

ORIGINAL  
UNITED STATES  
NUCLEAR REGULATORY COMMISSION

IN THE MATTER OF:

DOCKET NO: 50-352-OL  
50-353-OL

PHILADELPHIA ELECTRIC COMPANY

(Limerick Generating Station,  
Units 1 and 2)

LOCATION: PHILADELPHIA, PENNSYLVANIA PAGES: 16528 - 16701

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UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

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

Commonwealth Court of Pennsylvania  
Ninth and Market Streets  
Courtroom Number 6  
Philadelphia, Pennsylvania

Wednesday, 2 January 1985

The hearing in the above-entitled matter convened,  
pursuant to recess, at 12:15 p.m.

BEFORE:

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

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

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

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1 APPEARANCES:

2 On behalf of Philadelphia Electric Company:

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11 MAUREEN MULLIGAN  
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15 On behalf of the Commonwealth of Pennsylvania:

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21 On behalf of the Pennsylvania Emergency Management Agency:

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On behalf of the Federal Emergency Management Agency:

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Washington, D. C. 20472

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C O N T E N T S

<u>WITNESS</u>	<u>Direct</u>	<u>Cross</u>	<u>Examination</u> <u>Redirect</u>	<u>Voir Dire</u>	<u>Board</u>
SANDRA M. HURST					
By Ms. Zitzer	16,540				
By Mr. Rader		16,545			
By Ms. Zitzer			16,551		
By Judge Cole					16,555
By Judge Harbour					16,557
ROBERT C. WERT					
By Ms. Zitzer	16,562				
By Mr. Conner		16,601			
By Mr. Hirsch		16,616			
By Mr. McGurren		16,622			
By Ms. Zitzer			16,626		
By Judge Cole					16,630
By Judge Harbour					16,634
By Judge Hoyt.					16,639
THOMAS D. DAVIS					
By Ms. Zitzer	16,643				
By Mr. Rader				16,644	
By Ms. Zitzer	16,645				
By Mr. Rader		16,665			

EXHIBITS

<u>NUMBER</u>	<u>marked</u>	<u>received</u>
Applicants' E-89	16,549	16,560
FEMA E-2	16,615	16,640
LEA E-34	16,651	16,683
Applicants' E-90	16,669	16,682
LEA E-14	(previously)	16,683

RECESSES

Afternoon Recess		16,613
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P R O C E E D I N G S

1 JUDGE HOYT: The hearing will come to order.

2  
3 Let the record reflect that the parties to this  
4 hearing who were present at the hearing when it recessed  
5 late in December 1984, are now present at this date, January  
6 2nd, 1985.

7 There are a few preliminary matters I think that  
8 we need to go over this afternoon before we start with the  
9 testimony.

10 Ms. Zitzer, I understand that you have something  
11 first.

12 MS. ZITZER: Thank you, your Honor.

13 LEA filed last week, the witness list for this  
14 week. I wanted to verify that the parties have received  
15 that.

16 JUDGE HOYT: I have not.

17 JUDGE COLE: I have not.

18 JUDGE HOYT: Mr. Conner, Mr. Rader, have you  
19 received that?

20 MR. RADER: Yes, we have received it.

21 JUDGE HOYT: Mr. Hassell?

22 MR. HASSEL: We have it.

23 JUDGE HOYT: I think before we start asking the  
24 Commonwealth's attorney anything, we may first welcome him to  
25 the hearing.

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1 I understand, sir, that you are the replacement  
2 for Ms. Ferkin for the time being. Have you made an appearance,  
3 or did you file an appearance?

4 MR. GOODWIN: Yes, I did, your Honor.

5 I have some extra copies that I have passed out, if  
6 you would like one.

7 JUDGE HOYT: If any of the parties wish, please  
8 contact the attorney for the Commonwealth.

9 MS. ZITZER: Your Honor?

10 JUDGE HOYT: Yes, Ms. Zitzer?

11 MS. ZITZER: The page 2 of the filing which the Board  
12 just received, and which the other parties have in their  
13 possession, lists the witnesses for LEA for the remainder of  
14 this week. I need to inform the parties that Dr. Paul Beck,  
15 the second witness scheduled for today has refused to testify,  
16 and LEA has a copy of a letter that has been written on behalf  
17 of the Upper Moreland School District regarding the provision  
18 of buses and drives in lieu of taking some action against  
19 Dr. Beck, has proposed as a stipulation --

20 JUDGE HOYT: I am sorry, I am not understanding  
21 what you are saying.

22 MS. ZITZER: I'm sorry.

23 We have proposed that the parties consider a  
24 stipulation with regard to a statement made on behalf of the  
25 Upper Moreland School District.

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1 JUDGE HOYT: Those are matters, Ms. Zitzer, that you  
2 can handle outside of the hearing. That may not concern the  
3 Board at this stage.

4 MS. ZITZER: For that reason, however, I wanted to  
5 inform the Board that Dr. Beck will not be called as a  
6 witness today.

7 JUDGE HOYT: As I understand you, Ms. Zitzer, you  
8 said that he has refused to testify.

9 I believe he was a subpoenaed witness?

10 MS. ZITZER: Yes, your Honor.

11 JUDGE HOYT: I would certainly want an explanation  
12 as to why a subpoena issued by a federal agency is not being  
13 honored.

14 Prior to the time that it could be turned over  
15 to the U. S. Attorney for this particular district, I would  
16 assume that we could have some explanation that may suffice.  
17 Up until that time, however, I consider the witness to be a  
18 subpoenaed witness, and he will attend.

19 Very well. What else do you have.

20 MR. CONNER: If the Board please, can we go off  
21 the record for just a second?

22 JUDGE HOYT: Yes.

23 (Discussion off the record.)

24 JUDGE HOYT: Back on the record.

25 Let the record reflect that during the off-the-record

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1 period, there was a brief conference among the parties and  
2 the bench concerning the placement of mikes and the sound  
3 system in the courtroom.

4 No other matters of substance were discussed.

5 Ms. Zitzer, would you please continue?

6 MS. ZITZER: Thank you.

7 In addition to the scheduling matters contained in  
8 the filing distributed by Limerick Ecology Action, I would  
9 like to bring to the Board's attention that there is a  
10 motion filed requesting four subpoenas for witnesses  
11 relating to matters that have been the subject of these  
12 hearings; Mr. Newman, Mr. Jim Brown, Mr. Churchill and Alice  
13 Sprague would request, once the Board has had an opportunity  
14 to review that, discussion of that motion.

15 In addition, this morning I distributed LEA's  
16 request to the Board with a copy of the supporting statement  
17 and motion regarding LEA's request for subpoenas to be  
18 issued commanding testimony on the deferred contentions. And  
19 again, I don't believe the Board has had an opportunity to  
20 review that request, as well. But I did want to bring to your  
21 attention that that had been filed.

22 In that, we have proposed to define the scope of  
23 testimony on the municipal representatives, and we have  
24 deleted a number of those witnesses from the previous list  
25 that we have provided to the parties.



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1                   Again, I am aware that you have not had an  
2 opportunity to review that, but I did want to make you aware that  
3 I had distributed that, your Honor.

4                   JUDGE HOYT: Ms. Zitzer, how many of the witnesses  
5 that you have subpoenaed earlier have not been called, or  
6 have not testified?

7                   I think we have given you subpoenas on a number  
8 of other persons, and I would like for you to get a rundown  
9 of that list and let me know which ones have not yet testified,  
10 and when they are scheduled to testify in the schedule you  
11 have handed to us this morning. That is A.

12                   B, we will take arguments on the motions -- and  
13 there are now two before the Board, one dated December 28th,  
14 1984 and one filed this morning and undated, which I suppose  
15 must carry the date of January 2, 1985.

16                   MS. ZITZER: That is correct, your Honor.

17                   JUDGE HOYT: We will take argument on those -- on  
18 the motions at the conclusion of the testimony today, both  
19 motions.

20                   Parties are instructed to be prepared to argue  
21 the pros and cons of those two motions.

22                   MR. CONNER: I would like to make sure we know --

23                   JUDGE HOYT: Very well, I will review those motions  
24 that I am addressing, Mr. Conner.

25                   The first is the motion filed with the Board by

mm6 1 LEA on December 28th, 1984 -- or at least bearing the date  
2 of December 28th, 1984 -- entitled Motion on Behalf of  
3 Limerick Ecology Action requesting the Atomic Energy and  
4 Licensing Board to issue subpoenas to Limerick Ecology  
5 Action commanding testimony from Anthony Newman, Jim Brown,  
6 Michael Churchill and Alice Sprague on offsite emergency  
7 planning matters in the above-captioned proceeding as further  
8 detailed below.

9 It is a multipaged document containing an attachment,  
10 LEA Exhibit 27, signed by -- a letter to Mr. Bigelow,  
11 Montgomery County Office of Emergency Preparedness, and  
12 signed by James T. Brown, Chairman, Energy Planning Committee,  
13 Principal, Arrowhead Elementary School.

14 The second motion is a motion entitled, Motion on  
15 Behalf of Limerick Ecology Action Requesting the Atomic  
16 Safety and Licensing Board to issue subpoenas to Limerick  
17 Ecology Action commanding testimony from witnesses on  
18 Contentions LEA 1, 2, 3, 5 and 23 as filed below.

19 And there are a multipage listing and a statement  
20 in support of this request.

21 MR. CONNER: These are the ones dated on the back  
22 page, on the fourth page, 1/2/85.

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nations  
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1 MS. ZITZER: Yes, sir.

2 MR. CONNER: That we found this morning. That is  
3 the one I wanted to make sure of.

4 JUDGE HOYT: Yes, that is correct. A further  
5 identified it with Ms. Zitzer prior to identifying them with  
6 you, Mr. Conner, as being dated January 2, 1985.

7 MR. CONNER: All right.

8 MS. ZITZER: I would like to note that the statement  
9 in support of those subpoenas was distributed on November 26,  
10 1984 with Commissioner Banning's testimony at the time the  
11 testimony was due.

12 JUDGE HOYT: I am sorry. What was distributed?

13 MS. ZITZER: I have attached to this motion the  
14 statement in support of LEA's request for the subpoenas on  
15 the deferred contentions. This had been previously distributed  
16 with the preliminary identification and I simply reattached it  
17 for the benefit of the parties.

18 JUDGE HOYT: Very well. That is the attachment you  
19 are speaking of on the motion for January 2, 1985.

20 MS. ZITZER: Yes, Your Honor.

21 MR. HASSELL: Judge Hoyt.

22 JUDGE HOYT: Yes, Mr. Hassell.

23 MR. HASSELL: With respect to LEA's motion dated  
24 December 28, 1984, the staff has just seen this motion within  
25 the last half hour.

1 JUDGE HOYT: Do you mean that you have not received  
2 the motion dated December 28, 1984?

3 MR. HASSELL: Today, yes. We would respectfully  
4 request that we be allowed to argue that motion tomorrow  
5 morning because there are transcripts cited in the motion.

6 JUDGE HOYT: Are there any other requests by  
7 Applicant or from the Commonwealth?

8 MR. GOODWIN: No, Your Honor.

9 JUDGE HOYT: Mr. Rader.

10 MR. RADER: We are prepared to address the motion  
11 at this time but in deference to Mr. Hassell who has not had  
12 an opportunity, perhaps the Board should wait.

13 JUDGE HOYT: Yes. I think it is imperative that  
14 Mr. Hassell be accorded the opportunity to argue the motion  
15 after preparing. Again, Ms. Zitzer, we have cautioned you  
16 about the distribution of these and find that we are again  
17 delayed by an improperly filed motion knowing that the facilities  
18 in Washington would not probably pick up on this item, I am at  
19 a loss to understand why you didn't make a better effort to  
20 deliver it.

21 MS. ZITZER: Your Honor, I did discuss it with  
22 Ms. Wright.

23 JUDGE HOYT: Counsel, you will be accorded the time  
24 to prepare your response and we will argue the motion tomorrow  
25 morning prior to the beginning of any testimony of any witness

1 rather than this evening at the end of the testimony.

2 MR. HASSELL: Thank you, Judge Hoyt.

3 JUDGE HOYT: All right. Any other matters?

4 MS. ZITZER: Your Honor, the first part of your  
5 question was with regard to LEA's witnesses for the rest of  
6 this week. That was the reason for which we submitted the  
7 filing on the 28th of December, page two of that provides the  
8 witness list for this week and these are the remaining witnesses  
9 which LEA wishes to call. There are a number of witnesses  
10 which we have decided not to call.

11 JUDGE HOYT: Ms. Zitzer, what Mr. Hassell was referring  
12 to and what I responded to was the motion that you had filed  
13 dated December 28. Those offices in Washington were either  
14 half staffed or not staffed at all and the parties had no  
15 opportunity to even see these. I have been in my office part  
16 of that week and I did not receive it. My mail usually  
17 comes through very quickly and if I didn't receive it nor did  
18 Judge Cole or Judge Harbour, then I would assume that it was  
19 improperly filed since the system was not in its full operating  
20 capacity which should have been foreseen by you and a better  
21 effort made to have those delivered expeditiously.

22 MS. ZITZER: Your Honor, I did use express mail and  
23 I did phone Ms. Wright. I apologize for the obvious inconven-  
24 ience to all the parties.

25 JUDGE HOYT: Very well. Do you have a witness ready

1 this afternoon?

2 MS. ZITZER: Yes, Your Honor. At this time LEA  
3 calls Sandra Hurst, Director of the Upattinas School Open  
4 Community Corporation.

5 JUDGE HOYT: Very well.

6 Whereupon,

7 SANDRA M. HURST,  
8 was called as a witness by Limerick Ecology Action and  
9 was first duly sworn, was then examined and testified as  
10 follows:

11 MS. ZITZER: At this time LEA wishes to provide  
12 Ms. Hurst with a copy of her prefiled testimony.

13 (Above-referenced document distributed to the  
14 witness, the parties and the Board by representative for LEA.)

15 JUDGE HOYT: Is there any objection by any of the  
16 parties?

17 MR. HASSELL: The staff has no objection.

18 MR. RADER: I have no objection to her seeing her  
19 testimony. We will have an appropriate motion to strike a  
20 portion of her testimony.

21 JUDGE HOYT: Very well.

22 DIRECT EXAMINATION

23 BY MS. ZITZER:

24 Q Ms. Hurst, I have handed you a copy of a statement  
25 dated October 31, 1984 on behalf of the Upattinas School Open

XXXXXX

1 Community Corporation which is signed by you, the director of  
2 that facility. Do you have that statement in front of you?

3 A Yes, I do.

4 Q Is this a statement that you prepared in response to  
5 a request by Limerick Ecology Action for you to submit testimony  
6 to the Atomic Safety and Licensing Board in this proceeding  
7 regarding your concerns about the adequacy of staffing and  
8 transportation needs for your school?

9 A Yes, it is.

10 Q Have you had an opportunity to review this statement?

11 A Yes.

12 Q Is this statement true and correct to the best of  
13 your knowledge?

14 A Yes, it is.

15 MS. ZITZER: Your Honor; at this time the witness  
16 is offered for cross-examination by the parties.

17 JUDGE HOYT: I believe that Mr. Rader has indicated  
18 that he has some objections to the prefiled testimony and I  
19 think you have so indicated in your response which was your  
20 Applicant's motion to strike dated November 8, 1984. Mr. Rader.

21 MR. RADER: Very briefly, our objection goes to the  
22 second full paragraph in the testimony beginning with the second  
23 sentence in that paragraph which begins, "Even if such transpor-  
24 tation becomes available...". We believe that that sentence and  
25 the remaining sentence in the paragraph exceed the scope of the

1 contention insofar as it relates to the effectiveness of  
2 evacuation and other needs such as traffic control and other  
3 unstated human needs. We have no objection to those portions  
4 of the testimony relating to staffing and the number of buses  
5 needed for evacuation but the two sentences which I pointed to  
6 do exceed the scope of the admitted contention for schools.  
7 The only two relevant contentions being either LEA-11 or LEA-12.

8 JUDGE HOYT: Are there any other objections?

9 MR. RADER: There are no other objections to the  
10 testimony.

11 JUDGE HOYT: So your objection goes only to the  
12 second full paragraph?

13 MR. RADER: That is correct, beginning with the  
14 second sentence in that paragraph.

15 JUDGE HOYT: All right. Does the Commonwealth have  
16 any comments?

17 MR. GOODWIN: The Commonwealth has no comments,  
18 Your Honor.

19 JUDGE HOYT: Mr. Hassell.

20 MR. HASSELL: The staff would agree with the  
21 Applicant's position with respect to striking that paragraph.

22 JUDGE HOYT: All right. Ms. Zitzer, do you want to  
23 argue any further?

24 MS. ZITZER: This is the first that we were aware  
25 of the Applicant's concerns and in view of the prior rulings of



1 the Board on these areas while we do believe that these concerns  
2 relate to the workability of the school district plan, we would  
3 be willing to agree to strike that portion of the testimony.

4 JUDGE HOYT: Very well. That portion of the prefiled  
5 testimony of Sandra M. Hurst, Director, Upattinas School Open  
6 Community Corporation, as contained in the paragraph, the  
7 second full paragraph of the testimony beginning with the  
8 phrase, "It is increasingly worrisome..." and ending with the  
9 "... of the larger community." That paragraph will be struck  
10 in its entirety.

11 Was my understanding correct that you had moved to  
12 strike the entire paragraph, Mr. Rader, is that correct?

13 MR. RADER: Except for the first sentence of the  
14 paragraph. I moved to strike the second and third sentences  
15 of the paragraph.

16 JUDGE HOYT: All right. That first sentence does  
17 contain some reference to transportation so we will strike  
18 only that portion beginning with the phrase, "... Even if  
19 such transportation becomes available," and ending with the  
20 phrase, "... of the larger community." That portion of that  
21 second full paragraph will be struck.

22 Very well. Is the witness tendered for cross-  
23 examination, Ms. Zitzer?

24 MS. ZITZER: Yes, Your Honor.

25 JUDGE HOYT: Are you going to conduct any voir dire,

1 Mr. Rader?

2 MR. RADER: No, I don't intend to, Your Honor.

3 JUDGE HOYT: Very well. I would like to ask the  
4 witness a couple of questions. I am not quite certain what  
5 kind of school we are speaking of. I don't understand what  
6 a school open community corporation is. Would you explain  
7 that to me, please?

8 THE WITNESS: It is a small parent cooperative  
9 private academic school. It is licensed by the Commonwealth.

10 JUDGE HOYT: As a school?

11 THE WITNESS: As a school, as an acadmic school and  
12 it has children from nursery school through high school age.  
13 We give a high school diploma. We operate in modified open  
14 classroom philosophy and our students have a great deal of  
15 involvement in the running of the school, the democratic  
16 activities and so forth.

17 The teachers and the students are quite informal  
18 with each other and it is a very family group and family  
19 oriented school.

20 JUDGE HOYT: Are the parents directly involved in  
21 it as far as the faculty is concerned?

22 THE WITNESS: They may or may not be depending on  
23 whether we choose to have them on board as faculty members  
24 but they are the owners and board members of the corporation.  
25 It is a total cooperative school. There is no ownership outside

1 of the corporation. It is a non-profit school.

2 JUDGE HOYT: You are licensed by the Commonwealth  
3 of Pennsylvania?

4 THE WITNESS: Yes, we are.

5 JUDGE HOYT: Thank you, Mr. Rader.

6 CROSS-EXAMINATION

7 BY MR. RADER:

8 Q Ms. Hurst, could you tell us exactly where your  
9 school is located?

10 A It is in the northwest corner of Chester County  
11 Upper Uwchlan Township in the Downington School District.

12 Q Where is it in relation to the Pennsylvania Turnpike?

13 A Very near to the Turnpike.

14 Q Would you say that is approximately a quarter of a  
15 mile to a half a mile north of the Turnpike?

16 A Yes. As far as the Turnpike boundaries, yes, it is.

17 Q Are you familiar with what is known as the Limerick  
18 Emergency Planning Zone?

19 A Yes, I am.

20 Q Do you know whether you lie within the Emergency  
21 Planning Zone, your school?

22 A I believe that we do because of the fact that the  
23 Turnpike passes on the other side of our school.

24 Q Do you know whether you lie within a ten-mile radius  
25 of the plant?

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1 A No. We are not quite within the ten-mile radius.

2 Q When did emergency planning regarding Limerick  
3 commence with regard to your school, do you know, insofar as  
4 your involvement is concerned?

5 A I am not sure I can tell you exactly when. It was  
6 more than a year ago.

7 Q Do you recall when the first draft of the emergency  
8 plan for your school was submitted to you for your review?

9 A I recall that it was. I wouldn't be able to give you  
10 the date.

11 Q Would it have been approximately March of 1983?

12 A That would make sense.

13 Q Did you subsequently have a meeting in May of 1983  
14 to discuss the plan with certain officials?

15 A Yes.

16 Q Who did you meet with at that time, do you recall?

17 A I think it was Mr. Cunningham.

18 Q Was a draft two subsequently forwarded to your school  
19 for its review in July of 1983?

20 A Yes.

21 Q Was that draft to your knowledge forwarded to Chester  
22 County Department of Emergency Services and to PEMA for their  
23 informal review?

24 A I believe that it was.

25 Q As a result of those actions, did you receive any

1 communication in August of 1983 from any of those officials?

2 A Again I don't recall the dates. I do know that I  
3 submitted objections to the fact that it appeared that we had  
4 prepared the plan.

5 Q Was that the only objection that you communicated to  
6 those officials at that time?

7 A I do not recall.

8 Q Do you recall any other specific concern or objection  
9 regarding your plan which you stated at that time?

10 A I have submitted and I don't have them with me today  
11 letters similar to the letter that you have before you written  
12 to Mrs. Hoyt both to Governor Thornbergh and to the NRC  
13 concerning our concerns about evacuation. I cannot give you  
14 the dates of those letters at this time. I know I have had  
15 responses from Harrisburg.

16 Q Were you contacted in November or December of 1983  
17 regarding sheltering for your school as an option? Do you  
18 recall?

19 A Yes, I was.

20 Q What was the content of those conversation and with  
21 whom did you speak?

22 A I believe it was again Mr. Cunnington and we spoke  
23 about the fact that our school may wish to shelter at my home  
24 instead of West Chester because of the distance.

25 Q Are you familiar with the emergency planning which is

1 in place for the Downington School District?

2 A. Somewhat. I haven't read the whole --

3 Q. Under the Downington Plan, do you understand  
4 that those schools within the EPZ will shelter during an  
5 emergency rather than evacuate?

6 A. Yes. I do understand that.

7 Q. Was it your intention in discussing the matter  
8 with Mr. Cunningham that your school adopt a like position  
9 so that you like the Downington School District would shelter  
10 rather than evacuate in an emergency at Lime Lick?

11 A. He and I had discussed that. We hadn't come to any  
12 particular conclusion about it. I had assumed that outside  
13 of an unusual emergency we would do that.

14 Q. Have you received a draft subsequent to the ones  
15 I previously discussed, the first drafts one and two?

16 A. Yes. I believe I received a third draft.

17 MR. RADER: I am now showing the witness a copy of  
18 a draft marked "Rev. O" for the Upattinas Open Community  
19 School and I have shown it to other counsel and parties  
20 and I would ask the witness to identify it.

21 (Above-referenced document distributed to witness,  
22 the parties and the Board by counsel for the Applicant.)

23 BY MR. RADER:

24 Q. Can you identify that as the plan which you recently  
25 received from your school?

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1 A. It looks like it.

2 Q. Could you look through it to see how sufficiently  
3 familiar with it you are to be sure that that is in fact the  
4 draft that you received?

5 A. (Perusing document.)

6 JUDGE HOYT: Let the record reflect that counsel  
7 for all parties, the Board and the witness have all been  
8 handed copies of the document entitled, "Upattinas Open  
9 Community School Radiological Emergency Response Plan for  
10 Incidents at the Limerick Generating Station," the document  
11 described being dated October 1984.

12 THE WITNESS: Yes. I believe that this is the plan.

13 MR. RADER: I would ask that the document identified  
14 by the witness as "Rev. 0," "Upattinas Open Community School  
15 Radiological Emergency Response Plan" be marked for  
16 identification as Applicant's Exhibit E-89.

17 JUDGE HARBOUR: Is that revision "U" or revision "0?"

18 MR. RADER: I believe that is revision zero.

19 JUDGE HOYT: Yes, I believe that is correct. Very  
20 well. The document described by counsel will be marked  
21 Applicant's Exhibit E-89 for identification.

22 (The document referred to was  
23 marked Applicant's Exhibit No.  
24 E-89 for identification.)

25 BY MR. RADER: (Resuming)

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1 Q I am asking you to turn if you will to the back of  
2 the plan where at page A-3-1 there appears an attachment  
3 three entitled, "Resources Required for Evacuation."

4 A (Witness complying.)

5 Q Do you have that?

6 A Yes.

7 Q Now referring to Roman numeral two, "School Vans  
8 Assigned" under subheading "A," "Primary Movement." Does that  
9 correctly reflect the three vans which you have available  
10 at your facility and their capacities?

11 A Yes, it does if they are all on campus at the time.

12 Q If they weren't on campus at that time, would that  
13 mean that the vans were transporting students who were already  
14 off the school site?

15 A Probably. However, there are times when they are in  
16 the shop.

17 Q For repairs or maintenance?

18 A Right.

End 2

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1 Q Did you request from Chester County any  
2 additional transportation resources to evacuate your  
3 students if necessary?

4 A Yes. The bus that is indicated under primary  
5 movement, the A, Roman Numeral I, I guess.

6 Q You state in your testimony that you had  
7 certain concerns regarding your school staff.  
8 What is your school staff complement?

9 A We have eight staff members.

10 Q Does that include yourself?

11 A Yes.

12 Q And do you have any other -- are those all teachers  
13 or are there nurses or other staff?

14 A They are teachers and part-time personnel, some  
15 of whom, two of whom are parents.

16 Q Has any of those individuals indicated to you  
17 that they would be unwilling or unable to fill any  
18 staff responsibilities with regard to sheltering or  
19 evacuation of school children in the event of a  
20 radiological emergency at Limerick?

21 A Yes, to of them, depending on the situation in  
22 their own families at the time of such a situation.

23 Q Has your school requested training from  
24 Energy Consultants?

25 A We have had one session from them. We have

1 requested no other training.

2 Q At that session, was there an opportunity for  
3 individuals to raise the issue of what prior arrangements  
4 should or could be taken with regard to their own families  
5 in the event of a radiological emergency?

6 A Yes, there was. But our staff members  
7 categorically rejected that as an option.

8 Q And on what basis did they reject it?  
9 Do you know?

10 A On the basis of the fact that they would want  
11 to be with their children wherever their children were.

12 Q Do you know whether their children would be  
13 attending schools elsewhere in the Limerick EPZ or  
14 beyond the EPZ?

15 A No. Within the EPZ. That is the problem.

16 Q And is it your understanding that under those  
17 circumstances, those children would be evacuated or  
18 sheltered in accordance with the generally applicable  
19 emergency response which would be taken by schools within  
20 the EPZ in the event of an emergency?

21 A That is my understanding. I, however, do not  
22 believe that I could keep my staff members from trying to  
23 get to their children.

24 Q Are your staff -- what schools do those staff  
25 children attend, do you know?

1           A     At the time one was at Charlestown Play School  
2 which was in Phoenixville area, about a half -- 25 minutes  
3 to a half hour away from our school.

4           The one staff member is now pregnant and will  
5 have a child within the next year, and that child would  
6 be being cared for in a baby-sitting capacity.

7           Q     Are these staff members single parents or not?

8           A     No.

9           Q     Are they both women?

10          A     As a matter of fact, there are two staff  
11 members who are the parents of the child who attends  
12 the Charlestown Play School. The other is a married woman  
13 whose husband does not work in the area.

14          Q     So are you saying that there are two staff members  
15 who are married and have a child?

16          A     And have the same child.

17          Q     I see. So it would be possible for one of  
18 those two to pick up the child and meet the other parent  
19 subsequently; isn't that correct?

20          A     It is not a matter of whether or not it would be  
21 possible. I know from my own experience, having been  
22 separated from my family during TMI, that mothers and  
23 fathers want to be with each other and with their  
24 children in a time of crisis. This is the main reason  
25 that I am responding to this. I know how desperate I was

1 to have my family together, and I could not get to my  
2 family. And it was just a wrenching experience for me,  
3 so I can understand where my staff members stand, and I  
4 must honor that.

5 There is another piece that has come  
6 up in our discussion of this at our school which may be  
7 germane to the issue. And that is that we have a number  
8 of high school students who drive their own cars, and unless  
9 we were to have a full complement of staff, we could not  
10 assure the fact that those high school students would  
11 not get in their cars and attempt to evacuate themselves.

12 Q Are you aware that under other school plans  
13 that, in fact, is permitted?

14 A No. I was not aware of that.

15 Q Would you have any reason not to permit the  
16 school students to evacuate themselves if they drive to  
17 school?

18 A I would have a hard time with that, given the  
19 situation of our school. We are in a corner in the country  
20 that is bounded by a dead end that is on the turnpike.  
21 And for them to leave our school and attempt to go to their  
22 homes, they would have to cross or get on the major  
23 arteries that will be handling traffic. And I really  
24 have doubts, although I love them, as to the wisdom of  
25 16 year olds in cars in a crisis situation.

1 Q Well, how do they -- don't they drive to school  
2 on that route?

3 A Yes.

4 Q And you have how many children enrolled in your  
5 school now?

6 A 50.

7 Q And so if you had six of your staff remaining,  
8 that would yield better than a one to ten ratio, teachers  
9 to students, would it not, to supervise any emergency  
10 responses?

11 A Yes. But you must remember that some of our  
12 children are three, four, and five years old.

13 MR. RADER: No further questions.

14 JUDGE HOYT: Commonwealth?

15 MR. GOODWIN: No questions.

16 JUDGE HOYT: FEMA?

17 MR. HIRSCH: FEMA has no cross, your Honor.

18 MR. HASSELL: Staff has no cross.

19 JUDGE HOYT: Very well.

20 Dr. Cole?

21 BOARD EXAMINATION

22 BY JUDGE COLE:

23 Q Just a question or two about your TMI experience,  
24 Mrs. Hurst. Could you tell me more about your experience?

25 A Yes. At the time of TMI, I was on a school trip

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1 with one of my children -- no, two of my children.  
2 And my husband and my other child were in Lancaster  
3 County near Morgantown where our home was. It happens  
4 that my brother and my husband's brother, my mother and  
5 his mother, all live in Middletown, they are residents of  
6 the town where TMI is.

7 From California to there, I was unable to  
8 to make contact with members of my family, which made it  
9 very, very difficult for me. And I have since discussed  
10 that very issue with my brother-in-law and sister-in-law  
11 who have two younger children and who live in Middletown,  
12 and I recognize their fear and anxiety, and they live with  
13 it all the time, should TMI restart, because their  
14 children are in two different schools and they are in  
15 two different work places.

16 Q I guess I don't understand the reason why you  
17 could not communicate with them. What was the problem  
18 in communications?

19 A Telephone. Telephone lines were absolutely  
20 totaled. It was the next day before I could contact  
21 any member of my family.

22 Q So the telephone lines were too busy?

23 A Yes.

24 Q Overloaded?

25 A Yes.

1 Q Okay. Thank you.

2 A Otherwise, had I lived in the area, I do not  
3 know whether they would have allowed my husband and I  
4 into Middletown to go and check on our mothers, because I  
5 wasn't there at the moment.

6 JUDGE COLE: Thank you.

7 JUDGE HOYT: Dr. Harbour?

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8 BOARD EXAMINATION

9 BY JUDGE HARBOUR:

10 Q Do you ever have early dismissal at your school?

11 A Do we have?

12 Q Yes.

13 A Occasionally.

14 Q When you have early dismissal, do those  
15 students who drive their cars to school drive home?

16 A Yes, for the most part.

17 JUDGE HARBOUR: Thank you.

18 JUDGE HOYT: Miss Zitzer, do you have any redirect  
19 based upon the cross-examination of this witness?

20 MS. ZITZER: Yes. Very briefly, your Honor.

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21 REDIRECT EXAMINATION

22 BY MS. ZITZER:

23 Q Mrs. Hurst, you were handed a copy of a document  
24 identified as Applicant's Exhibit E-89, the Upattinas  
25 Open Community School, October 1984, Revision 0,

1 Radiological Emergency Response Plan.

2 Do you have a copy of that document in front of you?

3 A Yes, I do.

4 Q Did anyone ever inform you of the significance  
5 of Revision 0 regarding your school district's radiological  
6 emergency response plan?

7 A No.

8 MR. RADER: Objection. This goes beyond the  
9 scope of cross-examination.

10 JUDGE HOYT: I am not sure I understand, counsel.  
11 How is it beyond the scope?

12 MR. RADER: She is asking the witness what is  
13 the significance of Rev 0 as opposed to some other number,  
14 I presume. I don't believe I covered that in my --

15 JUDGE HOYT: Well, unless she goes into that  
16 area, the question --

17 MR. RADER: I believe that was the question,  
18 in fact.

19 She asked her what was the significance of  
20 Rev 0.

21 JUDGE HOYT: We will see what the answer is.  
22 The objection is overruled.

23 MS. ZITZER: Thank you, your Honor.

24 BY MS. ZITZER:

25 Q Did you understand the question?



1 A I understood the question.

2 No, I did not know the significance of that term.

3 Q Is that a term that you asked Energy Consultants  
4 to place on your school district's radiological emergency  
5 response plan?

6 A No.

7 Q I believe Mr. Rader asked you if you were  
8 familiar with the Downingtown School District radiological  
9 emergency response plan. Is that correct?

10 A Yes, he did ask me that.

11 Q Are you familiar with the Downingtown School  
12 District radiological emergency response plan?

13 A No, not thoroughly.

14 Q Are you aware that Upattinas Open Community  
15 School is included in the -- under the jurisdiction of  
16 the Downingtown Area School District?

17 A I was aware that it would be in the end, yes.

18 Q Did you receive this revision 0 of your  
19 school plan after you submitted your prefiled testimony  
20 in this proceeding?

21 A I believe I did.

22 Q Does it in any way address the concerns  
23 to your satisfaction that are identified in your  
24 prefiled testimony?

25 A No, it does not. I had discussed these concerns

1 with Mr. Cunnington when we spoke the last time, and he  
2 assured me that they would be resolved. And as I can see so  
3 far they have not been.

4 MS. ZITZER: I have no further questions.

5 JUDGE HOYT: I have no questions.

6 Mrs. Hurst, you are excused. Thank you very  
7 much for your attendance at this session.

8 THE WITNESS: You are welcome.

9 (The witness stood down.)

10 JUDGE HOYT: Are you going to offer this  
11 exhibit, Mr. Rader?

12 MR. RADER: Yes. I would ask that Applicant's  
13 Exhibit E-89 be received in evidence.

14 JUDGE HOYT: Objections?

15 MR. HASSELL: Staff has none.

16 MR. HIRSCH: FEMA has none.

17 MR. GOODWIN: Nothing, your Honor.

18 MS. ZITZER: No objection.

19 JUDGE HOYT: Applicant's Exhibit E-89 for  
20 identification will be received into evidence as  
21 Applicant's Exhibit E-89.

22 (The document referred to,  
23 previously marked for  
24 identification as Applicant's  
25 Exhibit E-89 for identification,

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1 was received in evidence.)

2 MS. ZITZER: The next witness on the list  
3 distributed to the parties is Dr. Paul Beck, the  
4 superintendent of the Upper Moreland School District.  
5 LEA has proposed to the parties a stipulation to be  
6 considered in lieu of calling Dr. Beck as a witness.  
7 The parties have not had sufficient time to reach an  
8 agreement on that proposal.

9 At this time LEA would request to move on to the  
10 following witness which is a representative of the  
11 Southeastern Pennsylvania Transportation Authority,  
12 Mr. Wert, who is the deputy general manager of operations.

13 JUDGE HOYT: I don't believe his name is on  
14 the list that you handed me this morning. Is that correct?

15 MS. ZITZER: That is correct, your Honor.  
16 Mr. Wilson was out of his office for the past week and a  
17 half, and he confirmed this morning that Mr. Wert, the  
18 deputy general manager of operations, had been more  
19 directly involved in the negotiations and that he would  
20 not himself be able to attend.

21 I did inform the parties first thing this  
22 morning when we arrived here, and I am not aware of any  
23 objections that the parties have.

24 JUDGE HOYT: Very well. If the witness will  
25 please come forward and just give me one moment, please.

1 Ms. Zitzer, that still does not answer the  
2 previous concerns that I expressed to you earlier concerning  
3 the subpoena of this Board which has been unilaterally  
4 acted upon by the subpoenaed party. I will expect some  
5 explanation of that.

6 MS. ZITZER: Yes, your Honor.

7 Whereupon,

8 ROBERT C. WERT

9 was called as a witness and, having been first duly  
10 sworn, was examined and testified as follows:

11 DIRECT EXAMINATION

12 BY MS. ZITZER:

13 Q Could you please state your name, your business  
14 address, and your relationship with the Southeastern  
15 Pennsylvania Transportation Authority?

16 A Yes. My name is Robert C. Wert, W-e-r-t.  
17 My business address is 200 West Wyoming Avenue in  
18 Philadelphia, PA. My title is deputy general manager.  
19 There is no "for operations." You stated that incorrectly.

20 Q How long have you been acting in that capacity?

21 A Since February of last year.

22 Q Prior to that, how long have you been associated  
23 with the Southeastern Pennsylvania Transportation Authority?

24 A Since September of 1977.

25 Q What is the general nature of your duties as the

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1 deputy general manager?

2 A I assist the general manager in the oversight of  
3 the authority in its operation. When he is not present,  
4 I act as the general manager.

5 Q Could you, for the record, give us any  
6 indication of your educational background or any  
7 related experience you have that you believe qualifies  
8 you for the position which you now hold?

9 A Well, I have a Bachelor of Arts degree, a  
10 Bachelor of Science degree, a JAD, I am a lawyer.  
11 I have worked for the authority in various capacities in  
12 its legal department and as its general counsel for five  
13 years.

14 I have been with them long enough, I suppose,  
15 to qualify for the position.

16 Q Thank you.

17 And in the course of your duties as  
18 deputy general manager of SEPTA -- which I am going to  
19 be using as an abbreviation just so the reporter understands,  
20 to indicate the Southeastern Pennsylvania Transportation  
21 Authority -- have you had any contact with either the  
22 Montgomery County or Chester County offices of emergency  
23 preparedness with regard to the provision of busses and  
24 drivers to be provided by SEPTA in the event that an  
25 evacuation is called for due to an incident at the Limerick

1 Generating Station?

2 A Indirectly with Montgomery County; directly  
3 with Chester County.

4 Q Starting with Montgomery County, what has been  
5 the nature of your involvement?

6 A The authority furnished to Montgomery County  
7 a draft agreement. I believe it was sent to Mr. Bigelow  
8 on the 19th of September of last year. And I have had  
9 discussions with people internally who prepared that draft.

10 JUDGE HOYT: Are you using "last year" to mean  
11 1984?

12 THE WITNESS: Yes, ma'am.

13 JUDGE HOYT: Just wanted to be certain. Thank you.

14 BY MS. ZITZER:

15 Q Are you generally familiar with the contents  
16 of the draft agreement that was submitted to Mr. Bigelow?

17 A Fairly, yes.

18 Q Could you provide a description of the terms  
19 of the agreement which you are familiar with?

20 MR. CONNER: I am going to object to this  
21 line of questioning. If there is an agreement, it should  
22 be produced as such, rather than have some generalized  
23 discussion of what it contains. And I am not sure what  
24 this has to do with any contention that we are talking  
25 about here anyway. But that objection may be refined later.

1 JUDGE HOYT: I believe that in the presentation  
2 of Mr. Bigelow that agreement with SEPTA was discussed  
3 on direct by you, Mr. Conner. Am I incorrect on that?

4 MR. CONNER: As I recall the testimony, Mr. Bigelow  
5 said that -- here again, when the time comes, I will  
6 distinguish between SEPTA and Frontier and some of that  
7 material that isn't in yet, but I understood that SEPTA  
8 adopted a legalistic position and sent an agreement to  
9 Mr. Bigelow which Mr. Bigelow referred to the county's  
10 legal authorities to review.

11 And I think he said that was the extent of it.  
12 I don't know what LEA's intention is here, unless it is  
13 to get into a long discussion of all the protective  
14 measures that SEPTA must render unto itself before it could  
15 help the public in the event of an emergency.

16 But if there is an agreement, and that is what  
17 they want to try to bring in, I think the agreement should  
18 come in rather than a discussion by this gentleman as to  
19 what it contains.

20 And again, to show the relevance of the document  
21 to whatever contention we are talking about --

22 JUDGE HOYT: I don't believe we have progressed  
23 that far into the line of questioning, Mr. Conner. I will  
24 overrule the objection and permit your continued direct  
25

1 examination of this witness. However, Miss Zitzer, I  
2 assume that somewhere along the line you are either going  
3 to introduce the agreement or you are going to somehow  
4 meet the objections of Mr. Conner which, in some cases,  
5 may be well founded.

6 I want to caution you that there may be that  
7 problem down the way for you so that you may wish to  
8 pursue it along those lines.

9 I will overrule the objection at this time,  
10 Mr. Conner, and permit you to redo it in the event that  
11 there is something there that I have not yet seen.

12 All right, Miss Zitzer. Go ahead  
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T4MM/mml

1 BY MS. ZITZER:

2 Q Mr. Wert, are you aware whether or not any  
3 representative of SEPTA has made a verbal agreement with  
4 Mr. Bigelow regarding the provision of buses and drivers  
5 in the event that they are required for assistance in the  
6 event that an evacuation is called for in Montgomery County?

7 A I'm aware of -- my understanding is we have  
8 furnished with the County the direct agreement to which I  
9 referred.

10 The counsel correctly stated that agreement has been  
11 referred to their solicitor for review. That is the posture  
12 in which it stands at this point.

13 Q To the best of your knowledge there has been  
14 no verbal agreement reached between any representative of  
15 SEPTA that you are aware of, and Mr. Bigelow, is that correct?

16 A I am aware of none. Although I will tell you that  
17 SEPTA is a large organization. In other words, there are many  
18 people with whom they might have had conversations. I am aware  
19 of none.

20 JUDGE HOYT: Mr. Wert, may I ask sir that you please  
21 come forward to the microphone a bit. We are having some  
22 problems with these microphones in this large room.

23 Thank you.

24 All right, Ms. Zitzer, you may continue.

25 MS. ZITZER: All right.

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1 BY MS. ZITZER:

2 Q Have you had an opportunity to review this  
3 agreement which you have referred to, personally?

4 A I have read it, yes.

5 Q Did you bring a copy of that agreement with you  
6 today?

7 A I have a copy in my briefcase.

8 Q Could you please get that?

9 (Witness complying.)

10 JUDGE HOYT: Mr. Wert, I will assume that you have  
11 retrieved the document and that you now have it before you.

12 Will you please describe the title of the document  
13 that you are referring to.

14 THE WITNESS: What I have before me at this time --  
15 first of all it contains a cover letter from Richard L. Fasy,  
16 manager of System Safety Department for SEPTA, addressed to  
17 Mr. A. Linley Bigelow, and a date of September 19, 1984,  
18 with a copy sent to Vince Walsh who is of our Legal Department.

19 And it has attached to it, a nine-page typed  
20 agreement which is simply entitled "Agreement."

21 JUDGE HOYT: Very well.

22 Thank you for describing that for us. All right,  
23 Ms. Zitzer, you may take up your examination.

24 BY MS. ZITZER:

25 Q Is this an agreement that has been approved by

1 SEPTA?

2 A Not in the ultimate sense.

3 Let me explain that a moment. This document was  
4 prepared as a draft by the people who would, within the  
5 organization, make a recommendation to the Board of SEPTA  
6 that the agreement be finally approved in that form. This  
7 is the same process that we have to go through any time that  
8 we enter into some kind of an agreement with someone.  
9 Obviously, to get the staff input in.

10 Ultimately, if the Board's approval is required,  
11 then it goes to them.

12 The Board has not reviewed this and would not  
13 receive it until we had an agreement between ourselves and  
14 the County which we could recommend to the Board for  
15 adoption. It has not reached that point yet.

16 Q Is formal approval by the Board required to execute  
17 the agreement?

18 A It would be.

19 Q To the best of your knowledge, has either Mr. Walsh  
20 or Mr. Fasy or any other representative of SEPTA that you  
21 have direct knowledge of, had any discussions with Mr. Bigelow  
22 since the proposed agreement was transmitted to him on  
23 September 19th, 1984?

24 A I am aware that Mr. Fasy has discussed this draft  
25 with Mr. Bigelow in terms of what the County proposed to do

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1 with it. And he was informed that it was being referred to  
2 the solicitor. That is how I knew that they had it.

3 Q Are you aware of any other discussions that have  
4 taken place?

5 A I am not.

6 Q Could you briefly describe the concerns that you  
7 are aware of that SEPTA has indicated in the agreement regarding  
8 the provision of buses and drivers to be utilized in the event  
9 of a radiological emergency?

10 MR. CONNER: We object again to this line asking  
11 him to characterize what is in the document. And I am not  
12 sure that it is in the document as to whether SEPTA has or has  
13 not concerns about providing backup buses in the event of an  
14 emergency under the emergency plan. And I don't think there  
15 has been any foundation for that at all.

16 JUDGE HOYT: Ms. Zitzer, I think counsel's objection  
17 is well taken. This is merely, as I understand it, a draft  
18 agreement and there has not been any action taken on this at  
19 all.

20 I can't see that it is probative evidence, even if  
21 admitted.

22 MS. ZITZER: I will rephrase the question, your  
23 Honor.

24 JUDGE HOYT: You may rephrase the question if you  
25 wish. I think the same objection will apply. But, if you want

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1 to try it --

2 MS. ZITZER: Certainly.

3 BY MS. ZITZER:

4 Q Do you have any knowledge of the reason which the  
5 proposed draft agreement which you brought with you today  
6 was transmitted to Mr. Bigelow of Montgomery County?

7 MR. CONNER: We have the same objection with the  
8 premise of the question.

9 JUDGE HOYT: I will let her find out what it was  
10 transmitted for. I don't think that is the same objection.  
11 That objection is overruled.

12 MS. ZITZER: Thank you.

13 THE WITNESS: If I understood your question  
14 correctly, it was transmitted because we understand that he  
15 is the party in Montgomery County who is in charge of the  
16 Office of Emergency Preparedness. Therefore, he is the appro-  
17 priate party to send one to.

18 Montgomery County had asked that we enter into an  
19 agreement with them.

20 BY MS. ZITZER:

21 Q Do you have any knowledge c. why Montgomery County  
22 made that request to SEPTA?

23 JUDGE HOYT: Ms. Zitzer, this witness is with the  
24 Southeastern Pennsylvania Transportation Authority. Those  
25 questions would be better addressed to Mr. Bigelow, I believe,

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1 who is the Emergency Planning Coordinator for Montgomery County.

2 This witness does not have that knowledge. He is  
3 an attorney for this organization. He can tell you what he  
4 has done with the agreement, and he has transmitted. I think  
5 that is about all you are going to get on that one.

6 MS. ZITZER: Your Honor, Mr. Bigelow has already  
7 testified --

8 JUDGE HOYT: Yes. And you may recall him, if you  
9 wish, Ms. Zitzer.

10 MS. ZITZER: I wish to determine what SEPTA's concerns  
11 are about the use of its buses and drivers in the event of a  
12 radiological emergency. And I am not being permitted to  
13 question the representative of SEPTA as to what its concerns  
14 are.

15 I am somewhat at a loss of how to establish a  
16 record.

17 JUDGE HOYT: Assuming that is what you want, Ms. Zitzer,  
18 why don't you ask that question.

19 MS. ZITZER: That is what I am attempting to do.  
20 Thank you.

21 JUDGE HOYT: Try it.

22 BY MS. ZITZER:

23 Q Mr. Wert, do you have any knowledge of the concerns  
24 of SEPTA regarding the provision of buses and drivers from  
25 the Frontier Division to be utilized by Montgomery County in

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1 the event of a radiological emergency at the Limerick Generating  
2 Station?

3 MR. CONNER: I have to object to this on about  
4 three different grounds:

5 We now have Frontier introduced for the first time,  
6 which is kind of confusing.

7 Two, there is no foundation that this witness is in  
8 a position to respond to whatever concerns are. He says he  
9 is a deputy general manager, and a lawyer who saw the  
10 agreement.

11 And, as I understand it, they have yet to talk to  
12 the governing board of SEPTA about the matter. So, I don't know  
13 if he is qualified to even speak on behalf of the responsible  
14 governing board of the agency. So, I don't think there is any  
15 foundation for this.

16 JUDGE HOYT: I am going to take your objection on  
17 the basis of lacking foundation, and sustain the objection  
18 on that ground.

19 Unless you can show, Ms. Zitzer, that this witness has  
20 some knowledfe of that, that line of questioning is going to  
21 be foreclosed.

22 All right, go ahead.

23 BY MS. ZITZER:

24 Q Mr. Wert, in the event that SEPTA is requested by  
25 Montgomery county, in the event of a radiological emergency,

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1 to provide evacuation assistance through the provision of  
2 buses and drivers, do you have any knowledge of which buses --  
3 which locations or garage or SEPTA's facilities would be  
4 utilized for such a service?

5 A (Pause)

6 I just wanted to see if there was an objection.

7 (Laughter.)

8 JUDGE HOYT: Try it, Mr. Wert, there may be an  
9 answer there.

10 (Laughter.)

11 THE WITNESS: No sarcasm intended, I assure you.

12 Well, I do have some. You have to understand that  
13 the bulk of our fleet, many times during the day is out on the  
14 road. And so when you ask the question, which garage are we  
15 likely to supply buses from, we might be talking from the point  
16 of housing and origin, but we are not talking about having  
17 a fleet of buses available to drive to some location and that is  
18 sitting in a garage waiting.

19 The most logical point -- assuming that we were in  
20 a part of a service day when we had vehicles in the depot,  
21 would be from Frontier, if you are talking about Montgomery  
22 County, because that is located in Montgomery County.

23 However, there are other depots from which buses  
24 could be supplied, depending upon the lead time that we would  
25 be supplied with to meet whatever needs were being asked to be



mm9

1 met.

2 We have depots all across the five counties, and  
3 buses might be supplied from any of those locations depending  
4 on their availability, the length of time that they would be  
5 required, and how much time we had to make them available.

6 BY MS. ZITZER:

7 Q How large a fleet is operated in Montgomery County  
8 by SEPTA?

9 A We have in the depot, about 41 vehicles at any  
10 one point in time.

11 Q When you say "the depot," what are you referring to?

12 A Frontier Division.

13 Q Where is that located?

14 A It is on Ridge Avenue in Norristown.

15 Q Are there other buses located in Montgomery County?

16 A Well, there is no other depot in Montgomery County.

17 Most of the buses that are operated into and out of Montgomery  
18 County operate from Frontier, although there are other buses.

19 The 45 route, for example, that runs out of the expressway into  
20 the King of Prussia Mall is sometimes operated from the  
21 City Division depot, and sometimes from Victory Avenue, which  
22 is part of the old Red Arrow Division, and is in the same  
23 division that Frontier is in. Suburban Transit is what we  
24 call it.

25 Q Are there any coach buses garaged at the Frontier

mm10 1 Division Depot?

2 A I'm sorry, I missed the first part --

3 Q Are there any coach buses garaged at the Frontier  
4 Division Depot?

5 A I'm not sure I know what you mean by "coach  
6 buses." I assume you mean over-the-road charter kinds of  
7 vehicles.

8 We have regular city buses that are used to  
9 carry people in mass transportation. We have a small group  
10 of buses that are used for charter services, and I guess you  
11 call those coaches. I am not sure whether that is what you  
12 meant or not.

13 Q That, I think, would be what I was referring to.

14 Are any of those buses that you described as  
15 small charter buses, which for the sake of discussion we will  
16 refer to as coach buses, are any of those buses garaged at  
17 the Ridge Avenue Depot?

18 A To my knowledge they are all at Victory Avenue,  
19 which is part of the suburban division at 69th Street.

20 Q Where is that located?

21 A 69th Street Victory Avenue Terminal.

22 Q And, could you provide us with some indication  
23 of the number of buses garaged at the Victory Avenue Depot?

24 A I don't know the exact number. Somewhere in the  
25 neighborhood of 150, I would imagine.

ml1  
1 Q In the event that SEPTA was requested by Montgomery  
2 County to provide evacuation assistance in the event of a  
3 radiological emergency at the Limerick Generating Station, do  
4 you have any knowledge of the concerns -- let me strike the  
5 word concerns.

6 Do you have any knowledge of the terms of the  
7 proposed agreement that has been forwarded to Mr. Bigelow for  
8 the County's consideration?

9 A Yes, I do.

10 Q And what is your knowledge of those concerns?

11 A There are several areas. First of all, compensation  
12 is one of them. If you understand our structure, we have very  
13 little ability to fund an undertaking of this nature on our own.

14 Another is the availability of operators. We are of  
15 the opinion that this is an activity that we would have to ask  
16 volunteers to participate in. And we also would be hard  
17 pressed to, at this point, commit a specific number of vehicles  
18 from a specific location because of the various service needs  
19 that we have throughout the day, and how those fluctuate. As  
20 I explained earlier, we don't have vehicles sitting in a depot  
21 waiting to be called upon.

22 So, if we were called upon to supply vehicles in the  
23 event of an emergency, and if in fact the Board agrees that  
24 this was something that they wanted to do through this agreement  
25 and they wanted to be bound to provide a specific number, we

mm12

1 would have to pull vehicles off the street, take them out of  
2 service. There would be passengers on those vehicles, there  
3 would be passengers waiting to be picked up who would be  
4 left stranded.

5 So, we have not taken the approach of guaranteeing  
6 any specific number of vehicles in this draft. Rather, we  
7 have taken the approach of saying we will supply what we  
8 have available when the time comes, assuming that we are being  
9 compensated for it, and that we are going to come up with an  
10 adequate number of operators who will volunteer to operate  
11 those vehicles.

12 But, we have no way of knowing exactly what the  
13 size of the fleet's availability would be at that time.

14 Q The drivers that are normally operating the buses  
15 which you have referred to, are they members of any particular  
16 union?

17 MR. CONNER: Objection. Irrelevant.

18 JUDGE HOYT: Sustained.

19 BY MS. ZITZER:

20 Q Have you had any discussions with any of your bus  
21 drivers or representatives of their union regarding their  
22 involvement in providing this kind of service in the event of  
23 a radiological emergency at the Limerick Generating Station?

24 A No.

25 Q Do you have any knowledge of the point in time when

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1 discussion with the drivers might be deemed appropriate by  
2 yourself or other members of SEPTA?

3 A Well I would think that in the event that we arrived  
4 at an agreed-upon draft agreement, which we would then send to  
5 the Board, subsequent to that there would be some discussion  
6 with the union leadership about the possibility of their  
7 members being called upon to operate vehicles.

8 But, I would not think it appropriate to do that  
9 until we have some form of an agreement that we have reached.

10 Q When you say you don't think that would be appro-  
11 priate to do until you have an agreement, with whom are you  
12 referring to having an agreement?

13 A Between SEPTA and the respective counties.

14 Q Do you have any knowledge whether or not the  
15 drivers would be consulted prior to the approval of any agreement  
16 between SEPTA and the respective counties?

17 MR. CONNER: Objection. Asked and answered.

18 JUDGE HOYT: Sustained.

19 BY MS. ZITZER:

20 Q In the event that there were insufficient driver  
21 volunteers available to drive your buses if called upon in the  
22 event of a radiological emergency -- and I am referring to  
23 the drivers that normally operate your buses -- have you given  
24 any consideration whether or not you would look for volunteers  
25 elsewhere?

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1           A       We've had some discussion about it. We think that  
2 that is not something we would do.

3           Q       Why is that?

4           A       There are potential implications regarding the  
5 union contract before we can do that.

6           Q       What do you mean by "potential implications"?

7           A       Well, the operators have certain obligations to  
8 operate the equipment. And, unless they are in a position  
9 where they are refusing to do that which they have been  
10 properly ordered to do, I think that it would cause some  
11 problems in our relationship with them for us to take on what  
12 they might otherwise view as responsibilities that they had,  
13 take the vehicles away from them off of the routes, and in fact  
14 put them in a situation where they are not being employed to  
15 do their job in order to put the vehicles somewhere else.

16                   I think that would cause us some problems.

end T4

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1 Q In the event that SEPTA reached an agreement with  
2 the respective counties, would you consider your drivers  
3 obligated to carry out such an assignment in the event of a  
4 radiological emergency at Limerick?

5 A As I said earlier, our position has been in the  
6 draft agreement that we have offered and in our discussions  
7 internally that we would ask for volunteers to operate the  
8 vehicles. I do not at this point believe in our discussions  
9 that it is something we think we would order anyone to do.

10 Q In the event that you determined there were  
11 insufficient driver volunteers from your normal work force,  
12 what effect would that have on your ability to provide  
13 buses and drivers as requested by either Chester or Montgomery  
14 County?

15 A Obviously by the form of your question, you have  
16 assumed that we would not have enough volunteers. If we  
17 didn't have enough volunteers, we couldn't operate the vehicles.

18 Q I believe you testified that you had been directly  
19 involved with discussions with the Chester County Department  
20 of Emergency Services regarding the provision of buses and  
21 drivers to assist in evacuation in Chester County, is that  
22 correct?

23 A That is correct.

24 Q With whom have you had these discussions?

25 A With Tim Campbell's deputy, John McNamara, and

mn5-2

1 with their representative from their solicitor's office whose  
2 name escapes me.

3 Q What has been the nature of your discussions with  
4 Mr. McNamara?

5 A We went out and had a meeting with him in the  
6 middle of December and actually had a negotiating session  
7 over this draft. In fact, we have reached between us at  
8 this point basically an agreed form for the draft, that is  
9 between the SEPTA staff and Chester County. There were a few  
10 things that had to be ironed out and that Chester County wanted  
11 to take a shot at in terms of wording to see if they could  
12 nail those down. But we had basically agreed on the form of it.

13 Q When you say the agreement needed to be ironed out,  
14 are you referring to the same agreement which you have brought  
15 with you today which was also sent to Mr. Bigelow or is there  
16 a different agreement that has been proposed to Chester County?

17 A No. It is the same agreement. The same draft  
18 agreement was sent to both counties.

19 Q What is the nature of the ironing out which you  
20 referred to which you have been conducting with Mr. McNamara?

21 A There are several things. First of all, we have  
22 changed the triggering mechanisms here so that not only  
23 could the vehicles be made available in the event of an  
24 emergency where the Governor would ask for evacuation but  
25 also should the Chester County in this case Commissioners



mn5-3

1 require it so I would assume that we would make the same  
2 thing available to Montgomery County. But we have made it  
3 clear that we are not obligated to furnish any specific  
4 number of vehicles but rather we would furnish those  
5 vehicles that we found available at any point in time  
6 when they might make the request to us. We would tell them  
7 how many vehicles we could make available depending on the  
8 time frame that they needed them for and then they would  
9 decide how many they wanted.

10           There was agreement that we should be compensated  
11 for that. They are going to figure out who is going to pay  
12 that bill. We did some things to the indemnity agreements  
13 which are in here in the event that there were to be any  
14 injuries because SEPTA doesn't feel that it should have any  
15 responsibility for that activity either.

16           Basically we have been a little more liberal and  
17 a little less legalistic with some of the provisions that are  
18 in here.

19           Q.    Have there been any discussions with Mr. McNamara  
20 or any other representative of Chester County regarding any  
21 particular number of buses that might be required?

22           A.    We talked about numbers somewhat hypothetically  
23 during our negotiating session but we made it clear to them  
24 that we faced the problems which I just very briefly outlined  
25 for you here today regarding the availability of vehicles and

mn5-4

1 operators. As a result of that, I think we have come to the  
2 conclusion that while we can't promise that we will furnish  
3 them any hard number of vehicles that we will furnish what  
4 we can at the time.

5 Q During your hypothetical discussions with  
6 Mr. McNamara, could you inform us as to any information you  
7 are aware of regarding the number of buses that has been  
8 discussed or a range of buses that has been discussed?

9 A I don't remember the exact number that they were  
10 asking for so anything that I were to tell you would be my  
11 best guess at this point.

12 Q However, since you have been directly involved in  
13 those negotiations, could you provide us with your best  
14 estimate of what number of buses you have generally been  
15 discussing with Mr. McNamara?

16 A My recollection is that he was looking for something  
17 in the neighborhood of about 100 or a little above that but I  
18 could be wrong about that. I didn't pay a great deal of  
19 attention to the numbers because we knew we couldn't agree to  
20 any specific number so we got rather quickly off of that point.

21 Q All right. In the event that Chester County required  
22 100 buses to be provided -- let me strike that and rephrase  
23 that. In the event that Chester County requested you to  
24 provide 100 buses for the evacuation in the event of a  
25 radiological emergency at the Limerick Generating Station, have

1 you had any discussion what the possible source of those buses  
2 might be?

3 A Yes, we did. They made us aware of the fact that  
4 were they to need buses, they would have a rather long lead  
5 time in terms of making that need known to us because as they  
6 pointed out, these things tend to develop over a period of some  
7 hours and if they could give us a fair amount of time, then  
8 we might be able to take the vehicles from various parts of  
9 the system even though it might take an hour or two to get  
10 them to a particular point in Chester County if we had that  
11 time. That makes a greater base from which we could pull  
12 vehicles not just the Frontier or the Victory Avenue locations.

13 So they indicated to us that they would try to  
14 give us as much lead time as possible and that would give us  
15 an opportunity to see where we were in terms of our service  
16 patters at that point and to tell them how many vehicles we  
17 would have to give them and how long we could let them have  
18 those vehicles to use and they said that they would respond  
19 and tell us how many they wanted at that point in time.

20 So this is something that I envision from our  
21 discussion could take a couple of hours and that they might  
22 have that time to work out with us when a particular emergency  
23 might arise how many vehicles they actually would get.

24 Q Are there any of your buses that are garaged or  
25 housed within Chester County itself?

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1 A. No. We do not have any depots in Chester County.

2 Q Do any of the buses from the 69th Street Terminal  
3 which I believe you referred to as Victoria --

4 A. Victory Avenue.

5 Q Victory Avenue. I am sorry. Do any of those  
6 buses routinely provide transportation in Chester County?

7 A. No. I think most of the routes we operate in  
8 Chester County operate out of Frontier although there may be  
9 one or two of them from Victory Avenue. Most of them are  
10 probably from Frontier.

11 Q When you say the "Frontier," what are you referring  
12 to?

13 A. The garage that is located on Ridge Avenue in  
14 Montgomery County.

15 Q Is the Victory Avenue Terminal at 69th Street  
16 located in Delaware County?

17 A. Yes, it is.

18 Q Has any member of the Chester County Department of  
19 Emergency Services ever shown you any portions of the  
20 proposed Chester County Radiological Emergency Response Plan  
21 particularly regarding to the sections of the plan detailing  
22 transportation arrangements?

23 A. No, they have not. But to answer your question  
24 totally, I have seen parts of the plan in another capacity  
25 but not the transportation portion and not in connection with

1 this.

2 Q The parts of the plan which you have seen, do they  
3 have any relationship to the provision of transportation  
4 or drivers in the event of a radiological emergency?

5 A To some extent, yes, they do.

6 Q Could you be more specific what you are referring to?

7 A Yes. I am the emergency coordinator for the Township  
8 in which I live and I live in Chester County so as a result of  
9 that, I have seen parts of the plan.

10 Q Which township do you live in?

11 A Charles Town Township.

12 Q Thank you. I thought your name was familiar.

13 Would the concerns that you described about the availability  
14 of operators as we discussed for Chester County also be  
15 applicable to the provision of buses if they were requested  
16 by the Chester County Department of Emergency Services?

17 A Yes. I assume you meant the ones I expressed  
18 with regard to Montgomery County and Chester County. I think  
19 you said Chester.

20 Q Yes. Thank you.

21 Are you aware of the fact that Chester County has  
22 identified an unmet need relating to the provision of buses  
23 and drivers to the Pennsylvania Emergency Management Agency?

24 A Yes, in my capacity in terms of working in the  
25 township; no, in terms of working for SEPTA.

1 Q At any time have you or any other member of SEPTA  
2 that you have discussed this matter with had any conversations  
3 with any representative of the Pennsylvania Emergency Management  
4 Agency regarding the provision of buses and drivers from SEPTA  
5 to be utilized in the event that an evacuation is called for  
6 in the Limerick Emergency Planning Zone?

7 A I have not and I do not know whether any other  
8 members of the SEPTA staff have.

9 Q How recently did you meet with Mr. McNamara from  
10 the Chester County Department of Emergency Services?

11 A It was about the 14th of December. I would have to  
12 check last year's appointment book, 1984's appointment book,  
13 which I don't have with me. But it was somewhere in the  
14 middle of December of 1984.

15 Q What was the nature of your discussions at that time  
16 if you haven't previously identified them? You may have.

17 A I think I have pretty much summarized them. We had  
18 a meeting that lasted about three and a half to four hours in  
19 the courthouse and we met with three people from the Chester  
20 County government and there were myself and three other  
21 members of the SEPTA staff. So we had a rather full discussion.  
22 We negotiated over the terms of this draft agreement which  
23 as I told you had been sent both to Montgomery and Chester  
24 County and we talked about the items which I have briefly  
25 described for you previously.

1 Q At what point in time if you are aware was the  
2 proposed draft agreement forwarded to Chester County?

3 A I think that was in the same time frame that it  
4 was sent to Montgomery County in September of 1984.

5 Q At any time has anyone indicated to you the  
6 possible sources of compensation that you might look to  
7 regarding your involvement in providing buses and drivers  
8 in the event of a radiological emergency at the Limerick  
9 Generating Station?

10 A There are several possibilities. The county is one.  
11 The state is another and the electric company is yet a third.

12 Q Who provided you with this information?

13 A That arose during our discussions in Chester County.

14 Q Could you be more specific where the source of this  
15 information came from?

16 A I don't remember who it was but it was part of the  
17 discussion that we had over who might compensate us and my  
18 recollection is that those were three possible sources. That  
19 has not yet been finally determined as far as I am aware.

20 Q Do you have any knowledge of who if anyone is in the  
21 process of making that determination?

22 A That is one of the issues that the Chester County  
23 people had to look at in terms of finalizing this draft  
24 agreement.

25 Q Would it be correct to say that you expect them to

mn5-10

1 resolve this matter as opposed to yourself or some member of  
2 SEPTA pursuing it on your own?

3 A Yes, inasmuch as it is my understanding that they have  
4 the obligation to prepare a plan and we will need to be  
5 compensated in the event we provide the service. So we put  
6 forward our position and I think that they will have to resolve  
7 what the source will be.

8 Q When you refer to compensation, are you referring to  
9 anything beyond the hourly payment to drivers that would be  
10 providing this volunteer service?

11 A It would be the cost for the operation of the vehicle  
12 as well.

13 Q Is that information contained in the proposed  
14 agreement that you brought with you today?

15 A Not specifically in that it doesn't have a rate in  
16 it, no. There are payment provisions as I recall but they are  
17 not specific enough to tell you what the rate might be.

18 Q Have you given Mr. McNamara or any other representative  
19 of Chester County any estimate of the lead time which you  
20 believe you might require if you were requested to provide 100  
21 buses and drivers in the event of a radiological emergency  
22 at Limerick?

23 A No, we have not. That would be very difficult to do  
24 because it would vary depending upon the time of day even  
25 perhaps the time of the year.



1 Q Do you intend to conduct such a review in order to  
2 determine at least some general information regarding the  
3 availability of your buses?

4 A If they ask us to do it, we can do it. We have not  
5 been asked.

6 Q You also stated that you had some concern about how  
7 long you would be able to provide the buses for use by Chester  
8 County. Could you be more specific what you meant by that?

9 A Yes. The same concern applies to any use such as  
10 this but what it relates to is the fact that because there  
11 are peak periods there are times during the day when we have  
12 more vehicles on the street than at any other times.

13 If you were to have such a need arise during the  
14 evening hours, for example, then we would have the vehicles  
15 available for a fairly long period of time. If it were to  
16 arise in the middle of the day while we may have more vehicles  
17 available then, we are looking at losing part to the rush hour  
18 at the end of the day if we were to commit the vehicles beyond  
19 the middle portion.

20 So it has to do with our service patterns.

21 Q Have you given any consideration as to what action  
22 you might take to interrupt your service patterns if you were  
23 called upon to provide, for example, 100 buses and drivers  
24 during your peak hours in the event of a radiological emergency  
25 at the Limerick Generating Station?

1           A     We have not. That is something that would depend  
2 upon the priorities established by the elected officials in  
3 the region. Were they to decide among themselves or between  
4 themselves and with the SEPTA Board that they would prefer  
5 to forego service because an emergency were that great, then  
6 I think that we would meet the emergency need if that were  
7 the decision. But we are charged with operating service.

8                     We have tariffs and routes which we serve under those  
9 tariffs and therefore passengers who expect to be carried  
10 based on that system which has been established under state  
11 law. Now if an emergency were declared and the elected  
12 officials in the region were to decide that the need was  
13 pressing enough, that that should be met as opposed to meeting  
14 the tariff obligations, then I think that is what we would do.

15                     I think you have to be practical about these things.  
16 But that is not a decision that I can make. That is a decision  
17 that has to be made by the people who supply the subsidies to  
18 us.

19           Q     When you refer to the elected officials of the  
20 region that are members of your Board, could you be more  
21 specific?

22           A     Not all of the members of the Board are elected  
23 officials. Our Board is made up of 11 members, two from  
24 each of the counties including the City of Philadelphia  
25 and one from the State. Some of those members of the Board

1 are county commissioners or supervisors but most of them are  
2 not so the elected officials that I am talking about are the  
3 mayor and the county commissioners who might be involved.

4 Q Could you be more specific with regard to which  
5 counties you are referring to?

6 A It would depend on where we were to take service  
7 from but you are talking about meeting a need in Chester or  
8 Montgomery County. However, that need might be met with  
9 vehicles that would come out of Philadelphia County or perhaps  
10 from Bucks County or Delaware County or Montgomery or Chester  
11 County. So were we to take the service out of those areas  
12 I think we would want to have some understanding and agreement  
13 with the area from which the service was being taken if that  
14 was to be done.

15 Q Do you believe that having that kind of an agreement  
16 would be considered necessary if you have an opinion or  
17 knowledge of this by the SEPTA Board before they considered  
18 entering into a formal agreement with either Chester or  
19 Montgomery County regarding the provision of these buses and  
20 drivers?

21 A I don't know that. I do know that the representatives  
22 on the SEPTA Board do consult from time to time with the  
23 member governments that they represent. I would assume that  
24 before we would enter into such an agreement they would have  
25 those discussions but I have no way of knowing.

1 Q Who from Montgomery County is a representative  
2 on the SEPTA Board?

3 A Mr. Frank Jenkins, Mr. Lewis Gould.

4 Q Who from Chester County is a representative on the  
5 SEPTA Board?

6 A Mr. Joseph Pyle and Mr. Bob Thompson.

7 Q Who from Bucks County is on the SEPTA Board?

8 A Mr. James McHugh and Mr. Franklin Wood.

9 Q Has there been any discussions that you are aware  
10 of regarding proposals to provide training for your drivers  
11 in the event that this proposed agreement with either Chester  
12 or Montgomery County were entered into?

13 A We have had some discussion with Chester County  
14 during the session in December.

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END#5

1           Q     What was the nature of that  
2 discussion?

3           A     Just merely that we would, in the event that  
4 we finally reached an agreement, we would want to work  
5 out with them provisions for some training vehicles so that  
6 in the event that operators were called upon to volunteer  
7 to do that, they would have some familiarity with what it  
8 was that they were being asked to do, the environment  
9 in which they would be going, and how the service would  
10 be provided.

11          Q     Do you believe that having that training will have  
12 an effect on the ability of your drivers to provide this  
13 service if called upon in the event of a radiological  
14 emergency?

15          A     I think it would be helpful.

16          Q     Has there been any discussion with Mr. McNamara  
17 or any representative of Chester County regarding the  
18 possible schedule or time frame where any formal discussion  
19 of the agreement by Chester County might be considered or  
20 anticipated?

21          A     Yes.

22          Q     Could you provide some information regarding the  
23 status of that?

24          A     Yes, ma'am.

25                   We had agreed in our meeting in mid-December that

1 we would be shooting to have this draft agreement  
2 nailed down with hopes of sending it to the SEPTA board  
3 at its January meeting. Failing that, February at the  
4 outside.

5 Q In order to do that, what action must be  
6 taken by Chester County?

7 A They have to go through the redrafting process  
8 that I mentioned on several of these items and furnish the  
9 draft to us which they said they would do at the  
10 beginning of January.

11 Then we have to prepare a decision paper  
12 internally which circulates the draft agreement to the  
13 staff, assuming that all of the appropriate members of  
14 the staff who might be involved in approving it sign off  
15 on it.

16 It would then go to the SEPTA board at its  
17 meeting on the 4th Wednesday of January.

18 Q When you referred to "they" having to revise  
19 the proposed agreement, I believe you are referring to  
20 someone in Chester County; is that correct?

21 A That is correct.

22 Q Who specifically are you referring to?

23 A There is a representative from the city solicitor's  
24 office or the solicitor's office -- I'm sorry -- out there  
25 whose name escapes me. It was a gal who came to the meeting,

1 and I have it in my file someplace, but I didn't bring the  
2 files with me.

3 We actually sat down over the agreement, across  
4 the table, and marked it up. And there were a couple of  
5 open items which they wanted to take a crack at drafting  
6 based on our discussions. There were things that they  
7 felt they would feel a little more comfortable with if  
8 they put the words in. And we basically agreed on the form  
9 that they should be in, and they were just going to actually  
10 write them up.

11 So it should be a fairly simple process. When  
12 we left that day, I felt that we were very close to  
13 having a final agreement that we could recommend to the board.

14 Q At what point in time would you anticipate  
15 that agreement or any similar agreement being presented  
16 to the Chester County Commissioners for their consideration?

17 A I have no way of knowing what their process would  
18 be.

19 Q Have you had any discussions with Mr. McNamara  
20 whether or not he intended to provide this proposed agreement  
21 to the Chester County Commissioners for their review or  
22 consideration?

23 A I have not, but I have had discussions with  
24 Mr. Thompson, who is also on our board and who is a  
25 Chester County commissioner, about this. And I know that he

1 is very much aware of the situation. In fact, he was  
2 in and out of the meeting room the day that I was there.

3 Q Did he at any time discuss with you whether or  
4 not the Chester County Board of Commissioners would  
5 consider approval of such an agreement prior to your  
6 presenting it to the SEPTA board?

7 A He did not, although I discussed with him  
8 subsequent to the meeting briefly what our process had  
9 been on the day that we met and pretty much the terms that  
10 would be in the draft. And he didn't express any problem  
11 with them.

12 Q Once he sees hard copy, he may feel some problem  
13 would arise. But at least from our discussion, he didn't  
14 seem to have any.

15 Q Did you have any discussions with Mr. Thompson  
16 regarding the provision of driver volunteers from your  
17 routine driving force?

18 A Yes. I told him that that was one of the provisions  
19 that would be in the agreement. That basically we would  
20 supply those vehicles and operators that we had  
21 available, and that we would be looking for volunteers.

22 Q Did you have any further discussion about the  
23 availability of driver volunteers with Mr. Thompson?

24 A No.

25 MR. CONNER: Objection. Well, it was already



1 answered.

2 JUDGE HOYT: Will you move to strike or not?

3 MR. CONNER: He said no.

4 JUDGE HOYT: All right.

5 Proceed.

6 MS. ZITZER: Thank you.

7 BY MS. ZITZER:

8 Q With regard to Montgomery County, have you had  
9 any conversation since the September 19 transmittal of  
10 the proposed agreement with Mr. Bigelow, with either him  
11 or any other representative of Montgomery County regarding  
12 the possible time frame or schedule for the consideration  
13 of approval of that agreement by SEPTA?

14 A Nothing about any of those items, no.

15 Q Could you provide us any information you are  
16 aware of regarding what procedure will be utilized to  
17 identify driver volunteers to provide service of called upon  
18 in the event of a radiological emergency at Limerick?

19 MR. CONNER: I object to that. It seems to  
20 be more of a rehash about volunteers driving again, but  
21 I couldn't really understand it. So I will object to  
22 it as being incomprehensible, too, but it is certainly  
23 going over the same area again.

24 JUDGE HOYT: I am going to take the latter  
25 ground. I believe we have been through this subject of

1 volunteers, Ms. Zitzer. The question does not appear to  
2 elicit any new information.

3 The objection is sustained.

4 MS. ZITZER: Your Honor, I don't believe --

5 JUDGE HOYT: Ms. Zitzer, the objection was  
6 sustained.

7 MS. ZITZER: I didn't have a chance to respond.

8 BY MS. ZITZER:

9 Q Do you have any knowledge of whether there are  
10 any plans to survey the SEPTA drivers to determine  
11 their willingness to volunteer for an evacuation-related  
12 assignment in the event of a radiological emergency  
13 at Limerick?

14 MR. CONNER: Objection. Irrelevant. Also  
15 cumulative. The witness says, at some point in time in  
16 the future there might be some discussion with the  
17 drivers and/or their unions.

18 MS. ZITZER: Your Honor, I think at some point  
19 it has to be established that there is going to be an  
20 attempt to identify these volunteers. I am simply trying  
21 to ask --

22 JUDGE HOYT: I believe, Ms. Zitzer, the witness  
23 has given you his information, and he said at some point  
24 in time. I do recall that testimony.

25 MS. ZITZER: And the question is, will he conduct

1 a survey or what means will be use to identify the volunteers.

2 JUDGE HOYT: The objection is sustained.

3 BY MS. ZITZER:

4 Q Have any drivers contacted you or any other  
5 member of SEPTA that you are aware of to indicate their  
6 willingness to volunteer for bus driving assignment in the  
7 event of a radiological emergency at the Limerick Generating  
8 Station?

9 A I am aware of none, but we have not asked for  
10 volunteers either.

11 MS. ZITZER: I have no further questions.

12 JUDGE HOYT: Very well.

13 Mr. Conner, you have one hour of cross-examination.

14 CROSS-EXAMINATION

15 BY MR. CONNER:

16 Q Mr. Wert, on a preliminary basis, for those of  
17 us who are not familiar with the structure of SEPTA, I  
18 would like to ask you a few general questions from what  
19 I think the situation is in an effort to speed through this  
20 since I am under a one-hour time constraint.

21 A Yes, sir.

22 Q SEPTA, as I understand it, is sort of an  
23 amalgamation or a consolidation of various independent  
24 bus -- transportation organizations in the Philadelphia  
25 area?

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1           A     No. Let me take one minute of your time and  
2 correct it. SEPTA, under state law, is an agency and  
3 instrumentality of the Commonwealth of Pennsylvania.  
4 We are in the corporate forum.

5                     We have representatives from each of the member  
6 counties, including the state as I described.

7                     In the past, SEPTA, when it was first  
8 formed, had no services of its own which it operated.  
9 It subsequently acquired, through purchase, the PTC  
10 in 1968, the Red Arrow Division, which is now part of  
11 the Suburban Transit Division, in 1970, I believe it was.  
12 And then about the same time, the Schuylkill Valley Lines,  
13 which became what is now known as the Frontier Division.  
14 And those two were merged.

15                     We have since also acquired the operating  
16 responsibility and the ownership of the rail lines over  
17 a period of several years beginning in 1976, when we had  
18 a contract with Conrail, and ranging up to 1983 when we  
19 actually took over the operation of the service.

20           Q     How many board members are there of SEPTA?

21           A     There are 11, sir.

22           Q     How many counties?

23           A     Five member counties, two each. That is ten.

24                     And one from the state, 11.

25           Q     Is SEPTA a public utility under Pennsylvania law?

1 A Yes, sir.

2 Q Now, in addition to providing transportation  
3 service to the public, does it have any specific obligations  
4 under law to provide emergency service in the event of  
5 to protect the public health and safety above and beyond  
6 what may be in your tariffs?

7 A Having been the general counsel for five years,  
8 I am fairly familiar with the statute. I am searching my  
9 recollection. I can't recall any specific language that  
10 does that, although there may be some general health and  
11 welfare kinds of things that could be construed that way  
12 should the need arise.

13 Q Not only whatever is the organic statute for  
14 SEPTA may be, but for any of the emergency plan legislation  
15 in Pennsylvania, such as Public Law 1332 and so forth.

16 A Quite frankly, sir, although I am familiar with  
17 that statute to some extent, I have not looked at it  
18 with that thought in mind.

19 Q Are you familiar that the governor could  
20 declare a general emergency or state of emergency?

21 A Yes, sir, I am.

22 Q In which case, in effect, order your busses  
23 to do whatever might be necessary for an emergency?

24 A Your conclusion, not mine. If you say it, I  
25 guess it is true. I haven't looked at the statute with that

1 in mind.

2 I am not saying it is not true. I just haven't  
3 looked at it with that in mind.

4 Q Are the individuals -- the two county members  
5 of SEPTA, the two members of SEPTA from each county that  
6 you referred to, are they independent officers or  
7 do they -- or do they act as agents of their counties?

8 A Well, one of them, Mr. Gould, is also the  
9 chairman of the board. So to some extent, because he  
10 occupies a dual status, he is, I would say, at times  
11 independent and needs to be.

12 I think the others represent the counties  
13 from which they come. However, they have tended to act  
14 together as a body to meet the needs of the region from  
15 a transportation standpoint.

16 So while there is some kind of parochial  
17 view of things, there is a need and an attempt to work  
18 together in a regional way.

19 Q For example, if, say, Bucks County Commissioners  
20 ordered their representatives on SEPTA to vote a certain  
21 way, would those representatives be bound to vote the  
22 way they were told to by their county commissioners?

23 A That is not necessarily clear. And in my  
24 understanding, I am not aware that it has been decided.  
25 I think generally that is what happens, but I am not aware

1 that there has ever been any court decision to that effect.

2 Q It is more a matter of politics than than defined  
3 law?

4 A I think so, yes, sir.

5 They are appointed by the respective county  
6 governments, and I think that the way it is operated  
7 practically is that there has been cooperation. But I  
8 don't think that there has ever been a decision or that  
9 the statute says specifically that they must obey every  
10 dictate which is given to them by the appointing authority.

11 Q How old is SEPTA in its present form since it  
12 was created by the state and consolidated as an agency?

13 A The legislation authorizing it was first passed  
14 in 1963, the Metropolitan Transportation Authorities Act  
15 of '63. SEPTA was formed in February of 1964 when the  
16 member governments appointed qualifying members. And it  
17 first came into existence having obtained a certificate  
18 from the secretary of the Commonwealth under the  
19 statute.

20 The statute was amended actually repealing  
21 the earlier one and putting into effect a new one,  
22 basically in some of the same form. There were some  
23 changes made in 1980. And so SEPTA has really existed  
24 since its formation in '64, although there has been a  
25 change '80 in some of the form.

1 Q Is it fair to say that SEPTA has existed  
2 as a legal entity for approximately 20 years?

3 A That's right.

4 Q In that 20-year period, has SEPTA been called  
5 upon to provide emergency services in the event of,  
6 say, floods or similar natural disasters or any kind of  
7 disasters?

8 A I am not aware that it has been.

9 Q Does SEPTA have an agreement with the City of  
10 Philadelphia Office of Emergency Planning?

11 A I am not aware of one. There may be, but I  
12 am not aware of it.

13 Q Has SEPTA ever provided emergency services to  
14 evacuate the airport?

15 A I don't know whether they have or not. But  
16 I would point out to you that the airport service has  
17 been operated for some years under a contract which we  
18 had with the City of Philadelphia. We don't currently  
19 have that contract. Another entity does now.

20 So there were a certain number of vehicles that  
21 were committed to that service, and I think they could  
22 give pretty much the direction they wanted to those vehicles.

23 Q Is it then your testimony that in its 20 years  
24 of existence, you are not aware of SEPTA ever having  
25 provided its vehicles, busses primarily, to help in the



1 evacuation of people in various areas of Pennsylvania?

2 A It may have happened, but I am not aware of it.

3 Q Did you have any participation in the Wilkes-Barre  
4 flood evacuation? /

5 A No, sir. Not that I am aware of.

6 Q Have you had any discussions with the state  
7 PEMA, Pennsylvania Emergency Planning Agency, with respect  
8 to providing services?

9 A None that I am aware of, no.

10 Q You have no agreement with the city?

11 A I don't believe we do.

12 Q Could you check that and in the event there  
13 is such an agreement, let us know.

14 A I could do that.

15 Q Is this form of agreement to provide assistance  
16 that you have referred to as being the same generated  
17 by SEPTA and sent to Montgomery and Chester Counties,  
18 is this then a unique document in the sense that it  
19 is -- this is the first time one has ever been written?

20 A I believe it is.

21 Q Do you have any positive -- in your position,  
22 you ought to know. I am not arguing with you. I just  
23 need to nail it down for the record.

24 A That's right. I would think I would know. And  
25 having operated the legal department for some years, I never

1 came across one. I am not aware that we have one. I  
2 am just answering you in this fashion because I haven't  
3 been through every file that we have that may range back  
4 to SEPTA's formation.

5 But I think I can tell you that since I went  
6 there the end of September of '77, I am not aware that  
7 we have entered into any agreements with the city for  
8 these kinds of services. I think I would know that, had  
9 we done it, because I would have been involved in drafting  
10 and negotiation of those in my previous capacities.

11 Q Suppose there were a real emergency, and the  
12 example we have used before was this methyl isocyanate.  
13 Suppose there were a hurried call to you, the ranking man  
14 in SEPTA, could you provide as many busses to point X on  
15 the turnpike. What do you think SEPTA would do? Send the  
16 busses or negotiate a contract or what?

17 A I think we would try to see if we could cooperate.  
18 In spite of what some folks think -- I am not going to  
19 take up your time with an advertisement -- we generally  
20 do try to be of assistance and have a "can do" attitude.  
21 But it is a complex world we live in, as I am sure you  
22 can appreciate.

23 We have now the time to negotiate a contract,  
24 which is what we are doing. Assuming there were a real  
25 emergency that threatened life and limb and that we could

1 find the operators who would take themselves into that  
2 emergency, and that is not something I am about to  
3 order anybody to do, and I don't think you would either,  
4 unless we had authority that ordered us to do it.

5 But I think we would look for volunteers and  
6 probably try to meet that need.

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1 Q You know your people pretty well. Do you think  
2 they are the type who would sit back and let somebody else  
3 do it, until you can find enough drivers to run the buses?

4 A I have talked to people. I don't know. There are  
5 some individuals, there are some -- most of them are pretty  
6 good people. I think most of them would want to help.

7 Q Have you ever had any meetings with FEMA and the  
8 State in terms of providing service in the event of an  
9 emergency?

10 Have you had any discussions with any other state  
11 agencies and FEMA to your knowledge, or its predecessor?

12 A I am aware of none, no.

13 Q Has the state contacted you at all in any capacity?

14 A They have not contacted me.

15 Whether or not they have contacted any other  
16 member of SEPTA, I don't know.

17 Q Some nuts and bolts questions. I am trying to  
18 avoid getting bogged down.

19 At one point you were asked a question in Montgomery  
20 County about the Ridge Avenue Depot, and I think you said there  
21 might be 41 at any one time.

22 A That's what we have from the depot, generally, yes.

23 Q Is that the total number assigned to it?

24 A That's correct, total number assigned.

25 Q Then the Victory Avenue Depot, 150 I think you said

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1 approximately?

2 A That's a round number. I'm not sure that it's  
3 exact.

4 Q Here again they are assigned?

5 A Yes.

6 Q How many buses does SEPTA have?

7 A We've got about 1500.

8 Q 1500. How many drivers do you have? Round numbers,  
9 again?

10 A Well, there are about 4000 people in the Transporta-  
11 tion Department, let's put it that way. Now they don't all  
12 drive buses.

13 Q Can you give me some idea of how many of them are  
14 licensed to drive buses?

15 A I would say probably all of those are. Some of them  
16 are trainers, some are supervisors. They work shifts and so on.

17 Q Here again, I am trying to not get bogged down.

18 Do you service, does SEPTA service all of Montgomery  
19 and Chester Counties?

20 A We service all of -- well, there are some private  
21 companies that operate service in those counties. So, I  
22 wouldn't say that we service all of it, no.

23 Q Okay.

24 Is there any significance to the fact that you don't  
25 have a depot in Chester County?

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1 A None that I'm aware of. There just hasn't been a  
2 need for one there at this point.

3 Q Relating to the Chester County agreement, you talked  
4 about the negotiations you had with, well, three or four  
5 people for a three and a half to four-hour meeting and so  
6 forth. Based upon your past experience, would it appear  
7 that this agreement is likely to be ironed out, I think your  
8 words were, so that it can be presented to the governing  
9 bodies of both groups?

10 A That's my expectation, yes.

11 Q We have referred to Pamphlet Law 1332. Are you  
12 aware of the provision in it calling for compensation to  
13 people engaged in emergency services?

14 A Yes, I am.

15 And I am also aware that they are given standards  
16 in terms of any injuries that they might suffer and so on  
17 if they are working in that capacity.

18 Q Is that what you had in mind when you were referring  
19 to possible compensation from -- I forget how you said it --  
20 the State or the county?

21 A To some extent, yes.

22 Q Okay.

23 MR. CONNER: We have no further questions.

24 JUDGE HOYT: Very well.

25 Commonwealth has 30 minutes.

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1 MR. GOODWIN: I have no questions.

2 JUDGE HOYT: FEMA, do you have any?

3 MR. HIRSCH: Your Honor, I wonder if it would  
4 be possible for me to take a look at the nine-page agreement  
5 which is the document the witness testified about.

6 Maybe this would be a good time to take a break. I  
7 may have a few questions, I may not have any.

8 JUDGE HOYT: Is that agreeable with the witness?

9 THE WITNESS: Yes, ma'am.

10 JUDGE HOYT: Very well.

11 You may retrieve it, Mr. Hirsch, from the witness.

12 MR. HIRSCH: Can we take a break now, or shall I --

13 JUDGE HOYT: I didn't think we would.

14 MR. HIRSCH: It might be more convenient for every-  
15 body if I could have five minutes or something to look at the  
16 document.

17 JUDGE HOYT: I think the Board wants a break.

18 We will adjourn for about 15 minutes.

19 If you will sir, please provide Mr. Hirsch -- he is  
20 the Federal Emergency Management Agency counsel.

21 THE WITNESS: Yes.

22 JUDGE HOYT: Thank you, sir.

23 (Document handed to counsel for FEMA.)

24 (Recess.)

25 JUDGE HOYT: Very well, let the hearing come to

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mm5 1 order.

2 Let the record reflect that all the parties to  
3 the hearing who were present when the hearing recessed, are  
4 again present. And that the witness, Mr. Robert C. Wert, has  
5 taken his place on the stand.

6 Sir, you have previously taken an oath here in  
7 this hearing. I will remind you that you are still under that  
8 oath.

9 THE WITNESS: Yes, your Honor.

10 JUDGE HOYT: Ready, Mr. Hirsch?

11 MR. HIRSCH: Yes, I am.

12 JUDGE HOYT: Fire when ready.

13 MR. HIRSCH: Thank you.

14 Mr. Wert, because we are dealing here with only  
15 one copy of the draft agreement you have been discussing on  
16 your direct and cross examination, and with the Court's  
17 permission what I would like to do is read one paragraph of  
18 the draft agreement to the witness and ask him a question  
19 about it.

20 JUDGE HOYT: Very well.

21 For the purposes of identification also, advise us  
22 the page number and the paragraph that you are reading from  
23 in the event that it becomes pertinent at some future point in  
24 the record.

25 MR. HIRSCH: Very well.



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1                   Your Honor, I guess this would be an appropriate  
2 time to state for the record that I would like to have the  
3 draft agreement marked as an exhibit for identification  
4 purposes. And eventually, I assume, I will move it into  
5 evidence.

6                   What I had planned on doing -- I had spoken to  
7 the witness during the break -- was to take this one copy we  
8 have today and reproduce it tonight or sometime tomorrow,  
9 so that all the parties could have a copy of the agreement.  
10 I would then return the original to the witness.

11                   Does that sound agreeable?

12                   JUDGE HOYT: That certainly is acceptable to the  
13 Board.

14                   I don't think there are any objections, sir. I  
15 think the Board would adopt that, so we can mark that FEMA  
16 exhibit 1 for identification, or is it 2?

17                   Very well, the document described by counsel, which  
18 is an agreement in draft form between the Southeastern  
19 Pennsylvania Transportation Authority (SEPTA) and the  
20 County of Montgomery, Pennsylvania, will be marked as  
21 FEMA Exhibit E-2 for identification.

22                   (The document referred to was  
23 marked FEMA Exhibit No. E-2  
24 for identification.)

25                   JUDGE HOYT: Very well, counsel, go ahead.

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BY MR. HIRSCH:

2 Q Mr. Wert, what I would like to do is to read to  
3 you paragraph 2 of the draft agreement between SEPTA and  
4 Montgomery County.

5 Paragraph 2 provides, and I quote:

6 "The parties covenant and agree that in the  
7 event of such notification from the Offices'  
8 coordinator under the conditions set forth in  
9 the preceding paragraph, SEPTA shall immediately  
10 determine what Frontier buses, if any, are available,  
11 and shall immediately notify the Offices'  
12 coordinator of the said number and a length of time  
13 for which those buses are available to the Office  
14 for use under the terms of this agreement."

15 My question to you, Mr. Wert, is based on the terms  
16 of that proposed paragraph.

17 Is it conceivable that in a given instance when  
18 SEPTA might be called upon to provide buses for use as a result  
19 of an accident at the Limerick Generating Station, that there  
20 would be no buses or limited numbers of buses available from  
21 SEPTA?

22 A That is possible. But, let me hasten to explain  
23 to you that the draft which we have worked over for Chester  
24 County had stricken from it the reference to Frontier, and the  
25 notion was that depending upon the time available to us, we

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1 might call from the entire system.

2 And so, while I still can't tell you what the  
3 availability of vehicles will be, there is a larger base  
4 from which we could call, rather than just the Frontier  
5 Division, assuming that the timeframe was such that we would  
6 have the ability to do that.

7 Q Let me follow up on that if I might.

8 Even if SEPTA were to agree to the potential use  
9 of buses other than from its Frontier facility, isn't it  
10 conceivable that in a given instance there might be either  
11 no or limited numbers of buses available?

12 MR. CONNER: I object to this question, unless it  
13 is put in the context of the witness' earlier answer.

14 The witness said, depending on the timeframe. But  
15 he related the amount of time that might be available for  
16 prior notice, in which case there would be some kind of a  
17 mobilization.

18 The question is vague in the sense that it could be  
19 interpreted as an instant notification or the type of long  
20 period of time that the witness put into his answer on direct  
21 for mobilization or notification.

22 MR. HIRSCH: Your Honor, I will rephrase the ques-  
23 tion. I didn't intend that interpretation.

24 JUDGE HOYT: Very well. I think though that that  
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mm9 1 context is possible, Mr. Hirsch, and if you rephrase it I  
2 think we can avoid that.

3 BY MR. HIRSCH:

4 Q Mr. Wert, is it conceivable that whatever SEPTA  
5 buses, whether they are from Frontier facility or any other  
6 facility might in general terms be available for use for  
7 evacuation purposes in Montgomery County as a result of an  
8 accident at the Limerick Generating Station, is it conceivable  
9 that for whatever reason presumably -- the first reason that  
10 comes to mind is that the buses -- it would be rush hour in  
11 Philadelphia, and that buses might not be available for use  
12 for evacuation purposes. Is it conceivable that limited  
13 numbers of buses, or even no buses might be available in a  
14 given instance?

15 A Depending on what facts you plug into the  
16 circumstance, yes, it is.

17 Q Have you had any discussions, Mr. Wert, with  
18 Mr. Bigelow about the status of -- excuse me, let me start  
19 over.

20 Have you had any discussions with either Mr. Bigelow  
21 or any representative of the Montgomery County Solicitor's  
22 Office, or any other Montgomery County representative concerning  
23 the status of Montgomery County's review of the draft agreement  
24 which has been marked for identification purposes as FEMA  
25 Exhibit E-2?

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1           A       Nothing other than a general discussion which  
2 just occurred during the break, as a matter of fact, that we  
3 would offer to Montgomery County those modifications that  
4 we made to the agreement as a result of our discussions with  
5 Chester County.

6                   And he said that he expected that we would do the  
7 same.   And that probably we could reach an agreement fairly  
8 shortly.

9           Q       That discussion was with Mr. Bigelow, was it?

10          A       Yes, sir.

11          Q       Do you have any knowledge of whether Montgomery  
12 County or Chester County have agreed to the compensation  
13 provisions which were proposed in the draft agreement which  
14 has been marked as FEMA Exhibit No. 2, and which were discussed  
15 -- with the Court's indulgence, I am trying to locate the  
16 paragraph here.   For purposes of expediency, I am not  
17 able to locate the paragraph at the moment.   The paragraph  
18 in the agreement which discusses SEPTA's request for  
19 compensation for use of its buses -- I am trying to zero in on  
20 that paragraph.

21                   Do you have any knowledge today of the willingness  
22 of MONTgomery County or of Chester County to agree to such  
23 compensation?

24                   MR. CONNER:  Objection.  I don't know what "such  
25 compensation" means.  We don't know what the paragraph says.

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1 JUDGE HOYT: Mr. Conner, if you will wait a moment,  
2 I think I am just about to solve your problem.

3 Mr. Hirsch, give the document to the witness.

4 Mr. Wert, may I prevail upon you to locate the  
5 appropriate paragraph dealing with compensation and the  
6 general subject matter that the counsel apparently wishes to  
7 examine you on.

8 (Document handed to witness.)

9 JUDGE HOYT: Let the record reflect the document  
10 has been handed to the witness for examination.

11 Mr. Conner, Mr. Hassel, if you wish to look at it.  
12 Ms. Zitzer, you may look at it as well. And, counsel for the  
13 Commonwealth.

14 (Counsel joining witness at the table to examine  
15 document.)

16 JUDGE HOYT: Let me also put into the record,  
17 Madam Reporter, that I am speaking of FEMA Exhibit E-2 for  
18 identification.

19 All right, Mr. Hirsch, now you have returned to  
20 your place at the counsel table. You have the FEMA exhibit E-2  
21 for identification before you now. If you will frame your  
22 question.

23 BY MR. HIRSCH:

24 Q Mr. Wert, paragraph 2 of the draft agreement would  
25 provide that Montgomery County would pay SEPTA's costs in

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1 advance of participation in an evacuation exercise.

2 And paragraph 13(c) would provide that Montgomery  
3 County would agree to pay SEPTA its expenses paid or incurred  
4 in the event of a use of SEPTA's resources in evacuation.

5 My question to you is whether you have any knowledge  
6 today, whether those provisions are agreeable to Montgomery  
7 County and Chester County.

8 A Well, I can't tell you specifically. I can tell  
9 you when we had a discussion with Chester County that we did  
10 modify those to some extent, because there was some notion  
11 that the one that had been furnished to them, you might even  
12 have to pay for an emergency in advance, which was kind of  
13 absurd.

14 We did relax some of the language in there a bit,  
15 but the same proposition holds true. That is, we would be  
16 compensated by the County, each respective County. At this  
17 point, that is what is in the draft, as I recall. We marked it  
18 up.

19 And I don't remember that there was any specific  
20 objection. I think the counties may have some concern about  
21 where they are going to get those funds from, but I can't speak  
22 for them, really.

23 MR. HIRSCH: Thank you. I have no further questions.

24 JUDGE HOYT: Very well.

25 MR. Hassell?

mm13

1 MR. HASSELL: Let me just have one moment, please.

2 (NRC counsel conferring.)

3 BY MR. MC GURREN:

4 Q My name is J. McGurren. I am with the Nuclear  
5 Regulatory Commission Staff. I have just one question.  
6 It is a follow-up question of counsel, FEMA counsel question.

7 FEMA's counsel asked you whether or not there  
8 would be a possibility that all 1500 -- in essence, 1500 of  
9 SEPTA's buses might be in use and might not be available to  
10 assist in a situation of emergency at Limerick.

11 Is that correct?

12 A He did ask that question, yes.

13 Q In your experience with SEPTA, is this a very  
14 likely situation that all 1500 buses would be used, would  
15 be being used?

16 A Well, not all of them would be being used, but you  
17 have to understand that while it is a large fleet, it is  
18 spread out among a number of depots, and we have a number  
19 of those vehicles that are undergoing repairs, rebuilding,  
20 inspections and so on at any one point in time.

21 So there is a float in there, in that 1500, to  
22 deal with that. Now some of those buses might be operable,  
23 but most of the buses are used for service.

24 There are some times during the day when there would  
25 be very few buses available in the fleet.



mm14

1 Q When you say there are some times during the day,  
2 can you give me an idea how long a period of time -- how long  
3 a time period there might be where all available buses would  
4 be in use?

5 A Well, your rush hour -- assuming we are talking  
6 about a weekeday -- starts from about 6, 6:30 in the morning  
7 and runs until about 9. Then we have school trippers,  
8 particularly in the city that we operate, starting in the  
9 afternoon when school lets out and through the early evening  
10 hours while people are going home.

11 So those are the times of heaviest usage.

12 Now, if a need were to arrive inbetween those  
13 for a short period in the evening or on the weekend, then  
14 there are more vehicles available because there is less of  
15 them on the street. But those are the time of heavy demand in  
16 terms of demand on the fleet.

17 Q Okay. Now you have identified two periods of time  
18 which you state are heavy-use times.

19 By heavy use do you mean to be testifying that  
20 during periods of what you describe as heavy use, there would  
21 not be any of the 1500 buses available?

22 A No, I can't say that there wouldn't be any.  
23 There probably would be some, but I can't quantify that for  
24 you, and it changes from time to time depending on what the  
25 physical condition of the fleet is.

mm15

1 I would assume that probably at any time there is  
2 very little probability we couldn't produce some vehicles.  
3 But the possibilities would be much greater at some times  
4 than others.

5 I mean, I really can't give you specific numbers  
6 because it depends on when it occurs, and it depends on what  
7 the physical condition of the fleet is. We are constantly  
8 rebuilding vehicles. We have a large garage that does nothing  
9 more than that. They tear them down and put them back together.  
10 We are changing transmissions, engines and so on and so forth.

11 So you have a float in there to do that. And those  
12 vehicles are out of service, just couldn't drive them.

13 There are others that are in for maintenance of  
14 smaller items. So, perhaps you could operate them if you  
15 really needed to.

16 And then there are some spares that we have that  
17 you could use from time to time depending on the peaks and  
18 valleys in service.

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#8-mn-1

1 Q If I heard you correctly I believe you have testified  
2 that you allow for a certain number of buses let's say over an  
3 average week that I think you described as floaters for  
4 purposes of covering breakdowns. Is that correct?

5 A They are ones that in the makeup of your fleet  
6 you have so many vehicles that are going to have to be in  
7 for state inspection. You have so many that in are in for  
8 routine maintenance that has to be done on them from time  
9 to time based on the hours of usage. You have so many that  
10 are going to be in because they have been involved in  
11 accidents and there is an experience of that across the board  
12 that happens from time to time so you have those torn down  
13 and you have so many that are in for heavier repair in terms  
14 of rebuilding the engines or transmissions. So that is what  
15 I referred to as the float. It is not a number of vehicles  
16 that are sitting idle in the yard someplace. It is the  
17 number of vehicles that is part of that 1,500 that are what  
18 you have to have to put the number that we put on the street  
19 and we put about 1,200 on the street. You have about 300 of  
20 those that are being used in terms of being serviced. They are  
21 the block of the fleet that moves into and out of the service  
22 position.

23 MR. MCGURREN: That is all we have, Your Honor.

24 Thank you.

25 JUDGE HOYT: Very well. I believe, Ms. Zitzer, you

mn8-2 1 have 30 minutes for redirect. I would caution you that the  
2 redirect must be based upon the cross-examination and will be  
3 limited only to those matters introduced in that phase of the  
4 proceeding. Very well. Thirty minutes.

5 REDIRECT EXAMINATION

XXXXX 6 BY MS. ZITZER:

7 Q Mr. Wert, I believe you were asked a number of  
8 questions by the counsel from FEMA about the proposed agreement  
9 which you brought with you that had been given to Mr. Bigelow.  
10 Specifically regarding this agreement, there is a section,  
11 paragraphs nine, ten and eleven on page five, which discusses  
12 situations where SEPTA might impose time restraints upon the  
13 availability of its buses. Relating to previous questions  
14 about situations where your buses might be required to carry  
15 out their normal runs, do you in any way anticipate that  
16 such time restraints might be imposed subsequent to the buses  
17 being dispatched and carrying out their radiological emergency  
18 response evacuation assignment?

19 MR. CONNER: Objection. This is way beyond any  
20 cross-examination question. Paragraphs two, twelve and  
21 thirteen were referred to and there is nothing about time  
22 restraints.

23 JUDGE HOYT: Ms. Zitzer, the direct examination on  
24 the document dealt with section -- my best recollection is  
25 twelve and thirteen. Is that correct, Ms. Hirsch?

1 MR. HIRSCH: Twelve and thirteen and paragraph two  
2 as well.

3 JUDGE HOYT: And paragraph two.

4 MS. ZITZER: I think I can rephrase it.

5 JUDGE HOYT: Very well. The objection will be  
6 sustained if it goes beyond those three areas of concern  
7 with that document.

8 BY MS. ZITZER: (Resuming)

9 Q Mr. Wert, do you have any concerns based upon the  
10 contents of the proposed agreement for any of the information  
11 you are aware of regarding the routine assignment and  
12 availability of your buses as might be affected by the time  
13 constraints that SEPTA might consider imposing upon the  
14 availability of its buses for radiological emergency response  
15 at Limerick?

16 MR. CONNER: I object to this as an attempt to  
17 just bring in the same question that the objection to which  
18 was just sustained by a not very well-covered attempt.

19 MS. ZITZER: Your Honor, I believe he has previously  
20 testified that these concerns might result in the buses not  
21 being available and I simply was trying to ask a follow-up  
22 question to that.

23 JUDGE HOYT: Ms. Zitzer, your questions are limited  
24 only on redirect to those areas that were introduced in cross  
25 on that document. If it goes outside of the scope of paragraphs

mn8-4

1 two, twelve or thirteen the objection will be sustained. The  
2 objection is sustained.

3 (Representatives for LEA conferring off the record.)

4 BY MS. ZITZER: (Resuming)

5 Q Mr. Wert, I believe you testified that you had a  
6 conversation with Mr. Bigelow during the break. At that time  
7 did Mr. Bigelow inform you whether or not he had had any  
8 conversations with the Montgomery County Solicitor or any  
9 representative of the Montgomery County Commissioners regarding  
10 the requests contained in your proposed agreement to Montgomery  
11 County?

12 MR. CONNER: I object. Here again, there was nothing  
13 about that brought out by anybody on cross-examination about  
14 any further discussion with the solicitor.

15 MS. ZITZER: Your Honor, he testified that he expected  
16 an agreement would be forthcoming and I am trying to determine  
17 what the basis for that was.

18 JUDGE HOYT: Ms. Zitzer, Mr. Bigelow has been in the  
19 courtroom. If you wish to address questions of that nature,  
20 the witness that you should address them to is present and has  
21 been for the many days in this hearing room.

22 MS. ZITZER: But, Your Honor --

23 JUDGE HOYT: This witness does not have knowledge of  
24 what is transpiring in the Montgomery County Solicitor's Office.  
25 The objection is sustained.

mn8-5

1 BY MS. ZITZER: (Resuming)

2 Q Mr. Wert, what was the basis of your statement that  
3 you believed an agreement would be forthcoming with the  
4 Montgomery County Commissioners regarding the execution of  
5 a written agreement for the provision of SEPTA buses and  
6 drivers in the event of a radiological emergency at Limerick?

7 MR. CONNER: I object to this on the grounds that  
8 it misstates the examination question that I propounded which  
9 related to the nature of the technical content of the document  
10 and the likelihood of the negotiating party being able to bring  
11 it to the state such that it could be presented to the Chester  
12 County and SEPTA Boards and I happened not to ask anything  
13 about Montgomery County so that is beyond the scope of cross-  
14 examination.

15 JUDGE HOYT: Ms. Zitzer, on representation of  
16 counsel which may be checked in the record if you wish the  
17 questions asked did deal with Chester and I believe that is  
18 correct. My memory is not infallible but I think that is  
19 correct. I don't think there was any on Montgomery County.

20 MS. ZITZER: Your Honor, the reason I asked the  
21 question was because --

22 JUDGE HOYT: Ma'am, I am not interested in why you  
23 asked the question. I am interested in the question, the  
24 witness' knowledge and ability to answer the question and that  
25 is all I am interested in. I am not interested in what you want

1 to do with the question only insofar as it is probative  
2 evidence and the rulings of this Board necessary to insure  
3 that we have the necessary probative evidence before us.

4 MS. ZITZER: Your Honor, the witness testified that  
5 he had discussed this with Mr. Bigelow over the break and  
6 based on that --

7 JUDGE HOYT: Let me just stop you right there,  
8 Ms. Zitzer. The objection is sus tained.

9 (Representatives from LEA conferring off the record.)

10 MS. ZITZER: I have no further questions.

11 JUDGE HOYT: Very well. Dr. Cole.

12 XXXXXXXX BOARD EXAMINATION

13 BY JUDGE COLE:

14 Q Mr. Wert, in response to some questions from  
15 Mr. McGurren I believe you indicated you had some general  
16 knowledge of the time use and availability of SEPTA buses.  
17 Is that correct, sir?

18 A Yes, sir.

19 Q In response to one of his questions, you indicated  
20 that the heavy use times were from 6:00 to 6:30 to 9:00 in the  
21 morning and from about I believe you used the term --

22 A The time the school lets out.

23 Q -- end of school day.

24 A Yes, sir.

25 Q That is about what, three o'clock?



mn8-7

1           A.     Well, some of the schools are a little earlier but  
2 I would say around 2:30 or 3:00. You have to get the buses  
3 in position before the school is actually let out.

4           Q.     Until early evening I believe you indicated and early  
5 evening is what?

6           A.     I would say around 6:00. We have some trips that  
7 do run beyond that but I would say it is around 6:00.

8           Q.     Does SEPTA provide transportation for a lot of  
9 school children outside of the City of Philadelphia?

10          A.     Well, no. We don't specifically provide it but they  
11 do ride on the routes that we have, yes. So there are times  
12 for example in Delaware County where there is a greater demand  
13 and there would be more vehicles used because of that demand.  
14 They are not run as school buses in any case but you get  
15 more ridership on a given route so you put the vehicles there.

16          Q.     All right, sir. Now with respect to the afternoon  
17 use of the buses starting let's say 2:30 to 3:00 until what  
18 you described as early evening about 6:00, is that a tapered  
19 increase or is that a sudden increase from 3:00 to 6:00? Does  
20 it gradually increase to something? Do you know anything about  
21 that pattern?

22          A.     I would have trouble answering that in a way that  
23 I would feel comfortable that I told you something worthwhile.  
24 We can get you some specific figures if you wish them but I  
25 wouldn't want to give you an impression that could be incorrect.

1 Q I just need to know if you have some general  
2 knowledge of that pattern and you have indicated that you  
3 don't feel comfortable in giving an answer.

4 A Well, there is heavy usage when the school lets out  
5 but to compare that with the ridership you get through the rush  
6 hour, I am not quite sure whether it is balanced or not.  
7 My impression is and I will give you that, that the trippers  
8 that we put out for school service most of them remain out there  
9 for the rush hour for commuters who are leaving their places  
10 of employment. But if you wanted me to be precise about that,  
11 I would have to go look at the records.

12 Q All right, sir. I think that is sufficient. With  
13 respect to that time at the end of the morning rush hour and  
14 before the afternoon rush begins, the period from 9:00 to 3:00,  
15 do you, sir, have any knowledge of the relative proportion of  
16 the SEPTA buses that are in average use during that period  
17 9:00 to 3:00 as compared to the number of buses that would be  
18 in use during those peak use times that you described,  
19 6:00 to 6:30 to 9:00 and 3:00 to 6:00?

20 A Again, not really with any precision.

21 Q I am interested in just a general number. Is it a  
22 half or is it 75 percent?

23 A No. I would say it is probably more like about a  
24 third, maybe a little better than a third.

25 Q So one-third of the buses would be operating during

mn8-9

1 the period 9:00 to 3:00 than would be operating during the  
2 peak hours of 6:30 to 9:00 or 3:00 to 6:00?

3 A About one-third less.

4 Q Oh, one-third less?

5 A Yes. That is what I was saying.

6 Q All right. Now what happens to the one-third less?  
7 Where do they go?

8 A Some of them return to the depots. Most of them  
9 would be returned to the depots. That is where they would be.

10 Q That would either be the depot in Montgomery County--

11 A There would be more of them than that. We have  
12 11 of them across the system so they are spread across the  
13 City. You have just been talking about the two that are in the  
14 suburbs.

15 Q All right, sir. But the average figures that you  
16 mentioned, would they apply equally to all the depots approxi-  
17 mately or are they different?

18 A There may be some variation in Montgomery County  
19 because the loops are a bit longer out there. It is a more  
20 rural setting so your travel times are longer. The distance  
21 between the vehicles is longer and we probably I could check  
22 this but I would say that there is less of an impact in terms  
23 of school service there and most of the vehicles are probably  
24 out on the street most of the day there as compared to other  
25 parts of the system. For example, in the City where they are

mn8-10

1 closer to the depot and when you provide the service during the  
2 rush hour, it is easier to return them and they may be  
3 operating on a headway that is say fifteen minutes, distance  
4 between the vehicles or a half an hour. Out in Montgomery  
5 County a lot of them operate on what we call an hours headway,  
6 the distance between vehicles. I don't think that that  
7 fluctuates a great deal through the day.

8 Q So your estimate of one-third less during the  
9 non-peak use hour would not apply to Montgomery County?

10 A I think it would be smaller in Montgomery County.  
11 There would be some fluctuation but it would be smaller.  
12 In the evening, then the vehicles do come in after the rush hour  
13 and you will find them in the evening in the garage.

14 Q Could you make some estimate of how much different  
15 it would be?

16 A A guess would be that it perhaps it might be about  
17 25 percent instead of a third. It is a bit less.

18 JUDGE COLE: All right, sir. Thank you. That is all  
19 I have.

20 JUDGE HOYT: Dr. Harbour.

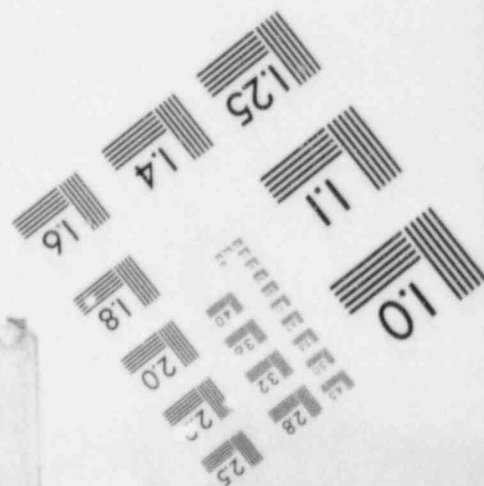
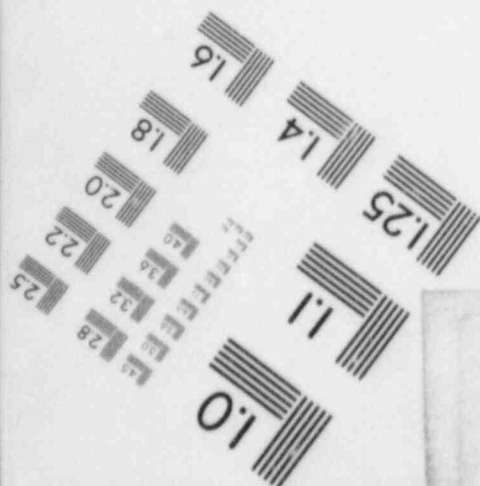
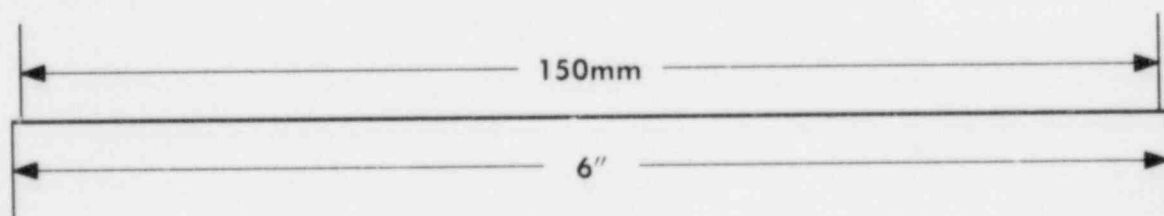
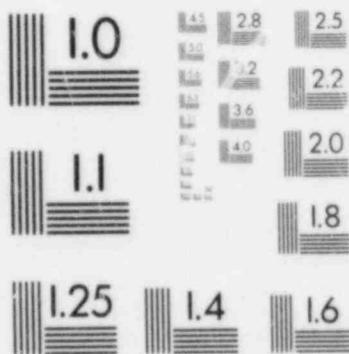
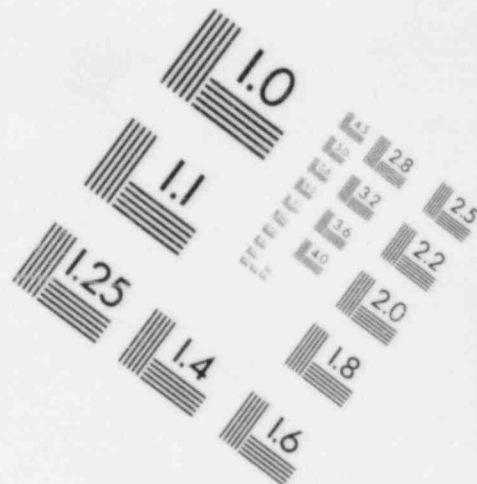
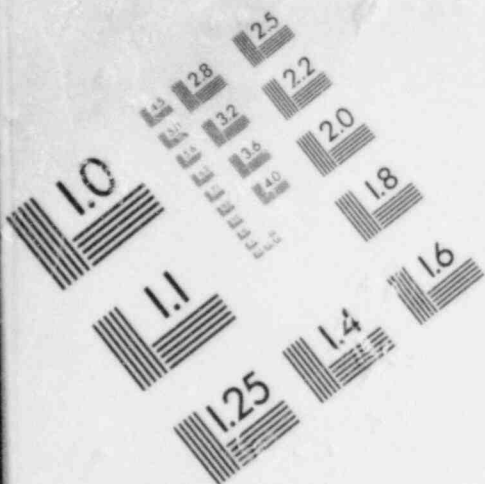
21 BY JUDGE HARBOUR:

22 Q I believe you mentioned that you had a number of  
23 charter buses. How many charter buses does SEPTA operate?

24 A It is not a very big fleet at all. The charter  
25 service has to carry itself and so we haven't made much

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IMAGE EVALUATION  
TEST TARGET (MT-3)



1 investment in physical plant to provide charter service.  
2 The coaches that Ms. Zitzer was talking about when she  
3 said "coaches," I responded by referring to those vehicles  
4 which are more over-the-road kinds of vehicles and can be used  
5 to take a longer charter trip.

6 Now if we had something that involves a school trip,  
7 for example, and sometimes we do then we might take buses  
8 that are in the middle of the day that we were just talking  
9 about that wouldn't be used for service and they might be used  
10 for a school trip within the City of Philadelphia. So when you  
11 say a charter fleet, there is a group of vehicles that are  
12 outfitted and I don't remember exactly but I think there are  
13 about 15 of them. There are not a lot.

14 Q How many? I am sorry, I didn't hear you.

15 A About 15 is my impression at this point that could  
16 be used for a longer charter trip. Those are outfitted with  
17 your higher back seats and that kind of thing. Now we have  
18 other vehicles that if they weren't being used in regular  
19 route service, this third that I am talking about, that could  
20 be put out in charter service but they would go on more local  
21 trips, the kinds of things where a school might go to the  
22 Franklin Institute or that kind of thing.

23 Q Are any of your buses equipped with two-way radios?

24 A They all are equipped with radios now. We have a  
25 radio system and a central control room with a computer-aided

1 dispatch system which is fully redundant and each vehicle  
2 has a radio on it. The operator has the ability to communicate  
3 with the control center and they have the ability to communicate  
4 with him or her.

5 Q Those are two-way radios?

6 A Yes, sir. They are.

7 Q If there was a requirement that you provide a  
8 certain number of buses in an emergency, could you contact  
9 the drivers of the buses by radio?

10 A Yes, they can be. I want to point out to you that  
11 when you ask that question you have to take into account what  
12 we are going to do with the passengers who are on the vehicle  
13 at that point in time. The question comes whether you have  
14 the operator continue his route and leave the passengers off  
15 or whether he just drops them on some street corner or takes  
16 them to the Board Street Subway or the El if he happens to be  
17 close and hopes that that artery will help to serve them.  
18 So we have the ability to communicate with the vehicles  
19 promptly but I don't want to mislead you by suggesting that  
20 that takes care of the passengers' needs. They are something  
21 that we need to be concerned about.

22 Q Is there routine dispatching of the buses during the  
23 day at say the beginning and the end of runs?

24 A The way the system operates is when an operator  
25 leaves the depot to go on to his or her run they push several

1 buttons which signal the computer that that particular vehicle  
2 we call it a route and block number is leaving the depot and  
3 now going out and the computer logs the time of departure  
4 and notes that the vehicle is out on the street and when they  
5 come back in they again push those numbers into the radio  
6 system to indicate that they have stopped. The system operates  
7 both in a voice and in this signal mode. So unless the  
8 operator has a need to communicate with a control center  
9 because there is an emergency of some kind or the control center  
10 has a need to communicate with the operator because there is  
11 a need to make a detour of some kind, there is very little  
12 if any voice communication back and forth.

13           In addition to the radio system, we also have  
14 supervisors on the street who are in separate vehicles and  
15 they have radios in their vehicles which are on a separate  
16 channel and they know the routes the buses are running and  
17 sometimes there is voice contact, person-to-person contact,  
18 between the supervisor and the operator. So we communicate  
19 with them in those several ways. There is not a lot of voice  
20 communication with the operator unless there is a problem.

21           Q    In regard to the signal function, the non-voice  
22 function, that you were talking about, does the computer  
23 or would it be possible using the computer to determine whether  
24 a particular bus was at the beginning of its run or close to  
25 the end of its run?



1           A.    Yes.  We can tell the approximate location.  The  
2 vehicle does not send out an electronic signal necessarily  
3 as it moves through the route that will relate it to the route  
4 but the vehicle is polled by the computer to make sure that  
5 it is still out in service and the computer has the runs in  
6 it so it can tell about where on the route it should be.

END#14

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1 JUDGE HARBOUR: Thank you.

2 JUDGE HOYT: Is that it?

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3 BOARD EXAMINATION

4 BY JUDGE HOYT:

5 Q Mr. Wert, did I misunderstand you, are you  
6 general counsel?

7 A No, ma'am. I was for about five years. I am  
8 now what is called the deputy general manager. That is  
9 the number two fellow right under the general manager.  
10 I used to be the general counsel.

11 Q Is your work primarily then in operations at this  
12 time?

13 A Well, it is really the operation of the entire  
14 authority. The operating department is one of the  
15 departments that I share the responsibility for overseeing  
16 with the general manager, yes.

17 JUDGE HOYT: Thank you.

18 THE WITNESS: Thank you.

19 JUDGE HOYT: Thank you for coming and for your  
20 testimony here today, Mr. Wert.

21 THE WITNESS: You are welcome, your Honor.

22 (The witness stood down.)

23 MR. HIRSCH: Your Honor, as a procedural  
24 matter, it would probably be proper for me to move the  
25 draft agreement into evidence after we all receive copies.

1 JUDGE HOYT: I would just -- if there is not  
2 any objection, I would just as soon move it into evidence  
3 now.

4 MR. HIRSCH: Now would be fine with me.

5 JUDGE HOYT: I don't think there is that much of  
6 the agreement that has not been seen.

7 Any objection by Applicant?

8 MR. RADER: No objection.

9 JUDGE HOYT: Staff?

10 MR. HASSELL: No objection.

11 MS. ZITZER: No objection.

12 MR. GOODWIN: No.

13 JUDGE HOYT: Very well. If you have moved  
14 it into evidence, and I assume that you have, then what  
15 has been marked as FEMA Exhibit E-2 for identification will  
16 be received into evidence as FEMA Exhibit E-2.

17 MR. HIRSCH: Thank you, your Honor.

18 (The document referred to was  
19 received in evidence as FEMA  
20 Exhibit E-2.)

21 JUDGE HOYT: You are directed, Mr. Hirsch, to  
22 obtain that in the appropriate number of copies for  
23 delivery not only to the counsel and representatives of  
24 the parties here, but to the reporter for inclusion in the  
25 record.

1 MR. HIRSCH: Yes, I will tomorrow, your Honor.

2 JUDGE HOYT: I have one matter that I want to  
3 discuss with you at this time, Miss Zitzer, and prior to  
4 your calling your next witness, and that is the matter of  
5 the subpoena directed to Dr. Paul Beck, Superintendent  
6 of the Upper Moreland School District. My recollection  
7 is that you indicated to this Board that he had refused  
8 to testify.

9 May I inquire of you how that refusal was delivered  
10 to you?

11 MS. ZITZER: I spoke with Dr. Beck over the  
12 holidays and again called his office this morning to  
13 inform him that he was scheduled to testify today, and he  
14 informed me that he had other matters to attend to and he  
15 would not be testifying, which is the same information he  
16 had informed me yesterday when I called him to again confirm  
17 that he had received the schedule information prior to the  
18 Christmas holidays at school, which he had.

19 I informed him of the problems that would create  
20 and said that I would offer to the parties for  
21 consideration the Upper Moreland School District letter  
22 that had been submitted to Commissioner Rita Banning  
23 in response to her inquiry regarding the status of the  
24 arrangements and letters of agreement for busses and drivers,  
25 but I did inform him that it was my opinion that he would be

1 considered in contempt of court. And I did not know what  
2 action the Board or the parties would take.

3 I told him that we would attempt to reach an  
4 agreement with the parties regarding the inclusion of this  
5 statement in the record, and I do believe that he feels this  
6 reflects his concerns, but beyond that, your Honor, I  
7 can't provide any additional information.

8 JUDGE HOYT: Miss Zitzer, I will remind you of  
9 the provisions of 10 CFR 2.720 dealing with subpoenas of  
10 this agency. I will further advise you, I will request  
11 of you the information as to how this service of the  
12 subpoena was made upon the individual, Dr. Beck.

13 MS. ZITZER: I don't have a copy of the  
14 notarized, executed subpoena form with me today.

15 JUDGE HOYT: When you obtain a copy of that,  
16 I would like to have.

17 MS. ZITZER: I will bring it tomorrow.

18 JUDGE HOYT: I would like to have that. I  
19 would also inquire of you, did you tender the individual  
20 fees for one day's attendance and mileage?

21 MS. ZITZER: Yes, your Honor.

22 JUDGE HOYT: Did he accept such service?

23 MS. ZITZER: Yes.

24 JUDGE HOYT: Very well.

25 Ms. Zitzer, before we take any further action on this,

1 I will instruct you to contact Dr. Beck and advise him  
2 that if he persists in his course of action, that the  
3 matter will be turned over to the general counsel of this  
4 agency for delivery to the U.S. attorney in this district  
5 for prosecution of failure to obey a lawful order of  
6 this agency, and that the consequences of it are prescribed  
7 by law.

8 I will further await your reply tomorrow. If  
9 Dr. Beck is not here tomorrow and continues in his refusal,  
10 I would like the executed copy of that subpoena delivered  
11 to me at the same time.

12 MS. ZITZER: Yes, your Honor.

13 JUDGE HOYT: Very well. You can call your next  
14 witness.

15 MS. ZITZER: Dr. Thomas Davis, the  
16 superintendent of the Springfield Township School District.

17 JUDGE HOYT: Dr. Davis?

18 Whereupon,

19 DR. THOMAS D. DAVIS

20 was called as a witness and, having been first duly sworn,  
21 was examined and testified as follows:

22 DIRECT EXAMINATION

23 BY MS. ZITZER:

24 Q Dr. Davis, would you state for the record your  
25 name, your business address, and your relationship to the

XXXXX

1 school district of Springfield Township?

2 A Yes. My name is Thomas D. Davis. I am  
3 superintendent of the schools for the school district of  
4 Springfield Township, Montgomery County.

5 Our business address is 1901 East Paper Mill Road,  
6 that is Oreland, Pennsylvania 19075.

7 MR. RADER: Your Honor, in view of the situation  
8 involving Dr. Beck, may I voir dire on the preliminary  
9 matter of the subpoena?

10 JUDGE HOYT: Very well.

XXXXXXXX

11 VOIR DIRE EXAMINATION

12 BY MR. RADER:

13 Q Dr. Davis, were you issued a subpoena  
14 requiring you to testify in this matter?

15 A Yes, I was.

16 Q Was that subpoena signed by Judge Hoyt?

17 A Yes, it is.

18 Q Were you tendered witness fees in connection  
19 with that subpoena?

20 A Yes.

21 Q How much, sir?

22 A In the amount of \$36.

23 Q Did you accept that, sir?

24 A Yes, I did.

25 MR. RADER: No further questions.

1 JUDGE HOYT: Very well.

2 Does any other counsel wish to take this  
3 witness on voir dire?

4 (No response.)

5 Miss Zitzer, you may continue your direct  
6 examination. You have 90 minutes.

7 MS. ZITZER: Thank you.

XXXXXXXX

8 DIRECT EXAMINATION

9 BY MS. ZITZER:

10 Q Dr. Beck -- I'm sorry.

11 Dr. Davis, how long have you been superintendent  
12 at the Springfield Township School District?

13 A About a year and a half.

14 Q In the course of your duties as superintendent,  
15 are you aware of whether or not there has been a request  
16 from the Montgomery County Office of Emergency Preparedness  
17 to enter into a letter of agreement or a letter of  
18 understanding with the Springfield Township School District  
19 regarding the provision of busses and drivers to be  
20 utilized in the event of a radiological emergency at the  
21 Limerick Generating Station?

22 A Yes.

23 MS. ZITZER: I would like to tender to the  
24 witness a copy of a previously-distributed and identified  
25 LEA exhibit which has been marked as LEA Exhibit E-14. I



1 do have additional copies if any of the counsel don't  
2 have that with them.

3 (Counsel distributes document.)

4 BY MS. ZITZER:

5 Q I have just handed you a document entitled  
6 LEA Exhibit E-14 for identification purposes.

7 It states that it is a letter of understanding regarding an  
8 agreement between the Montgomery County Office of  
9 Emergency Preparedness and the Springfield Township  
10 School District.

11 Do you have that document in front of you?

12 A Yes.

13 Q Have you seen this document before?

14 A Yes.

15 Q The signature on the left-hand side on behalf of the  
16 Springfield Township School District is signed by  
17 Mr. Richard Shupp, the secretary.

18 I would like to ask you whether or not the  
19 approval of this agreement was considered and acted  
20 upon at any time by the board of directors of the  
21 Springfield Township School District?

22 A Yes, it was.

23 Q What is the nature of the discussion, if there  
24 was any, that took place at the meeting where this  
25 agreement was executed?

1           A     The board of school directors for the school  
2 district of Springfield Township readily concurred with  
3 this action; as I recall, it was a unanimous vote.

4           Q     Okay.

5                     At any point in time, has the Montgomery  
6 County Office of Emergency Preparedness indicated to you  
7 the number of busses and drivers that it might call upon  
8 you to provide in the event there were a natural or  
9 man-made disaster, including an incident at the Limerick  
10 Generating Station?

11          A     Yes.

12          Q     What information has the county provided to you?

13          A     Okay. I have it in front of me. I would  
14 like to indicate to those present that as superintendent  
15 of schools, my role is that of chief executive officer of  
16 a publicly elected board of school directors. However,  
17 we do have a full time director of transportation, and a  
18 full-time business administrator who the director of  
19 transportation reports to. So that many of the details  
20 I am not aware of, you know, on a first-hand basis.

21                     I just want you to be aware of that.

22                     Your question is the number of busses that we  
23 have indicated is 9.

24          Q     I couldn't hear you. I am sorry.

25          A     Nine.

1 Q What was that information based on?

2 A I don't know.

3 Q In your opinion, are there nine busses  
4 and drivers available at all times at your garage that  
5 would be available in the event that they were called  
6 upon to provide transportation assistance in the event of  
7 an emergency by the county?

8 MR. RADER: Objection. No foundation for that  
9 question.

10 JUDGE HOYT: If you will, Miss Zitzer, just lay  
11 your foundation.

12 BY MS. ZITZER:

13 Q Does the School District of Springfield Township  
14 own its own busses?

15 A Yes.

16 Q Where are those busses garaged?

17 A Okay. They are housed in a section of the  
18 township, Springfield Township, right off Bethlehem Pike.

19 Q And how many busses do you own?

20 A We own 15 school busses.

21 Q Do you own any other vehicles?

22 A Yes. We have five vans -- six vans, I am  
23 sorry. 15 busses and 6 vans.

24 Q And how many drivers do you employ?

25 A I have got a fact sheet in front of me. I would

1 have to refer to it, but I will --

2 Q Feel free to do so.

3 JUDGE HOYT: I think the record should also  
4 reflect that the witness is using notes, apparently to  
5 refresh his recollection, which is proper.

6 THE WITNESS: 17 drivers.

7 BY MS. ZITZER:

8 Q And do you have any knowledge of the availability  
9 of those vehicles and drivers during your normal school  
10 district runs during the day?

11 MR. RADER: Objection. Same objection, lack of  
12 foundation. The witness has testified he is the chief  
13 executive officer for the school district but that bus  
14 transportation matters are within the knowledge of  
15 the transportation officer.

16 MS. ZITZER: Your Honor, I think he should be  
17 permitted to answer the question.

18 JUDGE HOYT: See, first of all, if he knows,  
19 Miss Zitzer. That is what counsel is complaining about.

20 MS. ZITZER: That is the reason I asked the  
21 question.

22 THE WITNESS: Would you repeat the question, please?

23 MS. ZITZER: Certainly.

24 JUDGE HOYT: No. You will lay the foundation  
25 for the question. Then you will ask it.

1 BY MS. ZITZER:

2 Q Are your busses and drivers routinely used  
3 to provide school transportation to students within your  
4 school district?

5 A Yes.

6 Q Is that the primary activity that your busses and  
7 drivers are involved in during the normal school day?

8 A That is correct, but I should say that as a  
9 school district, we have 1740 students enrolled in our  
10 schools. However, we provide transportation to a great  
11 many additional private schools which we are required to  
12 do by law. The number of schools that we transport  
13 students to exceeds 60, although we only have four schools  
14 in our public school system.

15 Q Do you have any knowledge regarding the  
16 availability of your busses and drivers in the event that  
17 the county called upon you to provide eight school busses  
18 during the normal school day, whether or not those  
19 vehicles could be anticipated to be available?

20 MR. RADER: Again, I object for lack of  
21 foundation. The foundation has still not been laid  
22 for that question which has now been asked three times.

23 JUDGE HOYT: All right, Miss Zitzer. You want to  
24 try it again?

25 MS. ZITZER: Your Honor, I think he should be

1 permitted to answer the question whether or not he  
2 has this knowledge. If he doesn't, I will then move on.

3 JUDGE HOYT: First, Miss Zitzer, determine if he  
4 knows, and then you may ask your question.

5 BY MS. ZITZER:

6 Q Dr. Davis, do you have any knowledge regarding  
7 the availability of your busses and drivers during the  
8 course of a normal school day regarding whether or not  
9 there would be eight busses and drivers available at all  
10 times in the event they were called upon by the Montgomery  
11 County Office of Emergency Preparedness for an assignment  
12 due to a radiological emergency at the Limerick Generating  
13 Station?

14 A I am in receipt of a correspondence that was  
15 written by Mr. Shupp, our business administrator, written  
16 to a Rita Banning. My knowledge is based on that letter.

17 Q What is the date of the letter you are referring  
18 to?

19 A The letter from Richard Shupp to Miss Banning is  
20 dated December 10, 1984.

21 MS. ZITZER: I would like to distribute to the  
22 parties a copy of the letter I believe that Dr. Davis is  
23 referring to, and then I would like to conduct cross-  
24 examination.

25 JUDGE HOYT: Very well.

1 (Counsel distributes copies of document.)

2 MS. ZITZER: Once the parties have had an  
3 opportunity to review this, I would like to ask that  
4 for identification purposes, this letter be marked as an  
5 LEA exhibit. I believe it would be LEA Exhibit E-34.

6 JUDGE HOYT: Very well.

7 Let me first get a copy of it up here.

8 Marked as LEA Exhibit E-34 for identification  
9 is a letter on the stationery of school district of  
10 Springfield Township, Office of the Secretary, Oreland,  
11 Pennsylvania, from -- addressed to Ms. Rita Banning,  
12 Commissioner of Montgomery County, Norristown, Pennsylvania,  
13 and signed by Richard B. Shupp, S-h-u-p-p, a business  
14 administrator.

15 The letter is dated December 10, 1984.

16 (The document referred to was  
17 marked LEA Exhibit E-34 for  
18 identification.)

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T10 MM/mml

BY MS. ZITZER:

1  
2 Q Dr. Davis, is this the letter that you previously  
3 referred to?

4 A Yes.

5 Q Have you discussed this letter with Mr. Shupp, your  
6 business administrator?

7 A Yes, I have.

8 Q What has been the nature of your discussion with  
9 Mr. Shupp?

10 A The nature of the discussion was that Mrs. Banning  
11 wrote me a letter. I simply had Mr. Shupp respond to the  
12 letter, because he has a better knowledge of the operation  
13 of the transportation system. If you have noticed the first  
14 line, he references the letter to me in his response.

15 Q Prior to your receiving the letter from Commissioner  
16 Banning, had any representative of the Montgomery County  
17 Office of Emergency Preparedness indicated to you that you  
18 would have a specific role in the event that an evacuation  
19 was called for because of a radiological emergency at the  
20 Limerick Generating Station?

21 MR. RADER: I object to that question as without  
22 foundation as to what a specific role would be that had  
23 already been assigned by Montgomery County.

24 JUDGE HOYT: I'm sorry, Mr. Rader, I did not  
25 understand your objection.



mm2

1 MR. RADER: Ms. Zitzer asked the witness if he had  
2 knowledge regarding any specific roles which had previously  
3 been assigned by Montgomery County.

4 My objection was that there was no foundation in  
5 the record for a question based upon any specific role assigned  
6 by Montgomery County.

7 I believe Mr. Bigelow testified, for example, that  
8 the Limerick assignments in the Montgomery County Plan were  
9 simply for administrative purposes only, and were not assignments  
10 per se, as I believe the question assumed.

11 MS. ZITZER: Your Honor, I was not referring to the  
12 location of the assignment, but simply the number of vehicles  
13 that could generally be expected to be available.

14 MR. RADER: I have no objection to that question.

15 JUDGE HOYT: Very well, if that is your question  
16 then ask it in that form. Then we will overrule the objection.

17 The objection, I would assume has been withdrawn  
18 at this point?

19 MR. RADER: That's correct.

20 JUDGE HOYT: You may get an answer to that one.

21 BY MS. ZITZER:

22 Q Dr. Davis, at any point in time has any representa-  
23 tive of the Montgomery County Office of Emergency Preparedness  
24 informed you of the fact that you could anticipate an assignment  
25 of providing nine buses and drivers to assist in the evacuation

mm3 1 in the event of a radiological emergency at the Limerick  
2 Generating Station?

3 A Are you referring to the draft of the Montgomery  
4 County Radiological Emergency Response Plan? Is that what  
5 you are referring to?

6 Q No, I'm not.

7 I am simply referring whether or not you were  
8 aware of whether or not the school district has ever been  
9 informed that it specifically would be called upon to provide  
10 a certain number of buses and drivers in the event of a  
11 radiological emergency at the Limerick Generating Station  
12 based on the fact that you had entered into a letter of  
13 understanding with the county, and that was the letter we  
14 previously identified as LEA Exhibit E-14.

15 I am not referring to that part of the plan at  
16 this time.

17 A That's the only information that I have. I really  
18 can't answer your question.

19 Q At what point in time did you receive the informa-  
20 tion which you are referring to from the County plan?

21 MR. RADER: I object. I am not sure what that  
22 refers to. That information, I believe Ms. Zitzer said.

23 JUDGE HOYT: Can you nail it down to us, Ms. Zitzer,  
24 because I am unable to understand it either.

25 MS. ZITZER: Certainly.

m4 1 BY MR. ZITZER:

2 Q Dr. Davis, at what point in time did you become  
3 aware that the school district could be expected to have a  
4 specific assignment regarding the provision of a certain  
5 number of vehicles in the event of a radiological emergency  
6 at the Limerick Generating Station?

7 A I'm not certain of the precise date.

8 My information came by way of the draft that I  
9 refer to in my previous testimony. That is Montgomery County  
10 Radiological Emergency Response Plan, for instance at the  
11 Limerick Generating Station that is dated October 1984.  
12 So it would be sometime -- you know, sometime in that. I  
13 can't give you a specific date.

14 Q From whom did you receive that information?

15 A It is indicated on the cover letter or cover sheet  
16 of the plan that is from the Montgomery County Office of  
17 Emergency Preparedness.

18 Q Do you recall who provided you with that informa-  
19 tion?

20 A No, I don't.

21 Q Do you recall whether or not it was attached to  
22 the subpoena that was served upon you asking you to testify  
23 in this proceeding?

24 A I believe that it was.

25 Q And prior to your receipt of that information, did

mm5 1 you have any reason to expect that based on your agreement  
2 with the County that you would specifically be called upon  
3 to provide a certain number of buses and drivers in the  
4 event of a radiological emergency at the Limerick Generating  
5 Station?

6 A That was my understanding, yes.

7 Q Were you aware of the number of buses and drivers  
8 that you could be expected to be called upon to provide?

9 A Again, based on the letter that you have entered  
10 into -- the letter that you specified as a document here, the  
11 letter to me that generated the response from Mr. Shupp, yes,  
12 Commissioner Banning in her letter to me dated December 4th,  
13 indicated that there was a specific assignment of drivers and  
14 buses for the school district of Springfield Township  
15 destination.

16 Q Was the receipt of that information your first  
17 knowledge of that assignment?

18 A I believe that it was, yes.

19 Q Have you had any conversations with your drivers  
20 to indicate whether or not they could be expected to volunteer  
21 to carry out such an assignment in the event of a radiological  
22 emergency at the Limerick Generating Station?

23 A No, I have not had any specific discussions with  
24 school bus drivers. No.

25 Q Do you have any knowledge whether or not Mr. Shupp

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1 or any other representative of the Springfield Township School  
2 District has had conversations regarding the involvement of  
3 your drivers in such an assignment?

4 A I can tell you that in speaking personally with  
5 Mr. Shupp, he has not.

6 I cannot speak for our Director of Transportation,  
7 Mr. Heary. He may have. I do not know.

8 JUDGE HOYT: Dr. Davis, could I prevail upon you  
9 to get that mike a little closer to you. I am having a  
10 little trouble understanding your testimony up here.

11 Let me rephrase that. Hearing your testimony.  
12 I understand it very well.

13 Thank you.

14 (Witness complying.)

15 BY MS. ZITZER:

16 Q Are your bus drivers employees of your school  
17 district?

18 A Yes, they are.

19 Q Do their normal working arrangements include any  
20 responsibility for them to carry out their driving assignments  
21 in the event of an emergency such as a radiological incident  
22 at the Limerick Generating Station?

23 A Would you repeat that question, please?

24 Q Certainly.

25 Do you have any knowledge of whether or not the

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1 contracts for the current working arrangements with your  
2 bus drivers to be less specific than exactly what is in the  
3 contract, would require them to carry out the assignment to  
4 drive buses in the event that they were called upon to enter  
5 the emergency planning zone and provide evacuation assistance  
6 in the event of a radiological emergency at Limerick?

7 A No.

8 Q Is your answer no, you don't have any knowledge.  
9 Or, no, you don't believe that that is part of their job  
10 description.

11 A No, this is not a part of their job description  
12 as school bus drivers.

13 Q Do you have any assurance that there will be  
14 sufficient bus drivers available in the event that they were  
15 called upon to provide evacuation assistance in the event of  
16 a radiological emergency at Limerick?

17 A Again I would refer you to the letter by Mr. Shupp  
18 to Mrs. Banning -- Ms. Banning, excuse me -- where he has  
19 indicated in his letter that no one can absolutely guarantee  
20 that these drivers would be there.

21 Q Do you share those same concerns?

22 MR. RADER: Object to the form of that question. I  
23 don't believe that Mr. Shup stated any concern.

24 JUDGE HOYT: Objection overruled.

25 Do you have the question before you, Dr. Davis?

mm8 1

You may answer it, if you do.

2

THE WITNESS: Would you repeat that question.

3

MS. ZITZER: Certainly.

4

BY MS. ZITZER:

5

Q You referred to the sentence in Commissioner Banning's

6

letter -- in Mr. Shupp's letter to Commissioner Banning --

7

which states that -- it states in his opinion his concerns

8

about no one being able to absolutely guarantee the buses and

9

drivers will be available under extreme emergency situations.

10

My question was, do you have those same concerns  
or similar concerns?

11

12

A Yes, I do have concerns. Again, I would share

13

Mr. Shupp's thinking in that, you know, we certainly could

14

not absolutely guarantee that we would have nine drivers and

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nine buses to complete our assigned part of the evacuation

16

plan.

17

However, as Mr. Shupp has indicated, and I would

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certainly concur, that we would make every effort to fulfill

19

these obligations.

20

Q Do you have any knowledge whether there were times

21

during the day when nine buses and drivers might not be

22

available due to other assignments, not an emergency situation

23

but simply because of other district runs which they are

24

routinely assigned to?

25

A Yes, there would be times during the day when it

mm9 1 would be very difficult to get nine drivers in a short amount of  
2 time. All of our drivers are part-time employees. We do not  
3 have full-time bus drivers employed by the school district.  
4 They are all part time.

5 Q Approximately what hours of the day, to the best  
6 of your knowledge, would those hours be?

7 A Well, different bus drivers work different times.  
8 Most of our drivers are obviously busy in the very early  
9 hours, between the hours of say, 6:30 and 9:30, taking  
10 students to school. And then again at the end of the day  
11 from approximately 2:30 to 4:30.

12 But also there are some drivers engaged in their  
13 work during the middle of the day. For example, we have  
14 kindergarten sessions that are only half-day sessions. So  
15 we have some drivers taking kindergarten children home, taking  
16 some to school, that type of thing. We don't have all 17  
17 drivers engaged at the same time.

18 Q Do you anticipate providing any kind of training,  
19 either with the assistance of the Montgomery County Office  
20 of Emergency Preparedness, or Energy Consultants to any of  
21 your drivers regarding their role and responsibility in  
22 carrying out an evacuation related assignment?

23 A No, I have no knowledge of any plans.

24 Q Do you anticipate scheduling such a training  
25 program, or discussing with Mr. Shupp the scheduling of such



mm10

1 a training program, if it were offered to your school district  
2 by either the County or Energy Consultants?

3 A If it were provided, would we participate? Is  
4 that your question?

5 I would assume that we would. That is conjecture,  
6 but I would assume that we would.

7 Q Do you anticipate conducting any kind of a survey  
8 to determine whether or not your drivers are willing to volun-  
9 teer for such an assignment in the event of a radiological  
10 emergency?

11 A Again, that is not something that I have thought  
12 about. Again, I would rely on my Director of Transportation,  
13 and/or Business Administrator, Mr. Shupp, to make those kinds  
14 of plans.

15 Q Have you had any discussions with him regarding  
16 the provision of any kind of information to your drivers  
17 regarding the fact that they might be called upon either as  
18 a volunteer or as part of their work assignment to carry out  
19 such a service in the event of a radiological emergency?

20 A Very little.

21 Q Do you think that the preidentification of driver  
22 volunteers would help to improve your ability to meet the  
23 assignment that might be requested by the County?

24 A I think so.

25 Q Do you have any knowledge of the number of your

mm11

1 drivers that are married and have children?

2 A No, I do not have that information.

3 Q Are your buses equipped with two-way radios?

4 A Yes.

5 Q Are all of them equipped?

6 A I can't say for certainty. I think so.

7 Q When your buses are normally out on their assigned  
8 routes, do you have any knowledge of the approximate time  
9 before they return to the garage for availability for an  
10 additional assignment?

11 A No, I do not.

12 Q Let me ask you a different question.

13 Regarding the routine routes which the buses are  
14 normally assigned to, what are the hours when your buses  
15 are generally out on the road?

16 A Again, when we have -- most of our buses are -- and  
17 vans, are engaged in transporting students during the morning,  
18 and then again after school. Before school and after school,  
19 that is when the majority of our buses and vans are in  
20 operation.

21 Again, there are some buses and vans in operation  
22 during the middle of the day. But that would be more limited  
23 there to kindergarten, this type of thing.

24 Q Do you ever have occasion to conduct an early  
25 dismissal of your own students?

mm12

1 A Yes, we do.

2 Q Would you consider conducting such an early  
3 dismissal, or in any way interrupting your routine service  
4 if called upon to provide buses to assist in an evacuation in  
5 a time that might conflict with your routine school district  
6 transportation assignment.

7 A Yes, we would.

8 Q Have you drivers ever been called upon to provide  
9 any kind of assistance in any kind of an emergency in any  
10 prior occasion that you are aware of within your school  
11 districts?

12 A Well, we have had -- we have dismissed school  
13 early because of inclement weather -- either a heavy snow  
14 fall, last spring. We dismissed school early during the  
15 last week of school which is about the middle of june because  
16 of heat. So, we have had early dismissal because of what we  
17 call emergencies.

18 Q Other than the early dismissals, however, have your  
19 drivers ever been called upon to provide any kind of an  
20 emergency transportation assignment due to something other  
21 than an early dismissal?

22 A Not that I am aware of.

23

24

25

1 Q Do you have any plans to inform your drivers or  
2 to discuss with Mr. Shupp the possibility of informing your  
3 drivers that they might be called upon to drive buses into the  
4 emergency planning zone during a radiological emergency at  
5 Limerick?

6 A Yes.

7 MR. RADER: Objection. Asked and answered.  
8 I will withdraw the objection.

9 JUDGE HOYT: The answer is in. Very well. Go ahead.

10 BY MS. ZIZTER: (Resuming)

11 Q Dr. Davis, I would like to refer you once more to  
12 the letter of understanding between the school district and  
13 the Montgomery County Office of Emergency Preparedness which  
14 I have identified previously as LEA Exhibit E-14. The  
15 letter specifically states that the school district agrees to  
16 provide buses and drivers to the maximum extent possible and  
17 then it continues to describe the emergencies covered by the  
18 agreement.

19 Do you believe that the language contained in the  
20 agreement "to the maximum extent possible" in any way obligates  
21 you to provide nine buses and drivers for use in an evacuation  
22 particularly relating to the Limerick Generating Station by the  
23 Montgomery County Office of Emergency Preparedness?

24 A The letter to which you are referring certainly does  
25 not quantify our involvement. It certainly indicates to me

1 yes, a responsibility on our part to do whatever we can to  
2 assist in an evacuation. That is how I read it.

3 Q Do you envision any circumstances where you might  
4 be unable to provide the nine buses and drivers if requested  
5 by the Montgomery County Office of Emergency Preparedness?

6 A Yes.

7 Q What would those circumstances be?

8 A The bus drivers could refuse to carry out our part  
9 of the plan. The other circumstance I could see would be if  
10 timing was of the essence and we just couldn't physically get  
11 our buses there in a short amount of time. It takes us a while  
12 because our people are part-time people, it would take a while  
13 to telephone these people and have them come to the garage and  
14 get the buses to the indicated destinations. That obviously  
15 means that there is a time factor.

16 Q Are there any other circumstances that you would have  
17 concerns about being able to meet that commitment?

18 A None comes to my mind right now.

19 MS. ZITZER: All right. I have no further questions.

20 JUDGE HOYT: Very well. Mr. Rader, you have  
21 60 minutes for cross-examination.

22 CROSS-EXAMINATION

23 BY MR. RADER:

24 Q Dr. Davis, I want to refer you back to the letter  
25 dated December 10, 1984 from Mr. Shupp to Ms. Banning. I think

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1 you were asked some questions by Ms. Zitzer regarding certain  
2 concerns raised by Mr. Shupp. Do you find in your discussions  
3 with Mr. Shupp and with regard to this letter also, were there  
4 any concerns stated as to the availability of drivers? Is  
5 there anything in this letter that specifically relates to the  
6 availability of drivers as being a concern on the part of  
7 Mr. Shupp or did he at any time state to you such a concern,  
8 sir?

9 MS. ZITZER: Objection. I think the witness should  
10 testify to his own knowledge and not the concerns in this  
11 letter unless he has specific knowledge of those matters  
12 based on his conversations.

13 MR. RADER: The witness was permitted to answer  
14 the question as to concerns stated in this letter and that is  
15 the reason for my cross-examination on it. If I am not permitted  
16 to ask the question, I think the previous response should be  
17 stricken.

18 MS. ZITZER: I think he is permitted to ask the  
19 question but I would like to ask him to limit it to those  
20 concerns which Dr. Davis personally has direct knowledge of.

21 JUDGEHOYT: I am not going to place any limits on  
22 it. That is a foregone conclusion that the witness' testimony  
23 would be struck if he went beyond his own direct knowledge,  
24 Ms. Zitzer. Your objection is overruled as it is stated.  
25 Do you have an answer, Dr. Davis, or do you have a question?

mn11-4

1 THE WITNESS: I have forgotten the question by now.

2 JUDGE HOYT: Very well. We will get the question for  
3 you. Mr. Rader, try it again.

4 BY MR. RADER: (Resuming)

5 Q All right. With regard to the letter dated  
6 December 10, 1984 from Mr. Shupp to Ms. Banning, is there  
7 anything in that letter which to your understanding reflects  
8 a concern by Mr. Shupp about the availability of drivers  
9 or did he at any other time state to you a concern he had  
10 regarding the availability of drivers?

11 A I think to try to understand Mr. Shupp's concern,  
12 I think you would have to refer to Ms. Banning's letter of  
13 December 4 when she was attempting to ascertain our guarantees  
14 for providing drivers and buses for the plan.

15 Q Referring in particular to the last paragraph of that  
16 letter, isn't it fair to characterize those concerns as  
17 relating to the mobilization of the particular resources  
18 necessary to fulfill that obligation?

19 A Yes.

20 Q It doesn't relate to any concerns regarding the  
21 willingness of the drivers to carry out that responsibility,  
22 does it?

23 A I am not sure I understand the question.

24 Q There is nothing in that paragraph which states  
25 the concern regarding the willingness of drivers to carry out

1 their responsibilities in an emergency, is there?

2 A. No, there is not.

3 Q. In addition to Mr. Shupp, your business manager,  
4 do you have any other personnel directly involved with  
5 coordination of school bus and school driver activities?

6 A. Yes. I have indicated previously that we have a  
7 director of transportation by the name of Mr. Heary.

8 Q. Did Mr. Heary discuss with you any information  
9 requested by Montgomery County regarding the resources of your  
10 school district which could be made available in the event of  
11 an emergency at Limerick?

12 A. No, he did not.

13 Q. MR. RADER: I am going to show the witness a copy  
14 of the Bus Provider Survey filled out by the Springfield  
15 Township School District dated March 20, 1984.

16 (The above-referenced document shown to the parties,  
17 the witness and the Board by counsel for the Applicant.)

18 BY MR. RADER: (Resuming)

19 Q. Now did Mr. Heary that is mentioned about one-third  
20 of the way down, is that your school district transportation  
21 coordinator?

22 A. Yes, it is.

23 Q. Do you know whether Montgomery County requested  
24 certain information from your school district regarding the  
25 availability of resources which could be relied upon in the



mn11-6

1 event of an emergency at Limerick?

2 A. Yes.

3 Q. Does this survey provide the information requested  
4 by Montgomery County?

5 A. Yes.

6 Q. Is the information contained in there true and  
7 accurate to the best of your knowledge and belief?

8 A. To the best of my knowledge, it is, yes.

9 MR. RADER: Your Honor, I would ask that the document  
10 identified by the witness as the Bus Transportation Provider  
11 Survey for Springfield Township School District be marked  
12 as Applicant's Exhibit E-90.

13 JUDGE HOYT: Very well. The document described by  
14 counsel will be marked as Applicant's Exhibit E-90 for  
15 identification.

16 (The document referred to was  
17 marked Applicant's Exhibit No.  
18 E-90 for identification.)

19 BY MR. RADER: (Resuming)

20 Q. Do you have a copy of that document with you,  
21 Dr. Davis?

22 A. Yes.

23 Q. When were you furnished that document?

24 A. I don't recall. I have had it in my folder on this  
25 matter.

XXXXXXX

1 Q Could you describe the responsibilities which are  
2 assigned to Mr. Heary in your school district?

3 A Yes. Mr. Heary, his title is director of  
4 transportation. His responsibilities include the coordination  
5 and routing of the buses, the mechanical aspects of our buses,  
6 our fleet. He coordinates the transportation of all public  
7 and non-public transportation that the school district of  
8 Springfield Township is responsible for by law.

9 Q How long has Mr. Heary held that position?

10 A I don't know the precise time. He preceded my  
11 employment in Springfield Township so at least a year and a half.

12 Q Do you have an opinion as to Mr. Heary's competence  
13 and reliability as a public official?

14 A Yes.

15 Q Would you tell us what that is, please?

16 A I would indicate that he is competent.

17 Q Do you believe that he would provide reliable  
18 information to Montgomery County in response to such a request  
19 as this?

20 A Yes.

21 MR. RADER: I would like to show the witness what  
22 has previously been received in evidence as applicant's  
23 exhibit E-3, the Montgomery County Emergency Response Plan,  
24 particularly I would like to show the witness a portion of  
25 Annex I relating to Springfield Township.

1 (Above-referenced document shown to the parties  
2 and to the witness by counsel for the Applicant.)

3 BY MR. RADER: (Resuming)

4 Q Do you have a copy, sir, with you of page I-2-13  
5 relating to the Springfield Township School District?

6 A Yes, I do.

7 Q What draft number is that, sir, looking at the side  
8 of the page?

9 A Draft seven.

10 Q Could you please compare the information in the bus  
11 transportation survey form as regards the number of drivers,  
12 the number of buses and the number of buses available for  
13 mobilization with the information contained in Annex I at  
14 page I-2-13 and tell me how they compare, please?

15 A (Perusing document.)

16 Are you interested in the section entitled, "Units  
17 Available for Mobilization?" Is that the question?

18 Q Yes. I am interested in drivers, the number of  
19 vehicles operated and the units available for mobilization,  
20 daytime.

21 A (Perusing document.)

22 Under the survey under drivers it indicates 17.  
23 That is the same on the draft.

24 Q How about vehicles operated, school buses?

25 A (Perusing document.)

mn11-9

1 The same, 15 and 15.

2 Q How about for minibuses?

3 A (Perusing document.)

4 That is also the same, five and one, total of six.

5 Q How about daytime units available for mobilization?

6 A (Perusing document.)

7 Q What figure do you find in the bus survey as to  
8 units available and number of buses available in the daytime?

9 A My survey is indicating 12.

10 Q How many are indicated in daytime in the Montgomery  
11 County Plan?

12 A I have nine daytime and three evening for a total  
13 of 12.

14 Q I would ask you to look again at the survey form  
15 and see whether that says daytime 12 buses and following that  
16 evening, three buses?

17 A (Perusing document.)

18 On the survey it indicates for availability of  
19 buses daytime, 12 buses in two hours and six buses in a  
20 quarter of an hour.

21 Q Does it further state that in the evening that three  
22 buses would be available?

23 A In a half an hour, yes.

24 Q All right. Now going to the Montgomery County Plan  
25 daytime, does that indicate nine buses during the daytime?

1 A Yes, it does, nine daytime.

2 Q So is it fair to say that the Montgomery County Plan  
3 assumes that there will be three less buses than for the daytime  
4 mobilization than was stated by Mr. Heary in the information he  
5 provided in the survey form, is that correct?

6 A I don't know that it assumes that.

7 Q It states that, doesn't it?

8 A Yes.

9 Q Did you discuss the information provided in that  
10 survey form by Mr. Heary to Montgomery County with Mr. Heary or  
11 anyone else subsequent to the time it was provided?

12 A No, I did not.

13 Q Did you have any reason to question Mr. Heary as to  
14 the accuracy or reliability of the information he provided?

15 A No.

16 Q Are you aware of whether training has been periodically  
17 offered by Montgomery County and Energy Consultants to bus  
18 drivers who would be providing transportation in the event  
19 of an emergency at Limerick?

20 A No, I am not.

21 MR. RADER: I want to show the witness what has  
22 previously been marked for identification as LEA Exhibit E-5,  
23 a letter dated September 7, 1984 to Mr. Mathers from Mr. Bigelow.

24 (The above-referenced document shown to the parties  
25 and the witness by counsel for the Applicant.)

1 JUDGE HOYT: Mr. Rader, are you going to provide  
2 copies of E-90?

3 MR. RADER: Yes, on the same basis. I will have  
4 them tomorrow morning. I would for the record while we are  
5 on that point state that the other exhibits which were  
6 previously marked at the last session have been made available  
7 to the Board, parties and the reporter.

8 JUDGE HOYT: Yes, that is correct. Thank you.

9 BY MR. RADER: (Resuming)

10 Q Dr. Davis, I am going to show you this letter dated  
11 September 7, 1984 from Mr. Bigelow to Mr. Mathers who is the  
12 supervisor of operations in the Upper Moreland School District.  
13 I want to ask you if you have ever seen a letter similar or  
14 identical to that sent to you or anyone in your school?

15 A (Perusing document.)

16 Yes. This looks very similar to a letter written  
17 from A. Lindley Bigelow to our transportation coordinator,  
18 Mr. Heary.

19 Q Did that letter reiterate the availability of  
20 training for bus drivers in your school district?

21 A (Perusing document.)

22 No, it did not.

23 Q Were you saying that the letter that you have here  
24 is similar to the one that I have referred you to or are you  
25 saying that there is some other one?

1           A.    At first glance it does. I testified that it looks  
2 similar, the first two paragraphs appeared to be similar.

3           Q.    May I see the letter, sir?

4           A.    Surely.

5                   (Witness complying.)

6           Q.    This is a letter dated April 2, 1984 from Mr. Bigelow  
7 to Mr. Heary. Do you know if there was a letter dated  
8 September 7, 1984?

9           A.    No. I don't have knowledge of that.

10          Q.    When you return to your office, sir, could I ask  
11 you to check with Mr. Shupp or Mr. Heary to see whether such  
12 a letter was sent and provide a copy to us?

13          A.    What is the date again?

14          Q.    The date of the letter is September 7, 1984 and  
15 it is probably directed to Mr. Shupp's attention since he  
16 was sent other correspondence but it may have been sent to  
17 Mr. Heary and it was from Mr. Bigelow and I will provide my  
18 address later so hopefully you can send it to us.

19                   Now you were asked certain questions by Ms. Zitzer  
20 regarding the fact that nine drivers under the information  
21 provided in the survey and the information in the plan might  
22 be needed and you stated that there might be some problems  
23 concerning the availability of those drivers within the  
24 particular hours that runs are being made in your district.  
25 Was Mr. Heary aware of those runs and those particular concerns

1 at the time he filled out the survey form, sir?

2 A I would assume so.

3 Q So isn't it likely that he took all of that  
4 information into account in determining what could be  
5 provided realistically by your school district if those  
6 resources were called upon?

7 A Yes.

8 Q You were also asked whether in your opinion  
9 preidentification of school bus driver volunteers would  
10 improve assurance of the workability of the plan. Do you  
11 believe that concerns of school bus drivers would be addressed  
12 in school bus driver training and wouldn't that alleviate  
13 those concerns?

14 MS. ZITZER: Objection. I don't think it has been  
15 established what those concerns are and I think it calls for  
16 speculation on the part of the witness.

17 MR. RADER: I would be happy to stipulate that  
18 there aren't any concerns if that is Ms. Zitzer's point but  
19 I thought that she had attempted to establish that there were.

20 JUDGE HOYT: I think, Ms. Zitzer, that you did make  
21 quite a point of establishing those. Do you want to change?

22

23

24

25



1 MS. ZITZER: Your Honor, my objection was in the  
2 context that Mr. Rader proposed that the training program  
3 which this witness had previously testified he had no  
4 knowledge of would alleviate those concerns. I don't think  
5 there is any foundation for that, unless he has direct  
6 knowledge of the training program.

7 JUDGE HOYT: What is your question, again,  
8 Mr. Rader?

9 MR. RADER: I was asking the witness whether  
10 he believes that those concerns could be addressed and  
11 alleviated by a training program if offered to school  
12 bus drivers?

13 MS. ZITZER: I will withdraw the objection  
14 because I believe that is a slightly different question.  
15 And I think to the degree to which the witness is able  
16 to answer --

17 JUDGE HOYT: Do you know the answer, Dr. Davis?

18 THE WITNESS: I think, yes, the concerns could  
19 be addressed. Could they be alleviated, I am not so  
20 certain of that.

21 BY MR. RADER:

22 Q Would you expect school bus drivers to ask  
23 questions about their concerns in any such training session?

24 A Yes.

25 Q And wouldn't the persons operating the training

1 sessions, who are skilled instructors, be able to  
2 address those concerns adequately, in your opinion?

3 A No.

4 MS. ZITZER: Objection.

5 I will withdraw my objection.

6 BY MR. RADER:

7 Q Did you answer the question, Dr. Davis?

8 A No -- the answer is no.

9 Q No, you don't know?

10 A I think your question was -- you were referring  
11 to the concerns of the drivers being eliminated?

12 Q I believe I said alleviated.

13 A Alleviated through training. I guess what I  
14 am saying is, I think the concerns could certainly be  
15 addressed, could be discussed. But in the final analysis,  
16 the concerns that I was speaking about earlier in my  
17 previous testimony, I can't unequivocally say that they  
18 would be alleviated, no.

19 Q Could you give us an explanation of your  
20 understanding of what those concerns would be?

21 A Yes. My earlier testimony, if there would be  
22 a serious situation at Limerick, as Mr. Shupp has  
23 indicated in his letter, we just couldn't give any  
24 absolute guarantees that our nine drivers would get those  
25 nine busses at the designated areas.

1           Q     So your concerns are related to the mobilization  
2 of the drivers in sufficient time to perform their  
3 responsibilities; is that correct?

4           A     I think that is part of it. That is not all of  
5 it either.

6           Q     What is the rest of it then?

7           A     I am concerned with the human factor, if you  
8 have nine drivers to pick up children or anyone at a  
9 designated area, in the event of a nuclear accident, I  
10 couldn't guarantee all nine drivers would be there.

11          Q     Are you aware and would the drivers be made aware,  
12 in your opinion, that under the emergency plans for the  
13 Limerick Emergency Planning Zone, it is the working  
14 principle that schools will be evacuated at an early stage  
15 prior to the release of any substantial radiation from the  
16 plant?

17          A     That is my understanding.

18                 Again, I don't want you to misinterpret my  
19 testimony. The school district of Springfield Township  
20 is committed to fulfilling its portion of the plan, and  
21 we would do whatever is necessary to do that. But again,  
22 I don't know that we can absolutely guarantee anything. And  
23 I think that is the position that Mr. Shupp has taken in  
24 his correspondence with Commissioner Banning.

25          Q     Has any school bus driver stated to you that he

1 or she would not participate in such activity?

2 A No.

3 Q Finally, Dr. Davis, I am going to read you a  
4 statement provided as testimony by Dr. Bruce Kowalski at  
5 an earlier point. And I am going to ask you whether you  
6 agree or disagree with that statement.

7 Do you know who Dr. Kowalski is?

8 A Yes, I do.

9 Q Who is he?

10 A Superintendent of schools as Wissahicken School  
11 District, Montgomery County.

12 Q The question which I put to Dr. Kowalski, he  
13 stated as follows:

14 "Both the superintendents and board members are  
15 sworn to uphold the constitution of the Commonwealth and  
16 its laws and also to serve the public of the entire  
17 Commonwealth, both inside their county and outside. And  
18 during discussion with the school board, one of the things  
19 that was indicated was that, as state officers, they felt  
20 rather strongly that they had to make the publicly-financed  
21 facilities of the school district available to assist  
22 anyone."

23 Sir, does that statement reflect your attitude?

24 A Yes, it does.

25 Q Does it reflect the attitude of your school board

1 in adopting the letter of understanding which was signed  
2 by Mr. Shupp?

3 A Yes, it does.

4 MR. RADER: No further questions.

5 JUDGE HOYT: Commonwealth?

6 MR. GOODWIN: I believe everything has been  
7 covered. No questions.

8 JUDGE HOYT: Mr. Hirsch?

9 MR. HIRSCH: FEMA has no questions on cross  
10 for this witness, your Honor.

11 JUDGE HOYT: Thank you.

12 Mr. Hassell?

13 MR. HASSELL: Staff has no questions.

14 JUDGE HOYT: Thank you.

15 Miss Zitzer, you have 30 minutes for redirect.  
16 Again, the redirect is limited to the matters elicited  
17 from this witness on cross-examination.

18 You have 30 minutes.

19 MS. ZITZER: I have no questions, your Honor.

20 JUDGE HOYT: Very well.

21 MR. RADER: At this time, I would move that  
22 Applicant's Exhibit E-90 be admitted into evidence.

23 JUDGE HOYT: Very well.

24 MR. RADER: I will provide it to any party, if they  
25 wish to see it before --

1 JUDGE HOYT: Do we have any objections to that?  
2 That was the questionnaire -- survey. Bus providers  
3 survey.

4 MR. RADER: That is correct.

5 JUDGE HOYT: That document, which had previously  
6 been described in the record, will be received into evidence  
7 as Applicant's Exhibit E-90.

8 (The document referred to was  
9 received in evidence as  
10 Applicant's Exhibit E-90.)

11 MR. RADER: In addition, I cannot recall whether  
12 LEA Exhibit E-14 has been received into evidence, but I  
13 believe that should also be --

14 MS. ZITZER: I was about to move --

15 JUDGE HOYT: LEA 34, I believe, is what it is, is  
16 it not?

17 MS. ZITZER: LEA E-14 is the executed letter of  
18 agreement between the Springfield Township School District  
19 and the Montgomery County Office of Emergency Preparedness.  
20 It had not been moved in prior to this witness appearing.

21 JUDGE HOYT: And you have also 34?

22 MS. ZITZER: Yes.

23 JUDGE HOYT: Do you move both of those into  
24 evidence?

25 MS. ZITZER: Yes.

XXXXX

1 JUDGE HOYT: Those exhibits entitled LEA Exhibit E-14  
2 for identification and LEA E-34 for identification will be  
3 received into evidence as LEA E-14 and LEA E-34.

4 (The documents referred to were  
5 received in evidence as  
6 LEA Exhibit Nos. E-14 and E-34.)

7 JUDGE HOYT: Dr. Davis, thank you for your  
8 testimony here today and for your attendance at these  
9 hearings. You are excused, sir.

10 THE WITNESS: Thank you.

11 (The witness stood down.)

12 JUDGE HOYT: Do you have your next witness?

13 MS. ZITZER: Your Honor, I don't. LEA has  
14 decided not to call Mr. Van Artsdalen and it informed  
15 the parties this morning.

16 JUDGE HOYT: Do you have your next witness  
17 available then?

18 MS. ZITZER: No, I do not.

19 We had designated Mr. Tauss, the president of  
20 the Transport Workers Union, at 9:00 o'clock tomorrow  
21 morning. And because of the problem with Mr. Beck,  
22 I do not have an additional witness to call at this time.  
23 I regret the obvious imposition on the parties and the  
24 Board.

25 JUDGE HOYT: Do we have any additional testimony for

XXXXXXX

1 this evening then?

2 MS. ZITZER: LEA does not, your Honor.

3 JUDGE HOYT: Very well.

4 MR. RADER: This has happened again. I find  
5 it inconceivable that Miss Zitzer can say that she had  
6 not anticipated the problem with Dr. Beck, when she previously  
7 advised the Board that she first spoke with him during  
8 the holidays, which I presume was over the Christmas  
9 holidays, and presumably was advised at that time of this  
10 problem, and thereafter repeatedly had discussions with  
11 Dr. Beck and apparently was told the same thing.

12 JUDGE HOYT: The matter of Dr. Beck will be  
13 resolved tomorrow, Mr. Rader.

14 MS. ZITZER: Your Honor, for the record, I would  
15 just like to add that that was not the first time we  
16 discussed the situation with Mr. Beck, as indicated by  
17 Mr. Rader.

18 JUDGE HOYT: Miss Zitzer, the problem that I  
19 continually have and that I continually convey to you  
20 and I continually fail to get a positive response from you  
21 is that we are left now with an hour and a half of hearing  
22 time that has not been filled. It is your obligation --  
23 indeed, it is your duty to this Board and to these  
24 parties to utilize the full time that is provided.

25 When it is not, then many parties are handicapped



1 as a result.

2 There was no need for this Board to have  
3 convened today at this hour had it not been that we  
4 had anticipated and so been advised by you that you had a  
5 full schedule.

6 When one witness drops out, it is your obligation,  
7 Miss Zitzer, to fill that spot with another witness. You  
8 continually fail to do that.

9 Somewhere along the line, there has simply got  
10 to be some sanctions imposed that will, if my urging  
11 doesn't make it, then perhaps a firmer, harsher, and, indeed,  
12 more difficult approach is available.

13 I think this is the last time that you can  
14 expect any indulgence of any sort from this Board.

15 MS. ZITZER: I agree with you, your Honor.

16 MR. RADER: If I may only add very quickly that  
17 Mr. Van Artsdalen also was withdrawn by LEA. Certainly  
18 they knew about that.

19 JUDGE HOYT: The point has been made, Mr. Rader.  
20 I don't think we need to beat this already dead horse in  
21 the head.

22 I want to remind you, Miss Zitzer, in your  
23 discussion with Dr. Beck and the matter of the subpoena,  
24 which I can only convey to you in the most serious of  
25 words, tone, and manner, that I consider it a very grave,

1 grave matter that must be resolved.

2 I also point out to you the provisions of  
3 paragraph (g) of 10 CFR 2.720, that the Commission will  
4 seek judicial enforcement of a subpoena issued to a party  
5 and which has not been quashed. These have not been  
6 quashed. This is a subpoena. I will not sign another  
7 subpoena until that matter is resolved.

8 MS. ZITZER: Yes, your Honor.

9 JUDGE HOYT: The matter of any arguments that  
10 wish to be made on the subpoenas that have been  
11 requested of the Board will be discussed tomorrow morning  
12 at 9:00 when we reconvene.

13 Now, Mr. Conner.

14 MR. CONNER: Madame Chairman, on that latter  
15 point, the motion for subpoenas lists some 16 witnesses --

16 JUDGE HOYT: It's more than that.

17 MR. CONNER: That is exactly my question.  
18 There were some 40 witnesses listed initially. I don't  
19 know whether this is a partial list or a total list,  
20 and I would like to ask the Board to make that inquiry of  
21 LEA so we know what we are dealing with here in terms  
22 of schedule.

23 JUDGE HOYT: If there is a misunderstanding,  
24 perhaps this is as good a time as any other to determine  
25 it -- probably the best.

1 I have before me the following requests for  
2 subpoena: I have the motion on behalf of LEA which is  
3 December 28, 1984. And in that motion, LEA has requested  
4 the subpoena of four individuals: Anthony Newman,  
5 Jim Brown, Michael Churchill and Alice Spregue.

6 I have another motion, dated January 2, 1985,  
7 from the Limerick Ecology Action, requesting the  
8 subpoenas of four individuals from the Risk County RERP's.  
9 These are Paul Bartle, Earl Baker, Joe Brauner, and  
10 Donald Bagenstose.

11 And from Bucks County, there are two witnesses.  
12 Chester County Municipalities have five witnesses.  
13 Berks County Municipalities have two witnesses.  
14 Montgomery County Municipalities have ten witnesses.  
15 And I have copies of subpoena forms completed for those  
16 individuals.

17 MR. CONNER: This clarifies my problem. I  
18 have what you described for Risk, Bucks, Montgomery, but  
19 after that, I have nothing.

20 There is apparently pages missing.

21 JUDGE HOYT: The Chester County Municipalities  
22 are on the back of the first page there. It is on page two.

23 MR. CONNER: I have no second page.

24 In any event, it would appear that this is still  
25 less than the 40 plus identified initially.

1 JUDGE HOYT: I have forgotten how many I  
2 counted now. Did anyone count those as we were going through?

3 MS. ZITZER: I would just like to clarify, we  
4 have eliminated a number of the witnesses that have been  
5 previously identified. If it would help you to have that  
6 earlier number, I would be happy to provide that.

7 JUDGE HOYT: I don't need the early ones, I have  
8 got enough right here to become concerned about.

9 MS. ZITZER: We do not intend to add any  
10 additional witnesses. And to answer Mr. Conner's question,  
11 this is the total complete list.

12 I think it is rather confusing, having both these  
13 at the same time. And if I might have a moment to  
14 provide a little explanation, I think that might clarify  
15 things.

16 First of all, with regard to the deferred  
17 contentions, when testimony was due to be filed, we filed  
18 the testimony of Commissioner Rita Banning along with  
19 notification to the parties of our intention to request  
20 subpoenas from what was somewhere between, I believe, 30  
21 and 40 individuals representing the types of public officials  
22 listed here.

23 In view of the obvious schedule situation which  
24 developed in this proceeding, LEA has reconsidered the  
25 request that it filed and dropped a substantial number of those.

1 I would also add that several of the witnesses  
2 here we have requested permission to present as a panel  
3 which I think will help facilitate things.

4 But I would like it to be clear that with regard  
5 to the deferred contentions, the motion which you all  
6 received today, January 2, 1985, this is LEA's total  
7 list of witnesses. It is -- these witnesses were all  
8 previously identified. What we have done is eliminated  
9 I would say approximately 15 of them -- it may not be  
10 quite that many.

11 On the back of the first page we have also  
12 attempted to outline the focus of the issues which we  
13 intend to conduct direct examination on the municipal  
14 witnesses, in view of the obvious concerns regarding  
15 notification to the parties of what to anticipate and the  
16 time that has been required to present this type of testimony.

17 This is all of LEA's witnesses for the  
18 deferred contentions with the exception of the prefiled  
19 testimony of Commissioner Banning. And this is the request  
20 that was filed today. Again, I would add, this notification  
21 of the intention to file this request was attached to  
22 the November 26 filing with Commissioner Banning's  
23 testimony, and I have added to this statement the one-page  
24 statement from that, just for the convenience of the parties,  
25 which is the third page of the filing entitled Statement in

1 Support of LEA's request which was simply to clarify to  
2 the parties the reason for which these subpoenas were being  
3 requested.

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1 But the two-page list which is actually three sides,  
2 is the total list of LEA's witnesses that we propose to call  
3 on this first contention and believe that the Board should --

4 JUDGE HOYT: Let me see if I understand what you  
5 are telling me.

6 Are you saying to me that these witnesses listed  
7 on your motion for January 2nd, 1985, are the ones directed  
8 towards the deferred contentions?

9 MS. ZITZER: Yes, your Honor.

10 JUDGE HOYT: And that the witnesses listed on the  
11 December 28th motion are those -- those four are the only  
12 four that you have on the previously admitted contentions?

13 MS. ZITZER: Yes, your Honor. I think that filing is  
14 causing some confusion. If I may have a moment to explain  
15 the reason that this was filed.

16 JUDGE HOYT: First of all, I am not sure I am following  
17 anything you are telling me, so maybe you better let me ask you  
18 a couple of questions to see if at least I can understand.

19 You have these four witnesses; Newman, Brown,  
20 Churchill and Sprague.

21 MS. ZITZER: Which I hope to enter into a stipula-  
22 tion with Philadelphia Electric Company and not have to  
23 present.

24 JUDGE HOYT: Let's assume that these are the four.

25 Now, does that complete your testimony, or do you

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1 have other witnesses yet to be called, than are those listed  
2 on the schedule here that you have given us?

3 You see, I don't know. It is like a bowl of jelly.  
4 I just can't quite get it.

5 MS. ZITZER: If you turn to the December 28th  
6 filing on the second page.

7 JUDGE HOYT: December 28th, 1984, page 2 is a listing  
8 of --

9 MS. ZITZER: Witnesses for this week.

10 We have completed, with the exception of Dr. Beck,  
11 the witnesses there for January 2nd.

12 January 3rd, we have those witnesses to call. And  
13 I believe there has been an agreement for stipulation from  
14 Dr. Wescott that he would not be called.

15 JUDGE HOYT: Wait a minute, Ms. Zitzer. Are you  
16 referring now to the letter that is dated December 28th to us?

17 MS. ZITZER: Yes, your Honor.

18 JUDGE HOYT: That is page 2. That is what I am  
19 calling the schedule, the witness schedule.

20 MS. ZITZER: Yes, your Honor.

21 JUDGE HOYT: We have January 3rd, tomorrow.

22 MS. ZITZER: Yes.

23 JUDGE HOYT: You have five witnesses scheduled for  
24 there?

25 MS. ZITZER: Yes. But we have, what I believe,



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1 once the NRC Staff and FEMA have had an opportunity to  
2 review the stipulation -- I believe we have reached a stipula-  
3 tion with regard to Dr. Wescott's testimony, so that he  
4 would not be presented.

5 JUDGE HOYT: Well, you have got four witnesses,  
6 regardless of how the testimony comes in. That's the list.

7 MS. ZITZER: Yes, your Honor.

8 JUDGE HOYT: Plus the four that you have on the  
9 December 28th, completes your case on the admitted contentions?

10 MS. ZITZER: Yes, your Honor.

11 JUDGE HOYT: All right.

12 And now the witnesses that you are calling, that  
13 are asked to be subpoenaed on January 2nd, are all of your  
14 witnesses to be called on the deferred contentions?

15 MS. ZITZER: Yes, your Honor.

16 With the exception of the prefiled testimony of  
17 Commissioner Banning.

18 JUDGE HOYT: And when do you propose to call  
19 Commissioner Banning? I don't see her listed on here.

20 MS. ZITZER: She had prefiled testimony. She would  
21 be the first witness --

22 JUDGE HOYT: That wasn't my question. I said when  
23 do you intend to call her?

24 MS. ZITZER: Once we complete LEA's witnesses as  
25 outlined on this schedule for this week -- and if we complete

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1 sooner, it is my understanding, and I hope we do, then we  
2 would go to the Energy Consultant's panel on the deferred  
3 LEA contentions.

4 Once those witnesses are completed, LEA would  
5 present Commissioner Banning and the subpoenaed witnesses  
6 which are requested in this filing.

7 JUDGE HOYT: Oh, I understand you now.

8 You will be calling Commissioner Banning on the  
9 deferred contentions.

10 MS. ZITZER: Yes, your Honor.

11 JUDGE HOYT: Okay, I understand you now.

12 MS. ZITZER: I apologize for this confusion.

13 JUDGE HOYT: Her name has been frequently used  
14 in these contentions, the admitted contentions. I think that  
15 is what has confused me, at least.

16 MR. CONNER: May I ask one more clarification question,  
17 which I approach with trepidation.

18 JUDGE HOYT: Very well.

19 MR. CONNER: On the last page of the January 2  
20 filing, there is under LEA 23, material that deals with  
21 "cross examination" of these witnesses as a way of saving  
22 time.

23 I think it is merely an incorrect usage of the  
24 words cross examination.

25 MS. ZITZER: That's correct.

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1 MR. CONNER: That is merely intended to say that  
2 she would like to ask the remaining witnesses on admitted  
3 contentions questions about the deferred contentions in an  
4 effort to save time.

5 I think that is all that paragraph means.

6 JUDGE HOYT: Which paragraph are you looking at,  
7 Mr. Conner?

8 MR. CONNER: The one under LEA-23, on the very last  
9 page.

10 JUDGE HOYT: All right, I have it. Go ahead.

11 MR. CONNER: And all I am suggesting is -- if my  
12 interpretation of that paragraph is correct, that is all I  
13 am asking now. I understand we will argue it tomorrow.

14 MS. ZITZER: I would like to comment that I believe  
15 at this point it is a moot point, since we have just about  
16 completed the testimony on the admitted contentions. LEA  
17 filed this request on November 26th, and believes that the  
18 cross examination that has taken place has been sufficient  
19 to explore the concerns that LEA was addressing here. And  
20 LEA obviously at this point in time would have no intentions  
21 of recalling any of the witnesses that have previously  
22 testified. And simply in the closing part of the letter of  
23 the request of January 2nd, 1985, states that we would request  
24 permission to incorporate by reference any of the testimony  
25 previously given by the risk school district superintendents

mm6 1 on the workability of their plans as it would relate to  
2 these contentions.

3 It is information that is already in the record.

4 What I am stating is that the risk school district  
5 superintendents' testimony regarding the workability of their  
6 plans is something that does relate to Contention LEA 1.  
7 They have provided that testimony when they have been called  
8 to testify. And we were simply informing the parties that we  
9 would intend to refer to that information in our findings.

10 But obviously, we do not intend to recall any  
11 witnesses beyond those here in this list.

12 JUDGE HOYT: And you have no other testimony on  
13 LEA 27?

14 MS. ZITZER: 27?

15 MR. CONNER: 23?

16 MS. ZITZER: 23.

17 JUDGE HOYT: I said 27.

18 MS. ZITZER: You said 27, which was the two Camp  
19 Hill facilities?

20 JUDGE HOYT: Yes.

21 MS. ZITZER: Yes, that is correct.

22 I think just to clarify Mr. Conner's concerns,  
23 the statement here on LEA 23 was intended to inform the  
24 parties that we would refer to testimony of the witnesses  
25 from the risk school districts that have previously testified

mm7 1 regarding their concerns as it relates to LEA 23.

2 JUDGE HOYT: Are you going to have any case in  
3 rebuttal?

4 And, how much of a case in rebuttal will you have?

5 MR. RADER: Yes. I anticipate that we will have --  
6 we intend to put the EC panel and Mr. Krimm on as rebuttal  
7 witnesses. At this point I am anticipating a total of perhaps  
8 no more than three hours. Probably close to two hours of  
9 rebuttal testimony.

10 We are prepared to put that on directly after the  
11 end of LEA's case, if the Board so wishes.

12 JUDGE HOYT: It looks as though that would be then  
13 next Monday.

14 MR. RADER: If we don't get to it until Monday. I  
15 don't know, the way these witnesses are being chopped down,  
16 conceivably we could get to it on Friday.

17 JUDGE HOYT: Chopped?

18 MR. RADER: I mean, the witness list I should have  
19 stated is being chopped down.

20 JUDGE HOYT: Very well.

21 And there is nothing further on 27.

22 I have problems with that, and I am ready to  
23 convey them to you. I just don't think that we have got  
24 the contention down. I think that either there is going to  
25 have to be an amendment of that contention as previously

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1 stated, or some other disposition made of it.

2 And I don't think the Board can reach a decision  
3 on that without some amendment to it.

4 MS. ZITZER: Your Honor, could I inquire? You are  
5 talking about contention 27 or 23?

6 JUDGE HOYT: No, ma'am. I am talking about 27.  
7 I am talking about the Camp Hill Schools.

8 MS. ZITZER: Okay. Mr. Campbell does have direct  
9 testimony on that, the Chester County Emergency Coordinator.

10 JUDGE HOYT: Mr. Campbell does?

11 MS. ZITZER: Yes, he does.

12 JUDGE HOYT: Maybe I can get what I want from him,  
13 then.

14 MS. ZITZER: Mr. Campbell is one of PEMA's witnesses,  
15 and he does have direct testimony on that.

16 JUDGE HOYT: Oh, he is your witness then, meaning  
17 PEMA's. And when do you anticipate calling him?

18 MS. ZITZER: I believe that PEMA's witnesses were  
19 to follow LEA's deferred witnesses.

20 JUDGE HOYT: Deferred contentions.

21 MS. ZITZER: Which are the subpoenaed requests  
22 that we have given to you.

23 JUDGE HOYT: Anything else?

24 MR. RADER: Nothing else.

25 JUDGE HOYT: Mr. Hassell?

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1 MR. HASSELL: I wanted to note for the record that  
2 during the week of December 17th through the 21st, 1984, the  
3 Board had requested Staff be prepared to respond to the  
4 motion concerning the State Correctional of Graterford.

5 I just wanted to distribute to the Parties today  
6 the Staff's answer to motions of the inmates of the State  
7 Correctional Institute at Graterford for full disclosure of  
8 the evacuation plan for State Correctional Institute at  
9 Graterford dated January 2nd, 1985.

10 (Document distributed to Board and Parties.)

11 JUDGE HOYT: Very well.

12 We have also received the Applicant's response to  
13 the same motion.

14 MR. HASSELL: I think we had committed at the time  
15 to provide it on January 2nd or 3rd.

16 JUDGE HOYT: That's correct. I recall that.

17 However, Mr. Hassell, I would assume that these  
18 are also being appropriately filed with the Secretary for  
19 Service to the service list.

20 MR. HASSELL: Yes.

21 JUDGE HOYT: I think you had something else,  
22 Mr. Conner.

23 MR. CONNER: One matter for the record, more or  
24 less. The Board may or may not already have been advised  
25 by the Staff or something, but in any event Limerick went

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1 critical on December 22nd, at 3:18 a.m. So, I thought that  
2 might be a matter to the Board's interest.

3 JUDGE HOYT: Yes, I thank you for that. I was  
4 listening to the news driving back to Washington on the 21st  
5 and heard the news of the testing blow by blow.

6 Very well. Thank you.

7 Yes, Ms. Zitzer.

8 MS. ZITZER: I would just like to inform the parties  
9 that LEA does not anticipate filing a response with regard  
10 to the Graterford Prison Evacuation Plan. I just wanted you  
11 to be aware of that.

12 JUDGE HOYT: All right.

13 MR. GOODWIN: Your Honor, I just have two brief  
14 matters here.

15 First, regarding Graterford, Ms. Ferkin had also  
16 given me something to be distributed concerning --

17 JUDGE HOYT: She indicated that she had something  
18 that was coming in today through you.

19 I believe also there was a request that you be  
20 given until January 18 to make a response. And I think that  
21 is probably what you have there is the request for that  
22 January 18th date?

23 MR. GOODWIN: That's correct.

24 JUDGE HOYT: Let me advise the Parties that I  
25 received that on my way out of the office on New Years eve,



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1 and it has been granted.

2 MR. GOODWIN: Just one other matter, your Honor,  
3 concerning Commonwealth witnesses, it is my understanding  
4 with Mr. Hippert and Ms. Ferkin, that our Commonwealth  
5 witnesses are not scheduled before January 21st.

6 JUDGE HOYT: No, I think not.

7 The schedule, as I recall -- if you will distribute  
8 your summation, your filing.

9 (Document distributed to Board and Parties.)

10 JUDGE HOYT: Now, do we have anything else?

11 Mr. Conner, did I pass over you, or did we finally  
12 get your question in?

13 MR. CONNER: No, I just wanted to give you the  
14 information on the criticality.

15 JUDGE HOYT: All right.

16 Then that seems to complete our business for the  
17 day. The Board will adjourn until 9:00 o'clock tomorrow  
18 morning, January 3rd, 1985.

19 (Whereupon, at 4:55 p.m., the hearing was recessed,  
20 to resume at 9:00 a.m. on Thursday, 3 January 1985.)

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CERTIFICATE OF OFFICIAL REPORTER

This is to certify that the attached proceedings before the  
UNITED STATES NUCLEAR REGULATORY COMMISSION in the matter of:

NAME OF PROCEEDING: Philadelphia Electric Company  
Limerick Generating Station  
Units 1 and 2

DOCKET NO.: 50-352-OL and 50-353-OL

PLACE: Philadelphia, Pennsylvania

DATE: 2 January 1985

were held as herein appears, and that this is the original  
transcript thereof for the file of the United States Nuclear  
Regulatory Commission.

*Rebecca E. Eyster*  
*Mimie Meltzer*  
*Marilynn M. Nations*

(Sigt)

(TYPED) Rebecca E. Eyster, Mimie Meltzer,  
Marilynn Nations

Official Reporter

Reporter's Affiliation