 the event of an accident there?

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1 MS. ZITZER: Objection.

2 He has previously testified that he hasn't
3 reviewed any plans.

4 MR. RADER: I am asking for his understanding,
5 either yes or no.

6 JUDGE HOYT: Objection overruled.

7 THE WITNESS: I have little or no understanding of
8 the specifics of the assignment.

9 BY MR. RADER:

10 Q No, sir, I am not asking about the specifics of
11 the assignment as such.

12 I am asking whether or not it is your
13 understanding that those assignments are made for the
14 purpose of evacuating children from risk areas within the
15 EPZ prior to the release of any radiation from the Limerick
16 Generating Station in the event of an accident.

17 A I will attempt to be helpful. I understand that
18 is one of the purposes and one of the sets of conditions.

19 Q Did you communicate that to the bus drivers?

20 A My conversations with the bus drivers were really
21 not that systematic.

22 But, I think the major question that they asked
23 me that touches on your question is, how would I know if I
24 released them, under what conditions I was releasing them?

25 Would I have the information about the situation

1 MMmm

1 into which I was sending them?

2 That is the question they asked me. Whether it
3 was rhetorical, or whether it was a request for specific
4 information, it was the question that was asked.

5 Q Well, is it your understanding that based upon
6 your knowledge of the circumstances, you would make an
7 independent judgement as to whether it was a good idea to
8 send those drivers into --

9 A No, I have no idea under an operating plan who
10 would make the judgment.

11 I would suspect the judgment would be made and a
12 request would be made.

13 Their question to me was not an authority
14 request. Their request was, would I know under what
15 conditions I would be sending them. Not whether they would
16 go based on the information that I had.

17 Q And wouldn't that be exactly the kind of
18 information that would be provided to the bus drivers during
19 training sessions?

20 A I have no idea.

21 Q Assuming that that information were covered in a
22 training session, would it address and alleviate that
23 concern on the part of the drivers with whom you spoke?

24 A It possibly could. And it might exacerbate their
25 concern, the discussion.

1 Q The information given to them would exacerbate
2 their concerns?

3 A It possibly could.

4 Q Did they tell you that?

5 A Did who tell me that?

6 Q Did the bus drivers tell you the more information
7 they received, the more their concerns would be elevated?

8 A No.

9 MR. RADER: No further questions.

10 JUDGE HOYT: Ms. Ferkin, 20 minutes.

11 BY MS. FERKIN:

12 Q Dr. Brown, I just have a few questions for you.
13 Does Upper Dublin School District own its
14 vehicles?

15 A Yes.

16 Q So it owns 20 school buses?

17 A It owns 30 vehicles, as the census indicated.

18 Q Okay, sir.

19 JUDGE HOYT: Excuse me, Ms. Ferkin, I erred.
20 That is 30 minutes you are allowed.

21 MS. FERKIN: Thank you, I don't believe I will
22 even need 20. I thank you anyway.

23 BY MS. FERKIN:

24 Q Dr. Brown, you have indicated several times that
25 the School Board, you believe would have to ratify your

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1 commitment of resources to Montgomery County's Office of
2 Emergency Preparedness.

3 Is that correct?

4 A My concern is that the community through the
5 School Board action on this matter, would be a means by
6 which I would provide my own community with what would
7 happen under certain kind of conditions, if we were to
8 provide the service.

9 So that the action taken by the Board would be a
10 part of our public relations program that would enhance our
11 support of any kind of an emergency within Montgomery
12 County.

13 But, in the sense of, is it required before we
14 provide the service, the answer is no.

15 Q I see. So, if Montgomery County called you
16 tomorrow to provide buses to evacuate a school or a nursing
17 home in another part of Montgomery County because of a flood
18 or a fire or whatever, you could do so under the agreement
19 marked LEA Exhibit E-11?

20 A The answer is yes. I am assuming it would be a
21 verifiable request for information. A legitimate request
22 for information.

23 Q So in other words, you would consider yourself
24 obligated under the agreement we have just been discussing,
25 to so provide?

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1 A That's correct.

2 MS. FERKIN: I have no further questions.

3 JUDGE HOYT: The same time limits, Mr. Hassell,
4 30 minutes.

5 MR. HASSELL: Thank you, Judge Hoyt.

6 BY MR. HASSELL:

7 Q Good afternoon, Dr. Brown, my name is
8 Mr. Hassell, counsel for NRC Staff. I think I only have one
9 or two questions.10 I believe you testified earlier that one of the
11 concerns you had was equipping the buses with radios. Is
12 that correct?

13 A That is one of my concerns.

14 Q Do any of the vehicles that the school district
15 now owns have radios?16 A We have a few CB radios, and I am not sure what
17 the census is on that. Four to six of the 30 buses, I would
18 say, have CB radios. And I am not sure of those numbers,
19 but we do have some CB capability.20 Q Do you know whether the four to six buses could
21 be dispatched in such a way that they could travel with
22 other buses so that there is some central communication
23 point?24 A I guess that is my problem. I think that the
25 census indicates a readiness to respond, but is not

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1 qualified. And my concern is that the information provided
2 back should be more extensive in the sense of the time it
3 would take and the resources that would be available and
4 under what conditions and so forth.

5 I think that that -- and as a result of the
6 subpoena -- if I may answer this way -- as a result of the
7 subpoena I began to look extensively as to our capability to
8 react in a meaningful and appropriate way to accomplish our
9 mission. And I think that we are lacking that state of
10 readiness at this particular point, and we will be taking
11 steps, for example, equipping our buses with fm radios,
12 training the drivers. We will begin to fill in what I
13 consider to be some very inadequate gaps in our capability
14 to respond under all conditions at any time.

15 I don't think that we have really mobilized our
16 resources to the point of providing effective services.

17 Q Let me just ask one followup question on that.

18 Is it your intention to equip the buses with the
19 kind of radios that allow the drivers to initiate
20 communication with school districts?

21 A Yes.

22 Q I would like to clarify something I believe you
23 said earlier, that a majority of the bus drivers do not have
24 children.

25 What is the basis for this statement?

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- 1 A Their age.
- 2 Q Their age? You mean the age of the children?
- 3 A The age of the bus drivers.
- 4 Q The bus drivers. Okay.
- 5 A A number of them are grandparents, or grandparent
- 6 age.
- 7 Q I understand. You defined the age earlier.
- 8 There is one other area I would like you to
- 9 clarify for me.
- 10 I believe, in response to your examination by
- 11 Mr. Rader, you provided some updated information.
- 12 A That's correct.
- 13 Q I would like to have you quickly indicate whether
- 14 the numbers I have are correct.
- 15 Did you indicate that for gasoline type vehicles,
- 16 the number changes from 5 to 4?
- 17 A Yes.
- 18 Q That for diesels, from 15 to 16?
- 19 A Yes, that's correct.
- 20 Q Did you give some numbers with respect to the
- 21 passenger buses? Would you give those numbers again,
- 22 please?
- 23 A The original form dated March 22, 1984 listed
- 24 three 60-passenger buses. Three of the 20 vehicles were
- 25 60-passenger buses. And the information in the update,

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1 that of those three vehicles, one of them has a capacity for
2 78. 78 children and 50 adults.

3 MR. HASSELL: If I may just have about 30
4 seconds, I think I am through.

5 (Pause.)

6 I have no further questions.

7 JUDGE HOYT: Very well.

8 Ms. Zitzer, it is your turn. You have 30 minutes
9 for redirect.

10 MS. ZITZER: Thank you.

11 REDIRECT EXAMINATION

12 BY MS. ZITZER:

13 Q Dr. Brown, I believe you testified that someone
14 had informed Mrs. Withsosky that there might be a situation
15 where a police force, local police might assist in driving
16 buses in the event of an emergency.

17 Is that correct?

18 A As I understand, Mrs. Withsosky indicated when I
19 attempted to determine from her the manner in which bus
20 drivers would be assigned, who would drive and under what
21 conditions, including all possibilities, her response to me
22 was that this is a matter that was under discussion with
23 Mr. Bigelow, and he was considering or had discussed with
24 her or left her with the impression that there would be a
25 possibility that the police would be assigned to drive our

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1 buses.

2 Her concern was that if that were to be the case,
3 that there should be some training of the policemen in that
4 they couldn't immediately just pick up those buses and
5 drive, that they would need to undergo some kind of
6 training.

7 So, her answer to me -- and I simply, in order to
8 be prepared to respond as to how we would respond, began, I
9 think, to ask her very specific questions in order to be
10 confident that we could deliver our service, not just make
11 them available.

12 So the answers that I got was that -- led me to
13 believe that there were a number of other issues to be
14 resolved before we could, in fact, go, and go in some kind
15 of meaningful fashion.

16 Q Do you have any knowledge of whether or not it
17 was Mr. Bigelow that provided this information to
18 Mrs. Withsosky regarding the use of local police forces to
19 assist in driving buses?

20 A As I understand it, that is what she told me.

21 Q Okay.

22 Do you have any recollection as to when she
23 informed you that she had been provided with that
24 information?

25 Approximately?

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1 A Just recently when I began to question her in
2 order to respond.

3 Q Did she provide you any indication of when she
4 became aware of that information?

5 A No.

6 Let me, if I may, provide some information?

7 Q I would appreciate that.

8 A One of our County Commissioners had written
9 directly to me in a letter dated November 15, Rita Banning,
10 I believe, and asked about the information that was in the
11 County Plan, Draft No. 7, and were we sure we could provide
12 the service.

13 I turned the letter over to Mrs. Withsosky and
14 said to her, would you prepare a response. I was sure we
15 could respond to the condition.

16 And, I don't know if I have Mrs. Banning's letter
17 here or not.

18 Q I have a copy, if it would help.

19 A What Mrs. Withsosky did, was then to go to the
20 drivers -- and she did not respond to the letter for me.
21 What she did was, to get me the names of --

22 (Witness referring to document.)

23 -- this is a memo dated November 17, 1984, that I
24 wrote to Mrs. Withsosky:

25 "Attached letter regarding provision of buses

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1 and drivers for Limerick evacuation. Please draft
2 a response to the attached letter and prepare for
3 my signature. Thank you for your help."

4 What Mrs. Withsosky did, was to go to the drivers
5 with the questions asked by Mrs. Banning, and get the names
6 of drivers who would drive under the conditions asked in
7 Mrs. Bannings' letter.

8 MR. RADER: May counsel have an opportunity to
9 see the memo which the witness has referred to?

10 JUDGE HOYT: Yes.

11 And, Ms. Zitzer, you may wish to see it as well,
12 Mr. Hassell, and Ms. Ferkin.

13 (Document shown to all counsel.)

14 BY MS. ZITZER:

15 Q Do you have any knowledge of what information was
16 provided to those drivers when they indicated that they
17 might be willing to drive in the event of a radiological
18 emergency?

19 A No.

20 MR. RADER: Objection. The form of the question
21 is improper.

22 I believe the letter states that they would be
23 willing to drive.

24 MS. ZITZER: My question wasn't related
25 specifically to the letter.

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MR. RADER: Your question -- Your Honor, the

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question set the premise that drivers might be willing --

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had expressed a willingness, that they might be willing to

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drive. When, in fact, I believe the memorandum states that

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they would be willing to drive.

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JUDGE HOYT: All right, Ms. Zitzer.

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MS. ZITZER: I will rephrase the question.

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JUDGE HOYT: Rephrase it, then. I think that

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will get us out of our problem.

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1 Q The question is that do you have any knowledge what
2 information was provided to the drivers when they were asked
3 whether or not they would be willing to drive their buses into
4 the emergency planning zone for the Limerick Generating
5 Station in the event of a radiological emergency.

6 A No. I sent Ms. Withsosky Rita Banning's letter and
7 asked her to prepare a response, a draft for me, and she did
8 not do that. She gave me the list of names of the drivers
9 who would drive in response to the letter of Rita Banning.

10 Q Do you believe that based on having that list of
11 drivers that you are presently capable of responding to a call
12 to provide the number of buses and drivers requested or that
13 might be requested according to the assignment contained in the
14 copy of the Montgomery County Radiological Emergency Response
15 Plan which you reviewed?

16 A My testimony indicates that I am not comfortable
17 with the planning that's been done, that the district would
18 be able to provide under all the conditions that could exist
19 the drivers and the buses for an emergency. I am not
20 comfortable that that has been accomplished. I do not have
21 trained drivers. I do not have a communication network. I
22 do not have an understandable way of responding, of getting
23 the bus garage open, of answering all the specific questions
24 that would happen if there was a call that came in and that
25 this could be accomplished in an orderly fashion. I have a

1 response, however, to Mrs. Banning's letter that Ms.
2 Withsosky provided.

3 MS. ZITZER: I have no further questions.

4 MR. RADER: Your Honor, again, I realize this is
5 unusual, but there was a new document which came up during
6 the ---

7 JUDGE HOYT: I realize that, and Ms. Zitzer and Mr.
8 Hassell will be provided a very brief examination, if any,
9 on this new information.

10 MS. ZITZER: LEA would wish to note an objection for
11 the record.

12 JUDGE HOYT: To what, Ms. Zitzer? The fact that
13 they are being afforded an opportunity to examine on a new
14 piece of information or the document itself?

15 MS. ZITZER: It was previously testified by the
16 witness regarding the availability of drivers. I believe
17 that was information they were aware of previously.

18 JUDGE HOYT: If that's your objection, the objection
19 is overruled.

20 RE CROSS-EXAMINATION

21 BY MR. RADER:

22 Q Dr. Brown, was it your testimony that in response
23 to your question to Ms. Withsosky you received a memorandum
24 from her dated November 27, 1984, providing you with a list of
25 19 names of bus drivers who stated that they would be willing

1 to respond to a request for assistance in a radiological
2 emergency?

3 A Most of your question is -- my memo here is dated
4 November 27; her response was sometime after that.

5 Q I see.

6 A She just wrote on my memo and returned it to me.

7 Q I see, sir, and do you know whether -- when she
8 responded?

9 A Within the last week.

10 Q Sir, understanding that you have probably brought
11 with you your copy, we don't have copies; would you mind if
12 we borrowed this and returned this to you after we have
13 marked it as an exhibit?

14 A No.

15 Q Would you mind if we wrote an exhibit number on
16 this?

17 A No.

18 MR. RADER: I would ask that this particular document
19 identified by the witness be marked for identification as
20 Applicant's Exhibit E-88.

21 JUDGE HOYT: E-88? Very well. The document
22 described by Counsel will be marked as Applicant's Exhibit
23 E-88 for identification.

24 (The document referred to was
25 marked as Applicant's Exhibit

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No. E-88 for identification.)

JUDGE HOYT: Mr. Rader, I would assume that you would provide these copies at the first opportunity?

MR. RADER: We will assume responsibility for distribution to the parties and to the reporters.

JUDGE HOYT: Very well.

BY MR. RADER:

Q How many names are indicated as bus drivers who would respond affirmatively in response to a request?

A There are 19 that are listed.

Q Are those employees of your school district?

A Yes.

Q And is this a number 19 -- strike that.

Is this the basis for your previous testimony that 19 persons indicated that they would perform their assigned duties if requested to do so in the event of an emergency?

A These are the 19 that are indicated in this memo.

Q I believe previously you testified that you had some information that 19 had indicated that they would respond.

A These are the 19.

Q And this was the source of your information?

A That's correct.

Q You stated that Mrs. Withsosky told you something about policemen or firemen acting ---

MS. ZITZER: Objection; this is beyond the scope of

1 that letter.

2 MR. RADER: It's my last question, Your Honor.

3 MS. ZITZER: Objection.

4 JUDGE HOYT: Just a minute, Mr. Rader. What is your
5 question? Let me first get the question, and then you may
6 enter an objection.

7 MR. RADER: My question is whether or not those
8 policemen or firemen identified in Ms. Withsosky's statement to
9 the witness affected in any way this 19 or the information
10 she provided to Montgomery County.

11 MS. ZITZER: What information are you referring to?

12 JUDGE HOYT: You can explore that, Ms. Zitzer, but
13 if there's an objection to the question -- and is there?

14 MS. ZITZER: I don't understand what information is ---

15 JUDGE HOYT: Is there an objection?

16 MS. ZITZER: The objection is that the question is
17 not clear, yes.

18 JUDGE HOYT: Very well, then, the objection is
19 overruled.

20 BY MR. RADER:

21 2 You stated that Ms. Withsosky provided you some
22 information that she had heard something about the possibility
23 that firemen or policemen could be utilized in an emergency
24 to drive buses. Would that affect her response to your
25 memorandum and was it information that affected her response

kw6

1 to Montgomery County when she filled out the transportation
2 survey form?

3 A First of all, the firemen was never mentioned by
4 me.

5 Q I beg your pardon; policemen.

6 A Policemen, and I'm not sure that I'm responding
7 to the question, and you can guide me. The sequences related
8 to this question was a question or it was a letter dated
9 November 15 by Rita Banning to me regarding the guaranteeing
10 of drivers for the buses requested.

11 The next step I took was to draft a memo to Mrs.
12 Withsosky asking her about availability of drivers and to that
13 she responded. Following that, I had a discussion with Mrs.
14 Withsosky about the specifics of the drivers responding,
15 whether all the conditions had been explained to them,
16 whether they would be available 24 hours a day, and I
17 began to become intensive in the questions that I asked her
18 regarding availability of drivers.

19 It was at that time she indicated to me that the
20 issue of drivers being assigned was a matter that was open
21 and the possibility existed that police would be asked to
22 drive the buses. I'm not sure that answers the question.

23 Q When did she tell you that she had received that
24 information from Montgomery County, that policemen might
25 be utilized?

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1 A I'm not sure that she dated it, but the discussion
2 with Ms. Withsosky was in relationship to the subpoena and
3 preparing information to respond to the subpoena so my
4 discussion with Ms. Withsosky is all within this time frame
5 of November 5 to the current time.

6 Q So to the best of your knowledge, did the information
7 that she related to you regarding the possibility that
8 policemen could be utilized to drive buses affect the numbers
9 which she reported previously to Montgomery County?

10 A No, she didn't report these numbers to
11 Montgomery County. She reported these numbers to me.

12 Q I understand that. I'm talking about the numbers
13 she previously reported to Montgomery County.

14 A Which is these numbers in the survey form. No.

15 MR. RADER: No further questions.

16 JUDGE HOYT: Very well. Now, all Counsel will be
17 provided an opportunity, if they wish, to examine on this.

18 I will afford you, Ms. Zitzer, the last opportunity.

19 MS. FERKIN: Commonwealth has a question not
20 specifically on this document but on the communication the
21 witness had from Commissioner Banning; is that permissible?

22 JUDGE HOYT: Yes. I think this is all tied in
23 together because one is contingent upon the other, and it's a
24 fair area of exploration.

kw8

RECROSS-EXAMINATION

1
2 BY MS. FERKIN:

3 Q Dr. Brown, did you respond to the communication
4 you received from Mrs. Banning?

5 A No.

6 Q You didn't respond either in writing or verbally?

7 A No.

8 MS. FERKIN: No questions.

9 JUDGE HOYT: Mr. Hassell?

10 MR. HASSELL: Staff has no questions.

11 JUDGE HOYT: Now, Ms. Zitzer, you may examine if you
12 wish.

13 Ms. Zitzer, it's not only the document there but it
14 is also the communication from Commissioner Rita Banning.

15 MS. ZITZER: I understand. I have no questions.

16 JUDGE HOYT: Very well. The Board has no questions,
17 Doctor. Thank you for your attendance and participation in
18 these hearings.

19 THE WITNESS: Thank you. Will I receive a copy of
20 my memo back?

21 MR. RADER: We will return it to you.

22 JUDGE HOYT: The document will be returned to you.
23 Thank you for your cooperation on that also, Doctor.

24 Anything further?

25 I beg your pardon, there is something further.

1 There are several exhibits that have not been moved into
2 evidence.

3 MR. RADER: I was about to do that.

4 JUDGE HOYT: Go ahead.

5 MR. RADER: At this time, Applicant would move for
6 the admission of Exhibits E-83 through E-88.

7 JUDGE HOYT: Those exhibits have all been marked,
8 and I think everyone ---

9 MR. RADER: Applicant has provided a copy of
10 Exhibits E-83 through E-86 to the Board, the parties and the
11 reporter. We will at the next session provide copies of E-87
12 and E-88.

13 JUDGE HOYT: Very well. Mr. Hassell?

14 MR. HASSELL: I have no objection; however, I don't
15 believe I was provided a copy of E-86.

16 JUDGE HOYT: I think 86 is also one that the Board
17 does not seem to have as well, Mr. Rader.

18 MR. RADER: We'll check that.

19 JUDGE HOYT: Very well.

20 Ms. Ferkin, do you have any objection?

21 MS. FERKIN: No, no objection.

22 MS. ZITZER: I don't believe LEA has 86 either.

23 (Board conferring off the record.)

24 MR. RADER: I see I misspoke myself. We had not
25 in fact provided copies of 86; that's correct.

1 JUDGE HOYT: That's the consensus of the entire
2 group, including the Board, Mr. Rader, so those copies will
3 be provided at the first opportunity, and as I understand it,
4 there are no objections to Applicant's Exhibits E-83 through
5 E-88 for identification; is that correct?

6 Very well, those exhibits previously identified as
7 Exhibits E-83 through E-88 will be received into evidence.

8 (The documents referred to,
9 having been previously marked
10 for identification as Appli-
11 cant's Exhibits E-83 through
12 E-88, respectively, were
13 received in evidence.)

14 JUDGE HOYT: Any additional matters?

15 MS. ZITZER: Yes. LEA spoke with Mr. Roger Tauss,
16 the president of the Transport Workers Union, who was here
17 to testify yesterday. He will be available at 9:00 a.m.
18 on January 3d, if we could schedule him.

19 JUDGE HOYT: Yes, may I have that date again?

20 MS. ZITZER: January 3, at 9:00 a.m.

21 For the information of the parties, the witnesses
22 which LEA intends to call on January 2 are Sandra Hurst,
23 and she is the director of the Upatinas Open Community School,
24 Dr. Paul Beck, who is the superintendent of the Upper Morland
25 School District, Dr. Thomas Davis, who is the superintendent

1 of the Springfield Township School District.

2 JUDGE HOYT: Has he been listed on this?

3 MS. ZITZER: He was the name that was given to
4 the parties previously this week in the event that we got that
5 far with the schedule this week, but we haven't.

6 JUDGE HOYT: Thomas Davis, superintendent of Spring-
7 field Township?

8 MS. ZITZER: Yes.

9 LEA would request an opportunity to communicate
10 with the parties next Wednesday regarding the remaining
11 scheduled LEA witnesses so that the parties can be appraised
12 for preparation before they return January 2. We have been
13 discussing numerour times here the possibility of trying to
14 stipulate to some of the testimony. I think that that
15 opportunity for LEA to review the status of that would facili-
16 tate things and I am concerned that the parties need adequate
17 notice for preparation.

18 JUDGE HOYT: How about -- for January 2 you're just
19 scheduling three witnesses; is that correct?

20 MS. ZITZER: I also believe that Mr. Wilson of
21 SEPTA, who is the representative of SEPTA that's been
22 subpoenaed ---

23 JUDGE HOYT: What is his name?

24 MS. ZITZER: Mr. Wilson.

25 JUDGE HOYT: You will schedule ---

1 MS. ZITZER: I need to confirm the time with him.
2 I would, if needed, I would certainly intend to also call him
3 on the second, but I'm concerned about having been able to
4 get a call to his office to confirm the time. I'm concerned
5 about carrying a witness from Tuesday over to Wednesday
6 morning because Mr. Tauss will have to be on at 9:00, but
7 if it's agreeable to the parties, I would like to arrange an
8 agreed-upon method to be able to communicate with the parties
9 next Wednesday to confirm the schedule.

10 JUDGE HOYT: Conference call?

11 MS. ZITZER: Yes. If that would -- that's assuming
12 that everyone would be available. I can call the other
13 parties individually if that's easier for you.

14 JUDGE HOYT: We ought to leave that to the informal
15 discussions among yourselves. We may not be involved with
16 that, Ms. Zitzer.

17 MS. ZITZER: Will someone be in your office so we
18 could report the information to you so that the Board would
19 also be aware of it?

20 JUDGE HOYT: There's always someone in the NRC office.

21 MS. ZITZER: I want to make sure the Board is appraised
22 of the schedule and would like you to advise me ---

23 JUDGE HOYT: I would appreciate it if you would
24 simply do that in the form of a written communication to my
25 office and you may address it to either me or Dr. Cole or

1 Dr. Harbour.

2 MS. ZITZER: I'm just concerned that you would
3 receive it if it's in your office next week so that you will
4 have the information. Thank you.

5 JUDGE HOYT: Do we have any other ---

6 MS. FERKIN: Commonwealth has two brief matters.
7 As I will be absent at least on a regular basis from these
8 hearings for those two weeks in January, I would simply
9 like the Board to confirm that it indeed okay's that
10 proposal.

11 JUDGE HOYT: It's agreeable as far as we can see.
12 Ms. Ferkin, your absence will be for the week of Janyary 21,
13 as I understand?

14 MS. FERKIN: No, that was when I will return, yes.

15 JUDGE HOYT: And you will leave us on the 1st?

16 MS. FERKIN: I am leaving you now.

17 JUDGE HOYT: This is it?

18 MS. FERKIN: The second regard is the issue of the
19 prefiled testimony, and I am concerned about it with regard
20 to some of the Commonwealth witnesses. There's been discussion
21 these last several days on the record regarding additions to
22 testimony that has already been prefiled. I believe there
23 was some concern that witnesses were being asked to add to
24 their prefiled testimony.

25 JUDGE HOYT: That's correct, and that's not my

1 understanding at all of prefiled testimony.

2 MS. FERKIN: As the Board is aware, the Commonwealth
3 has filed a significant amount of prefiled testimony on various
4 LEA contentions. I have been reviewing that testimony in
5 light of the record we have been developing to this point.
6 It's possible that portions of that prefiled Commonwealth
7 testimony are specifically called into question by certain
8 testimony we have heard today. It is possible that mere
9 clarification of the prefiled Commonwealth testimony would
10 in fact not be enough and so I would ask permission to if
11 necessary supplement the prefiled testimony of particular
12 Commonwealth witnesses on the stand with the proviso that
13 I discuss the scope of that supplemental testimony with the
14 parties before the witness goes on.

15 JUDGE HOYT: Obviously, there's no desire to
16 perpetuate incorrect -- what has now been demonstrated to be
17 evidence that is outdated on the record. The problem of
18 course always lies in the fact that the testimony when you
19 prefile that far in advance may have those problems; however,
20 if you will provide the parties and their Counsel opportunity
21 to know in advance sufficiently that they can prepare with
22 what is now the new information, the ammended information,
23 I think the Board's ruling is not so ironclad that it wishes
24 to perpetuate antiquated information.

25 Is that all you had?

1 MS. FERKIN: That was the only matter I wished to
2 bring to the Board's attention.

3 JUDGE HOYT: Did you have anything, Ms. Zitzer?

4 MS. ZITZER: We can solve it informally.

5 JUDGE HOYT: All right, I will, though, let me add
6 an addendum to that, Ms. Ferkin. By revisions, I don't
7 mean five minutes before the witness goes on the stand, but
8 I mean substantially in advance of that witness' appearance
9 if you have that information and it is incorrect in the
10 prefiled testimony and you intend to correct that testimony,
11 or demonstrate in some fashion that it is now no longer an
12 operative document, then I would assume, and indeed do direct,
13 that you provide that information to the parties as quickly
14 as possible so that their preparation may then take into
15 consideration that new information.

16 What has concerned me specifically has been the
17 witness is called and the first time the parties hear there
18 are changes is when the witness is on the stand. I told the
19 parties about this, and when did you tell them, and the
20 information is, well, this morning, and there's obviously
21 no opportunity then for all Counsel to have -- and parties
22 to have an opportunity to prepare their examination of the
23 witnesses in light of the new changed information.

24 That's all I want to be sure to caution you about.
25 If you know those things now ---

kw16

1 MS. FERKIN: I don't know them now. I would have
2 to review the record and review the prefiled testimony. I
3 suspect there may be portions of the prefiled testimony that ---

4 JUDGE HOYT: Happens when you file prefiled testimony
5 that far in advance. Not much that can be done about it,
6 particularly when the prefiled testimony was required that
7 early.

8 All right, Mr. Hassell?

9 MR. HASSELL: I don't really have anything. I think
10 what may be helpful, I'm not pushing it, but what may be
11 helpful, but particularly if it's a substantive change, might
12 be helpful to have it in written form in terms of defining
13 the scope of cross, et cetera. Not to burden you, but I was
14 in situations where in that case I think if it's in writing
15 we can really eliminate a lot of problems later.

16 JUDGE HOYT: Yes, I think it's a good addition
17 that you do your advising in writing, particularly where
18 there's substantial changes involved, figures and tabulations
19 and where a telephone conversation may very well be not
20 understood sometimes, and if they have the figures before
21 them, it's much better when the testimony has to be
22 changed, and we are not talking about typographical changes,
23 revisions. We are talking about substantive changes in the
24 testimony.

25 MS. FERKIN: I would not have brought the issue up

kw17

1 if I wasn't concerned that there might be some substantive
2 changes.

3 JUDGE HOYT: That is applicable for all parties.
4 The same thing, and Ms. Zitzer, you may wish to review some
5 of the statements that you have filed, prefiled. I don't
6 recall off hand how many more are before the Board, but if
7 there are substantial changes, the same thing applies, and
8 the same for Mr. Hassell.

9 MR. HASSELL: I will make sure Mr. Hirsch also gets
10 that information.

11 JUDGE HOYT: If you will. I was going to rely upon
12 you to do that since he has delegated you on the record for
13 that function.

14 Do we have anything else, Mr. Rader?

15 MR. RADER: Nothing for the Applicant; thank you.

16 JUDGE HOYT: Very well; thank you. Then the hearing
17 will adjourn, to meet on January 2, 1985, and as you recall,
18 the new meeting room, the courtroom for us, will be in the
19 Old Courthouse at 9th and Market, here in Philadelphia,
20 and it's Courtroom 6.

21 Very well, the hearing is adjourned.

22 (Whereupon, at 1:30 o'clock p.m., the hearing in
23 the above-entitled matter was adjourned, to be reconvened
24 on Wednesday, January 2, 1985.)

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: Limerick Generating Station, Units 1 and 2

DOCKET NO.: 50-352-OL/50-353-OL

PLACE: Philadelphia, Pa.

DATE: December 21, 1984

were held as herein appears, and that this is the original
transcript thereof for the file of the United States Nuclear
Regulatory Commission.

Kathie J. Willard
Mimi Meltzer

(Sigt) *[Signature]*
(TYPED) M. Nations, K. Willard,
M. Meltzer
Official Reporter

Reporter's Affiliation
Ace-Federal Reporters