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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

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Before the

ATOMIC SAFETY AND LICENSING BOARD

OFFICE OF SECRETARY
DOCKETING & SERVICE
BRANCH

Before Administrative Judges:
Ivan W. Smith, Chairperson
Gustave A. Linenberger, Jr.
Dr. Jerry Harbour

In the Matter of)	May 9, 1988
)	
PUBLIC SERVICE COMPANY OF)	Docket Nos. 50-443-OL
NEW HAMPSHIRE, et al,)	50-444-OL
)	
(Seabrook Station, Units 1 and 2))	Off-Site Emergency
)	Planning

TOWN OF HAMPTON
PROPOSED FINDINGS OF FACT AND RULINGS OF LAW

1. BACKGROUND AND INTRODUCTION

1.1 The Town of Hampton reserves all rights of appeal on those contentions, and contention bases, previously proffered by TOH and erroneously rejected by this Board by MEMORANDUM AND ORDER dated April 29, 1986, February 18, 1987, May 18, 1987, July 16, 1987, or otherwise.

1.2 Town of Hampton incorporates and joins in NEW ENGLAND COALITION ON NUCLEAR POLLUTION'S PROPOSED FINDINGS ON PERSONNEL ADEQUACY AND TRANSPORTATION AVAILABILITY WITH RESPECT TO THE NEW HAMPSHIRE RADIOLOGICAL EMERGENCY RESPONSE PLAN REVISION 2, dated May 6, 1988; SEACOAST ANTI-POLLUTION LEAGUE'S PROPOSED FINDINGS OF FACT, RULINGS OF LAW AND CONCLUSIONS OF FACT, dated May 9, 1988; and

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MASSACHUSETTS ATTORNEY GENERAL JAMES M. SHANNON'S PROPOSED FINDINGS OF FACT AND RULINGS OF LAW.

2. Letters of Agreement

2.1 Findings of Fact

2.1.1 Beyond the language contained on the face of the LOAs, the State of New Hampshire offered no basis to believe that signatories understand the ramifications of the LOAs, Tr. 2865, or that signatories understand that the LOAs are intended to mean that they are going to participate in a radiological emergency at Seabrook Station and that the resources designated as being available will in fact be used. Tr. 2866-2867.

2.1.2 Mr. Guadagna has never taken a poll or survey of his drivers to determine how many would be available in an actual emergency at Seabrook, he did not know how many drivers would make themselves available at the time he signed Letters of Agreement with the State of New Hampshire, and he presently does not know how many drivers would be available in an actual emergency. Tr. 8174.

2.1.3 Applicants have admitted that "with respect to at least one provider, the number of drivers which would be made available may be overstated." Applicants Proposed Findings of Fact and Rulings of Law, p. 11, No. 2.1.20.

2.1.4 The LOAs signed by Mr. Guadagna represent approximately 40%, or about 300 out of 720, of those bus and driver "pairs" alleged to be "available" by Applicants to respond to an

emergency. Hampton Exhibits 11-16 and Post Tr. 4228 at 14. Applicants' have not demonstrated that any of the bus and driver "pairs" represented by Mr. Guadagna's three LOAs will be available in an actual emergency. Tr. 8174.

2.1.5 Applicants have not demonstrated, and this Board cannot reasonably predict from the LOAs, how many drivers would be available, and in fact participate in an emergency response, in an actual emergency. Tr. 8174.

2.1.6 The original LOA with Berry Transportation Company dated December 20, 1985, providing that 60 drivers would be "available" in an actual emergency, Tr. 2915-2916, overstated by 10 times the actual number of available drivers, as evidenced by the February, 1986 exercise. Post Tr. 4562 at 4.

2.1.7 The "overstated" personnel resources in Mr. Guadagna's three LOAs, and in the prior LOA of December 20, 1985 with Berry Transportation Company, is an indication of "overstated" resources, and a pervasive inaccuracy, in all other LOAs.

2.1.8 The Letters of Agreement do not accurately state the number of personnel and resources that would be available in an actual emergency.

2.1.9 TOH Findings of Fact 4.1.1 through 4.1.5 are realleged and incorporated by reference.

2.1.10 TOH Finding of Fact 7.1.9 is realleged and incorporated by reference.

2.2 Rulings of Law

2.2.1 The Board finds and rules that, based on the record evidence, the Letters of Agreement in the NHRERP Rev. 2 do not comply with the standards set forth in 10 CFR 50.47(b)(1) and NUREG 0654-FEMA-Rep. 1 Rev. 1 II.A.3.

2.3 Conclusions

2.3.1 The Board concludes that, based on the record evidence, Applicants have failed to provide reasonable assurance that adequate personnel will be available in an emergency at Seabrook.

3. RESPONSE PERSONNEL ADEQUACY

3.1 Findings of Fact

3.1.1 Personnel Resources Assessment Summary, Applicants' Exhibit 1, as corrected by Applicants' Exhibit 1A appearing Post Tr. 4685 (hereinafter the "Survey"), does not address, and offers no evidence to support, how many persons with designated emergency response roles would actually be available in an emergency. The Survey only alleges how many people are required to perform each plan function and who "can be made available" to do them. The Survey merely "assumes people will be available." Applicants' Proposed Findings of Fact and Rulings of Law, p. 24, No. 3.1.34.

3.1.2 Under the NHRERP, approximately 30 traffic control guides are needed to staff the TCPs within the Town of Hampton. This does not include the additional staffing required for Hampton's municipal security (six personnel), EOC security (two personnel), or

EOC staffing (four personnel). (Summary of Personnel Resource Assessment, Applicants' Exhibit 1, as corrected by Applicants' Exhibit 1-A); Post Tr. 3659 at p. 11. The Town of Hampton only has two full-time and five or six "special" or seasonal available police officers on duty on a summer weekend day, Post Tr. 3659 at p. 4, when the beaches are most crowded. Post Tr. 3622, p. 30.

3.1.3 Contrary to the Applicants' assertions that the Survey "indicates that sufficient personnel will be available to assist both the non-participating towns and those town which the Plan assumes are unable to mount a full response from local resources," Applicants' Proposed Findings of Fact and Rulings of Law, 3.1.51, p. 28, Mr. Strome conceded that Troop A does not have sufficient troopers itself to staff the access control points and traffic control points, while at the same time staffing TOH's traffic control points, under the NHRERP. Tr. 3369; See also Post Tr. 3659 at 12.

3.1.4 "Based on information provided by the New Hampshire State Police, it is expected that four state police will report to the assigned control points within 15 minutes of the beach closure. Three more will report to their respective control points within the following 45 minutes; and six additional police will arrive within two hours of beach closure." Only a total of 13 state police therefore can be deployed to staff TCPs within the first two hours of beach closure, Post Tr. 5622, pp. 44-45, and manning of these posts may extend to a span of three to four hours for a complement of 100 troopers. Id. at p. 69.

3.1.5 Contrary to Applicants' assertions that the Town of Hampton has adequate personnel available to staff the emergency response organizations, Mr. Strome admitted that the Town of Hampton by itself does not have sufficient police personnel to staff the traffic control points located within the Town. Tr. 3362-3363.

3.1.6 The special officers employed by Town of Hampton in the summer months typically have no prior law enforcement experience. Post Tr. 3659, p. 3. These officers are not adequately trained, and lack sufficient experience, to carry out emergency duties without supervision of full-time officers and, in any event, most live so far away as to make them unavailable for a lengthy period of time, if the officer is off duty. Post Tr. 3659 at 13.

3.1.7 Contrary to Applicants' assertions that "there is no reason to believe that personnel cannot be properly trained," the special police officers for the Town of Hampton typically only work at the Department for a month or two and then leave to obtain full-time employment in police departments with other cities or towns. Post Tr. 3659 at p. 3. It is therefore not feasible to adequately train these special police officers to respond to a nuclear emergency at Seabrook.

3.1.8 It is common to take two hours for an officer to travel from the western part of the town of Hampton to Hampton Beach, Post Tr. 3659, p. 13, and 40 out of 50 special police officers live outside the Town altogether. Post Tr. 3659, p. 4. Only one full-time police officer lives in Hampton Beach. Id. Many special police officers have temporary residences in the summer and if off duty may

be reached, if at all, through friends. Post Tr. 3659, p. 13.

3.1.9 The Hampton Police Association voted unanimously that the NHRERP is "totally unrealistic, unworkable and unsupportable." This statement fairly summarizes the position of all Hampton Police Union members regarding the NHRERP. Post Tr. 3659, p. 19.

3.1.10 Sergeant Victor DeMarco has been employed by the Hampton Police Department for 16 years. For most of that time, he was routinely involved in maintaining traffic flow and keeping order among the tourists and beach population. Presently his duties and responsibilities concern instructing new officers for the Town. Detective William Lally is President of the Hampton Police Association and has received training in traffic and crowd control. Post Tr. 3659, pp. 1-2. The Board finds both of these witnesses are credible and qualified to testify to the matters discussed in their testimony. Post Tr. 3659, pp. 1-19.

3.1.11 The town manager in the Town of Hampton is the hub of the emergency response for the Town and all department requests go through him. Tr. 3342. In the Town of Hampton, however, the town manager is also the civil defense director, with responsibility for coordinating requests for additional support with the state Office of Emergency Management. Tr. 3343. It is not reasonable to expect that a single individual can perform both of these functions in an actual emergency. Post Tr. 3597 at pp. 5-6.

3.1.12 Under the NHRERP, the Public Works Director for

TOH, and employees in the Public Works Department, are assigned duties for which they are not trained and which are outside their normal job experience. Post Tr. 3597 at 3-6. Under the NHRERP, the Public Works Director is required to maintain accessibility of emergency evacuation routes in Hampton, although the Department does not own a single tow truck, Post Tr. 3597 at 6. 24 of the Public Works Department employees deemed available under the NHRERP are only approximately 17 years of age, who typically perform such duties as dump attendance, trash pickup and street sweeping. None of the employees in the Public Works Department have training or experience in roadway clearance or traffic control. Id.

3.1.13 In the opinion of the Office of Emergency Management, the 24 high school students employed by the Town of Hampton in the summertime, primarily to pick up trash around town, would constitute an adequate personnel resource to implement the NHRERP, including maintenance of evacuation routes during an emergency. Tr. 3340-3341.

3.1.14. The State will not be able to compensate for the deficiencies in the Town of Hampton personnel and resource capabilities because State response will be delayed, the State does not have adequate personnel to assist all EPZ towns simultaneously, and the deficiencies in state compensatory capabilities was demonstrated clearly in a prior drill. Post Tr. 3597 at 7-9.

3.1.15 Dona Janetos is Chairman of the Town of Hampton Board of Selectmen and has been a member of the Board since 1985. The

Board typically evaluates tasks to be performed within each department and determines the number of necessary personnel, in its role as overseer of the administration of all Town departments. Ms. Janetos applied these skills and made a similar assessment in regard to the personnel assignments for Town of Hampton departments under the NHRERP. Post Tr. 3659, pp. 1-2.

3.2 Rulings of Law

3.2.1 The Board rules that, based on the record evidence, the provisions for personnel resources in the NHRERP fail to comply with the standards set forth in 10 CFR §50.47(b)(1), and NUREG-0654 FEMA-REP. 1 Rev. 1 II.A.1 and 4.

3.3 Conclusions

3.3.1 Based upon all of the foregoing, the Board finds that there is no reasonable assurance that there will be sufficient response personnel to carry out protective action responses as required for each of the New Hampshire towns located in the Seabrook EPZ in the event of a radiological emergency at Seabrook Station.

3.3.2 Based upon all of the foregoing, the Board finds that there is no reasonable assurance that there will be sufficient response personnel to carry out protective action responses as required for the Town of Hampton in the event of a radiological emergency at Seabrook Station.

4. TRANSPORTATION AVAILABILITY & SUPPORT SERVICES (SPECIAL NEEDS)

4.1 Findings of Fact

4.1.1 During the February 26, 1986 emergency exercise, Ann

Hutchinson, Division Manager of National School Bus Service, Inc., formerly Berry Transportation Co., attempted to contact all of her 57 drivers to determine how many would be available in an actual emergency. Post Tr. 4562 p. 3. Only 6 of the 57 drivers, or approximately 10%, agreed to make themselves available in the event of an actual emergency at Seabrook. Id. at 4. Based upon her experience in the emergency exercise, and a poll of drivers, the nine drivers indicated as available in the present Letter of Agreement with National School Bus Service, Inc., formerly Berry Transportation Co., reasonably approximates the number who would actually be available in an emergency. Tr. 4577.

4.1.2 During the emergency exercise, the State of New Hampshire declared that evacuation had successfully been completed of certain designated schools, although the evacuation could not have been performed within the time provided. Tr. 4575-4576.

4.1.3 The emergency exercise conducted on February 26, 1986, provides a reasonably accurate basis for evaluating whether or not the NHRERP adequately provides transportation, including transportation for special needs populations.

4.1.4 None of the drivers at National School Bus Service, Inc., formerly Berry Transportation Co., were consulted as to their availability to drive vehicles in an actual emergency at the time the company entered into its original letter of agreement. Tr. 4567.

4.1.5 The original Letter of Agreement with National School Bus Service, formerly Berry Transportation Company, indicating

that 65 drivers would be available was superseded by a second letter of agreement stating that only 9 drivers would be available. The change was made at the request of the Berry Transportation Company based upon polls conducted by Ms. Hutchinson. Tr. 4568. This information is consistent with later polling and discussions that Ms. Hutchinson has had with her drivers. Tr. 4567.

4.1.6 Ms. Hutchinson has been employed with National School Bus Service, Inc., formerly Berry Transportation Co., for 24 years, Post Tr. 4562 p. 1. Based upon that experience and discussions with the owner/manager of a bus company in Keene, involved in a plan for one of the Vermont nuclear plants, Ms. Hutchinson is of the opinion that bus companies tend to be pretty much alike and any company responding to an emergency at Seabrook might experience the same problems as Ms. Hutchinson's company encountered during the emergency exercise. Tr. 4573, 4574.

4.1.7 The Seacoast Health Center is an intermediate care facility located in Hampton, New Hampshire, containing approximately 107 patients, including approximately 24 wheelchair-bound, 45 who can walk only with assistance, eight who cannot get out of bed, and 30 who are able to walk around by themselves. No doctors are employed by the Health Center and no physicians reside on the premises. Post Tr. 7806 at 2.

4.1.8 When Mr. Trahan of the Seacoast Health center discussed with State officials allocations for transportation for his patients, he was informed that ambulances would not be made available,

and that his patients would be evacuated using school buses outfitted with conversion kits. Tr. 7828.

4.1.9 Although Mr. Trahan specifically asked the State for ambulances to evacuate his residents, he was told those ambulances would not be available. Tr. 7837.

4.1.10 The NHRERP makes no provision to provide additional medically trained staff to support an emergency response, including an evacuation, of the Seacoast Health Center. Post Tr. 7806 at 6. Many staff of the Seacoast Health Center have informed Mr. Trahan that they will leave the facility to care for their families and loved ones in the event of an emergency at Seabrook. Post Tr. 7806, p. 4. Even assuming all on-duty staff, consisting of four nurses and 11 aides, would remain with the patients, a substantial number of additional medically and specially trained staff would be required to collect, care for, monitor, transport and evacuate the 107 patients of the Seacoast Health Center. Post Tr. 7806, p. 6. More than half of the Seacoast Health Center reside outside the Town of Hampton and would not be readily available for recall, if off duty, in the event of an emergency.

4.1.11 The NHRERP states that special needs patients, including those at the Seacoast Health Center, may be loaded for evacuation at a rate of 15 seconds per patient. NHRERP Volume 6, pp. 11-21. This estimate substantially underestimates the time required to perform this function, which Mr. Trahan estimated at a minimum of one minute per patient, even for the most capable residents of the

Health Center. Post Tr. 7806, p. 8.

4.1.12 The disaster plan for the Seacoast Health Center was not written with the intent that it would be used to evacuate residents in the event of a radiological emergency. Tr. 7835.

4.1.13 The Seacoast Health Center does not have adequate staff to evacuate the facility in the event of a radiological emergency at Seabrook whether the Health Center follows the NHRERP or its own emergency plan. Tr. 7835-7836.

4.1.14 In the event evacuation of the Seacoast Health Center is ordered, this would impose extreme increased stress upon a number of patients, which would likely increase the need for medical attention precisely at the time when there is likely to be the least amount of trained medical personnel available. Tr. 7833.

4.1.15 The Seacoast Health Center does not have ramps to board wheelchair-bound patients, Tr. 7833, and the staff of the Health Center, which is comprised principally of females, would not have the physical strength to load many of these individuals into evacuation buses. Tr. 7833. Unless these ramps are made available, the Seacoast Health Center will not be able to take advantage of any bus transportation provided to evacuate the residents. Tr. 7834.

4.1.16 The only actual evacuation carried out at the Seacoast Health Center, was done with direct assistance of six state troopers, ten police officers from the Hampton Police Department, and at least a dozen Fire Department personnel. Tr. 7844-7845. Under the NHRERP, however, there is no provision to provide this assistance in

the event of an emergency at Seabrook. Post Tr. 7806, p. 6. Ambulances and a small bus with wheelchair elevator was provided for the prior evacuation, Tr. 7845, although none of these specialized emergency evacuation vehicles will be provided to the Health Center in the event of an emergency at Seabrook. Post Tr. 7806, pp. 8-9. Even with this additional personnel and transportation support, at least a couple of the patients at the Health Center went critical when evacuated a distance of only one and one-half miles. Tr. 7845.

4.2 Rulings of Law

4.2.1 Specific practical arrangements for requesting and effectively using assistance resources have to be made before plans can be deemed adequate. 10 CFR §50.47(b)(3). This requires, among other things, that the opinions of special facilities as to their needs in carrying out protective actions for their residents must be carefully paid heed and the needed staffing equipment and facilities be provided. 10 CFR §50.47(b)(8) and 10 CFR §50.47(b)(10).

4.3 Conclusions

4.3.1 The Board concludes that there is no reasonable assurance that adequate transportation resources or necessary support services can and will be made available during a radiological emergency for transport dependent and/or special needs individuals.

6. EVACUATION TIME ESTIMATES

6.1 Findings of Fact

6.1.1 The road system in Hampton Beach consists of narrow, one-way streets and two-lane roads. A single accident, breakdown, or stalled vehicle on one of the limited evacuation routes from the beach could freeze a substantial portion of the evacuating traffic. Vehicles within site of the reactor would be unable to move. Post Tr. 3659 at 6. In good weather during the summer, traffic is routinely bumper to bumper throughout Hampton Beach. Hampton Beach is extremely congested with pedestrians and vehicles in transit. It is common for traffic exiting the beach to be backed up for one and one-half miles. Id. For example, under the NHRERP, Church Street is a primary evacuation route from the beach area. NHRERP, Vol. 6, Appendix J, p. J-1. At the intersection of Church Street and Route 1A in Hampton Beach, Church Street is only approximately 8 to 10 feet wide, bounded by walls on either side. A single accident at this intersection would block evacuating traffic from proceeding along Route 51, the principal westerly evacuation route, which merges with Church Street. Even under normal conditions, approximately 2 to 3 accidents occur at this intersection each summer. Post Tr. 3659 at 7.

6.1.2 Extending west and south from the Hampton Beach area, into the towns of Hampton and Seabrook, lies an area of marsh or wetland where the Seabrook Nuclear Power Plant is located. The marsh essentially divides Hampton Beach from the main area of town, creating an island of beaches, summer crowds and traffic. There are only a

limited number of access roads from the beach, across the marsh, and into town. In the event of an emergency at Seabrook, therefore, much of the evacuating traffic must proceed west toward, by and beyond the power plant. Many evacuees would be required to move closer towards a damaged reactor, the very thing from which they would be attempting to escape. Post Tr. 3597 at 3.

6.1.3 The Town of Hampton is located less than two miles from the Seabrook Nuclear Power Plant. The Town has approximately five miles of coastline, most of which is comprised of the public Hampton Beach. Coastal Route 1A, a two-lane road, runs north/south, immediately adjacent to the beach. Located directly across Route 1A from the beach are numerous motels, condominiums, seasonal residences, souvenir shops, eating establishments and other small businesses. During the summer months, ten of thousands of residents, tourists, transients, beachgoers, and others seeking recreation, crowd into Hampton Beach. Post Tr. 3659, p. 5.

6.1.4 In addition to the pedestrian and vehicular traffic, vehicles are parked throughout the area of Hampton Beach, both in formal parking spaces and curbside, in back yards, on the shoulders of roads, and otherwise anywhere that a vehicle can physically be placed. During the summer months, therefore, Hampton Beach is a crowded and congested tourist resort, with pedestrians, beachgoers, moving and parked traffic. Obviously, on sunny days the beach itself is crowded with tourists and residents. Post Tr. 3659, p. 7.

6.1.5 During the summer months, beachgoers and transients

typically park on the shoulders of both sides of Route 51, the principal evacuation route from Hampton Beach, with parked vehicles extending back more than one mile from the beach. Post Tr. 3659, p. 7 and Applicants' Exhibit 5, NHRERP Volume 6, Appendix J, p. J-1. Although the NHRERP relies on evacuees to push disabled vehicles onto the shoulders of roadways to keep the routes clear, Applicants' Exhibit 5, NHRERP Volume 6, pp. 12-3, 12-4, if a vehicle on Route 51 stalls out, runs out of gas, is involved in an accident or is otherwise disabled, there may be nowhere to push the vehicle to clear the roadway, since the shoulders are already blocked with parked vehicles. Post Tr. 3659, p. 8. It is also not feasible to push disabled or abandoned vehicles since, 99% of the time, locked vehicles cannot be pushed manually because their transmissions are locked in "park" and usually drivers take the keys with them, which then requires a wrecker to remove the vehicle. Tr. 3695.

6.1.6 Accidents, breakdowns, or stalled vehicles in the Hampton Beach area roads occur on a daily basis throughout the summer months. Post Tr. 3659, p. 8.

6.1.7 People will disregard the evacuation route specified in the NHRERP since people have their own perceptions of the "best" route out of the EPZ, some motorists will disregard established traffic patterns in an attempt to avoid congestion, take shortcuts in an effort to "find their own way." Post Tr. 3659, pp. 9-10.

6.2 Rulings of Law

6.2.1 The Board rules that the evacuation time estimates

contained in the NHRERP fail to comply with the provisions of 10 CFR §50.47(b)(10) and NUREG 0654-FEMA-REP. 1 Rev. 1 II.J.10.1.

6.3 Conclusions

6.3.1 The Board concludes that the evacuation time estimates proffered by Applicants are not reasonably reliable and will not serve as adequate tools for emergency personnel in determining the most appropriate protective action response in the event of an actual emergency.

7. HUMAN BEHAVIOR IN EMERGENCIES

7.1 Findings of Fact

7.1.1 The NHRERP does not provide any plans for the protection of the families of emergency workers. Tr. 6509, 6510. Mr. Miletì did not know how many emergency workers are parents in single parent families in the EPZ or have spouses that work outside the EPZ, Tr. 6510.

* 7.1.2 Dr. Miletì agreed that, during an emergency at Seabrook, if a teacher believed that by staying at work his family could die or suffer significant injury, the teacher would leave his students and go home to tend to his family. Tr. 6512.

7.1.3 The teacher panel appeared as representatives for 15 schools within the New Hampshire portion of the EPZ for Seabrook Station. Post Tr. 3945, pp. 6-8. The Seabrook Plant is a common topic of conversation among teachers. Post Tr. 3945, p. 8. Based upon informal surveys conducted by the panel members of their colleagues in their respective schools, a substantial majority of teachers would

leave their schools upon notification of an emergency at Seabrook in order to care for their own families and loved ones. Post Tr. 3945, p. 3; Tr. 4030-4039. If teachers left, the children would be left unsupervised and chaotic conditions could occur. Some children who were supposed to wait may leave for home on their own. Their parents could easily lose track of them if the parents were driving to the school. In addition, because many children would be unsupervised, confusion would ensue and that confusion would make it impossible for buses and parents to locate and pick up children in a timely manner. Post Tr. 3945, p. 4.

7.1.4 The teachers in the schools represented by the teacher panel understood the duties assigned them under the NHRERP and overwhelmingly rejected these responsibilities, including three schools, Seabrook Junior High School, the Sherburne School and New Franklin School, at which the teachers were unanimous in stating they would leave in the event of an actual emergency. Post Tr. 3945, pp. 7-8.

7.1.5 The teachers have an extremely low opinion of the credibility of the State of New Hampshire and the State Emergency Management Office concerning emergency plans for Seabrook Station as evidenced by a 10 minute session of laughter to the principal of the Winnacunnet High School who stated, at a faculty meeting, what the NHRERP expected of Winnacunnet teachers in an actual emergency. Tr. 4027.

7.1.6 Although the approximately 350 teachers of the

Portsmouth Teachers Association notified the Superintendent of Schools of their frustration and dissatisfaction with the NHRERP, and it is the belief of the Association that this letter was forwarded to the proper authorities, the Teachers Association has never received a response. Tr. 4026.

7.1.7 Independent of the teachers represented by the teacher panel, 597 teachers signed a petition rejecting their assigned duties under the NHRERP as inappropriately expecting teachers during a nuclear accident to assume emergency response roles that would simultaneously place their families in danger. Post Tr. 3945, p. 6. Based upon discussions with colleagues, teacher Moyer, who initiated the survey, inferred that many of the people signing the petition meant to express their intention that they would leave schools to care for their families in the event of an actual emergency. Tr. 3987.

7.1.8 The teacher petition signed by 597 teachers, Hampton Exhibit 10, was generated by the teachers themselves and was not prepared for purposes of litigation and was an avenue pursued after continuing frustration to get school officials and town officials to pay attention to the problems that these plans posed for teachers and students. Tr. 4028-4029.

7.1.9 The NHRERP assumes the cooperation and participation of EPZ teachers to implement the NHRERP, although no LOAs have been obtained. Post Tr. 4583 at global pp. 39-40.

7.1.10 The NHRERP assumes the cooperation and participation of EPZ teachers to implement the NHRERP although

participation is completely voluntary and the State has never spoken with any teachers to determine who is willing to volunteer. Tr. 3352.

7.1.11 Teacher Moyer of the Winnacunnet High School, to his knowledge, was not aware of any prior radiological emergency where teachers have been confronted with the choice of having to either stay with students or attend to their own families and, to his knowledge, that situation has never arisen. Tr. 4028.

7.1.12 TOH Finding of Fact 4.1.10 is realleged and incorporated by reference.

7.2 Rulings of Law

7.2.1 The Board rules that Applicants have failed to demonstrate there will be adequate personnel to support an emergency response. 10 CFR §50.47(b)(1) and NUREG 0654-FEMA-REP. 1 Rev. 1 II.A

7.3. Conclusions

7.3.1 The Board concludes that Applicants have failed to demonstrate there will be adequate personnel to support an emergency response.


Respectfully submitted,

TOWN OF HAMPTON
By Its Attorneys
SHAINES & McEACHERN
Professional Association

By


Paul McEachern

By


Matthew T. Brock

Dated: May 9, 1988

'88 MAY 10 P7:04

CERTIFICATE OF SERVICE

I, Matthew T. Brock, one of the attorneys for the Town of Hampton herein, hereby certify that on May 9, 1988, I made service of the foregoing document, TOWN OF HAMPTON PROPOSED FINDINGS OF FACT AND RULINGS OF LAW, by depositing copies thereof in the United States Mail, first class postage prepaid for delivery (or, where indicated, by Express Mail, prepaid) addressed to:

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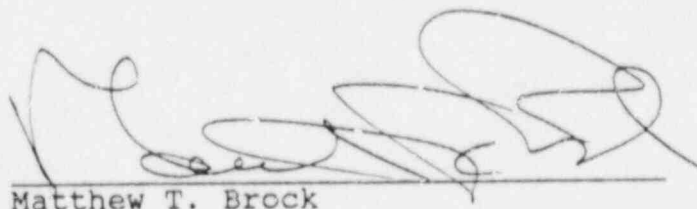
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