

B. Each request for admission shall be deemed to be continuing, and LILCO is requested seasonably to supplement answers with additional facts and information, in accordance with § 2.740(e)(1) and (2) of the NRC's Rules of Practice.

C. The words "and" and "or" shall be construed either conjunctively or disjunctively so as to bring within the scope of these discovery requests any information that might otherwise be construed to be outside their scope.

D. Wherever appropriate, the singular form of a word shall be interpreted in the plural, and vice versa, so as to bring within the scope of these discovery requests any information that might otherwise be construed to be outside their scope.

E. Wherever appropriate, the masculine form of a word shall be interpreted as feminine, and vice versa, so as to bring within the scope of these discovery requests any information that might otherwise be construed to be outside their scope.

F. If LILCO objects to or claims a privilege (attorney-client, work product, or other) with respect to any request for admission, in whole or in part, or seeks to withhold any such information because of the alleged proprietary nature of the data, please set forth all reasons and the underlying factual basis for the objection or claim of privilege in sufficient

detail to permit the Licensing Board to determine the validity of the objection or claim of privilege.

DEFINITIONS

A. "LILCO" or "LILCO personnel" means Long Island Lighting Company and any affiliate, agent, employee, consultant, contractor, technical advisor, representative, or other person acting for or on behalf of LILCO, or at LILCO's direction or control, or in concert with LILCO or assisting LILCO.

B. "Shoreham" means the Shoreham Nuclear Power Station, Unit 1, any part thereof, or any structure, system, component, instrumentation, equipment, or materials included in, or intended to be included in, Shoreham.

C. LILCO's "auxiliary bus driver arrangement" refers to the proposal for evacuating school children from the Shoreham 10-mile EPZ during a radiological emergency at Shoreham, by using LILCO employees to serve as auxiliary, or backup, and primary school bus drivers, all as more fully described by LILCO in its "Motion for Summary Disposition of Contention 25.C ('Role Conflict' of School Bus Drivers)," dated October 23, 1987.

REQUESTS FOR ADMISSIONS

1. That LILCO's new "auxiliary bus driver arrangement" does not include the proposed use of LILCO's new "auxiliary" school bus drivers in the event of an early dismissal of schools during a Shoreham emergency.

2. That LILCO's new "auxiliary bus driver arrangement" does not include the provision of buses for the 562 new "auxiliary" bus drivers to use in the event of an evacuation of schools during a Shoreham emergency.

3. That LILCO's new "auxiliary bus driver arrangement" adds to LERO a minimum of 562 additional personnel.

4. That the new 562 "auxiliary" school bus drivers are in addition to (a) the 333 bus drivers who are expected to drive as many as 333 buses to evacuate the transit-dependent general population, according to OPIP 3.6.4, and (b) the drivers expected, under pre-Revision 9 versions of LILCO's Plan, to participate in the evacuation of the handicapped and parochial and nursery schools, according to OPIP 3.6.5.

5. That, with the exception of the Shoreham-Wading River Central School District, no school district, having schools located in the EPZ, has consented to any LILCO proposal to have

LILCO employees drive buses to evacuate school children during a Shoreham emergency.

6. That, with the exception of the Shoreham-Wading River Central School District, no school district, having schools located in the EPZ, has consented to have LILCO employees drive school buses containing children during an evacuation from a Shoreham emergency.

7. That, with the exception of the Shoreham-Wading River Central School District, no school superintendent, from any district having schools located in the EPZ, has approved any LILCO "auxiliary" bus drivers as drivers of buses transporting school children in his or her school district, or under his or her charge.

8. That, with the exception of the Shoreham-Wading River Central School District, no school district, having schools located in the EPZ, has consented to allowing LILCO personnel, or "auxiliary" bus drivers, to drive buses under contract to those schools, during a Shoreham emergency.

9. That, with the exception of the Shoreham-Wading River Central School District, no school district, having schools located in the EPZ, has agreed that the safe implementation of a single-wave evacuation of all school children in the EPZ during a Shoreham emergency is feasible.

10. That the Shoreham-Wading River Central School District has not formally agreed to implement, or to allow LILCO to implement, its "auxiliary bus driver arrangement."

11. That the Shoreham-Wading River Central School District has not formally agreed to have LILCO employees drive school buses containing children from that district during an evacuation from a Shoreham emergency.

12. That the Shoreham-Wading River Central School District has not formally agreed to allow LILCO personnel, or "auxiliary" bus drivers, to drive buses under contract to that district, during a Shoreham emergency.

13. That the Shoreham-Wading River Central School District Superintendent has not approved any LILCO "auxiliary" bus drivers as drivers of buses transporting school children from that school district, or under his or her charge.

14. That no bus companies have agreed to assign to LILCO, or LILCO employees, their contracts with school districts, covering the provision of school bus driving services.

15. That no bus companies, under contract with school districts in the EPZ, have agreed to allow LILCO or its employees to perform school bus driving duties covered by such contracts.

16. That no bus companies, under contract with school districts in the EPZ, have agreed to release to LILCO, for use by LILCO employees during a Shoreham emergency, buses covered by such contracts.

17. That no school districts outside the EPZ have agreed to release to LILCO, for use by LILCO employees during a Shoreham emergency, buses under contract with such school districts.

18. That with the exception of the Shoreham-Wading River Central School District, no school district with schools in the EPZ has agreed to have its school bus drivers trained by LILCO.

19. That with the exception of the Shoreham-Wading River Central School District, no school district in the EPZ has instructed its school bus drivers to accept training by LILCO.

20. That with the exception of the Shoreham-Wading River Central School District, no school district in the EPZ has agreed to have its school children evacuated during a Shoreham emergency to any reception center identified, or to be identified, by LILCO.

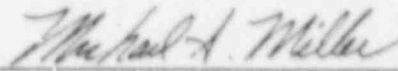
21. That with the exception of the Shoreham-Wading River Central School District, no school district in the EPZ has adopted or approved a plan for the implementation of a single

wave evacuation of all the school children in the EPZ during a Shoreham emergency.

22. That any LILCO evacuation time estimates concerning the evacuation of school children will be based on the assumption that LILCO's "auxiliary bus driver arrangement," or some part thereof, would be implemented.

23. That under LILCO's "auxiliary bus driver arrangement," it is assumed by LILCO that no LILCO employees serving as "auxiliary," backup, or primary bus drivers would experience role conflict during a Shoreham emergency.

Respectfully submitted,



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Attorneys for Suffolk County

January 25, 1988

DOCKETED
USNRC

January 25, 1988

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

'88 FEB -1 P5:03

Before the Atomic Safety and Licensing Board OFFICE OF SECRETARY
DOCKETING & SERVICE
BRANCH

In the Matter of)
)
LONG ISLAND LIGHTING COMPANY)
)
(Shoreham Nuclear Power Station,)
Unit 1))
_____)

Docket No. 50-322-OL-3
(Emergency Planning)

CERTIFICATE OF SERVICE

I hereby certify that copies of SUFFOLK COUNTY'S FIRST SET OF REQUESTS FOR ADMISSIONS REGARDING THE REMAND ISSUE OF "ROLE CONFLICT" OF SCHOOL BUS DRIVERS have been served on the following this 25th day of January, 1988 by U.S. mail, first class, except as noted:

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- * Mailed on January 25, 1988
and By Hand Delivery
on January 26, 1988
 - ** By Telecopy
 - *** By Federal Express