

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

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Before the Atomic Safety and Licensing Board

In the Matter of )

LONG ISLAND LIGHTING COMPANY )

(Shoreham Nuclear Power Station,  
Unit 1) )

Docket No. 50-322-OL-3

(Emergency Planning)

DIRECT TESTIMONY OF NICK J. MUTO AND J. THOMAS SMITH  
ON BEHALF OF SUFFOLK COUNTY REGARDING CONTENTIONS  
24.E, 24.F, 24.N. 61.C, 69, 70 AND 71

Q. Please state your names and positions.

A. My name is Nick J. Muto. I am the Superintendent of the  
Middle Island Central School District.My name is J. Thomas Smith. I am the Transportation  
Coordinator of the Middle Island Central School District.

The entire Middle Island Central School District is located within the 10-mile EPZ for Shoreham. A description of the district is contained in our previous testimony concerning Contention 25. (ff. Tr. 3087)

Q. What is the purpose of this testimony?

A. The purpose of this testimony is to address the concerns expressed in Contentions 24.E, 24.F, 24.N, 61.C, 69, 70 and 71, and state our conclusion that LILCO's proposed protective actions for schools would not protect the health and safety of school children.

Q. Are you familiar with the provisions of the LILCO Plan?

A. We have reviewed those portions of the Plan that contain LILCO's proposals for protecting school children in the event of a radiological accident at Shoreham.

CONTENTION 24.E - LACK OF AGREEMENTS WITH SCHOOLS

Q. Are you familiar with Contention 24.E?

A. Yes, we are. Contention 24.E asserts that LILCO's protective action recommendations for schools would not be implemented, because LILCO has no agreements with the private schools, nursery schools, school districts or parents on whom LILCO's Plan depends. We agree with Contention 24.E. In the case of school districts such as ours, LILCO's only role under its plan is to recommend protective actions. Those recommendations could only be implemented by the personnel of the school

districts with the cooperation of the parents of children in the schools. Despite its reliance on schools and school districts, however, to our knowledge LILCO has not obtained the agreement of schools, nursery schools, school districts or parents to implement LILCO's proposals or recommendations in the event of an accident at Shoreham. The Middle Island Central School District has entered into no agreement with LILCO concerning implementation of LILCO's proposed protective actions, nor do we intend to do so.

CONTENTION 24.F - LACK OF SUFFICIENT  
AGREEMENTS WITH BUS COMPANIES

Q. Are you familiar with Contention 24.F?

A. Yes. Those portions of Contention 24.F which relate to schools, that is, 24.F.2 and 24.F.3, assert that despite LILCO's agreements with various bus companies, in the event of a radiological accident LILCO would in fact have access to very few buses. We agree with Contentions 24.F.2 and 24.F.3.

It is our understanding that LILCO's agreements with bus companies provide that the companies' obligation to provide buses to LILCO is subject to the rights of school districts under prior agreements. The Middle Island Central School

District has an agreement with Suburbia Bus Corp., one of the 12 companies relied upon by LILCO. Our contract provides that Suburbia will assure our district of the availability of 91 sixty-passenger buses during the period September to June, from the approximate hours 6:00 a.m. to 6:00 p.m. This does not include extra late runs established on an as-needed basis for after school activities. If our district were to attempt implementation of an evacuation, we would need all those buses for a period of at least six hours. Consequently, they would not be available to LILCO under its agreement with Suburbia. In fact, in the case of an evacuation, we would need more buses than we normally use, because in normal situations we do not transport all our children, as we would have to do in an evacuation. Most of the remaining buses owned by Suburbia are committed to other school districts, as are most of the school buses owned by other companies in Suffolk and Nassau Counties. Therefore, LILCO's agreements with bus companies are unlikely to result in very many buses actually being available for LILCO's use if schools are in session.

CONTENTION 24.N - LACK OF AGREEMENTS WITH  
RELOCATION CENTERS

Q. Are you familiar with Contention 24.N?

A. Yes. Contention 24.N asserts that LILCO does not have agreements that assure the availability of relocation centers for school children, as well as other evacuees, and that as a result LILCO's evacuation proposals would not and could not be implemented. We agree with Contention 24.N insofar as it concerns school children. We are aware of no facilities that have agreed to accept evacuating children from our district in the event of an accident at Shoreham. The fact that LILCO has not arranged for any such reception centers is a serious problem. The administration of the Middle Island Central School District would never agree to evacuate its school children without knowing in advance the locations to which they would be taken. We believe that other administrators share our concerns. As Contention 70 asserts, without the assurance of reception centers, LILCO's evacuation recommendations probably would not be implemented.

CONTENTION 61.C - SHELTERING

Q. Are you familiar with Contention 61.C.1?

A. Yes. Under the LILCO Plan, if sheltering were recommended for portions of the EPZ, the Middle Island Central School District would be advised to shelter its students. (Appendix A at II-20.) We agree with Contention 61.C.1 for the reasons discussed below.

First, LILCO's apparent assumption that school administrators have performed "preplanning" for actions necessary to implement sheltering or any of LILCO's other protective action recommendations is incorrect, both with regard to our district and in our opinion for most of the other school districts in or near the EPZ. (See OPIP 3.6.5 at 10a.) The Middle Island Central School District has not performed any planning that would make it capable of implementing a LILCO recommendation that its school children be sheltered in the event of a radiological emergency. In fact, our district has expressly stated its position that the LILCO Plan would not provide adequate protection for the school children of our district. (See Attachment 1 to our testimony on Contention 25 (if. Tr. 3087)).



Second, LILCO's sheltering proposals for schools ignore the fact that we do not have the capability or resources necessary to shelter our students safely. None of the schools in the Middle Island Central School District has basements that could be used to shelter school children. There is limited interior space in our buildings that might be proper for sheltering. And, our schools do not have adequate staff or supplies to enable us to care for our school children for periods of several hours after the end of the school day, even assuming that our normal staffing were not reduced because of role conflict (see our previous testimony regarding Contentions 25.D and 25.C, ff. Tr. 3087).

Third, our emergency experience is limited to common types of events, such as storms. The administration of the Middle Island District does not have the knowledge c expertise necessary to make an informed decision as to whether our school buildings would provide adequate protection from radiation to our school children, and we would not be willing to risk the safety of our children by taking LILCO's word for it.

Fourth, LILCO has designed its Plan in such a way as to preclude sheltering for many students, even if all the other problems did not exist. Although LILCO expects schools to

begin early dismissals when an accident is first announced (Appendix A at II-20), LILCO does not plan to advise schools to shelter their students, if it subsequently recommends sheltering for the general public (OPIP 3.8.2 at 5). Therefore, some districts or schools might never learn of the need to shelter, and instead would continue to send their children on foot or by bus into potential danger. Moreover, even if schools did learn of the subsequent recommendation, it would be too late to shelter those students who had already left. Therefore, those students who had already left their schools for home could be exposed to risk after a protective action recommendation was made.

#### CONTENTION 69 - EARLY DISMISSAL

Q. Are you familiar with Contention 69?

A. Yes. It asserts that, contrary to LILCO's apparent assumption, initiating early dismissals when an accident is first announced to the public would not result in the protection of school children. We agree with Contention 69.

First, there is no basis for LILCO's assumption that schools and school districts in or near the EPZ have either developed early dismissal plans especially designed for



accidents at Shoreham, or that they have determined that their existing plans for use in snow emergencies would provide adequate protection to their school children in the event of a Shoreham emergency. Our district has taken neither of these two steps. Indeed, as discussed below, we believe that an early dismissal could not protect our school children in the event of an accident at Shoreham.

Second, it takes a long time for the early dismissal process to be completed once it is implemented, as noted in Contention 69.C. The administrators must decide whether to order a dismissal, the buses must be brought to the schools, and multiple runs must be made by most buses. It can take up to six hours to complete this task, not even considering the potential effects of role conflict and heavy evacuation traffic. Because of the likely effects of these two factors, it is possible that early dismissals could take even longer in a Shoreham emergency than they do under more "normal" conditions.

Third, it is likely that in an early dismissal many children would return to empty homes and be unprotected due to lack of adult supervision. LILCO appears to ignore this problem. In some cases of early dismissals, parents implement telephone chains to attempt to make sure that children are not alone when

they arrive at their homes; however, those chains do not always work properly. Indeed, it is likely that in the event of an accident at Shoreham many more children would arrive at empty homes, because many parents would travel to schools in an attempt to pick up their children. This would make it harder to contact those parents and easier for parent and child to miss each other while en route.

Finally, LILCO's Plan does not provide an adequate means for reacting to a quickly escalating emergency. Because once it has recommended an early dismissal LILCO does not intend to recommend that schools shelter or evacuate students even if it recommends sheltering or evacuation to the general public, it is possible that some schools would never learn of the need to stop their dismissal. And, as discussed above, sheltering could not be effected for those school children who had already started for home.

Likewise, children who were already on their way home could not be evacuated. They would be without protection for the long periods of time necessary to reach their homes. Further, many of the children who would still be at the schools could not be evacuated quickly, because the buses necessary to transport them would be out making early dismissal runs.

CONTENTIONS 70 AND 71 - EVACUATION

Q. Are you familiar with Contentions 70 and 71?

A. Yes. Those contentions state that LILCO's proposal that schools and school districts evacuate their children is unworkable and would not result in protection for school children. We agree with Contentions 70 and 71.

First, as we stated above with respect to Contention 24.N, LILCO's failure to arrange for reception centers renders its evacuation proposal unworkable. Moreover, it is unlikely that proposals to use schools outside the EPZ as relocation centers for school children could succeed, because it is unlikely that most schools could accommodate large numbers of evacuating students without first taking preparatory measures such as evacuation of the students attending the receiving schools prior to the arrival of the evacuating school children.

Second, as we discussed with respect to sheltering, LILCO is wrong in assuming that schools and school districts have preplanned for the implementation of LILCO's evacuation recommendations. Our district has not performed any planning concerning LILCO's proposed evacuation or the subsequent reuniting of our school children with their parents. We do not believe

we could safely or in a timely manner evacuate our schools during a Shoreham emergency.

Third, LILCO's Plan contains no procedures for reuniting school children with their parents after an evacuation.

Fourth, Contention 71.A is correct when it asserts that LILCO's proposed evacuation of nursery schools using its own personnel could not work. There are established criteria that individual bus drivers must meet before they can be certified as school bus drivers. And then the employment of the drivers must be approved by individual school districts. It is our understanding that LILCO's employees are licensed to drive buses but not certified to drive school buses. Therefore school administrators including, to our knowledge, the administrators of nursery schools, would not be authorized to permit their school children to be transported in buses driven by such persons.

Finally, as is asserted in Contention 71.B, evacuation would take a very long time. Indeed, in our opinion the time that would be necessary to perform an evacuation is the primary reason that LILCO's evacuation proposals could not work. An evacuation would take even longer than an early dismissal. Our district does not have enough buses to carry all of its school children in one trip. Moreover, we do not provide

transportation assistance to all of our students. Therefore, our buses would have to make more multiple runs than would be needed for an early dismissal if we attempted to implement an evacuation. In addition, evacuation runs would probably take longer than early dismissal runs. A typical early dismissal run takes approximately one hour, while a round trip, for example, to any of the relocation centers proposed in LILCO's Plan would take much more than one hour. The delay would be even greater when one considers the heavy evacuation traffic with which the buses would have to contend, especially on return trips.

Q. Does that conclude your testimony?

A. Yes.