

ORIGINAL

# UNITED STATES NUCLEAR REGULATORY COMMISSION

ATOMIC SAFETY AND LICENSING BOARD

In the Matter of:

PUBLIC SERVICE COMPANY OF  
NEW HAMPSHIRE, et al.,

(SEABROOK STATION, UNITS 1 AND 2)

)  
) Docket Nos.  
) 50-443-OL  
) 50-444-OL  
) OFF-SITE EMERGENCY  
) PLANNING

EVIDENTIARY HEARING

Pages: 19326 through 19407

Place: Boston, Massachusetts

Date: April 14, 1989

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EVIDENTIARY HEARING

Friday,  
 April 14, 1989

Auditorium  
 Thomas P. O'Neill, Jr.  
 Federal Building  
 10 Causeway Street  
 Boston, Massachusetts

The above-entitled matter came on for hearing,  
 pursuant to notice, at 8:30 a.m.

BEFORE: JUDGE IVAN W. SMITH, CHAIRMAN  
 Atomic Safety and Licensing Board  
 U.S. Nuclear Regulatory Commission  
 Washington, D.C. 20555

JUDGE KENNETH A. McCOLLOM, Member  
 Atomic Safety and Licensing Board  
 U.S. Nuclear Regulatory Commission  
 Washington, D.C. 20555

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



## APPEARANCES:

For the Applicant:

THOMAS G. DIGNAN, JR., ESQ.  
GEORGE H. LEWALD, ESQ.  
KATHRYN A. SELLECK, ESQ.  
JAY BRADFORD SMITH, ESQ.  
JEFFREY P. TROUT, ESQ.  
GEOFFREY C. COOK, ESQ.  
Ropes & Gray  
One International Place  
Boston, Massachusetts 02110-2624

For the NRC Staff:

SHERWIN E. TURK, ESQ.  
ELAINE I. CHAN, ESQ.  
EDWIN J. REIS, ESQ.  
Office of General Counsel  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

For the Federal Emergency Management Agency:

H. JOSEPH FLYNN, ESQ.  
LINDA HUBER McPHETERS, ESQ.  
Federal Emergency Management Agency  
500 C Street, S.W.  
Washington, D.C. 20472

For the Commonwealth of Massachusetts:

JAMES M. SHANNON, ATTY. GEN.  
JOHN C. TRAFICONTE, ASST. ATTY. GEN.  
ALLAN R. FIERCE, ASST. ATTY. GEN.  
PAMELA TALBOT, ASST. ATTY. GEN.  
MATTHEW BROCK, ESQ.  
LESLIE B. GREER, ESQ.  
Commonwealth of Massachusetts  
One Ashburton Place, 19th Floor  
Boston, Massachusetts 02108

## APPEARANCES: (Continued)

For the State of New Hampshire:

GEOFFREY M. HUNTINGTON, ASST. ATTY. GEN.  
State of New Hampshire  
25 Capitol Street  
Concord, New Hampshire 03301

For the Seacoast Anti-Pollution League:

ROBERT A. BACKUS, ESQ.  
Backus, Meyer & Solomon  
116 Lowell Street  
P.O. Box 516  
Manchester, New Hampshire 03105

JANE DOUGHTY, Director  
Seacoast Anti-Pollution League  
5 Market Street  
Portsmouth, New Hampshire 03801

For the Town of Amesbury:

BARBARA J. SAINT ANDRE, ESQ.  
Kopelman and Paige, P.C.  
77 Franklin Street  
Boston, Massachusetts

WILLIAM LORD  
Town Hall  
Amesbury, Massachusetts 10913

For the City of Haverhill and Town of Merrimac:

ASHOD N. AMIRIAN, ESQ.  
P. O. Box 38  
Bradford, Massachusetts 01835

For the City of Newburyport:

BARBARA J. SAINT ANDRE, ESQ.  
JANE O'MALLEY, ESQ.  
Kopelman and Paige, P.C.  
77 Franklin Street  
Boston, Massachusetts 02110

## APPEARANCES: (Continued)

For the Town of Newbury:

R. SCOTT HILL-WHILTON, ESQ.  
Lagoulis, Clark, Hill-Whilton & McGuire  
79 State Street  
Newburyport, Massachusetts 01950

For the Town of Salisbury:

CHARLES P. GRAHAM, ESQ.  
Murphy and Graham  
33 Low Street  
Newburyport, Massachusetts 01950

For the Town of West Newbury:

JUDITH H. MIZNER, ESQ.  
Second Floor  
79 State Street  
Newburyport, Massachusetts 01950

For the Atomic Safety and Licensing Board:

ROBERT R. PIERCE, ESQUIRE  
Atomic Safety and Licensing Board Panel  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555



I N D E XWITNESSES:DIRECT CROSS REDIRECT RECROSS EXAMPANEL:

Maureen Mangan				
John Paolillo				
by Mr. Lewald			19352	
by Ms. Chan			19366	
by Judge Cole				19385
by Mr. Brock			19386	

<u>EXHIBITS:</u>	<u>IDENT.</u>	<u>REC.</u>	<u>REJ.</u>	<u>DESCRIPTION:</u>
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Applicants':

41	19338	19338		Letters of Agreement
53	19342		19342	Applicants' Rebuttal Testimony No. 11 The Effects of a Strike by Members of NHY ORO

Mass AG:

76	19395	19396		Interview Form, 2-2-89
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*Insert:**19,407 - NRC Staff Cross-Examination Plan*

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JUDGE SMITH: Good morning.

Is there any preliminary business?

MR. BROCK: Your Honor, one point.

At page 19272 of the transcript from yesterday, which was where the panel was introduced, and there was a request that their testimony be admitted and bound into the record. And I believe that, as I read the record, the Board did not formally approve and allow that evidence to be admitted. And we would like to so move at this time, with the understanding of the prior rulings of the Board yesterday.

JUDGE SMITH: Well, do you have a copy of that testimony which has been marked to show the rulings?

MR. BROCK: I believe that we do, Your Honor.

JUDGE SMITH: And have you checked it with Mr. Lewald or Mr. Trout?

That's the thing to do.

MR. LEWALD: We don't have the copy yet.

MS. CHAN: Your Honor, perhaps we could have a moment so the staff could also review the testimony.

JUDGE SMITH: Sure.

MR. BROCK: Fine, Your Honor.

JUDGE SMITH: Just provide them copies of it and let them look and see if they agree that the conformed copy

1 does conform with our rulings.

2 MR. BROCK: Thank you.

3 MS. TALBOT: Your Honor, excuse me, if I may.

4 I spoke to Ms. Andre last night, and she asked me  
5 to ask you if you decided to grant permission to allow her  
6 to file her rebuttal testimony for the Town of Amesbury.  
7 She has it all prepared and she can bring in the witness  
8 soon, next week or some time. And if you would like to  
9 speak with her in person, she will come in also. But she  
10 wanted to know if I would ask you that.

11 JUDGE SMITH: I'm going to have to be reoriented  
12 to the issue.

13 MS. TALBOT: Oh. Remember when the gentleman from  
14 civil defense was the witness, and there was some rather  
15 heated discourse between Mr. Lord and the witness?

16 JUDGE SMITH: Oh, yes.

17 MS. TALBOT: And some confusion arose as to the  
18 position of the town in terms of planning for other types of  
19 emergencies. And Ms. Andre at that time requested  
20 permission to file rebuttal testimony to clear that matter  
21 up. And she has in fact prepared that and has a witness,  
22 and is simply awaiting the Judges' decision as to --

23 JUDGE SMITH: Well, she should tender the  
24 testimony.

25 MS. TALBOT: Okay.



1 JUDGE SMITH: Tender it. I mean, she doesn't have  
2 to come in. Well, yes, she probably should come in and  
3 offer the testimony before she brings her witnesses. She  
4 can bring her witnesses if she wishes, but she should  
5 advance leave to present the testimony.

6 MS. TALBOT: Okay, thank you, Your Honor.

7 JUDGE SMITH: In any way. She can either in  
8 person or maybe you can present it for her, or whatever it  
9 works out. But let us just see the testimony in advance.

10 MS. TALBOT: And decide after that if there is a  
11 need for the witness to come in.

12 JUDGE SMITH: Yes.

13 MS. TALBOT: Okay, thank you.

14 JUDGE SMITH: Sure.

15 MR. DIGNAN: Your Honor, I have this morning bad  
16 news and good news. Why don't I get the bad news out of the  
17 way first.

18 If you agree with what I think is the good news  
19 request that I'm going to make, it may mean we won't fill  
20 the morning, and let me explain what I mean.

21 I spent yesterday back at the office going over,  
22 as I said I would, the question of how much and what  
23 testimony we have to put in, actually put in of the  
24 proffered testimony in light of the fact that Mr. Donovan  
25 has now been completed on cross-examination. And in that

1 respect, I have made a definite decision with respect to  
2 certain pieces.

3 The other thing that I -- I have, obviously, not  
4 had a chance to read the transcript of yesterday, although I  
5 have had the events of the day described to me, and I do  
6 want to read it.

7 It is my considered judgment at this time that the  
8 Applicants may well confine their case with respect to this  
9 matter to simply offering Exhibit 41 into evidence, the  
10 contracts and the latest agreements. And I am clear that we  
11 will not be offering, at least an additional portion, of  
12 Rebuttal No. 8, which is the next piece to come up, as you  
13 know. I am not clear on all of it yet without reviewing  
14 this, and I was going to beg the Board's indulgence to  
15 simply offer 41, get that in evidence, and then let me have  
16 the weekend to make a final decision on 8.

17 I can promise the Board that part of it is coming  
18 out. Frankly, the part after the part that's already  
19 stricken, and it may be, and while I can't give assurance  
20 until I've read this, but I'm virtually certain it's all  
21 coming out. And I ask the Board's indulgence in that  
22 respect.

23 I can't make the decision, in good conscious,  
24 without reviewing this transcript which I'm going to start  
25 doing as soon as the cross-examination continues here. But

1 I don't think I'll be able to give you a final decision on  
2 it today. But if you will accept my word, I assure you some  
3 of its coming out. The question is whether all of it gets  
4 dropped.

5 JUDGE SMITH: I understand.

6 MR. DIGNAN: And if that procedure is agreeable to  
7 the Board, I would like to do that. And what I will do is  
8 undertake, as soon as I've made the decision, if I can have  
9 a home number of Mass AG, I will call them, and that would  
10 mean Mr. Sikich would be the first thing in order on Tuesday  
11 morning if we withdraw it all, and I will call over the  
12 weekend to let you know my final decision.

13 MR. BROCK: Your Honor, one immediate problem with  
14 that is Mr. Sikich is not available on Tuesday.

15 MR. DIGNAN: I thought he was. I'm not being a  
16 wise guy. I thought he was.

17 MS. TALBOT: We have other special problems with  
18 this.

19 MR. BROCK: He's not. We would have to make a  
20 substitution.

21 MR. DIGNAN: Okay.

22 MR. BROCK: But I don't think it would be Sikich.  
23 But I want to be clear then, is it the request of the  
24 Applicants that their panel, Applicants' Rebuttal Testimony  
25 No. 8 and the panel supporting that would not be presented



1 today at all to allow Mr. Dignan the time to review the  
2 testimony and decide whether he is going --

3 MR. DIGNAN: Yes, that's my request. They would  
4 not be presented at all today, in any event. And I could  
5 represent in good faith a substantial portion, the back half  
6 after Catapano, I'm clear on. We're not going to be  
7 offering that.

8 What I want to do is myself review this transcript  
9 before I make the final decision on whether to offer any of  
10 it, and also, frankly, hear the end of this cross-  
11 examination, and then make the final decision whether to  
12 offer any of it. And I'm being perfectly candid with the  
13 Board. I'm 90 percent of the way to not offering it, but I  
14 hope the Board understands, I can't make that decision in  
15 good conscious without this review.

16 JUDGE SMITH: Exactly. I understand.

17 MR. DIGNAN: And what we would do is put 41 in  
18 today and take care of that.

19 MR. BROCK: I need a little further clarification.  
20 What portion of Applicants' Rebuttal Testimony No.  
21 8 are you sure, Mr. Dignan, you will not be offering?

22 MR. DIGNAN: The part that follows -- it's the  
23 part that follows the Catapano which has already been  
24 stricken out, Mr. Brock. It begins on page 25, Section III,  
25 Transportation Assistance During an Emergency.

1 MR. BROCK: All right. So nothing after the  
2 conclusion of Roman Numeral I, with its five parts A through  
3 E. At this point those are the only portions you are even  
4 considering?

5 MR. DIGNAN: That's correct. That's correct.

6 Ms. Selleck will now distribute, we said we had  
7 some corrections to 41. The 41s that are given to the  
8 reporter will have them in. These are the additional  
9 documents that have been added since the first distribution.

10 I guess that procedure is my request if it's  
11 agreeable to the Board. Now, from what I understand, Ms.  
12 Chan does not have that much on cross-examination; Mr.  
13 Lewald doesn't either, and we may have a short day today for  
14 which I apologize, Your Honor. But as I have indicated, I  
15 can't make the decision without that opportunity to review.

16 JUDGE SMITH: Is this an addition to 41?

17 MR. DIGNAN: Yes, it is simply an addition. In  
18 other words, 41 stands as it is. The copies that will be  
19 given to the reporter are the official copies. They will  
20 contain everything. We, frankly, just didn't see any sense  
21 in distributing a whole new set, because it's a pretty thick  
22 document.

23 MS SELLECK: One small point. The last seven  
24 pages of the original exhibit, we've reinserted with the  
25 proper numbers. They were numbered improperly when we

1 prefiled it.

2 MR. DIGNAN: Globally numbered improperly.

3 Do you want me to get 41 out of the way now, Your  
4 Honor, on the record?

5 JUDGE SMITH: Fine.

6 MR. DIGNAN: We offer Applicants' Exhibit 41. The  
7 reporter will have the three copies, Your Honor.

8 MS. CHAN: No objection from the Staff.

9 MR. BROCK: No objection, Your Honor.

10 JUDGE SMITH: All right, Applicants' Exhibit 41,  
11 you had better give it a better description.

12 MR. DIGNAN: It's in two volumes, and it is --

13 JUDGE SMITH: Two volumes plus an addition.

14 MR. DIGNAN: Plus an addition. And it represents  
15 the latest agreement, contracts and LOAs that the Applicants  
16 have with respect to transportation providers.

17 JUDGE SMITH: All right, it's received.

18 MR. DIGNAN: Thank you.

19 (The document referred to was  
20 marked for identification as  
21 Applicants' Exhibit No. 41 and  
22 received in evidence.)

23 MR. DIGNAN: Now, Your Honor --

24 JUDGE SMITH: And it is Exhibit 41, that number  
25 has been reserved.



1 MR. DIGNAN: Applicants' Exhibit 41.

2 JUDGE SMITH: Applicants' Exhibit 41.

3 MR. DIGNAN: Your Honor, in addition, I am  
4 prepared to advise the Board and parties that Applicants  
5 will not in fact offer Applicants' Rebuttal Testimony No.  
6 11, Protective Action Recommendation Generation. I don't  
7 think this surprises anybody. Mr. Traficonte had expected  
8 that would be the case in light of the Board's ruling with  
9 respect to the Goble testimony.

10 In addition, having considered again --

11 JUDGE SMITH: Excuse me. They've proffered it.  
12 Do you wish to proffer it as rebuttal in the event that  
13 their proffer -- do you wish to proffer it as surrebuttal in  
14 the event that their proffer as rebuttal is --

15 MR. DIGNAN: You mean to complete the record as  
16 to -- yes, if the Board would be willing to do that, that  
17 might be a good idea to have it in. We've got to invent  
18 another file. It's a rejected exhibit but -- the sandbag  
19 file. Yes, I think that might be a good idea to have it  
20 accompany the record.

21 JUDGE SMITH: Now that truly is a new category.

22 MR. BROCK: I'm sorry, Your Honor.

23 Mr. Dignan, could you repeat your request?

24 MR. DIGNAN: Well, the Judge said did we want to  
25 put it in the record in what amounts to as the rejected

1 exhibit file, so it's clear what it was.

2 JUDGE SMITH: You see, the situation comes up when  
3 the Attorney General moved and was denied the testimony of  
4 Thompson, Beyea and the other witness.

5 MR. BROCK: That's right.

6 MS. DOUGHTY: Right. This is an instance in which  
7 he is choosing not to offer the testimony which is  
8 different?

9 JUDGE SMITH: No, in that we did not accept the  
10 testimony offered by the Attorney General, they no longer  
11 wish to offer the testimony in surrebuttal to that  
12 testimony.

13 MS. DOUGHTY: I see.

14 JUDGE SMITH: By going back, the Attorney General  
15 offered it. In any event, it was rejected, and then we  
16 placed it in the rejected exhibit file as a proffer. So it  
17 remains as a proffer by the Attorney General as what they  
18 would have proved had they been allowed to absent our ruling  
19 to preserve your appellate rights.

20 So now Mr. Dignan undertakes to follow that  
21 proffered piece of testimony with a proffered piece of  
22 surrebuttal. In the event that the Attorney General  
23 prevails on the proffer, they are covered.

24 I think it's very appropriate. So why don't you  
25 offer it for that purpose and we'll reject it and place it

1 in the rejected --

2 MR. DIGNAN: Yes. Well, I was thinking of the  
3 device to do it. It's very simple.

4 JUDGE SMITH: Just simply place it in the rejected  
5 exhibit file.

6 MR. DIGNAN: I was going to say we can give it an  
7 exhibit number. I can offer it with a statement that I do  
8 not intend to give it a witness, and you can reject it for  
9 that reason, and then it will ride with the file.

10 JUDGE SMITH: That's a good way.

11 MR. DIGNAN: All right, what is the next exhibit  
12 number in order?

13 MR. BROCK: Your Honor.

14 MR. DIGNAN: Your Honor, on -- excuse me, Mr.  
15 Brock.

16 MR. BROCK: My concern is, Your Honor, on this  
17 procedurally. I, frankly, don't understand how a piece of  
18 testimony can be offered when, in fact, as Applicant is  
19 saying, they are really not offering it. It's simply  
20 something to follow whatever might occur on appeal.

21 It seems to me the issue was joined when Mass AG  
22 presented their testimony. The Board has rejected that  
23 testimony. If that be one of the issues on appeal, however  
24 that may be disposed of, at that point the issue would be  
25 joined again.



1 JUDGE SMITH: There's no problem. They will offer  
2 right now, they will offer that testimony into evidence.

3 MR. DIGNAN: Your Honor, see now we're --

4 JUDGE SMITH: Offer it into evidence, because he  
5 objects to your proffer, so offer it.

6 MR. DIGNAN: Okay. This would be Applicants'  
7 Exhibit 54 -- we will supply the reporter with two copies --  
8 for identification would be Applicants' Rebuttal Testimony  
9 No. 11.

10 (The document referred to was  
11 marked for identification as  
12 Applicants' Exhibit No. 54.)

13 MR. DIGNAN: I offer it at this time and advise  
14 the parties I have no intention of putting witnesses on.

15 JUDGE SMITH: Are there any objection?

16 MS. DOUGHTY: Yes. I object. I object just  
17 procedurally. It's rebuttal testimony and there's  
18 nothing --

19 JUDGE SMITH: Sustained.

20 MR. DIGNAN: Sustained, you won.

21 (The document referred to,  
22 having been previously marked  
23 for identification as  
24 Applicants' Exhibit No. 54  
25 was rejected.)

1 MR. DIGNAN: In addition, Your Honor --

2 JUDGE SMITH: Now what do you want to do?

3 MR. DIGNAN: Go in the rejected exhibit file.

4 JUDGE SMITH: Your proffer it.

5 MR. DIGNAN: I proffered it.

6 JUDGE SMITH: All right.

7 MS. DOUGHTY: I guess I didn't object quickly  
8 enough. What I objected to is the offering of rebuttal  
9 testimony to something that there is nothing in the record  
10 to be rebutted.

11 JUDGE SMITH: It's sustained.

12 MR. DIGNAN: It's sustained.

13 You're going to win three more, just hang in  
14 there. You're going to have a great batting average today.

15 (Laughter)

16 MS. DOUGHTY: I won, but I lost.

17 JUDGE SMITH: You're on a roll now. Hang in  
18 there.

19 MR. DIGNAN: I would like to mark as Applicants'  
20 Exhibit 55 for identification, Applicants' rebuttal  
21 testimony No. 14, the Effects of a Strike by Members of NHY  
22 Offsite Response Organization.

23 I have no intention in light of what has taken  
24 place so far with respect to the cross-examination of Mr.  
25 Donovan to offer that.





1 to get their case out of Donovan. Donovan has now exited  
2 the stand on the plan and nobody even asked him about  
3 strikes. So they put no case in on strikes. So I don't  
4 need the testimony.

5 JUDGE COLE: You don't need witnesses for the  
6 testimony.

7 JUDGE SMITH: But they haven't proffered any  
8 testimony on strikes either.

9 MR. DIGNAN: No. That's right.  
10 That's my point.

11 JUDGE SMITH: This is different.

12 MR. DIGNAN: This is in a different category in  
13 the sense that there's no need -- I get your point. I'll  
14 just advise you, I am not going to be offering Applicants'  
15 Exhibit No. 14.

16 JUDGE SMITH: Okay.

17 MR. DIGNAN: And there is no case in on it.

18 MR. BROCK: Your Honor, for the record --

19 JUDGE SMITH: What was that identified as?

20 MR. DIGNAN: Applicants' Rebuttal -- take away  
21 that exhibit number, I won't even give it an exhibit number.

22 JUDGE SMITH: There is no exhibit number 55,  
23 Applicants' Exhibit 55.

24 MR. DIGNAN: The Applicants' Rebuttal Testimony  
25 No. 14, the Effects of a Strike by Members of the NHY

1 Offsite Response Organization.

2 JUDGE SMITH: Is withdrawn.

3 MR. DIGNAN: Is withdrawn.

4 Because there's just nothing in on it.

5 (The document referred  
6 to was marked for  
7 identification as  
8 Applicants' Exhibit 55,  
9 and was withdrawn.)

10 MR. BROCK: I would like to comment on that, Mr.  
11 Dignan.

12 Your Honor, the contention which we filed was  
13 admitted and in our view Applicants had the burden of going  
14 forward with evidence to rebut that and we are now being  
15 told that they have not and will not offer evidence on that.

16 So in our view they have not met their burden with  
17 respect to that contention.

18 MR. DIGNAN: No, no. I was misled. The Attorney  
19 General took the position they were going to make their case  
20 on cross-examination of FEMA witnesses. That was the  
21 position they took.

22 MR. BROCK: Whether or not we went forward on  
23 cross-examination, Your Honor, does not change Applicants  
24 ultimate burden with respect to the contentions admitted.

25 JUDGE SMITH: Except that we reassign burdens in

1 this proceeding.

2 MR. DIGNAN: The burden of going forward with  
3 evidence was on the Attorney General on all these  
4 contentions.

5 MR. BROCK: We understand the Board's ruling as to  
6 that. We, for the record, disagree with that.

7 JUDGE SMITH: So there is nothing really before  
8 you to object to or anything actually. There is nothing  
9 before the Board. There is nothing before the Board except  
10 the information from Mr. Dignan.

11 MR. BROCK: There is an admitted contention, Your  
12 Honor.

13 JUDGE SMITH: Right. But are you making a motion  
14 or what are you making?

15 MR. BROCK: Your Honor, it's our view that the  
16 contention was admitted and states a valid ground to show  
17 that the plan is not adequate. The Applicants have not gone  
18 forward with evidence to overcome that. And they have the  
19 ultimate burden in the case.

20 So in our view, that's a deficiency proof for the  
21 Applicants.

22 MR. DIGNAN: Good. Make the argument. I'll worry  
23 about that when you make it.

24 Well, let's not play sandbag games here.

25 Your Honor, it's this simple. I have a rebuttable



1 presumption in the whole thing because of the overall FEMA  
2 finding. And that carries my day. That's the reason. The  
3 burden of coming forward is figured.

4 I will rely on that rebuttable presumption that  
5 the plan is adequate. The overall finding to handle  
6 anything on which evidence does not come in. And that's why  
7 I don't need any evidence, because nobody got anything out  
8 of Donovan even on the subject of strikes, never mind why.

9 The way the record stands now is, FEMA has found  
10 the plan adequate. To put it in the absolute precise thing,  
11 I don't think there is anything on strikes in there and the  
12 rebuttal presumption is that FEMA has found the plan  
13 adequate unless somebody comes forward with some evidence  
14 that they should have looked at strikes and strikes could  
15 have been a problem, that rebuttable presumption stays in  
16 effect.

17 MR. BROCK: Your Honor, I would just point out the  
18 FEMA report, Mr. Dignan is correct, does not address the  
19 issue. It's an admitted contention to which FEMA's report  
20 and rebuttable presumption in our view does not run.

21 And Applicants had the burden, again, we believe  
22 of going forward with evidence and has not done so.

23 MR. DIGNAN: Mr. Brock hasn't attended every day  
24 or he would understand or if he had read my trial brief that  
25 the theory in which we are trying this case which the Board

1 has acknowledged is the theory that the rebuttable  
2 presumption is two things -- three things.

3 It's a rebuttable presumption on every specific  
4 finding.

5 There's a rebuttable presumption that the plan is  
6 adequate overall, which covers everything.

7 And there's also a rebuttable presumption that if  
8 FEMA didn't look at something it didn't need looking at.

9 JUDGE SMITH: You just have to make your  
10 arguments. There is nothing before us.

11 MR. DIGNAN: Now, with respect to Applicants'  
12 Rebuttal No. 13, this is Radioactive Waste Handling and  
13 Disposal, Your Honor. We do not feel the need to offer that  
14 testimony. And it will not be offered in light of the  
15 Donovan cross-examination.

16 MR. BROCK: Mr. Dignan, could you identify that?

17 MR. DIGNAN: Applicants' Rebuttal Testimony No.  
18 13, Radioactive Waste Handling and Disposal.

19 With respect to Applicants' Rebuttal Testimony No.  
20 15, which is a small piece entitled "The Reliability and  
21 Response of Members of the NHY Offsite Response  
22 Organization," that was prefiled. In light of the cross-  
23 examination of Mr. Donovan we will not offer that either.

24 I bring this to the Board's attention and the  
25 parties for the obvious reason of scheduling. In other

1 words, so people will realize these pieces don't have to be  
2 accounted for.

3 The only caveat I put on any of that is, if  
4 somebody convinces you they should not be able to put some  
5 more direct testimony in, obviously, I may have to resurrect  
6 one or more of these pieces. But as the record stands now I  
7 see no need to offer these pieces.

8 I guess that completes our preliminary matters,  
9 Your Honor. Thank you for the indulgence.

10 Mr. Brock, you have indicated -- could I ask you  
11 one question? You have indicated that if I pulled number  
12 eight it will not be Sikich. In any event, your office will  
13 be putting on Monday.

14 MR. BROCK: Tuesday.

15 MR. DIGNAN: Tuesday, excuse me.

16 MR. BROCK: That's right.

17 MR. DIGNAN: I guess what I would like to know is,  
18 who will it be so we can be sure we're ready for whoever it  
19 is. If you know. In the event that you don't put on your  
20 panel.

21 MR. BROCK: Yes.

22 (Counsel confers.)

23 MR. BROCK: Mr. Dignan, Leslie Greer I believe is  
24 going to be the attorney who will be handling the next  
25 couple of witnesses that would involve special populations.



1 I would need to talk to her and maybe get back to your  
2 office today;

3 MR. DIGNAN: Could you do that?

4 We will try to advise you by the end of the day of  
5 our final decision. As I say, I'm virtually certain we're  
6 not going to offer it. I just want to make a check and hear  
7 what goes on this morning.

8 MS. CHAN: Mr. Brock, when you say special  
9 populations will we still follow the order of Katherine  
10 Barnicle first or that's no longer valid?

11 MR. BROCK: I think the cluster of special  
12 populations was to be chronological, but I don't know who  
13 that specific witness was. At least I didn't understand it  
14 that way.

15 But as I say, Ms. Greer is the one who is handling  
16 that. I need to speak with her.

17 MS. CHAN: Fine. All right.

18 JUDGE SMITH: Anything further before we resume?

19 MR. DIGNAN: I have nothing, Your Honor.

20 JUDGE SMITH: Mr. Lewald.

21 Whereupon,

22 MAUREEN MANGAN

23 JOHN PAOLILLO

24 having been previously duly sworn, resumed the witness stand  
25 herein, and was examined and testified as follows:

1 CROSS-EXAMINATION (Continued)

2 BY MR. LEWALD:

3 Q I would ask the panel to turn to page 27 of the  
4 testimony.

5 Ms. Mangan, on the last or the beginning of the  
6 last paragraph on that page you indicate that a year ago in  
7 March of 1988 you contacted the Buckingham Bus Company in  
8 Groton, Massachusetts and spoke with an office secretary  
9 Linda Leibig.

10 At that time your testimony says that "Buckingham  
11 had signed a letter of agreement agreeing to make available  
12 up to 14 buses and two vans to assist in the emergency  
13 response plan."

14 And that Ms. Leibig confirmed this agreement and  
15 said that a contract had been signed.

16 Do you see that?

17 A (Mangan) Yes, I do.

18 Q Now, did you ask to see that contract?

19 A (Mangan) I don't remember.

20 Q You don't remember?

21 A (Mangan) No.

22 Q Do you have that contract in your file?

23 A (Mangan) No, I do not.

24 Q If a contract had been signed would you not have  
25 been interested in seeing it?

1 A (Mangan) Yes.

2 I may have asked her, but I can't remember.

3 Q Do your notes help you at all as to whether or not  
4 you asked her?

5 A (Mangan) I would have to look at them.

6 (Witness reviewing notes.)

7 THE WITNESS: (Mangan) Yes, I did.

8 BY MR. LEWALD:

9 Q You did ask her?

10 A (Mangan) Yes.

11 Q And you say now you don't recall whether you saw  
12 it or not?

13 A (Mangan) Looking at my notes I know now that I  
14 did not see the contract.

15 Q Could I ask you to turn to page 140 of Applicants'  
16 Exhibit No. 41.

17 A (Mangan) Is that the second volume?

18 Q That's Volume 1, page 140.

19 That page purports to be the first page of an  
20 agreement between Rockingham Regional M -- I'm sorry.

21 (Long pause.)

22 BY MR. LEWALD:

23 Q If I could ask you to turn to page 101 of  
24 Applicants' Exhibit 41.

25 On page 101 this purports to be the first page,



1 does it not, of a contract between Buckingham Bus Company  
2 and New Hampshire Yankee?

3 A (Mangan) Yes, it is.

4 Q I beg your pardon?

5 A (Mangan) Yes, it is.

6 Q And schedule A to that contract, page 108 purports  
7 to identify the number of buses and vans that are to be  
8 provided under that contract?

9 MR. BROCK: Your Honor, I would be happy to impose  
10 the same objection as yesterday. At least as a foundation  
11 matter I would ask Mr. Lewald to inquire of the witness  
12 whether she has ever seen this document or has any knowledge  
13 of this document.

14 MR. LEWALD: I'm about to get to that. I was just  
15 asking --

16 MR. BROCK: Well, I think that's an appropriate  
17 preliminary, if you're going to ask what that document in  
18 fact says.

19 MR. LEWALD: The document is in evidence. I'm not  
20 asking her to put something in evidence that isn't in  
21 evidence.

22 BY MR. LEWALD:

23 Q Looking at that contract between Buckingham Bus  
24 Company and New Hampshire Yankee as set forth in page 101 of  
25 Applicants' Exhibit 41, can I ask you whether that refreshes

1 your memory as to whether or not you have seen this contract  
2 as you refer to or referred to in your conversation with --

3 A (Mangan) No, I have not see this contract.

4 Q -- Ms. Leibig?

5 A (Mangan) No, I have not seen this contract.

6 Q Knowing that the Buckingham Bus Company had  
7 entered into a contract subsequent to a letter of agreement  
8 -- with entering into a letter of agreement with New  
9 Hampshire Yankee put you on notice that some of the other  
10 bus companies may have done the same thing?

11 A (Mangan) Yes.

12 Q Did that occasion some thought by you to go back  
13 to the other bus companies whom you had discussions with,  
14 with respect to an LOA to inquire whether or not they had in  
15 turn entered into subsequent contracts with New Hampshire  
16 Yankee?

17 A (Mangan) No. The purpose for me conducting these  
18 interviews it was to find out what the company believed they  
19 had agreed to do, not what the contract had said.

20 Q You didn't care what they had agreed to. What you  
21 wanted to do was find out what they thought they had agreed  
22 to?

23 A (Mangan) Yes, I did.

24 Q Did you understand my question?

25 A (Mangan) I wanted to find out if what they had

1       agreed to do was the same thing that was provided in the  
2       contract.  But I wouldn't be the one that would actually  
3       look at the contract and decide if what I found out on the  
4       interview was what was said in the contract.

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1 Q Let me see if I understand.

2 You were not interested in the contract language?

3 A (Mangan) I was interested in what the people that  
4 were running these companies believed that their obligation  
5 was under their contract or letter of agreement.

6 Q Well, if a contract followed a letter of  
7 agreement, were you concerned any longer with what their  
8 understanding was with respect to the letter of agreement?

9 MR. BROCK: Your Honor, I'm going to object at  
10 this point. Mr. Lewald is using letter of agreement and  
11 contract in a very precise manner as two separate documents.  
12 The witness has said she did not have documents when she  
13 discussed, when she had these interviews; that she went  
14 there for the purpose of finding out what these companies  
15 believed their obligations were to New Hampshire Yankee  
16 period, without pointing to any specific document. And the  
17 contents of those interviews are reflected in the testimony.

18 And I think that the distinction he's trying to  
19 make, you know, it's a fine, legal point, and was not the  
20 purpose of the interviews.

21 JUDGE SMITH: Mr. Lewald?

22 MR. LEWALD: Well, I think the question is proper  
23 under the circumstances, Your Honor. There is a distinction  
24 in this testimony here in Buckingham Bus Service Company  
25 between an LOA, which she initially started to examine the

1 respondent with, and he informed her that, yes, they had  
2 signed an LOA, but they had entered into a subsequent  
3 contract, and then it was signed.

4 MR. BROCK: Mr. Lewald is reading that too  
5 literally, Your Honor. I think the witness has clarified,  
6 as I understand it, the terms are interchangeable with the  
7 witness.

8 JUDGE SMITH: I don't think so. Overruled.

9 MR. LEWALD: Could I have the question read?  
10 (Accordingly, the pending question was read  
11 back by the court reporter.)

12 BY MR. LEWALD:

13 Q Do you understand the question?

14 A (Mangan) Yes.

15 My concern was not what the contract said but what  
16 they thought their responsibilities were.

17 Q Could we move on to the next bus company, page 20  
18 of your testimony, the Big W Transportation?

19 Now, you say that the Big W, on page 20 of your  
20 testimony, is a company that was not being relied upon by  
21 the SPMC a year ago, so you had no reason to interview the  
22 owner/manager until now.

23 Do you see that?

24 A (Mangan) Yes, I do.

25 Q Now, on the bottom of the page, in reference to

1 Mr. Sleeper, you say that he had contacted your office a  
2 year earlier for information about Seabrook at a time when  
3 he had just been through Seabrook bus driving training and  
4 was evaluating whether to participate further.

5 Did he tell you what bus company he was from?

6 A (Mangan) I did not talk to him directly at that  
7 time.

8 Q You didn't talk to him directly?

9 A (Mangan) The first -- a year earlier, no.

10 Q Now, in February of 1989, you sought some  
11 information from Big W with respect to the arrangements that  
12 it had to provide buses for Seabrook, correct?

13 A (Mangan) Yes, I did.

14 Q And the bus company declined to discuss the  
15 matter?

16 A (Mangan) Yes, they did.

17 Q Now do I understand that you contacted Mr. Sleeper  
18 on your own following that?

19 A (Mangan) Yes, I did.

20 Q And you did this, you say, on February 15th?

21 A (Mangan) Yes, I did.

22 Q And you interviewed him, did you?

23 A (Mangan) I spoke with him on the phone.

24 Q You spoke with him on the phone?

25 A (Mangan) Yes.



1 Q And in the course of your conversation with him,  
2 he did tell you, did he not, that he no longer worked for  
3 the Big W?

4 A (Mangan) Yes, he said he did not work for Big W.  
5 He did work -- he still was signed up to participate.

6 Q Did he tell you that he hadn't worked for Big W  
7 since June of 1988?

8 A (Mangan) No, he did not.

9 Q Did you ask him when the last time he worked for  
10 Big W?

11 A (Mangan) No, I did not.

12 Q Weren't you concerned whether or not the  
13 information that he was giving you was information that  
14 might affect a present situation at the Big W?

15 (Long pause.)

16 MR. BROCK: Do you understand the question?

17 THE WITNESS: (Mangan) Could you repeat the  
18 question?

19 BY MR. LEWALD:

20 Q Let me ask it a different way.

21 Mr. Sleeper was informing you about some of his  
22 observations at the time that he was working for Big W.

23 A (Mangan) Yes, he was.

24 Q And you knew that was some time ago, did you not?

25 A (Mangan) I understood that he still had some

1 contact with Big W.

2 Q He had some contact but he wasn't working for  
3 them?

4 A (Mangan) He was not employed, working for them  
5 full time, but it was my understanding that he did have  
6 contact with Big W because he was listed as one of their  
7 drivers for New Hampshire Yankee.

8 Q He was what, listed?

9 A (Mangan) Yes.

10 Q As of what time?

11 A (Mangan) At the time of our conversation he told  
12 me that he was one of their drivers.

13 Q Even though he no longer worked for Big W?

14 A (Mangan) Yes.

15 Q Is there any reference in your testimony that Mr.  
16 Sleeper was not presently working for Big W?

17 A (Mangan) No, there isn't.

18 Q Mr. Paolillo, I would like to return to the  
19 questionnaire that I think we marked yesterday as Exhibit  
20 51. I think you have a copy of that.

21 A (Paolillo) Yes, I do.

22 JUDGE COLE: Is that 53?

23 MR. LEWALD: Fifty-three. Thank you, Dr. Cole.

24 BY MR. LEWALD:

25 Q Now at about what time was your first introduction

1 to this questionnaire?

2 A (Paolillo) Beginning of January '89.

3 Q Beginning of January.

4 And did you work along with anyone from the  
5 Attorney General's office to formulate the questions that  
6 are on this questionnaire?

7 A (Paolillo) No, I did not.

8 Q Did anyone from the Attorney General's office  
9 explain to you how you should present this questionnaire to  
10 a bus company or a towing company or ambulance company?

11 A (Paolillo) Yes, they did.

12 Q And what were the instructions you were given?

13 A (Paolillo) To use this questionnaire as a  
14 guideline.

15 Q Use it as a guideline?

16 A (Paolillo) Yes, in our interview.

17 Q And with respect to the first three paragraphs,  
18 were you instructed to inform the bus company owner or  
19 manager of the contents of those first three paragraphs?

20 A (Paolillo) Only to ask them if they could tell me  
21 the truth. That's the only reference that I made to the  
22 first three paragraphs.

23 Q And did you get the impression that the people you  
24 had talked to at the Attorney General's office were under  
25 the view that what information they had prior to that time



1 was not the truth?

2 A (Paolillo) I had no reason to believe that.

3 Q Does the concept "honest truth" have meaning to  
4 you?

5 A (Paolillo) Yes, it does.

6 Q What does it mean?

7 A (Paolillo) It's just as it says, "the honest  
8 truth".

9 Q The honest truth means the honest truth?

10 A (Paolillo) I don't know any other way to explain  
11 it.

12 Q Is the honest truth an unexaggerated truth?

13 A (Paolillo) I don't know.

14 Q Did you explain to the witness that you were from  
15 the Massachusetts Attorney General's office, or the  
16 respondent, and that you wanted the unexaggerated truth of  
17 the situation?

18 A (Paolillo) I did not state it that way.

19 Q How many bus drivers -- excuse me -- bus owners or  
20 managers or ambulance owners or managers did you talk to?

21 A (Paolillo) I don't recall offhand. Some of them,  
22 I contacted individually, and some of the time the  
23 interviews were conducted jointly.

24 Q And some you reached just on the phone?

25 A (Paolillo) Yes.

1 Q Was this your main assignment at the time or did  
2 you have other assignments?

3 A (Paolillo) This was my main assignment.

4 Q And do you have an estimate as to how much time  
5 you spent, how much total time, how many days?

6 A (Paolillo) It lasted from the beginning of  
7 January until middle of February just about, approximately.

8 Q A month and a half?

9 A (Paolillo) A little bit over a month and a half.

10 Q Are you the author of any of the testimony that  
11 you have adopted?

12 A (Paolillo) Yes.

13 Q And can you tell me what portion you are the  
14 author of?

15 A (Paolillo) Do you mean which companies or which  
16 parts of the testimony?

17 Q Which part of the testimony did you write?

18 A (Paolillo) The ones that are referenced that have  
19 my name next to it.

20 Q And that's all that you wrote?

21 A (Paolillo) Yes, and the ones that are indicated  
22 as "both", we --

23 Q You and Ms. Mangan?

24 A (Paolillo) Yes.

25 Q Got together and wrote?

1 A (Paolillo) Yes, that's correct.

2 Q And the remainder of the testimony was done by  
3 somebody else?

4 A (Paolillo) Just Ms. Mangan, the ones that I  
5 didn't.

6 Q Could I ask the Panel to turn to page 38 of the  
7 testimony?

8 And, Ms. Mangan, you refer to the Federal Auto  
9 Repair of Byfield, Massachusetts as a company that you  
10 contacted with respect to, you say, a letter of agreement  
11 with Seabrook to provide up to two tow trucks in the event  
12 of an emergency evacuation. And you go on to say that Mr.  
13 Whitehead, because he hasn't received the promised payment,  
14 he considers that he's under no obligation and would not get  
15 involved in the event of a radiological emergency.

16 Do you see that?

17 A (Mangan) Yes.

18 Q Now on the assumption that Mr. Whitehead was paid,  
19 would that change the situation as you see it?

20 A (Mangan) I don't know.

21 Q You don't know? You don't know if he was paid,  
22 whether he would perform the service under the letter of  
23 agreement that you refer to?

24 A (Mangan) I don't know.

25 Q But in any event, from your testimony you have



1 concluded that Federal Auto Repair cannot be counted on to  
2 provide service in any event?

3 A (Mangan) As of the date that I wrote this  
4 testimony.

5 MR. LEWALD: I don't believe I have any further  
6 questions.

7 JUDGE SMITH: Ms. Chan.

8 (Document proffered to all parties.)

9 CROSS-EXAMINATION

10 BY MS. CHAN:

11 Q I would like to address this question to both the  
12 members of the Panel. I'm referring back to Mr. Lewald's  
13 questioning about the first three paragraphs of your  
14 questionnaire that you were not instructed to use the  
15 questions verbatim, but you were to use it as a guideline.

16 Did you at any time explicitly ensure people that  
17 their responses, no matter what they were, would not have  
18 any adverse consequences to them or to their bus companies?

19 A (Mangan) No, we did not.

20 Q It's my understanding from your testimony that  
21 telephone contacts were made individually to the suppliers.  
22 But when you went to face-to-face interviews, both of you  
23 approached the interviewees; is that correct?

24 A (Paolillo) Yes, that's correct.

25 Q And can you tell me how you identified yourselves

1 to the interviewees when you called or when you presented  
2 yourself for face-to-face interviews?

3 A (Paolillo) We first told them our names and then  
4 where we were from.

5 Q And could you just give me a sample of -- let's  
6 say I were an interviewee. How did you approach -- did you  
7 make an appointment first on the telephone if you were --

8 A (Mangan) For some of them.

9 Q And others, you would just show up and look for  
10 the person in charge?

11 A (Paolillo) That's correct.

12 A (Mangan) Yes.

13 Q And can you just tell me how you introduced  
14 yourself? Let's say I'm a supplier, and I'm not expecting  
15 you to show up.

16 A (Mangan) We would come in and say. I would say,  
17 Hi, my name is Maureen Mangan. I'm from the Massachusetts  
18 Attorney General's office, and I would show them my ID with  
19 my picture on it. And I would explain to them the reason  
20 that we were here is that we were evaluating, our office was  
21 evaluating the Seabrook emergency planning. We just wanted  
22 to speak with them to see if they understood what their  
23 obligation was.

24 Q Did you say that you were investigators, or that  
25 you were just with the office?

1 A (Paolillo) Sometimes we did; sometimes we didn't.

2 A (Mangan) My identification does say that I'm an  
3 investigator on it.

4 Q Is it like a photo ID, or is it a badge?

5 A (Mangan) It's a photo ID.

6 A (Paolillo) It's a photo ID.

7 Q Are you familiar with the NRC regulations  
8 regarding the evaluation of the adequacy of offsite  
9 emergency planning for nuclear power plants at the operating  
10 license review stage where state and/or local governments  
11 decline to participate in offsite emergency planning?

12 A (Mangan) No, I'm not.

13 A (Paolillo) No, I'm not.

14 Q I think, Ms. Mangan, in your prefiled testimony  
15 you mentioned that, in the course of your other  
16 investigative activities, you've done corporate record  
17 checks?

18 A (Mangan) Yes.

19 Q And what is the purpose of those? This is for the  
20 location of companies?

21 A (Mangan) And to find out the owners and members  
22 of the board of directors.

23 Q And are companies in the State of Massachusetts  
24 required to register this information with the state?

25 A (Mangan) Corporations are.



1 Q And in the usual course of your investigations,  
2 just your usual, normal everyday technique, can you tell me  
3 how you would locate an individual corporation if their  
4 phone is disconnected?

5 A (Mangan) Sometimes I would go, actually go there  
6 and talk to people that may be near the building and ask  
7 them if they knew where they were. Or I would sometimes go  
8 through the phone company to see if they have a new phone.

9 Q So if they had moved, you would just go to the  
10 site and question the people around and find out if they  
11 knew where they were?

12 A (Mangan) Yes. In an investigation, it would  
13 depend on how important it was to find the person.

14 Q Were you aware at the time of your instructions to  
15 conduct this investigation, were you aware of the  
16 Massachusetts Attorney General's position in the litigation  
17 in this case?

18 A (Mangan) Yes, I was.

19 Q And can you tell me how you were made aware, how  
20 you became aware of that position?

21 Were you told by the attorneys who gave you the  
22 directions and the questions?

23 A (Mangan) No, I wasn't.

24 Q What were the objectives of your investigation as  
25 you understand them?

1           A     (Mangan) The objectives of the investigation was  
2 to find out from the people that were running these  
3 companies exactly what they had committed to do in case of  
4 an emergency, and if they were aware of some of the risks.

5           Q     And these risks were the ones that were  
6 represented to you in the questionnaires?

7           A     (Mangan) Yes, they were.

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1 Q And if someone told you they were not aware of the  
2 risk you would inform them of the information in the  
3 questionnaire as to what the risk would be?

4 A (Mangan) No, I wouldn't.

5 Q There's some questions in the questionnaire, if I  
6 can direct your attention to them.

7 On the fourth page of the questionnaire. If I can  
8 read the question to you, it's: "Do your drivers  
9 specifically understand that they may be asked to drive into  
10 an airborne plume of dangerous radiation coming from the  
11 Seabrook plant or into areas contaminate," I assume it means  
12 contaminated, "with dangerous radiation after the plume has  
13 passed?"

14 And the next question: "Have each of them been  
15 asked if they are willing to do this?"

16 Have each of them stated that they are willing to  
17 do this?

18 Do you believe that all of them will do this in a  
19 real emergency?

20 What have they been told regarding the  
21 dangerousness of this job?"

22 And then it says "(explore.)"

23 And then there's another question: "Have they  
24 been told that in the event of a Seabrook accident they will  
25 be given the option to select a nondangerous assignment that



1 avoids driving into the radiation plume or into any  
2 contaminated areas?"

3 And after that it says: "(explore.)"

4 When you conducted your interview, although this  
5 was only guidance, did you point out if people did not know  
6 or understand that their responsibilities would include  
7 driving into contaminated areas?

8 Did you express the contents of these three  
9 questions to them?

10 A (Mangan) I may have.

11 I did not read these three questions word for word  
12 to any of the people.

13 Q How about, Mr. Paolillo?

14 A (Paolillo) No.

15 The same respcnse. I didn't read the questions  
16 word for word.

17 Q But if someone said they were willing to drive  
18 into a contaminated area or didn't know what their  
19 responsibilities were, did you inform them that this would  
20 be included in the expectations of the utility as part of  
21 their participation?

22 A (Mangan) No, I did not.

23 Q In the course of your investigations did you  
24 inquire of the people that you were speaking to at the bus  
25 companies or ambulance or tow truck companies whether or not

1 they had been contacted by anyone other than yourselves as a  
2 result of their commitment to provide vehicles to New  
3 Hampshire Yankee in case of an emergency?

4 A (Mangan) I don't recall if I asked that question.  
5 I don't think I did.

6 Q Mr. Paolillo?

7 A (Paolillo) I don't believe I ever asked that  
8 question.

9 Q Did any of them indicate to you that someone had  
10 already called them about the question, either on your first  
11 interview or on your second interview?

12 Did they remember your first interview, if it was  
13 the second interview?

14 A (Mangan) Yes.

15 I had spoke -- some of the same people I had spoke  
16 to on both interviews.

17 Q And to the best of your recollection you don't  
18 recall anyone mentioning that they had been contacted before  
19 by anyone including yourselves?

20 A (Mangan) I know at least one company made a  
21 reference that they had been contacted.

22 Q Do you recall which company that was?

23 A (Mangan) Can I ask a question?

24 I'm not sure if it was one that was stricken. I'm  
25 not sure.

1 Q That's right.

2 If you recall that, if you could testify to it?

3 A (Mangan) The first time I interviewed Mr. Gadd  
4 from McGregor-Smith he made reference to the fact that he  
5 had been -- he had received telephone calls from members of  
6 the towns that he provided school bus services to.

7 Q I see.

8 These were members of the towns in Massachusetts  
9 or New Hampshire or both?

10 A (Mangan) It was Massachusetts.

11 Q Massachusetts.

12 Did he say anything about the contents of the  
13 telephone calls or just that he received calls?

14 A (Mangan) I don't remember.

15 Q Is there anything in your testimony that reflects  
16 that -- the original testimony that has since been excluded,  
17 that reflected that information that you obtained about the  
18 other telephone calls from towns?

19 A (Mangan) No, there is not.

20 Q Getting back to the discussion about questioning  
21 the interviewees, whether or not their drivers would enter  
22 contaminated areas. If they said that they didn't know that  
23 and you said that you wouldn't tell them about -- you  
24 wouldn't refer them to your question about the dangerous  
25 radiation.



1                   Would you mention the protected gear?

2                   Let me refer you to one of your questions and  
3 perhaps that will help.

4                   On the fifth page of your questionnaire and the  
5 first question at the top of the page says: "Have they been  
6 told that those who will have to drive into a radiation  
7 plume or into the contaminated areas will be issued  
8 protective clothing?"

9                   Did you raise that issue with them?

10                  A       (Mangan) Well, some of the people. Yes.

11                  Q       What would their response have to be for you to  
12 mention that?

13                  A       (Mangan) The response would have been, yes, they  
14 believe that they would be issued protective clothing.

15                  Q       The question was, if they said they would drive  
16 into a radiated area, did you then ask the question whether  
17 or not they knew if protective clothing would be issued?

18                         Do you understand the question? I can rephrase it  
19 if you're having difficulty?

20                  A       (Mangan) Yes, I understand the question.

21                         Obviously if the person would say, no, we're not  
22 going to drive into a radiation area I wouldn't go any  
23 further and ask them about any protective gear.

24                  Q       All right.

25                  A       (Mangan) But if they said, yes, then I would ask

1 them -- sometimes would ask them what kind of -- what kind  
2 of measures would be taken for their safety.

3 Q I see.

4 So if they said they would not drive into a  
5 contaminated area you didn't pursue it further and suggest  
6 that protective gear might be issued?

7 A (Mangan) No, I did not.

8 Q And if they said they would drive into the area  
9 you inquired on the basis of whether or not that was because  
10 they believed protective gear would be required?

11 A (Mangan) Yes, I did.

12 Q I notice a number of times in your testimony  
13 there's a reference to a high driver turnover rate.

14 Can you tell me whether or not -- I didn't see a  
15 question in your questionnaire, but did you ask the bus  
16 company representatives if they had a high turnover rate of  
17 drivers?

18 A (Mangan) Some of them.

19 Q So the responses that you have in your testimony  
20 were the ones that you had asked if they had a high turnover  
21 rate, they responded in the affirmative?

22 A (Mangan) Yes.

23 Some of the companies mentioned it first to me  
24 without asking them specifically.

25 Q If they mention that they did have a high turnover

1 rate, did you investigate or probe further as to why --  
2 where the people might go if they left or where they went or  
3 did you just leave it? If they had a high turnover rate you  
4 just marked it on your questionnaire and left it at that?

5 A (Mangan) I would just usually leave it at that.

6 Q So you didn't question whether or not you thought  
7 -- the interviewees thought that they might have gone to  
8 another company or switched over to another job in the field  
9 as drivers? You just left it at that?

10 A (Mangan) Yes, I did.

11 Q In your testimony on page 17, on the first  
12 sentence of the second paragraph you state, both of you -- I  
13 guess this is a jointly sponsored piece of testimony.

14 "That according to Mr. Breau a total of 60 drivers  
15 have been trained by Seabrook to respond to an emergency,  
16 but he feels that 90 percent of them are involved only to  
17 receive the financial rewards."

18 Did you question why so many drivers would accept  
19 the training and the financial award and then not drive into  
20 a contaminated area?

21 A (Mangan) Yes, I did.

22 Q What did he say?

23 A (Mangan) He said that his EMTs are always looking  
24 for training. It's free training for them and getting  
25 knowledge in an area that they would not usually get.



1 Q And that they would accept money even though they  
2 had no intention of responding; he actually said that?

3 A (Mangan) Yes, he did.

4 Q On page 25 of your testimony you discuss the  
5 Marathon Waybridge Company of Shrewsbury, Massachusetts, Ms.  
6 Mangan?

7 A (Mangan) Yes.

8 Q And you found that their telephone was  
9 disconnected?

10 A (Mangan) Yes, I did.

11 Q And that they were no longer in business at the  
12 Framingham location and that they were no longer in  
13 business.

14 How did you confirm that they were no longer in  
15 business?

16 A (Mangan) They were no longer at the location.  
17 And if a company has a phone number change or disconnect, if  
18 they were still in business, in normal practice they would  
19 have had their phone -- when it says disconnected they would  
20 have left their people aware that they are still in business  
21 and given a phone number for it.

22 Q So they would have a forwarding number when you  
23 called?

24 A (Mangan) Yes.

25 Q Can you look at -- do you have your interview

1 forms there? I have an interview form from March 30th, 1988  
2 from Marathon Bus Line, Shrewsbury.

3 A (Mangan) I have it.

4 Q Did you have this document with you at the time  
5 you were checking on the company the second time around?

6 I note here it has a note, I believe in your  
7 handwriting that says, "Disconnected" and then a number sign  
8 and then it says "number." "Disconnected number."

9 Is that the copy you have in front of you?

10 A (Mangan) Yes, it is.

11 Q So you had this document with you at the time you  
12 discovered their telephone number was disconnected?

13 A (Mangan) Yes, I did.

14 Q Would you look on page six of that questionnaire,  
15 the third to the last question on the page says: "Did you  
16 understand clearly that if this accident occurred at the  
17 Seabrook Station Nuclear Reactor that you have agreed to  
18 send your buses and drivers into areas which may have been  
19 contaminated with radiation?"

20 And your response there is?

21 A (Mangan) Yes.

22 Q Yes.

23 And then it says: "If yes, why did you agree to  
24 this?"

25 Can you read your response there, please?

1           A       (Mangan) "Get people out of the area as soon as  
2 possible morally."

3           Q       And the first question on page seven is: "Do your  
4 drivers understand that they may be sent into areas  
5 contaminated with radiation?"

6           A       (Mangan) Yes.

7           Q       And two questions down: "Do you think the number  
8 of personnel identified in the letter of agreement as  
9 available accurately states the number of drivers who would  
10 in fact show up to provide service in the event of an actual  
11 emergency at Seabrook?

12                   "Explain, how many would be likely to show up in  
13 fact?"

14                   Can you read your answer, please?

15           A       (Mangan) Yes.

16                   "Seabrook would send a list of drivers to Marathon  
17 after they passed training. More than 36."

18           Q       And you had this information when you went to try  
19 to find the bus company?

20           A       (Mangan) Yes, I did.

21           Q       And based on your experience of investigations,  
22 would you say that this information was affirmative -- would  
23 affirmatively verify that Marathon Bus Company would respond  
24 and go into a contaminated area if they were called to?

25           A       (Mangan) Yes.



1 But I believe Marathon Bus Line is no longer in  
2 business.

3 Q Did you run a corporate record check on the  
4 company?

5 A (Mangan) No, I did not.

6 Q Did you check the phone directory to see if they  
7 might have had a new listing in another location or another  
8 town?

9 A (Mangan) I did not check under the name Marathon.

10 Q Did you check under some other name, Waybridge?

11 A (Mangan) I checked under the name Waybridge.

12 Q Waybridge.

13 Did you check with the post office, maybe they had  
14 a forwarding address?

15 A (Mangan) No, I did not.

16 Q Referring your attention to your testimony about  
17 Bay State Ambulance on page 13. On the last paragraph Mr.  
18 Sylvain advised you that the Bay State Ambulance is  
19 currently negotiating to sell part of their ambulance  
20 company and that the sale would occur some time after April  
21 1, 1989.

22 Have you had occasion to contact them after April  
23 1 to confirm that the number of vehicles -- confirm the  
24 number of vehicles that might be available?

25 A (Mangan) No, I have not.

1 Q Do either of you have any experience with managing  
2 a transportation company?

3 A (Mangan) No.

4 A (Paolillo) No.

5 Q In your testimony there is some statements about  
6 mechanical breakdown rates.

7 Can you explain the basis of those statements?

8 MR. BROCK: Could we have a specific reference  
9 please, Ms. Chan?

10 MS. CHAN: Sure.

11 (Pause)

12 MS. CHAN: Page 29 and 30 there's some, I guess,  
13 summary statements on page 30 at the top of the page.

14 It says: "Based on this information it appears  
15 that in the event of a Seabrook emergency fewer than 35 Big  
16 W buses can be counted on to respond due to the likelihood  
17 of mechanical problems that may prevent some of the 35  
18 offered vehicles from responding. If five were broken down  
19 that would mean 30 are mechanically fit to go."

20 BY MS. CHAN:

21 Q Is there any basis for just deciding that five  
22 were broken down or was that just an example that if you  
23 subtracted five from 35 you would end up with 30?

24 A (Mangan) No.

25 I was basing that on what Mr. Sleeper told me when

1 four or five buses broke down in the week of June 1988.

2 Q This is a one time? He was referring to a one  
3 time situation where he had some buses that were out of  
4 service?

5 A (Mangan) Yes.

6 Q And from that you concluded -- you just  
7 extrapolated that just for conservatism you would just take  
8 that five away from the number that were available?

9 A (Mangan) Yes.

10 I stated that I based it on the previous  
11 information.

12 Q Do either of you have any experience with driver  
13 absenteeism?

14 A (Mangan) No.

15 A (Paolillo) No.

16 Q So that any comments in your testimony about  
17 driver absenteeism or not showing up was just your opinion  
18 of what would happen in an actual emergency?

19 MR. BROCK: Objection, Your Honor, we would like a  
20 specific reference to the witness before we get a question.

21 (Pause)

22 MS. CHAN: On page 18, second paragraph: "Based on  
23 what Mr. Breau told us there's no reasonable assurance that  
24 Marlboro Hudson can ever provide more than nine ambulances,  
25 eight wheelchair vans, and three critical care units; and



1 that these numbers may well be optimistic given his comments  
2 about his drivers."

3 BY MS. CHAN:

4 Q Was this based on information that he told you  
5 that his drivers might not show up?

6 A (Mangan) Yes, it was.

7 Q Is there anything in your testimony that you can  
8 point to that says that the drivers would not show up?

9 This is the same one we referred to that the EMTs  
10 take training only for the sake of receiving the training  
11 and that they would accept the money even though they didn't  
12 plan to show up; is that the basis of your conclusion or  
13 summary, I'm sorry?

14 (Long pause)

15 BY MS. CHAN:

16 Q Was this something that you -- I mean, this  
17 summary that the numbers might well be optimistic given his  
18 comments about the drivers, was this something you inferred  
19 from his comment that they did it just to receive the  
20 training?

21 A (Mangan) Yes, it was.

22 Q Thank you.

23 MS. CHAN: I have no further questions at this  
24 time.

25 Thank you very much.

1 EXAMINATION BY JUDGE COLE

2 JUDGE COLE: Just a couple of questions.

3 With respect to the interviews, what fraction of  
4 the interviews were done as personal interviews as  
5 contrasted with the telephone interview, roughly?

6 THE WITNESS: (Mangan) Roughly maybe 60 percent  
7 in person, 40 percent on the phone.

8 JUDGE COLE: Is it safe to say that with the large  
9 companies you made an effort to have personal interviews?

10 THE WITNESS: (Paolillo) Yes.

11 JUDGE COLE: With respect to the interview form,  
12 Applicants' Exhibit 53, did you make an effort to complete  
13 all the items on the form?

14 THE WITNESS: (Paolillo) Not all.

15 JUDGE COLE: How did you select which ones not to  
16 complete?

17 THE WITNESS: (Paolillo) We didn't go question by  
18 question. It was used as a guideline. And when a question  
19 was responded to, sometimes the interviewees went on to  
20 answer another question at the same time. It was more --  
21 our interviews were more discussions and conversations than  
22 direct questions.

23 JUDGE COLE: About how long were these interviews?

24 THE WITNESS: (Paolillo) Approximately 15 to 20  
25 minutes.

1 JUDGE COLE: Did you show any of the people you  
2 interviewed the interview form?

3 THE WITNESS: (Paolillo) No.

4 JUDGE COLE: You did not leave any of them a copy  
5 of the interview form?

6 THE WITNESS: (Paolillo) No.

7 JUDGE COLE: Did you interview any bus drivers?

8 THE WITNESS: (Mangan) I spoke to one on the  
9 phone.

10 JUDGE COLE: How did you happen to speak to him?

11 THE WITNESS: (Mangan) He had contacted our  
12 office previously.

13 JUDGE COLE: Okay, so you made no effort to  
14 interview the bus drivers. Your contact and principal  
15 contact was with the principals of the company to get the  
16 basic information about the company and their agreements?

17 THE WITNESS: (Mangan) Yes, it was.

18 JUDGE COLE: Thank you. That's all I have.

19 JUDGE SMITH: Mr. Brock?

20 MR. BROCK: Thank you, Your Honor.

21 REDIRECT EXAMINATION

22 BY MR. BROCK:

23 Q Ms. Mangan, am I correct that you were involved  
24 in, as the testimony reflects, two waves of interviews; one  
25 in March of '88 and the second in February of '89?



1 A (Mangan) Yes, I was.

2 Q And you interviewed certain companies on both  
3 occasions and there were other companies in February of '89,  
4 you interviewed that you had not previously interviewed,  
5 correct?

6 A (Mangan) Yes.

7 Q And the information appearing in the testimony,  
8 again as indicated, is as recent as of February 1989; is  
9 that correct?

10 A (Mangan) Yes, it is.

11 Q Now, I know this has been covered on a couple of  
12 occasions, but I want to be clear about this.

13 Ms. Mangan, will you state what was your  
14 understanding of the purpose for which you were conducting  
15 these interviews?

16 A (Mangan) My understanding was the reason for  
17 conducting the interviews was to determine what the people  
18 that were running these companies believed their  
19 responsibilities to be.

20 Q To New Hampshire Yankee?

21 A (Mangan) To New Hampshire Yankee.

22 Q In the event of an emergency at Seabrook?

23 A (Mangan) Yes.

24 Q Okay, Mr. Paolillo, does that conform with your  
25 understanding or did you have a different understanding?

1 A (Paolillo) No, I had the same understanding.

2 Q Ms. Mangan, to your knowledge, are any of the  
3 company representatives who you interviewed, were they  
4 attorneys?

5 A (Mangan) Not to my knowledge.

6 Q And neither you or Mr. Paolillo are attorneys,  
7 correct?

8 A (Mangan) No.

9 Q When you conducted the interviews, did you provide  
10 some document to the company representative or discuss  
11 certain terms in any writing while you were conducting the  
12 interview?

13 A (Paolillo) No.

14 Q Ms. Mangan?

15 A (Mangan) No.

16 Q This was just a verbal discussion you had with the  
17 company representatives?

18 A (Mangan) Yes.

19 Q And am I correct, Ms. Mangan, you had not,  
20 previous to your testimony here, had not seen this  
21 transportation agreement or a copy of the transportation  
22 agreement which Mr. Lewald made repeated reference to?

23 And let me just show you for the record. I'm  
24 looking at page 447 of Applicants' Exhibit 41. That's in  
25 Volume 2, entitled "Transportation Agreement".

1 A (Mangan) What page?

2 Q Page 447.

3 Do you have that in front of you?

4 MS. CHAN: Mr. Brock, do you have the page? I  
5 don't think it's what you think it is.

6 MR. BROCK: Could we go off the record just a  
7 moment, Your Honor?

8 (Discussion off the record.)

9 BY MR. BROCK:

10 Q Okay, Ms. Mangan, you have in front of you what's  
11 entitled "Transportation Agreement", and we are at page 1 of  
12 Applicants' 41, correct?

13 A (Mangan) Yes.

14 Q And that's at least the same kind of agreement,  
15 the form is the same as you recall it that Mr. Lewald was  
16 questioning you on; is that right?

17 A (Mangan) Yes, it is.

18 Q And had you ever seen this document, or a document  
19 in this form prior to your testimony here?

20 A (Mangan) No, I have not.

21 Q And you, Mr. Paolillo?

22 A (Paolillo) No, I have not.

23 Q And when you were interviewing these service  
24 providers in February of 1987, did you or the service  
25 provider at any time have this document in front of you or



1 make any specific reference to this transportation agreement  
2 as it appears here?

3 A (Mangan) Could you ask that again?

4 Q Yes.

5 Let me ask you this. When you were interviewing  
6 any of the company officials, you did not have a copy of  
7 this transportation agreement in front of you; is that  
8 right?

9 A (Mangan) No, I did not.

10 Q Did the company official pull out a copy of any  
11 written agreement with New Hampshire Yankee?

12 A (Mangan) No.

13 Q This was a verbal discussion between you and the  
14 representative?

15 A (Mangan) Yes, it was.

16 Q Okay, and that's the same for you, Mr. Paolillo,  
17 correct?

18 A (Paolillo) Yes.

19 Q Now the survey form, Applicants' 53 that's been  
20 discussed, that is the form that, as I understand it, was  
21 your guide in conducting your interviews in February of  
22 1989?

23 A (Mangan) Yes, it was.

24 Q But as you testified, you did not read these  
25 questions verbatim; is that right?

1 A (Mangan) No, I did not.

2 Q Mr. Paolillo?

3 A (Paolillo) No, I did not.

4 Q And as it appears in the testimony, the comments  
5 of the owners, in February of 1989, are accurate, to your  
6 knowledge, as they appear in the testimony?

7 A (Mangan) Yes, they are.

8 A (Paolillo) Yes, they are.

9 Q Now in your conversations with the company  
10 representatives, did you have occasion to discuss with them  
11 who would have priority in the event of an emergency at  
12 Seabrook? Would it be the company's normal business  
13 operations or would it be the Seabrook emergency; or did you  
14 have occasion to discuss that matter?

15 MS. CHAN: Was that covered on cross, Mr. Brock?

16 MR. BROCK: The questions came up repeatedly as to  
17 the scope of what was discussed with these company owners,  
18 Ms. Chan. And I am asking if that is the topic which was  
19 involved as part of the conversation. And the testimony,  
20 you know, the questioning has gone to try and focus on what  
21 was the understanding, the intent of these conversations.  
22 And I'm trying to get as clear and as full a picture of what  
23 was discussed, if possible.

24 BY MR. BROCK:

25 Q Did you have occasion to discuss that issue with

1 company representatives?

2 A (Mangan) Yes, I did.

3 Q Okay. And can you state generally what was the,  
4 or was there a general view of company owners as to which  
5 would have priority, normal business or Seabrook emergency?

6 A (Mangan) The general view was that their normal  
7 contracts are their first priority.

8 Q And, Mr. Paolillo, was that your understanding?

9 A (Paolillo) Yes, it was.

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1 Q So if I understand you correctly then, in the  
2 event there was an emergency and normal business operations  
3 required a prior commitment elsewhere, at least until that  
4 commitment was satisfied the companies would not be able to  
5 make the vehicles available; is that your understanding, Ms.  
6 Mangan?

7 A (Mangan) Yes.

8 Q Mr. Paolillo?

9 A (Paolillo) Yes.

10 Q Now there was some examination by Mr. Lewald about  
11 the term "up to" and whether a company could provide "up to"  
12 a certain number of vehicles.

13 Do you recall that examination?

14 A (Mangan) Yes, I do.

15 Q Is at least part of your comments with respect to  
16 whether a company could provide "up to" a certain number of  
17 vehicles, is that related to the fact that there may have  
18 been prior commitments or could be prior commitments of the  
19 owners in the event of an emergency?

20 A (Mangan) Yes, it was.

21 Q I'm showing you a copy of an interview form dated  
22 2-2-89 with the Front Line Ambulance Company. I think Mr.  
23 Lewald questioned you on that.

24 (Document proffered to parties.)

25

1 BY MR. BROCK:

2 Q Ms. Mangan, again, you have in front of you a  
3 document of the Front Line Company indicating an interview  
4 of 2-2-89; is that correct?

5 A (Mangan) Yes, I do.

6 Q And these are your notes conducting of that  
7 interview?

8 A (Mangan) Yes, it is.

9 Q And on the second page of that form about a third  
10 of the way down the question is: "Provide 'up to' how many  
11 buses?"

12 And then there is a response: "15 ambulances, 15  
13 wheelchair."

14 And the next question: "Provide 'up to' how many  
15 drivers?"

16 And it appears -- what is that answer, can you  
17 tell me?

18 A (Mangan) "Two drivers per ambulance and one  
19 driver per wheelchair van."

20 Q And those were the responses that you were given;  
21 is that correct?

22 A (Mangan) Yes, they were.

23 Q And then the next question is: "What does the  
24 phrase 'up to' mean in your view?"

25 What answer were you given?





1 (The document referred to,  
2 having been previously  
3 marked for identification  
4 as Mass AG Exhibit 76,  
5 was received in evidence.)

6 BY MR. BROCK:

7 Q Ms. Mangan, could you turn to page 36 of your  
8 testimony, please, about the middle part of that page where  
9 there is reference to certain points which you indicate  
10 emerged from your interviews; is that correct?

11 A (Mangan) Yes.

12 Q And you join in those comments, is that correct,  
13 Mr. Paolillo?

14 A (Paolillo) Yes, that's correct.

15 Q Now with reference to the first comment there that  
16 involves bus companies who normally provide school bus  
17 service, is that correct?

18 A (Mangan) Yes, it is.

19 MR. LEWALD: Your Honor, these paragraphs that --  
20 well, this paragraph that Mr. Brock is referring to is a  
21 subject of a motion that was pending the Board to strike the  
22 conclusion. The opinion of the witness does not qualify it.  
23 And it was our understanding that to the extent that the  
24 motion wouldn't be allowed or it wasn't allowed that  
25 something would be substituted instead.

1 MR. BROCK: Your Honor.

2 MR. LEWALD: In summation. And we have got no  
3 summation.

4 If my memory is right this paragraph,  
5 particularly, has been stricken from the testimony.

6 JUDGE SMITH: What paragraph do we have here now?

7 MR. LEWALD: From page 36, "And the following  
8 points have emerged from our interviews."

9 I believe that was -- the summary of the bus  
10 investigation was part of the area or part of the motion  
11 that we had brought to strike because of the witnesses' lack  
12 of competency to render these opinions.

13 MR. BROCK: Your Honor, as I understand the  
14 Board's discussion on the point yesterday that with respect  
15 to the comments indicating reasonable assurance that that  
16 was not -- the Board did not feel the witnesses could  
17 express a view as to that.

18 We agreed with that and will offer amended  
19 testimony subject to acceptance by the adversary counsel  
20 deleting that phrase.

21 This does not -- this meaning the paragraph on  
22 page 36, number one, says nothing about that. It is, as I  
23 understood the Board, simply a factual summary of what these  
24 witnesses understood based upon their interviews.

25 I think it is simply factual recitation. We could

1 go through company by company, Your Honor, but I think it's  
2 just simply a summary of fact.

3 MR. LEWALD: This was on page five of the motion,  
4 pages six to 38 entitled "Summary of Bus Company  
5 Investigation."

6 JUDGE SMITH: This is not the opinion type of  
7 testimony that we thought was in your motion and was the  
8 subject of our ruling. This does seem to be straightforward  
9 investigator's summary of factual information gathered.

10 MS. CHAN: Your Honor, the Staff would like to  
11 point to page 37, number four, the last two sentences it  
12 says: "A prudent planner should not assume that all the  
13 drivers being contacted during these hours."

14 And then, "Probably the number should be  
15 discounted by at least 10 to 20 percent for this factual  
16 alone."

17 JUDGE SMITH: Well, why didn't we go through this  
18 yesterday. Why are we going through it now?

19 MR. BROCK: I don't understand this, Your Honor.  
20 I've made reference to one paragraph on page 36 of the  
21 testimony, and as I understand the Board, this is a factual  
22 recitation that I'm questioning on.

23 I mean, Ms. Chan is raising an issue on a  
24 different piece of page on the testimony that wasn't even  
25 discussed yesterday.



1 JUDGE SMITH: Your point of view may very well  
2 have merit, but why is it before us right now?

3 MS. CHAN: Your Honor, it was our, at least my  
4 understanding and I don't know if it's the Applicants  
5 understanding, that Mr. Brock was going to go through the  
6 testimony and delete those portions which represented the  
7 opinions of the witnesses on subjects that were -- I mean,  
8 other than summaries of factual information.

9 And since we didn't receive a marked up copy, I  
10 just wanted to make sure that this wasn't coming just  
11 because we didn't receive a copy. We don't know what the  
12 testimony is.

13 MR. BROCK: Your Honor, there was no general  
14 agreement to go through the testimony.

15 JUDGE SMITH: All right.

16 We're just very unhappy with this. In the first  
17 place, our instructions yesterday were very explicit to you  
18 to come up with a marked up copy and get the approval of the  
19 other parties. That was part of it. You were to have done  
20 that first thing this morning.

21 Now here we are approaching adjournment time and  
22 we're back to where we were yesterday afternoon when they  
23 first took the stand.

24 MR. BROCK: I apologize, Your Honor. We made up  
25 copies but instead of them being lined out they were whited

1 out and therefore we needed to redo them. And I apologize  
2 for the error. But we did have copies here this morning.

3 JUDGE SMITH: Well, you just didn't pay attention  
4 to our instructions.

5 MR. LEWALD: That was my understanding, Your  
6 Honor, that this whole section was subject to the motion. I  
7 deliberately stayed away from it in cross-examination  
8 because of that.

9 MS. CHAN: Your Honor, that was the Staff's  
10 understanding, also. Because there a number of statements  
11 in there for which the Staff could inquire as to the basis,  
12 if we had not understood that it was excluded or were to be  
13 removed.

14 JUDGE SMITH: Well, page 37 isn't even on the  
15 motion.

16 MR. LEWALD: It's 36 and 38 -- part of the motion  
17 on page five.

18 JUDGE SMITH: So you don't think there has been an  
19 understanding. Nothing has been arrived at.

20 I thought there was a meeting of the minds  
21 yesterday; clearly there wasn't.

22 Let's take it up. Let's sit down and go back to  
23 work. Take it up a point at a time.

24 MR. BROCK: Your Honor, I just point to the  
25 transcript of yesterday 19249, and again as we understood,

1 it says, and I'm quoting the Board in the middle of the  
2 paragraph: "But I can tell you right now that when we  
3 receive that into evidence," -- let me read the whole  
4 statement.

5 "Summarize what you learned from your telephone  
6 conversation with these people. It's going to be a narrow  
7 area. It does summarize it. But I can tell you right now  
8 that when we receive that into evidence we will not give  
9 their opinion as such any weight whatever, only that they  
10 have the skill to summarize facts. But not lend any  
11 additional force to their testimony based upon opinion."

12 JUDGE SMITH: Yes.

13 MR. BROCK: We understood that as the Board's  
14 ruling. And I do apologize that we don't have the conformed  
15 copy. As I say it was simply, you know, inadvertent that it  
16 was whited-out and is not presently presentable.

17 But the paragraph to which I am examining, Your  
18 Honor, I certainly understood that that was a straight  
19 factual summary.

20 JUDGE SMITH: It's too late. We don't want to  
21 bring them back, do we? Let's just go to work on it.

22 Starting with -- where does the dispute begin?  
23 Where do you think -- we don't even know where this dispute  
24 begins. There has been no meeting of the minds.

25 MS. CHAN: Your Honor, perhaps if we could take



1 our morning break the parties can sit down and work out  
2 which parts could be jointly ag. ed to.

3 JUDGE SMITH: I don't think you're going to be  
4 able to.

5 MR. BROCK: We may be able to resolve at least a  
6 good portion, Your Honor.

7 MS. CHAN: And save some time.

8 JUDGE SMITH: All right, if you want to give it a  
9 shot. You think it's worthwhile?

10 MR. BROCK: Yes.

11 JUDGE SMITH: All right, 15 minutes.

12 (Whereupon, a 15 minute recess was taken.)

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1 JUDGE SMITH: On the record.

2 MR. BROCK: Your Honor, I appreciate the Board's  
3 indulgence.

4 We have been able to resolve, I believe, the  
5 remainder of the points in the motion. And as I understood  
6 the Board's schedule, I guess we are towards the end of the  
7 hearing time.

8 But before we leave today, I understand we have an  
9 agreement among counsel to have a completed marked up copy  
10 and hopefully we can get that to the court reporter. Or if  
11 she's out the door before we finish up, then we will do that  
12 first thing Tuesday morning.

13 JUDGE SMITH: Okay. Good.

14 Is there any further cross-examination or direct  
15 examination?

16 MR. BROCK: I expect there will be, Your Honor,  
17 based on the testimony and at this point a meeting of the  
18 minds. And I believe these witnesses would need to be back  
19 on Tuesday.

20 MR. LEWALD: I don't know if the redirect is  
21 finished.

22 MR. BROCK: I would still have some questions,  
23 Your Honor.

24 JUDGE SMITH: Well, would you want to try to get  
25 it done? We can stay here for another 20 minutes. Can you

1 do that?

2 MR. LEWALD: Your Honor, we have opened up a lot  
3 of testimony that we are of the understanding was not in the  
4 matter, and this can't be concluded at this point in 20  
5 minutes. Maybe Tuesday morning it can be.

6 JUDGE SMITH: I understand.

7 MR. LEWALD: But it just seems to open up an  
8 entire new area.

9 JUDGE SMITH: I see. So there is nothing for us  
10 to do this morning now? Nothing left for the Board this  
11 morning?

12 MR. LEWALD: Well, nothing left for the Board for  
13 the rest of the day, I guess.

14 JUDGE SMITH: Right.

15 MS. CHAN: Matt, I believe there are some  
16 questions on the summary part we were going to address to  
17 the Board.

18 MR. BROCK: Okay. Which page am I?

19 MS. CHAN: Page 26.

20 MR. BROCK: All right. What questions are you  
21 referring to?

22 MS. CHAN: The first response. We had discussed  
23 about the conclusion that most of the bus driver companies  
24 intend to honor their school contracts first.

25 MR. BROCK: All right.



1 MS. CHAN: That was an opinion and subject to --

2 MR. BROCK: Okay, and I understood the concern was  
3 that -- was the use of "most", is that right?

4 MS. CHAN: Because the testimony doesn't reflect  
5 the same information. And if this is a summary of the  
6 testimony, that we would have to conform it to the  
7 testimony. And if it was not part of the prefiled testimony  
8 and it was only part of the survey forms, that we would have  
9 to open that to cross-examination; is that correct?

10 MR. BROCK: I understand that any of the testimcny  
11 is available to you and to Mr. Lewald for further cross-  
12 examination, if that's your concern.

13 MS. CHAN: It wasn't in the testimony. We just  
14 want to find out, because you said the summary includes a  
15 summary of investigations not set forth in the testimony.

16 MR. BROCK: Well, what is entitled on page 36,  
17 "Summary of Bus Company Investigation", as I understand it,  
18 the witnesses have summarized their findings based upon  
19 their memory, their notes, discussion, interaction with  
20 counsel and have presented that. What is here as a summary  
21 is their best understanding of the facts as presented.

22 And so that's being offered in that way, and I  
23 understand that you want to cross that. I have no problem  
24 with that.

25 MS. CHAN: I just wanted to clarify that this

1 summary is a summarization of more than just their written  
2 testimony; is that correct?

3 JUDGE SMITH: As I understand it, it's a summary  
4 of their investigation.

5 MS. CHAN: All right.

6 JUDGE SMITH: And it may not even be alluded to  
7 earlier. It may or may not be alluded to earlier in the  
8 testimony is the way I understand it.

9 MS. CHAN: Thank you.

10 MR. BROCK: That's correct, Your Honor.

11 JUDGE SMITH: It is strictly, however, a factual  
12 summary. But for that understanding, then, what are you  
13 going to do? Are you going to just accept it and cross-  
14 examine on it, or what?

15 MS. CHAN: Yes. Yes, Your Honor.

16 MR. BROCK: And so if it's acceptable to the Board  
17 then, we would have the panel back here Tuesday morning,  
18 because as indicated, I think they will have further cross  
19 and that's probably the best way to proceed.

20 JUDGE SMITH: All right. Okay.

21 Anything further this morning then?

22 (No response.)

23 JUDGE SMITH: All right, we are adjourned then  
24 until 9:00 a.m., Tuesday morning, whatever date that might  
25 be. It's the 18th, April 18th.

1                   (Whereupon, at 11:10 a.m., the hearing was  
2 recessed, to reconvene at 9:00 a.m., Tuesday, April 18,  
3 1989.)  
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CERTIFICATE

This is to certify that the attached proceedings before the United States Nuclear Regulatory Commission in the matter of:

Name: Public Service Company of New Hampshire, et al.  
(Seabrook Station, Units 1 and 2)

Docket No: 50-443-OL  
50-444-OL  
(Off-site Emergency Planning)

Place: Boston, Massachusetts

Date: April 14, 1989

were held as herein appears, and that this is the original transcript thereof for the file of the United States Nuclear Regulatory Commission taken stenographically by me and, thereafter reduced to typewriting by me or under the direction of the court reporting company, and that the transcript is a true and accurate record of the foregoing proceedings.

/s/ Donna L. Cook

(Signature typed): Donna L. Cook

Official Reporter

Heritage Reporting Corporation

NRC STAFF CROSS EXAMINATION PLAN FOR MAUREEN MANGAN AND JOHN PAOLILLO  
ACTUAL AVAILABILITY OF THE SPMC'S MANNED VEHICLES AND DRIVERS

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1. Determine the experience and training of the witnesses in emergency planning, logistics, transportation management and human behavior.
2. Explore how the investigation was conducted.
  - A. How did callers identify themselves and the purpose of their investigation? How did respondents react to interrogation?
    - Responses suggest that company officials might have felt intimidated by investigators.
  - B. How were the questions formulated? How were questions posed?
    - Similarity of negative responses and inferences suggest that questions were slanted to illicit particular answers. These similarities include reasons for company and driver participation, unwillingness of drivers to enter contaminated areas, timing of decision by drivers and EMT's on whether to respond or enter a contaminated area, high driver turnover rate and suggestion that Applicant was only concerned with illiciting a commitment on paper and not whether transportation resource was actually available.
3. Determine what efforts were made to locate bus companies and update information.

Marathon/Weybridge p. 25; Bay State Ambulance p.13
4. Determine basis for opinions concerning role abandonment, mechanical breakdown, bus driver absenteeism.